

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
BRUCE MEADOWS SUBDIVISION

LIBER 05848PG140

This Declaration made this 11th day of March, 1993, by Anthony Ciaramitaro and Mary Grace Ciaramitaro, husband and wife, of 13 Apple St. Gloucester, Mass. 01930; and Donald Bennet & Karen Bennett, husband and wife; Edward W. Bennett and Susan M. Bennett, husband and wife hereinafter referred to as "Declarant" by and through their attorney in fact; Salvatore Daleo pursuant to Durable Power of Attorney and Comerica Mortgage Corporation, a Michigan Corporation as the underlying lien holder on said property.

WITNESSETH:

WHEREAS Declarant is the owner of land recorded as BRUCE MEADOWS SUBDIVISION Plat and has obtained final plat approval from the Township of Bruce, Macomb County, Michigan for the development thereof, Said land is more specifically described as set forth in Exhibit A attached hereto and made a part hereof.

WHEREAS Declarant desires to provide for the preservation and enhancement of property values, benefits, amenities and opportunities in said development for the ownership, maintenance and use of the Common and Retention areas and as such desires that the real property incorporated in the recorded plat for Bruce Meadows and any property added subsequent thereto, hereinafter referred to as "property" be subject to covenants, restrictions, easements, charges and liens hereinafter set forth, and each and all of which is for the benefit of said property and each owner thereof,

WHEREAS the developer is developing the above described property and has set aside for the benefit of each lot owner the park and retention basin "Pine Lake" as a common area, dedicated and conveyed to the homeowners association to be formed and later referred to herein.

WHEREAS it is intended that these covenants, conditions and restrictions supersede that certain Declaration dated April 3, 1992 and recorded in Liber 05407, Page 668-673, Macomb County Records.

NOW, THEREFORE, the Declarant declares, covenants and agrees:

ARTICLE I. DEFINITIONS.

Section 1. "Declaration" shall mean the covenants, conditions and restrictions and all other provisions set forth in this entire document and any subsequent amendments.

Section 2. "Declarant" shall mean and refer to Anthony Ciaramitaro and Mary Grace Ciaramitaro, their successors or assigns; Donald Bennett and Karen Bennett, their successors or assigns and Edward W. Bennett and Susan M. Bennett, their successors or assigns.

Section 3. "Property" shall mean and refer to all property recorded as part of the Plat for Bruce Meadows and any subsequent property which becomes subject to this declaration by reference.

Section 4, "Dwelling House" shall mean and refer to any portion of a structure situated upon the property designed and intended for use and occupancy as a residence by a single family.

Section 5, "Lot" shall mean and refer to any separated numbered plot of land shown upon the recorded subdivision plat of the property.

Section 6, "Park" shall mean and refer to any area of land designated on the recorded plat of the property as private park.

Section 7, "Common Area" shall mean and refer to any area of land for the use and benefit of all property owners including the private park, retention basin or any other designated common area.

Section 8, "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot, but excluding those persons having such interest merely as security for the performance of an obligation, and except owners who have entered into a land contract for the sale of any lot when the land contract or memorandum thereof has been recorded in the office of the Macomb County Register of Deeds. In such cases, the land contract purchaser shall be the owner instead of the land contract seller.

Section 9, "Occupant" shall mean and refer to the occupant of a dwelling house who shall be the owner.

Section 10, "Supplementary Declaration" shall mean and refer to any Declaration of covenants, conditions and restrictions which may be recorded by the Declarant which extends the provisions of this declaration to a parcel and contains such complimentary provisions for such parcel as are set forth by this declaration.

Section 11, "Retention Area" shall refer to portions of the storm water drainage system included within the park area used as a sedimentation retention basin.

Section 12, "Association" shall refer to the Bruce Meadows Subdivision Association organized as a non-profit corporation for a perpetual term under the laws of the State of Michigan and required to be incorporated within 90 days following the recording of the final plat.

ARTICLE II. PROPERTY SUBJECT TO THIS DECLARATION

Section 1. The real property which is and shall be held, sold, transferred, conveyed and occupied subject to this declaration, is located in the Township of Bruce, County of Macomb, State of Michigan and is recorded under the Plat for Bruce Meadows.

ARTICLE III. PARK, COMMON AREA, RETENTION AREA

Section 1, Title to the Park, Common and Water Retention Areas, also known as "Pine Lake" shall be vested in the Association hereinafter described, as trustee for the exclusive benefit of the Owners and their guests, subject to the right and easement of enjoyment in and to such area by the owners. Such easement shall not be personal but shall be considered to be appurtenant to the lots, which easement shall pass with title to the lots, whether expressly set forth in deeds to the lots or not, subject to the following:

- (a) The right of Declarant to make and enforce reasonable rules and regulations carrying out the terms of this declaration and to fulfill its purposes.
- (b) The right of either Declarant, Association or both to fix and levy reasonable assessments with respect to the Park Area which assessments shall be utilized for the use, maintenance, repair, replacement and administration of park areas.
- (c) The right of either Declarant, Association or both to grant future easements within the park area for the installation, repair and maintenance of water mains, storm and sanitary sewers, drainage courses and other public utilities.

Section 2, Control and jurisdiction over the Park, Retention and Common areas shall be vested in the Association. These areas shall be promptly maintained, repaired and improved as reasonably necessary.

Section 3. The Park and Lake Area may be used for recreation by lot owners and their guests in accordance with rules and regulations by the Declarant or Association. No commercial activity of any nature shall be conducted in any Park or Lake Area.

In the event the Association or Declarant shall at any time fail to repair, maintain, or improve the Park, Retention or Common Area in a reasonable manner and condition, and the Township of Bruce determines that such failure constitutes a breach of the provisions of this Covenant, the Township of Bruce may issue a written order to the Association to eliminate the conditions existing or breach of this covenant, as the case may be, within 30 days from the date of said notice. Notice shall be deemed sufficient if delivered by ordinary mail to the last known resident agent of the Association or any last known member of the board of directors of such Association. If compliance is not made within

such time or upon written petition of fifty-one (51%) percent or more of the lot owners, the Township of Bruce, by or through its agents, employees or contractors may enter upon the lands constituting the park area and correct the problem then existing. All costs incurred thereby, including, but not limited to administrative, engineering and attorney fees, directly or indirectly, shall be charged to each lot owner proportionately. Such billing shall be mailed separately to each lot owner and in the event payment is not made such amount shall constitute a lien upon the land to be collected and enforced with penalties and interest in the same manner as Ad Valorem real property taxes thereon. Such activity by the Township of Bruce shall not be deemed to constitute a taking. The Association and Declarant shall not be relieved from liability for continued maintenance, repair and improvement by any such action taken by the Township of Bruce. The Association and Declarant indemnify fully from all liabilities, claims, costs and attorney fees, the Township of Bruce as a result of any action or inaction undertaken by the Township of Bruce in exercise of the power and rights set forth herein. The Association and/or lot owners shall maintain public liability insurance covering the use of all Common areas and shall recite the Township of Bruce as an insured party.

Section 4. Notwithstanding that the park area is private, such area shall be subject to public enforcement of all of the ordinances of the Township of Bruce and statutes of the State of Michigan to the same extent as if it were lands open to the public.

Section 5. Additional uses for the park may be established if approved in writing by a majority of the votes cast by lot owners which shall not interfere with the continued right of the Declarant to establish and maintain easements or the right of the Township of Bruce to enforce the maintenance and repair of the park areas.

Section 6. Declarant consents and agrees that taxes and assessments, if any, assessed against the Common Areas may be prorated by the Township of Bruce, among the lot owners and billed to each owner of record as part of Ad Valorem taxes assessed to individual lots so as to constitute a lien on the individual lots to be collected and enforced in the same manner as the Ad Valorem taxes and assessments directly applicable to such lots.

Section 7. The size, surface area and storage capacity of the water retention basin area as originally constructed shall not be decreased or in any way encroached upon by any lot owner or the Association,

ARTICLE IV. ASSOCIATION

LIBER 05848 PC 144

Section 1. The Association shall be organized as a non-profit corporation on a non-stock basis for a perpetual term under the laws of the State of Michigan. Such an association shall be incorporated by the Declarant prior to the sale of any lots but in any event within 90 days following the recording of the final plat.

Section 2. Membership in the Association shall be mandatory for each lot owner and any subsequent owner. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. If more than one person holds an interest in any lot all such persons shall be members of the Association but each lot shall be entitled to only one vote and such person shall exercise their vote as they among themselves determine, delivering such vote by written proxy. The Declarant shall be entitled to four votes for each lot in which it holds fee simple title in order to insure the orderly development of the Subdivision and Park. In the event any lot is sold on land contract by Declarant to a residential builder, the vote for such lot shall be retained by Declarant in the amount of four (4) votes for each such lot until the land contract has been paid in full and a warrant deed delivered by Declarant.

Section 3. The Association shall have the authority and responsibility to establish by-laws, rules, regulations and policies for the Association, including the authority to make and enforce regulations pertaining to the ownership, maintenance and use of the park subject to the provisions in favor of the Township of Bruce and Declarant as set forth herein.

Section 4. Assessments shall be levied by the Association on each lot now or hereafter incorporated in the Association and shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of lot owners and shall be assessed as reasonably necessary for the periodic maintenance, management, preservation, treatment and improvement of Park, Common and Retention Areas and other improvements and maintenance including but not limited to payment of insurance thereon, cost of labor, materials, equipment, management supervision.

Section 5. Until January 1, 1993, the minimum annual assessment shall be \$ 50.00 and may be increased year to year thereafter by not more than 10% without a vote of the membership. From and after recording of the plat and these restrictions, the maximum annual assessment may be increased above 10% by a vote of 2/3 of the members, including the Declarant, who are voting in person or by proxy. Until the Declarant transfers control of the subdivision to the Association, the Declarant shall be responsible for maintenance of the park, common and retention areas and all annual assessments by lot owners other than Declarant shall be paid to Declarant. Until control is transferred Declarant shall not be

subject to assessments of any kind and Declarant shall fix the date for the first annual assessment furnishing notice to owners of record at such time.

The Board of Directors may fix the annual assessment in an amount not less than the minimum or in excess of the maximum. Anything to the contrary notwithstanding, in case a lot is sold on land contract by Declarant to a residential building the obligation for the assessment shall be that of the building prior to sale to an owner.

In addition to annual assessments the association may levy a special assessment for the purpose of defraying in whole or in part, any capital improvement in the park area or any improvement or repair in connection with storm water drainage or retention or the cost of establishing or adding to a reserve therefore.

Section 6. Written notice of meetings shall be sent to all members not less than 30 days nor more than 60 days in advance of any such meeting by sending notice to the last address as shown in assessment records of the Township of Bruce of records in Macomb County Register of Deeds.

Section 7. A quorum of either the membership of the Association or the board of directors shall be established by the presence of members or directors, respectively, in person or by proxy equal to more than 35% of all such owners or directors.

Section 8. A lien is established for assessments, annual or special provided for herein. Such lien shall be subordinate to any first mortgage on the property. Sale or transfer of any lot shall not affect the assessment lien. No sale or transfer shall relieve such lot from liability for any assessments.

Any assessments levied remaining unpaid within 10 days after the due date, together with expenses of collection shall bear interest at the rate of 7% per annum and the Association may, pursuant to duly promulgated rules and regulations establish fines for late payment of such assessments in addition. Expenses incurred in collecting delinquent assessments including interest, costs and reasonable attorney fees not limited to statutory fees shall be chargeable to owner in default and shall be secured by the lien on his lot. No owner may waive or relinquish the liability for assessments by non-use, abandonment or any other measures.

ARTICLE V. LAND AND BUILDING TYPE

Section 1. No lot in the subdivision shall be used for other than a single dwelling unit for single family residential purpose, including an attached garage. Said attached garage shall not be smaller than that necessary to park two cars.

No dwelling structure shall be erected, placed or altered unless in conformance with the following minimum size requirements as to living area exclusive of basement, garage, porches or breezeways made to external walls:

(a) Finished ground floor area of any one story residence shall be not less than 1650 square feet.

(b) Finished floor area of any two story residence shall not be less than 2200 square feet.

The exterior of each residence shall be properly maintained.

Section 2. Construction of out buildings for storage shall be allowed provided same is not larger than 1020 sq. ft. and is constructed of the same surface material as the residence. No metal or tin sheds shall be allowed. All out buildings shall be constructed no closer to the family dwelling than the closest point to the rear yard set back required by township ordinances.

ARTICLE VI. VACANT LOTS.

Section 1. Vacant lots shall be mowed as deemed necessary by the association,

ARTICLE VII. ANIMALS, LIVESTOCK, POULTRY

Section 1. No animals, livestock or poultry of any kind may be raised, bred or kept upon any lots except dogs or cats or other household pets, provided that they are not kept, bred or maintained for commercial purposes and provided further that the total number of any such animals does not exceed three (3).

ARTICLE VIII. FRONT, SIDE AND REAR YARD SET BACKS

Section 1. All dwellings erected on any lot shall be located no less than sixty (60) feet from the front yard lot line, fifteen (15) feet from each side yard lot line and sixty (60) feet from the rear yard lot line.

ARTICLE IX. SIGNS.

Section 1. No sign of any kind shall be displayed to the public view on any lot except any temporary sign as otherwise permitted by the Township of Bruce not more than five (5) square feet advertising property for sale or rent used by a builder or owner or real estate agent to advertise the property during the construction and sales period. Such signs shall be submitted for review and approval to the association and maintained in good condition at all times and removed upon termination of use. This prohibition shall not apply either to lots owned by Declarant or

upon which Declarant receives permission to place signs. See also Article XX.

ARTICLE X. TEMPORARY STRUCTURES AND BUSINESS ACTIVITY.

Section 1. No business, trade, profession, or commercial activity of any kind or nature shall be conducted in whole or in part in any dwelling unit.

Section 2. No temporary structures, trailers, tents or other out-buildings shall be permitted for any reason except a party tent, upon any lot. No outside toilet facilities shall be permitted upon any lot. No party tent shall be permitted which remains in place for in excess of three (93) days. The provisions of this paragraph shall not apply to the developer or any builder during the period of construction of any residence or utilization of any residence as a model for display purposes.

ARTICLE XI. VEHICLES, TRAILERS AND BOATS.

Section 1. No semi-trailers, trailers, trucks, except "pick-up" trucks, mobile homes, or commercial vehicles of any kind or any other motor vehicle, machine, equipment or apparatus other than an operating passenger automobile shall be parked on any street or in any driveway or yard other than for a period of time not to exceed more than 48 hours except for commercial vehicles or machines required to perform construction or repair on any such lot. All automobiles and vehicles must have current license plats within 60 days of the date of expiration of the previous year's plats.

ARTICLE XII. FENCES.

Section 1. No fences shall be allowed nearer to the front lot line than the actual front of the building projected to the side lot line.

Section 2. No fence shall be constructed on any lot that shall create an obstruction of view to surrounding lots.

Section 3. No fence, wall, hedge, shrubbery or structure shall be erected, placed or altered on any portion of the easement, granted to the Macomb County Drain Commission as above referred to.

ARTICLE XIII. EASEMENTS.

Section 1. Easements and rights-of-way for the installation and maintenance of utilities and drainage facilities including retention areas are reserved as shown on the recorded plat. Such easements include but are not limited to an easement of a certain portion of property along the Apel Drain in favor of the Macomb County Drain Commission as shown on the Recorded Plat.

Section 2. Violations of any conditions or restrictions or breach of any covenant herein contained shall give the parties hereto in addition to all other remedies, the right to enter upon the land as to which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any erection or other violation that may be or exist thereon contrary to the intent and provisions hereof and the parties hereto shall not thereby become liable in any manner for trespass, abatement or removal.

ARTICLE XIV, GARBAGE AND REFUSE DISPOSAL.

Section 1. No refuse or garbage shall be dumped or left on any lot including but not limited to parking junk cars, dumping of junk, stumps, or brush.

Section 2. No exterior incinerators or other equipment shall be maintained on the premises for the disposal of rubbish or garbage, and not rubbish or refuse containers for curb side disposal shall be left outside other than as required for immediate refuse disposal.

Section 3. 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.

ARTICLE XV, MACOMB COUNTY HEALTH DEPARTMENT REQUIREMENT OF COMPLIANCE

Section 1. All onlot wells are to be drilled and constructed in accordance with Michigan Well Construction Code.

Section 2. Iron concentrations and hardness levels in the water well may exceed recommended quality standards necessitating water treatment for reduction to acceptable levels.

Section 3. A bacteriological and partial chemical analysis of each water supply, proving its potability, is required prior to home occupancy approval.

Section 4. A preliminary conceptual site plan has been submitted and accepted for a single family dwelling construction on each lot within the subdivision. These proposed plans are on file at the Macomb County Health Department and are available for public inspection.

Section 5. Should a future split of any of these lots be proposed to accommodate additional building sites, written approval from the Macomb County health Department must be obtained. This approval shall be based upon additional review of the proposed lot splits for compliance with the requirement of the Subdivision

Control Act governing onsite sewage disposal and water supply by the Macomb County Health Department.

Section 6, Prior to construction on each lot, approval must be secured from the Macomb County Health Department.

Section 7. An indepth soil evaluation will be required in the proposed and reserve tile field area prior to permit issuance.

Section 8. A professionally prepared plat plan must be submitted and approved for each lot which depicts the actual building proposal and all onlot improvement(s) as a condition of the permit. Because of the amount of land balancing that was done during road construction, grades depicting the elevation of the original ground, land balanced elevations, and the proposed finish elevations shall be submitted on each plot plan.

Section 9. Extensive sand filling, in the tile field areas, may be necessary to meet the septic system design criteria on some of the lots. Tile field areas that have been filled may require the removal of the fill prior to the placement of the sands.

ARTICLE XVI. GRADING.

Section 1. Each property shall be so graded that the surface water will flow off the lot through drainage swales located in the drainage easements or along the side of lot lines. No structures shall be constructed or regraded in such manner so as to interrupt or impede the flow of surface water from such lot or adjacent lots through drainage swales.

ARTICLE XVII. SALES AGENCY.

Section 1. Notwithstanding anything to the contrary the Declarant may construct and maintain a sales agency office together with a sign or signs on any lot or lots of their choosing until such time as all of the lots in the subdivision have been sold.

ARTICLE XVIII. ENTRANCE AREAS.

Section 1. In any event any entrance signs, landscaping or fencing is installed the association shall provide for the maintenance of such area equally by all lot owners and shall be subject to the same provisions for maintenance by the Township of Bruce and assessment as otherwise provided herein for the park area.

ARTICLE XIX. ABATEMENT OF VIOLATIONS.

Section 1. Violations of any conditions or restrictions shall give the parties hereto in addition to all other remedies and the association the right to enter upon the land and summarily abate

and remove at the expense of the owner, any violation and the parties hereto shall not thereby become liable in any manner for trespass, abatement or removal.

Section 2. Each lot owner and the association separately shall have the right to specifically enforce the provisions of these restrictions and shall be entitled to actual expenses and costs including actual attorney fees in any proceedings to enforce the same.

ARTICLE XX. ASSIGNMENT OF DECLARANT'S RIGHTS.

Section 1. The Declarant at any time within its sole discretion may assign or transfer any or all rights or privileges of duties of supervision or control to the association. Upon any such written assignment delivered in writing to the association, at the address for its last known resident agent or any last known board of directors, the grantor shall be fully released and discharged from any further obligations and responsibilities. Assignees shall be subject to any and all obligations under these restrictions and covenants which run with the land.

ARTICLE XXI. SEVERABILITY.

Section 1. Invalidation of any one of these covenants or any part thereof shall in no way affect the other provisions or parts thereof which shall remain in full force and effect.

ARTICLE XXII. WAIVER

Section 1. A waiver either in writing or by failure to act in the enforcement of any of these covenants or portion thereof shall in no way serve as a waiver of any further or future violation of any of the same or similar covenant or part thereof either by the same owner or person or by any other owner or person and all of the covenants herein shall be at any time fully enforceable as to any lot in the subdivision.

ARTICLE XXIII. ORDINANCES.

Section 1. All dwelling units and structures shall be installed and constructed in conformity with ordinance and zoning provisions of the Township of Bruce now in effect or hereafter amended and to the extent the restrictions herein are more restrictive than such ordinances, the restrictions shall control.

ARTICLE XXIV. TERMS OF RESTRICTIONS.

Section 1. All restrictions herein except those in favor of the associations and township for the park area and retention area and the Department of Natural Resources with respect to flood plan areas shall continue in full force and effect for a period of 25

years and shall automatically be continued thereafter for successive periods of ten (10) years each, unless within ten (10) years from the date of recording hereof the owners in fee of 2/3 or more lots, release all or part of such lots from any or all of these restrictions by executing an appropriate agreement in writing for such purpose. The park area, and common retention area and the provisions of this Declaration necessary to carry out their terms in favor of the association, and Township of Bruce shall remain in full force and effect in perpetuity unless altered, eliminated or amended with the written consent of the foregoing entities.

ARTICLE XXV. ENFORCEMENT.

Section 1. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Failure to enforce any of the covenants herein contained shall in no event be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto, except in the event the Association or lot owners violate the Covenant, or any of these restrictions relating to said Covenant and the Common Area, including but not limited to maintenance and taxes thereon, the Township of Bruce may enforce that covenant or these restrictions by appropriate action and all costs incurred thereby shall be charged by the Township of Bruce to the individual lot owners in accordance with the terms of the Covenant.

ARTICLE XXVI. FLOOD PLAIN

Section 1. In addition to the general restrictions contained herein, all dwelling units and structures erected, altered or permitted within any part of the subdivision affected by the flood plain contour line as shown upon the plat of said subdivision as established by the Department of Natural Resources, which 100 year flood contour line varies from an elevation of 805.60 (NGV Datum) at the Southerly subdivision line to 808.60 (NGV Datum) at the Westerly subdivision line, shall comply with the following Department of Natural Resources restrictions:

1. No filling or occupation of the flood plan area, as defined on the recorded plat, will be allowed without the approval of the Department of Natural Resources.
2. Any home constructed on said property shall have lower floors, excluding basements, not lower than the elevation defining the floodplain limits.
3. Any home constructed on said property shall have openings into the basement not lower than the elevation defining the floodplain limits.

4. Any home constructed on said property shall have basement walls and floors, if below the elevation defining the floodplain limits, which are watertight and designed to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the floodplain limits following methods and procedures outlined in Chapter 5 for type A construction and Chapter 6 for class 1 loads found in the publication entitled "Flood Proofing Regulations," EP 1165 2 314, prepared by the office of the chief of engineers, United States Army, Washington, DC, June 1972. Figure 5 on page 14-5 of the regulations shows typical foundation drainage and waterproofing details. This document is adopted by reference to these rules which are available, at no cost, from the Department of Natural Resources, Land and Water Management Division, Steven T. Mason Building, P.O. Box 30028, Lansing, Michigan 48909, or Department of the Army, Corps of Engineers, Publications Depot, 890 S. Pickett, Alexandria, Virginia 22304
5. Any home constructed on said property shall be equipped with a positive means of preventing sewer backup from sewer lines and drains which serve the building.
6. Any home constructed on said property shall be properly anchored to prevent flotation.

Section 2. The above flood plain restrictions govern any building within the subdivision that is used or capable of being used for residential purposes and occupancy within or affected by the flood plain and are to be observed in perpetuity, excluded from any time limitations set forth in the declaration, and may not be amended without the prior approval and consent of the Department of Natural Resources in accordance with its rules and regulations.

ARTICLE XXVII. COVENANTS, CONDITIONS AND RESTRICTIONS RUNNING WITH THE LAND.

Section 1. The foregoing covenants, conditions and restrictions touch and concern the land and shall run with the land and be binding upon the heirs, personal representatives, successors and assigns of the Declarant, the Grantor and Grantees of all individual lots and association members in said subdivision.

IN WITNESS WHEREOF the parties set their hands and seals on the date first above written.

ANTHONY CIARAMITARO & MARY GRACE CIARAMITARO, HUSBAND AND WIFE; DONALD BENNETT & KAREN BENNETT, HUSBAND AND WIFE; EDWARD W. BENNETT & SUSAN M. BENNETT, HUSBAND AND WIFE

WITNESSES:

BY: SALVATORE DALEO
74111 Gould
Bruce Township, MI 48065
Attorney in Fact, Liber 5514,
Page 612, Liber 5696, Page 612

Thomas J. Balinski
Thomas J. Balinski
Rosanne V. Johnson
Rosanne V. Johnson

Salvatore Daleo
SALVATORE DALEO, Attorney in Fact

STATE OF MICHIGAN)
) SS
COUNTY OF MACOMB)

Personally came before me this 6TH day of MAY, 1993, SALVATORE DALEO, Attorney-in-Fact, to me known to be the person who executed the foregoing instrument, and to me acknowledged that he executed the foregoing instrument as such Attorney-in-Fact as his free act and deed.

Debra A. Hamme
DEBRA A. HAMME Notary Public
Macomb County, Michigan
My Commission Expires: 12/2/96

COMERICA MORTGAGE CORPORATION
A Michigan Corporation
OakTec Office Center - 7460
Detroit, MI 48275

WITNESSES:

Deborah A. Kwiecinski
Deborah A. Kwiecinski
Melissa A. Sundquist
Melissa A. Sundquist

Lisa C. Harris
Lisa C. Harris, Vice President
Peter A. Kehoe
Peter A. Kehoe, Senior Vice President

STATE OF MICHIGAN)
) SS
COUNTY OF MACOMB)

Personally came before me this 6th day of May, 1993, Lisa C. Harris, Vice President and Peter A. Kehoe, Senior Vice President of the above named Corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Vice President and Senior Vice President of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as their free act and deed of said Corporation by its authority.

Rita M. Milner
RITA M. MILNER Notary Public
Notary Public, Oakland County, MI
My Commission Expires Feb. 28, 1994
Oakland County, Michigan
My Commission Expires 2/28/94

WHEN RECORDED RETURN TO: Salvatore Daleo, 7411 Gould Rd., Romeo, MI 48065
DRAFTED BY: Joseph P. Ciaramitaro, Jr., Esq., Attorney at Law, 42850 Garfield, Suite 101, Clinton Township, Michigan 48038

BRUCE MEADOWS SUBDIVISION

Part of the S.W. 1/4 of Section 11 and part of the N.W. 1/4 of Section 14, T.5 N., R.12 E., Bruce Township, Macomb County, Michigan, and being more particularly described as follows:

Beginning at a point 492.36 ft. N.00°-01'-24"E. along the West line of said Section 14 and 86.00 ft. N.88°-54'-45"E. from the West 1/4 corner of said Section 14; thence N.00°-01'-24"E. 940.23 ft.; thence S.89°-58'-36"E. 237.00 ft.; thence N.00°-01'-24"E. 547.00 ft.; thence N.89°-58'-36"W. 237.00 ft.; thence N.00°-01'-24"E. 579.65 ft.; thence S.89°-45'-31"E. 577.14 ft.; thence N.00°-18'-01"W. 330.00 ft.; thence N.89°-45'-31"W. 148.01 ft.; thence N.00°-18'-01"W. 208.83 ft.; thence N.87°-46'-56"E. 802.99 ft.; thence S.00°-28'-44"E. 496.85 ft.; thence S.00°-14'-57"E. 2114.57 ft.; thence S.88°-54'-45"W. 1243.10 ft. to the point of beginning and containing 64.4938 acres and containing 49 Lots numbered 1 thru 49, Inclusive, and containing one Out lot "A" and one park.

93 MAY 13 AM 8:31

CARMELLA SABAUGH
REGISTER OF DEEDS
MACOMB COUNTY, MI