

DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
WALNUT CREEK SUBDIVISION

This Declaration of Covenants and Restrictions ("Declaration") made as of the 1ST day of SEPTEMBER, 1994, by Twenty Two Mile Development Associates, a Michigan Co-Partnership whose address is 41400 Dequindre, Suite #105, Sterling Heights, Michigan, 48314 ("Grantor"), is based upon the following:

A. Grantor is the owner of and has developed a certain parcel of land located in the Township of Macomb, Macomb County, Michigan, as a single-family residential development, being known as Lots 1 through 101, inclusive, (individually, a "Lot", and collectively, the "Lots"), Walnut Creek Subdivision (the "Subdivision").

B. The plat of Walnut Creek Subdivision was recorded at the Office of the Register of Deeds for Macomb County, Michigan, on FEBRUARY 16, 1996, in Liber 113, Pages 46-50, of Plats, Macomb County Records.

C. It is the intention of Grantor to impose certain obligations, all as more particularly hereinafter set forth, in order to (i) insure the most beneficial development of the Subdivision as a residential area, (ii) prevent any use thereof which might tend to diminish its valuable or pleasurable enjoyment, (iii) assure the harmony, attractiveness, and utility thereof, (iv) regulate the use thereof, and (v) establish or define certain rights relative to the Subdivision.

D. It is the purpose and intention of this Declaration that all of the Lots shall be conveyed by Grantor subject to the reservations, easements, and building and use restrictions set forth herein in order to (i) establish a general plan of uniform restrictions with respect to the Subdivision, (ii) insure the purchasers of Lots the use of their Lots for attractive residential purposes, (iii) secure to each Lot owner the full benefit and enjoyment of his home, and (iv) preserve the general character of the neighborhood.

Now, therefore, Grantor hereby declares that the Subdivision, and all of the Lots therein, shall be held, used, occupied, sold, and conveyed subject to the following covenants, conditions, and restrictions, which shall run with the Subdivision, and each of the Lots therein, and shall be binding upon and inure to the benefit of all parties having any right, title, or interest in the Subdivision, or any part thereof, and their heirs, personal representatives, successors, and assigns, and on the grantees of all individual Lots, for the time and in the manner specified herein:

1. USES OF THE PROPERTIES.

(a) All Lots shall be used for residential purposes only, and no building of any kind whatsoever shall be erected, re-erected, moved, or maintained thereon, except for one (1) private single-family residential dwelling on each Lot, which dwelling shall not exceed two (2) stories in height. Such dwellings shall be designed and erected for occupation by, and shall be occupied by, one single family. A private, architecturally related and attached garage for the sole use of the owner or occupant of the Lot upon which a dwelling is erected shall also be erected and maintained in accordance with the terms and conditions of this Declaration. For the purpose of this Declaration, the term "family" shall mean one person or a group of two or more persons, living together and inter-related by bonds of consanguinity, marriage or legal adoption. The term "family" shall also include foster children, gratuitous guests, and domestic servants.

(b) Notwithstanding the limitations on uses set forth in Subparagraph (a) above, Grantor hereby reserves the right for itself, its agents or sales representatives, and/or any builder or builders designated by Grantor to occupy and use any house or temporary building built on or moved onto any Lot as a sales office for the sale of Lots and /or houses thereon.

2. IMPROVEMENTS TO LOTS.

(a) Any and all dwellings, buildings, structures, swimming pools, fences, garden walls, decks, landscaping, patios, patio enclosures, outbuildings, dog runs, and similar other devices and/or structures (collectively, the "Improvements"), whether or not attached to any dwelling, to be constructed, erected, or maintained on any Lot shall (i) conform to the restrictions set forth in this Declaration and all applicable statutes, laws, ordinances, and regulations, including zoning laws, and (ii) be otherwise in harmony with the existing Improvements constructed on the Lots.

(b) No Lot may be divided, subdivided, or otherwise split or combined with any other lot except in compliance with the requirements of (i) Section 263 of the Michigan Subdivision Control Act of 1967 (M.C.L.A. 560.101, et seq), as the same may hereafter be amended, or any replacement or successor statute thereto, and (ii) all applicable ordinances of the Township of Macomb and/or any other governmental authority(ies) having jurisdiction.

(c) Anything contained in this Declaration to the contrary notwithstanding, no Improvements shall be constructed, erected, or maintained on any of the Lots in the Subdivision, except in accordance with all of the following covenants and restrictions:

(i) No old buildings may be moved onto any Lot, and no used materials (except reclaimed brick) may be used in the construction of any Improvements in the Subdivision.

(ii) All dwellings shall have finished exteriors of brick or stone on all sides of the first floor level and brick, stone, wood, aluminum siding, or any combination thereof above the first floor level. Visible exteriors of cement, slag, cinder block, asbestos siding, concrete, or imitation brick are expressly prohibited.

(iii) No dwelling shall be permitted on any Lot unless such dwelling contains at least 1400 square feet of living area in case of a one level dwelling, or 1600 square feet of living area in the case of a multi-level dwelling. For the purposes hereof, "living area" shall include the actual area within the outer surfaces of the exterior walls of the dwelling, except for any garage, basement, unheated porch, breezeway, or entranceway.

(iv) All dwellings constructed upon a Lot shall include a private garage which shall be directly attached and architecturally related to the dwelling constructed on such Lot. Every garage shall provide space for the parking of a least two (2) and not more than three (3) automobiles. Carports are specifically prohibited in the Subdivision.

(v) No building or structure shall be erected on any Lot nearer to any front, side, or rear lot line that is allowed by applicable zoning ordinances, as modified by any variance already obtained by Grantor prior to the date hereof with respect to the Subdivision, or as otherwise provided herein.

(vi) No fence, wall, or solid hedge may be erected, grown, or maintained in front of or along the front building line of any Lot. The side Lot line of each corner Lot, which faces a street, shall be deemed to be a second front building Lot line and shall be subject to the same restrictions as to the erection, growth, or maintenance of fences, walls, or hedges as is provided herein for front building lines.

(vii) No fence, wall, or solid hedge may be erected, grown, or maintained on or along the side lines of any Lot, between the front Lot line and the front building line.

3. LANDSCAPING. Upon the completion of the construction of a dwelling on any Lot, the owner thereof (an the word "owner", as used in this connection, shall include the party who purchases a residence from the builder thereof and each subsequent purchaser) shall cause the Lot owned by him to be finish-graded, seeded or sodded, and suitably landscaped on or before sixty (60) days after

completion of the dwelling, or by the next July 1 if the residence is completed between September 15 and May 1 of any year. All landscaping in the Subdivision shall be of an aesthetically pleasing nature and shall be continuously and properly well maintained at all times. It is the purpose of this Paragraph 3 to cause the Subdivision to develop into a beautiful, harmonious, private residential area.

#### 4. ANIMALS.

(a) No fowl or livestock shall be kept or harbored on any Lot. No animals shall be kept or maintained on any Lot, except for dogs, cats, and other common domesticated household pets for the use and enjoyment of the owner and members of his family. No animals shall be kept on the premises for any commercial purpose. Each household pet shall be cared for by its owner in such a manner so as not to be objectionable or offensive on account of noise, odor, unsafe, or unsanitary conditions.

(b) No owner or occupant of any Lot shall harm or kill or permit his invitees or guests to harm or kill any wild animals in the Subdivision at any time.

5. BUILDINGS IN EASEMENTS. No structure(s) of any kind or nature whatsoever shall be constructed, erected, maintained, or placed within any drainage or retention easement.

No structure(s) of any kind or nature whatsoever shall be constructed, erected, maintained, or placed over or on any utility easement(s); provided, however, that after the utilities have been installed, the areas over such utility easement(s) may be seeded or sodded. All other planting or Lot line Improvements of any type over or on any easements shall be allowed only so long as they do not interfere with, obstruct, hinder, or impair the drainage plan of, or utilities in, the Subdivision, and so long as access be granted, without charge or liability for replacement or damages, for the maintenance of the utilities, underground drainage line so installed, and surface drainage swales, and/or for the installation of additional facilities.

#### 6. PROHIBITED VEHICLES AND STRUCTURES.

(a) No housetrailers, motor homes, commercial vehicles, cars under repair or restoration, boat trailers, camping vehicles, pickup campers, camping trailers, or any portion of any of the foregoing, may be on or stored on any street in the Subdivision or on any Lot, unless stored fully enclosed at all times within an attached garage. Commercial vehicles and trucks shall not be parked or stored in the Subdivision, or on any Lot therein, except while making normal deliveries or pickups in the normal course of business.

(b) Trailers, tents, shacks, barns, storage sheds, whether permanent or temporary building of any kind or nature whatsoever, are expressly prohibited within the Subdivision and no temporary occupancy or residence shall be permitted in unfinished residential dwellings or garages; provided, however, that temporary tents for parties shall be permitted to be erected for periods of not more than forty-eight (48) hours.

(c) Antennae and satellite reception equipment (including so-called "satellite dishes") visible from the exterior of any dwelling are expressly prohibited in the Subdivision.

(d) The provisions of this Paragraph 6 shall not apply to Grantor, or any builder which it may designate, during the construction period or during such periods as any dwelling may be used for model or display purposes.

#### 7. GENERAL CONDITIONS.

(a) No Lot shall be used or maintained nor permitted to be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and the same shall not be kept on any Lot, except in sanitary containers properly concealed from public view. Garage containers shall not be left at the road for more than twenty-four (24) hours in any week.

(b) No laundry shall be hung for drying out of doors.

(c) Any debris resulting from the construction and/or the destruction, in whole or in part, of any dwelling or Improvements on any Lot shall be promptly removed [within forty-eight (48) hours after issuance of temporary or final certificate of occupancy, or final acceptance of any permit therefor by the appropriate governmental authority, or the occurrence of such destruction, whichever occurs first] from such Lot in order to preserve the sightly condition of the Subdivision.

(d) The grade, slope, and/or contour of any Lot shall not be changed without the prior written consent of Grantor. This restriction is intended to prevent interference with the master drainage plans and the stability of slopes and contours within the Subdivision.

(e) No fence shall be erected or maintained within the Subdivision, except as provided in this Declaration.

(f) No "through the wall" air conditioners shall be installed on the front or side wall of any dwelling in the Subdivision.

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(g) No swimming pool shall be higher than one (1) foot above existing Lot grade. No temporary or permanent above ground pools shall be permitted.

(h) No owner of any Lot in the Subdivision shall use nor permit any occupant of his Lot, or his or their invitees or guests, to use any B-B gun, firearm, air rifle, pellet gun, bow and arrow, sling shot, or any other weapon of any kind in the Subdivision.

(i) No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done on or around any Lot which may become an annoyance or nuisance to the neighborhood or the owners of Lots in the Subdivision.

8. LEASE RESTRICTIONS. No owner of any Lot shall lease and/or sublet less than the whole of any dwelling. Any lease of an entire dwelling shall only be to one single family as that item is used and defined in Paragraph 1 (a) hereof.

9. SIGNS No signs or billboards shall be placed, erected, or maintained on any Lot, except for one (1) professional sign of not more than five (5) square feet in size and not more than three (3') in height for the sole purpose of advertising the dwelling on the subject Lot for sale or rent. All such signs must also be permitted by and in compliance with the ordinances and regulations of the Township of Macomb and all other governmental authorities having jurisdiction. The provisions of this Paragraph 9 shall not apply to (a) such signs as may be installed or erected on any lot by Grantor, or any builder which it may designate, during the construction period or during such periods as any dwelling may be used as a model or for display purposes, or (b) any Subdivision entrance sign(s).

#### 10. HOMEOWNER'S ASSOCIATION.

(a) Grantor intends to incorporate a Michigan nonprofit corporation, organized on a membership basis, to serve as a homeowners association for the Subdivision ("Subdivision Association"). The ultimate members of the corporation shall be the owners of Lots in the Subdivision, although Grantor reserves the right to require that the owner(s) of a Lot (other than Grantor) also occupy a dwelling on the Lot in order to be a voting member of the Subdivision Association. The Subdivision Association shall be subject to such provisions as may be established in the Bylaws or Articles of Incorporation of the Subdivision Association, which Grantor reserves the right to prepare and modify until the Association is turned over to the Lot owners as described in Paragraph 10 (b) hereof.

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(b) Grantor intends to incorporate the Subdivision Association within a reasonable time after the recording of this Declaration. Until such time as a Lot has an occupied dwelling on it, Grantor reserves the right to retain partial or complete control over the affairs of the Subdivision Association, and exclude such Lot owner(s) from membership therein, although Grantor also may turn over control of the Subdivision Association to the Lot owners (which would include Grantor to the extent Grantor owns Lots) prior to all Lots having occupied dwellings on them. In any event, Grantor shall turn over control of the Subdivision Association to the Lot owners qualifying for membership therein pursuant to the Articles of Incorporation and Bylaws of the Subdivision Association.

(c) All voting in Subdivision Association affairs shall be on a one (1) vote per Lot basis, and shall be subject to such provisions as are established in the Articles of Incorporation or Bylaws of the Subdivision Association. Once the Subdivision Association has been turned over to the Lot owners as described in Paragraph 10 (b) hereof, the Subdivision Association may levy fees, dues, or assessments on each Lot, whether or not the Lot owner is an active member of the Subdivision Association, except Lots owned by Grantor or by a builder prior to initial occupancy. In no event shall Grantor or such a builder be obligated to pay fees, dues, or assessments to the Subdivision Association, although to the extent that they are Lot owners such parties shall have a right to vote in Subdivision Association affairs. All such fees, dues, or assessments shall be charged equally to each Lot, and may be enforced through the lien provided for in Paragraph 10 (d) hereof or by any other lawful means of collecting debts. The Association may contract for the removal of snow from road areas located within the Subdivision. Such snow removal may not be done at times that the snow accumulation is considered by Grantor or the Association to be of any amount as not to cause vehicular traffic any substantial difficulty.

(d) Any fees, dues, or assessments established by the Association for the Subdivision Association pursuant to this Paragraph 10 hereof or otherwise, and any amounts or expenses incurred in enforcing the provisions of this Declaration which are reimbursable under Paragraphs 12 or 13 hereof, shall constitute a lien on the Lots of each Lot owner responsible for such fees or expenses. Grantor or Subdivision Association, as the case may be, may enforce the lien by recording appropriate instruments confirming the existence of the lien and foreclosing the lien by appropriate legal action. In such legal action a court of competent jurisdiction shall be empowered to order a sale of the Lot in order to satisfy the lien. The lien shall be junior and subordinate to the lien of any first mortgage securing a loan for the acquisition or improvement of any Lot.

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(e) Any sale or purchase of a Lot shall be subject to the Articles of Incorporation and Bylaws of the Subdivision Association, and by acquiring a Lot each Lot owner agrees to abide by and observe such Articles of Incorporation and Bylaws, as such may be created or modified by Grantor pursuant to the provisions of Paragraph 10 (a) hereof. The Articles of Incorporation or Bylaws may be amended at any time after the Association has been turned over to the Lot owners as described in Paragraph 10 (b) hereof, provided that the amendment receives the affirmative vote of three-fourth (3/4ths) of the Association members, and further provided that no such amendment may:

(i) eliminate the eligibility of any Lot owner to vote or change the basis for voting:

(ii) purport to have any retroactive effect; or

(iii) change the three-fourths (3/4ths) majority voting requirement, or the restrictions on amendments, which are contained in this Paragraph 10.

(f) Grantor may amend this Declaration at any time without the prior approval of any person for the purpose of correcting errors herein, to incorporate additional property under Paragraph 14 hereof and to make such other amendments as shall not materially increase or decrease the benefit or obligations, or otherwise materially affect, the rights of any person having an interest in the Subdivision or any portion thereof, whether as owner, mortgagee or otherwise.

Once the Subdivision Association has been turned over to the Lot owners as described in Paragraph 10 (b) hereof, this Declaration may be amended by the affirmative vote (in person or in writing) of 75% of all Owners of Lots within the Subdivision; provided however, that there shall be no amendment to this Declaration prior to the sale and conveyance by Grantor to the last Lot to be constructed in the Subdivision without Grantors express written consent.

#### 11. ARCHITECTURAL CONTROL COMMITTEE.

(a) Grantor may, in its sole discretion, at any time prior to the date on which all of the Lots in the Subdivision have been sold and conveyed by Grantor to third parties, assign, transfer, and delegate to an architectural control committee (the "Architectural Control Committee") all of Grantor's rights to approve or refuse to approve the plans, specifications, drawings, elevations, or other matters with respect to the construction or location of any dwelling or Improvement on any Lot in the Subdivision. Thereafter, the Architectural Control Committee shall exercise all of the authority and discretion granted to Grantor in Paragraph 2 hereof relative to approving or disapproving such



matters, and Grantor shall have no further responsibilities with respect to such matters. The Architectural Control Committee shall be comprised of up to three (3) members to be appointed by Grantor. Grantor reserves the right to appoint and remove members of the Architectural Control Committee in its sole discretion.

(b) Any submission(s) to Grantor or the architectural Control Committee for any approval provided for under this Declaration shall be in writing, and shall conform to the requirements of Paragraph 2 hereof. The parties acknowledge that the primary purpose for providing architectural control is to ensure the proper and harmonious development of the Subdivision in order to maximize the aesthetic beauty of the Subdivision and its blending with the surrounding area. To this end, Grantor or the Architectural Control Committee, as the case may be, shall be deemed to have broad discretion in determining what dwellings or Improvements will enhance the aesthetic beauty and desirability of the Subdivision, or otherwise further or be consistent with the purposes of this Declaration. Approvals and/or waivers may be granted, denied, or conditioned for any reason or for no reason. In no event shall either Grantor or the Architectural Control Committee have any liability whatsoever to anyone for their approval or disapproval of any plans, drawings, specifications, or elevations, or the dwellings or Improvements built or to be built pursuant thereto, whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty, or otherwise. By way of example, neither Grantor nor the Architectural Control Committee shall have liability to anyone for the approval of any plans, specifications, elevations, or the like which are not in conformity with the provisions of this Declaration, or for the disapproval of any plans, specifications, elevations, or the like which arguably are in conformity with the provisions hereof.

12. VIOLATIONS. Violation of any restriction or condition or breach of any covenant or agreement contained herein shall give Grantor, its successors and assigns, in addition to all other remedies provided by law, the right to enter upon the land upon which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, any structure, building, thing, or condition that may be or exist contrary to the intent and meaning of the provisions hereof, and Grantor shall not thereby be deemed guilty of any manner of trespass for such entry, abatement, or removal. It shall be the obligation of the Lot owner to reimburse Grantor for such costs and failure to do so shall create a lien against such Lot(s) in favor of Grantor for the recover of such sums.

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### 13. ENFORCEMENT.

(a) The provisions of this Declaration shall run with and bind all land within the Subdivision for a period of twenty (20) years from the effective date hereof, after which time they shall be extended automatically for successive periods of ten (10) years each unless seventy five per cent (75%) of the Lot owners in the Subdivision agree in writing to amend, limit, or remove the restrictions set forth herein and cause such writing to be recorded at the Office of the Register of Deeds for Macomb County, Michigan. Grantor or the owner(s) of any Lot(s) shall have the right at any time(s) to (i) proceed at law or in equity against any person violating or threatening to violate any provision contained herein, (ii) prevent or abate such violations, (iii) compel compliance with the terms hereof, (iv) enter upon any land within the Subdivision and correct any condition in and remove any building, structure, or Improvement erected, installed, or maintained in violation of the terms hereof, at the Lot owner's expense, and (v) recover damages against or other compensation from such Lot owner for any violation. Any entry pursuant to the foregoing sentence shall not constitute a trespass. The party enforcing this Declaration may recover against a Lot owner violating the provisions of this Declaration all reasonable costs incurred by him in enforcing such provisions in any of the foregoing ways, including without limitation, the cost of removing offending structures, actual attorneys fees, and other litigation costs.

(b) Failure to enforce any provision contained herein in any particular instance shall not be deemed a waiver of the right to do so as to any continuing, subsequent, or other violation.

14. POSSIBLE EXTENSION OF DECLARATION TO INCORPORATE ADDITIONAL PROPERTIES. Grantor may but shall not be obligated to develop, and/or subdivide additional lands located adjacent to and contiguous with the Subdivision. Grantor further may, but shall not be obligated to, subject such additional lands to restrictions, covenants, and conditions substantially in the form herein imposed upon the Subdivision, either by a separate declaration or by an amendment to this Declaration, so as to incorporate such additional lands with the Subdivision for the purpose of the interpretation and enforcement of this Declaration.

In such event, the restrictions, covenants, and conditions herein and those applicable to such additional lands shall be considered to be negative reciprocal easements, thus making the restrictions, covenants, and conditions contained herein enforceable by property owners of such additional lands and the restrictions, covenants, and conditions applicable to such additional lands enforceable by property owners in the Subdivision.

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Such additional lands may be incorporated into and receive the benefits and be subject to the obligations of this Declaration upon the recording by Grantor at the Office of the Register of Deeds for Macomb County, Michigan, of an appropriate instrument incorporating the terms hereof in whole or in part, and containing such amendments hereto as Grantor, in its sole discretion, shall deem necessary or advisable.

15. WAIVER BY GRANTOR. Grantor (and any person, firm, or entity specifically designated for such purposes in writing by Grantor) shall have the right to waive any restriction, limitation, condition, or provision set forth in this Declaration except for the restrictions set forth in Subparagraphs 2(c)(i), (ii), (iii), (iv), or (v), if Grantor, in its sole discretion, determines, that such waiver will not be detrimental to the purposes sought to be obtained by this Declaration.

16. NO LIABILITY ON GRANTOR. Anything contained or implied herein to the contrary notwithstanding, Grantor shall have no liability of any kind or nature whatsoever to any party for either (i) the granting of any approval or consent which Grantor is permitted to grant hereunder, or (ii) the failure or refusal to grant any approval or consent which Grantor is permitted to grant hereunder, the granting or failure or refusal to grant any or all of such approvals and consents being within the sole discretion of Grantor.

17. SEVERABILITY OF PROVISIONS. Invalidation of any of the covenants, conditions, or limitations in this Declaration by judgment or court order shall not affect any of the other covenants, conditions, or limitations set forth herein, which shall remain in full force and effect.

18. NON-WAIVER. The failure of Grantor, or any other entity to which Grantor may have assigned or transferred its rights and powers hereunder, or any Lot owner(s) to enforce any of the terms, provisions, covenants, or restrictions of this Declaration, shall not constitute a waiver by Grantor, or its aforesaid assignee, or any Lot owner(s) of such terms, provisions, covenants, or restrictions, and shall not affect or impair the right of Grantor, and/or its aforesaid assignee, or any Lot owner(s) at any time thereafter to enforce the same.

19. USE OF WORDS. As used in this Declaration, the words "hereunder", "herein", "hereof", and other words of similar import refer to this entire Declaration. Pronouns and relative words used herein shall be read interchangeably in masculine, feminine, or neuter, singular or plural, as the respective case may be.

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20. CAPTIONS. All titles and captions contained in this Declaration are for reference purposes only and shall not be deemed to have any substantive effect.

21. BINDING EFFECT. The covenants contained herein shall be binding upon the heirs, devisees, legatees, executors, administrators, assigns, and successors of Grantor and all purchasers and future owners of any Lot within the Subdivision, and shall inure to the benefit of Grantor, its successors, and assigns, and such other entities to which it may assign any or all of the rights, privileges and powers hereby reserved and granted to Grantor, and the owner(s) of Lots(s) within the Subdivision.

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WITNESS:

Twenty Two Mile Development  
Associates, a Michigan Co-Partnership

By: First of America Bank- Michigan N.A.  
Mortgagor

  
RUTHIE L. CARTER

  
Richard Landgraff,  
Vice President

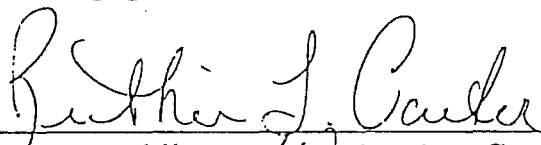
State of Michigan)

County of Oakland<sup>SS</sup>

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The foregoing instrument was acknowledged before me this 2 ND  
day of February, 1996, by Richard Landgraff, Vice President of First of  
America, Bank - Michigan N.A., Mortgagor

RUTHIE L. CARTER  
NOTARY PUBLIC - WAYNE COUNTY, MI  
MY COMMISSION EXPIRES 07/30/98

  
Notary Public, Wayne County, Michigan  
Acting in Oakland County

My Commission Expires: 7/30/98

Property Description

"Walnut Creek Subdivision", part of the S.E. 1/4 and S.W 1/4, Section 20, T.3N., R.13E., Macomb Township, Macomb County, Michigan is described as:

Beginning at the South 1/4 Corner of Section 20, T.3N., R.13E., Macomb Township, Macomb County, Michigan; thence S.87°48'46"W., 669.85 feet along the South line of Section 20 and the centerline of 22 Mile Road; thence N.02°09'19"W., 1363.11 feet; thence N.87°36'58"E., 829.40 feet; thence N.83°14'16"E., 15.46 feet; thence N.75°18'59"E., 153.10 feet; thence S.02°23'02"E., 1401.02 feet; thence S.87°56'02"W., 330.00 feet along the South line of Section 20 and the centerline of 22 Mile Road to the Point of Beginning and containing 31.305 acres and comprising 101 lots number 1 thru 101 inclusive.

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