

FOX RUN GREEN NO 7

SHEET 1 OF 2 SHEETS

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



PLAT LEGEND

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

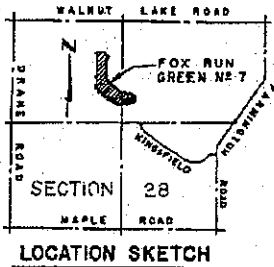
All dimensions are shown in feet

All bearings are in relation to the east 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 18" long

CURVE DIMENSIONS ARE ARC DISTANCES.

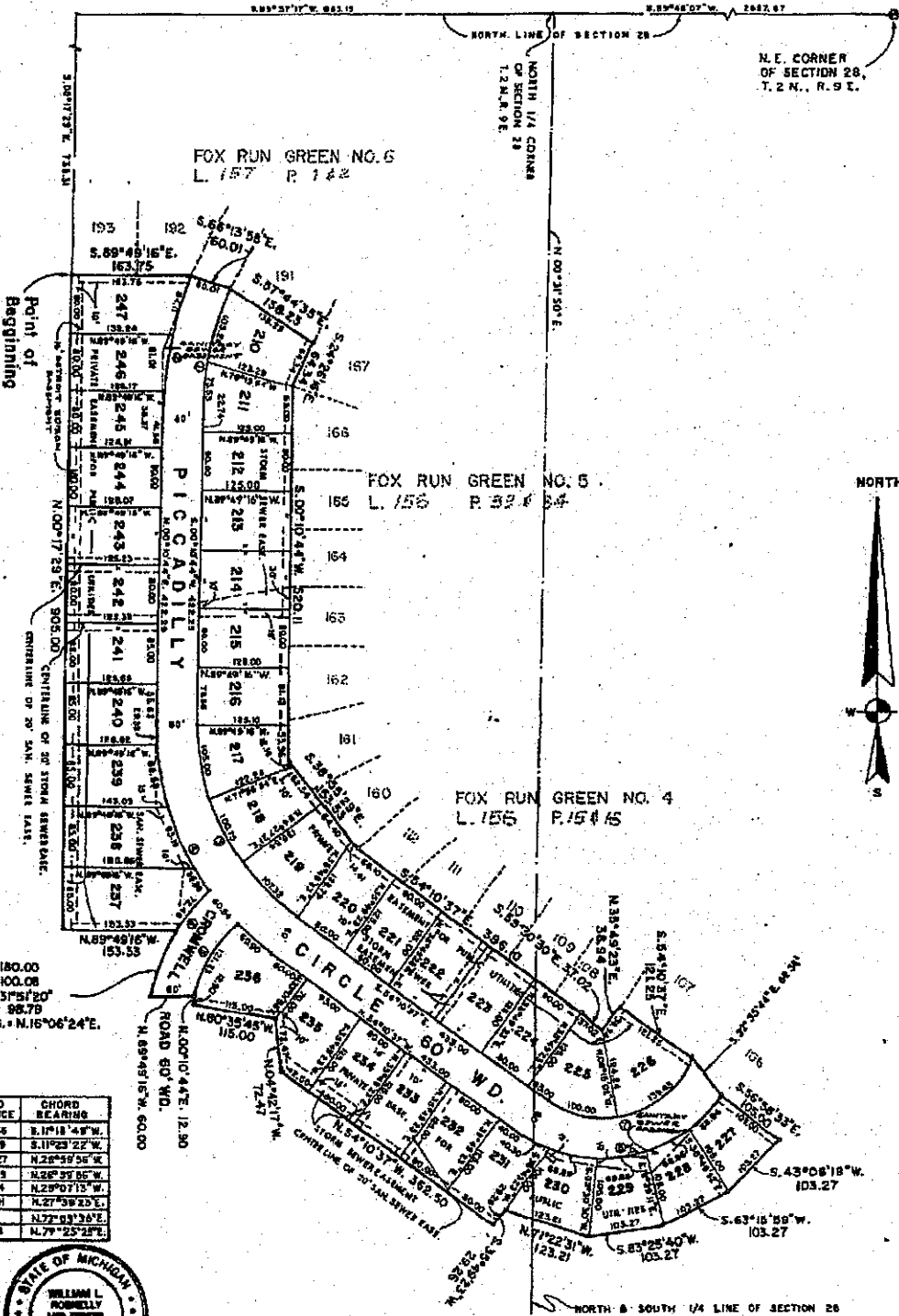


Approved this 20th day of December 2005
Allison Green
 ALLISON GREEN
 STATE TREASURER
 By *Richard L. Bradley*
 Richard L. Bradley - State Treasurer
 Date: April 14, 2006

RAD. = 180.00
 ARC = 100.08
 Δ = 31°51'20"
 CHORD = 98.79
 CH. BRG. = N.16°06'24"E.

CURVE DATA

CURVE	RADIUS	CENTRAL ANGLE	ARC	CHORD DISTANCE	CHORD BEARING
1	460.00	22°16'08"	178.79	177.45	S.17°18'48"W
2	620.00	22°25'17"	203.49	202.19	S.11°25'22"W
3	380.00	54°21'21"	389.89	396.27	N.25°59'58"E
4	330.00	54°21'11"	313.07	308.43	N.26°21'05"W
5	120.00	57°52'58"	121.23	116.14	N.29°07'15"W
6	190.00	64°25'18"	172.24	166.01	N.27°39'25"E
7	130.00	105°29'34"	238.43	207.00	N.77°21'36"E
8	190.00	92°47'54"	307.74	275.18	N.79°25'28"E



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



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CONVEYANCE AND RESTRICTIONS

THIS INSTRUMENT is the owner of certain property in Township of _____, County of _____, State of Michigan, which is more particularly described as:

part of the N.E. 1/4 of Section 28, T. 2 N., R. 15 W., Oakland County, Michigan, comprising lots 1 thru 4, more particularly described as beginning at a point on the East and West lines of said Section 28, being S 89°22'49" E 35.79 feet from the center of Sec. 28 to the East line, thence S 31°22'03" E 238.34 feet; thence S 79°00'24" E 21.34 feet; thence N 89°26'50" E 80.09 feet; thence N 89°26'50" E 21.34 feet; thence N 89°10'44" E 263.81 feet; thence N 89°10'44" E 21.34 feet; thence S 89°48'15" E 195.08 feet; thence S 00°10'15" E 21.34 feet; thence S 89°48'15" E 195.08 feet; thence N 89°48'15" E 774.25 feet; thence N 89°48'15" E 195.08 feet to a point on the West and East 1/4 line of Sec. 28, being 774.25 feet from the West and East 1/4 line of Sec. 28 to the West line, thence N 89°22'49" E 35.79 feet to the point of beginning.

and the grantor hereby declares that all of the properties herein described are subject to the following covenants, conditions and restrictions, which run for the benefit of the grantee, and which shall be binding on the grantee and his heirs, assigns and assigns forever:

... Association shall have the right to shut certain...
... Association shall have the right to shut certain...
... Association shall have the right to shut certain...

... Council Park of Fox Run Green No. 1 Subdivision, part of the...
... Council Park of Fox Run Green No. 1 Subdivision, part of the...
... Council Park of Fox Run Green No. 1 Subdivision, part of the...

... "Lot" shall mean and refer to any plot of land shown on...
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ARTICLE II
EASEMENT RIGHTS

... Council Park of Fox Run Green No. 1 Subdivision...
... Council Park of Fox Run Green No. 1 Subdivision...
... Council Park of Fox Run Green No. 1 Subdivision...

No right of use or occupancy shall be transferred to any other person by deed, gift, lease, or otherwise, and the same shall be held by the estate of the owner.

Section 1. 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 2. General Restrictions.

The following restrictions are hereby placed on all lots within the subdivision, hereinafter referred to as "Lots", and are made a part of the Declaration:

(a) Antennas. No exterior antennas shall be erected or maintained on any lot or improvement thereon in violation of Section No. 1, except that each Lot Owner shall be entitled to erect one television antenna 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 violation of Section No. 1 which will increase the rates of insurance on any Association Property without the approval of the Board, nor shall anything be done or kept in violation of Section 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 shall be divided, however, that the Declarant may approve the division of a vacant lot where a portion of said vacant lot is contained within an adjoining lot and which the Declarant has determined to be a part of said adjoining lot.

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

(g) Exterior Maintenance and Repair. No improvement upon any property within Fox Run 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 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. 1 Rules. There shall be no violation of the Fox Run Green No. 1 Rules adopted by the Board after Notice and Hearing to the owner, his family, or any licensee, lessee or invitee of the Fox Run Green No. 1 Rules, the Board reserves the right of such person to use the Association's Rules and such conditions as the Board may determine and no person shall be liable for any suspension, termination, or other action taken by the Board after Notice and Hearing. In the event of any violation of the Fox Run Green No. 1 Rules, the Association shall have the right to suspend or terminate the right of such person to use the Association's Rules and such conditions as the Board may determine and no person shall be liable for any suspension, termination, or other action taken by the Board after Notice and Hearing.

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(l) Drainage. There shall be no interference with the established drainage pattern over any property within Fox Run 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 Fox Run Green No. 1, nor removal of any Improvement in Fox Run 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 Fox Run 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 Fox Run Green No. 1 Restrictions shall limit the right of Declarant to complete excavation, grading and construction of Improvements to any property within Fox Run 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 Fox Run Green No. 1 so long as any lot in Fox Run Green No. 1 remains undeveloped. Declarant may use any structure in Fox Run 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 Fox Run 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.

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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 situated 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. 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 additions 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.

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ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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.

Rev. October 1973

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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 first due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 3. 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 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 actions, suits, and proceedings, in the opinion of the Association, be necessary or advisable for the collection of delinquent assessments.

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Section 3. Notice and Quorum for Any Action Authorized Under Sections 1 and 2.
 Written notice of any meeting called for the purpose of taking any action authorized under Section 1 or 2 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 4. 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 Page 1} ~~on~~ to all lots on the first day of the month following the conveyance of the ^{first lot within such property} ~~lot~~. 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} ~~assessments on unimproved and improved lots owned by~~ notwithstanding anything to the contrary in the preceding provisions of this deed, shall not constitute a waiver of the assessment lien.

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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 plants, shrubs, landscape materials or other accessories. In approving any of the above mentioned devices, in this Paragraph 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 foot 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 2. 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 12" or more above grade on any side.

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Therefore, the following will apply: For aesthetic and safety reasons, no above-ground swimming pools will be allowed in Fox Run 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, specifications 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.

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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" W 638.43 feet; thence N 60°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 60°18'44" W 1889.25 feet; thence N 88°46'16" W 411.61 feet; thence S 60°10'44" W 775.61 feet; thence N 89°22'48" W 330.97 feet to the point of beginning.

LESS

"FOX RUN GREEN NO. 1 SUBDIVISION" part of the N.E. 1/4 of Section 29, 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 35.72 feet from the center of Sec. 28, T. 2 N., R. 9 E., and proceeding thence N 31°28'53" E 1118.54 feet; thence S 79°08'24" E 113.15 feet; thence S 58°15'59" E 63.46

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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 175.00 feet; thence N 00°10'44" E 23.58 feet; thence S 89°49'16" E 175.00 feet to a point on the West line of Potomac Village No. 1, as recorded in Liber 131, Pages 18, 19, 20; thence along said line S 00°10'44" W 774.25 feet; thence N 82°48'16" 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 855.18 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. 1 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. 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 shall be considered to be reciprocal negative easements that 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. 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 Fox Run Green No. 1 Restrictions, to perform each of the following duties for the benefit of the Owners of each lot within Fox Run 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.

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SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FOX RUN GREEN (A Planned Subdivision Development)

29/27

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, FUITE HOMES OF MICHIGAN CORPORATION, a Michigan Corporation (hereinafter referred to as "Declarant") caused to be recorded a Declaration of Covenants, Conditions and Restrictions for FOX RUN GREEN (a planned subdivision development) in the Recorder's Office of the County of Oakland, State of Michigan, Liber 6857, Page 830; and an Agreement for Planned Subdivision Option for FOX RUN GREEN SUBDIVISION recorded in the Recorder's Office of the County of Oakland, State of Michigan, in Liber 6854, Page 874; and

WHEREAS, Article VI, Section 4 captioned "Annexation", of the Declaration of Covenants, Conditions and Restrictions (hereinafter "Declaration") for FOX RUN GREEN provides for the enlargement of the FOX RUN GREEN planned subdivision 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 FOX RUN GREEN No. 7 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 subdivision 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" 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.

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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 Supplemental 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 FOX RUN 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 Supplemental 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 FOX RUN GREEN planned subdivision 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 residential development as is provided in Article VII, Section 4, captioned "Annexations", of the Declaration of Covenants, Conditions and Restrictions for FOX RUN GREEN.

7. General.

a) This Supplemental 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 Supplemental 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 FOX RUN GREEN.

c) If any of the provisions of this instrument or any paragraph, sentence, clause, phrase, or word 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 word in any other circumstance shall not be affected thereby.

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d) That wherever 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 15th day of December, 1977.

ATTEST:
Patti A. Balliet
Patti A. Balliet
Phyllis Warren
Phyllis Warren

PULTE HOMES OF MICHIGAN CORPORATION
By: Ronald G. Smith
Ronald G. Smith
Its: President

STATE OF MICHIGAN)
COUNTY OF OAKLAND) ss.

The foregoing instrument was acknowledged before me this 15th day of December, 1977, by Ronald G. Smith as President of Pulte Homes of Michigan Corporation.

Witness my hand and official seal.
My Commission Expires: 11/30/80

Patti A. Balliet
Patti A. Balliet
Notary Public OAKLAND

ATTEST:
Mary Ann Hamilton
Mary Ann Hamilton
Daphne L. Meyer
Daphne L. Meyer

THE EVENING NEWS ASSOCIATION
By: Richard M. Spitzley
Richard M. Spitzley
Vice President
By: James T. Dorris
James T. Dorris
Executive Vice President

STATE OF MICHIGAN)
COUNTY OF OAKLAND) ss.

The foregoing instrument was acknowledged before me this 20th day of January, 1978, by Richard M. Spitzley and James T. Dorris as Vice President & Executive Vice President respectively of The Evening News Association.

Witness my hand and official seal.
My Commission Expires: 9-19-81

Jeanne S. Cox
Jeanne S. Cox
Notary Public OAKLAND

DRAFTED BY:
Curtis A. Kime
6400 Farmington Road
West Bloomfield, MI. 48033

RETURN TO: 49031
Curtis A. Kime
6400 Farmington Road
West Bloomfield, MI. 48033

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EXHIBIT "A"

Fox Run Green No. 7 a part of the North 1/2 of Section 28, T.2N., R.9E., West Bloomfield Township, Oakland County, Michigan, comprising Lots 210 thru 247, both inclusive, described as beginning at a point distant S. 89° 49' 07" W., along the North line of Section 28, 2657.67 feet and S. 89° 37' 17" W., 683.15 feet along said N. line of Section 28, and S. 00° 17' 29" W., 715.31 feet from the Northeast corner of Section 28, T.2N., R.9E., and proceeding thence S. 89° 49' 15" E., 163.75 feet; thence S. 66° 13' 58" E., 60.01 feet; thence S. 57° 44' 35" E., 138.23 feet (the last 3 courses being along the E. ly line of Fox Run Green No. 6 Liber. Pages); thence S. 24° 26' 15" E., 64.34 feet; thence S. 00° 10' 44" W., 520.11 feet; thence S. 38° 35' 29" E., 153.53 feet (the last 3 courses being along the W. ly line of Fox Run Green No. 5 Liber. Pages); thence S. 54° 10' 37" E., 386.10 feet; thence S. 55° 30' 38" E., 37.02 feet; thence N. 35° 49' 23" E., 38.94 feet; thence S. 54° 10' 37" E., 121.25 feet; thence along a curve to the left Radius 130.00 feet, arc distance of 12.42 feet, central angle 18° 12' 04", chord distance of 12.41 feet, chord bearing N. 17° 33' 38" E.; thence S. 75° 10' 37" E., 60.00 feet; thence along a curve to the right Radius 190.00 feet, arc distance of 60.36 feet, central angle 18° 12' 04", chord distance of 60.10 feet, chord bearing S. 23° 55' 26" W.; thence S. 56° 58' 33" E., 105.00 feet (the last 8 courses being along the boundary line of Fox Run Green No. 4, Liber. Pages); thence S. 43° 06' 18" W., 103.27 feet; thence S. 63° 15' 59" W., 103.27 feet; thence S. 83° 25' 40" W., 103.27 feet; thence N. 71° 22' 31" W., 123.21 feet; thence S. 35° 49' 23" W., 29.26 feet; thence N. 54° 10' 37" W., 362.50 feet; thence N. 04° 42' 17" W., 72.47 feet; thence N. 80° 35' 45" W., 115.00 feet; thence N. 00° 10' 44" E., 12.90 feet; thence N. 89° 49' 15" W., 60.00 feet; thence along a curve to the right Radius 186.00 feet, arc distance of 100.00 feet, central angle 31° 51' 20", chord distance of 98.79 feet, chord bearing N. 16° 05' 24" E.; thence N. 89° 49' 15" W., 153.33 feet; thence N. 00° 17' 29" E., 905.00 feet to the point of beginning. Containing 11.65863 acres.

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 OAKLAND COUNTY
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 S. Q. A. S.