notice of the termination by waiver or otherwise of their rights to appoint Directors. Upon receipt of notice that Bromley or Pulte or the aforesaid successor or assignee no longer retains the right of appointment of Directors, the appropriate Constituent Association shall promptly elect two (2) Directors, who shall each serve as Directors of the Association until they resign or they are replaced by an election of new Directors by the Constituent Association that elected them.

- The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by this Declaration.
- In addition to the foregoing duties imposed herein or any further duties which may be imposed by resolution of the Members of the Association, the Board of Directors shall be responsible specifically for the following:
  - To manage and administer the affairs related to and to maintain the (a) Common Facilities described in Article II, paragraph 1.
  - To levy and collect the assessments described in Article IV above and to (b) use the proceeds thereof for the purposes of the Association.
  - To establish annual operating budgets (including reserves for repair and replacement) for the maintenance and operation of the Common Facilities described in Article II, paragraph 1.
    - To carry insurance and collect and allocate the proceeds thereof. (d)
    - To rebuild improvements after casualty. (e)
  - To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Common Facilities and such other improvements as the Association may be required or authorized to operate or maintain.
  - To acquire, maintain and improve; and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Condominium Unit or Lot and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.
  - To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall be approved by both Constituent Associations pursuant to an affirmative vote of a majority of the members of each Constituent Association.
  - To make rules and regulations in accordance with Article II, paragraph 5 (i) above.



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- (j) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Common Facilities described in Article II and to delegate to such committees any functions or responsibilities which are not by law or this Declaration required to be performed by the Board.
- (k) To enforce the remedies for collection of assessments, dues and fees as set forth in this Declaration.
- 4. The Board of Directors may employ for the Association a professional management agent (which may include either or both Co-Declarants or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in paragraphs 2 and 3 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by this Declaration required to be performed by or have the approval of the Board of Directors. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by either Co-Declarant or any affiliate of a Co-Declarant, in which the maximum term is greater than three years or which is not terminable by the Association upon 90 days written notice thereof to the other party.
- 5. Vacancies in the Board of Directors which occur for reasons other than the resignation or inability to serve of a Director appointed by either Co-Declarant shall be filled by the Constituent Association that was represented by the former Director. The Constituent Association appointing or electing the replacement Director shall notify the Association of the identity of the replacement Director by filing a duly adopted resolution of the Constituent Association with the Secretary of the Association setting forth the name and address of the replacement Director it has appointed or elected. Each person so appointed or elected shall be a Director until a successor is appointed or elected by the Constituent Association that appointed or elected him or her. Vacancies among Directors appointed by either Co-Declarant shall be filled by the party that appointed him or her.
- 6. A Director of the Association may be removed, with or without cause, but only by the party that elected or appointed that Director.
- 7. The first meeting of a newly elected or appointed Board of Directors shall be held within 15 days of election or appointment of a Director at such place as shall be fixed by the Directors, and no notice shall be necessary to the newly elected or appointed Director or Directors in order legally to constitute such meeting, provided that a majority of the whole Board shall be present.
- 8. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director personally, by mail, telephone or telegraph, at least 10 days prior to the date named for such meeting.



- 9. Special meetings of the Board of Directors may be called by the President on three days notice to each given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two Directors (or of one Director appointed by either Co-Declarant if the Co-Declarants have temporarily reduced the number of Directors to two).
- 10. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.
- 11. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon 24 hours prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.
- 12. The actions of the any Board of Directors of the Association elected by the Co-Declarants or their respective successors or assignees shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in this Declaration.
- 13. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.
- 14. Notwithstanding any other provision in this Declaration, no Board of Directors of the Association shall commence any litigation against either Co-Declarant or the successor or assignee of a Co-Declarant as such unless and until commencement of the litigation has been approved by both Constituent Associations pursuant to an affirmative vote of seventy-five (75%) percent or more of the members entitled to vote in each Constituent Association attained after special meetings held specifically for the purpose of approving such action.
- 15. With respect to all matters acted upon by the Board of Directors, each Director shall have one vote and each vote shall be weighted equally. To the extent that one or more tie votes by the Directors impairs or threatens to impair the capacity of the Association to carry out its duties and obligations, the matter or matters subject to the tie vote or votes shall be submitted to arbitration as described in Article XVI below.



# ARTICLE VIII OFFICERS

- 1. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. Any two offices except that of President and Vice President may be held by one person and specific limitations apply to the offices of President and Vice President as set forth below.
  - (a) The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of an association. No person shall serve as President for more than two consecutive years and the office of President shall rotate between Directors elected by Condominium Associations and Directors elected by Homeowners Associations so that a President that is a Director from one type of Constituent Association is succeeded as President by a Director of the other type of Constituent Association.
  - (b) The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors. The office of Vice President shall be held by a Director elected by a Condominium Association if the office of President is then held by a Director elected by a Homeowners Association and vice versa.
  - (c) The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.
  - (d) The Treasurer shall have responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.
- The officers of the Association shall be elected annually by the Board of Directors and shall hold office at the pleasure of the Board.
- 3. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been



included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

### **ARTICLE IX** <u>SEAL</u>

The Association may (but need not) have a seal. If the Board determines that the Association shall have a seal, then it shall have inscribed thereon the name of the Association, the words "corporate seal", and "Michigan".

### ARTICLE X FINANCE

- The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses of the Common Facilities and any other expenses incurred by or on behalf of the Association. Such accounts and all other Association records shall be open for inspection by the officers and directors of the Members and all Owners and the mortgagees of Owners during reasonable working hours. The Association shall prepare and distribute to each Member and Owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. The costs of any such audit and any accounting expenses shall be expenses of administration.
- The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.
- Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation or their current statutory successors and may also be invested in interest bearing obligations of the United States Government.

### ARTICLE XI INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement, incurred by or imposed upon him in connection with any threatened, pending

or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Directors or officer at the time such expenses are incurred, except as otherwise prohibited by law; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least ten days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Members and Owners thereof. Further, the Board of Directors is authorized to carry officers' and directors liability insurance covering acts of the officers and Directors of the Association in such amounts as it shall deem appropriate.

### **ARTICLE XII** AMENDMENT

The Co-Declarants collectively reserve the right by written instrument, signed, acknowledged and recorded with the Washtenaw County Register of Deeds, to modify, amend, restate, waive or repeal any or all of the provisions herein contained for so long as either Co-Declarant or its successor or assign continues to own a Lot or Condominium Unit within the Bromley Park Community; provided that no such modification, amendment, restatement, waiver or repeal shall unreasonably impair the right of any Owner to use and enjoy his or her Condominium Unit or Lot. Once all Lots and Condominium Units in the Bromley Park Community have been sold by Bromley and Pulte and their respective successors or assignees, the provisions set forth in this Declaration may be amended upon the approval of both Constituent Associations based on an affirmative vote by sixty-six and two/thirds percent (66-2/3%) of the members of each Constituent Association that are entitled to vote. In no event shall the provisions in Article II and III above regarding the responsibilities for maintenance, repair and replacement of facilities and improvements be amended or modified without the prior approval of the Township.

### **ARTICLE XIII ASSIGNABILITY AND WAIVER**

Each Co-Declarant may at any time or times assign or waive any or all of its rights or powers under this Declaration by recording a notice of same with the Washtenaw County Register of Deeds.

### **ARTICLE XIV** SEVERABILITY

The voiding or invalidation of any one or more of the covenants, conditions or restrictions, or parts thereof, contained herein, by judgment or court order, shall in no way affect any of the remaining provisions, and all of said restriction shall remain totally and severally enforceable.



### **ARTICLE XV** NOTICES

Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the Person who or which appears as the authorized agent of the Member in the records of the Association at the time of the mailing or, with respect to an Owner, to the last known address of the Person who or which appears as Owner in the records of appropriate Constituent Association the time of mailing. Each Constituent Association shall provide the Association with access to its records to the extent such access is required for the provision of notice in accordance with this Article XV.

### **ARTICLE XVI RESOLUTION OF DISPUTES**

All parties acquiring an interest in the Subdivisions and Condominiums developed within the Bromley Park Community, as a condition of acquiring such interest, stipulate and agree that all questions, disputes or controversies arising between or among the Members of the Association shall be resolved exclusively in accordance with the following procedures:

The dispute will be submitted to mediation, with a single mediator to be First: jointly selected by the Constituent Associations that are in dispute. If the two sides cannot mutually agree on the selection of a single mediator within ten (10) days, each shall select one mediator; the two mediators will jointly select a third mediator who will mediate the dispute. The cost of mediation will be Shared equally by each side to the dispute.

If the dispute is not resolved through mediation within sixty (60) days, the dispute will be submitted to binding arbitration to be conducted in Washtenaw County, Michigan in accordance with the rules of the American Arbitration Association. The parties to the dispute shall have ten days to reach unanimous consensus on a single arbitrator to resolve the dispute or controversy. If they cannot so agree, then each shall appoint one arbitrator and the two arbitrators so appointed shall select a third arbitrator within the following ten day period; the three arbitrators so selected shall act as a panel to consider and resolve the dispute or controversy. If the two arbitrators appointed cannot agree on a third arbitrator, then the American Arbitration Association shall choose a third arbitrator. The decision of the sole arbitrator, or (if there shall be three arbitrators) of two of the three arbitrators, shall be final and binding on this Association and the disputing Member or Members. Unless otherwise agreed by the parties to such arbitration, all hearings shall be held by, and all written submissions shall be made to, the arbitrator or arbitrators within thirty (30) days following appointment of the arbitrator or arbitrators. The decision of the arbitrator or arbitrators shall be made within thirty (30) days following the later of the date of the last hearing or the date of the final submission by the parties to such arbitration. Any award or decision of the arbitrator or arbitrators may be enforced in any court of competent jurisdiction. The parties to the dispute shall each bear an equal share of the fees of the arbitrator or arbitrators, but shall bear their own respective expenses in connection with any arbitration pursuant hereto.



- It is the express intent of the Co-Declarants and this document that no lawsuits or other court proceedings be instituted or prosecuted by the Constituent Associations against one another or against either Co-Declarant with regard to issues pertaining to the Association or the Bromley Park Community. The Constituent Associations and their members hereby expressly waive their rights to institute or prosecute any lawsuits or other court proceedings against either or both Co-Declarants or the other Constituent Associations with regard to issues pertaining to the Association or the Bromley Park Community.
- The mediation and arbitration provisions set forth in this Article XVI shall be used to resolve any impasse resulting from a tie vote of the Board of Directors that impairs or threatens to impair the capacity of the Association to carry out its duties and obligations.

IN WITNESS WHEREOF, the Co-Declarants have duly executed this Declaration of Covenants, Conditions and Restrictions on the date first above set forth.

WITNESSES:

"CO-DECLARANT" - "BROMLEY"

Bromley Park Condominiums, L.L.C., a Michigan limited liability company

By: BPC Building Company, L.L.C., a Michigan limited liability company,

Manager

Sevin Spizizer, Trustee of the Kevin

Spizizen Declaration of Trust u/a/d November 11, 1997

Its: Member

"CO-DECLARANT" - "PULTE"

Pulte Land Company, L.L.C., a Michigan limited liability company

Moward Fingeroot

Its: Mánager

[Notaries contained on following page.]



STATE OF MICHIGAN	)				
COUNTY OF OAKLAND	) ss. )				
The foregoing instrument was acknowledged before me this <a href="#">— 9</a> day of October, 2002, by Kevin Spizizen, Trustee of the Kevin Spizizen Declaration of Trust u/a/d November 11, 1997, Member of BPC Building Company, L.L.C., a Michigan limited liability company, the Manager of Bromley Park Condominiums, L.L.C., a Michigan limited liability company, on behalf of the company.  RHODA J. DOUGLAS  Notary Public, Oakland County, Notary Public, Oakland County					

STATE OF MICHIGAN )

\*\*MAYNE\*\* ) ss

COUNTY OF GAKLAND )

The foregoing instrument was acknowledged before me this  $\frac{29^{\mu\nu}}{2}$  day of October, 2002, by Howard Fingeroot, Manager of Pulte Land Company, L.L.C., a Michigan limited liability company, on behalf of the company.

LENORE A. JOHNSON

A Notary Public For Wayne County Michigan
My Commission Expires 04/26/2005

NOTARY PUBLIC

County of \_\_\_\_\_\_, State of Michigan

My Commission Expires:

### ACKNOWLEDGMENT

Geddes Partners joins in the execution of the Declaration set forth above solely for the purpose of subjecting its ownership interests in certain land to the terms and conditions of the aforesaid Declaration. Geddes Partners does not undertake any liability by executing this Declaration.

"GEDDES PARTNERS"

Geddes Partners, L.L.C., a Michigan limited

liability company

Norman J. Cohen

Its: Authorized Agent

CAROL E. XIISNER

[Notary contained on following page.]



Peggy M Haines, Washtenau DEC 536698

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COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this day of October, 2002, by Norman J. Cohen, the Authorized Agent of Geddes Partners, L.L.C., a Michigan limited liability company, on behalf of the company.

ROSEANNE M. TAPP Notary Public, Oakland County, MI My Commission Expires Jun. 29, 2005

THIS INSTRUMENT DRAFTED BY AND WHEN RECORDED, RETURN TO:

Dean J. Gould, Esq. George W. Day, Esq. Jackier, Gould, Bean, Upfal & Eizelman Second Floor, 121 West Long Lake Road Bloomfield Hills, MI 48304-2719

F:\DOC\GEORGE\REAL\BROMLEY PARK\COMMASSOS-DEC4.wpd

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### **EXHIBIT "A"** LEGAL DESCRIPTION OF "BROMLEY PARK COMMUNITY

Two adjacent parcels of land located in the Charter Township of Superior, Washtenaw County, Michigan, and more particularly described as:

Parcel 1 (being all of the land subject to inclusion in the Condominium known as "Bromley Park Condominium", as it may be expanded)

Part of the Northeast 1/4 of Section 35, T2S, R7E, Superior Township, Washtenaw County, Michigan, legally described as commencing at the Northeast corner of said Section 35; thence S01°54'15"E 60.00 feet along the East line of said Section 35; thence S87°40'29"W 811.53 feet along the Southerly right of way line of Geddes Road (proposed 60 foot ½ width) for a Place of Beginning; thence S02°19'31"E 383.94 feet; thence S00°38'51"E 72.80 feet; thence S03°23'04"E 180.00 feet; thence S03°21'17"E 60.00 feet; thence S00°12'28"W 62.04 feet; thence S04°51'53"W 58.62 feet; thence S05°15'45"W 300.00 feet; thence S84°44'15"E 120.00 feet; thence S05°15'45"W 132.53 feet; thence N84°44'15"W 120.00 feet; thence S05°15'45"W 120.00 feet; thence S01°51'39"W 71.79 feet; thence S05°36'34"E 72.45 feet; thence S12°37'05"E 68.38 feet; thence S14°25'17"E 120.00 feet; thence S13°27'59"E 59.99 feet; thence S20°31'43"E 78.75 feet; thence S31°39'53"E 79.79 feet; thence S43°37'23"E 79.79 feet; thence S55°34'53"E 79.79 feet; thence S58°51'19"E 81.39 feet; thence N26°28'40"E 126.40 feet; thence S63°32'11"E 140.62 feet; thence S25°36'20"W 120.00 feet; thence S69°43'25"E 77.65 feet; thence S80°22'56"E 77.65 feet; thence N88°57'34"E 77.65 feet; thence N78°18'03"E 77.65 feet; thence N67°38'32"E 77.65 feet; thence N56°54'29"E 78.74 feet; thence N51°00'21"E 13.18 feet; thence S01°54'15"E 539.62 feet along the East line of said Section 35; thence S87°43'42"W 1487.50 feet along the East-West 1/4 line of said Section 35; thence N02°11'20"W 2610.28 feet; thence N87°40'29"E 688.95 feet along the Southerly right of way line of said Geddes Road to the Place of Beginning; containing 50.71 acres of land, more or less, and being subject to easements and J-10-35-100-001 PT restrictions of record, if any.

Parcel 2 (being all of the land subject to inclusion in the Subdivisions is be established within the Bromley Park Community)

The West 1/2 of the Northwest 1/4 of Section 36 and part of the Northeast 1/4 of Section 35, T2S, R7E, Superior Township, Washtenaw County, Michigan, legally described as commencing at the Northwest corner of said Section 36; thence S01°54'15"E 60.00 feet along the West line of said Section 36 for a Place of Beginning; thence N88°32'07"E 1324.09 feet along the Southerly right of way line of Geddes Road (Proposed 93 feet wide); thence S02°07'26"E 2604.07 feet along the East line of the West 1/2 of the Northwest 1/4 of said Section 36; thence S88°12'06"W 1334.05 feet along the East-West ¼ line of said Section 36 to the West 1/4 corner of said Section 36; thence N01°54'15"W 539.62 feet along the West line of said Section 36; thence S51°00'21"W 13.18 feet; thence S56°54'29"W 78.74 feet; thence S67°38'32"W 77.65 feet; thence S78°18'03"W 77.65 feet; thence S88°57'34"W 77.65 feet; thence N80°22'56"W 77.65 feet; thence N69°43'25"W 77.65 feet; thence N25°36'20"E 120.00 feet; thence N63°32'11"W 140.62 feet; thence S26°28'40"W 126.40 feet; thence N58°51'19"W 81.39 feet; thence N55°34'53"W 79.79 feet; thence N43°37'23"W 79.79 feet; thence N31°39'53"W 79.79 feet; thence N20°31'43"W 78.75 feet; thence N13°27'59"W 59.99 feet; thence N14°25'17"W 120.00 feet; thence N12°37'05"W 68.38 feet; thence N05°36'34"W 72.45 feet; thence

J-10-36-200-001 J-10-35-100-001PT



### **EXHIBIT "A" - continued**

N01°51′39″E 71.79 feet; thence N05°15′45″E 120.00 feet; thence S84°44′15″E 120.00 feet; thence N05°15′45″E 132.53 feet; thence N84°44′15″W 120.00 feet; thence N05°15′45″E 300.00 feet; thence N04°51′53″E 58.62 feet; thence N00°12′28″E 62.04 feet; thence N03°21′17″W 60.00 feet; thence N03°23′04″W 180.00 feet; thence N00°38′51″W 72.80 feet; thence N02°19′31″W 383.94 feet; thence N87°40′29″E 811.53 feet along the Southerly right of way line of said Geddes Road to the Place of Beginning, containing 118.40 acres of land, more or less, and being subject to easements and restrictions of record, if any.

Peggy M Haines, Washtenaw DEC 5366987

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## EXHIBIT "B" LEGAL DESCRIPTION OF CONSERVATION EASEMENT

(Part of the "Woodland Preserve")

A parcel of land located in the Charter Township of Superior, Washtenaw County, Michigan, and more particularly described as:

Part of the Northwest 1/4 of Section 36, T2S, R7E, Superior Township, Washtenaw County, Michigan, legally described as commencing at the West 1/4 corner of said Section 36; thence N01°54′15″W 128.53 feet along the West line of said Section 36; thence N88°05′45″E 249.48 feet for a Place of Beginning; thence N33°18′57″E 487.93 feet; thence N39°53′19″E 520.01 feet; thence N41°27′14″E 354.06 feet; thence N35°21′03″E 289.01 feet; thence N01°42′27″W 174.57 feet; thence N09°58′01″W 120.37 feet; thence N90°00′00″W 36.15 feet; thence S37°20′31″W 119.30 feet; thence S07°14′50″E 26.54 feet; thence N90°00′00″E 37.78 feet; thence S30°20′25″E 36.45 feet; thence S27°17′49″W 67.72 feet; thence S39°24′33″W 226.68 feet; thence S44°07′32″W 115.84 feet; thence S39°21′45″W 428.76 feet; thence S33°55′42″W 158.73 feet; thence S42°49′45″W 80.11 feet; thence S37°18′19″W 139.97 feet; thence S44°33′35″W 145.25 feet; thence S29°02′44″W 123.68 feet; thence S42°22′06″W 99.22 feet; thence N79°28′44″W 75.46 feet; thence S31°52′16″W 87.51 feet; thence S38°05′01″E 124.89 feet; thence S62°05′50″E 112.65 feet to the Place of Beginning; containing 6.34 acres of land, more or less and being subject to easements and restrictions of record.

J-10-36-200-0018T



/ M Haines, Washtenaw DEC 536698

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# Exhibit "D"

# Bronnley Park

