

**ABERDEEN COMMUNITY
ASSOCIATION**

DECLARATION OF RESTRICTIONS

THIRD AMENDMENT TO AND RESTATEMENT OF DECLARATION OF RESTRICTIONS FOR ABERDEEN SUBDIVISION NOS. 1 AND 2

This Third Amendment to and Restatement of Declaration of Restrictions for Aberdeen Subdivision Nos. 1 and 2 (the "Amended and Restated Declaration") is made and executed this 13th day of May, 2020, by Aberdeen Community Association, a Michigan nonprofit corporation (the "Association").

The Association desires by recording this Amended and Restated Declaration to continue to provide for the preservation and enhancement of the property values and amenities in the Subdivisions (defined below), to provide for the maintenance of the Common Areas (defined below), and to reaffirm the affirmative obligations, restrictions and covenants upon the Subdivisions and the owners of lots within the Subdivisions and to ensure the harmony and attractiveness of the Subdivisions. The original Declaration of Restrictions recorded in Liber 7417, Pages 532 et seq., as amended by the First Amendment recorded in Liber 7431, Page 37 et seq., and the Second Amendment recorded in Liber 7672, Page 943 et seq., Macomb County Records, are superseded by the recording of this Amended and Restated Declaration.

The real property described on Exhibit A and included within the Subdivisions shall be held, transferred, sold, conveyed, occupied, improved and utilized subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Amended and Restated Declaration, all of which run with such real property and which are a burden and a benefit to the Association, its successors and assigns, and any persons acquiring or owning an interest in such real property, their grantees, successors, heirs, administrators and assigns.

**ARTICLE I
DEFINITIONS AND INTERPRETATION**

Section 1. Definitions. Certain terms are utilized not only in this Amended and Restated Declaration, but are or may be used in various other instruments such as, by way of example and not limitation, the Bylaws, Articles of Incorporation and any Rules and Regulations of the Association, and deeds, mortgages, liens, easements and other instruments affecting the establishment or transfer of interests in the Subdivisions. Wherever used in such documents the terms below are defined as follows:

A. "Assessments" means the various forms of payment to the Association that are required to be made by Owners (defined below), including without limitation annual, additional and special assessments described in Article IV of this Declaration, and any interest, late fees, fines, costs and attorneys' fees incurred in collecting the same.

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B. "Association" means Aberdeen Community Association, a Michigan nonprofit corporation of which all Owners are members.

C. "Boulevard and Cul-de-sac Islands" means the boulevard and cul-de-sac islands located within the Subdivisions and the improvements contained within these boulevard and cul-de-sac islands including, without limitation, landscaping, irrigation, signage and lighting.

D. "Bylaws" means the Amended and Restated Bylaws of the Association attached as Exhibit B and made a part of this Amended and Restated Declaration, and as may be amended from time to time.

E. "Common Areas" mean those items or areas of land within the Subdivisions intended for the common use of the Owners, including street lighting, street signs, the Boulevard and Cul-de-sac Islands, dams, and those areas of land now or later owned by the Association. The Common Areas include those areas designated on the Plats (defined below) as Common Areas, including Central Aberdeen Park, East Aberdeen Park, West Aberdeen Park, Central Aberdeen Crossing Park, East Aberdeen Crossing Park, West Aberdeen Crossing Park, and Kirkridge Park.

F. "Declaration" or "Amended and Restated Declaration" means this document and all its Exhibits, as the same may be amended from time to time.

G. "Electronic transmission" means transmission by any method authorized by the person receiving the transmission and not directly involving the physical transmission of paper, which creates a record that may be retrieved and retained and that may directly reproduce in paper through an automated process

H. "Good standing" means an Owner who is current in all financial obligations owing to the Association and is not in default of any of the Subdivision Document provisions.

I. "Lot" means any Lot on the recorded Plats. There are 164 Lots, numbered 1 through 164.

J. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot. Both land contract sellers and purchasers shall be considered Owners and shall be jointly and severally liable for all obligations and responsibilities of Owners under this Amended and Restated Declaration.

K. "Plat or Plats" mean the Plats attached as Exhibit A and made a part of this Amended and Restated Declaration, which covers the Property, as recorded in Macomb County Records.

L. "Property" means the property described in Exhibit A, together with the improvements and additions to the Property.

M. “Residence” means any single-family residence constructed on a Lot.

N. “Storm Water Facilities Agreement” means the Storm Water Facilities agreement with the Charter Township of Shelby dated April 1, 1997, recorded in Liber 7417, Page 558 et seq., Macomb County Records, and attached as Exhibit C.

O. “Subdivisions” means the Subdivisions listed in Exhibit A and covered by the Plats.

P. “Subdivision Documents” means and includes this Amended and Restated Declaration, the Bylaws, the Plat, the Association’s Articles of Incorporation and any Association Rules and Regulations.

Section 2. Interpretation. Notwithstanding any rule of law to the contrary, the provisions of this Amended and Restated Declaration, the Articles of Incorporation, the Bylaws and any Association Rules and Regulations shall be liberally construed to effectuate the purposes expressed in these documents with respect to the efficient operation of the Association and the Property, the beautification, betterment, protection and harmony of the external design and appearance of the Property, and the preservation of values of the Lots and Residences.

ARTICLE II COMMON AREAS AND EASEMENTS

Section 1. Owners’ Easements. Each Owner shall have a non-exclusive and perpetual easement over and upon the Common Areas for their intended use. This easement is appurtenant to and shall pass with title to every Lot. This easement is subject to the provisions of this Amended and Restated Declaration and the Subdivision Documents including, without limitation, the right of the Association, authorized by a two-thirds (2/3rds) affirmative vote of all Owners in good standing, to dedicate or convey portions of the Common Areas to any public agency, authority or utility under such terms as the Association deems appropriate. No dedication or conveyance is effective unless the prior written consent has been obtained from the Shelby Township.

Section 2. Delegation of Use. An Owner may delegate their right to use the Common Areas to other occupants of the Lot and to the Owner’s family, lessees and purchasers who reside on the property (each a “permittee”).

Section 3. Reservation of Easements. Easements for the installation and maintenance of utilities, underground television master antenna line, and underground sewage, water and drainage lines, and surface drainage swales, are reserved as shown on the recorded Plats. No building may be constructed or maintained over or on any easements.

Section 4. Public Utilities. Private easements for public utilities have been granted and reserved as shown on the Plats.

Section 5. Storm Drainage Easement. A perpetual and permanent easement in favor of the Macomb County Drain Commissioner, The Schocke Drain Drainage District and the County of Macomb (collectively referred to as “Grantee”), and Grantee’s successors, assigns and transferees, in, over, under and through the Subdivisions, which easement may not be amended or revoked except with the written approval of Grantee, and which contains the following terms and conditions and grants the following rights:

A. The easement shall be for the purpose of developing, establishing, constructing, repairing, maintaining, deepening, cleaning, widening, and performing any associated construction activities and grading in connection with, any type of drainage facilities or storm drains, in any size, form, shape or capacity;

B. The Grantee shall have the right to sell, assign, transfer or convey this easement to any other governmental unit;

C. No Owner in the Subdivisions shall build or convey to others any permission to build any permanent structures on the easements;

D. No Owner in the Subdivisions shall build or place on the area covered by the easements any other type of structures, fixture or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either actually or threaten to impair, obstruct, or adversely affect the rights of Grantee under the easement;

E. The Grantee and its agents, contractors and designated representatives shall have the right of entry on, and to gain access to, the easement; and

F. All Owners release Grantee and its successors, assignees or transferees from any and all claims to damages in any way arising from or incident to the construction and maintenance of a drain or otherwise arising from or incident to the exercise by Grantee of its rights under the easement, and all Owners covenant not to sue Grantee for such damages. The rights granted under this Section may not be amended without the express written consent of the Grantee. Any purported amendment or modification of the rights granted shall be void and without legal effect unless agreed to in writing by the Grantee, its successors or assigns.

Section 6. Sanitary and Storm Sewer Facilities.

A. Storm Water Facilities Agreement.

The Association is responsible for administering, operating, maintaining, repairing and replacing the storm water retention basin located on the Property (the “Retention Basin”). The retention Basin may not be altered in any way without the consent and approval of the Township and any other governmental agency having jurisdiction.

If the Association at any time fails to maintain the Retention Basin in reasonable order and condition, the Township may serve written notice on the Association or upon the Owners setting forth the manner in which the Association has failed to maintain the Retention Basin in

reasonable condition. This notice shall include a demand that the deficiencies in operation and maintenance be cured within thirty (30) days of the notice and shall state the date and place of a hearing before the Township Board or such other Board, body or official to whom the Township delegates such responsibility. The hearing shall be held within fifteen (15) days of the notice. At the hearing, the Township may modify the terms of the original notice as to the deficiencies in operation and maintenance and may grant an extension of time within which they must be cured. If the deficiencies set forth in the original notice or in the modifications to the notice are not cured within the thirty (30) day or any extension of the thirty (30) day period, the Township, to eliminate and cure the deficiencies, may enter upon the Property and maintain the Retention Basin for a period of one (1) year.

Within sixty (60) days prior to the expiration of the one (1) year period, the Association may request another public hearing be held or the Township may call another public hearing upon reasonable notice to the Association. At the hearing the Association shall show cause why the operation and maintenance by the Township should not continue for a succeeding year. If the Township reasonably determines that the Association is not ready, willing and able to maintain the Retention Basin during the next succeeding year, then subject to a similar public hearing and determination in each successive year, the Township may continue to enter upon the Property to operate and maintain the Retention Basin. Should deficiencies in the operation and maintenance of the Retention Basin be a threat to the public health, safety or general public welfare, the Township has the right to immediately and without notice take appropriate corrective action. The cost of any emergency action, shall be assessed against the Association and added to the tax rolls, collected and enforced in a like manner as general Township taxes are collected and enforced.

The Township shall be, at its option, subrogated to the right of the Association that it may have in this Declaration for the imposition of assessments and the collection of the assessments in relation to the Retention Basin.

B. Special Assessment District. Owners acknowledge they have no right to object to the establishment of a special assessment district consisting of the Lots for any repair or replacement of the storm systems provided for in the Storm Water Facilities Agreement.

C. Sanitary Sewer. Owners agree to comply with all Township ordinances pertaining to the prevention of infiltration of storm water, foundation drain water, sump pump matter or any other foreign matter other than residential sewage into the sanitary sewer system. If, after due notice of noncompliance and the failure to comply after having a reasonable opportunity to comply, an Owner not in compliance with this Section shall pay the Township all amounts expended to pursue compliance with this Section, including attorney fees and reimbursements for corrective action or maintenance performed to secure compliance.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. The Association. The Association's general purpose is to encourage and promote the highest standards of management and maintenance of the Property as a residential

development of the highest quality. In furtherance of these purposes, the Association has the power and authority conferred upon it in the Subdivision Documents. Any action required of or permitted to the Association is exercisable by its Board of Directors unless specifically reserved to the Owners by the Subdivision Documents or Michigan law.

Section 2. Membership. Each Owner shall be a mandatory Association member. Membership is appurtenant to and may not be separated from ownership of a Lot.

Section 3. Voting Rights. Each Owner is entitled to one vote for each Lot owned, provided the Owner is in good standing. 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. If any Lot is owned jointly by more than one Owner, the voting rights appurtenant to that Lot may be exercised only jointly as a single vote. The Owners shall determine how they exercise their vote for such Lot, but in no event shall the Owners cast more than one vote with respect to any one Lot.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation for Assessments. Each Owner, by acceptance of a deed or land contract vendee's interest to their Lot, whether or not expressed in the instrument, is deemed to covenant and agree to pay to the Association all general, additional and special Assessments for the operation of the Association, maintenance management and operation of the Subdivisions and the Common Areas, and for the payment of other expenses allocated or assessed by the Association. All Assessments, together with interest, late fees, costs, attorneys' fees incurred in the collection of Assessments and advances for taxes or other liens or costs that the Association pays to protect its rights shall be a charge on the Owner's Lot and shall be a continuing lien upon the Lot against which each Assessment is made and shall be superior to all other liens except tax liens on the Lot in favor of any state or federal taxing authority and, subject to Section 9 below, sums unpaid on the first mortgage of record. Assessments shall also be the personal obligation of the person who is the Owner of the Lot at the time the Assessment fell due and, except as provided in Section 9 below, all subsequent Owners until paid, and shall accrue to the Association's benefit.

Section 2. Purpose of Assessments. Except as otherwise provided in this Declaration, the Association shall use the assessments levied under this Article IV for the purpose of: (a) improving, maintaining, repairing and replacing the Common Areas and any improvements located on the Common Areas including landscaping, signage and benches; (b) addressing obligations regarding the Sanitary and Storm Sewer Facilities; (c) providing services for the benefit of residents of the Subdivisions, including snow removal from the roadways located within the Subdivisions regardless of the fact that these roads are public; and (d) enforcing the Subdivision Documents and administering the Subdivisions.

Section 3. Rates of Assessments: All annual, additional and special Assessments shall be made against each Lot equally.

Section 4. Increase in Annual Assessment. The annual Assessment for any given year may only be increased above twenty-five percent (25%) from that of the prior year by approval of two-thirds (2/3rds) of the Owners in good standing and voting at any meeting of the Association at which a quorum is present and for which notice of the action has been provided.

Section 5. Additional Assessments. The Board of Directors shall have the authority to levy such additional Assessments as it shall deem necessary provided the same shall be required for only the following: (a) to provide repairs or replacements of existing Common Areas; or (b) for any emergencies.

Section 6. Special Assessments. Special assessments, in addition to those described in Sections 4 and 5 above, may be made by the Board of Directors from time to time if approved by the Owners as provided in this Declaration, to meet other requirements of the Association, including, but not limited to: (a) providing additions to the Common Areas; or (b) assessments for any other appropriate purpose not described in the Subdivision Documents. Special assessments as provided for by this subsection shall not be levied without the prior approval of two-thirds (2/3rds) of the Owners in good standing.

Section 7. Date of Commencement of Annual Assessments; Due Dates; Exemptions. The annual Assessment provided for in this Article shall be imposed for the year beginning January 1 and ending December 31. The Board shall establish the due date for the annual Assessment. At least thirty (30) days in advance of the upcoming fiscal year, the Board of Directors shall establish an annual budget in advance for each fiscal year and the budget shall project all expenses for the forthcoming year that may be required for the proper operation, management and maintenance of the Subdivisions, the Common Areas and the Association, including a reasonable allowance for contingencies and reserves. Upon the Board's adoption of an annual budget and least thirty (30) days in advance of the upcoming fiscal year, copies of the budget shall be distributed to each Owner and the annual Assessment for the year shall be established based upon that budget, although the failure to distribute a copy of the budget to each Owner shall not affect or in any way diminish the liability of any Owner for any existing or future Assessments. In the absence of any annual budget or adjusted budget each Owner shall continue to pay the annual Assessments at the rate established for the previous fiscal year until notified of any change in the installment payment which shall not be due until at least thirty (30) days after such new annual or adjusted budget is adopted.

Section 8. Payment of Assessments and Penalties for Default. The annual Assessment shall be payable in annual or such other installments as determined by the Board of Directors. Additional and special Assessments shall be payable as stated in the notice announcing their levy. The payment of an Assessment shall be in default if such Assessment, or any part of the Assessment, is not paid to the Association in full on or before the due date for the Assessment, which shall be January 31st each year or such other date as may be established from time to time by the Board of Directors for any Assessment. Assessments in default shall bear interest at a rate not to exceed 7% or the highest rate allowed by law, whichever is greater, until paid in full. In addition, all Assessments, or installments of Assessments that remain unpaid as of thirty (30) days after the due date shall incur a uniform late charge of \$25.00 per month to compensate the Association for administrative costs incurred because of the delinquency. The

Board of Directors may revise the frequency and rate of the uniform late charges, and may levy additional late charges for special and additional Assessments, without the necessity of amending this Amended and Restated Declaration. Payments of Assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including attorney's fees; second, to any interest charges, fines and late fees on such installments; and third, to installments in default in order of their due dates. An Owner selling a Lot shall not be entitled to any refund whatsoever from the Association with respect to any reserve account or other asset of the Association.

An Owner may not withhold or escrow Assessments, and may not assert in an answer, or set-off to a complaint brought by the Association for nonpayment of Assessments, that the Association or its agents have not provided services. No Owner may waive or otherwise avoid liability for Assessments by non-use (whether voluntary or involuntary) of the Common Areas, abandonment of the right to use the Common Areas, or abandonment of their Lot. An Owner in default shall not be qualified to run for or function as an officer or Director of the Association, and shall not be entitled to vote so long as such default continues.

The Association may enforce collection of delinquent Assessments by a suit at law for a money judgment against the Owner, may record against the Lot a lien securing the payment of all delinquent amounts, may foreclose any such lien, or may pursue one or more of such remedies at the same time or successively. Each Owner, and every other person who from time to time has any interest in the Property, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of Assessments, costs and expenses, either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligation of the parties to such actions. Further, each Owner and every other person who from time to time has any interest in the Property, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Lot and improvements thereon with respect to which Assessments are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. The Association shall have such other remedies for collection and enforcement of Assessments as may be permitted by applicable law. All remedies shall be cumulative.

Section 9. Subordination of the Lien. Except for Assessments evidenced by a lien recorded prior to the recording of a first mortgage, the lien of the Assessments provided for in this Article shall be subordinate to the lien of any first mortgage; provided, however, that any such mortgage lender when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgage lender acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgage lender, shall hold title subject to the liability and lien of any Assessment, or part thereof, attributable to the period commencing on the date of the foreclosure sale (or conveyance in lieu of foreclosure). Any unpaid Assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an Assessment divided equally among, payable

by and a lien against all Lots subject to Assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Section 10. Expenses of Collection. All expenses incurred in collecting unpaid Assessments, including interests, fines, costs, actual attorneys' fees (not limited to statutory fees and including attorneys' fees and costs incurred incidental to any bankruptcy proceedings filed by the delinquent Owner or probate or estate matters, including monitoring any payments made by the bankruptcy trustee or the probate court or estate to pay any delinquency, or attorneys' fees and costs incurred incidental to any State or Federal Court proceeding filed by the Owner) and advances for taxes or other liens or costs paid by the Association to protect its lien, shall be chargeable to the Owner in default and shall be secured by the lien on their Lot.

Section 11. Certificate with Respect to Assessments. Upon the written request of any Owner, the Association shall furnish, within five (5) business days, a written certificate regarding the status of any Assessments or other charges levied against the Owner's Lot. Any such certificate, when properly issued by the Association, shall be conclusive and binding with regard to the status of the Assessments as between the Association and any bona fide purchaser of the Lot described in the certificate and the lender who has taken a lien on the Lot as security for the repayment of a loan.

ARTICLE V BUILDING AND USE RESTRICTIONS

Section 1. Use of Lots.

A. Single-Family Use. All Lots shall only be used for single-family residential purposes only and no building shall be erected, re-erected, placed or maintained or permitted to remain on any Lot except one (1) detached single family Residence with an attached garage for not less than two (2) vehicles. Carport are prohibited. No Owner shall carry on any business enterprise or commercial activity within the Subdivisions or upon their Lot, including without limitation adult foster care, nursing facilities, group homes, transitional housing and similar enterprises; provided, that Owners are allowed to have home offices in their Residences so long as the use does not (1) involve additional pedestrian or vehicular traffic by customers, users or beneficiaries of the services being performed and/or congestion within the Subdivisions, (2) utilize or involve the presence of any employees upon their Lots other than the Owners or occupants, (3) disturb other Owners, (4) involve additional expense to the Association (such as utility charges or insurance), (5) violate any other provision or restriction contained in this Amended and Restated Declaration, (6) involve the storage of bulk goods for resale, and (vii) constitute a violation of any municipal ordinances or regulations; notwithstanding the foregoing, those Owners that operated a daycare which was properly licensed by State and municipal agencies, as applicable, as of the date of recording this Amended and Restated Declaration shall be allowed to continue to operate their daycare so long as: (1) the Owner remains in good standing; (2) the Owner operating the daycare maintains adequate liability insurance naming the Association as an additional insured; (3) the daycare remains properly licensed by the State and municipal agencies, as applicable; (4) all vehicles are parked and all children picked-up and

dropped-off on the Residence driveway and not on the Subdivision streets; and (5) all child activities, except for pick-up and drop-off, take place in the Residence's rear yard.

B. Occupancy Restrictions. The number of persons allowed to occupy or reside in any Residence shall be governed by the restrictions and regulations of the Building Officials and Code Administrators National Property Maintenance Code or such other codes or ordinances that may be adopted by the Shelby Township of from time to time governing occupancy. Such restrictions shall automatically change, without the necessity of an amendment to this Amended and Restated Declaration, upon the adoption of alternative regulations by the Shelby Township of , such that the occupancy of all Residences shall be in accordance with all Shelby Township of regulations at all times.

Section 2. Character and Size of Residences. The size of each Residence must conform to applicable Shelby Township Zoning Ordinance standards. All computations of livable floor space for purposes of meeting these size requirements shall be exclusive of attached garage, porches, terraces, basement (i.e. any level of the Residence that is partially or wholly below the grade of the Residence's primary entrance), or other traditionally non-livable areas, or be less than twenty-five feet (25') from the front Lot line. All garages must provide space for at least two (2) automobiles. Except for Residences located on Lots 48 and 131, which may have a three (3) car front entry garage, no Residence shall have a three (3) car front entry garage. No amendment to a Lot's Township-approved site and engineer plans is permitted without the Township's approval.

Section 3. Yard Requirements. No building on any Lot may be erected near than:

- A. Twenty-five feet (25') from the front Lot line;
- B. Total minimum width of both side yards is eighteen feet (18') and each side yard must be a minimum of seven feet (7');
- C. Thirty-five feet (35') from the rear Lot line; and
- D. Twenty-five feet (25') from the side Lot line abutting a street on corner Lots.

Section 4. Architectural Control.

A. Approval Required. No building, swimming pool, pool enclosure, fence, outbuilding, wall, solar panels, or other structure or improvement shall be commenced, constructed, erected, maintained on any Lot, nor shall any addition, change or alteration to any structure (including in color or design) be made, nor shall any hedges, trees or substantial plantings or landscaping modifications be made, unless and until plans and specifications acceptable to the Board of Directors showing the nature, kind, shape, height, materials, color scheme, location of the structure or improvement and the grading or landscaping plan of the area to be affected, if applicable, shall have been submitted to and approved in writing by the Board of Directors. Board approval shall be deemed given if the plans and specifications submitted for

approval are marked or stamped as having been finally approved by the Board, and are dated and signed by two (2) Board members.

B. Board Considerations. The Board of Directors shall have the right to refuse to approve any plans or specifications which it determines, in its sole discretion, are not suitable or desirable for aesthetic or any other reasons, and in passing upon plans and specifications, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the Lot upon which it is proposed to be constructed, and the degree of harmony with adjacent neighboring Lots and the Subdivisions as a whole.

C. Material Specifications. The Board of Directors also has the right to specify the materials to be used in the construction or alteration of any improvements on Lots, and may require suitable screening with adequate shrubs, landscape materials, and other modifications. It is the intention and purpose of this Section to ensure the Subdivision remains a beautiful, harmonious and private residential area.

D. Performance. All work shall be promptly commenced and diligently completed in accordance with any approved plans and specifications, and performed in accordance with the applicable governmental building codes, ordinances and regulations and with such further standards as set forth in this Amended and Restated Declaration.

Section 5. Subdividing of Lots. No Lot may be divided, subdivided, split or combined with any other Lot, or boundary lines changed.

Section 6. Fences and Walls. Except as otherwise provided in this Amended and Restated Declaration and subject to the provisions of Section 4 above, No fence, wall or solid hedge of any kind shall be erected, grown or maintained on any Lot except as may be required by any governmental entities having jurisdiction in connection with the construction of an approved swimming pool; provided, that, unless the Board of Directors otherwise approves in writing, no such fence, wall or solid hedge shall be greater in height than the minimum required by any governmental entity having jurisdiction nor, except with the Board of Director's approval, extend beyond the front Residence line. No wire or chain link fence is permitted on any Lot. Permanent fences shall be constructed of ornamental iron or ornamental aluminum, as approved by the Board of Directors in writing.

Section 7. Mailboxes. All mailboxes shall be of a uniform design. The Shelby Township Post Office has designated the location of each mailbox. Mailboxes will be two (2) to a post, except where indicated on the mailbox locator map attached as Exhibit D, and shall be designed as depicted on Exhibit D. The Association shall handle the coordination and installation of mailboxes. Owners are responsible for keeping mailboxes properly and well maintained.

Section 8. Animals.

A. Type. Farm animals, livestock and wild animals shall not be raised, kept or bred on any Lot. Household pets may be kept by Owners or occupants so long as the maintenance of any household pets complies with Township Ordinances.

B. Restrictions Applicable to Pets: Responsibilities of Owners.

(1) No animals may be kept or bred for any commercial purpose. Any pets permitted to be kept in the Subdivisions shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions.

(2) Any household pet shall be kept either on a leash in the control of a responsible person, or properly restrained via the utilization of an invisible fence, and shall otherwise not be allowed to run loose or unattended except when restrained via the utilization of an invisible fence.

(3) Each Owner shall be responsible for the immediate collection and disposition of all fecal matter deposited anywhere in the Subdivisions, including without limitation Lots and Common Areas, by any animal maintained by such Owner.

(4) No savage or dangerous animal of any type shall be kept or maintained on any Lot.

Section 9. Wells. No well shall be dug, installed or constructed on any Lot except for irrigation purposes, in which event such well shall not be located in the front yard or between Residences and no portion of the well exceeds twenty-four inches (24") above ground level, with the well properly screened so as not to be visible from any street or side yard.

Section 10. Sight Distance at Intersections. No fence, wall, hedge or shrub that obstructs sight lines at elevations between two feet (2') and six feet (6') above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the streets, or in the case of a rounded property corner, from the intersection of the street property lines extended. No tree shall remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 11. Prohibited Structures. Except as otherwise set forth in the Association's rules and regulations or as the Board otherwise approves, no trailers, tents, shacks, sheds, temporary buildings, or any other structure or improvement of any design whatsoever, shall be located at any time on a Lot. No one may reside in a Residence unless the Residence has a certificate of occupancy.

Section 12. Garbage and Refuse. No Lot shall be used or maintained as a dumping ground or for outside storage for rubbish, trash, garbage or other materials. Trash receptacles may be stored on Lots and outside of Residence garages but only if trash and other refuse is entirely contained within the trash receptacle with the trash receptacle lid closed. All other trash receptacles must be completely screened from view from the roadways within the Subdivisions via landscaping or other screening that the Board approves in writing or otherwise stored in Residence garages. Trash receptacles shall not be left at the curb for more than twenty-four (24) hours in any one week.

Section 13. Vehicular Parking and Storage.

A. **Permitted Vehicles in General.** Except as otherwise provided in this Section or in the Association's rules and regulations, only currently licensed automobiles, motorcycles, non-commercial pickup trucks, SUVs, and passenger vans, which are used as an occupant's primary means of transportation and not for any commercial purposes, may be parked or stored on any Lot or within the Subdivisions. Unless parked fully in a Residence garage or except as otherwise provided in this Section, no house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, recreational vehicles or off-road vehicles shall be parked or stored on any Lot or within the Subdivisions.

B. **Temporary Presence.** Except as the Board may otherwise approve in writing, recreational vehicles may be parked temporarily within the Subdivisions for purposes such as loading and unloading for a period not to exceed twenty-four (24) hours within any seven (7) day period.

C. **Standing Vehicles, Repairs.** Nonoperational vehicles or vehicles with expired license plates shall not be parked on any Lot or within the Subdivisions, other than inside a Residence garage, without written permission of the Board of Directors. Nonemergency maintenance or repair of vehicles shall not be permitted on the Subdivisions, unless performed inside a Residence garage or as otherwise specifically approved by the Board of Directors.

D. **Commercial Vehicles.** For purposes of this Section, commercial vehicles shall include vehicles or trucks with more than two axles, vehicles with commercial license plates, vehicles with any commercial markings or advertising appearing on the exterior, vehicles not designed or intended for personal transportation, or any vehicle either modified or equipped with attachments, equipment or implements of a commercial trade, including, but not limited to, ladder or material racks, snow blades, tanks, spreaders, storage bins or containers, vises, commercial towing equipment or similar items. For purposes of this Section, passenger vans, SUVs and pickup trucks used for primary transportation shall not be considered commercial vehicles provided they do not meet the definition of a commercial vehicle contained in this Section.

Section 14. Laundry. No laundry shall be hung for drying so as to be visible from the street on which the Residence fronts or, in the case of corner Lots, on which the Residence fronts and sides.

Section 15. Grading. The yard drainage and grade of all Lots shall be maintained in accordance with the grading plan on file with Shelby Township.

Section 16. Air Conditioners. No "through the wall" or "through window" air conditioners may be installed in the Subdivisions. No outside compressors for central air conditioning units may installed or maintained in such a manner so as to create no nuisance to the residents of adjacent Residences.

Section 17. Swimming Pools. No permitted swimming pool shall be higher than one foot (1') above the existing Lot grade, and all improvements associated with the installation of a permitted swimming pool shall not adversely impact the drainage pattern and all grading and drainage shall comply with Township-approved engineering plans. No above-ground pools are permitted. Notwithstanding the foregoing, pools that comply with the following requirements shall be considered a "wading" or "children" pool and not an above-ground swimming pool and shall otherwise be permitted so long as they are properly stored within the Residence or its attached garage when not in use: any pool having a retaining wall no higher than eighteen inches (18") from grade to the top edge of the wading pool retainer, having a diameter of no more than eight feet (8'), being a type that can be readily emptied, not requiring filtering equipment.

Section 18. Antenna and Satellite Dishes. No outdoor television antennas or satellite dishes will be allowed except those permitted by the Federal Communication Commission's Over the Air Reception Devices Rule, as amended. To the extent such outdoor television antennas or satellite dishes are permitted by the Federal Communication Commission's Over the Air Reception Devices Rule, such outdoor television antennas or satellite dishes shall be located in a place shielded from the roadways within the Subdivisions, provided an acceptable quality can be obtained in such a place and such a placement does not delay or increase the cost of installation or of obtaining service.

Section 19. Driveways. Driveways shall be constructed of concrete or such other hard surface material for which prior written approval has been obtained from the Board of Directors.

Section 20. Leases. No Owner or tenant may lease or sublet less than the entire Residence. All leases shall be for an initial term of at least twelve (12) months, and no Owner shall accommodate transient tenants or occupants. For purposes of this Section, "transient tenant or occupant" refers to a non-Owner occupying a Residence for less than sixty (60) days and who has paid consideration for the occupancy.

Section 21. Conduct within the Subdivisions. No harmful, improper or unlawful activity shall be engaged in on or upon the Subdivisions or any Lot, nor shall anything be done which may be or become a nuisance to the Owners.

Section 22. Signs. No sign or advertisement shall be placed, erected or maintained on any Lot except (a) one sign advertising the Residence for sale, which shall be constructed and installed in a professional manner, have a surface of not more than five (5) square feet and a top that is not more than three (3) feet above ground, or (b) signs or advertisements are in conformance with the Association's rules and regulations or are otherwise approved in writing by the Board of Directors. Notwithstanding the foregoing, political signs may be erected in compliance with applicable Township ordinances. All permitted signs shall be kept clean and in good repair during the period of its placement and maintenance on any Lot, and all permitted signs must comply with Township ordinances and other applicable municipal regulations.

Section 23. Damaged Residences and Reconstruction. Any debris resulting from the destruction of any Residence or other structure on any Lot shall be promptly removed but in no event in more than thirty (30) days, and any damaged or destroyed building shall be repaired or

replaced within six (6) months unless the repair or replacement cannot reasonably be completed in this time in which case the Owner shall promptly perform and proceed diligently with the repair or replacement.

Section 24. Rules and Regulations. The Board of Directors may make and amend reasonable rules and regulations consistent with the Subdivision Documents concerning the rights and responsibilities of Owners and the Association with respect to the use of the Common Areas, Lots and Subdivisions or the manner of operation of the Association and of the Common Areas, Lots and Subdivisions. Copies of all rules and regulations and any amendments shall be furnished to all Owners and shall become effective as stated in such rule or regulation. Any rule or regulation may be revoked at any time by the affirmative vote of more than fifty percent (50%) of all Owners in good standing.

Section 25. Cost of Enforcing Documents. Any and all costs, damages, fines, expenses and actual attorneys' fees incurred or levied by the Association in enforcing any of the restrictions set forth in this Declaration or in Rules and Regulations promulgated by the Association and any expenses incurred because of the conduct of less than all those entitled to occupy the Subdivisions, or by their licensees or invitees, may be assessed to, secured by a lien on the offending Owner's Lot and collected from the responsible Owner in the manner provided in Article IV. This specifically includes actual costs and legal fees incurred by the Association in investigating and seeking legal advice concerning violations, and responding to and defending actions relating to violations in small claims court, or any other court of competent jurisdiction.

ARTICLE VI ENFORCEMENT

Section 1. Compliance by Owners. Every Owner and every Owner's permittees shall comply with the restrictions and covenants set forth herein and in the Subdivision Documents.

Section 2. Remedies for Default. Failure of an Owner or their permittees to comply with the Subdivision Documents shall be grounds for relief, which may include, without limitation, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in the payment of Assessments and as more fully set forth in Article IV), or any combination thereof. The Association shall have the right to suspend the rights of use of Common Areas of Owners in default of the Subdivision Documents.

Section 3. Costs Recoverable from Owner. Failure of an Owner or their guests or invitees to comply with the Subdivision Documents shall entitle the Association to recover from such Owner all damages, fines expenses, pre-litigation costs and actual attorneys' fees (including pre-litigation costs and fees) incurred in obtaining their compliance with the Subdivision Documents, and all such costs, damages, fines, expenses and actual attorneys' fees incurred may be assessed to and secured by a lien on the offending Owner's Lot. This specifically includes actual costs and legal fees incurred by the Association in investigating and seeking legal advice concerning violations. In addition, in cases where the Association must defend an action brought by any Owners or permittees and regardless if the claim is original or brought as a defense, a counterclaim, cross claim or otherwise, the Association, if successful, shall be entitled to recover

from such Owner or permittee pre-litigation costs, the costs of the proceeding and actual attorney's fees incurred in defense of any such claim, but in no event shall any Owner be entitled to recover such attorney's fees or costs against the Association.

Section 4. Association's Right to Abate. The violation of any of the provisions of the Subdivision Documents shall also give the Association or its authorized agents the right, in addition to the rights set forth above, to enter upon the Common Areas or onto any Lot (but not into any Residence) and summarily remove and abate, at the expense of the Owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Subdivision Documents. The Association shall have no liability to any Owner or their permittee arising out of its exercise of its removal and abatement power granted hereunder.

Section 5. Failure to Enforce Rights. The failure of the Association or of any Owner to enforce any right, provision, covenant or condition that may be granted by the Subdivision Documents shall not constitute a waiver of the right of the Association or of any such Owner to enforce such right, provisions, covenant or condition in the future.

Section 6. Cumulative Rights. All rights, remedies and privileges granted to the Association or any Owner pursuant to any terms, provisions, covenants or conditions of the Subdivision Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 7. Fines. The violation by any Owner or their permittees of any of the provisions of the Subdivision Documents shall be grounds for Assessment by the Association, acting through its Board of Directors, of monetary fines against the involved Owner. No fine may be assessed unless rules and regulations establishing fines have first been adopted by the Board of Directors. Thereafter, fines may be assessed only upon notice to the offending Owner and an opportunity for the Owner to offer evidence in defense of the alleged violation. Upon finding a violation has occurred after an opportunity for hearing has been provided, the Board may levy a fine in such amount as it, in its discretion, deems appropriate, and as is set forth in the rules and regulations establishing the fine. Any fine levied pursuant this Section shall be assessed against the Owner and shall be immediately due and payable. Failure to pay the fine will subject the Owner to all liabilities set forth in the Subdivision Documents including, without limitations, those described in Article IV of this Amended and Restated Declaration.

ARTICLE VII GENERAL PROVISIONS

Section 1. Notice. Any notice required to be sent to any Owner under the provisions of this Amended and Restated Declaration shall be deemed to have been properly sent when sent by electronic transmission, personally delivered, or mailed, postpaid, to the last known address of the person who appears as Owner on the Association's records at the time of such mailing.

Section 2. Interpretation. The Article and Section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions and interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter genders shall each include the others.

Section 3. Severability. Invalidation of anyone of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

Section 4. Effective Date. This Amended and Restated Declaration shall become effective upon its recordation with the Macomb County Register of Deeds.

Section 5. Amendment. This Amended and Restated Declaration may be amended, changed or added to at any time and from time to time upon the Township's written approval and the execution and recording of an instrument signed by the President of the Association and certifying that the amendment set forth in the instrument was adopted by a vote of at least two-thirds (2/3rds) of the votes of all Owners in good standing.

Section 6. Conflict. This Amended and Restated Declaration shall take precedence over conflicting provisions in the Articles of Incorporation, Bylaws and any Rules and Regulations of the Association, and the Articles shall take precedence over the Bylaws and the Rules and Regulations.

[SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGE]

CERTIFICATION

STATE OF MICHIGAN)
) SS
COUNTY OF Macomb)

I, Brandi Lane, being first duly sworn, depose and state as follows:

1. I am the managing agent for Aberdeen Community Association, the corporation named in and which executed the Third Amendment to and Restatement of Declaration of Restrictions for Aberdeen Subdivision Nos. 1 and 2.
2. The Third Amendment to and Restatement of Declaration of Restrictions for Aberdeen Subdivision Nos. 1 and 2 were submitted to all Owners of Lots in Aberdeen Subdivision Nos. 1 and 2 for the purpose of voting on the documents. The Owners approved the documents by a vote of more than seventy-five percent of all Owners.
3. The records of the Owner consents are maintained at the offices of Aberdeen Community Association.



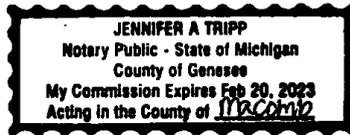
Brandi Lane

Acknowledged, subscribed and sworn to before me
this 16 day of August, 2020.

Jennifer A. Tripp

Notary Public
County, Michigan

Acting in Macomb County
My Commission Expires:
February 20, 2023



CERTIFICATION

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

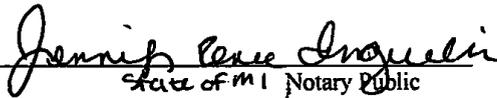
I, Stephen M. Guerra, being first duly sworn, depose and state as follows:

1. I am the attorney for Aberdeen Community Association, the Corporation named in and which executed the attached Third Amendment to and Restatement of Declaration of Restrictions for Aberdeen Subdivision Nos. 1 and 2.
2. I provided a copy of the attached Third Amendment to and Restatement of Declaration of Restrictions for Aberdeen Subdivision Nos. 1 and 2 to the Township of Macomb Planning Department for the purpose of obtaining the Township's approval to the Third Amendment to and Restatement of Declaration of Restrictions for Aberdeen Subdivision Nos. 1 and 2.
3. On May 19, 2020 and as evidenced on the page that immediately follows this Certification, the Township consented in writing to the attached Third Amendment to and Restatement of Declaration of Restrictions for Aberdeen Subdivision Nos. 1 and 2.



Stephen M. Guerra

Acknowledged, subscribed and sworn to before
me this ~~20th~~ day of ~~June~~, 2020.
10th August



state of MI Notary Public
oakland County, Michigan
Acting in oakland County
My Commission Expires: 10-9-24

JENNIFER RENEE INGWEILLER
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Oct 9, 2024
ACTING IN COUNTY OF oakland

Planning & Zoning

52700 Van Dyke Avenue
Shelby Township, MI 48316-3572
Phone (586) 726-7243
Fax (586) 726-7227
planning@shelbytp.org
www.shelbytp.org



May 19, 2020

Mr. Stephen Guerra
30140 Orchard Lake Road
Farmington Hills, MI 48334

Re: Aberdeen Subdivision Nos. 1 and 2 Amended and Restated Declaration of Restrictions

Dear Mr. Guerra:

On Monday, May 11, 2020, the Charter Township of Shelby Planning Commission approved the amendments for the above referenced property.

Please feel free to contact me in the event that you have any questions on the enclosed minutes or any of the conditions of approval referenced therein. Thank you for your time and cooperation.

Sincerely,

CHARTER TOWNSHIP OF SHELBY

A handwritten signature in black ink that reads "Julijana Mijich /ab". The signature is written in a cursive style.

Julijana Mijich
Planning Director

/ab

Encl

P/Letters/Site Plan Approval.doc

EXHIBIT A

SUBDIVISIONS COVERED BY THIS AMENDED AND RESTATED DECLARATION

Aberdeen Subdivision No. 1, being Lots 1 through 100, inclusive, part of the N.E. $\frac{1}{4}$ & N.W. $\frac{1}{4}$ of Section 4, T3N, R12E, Shelby Township, Macomb County, Michigan, according to the Plat recorded in Liber 120, Page 22 et seq., of Plats, Macomb County Records

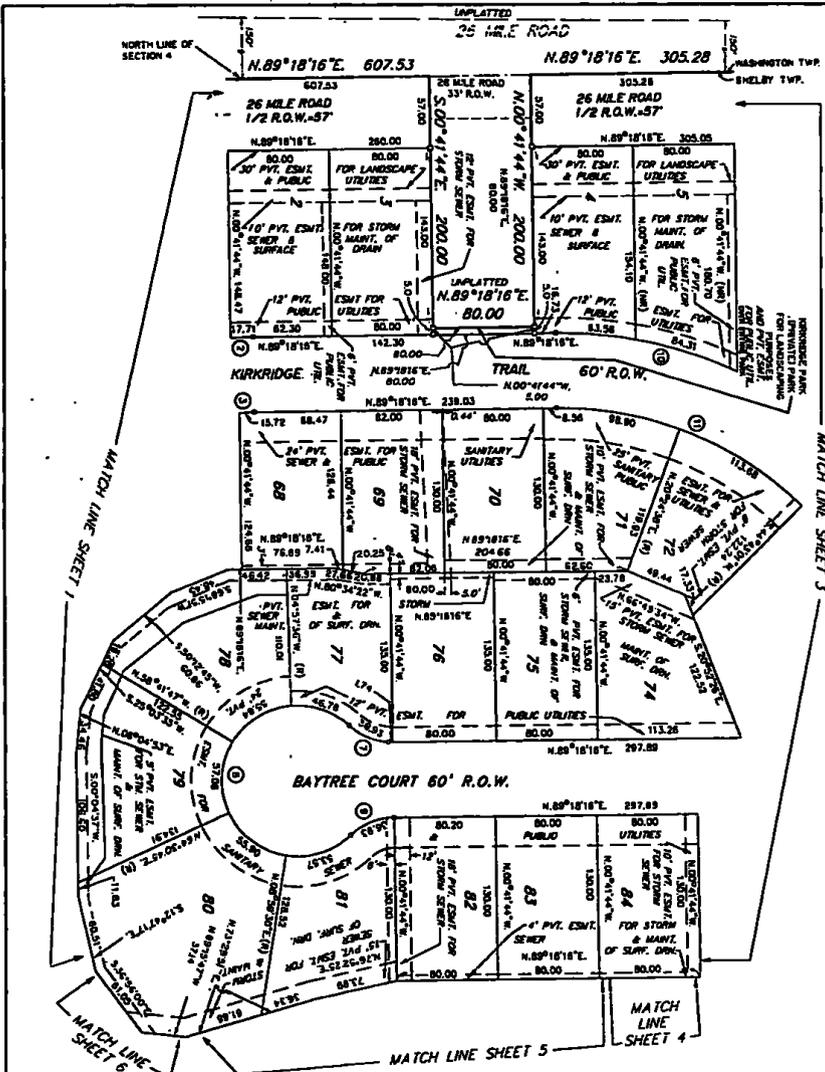
Aberdeen Subdivision No. 2, being Lots 101 through 164, inclusive, part of the N.E. $\frac{1}{4}$ & N.W. $\frac{1}{4}$ of Section 4, T3N, R12E, Shelby Township, Macomb County, Michigan, according to the Plat recorded in Liber 120, Page 32 et seq., of Plats, Macomb County Records

PLAT COMPRISING THE SUBDIVISIONS
(see attached)

ABERDEEN SUBDIVISION NO. 1

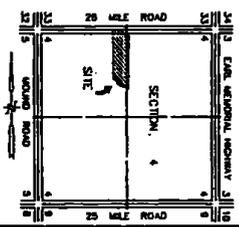
PART OF THE NE. 1/4 & NW. 1/4 OF SECTION 4, T.3N., R.12E.,
SHELBY TOWNSHIP, MACOMB COUNTY, MICHIGAN

LOT	AREA	ACRES	DATE
1	1,000.00	22.96	10/21/03
2	1,000.00	22.96	10/21/03
3	1,000.00	22.96	10/21/03
4	1,000.00	22.96	10/21/03
5	1,000.00	22.96	10/21/03
6	1,000.00	22.96	10/21/03
7	1,000.00	22.96	10/21/03
8	1,000.00	22.96	10/21/03
9	1,000.00	22.96	10/21/03
10	1,000.00	22.96	10/21/03
11	1,000.00	22.96	10/21/03
12	1,000.00	22.96	10/21/03
13	1,000.00	22.96	10/21/03
14	1,000.00	22.96	10/21/03
15	1,000.00	22.96	10/21/03
16	1,000.00	22.96	10/21/03
17	1,000.00	22.96	10/21/03
18	1,000.00	22.96	10/21/03
19	1,000.00	22.96	10/21/03
20	1,000.00	22.96	10/21/03



LEGEND

ALL DIMENSIONS ARE SHOWN IN FEET.
ALL CURVILINEAR DIMENSIONS ARE SHOWN
ALONG THE CURVED.
THE SETTING WITH 1/2" STEEL ROD CENTER
CONCRETE MONUMENT.
ALL LOT NUMBERS ARE 1/2" DIAMETER STEEL ROD
MONUMENTS.
(N) INDICATES NON-BEARING LOT LINES.
BEARINGS BASED ON MEMORY VIEW SUBDIVISION.
RECORD PLAT RECORD 7
RECORD PLAT RECORD 7
THIS SHALL BE NO BUILT ROAD FROM LOTS 1
AND 2, AND RECORD 8 LOT 87

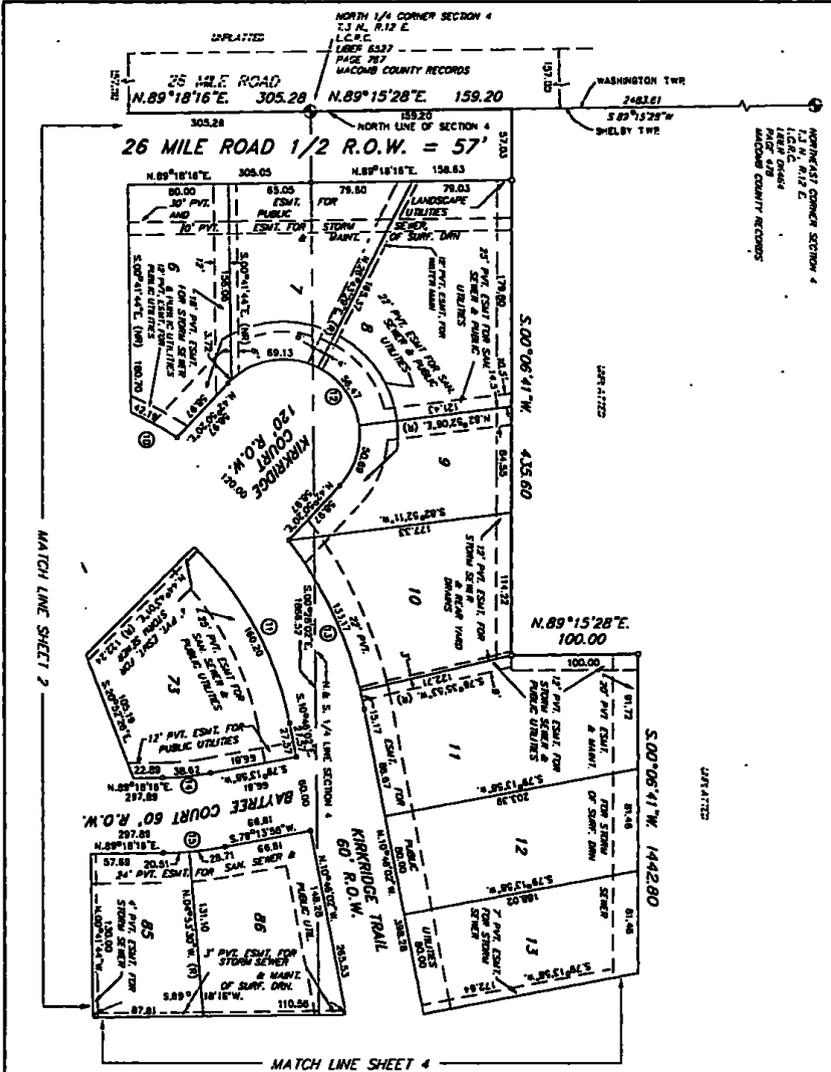


ROBERT L. SMITH
PROFESSIONAL SURVEYOR NO. 106923

ABERDEEN SUBDIVISION NO. 1

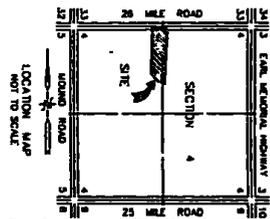
PART OF THE N.E. 1/4 & N.W. 1/4 OF SECTION 4, T.3N., R.12E,
SHELBY TOWNSHIP, MACOMB COUNTY, MICHIGAN

CHORD #	INSTR.	DATE	ACRES	OWNER	REMARKS	CHORD NO.
1	330.00	188.41	1.00	W. J. BROWN	CONVEYANCE	1
2	330.00	188.41	1.00	W. J. BROWN	CONVEYANCE	2
3	330.00	188.41	1.00	W. J. BROWN	CONVEYANCE	3
4	330.00	188.41	1.00	W. J. BROWN	CONVEYANCE	4
5	330.00	188.41	1.00	W. J. BROWN	CONVEYANCE	5
6	330.00	188.41	1.00	W. J. BROWN	CONVEYANCE	6
7	330.00	188.41	1.00	W. J. BROWN	CONVEYANCE	7
8	330.00	188.41	1.00	W. J. BROWN	CONVEYANCE	8
9	330.00	188.41	1.00	W. J. BROWN	CONVEYANCE	9
10	330.00	188.41	1.00	W. J. BROWN	CONVEYANCE	10
11	330.00	188.41	1.00	W. J. BROWN	CONVEYANCE	11
12	330.00	188.41	1.00	W. J. BROWN	CONVEYANCE	12
13	330.00	188.41	1.00	W. J. BROWN	CONVEYANCE	13
14	330.00	188.41	1.00	W. J. BROWN	CONVEYANCE	14
15	330.00	188.41	1.00	W. J. BROWN	CONVEYANCE	15



LEGEND

ALL DIMENSIONS ARE SHOWN IN FEET;
ALL ALONG THE CHORDS ARE SHOWN
THE SYMBOL "O" INDICATES A 4" DIAMETER
AS LONG WITH 1/2" STEEL ROD CENTER
ALL LOT BOUNDARIES ARE 1/2" DIAMETER STEEL ROD
18" LONG (NO I.D. CAPS)
"O" INDICATES ROUND LOT CORNERS
DIMENSIONS ARE SHOWN IN FEET
BEARINGS BASED ON "MEMORY VIEW SUBDIVISION"
MACOMB COUNTY RECORDS, COLLAR
RECORDED IN LIBER 26, PAGE 7
THRU E. INCLUSIVE, & LOT 87



SHEET 3 OF 10
64363

ROBERT L. SMITH
PROFESSIONAL SURVEYOR NO. 18052



ABERDEEN SUBDIVISION NO. 1

PART OF THE N.E. 1/4 & N.W. 1/4 OF SECTION 4, T.3N., R.12E.,
SHELBY TOWNSHIP, MACOMB COUNTY, MICHIGAN

OWNER'S NAME	ACRES	OFFICIAL RECORD NUMBER	DATE
1	2.0000	34-44	10-25-1978
2	2.0000	34-44	10-25-1978
3	2.0000	37-53	5-18-1977
4	2.0000	37-53	5-18-1977
5	2.0000	37-53	5-18-1977
6	2.0000	37-53	5-18-1977
7	2.0000	37-53	5-18-1977
8	2.0000	37-53	5-18-1977
9	2.0000	37-53	5-18-1977
10	2.0000	37-53	5-18-1977
11	2.0000	37-53	5-18-1977
12	2.0000	37-53	5-18-1977
13	2.0000	37-53	5-18-1977
14	2.0000	37-53	5-18-1977
15	2.0000	37-53	5-18-1977
16	2.0000	37-53	5-18-1977
17	2.0000	37-53	5-18-1977
18	2.0000	37-53	5-18-1977
19	2.0000	37-53	5-18-1977
20	2.0000	37-53	5-18-1977
21	2.0000	37-53	5-18-1977
22	2.0000	37-53	5-18-1977



LEGEND

ALL DIMENSIONS ARE SHOWN IN FEET.

ALL CURVILINEAR DIMENSIONS ARE SHOWN IN FEET.

Ø INDICATES A "Ø" DIAMETER

Ø LONG WITH 1/2" STEEL ROD CENTER

ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.

CONCRETE UNDERLAY 7" DIAMETER STEEL ROD

CONCRETE UNDERLAY 7" DIAMETER STEEL ROD

(R) INDICATES RADIAL LOT LINES

(L) INDICATES LONG LOT LINES

(M) INDICATES MOUND LOT LINES

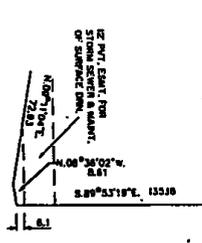
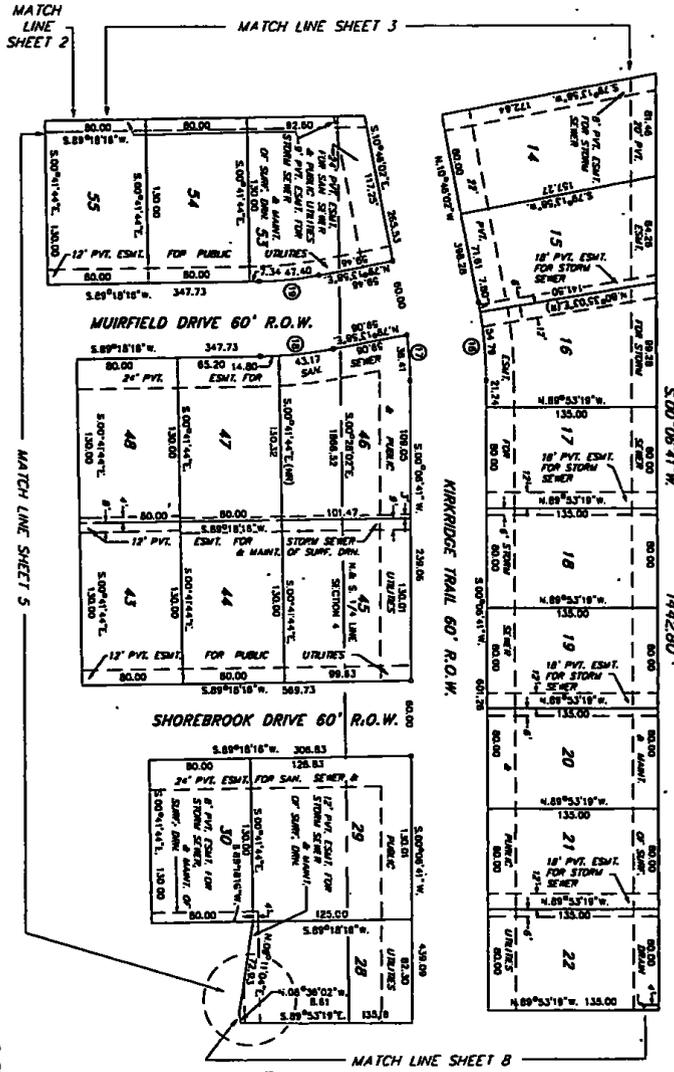
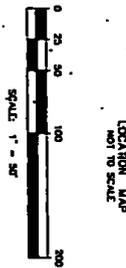
(S) INDICATES SPLIT LOT LINES

RECORDED IN LIBER 26, PAGE 7

MACOMB COUNTY RECORDS

THESE SHALL BE NO DIRECT VENDOR OR CONTRACTOR RECORDS

THIRD & INCLUSIVE & LOT 87



64563

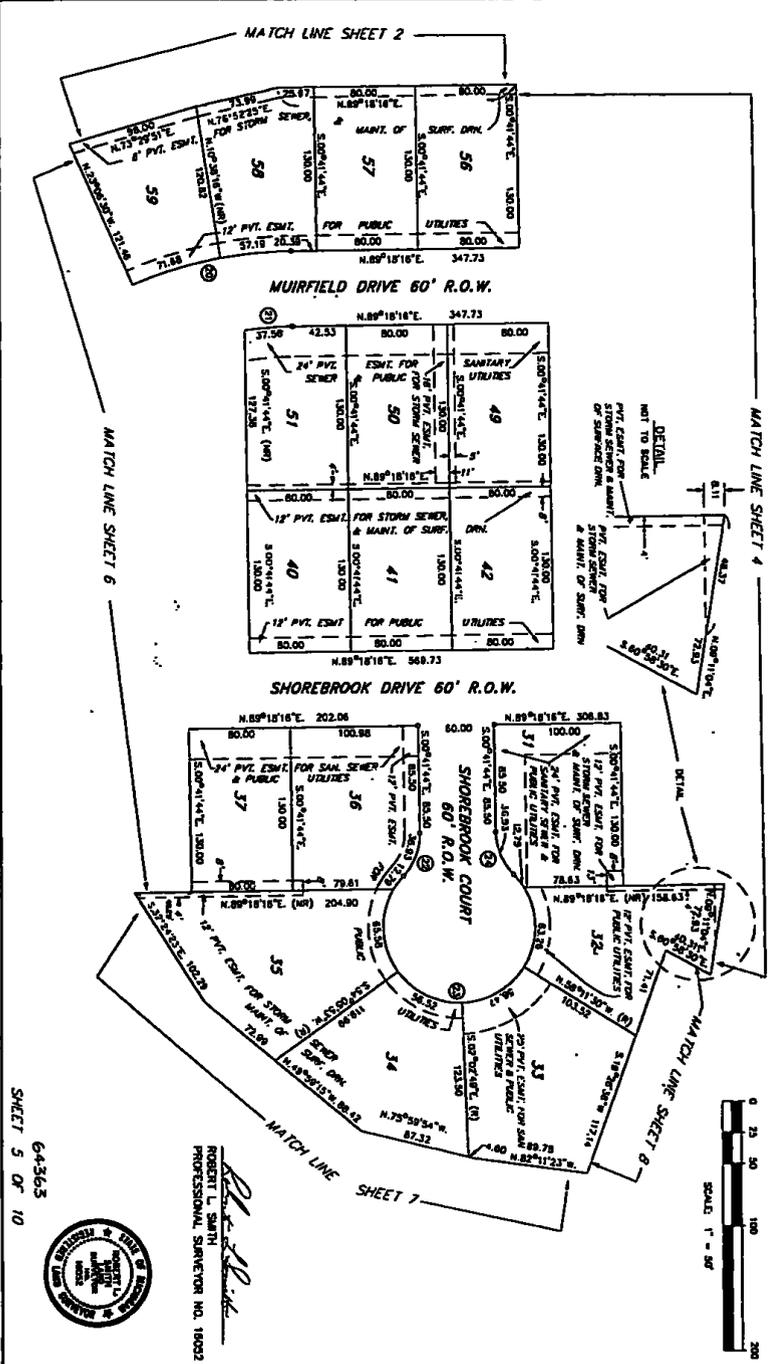
SHEET 4 OF 10

ROBERT L. SAITH
PROFESSIONAL SURVEYOR NO. 18032

ABERDEEN SUBDIVISION NO. 1

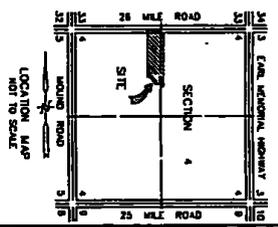
PART OF THE N.E. 1/4 & N.W. 1/4 OF SECTION 4, T.3N., R.12E,
SHELBY TOWNSHIP, MACOMB COUNTY, MICHIGAN

OWNER	ACRES	SECTION	TOWNSHIP	RANGE	COUNTY
56	3.0000	181.78	S.37°13'37"W	201.25	S.87°17'44"E
57	3.0000	181.78	S.37°13'37"W	201.25	S.87°17'44"E
58	3.0000	181.78	S.37°13'37"W	201.25	S.87°17'44"E
59	3.0000	181.78	S.37°13'37"W	201.25	S.87°17'44"E
60	3.0000	181.78	S.37°13'37"W	201.25	S.87°17'44"E
61	3.0000	181.78	S.37°13'37"W	201.25	S.87°17'44"E
62	3.0000	181.78	S.37°13'37"W	201.25	S.87°17'44"E
63	3.0000	181.78	S.37°13'37"W	201.25	S.87°17'44"E
64	3.0000	181.78	S.37°13'37"W	201.25	S.87°17'44"E
65	3.0000	181.78	S.37°13'37"W	201.25	S.87°17'44"E



LEGEND

ALL DIMENSIONS ARE SHOWN IN FEET.
ALL DIMENSIONS ARE SHOWN
ALONG THE CENTER
LINE UNLESS OTHERWISE NOTED.
"O" INDICATES A 4" DIAMETER
OR LONGER WITH 1/2" STEEL ROD CENTER
ALL LOT BOUNDARIES ARE 1/2" DIAMETER STEEL ROD
1" LONG (NO I.D. CAPS)
"X" INDICATES IRON LOT CORNERS
"P" INDICATES PUBLIC UTILITY LINES
BEARINGS BASED ON "HICKORY" NEW SUBDIVISION
RECORDED IN LIBER 20, PAGE 7
"R" INDICATES RECORDS INCLUDE
THEIR LOCATION AND DISTANCE FROM LOTS 1
THRU 6 INCLUSIVE, & LOT 67



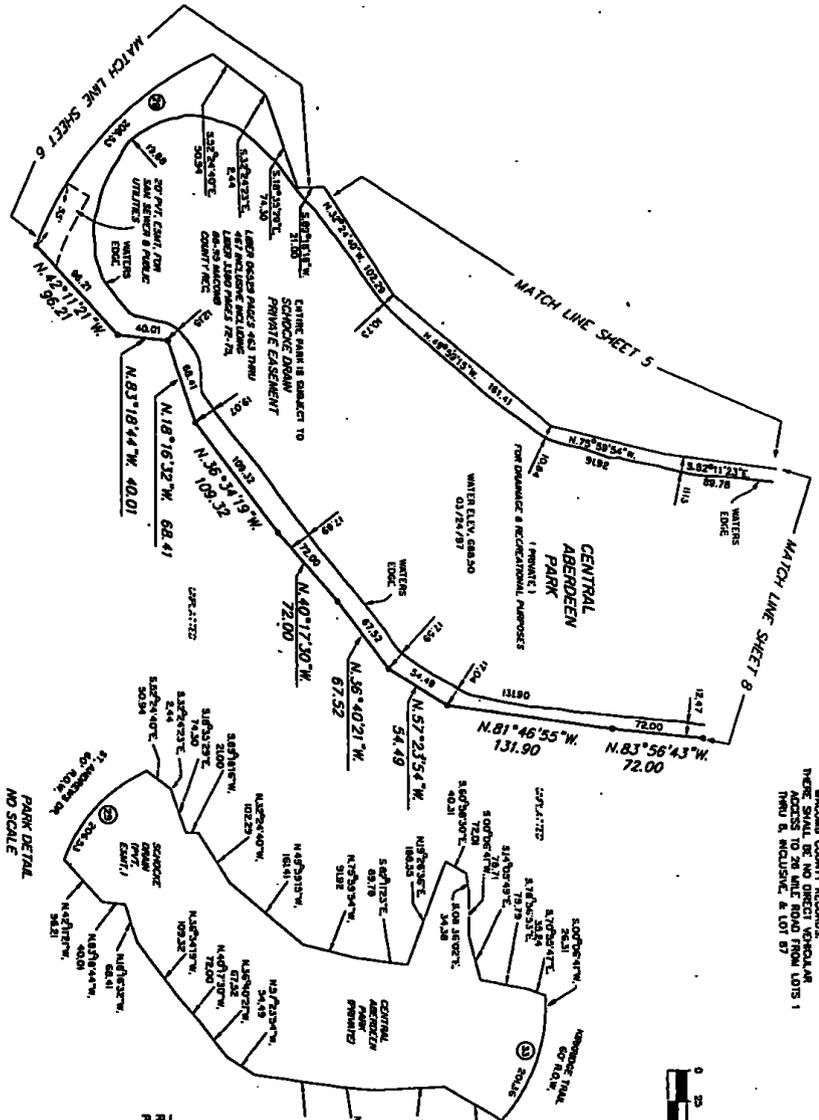
64-365
SHEET 5 OF 10

ROBERT L. SMITH
PROFESSIONAL SURVEYOR NO. 10022

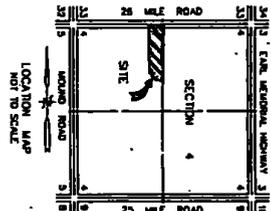
ABERDEEN SUBDIVISION NO. 1

PART OF THE N.E 1/4 & N.W. 1/4 OF SECTION 4, T.3N., R.12E.,
SHELBY TOWNSHIP, MACOMB COUNTY, MICHIGAN

OWNER DATA	
DATE	1/10/2002
PROJECT	NEW 1/2 ACRE TRACT
OWNER	ROBERT L. SMITH
ADDRESS	10000 N. 177th ST. SHELBY TOWNSHIP, MI 48151
PREPARED BY	ROBERT L. SMITH
SCALE	AS SHOWN
DATE	1/10/2002



ALL DIMENSIONS ARE SHOWN IN FEET.
ALL CURVATURE DIMENSIONS ARE SHOWN
AS PER THE CURVE DATA.
THE SITE IS LOCATED ON A 1/2" DIAMETER
30" LONG WITH 1/2" STEEL ROD CENTER
CONCRETE MONUMENT, 1/2" DIAMETER STEEL ROD
ALL LOT CORNERS TO BE SET BY
(M) INDICATES MONUMENT LOT LINES
BE RECORDED IN LIBER 26, PAGE 7
MACOMB COUNTY RECORDS.
THESE SHALL BE NO DIRECT VERIFICATION
THESE SHALL BE SET AND BOUND BY THE
MAY BE IN RECORDING & LOT 19



PARK DETAIL
NO SCALE



Robert L. Smith
ROBERT L. SMITH
PROFESSIONAL SURVEYOR NO. 18692

ABERDEEN SUBDIVISION NO. 1 PART OF THE NE. 1/4 & N.W. 1/4 OF SECTION 4, T.3N., R.12E., SHELBY TOWNSHIP, MACOMB COUNTY, MICHIGAN

COUNTY INDEMNITY CERTIFICATE

THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR SPECIAL ASSESSMENTS FOR THE (5) YEARS PRECEDING 12-21-76 PRECEDING THE LAND INCLUDED IN THIS PLAT:

John G. Gaudet, Clerk of Township
MACOMB COUNTY INDEMNITY OFFICE
WOOD BURNING - DEPT. OF TREASURY

COUNTY DEED COMMISSIONER'S CERTIFICATE

APPROVED ON November 12, 1976, AS COMPLYING WITH SECTION 182 OF ACT 218, P.A. 1967, AND THE APPLICABLE RULES AND REGULATIONS PUBLISHED BY MY OFFICE IN THE COUNTY OF MACOMB

Allen V. Munnice
ANTHONY V. JAMBROCK, MACOMB COUNTY DEED COMMISSIONER

CERTIFICATE OF COUNTY ROAD COMMISSIONERS

APPROVED ON Nov 19 1976, AS COMPLYING WITH SECTION 183 OF ACT 218, P.A. 1967 AND THE APPLICABLE PUBLISHED RULES AND REGULATIONS OF THE BOARD OF ROAD COMMISSIONERS OF MACOMB COUNTY.

Wayne Louis Price W. Louis Price
WAYNE LOUIS PRICE, CHAIRMAN THOMAS S. KELSO, VICE CHAIRMAN

John J. Fiedler
JOHN J. FIEDLER, COMMISSIONER

CERTIFICATE OF MUNICIPAL APPROVAL

I CERTIFY THAT THIS PLAT WAS APPROVED BY THE BOARD OF TRUSTEES OF THE CHARTERED TOWNSHIP OF SHELBY, AT A MEETING HELD ON February 2, 1976, AND WAS RECEIVED AND FOUND TO BE IN COMPLIANCE WITH ACT 218, P.A. OF 1967. THE TOWNSHIP BOARD OF TRUSTEES HAS REVIEWED THE PLAT AND THE CONTROL DOCUMENT OF THE TOWNSHIP, AND WAVE THE UNPAID LOT SIZE IN SECTION 184, ALSO THAT REGULATE SHEET HAS BEEN DEPOSITED WITH THE TOWNSHIP CLERK FOR THE PLACING OF MONUMENTS AND LOT MARKERS WITHIN A REASONABLE LENGTH OF TIME, NOT TO EXCEED ONE (1) YEAR FROM THE ABOVE DATE, AND THAT THE TOWNSHIP HAS NO OBJECTION TO THIS PLAT BEING RECORDED AND THE TOWNSHIP FOR CONNECTION WITH THIS PLAT.

Bill Kowalski
TOWNSHIP CLERK

COUNTY PLAT BOARD CERTIFICATE

THIS PLAT HAS BEEN RECEIVED AND IS APPROVED BY THE MACOMB COUNTY PLAT BOARD ON February 2, 1976, AS BEING IN COMPLIANCE WITH SECTION 182 AND 183 OF ACT 218, P.A. 1967, AND THE PLAT BOARD'S APPLICABLE RULES AND REGULATIONS.

John C. Gaudet Ann Marie Gaudet
JOHN C. GAUDET, CHAIRMAN OF THE BOARD ANN MARIE GAUDET, CLERK
CAMELLIA SHAMOUR, CLERK - REGISTER OF DEEDS

Ed D. Ward
ED D. WARD, MACOMB COUNTY PRESIDENT

RECORDING CERTIFICATE

STATE OF MICHIGAN)
COUNTY OF MACOMB)

THIS PLAT WAS RECEIVED FOR RECORD ON THE 11th DAY OF April, 1976, AT 11:45 A.M., AND RECORDED IN BOOK 64363 OF PLATS ON PAGE(S) 10 OF VOLUME 10.

Camilla Shamour
CAMELLIA SHAMOUR, CLERK-REGISTER OF DEEDS

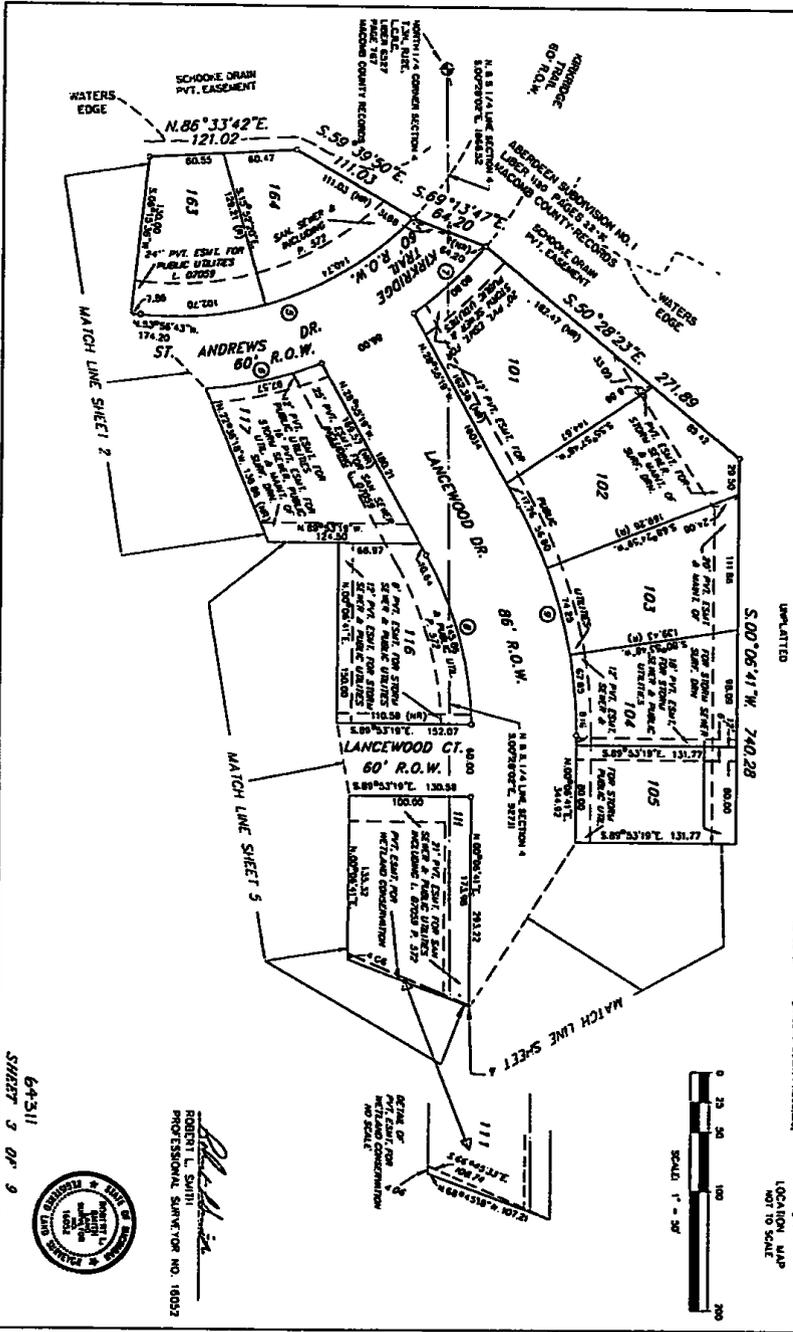
Robert L. Smith
ROBERT L. SMITH
PROFESSIONAL SURVEYOR NO. 18032



ABERDEEN SUBDIVISION NO. 2

PART OF THE N.E. 1/4 & N.W. 1/4 OF SECTION 4, T.3N., R.12E.,
SHELBY TOWNSHIP, MACOMB COUNTY, MICHIGAN

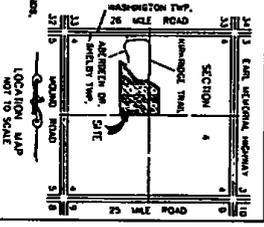
COUNTY RECORDS	BOOK	PAGE	DATE	SECTION
MACOMB COUNTY RECORDS	100	100	1912	4
MACOMB COUNTY RECORDS	100	100	1912	4
MACOMB COUNTY RECORDS	100	100	1912	4
MACOMB COUNTY RECORDS	100	100	1912	4
MACOMB COUNTY RECORDS	100	100	1912	4
MACOMB COUNTY RECORDS	100	100	1912	4
MACOMB COUNTY RECORDS	100	100	1912	4
MACOMB COUNTY RECORDS	100	100 </td <td>1912</td> <td>4</td>	1912	4



LEGEND

ALL DIMENSIONS ARE SHOWN IN FEET
 ALL CURBLINE DIMENSIONS ARE SHOWN
 THE CURBING IS 4" CHAMFERED
 3" LONG WITH 1/2" STEEL ROD CENTER
 ALL CONCRETE MONUMENTS 7" DIAMETER STEEL ROD
 (1) INDICATES ROAD, LOT LINES
 (2) INDICATES NON ROAD, LOT LINES
 BEING RECORDED IN LIBER 36, PAGE 7
 MACOMB COUNTY RECORDS

LOTS 101, 102 AND LOT 104 SHALL BE BORN INCLUSIVE AND NOT EXTENDED
 AS SHOWN BY THE RECORDS IN ABERDEEN SUBDIVISION NO. 1
 AS RECORDED IN LIBER 100, PAGE 100 IN MACOMB COUNTY RECORDS.

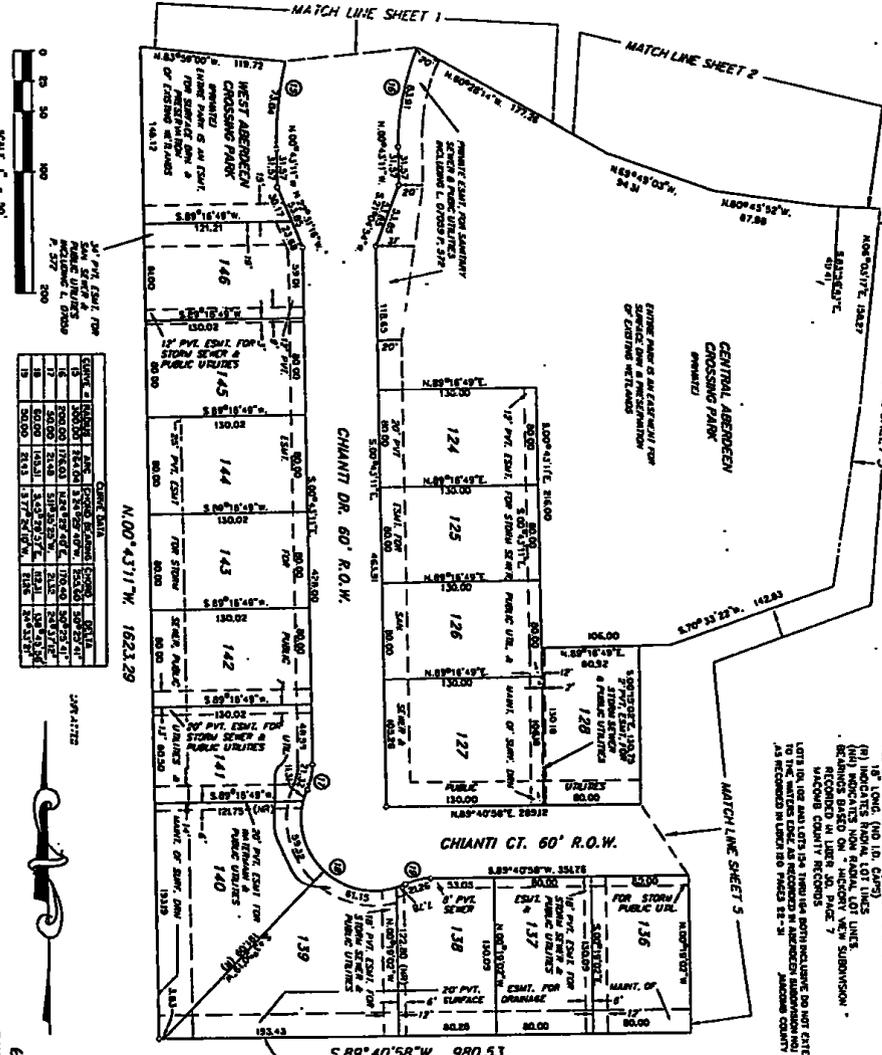


6-4-3-11
 SHEET 3 OF 9

ROBERT L. SMITH
 PROFESSIONAL SURVEYOR NO. 10052

ABERDEEN SUBDIVISION NO. 2

PART OF THE N.E. 1/4 & N.W. 1/4 OF SECTION 4, T.3N., R.12E.,
SHERBY TOWNSHIP, MACOMB COUNTY, MICHIGAN



CHANTI DR.

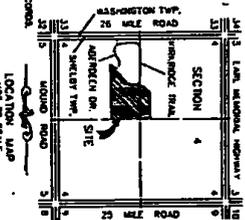
STATION	CHANGING POINT	BEARING	DISTANCE	CHANGING POINT	STATION
1+00.00	1+00.00	N. 00° 00' 00" W.	100.00	2+00.00	1+00.00
2+00.00	2+00.00	N. 00° 00' 00" W.	100.00	3+00.00	2+00.00
3+00.00	3+00.00	N. 00° 00' 00" W.	100.00	4+00.00	3+00.00
4+00.00	4+00.00	N. 00° 00' 00" W.	100.00	5+00.00	4+00.00
5+00.00	5+00.00	N. 00° 00' 00" W.	100.00	6+00.00	5+00.00
6+00.00	6+00.00	N. 00° 00' 00" W.	100.00	7+00.00	6+00.00
7+00.00	7+00.00	N. 00° 00' 00" W.	100.00	8+00.00	7+00.00
8+00.00	8+00.00	N. 00° 00' 00" W.	100.00	9+00.00	8+00.00
9+00.00	9+00.00	N. 00° 00' 00" W.	100.00	10+00.00	9+00.00

LEGEND

- ALL DIMENSIONS ARE SHOWN IN FEET.
- ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE CHORD.
- THE SYMBOLS ON THIS MAP ARE A "D" CHARACTER FOR 1/2" DIAMETER STEEL ROAD CENTER LINE; "U" CHARACTER FOR 1/2" DIAMETER STEEL ROAD CENTER LINE; "S" CHARACTER FOR 6" DIAMETER STEEL ROAD CENTER LINE; "L" CHARACTER FOR 1/2" DIAMETER STEEL ROAD CENTER LINE.
- ALL LOT DIMENSIONS ARE 1/2" DIAMETER STEEL ROAD CENTER LINE DIMENSIONS.
- (R) INDICATES NON-RURAL LOT LINES.
- RICHMOND BRIDGE ON THE ROAD PAVEMENT SUBDIVISION.
- ALL DIMENSIONS ARE SHOWN IN FEET.
- LOT 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



ROBERT L. SMITH
PROFESSIONAL SURVEYOR NO. 16032



64-311
SWAYZ 6 OF 9

**ABERDEEN SUBDIVISION NO. 2
PART OF THE N.E. 1/4 & N.W. 1/4 OF SECTION 4, T.3N., R.12E.,
SHELBY TOWNSHIP, MACOMB COUNTY, MICHIGAN**

COUNTY TREASURER'S CERTIFICATE

THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES ON SPECIAL ASSESSMENTS FOR THE YEAR ENDING 12/31/2022, INCLUDING THE TAXES INCURRED ON THIS PLAT.

Thomas J. Dwyer
Macomb County Treasurer
Leland H. Dwyer
Deputy Treasurer

SUBDIVISION BOARD CERTIFICATE

APPROVED BY Richard J. ... IN 26 AS COMING INTO SECTION 182 OF ACT 284, P.A. 1987, AND THE APPLICABLE RULES AND REGULATIONS ENACTED BY AN OFFICE IN THE COUNTY OF MACOMB.

Anthony V. Mancoske
Anthony V. Mancoske, Macomb County Drain Commissioner

GENERAL OF COUNTY ROAD COMMISSIONERS

APPROVED BY Walter R. ... IN 26 AS COMING INTO SECTION 182 OF ACT 284, P.A. 1987 AND THE APPLICABLE ENACTED RULES AND REGULATIONS OF THE BOARD OF ROAD COMMISSIONERS OF MACOMB COUNTY.

Walter R. ...
Walter R. ...
Mary Lohr, Clerk, Chairman
Thomas S. ...
Thomas S. ...
Robert J. ...
Robert J. ...
John J. ...
John J. ...

CERTIFICATE OF ADEQUACY, APPROVAL

I CERTIFY THAT THIS PLAT WAS APPROVED BY THE BOARD OF REGISTERED PROFESSIONAL SURVEYORS OF THE STATE OF MICHIGAN AND WAS RECORDED AND FOUND TO BE IN COMPLIANCE WITH ACT 284, P.A. OF 1987, THAT THE LOTS CONFORM WITH THE LEGALLY APPLIED ZONING SUBDIVISION CONTROL ORDINANCE OF THE TOWNSHIP, AND HAVE THE MINIMUM LOT SIZES IN SECTION 182, AND THAT THE PLAT SURVEY HAS BEEN EXPEDITED WITH THE ADEQUATE LENGTH OF TIME, NOT TO EXCEED ONE (1) YEAR FROM THE ABOVE DATE, AND THAT THE PUBLIC UTILITIES AND PUBLIC SERVICES HAVE BEEN INSTALLED AND ARE READY FOR CONNECTION WITHIN THE PLAT.

David Keene
Township Clerk

COUNTY PLAT BOARD CERTIFICATE

THIS PLAT HAS BEEN RECEIVED AND IS APPROVED BY THE MACOMB COUNTY PLAT BOARD ON THE 26 DAY OF DECEMBER, AS BEING IN COMPLIANCE WITH ALL OF THE PROVISIONS OF ACT 284, P.A. 1987, AND THE PLAT BOARD'S APPLICABLE RULES AND REGULATIONS.

John C. Koell
John C. Koell
Sara C. Koell, Chairman of the County Board of Commissioners
Charles J. ...
Charles J. ...
Cynthia S. ...
Cynthia S. ...

Richard B. ...
Richard B. ...
Richard B. ...
Richard B. ...

RECORDING CERTIFICATE

STATE OF MICHIGAN)
COUNTY OF MACOMB)
THIS PLAT WAS RECEIVED FOR RECORD ON THE 26 DAY OF DECEMBER A.D. 2022 AT 10:20 A.M. AND RECORDED IN LIBER 26902 OF PLATS ON PAGE(S) 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

Richard B. ...
Richard B. ...
Richard B. ...
Richard B. ...

Robert L. Smith
Robert L. Smith
Professional Surveyor No. 16022



64311-10

(08654346 LIBER 107881 PAGE: 422 09:38A 02/23/1998)
 CARRELLA SABAUGH-MACOMB COUNTY, MI REG/DEEDS

AFFIDAVIT

I, Robert L. Smith, being duly sworn, depose and say that I am a regularly licensed land surveyor, residing and practicing in Macomb County, Michigan.

Further, that we, Lehner Associates, Inc. have prepared the drawing for Aberdeen Subdivision No. 2, part of the N.E. ¼ and the N.W. ¼ of Section 4, T.3N., R.12E. Shelby Township, Macomb County, Michigan, as recorded in Liber 120 of Plats on pages 32 through 40, inclusive, Macomb County Records on April 22, 1997.

Further, that some lot lines were incorrectly recorded.

Further, that in accordance with Section 198 of the Subdivision Control Act, the said bearings and dimensions on the recorded plat above referred to is corrected on this date to correspond to the actual measurements as they exist.

<u>Line Between</u>	<u>As Platted</u>	<u>As Corrected</u>
Lots 101 & 102	144.87	145.81
Lots 156 & 157	137.93	138.05
Lots 160 & 161	131.37	133.29
Lots 161 & 162	130.00	130.27
Lots 163 & 164	129.21	129.82

<u>Lot Number</u>	<u>Front Dimension as Platted</u>	<u>As Corrected</u>
130	48.43	47.34
130	52.22	51.47
134	58.71	58.27

<u>Lot Number</u>	<u>Rear Dimension as Platted</u>	<u>As Corrected</u>
160	43.90	43.43
162	8.00	8.41

Further, that the unmarked lot located between Lot 111 and Central Aberdeen Crossing Park should be labeled Lot 112, and further that the line common to Lot 113 and Central Aberdeen Crossing Park with a dimension of 116.95 does not have a bearing shown and should be labeled as N.67°24'05"W., and further that the south line of the subdivision is labeled "East/West ¼ Line Section 4" and it in fact is not the East/West ¼ Line of Section 4.


 Robert L. Smith
 Professional Land Surveyor No. 16052
 Lehner Associates, Inc.
 22900 Wellington Crescent
 Clinton Twp., MI 48038

jr

64311

STATE OF MICHIGAN)
) S.S.
COUNTY OF MACOMB)

Subscribed and sworn before me this 16th day of February, 1998.

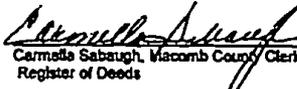


Debra A. Hamme, Notary Public
Macomb County, Michigan
My Commission Expires 8/14/01

The above Affidavit was reviewed and approved by the Macomb County Plat Board on
February 20, 1998.



John C. Hertel, Chairperson
Board of County Commissioners



Carmella Sabraugh, Macomb County Clerk
Register of Deeds



Ted Wahby, Treasurer

(08654348 LIBER:07881 PAGE:423 09:30A 02/23/1998)
CARMELLA SABRAUGH-MACOMB COUNTY, MI REG/DEEDS

DRAFTED BY & RETURN TO:

LEHNER ASSOCIATES, INC.
22900 WELLINGTON CRESCENT
CLINTON TWP., MI 48038

EXHIBIT B
AMENDED AND RESTATED BYLAWS
(see attached)