

**ABERDEEN COMMUNITY
ASSOCIATION**

BYLAWS

**AMENDED AND RESTATED ASSOCIATION BYLAWS OF
ABERDEEN COMMUNITY ASSOCIATION**

**ARTICLE I
NAME AND LOCATION**

Section 1. Name. The name of the corporation is Aberdeen Community Association (the "Association").

Section 2. Location of Principal Office. The principal office of the Association shall be that which is on file with State of Michigan. The location of the principal office of the Association may be changed by the Board of Directors. Meetings of Owners and Directors may be held in such places within Macomb County, Michigan, as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

All terms defined in the Third Amendment to and Restatement of Declaration of Restrictions for Aberdeen Subdivision Nos. 1 and 2 (the "Declaration"), shall have the same meanings when used in these Bylaws.

**ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

Section 1. Voting Rights. Each Owner in good standing is entitled to one vote for each Lot owned. In the case of any Lot owned jointly by more than one Owner, the voting rights appurtenant to that Lot may be exercised only jointly as a single vote. When an entity or more than one person holds an ownership interest in a Lot, such Owners shall file a written notice with the Association designating the individual representative who shall vote at Association meetings and receive all Association notices and communications on behalf of such Owners. The Owners may change the designated representative at any time by filing a new notice with the Association. The Owners shall determine how they exercise their vote for their Lot, but in no event shall the Owners cast more than one vote with respect to any one Lot. At any Association meeting or where action is taken without a meeting in accordance with these Amended and Restated Bylaws, the chairperson of the meeting or the Board may waive the filing of the written notice as a prerequisite to voting. Except as otherwise set forth in these Bylaws or in the other Subdivision Documents, when reference is made to a majority or specific percentage of Owners, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Owners in good standing.

Section 2. Membership. Every person or entity who is a record Owner of fee interest in any Lot is a mandatory member of the Association.

Section 3. Voting Method. Votes may be cast in person, by proxy or by any other means allowed by the voting procedures adopted by the Board of Directors for a given vote. The Board of Directors may permit the casting of votes by mail, fax, delivery, electronic transmission, or any other method that the Board approves. Any proxies, written votes or other votes cast by means allowed in these Bylaws must be filed with the Association's Secretary or such other person or entity that the

Board may designate at or before the appointed time of each Association meeting or voting deadline if no meeting is held. Cumulative voting is not permitted.

ARTICLE IV OWNER MEETINGS

Section 1. Place of Meetings. Association meetings shall be held at any suitable place convenient to the Owners as the Board may designate. Association meetings shall be guided by Roberts Rules of Order or some other generally recognized manual of parliamentary procedure when not otherwise in conflict with the Articles of Incorporation, the Amended and Restated Declaration or the laws of the State of Michigan. Only Owners in good standing may speak at Association meetings or address the Board or Owners at any meetings. Any person in violation of this provision or the rules of order governing the meeting may be removed from the meeting, without any liability to the Association or its Board of Directors.

Section 2. Annual Meeting. The Association shall hold its annual meeting in the month of January each succeeding year at such date, time and place as the Board of Directors determines. The Board may change the date of the annual meeting in any given year, provided that at least one such meeting is held in each calendar year. At the annual meeting, there shall be elected by ballot or acclamation of the Owners a Board of Directors in accordance with the requirements of Article V of these Bylaws. The Owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 3. Special Meetings. Special meetings of the Owners may be called at any time by the President or a majority of the Board of Directors or upon the written request of a majority of all Owners in good standing.

Section 4. Notice of Meetings. The Secretary or other Board authorized person shall serve each Owner a notice of each annual or special meeting at least ten (10) days, but not more than sixty (60) days, prior to such meeting. The mailing, postage prepaid, of a notice to the Owner at the address last appearing on the Association's books or supplied by such Owner to the Association for the purpose of notice, shall be deemed notice served. In lieu of the foregoing, such notice may also be given by electronic transmission or hand delivered to the Residence if the Owner is a resident of the Residence. The notice shall specify the place, day and hour of the meeting and, in case of special meeting, the exact purpose of the meeting, including the text of any proposals to be voted on at such special meeting. Waiver by an Owner in writing of the required notice, signed by them before or after such meeting, shall be equivalent to the giving of such notice.

Section 5. Remote Communication Attendance; Remote Communication Meetings. An Owner may participate in a meeting of the Owners by a conference telephone or by other means of remote communication through which all persons participating in the meeting may hear each other, if the Board determines to permit such participation and (a) the means of remote communication permitted are included in the notice of the meeting or (b) if notice is waived or not required. All participants shall be advised of the means of remote communication in use and the names of the participants in the meeting shall be divulged to all participants. Owners participating in a meeting by means of remote communication are considered present in person and may vote at such meeting if all of the following are met: (a) the Association implements reasonable measures to verify that each

person considered present and permitted to vote at the meeting by means of remote communication is an Owner or proxy holder; (b) the Association implements reasonable measures to provide each Owner and proxy holder a reasonable opportunity to participate in the meeting and to vote on matters submitted to the Owners, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with the proceedings; and (c) if any Owner or proxy holder votes or takes other action at the meeting by means of remote communication, a record of the vote or other action is maintained by the Association. An Owner may be present and vote at an adjourned Owner meeting by means of remote communication if they were permitted to be present and vote by the means of remote communication in the original meetings notice given. The Board may hold an Owner meeting conducted solely by means of remote communication.

Section 6. Quorum. The presence in person or by proxy of 25% of the Owners in good standing shall constitute a quorum for holding an Owner meeting. The written vote of any person furnished at or prior to any duly called meeting at which meeting such person is not otherwise present in person or by proxy, or by such date as is established for voting in cases where no meeting is held, shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast. Any Owner who participates by remote communication in an Association meeting, as provided in Section 4 above, shall also be counted in determining the necessary quorum.

Section 7. Adjournment for Lack of Quorum. If any Owner meeting cannot be held because a quorum is not in attendance, the Owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. The quorum for each subsequent meeting shall be reduced by one-half from the quorum requirement of the previously scheduled meeting.

Section 8. Action without Meeting. Any action that may be taken at an Association meeting (except for electing or removing Directors) may be taken without a meeting by written vote or ballot of the Owners. Written votes or ballots shall be solicited in the same manner as provided in these Bylaws for the giving of notice of Association meetings. Such solicitations shall specify: (1) the proposed action; (2) that the Owners can vote for or against any such proposed action; (3) the percentage of approvals necessary to approve the action; and (4) the time by which written votes must be received to be counted. Approval by written vote or ballot shall be constituted by receipt, within the time specified in the written vote or ballot, of a number of approvals that equals or exceeds the number of votes that would be required for approval if the action were taken at a meeting.

Section 9. Minutes. Minutes or a similar record of the proceedings of all Owner and Board of Director meetings must be kept by the Association. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE V BOARD OF DIRECTORS

Section 1. General Powers. The Association's business and affairs shall be managed by the Board of Directors.

Section 2. Qualification and Number. All Directors must be Owners in good standing. Any Director who is delinquent in any financial obligation owed to the Association, including late

fees, shall pay in full the amount due within sixty (60) days of the delinquency. During the period of delinquency, the Director is not permitted to vote on any delinquency matter of another Owner, including matters that may affect the Director's own Lot. If the Director does not comply within the delinquency cure period, and notwithstanding the provisions of Section 3 below, the Director shall be deemed removed from the Board of Directors for the remainder of the Director's term and the vacancy shall be filled in accordance with Section 4 below. The Board shall consist of five (5) members. No two occupants of the same Lot may serve on the Board of Directors at the same time.

Section 3. Term. At the first annual meeting following adoption of these Bylaws, all Directors shall stand for election as a single slate. The three (3) Directors receiving the highest number of votes shall be elected for a term of two (2) years. The two (2) Directors receiving the next highest number of votes shall be elected for a term of one (1) year. In each year thereafter, either two (2) or three (3) Directors shall be elected for two (2) year terms depending on how many directorships expire that year. All Directors shall hold office until their successors have been elected and hold their first meeting.

Section 4. Nomination. In addition to other means that the Board of Directors permits, such as by regular mail or electronic transmission, nomination for election to the Board of Directors may be made from the floor at the Association's annual meeting.

Section 5. Removal. At any regular or special meeting of the Association duly called and held, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than fifty (50%) percent of all Owners in good standing, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Owners shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each person so appointed shall be a Director until the end of the term of the Director who they replaced and a successor is elected at such annual meeting of the Association.

Section 7. Compensation. No Director shall receive compensation for any service they may render to the Association in the capacity of Director. However; any Director may be reimbursed for their actual expenses incurred in the performance of their duties.

Section 8. Powers. The Board of Directors shall have power to:

A. **Management.** To fulfill all responsibilities and duties, and exercise all rights and privileges, set forth in the Declaration, these Bylaws, and any Rules and Regulations of this Association;

B. **Collecting Assessments.** To levy and collect assessments from the Owners and to use the proceeds thereof for the purposes of the Association in accordance with the Declaration;

C. **Insurance.** To carry insurance relative to all Association property and the Common Areas, and to collect and allocate the proceeds thereof;

D. Rebuild Improvements. To rebuild improvements after casualty, subject to the terms of the Declaration;

E. Contract and Employ Persons. To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Association, its property, areas of responsibility set forth in the Declaration and the Common Areas;

F. Real or Personal Property. Subject to the Declaration, to acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association;

G. Taxes. To pay real and personal property taxes and governmental; special assessments which are or may become a lien on the Association property or the Common Areas;

H. Borrow Money. To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, pledge, or other lien on property of the Association;

I. Rules and Regulations. To make rules and regulations in accordance with the Declaration;

J. Committees. 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 Association property and the Common Areas and to delegate to such committees, or any specific Officers or Directors of the Association any functions or responsibilities which are not by law or the Declaration or Articles of Incorporation required to be performed by the Board;

K. Representative Duties. To represent Owners on matters of mutual interest before any governmental and administrative bodies, boards and agencies;

L. Enforce Subdivision Documents. To enforce the provisions of the Subdivision Documents including, without limitation, the Declaration, the Articles of Incorporation, the Amended Association Bylaws and the Association's Rules and Regulations; and

M. Other. In furtherance of the foregoing purposes, to enter into any kind of activity, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of the Subdivisions, the Common Areas and property under the jurisdiction of the Association.

ARTICLE VI MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular Board of Directors meetings may be held at such times and places as shall be determined from time to time by a majority of the Directors. At least two (2) such meetings shall be held during each fiscal year. Notice of regular Board meetings shall be given to each Director personally, or by mail, facsimile, telephone or electronic transmission at least ten (10) days prior to the date of the meeting, unless waived by such Director.

Section 2. Special Meetings. Special meetings of the Board of Directors may be called by the president upon three (3) days' notice to each Director given personally, or by mail, facsimile, telephone or electronic transmission. The notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the president, secretary or other appropriate officer in like manner and on like notice on the written request of two Directors.

Section 3. Waiver of Notice. Before or at any Board meeting, any Director may in writing or orally waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. A Director's attendance at a Board meeting shall be deemed that Director's waiver of notice. If all the Directors are present at any Board meeting, no notice shall be required and any business may be transacted at such meeting.

Section 4. Quorum and Vote. The presence of a majority of the Directors at a meeting shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which there is a quorum shall be the acts of the Board of Directors. A Director will be considered present and may vote on matters before the Board by remote communication, electronically or by any other method giving the remainder of the Board sufficient notice of the absent Director's vote and position on any given matter. If at any Board meeting there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 5. Action without Meeting. Any action permitted to be taken by the Board of Directors at a meeting of the Board shall be valid in the absence of a meeting if consented to in writing, including by electronic transmission, by a majority of the Board of Directors. Further, the presiding Association officer, in exceptional cases requiring immediate action, may poll all Directors by phone for a vote, and provided the action is consented to by the requisite number of Directors, such vote shall constitute valid action by the Board. The results of any vote along with the issue voted upon pursuant to this Section shall be noted in the minutes of the next Board meeting to take place.

Section 6. Closing of Board of Director Meetings: Privileged Minutes. The Board of Directors, in its discretion, may close a portion or all of any meeting of the Board of Directors to the Owners or may permit Owners to attend a portion or all of any meeting of the Board of Directors. Any Owner shall have the right to inspect, and make copies of, the minutes of the meetings of the Board of Directors; provided, however, that no Owner shall be entitled to review or copy any minutes of meetings of the Board of Directors to the extent that said minutes reference privileged communications between the Board of Directors and counsel for the Association, or any other matter to which a privilege against disclosure pertains under Michigan Statute, common law, the Michigan Rules of Evidence, or the Michigan Court Rules.

Section 7. Remote Communication. Board members may participate in any meeting by means of conference telephone or other means of remote communication through which all persons participating in the meeting can communicate with the other participants. Participation in a meeting by such means constitutes presence in person at the meeting.

ARTICLE VII OFFICERS AND THEIR DUTIES

Section 1. Designation. The principal Association officers are a president, vice president, secretary and treasurer. The Directors may appoint such other officers as may be necessary. Any two offices except that of president and vice president may be held by one person. The President must be a member of the Board of Directors.

Section 2. Appointment. The Board of Directors shall appoint the Association's officers annually and all officers shall hold office at the Board's pleasure.

Section 3. Removal. The Board of Directors may remove any officer either with or without cause, and the successor to the removed officer may be elected at any regular Board meeting or at any special Board meeting called for such purpose.

Section 4. President. The president shall be the Association's chief executive officer and shall preside at all Association and Board meetings. The president has all the general powers and duties which are usually vested in the office of the president of a nonprofit corporation including, but not limited to, the power to appoint committees from among the Owners from time to time in the president's reasonable discretion to assist in the conduct of the Association's affairs.

Section 5. Vice President. The vice president shall take the place of the president and perform the president's duties whenever the president is absent or unable to act. If neither the president nor the vice president can act, the Board of Directors shall appoint some other Board member to so do on an interim basis. The vice president shall also perform such other duties as shall from time to time be imposed by the Board of Directors.

Section 6. Secretary. The secretary shall keep the minutes of all Board and Association meetings, be responsible for maintaining a record of the minutes and of such books and other records as the Board of Directors may direct, and shall in general perform all duties incident to the office of the secretary.

Section 7. Treasurer. The treasurer is responsible for keeping full and accurate accounts of all receipts and disbursements in the Association's books. The treasurer shall also be responsible for depositing all money and other valuable Association papers, in the name of and to the Association's credit, in such depositories that the Board may designate from time to time.

ARTICLE VIII JUDICIAL ACTIONS AND CLAIMS

Actions on behalf of and against the Owners shall be brought in the Association's name. Subject to the express limitations on actions in these Bylaws and in the Association's Articles of Incorporation, the Association may assert, defend or settle claims on behalf of all Owners in connection with the Common Areas.

**ARTICLE IX
FINANCES, BOOKS AND RECORDS**

Section 1. Fiscal Year. The Association's fiscal year shall be the calendar year.

Section 2. Banking; Investment of Funds. Association funds shall be deposited in such bank or other depository as the Board may designate and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by Board resolution from time to time. Association funds shall only be held in accounts that are fully insured or backed by the full faith and credit of the United States Government. The Association may only utilize depositories or instruments where there is no risk of principal loss for investment of its monies.

Section 3. Inspection of Records. Subject to the Association's rules and regulations, the Association's books, records and papers shall, during reasonable business hours, be subject to inspection at the Association's principal office by any Owner.

**ARTICLE X
INDEMNIFICATION**

Section 1. Indemnification of Directors, Officers and Volunteers. Every Director and every 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 the Director or officer 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 the Director or officer may be a party or in which they may become by reason of their being or having been a Director or officer of the Association, whether or not they are a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of the Director's or officer's duties, and 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. The Board of Directors shall notify all Owners of payment of any indemnification that it has approved at least ten (10) days before payment is made. The indemnification rights of this Article shall be at all times construed to be consistent with those contained in the Articles of Incorporation of the Association.

Section 2. Directors' and Officers' Insurance. The Association shall provide liability insurance for every Director and every officer of the Association for the same purposes provided above in Section 1 and in such amounts as may reasonably insure against potential liability arising out of the performance of their respective duties. No Director or officer shall collect for the same expense or liability under Section 1 above and under this Section 2; however, to the extent that the liability insurance provided to a Director or officer was not waived by such Director or officer and is inadequate to pay any expenses or liabilities otherwise properly indemnifiable under the terms of this Article, a Director or officer shall be reimbursed or indemnified only for such excess amounts under

Section 1 above or other applicable statutory indemnification.

**ARTICLE XI
MISCELLANEOUS**

Section 1. Amendments. These Bylaws may be amended or repealed and new Bylaws adopted at any regular or special meeting of the Owners, or by other methods allowed by these Bylaws for voting upon matters, by the affirmative vote of a majority of Owners in good standing or by alternative means of voting, subject to normal quorum requirements. An amendment to these Bylaws shall be effective immediately upon adoption.

Section 2. Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

EXHIBIT C
STORM WATER FACILITIES AGREEMENT
(see attached)

STORM WATER FACILITIES
CONSTRUCTION, OPERATION AND MAINTENANCE AGREEMENT

(Aberdeen Subdivision)

This Agreement made this 1st day of April, 1997, by and between M. B. SHELBY L.L.C., a Michigan limited liability company, whose address is 3005 University Drive, Auburn Hills, Michigan 48326, hereinafter referred to as "Proprietor", and the CHARTER TOWNSHIP OF SHELBY, whose address is 52700 Van Dyke Avenue, Shelby Township, Michigan 48316-3572, hereinafter referred to as "Township".

WITNESSETH:

Whereas, Proprietor is the owner of land situated in the Township of Shelby, County of Macomb, State of Michigan, described in Exhibit "A" attached hereto and made a part hereof, hereinafter referred to as "Property";

Whereas, Proprietor has granted to the Township a certain Storm Water Facilities Easement, upon, over, across, under and through certain portions of the Property;

Whereas, Proprietor has applied for approval of a final preliminary plat for the Property to be known as Aberdeen Subdivision, hereinafter referred to as "Subdivision";

Whereas, Proprietor is required to construct a certain storm water retention basin on the Property hereinafter referred to as "Retention Basin", to service storm water drainage facilities of the Subdivision and the outlets thereof;

Whereas, the Retention Basin will act as a detention basin for storm water drainage for the Subdivision; and,

Whereas, Proprietor and the Township desire to enter into this Agreement pursuant to the provisions of the Subdivision Control Act of 1967, being Act No. 288 of the Public Act of 1967, as amended, for the construction, operation...

1. Retention Basin. The Proprietor shall construct the Retention Basin in accordance with and pursuant to the Ordinances of the Township.

2. Storm Water Facilities Construction. The Proprietor shall construct adequate storm water facilities to connect the storm water facilities of the Subdivision to the Retention Basin and provide an outlet therefrom as approved by the appropriate governmental agencies.

3. Capacity of Retention Basin. The Retention Basin shall be of sufficient capacity, as determined by the Township Engineer, to provide adequate storm water retention for the storm water facilities of the Subdivision, the Property, and any other lands within which storm water facilities may be installed whose outlets shall be required by the Township to discharge into the Retention Basin.

4. Permits. The Proprietor shall secure any and all approvals and permits required by any appropriate governmental agency for the construction of said Retention Basin and storm water facilities.

5. Time for Completion. The Retention Basin and the storm water facilities shall be completed in a manner acceptable to the Township and all other appropriate governmental agencies prior to the issuance of any building permit for any residential structure within the Subdivision.

6. Proprietor's Responsibility. The Proprietor shall be responsible for the construction, operation, use, maintenance, repair, replacement and administration of the Retention Basin, and the cost thereof, until such time as such responsibility is assigned in accordance with the terms of this Agreement.

7. Alteration of the Retention Basin. The Retention Basin as constructed shall not be altered in any way without the consent and approval of the Township and other appropriate governmental agencies having jurisdiction over any portion thereof.

8. Control and Jurisdiction of the Retention Basin. Control and jurisdiction over the Retention Basin shall remain vested with the Proprietor until such time as the control and jurisdiction is assigned and transferred to a subdivision association formed to, among other things, operate, maintain, repair, and replace and administer the Retention Basin.

9. Control and Jurisdiction by the Township. In the event that the Proprietor or

shall include a demand that deficiencies in the operation and maintenance be cured within thirty (30) days thereof, and notify the Proprietor or the subdivision association, as the case may be, of the date, time and place of a public hearing before the Township Board or such other boards or body of officials to whom the Township shall delegate such responsibility. Such hearing shall be held within fifteen (15) days of the notice. At such hearing the Township may modify the terms of the original notice of deficiencies in operation and maintenance and may grant an extension of time within which such deficiencies shall be cured. If the deficiencies set forth in the original notice or in the modification thereof, are not cured within said thirty (30) day period or any extensions of time granted at the hearing, the Township, in order to eliminate and cure the deficiencies in the operation and maintenance of the Retention Basin, may enter upon the Property and operate and maintain said Retention Basin for a period of one (1) year. The operation and maintenance of the Retention Basin by the Township shall not constitute a taking of the Retention Basin nor vest in the public any additional right to use the same.

Within sixty (60) days prior to the expiration of the aforesaid one (1) year period that the Retention Basin is under the control and jurisdiction of the Township, the Proprietor may request another public hearing be held or the Township may call another public hearing upon reasonable notice to the Proprietor. At such hearing the Proprietor or the subdivision association, as the case may be, shall show cause why such operation and maintenance by the Township shall not continue for a succeeding one (1) year period. If the Township shall reasonably determine that the Proprietor or the subdivision association, as the case may be, is ready, willing and able to operate and maintain the Retention Basin in reasonable condition and order, the Township shall cease to operate and maintain the Retention Basin at the end of said year. If the Township shall reasonably determine that the Proprietor or the subdivision association, as the case may be, is not ready, willing and able to operate and maintain the Retention Basin during the next succeeding year, then subject to a similar public hearing and determination in each successive year thereafter, the Township may continue to enter upon the Property and operate and maintain said Retention Basin.

Should deficiencies in the operation and maintenance of the Retention Basin be

Retention Basin or the summary abatement of an impending danger or nuisance in relation thereto, shall be at the expense of the Proprietor or the subdivision association, as the case may be, and such costs and expenditures shall be assessed against the Property and become due, be collected and be returned for non-payment in the same manner and at the same time as ad valorem property tax levies of the Township.

The Township, at its option, shall be subrogated to any rights the Proprietor or the subdivision association, as the case may be, may have in any declaration of subdivision restrictions for the Subdivision or the Property for the imposition of assessments and the collection thereof in relation to the Retention Basin.

10. Special Assessment District. The Township shall have the right to defray any costs of operating and maintaining the Retention Basin by establishing a special assessment district against any property benefited by the Retention Basin in accordance with the provisions of Section 192 and 192a of Act No. 288 of the Public Acts of 1967, as amended.

11. Surety for Performance. The Proprietor shall post an irrevocable bank letter of credit, in an amount sufficient, as determined by the Township, for the faithful performance of this Agreement.

12. Insurance and Indemnification. The Proprietor or the subdivision association, as the case may be, shall carry and maintain in full force and effect, with such company or companies as it shall select, comprehensive general liability insurance for bodily injury any property damage in relation to said Retention Basin with a minimum coverage of One Million and 00/100ths Dollars (\$1,000,000.00) for each occurrence. Such policy shall name the Township and the Township Engineer as an additional named insured by appropriate endorsement thereon. The minimum coverage and the terms and conditions of the insurance policies required hereunder shall be subject to modification as may be reasonably required by the Township. Proof of said insurance shall be provided annually to the Township Clerk. The Proprietor or the subdivision association, as the case may be, shall indemnify and hold the Township harmless from any loss, claim or damage to persons or property arising out of the design, placement, construction, installation, operation, use, maintenance, repair or replacement of the Retention Basin.

upon completion of construction thereof in accordance with the terms and conditions of this Agreement, assign and convey all or part of its rights, powers, privileges, responsibilities and duties set forth herein to such subdivision association upon the execution and recording of an appropriate instrument which sets forth the rights, powers, privileges, responsibilities and duties so assigned and conveyed, whereupon, Proprietor shall be completely released and relieved of any claims against Proprietor with respect to the Retention Basin and the subdivision association shall assume all liabilities and obligations with respect thereto.

15. Interpretation of Terms. The pronouns and relative words used in this Agreement shall be read as though written in masculine, feminine, neuter or plural forms as the context requires.

16. Severability. In the event any provisions contained in this Agreement should be held ineffective or invalid by judgment, decree, court order or otherwise, all other parts and provisions of this Agreement shall nevertheless remain in full force and effect.

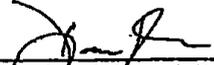
17. Recording. This Agreement shall be recorded within the Macomb County Register of Deeds and shall be deemed to be a covenant running with the land.

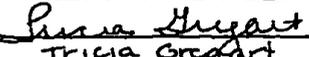
18. Binding Effect. This Agreement shall be binding upon the respective parties hereto, their respective successors and assigns.

In witness whereof, the respective parties have hereunto affixed their hands and seals the day and year first above written.

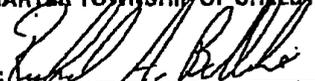
M. B. SHELBY L.L.C.,
a Michigan limited liability company

By: M. B. PROPERTIES, INC., a Michigan
corporation, Managing Member

By: 
Dominic J. Mocerl, President


KELLY F. POMIERS-ZABLOCKI

TRICIA GREGART

CHARTER TOWNSHIP OF SHELBY

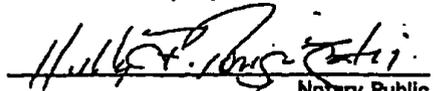
By: 
Richard A. Rottcher


CAROL A. LONG

Acknowledgements

STATE OF MICHIGAN)
) ss.
 COUNTY OF ~~OAKLAND~~ MACOMB)

The foregoing instrument was acknowledged before me this First day of APRIL, 1997, by Dominic J. Mocarl, the President of M. B. PROPERTIES, INC., a Michigan corporation (which is the Managing Member of M. B. SHELBY L.L.C., a Michigan limited liability company), on behalf of the company.


 _____, Notary Public
 Macomb County, Michigan
 My Commission Expires: _____

KELLY F. POMERS-ZABLOCKI
 Notary Public, Oakland County, MI
 My Commission Expires Dec. 28, 2000

STATE OF MICHIGAN)
) ss.
 COUNTY OF MACOMB)

On this 1st day of April, 1997, before me appeared Richard A. Bottcher, to me personally known, who, being by me duly sworn, did say that he is the Supervisor of the Charter Township of Shelby, Macomb County, Michigan, and that said instrument was signed and sealed on behalf of said Township, with authority of its Board of Trustees and he acknowledges said instrument to be the free act and deed of said Township.


 _____, Notary Public
 Macomb County, Michigan
 My Commission Expires: 11-17-99

DRAFTED BY:

Paul A. Bringer
 Miro, Weiner & Kramer
 500 N. Woodward, Suite 100
 Bloomfield Hills, MI 48303

PATRICIA A. CZAJCZYNSKI
 NOTARY PUBLIC - MACOMB COUNTY, MI
 MY COMMISSION EXPIRES 11/17/99

WHEN RECORDED, RETURN TO:

Kirk L. Maas, Director
 Department of Public Works
 Charter Township of Shelby
 52700 Van Dyke Avenue
 Shelby Township, Michigan 48318-3572

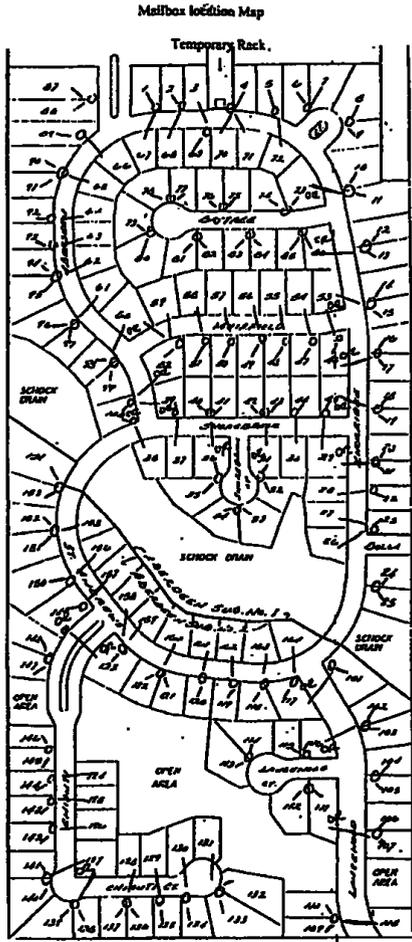
PROPOSED ABERDEEN SUBDIVISION NO. 1

Part of the northeast 1/4 and northwest 1/4 of Section 4, town 3 north, range 12 east, Shelby Township, Macomb County, Michigan, and being more particularly described as follows:

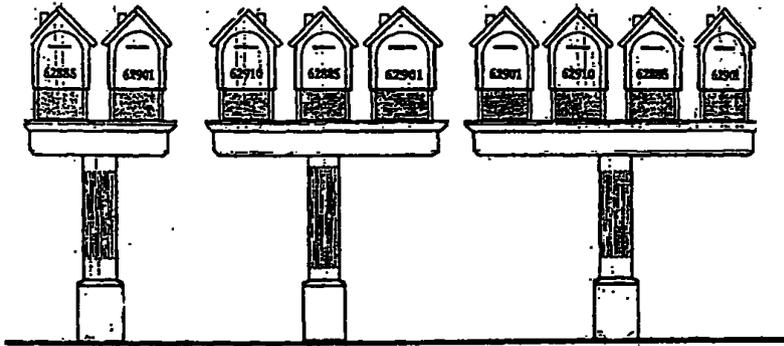
Commencing at a point 1650.00 feet north 89 degrees 18 minutes 16 seconds east from the northwest corner of Section 4, and thence extending north 89 degrees 18 minutes 16 seconds east 607.53 feet along the north line of said Section 4; thence south 00 degrees 41 minutes 44 seconds east 200.00 feet; thence north 89 degrees 18 minutes 16 seconds east 80.00 feet; thence north 00 degrees 41 minutes 44 seconds west 200.00 feet to said section line; thence north 89 degrees 18 minutes 16 seconds east 305.28 feet along the north line of Section 4 to the north 1/4 corner of Section 4; thence north 89 degrees 15 minutes 28 seconds east 159.20 feet along the north section line; thence south 00 degrees 06 minutes 41 seconds west 435.60 feet; thence north 89 degrees 15 minutes 28 seconds east 100.00 feet; thence south 00 degrees 06 minutes 41 seconds west 1422.80 feet to an intermediate traverse line traversing the waters of East Aberdeen Park the following courses and distances, north 61 degrees 26 minutes 43 seconds west 36.83 feet, north 23 degrees 29 minutes 58 seconds east 30.00 feet, north 61 degrees 44 minutes 59 seconds west 110.00 feet, south 30 degrees 51 minutes 57 seconds west 102.17 feet, south 63 degrees 36 minutes 26 seconds east 123.50 feet, north 15 degrees 15 minutes 56 seconds east 28.94 feet, and south 64 degrees 53 minutes 06 seconds east 56.76 feet; thence south 00 degrees 06 minutes 41 seconds west 134.31 feet; thence north 50 degrees 28 minutes 23 seconds west 271.89 feet; thence north 69 degrees 13 minutes 47 seconds west 64.20 feet; thence north 59 degrees 39 minutes 50 seconds west 111.03 feet; thence south 86 degrees 33 minutes 42 seconds west 121.02 feet; thence north 83 degrees 56 minutes 43 seconds west 72.00 feet; thence north 81 degrees 46 minutes 55 seconds west 131.90 feet; thence north 57 degrees 23 minutes 54 seconds west 54.49 feet; thence north 36 degrees 40 minutes 21 seconds west 67.52 feet; thence north 40 degrees 17 minutes 30 seconds west 72.00 feet; thence north 36 degrees 34 minutes 19 seconds west 109.32 feet; thence north 18 degrees 16 minutes 32 seconds west 68.41 feet; thence north 83 degrees 18 minutes 44 seconds west 40.01 feet; thence north 42 degrees 11 minutes 21 seconds west 96.21 feet; thence north 69 degrees 45 minutes 29 seconds west 60.00 feet; thence 84.08 feet along an arc of a curve (radius = 330.00 feet) central angle 14 degrees 35 minutes 59 seconds and whose long chord bears north 27 degrees 32 minutes 29 seconds east 83.86 feet; thence north 55 degrees 09 minutes 33 seconds west 247.91 feet; thence north 00 degrees 43 minutes 11 seconds west 175.00 feet to an intermediate traverse line traversing the waters of West Aberdeen Park the following courses and distances, south 38 degrees 20 minutes 15 seconds east 77.04 feet, south 00 degrees 43 minutes 11 seconds east

EXHIBIT D
MAILBOX LOCATION MAP AND DEPICTION
(see attached)

Exhibit D



ONLY AS GOOD AS ORIGINAL



ONLY AS GOOD AS ORIGINAL