

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FOX RUN GREEN SUBDIVISIONS**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions (the “Amended and Restated Declaration”) is made and executed this \_\_\_\_ day of \_\_\_\_\_, 2015, by Fox Run Green Homeowners Association, Inc., a Michigan nonprofit corporation (the “Association”), represented herein by \_\_\_\_\_, the President of the Association, who is fully empowered and qualified to act on behalf of the Association.

The Association hereby declares that the original (1) Declaration of Covenants, Conditions and Restrictions for Fox Run Green No. 1 Subdivision recorded in Liber 6857, Pages 830 et seq., as amended by the Supplement to Declaration (Fox Run Green No. 8) recorded in Liber 7123, Pages 646 et seq., the Supplement to Declaration (Fox Run Green No. 7) recorded in Liber 7123, Pages 650 et seq., the Supplement to Declaration (Fox Run Green No. 6) recorded in Liber 7123, Pages 654 et seq., the Supplement to Declaration (Fox Run Green No. 5) recorded in Liber 7123, Pages 658 et seq., and the Supplement to Declaration (Fox Run Green No. 4) recorded in Liber 7123, Pages 662 et seq., Oakland County Records, (2) Declaration of Covenants, Conditions and Restrictions for Fox Run Green No. 2 Subdivision recorded in Liber 6857, Pages 847 et seq., Oakland County Records, and (3) Declaration of Covenants, Conditions and Restrictions for Fox Run Green No. 3 Subdivision recorded in Liber 6857, Pages 864 et seq., Oakland County Records, all of which were originally executed by Pulte Homes of Michigan Corporation, as “Declarant,” are all hereby superseded by the recording of this Amended and Restated Declaration. Accordingly, the real property described in Article II below is and shall be held, transferred, sold, conveyed, occupied, encumbered, leased, rented, improved, or in any other manner utilized, subject to the covenants, conditions, restrictions, uses, limitations, affirmative obligations, easements, charges and liens set forth herein, all of which shall be deemed to run with such real property and which shall be a burden and a benefit to the Association, its successors and assigns, and any persons acquiring or owning an interest in such real property, their grantees, successors, heirs, executors, administrators and assigns.

**ARTICLE I  
DEFINITIONS AND INTERPRETATION**

**1.01 Definitions.** Certain terms are utilized not only in this Amended and Restated Declaration, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and any Rules and Regulations of the Association, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment or transfer of interests in the Subdivisions (as defined below). Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

A. "Articles" or "Articles of Incorporation" means the Articles of Incorporation of the Association, as may be amended from time to time.

B. "Assessments" means the various forms of payment to the Association that are required to be made by Owners (defined below), including any interest, late fees, fines, costs and attorneys' fees incurred in collecting the same.

C. "Association" means Fox Run Green Homeowners Association, Inc., a Michigan nonprofit corporation of which all Owners are members, which corporation shall administer, operate and manage the Subdivisions and administer, operate, manage and maintain the Common Areas (defined below) in accordance with all applicable laws and the Subdivision Documents (defined below). Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Subdivision Documents or Michigan law.

D. "Board" or "Board of Directors" means the duly constituted Board of Directors of the Association, from time to time.

E. "Bylaws" means the Amended and Restated Bylaws of the Association attached as Exhibit A and made a part hereof, and as may be amended from time to time.

F. "Common Areas" mean those areas of land within the Subdivisions designated as being for the beneficial use and enjoyment of the Owners, together with any facilities or other improvements located therein, the same being considered to be owned by the Association on behalf of the Owners. As of the recording of this Amended and Restated Declaration, the Common Areas consist of those areas designated on Exhibit B attached hereto and made a part hereof. Title to the Common Areas is vested in the Association subject to the rights and easement of enjoyment in and to such Common Areas by the Owners.

G. "Declaration" or "Amended and Restated Declaration" means this instrument and all exhibits attached hereto, as the same may be amended from time to time.

H. "Dwelling" or "Residence" shall mean and refer to any single family residence constructed on a Lot.

I. "Lot" means any Lot on the recorded Plats.

J. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot subject to this Amended and Restated Declaration. Both land contract vendees and vendors shall be considered Owners, and shall be jointly and severally liable for all obligations and responsibilities of Owners under this Amended and Restated Declaration. Lessees are not considered Owners. Lessors are the Owners and are responsible for any and all actions of their tenants and guests.

K. "Plats" mean one or more of the Plats attached as Exhibit C and made a part hereof, which individually and collectively cover the Property, as recorded in Oakland County Records.

L. "Property" means the property described in Exhibit C, together with the improvements and additions thereto.

M. "Subdivisions" means all subdivisions listed in Exhibit C and covered by the Plats.

N. "Subdivision Documents" means and includes this Amended and Restated Declaration, the Bylaws, the Plats, the Articles of Incorporation and any Rules and Regulations of the Association.

**1.02 Interpretation.** The Board shall interpret the provisions of this Amended and Restated Declaration as well as those of the Articles of Incorporation, Bylaws and any Rules and Regulations of the Association. Any such interpretation of the Board that is rendered in good faith shall be final, binding and conclusive if the Board receives a written opinion of the Association's legal counsel, or the counsel having drafted this Amended and Restated Declaration or other applicable documents, that the interpretation is not unreasonable, which opinion may be rendered before or after the interpretation is adopted by the Board. Notwithstanding any rule of law to the contrary, the provisions of this Amended and Restated Declaration, the Articles of Incorporation, the Bylaws and any Rules and Regulations of the Association shall be liberally construed so as to effectuate the purposes expressed herein with respect to the efficient operation of the Association and the Property, the preservation of the values of the Lots and Dwellings and the protection of Association's rights, benefits and privileges contemplated herein.

## **ARTICLE II PROPERTY SUBJECT TO THIS AMENDED AND RESTATED DECLARATION**

**2.01 Legal Description.** The Property that is and shall be held, transferred, sold, conveyed and occupied subject to this Amended and Restated Declaration is located in the Township of West Bloomfield, Oakland County, Michigan, and is legally described in Exhibit C.

**2.02 Covenants Running with the Land.** All Owners, by acceptance of a deed to or other conveyance of their Lots, shall be deemed to have automatically consented to the terms, rights and obligations set forth in this Amended and Restated Declaration, the Articles of Incorporation, the Bylaws and any Rules and Regulations of the Association and the terms hereof shall be considered covenants running with the land comprising the Property.

**2.03 Title to Common Areas.** Title to the Common Areas is vested in the Association subject to each Owner's easement of enjoyment in and to such Common Areas. Such easement of enjoyment shall not be personal, but shall be appurtenant to the Lots and shall pass with the title to the Lots whether or not specifically set forth in the deeds or instruments conveying the Lots.

**ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

**3.01 Membership.** Every person or entity who is a record Owner of a fee interest in any Lot shall be a mandatory member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Notwithstanding anything to the contrary herein, any person or entity who holds such interest merely as security for the performance of an obligation shall not be a member of the Association.

**3.02 Voting Rights.** The voting rights of Owners are as provided herein and in the Bylaws and Articles of Incorporation. Each Owner shall be entitled to one vote for each Lot owned, provided that such Owner is in "good standing." As used in this Amended and Restated Declaration and in the Subdivision Documents, "good standing" shall mean that the Owner is not in default in the payment of any Assessment. In the case of any Lot owned jointly by more than one Owner, the voting rights appurtenant to that Lot may be exercised only jointly as a single vote. When an entity or more than one person holds an ownership interest in a 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 in respect to any Lot.

**3.03 Governing Documents.** The Association shall be organized, governed and operated in accordance with its Articles of Incorporation, Bylaws and any Association Rules and Regulations, all of which shall be consistent with the provisions and purposes of this Amended and Restated Declaration.

**3.04 Directors.** The Association's Board of Directors is exclusively vested the right to manage the affairs of the Association.

**ARTICLE IV  
COMMON AREAS AND EASEMENTS**

**4.01 Owners' Easements.** Each Owner, and each Owner's occupants, lessees, guests and invitees, shall have a non-exclusive and perpetual easement over and upon the Common Areas for the intended use and enjoyment thereof in common with all other Owners and their respective occupants, lessees, guests and invitees, subject to the provisions of this Amended and Restated Declaration and the Subdivision Documents including, without limitation, the following:

A. The right and duty of the Association to levy Assessments against each Lot for the purposes set forth in Article V and for the operation of the Subdivisions and the Association in compliance with the provisions of this Amended and Restated Declaration and the other Subdivision Documents;

B. The right of the Association to suspend each Owner's right to use the Common Areas for any period during which such Owner is not in good standing;

C. The right of the Association to adopt at any time and enforce Rules and Regulations governing the use of the Common Areas, the rights and responsibilities of the

Owners and the Association with respect to the Subdivisions or the manner of operation of the Association or the Subdivisions;

D. The right of the Association to have, grant and use general and specific easements over, under and through the Common Areas; and

E. No Board shall dedicate or convey portions of the Common Areas to any public or quasi-public agency, or private authority or utility.

**4.02 Use and Maintenance of the Common Areas.** The Common Areas shall only be used for recreation consistent with the development plan approved by the Township. No Owner shall damage or, without the Association's prior written approval, remove any trees or shrubs from the Common Areas. The Association may establish additional uses for the Common Areas if approved in writing by not less than two-thirds ( $2/3^{\text{rds}}$ ) of the Owners in good standing and ratification by the Township Board of Trustees.

**4.03 Agreement for Planned Subdivision.** The Subdivisions are subject to a certain Agreement for Planned Subdivision Option dated February 23, 1977 and recorded in Liber 6854, Pages 874 et seq., Oakland County Records (the "Planned Subdivision Agreement"), which subjects the Subdivision to certain other restrictions and conditions relating to the Common Areas including, without limitation, the following:

In the event that the Association shall at any time fail to maintain the Common Areas in reasonable order and condition, the Township may serve written notice upon the Association or upon the Owners setting forth the manner in which the Association has failed to maintain the Common Areas in reasonable condition. This notice shall include a demand that the deficiencies be cured within thirty (30) days thereof and shall state the date and place of a hearing thereon before the Township Board of Trustees or such other Board, body or official to whom the Township Board of Trustees shall delegate such responsibility, which shall be held within fourteen (14) days of the notice. At such hearing, the Township may modify the terms of the original notice as to the deficiencies and may give an extension of time within which they shall be cured. If the deficiencies set forth in the original notice or in the modifications thereof shall not be cured within said thirty (30) day or any extension thereof, the Township, in order to preserve the taxable value of the properties within the Subdivisions and to prevent the Common Areas from becoming a public nuisance, may enter upon the Common Areas and maintain the same for a period of one (1) year. Such maintenance by the Township shall not constitute a taking of the Common Areas nor vest in the public any right to use the same. Before the expiration of the one year period, the Township shall, upon its own initiative or upon the request of the Association, call a public hearing upon notice to the Association and to the Owners at which hearing the Association or the Owners shall show cause why such maintenance by the Township shall not, at the election of the Township, continue for a succeeding year. If the Township determines that the Association is ready and able to maintain the Common Areas in reasonable condition, the Township shall cease to maintain the Common Areas at the end of the one year period. If the Township determines that the Association is not ready and able to maintain the Common Areas in a reasonable condition, the Township may, in its discretion, continue to maintain the Common Areas during the next succeeding year and, subject to a similar

hearing and determination, in each year thereafter. The cost of such maintenance by the Township shall be assessed against and shall become a lien on the Lots. The Township, at the time of entering upon the Common Areas for the purpose of maintenance, shall file a notice of lien in the office of the Oakland County Register of Deeds upon the Lots.

**4.04 Drainage.** A permanent easement for drainage purposes over the Common Areas is reserved as shown on the Plats.

**4.05 Easements for Encroachment.** If any portion of a Lot improvement encroaches upon the Common Area, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist provided such encroachment does not exceed one foot within the boundaries of the Common Area and such encroachment does not touch any buildings or interferes 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 the same, so long as it stands, shall and does exist. Any easement for encroachment as set forth in this Section 4.05 shall not be considered or determined to be encumbrances on either the Common Area or a Lot, as the case may be.

**4.06 Easements Appurtenant.** The easements provided in this Article shall be appurtenant to and shall pass with the title to each Lot, but shall not be deemed to grant or convey any ownership interest in any Common Areas subject thereto.

**4.07 Right to Grant Easements.** The Board of Directors shall have the right, without the need to obtain consent of any Owner, to grant easements through the Common Areas for the purpose of causing the installation of any utility lines, television, cable, drainage facilities or any other improvements or utilities which would serve the residents of the Subdivisions.

**4.08 Public Easements.** Fire, police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas in the performance of their respective duties.

## **ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS**

**5.01 Creation of the Lien and Personal Obligation for Assessments.** Each Owner, by acceptance of a deed or land contract vendee's interest to their Lot or other conveyance thereof, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association all general, additional and special Assessments and such other charges for the operation of the Association, maintenance of the Subdivisions and the Common Areas as set forth herein and for the payment of such other expenses allocated or assessed to or through the Association. All such Assessments, together with interest, late fees, fines, costs, actual attorneys' fees incurred in the collection of such Assessments (including attorneys' fees and costs incurred incidental to any bankruptcy proceedings filed by any delinquent Owner or probate or estate matters, including monitoring any payments made by the bankruptcy trustee or the probate court or estate to pay any delinquency, and/or attorneys' fees and costs incurred incidental to any State or Federal Court proceeding filed by an Owner) and advances for taxes or other liens or costs paid by the

Association to protect its rights set forth herein, shall be a charge on the Owner's Lot and shall be a continuing lien upon the Lot against which each such Assessment is made, and shall also be the personal obligation of the person who is the Owner of such Lot at the time the Assessment fell due and all subsequent Owners until paid, except as provided in Section 5.09 below, and shall accrue to the benefit of the Association.

**5.02 Purpose of General Assessments.** Except as otherwise provided herein, the Association shall use the assessments levied under this Article V for the purpose of (i) promoting the recreation, health, welfare and safety of the residents of the Subdivisions, including the holding of social events, (ii) administering the Subdivisions, (iii) improving, maintaining, repairing and replacing the Common Areas, the Subdivision entryways including any entryway signage, and the cul-de-sac islands (including any landscaping located therein) located on Beauchamp Place Drive, Kingsfield Drive, Brompton Court, Dover Court, Hammersmith Drive and Cromwell Court, (iv) enforcing the Subdivision Documents, and (v) performing any other services or purposes for which the Association is incorporated. In addition to the foregoing, if the Association finds that it is dissatisfied with municipal maintenance, repair and replacement of the roads within the Subdivisions, the Association may maintain (such maintenance to include, without limitation, snow removal) and repair the roadways, regardless of the fact that the roads have been dedicated to the public.

**5.03 Rates of Assessments; General Assessments.** All general, additional and special assessments shall be made against each Lot equally. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year that may be required for the proper operation, management and maintenance of the Subdivisions, the Common Areas and the Association, including a reasonable allowance for contingencies and reserves. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be available to each Owner. The assessment for the year shall be established based upon said budget, but shall not exceed 5% of the maximum assessment for the previous year.

**5.04 Additional Assessments.** The Board of Directors shall have the authority to increase the general assessment or to levy such additional assessments as it shall deem to be necessary in its sole discretion, provided that the same shall be required for only the following: (i) to meet deficits incurred or anticipated because current assessments are insufficient to pay the costs of operation and maintenance as provided in Section 5.02; (ii) to provide replacements of existing Common Areas; or (iii) for any emergencies.

**5.05 Special Assessments.** Special assessments, in addition to those described in Sections 5.03 and 5.04 above, may be made by the Board of Directors from time to time if approved by the Owners as provided herein, to meet other requirements of the Association, including, but not limited to: (i) assessments to purchase a Lot upon foreclosure of the lien for assessments described herein; or (ii) assessments for any other appropriate purpose not elsewhere described. Special assessments as provided for by this subsection shall not be levied without the prior approval of two thirds ( $2/3^{\text{rds}}$ ) of those Owners in good standing.

**5.06 Date of Commencement of Annual Assessments; Due Dates; Exemptions.** The general annual assessment provided for in this Article shall be imposed for the fiscal year beginning November 1 and ending October 31. The Board of Directors shall have the authority to change the Association's fiscal year without the necessity of amending this Amended and Restated Declaration. The regular annual assessments shall be payable in annual or such other installments as determined by the Board of Directors, commencing with acceptance of a deed to or a land contract vendee's interest in a Lot, or with the acquisition of fee simple title to a Lot by any other means. The Board of Directors shall fix the due date of the general and any additional or special assessment by resolution. All Common Areas and all other property exempt from State and/or local taxation and dedicated for public use shall be exempt from assessments hereunder.

**5.07 Effect of Non-Payment of Assessment; Remedies of the Association.** The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment, which shall be the first (1<sup>st</sup>) day of January each fiscal year or such other date as may be established from time to time by the Board of Directors for any assessment. Assessments in default shall bear interest at a rate not to exceed the highest rate allowed by law (currently 7%) until paid in full. In addition, all assessments, or installments thereof, which remain unpaid as of ten (10) days after the due date (based on the postmark date) shall incur a uniform late charge as may be established by the Board of Directors from time to time pursuant to Section 6.17, to compensate the Association for administrative costs incurred as a result of the delinquency. The Board of Directors may revise the uniform late charges, and may levy additional late charges for special and additional assessments, without the necessity of amending this Amended and Restated Declaration. The Association may also accelerate any unpaid installments for the fiscal year remaining unpaid and those of any subsequent fiscal year into which the delinquency continues, which shall become immediately due and payable in full. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment against the Owner, may record against the Lot a lien securing the payment of all delinquent amounts, may foreclose any such lien, or may pursue one or more of such remedies at the same time or successively. An Owner may not withhold or escrow assessments, and may not assert in an answer, or set-off to a complaint brought by the Association for nonpayment of assessments, that the Association or its agents have not provided services. In addition, any and all persons acquiring title to or an interest in a Lot as to which an assessment is delinquent, including without limitation persons acquiring title by operation of law and by judicial sales, shall not be entitled to occupy the Lot or utilize the Common Areas until such time as all delinquent assessments due and owing have been fully paid; provided, however, that the provisions of this sentence shall not be applicable to first mortgages. An Owner in default shall not be qualified to run for or function as an officer or Director of the Association, and shall not be entitled to vote at any meeting of the Association so long as such default continues. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including attorney's fees; second, to any interest charges, fines and late fees on such installments; and third, to installments in default in order of their due dates. An Owner selling a Lot shall not be entitled to any refund whatsoever from the Association with respect to any reserve account or other asset of the Association.



Each Owner, and every other person who from time to time has any interest in the Property, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments, costs and expenses, either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligation of the parties to such actions. Further, each Owner and every other person who from time to time has any interest in the Property, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Lot and improvements thereon with respect to which assessments are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Owner acknowledges that at the time of acquiring title to such Lot, they were notified of the provisions of this Section and that they voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Lot. The Association shall have such other remedies for collection and enforcement of assessments as may be permitted by applicable law. All remedies are intended to be, and shall be, cumulative.

**5.08 Waiver of Use or Abandonment of Lot.** No Owner may waive or otherwise escape liability for assessments by non-use (whether voluntary or involuntary) of the Common Areas, abandonment of the right to use the Common Areas, or abandonment of their Lot.

**5.09 Subordination of the Lien.** Except for claims evidenced by a lien recorded prior to the recordation of a first mortgage, the lien of the assessments provided for in this Article shall be subordinate to the lien of any first mortgage; provided, however, that any such mortgage lender when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgage lender acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgage lender, shall hold title subject to the liability and lien of any assessment, or part thereof, attributable to the period commencing on the date of the foreclosure sale (or conveyance in lieu of foreclosure). Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by and a lien against all Lots subject to assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

**5.10 Certificate with Respect to Assessments.** Upon the written request of any Owner, the Association shall furnish, within five (5) business days, a written certificate regarding the status of any assessments or other charges levied against the Owner's Lot. Any such certificate, when properly issued by the Association, shall be conclusive and binding with regard to the status of the assessments as between the Association and any bona fide purchaser of the Lot described in the certificate and the lender who has taken a lien on the Lot as security for the repayment of a loan.

## **ARTICLE VI ARCHITECTURAL CONTROL**

**6.01 Preexisting Conditions.** Owner improvements and structures, including any landscaping, that exist as of the date this Amended and Restated Declaration become effective shall be permitted to remain and be maintained.

**6.02 Approval Required.** No building, fence, wall, retaining wall, swimming pool, outbuilding or other permanent structure shall be commenced or erected until plans and specifications acceptable to the Association showing the nature, dimensions, and location of such structure are submitted to and approved in writing by the Board, and a copy of said plans and specifications, as finally approved, filed with the Association. The Association shall have the right to deny any such plans or specifications that do not conform to this Amended and Restated Declaration. The board of directors reserves the right to deviate from any or all of the restrictions set forth in this Amended and Restated Declaration, provided that the Owner demonstrates that the application of the particular restriction(s) in question would create practical difficulties or hardships not of the requesting Owner's creation. Any such deviation shall be evidenced by a written agreement and no such deviation or agreement shall constitute a waiver of any such restriction as to any other Lot or Owner.

**6.03 Limitation of Liability.** The Association shall not incur any liability whatsoever for approving or failing or refusing to approve all or any part of any submitted plans or specifications.

## **ARTICLE VII BUILDING AND USE RESTRICTIONS**

**7.01 Use of Lots.** All Lots shall only be used for single-family residential purposes (as defined by Township Ordinances) only and no building shall be erected, re-erected, placed or maintained or permitted to remain on any Lot except one (1) single family private Dwelling and its appurtenant buildings. No Owner shall carry on any business enterprise or commercial activity within the Subdivisions or upon their Lot, specifically including for profit day care, adult foster care, nursing facilities, transitional housing and similar enterprises, except that Owners shall be allowed to have home offices in their Dwellings, provided the same (i) do not involve additional pedestrian or vehicular traffic by customers, users or beneficiaries of the services being performed and/or congestion within the Subdivisions, (ii) do not utilize or involve the presence of any employees upon their Lots other than the Owners or occupants, (iii) do not unreasonably disturb other Owners, (iv) do not involve additional expense to the Association, (v) do not violate any other provision or restriction contained in this Amended and Restated Declaration, (vi) do not involve the storage of bulk goods for resale, and (vii) do not constitute a violation of any municipal ordinances or regulations. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same shall not be kept except in sanitary containers properly concealed from public view.

**7.02 Character and Size of Buildings.** All Dwellings shall be constructed in accordance with the applicable governmental building codes, ordinances and regulations and with such further standards as set forth in this Amended and Restated Declaration.

**7.03 Building Location and Lot Size.** The location of all buildings and structures on each Lot shall be in accordance with Township Ordinances. No Lot shall be subdivided. The minimum size of each Lot shall be the Lot size as established on the applicable Plat. In the event more than one Lot, or part of a Lot, is developed as a single Lot (and except as to the obligation of each Owner for any assessments made against each separate Lot), all restrictions set forth in this Amended and Restated Declaration shall apply to such resulting Lot in the same manner as to any single Lot.

**7.04 Temporary Structures, Damaged Dwellings and Reconstruction.** No trailer, camper of any kind, mobile home, tent, shack, garage, barn, out-building or structure of a temporary character shall be located at any time on a Lot except as otherwise provided herein. Notwithstanding the foregoing, child play sets and playground equipment may be maintained in the rear and front yards of each Lot provided, however, that any child play set or playground equipment located in the front yard of a Lot shall only be permitted to remain in the front yard for a period of not more than seventy-two (72) hours in any thirty-day (30) period; further, temporary tents for parties shall be permitted for period of not more than forty-eight (48) hours in any thirty-day (30) period. All permanent Dwellings shall be completed within one (1) year from the commencement of construction. Any damaged or destroyed building for which repair or reconstruction has not promptly commenced shall be removed so that there are no ruins or debris remaining within six (6) months from the date of damage or destruction. Any building that is not completed within one (1) year from commencement of construction or any damage or destruction not promptly remedied shall be deemed a nuisance and may be abated as provided herein or by applicable law. Any portion of the Property within any public or private road or right-of-way which is disturbed by reason of any work or activity performed by an Owner, or an Owner's agents, employees, contractors shall be restored by the Owner, at the Owner's sole expense, to its condition immediately prior to the commencement of such work or activity. Such restoration shall be performed within a reasonable time, and in no event later than the date of completion of any work or activity on the Owner's Lot. Sheds may be allowed with the prior written approval of the Board of Directors to assure that they are harmonious with the character of the Subdivisions in the Board's sole discretion.

**7.05 Drainage.** There shall be no interference with the established drainage pattern over any property within the Subdivisions unless adequate provision is made for proper drainage and is approved by the Association. For purposes of this Section 6.05, "established drainage pattern" is defined as the drainage that exists at the time the over-all grading of the property was completed or which is shown on any plans approved by the Association.

**7.06 Underground Wiring.** No permanent lines or wires for communication or other transmission of electrical power (except transmission lines located on existing or proposed easements) shall be constructed, placed or permitted to be placed anywhere above ground on a Lot other than within buildings or structures.

**7.07 Fences.** Except as otherwise provided herein, no fence or wall of any kind shall be erected on any Lot except an ornamental fence not exceeding three feet (3') in height. Subject to the provisions of Article VI, an Owner may construct a deck or patio screen at the rear of the Dwelling so long as it does not exceed 6 feet in height, 16 feet in depth and 32 feet in width. Subject to the provisions of Article VI, an Owner must construct a fence around a swimming pool as a safety precaution so long as such fence is constructed in accordance with municipal ordinances and requirements. Owners shall maintain and keep any permitted fence in good condition at all times and any permitted fences shall comply with all applicable state and local building requirements, laws and ordinances.

**7.08 Projectile Weapons.** No Owner shall use, or permit the exterior use or discharge of any firearms, air rifles, pellet guns, BB guns, bows and arrows, slingshots or other similar dangerous weapons, projectiles or devices anywhere on or about the Subdivisions or on any Lot.

**7.09 Animals.** Only domesticated household pets may be kept on any Lot. Any dog kept by an Owner on their Lot shall be kept either on a leash or in a dog run or pen, or properly restrained via the utilization of an invisible fence, and shall otherwise not be allowed to run loose or unattended. No dog runs or pens shall be permitted to be erected or maintained unless the run or pen is 54 inches or less in height and is attached to the rear of the Dwelling, and no dog runs or pens shall extend beyond the side yard building lines of the Dwelling. Each Owner shall be responsible for the collection and disposition of all fecal matter deposited by any animal maintained by such Owner anywhere in the Subdivisions.

**7.10 Landscaping.** Owners shall keep their Lots, including all landscaping beds, lawns, trees, ornamental materials and drainage ditches contiguous to each Lot, if any, well maintained. Homeowners abutting common areas are permitted to maintain the mowed lawn areas of the commons to match the homeowners' mowing schedule. No additions to or removal of any hardscape, landscaping or live vegetation shall be permitted unless requested in writing and approved by the Board of Directors.

**7.11 Owner Maintenance of Lot, Dwelling and Appurtenant Structures and Improvements.** Owners shall maintain all driveway and walkway surfaces and exterior Dwelling surfaces, including without limitation roofs, fascia, shutters and soffits, and all improvements located on the Lot in a neat, orderly and safe manner.

**7.12 Signs.** Non-commercial signage, flags, and pennants in compliance with the township ordinances and regulations are permitted. Commercial signage is not permitted with the exception of for sale, for rent, or home improvement companies. All signs must be removed at the completion of the contract or project. All permitted signs shall be kept clean and in good repair.

**7.13 Garbage and Refuse.** If stored outside, all food waste must be kept in an enclosed and sanitary container. Other trash and refuse may be kept outside if maintained in a neat and orderly manner. All trash, refuse, and garbage stored outside, must be placed at the curb for the next scheduled pickup, but no earlier than twenty-four (24) hours of that scheduled pickup. Garbage containers and refuse must be placed on your own property and not in the road.

**7.14 Swimming Pools.** Only "in-ground" pools shall be permitted. "Above-ground" pools, which shall be defined as swimming pools that project more than 24" above grade on any side, are not permitted. Notwithstanding the foregoing, pools that are generally known as "wading" or "children" pools and which have a retaining wall no higher than 24" from ground level to the top edge of the retainer, cover no more than 125 square feet of ground surface, are of a type that can be readily emptied, do not require filtering equipment shall be permitted and shall not be considered "above-ground" pools.

**7.15 Vehicular Parking and Storage.** All restrictions of local ordinances related to the keeping, repairing and storing of vehicles shall be applicable. Nonoperational vehicles or vehicles with expired license plates shall not be parked within the Subdivisions other than inside an Owner's garage.

For purposes of this Section, commercial vehicles shall include vehicles or trucks with a curb weight of more than 8,000 pounds, overall length in excess of 20 feet, or with more than two axles, vehicles with commercial license plates, vehicles not intended for personal transportation, or any vehicle either modified or equipped with attachments, equipment or implements of a commercial trade, including, but not limited to, storage racks, ladder or material racks, tanks, spreaders, storage bins or containers, vises, commercial towing equipment or similar items. Notwithstanding this definition, the Board of Directors shall have the discretion to permit unobtrusive "tradesperson vehicles" that also function as a resident's primary means of transportation, provided the same are licensed and operational.

**7.16 Cost of Enforcing Documents.** Any and all costs, fees, damages, fines, expenses or actual attorneys' fees incurred or levied by the Association in enforcing any of the restrictions set forth in this Declaration or in Rules and Regulations promulgated by the Association and any expenses incurred as a result of the conduct of less than all those entitled to occupy the Subdivisions, or by their licensees or invitees, may be assessed to, secured by a lien on the offending Owner's Lot and collected from the responsible Owner in the manner provided in Article V hereof.

## **ARTICLE VIII ENFORCEMENT**

**8.01 Compliance by Owners.** Every Owner and every Owner's occupants, lessees, guests and invitees (each, a "permittee"), shall comply with the restrictions and covenants set forth herein and in the Subdivision Documents.

**8.02 Remedies for Default.** Failure of an Owner or their permittees to comply with the Subdivision Documents shall be grounds for relief, which may include, without limitation, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in the payment of Assessments and as more fully set forth in Article V), or any combination thereof.

**8.03 Failure to Enforce Rights.** The failure of the Association or of any Owner to enforce any right, provision, covenant or condition that may be granted by the Subdivision Documents shall not constitute a waiver of the right of the Association or of any such Owner to enforce such right, provisions, covenant or condition in the future.

## **ARTICLE IX GENERAL PROVISIONS**

**9.01 Duration.** The covenants and restrictions of this Amended and Restated Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association, the Declarant (at all times) and any Owner and their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Amended and Restated Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of seventy-five percent (75%) of all the Lots subject hereto has been recorded, agreeing to revoke said covenants and restrictions.

**9.02 Notice.** Any notice required to be sent to any Owner under the provisions of this Amended and Restated Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

**9.03 Interpretation.** The Article and Section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions and interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter genders shall each include the others.

**9.04 Severability.** Invalidation of anyone of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

**9.05 Effective Date.** This Amended and Restated Declaration shall become effective upon its recordation with the Oakland County Register of Deeds.

**9.06 Amendment.** This Amended and Restated Declaration may be amended, changed or added to at any time and from time to time upon the execution and recording of an instrument signed by the President of the Association and certifying that the amendment set forth in the instrument was adopted by a vote of at least seventy-five percent (75%) of the votes of all Owners in good standing.

**9.07 Conflict.** This Amended and Restated Declaration shall take precedence over conflicting provisions in the Articles of Incorporation, Bylaws and any Rules and Regulations of the Association and the Articles shall take precedence over the Bylaws and the Rules and Regulations.

**9.08 No Public Right or Dedication.** Nothing contained in this Amended and Restated Declaration shall be deemed to be a gift or dedication of all or any part of the Common Areas to the public, or for any public use.

**9.09 Constructive Notice and Acceptance.** Every person who owns, occupies or acquires any right, title, estate or interest or to any Lot or other property located on or within the Subdivisions shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition, lien and covenant contained herein, whether or not any reference hereto is contained in the instrument by which such person acquired an interest in such Lot or other property.

**9.10 Covenants Running with the Land.** Anything to the contrary herein notwithstanding and without limiting the generality (and subject to the limitations) of Section 10.01 hereof, it is the intention of all parties affected hereby (and their respective heirs, personal representatives, successors and assigns) that these covenants and restrictions shall run with the Property and with title to the Property. Without limiting the generality of Section 10.04 hereof, if any provision or application of this Amended and Restated Declaration would prevent this Amended and Restated Declaration from running with the Property, such provision or application shall be judicially modified, if at all possible, to come as close as possible to the intent of such provision or application and then be enforced in a manner which will show these covenants and restrictions to so run with the Property; however, if such provision and/or application cannot be so modified, such provision and/or application shall be unenforceable and considered null and void in order that the paramount goal of the parties (that these covenants and restrictions run with the Property as aforesaid) be achieved.

[SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Association has executed this Amended and Restated Declaration on the day and year first above written

Fox Run Green Homeowners Association, Inc., a Michigan Nonprofit Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: President

STATE OF MICHIGAN )  
 ) ss:  
COUNTY OF Oakland )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by \_\_\_\_\_, the president of Fox Run Green Homeowners Association, Inc., a Michigan Nonprofit Corporation, on behalf of the Corporation.

\_\_\_\_\_  
, Notary Public  
\_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires:

Document drafted by and when recorded return to:  
Stephen M. Guerra, Esq.  
Makower Abbate Guerra PLLC  
30140 Orchard Lake Rd.  
Farmington Hills, MI 48334



**EXHIBIT A**

**ASSOCIATION BYLAWS**

(see attached)

## **EXHIBIT B**

### **COMMON AREAS**

Cromwell Park and Fox Run Green Park of Fox Run Green No. 1 Subdivision, part of the N.E. ¼ of Section 28, T. 2 N., R. 9 E., West Bloomfield Township, Oakland County, Michigan, together with any improvements located thereon including, without limitation, any fencing, paths, playground equipment, common lighting, signage located thereon. Also included are the following:

- (1) Wood paths;
- (2) The pipeline easement;
- (3) The pathways located between Lots 32 and 33, Fox Run Green No. 1, and Lots 202 and 203, Fox Run Green No. 6, and the pathways located adjacent to Lot 24, Fox Run Green No. 1, Lot 106, Fox Run Green No.4, and Lot 227, Fox Run Green No. 7;
- (4) The entryway easement and signs located on Lots 57 and 58, Fox Run Green No. 2.

## EXHIBIT C

### SUBDIVISIONS COVERED BY THIS AMENDED AND RESTATED DECLARATION

#### FOX RUN GREEN NO. 1 SUBDIVISION

Part of the N.E.  $\frac{1}{4}$  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  $\frac{1}{4}$  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 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 131, Pages 18, 19, 20; thence along said line S 00°10'44" W 774.25 feet; thence N 88°46'16" W 411.61 feet; thence S 00°10'44" W 775.61 feet to a point on the East and West  $\frac{1}{4}$  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.

#### FOX RUN GREEN NO. 2 SUBDIVISION

Part of the N.E.  $\frac{1}{4}$  of Section 28, T.2N., 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.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 Westerly line of Potomac 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 being along the Northerly line of "Fox Run Green No. 1" as recorded in Liber 151, Pages 14 & 15); 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.

#### FOX RUN GREEN NO. 3 SUBDIVISION

Part of the N.E.  $\frac{1}{4}$  of Section 28, T.2N., R.9 E., West Bloomfield Twp., Oakland County, Michigan, comprising Lots 82 thru 98, both inclusive, described as beginning at a point, said point being S.89°48'07"W., along the North line of Section 28, 1331.37 feet and S.00°10'44"W., 1115.00 feet and N.89°49'16"W., 195.00 feet and S.00°10'44"W., 23.58 feet and N.89°49'16"W., 125.00 feet from the Northeast corner of Section 28, T.2N., R.9E., and proceeding thence S.00°10'44"W., 393.91 feet; thence S.29°24'02"W., 34.52 feet; thence S.69°56'17"W., 42.47 feet; thence S.89°36'55"W., 80.00 feet; thence N.58°15'59"W., 63.46 feet; thence N.79°00'24"W., 87.80 feet, the last six courses being

along the Northerly and Westerly line of "Fox Run Green No. 1", as recorded in Liber 151, Pages 14 & 15; thence N. 00°10'44"E., 419.58 feet; thence N.89°49'16"W., 28.00 feet; thence N.00°10'44"E., 60.00 feet; thence N.02°47'00"W., 80.70 feet; thence N.64°55'08"W., 71.79 feet; thence N. 12°45'18"E., 137.02 feet; thence N.15°22'41"E., 60.11 feet; thence N.12°19'00"E., 133.80 feet; thence S. 89°49'16"E., 71.92 feet; thence S.52°08'35"E., 81.62 feet; thence S.40°42'52"E., 92.00 feet; thence S.39°21'11"E., 60.02 feet; thence S.38°32'32"E., 80.00 feet; thence S.15°03'00"E., 65.52 feet; thence S.00°10'44"W., 233.40 feet; the last seven courses being along the Southerly and Westerly line of "Fox Run Green No. 2" as recorded in Liber 151, Pages 20 & 21, to the point of beginning. Containing 6.004 acres.

#### FOX RUN GREEN NO. 4 SUBDIVISION

A part of the North ½ of Section 28, T.2N., R.9 E., West Bloomfield Township, Oakland County, Michigan, comprising Lots 99 thru 144, both inclusive and one Private Park, described as beginning at a point, said point being along the North Line of Section 28, S.89°48'07"W. 1331.37 feet and S.00°10'44"W. 1048.82 feet and N.89°49'16"W. 625.00 feet from the Northeast corner of Section 28, T.2N., R.9E., and proceeding thence S.00°10'44"W. 60.00 feet; thence S.89°49'16"E. 28.00 feet; thence S.00°10'44"W. 419.58 feet along the W. line of Fox Run Green #3 Subdivision Liber 151, Pages 29 & 30, thence N.79°00'24"W., 25.36 feet; thence S.31°28'03"W. 1318.54 feet (the last 2 courses being along the boundary line of Fox Run Green #1 Subdivision Liber 151, Pages 14, 15); thence along the N. line of Potomac Village No. 3 Liber 142, Pages 16, 17, 18, 19, also being the E. & W. ¼ line of Section 28 N.89°22'48"W. 35.79 feet to the center of Section 28; thence along the E. & W., ¼ line of Section 28, N.89°51'30"W. 163.91 feet; thence N.36°15'29"E. 871.40 feet; thence N.56°58'33"W. 105.00 feet; thence along a curve to the left Radius 190.00 feet, arc distance 60.36 feet, central angle 18°12'04", chord distance 60.10 feet, chord bearing N.23°55'26"E.; thence N.75°10'37"W. 60.00 feet; thence along a curve to the right Radius 130.00 feet, arc distance 12.42 feet, central angle 05°28'26", chord distance 12.41 feet, chord bearing S.17°33'38"W. 38.94 feet; thence N.55°30'30"W. 37.02 feet; thence N.54°10'37"W. 386.10 feet; thence N.48°56'34"E. 136.39 feet; thence along a curve to the right Radius 300.00 feet, arc distance 46.78 feet, central angle 08°56'06", chord distance 46.74 feet, chord bearing N.36°35'25"W.; thence N.59°11'50"E. 194.49 feet; thence N.37°49'52"W. 45.74 feet; thence N.00°10'44"E. 282.46 feet; thence N.52°50'55"E. 74.48 feet; thence N. 37°20'43"E. 106.61 feet; thence S.89°49'16"E., 485.29 feet; thence S.64°55'08"E. 105.47 feet being partly along the Southerly line of Fox Run Green #3, Liber 151, Pages 29 & 30; thence S.02°47'00"E. 80.70 feet along the Westerly line of Fox Run Green #3, Liber 151, Pages 29 & 30, to the point of beginning. Containing 18.66015 acres.

#### FOX RUN GREEN NO. 5 SUBDIVISION

Part of the North ½ of Section 28, T.2N., R.9E., West Bloomfield Township, Oakland County, Michigan, comprising Lots 145 thru 178, both inclusive, described as beginning at a point, said point being along the North line of Section 28, S.89°48'07"W. 1331.37 feet and S.00°10'44"W. 613.82 feet and N.89°49'16"W. 622.20 feet from the Northeast corner of Section 28, T.2N., R.9E., and proceeding thence S.12°19'00"W., 133.80 feet; thence S.15°22'41"W. 60.11 feet; thence S.12°45'18"W. 137.10 feet; thence 64°55'08"W. 31.68 feet; thence N.89°49'16"W. 485.29 feet; thence S.73°20'43"W. 106.61 feet; thence S.52°50'55"W. 74.48 feet; thence S.00°10'44"W. 282.46 feet; thence S.37°49'52"E. 45.74 feet; thence S.59°11'50"W. 194.49 feet; thence along a curve to the left, Radius

300.00 feet, arc distance 46.78 feet, central angle  $08^{\circ}56'06''$ , chord distance 46.74 feet; chord bearing  $N.36^{\circ}35'25''W.$ ; thence  $S.48^{\circ}56'34''W.$  136.39 feet (the last 9 courses being along the boundary line of Fox Run Green #4 Liber 156, Pages 15 & 16); thence  $N. 38^{\circ}55'29''W.$  153.53 feet; thence  $N.00^{\circ}10'44''E.$  520.11 feet; thence  $N.24^{\circ}26'16''E.$  144.34 feet; thence  $N.42^{\circ}21'50''E.$  60.00 feet; thence  $N.54^{\circ}05'17''E.$  118.83 feet; thence  $N.75^{\circ}21'46''E.$  182.60 feet; thence  $S.89^{\circ}49'16''E.$  687.05 feet to the point of beginning. Containing 10.42643 acres.

#### FOX RUN GREEN NO. 6 SUBDIVISION

Part of the North  $\frac{1}{2}$  of Section 28, T.2N., R.9E., West Bloomfield Township, Oakland County, Michigan, comprising Lots 179 thru 209, both inclusive, and Private Park, described as beginning at a point on the North line of Section 28, said point being  $S.89^{\circ}48'07''W.$  2046.76 feet along said N. line of Section 28, from the Northeast corner of Section 28, T.2N., R.9E., and proceeding thence  $S.00^{\circ}11'53''E.$ , 240.00 feet; thence  $S.08^{\circ}03'14''E.$  85.00 feet; thence  $S.17^{\circ}40'43''E.$  105.06 feet; thence  $S.14^{\circ}58'06''E.$  61.74 feet; thence  $S.00^{\circ}10'44''W.$  125.41 feet; (the last 4 courses being along the W. line of Fox Run Green No. 2, Liber 151, Pages 20, 21); thence  $N.89^{\circ}49'16''W.$  655.97 feet; thence  $S.75^{\circ}21'46''W.$  182.60 feet; thence  $S.54^{\circ}05'17''W.$  118.83 feet; thence  $S.42^{\circ}21'50''W.$  60.00 feet; thence  $S.24^{\circ}26'16''W.$  80.00 feet (the last 5 courses being along the N'ly line of Fox Run Green No. 5, Liber 156, Pages 33 & 34); thence  $N.57^{\circ}44'35''W.$  138.23 feet; thence  $N.66^{\circ}13'58''W.$  60.01 feet; thence  $N.89^{\circ}49'16''W.$  163.75 feet; thence  $N.00^{\circ}17'29''E.$  735.31 feet to a point on the North line of Section 28, thence along said line  $N.89^{\circ}37'17''E.$  663.15 feet; thence continuing along said N. line of Section 28,  $N.89^{\circ}48'07''E.$  610.90 feet to the point of beginning. Containing 19.80914 acres.

#### FOX RUN GREEN NO. 7 SUBDIVISION

Part of the North  $\frac{1}{2}$  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  $S.89^{\circ}48'07''W.$  along the North Line of Section 28, 2657.67 feet and  $S.89^{\circ}37'17''W.$  663.15 feet along said N. line of Section 28, and  $S.00^{\circ}17'29''W.$  735.31 feet from the Northeast corner of Section 28, T.2N., R.9E., and proceeding thence  $S.89^{\circ}49'16''E.$  163.75 feet; thence  $S.66^{\circ}13'58''E.$  60.01 feet; thence  $S.57^{\circ}44'35''E.$  138.23 feet (the last 3 courses being along the S'ly line of Fox Run Green No. 6 Liber 157, Pages 1 & 2); thence  $S.24^{\circ}26'16''E.$  64.34 feet; thence  $S.00^{\circ}10'44''W.$  520.11 feet; thence  $S.38^{\circ}55'29''E.$  153.53 feet (the last 3 courses being along the W'ly line of Fox Run Green No. 5 Liber 156, Pages 33 & 34); thence  $S.54^{\circ}10'37''E.$  386.10 feet; thence  $S.55^{\circ}30'30''E.$  37.02 feet; thence  $N.35^{\circ}49'23''E.$  38.94 feet; thence  $S.54^{\circ}10'37''E.$  121.25 feet; thence along a curve to the left Radius 130.00 feet, arc distance of 12.42 feet, central angle  $18^{\circ}12'04''$ , chord distance of 12.41 feet, chord bearing  $N.17^{\circ}33'38''E.$ ; thence  $S.75^{\circ}10'37''E.$  60.00 feet; thence along a curve to the right Radius 190.00 feet, arc distance of 60.36 feet, central angle  $18^{\circ}12'04''$ , chord distance of 60.10 feet, chord bearing  $S.23^{\circ}55'26''W.$ ; thence  $S.56^{\circ}58'33''E.$  105.00 feet (the last 8 courses being along the boundary line Fox Run Green No. 4, Liber 156, Pages 15 & 16); thence  $S.43^{\circ}06'18''W.$  103.27 feet; thence  $S.63^{\circ}15'59''W.$  103.27 feet; thence  $S.83^{\circ}25'40''W.$  103.27 feet; thence  $N. 71^{\circ}22'31''W.$  123.21 feet; thence  $S.35^{\circ}49'23''W.$  29.26 feet; thence  $N.54^{\circ}10'37''W.$  362.50 feet; thence  $N.04^{\circ}42'17''W.$  72.47 feet; thence  $N.80^{\circ}35'45''W.$  115.00 feet; thence  $N.00^{\circ}10'44''E.$  12.90 feet; thence  $N.89^{\circ}49'16''W.$  60.00 feet; thence along a curve to the right Radius 180.00 feet, arc distance of 100.08 feet, central angle  $31^{\circ}51'20''$ , chord distance of 98.79 feet, chord bearing  $N.16^{\circ}06'24''E.$ ; thence  $N.89^{\circ}49'16''W.$  153.33 feet; thence  $N.00^{\circ}17'29''E.$  905.00 feet to the point of beginning. Containing

11.65863 acres.

#### FOX RUN GREEN NO. 8 SUBDIVISION

Part of the North  $\frac{1}{2}$  of Section 28, T.2N., R.9E., West Bloomfield Township, Oakland County, Michigan, comprising Lots 248 through 276, both inclusive, and Private Park, described as beginning at a point distant S.89°48'07"W., along the North line of Section 28, 2657.67 feet, and S.89°37'17"W., 663.15 feet, along said North line of Section 28, and S.00°17'29"W., 1640.31 feet from the Northeast corner of Section 28, T.2N., R.9E., and proceeding thence S.89°49'16"E., 153.33 feet; thence along a curve to the left, Radius 180.00 feet, arc distance of 100.08 feet, central angle 31°51'20", chord distance of 98.79 feet, chord bearing S.16°06'24"W.; thence S.89°49'16"E., 60.00 feet; thence S.00°10'44"W., 12.90 feet; thence S.80°35'45"E., 115.00 feet; thence S.04°42'17"E., 72.47 feet; thence S.54°10'37"E., 362.50 feet; thence N.35°49'23"E., 29.26 feet; thence S.71°22'31"E., 123.21 feet; thence N.83°25'40"E., 103.27 feet; thence N.63°15'59"E., 103.27 feet; thence N.43°06'18"E., 103.27 feet (the last 12 courses being along the boundary line of Fox Run Green No. 7 Subdivision, Liber 157, Pages 5 & 6); thence S.36°15'29"W., 871.40 feet along the Northwesterly line of Fox Run Green No. 4 Subdivision, (Liber 156, Pages 15 & 16); thence N.89°51'30"W., 488.17 feet; thence N.00°17'29"E., 995.08 feet to the point of beginning. Containing 12.61518 acres.

#### PLATS COMPRISING THE SUBDIVISIONS

(see attached)

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