

BY-LAWS

OF

FAIRVIEW FARMS ASSOCIATION, INC., a
Michigan Non-Profit Corporation

ARTICLE I

OFFICES

Section 1. The registered office of Fairview Farms Association, Inc. ("Association") shall be located at 6400 Farmington Road, West Bloomfield, Michigan 48033, or such other place as may be designated as the registered office by the Board of Directors.

ARTICLE II

PURPOSES

The purposes for which the Association is organized are as follows:

Section 1. To act as an association of persons owning real property in Fairview Farms Subdivision, Fairview Farms #2 Subdivision and Fairview Farms #3 Subdivision, Avon Township, Oakland County, Michigan, and to operate exclusively for pleasure, recreation and other non-profitable purposes of the corporation, no part of the net earnings of which corporation shall inure to the benefit of any member thereof.

Section 2. To exercise the authority and assume the obligations as set forth in, and to be bound by, an Agreement For Planned Unit Development for such subdivisions entered into between Pulte Homes of Michigan Corporation, the developer of the subdivisions, and the Township of Avon.

Section 3. To exercise the authority and assume the obligations as set forth in, and to be bound by, any recorded declaration of restrictions covering the above-described subdivisions.

Section 4. To receive title to any common areas or other parcels or lots of such subdivisions conveyed to it, to provide proper maintenance of the common areas and storm water retention basins of the subdivisions, and to make and enforce regulations with respect to the common areas and storm water retention basins, which regulations shall be binding upon the members of the corporation.

Section 5. To engage in such other activities as are incidental to the purposes herein set forth and not forbidden by the laws of the State of Michigan.

ARTICLE III

MEETINGS OF MEMBERS

Section 1. All meetings of the members shall be held at such place as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting.

Section 2. Regular meetings of members shall be held every three months beginning the third Sunday of January, 1975.

Section 3. Special meetings of the members, for any purpose or purposes, may be called by the President, and shall be called by the President at the request in writing of a majority of the Board of Directors or at the request in writing of the holders of not less than twenty (20%) per cent of all the members of the Association. Such request shall state the purpose or purposes of the proposed meeting.

Section 4. The presence in person or by proxy of members representing thirty (30%) per cent of the total votes permitted in the aggregate to Class A and Class B members shall constitute a quorum at all meetings of the members for the transaction of business. All members present in person or represented by proxy at such meeting may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum. If, however, such quorum shall not be initially present at

any meeting of the members, a majority of the members entitled to vote thereat shall nevertheless have power to adjourn the meeting from time to time and to another place, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting, at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 5. When an action is to be taken by vote of the members, it shall be authorized by a majority of the votes cast by the members present at a duly convened meeting.

Section 6. Membership in the Association shall be mandatory for each member of a lot of Fairview Farms Subdivision and Fairview Farms #1 Subdivision, including the Grantor (Pulte Homes of Michigan Corporation, a Michigan corporation) and the Grantor's successors and assigns. A member of the Association shall be defined as every person or entity who or which is a record owner of a fee or undivided fee interest in any lot or parcel under the jurisdiction of the Association, but not including any owners who have sold their interest under executory land contract. During such time as such a land contract is in force, the land contract vendee shall be considered to be the member of the Association.

Section 7. The Association shall have two classes of voting membership, Class A membership and Class B membership. Class A membership shall consist of all owners as defined above, except for the Grantor and the Grantor's successors and assigns. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership. When more than one person holds any such interest in any lot, all such persons shall be members. The vote for each lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one lot.

Class B membership shall consist of the Grantor or the Grantor's successors and assigns. The Class B members shall be entitled to ten votes for each lot in which the Grantor or its successors and assigns holds the interest required for membership.

Section 8. All the lots of the members of the Association shall be subject to an annual maintenance charge to be paid by the respective owners thereof to the Association in advance on the first day of January in each year commencing with January 1, 1976. The amount of the annual charge shall be established and may be adjusted from year to year by the Association (by action of the Board of Directors) as the needs of the property may in their judgment require, but in no event shall such a charge be less than \$25.00 or more than \$75.00 per lot except by the approval of and consent in writing of fifty-one (51%) per cent of the members of the Association (based upon their voting rights as herein provided), which approval and consent shall make any such additional assessment binding upon all of the owners of property in the subdivisions.

ARTICLE IV

DIRECTORS

Section 1. The business and affairs of the Association shall be managed by its Board of Directors which may exercise all such powers of the Association and do all such lawful acts and things as are not by statute or by the Articles of Incorporation or by these By-Laws directed or required to be exercised or done by the members.

Section 2. The number of directors which shall constitute the whole Board shall be not less than five (5) nor more than fifteen (15). Within the limits above specified, the number of directors shall be determined from time to time by resolution of the Board of Directors. The directors shall be elected by the members at the meeting of the members which is deemed by the Board to be the annual meeting, except as provided in Sections 3 and 4 of

this Article, and each director elected shall hold office until his or her successor is elected and qualified or until his or her resignation or removal.

Section 3. Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by the affirmative vote of a majority of the directors then in office, though less than a quorum, and the directors so chosen shall hold office until the next annual election of directors by the members and until their successors are duly elected and qualified, or until their resignation or removal.

Section 4. The first Board of Directors shall hold office until the first annual meeting of members. Thereafter, the first meeting of each newly elected Board of Directors shall be held promptly following the annual meeting of members on the date thereof. No notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present. In the event such meeting is not so held, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors.

Section 5. Regular meetings of the Board of Directors may be held without notice at such time and at such place as shall from time to time be determined by the Board or by the President. Any notice given of a regular meeting need not specify the business to be transacted or the purpose of the meeting.

Section 6. Special meetings of the Board may be called by the President on two (2) days' notice to each director by mail or twenty-four (24) hours' notice either personally, by telephone or by telegram; special meetings shall be called by the President in like manner and on like notice on the written request of two (2) directors. The notice need not specify the business to be transacted or the purpose of the special meeting. The notice shall specify the place of the special meeting.

Section 7. At all meetings of the Board or a committee thereof, one-third (1/3) of the directors then in office or members of such committee, but not less than two (if there are at least two members of the Board or such committee) shall constitute a quorum for the transaction of business. The act of a majority of the members present at any meeting at which there is a quorum shall be the act of the Board of Directors or the committee. If a quorum shall not be present at any meeting of the Board of Directors or a committee, the members present thereat may adjourn the meeting from time to time and to another place without notice other than announcement at the meeting, until a quorum shall be present.

Section 8. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if, before or after the action, all members of the Board or committee consent thereto in writing. The written consents shall be filed with the minutes of proceedings of the Board or committee. Such consents shall have the same effect as a vote of the Board or committee for all purposes.

Section 9. The Board of Directors may, by resolution designate one (1) or more committees, each committee to consist of one (1) or more of the directors of the Association and such other members of the Association as the Board may designate. Each such committee shall have such authority and power as set forth in the resolutions of the Board.

Section 10. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

Section 11. A director may resign by written notice to the Association. The resignation is effective upon its receipt by the Association or a subsequent time as set forth in the notice of resignation.

ARTICLE V

NOTICES

Section 1. Whenever, under the provisions of these By-Laws, written

notice is required to be given to any director, committee member or member, such notice may be given in writing by mail addressed to such director, member or committee member at his address as it appears on the records of the Association, with postage prepaid thereon. Such notice shall be deemed to be given at the time when the same shall be deposited in a post office or official depository under the exclusive care and custody of the United States postal service.

ARTICLE VI

OFFICERS

Section 1. The officers of the Association shall be chosen by the Board of Directors at its first meeting after each annual meeting of members and shall be a president, a secretary and a treasurer. The Board of Directors may also choose one or more vice presidents, and one or more assistant secretaries and assistant treasurers. Any number of offices may be held by the same person.

Section 2. Any vacancy occurring in any office of the Association by death, resignation, removal or otherwise shall be filled by the Board of Directors. An officer may resign by written notice to the Association. The resignation is effective upon its receipt by the Association or at a subsequent time specified in the notice of resignation.

Section 3. The President shall be the chief executive officer of the Association, shall preside at all meetings of the members and the Board of Directors, shall be a member of the Board, shall have general and active management of the business and affairs of the Association and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall execute on behalf of the Association all instruments requiring such execution except to the extent the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Association.

Section 4. The vice presidents shall act under the direction of the President and in the absence or disability of the President shall perform the duties and exercise the powers of the President. They shall perform such other duties and have such other powers as the President or the Board of Directors may from time to time prescribe. The Board of Directors may designate one or more executive vice presidents or may otherwise specify the order of seniority of the vice presidents. The duties and powers of the President shall descend to the vice presidents in such specified order of seniority.

Section 5. The secretary shall act under the direction of the President. Subject to the direction of the President he shall attend all meetings of the Board of Directors and all meetings of the members and record the proceedings. He shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the members and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the President or the Board of Directors.

Section 6. The assistant secretaries shall act under the direction of the President. In the order of their seniority, unless otherwise determined by the President or the Board of Directors, they shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary. They shall perform such other duties and have such other powers as the President or the Board of Directors may from time to time prescribe.

Section 7. The treasurer shall act under the direction of the President. Subject to the direction of the President he shall have custody of the Association funds and securities and shall keep full and accurate accounts of receipts (and disbursements in books belonging to the Association and shall deposit all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Association as may be ordered by the President or the Board of Directors, taking proper vouchers for such disbursements,

and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as treasurer and of the financial condition of the Association.

Section 8. The assistant treasurers in the order of their seniority, unless otherwise determined by the President or the Board of Directors shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer. They shall perform such other duties and have such other powers as the President or the Board of Directors may from time to time prescribe.

Section 9. To the extent the powers and duties of the several officers are not provided from time to time by resolution or other directive of the Board of Directors or by the President (with respect to other officers), the officers shall have all powers and shall discharge the duties customarily and usually held and performed by like officers of non-profit corporations similar in organization and business purposes to this Association.

ARTICLE VII

GENERAL PROVISIONS

Section 1. All checks, drafts or demands for money and notes of the Association shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may from time to time designate.

Section 2. The fiscal year of the Association shall end on such date as shall be fixed from time to time by resolution of the Board of Directors.

Section 3. These By-Laws shall govern the internal affairs of the Association to the extent they are consistent with law, the Articles of

Incorporation, the Declaration of Restrictions for Fairview Farms, Fairview Farms #2 Subdivisions and the Agreement For Planned Unit Development for Fairview Farms.

ARTICLE VIII

AMENDMENTS

Section 1. The By-Laws may be amended or repealed, or new by-laws may be adopted, by action of the members at a duly called meeting of the membership if approved by the majority voting interest of the membership present at such meeting, provided, however, that provisions of the By-Laws cannot be amended or repealed (or new by-laws adopted) where the action or result thereof shall be inconsistent with or in conflict with the provisions of the Declaration of Restrictions for Fairview Farms and Fairview Farms #2 Subdivisions or the Agreement For Planned Unit Development for Fairview Farms.

AMENDMENT

TO

BY-LAWS
OF

FAIRVIEW FARMS ASSOCIATION, INC., a
Michigan Non-Profit Corporation

1. Amendment to Article III, Section 2: Regular meetings of members shall be held every three months beginning the last Tuesday of January, 1977.
2. Amendment to Article III, Section 8: All the lots of the members of the Association shall be subject to an annual maintenance charge to be paid by the respective owners thereof to the Association in advance on the first day of March in each year commencing with March 1, 1977. The amount of the annual charge shall be established and may be adjusted from year to year by the Association (by action of the Board of Directors) as the needs of the property may in their judgement require, but in no event shall such a charge be less than \$25.00 or more than \$75.00 per lot except by the approval of and consent in writing of fifty-one (51%) per cent of the members of the Association (based upon their voting rights as herein provided), which approval and consent shall make any such additional assessment binding upon all of the owners of property in the subdivisions.
3. Amendment to Article VI, Section 1: The officers of the Association shall be elected by a majority of the members in attendance at the October membership meeting. The officers shall be president, first vice-president (administrative), second vice-president (parks and maintainance), third vice-president (social), treasurer, secretary, and parliamentarian. An officer may not serve more than two consecutive terms in the same office.
4. Amendment to Article VI, Section 7: The treasurer shall act under the direction of the President, and be bonded by the Association for an amount equal to the maximum total anticipated financial assets for the current year. Subject to the direction of the President he shall have custody of the Association funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Association as may be ordered by the President or the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as treasurer and of the financial condition of the Association. All disbursements over \$300.00 must receive approval of the Board of Directors. An annual audit of the assets of the association is to be conducted by a committee designated by the Board of Directors and presented to the general membership at the January membership meeting.

5. Amendment to Article VII, add Section 4: Proxies representing class A votes must be presented to the secretary prior to the meeting at which they are to be exercised.

All of the above Amendments to the subject By-Laws take effect as of the June 28, 1977 Fairview Farms Association Membership Meeting.

Amendments to the by-laws: adopted at July, 1978 meeting:

Article VI, Section 1 (As Amended)

Past President retained as an officer. Office of Parliamentarian dropped.

Article III, Section 4

Quorum may be declared and business may be conducted; however, no amendments to the by-laws may be made unless the membership is advised of the text in two consecutive monthly Newsletters prior to the meeting.

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MICHIGAN
REGISTER OF DEEDS RECORDS
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DECLARATION OF RESTRICTIONS

FOR

FAIRVIEW FARMS and FAIRVIEW FARMS #2 SUBDIVISIONS

This Declaration is made this 22nd day of OCTOBER, 1974, by PULTE HOMES OF MICHIGAN CORPORATION, a Michigan Corporation, of 6400 Farmington Road, West Bloomfield, Michigan; hereinafter referred to as "Grantor", and MICHIGAN BANK NATIONAL ASSOCIATION, a National Banking Association, Detroit, Michigan; hereinafter referred to as the "Bank".

WITNESSETH:

WHEREAS, The Grantor is the owner and the Bank is the Mortgagee of property located in Section 4, of the Township of Avon, Oakland County, Michigan, Town 3 North, Range 11 East, and described as FAIRVIEW FARMS and FAIRVIEW FARMS #2 SUBDIVISIONS, herein called "The Subdivisions". (the Subdivisions being described on Exhibit "A" attached hereto)

WHEREAS, this property is a tract of land being developed by the Grantor for a single family residential development.

WHEREAS, there is to be included within this development, certain areas (herein sometimes called "Commons Area"), which are to be available for the common use and enjoyment of owners and residents of residential properties included within the development hereby designated as Rochester Park and Fairview Park, and included on the recorded plats.

WHEREAS, there is to be included within this development certain areas which are to be available for storm water retention. These areas are located within Rochester Park, Fairview Park, and Lot #37 Fairview Farms Subdivision.

WHEREAS, it is necessary to establish binding conditions and restrictions applicable to all property within the Subdivisions to insure the proper maintenance and government of said common areas and storm water retention basins, and the rights of property owners and residents therein, and

WHEREAS, it is the purpose and intention of this Declaration that all properties included within the Subdivisions shall be held and/or conveyed subject to the restrictions and conditions contained in the Declaration,

IT IS HEREBY DECLARED that the following restrictions and conditions are covenants running with the land, binding upon the heirs, personal representatives, successors and assigns of the Grantor and the owners of all individual lots contained within the Subdivisions. (Owners being the record owners, whether one or more persons or entities, of a fee or undivided fee interest to any lot in the Subdivisions, including any owners who have sold their interest under executory land contract).

THERE IS HEREBY ESTABLISHED the Fairview Farms Association consisting of the owners of Lots 1 through 112 Fairview Farms Subdivision and Lots 113 through 174 Fairview Farms #2 Subdivision. The Fairview Farms Association shall be hereinafter referred to as the "Association".

1. Such Association shall be organized as a non-profit corporation for a perpetual term under the laws of the State of Michigan, and shall be so incorporated within thirty (30) days following the recording of these restrictions. The Association shall be bound by and exercise the authority and assume the obligations as set forth in a certain agreement between the Grantor and the Township of Avon dated 12th day of September, 1974, and recorded in Liber 6368 at Pages 414 through 419, of the Oakland County Records. The Association shall also have such other powers as are granted to it by these restrictions and as shall be set forth in its by-laws.

2. Membership in the Association shall be mandatory for each owner of a lot in the Subdivisions, including the Grantor.

3. A member of the Association shall be defined as every person or entity who or which is a record owner of a fee or undivided fee interest in any lot or parcel under the jurisdiction of the Association, but not including any owners who have sold their interest under executory land contract. During such time as such a land contract is in force, the land contract vendee shall be considered to be the member of the Association.

4. The Association shall have two (2) classes of voting memberships.

CLASS A - Class A members shall be all those owners as defined above with the exception of the Grantor or his successors. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership. When more than one person holds any such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one lot.

CLASS B - Class B members shall be the Grantor or its successors. The Class B memberships shall be entitled to ten (10) votes for each lot in which the Grantor or its successors holds the interest required for membership.

5. The Grantor hereby dedicates and conveys to each Class A and Class B member as defined above, a right and easement of enjoyment in and to the common areas described above, hereinafter collectively referred to as "Commons Area", and hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Commons Area to the Association above described, free and clear of all encumbrances and liens, within one (1) year from the date of this Declaration.

6. Title to the Commons Area shall be vested in the Association subject to the right and easement of enjoyment in and to such Commons Area by its members. Said easement shall not be personal, but shall be considered to be appurtenant to said lots and parcels which easement shall pass with the title to said lots and parcels whether specifically set forth in deeds to the lots and parcels or not.

7. The Association shall have the authority to make and enforce regulations pertaining to the use and maintenance of the Commons Area, storm water retention basins, and all other property and easements under its jurisdiction, which regulations shall be binding upon the other members of the Association and all residents of the development. The Association shall be obligated to maintain the Commons Area, storm water retention basins, and all other parks, common areas, easements and entryways of other property within the area described in Paragraph 17 which may be conveyed by the Grantor to the Association from time to time and such obligation may be enforced by any member of the Association or any property owner over which such an easement shall exist. This obligation specifically includes the maintenance of landscaping and entrance monuments along Tienken Road.

8. The Commons Area may be used for recreation, hiking, nature study, picnicking, or similar pursuits in keeping with the nature of the area. Recreational facilities, including, but not limited to, swimming and wading pools, tennis courts, picnic shelters, grills and fireplaces, playground equipment and similar items may be constructed in the Commons Area by the Association or the Grantor. All residents of properties under the jurisdiction of the Association and guests accompanying said residents shall have equal access to the Commons Area and all facilities located thereon subject to rules and regulations established by the Association including, but not limited to, the right to place limitations on the number of guests. Additional uses for the Commons Area may be established if approved in writing by not less than fifty-one percent (51%) of the lot owners of the Subdivisions and thereafter ratified by the Avon Township Board.

9. Notwithstanding any other provision of this Declaration, the Grantor reserves the right to grant easements within the Commons Area and/or the storm water retention basins for the installation, repair and maintenance of water mains, sewers, storm water retention basins, drainage courses and other public utilities, provided that such utilities shall be installed in such manner as to minimize damage to the natural features of the Commons Area and/or the storm water retention basins as determined by the Grantor.

10. All the lots of the members of the Association shall be subject to an annual maintenance charge, to be paid by the respective owners thereof, to the Association in advance on the 1st day of January, in each year, commencing with January 1, 1976.

11. The amount of said annual charge shall be established and may be adjusted from year to year by the Fairview Farms Association, as the needs of the property may in their judgment require, but in no event shall such a charge be less than \$25.00 or more than \$75.00 per lot except by the approval of and consent in writing of fifty-one (51%) percent of the members of the Fairview Farms Association, which approval and consent shall make any such additional assessment binding upon all of the owners of property in said Fairview Farms Subdivisions.

12. The maintenance fund shall be used for such of the following purposes as the Association shall determine as necessary and advisable; for improving and maintaining the Commons Area, storm water retention basins, and any other property of the Association, roadways and entryways of the development; for planting of trees and shrubbery and the care thereof; for expenses incident to the construction, operation and maintenance of swimming pools, tennis courts or similar recreational facilities located within the Commons Area; for collecting and disposing of garbage, ashes and rubbish;

for employing night watchmen; for caring for vacant property; for removing grass or weeds; for constructing, purchasing, maintaining, or operating any community services, or for doing any other thing necessary or advisable in the opinion of the Association for the general welfare of the members; for expenses incident to the examination of plans and the enforcement of these restrictions or any other building restrictions applicable to said property or for any other purposes for which the Association is incorporated.

13. All maintenance charges which shall remain due and unpaid on April 1, of the year in which said charges become due and unpaid shall thereafter be subject to interest at the highest legal rate allowable at said April 1.

14. It is expressly understood and agreed that the annual maintenance charge shall be a lien and encumbrance on the land with respect to which said charge is made and it is expressly agreed that by the acceptance of title to any of said lots, the owner (not including thereby the mortgagee as long as he is not the owner) from the time of acquiring title thereto shall be held to have covenanted and agreed to pay to the Association all charges provided for herein which were then due and unpaid to the time of his acquiring title, and all such charges thereafter falling due during his ownership thereof. A certificate will (upon request) be issued in writing by the Association to the prospective purchaser liable, or who may be liable for said charges, which shall set forth the status of said charges. This certificate shall be binding upon the parties hereto.

15. The lien provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any lot shall not affect the assessment lien. The sale or transfer of any lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, however, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

16. By his acceptance of title each owner shall be held to vest in the Association the right and power in its own name to take and prosecute all suits, legal, equitable, or otherwise, which may in the opinion of the Association be necessary or advisable for the collection of such charge or charges.

17. Should the Grantor develop or subdivide additional land within the area described below and subject such new development or subdivision to restrictions substantially in the form herein before imposed upon Fairview Farms and Fairview Farms #2 Subdivisions by Paragraph 1 through 16 inclusive, including requirements for the payment of maintenance charges and the requirement for mandatory membership in the Fairview Farms Association, said land may be incorporated with Fairview Farms and Fairview Farms #2 Subdivisions in one development for the purpose of the interpretation and enforcement of these restrictions, at the option of the Grantor. Should the Grantor elect to exercise this option, it shall so provide in the Declaration of Restrictions applicable to said new development or subdivision. In such event, these restrictions and those applicable to the new development or subdivision shall be considered to be reciprocal negative easements thus making the restrictions applicable herein enforceable by property owners in the new land and restrictions applicable to said new land enforceable by property owners of Fairview Farms and Fairview Farms #2 Subdivisions.

This description of the area to which this option is as follows:

Part of the S. 1/2 of fractional Section 4, T. 3 N., R. 11 E., Avon Township, Oakland County, Michigan described as beginning at a point in the south line of said fractional Section 4 and the centerline of Tienken Road, said point located distant S. 89° 58' 53" E. 41.15 ft. from the S. 1/4 corner of said fractional Section 4, thence N. 0° 01' 07" E. 246.53 ft., thence N. 89° 58' 53" W. 175.0 ft., thence N. 0° 01' 07" E. 185.03 ft., thence N. 85° 35' 33" W. 109.96 ft., thence S. 0° 00' 03" W. 440.05 ft., thence N. 89° 59' 57" W. 1076.69 ft. along the south line of said fractional Section 4 and the centerline of Tienken Road, thence N. 0° 19' 56" W. 2804.75 ft., thence N. 88° 50' 48" E. 1313.13 ft., thence N. 08° 45' 35" E. 313.52 ft., thence S. 23° 00' E. 77.07 ft., thence along a curve to the left (radius = 20.0 ft. long chord bears S. 68° 00' E. 28.28 ft.) a distance of 37.42 ft., thence N. 67° 00' E. 181.96 ft., thence along a curve to the right (radius = 810.0 ft. long chord bears N. 68° 32' 59" E. 44.25 ft.) a distance of 44.25 ft., thence N. 88° 45' 35" E. 669.95 ft. along the westerly line (in part) of "Paint Creek Hills" (recorded in Liber 58 Page 41 of Oakland County Records), thence S. 0° 11' 18" W. 2858.59 ft. along the westerly line of "Rochester Hills" Subdivision (recorded in Liber 58, Page 33 of Oakland County records), thence N. 89° 58' 53" W. 714.26 ft. along the south line of said fractional Section 4 and the centerline of Tienken Road, thence N. 0° 01' 07" E. 300.00 ft., thence N. 89° 58' 53" W. 250.00 ft., thence S. 0° 01' 07" W. 300.00 ft., thence N. 89° 58' 53" W. along the south line of said fractional Section 4 and the centerline of Tienken Road a distance of 210.00 ft. to the point of beginning.

18. When Lot #37 Fairview Farms Subdivision is no longer required for storm water retention, the Association shall promptly deed it free and clear of liens, claims and encumbrances to Pulte Homes of Michigan Corporation for use as a regular building lot for a consideration of one (\$1.00) dollar.

A. USES OF PROPERTY

1. All lots in the subdivision shall be used for residential purposes only and no building of any kind whatsoever shall be erected, re-erected, moved or maintained thereon except for occupation by one single family. A private garage or carport for the sole use of the owner, purchaser or occupant may be provided. A family shall mean one person or a group of two or more persons, living together and related by consanguinity, marriage or legal adoption. Persons thus constituting a family may also include foster children, guests, and domestic servants. The Grantor may permit the occupation of a dwelling by persons not constituting a family as defined herein provided it finds that such occupancy will not be detrimental to the purposes sought to be obtained by these Restrictions. Such permission shall be obtained in writing from the Grantor prior to occupancy by persons not constituting a family as defined herein.

2. Notwithstanding that which is contained herein to the contrary, the Grantor, his agents or sales representatives may occupy and use any house built in the Subdivisions or a temporary building or mobile trailer as an office for sales, leasing and/or administrative purposes.

3. House trailers, mobile homes, campers, boats, or boat trailers or trailers of any kind, or commercial vehicles including pick-up trucks, (except while making normal deliveries) shall not be stored or parked on any lot except within a private garage.

4. No lot in said subdivision may be divided, provided, however, that the Grantor may approve the division of a vacant lot where a portion of said vacant lot is to be combined with an adjoining lot and which thereafter shall be considered to be a part of said adjoining lot for all purposes.

5. The Grantor reserves the right to construct, maintain, repair and/or replace entrance markers within the following described areas: the southerly 25 feet of the westerly 25 feet of Lot 33, the southerly 25 feet of the easterly 25 feet of Lot 32, the southerly 25 feet of the westerly 25 feet of Lot 1, the southerly 25 feet of the westerly 25 feet of Lot 143, and the southerly 25 feet of the easterly 25 feet of Lot 144.

B. CHARACTER, SIZE, AND/OR LOCATIONS OF BUILDINGS AND STRUCTURES

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 Grantor, and a copy of said plans and specifications as finally approved, lodged permanently with said Grantor.

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 Grantor and approved by the Grantor; provided, however, that in approving any of the plans and specifications of the herein above mentioned devices and/or structures the Grantor may require suitable screening with adequate shrubs, landscape materials or other modifications. In approving any of the above mentioned devices, in this Paragraph B. 2., the Grantor shall take into consideration the factors stated in the following paragraph:

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

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

Therefore, the following will apply: For aesthetic and safety reasons, no above-ground swimming pools will be allowed in Fairview Farms and Fairview Farms #2 Subdivisions. 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 Grantor shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable in its sole opinion for aesthetic or other reasons; and in so passing upon such plans, specification and grading, it shall have the right to take into consideration the suitability of the proposed building or other structure to be built to 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 Grantor shall control and be binding on all parties.

4. In the event that Grantor shall have failed to approve or disapprove such plans and location within 30 days after the same shall have been delivered to the Grantor, 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 Grantor no dwelling shall be permitted on any lot in the subdivision unless it complies with the existing ordinances of Avon Township, as to square footage, height, size, etc.

C. BUILDING LINES

1. 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 Avon Township. All structures on East Fairview Lane shall have a front yard set-back of forty-three (43) feet.

D. ANIMALS

No chickens, other fowl, horses, livestock shall be kept or harbored on any of the said lots, or common areas. No animals shall be kept or maintained on any lot excepting household pets for use by the occupants of the dwelling. No animals shall be kept on the premises for any commercial use. Household pets shall have

such care as not to be objectionable or offensive on account of noise, odor or unsanitary conditions. Animals may be declared nuisances by Grantor and must be removed within thirty (30) days if so requested in writing by the Grantor or its authorized representatives.

E. SIGNS

No sign or billboard shall be placed or maintained on any lot except one sign advertising the lot or house for sale or lease, and having not more than six (6) square feet of surface and the top of which shall be three (3) feet or less above ground; provided, however, such other signs may be erected and maintained on lots as are permitted by written consent of the Grantor.

F. EASEMENTS

Easements and rights of way are hereby reserved as shown on the recorded plat. In addition to the above, easements and rights of way are reserved in and over a strip of land six (6) feet in width along all rear and side lot lines wherever it may be deemed necessary for the installation or maintenance of telephone or electric poles, lines, or conduits or sewer, gas lines or water mains, for drainage purposes, or for the use of any other public utility deemed necessary or advisable by Grantor. The use of all or a part of such easements and rights of way may be granted or assigned at any time hereafter by the Grantor to any person, firm, governmental unit or agency or corporation furnishing any such services.

G. REFUSE

No refuse pile or other unsightly or objectionable materials shall be allowed on any of said lots unless the same shall be properly concealed. Refuse, ashes, building materials, garbage and debris of any kind shall be cared for in such a manner as not to be offensive to neighboring property owners. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

18. ASSIGNMENT OF GRANTOR'S RIGHTS:

Grantor may at any time assign all or part of its rights, privileges and duties of supervision and control in connection with these restrictions which are herein reserved to the Grantor, to the Fairview Farms Association and upon the execution of and recording of appropriate instruments of appointment by the Grantor, the said Association shall thereupon have and exercise all the rights from further obligations and responsibilities in connection therewith. At such time as the Grantor or its successors no longer has interest in any of the property, all such rights still held by the Grantor shall thereafter be vested in the Association.

19. With respect to said subdivision, violation of any restrictions or condition or breach of any covenant or agreement herein contained shall give the Grantor in addition to all other remedies provided by law, the right to enter upon the land as to which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, sign, thing or condition that may be or exist contrary to the intent and meaning of the provisions hereof, and the Grantor shall not thereby be deemed guilty of any manner of trespass for such entry abatement or removal.

20. Grantor, its successors or assigns, shall not be liable for damages to any person submitting plans for approval or to any owner or owners of land covered by this instrument by reason of mistake in judgment, negligence or nonfeasance of itself, its agents or employees arising out of or in connection with the approval or disapproval or failure to approve any plans or specifications, the enforcing or failure to enforce any of the restrictions herein contained or the doing or failure to do any act which the Grantor is empowered to perform hereunder.

21. All restrictions, conditions, covenants, charges and agreement contained herein shall continue in force until January 1, 1996 and shall automatically be continued thereafter for successive periods of ten (10) years each, provided, however, that after January 1, 1978, the owners of property representing not less than 65% of the total votes of the Association may amend these restrictions by written instrument executed by said owners and recorded in the office of the Register of Deeds for Oakland County.

22. Each restriction contained herein is intended to be severable and in the event that any one covenant is for any reason held void, it shall not affect the validity of the remaining covenants and restrictions.

IN WITNESS WHEREOF, the Grantor and the Bank have executed this Declaration on the date stated above.

WITNESS:

PULTE HOMES OF MICHIGAN CORPORATION

Sharon Weinreich
Sharon A. Weinreich
Maureen E. Donahan
Maureen E. Donahan

By William J. Pulte
William J. Pulte, Vice President

MICHIGAN BANK, NATIONAL ASSOCIATION,
a National Banking Association

Michele E. Karl
Michele E. Karl
Patricia Ulrich
Patricia Ulrich

By Thomas W. Cross
Thomas W. Cross
By Henry H. Kraus
Henry H. Kraus

STATE OF MICHIGAN)
COUNTY OF OAKLAND) ss

On this 27 day of October, 1974, before me, a Notary Public in and for said County, personally appeared WILLIAM J. PULTE, to me personally known, who being by me duly sworn, did say that he is VICE PRESIDENT of PULTE HOMES OF MICHIGAN CORPORATION, the corporation named in, and which executed the within instrument,

EXHIBIT AFAIRVIEW FARMS SUBDIVISION

Part of the S. 1/2 of Fractional Section 4, T. 3 N., R. 11 E., Aven Township, Oakland County, Michigan. More particularly described as beginning at a point on the south line of said fractional Section 4, distant S. 89° 58' 53" E. along said south section line 41.15 ft. from the S. 1/4 Corner of said fractional Section 4, thence N. 0° 01' 07" E. 246.53 ft., thence N. 89° 58' 53" W. 175.0 ft., thence N. 0° 01' 07" E. 185.03 ft., thence S. 85° 35' 33" E. 20.36 ft., thence N. 17° 00' E. 142.92 ft., thence N. 73° 00' W. 10.98 ft., thence N. 17° 00' E. 60.0 ft., thence N. 31° 16' 12" E. 138.39 ft., thence N. 25° 15' 55" W. 56.74 ft., thence N. 0° 11' 18" E. 515.29 ft., thence N. 11° 11' 19" E. 75.66 ft., thence N. 22° 05' 03" E. 420.97 ft., thence N. 37° 56' 47" W. 277.69 ft., thence N. 46° 00' E. 163.02 ft., thence S. 85° 20' 25" E. 90.83 ft., thence N. 7° 04' 31" E. 39.74 ft., thence N. 89° 00' E. 162.77 ft., thence N. 69° 33' 37" E. 63.60 ft., thence N. 89° 00' E. 130.0 ft., thence N. 1° 00' W. 184.00 ft., thence N. 88° 38' 29" E. 530.40 ft. to a point on the west line of "Rochester Hills" Subdivision (Liber 58, Page 33 O.C.R.) thence S. 0° 11' 18" W. along said west subdivision line 2380.78 ft. to a point on the south line of said fractional Section 4, thence N. 89° 58' 53" W. along said south section line and the extension of the north line and the north line of "Long Meadows" Subdivision (Liber 88, Page 40, O.C.R.) and the centerline of Tierken Road 714.26 ft., thence N. 0° 01' 07" E. 300.00 ft., thence N. 89° 58' 53" W. 250.00 ft., thence S. 0° 01' 07" W. 300.00 ft. to a point on the south line of said fractional Section 4, thence N. 89° 58' 53" W. along said south section line and the centerline of Tierken Road 210.00 ft. to the point of beginning containing 61.20 acres more or less. This subdivision contains 112 lots numbered 1 thru 112, both inclusive and Rochester Park.

FAIRVIEW FARMS NO. 2 SUBDIVISION

A part of the S. 1/2 of fractional Section 4, T. 3 N., R. 11 E., Aven Township, Oakland County, Michigan is described as beginning at a point on the south line of said fractional Section 4 (also the centerline of Tierken Road), said point located distant N 89° 59' 57" W. 243.35 ft. from the S. 1/4 Corner of said fractional Section 4, thence continuing N. 89° 59' 57" W. 1076.69 ft. along said south line of said fractional Section 4 and said centerline of Tierken Road, thence N. 0° 19' 56" W. 1294.85 ft., thence N. 82° 44' 03" E. 161.93 ft., thence S. 62° 00' E. 319.99 ft., thence N. 29° 00' E. 180.00 ft., thence S. 62° 00' E. 40.99 ft., thence N. 28° 00' E. 60.00 ft., thence southeasterly along a curve to the right (radius=630.0 ft. long chord bears S. 59° 35' 19" E. 53.0 ft.) a distance of 53.02 ft., thence N. 32° 49' 21" E. 145.95 ft., thence N. 62° 00' E. 254.91 ft., thence N. 35° 52' 26" E. 49.64 ft., thence S. 53° 56' 37" E. 189.40 ft., thence S. 71° 00' 20" E. 62.29 ft., thence S. 56° 45' 08" E. 181.59 ft., thence along the westerly boundary of "Fairview Farms" subdivision in the following eight courses and distances: S. 11° 11' 19" W. 75.66 ft., and S. 0° 11' 18" W. 515.29 ft., and S. 25° 15' 55" E. 56.74 ft., and S. 31° 16' 12" W. 138.39 ft., and S. 17° 00' W. 60.00 ft., and S. 73° 00' E. 10.98 ft., and S. 17° 00' W. 142.92 ft., and N. 85° 35' 33" W. 20.36 ft., thence continuing N. 85° 35' 33" W. 109.96 ft., thence S. 0° 00' 03" W. 440.05 ft. to the point of beginning containing 39.22 acres of land more or less. This subdivision contains 62 lots numbered 113 to 174 both inclusive and Fairview Park.