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REGISTER OF DEEDS  
LIVINGSTON COUNTY, MI.  
48943

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DECLARATION OF DEED RESTRICTIONS  
SUNDANCE MEADOWS SUBDIVISION

I N D E X

	<u>Paragraph Number</u>
Declaration of restrictions, application and purpose .....	preamble
Homeowners' Association; rights, obligations, membership, voting, disputes .....	1
Homeowners' Association; authority, dues, assessments, removal of violations .....	2
Living area of dwellings .....	3
Setback distance .....	4
Architectural Control Committee; members, transfer to Association .....	5
Committee authority .....	6
Beautification Committee .....	7
Similar dwellings .....	8
Exterior design requirements .....	9
Exterior; materials, colors, roof pitch, plumbing stacks .....	10
Garages, driveways .....	11
Fencing, hedges, lawn ornaments .....	12
Accessory structures, outbuildings, pole buildings, storage sheds .....	13
Swimming pools .....	14
Satellite dishes, antennas .....	15
Signs, flag poles, sports equipment .....	16
General appearance of grounds .....	17
Lawn seeding and maintenance .....	18
Outdoor storage, parking .....	19
Pets, animals .....	20
Outdoor lighting .....	21
Tree removal and maintenance .....	22
Garage and yard sales .....	23
Improper or unlawful activities, home based occupations, firearms .....	24
Sidewalk, boulevard island, future common elements .....	25
Storm water drainage, detention area .....	26
Wells, septic, water softening .....	27
Livingston County Health Department restrictions .....	28
Duration of Declaration .....	29
Amendment of Declaration .....	30
Permits and other regulation .....	31
Future development, Developer exceptions .....	32
Invalidation of provisions in Court .....	33

**DECLARATION OF DEED RESTRICTIONS  
SUNDANCE MEADOWS SUBDIVISION**

NEW CORP, a Michigan corporation, 3321 Sesame Drive, Howell, Michigan 48843, ("Developer") hereby declares that the property known as Sundance Meadows and described in attached Exhibit A, sometimes hereinafter referred to as "Plat", is to be held, conveyed and occupied subject to the following covenants, conditions, restrictions, disclosures and general provisions which are to run with the land and are to be binding upon, and inure to the benefit of, all parties having any right, title or interest in the Plat and their heirs, successors and assigns. This Declaration is to be recorded in connection with the recording of the final Plat for Sundance Meadows as recorded at Liber of Plats, 35 Pages 46-49, of the Livingston County Records.

These covenants, conditions and restrictions are to protect the aesthetic appeal of Sundance Meadows, the usefulness of properties for their intended purpose, the privacy of individual homeowners and value of properties within Sundance Meadows.

**HOMEOWNERS' ASSOCIATION**

1. The Developer intends to establish a Homeowners' Association for Sundance Meadows ("Association") which may be consolidated with the Homeowners' Association(s) for future development of property owned by the Developer. All rights and obligations of the Developer, with respect to Sundance Meadows, will ultimately be transferred to the Association. Each lot owner shall be required to be a member of the Association and every purchase of a lot in Sundance Meadows is to be subject to the Articles of Incorporation and Bylaws of the Association. All voting in Association affairs shall be on a one (1) vote per lot basis. Disputes arising as a result of this Declaration shall be arbitrated by the Association.

2. The Association is to have authority to impose such dues and assessments, if any, as are necessary to pay its expenses and costs with regard to the boulevard island and any other common elements, such as; entrance sign and landscaping, trails, sidewalks, detention areas, greenbelt areas, boulevard island, cul-de-sac island and other areas that may be added in the future. Any dues and assessments that are made shall be due and payable within thirty (30) days of billing. In the event any lot owner fails to pay dues or assessments when due, the Association may record a statement in the Office of the Register of Deeds against the lot showing the amount due which shall be a lien against the property. In addition, the Association shall have the right to enter upon any land within the Plat to correct and remove any violation of this Declaration and to charge costs of correction and removal against the offending lot as a lien. The Association shall have the right to bring an action, in a court of competent jurisdiction, to collect unpaid dues, assessments or charges and to foreclose liens levied. Any and all such liens shall be subordinate to any first mortgage. No dues shall be assessed on vacant lots. Dues shall first become due January 30 of the year following occupancy of a dwelling and shall initially be one-hundred dollars (\$100.00) per year.

**ARCHITECTURAL CONTROL RESTRICTIONS**

3. All lots shall be used for single-family residential purposes only. Minimum living area per dwelling unit shall be as follows:

1 Story dwellings	1,500 square feet
1-1/2 Story dwellings	1,600 square feet (1,200 min. s.f. on first floor)
2 Story dwellings	1,650 square feet (850 min. s.f. on first floor)
Bi-level dwellings	1,500 square feet (excluding lowest level)
Tri or quad level dwellings	1,600 square feet (excluding lowest level)

Computations of living area shall be exclusive of basements, garages, decks, breezeways, porches, and similar areas not normally considered living areas.

**DECLARATION OF DEED RESTRICTIONS  
SUNDANCE MEADOWS SUBDIVISION**

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4. Unless a greater setback is required by the Marion Township Zoning Ordinance, all dwellings and accessory structures shall be setback from lot lines as follows:

Minimum front setback : 70 feet

Minimum side setback : 15 feet

Minimum rear setback : 25 feet

5. An Architectural Control Committee ("Committee") shall be established. The Committee shall initially consist of Fred Brown, President of New Corp, William Hamway and Martin Hamway, who shall have one (1) vote each. Other Committee members may be added or removed by majority vote of the initial Committee. By the time all of the dwellings in Sundance Meadows are occupied, responsibility for appointment of Committee members is to be transferred to the Association.

6. No dwelling, outbuilding, pool or other structure, nor activity of any type requiring Committee approval, shall be commenced or constructed, and no exterior addition or alteration shall be made, until the plans and site plan therefor have been submitted to and approved in writing by the Committee. The Committee may disapprove plans because of non-compliance with building and use restrictions set forth herein, or because of any matter or thing which, in the sole discretion and judgment of the Committee, would render the proposed improvements or alteration inharmonious with the improvements on other lots or out of keeping with the objective to preserve and enhance the attractiveness and value of properties within Sundance Meadows.

7. The Committee shall establish a Beautification Committee to oversee the maintenance of the boulevard island area of Sundance Meadows Road, the road right-of-way along Coon Lake Road, the storm water detention area and any other areas that it deems reasonable. The Committee may establish or dissolve other committees it deems reasonable and add or remove committee members as it so desires.

8. Similar dwellings shall have a minimum of four (4) lots between them. There shall be a limit of four (4) similar dwellings in all of Sundance Meadows. Architectural elements from Paragraph nine (9) may be utilized in case of duplicate plans, if, solely in the opinion of the Committee, such elements provide for architectural variety.

9. Some of the following aesthetic amenities shall be required by the Committee on front elevations and rear elevations to a lesser extent: Offsets in elevation lines, brick, stone, porches, shutters, pillars, posts, decorative railing, bay windows, arched windows, roof overhangs of twelve (12) inches or more, breaks in roof lines, hip roofs, gables and/or dormers.

10. Exterior building materials shall be brick, wood, stone and/or vinyl siding. Exterior color selections shall be subject to Committee approval. There shall be no more than twelve (12) inches of exposed concrete or block on front elevations, or on elevations with a walkout entrance. Roofs shall have a minimum pitch of six (6) vertical to twelve (12) horizontal on a minimum of fifty percent (50)% of roof surface area, except when this provision would cause the structure to exceed Governmental maximum height limitations. Roof vents shall be the same color as the roof. Plumbing stacks shall exit through the rear roof.

11. Each dwelling shall have an attached garage for a minimum of two (2) cars. Carports are not permitted. The driveway and any additional parking space between the attached garage and the street shall be paved prior to occupancy. Provided sufficient escrow is posted with a title insurance company or mortgage company, other arrangements for driveway paving may be approved by the Committee. Additional parking space and driveways connecting the main driveway and Accessory Structures may be gravel, subject to Committee approval of maximum area and location. All side entrance garages shall have at least one (1) window consistent with the front windows of the dwelling on the side facing the street.

12. No fencing shall be allowed on property lines. Decorative wood fencing, not exceeding forty-eight (48) inches in height or a total of sixty (60) feet in length, may be utilized as part of a

**DECLARATION OF DEED RESTRICTIONS  
SUNDANCE MEADOWS SUBDIVISION**

landscape scheme inside property lines. Fencing shall be allowed by the Committee for a pet run not exceeding two-hundred (200) square feet and/or within thirty (30) feet of a swimming pool. Wind break and hedge plantings, not exceeding fifty (50) feet in total length or six (6) feet in height, shall be allowed, except between the front building-line of the dwelling and the street. Location and design of fencing for pets or pools, and fencing exceeding sixty (60) feet in length, other wind breaks or hedges are subject to Committee approval. No lawn ornaments, sculptures or statutes shall be placed or permitted to remain on any lot without Committee approval.

13. No accessory structure, detached garage or outbuilding ("Accessory Structure") including pole buildings, shall be allowed on lots 1 through 10 and lots 23 through 42. One (1) Accessory Structure, not exceeding 800 square feet in area, shall be allowed on lots 11 through 22. Accessory Structures shall be located behind the rear building-line of the dwelling except where, in the opinion of the Committee, such location is not practical. Accessory Structure site plan, exterior appearance, orientation of doors, height, and construction materials must be approved by the Committee. Exterior materials, colors and minimum roof pitch from Paragraph ten (10) shall also apply to Accessory Structures. Metal, plastic and aluminum storage sheds are prohibited.

14. Above-ground swimming pools are prohibited unless they are erected as part of an integrated deck that is attached to the dwelling and/or are partially buried and, in the opinion of the Committee, will not be unsightly. Below grade pools shall be allowed with location and appearance subject to Committee approval.

15. Outdoor television and radio antennas are prohibited. Satellite dishes, not exceeding twenty-four (24) inches in diameter, of a color to blend with the surrounding area, may be mounted on the rear wall of the dwelling, or on the rear dwelling roof, with the top of the dish below the roof peak. Other satellite dishes and/or locations may be approved by the Committee if, in their opinion, sufficient screening is provided.

16. No sign, flag pole, basketball backboard, tennis court or other permanent fixtures shall be placed, erected, or maintained on any lot without Committee approval, except one (1) sign advertising the house on that lot for sale or lease.

**GENERAL RESTRICTIONS**

17. No unsightly condition shall be maintained on the grounds, or on any patio, porch or deck. Trash and refuse of any kind must be stored in an enclosed container that is kept out of sight, except for trash collection day. Each delivery of materials for construction and alteration of structures, after initial occupancy of a dwelling, may be stored outdoors, for periods not exceeding fifteen (15) days. No bicycles, chairs or other obstructions may be left unattended on or about the front yard.

18. Lawn seeding or sodding shall be completed within ninety (90) days after occupancy, or, if winter interferes, by the 31st of May following occupancy. Each lot owner shall have responsibility to mow and maintain the grounds and landscaping of their lot.

19. No trailers, boats, motor homes, campers, motorcycles, snowmobiles, all-terrain vehicles, inoperable vehicles, unlicensed or commercial vehicles (unless making deliveries or working upon the premises) may be parked or stored upon any lot, unless parked indoors. There shall be no on-street parking, except for guest's vehicles, if on-site parking areas are full.

20. No animals shall be kept or bred for commercial purposes. Animals commonly deemed to be household pets may be kept. Animals shall be treated humanely and properly restrained at all times. Buried or "invisible" type fencing may be used for pet confinement. Buried fencing shall be in the back yard only. Pets shall have care so they are not objectionable or offensive on account of noise, odor or unsanitary conditions.

21. Outdoor floodlights (or spotlights) shall be screened or directed to prevent glare. Use of floodlights activated by photocells or timers is prohibited. Floodlights activated by motion

sensors or other devices shall be properly maintained to prevent excessive activation. Manually switched floodlights may be left on only while necessary for outdoor activity. General illumination porch lights, not exceeding one-hundred-fifty (150) watts total per entrance door, may be used at any time.

22. No living trees measuring four (4) inches or more in diameter three (3) feet above the ground may be removed without Committee approval. It shall be the responsibility of each lot owner to maintain and preserve trees on their lot which are not removed as permitted in this paragraph.

23. A homeowner may conduct not more than one (1) household sale, including garage or yard sales, in a calendar year, and for no longer than four (4) consecutive days. In addition, the Association may provide for one (1) neighborhood sale per year, as it deems reasonable.

24. No improper or unlawful activity shall be carried out in any house or on any lot, nor shall anything be done which may become an annoyance or nuisance. Home based occupations shall be allowed, subject to Marion Township regulation. No firearms may be discharged within the area of the Plat.

#### **SIDEWALKS, ISLANDS, COMMON ELEMENTS, TRAILS, AND PARKS**

25. The right to install and maintain a sidewalk is reserved. Such sidewalk shall be located within the road right-of-way. Neither Developer nor Association shall be obligated to install such sidewalk. Such sidewalk, if and when installed shall be for the use and enjoyment of Association members, the public and members of Homeowners' Associations(s) of future subdivisions of the Developer. If such future development has boulevard islands, cul-de-sac islands, trails, parks, sidewalks or other common elements, then such elements may be available for reciprocal use and enjoyment of Association members and the public. Responsibility for such areas may be transferred and/or deeded to the Association. The boulevard island of Sundance Meadows road is within the public right-of-way to be dedicated to the Livingston County Road Commission. The Developer may elect to retain control of use and/or maintenance of some or all common elements, up to and including such time as all future phases or future development is completed.

#### **STORM WATER DRAINAGE AND DETENTION**

26. Property outside of the Plat owned by the Developer and described in attached Exhibit B is reserved for storm water detention and drainage. This property may be transferred and deeded to the Association, and/or may be consolidated with a Homeowners' Association for development of contiguous properties owned by the Developer. This property is also subject to easement of the Livingston County Drain Commissioner which shall perform maintenance within its easement area in accordance with the Commissioner's internal policies and regulations. The grade of any lot in the Plat may not be changed in any way that will interfere with the master drainage plan.

#### **WELL AND SEPTIC DISCLOSURE**

27. Public water and sanitary waste water disposal is not available and will not be available in the foreseeable future. Each dwelling will depend on on-site wells for water supply and septic systems for sewage disposal. Water samples from test wells indicate serious consideration should be given to installing filtering and/or water softener systems to remove iron and hardness. As with all dwellings in Livingston County that are approved for well and septic, minimum well capacity and maximum septic capacity is determined by the Livingston County Health Department for "normal" household usage. Prospective buyers should verify that the actual capacities installed, or to be installed, for their dwelling are adequate for their individual needs prior to purchasing. Wells, septic and related equipment are subject to failure if utilized beyond their design capacity or with normal usage over time. Costs of installation and maintenance of wells, septic, and related equipment shall be the responsibility of individual homeowners.

**DECLARATION OF DEED RESTRICTIONS  
SUNDANCE MEADOWS SUBDIVISION**

**RESTRICTIONS FROM THE LIVINGSTON COUNTY HEALTH DEPARTMENT**

28.1 No lot shall be used for other than a single family dwelling.

28.2 There shall be no future subdividing of any building lots which would utilize individual onsite sewage disposal and/or water supply systems.

28.3 "Sundance Meadows Phase I" Subdivision has been approved for 42 individual lots as described in Desine, Inc. site plan Job #7579XUI dated December 19, 1996. The wells and septics shall be located in the exact area as indicated on the preliminary plans as submitted.

28.4 All wells shall be drilled by a licensed Michigan well driller and be drilled to a depth that will penetrate a minimum of a 10 ft. protective clay barrier or be drilled to a minimum depth of 100 ft. if adequate clay protection is not encountered. The well shall be grouted the entire length of the casing. The average well depth will most likely be in excess of 150 ft.

28.5 The test wells used to determine onsite water supply adequacy have been drilled on Lots 1, 11, 24 and 64. If these wells are not intended for use as potable water supplies, they must be properly abandoned according to Part 127, Act 368 of the Groundwater Quality Control Act.

28.6 The test wells throughout the project which are not functionable must be abandoned according to Part 127, Act 368, P.A. 1976 of the Groundwater Quality Control Act. Written certification as to the abandonment of these wells by a licensed well driller must be submitted **prior to final plat approval.**

28.7 Well access for Lot 18 may be difficult due to steep slopes in the proposed well locations. Therefore, prior to issuance of any permit a detailed diagram must be submitted regarding access to this proposed location.

28.8 The reserve septic locations as designated on the preliminary plan on file at the Livingston County Health Department must be maintained vacant and accessible for future sewage disposal uses.

28.9 There shall be no underground utility lines located within the areas designated as active and reserve septic system areas.

28.10 The onsite sewage disposal systems for Lots 1, 2, 5-14, 16-21, 23-25, and 27-42 will require the excavation of slow permeable soils to a more permeable soil ranging between 2 ft. to 10 ft. in depth. Due to the fact that unsuitable soils will be excavated in the area and replaced with a clean sharp sand, the cost of the system may be higher than a conventional sewage disposal system.

28.11 Lots 15, 16, and 22 will require an enlarged system due to the heavy soil structure witnessed on these lots. Please refer to the soil conditions on file at Livingston County Health Department.

28.12 The engineer must give written certification that any additional grades, filling and/or land balancing that has taken place as part of the construction of the development has not affected the placement for either the active or reserve sewage disposal systems. This certification must be given stating that there has been no changes on any lots affected **prior to final plat approval.**

28.13 **Prior to final plat approval**, written engineer certification must be given which indicates that all storm drains which are within 25 ft. of the proposed active or reserve septics have been sealed with a watertight **premium joint material**. Primarily the storm drains between Lots 2 and 3, 6 and 7, and 16 and 17.

28.14 A 2400 sq. ft. area has been designated on each lot for the active and reserve sewage disposal systems to accommodate a typical three bedroom single family home. Proposed homes exceeding three bedrooms must show that sufficient area exists for both active and reserve sewage systems which meet all acceptable isolation distances.

**APPROVED**

Livingston County Health Department

Name Don Henry

Date 10-6-97

**DECLARATION OF DEED RESTRICTIONS  
SUNDANCE MEADOWS SUBDIVISION**

28.15 There shall be no activity within the regulated wetlands unless permits have been obtained from the Department of Environmental Quality.

28.16 All restrictions placed on "Sundance Meadows Phase I" Subdivision by the Livingston County Health Department are not severable and shall not expire under any circumstances unless otherwise amended or approved by the Livingston County Health Department.

**GENERAL PROVISIONS**

29. The covenants, conditions, restrictions, disclosures and general provisions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years unless seventy percent (70%) of the fee simple lot owners in Sundance Meadows vote to limit or remove the restrictions set forth herein. Livingston County Health Department restrictions shall be governed by Paragraph 28.16 set forth above.

30. This Declaration may be amended by an instrument signed by not less than seventy percent (70%) of the fee simple lot owners, except that, amendments made by the Developer during its ownership of lots, or while holding a financial interest in lots, shall not require the vote, signature or approval of any other lot owners. Any amendment must be recorded with the Livingston County Register of Deeds.

31. Uses and restrictions contained herein may require permits from, and may be subject to additional regulation by, Governmental agencies (Marion Township, Livingston County, etc.).

32. Sundance Meadows is the first phase of development of properties owned by the Developer. The Developer reserves the right to create additional subdivisions or additional phases adjacent to, or in the vicinity of Sundance Meadows. The covenants, conditions and restrictions of this Declaration shall not be binding upon property outside of Sundance Meadows. The restrictions for such subdivisions may be more or less stringent than those set forth herein. The Developer shall have the right to maintain a sales office, a business office, a construction office, models, storage areas and parking incident to development and sales, and may do so during the entire construction and sale period of this project or its additions.

33. Invalidation of any of these covenants, conditions or restrictions by judgment or court order shall in no wise affect any other provisions herein, which shall remain in full force and effect.

**DECLARATION OF DEED RESTRICTIONS  
SUNDANCE MEADOWS SUBDIVISION**

IN WITNESS WHEREOF, the undersigned, being all the parties with an ownership interest in Sundance Meadows (the Plat) have executed this Declaration on the 17th day of November, 1997.

WITNESSES:

Paula C. Reading  
Paula C. Reading  
Pamela R. Hendrickson  
Pamela R. Hendrickson

New Corp, a Michigan Corporation  
Land Contract Assignee

[Signature]  
By: Fred Brown, President  
3321 Sesame Dr.  
Howell MI 48843

Mega Dirt, Inc., a Michigan Corporation,  
Land Contract Assignor

[Signature]  
By: Fred Brown, President  
3321 Sesame Dr.  
Howell MI 48843

Cox Charitable Remainder Unitrust,  
Land Contract Vendee

Malcolm Cox  
By: Malcolm Cox, Trustee  
a/k/a, Malcolm H. Cox, Trustee  
1309 Fountain St.  
Ann Arbor MI 48103

STATE OF MICHIGAN )  
                                  ) S.S.  
COUNTY OF WASHTENAW )

Personally came before me this 17th day of November, 1997 Fred Brown, President of the above named corporations, to me known to be the person who executed the foregoing, and to me known to be President of said corporations, and Malcolm Cox, Trustee of the above named trust, to me known to be the person who executed the foregoing, and to me known to be Trustee of said trust on behalf of said trust as the free act and deed of said corporations and trust, by their authority.

Paula C. Reading  
Paula C. Reading  
Notary Public, Washtenaw County, Michigan  
My commission expires 12/21/98

Drafted by and when recorded return to: Fred Brown, President  
New Corp  
3321 Sesame Dr.  
Howell, MI 48843



## EXHIBIT

"A"

Situated in the Township of Marion, County of Livingston, State of Michigan:

Commencing at the Northwest corner of Section 26, T2N, R4E, Marion Township, Livingston County, Michigan; thence North 89 degrees 02' 20" East 635.04 feet along the North line of said section and the centerline of Coon Lake Road for a Place of Beginning; thence continuing North 89 degrees 02' 20" East 634.61 feet along said North line and centerline; thence South 00 degrees 14' 11" East 1314.70 feet along the East line of the West 1/2 of the Northwest 1/4 of said section; thence North 89 degrees 00' 34" East 89.28 feet along the North line of the South 1/2 of the Northwest 1/4 of said section; thence South 47 degrees 48' 45" West 311.55 feet; thence South 59 degrees 08' 40" West 66.84 feet; thence South 50 degrees 03' 44" West 91.77 feet; thence 75.57 feet along the arc of a 263.00 foot radius circular curve to the right through a central angle of 16 degrees 27' 49" and having a chord bearing South 58 degrees 17' 39" West 75.31 feet; thence non-tangentially South 23 degrees 28' 27" East 326.86 feet; thence South 00 degrees 02' 00" East 338.30 feet; thence South 06 degrees 07' 37" East 66.38 feet; thence South 00 degrees 02' 00" East 273.71 feet; thence South 88 degrees 58' 49" West 1077.75 feet along the Northerly line of Sierra Grande, a subdivision as recorded in Liber 18 of Plats, pages 33 and 34, Livingston County Records to the West 1/4 corner of said section; thence North 00 degrees 02' 03" West 842.52 feet along the West line of said section; thence South 77 degrees 40' 40" East 92.51 feet; thence North 31 degrees 39' 16" East 339.43 feet; thence North 54 degrees 56' 56" East 286.26 feet; thence North 81 degrees 00' 25" East 91.02 feet; North 00 degrees 20' 20" West 332.02 feet; thence North 89 degrees 39' 40" East 267.69 feet; thence North 00 degrees 20' 20" West 66.00 feet; thence South 89 degrees 39' 40" West 267.69 feet; thence North 00 degrees 20' 20" West 476.59 feet; thence North 06 degrees 28' 44" East 419.24 feet; thence North 00 degrees 57' 40" West 60.00 feet to the Place of Beginning. Being a part of the Northwest 1/4 and a part of the Southwest 1/4 of Section 26, T2N, R4E, Marion Township, Livingston County, Michigan.

## EXHIBIT

"B"

Commencing at the Northwest Corner of Section 26, T2N, R4E, Marion Township, Livingston County, Michigan; thence N89°02'20"E 635.04 feet along the North line of said section and the centerline of Coon Lake Road; thence S06°28'44"W 33.00 feet to the south Right of Way line of Coon Lake Road for a PLACE OF BEGINNING; thence continuing S00°57'40"E 27.00 feet; thence S06°28'44"W 10.08 feet; thence S89°02'20"W 93.42 feet; thence S28°13'59"W 62.01 feet; thence S79°27'40"W 194.29 feet; thence S00°57'40"E 53.32 feet; thence S89°02'20"E 44.21 feet; thence S62°49'55"E 87.17 feet; thence S35°44'57"E 90.67 feet; thence N89°02'20"E 109.32 feet; thence S06°28'44"W 151.65 feet; thence S00°20'20"E 187.76 feet; thence N63°26'51"W 126.21 feet; thence S00°00'00"W 157.05 feet; thence S89°39'40"W 279.72 feet; thence N00°57'40"E 726.13 feet to the south Right of Way line of Coon Lake Road; thence N89°02'20"E 432.52 feet along said right of way line to the Point of Beginning. Being a part of the Northwest 1/4 of Section 26, T2N, R4E, Marion Township, Livingston County, Michigan, containing 5.48 acres of land, more or less, being subject to easements and restrictions of record, if any.