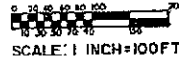


FOX RUN GREEN NO. 2

A PART OF THE NORTHEAST 1/4 OF SECTION
28, T. 2 NORTH, R. 9 EAST
WEST BLOOMFIELD TOWNSHIP, OAKLAND
COUNTY, MICHIGAN

SHEET 1 OF 2 SHEETS



PLAT LEGEND

All side lines of lots fronting on curvilinear street lines are radial thereto unless otherwise noted as (N.R.)

All dimensions are shown in feet
All curvilinear dimensions are shown along the arc

All bearings are in relation to the west line of "Potomac Village No. 1" Liber 131, Pages 18, 19 & 20 and the north line of "Potomac Village No. 3" Liber 142, Pages 16, 17, 18 & 19

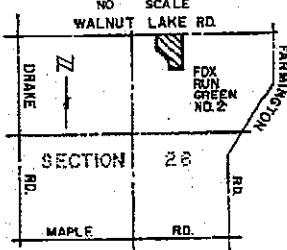
The symbol "o" indicates a concrete monument

All lot markers are 1/2" iron bars and are 16" long

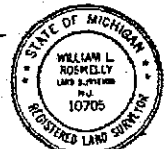
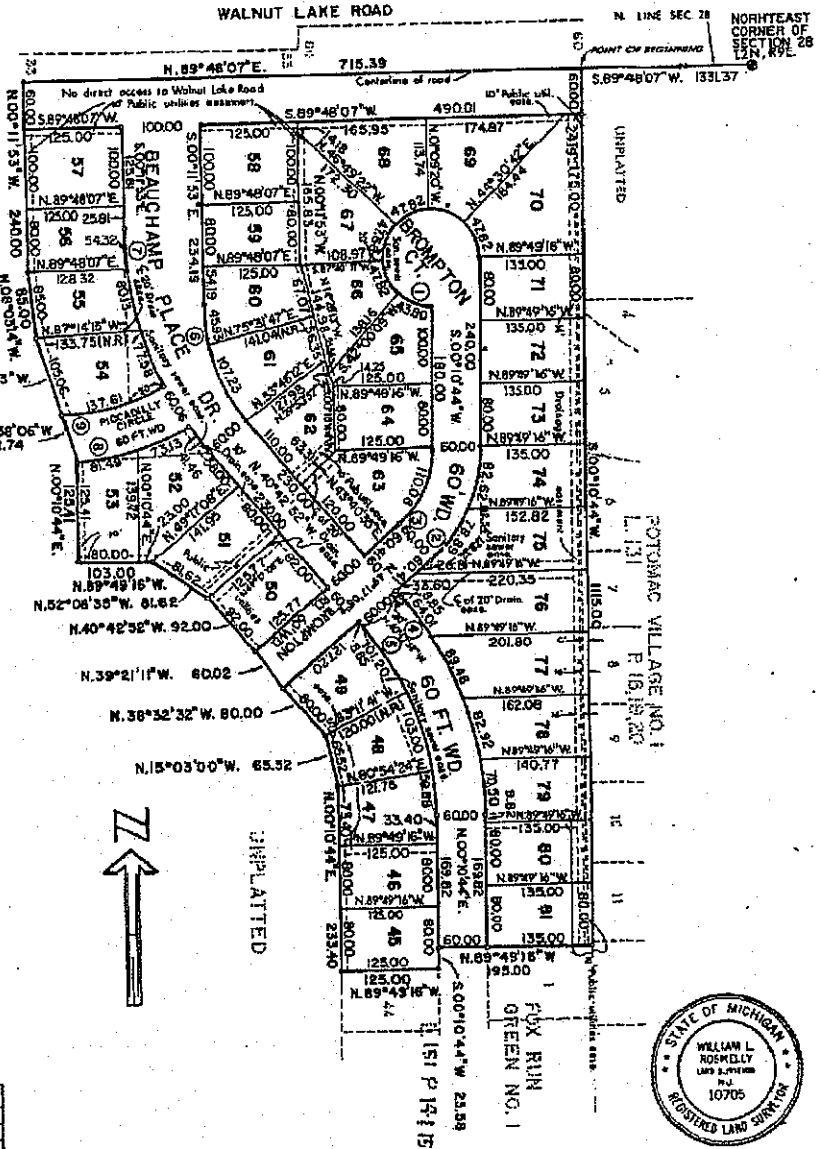
Corrected true copy of Original plat

William L. Roswell
ALLISON OFFEN
STATE TRESPASSER
By *William L. Roswell*
MAY 17, 1928
April 28, 1922

LOCATION SKETCH



CURVE	RADIUS	CENTRAL ANGLE	ARC	CHORD DISTANCE	CHORD BEARING
1	60.00	270°00'00"	282.74	84.85	N.45°10'44" E.
2	188.44	49°06'28"	161.51	156.81	N.24°43'56" E.
3	128.44	49°06'28"	110.08	106.76	N.24°43'56" E.
4	430.00	40°53'36"	306.91	300.49	N.20°18'04" W.
5	370.00	40°53'36"	264.08	258.51	N.20°18'04" W.
6	261.59	40°30'59"	152.16	149.99	N.22°27'23" W.
7	243.81	40°30'59"	133.55	130.06	N.20°27'23" W.
8	321.19	27°34'57"	154.62	153.13	S.72°30'32" W.
9	241.19	30°11'14"	137.61	136.02	S.75°03'07" W.



BASNEY & SMITH INC.
CIVIL ENGINEERS &
LAND SURVEYORS
DETROIT, MICHIGAN

LIBER PAGE

FOX RUN GREEN NO. 2

SHEET 2 OF 2 SHEETS

A PART OF THE NORTHEAST 1/4 OF SECTION 28, T. 2 NORTH, R. 9 EAST
WEST BLOOMFIELD TOWNSHIP, OAKLAND COUNTY, MICHIGAN

PROPRIETOR'S CERTIFICATE

Fulte Homes of Michigan Corporation, a corporation duly organized and existing under the laws of the State of Michigan by William J. Fulte, President and Ronald G. Smith, Vice President, as proprietor, has caused the land to be surveyed, divided, mapped and dedicated as represented on this plat and that the streets are for the use of the public and that the public utility easements are private easements and that all other easements are for the uses shown on the plat. That lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

WITNESSES:
 Maureen E. Smith, Notary Public, Oakland County, Michigan
 William J. Fulte, President
 Ronald G. Smith, Vice President

ACKNOWLEDGMENT

State of Michigan) ss
 County of Oakland)

Personally came before me this 17th day of SEPT, 1976, William J. Fulte, President and Ronald G. Smith, Vice President of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such president and vice president of said corporation, and acknowledged that they executed the foregoing instrument as such officers at the free act and deed of said corporation, by its authority.

My Commission expires: 10/1/77

Maureen E. Smith, Notary Public, Oakland County, Michigan

PROPRIETOR'S CERTIFICATE

The Evening News Association, a corporation duly organized and existing under the laws of the State of Michigan by Richard M. Spitzley, Vice President and James T. Morris, Executive Vice President, as proprietor, has caused the land to be surveyed, divided, mapped and dedicated as represented on this plat and that the streets are for the use of the public and that the public utility easements are private easements and that all other easements are for the uses shown on the plat. Lots 37, 38, 68, 69, 70 are not to have direct access to Weinau Lake Rd.

WITNESSES:
 Rachel C. Woods, Notary Public, Oakland County, Michigan
 Richard M. Spitzley, Vice President
 James T. Morris, Executive Vice President

ACKNOWLEDGMENT

State of Michigan) ss
 County of Oakland)

Personally came before me this 17th day of SEPT, 1976, Richard M. Spitzley, Vice President and James T. Morris, Executive Vice President of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Vice President and Executive Vice President of said corporation, and acknowledged that they executed the foregoing instrument as such officers at the free act and deed of said corporation, by its authority.

My Commission expires: 10/1/77

Maureen E. Smith, Notary Public, Oakland County, Michigan

SURVEYOR'S CERTIFICATE

I, William L. Roskelly, Surveyor, certify:

That I have surveyed, divided and mapped the land shown on this plat, described as follows: "FOX RUN GREEN NO. 2" part of the N.E. 1/4 of Section 28, T. 2 N., R. 9 E., West Bloomfield Twp., Oakland County, Michigan, comprised of Lots 45 thru 81, both inclusive, described as beginning at a point on the North line of Section 28, T. 2 N., R. 9 E., said point being South 89 degrees 48 minutes 07 seconds West 1331.37 feet from the Northwest corner of said Section 28, and proceeding thence South 00 degrees 10 minutes 44 seconds West 1115.00 feet along the westerly line of Potomac Village No. 1 Subdivision, Liber 137, Pages 16, 19 & 20; thence North 89 degrees 49 minutes 16 seconds West 135.00 feet; thence South 00 degrees 10 minutes 44 seconds West 23.58 feet; thence North 89 degrees 49 minutes 16 seconds West 125.00 feet; [the last three courses being along the Northerly line of "Fox Run Green No. 1" as recorded in Liber 128, Pages 14 & 15]; thence North 00 degrees 10 minutes 44 seconds East 233.40 feet; thence North 15 degrees 03 minutes 00 seconds West 65.52 feet; thence North 38 degrees 32 minutes 32 seconds West 80.00 feet; thence North 39 degrees 21 minutes 11 seconds West 60.02 feet; thence North 40 degrees 42 minutes 52 seconds West 92.00 feet; thence North 52 degrees 08 minutes 35 seconds West 81.62 feet; thence North 89 degrees 49 minutes 16 seconds West 08 minutes 35 seconds West 81.62 feet; thence North 10 minutes 44 seconds East 125.41 feet; thence North 14 degrees 58 minutes 06 seconds West 61.74 feet; thence North 17 degrees 40 minutes 43 seconds West 105.06 feet; thence North 08 degrees 03 minutes 14 seconds West 85.00 feet; thence North 00 degrees 11 minutes 53 seconds West 240.00 feet to a point on the North line of Section 28, T. 2 N., R. 9 E., also being the centerline of Weinau Lake Road; thence along said line North 83 degrees 48 minutes 07 seconds East 715.19 feet to the point of beginning. Containing 14,059 acres.

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

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

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

That the accuracy of survey is within the limits required by Section 126 of the Act.

That the bearings shown on the plat are expressed as required by Section 126 [3] of the Act and as explained in the legend.

DATE: SEPT 16, 1976

William L. Roskelly, Registered Land Surveyor No. 10705, President - Basney & Smith, Inc., 2520D W. 31st Mile Road, Detroit, MI 48260

COUNTY TREASURER CERTIFICATE

The records in my office show no unpaid taxes or special assessments for the five years preceding SEPT 20, 1976 involving the lands included in this plat.

Douglas J. Williams, County Treasurer

COUNTY DRAIN COMMISSION CERTIFICATE

Approved October 6, 1976 as complying with Section 192 of Act 285, P.A. 1967 and the applicable rules and regulations published by my office in the County of Oakland.

George W. John, Drain Commissioner

COUNTY ROAD COMMISSION CERTIFICATE

Approved DECEMBER 28, 1976 as complying with Section 183 of Act 288, P.A. 1967 and the applicable published rules and regulations of the Board of Road Commissioners of Oakland County.

Fred L. Harris, Chairman

CERTIFICATE OF MUNICIPAL APPROVAL

I certify that this plat was approved by the Township Board of West Bloomfield Township at a meeting held on SEPT 9, 1976, and was reviewed and found to be in compliance with Act 288, P.A. 1967, also adequate surety has been deposited with the Clerk for the placing of the monuments and markers within a reasonable length of time, not to exceed one year from the above date. Surety has been posted to insure the installation of public sewer and public water services. Minimum lot width and area required by Section 186 [D] Act 288 of Public Act 1967, has been met and conforms with the legally adopted zoning and subdivision control ordinances of the Township of West Bloomfield.

Betty Sue Dupree, Clerk

COUNTY PLAT BOARD CERTIFICATE

This plat has been reviewed and is approved by the Oakland County Plat Board on SEPT 17, 1976 as being in compliance with all of the provisions of Act 288, P.A. 1967, and the Plat Boards applicable rules and regulations.

Wallace F. Gaylor Jr., Chairman, Board of Commissioners
 C. Hugh Delaney, Treasurer

RECORDING CERTIFICATE

State of Michigan)
 County of Oakland)

This plat was received for recording on the 26th day of April, 1977 at 9:01 A.M. and recorded in Liber 157 of Plats on Pages 20 and 21

Lynn D. Allen, Registrar of Deeds

BASNEY & SMITH INC.
 CIVIL ENGINEERS &
 LAND SURVEYORS
 DETROIT, MICHIGAN



DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

LIBER 6857 PAGE 847

77 15903

THIS DECLARATION, made on the date hereinafter set forth by FULVIE HOMES OF MICHIGAN CORPORATION, a Michigan corporation and THE EVENING NEWS ASSOCIATION, a Michigan corporation, hereinafter referred to as

29
AB

"Declarant". whose addresses are 6400 Farmington Road, West Bloomfield, Michigan and 615 West Lafayette, Detroit, Michigan 48231 respectively.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Township of

West Bloomfield, County of Oakland,

State of Michigan, which is more particularly described as:

"FOX RUN GREEN NO. 2 SUBDIVISION" part of the N.E. 1/4 of Section 28, T.2N., R.9E., West Bloomfield Twp., Oakland County, Michigan, comprised of Lots 45 thru 81, both inclusive, described as beginning at a point on the North line of Section 28, T.2N., R.9E., said point being S.89°48'07"W., 1331.37 feet from the Northeast corner of said Section 28, and proceeding thence S.00°10'44"W., 1115.00 feet along the Westwaly line of Pocomac Village No. 1 Subdivision, Liber 131, Pages 18, 19 & 20; thence N.89°49'16"W., 195.00 feet; thence S.00°10'44"W., 23.58 feet; thence N.89°49'16"W., 125.00 feet; (the last three courses bein along the Northerly line of "Fox Run Green No. 1" as recorded in Liber , Pages ; thence N.00°10'44"E., 233.40 feet; thence N.15°03'00"W., 65.52 feet; thence N.38°32'32"W., 80.00 feet; thence N.39°21'11"W., 60.02 feet; thence N.40°42'52"W., 92.00 feet; thence N.52°08'35"W., 81.62 feet; thence N.89°49'16"W., 103.00 feet; thence N.00°10'44"E., 125.41 feet; thence N.14°58'06"W., 61.74 feet; thence N.17°40'43"W., 105.06 feet thence N.08°03'14"W., 85.00 feet; thence N.00°11'53"W., 240.00 feet to a point on the North line of Section 28, T.2N., R.9E., also being the centerline of Walnut Lake Road; thence along said line N.89°48'07"E., 715.39 feet to the point of beginning. Containing 14.059 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 use and habitability 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, successors and assigns, shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Fox Run Green Homeowner's Association, Inc., its successors and assigns.

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.

PHA Form 1401

PHS Form 26-8201

Rev. October 1975

RECORDED
INDEXED
9:07 AM
MAR 3 1977
DEPT. OF CLERK & RECORDS
MICHIGAN

37201 3500

- 2 - UEA 6857 PGE 848

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) operated and maintained 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:

Crownall Park of Fox Run Green No. 1 Subdivision, part of the N.E. 1/4 of Section 28, T. 2 N., R. 9 E., West Bloomfield Twp., Oakland County Michigan.

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 Palte 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' Assessments of Enjoyment. Every owner shall have a right and assessment of enjoyment in and to ^{all of} 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 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.

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

Rev. October, 1975

The Declarant reserves the right to grant easements within the Common 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 Common Area as determined by the Declarant. This right shall automatically cease upon the recording of the last subdivision which will become subject to this Declaration or on December 31, 1981, whichever is later.

LBN6857 PAGE 849

accepted as noted above
 No such dedication or transfer 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.

Section 3. General Restrictions.

The following restrictions are hereby placed on all Lots in
 Fox Run Green No. 2:

(a) Antennae. No exterior antennae shall be erected
 or maintained on any Lot or improvement thereon in Fox Run
 Green No. 2, except that each Lot Owner shall be entitled to
 erect one television antennae on the exterior of his resi-
 dence for the sole use of the Lot Owner and his family.

(b) Insurance Rates. Nothing shall be done or kept
 in Fox Run Green No. 2 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 Fox
 Run Green No. 2 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 Fox Run Green No. 2
 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, pro-
 vided 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.

LDC#6857 PAGE 850

(E) Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any property within Fox Run Green No. 2 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 Fox Run Green Homeowner's Association, Inc.

(g) Exterior Maintenance and Repair. No Improvement upon any property within Fox Run Green No. 2 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 Fox Run Green No. 2 Rules. There shall be no violation of the Fox Run Green No. 2 Rules once adopted by the Board after Notice and Hearing. If any Owner, his family, or any licensee, lessee or invitee violates the Fox Run Green No. 2 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 Fox Run Green No. 2 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.

LIBER 6857 PAGE 851

(l) Drainage. There shall be no interference with the established drainage pattern over any property within Fox Run Green No. 2 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 Fox Run Green No. 2, nor removal of any Improvement in Fox Run Green No. 2 (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 Fox Run Green No. 2 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) Exception of Declarant. Nothing in the Fox Run Green No. 2 Restrictions shall limit the right of Declarant to complete excavation, grading and construction of Improvements to any property within Fox Run Green No. 2 owned by Declarant, or to alter the foregoing or to construct such additional Improvements as Declarant deems advisable in the course of development of Fox Run Green No. 2 so long as any Lot in Fox Run Green No. 2 remains unsold, or to use any structure in Fox Run Green No. 2 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 Fox Run Green No. 2 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.

BURS 6857 PAGE 852

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 Fox Run Green No. 2 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.

LIBER 6857 PAGE 853

(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 Northerly 25 feet of the Easterly 25 feet of Lot 57, and the Northerly 25 feet of the Westerly 25 feet of Lot 58.

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 earliest:

- (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.

- 0 -

LSE 6857 PAGE 854

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.

* The owner further agreed 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.

- 9 -

LISEN 6857 PAGE 855

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 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 (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 as to all Lots on the first 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 ⁸ 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 Mortgage. 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 percent (25%) of the assessment rate ^{Rev. October 1973} 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 the annual assessment ~~of the Association~~ ^{control person for Class A Members}).

LIC 6857 PAGE 856

lien thereof, shall extinguish the lien of such assessments as to payments which become 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.

87.04

- 11 -
LSE 6857 PGE 857

Therefore, the following will apply: For aesthetic and safety reasons, no above-ground swimming pools will be allowed in Fox Run Green No. 2 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 Township of West Bloomfield, 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 Township of West Bloomfield.

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.

37-01



REC-0857 REG-858

Section 2. Severability. Invalidation 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:

That part of the North 1/2 of Section 28, West Bloomfield Township, T. 2 N., R. 9 E., Oakland County, Michigan described as beginning at the center of said Section 28, T. 2 N., R. 9 E., and proceeding thence N 89°51'30" E 658.43 feet; thence N 00°25'46" E 2635.42 feet; thence N 89°37'17" E 663.15 feet; thence N 89°48'07" E 1326.30 feet; thence S 00°10'44" W 1889.25 feet; thence N 88°46'16" W 411.61 feet; thence S 00°10'44" W 775.61 feet; thence N 89°22'48" W 930.97 feet. to the point of beginning.

LESS

"FOX RUN GREEN NO. 1 SUBDIVISION" part of the N.E. 1/4 of Section 28, T. 2 N., R. 9 E., West Bloomfield Township, Oakland County, Michigan, comprising Lots 1 thru 44, both inclusive, and one Private Park described as beginning at a point on the East and West 1/4 line of Sec. 28, said point being S 89°22'48" E 35.79 feet from the center of Sec. 28, T. 2 N., R. 9 E., and proceeding thence N 31°28'03" E 1318.54 feet; thence S 79°00'24" E 113.15 feet; thence S 58°15'59" E 63.46

37:01

- 13 -

Liber 6857 Page 859

feet; thence N 89°36'55" E 80.00 feet; thence N 69°56'17" E 42.47 feet; thence N 29°24'02" E 34.52 feet; thence N 00°10'44" E 393.91 feet; thence S 89°49'16" E 125.00 feet; thence N 00°10'44" E 23.58 feet; thence S 89°49'16" E 195.00 feet to a point on the West line of Potomac Village No. 1, as recorded in Liber 141, Pages 18, 19, 20; thence along said line S 00°10'44" W 774.25 feet; thence N 88°45'11" W 411.61 feet; thence S 00°10'44" W 775.61 feet to a point on the East and West 1/4 line of Sec. 28, also being the North line of Potomac Village No. 3, as recorded in Liber 142, Pages 16, 17, 18, 19; thence along said line N 89°22'48" W 895.18 feet to the point of beginning.

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 Fox Run Green No. 2 Subdivision, including requirements for the payment of maintenance charges and the requirement for mandatory membership in the Fox Run Green Homeowner's Association, said land may be incorporated with Fox Run Green No. 2 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 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 Fox Run Green No. 2 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 of the Veterans Administration: Annexation of additional properties, location 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 Fox Run Green No. 2 Restrictions, to perform each of the following duties for the benefit of the Owners of each Lot within Fox Run Green No. 2.

(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.