

THIS DECLARATION, made on the date hereinafter set forth by Pulte Homes of Michigan Corporation, a Michigan corporation and Michigan Bank, National Association, a National Banking Association, hereinafter/collectively referred to as

"Declarant". Whose addresses are 6400 Farmington Road, West Bloomfield, Michigan 48033 and 500 Griswold Street, Detroit, Michigan 48226 respectively.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Farmington Hills, County of Oakland,

State of Michigan, which is more particularly described as:

Farmington Green No. 1,

part of the Southwest 1/4 of Section 9, T.1N., R.9E., City of Farmington Hills, Oakland County, Michigan, comprising of Lots 1 through 52, both inclusive, and two Private Parks; Commencing at the Southwest corner of said Section 9, thence along the West line of said Section 9, N.00°04'56"W., 466.37 feet to the Point of Beginning; thence continuing along the west line of said Section 9, N.00°04'56"W., 290.00 feet; thence S.89°50'38"E., 320.58 feet; thence S.71°24'32"E., 63.24 feet; thence S.89°50'38"E., 120.00; thence N.00°09'22"E., 300.00 feet; thence N.24°18'49"E., 104.15 feet; thence N.58°48'32"E., 52.91 feet; thence N.82°00'00"E., 195.73 feet; thence S.09°40'00"E., 122.53 feet; thence S.52°50'05"E., 82.26 feet; thence S.09°40'00"E., 110.00 feet; thence S.56°45'33"E., 331.32 feet; thence S.30°28'40"E., 110.00 feet; thence S.29°10'56"E., 60.02 feet; thence S.37°08'14"E., 113.42 feet; thence S.00°04'51"E., 490.00 feet to the south line of said Section 9; thence along the south line of said Section 9, N.89°50'38"W., 851.16 feet; thence N.00°04'56"W., 466.38 feet; thence N.89°50'38"W., 467.00 feet to the West line of said Section 9 and the Point of Beginning and contains 20.936 acres.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, <sup>personal representatives</sup> successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Farmington Green Homeowner's Association, Inc., its successors and assigns. Said Association shall be incorporated prior to the sale of any of the lots in Farmington Green No. 1 Sub., but in any event within ninety (90) days following the recording of the final plat of Farmington Green.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

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LINDA ALLEN  
CLERK - PLATS DEPT OF DEEDS

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) <sup>/operated and maintained</sup> owned, by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

An area to be known as Bunker Hill Park East, part of the Southwest 1/4 of Section 9, Town 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan, described as commencing at the Southwest corner of said Section 9, South 89 degrees 50 minutes 38 seconds East 2635.81 feet along the South line of said Section 9 and North 00 degrees 04 minutes 00 seconds West 60.00 feet to the point of beginning; thence North 89 degrees 50 minutes 38 seconds West 170.00 feet, thence North 00 degrees 04 minutes 00 seconds West 269.33 feet; thence North 89 degrees 56 minutes 00 seconds East 110.00 feet; thence North 00 degrees 04 minutes 00 seconds West 179.63 feet; thence North 23 degrees 07 minutes 21 seconds West 169.96 feet; thence North 42 degrees 56 minutes 36 seconds West 150.45 feet; thence North 00 degrees 09 minutes 22 seconds East 446.65 feet; thence North 28 degrees 59 minutes 16 seconds West 44.54 feet; thence along a curve concave to the Northwest having a radius of 249.29 feet, an arc distance of 25.00 feet, and chord bearing North 58 degrees 08 minutes 21 seconds East 24.99 feet; thence South 34 degrees 44 minutes 01 second East 110.00 feet; thence North 46 degrees 59 minutes 33 seconds East 150.72 feet; thence North 58 degrees 54 minutes 35 seconds East 63.70 feet to a point on the North-South 1/4 line of said Section 9; thence along said line South 00 degrees 04 minutes 00 seconds East 1260.09 feet to the point of beginning and contains 199,491 square feet or 4.579 acres, more or less.

-AND-

An area to be known as White Plains Park, part of the Southwest 1/4 of Section 9, Town 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan, described as commencing at the Southwest corner of said Section 9 South 89 degrees 50 minutes 38 seconds East 467.00 feet along the South line of said Section 9 and North 00 degrees 04 minutes 56 seconds West 60.00 feet to the point of beginning, thence North 00 degrees 04 minutes 56 seconds West 116.38 feet; thence South 89 degrees 50 minutes 38 seconds East 151.31 feet; thence North 81 degrees 32 minutes 40 seconds East 99.82 feet; thence North 66 degrees 25 minutes 01 minute East 99.81 feet; thence North 51 degrees 15 minutes 24 seconds East 99.81 feet; thence North 45 degrees 02 minutes 49 seconds East 57.13 feet; thence North 87 degrees 05 minutes 27 seconds East 53.32 feet; thence North 03 degrees 15 minutes 03 seconds West 110.00 feet; thence along a curve concave to the North, having a radius of 335.00 feet, an arc distance of 35.00 feet and chord bearing North 83 degrees 45 minutes 22 seconds East 34.98 feet; thence South 14 degrees 11 minutes 46 seconds East 78.67 feet; thence South 00 degrees 04 minutes 51 seconds East 315.00 feet to a point on a line 60.00 feet North of and parallel to the South line of said Section 9; thence along said line, North 89 degrees 50 minutes 38 seconds West 561.16 feet to the point of beginning and contains 102,791 square feet or 2.360 acres, more or less.

-AND-

An area to be known as Bunker Hill Park West, part of the Southwest 1/4 of Section 9, Town 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan, described as commencing at the Southwest corner of said Section 9 South 89 degrees 50 minutes 38 seconds East 2285.81 feet along the South line of said Section 9 and North 00 degrees 04 minutes

00 seconds West 60.00 feet to the point of beginning; thence North 00 degrees 04 minutes 00 seconds West 224.65 feet; thence North 89 degrees 56 minutes 00 seconds East 120.00 feet; thence along a curve concave to the West, having a radius of 258.75 feet, an arc distance of 68.59 feet, and chord bearing South 07 degrees 31 minutes 40 seconds West 68.39 feet; thence along a curve to the left, having a radius of 600.00 feet, an arc distance of 159.06 feet and chord bearing South 07 degrees 31 minutes 40 seconds West 158.59 feet; thence North 89 degrees 50 minutes 38 seconds West 90.00 feet to the point of beginning and contains 16,077 square feet or 0.369 acres, more or less.

- AND -

An area to be known as Valley Forge Park, part of the Southwest

1/4 of Section 9, Town 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan, described as commencing at the West 1/4 corner of said Section 9, thence along the West line of said Section 9, South 08 degrees 04 minutes 56 seconds East 630.00 feet; thence North 89 degrees 55 minutes 04 seconds East 60.00 feet to the point of beginning thence North 89 degrees 55 minutes 04 seconds East 90.00 feet thence South 80 degrees 10 minutes 32 seconds East 47.61 feet; thence South 31 degrees 12 minutes 21 seconds East 36.48 feet; thence South 00 degrees 04 minutes 47 seconds West 158.71 feet; thence South 20 degrees 40 minutes 27 seconds East 94.63 feet; thence South 32 degrees 09 minutes 56 seconds East 93.75 feet; thence South 47 degrees 00 minutes 29 seconds East 93.75 feet; thence South 61 degrees 51 minutes 01 second East 93.75 feet; thence South 76 degrees 41 minutes 33 seconds East 93.75 feet; thence South 87 degrees 48 minutes 17 seconds East 46.73 feet; thence North 87 degrees 03 minutes 57 seconds East 95.57 feet; thence North 60 degrees 20 minutes 00 seconds East 244.20 feet; thence North 56 degrees 49 minutes 49 seconds East 88.15 feet; thence North 46 degrees 05 minutes 00 seconds East 51.08 feet; thence North 48 degrees 06 minutes 05 seconds West 110.00 feet; thence along a curve to the left, having a radius of 240.00 feet, a central angle of 7 degrees 09 minutes 40 seconds an arc of 30.00 feet and a chord bearing North 38 degrees 19 minutes 03 seconds East 29.98 feet; thence South 55 degrees 15 minutes 48 seconds East 110.00 feet; thence North 26 degrees 58 minutes 14 seconds East 137.30 feet; thence North 00 degrees 04 minutes 47 seconds East 427.84 feet; thence North 19 degrees 28 minutes 35 seconds East 44.13 feet; thence South 89 degrees 55 minutes 13 seconds East 128.34 feet; thence North 00 degrees 04 minutes 47 seconds East 110.00 feet; thence South 89 degrees 55 minutes 13 seconds East 30.00 feet; thence South 00 degrees 04 minutes 47 seconds West 110.00 feet; thence South 89 degrees 55 minutes 13 seconds East 90.00 feet; thence South 82 degrees 47 minutes 43 seconds East 80.62 feet; thence South 00 degrees 04 minutes 47 seconds West 555.85 feet; thence South 19 degrees 28 minutes 05 seconds East 66.75 feet; thence South 36 degrees 29 minutes 17 seconds East 66.80 feet; thence South 61 degrees 38 minutes 21 seconds East 132.12 feet; thence North 11 degrees 45 minutes 38 seconds East 114.76 feet; thence along a curve to the left, having a radius of 115.00 feet, a central angle of 10 degrees 28 minutes 40 seconds an arc of 21.03 feet and a chord bearing South 83 degrees 28 minutes 30 seconds East 21.00 feet; thence South 00 degrees 04 minutes 47 seconds East 110.02 feet; thence South 89 degrees 55 minutes 13 seconds East 211.55 feet; thence North 50 degrees 32 minutes 22 seconds East 134.88 feet; thence North 24 degrees 03 minutes 31 seconds East 102.99 feet; thence North 00 degrees 04 minutes 47 seconds East 485.03 feet; thence North 06 degrees 25 minutes 12 seconds East 80.49 feet; thence South 89 degrees 55 minutes 13 seconds East 181.11 feet; thence North 00 degrees 04 minutes 47 seconds East 110.00 feet; thence South 89 degrees 55 minutes 13 seconds East 30.00 feet; thence South 00 degrees 04 minutes 47 seconds West 110.00 feet; thence South 89 degrees 55 minutes 13 seconds East 77.42 feet; thence South 41 degrees 03 minutes 20 seconds East 44.10 feet; thence South 00 degrees 04 minutes 00 seconds East 775.29 feet; thence South 45 degrees 04 minutes 00 seconds East 35.35 feet; thence North 89 degrees 56 minutes 00 seconds East 85.00 feet; thence South 00 degrees 04 minutes 00 seconds East 45.11 feet; thence along a curve to the right having

a radius of 189.29 feet, a central angle of 59 degrees 31 minutes 35 seconds an arc of 196.66 feet and a chord bearing South 29 degrees 41 minutes 47 seconds West 187.94 feet; thence North 36 degrees 52 minutes 53 seconds West 78.35 feet; thence North 53 degrees 37 minutes 54 seconds West 97.51 feet; thence North 70 degrees 41 minutes 42 seconds West 103.58 feet; thence North 89 degrees 50 minutes 38 seconds West 329.96 feet; thence South 74 degrees 20 minutes 33 seconds West 93.89 feet; thence South 57 degrees 16 minutes 44 seconds West 48.76 feet; thence South 32 degrees 43 minutes 16 seconds East 110.00 feet; thence along a curve to the left, having a radius of 215.00 feet, a central angle of 15 degrees 59 minutes 22 seconds an arc of 60.00 feet and a chord bearing South 49 degrees 17 minutes 03 seconds West 59.80 feet; thence North 48 degrees 42 minutes 38 seconds West 110.00 feet; thence South 32 degrees 45 minutes 28 seconds West 96.34 feet; thence South 17 degrees 07 minutes 31 seconds West 96.82 feet; thence South 00 degrees 09 minutes 22 seconds West 309.42 feet; thence South 17 degrees 56 minutes 11 seconds West 51.81 feet; thence South 71 degrees 25 minutes 23 seconds West 97.09 feet; thence South 87 degrees 25 minutes 48 seconds West 85.71 feet; thence South 76 degrees 44 minutes 28 seconds West 91.01 feet; thence South 62 degrees 06 minutes 56 seconds West 90.64 feet; thence South 55 degrees 24 minutes 43 seconds West 157.14 feet; thence South 72 degrees 14 minutes 47 seconds West 64.39 feet; thence South 06 degrees 30 minutes 06 seconds East 110.00 feet; thence along a curve to the right, having a radius of 275.00 feet, a central angle of 15 degrees 27 minutes 51 seconds an arc of 74.22 feet and a chord bearing North 88 degrees 46 minutes 10 seconds West 74.00 feet; thence North 08 degrees 57 minutes 45 seconds East 110.00 feet; thence North 65 degrees 29 minutes 15 seconds West 62.44 feet; thence North 47 degrees 54 minutes 37 seconds West 61.29 feet; thence North 25 degrees 49 minutes 31 seconds West 61.29 feet; thence North 01 degree 13 minutes 27 seconds West 123.35 feet; thence North 43 degrees 43 minutes 15 seconds East 37.50 feet; thence North 75 degrees 07 minutes 33 seconds East 65.90 feet; thence North 80 degrees 20 minutes 00 seconds East 121.03 feet; thence North 67 degrees 31 minutes 19 seconds East 104.34 feet; thence North 51 degrees 20 minutes 00 seconds East 333.36 feet; thence North 47 degrees 07 minutes 50 seconds East 100.43 feet; thence North 18 degrees 39 minutes 59 seconds East 113.72 feet; thence North 09 degrees 20 minutes 13 seconds West 113.72 feet; thence North 36 degrees 39 minutes 41 seconds West 96.00 feet; thence South 51 degrees 20 minutes 00 seconds West 110.00 feet; thence North 38 degrees 40 minutes 00 seconds West 60.00 feet; thence North 51 degrees 20 minutes 00 seconds East 110.00 feet; thence North 38 degrees 40 minutes 00 seconds West 63.02 feet; thence North 56 degrees 52 minutes 13 seconds West 92.52 feet; thence North 84 degrees 05 minutes 09 seconds West 111.35 feet; thence South 68 degrees 41 minutes 55 seconds West 90.80 feet; thence South 51 degrees 20 minutes 00 seconds West 282.16 feet; thence South 75 degrees 35 minutes 00 seconds West 62.99 feet; thence South 82 degrees 00 minutes 00 seconds West 264.76 feet; thence South 66 degrees 26 minutes 48 seconds West 101.90 feet; thence South 53 degrees 40 minutes 11 seconds West 91.81 feet; thence South 40 degrees 53 minutes 34 seconds West 91.81 feet; thence South 28 degrees 06 minutes 57 seconds West 91.81 feet; thence South 15 degrees 20 minutes 20 seconds West 100.55 feet; thence South 00 degrees 19 minutes 22 seconds West 340.58 feet; thence North 89 degrees 50 minutes 38 seconds West 150.58 feet to a point on a line 60.00 feet East of and parallel to the West line of said Section 9; thence along said line, North 00 degrees 04 minutes 56 seconds West 1258.33 feet to the point of beginning, and contains 1,301,225 square feet or 29.872 acres, more or less.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Pulte Homes of Michigan

Corporation, its successors and assigns if such successors or

assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to <sup>all of</sup> the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association<sup>\*</sup> to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.\*\*

No such dedication or transfer<sup>accepted as noted above</sup> shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

\*To adopt reasonable rules and regulations for the use of the common area, including but not limited to, the right to place limitations on the number of guests

\*\*The Declarant reserves the right to grant easements within the Commons Area for the installation, repair and maintenance of water mains, sewers, storm water retention basins, drainage courses and other public utilities, provided that such utilities shall be installed in such manner as to minimize damage to the natural features of the Commons Area as determined by the Declarant. This right will automatically cease upon the recording of the last subdivision which will become subject to this Declaration or on December 31, 1984 which ever is sooner.

Section 3. General Restrictions.

The following restrictions are hereby placed on all Lots in Farmington Green No. 1:

(a) Antennae. No exterior antennae shall be erected or maintained on any Lot or improvement thereon in Farmington Green No. 1, except that each Lot Owner shall be entitled to erect one television antennae on the exterior of his residence for the sole use of the Lot Owner and his family.

(b) Insurance Rates. Nothing shall be done or kept in Farmington Green No. 1 which will increase the rate of insurance on any Association Property without the approval of the Board, nor shall anything be done or kept in Farmington Green No. 1 which would result in the cancellation of insurance on any Association Property or which would be in violation of any law.

(c) Lot Divisions. No lot in said subdivision may be divided, provided, however, that the Declarant may approve the division of a vacant lot where a portion of said vacant lot is to be combined with an adjoining lot and which thereafter shall be considered to be a part of said adjoining lot for all purposes including voting rights.

(d) Signs. No sign of any kind shall be displayed to the public view without the approval of the Architectural Committee, except such signs as may be used by Declarant in connection with the development of Farmington Green No. 1 and sale of residences and Lots and except such signs of customary and reasonable dimensions as set forth by the Committee as may be displayed on or from a residence advertising the residence for sale or lease. All signs, except such signs as may be used by Declarant, shall be placed on the exterior of the residence parallel to the exterior wall. Any "For Sale" or "For Lease" signs not more than three (3) feet by two (2) feet, plain white with black block letters, shall not require committee approval.

(e) Animals. No animals of any kind shall be raised, bred or kept, except that a reasonable number of dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. A "Reasonable Number" as used in this Section shall ordinarily mean no more than two (2) pets per household, provided, however, that the Association (or the Architectural Committee or such other person or entity as the Association may from time to time designate) may determine that a Reasonable Number in any instance may be more or less.

(f) Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any property within Farmington Green No. 1 and no odors shall be permitted to arise therefrom so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to

any other property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any such property without the prior written approval of the Board of Directors of Farmington Green Homeowner's Association, Inc.

(g) Exterior Maintenance and Repair. No Improvement upon any property within Farmington Green No. 1 shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair. All other maintenance, repair and upkeep shall be the responsibility of the Owner of the property in need thereof.

(h) Appearance of Lot. No garbage or trash containers may be placed in the front of the property for more than a twenty-four (24) hour period. No wash poles or lines or clothing shall be permitted in front or side yard area. The premises shall be kept free of unsightly weeds and trash at all times, and grass shall not be permitted to exceed six (6) inches in length.

(i) Utilities. All utilities including electric, telephone and television cable lines shall be underground.

(j) Site Maintenance. The area between the right of way line of the street and edge of the curb including the sidewalks, shall be maintained by the abutting property Owner. (Except along the Mile Roads and then this area shall be maintained by the Association.)

(k) Violation of Farmington Green No. 1 Rules. There shall be no violation of the Farmington Green No. 1 Rules once adopted by the Board after Notice and Hearing. If any Owner, his family, or any licensee, lessee or invitee violates the Farmington Green No. 1 Rules, the Board may suspend the right of such person to use the Association properties, under such conditions as the Board may specify, for a period not to exceed thirty (30) days for each violation. Before invoking any suspension, the Board shall give such person Notice and Hearing. In the event any Owner of any Lot shall violate any Farmington Green No. 1 Rule or regulation which shall result in damage to any part of the Common Area or Improvements thereon, the Board of Directors shall have the right after Notice and Hearing and to the extent allowed by the laws of the State of Michigan to assess the cost of repair of such damages against the Lot of the Owner or Owners responsible for such damage. Such assessment shall be added to and become a part of the Assessment to which such Lot is subject.

(l) Drainage. There shall be no interference with the established drainage pattern over any property within Farmington Green No. 1 unless adequate provision is made for proper drainage and is approved by the Architectural Committee. For the purposes hereof, "Established Drainage" is defined as the drainage which exists at the time the overall grading of any Association Property is completed, or which is shown on any plans approved by the Architectural Committee. A permanent easement across the Common Area for drainage purposes is hereby granted.

(m) No Hazardous Activities. No activities shall be conducted on any Property and no Improvements constructed on any property which are or might be unsafe or hazardous to any Person or property.

(n) Separate Structures. Any structure erected on the premises other than the dwelling house, shall conform architecturally to the dwelling house and the plans shall be submitted to the Architectural Committee for approval.

(o) Improvements and Alterations. There shall be no excavation or construction or alteration which in any way alters the exterior appearance of any Improvement within Farmington Green No. 1, nor removal of any Improvement in Farmington Green No. 1 (other than repairs or rebuilding pursuant to Section 3 (g) hereof) without the prior approval of the Architectural Committee pursuant to Article V hereof.

(p) Residential Use; Rentals. No residence shall be used for any purposes other than single-family residential purposes. Declaration shall not prevent the rental of property within a Residential Area by the Owner thereof for residential purposes, subject to all the provisions of the Farmington Green No. 1 Restrictions.

(q) Vehicle Storage and Repair. No house trailer, camping trailer, hauling trailer, running gear or boat or accessories thereto, truck or pickup or van or camper van, shall be parked, stored, repaired, or maintained on any Lot except within a private garage. This restriction shall not apply to commercial or other vehicles making business or service calls or deliveries to the residents or Owners of Lots or to the Association or to contractors within the Properties.

(r) Exemption of Declarant. Nothing in the Farmington Green No. 1 Restrictions shall limit the right of Declarant to complete excavation, grading and construction of Improvements to any property within Farmington Green No. 1 owned by Declarant, or to alter the foregoing or to construct such additional Improvements as Declarant deems advisable in the course of development of Farmington Green No. 1 so long as any Lot in Farmington Green No. 1 remains unsold, or to use any structure in Farmington Green No. 1 as a model home or real estate sales or leasing office. Declarant need not seek or obtain Architectural Committee approval of any Improvement constructed or placed by Declarant on any property in Farmington Green No. 1 owned by Declarant so long as the Improvement constructed or placed by Declarant does not substantially deviate from the general architectural scheme. The rights of Declarant hereunder and elsewhere in these restrictions may be assigned by Declarant.

#### Section 4. Easements.

(a) Reciprocal Easements. The Declarant hereby reserves for itself so long as it shall own one or more Lots, and for the Association, without limitation, their successors and assigns, a right of way and easement for maintenance and repair of all Common Area Improvements, and the installation, inspection and replacement of utility lines, including but not limited to, water lines, sewer lines, gas lines, telephone lines, television cable antenna lines and such other utility lines and incidental equipment thereon, over, under and across the Common Area and

that portion of any Lot situate between any Lot Improvement and the street adjacent thereto. Declarant or Association shall, except in cases of emergency, furnish to all affected Owners twenty-four (24) hours notice before exercising the rights granted by this Article. Perpetual reciprocal easements for the aforementioned purposes shall exist both for the benefit and burden of all of the Owners.

(b) Easements for Encroachments. If any portion of a Lot Improvement encroaches upon the Common area, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist provided such encroachments do not exceed one foot within the boundaries of the Common Area and such encroachments do not touch any buildings or interfere with the use or enjoyment of any building or improvement on the Common Area. If any portion of the Common Area encroaches upon a Lot a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Area or the Lot.

(c) Reservation of Easements. Declarant reserves for itself and the purchasers of the existing and additional Farmington Green No. 1 property the use of the easements set forth in this Article II which are intended to and shall be for the benefit of all Owners, and no reference thereto need be made in any Deed, instrument of conveyance or any other instrument.

(d) Easement for Utilities. The Declarant hereby grants a right of way and easement for utility purposes including, but not limited to, water lines, sewer lines, gas lines, telephone lines, television cable antenna lines and such other utility lines and incidental equipment over, under and across the Common Area. Such utility easements and rights of way shall be binding upon the Declarant and the Association and their respective successors and assigns.

(e) Easement for Additional Common Area.

(i) Declarant expressly reserves the right to enlarge this project in accordance with the provisions of Article VI Section 4. Such addition(s) to this project shall be expressed in and by a duly recorded supplement to this Declaration and supplemental subdivision map, as may be required.

(ii) Each Owner of a Lot subject to this Declaration shall have a non-exclusive easement in common with all other Owners in the project for the use of all of the Common Area.

(f) Easements for Entrance Markers. The Declarant and Association reserve the right to construct, maintain and/or replace entrance markers within the following described areas: the Southerly 25 feet of the Westerly 25 feet of Lot 25, the Northerly 25 feet of the Westerly 25 feet of Lot 24, the Southerly 25 feet of the Westerly 25 feet of Lot 52, and the Southerly 25 feet of the Easterly 25 feet of Lot 1.

## ARTICLE III

## MEMBERSHIP AND VOTING RIGHTS

(including Declarant)

Section 1. Every owner/of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 1984.

## ARTICLE IV

## COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the

personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.\*

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be FIFTY dollars (\$50.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more

\*The owner further agrees by his acceptance of title to a Lot that the Association shall be vested with the right and power in its own name to take and prosecute all suits which may, in the opinion of the Association, be necessary or advisable for the collection of such delinquent assessments.

than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half ( $\frac{1}{2}$ ) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.\*

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence/within the property described on as to all Lots on the first Page 1 day of the month following the conveyance of the/~~Common Area~~ first lot within such property. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of  $\frac{8}{100}$  percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in

\*Assessments on unimproved and improved Lots owned by Declarant shall, notwithstanding anything to the contrary in the preceding sentence, be at a rate equal to twenty-five (25%) of the assessment rate applicable to Lots owned by owners other than Declarant. Declarant shall also, however, underwrite any difference between actual expenses of the Association and assessments levied (subject to annual assessment increases of 5%) until Association control passes to Class A Members.

lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE V

### ARCHITECTURAL CONTROL

1. No building or other structure including swimming pools, shall be commenced, erected or maintained, nor shall any addition to or change or alteration to any structure be made except interior alterations, until the plan and specifications prepared by a competent architect showing the nature, kind, shape, height, materials, color scheme, location on lots and approximate cost of such structure and the grading plan of the lot to be built upon shall have been submitted to and approved in writing by the Association, and a copy of said plans and specifications as finally approved, lodged permanently with said Association.

2. No fence, garden wall, patio screen, dog run, pool enclosure, or other similar devices and/or structures shall be permitted until the plans and specifications thereof shall prior to start of construction, first have been submitted in writing to the Association and approved by the Association, provided, however, that in approving any of the plans and specifications of the herein above mentioned devices and/or structures the Association may require suitable screening with adequate shrubs, landscape materials or other modifications. In approving any of the above mentioned devices, in this Paragraph B. 2., the Association shall take into consideration the factors stated in the following paragraph:

A dog run may be approved subject to all the above provided that said dog run is attached to the rear of the main structure, does not extend beyond the side yard building lines of the main structure, and does not exceed 54 inches in height. Patio screens may be approved subject to all of the above provided that said patio screen is attached to the rear of the main structure, does not exceed 6 feet in height, 16 feet in depth and 32 feet in width. In any event, no fence shall be permitted in the front yard or in either side yard except an ornamental fence not exceeding 3 feet in height. The front and side yards shall include all of the areas from the front lot line back to the rear corner of the building closest to each side lot line. (Rear yard enclosures on lots adjoining open space or the Commons Area shall not be permitted.) The Declarant hereby expressly states its intention to maintain the open character of this residential area, and further expressly states its intention to discourage yard enclosures. A fence will be permitted to be erected around any privately owned swimming pool as a safety precaution or in accordance with ordinances regulating the construction and use of swimming pools.

Swimming pools are considered structures as defined under Paragraph B. 1. hereof. Only "In ground" pools will be approved in the Subdivision. Nonportable, above ground swimming pools will not be permitted. "Above ground" pool is defined as being a swimming pool which projects 18" or more above grade on any side.

Therefore, the following will apply: For aesthetic and safety reasons, no above-ground swimming pools will be allowed in Farmington Green No. 1 Subdivision. However, children's pools that comply to the following requirements will be considered wading pools and not above ground pools: any pool having a retaining wall no higher than 18" from ground level to the top edge of the retainer, covering no more than 125 square feet of ground surface, being a type that can be readily emptied, not requiring filtering equipment, and being in use only during the period from May 1st through October 1st.

3. The Association shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable in its sole opinion for aesthetic or other reasons; and in so passing upon such plans, specification and grading, it shall have the right to take into consideration the suitability of the proposed building or other structure to be built on the site upon which it is proposed to erect the same. It is understood and agreed that the purpose of this paragraph is to cause the platted lands to develop into a beautiful aesthetic, private residential area, and if a disagreement on the points set forth in this paragraph should arise, the decision of the Association shall control and be binding on all parties.

4. In the event that Association shall have failed to approve or disapprove such plans and location within 10 days after the same shall have been delivered to the Association, however, then such approval will not be required provided the plans and location on the lots conform to these restrictions and any zoning law applicable thereto.

5. In any case, with or without the approval of the Association no dwelling shall be permitted on any lot in the subdivision unless it complies with the existing ordinances of City of Farmington Hills, as to square footage, height, size, etc.

6. No building on any of said lots shall be erected that is not in full conformance with the set-back requirements of the Zoning Ordinance of City of Farmington Hills.

## ARTICLE VI

### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions 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 be automatically extended for successive periods of ten (10) years. This Declaration may be amended during

the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation.

(a) Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

(b) Additional land within the area described as:

A parcel of land lying in the S.W. 1/4 Section 9, T.1N., R.9E., City of Farmington Hills, Oakland County, Michigan described as Beginning at the W. 1/4 Corner of said Section 9; thence along the East, West 1/4 line of said Section 9, S.89°55'13"E., 2636.53 feet to the center post of said Section 9; thence along the North, South 1/4 line of said Section 9, S.00°04'00"E., 2647.97 feet to the South 1/4 Corner of said Section 9; thence along the South line of said Section 9, N.89°50'38"W., 350.00 feet; thence N.00°04'00"W., 500.00 feet; thence N.89°50'38"W., 967.77 feet; thence S.00°04'51"E., 500.00 feet to the South line of said Section 9; thence along said South line, N.89°50'38"W., 851.16 feet; thence N.00°04'56"W., 466.38 feet; thence N.89°50'38"W., 467.00 feet to the West line of said Section 9; thence N.00°04'56"W., 2178.08 feet to the West 1/4 Corner of said Section 9, the point of Beginning, and contains 6,274,179 square feet or 144.033 acres.

LESS

Farmington Green, part of the Southwest 1/4 of Section 9, T.1N., R.9E., City of Farmington Hills, Oakland County, Michigan, comprising of Lots 1 through 52, both inclusive, and two Private Parks; Commencing at the Southwest corner of said Section 9, thence along the West line of said Section 9, N.00°04'56"W., 466.37 feet to the Point of Beginning; thence continuing along the west line of said Section 9, N.00°04'56"W., 290.00 feet; thence S.89°50'38"E., 320.58 feet; thence S.71°24'32"E., 63.24 feet; thence S.89°50'38"E., 120.00; thence N.00°09'22"E., 300.00 feet; thence N.24°18'49"E., 104.15 feet; thence N.58°48'32"E., 52.91 feet; thence N.82°00'00"E., 195.73 feet; thence S.09°40'00"E., 122.53 feet; thence S.52°50'05"E., 82.26 feet; thence S.09°04'00"E., 110.00 feet; thence S.56°45'33"E., 331.32 feet; thence S.30°28'40"E., 110.00 feet; thence S.29°10'56"E., 60.02 feet; thence S.37°08'14"E., 113.42 feet; thence S.00°04'51"E., 490.00 feet to the south line of said Section 9; thence along the south line of said Section 9, N.89°50'38"W., 851.16 feet; thence N.00°04'56"W., 466.38 feet; thence N.89°50'38"W., 467.00 feet to the West line of said Section 9 and the Point of Beginning and contains 20.936 acres.

may be annexed by the Declarant without the consent of members until December 31, 1984, or until Declarant loses voting control of the Association as provided in Article III, whichever shall first occur, and provided that the VA determines that the annexation is in accord with the general plan heretofore approved by it.

Should the Declarant develop or subdivide additional land within the area described above and subject such new development or subdivision to restrictions substantially in the form herein before imposed upon Farmington Green No. 1 Subdivision, including requirements for the payment of maintenance charges and the requirement for mandatory membership in the Farmington Green Homeowners Association, said land may be incorporated with

Farmington Green No. 1 Subdivision in one development for the purpose of the interpretation and enforcement of these restrictions, at the option of the Declarant. Should the Declarant elect to exercise this option, it shall so provide in the Declaration of Restrictions applicable to said new development or subdivision. In such event, these restrictions and those applicable to the new development or subdivision shall be considered to be reciprocal negative easements thus making the restrictions applicable herein enforceable by property owners in the new land and restrictions applicable to said new land enforceable by property owners of Farmington Green No. 1 Subdivision.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

## ARTICLE VII

### POWERS AND DUTIES OF THE ASSOCIATION

Section 1. Association Duties. The Association shall have the obligation, subject to and in accordance with the Farmington Green No. 1 Restrictions, to perform each of the following duties for the benefit of the Owners of each Lot within Farmington Green No. 1.

(a) Association Property. To accept and exercise jurisdiction over all property, real and personal, conveyed free and clear of all liens and encumbrances to the Association by Declarant, including (1) Common Areas, (2) easements for operation and maintenance purposes over any common Areas, and (3) easements for the benefit of Association Members within the Common Areas.

(b) Title to Property Upon Dissolution. To convey, upon dissolution of the Association, the assets of the Association to an appropriate public agency or agencies to be used for purposes similar to those for which the Association was created, or to a non profit corporation, association, trust or other organization organized and operated for such similar purposes.

(c) Operation of Common Areas. To operate and maintain, or provide for the operation and maintenance of all Common Areas designated by Declarant on the subdivision map or in which it owns easements either for operation and maintenance purposes or for the benefit of Association Members; and to keep all Improvements of whatever purpose from time to time located thereon in good order and repair.

(d) Payment of Taxes. To pay all real property taxes and Assessments levied upon any property conveyed, leased or otherwise transferred to the Association,

to be contested or compromised by the Association; provided, however, that they are paid or a bond insuring the payment is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes.

~~(e) Insurance.~~ To obtain and maintain in force at all times the following policies of insurance:

(1) Fire and extended coverage insurance on all Improvements owned by the Association, the amount of such insurance to be not less than eighty percent (80%) of the aggregate full insurable value, meaning actual replacement value exclusive of the cost of excavations, foundations and footings.

(2) Bodily injury liability insurance, with limits of not less than One Hundred Thousand Dollars (\$100,000.00) per person and Three Hundred Thousand Dollars (\$300,000.00) per occurrence, and property damage liability insurance with a deductible of not more than One Thousand Five Hundred Dollars (\$1,500.00) and a limit of not less than Fifty Thousand Dollars (\$50,000.00) per occurrence, insuring against liability for bodily injury, death and property damage arising from the activities of the Association or with respect to property under its jurisdiction, including, if obtainable, a cross-liability endorsement insuring each insured against liability to each other insured.

(3) Workmen's compensation insurance to the extent necessary to comply with any applicable laws.

(4) A fidelity bond in the penal amount of Fifteen Thousand Dollars (\$15,000.00) or more, naming the Members of the Board and the Manager, and such other Persons as may be designated by the Board, as principals and the Association as obligee.

(5) Such other insurance, including indemnity and other bonds as the Board shall deem necessary or expedient to carry out the Association functions as set forth in the Farmington Green No. 1 Restrictions, the Articles and the Bylaws.

The liability insurance referred to above shall name as separately protected insureds, the Association, the Board, the Architectural Committee, and their representatives, Members and employees, with respect to any liability arising out of the maintenance or use of any Association Property. Every policy of insurance obtained by the Association shall contain an express

Board, the Architectural Committee, and their representatives, Members and employees.

(f) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association Properties, enforcement of the Farmington Green No. 1 Restrictions, or in performing any of the other duties or rights of the Association.

(g) Association Property Services. To pay for water, sewer, garbage, electrical, telephone, gas, maintenance, and gardening service, and other necessary utility or other services for the Association Properties.

(h) Recreational Facilities. To maintain and repair, to the extent deemed advisable by the Board, recreational facilities and all Improvements relating to such facilities.

(i) Contracts. Neither Declarant nor any agent of Declarant shall enter into any contract which would bind the Association or the Board thereof for a period in excess of One (1) year, unless reasonable cancellation provisions are included in such contract.

(j) Rule Making. To make, establish, promulgate, amend and repeal the Farmington Green No. 1 Rules.

(k) Enforcement of Restrictions and Rules. To perform such other acts, whether or not expressly authorized by the Farmington Green No. 1 Restrictions, as may be reasonably necessary to enforce any of the provisions of the Farmington Green No. 1 Restrictions and the Architectural Committee Rules.

(l) Other. To carry out the duties of the Association set forth in an Agreement for Planned Unit Development made between the Declarant and the City of Farmington Hills dated January 10, 1977, and recorded in Liber 6841, Pages 560 through 567, Oakland County Records, in the Farmington Green No. 1 Restrictions, and in the Association Articles and the Bylaws.

Section 2. Rules. The Board may adopt such rules as it deems proper for the use and occupancy of the Association Property. A copy of said rules, as they may from time to time be adopted, amended or repealed, must be mailed or otherwise delivered to each Owner, and may, but need not be, Recorded. Upon such mailing, delivery or Recordation, said rules shall have the same force and effect as if they were set forth in and were a part of the Farmington Green No. 1 Restrictions. In addition, as to any Owner having actual knowledge of any given rules, such rules shall have the same full force and effect and may be enforced against such Owner.

of the Board nor the Manager shall be personally liable to any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account or any act or omission of the Association, the Board, the Manager or any other representatives or employees of the Association, or the Architectural Committee, provided that such Board Member, or the Manager has, upon the basis of such information as may be possessed by him, acted in a reasonable and prudent manner. Nothing contained herein shall be construed to limit the liability of the Association.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hands and seals this 28th day of January, 1977.

WITNESSES:

Patti A. Balliet  
Patti A. Balliet  
Kathleen E. Muyskens  
Kathleen E. Muyskens

Declarant  
PULTE HOMES OF MICHIGAN CORPORATION,  
a Michigan Corporation  
By William J. Pulte  
William J. Pulte, President

Darleen A. Mahler  
Darleen A. Mahler  
Cynthia M. Ostroski  
Cynthia M. Ostroski

Declarant  
MICHIGAN BANK, NATIONAL ASSOCIATION,  
a National Banking Association  
By Thomas P. Stevens  
Thomas P. Stevens, Vice President  
By Felix L. Fliss  
Felix L. Fliss, Group Vice President

STATE OF MICHIGAN )  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 28th day of January, 1977, by William J. Pulte, President of PULTE HOMES OF MICHIGAN CORPORATION, a Michigan Corporation on behalf of the said corporation.

My commission expires  
11/12/80

Patti A. Balliet  
Patti A. Balliet  
Notary Public  
Oakland County, Michigan

STATE OF MICHIGAN )  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 28th day of January, 1977, by Thomas P. Stevens and Felix L. Fliss who are the Vice President and Group Vice President respectively of MICHIGAN BANK, NATIONAL ASSOCIATION, a National Banking Association on behalf of the said association.

My commission expires  
11/12/80

Patti A. Balliet  
Patti A. Balliet  
Notary Public  
Oakland County, Michigan

DRAFTED BY:  
WILLIAM J. PULTE  
6400 FARMINGTON RD  
WEST BLOOFIELD, MICH 48033

RETURN TO:  
SAME

FIRST AMENDMENT TO THE "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS" OF FARMINGTON GREEN NO. 1 SUBDIVISION RECORDED IN LIBER 6843 PAGE 135-153, OAKLAND COUNTY RECORDS.

1-9  
1-4

This Amendment to the Declaration of Covenants, Conditions and Restrictions for Farmington Green No. 1 Subdivision as recorded in Liber 6843, Page 135 through 153, inclusive, Oakland County Records, is made this 7th day of February, 1977, by and between PULTE HOMES OF MICHIGAN CORPORATION, a Michigan corporation, whose address is 6400 Farmington Road, West Bloomfield, Michigan 48033, and MICHIGAN BANK, NATIONAL ASSOCIATION, a National Banking Association, whose address is 500 Griswold Street, Detroit, Michigan 48226.

WITNESSETH:

This Amendment is based upon the following recitals:

A. Pulte Homes of Michigan Corporation and Michigan Bank, National Association executed a Declaration of Covenants, Conditions and Restrictions for Farmington Green No. 1 Subdivision dated January 28, 1977, and recorded February 4, 1977 in Liber 6843, Page 135 through 153, Oakland County Records (the "Agreement"). The Agreement covered property located in the City of Farmington Hills, Oakland County, Michigan, known as "Farmington Green No. 1, a subdivision of part of the Southwest 1/4 of Section 9, Town 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan according to the plat thereof as recorded in Liber 151, Pages 7, 8, 9, Oakland County Records.

B. The parties of this Amendment constitute the Owners of the fee simple title of one hundred (100%) percent of the lots of Farmington Green No. 1 Subdivision, which is greater than the ninety (90%) percent required to amend the Agreement, as stated in Section 3, of Article VI of the Agreement.

C. The parties hereto desire to amend a certain provision of the Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

CLERK-REGISTER OF DEEDS  
LYNDY A. LEM  
JUN 22 11:00 AM '77  
OAKLAND COUNTY, MICHIGAN

500

1. Section 5, of Article VI of the Agreement is deleted in its entirety.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

WITNESSES:

Patti A. Balliet  
Patti A. Balliet

Connie A. Montague  
Connie A. Montague

Patti A. Balliet  
Patti A. Balliet

Connie A. Montague  
Connie A. Montague

Declarant  
PULTE HOMES OF MICHIGAN CORPORATION,  
a Michigan corporation

By: William J. Pulte  
William J. Pulte, President

Declarant  
MICHIGAN BANK, NATIONAL ASSOCIATION,  
a National Banking Association

By: Thomas P. Stevens  
Thomas P. Stevens, Vice President

By: Felix L. Fliss  
Felix L. Fliss, Group Vice President

STATE OF MICHIGAN )  
COUNTY OF OAKLAND ) ss.

The foregoing instrument was acknowledged before me this 7th day of February, 1977, by WILLIAM J. PULTE, President of PULTE HOMES OF MICHIGAN CORPORATION, a Michigan corporation, on behalf of the said corporation.

My Commission Expires: 11/12/80

Patti A. Balliet  
Patti A. Balliet, Notary Public  
Oakland County, Michigan

STATE OF MICHIGAN )  
COUNTY OF OAKLAND ) ss.

The foregoing instrument was acknowledged before me this 7th day of February, 1977, by THOMAS P. STEVENS and FELIX L. FLISS who are the VICE PRESIDENT and GROUP VICE PRESIDENT respectively of MICHIGAN BANK, NATIONAL ASSOCIATION, a National Banking Association on behalf of the said association.

My Commission Expires: 11/12/80

Patti A. Balliet  
Patti A. Balliet, Notary Public  
Oakland County, Michigan

Drafted by:

William J. Pulte  
6400 Farmington Road  
West Bloomfield, Michigan 48033

Return to:  
SAME

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

FARMINGTON GREEN

(A Planned Unit Development)

KNOW ALL MEN BY THESE PRESENTS:

1/a  
THAT WHEREAS, PULITE HOMES OF MICHIGAN CORPORATION, a Michigan Corporation (hereinafter referred to as "Declarant") caused to be recorded a Declaration of Covenants, Conditions and Restrictions for FARMINGTON GREEN (a planned unit development) in the Recorder's Office of the County of Oakland, State of Michigan, Liber 6843, Pages 135-153; and an Agreement for Planned Unit Development for FARMINGTON GREEN SUBDIVISION recorded in the Recorder's Office of the County of Oakland, State of Michigan, in Liber 6841, Pages 560-567; and

WHEREAS, Article VI, Section 4 captioned "Annexation", of the Declaration of Covenants, Conditions and Restrictions (hereinafter "Declaration") for FARMINGTON GREEN provides for the enlargement of the FARMINGTON GREEN planned unit development project by Declarant by extending, from time to time portions of the property subject to the Declaration to all or any part of the property described in aforesaid Article VI, Section 4 of the Declaration, such extension to be expressed by annexation of additional land by Declarant under terms expressly provided for in the herein described Article and Section; and

WHEREAS, Declarant desires to subject a part of the real property described in said Article VI, Section 4 of the Declaration to the terms and conditions of said Declaration, which real property is also described on Exhibit "A" (known as FARMINGTON GREEN No. 4 SUBDIVISION and hereinafter referred to as "Real Property"), attached hereto and by this reference made a part hereof; and

WHEREAS, the Declarant desires to provide for the preservation of values and amenities in said planned unit development and for the maintenance of said recreational facilities and other common areas; and to this end, desires to subject the Real Property described in Exhibit "A"

1100  
T. a.

attached hereto, to the covenants, restrictions, easements, charges and liens hereinafter set forth, and each and all of which is and are for the benefit of said property and each Owner thereof;

NOW, THEREFORE, the Declarant hereby declares that all of the Real Property described in Exhibit "A" is hereby made subject to the Declaration and shall be held, transferred, sold, conveyed, hypothecated or encumbered, used and occupied subject to the covenants, restrictions, easements, charges and liens as set forth in the Declaration, which shall run with the Real Property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each Owner thereof.

1. Classification of Annexed Territory.

a) The Real Property is hereby designated as residential use areas (indicated by numbered lots) and private park areas as shown on the plat of the Real Property.

b) As used in this Amendment to Declaration, the term "Residential Use" shall mean that no residence shall be used for any purpose other than single-family residential purposes. Unless the context otherwise specifies or requires, all other terms used herein which are defined in the Declaration shall have the definitions and meanings given them in Article I of the Declaration.

2. Residential Use Areas. All of the Real Property designated on the plat as residential use areas shall be subject to the restrictions placed upon the use of residential lots and areas and governing the construction and alteration of improvements thereon as set forth in the Declaration.

3. Private Park Areas. All of the Real Property designated on the plat as Private Park shall be conveyed to the FARMINGTON GREEN Homeowner's Association, ("Association") and shall be maintained by the Association in accordance with the provisions of the Declaration.

4. Easements.

a) The Declarant hereby reserves for itself and the Association their successors and assigns, the rights of easement as set forth in the Declaration as such easements shall be applicable to the annexed Real Property included by this Amendment to Declaration.

b) Each Owner of a Lot subject to this Declaration shall have a nonexclusive easement in common with all other Owners in the properties for the use of all of the Private Parks within the boundaries of the FARMINGTON GREEN planned unit development.

5. Assessments. All Assessments, general or special, shall be assessed in the manner provided in Article IV of the Declaration.

6. Reservations. Declarant reserves the right to further enlarge this planned unit development as is provided in Article VII, Section 4, captioned "Annexations", of the Declaration of Covenants, Conditions and Restrictions for FARMINGTON GREEN.

7. General.

a) This Amendment to Declaration may be amended or repealed at any time only by complying with the requirements of Article VI, Section 3, of the Declaration. Unless amended or repealed as provided herein, this Amendment to Declaration shall continue and remain in full force and effect for so long as the Declaration remains in effect.

b) The provisions of this instrument shall be in addition and supplemental to the provisions contained in the recorded Declaration for FARMINGTON GREEN.

c) If any of the provisions of this instrument or any paragraph, sentence, clause, phrase, or work or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this instrument, and the application of any such provision, paragraph, sentence, clause, phrase or work in any other circumstance shall not be affected thereby.

d) That whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, Declarant has duly executed this instrument this 21<sup>ST</sup> day of APRIL, 1977.

ATTEST:

Phyllis Warren  
Phyllis Warren  
Maureen E. Smith  
Maureen E. Smith

PULTE HOMES OF MICHIGAN CORPORATION

By Ronald G. Smith  
Ronald G. Smith, President

STATE OF MICHIGAN )  
COUNTY OF OAKLAND ) ss.

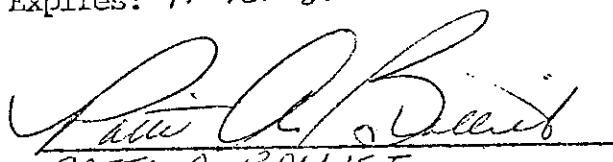
The foregoing instrument was acknowledged before me this

21<sup>ST</sup> day of APRIL, 1977, by RONALD G. SMITH

as PRESIDENT, of Pulte Homes of Michigan Corporation.

Witness my hand and official seal.

My Commission Expires: 11-12-80

  
PATTI A. BALLIET  
Notary Public, OAKLAND COUNTY

Instrument drafted by:

Curtis A. Kime  
6400 Farmington Road  
West Bloomfield, Michigan 48033

When recorded, return to:

PULTE HOMES OF MICHIGAN CORPORATION  
6400 Farmington Road  
West Bloomfield, Michigan 48033

EXHIBIT "A"

Farmington Green No. 4, part of the Southwest 1/4 of Section 9, T. 1 N., R. 9 E., City of Farmington Hills, Oakland County, Michigan, comprising of Lots 237 through 291, both inclusive, and one Private Park; commencing at the Southwest corner of said Section 9, thence along the West line of said Section 9, N.00°04'56"W., 756.37 feet to the Point of Beginning; thence continuing along the West line of said Section 9, N.00°04'56"W., 766.06 feet to the Southwest corner of "Farmington Green No. 3", a subdivision recorded in Liber 152, Pages 17, 18 & 19, Oakland County Records, Oakland County, Michigan; thence along the South line of said "Farmington Green No. 3" subdivision the following courses and distances: S.87°10'00"E., 748.74 feet; N.54°20'00"E., 605.00 feet to a point on the South line of "Farmington Green No. 2", a subdivision recorded in Liber 152, Pages 14, 15 & 16, Oakland County Records, Oakland County, Michigan; thence along the South line of said "Farmington Green No. 2" subdivision the following course and distance: S.47°10'00"E., 460.00 feet; thence S.18°39'59"W., 451.10 feet; thence S.51°20'00"W., 482.61 feet to a point on the North line of "Farmington Green No. 1", a subdivision recorded in Liber 151, Pages 7, 8, 9, Oakland County Records, Oakland County, Michigan; thence along the North line of said "Farmington Green No. 1" subdivision the following courses and distances: N.56°45'33"W., 199.02 feet; N.09°40'00"W., 110.00 feet; N.52°50'05"W., 82.26 feet; N.09°40'00"W., 122.53 feet; S.82°00'00"W., 195.73 feet; S.58°48'32"W., 52.91 feet; S.24°18'49"W., 104.15 feet; S.00°09'22"W., 300.00 feet; N.89°50'38"W., 120.00 feet; N.71°24'32"W., 63.24 feet; N.89°50'38"W., 320.58 feet to the Northwest corner of said "Farmington Green No. 1" subdivision and the Point of Beginning and contains 23.17 acres.

1977 DEC -6 PM 2:11.3  
 OAKLAND COUNTY REGISTER  
 CLERK-REGISTER OF DEEDS  
 LYNN D. ALLEN  
 DEEDS

AGREEMENT FOR PLANNED UNIT DEVELOPMENT

FARMINGTON GREEN SUBDIVISION

THIS AGREEMENT is made this 10th day of January, 1977, by and between the CITY OF FARMINGTON HILLS, Oakland County, Michigan, herein called the "CITY", 31555 Eleven Mile Road, Farmington Hills, Michigan, and PULTE HOMES OF MICHIGAN CORPORATION, a Michigan Corporation, 6400 Farmington Road, West Bloomfield, Michigan 48033, MICHIGAN BANK, NATIONAL ASSOCIATION, a Michigan Banking Association, 500 Griswold, Detroit, Michigan 48226, 1001 SERVICES, INC., a Michigan Corporation, 1001 Woodward, Detroit, Michigan 48226, and FRANK J. WINTON and FLORA JANE WINTON, his wife, Suite 209, 26211 Central Park Blvd., Southfield, Michigan 48076, herein called the "DEVELOPER".

W I T N E S S E T H :

WHEREAS, the Developer is the owner of land located in the City of Farmington Hills, County of Oakland, State of Michigan, described as follows:

See Exhibit "A" attached hereto, incorporated herein and made a part hereof.

WHEREAS, Section 406, Planned Unit Development, of the City of Farmington Hills Zoning Ordinance provides an optional method for the development of a subdivision with areas to be set aside for the benefit of lot owners therein while maintaining the maximum density requirements of the Zoning Ordinance, and

WHEREAS, the Developer wishes to develop the hercinabove described property under the provisions of said Section 406, Planned Unit Development, such property to be subdivided and known as Farmington Green No. 1 Subdivision and subsequent additions, and

WHEREAS, the Developer applied for approval under Section 406, Planned Unit Development for said Farmington Green No. 1 Subdivision and subsequent additions at the time of the submission of the proposed plat and tentative approval has been granted by the City Council of the City as to the tentative plat and general plan of development, and

WHEREAS, the Developer wishes at this time to obtain approval of the final plat of Farmington Green No. 1 Subdivision, and

WHEREAS, it is now desirable that the Developer and the City enter into a binding contract relative to the details of development of said Farmington Green Subdivision,

NOW THEREFORE, in consideration of the approval of the City Council of the City of the final plat of Farmington Green No. 1 Subdivision and of the mutual promises contained herein, the parties hereto agree as follows:

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1. The Developer hereby dedicates and conveys to each lot owner of a lot in Farmington Green No. 1 Subdivision and subsequent additions, a right and easement of enjoyment in and to Valley Forge Park, White Plains Park, Bunker Hill Park East and Bunker Hill Park West, all located in Farmington Green Subdivision Preliminary Plat described on Exhibit A, hereinafter referred to as "Park Area" and hereby covenants for itself, its heirs and assigns that it will convey fee simple title to said Park Area to the Association hereinafter described, free and clear of all encumbrances and liens, prior to the conveyance of the first lot in the Farmington Green No. 1 Subdivision.

2. Reference to this Agreement, and to the liber and page on which it is recorded, shall be included in the final plat of Farmington Green No. 1 Subdivision and subsequent additions thereto or said reference shall be included in the subdivision restrictions and made a part thereof.

3. Title to the Park Area shall be vested in the Association hereinafter described as Trustee for the benefit of the lot owners and subject to the right and easement of enjoyment in and to such Park Area by the lot owners. Such easement shall not be personal but shall be considered to be appurtenant to said lots, which easement shall pass with the title to said lots whether specifically set forth in deeds to the lots or not.

4. Control and jurisdiction over the Park Area shall be vested in the Association of said lot owners to be known as the Farmington Green Homeowner's Association and referred to herein as the "Association". Such Association shall be organized as a non-profit corporation for a perpetual term under the laws of the State of Michigan. Such Association shall be incorporated prior to the sale of any of the lots in Farmington Green No. 1 Subdivision but in any event within ninety (90) days following the recording of the final plat of Farmington Green No. 1. Membership in the Association shall be mandatory for each home buyer and any successive owner of residential lots in Farmington Green No. 1 and subsequent additions. The Association shall be responsible for the proper maintenance of the park area and for compliance with this Agreement. The By-Laws of the Association shall provide for a Board of Directors of not less than five (5) members nor more than fifteen (15) members, provided that such Board of Directors may be appointed by the Developer until such time as not more than eighty (80%) percent of the residential lots in said Farmington Green No. 1 Subdivision and subsequent additions shall have been sold by the Developer. Thereafter the Board of

Directors shall be elected by the lot owners. The Association shall have the authority to make and enforce regulations pertaining to the use and maintenance of the Park Area, which regulations shall be binding upon the lot owners.

5. Said Park Area may be used for the following purposes:

Recreation of the residents and their families consistent with the development plan as approved by the City and drainage and/or retention area as approved by the City.

6. All residents of the Subdivision and guests accompanying said residents shall have equal access to the Park Area, subject to reasonable Association Regulations.

7. The Developer hereby consents that taxes assessed against the Park Area may be prorated among the residential lot owners and billed as a part of the taxes assessed to the individual lots.

8. In the event that the Association shall at any time fail to maintain the Park Area in reasonable order and condition the City may serve written notice upon the Association or upon said lot owners setting forth the manner in which the Association has failed to maintain the Park Area in reasonable condition and said notice shall include a demand that deficiencies of maintenance be cured within thirty (30) days thereof and, further, shall state the date and place of a hearing thereon before the City Council or such other Board, body or official to whom the City Council shall delegate such responsibility, which shall be held within fourteen (14) days of the notice. At such hearing the City may modify the terms of the original notice as to the deficiencies and may give an extension of time within which the deficiencies shall be cured. If the deficiencies set forth in the original notice or in the modifications thereof shall not be cured within said thirty (30) days or any extension thereof the City, in order to preserve the taxable values of the properties within Farmington Green No. 1 and subsequent additions and to prevent the Park Area from becoming a public nuisance, may enter upon said Park Area and maintain the same for a period of one (1) year. Said maintenance by the City shall not constitute a taking of the Park Area nor vest in the public any right to use the same. Before the expiration of the said year the City shall upon its own initiative or upon the request of the Association; call a public hearing upon notice to the Association and to the residents of Farmington Green No. 1 Subdivision and subsequent additions at which hearing such Association or the residents of the Subdivision shall show cause

why such maintenance by the City shall not, at the election of the City, continue for a succeeding year. If the City shall determine that the Association is ready and able to maintain the Park Area in reasonable condition, the City shall cease to maintain the Park Area at the end of said year. If the City shall determine that the Association is not ready and able to maintain the Park Area in a reasonable condition the City may, in its discretion, continue to maintain said Park Area during the next succeeding year and, subject to a similar hearing and determination, in each year thereafter. The cost of such maintenance by the City shall be assessed equally against the properties within Farmington Green No. 1 Subdivision and subsequent additions and shall become a lien on said property. The City at the time of entering upon said Park Area for the purpose of maintenance shall file a notice of lien in the office of the Register of Deeds of the County of Oakland upon the properties affected by the lien within Farmington Green No. 1 Subdivision and subsequent additions.

9. Notwithstanding any other provision of this Agreement, the Developer reserves the right to grant easements within the Park Area for the installation, repair and maintenance of water mains, sewers, drainage courses and other public utilities, subject to the approval of the City, provided that such utilities shall be installed in such manner as to minimize damage to the natural feature of the Park Area.

10. Additional uses for the Park Area may be established if approved in writing by not less than fifty-one (51%) percent of said lot owners and thereafter ratified by the Farmington Hills City Council.

11. The Developer has submitted to the City a certain declaration of restrictions which have been approved by the City and which shall be recorded and together with this Agreement shall constitute restrictions running with the land and applicable to said Farmington Green No. 1 Subdivision and subsequent additions. Restrictions applicable to Farmington Green No. 2 Subdivision and subsequent additions shall be submitted at time of submission of final plat of those subdivisions.

12. The parties hereto make this Agreement on behalf of themselves, their heirs, successors and assigns and hereby warrant that they have the authority and capacity to make this contract.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at the City of Farmington Hills, Oakland County, Michigan, on the date above written.

Witnessed by:

Signed by:

THE CITY OF FARMINGTON HILLS, a Michigan municipal corporation

Doris Fleming  
Doris Fleming

BY Keith Deacon  
KEITH DEACON, Mayor

Joan R. Reynolds  
Joan R. Reynolds

BY Floyd A. Cairns  
FLOYD A. CAIRNS, Clerk

STATE OF MICHIGAN )  
                          ) SS.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 31st day of January, 1977, by KEITH DEACON, Mayor and FLOYD A. CAIRNS, Clerk, of the City of Farmington Hills, a Michigan Municipal Corporation, on behalf of said Municipal Corporation.

Joan R. Reynolds  
Notary Public Joan R. Reynolds  
Oakland County, Michigan  
My Commission expires: 2-2-80

PULTE HOMES OF MICHIGAN CORPORATION, a Michigan Corporation

Patti A. Balliet  
Patti A. Balliet

BY William J. Pulte  
WILLIAM J. PULTE, President

Kathleen E. Muyskens  
Kathleen E. Muyskens

BY Ronald G. Smith  
RONALD G. SMITH, Vice President

STATE OF MICHIGAN )  
                          ) SS.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 27th day of January, 1977, by WILLIAM J. PULTE, President, and RONALD G. SMITH, Vice President, of Pulte Homes of Michigan Corporation, a Michigan Corporation, on behalf of said Corporation.

Patti A. Balliet  
Notary Public, Patti A. Balliet  
Oakland County, Michigan  
My Commission expires: 11/12/80

Witnessed by:

Signed by:

MICHIGAN BANK, NATIONAL ASSOCIATION,  
a National Banking Association

Darleen A. Mahler  
Darleen A. Mahler

BY Thomas P. Stevens  
Thomas P. Stevens, Vice President

Cynthia M. Ostroski  
Cynthia M. Ostroski

BY Felix L. Fliss  
Felix L. Fliss, Group Vice President

STATE OF MICHIGAN )  
                          ) - SS.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this  
27th day of January, 1977, by THOMAS P. STEVENS  
Name  
Vice President, and FELIX L. FLISS, Group Vice President  
office held Name office held

of Michigan Bank, National Association, a National Banking  
Association, on behalf of said Association.

Patti A. Balliet  
Notary Public, Patti A. Balliet  
Oakland County, Michigan  
My Commission expires: 11/12/80

1001 SERVICES, INC., a Michigan  
Corporation

Patti A. Balliet  
Patti A. Balliet

BY Charles B. O'Neil  
Charles B. O'Neil, Vice President  
Vice President

Kathleen E. Mayskens  
Kathleen E. Mayskens

BY \_\_\_\_\_

STATE OF MICHIGAN )  
                          ) SS.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this  
27th day of January, 1977, by CHARLES B. O'NEIL  
Name  
Vice President, and \_\_\_\_\_  
office held Name office held

of 1001 Services, Inc., a Michigan Corporation, on behalf of said  
Corporation.

Patti A. Balliet  
Notary Public, Patti A. Balliet  
Oakland County, Michigan  
My Commission expires: 11/12/80



FARMINGTON GREEN PUD AGREEMENT

EXHIBIT A

A parcel of land lying in the S.W. 1/4 Section 9, T.1N., R.9E., City of Farmington Hills, Oakland County, Michigan described as Beginning at the W. 1/4 Corner of said Section 9; thence along the East, West 1/4 line of said Section 9, S.89°55'13"E., 2636.53 feet to the center post of said Section 9; thence along the North, South 1/4 line of said Section 9, S.00°04'00"E., 2647.97 feet to the South 1/4 Corner of said Section 9; thence along the South line of said Section 9, N.89°50'38"W., 350.00 feet; thence N.00°04'00"W., 500.00 feet; thence N.89°50'38"W., 967.77 feet; thence S.00°04'51"E., 500.00 feet to the South line of said Section 9; thence along said South line, N.89°50'38"W., 851.16 feet; thence N.00°04'56"W., 466.38 feet; thence N.89°50'38"W., 467.00 feet to the West line of said Section 9; thence N.00°04'56"W., 2178.08 feet to the West 1/4 Corner of said Section 9, the point of Beginning, and contains 6,274,179 square feet or 144.033 acres.

RECORDED  
REGISTER OF DEEDS  
MICHIGAN  
1977 FEB -2 PM 11:42  
LYNN D. ALLEN  
REGISTER OF DEEDS

## DESCRIPTION, OPEN SPACE (Bunker Hill Park East)

Part of a proposed "Farmington Green" subdivision lying in the S. W. 1/4 of Section 9, T. 1 N., R. 9E., City of Farmington Hills, Oakland County, Michigan; described as commencing at the S. W. corner of said Section 9 S. 89° 50' 38" E., 2635.81 feet along the South line of said Section 9 and N. 00° 04' 00" W., 60.00 feet to the POINT OF BEGINNING; thence N. 89° 50' 38" W., 170.00 feet, thence N. 00° 04' 00" W., 269.33 feet; thence N. 89° 56' 00" E., 110.00 feet; thence N. 00° 04' 00" W., 179.63 feet; thence N. 23° 07' 21" W., 169.96 feet; thence N. 42° 56' 36" W., 150.45 feet; thence N. 00° 09' 22" E., 446.65 feet; thence N. 28° 59' 16" W., 44.54 feet; thence along a curve concave to the Northwest, having a radius of 249.29 feet, an arc distance of 25.00 feet, and chord bearing N. 58° 08' 21" E., 24.99 feet; thence S. 34° 44' 01" E., 110.00 feet; thence N. 46° 59' 33" E., 150.72 feet; thence N. 58° 54' 35" E., 63.70 feet to a point on the N, S 1/4 line of said Section 9; thence along said line, S. 00° 04' 00" E., 1260.09 feet to the point of beginning and contains 199,491 square feet or 4.579 acres.

AND

## DESCRIPTION, OPEN SPACE (Bunker Hill Park West)

Part of proposed "Farmington Green", subdivision lying in the S. W. 1/4 of Section 9, T. 1 N., R. 9E., City of Farmington Hills, Oakland County, Michigan; described as commencing at the S. W. corner of said Section 9 S. 89° 50' 38" E., 2285.81 feet along the South line of said Section 9 and N. 00° 04' 00" W., 60.00 feet to the POINT OF BEGINNING; thence N. 00° 04' 00" W., 224.65 feet; thence N. 89° 56' 00" E., 120.00 feet; thence along a curve concave to the West, having a radius of 258.75 feet, an arc distance of 68.59 feet, and chord bearing S. 07° 31' 40" W., 68.39 feet; thence along a curve to the left, having a radius of 600.00 feet, an arc distance of 159.06 feet, and chord bearing S. 07° 31' 40" W., 158.59 feet; thence N. 89° 50' 38" W., 90.00 feet to the point of beginning and contains 16,077 square feet or 0.369 acres.

AND

## DESCRIPTION, OPEN SPACE AREA (Valley Forge Park)

Part of a proposed "Farmington Green", subdivision lying in the S. W. 1/4 of Section 9, T. 1 N., R. 9E., City of Farmington Hills, Oakland County, Michigan, described as commencing at the West 1/4 corner of said Section 9, thence along the West line of said Section 9, S. 08° 04' 56" E., 630.00 feet; thence N. 89° 55' 04" E., 60.00 feet to the POINT OF BEGINNING thence N. 89° 55' 04" E., 90.00 feet thence S. 80° 10' 32" E., 47.61 feet; thence S. 31° 42' 21" E., 36.48 feet; thence S. 00° 04' 47" W., 158.71 feet; thence S. 20° 40' 27" E., 94.63 feet; thence S. 32° 09' 56" E., 93.75 feet; thence S. 47° 00' 29" E., 93.75 feet; thence S. 61° 51' 01" E., 93.75 feet; thence S. 76° 41' 33" E., 93.75 feet; thence S. 87° 48' 17" E., 46.73 feet; thence N. 87°

03°57' E., 95.57 feet; thence N. 60°20' 00" E., 214.20 feet; thence N. 56°49'49" E., 88.15 feet; thence N. 46° 05' 00" E., 51.08 feet; thence N. 48°06'05" W., 110.00 feet; thence along a curve to the left, having a radius of 240.00 feet, a central angle of 7°09'40", an arc of 30.00 feet, and a chord bearing N. 38°19'03" E., 29.98 feet; thence S. 55°15' 48" E., 110.00 feet; thence N. 26°58'14" E., 137.30 feet; thence N. 00°04'47" E., 427.84 feet; thence N. 19°28'35" E., 44.13 feet; thence S. 89°55'13" E., 128.34 feet; thence N. 00°04' 47" E., 110.00 feet; thence S. 89° 55'13" E., 30.00 feet; thence S. 00°04'47" W., 110.00 feet; thence S. 89°55'13" E., 90.00 feet; thence S. 82° 47'43" E., 80.62 feet; thence S. 00 04'47" W., 555.85 feet; thence S. 19°28'05" E., 66.75 feet; thence S. 36°29'17" E., 66.80 feet; thence S. 61°38'21" E., 132.12 feet; thence N. 11°45'38" E., 114.76 feet; thence along a curve to the left, having a radius of 115.00 feet, a central angle of 10°28'40", an arc of 21.03 feet and a chord bearing S. 83°28'30" E., 21.00 feet; thence S. 00°04'47" E., 110.02 feet; thence S. 89°55' 13" E., 211.55 feet; thence N. 50°32' 22" E., 134.88 feet; thence N. 24°03'31" E., 102.00 feet; thence N. 00°04'47" E., 485.03 feet; thence N. 06°25'12" E., 80.49 feet; thence S. 89°55'13" E., 181.11 feet; thence N. 00°04'47" E., 110.00 feet; thence S. 89°55' 13" E., 30.00 feet; thence S. 00°04'47" W., 110.00 feet; thence S. 89°55'13" E., 77.42 feet; thence S. 41°03'20" E., 44.10 feet; thence S. 00°04'00" E., 775.29 feet; thence S. 45°04'00" E., 35.35 feet; thence N. 89°56'00" E., 85.00 feet; thence S. 00°04'00" E., 45.11 feet; thence along a curve to the right having a radius of 189.29 feet, a central angle of 59°31'35", an arc of 196.66 feet and a chord, bearing S. 29°41'47" W., 187.94 feet; thence N. 36°52'53" W., 78.35 feet; thence N. 53°37'54" W., 97.51 feet; thence N. 70° 41'42" W., 103.58 feet; thence N. 89° 50' 38" W., 329.96 feet; thence S. 74° 20' 33" W., 93.89 feet; thence S. 57°16'44" W., 48.76 feet; thence S. 32°43'16" E., 110.00 feet; thence along a curve to the left, having a radius of 215.00 feet, a central angle of 15°59'22", an arc of 60.00 feet, and a chord, bearing S. 49°17' 03" W., 59.80 feet; thence N. 48°42'38" W., 110.00 feet; thence S. 32°45'28" W., 96.34 feet; thence S. 17°07'31" W., 96.82 feet; thence S. 00 09'22" W., 309.42 feet; thence S. 17°56' 11" W., 51.81 feet; thence S. 71°25'23" W., 97.09 feet; thence S. 87°25'48" W., 85.71 feet; thence S. 76°44'28" W., 91.01 feet; thence S. 62°06'56" W., 90.64 feet; thence N. 56°45'33" W., 331.32 feet; thence N. 80° 20'00" E., 121.03 feet; thence N. 67° 31'19" E., 104.34 feet; thence N. 51° 20'00" E., 338.36 feet; thence N. 47°07'50" E., 100.43 feet; thence N. 18°39'59" E., 113.72 feet; thence N. 09°20'13" W., 113.72 feet; thence N. 36°39'41" W., 96.00 feet; thence S. 51°20'00" W., 110.00 feet; thence N. 38°40' 00" W., 60.00 feet; thence N. 51° 20'00" E., 110.00 feet; thence N. 38° 40'00" W., 63.02 feet; N. 56°52'13" W., 92.52 feet; thence N. 84°05'09" W., 111.35 feet; thence S. 68°41'55" W., 90.80 feet; thence S. 51°20'00" W., 282.16 feet; thence S. 75 35' 46" W., 62.99 feet; thence S. 82°00'00" W., 264.76 feet; thence S. 66°26'48" W., 101.90 feet; thence S. 53° 40'11" W., 91.81 feet; thence S. 40° 53'34" W., 91.81 feet; thence S. 28°06'57" W., 91.81 feet; thence S. 15°20'20" W., 100.55 feet; thence S. 00 09'22" W., 340.58 feet; thence N. 89° 50' 38" W., 150.58 feet to a point on a line 60.00 East of and parallel to the West line of said Section 9; thence along said line, N. 00° 04'56" W., 1258.33 feet to the point of beginning, and contains 1,301,225 square feet, 29.872 acres.

AND

Valley Forge Park and White Plains Park, Farmington Green Subdivision No. 1, part of the Southeast 1/4 of Section 9, Town 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan, as recorded in Liber 51, Pages 7, 8, and 9, Oakland County Records.

KNOW ALL MEN BY THESE PRESENTS: That Pulte Homes of Michigan Corporation, a Michigan Corporation

whose address is 6400 Farmington Road, West Bloomfield, Michigan 48033

Conveys and Warrants to Farmington Green Homeowner's Association, Inc.

whose street number and postoffice address is 6400 Farmington Road, West Bloomfield, Michigan 48033

the following described premises situated in the City of Farmington Hills County of Oakland and State of Michigan, to-wit:

(SEE EXHIBIT "A" ATTACHED)

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of ONE and no/100 (\$1.00) DOLLAR

subject to easements, rights of way, zoning ordinances and consent judgement date July 29, 1976 between the City of Farmington Hills and Pulte Homes of Michigan Corporation, recorded in Liber 6758 Page 467 Oakland County Records.

Dated this 2nd day of April 1977

Signed in the presence of:

Signed by:

Maureen E. Smith

PULTE HOMES OF MICHIGAN CORPORATION

Johna Fiorante

William J. Pulte, President

RECORDED OAKLAND COUNTY MICHIGAN REGISTER OF DEEDS RECORDS 1977 MAY 12 AM 9:48 AM LYNN D. ALLEN CLERK-REGISTER OF DEEDS

STATE OF MICHIGAN } ss. COUNTY OF OAKLAND }

The foregoing instrument was acknowledged before me this 2nd day of April

1977 by William J. Pulte, President

(Individual Name(s) and Office(s) Held)

PULTE HOMES OF MICHIGAN CORPORATION

(Corporate Name)

Michigan

corporation, on behalf of the corporation.

(State of Incorporation)

Maureen E. Smith (Monahan) Notary Public, County, Michigan

My Commission expires 10/8 1979

County Treasurer's Certificate

City Treasurer's Certificate

OAKLAND COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY that there are no TAXES or TITLES held by the State or any individual against the within description, and all TAXES on same are paid for two years previous to the date of this instrument, as shown by the records in this office.

10000

When Recorded Return To:

GRANTEE

Send Subsequent Tax Bills To:

Drafted by:

William J. Pulte

Business Address

6400 Farmington Road

West Bloomfield, MI 48033

Tax Parcel #

Recording Fee

10.00

Revenue Stamp

Exempt

BURTON ABSTRACT AND TITLE COMPANY HAS OPERATED CONTINUOUSLY SINCE 1865

MAKE YOUR REAL ESTATE TRANSFERS SAFE BY USING BURTON TITLE INSURANCE