

AMENDMENT TO DECLARATION
OF COVENANTS AND RESTRICTIONS

This Amendment is made this 8th day of September, 1986 by the Ann Brody Revocable Living Trust, dated May 24, 1985 ("Developer") as an Owner (as defined in the Declaration) representing more than 75% of the votes of the voting membership of the North Dunham Lake Estates Association, Inc., a non-profit Michigan corporation (the "Association").

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RECITALS:

OAKLAND COUNTY REGISTER
REC'D
SEP-9 1986

A. On August 27, 1986, a certain Declaration of Covenants and Restrictions, dated August 15, 1986, was recorded in Liber 9516, pages 87-105 of the Oakland County Register of Deeds (the "Declaration").

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B. The Declaration subjects the property described therein to certain restrictions, covenants, and conditions.

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C. Pursuant to Article XI, Section 4, the Declaration may be amended by an instrument signed by owners representing not less than 75% of the votes of the voting membership of the Association.

D. Developer desires to amend the Declaration as set forth herein.

11.00

NOW, THEREFORE, Developer, as an Owner representing more than 75% of the voting membership of the Association, hereby amends the Declaration as follows:

[Handwritten signature]

1. Subparagraph (b) of Section 2 of Article III is hereby deleted.

2. Section 1 of Article IV is hereby amended to read: Except for each Owner of the four outlots which border Dunham Lake as described on Exhibit C of the Declaration and Lots 1-6 of North Dunham Estates No. 1, as recorded in Liber 186, pages 25 and 26, Oakland County Records (the "Non-Member Owners"), the Owner of each Lot shall be a Member of the Association. Membership shall be appurtenant to a Lot and ownership of such Lot shall be the sole qualification for membership. Each Non-Member Owner may voluntarily become a Member of the Association. Use of the Common Area by a Non-Member Owner, a member of a Non-Member Owner's family, or an invitee of a Non-Member Owner shall be deemed as such Owner's voluntary election to become a Member of the Association.

3. Section 1 of Article VI is hereby amended to exclude Non-Member Owners from the requirement that they pay assessments to the Association.

4. Section 3 of Article VIII is hereby amended to read: No platted Lot or the four outlots which border Dunham Lake as described on Exhibit C of the Declaration shall be divided or split or reduced in size by any means, except by dedication or condemnation of the private roads to be constructed within the Property.

5. Section 2 of Article X is hereby deleted.

6. Section 4 of Article XI is hereby amended to prohibit further amendments to the Declaration which amend:

DECLARATION OF
COVENANTS AND RESTRICTIONS

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This Declaration, is made this 15th day of August, 1986, by the Ann Brody Revocable Living Trust, dated May 24, 1985.

RECITALS:

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A. Developer is the owner of all the property described on Exhibit "A" attached hereto.

B. James Golding Garrett, a single man, is the owner of the property described on Exhibit "B" attached hereto which was conveyed by Developer.

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C. Developer will convey Lots (as hereinafter defined) in the property described on Exhibit "A," subject to certain protective covenants, conditions, restrictions, and reservations as hereinafter set forth.

D. Developer, James Golding Garrett, and all future owners and residents of Lots within the Property (as hereinafter defined) will be benefitted, and the quality of the Property will be enhanced, by the imposition of the uniform covenants, conditions and restrictions set forth herein.

NOW THEREFORE, Developer, in consideration of the mutual benefits to be derived by Developer, its successors and assigns, and all future owners and residents of Lots within the Property, hereby declares that the Property is hereby made subject to the following restrictions, covenants, and conditions, which shall run with the Property and shall be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof, and their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of such parties and their respective heirs, personal representatives, successors and assigns.

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Dee

John H. G. 14

Section 1. "Association" shall mean the North Dunham Lake Estates Association, Inc., a non-profit Michigan corporation to be formed, its successors and assigns.

Section 2. "Common Area" shall mean the real property set forth in Article III owned by the Association for the common use and enjoyment of the members of the Association.

Section 3. "Developer" shall mean the Ann Brody Revocable Living Trust, dated May 24, 1985, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Developer for the purpose of development.

Section 4. "Home" shall mean a single family dwelling constructed upon a Lot.

Section 5. "Lake" shall mean Dunham Lake and any ponds, pools, channels, canals, and/or streams contiguous with or connected to Dunham Lake.

Section 6. "Lot" shall mean and refer to the designated plots of land within the Property as described on Exhibit "C" or described on any amendments to this Declaration made by Developer pursuant to Article XI, Section 4, conveyed or to be conveyed to an "Owner" upon which there has been constructed or will be constructed a Home.

Section 7. "Member" shall mean every person or entity who holds membership in the Association.

Section 8. "Owner" shall mean the record owner, whether one or more persons or entities, of any Lot which is part of the Property, including land contract purchasers, but excluding those having such interest merely as security for the performance of any obligations.

Section 9. "Property" shall mean that certain real property described on Exhibit "A" and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

The Property shall be held, transferred, sold, conveyed and occupied subject to the terms and conditions of this Declaration, and any lawful amendments hereto. All Lots conveyed or to be conveyed by Developer to third parties shall be used and held by such third parties in accordance with this Declaration.

ARTICLE III
HOMEOWNERS' ASSOCIATION

Section 1. For the purpose of maintaining the Common Areas and providing community services of every kind and nature required or desired by the Owners, the Association shall be formed. The Articles and By-laws of the Association shall be enacted by Developer as soon as practicable after the recording of this Declaration. In addition, the Association shall prepare rules and regulations with respect to the Property which shall be approved by a majority of the Members of the Association entitled to vote thereon.

Section 2. Developer hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Association, free and clear of all encumbrances and liens, within one (1) year after the date this Declaration is recorded, the following real property:

- (a) a park area of approximately 2.6 acres as described on Exhibit "D" (the "Park") for the exclusive use and enjoyment of the Owners, their families and their guests. The Park shall contain a parking lot large enough to accommodate a minimum of eight (8) automobiles. No commercial activity of any kind shall be permitted in the Park.
- (b) The private roads as described on Exhibit "E."

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

Section 1. The Owner of each Lot shall be a Member of the Association. Membership shall be appurtenant to a Lot and ownership of such Lot shall be the sole qualification for membership.

Section 2. The Association shall have one class of voting membership. All those Owners of Lots in Phase I as described on Exhibit "C" shall have one (1) vote. When more than one person or entity is the Owner of a Lot, all such persons or entities shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. In addition, Developer shall be entitled to twenty-five (25) votes for as long as the land described as Phase II on Exhibit "C" remains unplatted. After Phase II is platted, all those owners of Lots in Phase II shall have one vote.

ARTICLE V
PROPERTY RIGHTS

Section 1. Every Member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with title to every Lot, subject to the following provisions:

- (a) The right of the Association, in accordance with its Articles of Incorporation and By-laws, to borrow money for the purpose of improving the Common Area, and in aid thereof to mortgage the Common Area and the rights of such mortgagee in the Common Area shall be superior to the rights of the Owners hereunder;
- (b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be

- agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by owners representing not less than seventy-five (75%) percent of the votes of the voting membership of the Association has been recorded, agreeing to such dedication or transfer;
- (c) The right of Developer or Association to establish, from time to time, certain easements over the Common Area for utilities and common services purposes;
 - (d) Existing easements and agreements of record; and
 - (e) Easements referred to in Article X hereof.

Section 2. Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area to or for any public use or purpose whatsoever.

ARTICLE VI COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Developer, for each Lot owned by it within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant, which covenant shall run with the land and be binding on every Owner, and agree to pay the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time by the Association as hereinafter provided or in the Association's By-Laws. All such annual and special assessments, together with such interest thereon and costs of collection thereof, including interest, costs and attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made, and such lien may be enforced in the same manner in which mortgages with a power of sale are enforced. Each such

assessment, together with such interest, costs and reasonable attorney's fees for its collection shall also be the personal obligation of the person or entity who was the Owner of the Lot at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. The assessments to be levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Members and shall specifically include, but not be limited to: (1) the maintenance and operation of the Common Area; (2) the payment of taxes (real and personal) and insurance for the Common Area; and (3) the payment of capital improvements to the Common Area.

Section 3. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis. The Association in its By-Laws may adopt further provisions with respect to annual and special assessments, including, but not limited to, the effect of non-payment of assessments and the remedies of the Association in the event of the non-payment of assessments.

Section 4. If an Owner of any Lot in the Property shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, the Association, after approval by two-thirds (2/3) of the Board of Directors, shall have the right, through its agents and employees, to enter upon such Lot and to repair, maintain, and restore the Lot, and the exterior of the improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the annual assessments to which such Lot is subject.

ARTICLE VII
ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made upon any Lot until the plans and specifications showing the nature, kind, shape, height, materials, exterior color, and location of the same shall have been submitted to and approved in writing as to the harmony of exterior design and location in relation to surrounding structures and topography by an architectural control committee composed of three (3) or more representatives appointed by the Association in accordance with the By-laws of the Association. The representatives appointed by the Association are not required to be Members of the Association. If the designated committee fails to disapprove in writing any such design or location within thirty (30) days after such plans and specifications have been submitted to it, approval will be presumed to have been given and this Article will be deemed to have been satisfied. In addition, no change in the exterior color of any structure erected or maintained upon any Lot shall be made unless approved in the manner provided in this Article.

ARTICLE VIII
USE RESTRICTIONS

Section 1. No Lot shall be used except for single residence purposes. No building of any kind whatsoever shall be erected, re-erected, moved or maintained on any Lot other than a single family dwelling house and appurtenant buildings. Structures detached from a single family dwelling house may be erected only if the architectural review committee pursuant to Article VII, in its sole discretion, approves such structures. A family shall mean one person or a group of two or more persons living together and interrelated by bonds of consanguinity, marriage or legal adoption, and their gratuitous guests and domestic servants.

Section 2. No building of any kind whatsoever shall be constructed which is not set back from the mean high water line of the Lake at least 150 feet, and no such building or grading, diking, dredging, filling or other substantial alteration of topography shall be done or permitted to be done, below the level of elevation which is 1,010 feet above sea level, excluding necessary road, driveway and beach construction.

Section 3. No platted Lot shall be divided or split or reduced in size by any means, except by dedication or condemnation of the private roads to be constructed within the Property.

Section 4. No structure of a temporary character, trailer, tent, shack, or other out-building shall be permitted on any Lot and no basement or garage shall be used on any Lot as a permanent or temporary residence. A temporary storage building for materials and supplies to be used in the construction of a Home may be permitted; provided that it is approved by the architectural control committee as to size, location, and duration in existence.

Section 5. No dwelling shall be placed or erected on any Lot unless such dwelling has at least the amount of floor space area (as defined by the Zoning Ordinance of Highland Township) required by such zoning ordinance from time to time; provided, however, that in no event shall such dwellings have a floor space less than the following:

- (a) One story dwelling, not less than 2,000 square feet on the ground floor;
- (b) One and one-half story and two story dwellings, not less than 1,250 square feet on the ground floor and 1,000 square feet on the top level; and
- (c) Tri-level dwellings, of not less than 1,000 square feet on lowest level and not less than 1,500 square feet in the top two levels;

In making computations of square footage, there shall not be included basements, garages, attics, breezeways, porches and similar areas which are not normally classified as living areas.

Section 6. Each Lot shall be maintained so as not to present any unsightly appearance to Owners and residents of other Lots in the Property. Preserving the naturalness of the area is encouraged while prominent display of unused or waste materials or objects is discouraged.

Section 7. Any Home or building on any Lot which may be in whole or in part destroyed by fire, windstorm or otherwise, must be rebuilt with all reasonable dispatch and, pending such rebuilding, all debris shall be removed from such Lot in order to preserve the quality of appearance of the Property.

Section 8. No trucks (other than light trucks and vans) or trailers or commercial vehicles (other than those present on business) may be parked on any Lot.

Section 9. No site shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers concealed from public view. No outside incinerators shall be permitted or used within the Property.

Section 10. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 11. No effluents shall be discharged into any area other than a properly functioning septic tank or sewage disposal system.

Section 12. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose.

Section 13. No firearms are to be discharged on or over the Property.

Section 14. No off-road recreational vehicle (all-terrain vehicles, motorcycles, snowmobiles, etc.) shall be used, driven, or parked on the Property.

Section 15. No sign of any kind shall be displayed to public view on any Lot whether attached or not, other than: (1) one sign of not more than five (5) square feet in surface area and three (3) feet or less above the ground, advertising that a Home and Lot are for sale or lease; and (2) signs used by Developer to advertise the Property during the sale of Lots. Such signs as are allowed must be maintained in good condition at all times and must be removed upon termination of their purpose.

ARTICLE IX
LAKE AND SHORELINE PROTECTION

Section 1. A strip of land extending inland 100 feet in depth from the mean high water line of the Lake shall and is hereby declared to be a "Private Nature Reserve" and is to remain in perpetuity in a natural condition and undisturbed except as provided herein. Development of any portion of this land shall be prohibited.

Section 2. Shore line maintenance shall be at the discretion of the Owners of the Lots on the Lake, except that no individual use of chemical weed controls shall be permitted other than poison ivy or poison oak.

Section 3. No fertilizers shall be used within one hundred (100) feet of the Lake's shore.

Section 4. No activities shall be conducted on or in the Lake that interfere with or endanger normal small lake recreational uses such as boating, swimming or skating. No power driven boats shall be permitted on or in the Lake. Further, when there is ice on or in the Lake, no power driven vehicles shall be permitted on or in the Lake.

Section 5. No docks, decks, or boathouses are to be constructed, placed or erected in the Lake or on the Lake's shore.

Section 6. Only one pathway to the Lake shall be permitted on each Lot. All steps on such pathways must be constructed of natural materials and approved by the architectural control committee.

ARTICLE X
EASEMENTS

Section 1. Easements for ingress and egress for the installation and maintenance of all utilities and drainage facilities are reserved on and over each Lot and the Common Area. The right is also reserved to Developer and the Association to create additional utility easements by separate instrument as may be required from time to time.

Section 2. Use of the private roads described in Exhibit "D" is restricted to ingress and egress by Owners and residents of each Lot, their agents, employees, and invitees.

ARTICLE XI
GENERAL PROVISIONS

Section 1. All restrictions, reservations, covenants, conditions and easements contained in this Declaration shall constitute the covenants running with the land, and all grantees, devisees, or mortgagees, their respective heirs, personal representatives, successors and assigns, and all parties claiming by, through and under such persons, agree to be bound by the provisions of (a) this Declaration and (b) the Articles of Incorporation, the By-Laws, and rules and regulations of the Association.

Section 2. The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and

charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Invalidation of any covenants, conditions or restrictions contained in this Declaration, by judgment or court order, shall in no way affect any of the other covenants, conditions and restrictions, which shall remain in full force and effect.

Section 4. The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a period of twenty-five (25) years from the date this Declaration is recorded, after which period such covenants, conditions and restrictions shall automatically be extended for successive periods of ten (10) years. The covenants, conditions and restrictions of this Declaration may be amended by an instrument signed by owners representing not less than seventy-five (75%) percent of the votes of the voting membership of the Association. Any amendments must be properly recorded. Notwithstanding anything to the contrary contained in this Section, Developer may file an amendment to this Declaration for the purpose of specifying additional lots and common area within the Property by an instrument executed only by Developer. Such amendment need not be signed or executed in the manner otherwise provided for herein. All amendments shall become effective upon the date the amendment is recorded.

Section 5. Whenever there shall have been built within the Property any structure which is in violation of this Declaration, a duly authorized representative of the Association may enter upon the property where such violation exists, and summarily abate or remove the same at the expense of the Owner; provided, however, that the Association shall then make the necessary repairs, construction, etc., to ensure that the lot where such violation occurred is restored to the same condition

in which it existed prior to such violation, and any such entry, abatement, removal or restoration and construction work shall not be deemed a trespass.

Section 6. The failure of the Association, or any owner to enforce any of the terms, provisions, covenants and restrictions of this Declaration shall not constitute a waiver of such terms, provisions, covenants and restrictions and shall not affect or impair the right of the Association, or any owner, at any time thereafter to enforce the same.

IN WITNESS WHEREOF, Developer has executed this document this 15th day of August, 1986.

WITNESS

The Ann Brody Revocable Living Trust dated May 24, 1985

H. Eisenberg
H. Eisenberg
Myron W. Serbay, Jr.
Myron W. Serbay, Jr.

BY: Ann Brody Trustee
Ann Brody, Trustee

The undersigned, as the owner in fee simple of the property described on Exhibit "B" hereby agrees to be bound by the covenants, conditions and restrictions contained in this Declaration and agrees that the covenants, conditions and limitations contained in this Declaration shall run with and bind the property described on Exhibit "B."

WITNESS

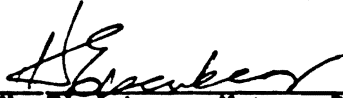
H. Eisenberg
H. Eisenberg
Myron W. Serbay, Jr.
Myron W. Serbay, Jr.

BY: James Golding Garrett
James Golding Garrett,
a single man

86 AUG 27 15:10

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

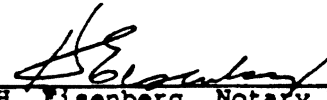
On this 15th day of August, 1986, before me, a notary public, for said County, appeared Ann Brody as Trustee of the Ann Brody Revocable Living Trust dated May 24, 1985, who being duly sworn, did acknowledge that she has read the foregoing and that the same is true of her own knowledge.



H. Eisenberg, Notary Public
Oakland County, Michigan
My commission expires: 12/02/87

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

On this 15th day of August, 1986, before me, a notary public, for said County, appeared James Golding Garrett, a single man, who being duly sworn, did acknowledge that he has read the foregoing and that the same is true of his own knowledge.



H. Eisenberg, Notary Public
Oakland County, Michigan
My commission expires: 12/02/87

Drafted By & when recorded return to
Harry M. Eisenberg
1530 Buhl Building
Detroit, Mi 48226

EASEMENT AGREEMENT

This Agreement sets forth an easement granted by the Ann Brody Revocable Living Trust, dated May 24, 1985, as the owner of Parcel 1 ("Parcel One Owner") and the Ann Brody Revocable Living Trust, dated May 24, 1985, as the owner of Parcel 2 ("Parcel Two Owner").

37/18

RECORDED
SEP-9 15:55

RECITALS:

A. Parcel One Owner is the owner of all of the property described on Exhibit "A" attached hereto (such property is referred to herein as "Parcel 1").

B. Parcel Two Owner is the owner of all of the property described on Exhibit "B" attached hereto (such property is referred to herein as "Parcel 2").

C. Parcel One Owner and Parcel Two Owner desire to establish an easement over the property described in Exhibit "C" attached hereto (the "Property") to be used by: (i) emergency vehicles and (ii) public utilities.

(2)

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NOW, THEREFORE, in consideration of One (\$1.00) Dollar ~~and other valuable consideration~~, the receipt and sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The recitals set forth above are made a part of this Agreement.

[Handwritten signature]

2. Parcel One Owner and Parcel Two Owner hereby grant an easement appurtenant to the Property for the use of the same by (i) public utilities in accordance with Section 4 (Paragraph E) of Highland Township Ordinance No. 231 and any subsequent amendments thereto; and (ii) emergency vehicles.

3. This Agreement shall benefit and be binding upon Parcel One Owner, Parcel Two Owner, their respective licensees, administrators, executors, personal representatives, and assigns, including, without limitation, all subsequent owners of Parcel 1 and Parcel 2 and all persons claiming under them. This Agreement shall constitute covenants to run with all of the aforesaid described land.

4. This Agreement may not be altered or modified except by an agreement in writing signed by all of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 9th day of September, 1986.

Witnesses:

[Signature]
H. EISENBERG

[Signature]
SHELL BLYTH

ANN BRODY REVOCABLE LIVING TRUST,
dated May 24, 1985, as the Owner
of Parcel 1

By: [Signature]
Ann Brody, Trustee
3500 Tiptico Lake Rd.
Milford, Michigan 48042

ANN BRODY REVOCABLE LIVING TRUST,
dated May 24, 1985, as the Owner
of Parcel 2

By: [Signature]
Ann Brody, Trustee

LEGAL DESCRIPTION:

PARCEL NO. 1: Part of the S.W. Fractional 1/4 of Section 18, T.3N., R.7E., Highland Township, Oakland County, Michigan, described as commencing at the W. 1/4 corner of said Section 18; thence S. 00°-07'-30" E., along the West line of said Section, 274.88 ft.; thence S. 89°-25'-56" E., 1067.11 ft. to the point of beginning of said Parcel; thence S. 89°-25'-56" E., 300.00 ft. to the West line of "North Dunham Estates No. 1" (as recorded in Liber 186, Pages 25 & 26, O.C.R.); thence S. 10°-25'-56" E., along said subdivision line, 185.17 ft.; thence S. 19°-37'-23" W., along said subdivision line, 546.46 ft. to Point "B"; thence S. 19°-37'-23" W., 35 ft. more or less, to the waters edge of Dunham Lake; thence Northwesterly along waters edge, 275 ft. more or less; thence N. 17°-39'-20" E., 44 ft. more or less, to Point "C"; (said Point "C" being along a shoreline traverse line N. 73°-02'-37" W., 275.00 ft. from sd. Point "B"); thence from said Point "C", N. 17°-39'-20" E., 363.78 ft.; thence N. 00°-34'-04" E., 272.95 ft. to the point of beginning, containing 4.63 acres. Together with the rights of ingress and egress over a 50 ft. wide easement and a 3 ft. wide easement as described below and also subject to any easements of record.

Exhibit "A"

EXHIBIT A

Highland

Part of the S.W. fractional 1/4 and the N.W. fractional 1/4 of Section 18, T.3N., R.7E., described as beginning at the W. 1/4 corner of said Section 18; thence N. 00°-07'-10" W., along the West line of said Section, 1330.20 ft.; thence S. 89°-18'-26" E., 1324.28 ft.; thence S. 00°-01'-21" E., 1330.16 ft. to the Northerly line of "North Dunham Estates No. 1" (as recorded in Liber 186, Pages 25 & 26, Oakland County Records); thence S. 89°-18'-26" E., along said line, 663.53 ft. to the Center of said Section 18; thence S. 00°-00'-50" E., along the N. & S. 1/4 line of said Section, and Easterly line of said Subdivision, 1332.93 ft.; thence N. 89°-14'-03" W., along the North line of "Dunham Lake Estates No. 1" (as recorded in Liber 74, Pages 27 & 28, Oakland County Records); 1985.74 ft. to the West line of said Section; thence North, along said line, 1025.39 ft.; thence S. 89°-18'-26" E., 350.20 ft.; thence North, 305.00 ft. to the E. & W. 1/4 line of said Section; thence N. 89°-18'-26" W., along said 1/4 line, 350.20 ft. to the point of beginning, containing 98.64 acres, and also subject to any easements of record.

Tax I.D. # 11-18-326-(003)005
11-18-100-010
11-18-301-001

EXHIBIT A

Part of the S.W. fractional 1/4 and the N.W. fractional 1/4 of Section 18, T.3N., R.7E., described as beginning at the W. 1/4 corner of said Section 18; thence N. 00°-07'-10" W., along the West line of said Section, 1330.20 ft.; thence S. 89°-18'-26" E., 1324.28 ft.; thence S. 00°-01'-21" E., 1330.16 ft. to the Northerly line of "North Dunham Estates No. 1" (as recorded in Liber 186, Pages 25 & 26, Oakland County Records); thence S. 89°-18'-26" E., along said line, 663.58 ft. to the Center of said Section 18; thence S. 00°-00'-50" E., along the N. & S. 1/4 line of said Section, and Easterly line of said Subdivision, 1332.93 ft.; thence N. 89°-14'-03" W., along the North line of "Dunham Lake Estates No. 1" (as recorded in Liber 74, Pages 27 & 28, Oakland County Records); 1985.74 ft. to the West line of said Section; thence North, along said line, 1025.99 ft.; thence S. 89°-18'-26" E., 350.20 ft.; thence North, 305.00 ft. to the E. & W. 1/4 line of said Section; thence N. 89°-18'-26" W., along said 1/4 line, 350.20 ft. to the point of beginning, containing 98.64 acres, and also subject to any easements of record.

11-18-326-005 }
 11-18-301-001 } SW 1/4
 11-18-100-010-NW 1/4

Ent 11-18-327-000 - North Dunham Estates No. 1

74027

PARCEL NO. 2: Part of the S.W. Fractional 1/4 of Section 18, T.3N., R.7E., Highland Township, Oakland County, Michigan, described as commencing at the W. 1/4 corner of said Section 18; thence S. 00°-07'-30" E., along the West line of said Section, 274.88 ft.; thence S. 89°-35'-56" E., 707.11 ft. to the point of beginning of said Parcel; thence N. 89°-35'-56" E., 300.00 ft.; thence S. 00°-34'-04" W., 272.95 ft.; thence S. 17°-39'-20" W., 363.78 ft. to Point "C"; thence S. 17°-39'-20" W., 44 ft. more or less, to the waters edge of Dunham Lake; thence Northwestery along waters edge, 250 ft. more or less; thence N. 25°-35'-28" E., 29 ft. more or less, to Point "D"; (said Point "D" being along a shoreline traverse line, N. 73°-02'-37" W., 250.00 ft. from said Point "C"); thence from said Point "D", N. 25°-35'-28" E., 110.52 ft.; thence N. 00°-34'-04" E., 450.00 ft. to the point of beginning, containing 3.78 acres. Together with the rights of ingress and egress over a 60 ft. wide easement and a 30 ft. wide easement as described below, and also subject to any easements of record.

Exhibit "B"

EXHIBIT B

Land situated in the Township of Highland, Oakland County, Michigan, described as Lot 5 North Dunham Estates No. 1, as recorded in the Oakland County Records, Liber 186, Pages 25 and 26.

11-18-327.005

186025

EXHIBIT D

Part of the S.W. 1/4 of Section 18, T.3N. . R.7E., Highland Township, Oakland County, Michigan, described as commencing at the West 1/4 corner of said Section 18; thence South, along the West line of said Section, 792.00 ft. to the point of beginning of said described Parcel; thence S. 89°-18'-26" E., 350.00 ft.; thence South, 538.84 ft.; thence N. 89°-14'-03" W., 350.20 ft. to said West line; thence North, along said line, 538.39 ft. to the point of beginning. Subject to any easements of record.

11-18-301-001
Repeat#

A 60 ft. wide private road and public utility easement, the centerline of which is described as commencing at the W. 1/4 corner of said Section 18; thence S. 00°-07'-30" E., along the West line of said Section, 623.47 ft. to the point of beginning of said centerline description; thence N. 70°-07'-30" E., 384.68 ft.; thence N. 62°-47'-58" E., 387.00 ft.; thence S. 01°-34'-04" W., 26.10 ft. to the center of a 60 ft. turning radius and point of ending of said centerline description.

30 FT. PUBLIC UTILITY & EMERGENCY VEHICLE EASEMENT:

A 30 ft. wide public utility and emergency vehicle easement, centerline of which is described as commencing at the W. 1/4 corner of said Section 18; thence S. 00°-07'-30" E., along the West line of said Section, 274.88 ft.; thence S. 89°-25'-56" E., 707.11 ft. to the point of beginning of said centerline description; thence S. 89°-25'-56" E., 600.00 ft. to the Westerly line of Lot #11 of "North Dunbar Estates No. 1" (as recorded in Liber 186, Pages 25 & 26, Oakland County Records); thence S. 10°-25'-56" E., along said Westerly line, 185.17 ft. to the point of ending of said centerline description.

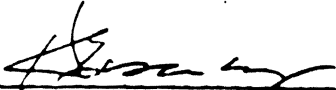
11-18-326-005-SW1/4

11-18-326-011-Lot 11 - 186025

Exhibit "C"

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 9th day of September, 1986, by Ann Brody, the Trustee of the Ann Brody Revocable Living Trust, dated May 24, 1985, as owner of Parcel 1 and Parcel 2.



H. Eisenberg, Notary Public
Oakland County, Michigan
My commission expires: 12/02/87

DRAFTED BY AND WHEN
RECORDED RETURN TO:

H. EISENBERG
1530 BUHL BLDG.
DETROIT, MI 48226

EXHIBIT "C"

assessment
128,870

\$ 257,758²⁰⁰⁴
2003 assessment

2001
113,670
x2

PHASE I - 15 votes

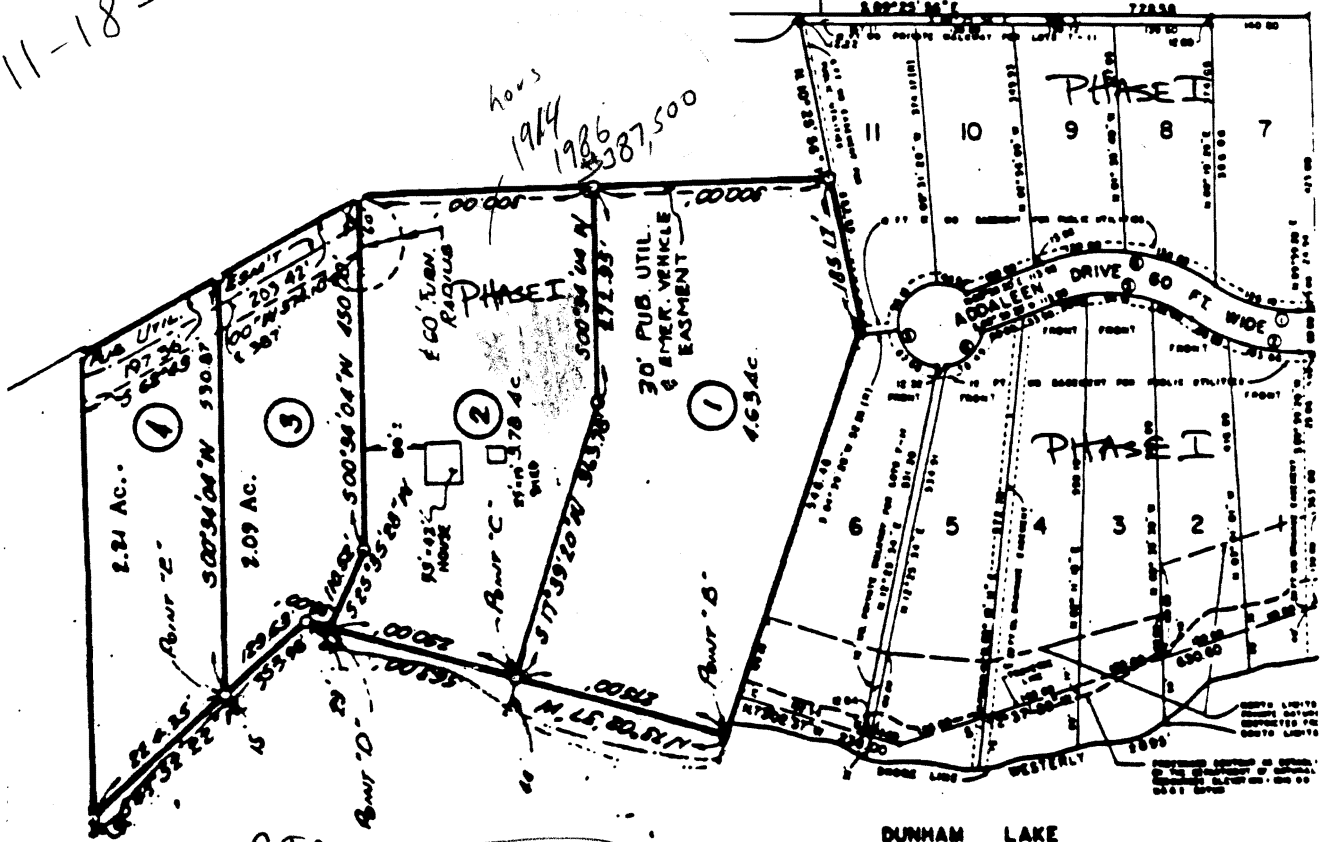
PHASE II - 25 votes

Tax ID
326

PHASE II

014

11-18-326-014



has
1984 1986
\$387,500

RIA

2.09 acres

1000

DUNHAM LAKE
WATER EL. 998.8
DATE: 9-16-00