

INDUSTRIAL PARK

FOR SALE



ENTERPRISE DRIVE & LADD RD.

COMMERCE TOWNSHIP, MI



1111 W. Oakley Park Road
Suite 220
Commerce, Michigan 48390
(248) 359-9000 – Detroit Office
(616) 241-2200 – Grand Rapids Office
www.insitecommercial.com

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FOR SALE

ENTERPRISE DR. & LADD RD.

COMMERCE TOWNSHIP, MI

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PROPERTY SUMMARY

1

Location: Enterprise Drive and Ladd Road
Commerce Township, MI 48390

Parcel ID: Various

Land Size: 0.84 – 9.62 Acres

Sale Price: \$200,000 Per acre

Utilities: All available, electric will be pulled to each lot prior to sale, cost to be reimbursed by Purchaser (est. at \$25,000 per lot, if each lot is electrified individually).

Zoning: I- Industrial

Demographics within

a 5 mile radius: Population: 134,404 Persons
Households: 57,466 Homes
Avg. HH Income: \$138,405 Annually
Traffic Count: 479 VPD on Ladd Road

Comments: Various lots available, up to 9.62 acres. Lots are shovel ready. Screened outside storage possible, see deed restrictions, which may be lifted by current ownership. Local ordinance permits 45' high buildings. Clean industrial park, located within minutes from I-96, M-5 and I-275.

For Information Contact:

Randall Thomas

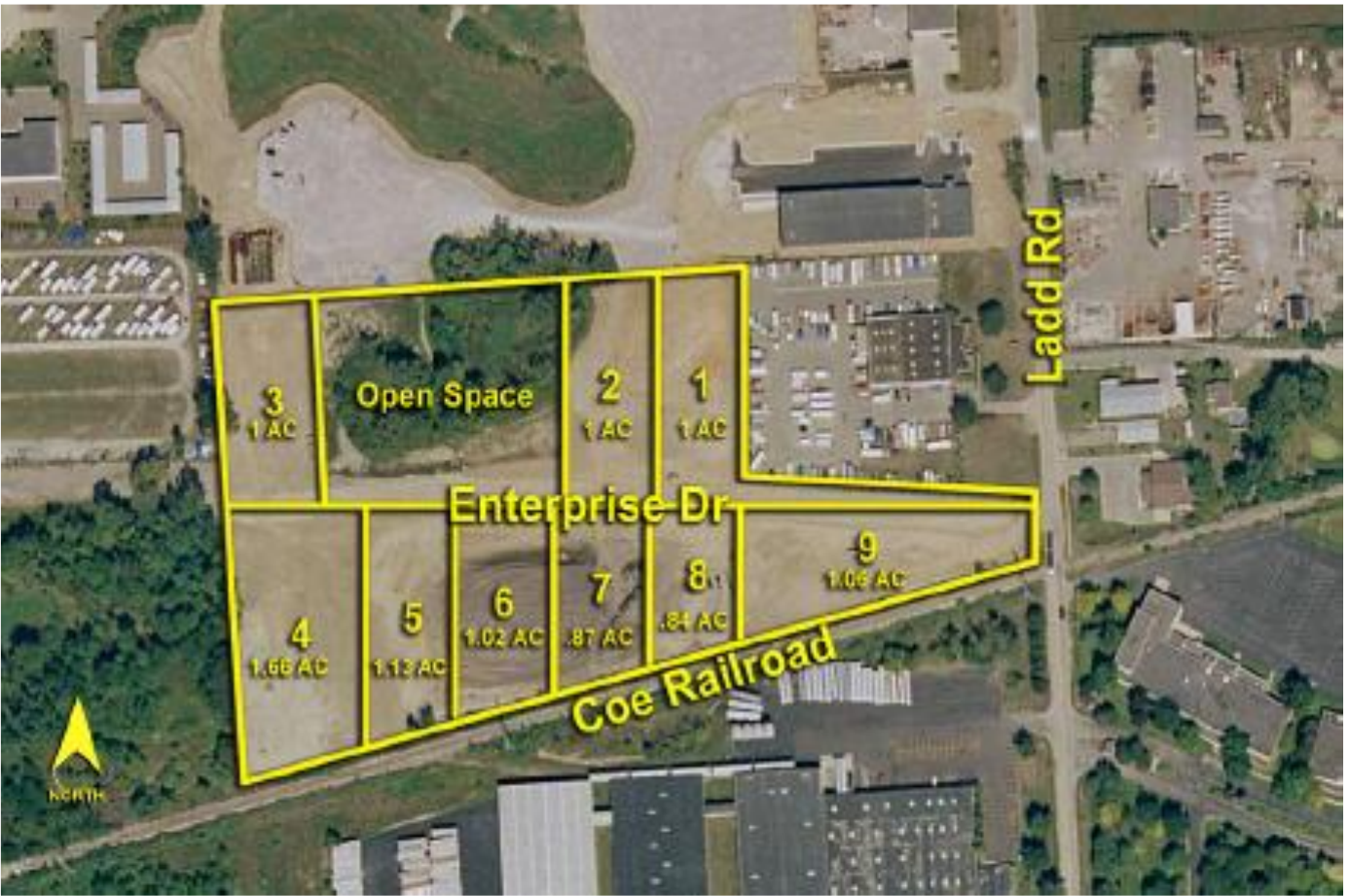
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AERIAL & LOT SIZES

2

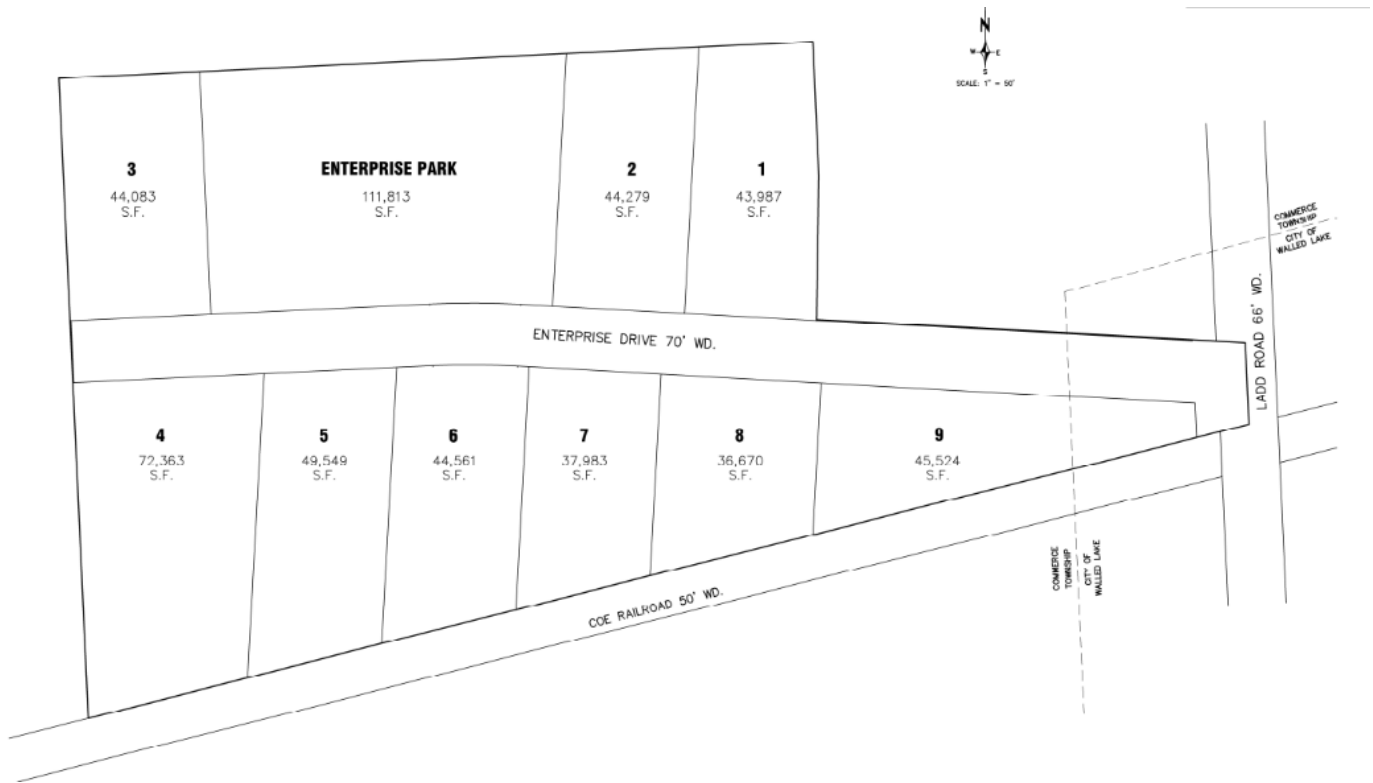
OFFICE | INDUSTRIAL | RETAIL | LAND | INVESTMENT | TENANT REPRESENTATION | CORPORATE SERVICES | PROPERTY MANAGEMENT | AVIATION SERVICES



Lot #			Parcel ID	Acreage	Total Price*
1	1150	ENTERPRISE	E-17-34-103-001	1.01	\$202,000
2	1200	ENTERPRISE	E-17-34-103-002	1.02	\$204,000
3	1350	ENTERPRISE	E-17-34-103-003	1.01	\$202,000
4	1355	ENTERPRISE	E-17-34-103-004	1.66	\$332,000
5	1305	ENTERPRISE	E-17-34-103-005	1.14	\$228,000
6	1253	ENTERPRISE	E-17-34-103-006	1.02	\$204,000
7	1203	ENTERPRISE	E-17-34-103-007	0.87	\$174,000
8	1151	ENTERPRISE	E-17-34-103-008	0.84	\$168,000
9	1101	ENTERPRISE	E-17-34-103-009	1.05	\$210,000

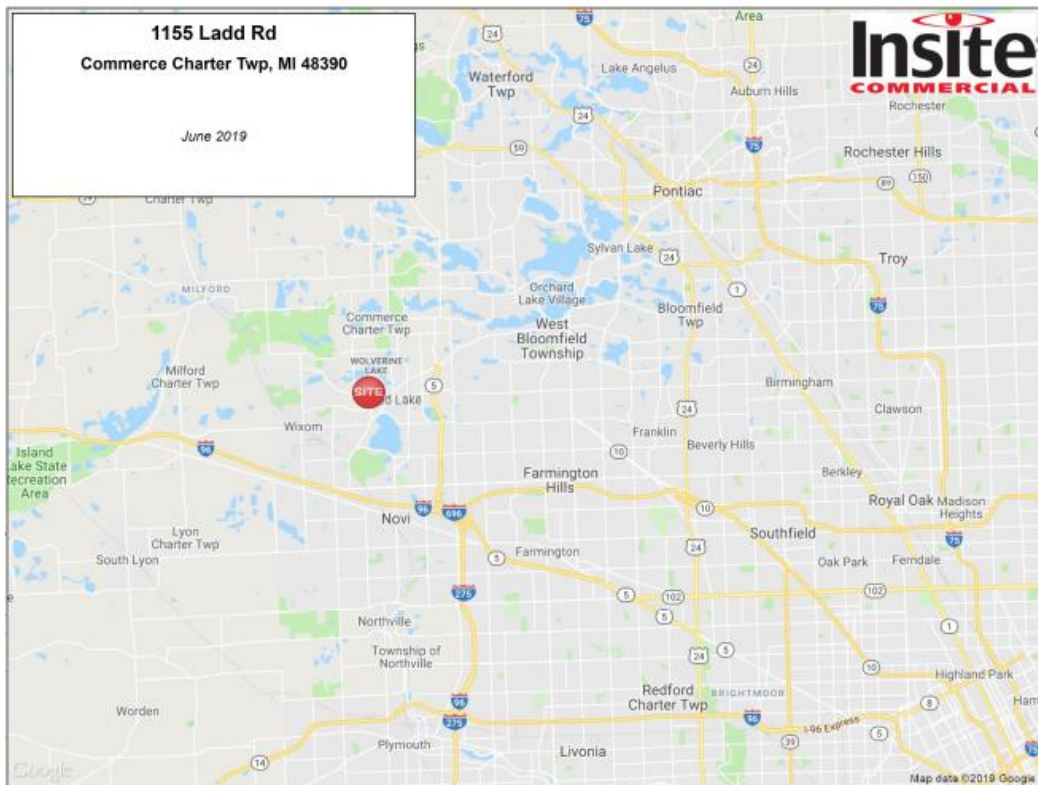
***Total price does not include the cost of pulling electric service to each lot. The cost will be paid for by Purchaser and is estimated at approximately \$25,000 per lot, if each lot is electrified individually.**

SITE PLAN





Local Map



Regional Map

1051 Claranton Dr
Walled Lake, MI 48390

1 mi radius 3 mi radius 5 mi radius

Population

2024 Estimated Population	7,371	64,266	134,404
2029 Projected Population	7,592	65,762	135,694
2020 Census Population	7,412	62,867	134,058
2010 Census Population	7,054	53,331	117,643
Projected Annual Growth 2024 to 2029	0.6%	0.5%	0.2%
Historical Annual Growth 2010 to 2024	0.3%	1.5%	1.0%

Households

2024 Estimated Households	3,365	30,052	57,466
2029 Projected Households	3,426	30,317	57,445
2020 Census Households	3,289	28,567	55,730
2010 Census Households	3,088	22,976	47,220
Projected Annual Growth 2024 to 2029	0.4%	0.2%	-
Historical Annual Growth 2010 to 2024	0.6%	2.2%	1.5%

Age

2024 Est. Population Under 10 Years	9.7%	10.3%	10.6%
2024 Est. Population 10 to 19 Years	11.0%	10.3%	11.4%
2024 Est. Population 20 to 29 Years	11.7%	13.8%	12.1%
2024 Est. Population 30 to 44 Years	20.3%	21.8%	20.3%
2024 Est. Population 45 to 59 Years	20.5%	19.1%	19.9%
2024 Est. Population 60 to 74 Years	18.8%	16.3%	17.3%
2024 Est. Population 75 Years or Over	8.0%	8.5%	8.4%
2024 Est. Median Age	42.3	41.0	42.1

Marital Status & Gender

2024 Est. Male Population	48.4%	49.2%	49.1%
2024 Est. Female Population	51.6%	50.8%	50.9%
2024 Est. Never Married	33.6%	31.7%	28.7%
2024 Est. Now Married	43.9%	48.3%	53.2%
2024 Est. Separated or Divorced	18.6%	14.6%	12.8%
2024 Est. Widowed	3.9%	5.3%	5.3%

Income

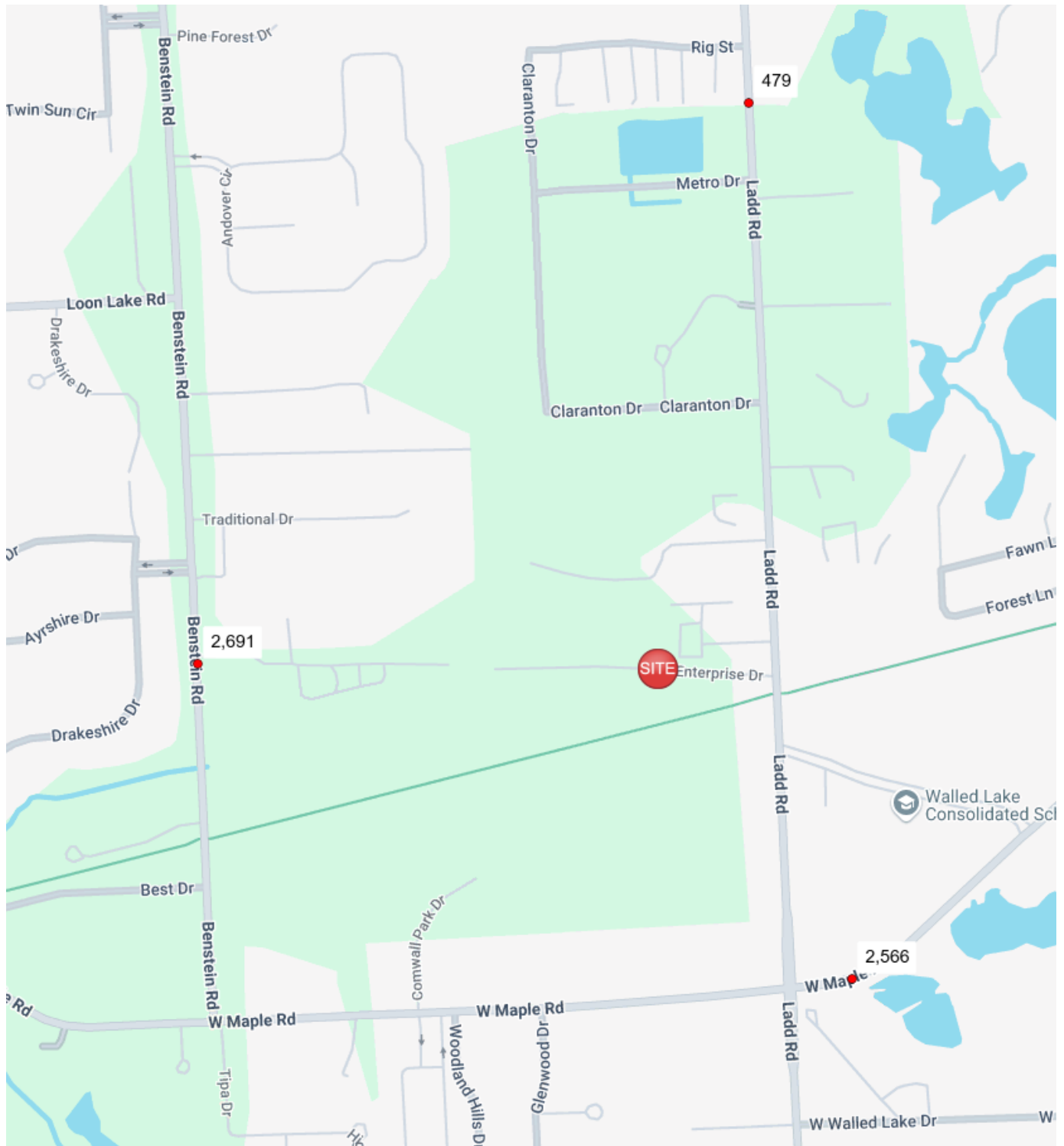
2024 Est. HH Income \$200,000 or More	13.0%	13.9%	18.9%
2024 Est. HH Income \$150,000 to \$199,999	9.5%	9.8%	11.5%
2024 Est. HH Income \$100,000 to \$149,999	22.8%	18.6%	19.5%
2024 Est. HH Income \$75,000 to \$99,999	10.5%	13.1%	12.1%
2024 Est. HH Income \$50,000 to \$74,999	15.4%	17.0%	13.8%
2024 Est. HH Income \$35,000 to \$49,999	6.4%	9.6%	8.3%
2024 Est. HH Income \$25,000 to \$34,999	6.6%	6.9%	6.1%
2024 Est. HH Income \$15,000 to \$24,999	7.1%	5.5%	4.6%
2024 Est. HH Income Under \$15,000	8.7%	5.5%	5.2%
2024 Est. Average Household Income	\$122,572	\$115,508	\$138,405
2024 Est. Median Household Income	\$92,439	\$90,841	\$107,547
2024 Est. Per Capita Income	\$55,955	\$54,033	\$59,224
2024 Est. Total Businesses	295	2,372	6,325
2024 Est. Total Employees	2,754	35,349	103,165



1051 Claranton Dr Walled Lake, MI 48390	1 mi radius	3 mi radius	5 mi radius
Race			
2024 Est. White	83.5%	74.1%	73.1%
2024 Est. Black	6.2%	9.6%	9.7%
2024 Est. Asian or Pacific Islander	5.5%	10.6%	12.1%
2024 Est. American Indian or Alaska Native	0.2%	0.2%	0.2%
2024 Est. Other Races	4.7%	5.5%	4.9%
Hispanic			
2024 Est. Hispanic Population	307	3,078	5,422
2024 Est. Hispanic Population	4.2%	4.8%	4.0%
2029 Proj. Hispanic Population	5.6%	6.1%	5.2%
2020 Hispanic Population	4.8%	6.1%	4.7%
Education (Adults 25 & Older)			
2024 Est. Adult Population (25 Years or Over)	5,454	47,119	97,055
2024 Est. Elementary (Grade Level 0 to 8)	1.3%	1.6%	1.8%
2024 Est. Some High School (Grade Level 9 to 11)	3.0%	2.6%	2.3%
2024 Est. High School Graduate	23.1%	17.5%	15.8%
2024 Est. Some College	20.5%	19.2%	17.7%
2024 Est. Associate Degree Only	7.9%	8.7%	8.2%
2024 Est. Bachelor Degree Only	28.5%	30.2%	30.3%
2024 Est. Graduate Degree	15.5%	20.2%	23.8%
Housing			
2024 Est. Total Housing Units	3,524	31,528	60,440
2024 Est. Owner-Occupied	61.3%	54.4%	62.9%
2024 Est. Renter-Occupied	34.2%	40.9%	32.2%
2024 Est. Vacant Housing	4.5%	4.7%	4.9%
Homes Built by Year			
2024 Homes Built 2010 or later	5.5%	10.1%	9.9%
2024 Homes Built 2000 to 2009	20.4%	18.3%	15.8%
2024 Homes Built 1990 to 1999	19.4%	19.7%	20.3%
2024 Homes Built 1980 to 1989	8.7%	13.9%	18.3%
2024 Homes Built 1970 to 1979	20.3%	17.0%	15.8%
2024 Homes Built 1960 to 1969	6.8%	5.8%	5.2%
2024 Homes Built 1950 to 1959	7.8%	6.2%	5.6%
2024 Homes Built Before 1949	6.6%	4.4%	4.2%
Home Values			
2024 Home Value \$1,000,000 or More	1.3%	1.4%	1.7%
2024 Home Value \$500,000 to \$999,999	9.8%	12.9%	20.0%
2024 Home Value \$400,000 to \$499,999	10.1%	12.2%	16.6%
2024 Home Value \$300,000 to \$399,999	24.3%	25.0%	22.6%
2024 Home Value \$200,000 to \$299,999	33.3%	28.3%	22.0%
2024 Home Value \$150,000 to \$199,999	10.9%	7.7%	5.9%
2024 Home Value \$100,000 to \$149,999	5.5%	3.8%	2.6%
2024 Home Value \$50,000 to \$99,999	1.3%	1.9%	1.9%
2024 Home Value \$25,000 to \$49,999	0.6%	1.9%	1.9%
2024 Home Value Under \$25,000	3.1%	4.9%	4.7%
2024 Median Home Value	\$284,748	\$304,133	\$347,966
2024 Median Rent	\$1,142	\$1,128	\$1,171

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ARTICLE 23

I, INDUSTRIAL DISTRICT

Preamble

The I, Industrial District is designed to accommodate manufacturing, assembling and fabrication activities, wholesale activities, warehouses, and industrial operations whose external, physical effects are restricted to the area of the district and in no manner affect in a detrimental way any of the surrounding districts. The I, Industrial District is structured to permit, along with any specified uses, the manufacturing, compounding, processing, packaging, assembly, and/or treatment of finished or semi-finished products from previously prepared and raw materials.

The general goals of this use District include:

1. To provide sufficient space, in appropriate locations, to meet the needs of the Township's expected future economy for various types of manufacturing and related uses.
2. To protect abutting residential districts from detrimental impacts from industrial uses by separating residential uses from industrial activities, and by prohibiting the use of industrial areas for new residential development.
3. To promote manufacturing development which is free from the danger of fire, explosions, toxic and noxious matter, radiation, and other hazards, and from offensive noise, vibration, smoke, odor and other objectionable influences.
4. To promote the most desirable use of land in accordance with a well considered plan. To protect the character and established pattern of adjacent development, and in each area to conserve the value of land and buildings and other structures, and to protect the Township's tax revenue.

SECTION 23.01. Principal Uses Permitted

In the I, Industrial District no building or land shall be used and no building shall be erected except for one or more of the uses listed in the following Table of Permitted Uses, unless otherwise provided for in this Ordinance.



Section 23.01			
Table of Permitted Uses			
Use	<i>P</i> =Principal Permitted Use		Conditions
	<i>SP</i> =Special Land Use		
The manufacturing, compounding, assembling, packaging, or treatment of articles or merchandise from previously prepared materials.	<i>P</i>		
Food and kindred products processing.	<i>P</i>		
Breweries, distilleries, wineries, and soft drink bottling.	<i>P</i>		
Textile mills and apparel production.	<i>P</i>		
Wood products manufacturing, including furniture manufacturing.	<i>P</i>		
Printing and publishing.	<i>P</i>		
Rubber and plastic product manufacturing.	<i>P</i>		
Leather and leather product manufacturing.	<i>P</i>		
Glass, clay and stone product manufacturing.	<i>P</i>		
Fabricated metal product manufacturing, including tool and die shops.	<i>P</i>		
Industrial machinery and equipment manufacturing.	<i>P</i>		
Electronic equipment manufacturing.	<i>P</i>		
Vehicles and transportation equipment manufacturing.	<i>P</i>		
Laboratories and research, testing, design, technical training, and experimental product development facilities.	<i>P</i>		
Water supply and sewage disposal plants.	<i>P</i>		
Building material storage and sales, provided that such uses located within the boundaries of the Downtown Development Authority shall not have outdoor storage.	<i>P</i>		

Section 23.01

Table of Permitted Uses

Use	<i>P</i> =Principal Permitted Use		Conditions
	<i>SP</i> =Special Land Use		
Vehicle repair establishments, including engine repair, body repair and painting, exhaust system repair, tire replacement, glass repair and transmission repair, when operated in a completely enclosed building.	<i>P</i>		
Dry cleaning plants.	<i>P</i>		
Tennis houses, racquetball courts, ice arenas and other similar uses involving large structures of the type which can be easily converted to industrial use.	<i>P</i>		
Gas and electric service and storage buildings and yards.	<i>P</i>		
Warehousing and wholesale establishments within a wholly enclosed building.	<i>P</i>		
Self-storage warehouse facilities.	<i>P</i>		1) The entire facility must be enclosed with a fence a minimum of eight (8) feet in height; 2) the portion of the fence fronting on any public or private street, road or access easement shall be constructed of decorative masonry block or brick extending across the entire frontage and returning no less than fifty (50) feet along the intersecting sides of said enclosure, and 3) a landscaped greenbelt consisting of closely-spaced evergreens in staggered rows shall be provided whenever such a use abuts a residentially-used property. Such uses shall not be permitted within the Downtown Development Authority.
Uses determined to be similar to the above principal permitted uses in accordance with the criteria in Article 26 and which are not listed below as special land uses.	<i>P</i>		

Section 23.01			
Table of Permitted Uses			
Use	<i>P</i> =Principal Permitted Use <i>SP</i> =Special Land Use		Conditions
Furniture, appliance and household equipment repair shops, office, showroom and workshop of a plumber, electrician, decorator, upholsterer or similar trade or service business.	<i>P</i>		
A permanent efficiency-type on-site manager's apartment.		<i>SP</i>	Shall not exceed five hundred (500) square feet in total living area.
Salvage yards.		<i>SP</i>	Subject to the following conditions: 1) the site shall be entirely enclosed within an eight (8) foot high obscuring wall, 2) no such use shall be permitted within the boundaries of the Downtown Development Authority, 3) there shall be no burning on site, and 4) all industrial processes, including the use of equipment for cutting, compressing, or packaging, shall be conducted within a completely enclosed building.
Mineral and soil extraction.		<i>SP</i>	Subject to the requirements of Article 26.
Lumber and planing mills.		<i>SP</i>	Must be completely enclosed and located in the interior of the district so that no property line shall form the exterior boundary of the I District.
Metal plating, buffing and polishing.		<i>SP</i>	Provided that: 1) appropriate measures are taken to prevent noxious off-site impacts, 2) the use is completely enclosed, and 3) the use shall be located on the interior of the district so that no property line shall form the exterior boundary of the I District.
Wireless communication facilities.		<i>SP</i>	Subject to the requirements in Article 26.
Commercial dog kennels.		<i>SP</i>	Subject to the requirements in Article 26.
Septic service establishments.		<i>SP</i>	

Section 23.01

Table of Permitted Uses

Use	<i>P</i> =Principal Permitted Use <i>SP</i> =Special Land Use	Conditions
Electric power and heat generating plants and all accessory uses.	<i>SP</i>	
Rental space for the storage of vehicles such as travel trailers, motor homes, recreational vehicles, campers, snowmobiles, boats and similar facilities.	<i>SP</i>	Subject to the following conditions: 1) the storage shall be enclosed within a building or be completely obscured by a wall or fence on those sides abutting a public thoroughfare, 2) the extent of the wall or fence shall be determined by the Planning Commission, based on the extent of the storage, 3) the wall of fence shall be subject to the requirements in Article 29, and 4) no such use shall be permitted within the boundaries of the Downtown Development Authority.
Freight yards and terminals,	<i>SP</i>	Subject to the following conditions: 1) All access to the facility shall be provided from a major thoroughfare, as defined in the Master Plan, having a right-of-way of at least one hundred twenty (120) feet; 2) All sides of the development not abutting a major thoroughfare shall be provided with a twenty (20) foot wide greenbelt, and fence or decorative wall, so as to obscure from view all activities within the development. Screening shall comply with Article 29
Tractor and trucking facilities, including storage and repair.	<i>SP</i>	
Chemicals and allied products manufacturing.	<i>SP</i>	
Lumber yards, landscape, building supply yards and similar uses that involve outdoor storage.	<i>SP</i>	No such use shall be permitted within the boundaries of the Downtown Development Authority.
Primary metal industries.	<i>SP</i>	

Section 23.01

Table of Permitted Uses

Use	<i>P</i> =Principal Permitted Use <i>SP</i> =Special Land Use		Conditions
Recycling centers.		<i>SP</i>	A recycling center shall consist of the collection, separation, and storage of recoverable household materials prior to shipment to others who will use the materials to manufacture new products
Contractor yards and storage facilities for building materials, sand, gravel, stone, lumber, equipment and supplies.		<i>SP</i>	Such facilities shall be enclosed within a building or within an obscuring wall or fence. The extent of such wall or fence may be determined based on the nature of surrounding land use. Such fence or wall shall be eight (8) feet in height. No such use shall be permitted within the boundaries of the Downtown Development Authority.
Accessory buildings and uses customarily incidental to any of the above land uses.		<i>SP</i>	
Uses determined to be similar to the above land uses in accordance with the criteria in Article 26.		<i>SP</i>	
Places of Assembly		<i>SP</i>	
Medical marihuana cultivation building		<i>SP</i>	Subject to the requirements in Article 26
Auto, carting, and snowmobile tracks		<i>SP</i>	
Aircraft operation facilities		<i>SP</i>	

SECTION 23.02. Special Land Use Conditions

Special land uses may be permitted by the Planning Commission, pursuant to Article 34, after a public hearing and site plan review, and subject to reasonable conditions which, in the opinion of the Planning Commission, are necessary to provide adequate protection to the public health, safety and welfare. In addition to the conditions specified in the previous Table of Permitted Uses, the following conditions apply to all special land uses:

- A. **Fencing.** The need for fencing will be determined on a case-by-case basis, in consideration of the nature of the use and the character of the surrounding uses.

- B. **Landscaped Screening.** If the Planning Commission requires landscaped screening, then it shall consist of closely spaced evergreens in staggered rows, augmented with other plantings for aesthetic enhancement.
- C. **Performance Standards.** Any production, processing, cleaning, servicing, testing, repair or storage shall conform with the performance standards in Article 26.

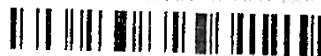
SECTION 23.03. Area, Height and Bulk Requirements.

See Article 6, Summary of Development District Regulations, limiting the height and bulk of buildings, the minimum size of lot permitted by land use, and the maximum density permitted.



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 \$75.00 HIGH FENCING
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 WITH JOHNSON, CLERK-REGISTER DE DEEDS

LADD INDUSTRIAL SUB.

COMMERCE TOWNSHIP, OAKLAND COUNTY, MICHIGAN

DECLARATION OF
EASEMENTS, COVENANTS AND RESTRICTIONS

THIS DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

(hereinafter called the "Declaration"), is made this 13th day of APRIL, 2005, by
 U.S. DEVELOPMENT LIMITED, a Michigan corporation, whose address is 24780
 Hathaway, Suite 300, Farmington Hills, MI 48335 (the "Developer").

WITNESSETH:

WHEREAS, Developer is the owner of certain real property located in
 Commerce Township, Oakland County, Michigan more particularly described in Exhibit
"A" attached hereto and made a part hereof (the "Project");

WHEREAS, Developer plans to develop the Project so it can be used for light
 industrial purposes and to subdivide the Project into 9 lots;

WHEREAS, the Project is divided into 9 separate lots identified on the Plat
 attached hereto as Exhibit "B" (the "Site Plan") as Lots "1" through "9" (collectively the
 "Lots");

WHEREAS, in order to develop a light industrial development and to maximize
 the value of the Project, the Developer desires to establish certain easements, building
 and use restrictions, covenants and conditions between the Lots and to place certain
 restrictions on the Project, all of which are more particularly set forth herein;

WHEREAS, the Developer desires to establish for the benefit of the Project
 certain operational and cost sharing mechanisms for the orderly operation of the
 Project;

NOW, THEREFORE, in consideration of the above premises, and the covenants
 and conditions herein contained, Developer does declare, create and establish the
 following easements and restrictions affecting the Project and does hereby subject the

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Project and each and every Lot therein to each and every one of the terms, easements, restrictions, covenants and conditions as hereinafter set forth, and further Declares that all properties included within the Project shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the terms, easements, restrictions, covenants and conditions contained herein, which successors and assigns, and further shall be binding upon all parties having or acquiring any right, title or interest in the Project by purchase, lease, use, mortgage, land contract or otherwise, or any part thereof, or any Lot therein and shall inure to the benefit of each and every part of the Project or any interest therein.

ARTICLE 1 DEFINITIONS

1.1 Association. Association shall mean Ladd Industrial Sub. Association, a Michigan nonprofit association, the governing body of Ladd Industrial Subdivision.

1.2 Committee. Committee shall be the Architectural Control Committee established in Article 6.

1.3 Common Areas. Common Areas shall mean:

- a. Those areas of land within the Project (including the improvements made in those areas) now or hereafter owned by the Developer or Association for the common use and enjoyment of the Lot Owners; and
- b. Those areas of land located within the area covered by easements granted to the Owners or the Association; and
- c. Such other common facilities as may now or hereafter be established and constructed upon any portion of the Project for the purposes for which they are provided and intended including, but not be limited to, all Common Drives, parking areas, directional, traffic and monument signs, walls, fences, sidewalks, service drives, entrances, exits, landscaping, other paved and unpaved areas, shared utility facilities, lighting facilities and equipment and stormwater detention or retention facilities located within the Project.

1.4 Common Drives. Common Drive shall mean the common drives, curb cuts, lanes, truck passageways, entrances and exits to Ladd Road and public roads, as the same may exist from time to time.

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1.5 Improvement. Improvement shall mean every building of any kind, fence or wall, or other structure or facility which may be erected or placed on any Lot, any drainage system that may be established thereon or in a Common Area, any driveway or landscaping thereon, or anything directly or indirectly affecting any Lot.

1.6 Lot Owner. Lot Owner shall mean any person or entity who or which is the record owner of fee simple title to a Lot, after the conveyance of a Lot from Developer to any non-affiliated third party; provided, however, that (a) when more than one person or entity has interest in the fee simple title to a Lot, the collective interest of all such persons or entities shall be considered to be that of a single Owner; (b) any land contract purchaser of any Lot shall be deemed to be the "Lot Owner" of such Lot for the purposes of this Declaration; and (c) in the event of a sale by a Lot Owner of all of its Lot and a simultaneous leaseback of the entire Lot (a "sale/leaseback"), the seller/lessee under such sale/leaseback shall also be deemed to be the "Lot Owner" of such Lot for the purposes of this Declaration.

1.7 Percentage of Value. The percentage of value for each Lot shall be equal and each Lot shall equal 1/9%. The determination that the percentages of value should be equal was made after reviewing the comparative characteristics of each Lot in the Project and concluding that there are no material differences among the Lots where the allocation of percentage of value is concerned. The percentage of value assigned to each Lot shall be determinative of each Lot Owner's respective share of the General Common Elements of the Project, the proportionate share of each respective Lot Owner in the proceeds and expenses of the Association's administration and the value of each Lot Owner's vote at meetings of the Association of Lot Owners. The total value of the Project is 100%.

1.8 Project. Project means Ladd Industrial Subdivision, including all land, improvements, structures, easements, rights, and appurtenances belonging to Ladd Industrial Subdivision.

1.9 Township "Township" means the Charter Township of Commerce, its successors and assigns. Where Township approval is required pursuant to the terms of Declaration of Easements, Covenants and Restrictions, such approval shall be granted by the Commerce Township Board of Trustees, or such other individual or committee

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designated by the Township Board for such purposes.

1.10 City "City" means the City of Walled Lake, its successors and assigns, with all references in this Declaration to "Township", specifically including those in Sections 2.1, 2.8, 3.1e and 3.8g, to include the City with respect to any portion of the Project located within the City of Walled Lake. Except where the authority is vested in a City employee or official, any required City approvals, permissions, consents or decisions shall be by the Walled Lake City Council or its designee.

ARTICLE 2 EASEMENTS

2.1 Easements of Ingress and Egress. Developer does hereby declare, establish, grant, reserve and convey for the use and benefit of each of the Lots and the Lot Owners and lessees or sublessees of the Lots, their heirs, successors, assigns, mortgagees, lessees, sublessees, employees, agents, customers, licensees and invitees (collectively, the "Permittees"), a perpetual, non-exclusive easement for pedestrian and vehicular (including, but not limited to passenger, service and delivery vehicles) ingress and egress across and through the areas of the Project maintained from time to time for ingress and egress for the passage and accommodation of pedestrians and vehicles including but not limited to all curb cuts, entrances, exits, driveways, sidewalks, service drives, Common Drives and access drives to public roads as may now exist or as subsequently may be constructed. If Enterprise Dr. shall be continued to the west, the cul de sac wings shall be removed and replaced as required by the Township or county at the expense of the Association. In the event that the association fails to remove or replace that portion of the cul de sac as required, the Township and/or the county may serve written notice of such failure upon the Association. Such written notice shall contain a demand that the deficiency be cured with a stated reasonable period of time. If such deficiency is not cured, the Township may undertake the removal and replacement of such portions of the cul de sac as may be necessary, and the costs thereof plus a twenty-five percent (25%) administrative fee may be assessed against the Lot owners and collected as a special assessment on the next annual Township tax roll. **Notwithstanding anything contained herein to the contrary, any Lot which fronts on Ladd Road must access Ladd Road from a road**

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within the Project.

2.2 Utilities Easements. Developer does hereby declare, establish, grant, reserve and convey for the use and benefit of each of the Lots and the Lot Owners, their heirs, successors and assigns, a perpetual, non-exclusive easement in, to, over, under, along and across those portions of the Common Areas located on any Lot necessary for the installation, operation, flow, passage, use, maintenance, connection, repair, relocation, and removal of lines or systems for utilities serving any Lot, including, but not limited to, sanitary sewers, storm drains, cable TV, water (fire and domestic), gas, electrical, telephone and communication lines at any time located on the Common Areas.

Upon completion of the installation or reinstallation of any such line, the party installing the same shall cause an accurate legal description of the location of such line to be prepared and the parties shall record a memorandum incorporating by reference this Declaration and setting forth such legal description. If a Lot Owner's utilities have been installed by means of an easement over another Lot, the Lot Owner causing the installation of such utilities shall be responsible for restoring or repairing such other Lot to substantially its condition existing immediately prior to such installation, reinstallation, maintenance, repair, relocation or removal. Notwithstanding anything contained herein to the contrary, in addition to any and all requirements contained in easements previously or subsequently recorded on the Project and in addition to any and all requirements of any utility companies, written in public documents or otherwise, the depth of any utility shall be maintained completely across the easement to achieve a minimum clearance of 24 inches from existing facilities. Further, the party constructing the crossing utility shall contact Consumer Energy Company's corrosion control engineer at (517)788-1195 to discuss potential interference problems that may result in accelerated corrosion damage to either facility.

2.3 Construction Easements. Developer does hereby declare, establish, grant, reserve and convey for the use and benefit of Developer, its heirs, successors and assigns, employees, contractors and subcontractors such temporary easements and licenses as are necessary to perform construction work on the Lots as may be required.

2.4 Detention Pond Easements. The Developer does hereby declare, establish,

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grant, reserve and convey for the use and benefit of the Lot and Lot Owners, an easement for the installation, construction, maintenance, repair and replacement of the detention ponds and the landscaping surrounding the detention ponds.

2.5 Drainage Easements. Developer does hereby declare, establish, grant, reserve and convey for the use and benefit of the Lot and Lot Owners, their heirs, successors and assigns an easement for the direction, discharge and drainage of surface water and storm water into and through the storm drainage, retention pond and storm sewer system maintained from time to time on the Project. The drainage easement created by this Declaration is limited to the natural, normal and customary runoff of surface and storm waters, and in no event shall any owner or occupant cause the discharge of surface or storm waters from its Lot over, across or into any other portion of the Lot in any manner which materially interferes with the use and enjoyment of such other Lot by the owners, lessees, sublessees, or invitees of such other Lots. In the event of any such discharge which causes such material interference, the Lot Owner causing such discharge shall be responsible for restoring or repairing such other Lot to substantially its same condition existing immediately prior to such impermissible discharge.

2.6 Creation of Easements. All rights, privileges and easements granted or reserved by this Declaration are perpetual and non-exclusive, unless otherwise specified. None of the Lot Owners shall assign, transfer, convey or sell any of its rights as set forth in this Declaration except to a purchaser, lessee, sublessee, vendee, trust, deed of trust holder or mortgagee of a Lot. No Lot Owner shall grant an easement or easements of the type set forth in this Article 2 for the benefit of any property not within the Project

2.7 Public Dedication. The easements granted by this Declaration are private easements and not public easements, and are not intended to confer any rights or benefits upon the general public. Upon a dedication, grant or conveyance of all or any portion of the foregoing easements to public use, a public right-of-way, or public easement and the acceptance of the dedication, grant or conveyance by the public agency and the obligation of the public agency for maintenance of such easements, such easement shall automatically terminate, without the requirement to further file any

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document or agreement of termination. In the event that the use of the detention basin shall be abandoned such property therefor shall revert to the Developer, or its successors and heirs, unless the Developer or its successors and heirs shall disclaim such reversion, in which case the same shall revert to the Association.

2.8 Easements Granted to Township. Notwithstanding any other provision contained in these Covenants and Restriction, the following easements, licenses, rights and privileges are granted to the Township and its officers, employees and agents and its successors, assigns, and transferees with respect to the Project. These easements, licenses, rights and privileges shall not be modified or rescinded without the express written permission of the Township.

a. The Township, its officers, employees, agents, contractors and designated representatives are granted a permanent non-exclusive easement for the unrestricted use of all roads, walkways or pathways, and utility easements, for the purpose of ingress, egress, inspection for public purposes, access to utility easements, including but not limited to water, sanitary sewer, storm water sewer, electric, gas and communications easements.

b. The Township, its officers, employees, agents, contractors and designated representatives are granted a permanent non-exclusive easement over, under and across all roads, walkways or pathways, and utility easements, as shown on the subdivision plat, for the purpose of development, establishment, construction, extension, relocation, maintenance, repair, replacement and removal of utilities, in any size, form, shape or capacity, including but not limited to water, sanitary sewer, storm water sewer, electric, gas and communications utilities.

c. The Township, its officers, employees, agents, contractors and designated representatives are granted a non-exclusive easement over each parcel in the Project, to the extent necessary, to install, maintain, repair, replace or remove machinery or equipment connected to the public sewer system or public water system, including, but not limited to grinder pumps and valves.

d. The Township shall have the right, but not the obligation, to repair and maintain all easements in the Project. If it is necessary for the Township to repair

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or maintain an easement within the Project, the costs of repair or maintenance shall be prorated among all parcel owners in the Project. The Township may add to the actual cost of repair or maintenance a sum not to exceed twenty-five percent (25%) thereof, to cover the administrative costs associated with the undertaking. The Township shall bill such person shown by the assessment records of the Township to be the owners of said parcels at such times as the Township shall find convenient and expedient. All costs incurred by the Township shall be paid within thirty (30) days of billing. Any costs not paid shall bear interest at the rate of three quarters (3/4) of one percent (1%) per month until paid. The Township shall have a lien on the Lot of any owner that fails to pay such costs. The lien may be enforced by the Township in the same manner as provided by law for enforcement of delinquent special assessments.

e. The Township shall have the right to sell, assign, transfer or convey these easements to any other governmental unit.

f. No Owner shall build or convey to others any permission to build any permanent structures on the easements granted to the Township hereunder. Further, no Owner shall build or place on the area covered by the easements granted to the Township hereunder any other type of structure, 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 the Township under said easements.

g. Each Owner releases the Township and its successors, assigns, and transferees from any and all claims or damages in any way arising from or incident to the construction and maintenance of the easements granted to the Township hereunder or otherwise arising from or incident to the exercise by the Township of its rights under the easements granted hereunder, and all Owners covenant not to sue the Township or its successors, assigns, and transferees, for any such damages.

h. The costs of maintenance, repair, and replacement of the storm drains and storm water drainage facilities, including, without limitation, any detention basin and drainage easements shall be borne by the Association. In the event

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that the Association fails to provide adequate maintenance, repair or replacement of the storm drains, the Township may serve written notice of such failure upon the Association. Such written notice shall contain a demand that the deficiencies of maintenance, repair, or replacement be cured within a stated reasonable time period. If such deficiencies are not cured, the Township may undertake such maintenance, repair, or replacement and the costs thereof plus a twenty-five (25%) administrative fee may be assessed against the Lot owner and collected as a special assessment on the next annual Township tax roll.

i. The rights granted to the Township and their successors and assigns, under Section 2.8 of these Restrictions may not, however, be amended without the express written consent of the Township. Any purported amendment or modification of the rights granted hereunder shall be void and without legal effect unless agreed to in writing by the Township and its successors and assigns.

ARTICLE 3 RESTRICTIONS

In connection with the easements established in Article 2, to provide for the effective use of such easements for the purposes intended and for the development of an light industrial development and to maximize the value of the Project, Developer does hereby declare, establish and place the following restrictions and covenants upon all the Lots:

3.1 Building Restrictions.

a. Lots shall be used primarily for the construction of light industrial buildings (including attachments and ancillary buildings) and shall be limited in use to light industrial business purposes. No residential buildings are allowed.

b. No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the proposed location of the structure and the finish grade line of the building Lot have been approved by the Committee.

c. External design and location with respect to topography, materials,

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exterior lighting, color scheme, height and existing trees shall be approved by the Committee. The Committee reserves the right to reject any plan submitted because of too great a similarity, or too great a dissimilarity to nearby existing structures.

d. The exterior of any improvement being constructed upon a Lot shall be completed within 15 months from the date upon which construction of the Improvement was commenced with the ability to grant an extension upon written request to the Committee. All construction shall be diligently pursued to completion.

e. All improvements and structures shall be constructed or erected in accordance with the Township zoning and building ordinances, including the requirement to tap into the water and sewer. All improvements and structures shall be approved by the Township and all permits required shall be the responsibility of the Lot Owner.

f. All buildings and structures constructed on any Lot shall be of masonry construction, or such other materials as shall be approved by the Committee.

g. All buildings and structures facing any street shall be finished with face brick, stone, glass or other architectural exterior surfaces approved by the Committee.

h. All exposed masonry surfaces except brick and stone must be painted.

i. No building on any Lot shall have barrel-type, Quonset, pole-type building or arched-roof construction.

j. No commercial cell towers or cell buildings or equipment shall be erected on the premises.

k. No loading dock or truck loading doors shall be erected in the front of any building or on the sides of any building abutting any street or right-of-way, without the approval of the Architectural Committee.

l. Outside Storage facilities may only be permitted at the sole and absolute discretion of the Committee.

m. All storage areas, dumpsters and mechanical equipment including roof

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top HVAC, cooling towers, and all other roof top equipment shall be completely screened from public view in a manner approved by the Committee.

3.2 Building Use Restrictions and Regulations.

a. All operations shall be conducted within fully enclosed buildings and no outside activity shall be permitted except the parking of motor vehicles and small trailers at the rear of the premises, the loading or unloading of motor vehicles and the storage of materials subject to the provisions contained herein, without the prior written approval and consent of the Committee.

b. All improvements, the exterior of all structures and all walks, driveways, lawns and landscaped areas on a Lot shall be maintained in a first class corporate, park-like manner by the Owner. Exterior painted surfaces shall be maintained in excellent condition and the painted areas thereof shall be repainted as needed.

c. On any Lot, all yard and set-back areas from the street, other than the paved driveways for ingress and egress, and paved walks shall be sodded lawns and landscaping and shall be irrigated and watered by means of underground sprinkler systems;

d. On any Lot, all lawns and landscaping shall be installed and completed within 3 months after approval of the landscaping plans by the Committee, weather permitting. Such landscaping plans shall be submitted to the Committee concurrently with the preliminary architectural designs pursuant to Section 3.6. Any Lot which is vacant shall be maintained with grass, well cultivated, and if the Lot is not developed within 18 months of obtaining legal or equitable title, then it shall be maintained in a park-like manner.

e. Office or storage trailers, shacks, barns or any temporary buildings of any description are expressly prohibited, except as permitted during the construction period.

3.3 Further Use Restrictions. Neither the Project nor any portion of a Lot shall be used in whole or in part for the following purposes:

a. Any operation primarily used as a facility for distilling, refining, smelting, agricultural, slaughtering or mining operation;

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b. Any operation or activity which in violation of any law, ordinance, statute or governmental regulation shall be carried on in the Project;

c. Any dumping, disposing, incinerating, or reducing of garbage (exclusive of dumpsters for the temporary storage of garbage and any garbage compactors, in each case which are regularly emptied so as to minimize offensive odors);

d. Any activity which results in the accumulation of standing water on any part of the Project outside of detention ponds or basins, or which may become a nuisance or may be detrimental to the use, value or enjoyment of other Lot owners or occupants in the Project;

e. Any living quarters, sleeping apartments or lodging rooms;

f. Any use which emits an obnoxious odor, noise or sound which can be smelled or heard outside of the premises and which is inconsistent with the operation of a first-class light industrial park;

g. Any use which is illegal or dangerous or constitutes a nuisance or is inconsistent with a light industrial park; and

h. Any use which involves auto wrecking, used auto parts, salvage yards, junk yards, or the storage, sorting, stockpiling, or veiling of scrap paper, rags, sheet metal, bottles, junk or other used materials or waste.

3.4Subdivision of Land. No Lot may be subdivided nor improved with more than two buildings.

3.5Rezoning. No Lot Owner shall be permitted to seek rezoning of its Lot.

3.6Approval of Plans and Specifications. A Lot Owner, occupant or tenant of any Lot shall deliver its plans and specifications for any construction of buildings or improvements or for any structural or exterior alteration to any building or improvement located on such Lot within 45 days prior to such construction or structural or exterior alteration. The Committee shall have the right to reasonably approve such plans, specifications, location, building height, and building elevations for any new construction or structural or exterior alteration, which approval shall not be unreasonably withheld, conditioned or delayed, to ensure that the buildings and improvements constructed upon any Lot are consistent with the site plan approval, are

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harmonious with the architectural design and materials of the Project and to ensure that the building and improvements do not interfere with the visibility of or ingress and egress to the Project. The Committee's withholding of its approval as to any structural construction, alteration or modification shall be deemed reasonable only if such structural construction, alteration or modification: (a) is not harmonious with the then-existing architectural design and materials of the Project; (b) would interfere with the visibility of or ingress and egress to the Project; (c) would violate governmental requirements; or (d) would impair the structural integrity of the buildings constructed within the Project.

3.7 Signs. All exterior signs must be approved by the Committee and the appropriate governmental entities, if applicable, and shall be properly maintained, structurally sound and aesthetically suitable to the development of the Project. Drawings showing the design, size, shape, material, color and location of each sign shall be submitted to the Committee with a request for sign approval, including a statement that the proposed sign has been previously approved by the appropriate government authority. The Committee shall have the right to approve the size, location and architectural design of any sign mounted to a ground sign on the Lot or any exterior sign attached to the exterior of any building constructed on the Lot to ensure that the sign is harmonious with the architectural design and materials of the Project, the size of such sign does not impair the right of the Developer or any subsequent purchaser of a Lot to obtain governmental approval of its signs on the Project, and the sign does not interfere with the visibility of or ingress and egress to the Project.

3.8 Construction Restrictions. The following restrictions and conditions shall apply to any and all installation, construction, repair, restoration, demolition or maintenance of any building or improvement on the Lots or other work ("Work") to be performed on any of the Lots by Developer, Association or any Lot Owner, contract agent, employee, tenant, occupant or mortgagee:

a. At no time shall any such Work blockade, obstruct or hinder the primary means of ingress and egress to the Project from Ladd Road or any lanes or truck passageways.

b. No Lot Owner shall cause or permit the Common Areas to be used for

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ingress, egress or parking of heavy trucks or construction equipment for construction purposes or otherwise. Construction access to the Project shall be subject to Developer's and/or Association's and the Lot Owners' approval.

c. Any Lot Owner performing any Work which damages any other Lot shall, within 5 days following such damage, restore, replace or repair in a good and workmanlike manner any part of the Lot damaged by the Work (including, but not limited to, restoring, replacing and repairing any damaged utility line, landscaping, driveway or parking areas), to a condition at least equal to that existing immediately prior to the damage.

d. Upon opening for business to the public in any Lot, Developer or any Lot Owner performing any utility work shall, to the extent possible, do such utility work during non-business hours and shall not cause any interruption of the service of such utility during business hours. Any Lot Owner installing, maintaining or repairing any utility line or performing any other Work on the Lot shall indemnify, defend and hold the Developer, Association and any other Lot Owner harmless from and against any and all costs, expenses and liabilities (including reasonable attorney's fees and costs of appeal) arising directly or indirectly from the Work.

e. All Work performed at the direction of a Lot Owner or any tenant or occupant of a Lot shall be performed as expeditiously as possible and shall be diligently pursued to completion and shall not unreasonably interfere with the operation of business by another Lot Owner.

f. All Work shall be performed in a good and workmanlike manner and in accordance with all laws, ordinances, restrictions, rules, requirements and guidelines of any governmental agency and in a manner which shall not unreasonably interfere with the Work being performed by another Lot Owner, tenant, occupant or Developer.

g. No temporary occupancy shall be permitted in unfinished buildings, except as otherwise permitted by the Township. However, the Lot owner may erect temporary storage buildings on the Lot for materials and supplies to be used in the construction of buildings while new buildings are under construction.

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ARTICLE 4 OPERATION OF PROJECT

4.1 Common Area Maintenance. In order for the Parcels of the Project to be maintained and utilized as a light industrial park and to efficiently and effectively operate the Project, each of the Lot Owners shall not perform any maintenance obligations on the Common Areas located within its Lot, but shall delegate such "Common Area Maintenance" (as hereinafter defined) obligations to the Association. "Common Area Maintenance" shall be defined as the normal, customary and routine care, operation, maintenance, repair and replacement of the Common Areas located within the Project, including, but not limited to, repair and service of parking areas, sidewalks, service drives, entrances and exits, utilities and drainage and stormwater detention and retention facilities, subject to that certain Joint Reciprocal Storm Water Drainage Easement Agreement; cleaning (including cleaning, repairing and maintaining the Project ground signs), lighting and sweeping; repaving parking areas, sidewalks, service drives and Common Drives, entrances and exits; removing garbage and trash and other obstructions; snow, water and ice removal and treatment; landscaping (including replanting and replacing); security measures; traffic control; and line painting; and shall exclude any item which is not customarily considered to be a normal maintenance or operation expense under generally accepted accounting principles or light industrial park standards. All Common Area Maintenance shall be performed in a good and workmanlike manner and consistent with the standards of first class light industrial park. All decisions regarding the entity to perform such Common Area Maintenance shall be made by the Association.

Each Lot Owner's proportionate share of the Common Area Maintenance Costs shall be a percentage equal to its percentage of value as set forth in Section 1.7. Each Lot Owner, commencing with the date such Lot Owner acquires fee title to its Lot, shall share proportionately in the "Common Area Maintenance Costs" (as hereinafter defined) for the Common Areas. For as long as the Developer owns any Lot or portion thereof, the Developer shall share proportionately in the Common Area Maintenance Costs.

4.2 Maintenance Cost-Sharing Covenants.

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a. At the time an Owner buys any Lot (or Lots) the Owner shall become a member of the Association subject to the duties inherent therein, and shall pay an initial assessment in an amount per Lot of: \$500.

b. Each of the Lot Owners shall pay its proportionate share of Common Area Maintenance Costs. "Common Area Maintenance Costs" shall mean all costs actually incurred by the Association pursuant to the discharge of the Common Area Maintenance obligations as set forth in Section 4.1 (and subject to the limitations set forth therein).

c. On the first day of the calendar year following the first conveyance of a Lot to a Lot Owner, and every year thereafter, each Lot Owner shall pay to the Association annually the amount which the Association shall reasonably estimate to be the proportionate share of the Common Area Maintenance Costs for the next ensuing twelve (12) month period; provided, however, that a Lot Owner's obligation to make such payments to the Association shall not commence until the date such Lot Owner receives fee title to the Lot. The Association shall use the funds so paid to pay Common Area Maintenance Costs as the same become due and payable. Any deficiency in the amounts paid by any Lot Owner shall be payable by such Lot Owner to the Association within 20 days after receipt of an invoice from the Association setting forth any deficiency. Any excess in the amounts paid by a Lot Owner shall be retained by the Association and applied to the proportionate share of the Lot Owner for future Common Area Maintenance Costs. Partial years shall be prorated based on the number of months remaining in the calendar year for Lots acquired during any calendar year.

d. In addition to any annual assessments, a special assessment for the purpose of defraying in whole or in part the cost of any construction, reconstruction, unexpected repair or replacement of any part of the Project as approved by the Board of Directors of the Association, including any necessary fixtures or personal property related thereto, may be assessed.

e. All assessments (together with interest thereon from the due date at the maximum legal rate of interest per annum and costs of collection thereof,

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including reasonable attorney fees) shall be due immediately upon being established by the Association and shall be a charge against and a continuing lien upon the Lot(s) against which each such assessment is made, and shall also be the personal obligation of the Lot Owner.

f. By its membership in the Association, each Lot Owner acknowledges the right, duty and power of the Association to take and prosecute all suits (legal, equitable or otherwise) which may, in the opinion of the Association, be necessary or advisable for any purpose, including the collection of any maintenance charges or the enforcement of this Declaration.

g. Upon the failure of any Owner to timely pay any sums assessed under this Section, the Developer and the Association shall be entitled to file a lien against any and all Lot(s) owned by such Owner for the total amount due, for any cost or expense incurred by the Developer or Association in connection with such amount and for any and all costs and expenses associated with collecting said sum, including actual attorneys fees. The Developer and/or the Association, at their option, may exercise any one or more of the following remedies, either separately or simultaneously: (1) the institution of suit to collect the indebtedness due, (2) the institution of proceedings to foreclose the lien, as if the lien was a mortgage, by advertisement pursuant to Michigan statute or (3) the institution of suit to foreclose the lien, as if the lien was a mortgage, pursuant to Michigan statute. The rights granted herein shall be deemed in addition to and not in substitution of any remedies permitted by law. By purchasing any Lot, the Owner thereof agrees to the terms and conditions of these restrictions and the lien rights created hereunder. Each Owner further agrees that by said purchase and by these restrictions, power is hereby granted by said Owner to the Developer and/or the Association: (1) to grant, bargain, sell, release, and convey the Lot(s) and any improvements and appurtenances thereto at public auction and to execute and deliver to the purchaser or purchasers, at such sale, deeds of conveyance, good and sufficient at law, pursuant to MCLA 600.3101 ~~et seq~~ or MCLA 600.3201 ~~et seq~~ or any proceedings, either in law or equity; (2) to deduct from the proceeds therefrom all sums due under this Section, hazard

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insurance premiums paid with respect to the Lot, costs and expenses of sale, including actual attorneys fees and return the surplus, if any, to the Owner, The power of sale granted herein shall permit the sale in one or more Lots as determined by the Developer/Association. The Owner shall be responsible for any deficiency, if any, and such may be entered and enforced by the appropriate legal proceedings.

4.3 All rights, obligations and functions of the Committee, the Association, its officers and board of directors under this Declaration may be exercised, performed and carried out by Developer at any time prior to formation of the Association or the Committee. The Developer or Association may contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Association.

4.4 The Association shall obtain competitive bids for all work in excess of \$2,000 (whether for one item or for recurring expenses exceeding such amount in any twelve (12) month period) and shall show such competitive bids to any Lot Owner upon written request. From time to time, but not less than annually, the Association shall submit to each Lot Owner a report showing Common Area Maintenance Costs incurred and accrued since the immediately preceding report, the computation of each Lot Owner's proportionate share, the amount of the Lot Owner's advance payments made to date and to be made by the Lot Owner thereafter.

The Association shall keep accurate books and records which shall, for the purpose of verifying the Common Area Maintenance Costs, be subject to examination by each of the Lot Owners, its authorized representatives or accountants upon 10 days notice and at reasonable times during business hours at such Lot Owner's expense and in a manner which does not unreasonably interfere with the conduct of the Association's business, but not more often than once every 12 months.

ARTICLE 5 LOT OWNER RESPONSIBILITY

5.1 Lot Owner Building Responsibility. The Association shall at all times cause the real estate taxes and assessments assessed against the Common Areas to be paid before any penalty or late charge is payable with respect thereto and comprehensive

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liability insurance on the Common Areas on its Lot to be maintained in the amount of (i) at least \$1,000,000 with respect to bodily injury or death to any one person, (ii) at least \$2,000,000 with respect to bodily injury or death arising out of any one accident and (iii) at least \$1,000,000 with respect to property damage arising out of any one occurrence. The Association shall name all other Lot Owners and Developer (if Developer owns a Lot) as additional named insureds.

Each Lot Owner shall maintain any building or improvement (including utility lines and building signs), constructed on its Lot in (i) first-class, neat and clean condition, appearance and repair; and (ii) in compliance with all applicable laws, statutes, ordinances and regulations. In the event of a casualty, the Lot Owner whose Lot is affected shall, if the property is not rebuilt or restored, raze the damaged improvements and keep the Lot in a neat, safe and clean condition. Each Lot Owner shall maintain adequate insurance for its Lot and name the Association, all other Lot Owners and Developer (if Developer owns a Lot) as additional named insureds.

ARTICLE 6

ARCHITECTURAL CONTROL COMMITTEE

6.1 An Architectural Control Committee shall be established by the Association and shall at all times consist of one or more persons appointed by the Association. Until such Committee is established by the Association, Developer shall act as the committee. For as long as the Developer owns a lot, Developer shall retain control of the Committee.

6.2 The Association shall have the right to terminate the tenure of any member of the Committee at any time and for any reason and to appoint new or additional members to the Committee at any time. The Association shall keep on file at its principal office a list of the names and addresses of the members of the Committee.

6.3 Except as otherwise provided herein, a majority of the members of the Committee shall have the power to act on behalf of the Committee without the necessity of a meeting and without the necessity of consulting the remaining members of the Committee. The Committee may act only by written instrument setting forth the action taken and signed by the members of the Committee consenting to such action.

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6.4 If the Committee shall cease to exist or for any reason shall fail to function, the board of directors of the Association shall serve as the Committee and in the absence of such a board, the Committee shall be selected by a majority of Lot Owners.

6.5 If any Lot Owner is aggrieved by a decision of the Committee, he may appeal for relief to the Association as a whole and pursuant to its Bylaws.

ARTICLE 7 REMEDIES

In the event a Lot Owner defaults in any of its obligations under this Declaration or violates any of the restrictions set forth in this Declaration (such defaulting Lot Owner being hereinafter referred to as a "Defaulting Owner"), the Developer, Association or any other Lot Owner shall have the right (but not the obligation) to perform such obligations or remedy such violations, and the Defaulting Owner shall reimburse the Association Non-Defaulting Owner immediately upon demand by the Non-Defaulting Owner for the costs incurred by the Non-Defaulting Owner in such performance or remedy, plus an amount equal to fifteen percent (15%) of such costs and expenses as an administrative charge, plus interest on such costs and administrative charges at the rate of three percent (3%) per annum above the prime rate of interest charged from time to time by Comerica Bank or the maximum rate allowable under Michigan law, whichever is less, accruing from the date any such costs shall have been incurred until paid in full, together with reasonable attorneys' fees and costs of appeal. Amounts due and payable under this Article shall be a lien from the date notice thereof is filed upon the Lot owned by the Defaulting Owner until such amounts are paid, forecloseable judicially or by advertisement in the same manner as a mortgage in the state of Michigan with the Non-Defaulting Owner being deemed the mortgagee of such mortgage and the Defaulting Owner hereby granting the Non-Defaulting Owner a power of sale. Notwithstanding the foregoing, the lien of any first mortgagee of a Lot Owner shall have priority over any lien of a Non-Defaulting Owner, regardless of the date or order of recording of such liens. The remedies provided for herein are in addition to and not in lieu of any other rights and remedies available at law or in equity, and the Non-Defaulting Owner shall have the right to enforce the provisions of this Declaration by an appropriate action at law or in equity, including,

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without limitation, an action for specific performance or an injunction preventing the Defaulting Party or those claiming under the Defaulting Party from (i) continuing a use in prohibition of Article 3, (ii) using any easement granted herein or (iii) claiming the benefit of any restriction contained in Article 3 that would benefit the Defaulting Party.

ARTICLE 8 MISCELLANEOUS

8.1 Binding Effect. The terms of this Declaration shall run with the Property. This Declaration shall inure to the benefit of and shall be binding upon the Developer, the Association, the Lot Owners, and their respective successors and assigns and all those (including mortgagees) holding under any of them.

8.2 Laws. This Declaration shall be governed by and construed in accordance with the laws of the State of Michigan. The invalidity or unenforceability of any part or provision of this Declaration shall not affect the validity or enforceability of any other part or provision.

8.3 Modification of Declaration. Any modification or amendment to this Declaration may be made by Developer, its successors, heirs and assigns and any Lot Owner of a Lot affected by such modification or amendment, except to the extent approvals, consents or votes are provided with respect to the subject matter of such modification, in which case the requisite approval, consent or vote provided in the applicable section of this Declaration shall be required before implementing such modification or amendment or 66 and 2/3% of Lot Owners in accordance with their percentage of value if no such requirement is indicated in the applicable section. Notwithstanding the foregoing, during the period Developer owns any portion of a Lot within the Project, any amendment to this Agreement to change, without materially affecting, the legal descriptions of the Lots not conveyed to a Lot Owner shall be effective by the recording of an amendment signed solely by Developer.

8.4 Approvals. Upon receipt by the Association of a request for approval or request for a vote, a Lot Owner shall, within 21 days after receipt of such request, notify the party making such request of its approval or shall notify the party of any objections and specifically state such objections. Failure to give any written notice of approval or disapproval within the period provided above shall constitute approval by the party from

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whom approval is sought, but only if the request for approval states that failure to disapprove within the specified period shall constitute approval. All such requests for approval or votes and responses thereto shall be sent certified mail return receipt requested.

8.5 Estoppel. Upon receipt by a party of a request for an estoppel letter or certification that there are no defaults under this Declaration or requesting any other information, a party shall, within twenty-one (21) days after receipt of such request, respond to such request indicating that there are no defaults or specifying the nature of such defaults. Failure to give any estoppel within the period provided above shall constitute notice that there are no defaults or affirming the information required, but only if the request for the estoppel states that failure to disapprove within the specified period shall constitute approval.

IN WITNESS WHEREOF, Developer has executed this Declaration the day and year first above written.

DEVELOPER:

U.S. DEVELOPMENT LIMITED, a
Michigan corporation

By: 

Vincent A. Valvona
Its: President

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STATE OF MICHIGAN)
) ss
COUNTY OF Oakland)

On the 13th day of APRIL 2005, Vincent A. Valvona, the President of U.S. Development Limited, a Michigan Corporation, appeared before me and did acknowledge that he signed this Declaration of Easements, Covenants and Restrictions.

Mary A. Heckart
_____, Notary Public
MARY A. HECKART _____ County, Michigan
NOTARY PUBLIC WAYNE CO., MI _____ County
Acting in MY COMMISSION EXPIRES May 12, 2008
My Commission Expires _____



LADD INDUSTRIAL SUB. 38060 P373

PART OF THE N.W. 1/4 OF SECTION 34, T. 2 N., R. 8 E.
COMMERCE TOWNSHIP AND THE CITY OF WALLED LAKE
OAKLAND COUNTY, MICHIGAN

SURVEYOR'S CERTIFICATE

I, Richard A. Hofsess, surveyor, certify: that I have surveyed, divided and mapped the land shown on this plat, described as follows: Ladd Industrial Sub. part of the N.W. 1/4 of Section 34, T. 2 N., R. 8 E., Commerce Township and the City of Walled Lake, Oakland County, Michigan beginning at a point said point being distant S. 02°36'55" E. 771.37 feet along the West line of said Section 34 from the N.W. corner of said Section 34; thence from said point of beginning N. 87°11'00" E. 856.85 feet; thence S. 02°36'17" E. 152.30 feet; thence S. 00°56'23" W., 163.86 feet; thence S. 86°54'07" E. * feet; thence S. 02°36'17" E. 92.59 feet along the centerline of Ladd Road (66 feet wide); thence S. 75°47'19" W. 204.12 feet along the north line of the CEO Railroad (50 feet wide); thence N. 02°36'55" W. 727.24 feet along said West line of said section to the point of beginning, consisting of one private park, 9 lots numbered 1-9 and containing 14.10 acres as measured to the waters edge of the unnamed pond.

That I have made such survey, land-division and plat by the direction of the owners of such land.

That such plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision of it.

That the required monuments and lot markers have been located in the ground or that surety has been deposited with the municipality as required by section 125 of the act.

That the accuracy of survey is within the limits required by section 126 of the act.

That the bearings shown on the plat are expressed as required by section 126 (3) of the act and as explained in the legend.

Date: December 09, 2002

Zeimet-Wozniak & Associates, Inc.
28450 Franklin Road
Southfield, Michigan 48034



Richard A. Hofsess
Richard A. Hofsess, Secretary-Treasurer
P.S. #47955

* 286.47 feet to the East line of Commerce Township, also being the West line of the City of Walled Lake; thence S. 86°54'07" E. 201.07

① to said West line of the City of Walled Lake and East line of Commerce Township; thence continuing along said North line S. 75°47'19" W. 1,155.39 feet;

Recertified to Dec. 15, 2004

Cassie Patterson
Patrick M. Dohany; Cassie Patterson
County Treasurer, Oakland County

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