

DUNBARTON PINES SUBDIVISION
DECLARATION
OF
COVENANTS, AGREEMENTS AND RESTRICTIONS

1-8-77

THIS DECLARATION OF COVENANTS, AGREEMENTS AND RESTRICTIONS, made and declared this 8th day of March, 1979, by BEZTAK CONSTRUCTION COMPANY, INC., a Michigan corporation, hereinafter sometimes referred to as "Developer", whose address is 23999 West Ten Mile Road, Southfield, Michigan.

WITNESSETH:

That Developer owns certain real property situated in the City of Novi, Oakland County, Michigan, more particularly described in Exhibit A attached hereto and made a part hereof by this reference; and Developer desires to provide for the preservation of certain services for the subdivision community to be developed on said property and for the permanent maintenance of certain common areas and facilities by a Subdivision Association; and Developer further desires to subject the real property to certain covenants, agreements, restrictions, easements, charges and liens for the mutual benefit of the Lots to be subdivided on said real property all as hereinafter set forth, all of which covenants, agreements, restrictions, easements, charges and liens are for the benefit of and shall run with and bind the real property and each owner, their heirs, successors and assigns; and to establish the Association to which shall be delegated and assigned the power and responsibility to maintain and administer the common areas and facilities, and to administer and enforce the covenants, agreements, restrictions, easements, charges and liens as set forth in this Declaration and to collect and disburse the assessments and charges hereinafter set forth;

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NOW, THEREFORE, Developer does hereby declare that the real property described in Exhibit A attached hereto, made a part hereof and incorporated herein by this reference is hereby and shall be held, transferred, sold, conveyed and occupied subject to the covenants, agreements, restrictions, easements, charges and liens as hereinafter set forth.

ARTICLE I

DEFINITIONS

The following definitions and any supplemental or amended Declaration shall be applicable to this Declaration.

(1) "Developer" shall mean Beztak Construction Company, Inc., a Michigan corporation, together with its successors and assigns.

(2) "Association" shall mean the non-profit corporation organized by Developer to be known as the "Dunbarton Pines Homeowners' Association" and any successor thereof.

(3) "Property" shall mean the real property described in Exhibit A attached hereto and made a part hereof and all the Lots, storm water retention pond(s), parks, open spaces and common areas, if any, in the proposed subdivision as described in the Plat recorded herewith and which shall be known as the "Dunbarton Pines Subdivision" to be developed on the real property described in Exhibit A.

(4) "Phase I" shall mean that part of the property, as defined in paragraph (3) of this Article I, as is described in Exhibit B attached hereto and made a part hereof and all the Lots, retention pond(s), parks, open spaces and common areas, if any, as described in the plat recorded herewith.

(5) "Phase I" shall mean that part of the property, as defined in Paragraph (3) of this Article I, as is described in Exhibit C attached hereto and made a part hereof, and all the Lots, retention pond(s), parks, open spaces and common areas, if any, as may be described in a plat of subdivision recorded for such land.

(6) "Common Areas" shall mean those areas designated as the open space(s), retention pond(s), parks, common entranceway monuments and other common areas, if any, designated as such by Developer on the proposed Plat.

(7) "Lot" shall mean any Lot or proposed Lot shown on the Plat or proposed Plat by the Developer which is restricted to residential purposes for the construction thereon of a single-family dwelling unit and shall include such dwelling when built.

(8) "Owner" shall mean the record Owner, whether one or more persons or entities, of the fee simple title to any Lot or Lots and/or the land contract vendee(s) for any such Lot or Lots. The term "Owner" shall not include any mortgagee(s) unless and until such mortgagee(s) shall have acquired fee simple title to such Lot(s) by foreclosure or other proceeding or conveyance thereof in lieu of foreclosure and shall not include any interest in a Lot(s) held as security for the performance of any obligation. In the event more than one person or entity owns an interest in the fee simple title to any Lot, or has an interest as a land contract vendee, the interests of all such persons collectively shall be that of one Owner.

(9) "Member" shall mean all those Owners who are members of the Association as hereinafter provided.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is subject to and which shall be held, transferred, sold, conveyed and occupied pursuant to this Declaration is more particularly described in Exhibit A which is attached hereto and made a part hereof by this reference.

ARTICLE III

DUNBARTON PINES HOMEOWNERS' ASSOCIATION

(1) Organization: Developer hereby covenants that it shall, within six months of the date of this Declaration, organize a non-profit corporation under the laws of the State of Michigan which shall be known as the Dunbarton Pines Homeowner's Association. The Association and its Members shall have those rights and shall be subject to those duties as are described in this Declaration, and those rights and duties as may be contained in the Articles of Incorporation or the Bylaws of the Association.

(2) Articles, Bylaws: The Association shall be organized, governed and operated according to its Articles of Incorporation and its Bylaws, which shall be consistent with the provisions and purposes of this Declaration, and which shall contain those provisions as may be required by this Declaration and as are permitted by the laws of the State of Michigan.

(3) Meetings, Notice and Quorum: Meetings of the membership and the Board of Directors shall be held annually for the purpose of the election of Directors, at such places and times as may be

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provided in the Bylaws, and for such other purposes and at such other places and times as may be specified by written notice. Written notice of any membership meeting called for any purpose hereunder shall be sent to all Members at least fifteen (15) days in advance of such meeting and shall set forth the purposes thereof. At the first meeting of the Association, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each of the outstanding Class A and Class B Memberships shall constitute a quorum. In the event the required quorum is not present at such meeting, another meeting may be called, upon notice as set forth herein and the required quorum at such subsequent meeting shall be fifty percent (50%) of the required quorum at the preceding meeting.

(4) Membership: Every Owner of each Lot(s) shall be a "Member" of the Association immediately upon becoming an Owner and each membership shall be appurtenant to and may not be separated from ownership of any lot.

(5) Directors: The management, business, and affairs of the Association, the direction of its work and the control of its property shall be vested in a Board of Directors consisting of five (5) members, at least one of whom shall be appointed by the Developer. Promptly after the organization of the Association as provided in Paragraph 1 of this Article III, Developer shall appoint the first Board of Directors, which Board shall serve until the first annual membership meeting; thereafter, the Board of Directors, except such member as is appointed by the Developer, shall be elected and re-elected in the manner provided in the Bylaws.

(6) Voting Rights: The Association shall have two classes of membership, which shall be as follows:

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(6) (a) Class A Membership shall consist of all Owners other than Developer and each Class A Membership shall be entitled to one (1) vote for each Lot owned. When more than one person or entity holds an interest in any Lot (multiple ownership), all such persons shall be Members, but in no event shall there be more than one vote cast with respect to any such Lot and when more than one person or entity holds an interest in such Lot, such vote shall be exercised as they may, among themselves, agree and they shall so notify the Association in writing prior to any vote. In the event of multiple ownership and such Owners fail or refuse to notify the Association within thirty (30) days of the date set for the meeting, then and in such event the Owner whose name first appears on record title or on the land contract shall be deemed as the Member authorized to vote on behalf of all the multiple Owners and any vote cast in person or by proxy or the failure of said Owner to vote shall be binding and conclusive on all such multiple Owners.

(6)(b) Class B Membership shall be limited to Developer who shall not be entitled to any votes for any Lot(s) owned by Developer. Class B Membership shall terminate as to any Lots owned by Developer and be converted to and become Class A Membership when such Lot(s) are sold or conveyed to an Owner other than Developer and such Owner becomes a Member.

ARTICLE IV

EASEMENTS, PROPERTY RIGHTS
AND ASSOCIATION PURPOSE

(1) Members' Easements: Every Member shall have a non-exclusive right and easement to use the common areas for the intended

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purposes of such common areas, if any, so designated on the proposed plat, and such easement shall be appurtenant to and shall pass with title to every Lot.

(2) Title: Developer hereby covenants that it shall convey to the Association the common areas lying within Phase I as designated on the proposed plat of subdivision recorded herewith, free and clear of all liens and encumbrances, except easements and rights-of-way of record, and subject to the provisions of this Declaration; provided, however, that Developer may retain legal title to the common areas until such time as 75 percent (75 %) of the lots have been sold and conveyed by the Developer, and the Owners thereof have become members of the Association, or until such time as Developer may be required to dedicate any of the common areas, if any, to the public use; provided further, that nothing herein shall prevent Developer from earlier conveying title to such common areas to the Association. Developer further covenants that upon the commencement of the Phase II obligations as provided in Article VIII hereof, that it shall in like manner convey to the Association the common areas lying within said Phase II according to the terms and provisions of Article VIII hereof.

(3) Association Rights: The Association, if the Association is then the Owner of the common areas, shall have the right to dedicate or transfer all or any part of the retention pond(s) and other common areas, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Members; provided, however, that any dedication, transfer or determination as to the conditions thereof shall be effective only upon execution of an instrument signed by the holders

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of two-thirds (2/3) of each class of all outstanding Class A and Class B Memberships and which is recorded and confirms or approves such dedication, transfer or determination; and further provided, however, that any dedication, transfer or determination as to the conditions thereof shall be effective only upon the prior consent thereto received from the City of Novi, Oakland County, Michigan. Anything contained herein to the contrary notwithstanding, Developer shall have the exclusive right to dedicate or transfer all or any part of the common areas to the public use, or to grant public or private easements or rights-of-way to public or private utilities or governmental bodies in, over or upon the common areas, if any, prior to conveyance to the Association and the Association shall receive the same subject thereto.

(4) Access Easement: The Association and the City of Novi, their agents and representatives shall have a perpetual easement for reasonable access to the retention pond and other common areas, if any, at all reasonable times for purposes of maintenance, repair, operation and improvement thereof.

(5) Association Purposes: The Association shall have the duty and responsibility to maintain, operate and repair the retention pond(s) and other common areas for the benefit of the subdivision and the Members.

ARTICLE V

MAINTENANCE ASSESSMENT COVENANT

(1) Lien and Personal Obligation for Assessments: Developer, for and on behalf of each and every Lot within the real property,

LIBER 7459 PAGE 657

does hereby covenant and agree and each owner of any Lot by acceptance of a deed therefor whether or not it shall be set forth therein, is deemed to covenant and agree to pay to the Association when due: (a) all regular assessments or charges of the Association, (b) special assessments, if any, for capital improvements to be established and collected as hereinafter set forth, and (c) all other assessments for taxes, levies, assessments or other charges lawfully imposed or charged to the Association or the common areas; and each Owner does covenant, agree and accept all of the terms, conditions, covenants and agreements hereof in accordance herewith.

(2) Purpose: The purpose of the assessments levied by the Association shall be for the repair, maintenance, operation, management and improvement of the retention pond(s), and all other common areas, if any, including but not limited to the payment of all taxes and insurance thereon, the repair and replacement thereof, the operation thereof, additions thereto and improvements thereon, and for the cost of labor, equipment, materials, management and supervision for and in connection thereof and of the Association. Notwithstanding anything contained herein to the contrary, in the event the Association fails or refuses to provide the necessary repairs, maintenance, operation, management and improvement of the retention pond(s) and/or other common areas, if any, then and in such event the City of Novi, a Michigan municipal corporation, shall have the right to assess all costs for the same under and pursuant to this Declaration and each Owner of such Lot consents to such assessment and agrees that such assessment shall be payable on demand to the City of Novi. In addition to other methods of collection, the City of Novi shall have the right to place such assessment on the City tax rolls of the assessed property.

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(3) Regular Assessment: Each member of the Association, except the Developer, shall remit semi-annual nonrefundable payments of regular assessments to the Association in the amount of Fifty Dollars (\$ 50.00) each for each Lot owned by such member, adjusted and payable as follows:

(3)(a) Regular assessments for each assessment period shall be due and payable in advance on the first day of March and the first day of September of each year thereafter.

(3)(b) The first regular assessment for each lot shall be due and payable upon the closing of the purchase of the dwelling unit by the Owner of the lot in an amount which bears the same proportion to the regular assessment as the remaining number of days in the then current assessment period bears to the total number of days in such assessment period; provided, however, that the first regular assessment shall be the next semi-annual regular assessment date if the assessment for the then current assessment period has been paid in full.

(3)(c) Promptly at the end of each fiscal year of the Association, the Board of Directors shall adjust the regular assessment next due for each lot to reflect the proportionate share of each lot for any and all costs, expenses or obligations incurred by the Association in the then ending fiscal year over assessments received or receivable, and each Owner shall pay the regular assessment next due as adjusted.

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(3)(d) The Board of Directors, in its discretion, may establish an installment program for the payment of any regular, special or deficit assessment and may charge interest in connection therewith.

(4) Capital Improvement Special Assessment: In addition to the regular assessments provided for herein, the Association may levy a special assessment by resolution for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement to the retention pond(s) or other common areas, if any; provided, however, that any such special assessment shall be first approved by two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose. Such special assessment shall be due and payable according to the terms and conditions and in the manner specified in the Resolution of the Association.

(5) Uniform Assessment Rate: All regular, special and deficit assessments shall be fixed and established at the same rate for all Lots within the subdivision.

(6) Board of Directors' Duties: Subject to the foregoing provisions, the Board of Directors of the Association shall fix the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall prepare a roster of the Lots and the assessments applicable thereto to be maintained in the office of the Association and which shall be open to inspection by any Owner at all reasonable times. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. In addition, the Association shall, upon reasonable demand and without charge, furnish to any Owner liable for such

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assessment(s) a certificate in writing signed by an officer or director of the Association, which states whether such assessment(s) have been paid and the amounts, if any, which remain due and unpaid.

(7) Effect of Non-Payment of Assessments; Personal Obligation of the Owner and Liens and Remedies of the Association: In the event any assessment is not paid on the due date then such assessment shall become delinquent and a lien therefor shall thereupon arise and shall, together with interest thereon and costs of collection therefor (as hereinafter provided) be and become a continuing lien on such Lot until paid in full, and such lien shall be binding upon the Lot, the Owner thereof and his or her heirs, personal representatives, successors and assigns. Such assessments shall also be a personal obligation and debt of the Owner(s) and shall be binding upon such Owner(s) to pay such assessments and remain the personal obligation and debt of such Owner(s) for the statutory period; provided, however, such obligation and debt shall not pass to such Owner(s)' successors in title unless expressly assumed by such successor or assign. Any successor or assign in or to title may obtain from the Association a written statement as to any unpaid assessments and charges on such Lot in accordance with Paragraph 6 of this Article and such statement shall be binding upon the Association. In the event the assessment is not paid in full within thirty (30) days after delinquency, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum and the Association may bring an action at law against the Owner(s) personally obligated to pay the same or foreclose the lien against the Lot, and there shall be added to the amount of such assessment(s) and interest, the costs of preparing and filing the complaint in such action and/or in connection with foreclosure and,

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in the event a judgment is obtained, the judgment shall include interest on the assessment as above provided and reasonable attorneys' fees together with all costs and expenses of the action.

(8) Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and any sale or transfer of any Lot shall not affect the assessment lien; provided, however, that the sale or transfer of any Lot in connection with a mortgage foreclosure proceeding or any proceeding in lieu thereof, shall extinguish the lien of the assessments, interest and charges as to assessments, interest and charges due prior to such sale or transfer, but in no event shall the prior Owner thereof be relieved of any liability whatsoever for such obligation and debt. No subsequent sale or transfer shall relieve such Lot from liability for any assessments, interest or charges which thereafter become due or from any lien therefor.

(9) Exemptions and Modification of Assessments:

(9)(a) The retention pond(s) and other common areas, if any, shall be exempt from any assessments, special assessments or deficiency assessments and from and against any liens or encumbrances therefor.

(9)(b) All Lots owned by Developer shall be exempt from all regular assessments, special assessments and deficiency assessments. Upon conveyance of any Lot by Developer to a Class A Member, this exemption for each such Lot shall thereupon cease and such Lot shall then be liable for the prorated balance of that year's established annual assessment and special assessment, if

any; provided, however, that any Lots owned by Developer shall not be exempt from assessments by the City of Novi for real property taxes and other charges.

(9)(c) The initial cost of development of the retention pond(s) and common areas, if any, shall be borne and paid for by Developer.

ARTICLE VI

USE AND OCCUPANCY RESTRICTIONS AND COVENANTS

(1) Land and Building Use Restrictions: Every Lot shall be restricted for use only as a one-family residential dwelling unit or model home for such purpose and all dwellings erected, altered, placed or permitted on any Lot shall be limited to thirty-five (35) feet in height or not in excess of two and one-half (2-1/2) stories, whichever is greater. A private garage or carport of a size which shall permit no more than three (3) automobiles may be erected on each Lot as a detached unit or attached to the dwelling unit.

(2) Dwelling Unit Size: The main structure of any dwelling unit erected, altered, placed or permitted on any Lot shall contain a total floor area of not less than one thousand (1,000) square feet. Garages, steps, carports, open and/or closed porches, breezeways, arcades or similar facilities shall not be considered in computing such floor area whether the same is an integral part of or connected to any dwelling.

(3) Building Location: All buildings and structures shall be located on each Lot at least thirty (30) feet from the

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LIBER 7459 PAGE 663

front Lot line and all buildings and structures on any corner Lots shall be located at least thirty (30) feet from any side street Lot line. No building, structure or dwelling unit of any type on any Lot or Lots which border along Taft Road and/or Nine Mile Road shall have all or any part of its front side facing either road. Side yards on each side of every dwelling unit shall be not less than ten (10) feet in width from the dwelling unit. For the purpose of these set-back and side-yard provisions, eaves, steps and open porches shall not be considered as part of any building or structure.

(4) Lot Sizes: Nothing contained herein shall be construed to prevent any Owner from erecting a single-family residential dwelling unit on a parcel of land in accordance with the size and set-back and side-yard provisions hereof, without reference to the platted Lot lines; provided, however, that only one single-family residential dwelling unit shall be erected, placed or permitted to remain on any parcel of land which does not have an area of at least nine thousand six hundred (9,600) square feet and which shall comply with all the other zoning and subdivision requirements of the City of Novi.

(5) Easements: Easements for construction, installation, modification and maintenance of public utilities, surface drainage facilities and sanitary sewer, storm sewer and water main facilities are reserved as shall be shown on the plat and/or as may otherwise appear of record and as set forth herein and easements are hereby expressly reserved to Developer in, through and across a strip of land six (6) feet in width along all rear Lot lines and in, through and across a strip of land three (3) feet in width along all side Lot lines for installation and maintenance of telephone and electric

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lines and conduits, cable television lines, if any, sanitary and storm sewers, water mains, gas lines and for surface drainage facilities. In addition, easements are hereby expressly reserved for use by any public utility service determined to be necessary or advisable by the Developer for the benefit of the subdivision. Developer, the Association and the City of Novi shall also have an easement along the side ten (10) feet and the rear twenty (20) feet of all Lots abutting the retention pond for purposes of cleaning, dredging, purifying, repairing, improving or otherwise maintaining and operating such facilities. The use of these easements or any part thereof may be assigned by Developer at any time and from time to time to any person, firm, corporation, governmental agency, municipal authority or department furnishing one or more of the foregoing services and/or facilities, and any such easement herein reserved may be relinquished, waived and terminated, in whole or in part, by the Developer upon filing for record an appropriate instrument of relinquishment. No structure, planting or other material or obstacle shall be placed or permitted to remain within the area reserved herein for such easements which may damage or interfere in any way with the installation and maintenance of such service facilities and utilities, including, without limitation, facilities for underground electrical and telephone distribution systems which may affect, change, obstruct or retard the flow or direction of water in and through drainage channels in such easements, or which may change, obstruct or retard the flow of surface water or would be detrimental to the property of others and/or change or affect the finished grade of any Lot once established by Developer. The easement area contained in each Lot and all improvements therein shall be maintained in presentable condition continuously by the Lot Owner, other than as to utilities for which a public authority or utility company shall be responsible. The Lot Owner shall be liable for damages to any

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service facilities and utilities thereon, including damages to electric, gas and telephone distribution lines and facilities therein and drainage ditches now located or hereafter constructed in the subdivision shall not be drained, filled, altered, changed, dammed or widened without the express written consent of Developer and the Board of Directors of the Association.

(6) Non-Access Greenbelt Easement: A non-access greenbelt easement is hereby expressly reserved to Developer and to the Association in, through and across a strip of land fifteen (15) feet in width along the rear lot lines of all residential lots abutting Nine Mile Road or Taft Road. Said easement area shall be covered by a suitable ground cover and a screen planting. Said ground cover and screen plantings shall initially be put in place by Developer, and shall thereafter be maintained in presentable condition by the Lot Owner.

(7) Antennae: Only one television antennae shall be constructed or erected upon the exterior of any dwelling unit or structure on any Lot.

(8) Temporary Structures and Vehicles: No house trailer, commercial vehicles, bus or truck, boat trailer, boat, camping vehicle or trailer or motorcycle may be parked on or stored on any Lot in the subdivision unless stored fully enclosed within an attached garage or similar structure and further any commercial vehicles, buses and trucks shall not be parked in the subdivision or on any Lot therein, except to make normal deliveries or pickups in the normal course of business. No structure of a temporary character or trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

(The foregoing restrictions shall not be applicable to any activities by any builders or Developer during any sales and construction periods).

(9) Signs: Signs may be displayed to the public on any Lot only if one non-illuminated sign is displayed which is not more than six (6) square feet in area and pertains only to the sale or rental of the premises upon which it is maintained, and not more than two non-illuminated signs may be displayed for warning for no trespassing, safety or caution which are not in excess of two (2) square feet in area on each Lot; provided, however, that the foregoing restrictions shall not be applicable to any activities of any builders or Developer during any sales and construction periods.

(10) Nuisances: No noxious or offensive activity shall be carried on upon or in any dwelling Lot or structure nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood; provided, however, any builders or Developer model homes shall not be so restricted until sold.

(11) Livestock and Poultry: No animals, livestock, birds or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats or other common household pets for domestic purposes only and such permitted household pets shall not be bred, kept or maintained for any commercial purposes whatsoever.

(12) Garbage and Refuse: No Lot shall be used or maintained as a dumping ground for rubbish or trash whether occupied or not. Trash, garbage or other waste shall be kept only in closed sanitary containers and all incinerators (if permitted by law only)

or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(13) Intersection Sight Distance: No fence, wall, structure, planting or obstruction shall be erected, established or maintained on any corner lot within a triangular area formed by the street lines and a connecting line which is at a point twenty-five (25) feet from the intersection of such street lines which shall have a height that is more than two (2) feet; provided, however, shade trees with wide branches which are at least eight (8) feet above ground shall be permitted within such area.

ARTICLE VII

BINDING EFFECT

(1) Phase I: Developer hereby declares that it intends to develop Phase I, as described in Exhibit B hereto, in accordance with the proposed plat recorded herewith. To that end, upon execution of this Declaration, all of the terms, provisions and conditions of this Declaration shall take effect and shall immediately bind said Phase I; provided, however, that the Association and the members thereof shall have no duties and no rights with regard to that part of the Property as is contained in Phase II unless and until said Phase II is developed for single family residential purposes as provided in paragraph two of this Article VII; provided further, that notwithstanding anything in this Declaration to the contrary, the

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Association and the members shall have the right to enforce all the terms, provisions and conditions of this Declaration with respect to Phase II if such Phase II is developed for single family residential purposes at any time during the term of this Declaration.

(2) Parcel II: The mutual benefits, covenants, agreements, restrictions, easements, charges and liens contained in Articles III, IV and V of this Agreement shall not apply to Phase II, as described in Exhibit C, unless and until a plat of subdivision has been recorded therefor and construction thereon has begun. Thereafter, all the Articles of this Declaration shall apply to both parcels I and II as a whole, and the Owners of Lots in Phase II shall become members of the Association and shall have all the rights and duties of members of the Association, and the Association shall have all the rights and duties with respect to the Lots and members in Phase II that it has with regard to the Lots and members in Phase I, it being the intent and purpose of this Declaration that all of the property and all of the common areas and facilities therein are to be administered and operated as an integrated whole should both Phases be developed for single family residential purposes.

(3) Integration: If the property in Phase II should be developed for single family residential purposes as provided in Paragraph 2 of this Article VII, then every owner of each lot(s) in Phase II shall become a member of the Association in the manner provided in Article III of this Declaration, and both the Association and all of the members thereof shall have all of the rights and duties specified in this Declaration, which shall then apply to the property as a whole, and Developer hereby covenants that it shall

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convey to the Association the common areas lying within Phase II as designated on the proposed plat of subdivision recorded herewith, free and clear of all liens and encumbrances, except easements and rights-of-way of record, and subject to the provisions of this Declaration; provided, however, that Developer may retain legal title to the common areas until such time as seventy-five percent (75%) of the lots have been sold and conveyed by the Developer, and the Owners thereof have become members of the Association, or until such time as Developer may be required to dedicate any of the common areas, if any, to the public use; provided further, that nothing herein shall prevent Developer from earlier conveying title to such common areas to the Association.

ARTICLE VIII

MISCELLANEOUS

(1) Binding Effect and Amendment: The covenants, restrictions and agreements of this Declaration shall run with and be binding upon the real property and each Lot and may be amended or modified by Developer at any time and from time to time prior to the sale of the first Lot of the subdivision effective upon recording the same with the Register of Deeds, Oakland County, Michigan. Any such amendments or modification shall also be covenants, restrictions and agreements which shall run with the land and be binding upon the real property and each Lot. This Declaration shall continue for a term of twenty (20) years from the date it is recorded, after which time it shall automatically be extended for successive periods of ten (10) years, unless then terminated by instrument executed by not less than seventy-five (75) percent of the Lot Owners and the Developer, in the event the Developer then continues to own any Lots. This Declaration may be

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amended after the sale of the first Lot in the subdivision during the first twenty (20) year period only by instrument executed by not less than ninety (90) percent of the Lot Owners and thereafter by instrument signed by not less than seventy-five (75) percent of the Lot Owners and by Developer in the event Developer continues to own any Lots and in the event any amendment affects in any way the retention pond and/or common areas, if any, such amendment shall not be effective unless the prior written consent of the City of Novi, Michigan is first obtained.

(2) Notices: Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, to the last known address of the person who appears as the Member or Owner on the records of the Association at the time of mailing.

(3) Enforcement: Enforcement of these covenants, agreements and restrictions shall be by any proceeding at law and/or in equity against any person or persons in violation thereof or who attempt to violate any of the covenants, agreements or restrictions, either to restrain violation hereof or to recover damages, or both, and against the land to enforce any lien created hereunder. Any failure by the Association of any Owner or Developer to enforce any of the covenants, agreements or restrictions contained herein shall not be deemed to be a waiver thereof or a waiver of any right to enforce the same hereunder.

(4) Severability: Invalidation of any one or more of these covenants, agreements or restrictions by judgment or court order

shall not in any way affect the validity or enforcement of any other provisions herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 8th day of March, 1979.

IN THE PRESENCE OF

BEZTAK CONSTRUCTION COMPANY, INC., a Michigan corporation

Lawrence A. Kilgore
Lawrence A. Kilgore

By: Harold Beznos
HAROLD BEZDOS, PRESIDENT
FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF DETROIT, a corporation existing under the Home Owner's Loan Act of 1933, who joins in this Agreement as the construction lender as to Phase I only, and not as Grantor herein.

William J. Moran, Jr.
William J. Moran, Jr.

Charles G. Rowe
Charles G. Rowe

By: Albin Anderberg, Jr.
Albin Anderberg, Jr.

STATE OF MICHIGAN)
COUNTY OF WAYNE) SS.

On this 8th day of March, 1979, before me a Notary Public, personally appeared Harold Beznos, to me personally known, who being by me sworn did say that he is the President of Beztak Construction Company, a Michigan corporation, and that said instrument was signed on behalf of said corporation and is the free act and deed of said corporation.

Lawrence A. Kilgore
Notary Public, Wayne County, Michigan

My Commission Expires: _____

STATE OF MICHIGAN)
COUNTY OF WAYNE) SS.

On this 8th day of March, 1979, before me a Notary Public, personally appeared Albin Anderberg, Jr., to me personally known, who being by me sworn did say that he is the Vice President of First Federal Savings and Loan Association of Detroit, a corporation, and that said instrument was signed on behalf of said corporation and is the free act and deed of said corporation.

William J. Moran, Jr.
Notary Public, Washtenaw County, Michigan
Washtenaw

My Commission Expires: 10-15-79

This document was drafted by and after recording return to:
Lawrence A. Kilgore, Esq.
Evans & Luptak
2500 Buhl Building
Detroit, MI 48226

EXHIBIT A
TO
DUNBARTON PINES SUBDIVISION
DECLARATION OF COVENANTS,
AGREEMENTS AND RESTRICTIONS

LIBER 7459 PAGE 672

DUNBARTON PINES SUBDIVISION NO. 1 and NO. 2

A part of the SW $\frac{1}{4}$ of Section 27, T1N-R8E, Novi Township, Oakland County, Michigan; more particularly described as commencing at the SW corner of said Section 27, for a point of beginning; thence N2 $^{\circ}$ 27'05"E, 2636.51 ft., along the West line of said Section 27 and the centerline of said Taft Road; to the West $\frac{1}{4}$ corner of said Section 27; thence S89 $^{\circ}$ 31'25"E, 1618.03 ft., along the East and West $\frac{1}{4}$ line of said Section 27, to a traverse point; thence S89 $^{\circ}$ 31'25"E, 40 ft. more or less, along the East and West $\frac{1}{4}$ line of said Section 27, to the centerline of a stream and the Westerly boundary of "Brookland Farms No. 1", as recorded in Liber 86, Pages 8 and 9 of Oakland County Records; thence Southeasterly, 1100 ft. more or less, along the centerline of said stream and the Westerly boundary of said "Brookland Farms No. 1"; thence N54 $^{\circ}$ 14'05"E, (recorded N53 $^{\circ}$ 41'E) 38 ft. more or less, along the boundary of said "Brookland Farms No. 1", to a traverse point, said traverse point being described from the first mentioned traverse point as S6 $^{\circ}$ 10'00"E, 310.00 ft., along traverse line; thence S48 $^{\circ}$ 07'00"E, 599.37 ft., along said traverse line; thence S48 $^{\circ}$ 03'49"E, 204.86 ft., along said traverse line; thence N54 $^{\circ}$ 14'05"E, 88.00 ft., along said traverse line, to the last mentioned traverse point; thence along the following courses and distances along the Westerly and Southerly boundary of said "Brookland Farms No. 1"; thence S48 $^{\circ}$ 41'55"E, 113.51 ft., (recorded S49 $^{\circ}$ 08'E, 113.52 ft.); thence S14 $^{\circ}$ 48'21"E, 372.95 ft., (recorded S15 $^{\circ}$ 38'E, 374.02 ft.); thence S82 $^{\circ}$ 08'55"E, (recorded S82 $^{\circ}$ 42'E), 180.51 ft.; thence S21 $^{\circ}$ 17'55"E, (recorded S21 $^{\circ}$ 51'E), 192.65 ft.; thence S1 $^{\circ}$ 59'05"W, (recorded S1 $^{\circ}$ 26'W), 25.00 ft.; thence N63 $^{\circ}$ 52'05"E, (recorded N63 $^{\circ}$ 19'E), 234.04 ft.; thence S16 $^{\circ}$ 47'05"W, (recorded S16 $^{\circ}$ 14'W), 81.93 ft.; thence S63 $^{\circ}$ 52'05"W, (recorded S63 $^{\circ}$ 19'W), 210.43 ft. to a traverse point; thence S63 $^{\circ}$ 52'05"W, (recorded S63 $^{\circ}$ 19'W), 32.00 ft., to the centerline of a stream; thence Southerly, Easterly and Southerly 630 ft. more or less, along the centerline of said stream also being the Westerly boundary of "Brookland Farms No. 1"; thence N88 $^{\circ}$ 59'55"W, 20.00 ft. to a traverse point, said traverse point being described from the previously mentioned traverse point as S63 $^{\circ}$ 52'05"W, 102.00 ft., along traverse line; thence S00 $^{\circ}$ 30'05"W, 200.27 ft., along said traverse line; thence N88 $^{\circ}$ 59'55"E, 288.04 ft. along said traverse line; thence S27 $^{\circ}$ 00'00"E, 80.00 ft. along said traverse line to the last mentioned traverse point; thence N88 $^{\circ}$ 59'55"W, 362.75 ft.; thence S0 $^{\circ}$ 30'05"W, 791.68 ft., to the South line of said Section 27; and the centerline of Nine Mile Road; thence N89 $^{\circ}$ 44'00"W, 454.65 ft., along the South line of said Section 27 and the centerline of said Nine Mile Road; thence N1 $^{\circ}$ 46'00"E, 235.79 ft.; thence N88 $^{\circ}$ 41'36"W, 308.28 ft.; thence S1 $^{\circ}$ 15'00"W, 241.34 ft.; to the South line of said Section 27 and the centerline of said Nine Mile Road; thence N89 $^{\circ}$ 44'00"W, 930.44 ft., along the South line of said Section 27 and the centerline of said Nine Mile Road; thence N1 $^{\circ}$ 15'00"E, 436.00 ft.; thence N89 $^{\circ}$ 44'00"W, 200.00 ft.; thence S1 $^{\circ}$ 15'00"W, 436.00 ft., to the South line of said Section 27 and the centerline of said Nine Mile Road; thence N89 $^{\circ}$ 44'00"W, 830.23 ft., along the South line of said Section 27 and the centerline of said Nine Mile Road to the point of beginning. All of the above containing 142.97 Acres more or less. All of the above being subject to the rights of the public in Taft Road and Nine Mile Road. All of the above being subject to easements, restrictions, and right-of-ways of record.

EXHIBIT B
TO
DUNBARTON PINES SUBDIVISION
DECLARATION OF COVENANTS,
AGREEMENTS AND RESTRICTIONS

LIBER 7458 PAGE 673

DUNBARTON PINES SUBDIVISION NO. 1

"Dunbarton Pines Subdivision No. 1" and being a part of the South $\frac{1}{2}$ of Section 27, T1N-R8E, City of Novi, Oakland County, Michigan, more particularly described as beginning at the SW corner of said Section 27; thence N2⁰27'05"E, 922.33 ft. along the west line of said Section 27; thence S87⁰32'55"E, 235.75 ft.; thence N64⁰43'41"E, 170.12 ft.; thence N74⁰53'53"E, 119.41 ft.; thence S88⁰38'24"E, 60.00 ft.; thence N86⁰52'00"E, 342.02 ft.; thence N88⁰34'42"E, 85.35 ft.; thence S87⁰59'53"E, 85.35 ft.; thence N27⁰30'16"E, 225.00 ft.; thence N85⁰57'42"E, 579.55 ft.; thence N82⁰34'59"E, 440.00 ft.; thence N7⁰25'01"W, 13.00 ft.; thence N82⁰34'59"E, 385.00 ft.; to a point on the westerly boundary of "Brookland Farms No. 1", as recorded in Liber 86, pages 8 and 9 of Oakland County Records; thence along the following courses and distances along the westerly and southerly boundary of said "Brookland Farms No. 1". S82⁰08'55"E (recorded: S82⁰42'E) 180.51 ft.; thence S, 21⁰17'55"E. (recorded: S, 21⁰51'E.) 192.65 ft.; thence S 1⁰59'05" W. (recorded: S, 1⁰26'W.) 25.00 ft.; thence N, 63⁰52'05"E. (recorded: N, 63⁰19'E.) 234.04 ft.; thence S, 16⁰47'05"W. (recorded: S, 16⁰14'W.) 81.93 ft.; thence S 63⁰52'05"W. (recorded: S, 63⁰19'W.) 210.43 ft. to a traverse point; thence S, 63⁰52'05"W. (recorded: S, 63⁰19'W.) 32.00 ft. to the centerline of a stream; thence southerly, easterly and southerly 630 ft. more or less, along the centerline of said stream also being the westerly boundary of "Brookland Farms No. 1"; thence N, 88⁰59'55" W. 20.00 ft. to a traverse point, said traverse point being described from the first mentioned traverse point as S, 63⁰52'05"W. 102.00 ft., along traverse line; thence S, 00⁰30'05"W. 200.27 ft., along said traverse line; thence N, 88⁰59'55"E. 288.04 ft. along said traverse line; thence S, 27⁰00'00"E. 80.00 ft. along said traverse line to the last mentioned traverse point; thence N, 88⁰59'55" W. 362.75 ft.; thence S, 00⁰30'05"W, 791.68 ft., to the south line of said section 27; thence N, 89⁰44'00" W, 454.65 ft. along the south line of said Section 27; thence N, 1⁰46'00"E, 235.79 ft.; thence N, 88⁰41'36"W, 308.28 ft.; thence S, 1⁰15'00"W, 241.34 ft.; to the south line of said Section 27; thence N, 89⁰44'00"W, 930.44 ft. along the south line of said Section 27; thence N, 1⁰15'00"E, 436.00 ft.; thence N, 89⁰44'00"W, 200.00 ft.; thence S, 1⁰15'00"W, 436.00 ft. to the south line of said Section 27; thence N, 89⁰44'00"W, 830.23 ft. along the south line of said Section 27 to the point of beginning, containing 71.189 Acres more or less.

EXHIBIT C
TO
DUNBARTON PINES SUBDIVISION
DECLARATION OF COVENANTS,
AGREEMENTS AND RESTRICTIONS

DUNBARTON PINES SUBDIVISION NO. 2

A part of the SW $\frac{1}{4}$ of Section 27, T1N-R8E, Novi Township, Oakland County, Michigan; more particularly described as commencing at the SW corner of said Section 27; thence N2 $^{\circ}$ 27'05"E, 922.33 ft., along the West line of said Section 27, and the centerline of Taft Road, to the point of beginning; thence N2 $^{\circ}$ 27'05"E, 1714.18 ft., along the West line of said Section 27 and the centerline of said Taft Road, to the West $\frac{1}{4}$ corner of said Section 27, thence S89 $^{\circ}$ 31'25"E, 1618.03 ft., along the East and West $\frac{1}{4}$ line of said Section 27, to a traverse point; thence S89 $^{\circ}$ 31'25"E, 40 ft. more or less, along the East and West $\frac{1}{4}$ line of said Section 27, to the centerline of a stream and the Westerly boundary of "Brookland Farms No. 1", as recorded in Liber 86, pages 8 and 9 of Oakland County Records; thence Southeasterly, 1100 ft. more or less, along the centerline of said stream and the Westerly boundary of said "Brookland Farms No. 1", thence N54 $^{\circ}$ 14'05"E, (recorded N53 $^{\circ}$ 41'E), 38 ft. more or less, along the boundary of said "Brookland Farms No. 1", to a traverse point, said traverse point being described from the first mentioned traverse point as S6 $^{\circ}$ 10'00"E, 310.00 ft. along traverse line; thence S48 $^{\circ}$ 07'00"E, 599.37 ft. along said traverse line; thence S48 $^{\circ}$ 03'49"E, 204.86 ft. along said traverse line; thence N54 $^{\circ}$ 14'05"E, 88.00 ft. along said traverse line to the last mentioned traverse point; thence S48 $^{\circ}$ 41'55"E, 113.51 ft., (recorded S49 $^{\circ}$ 08'E, 113.52 ft.) along the Westerly boundary of said "Brookland Farms No. 1"; thence S14 $^{\circ}$ 48'21"E, 372.95 ft., (recorded S15 $^{\circ}$ 38'E, 374.02 ft.) along the Westerly boundary of said "Brookland Farms No. 1"; thence S82 $^{\circ}$ 34'59"W, 385.00 ft.; thence S7 $^{\circ}$ 25'01"E, 13.00 ft.; thence S82 $^{\circ}$ 34'59"W, 440.00 ft.; thence S85 $^{\circ}$ 57'42"W, 579.55 ft.; thence S27 $^{\circ}$ 30'16"W, 225.00 ft.; thence N87 $^{\circ}$ 59'53"W, 85.35 ft.; thence S88 $^{\circ}$ 34'42"W, 85.35 ft.; thence S86 $^{\circ}$ 52'00"W, 342.02 ft.; thence N88 $^{\circ}$ 38'24"W, 60.00 ft.; thence S74 $^{\circ}$ 53'53"W, 119.41 ft.; thence S64 $^{\circ}$ 43'41"W, 170.12 ft.; thence N87 $^{\circ}$ 32'55"W, 235.75 ft., to the point of beginning. All of the above containing 71.78 Acres more or less. All of the above being subject to easements, restrictions, and right-of-ways of record. All of the above being subject to the rights of the public in Taft Road.

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LIBER 7459 PAGE 675

FIRST AMENDMENT TO
DUNBARTON PINES SUBDIVISION
DECLARATION OF COVENANTS
AGREEMENTS AND RESTRICTIONS

THIS FIRST AMENDMENT TO DUNBARTON PINES SUBDIVISION
DECLARATION OF COVENANTS, AGREEMENTS AND RESTRICTIONS, made
and declared this 8th day of March, 1979, by BEZTAK CONSTRUCTION
COMPANY, INC., a Michigan corporation (hereinafter sometimes referred
to as "Developer"), whose address is 23999 West Ten Mile Road, Southfield,
Michigan.

W I T N E S S E T H:

That Developer owns certain real property situated in the City of Novi,
Oakland County, Michigan, being more particularly described in Exhibit "A"
attached hereto and incorporated herein by this reference (hereinafter re-
ferred to as the "Property"), and has caused a plat of subdivision to be re-
corded for that portion of the Property described in Exhibit "A", said plat
being known as the "Dunbarton Pines Subdivision No. 1" and recorded in Liber
164, Page ^{40,41,}₄₂, Oakland County Records; and that Developer has made and
declared certain covenants, agreements, restrictions, easements, charges
and liens known as the "Dunbarton Pines Subdivision Declaration of Covenants,
Agreements and Restrictions", (hereinafter referred to as the "Declaration");
that Article VIII of said Declaration provides that Developer may amend the
Declaration at any time prior to the sale of the first lot in the subdivision, and
Developer has not yet sold or conveyed any of the lots in the subdivision; and
that Developer desires to amend the Declaration in the manner and for the pur-
poses set forth in this First Amendment to Dunbarton Pines Subdivision Decla-
ration of Covenants, Agreements and Restrictions;

NOW THEREFORE, Developer does hereby amend the Declaration and does hereby declare that the Property is hereby and shall be held, transferred, sold, conveyed and occupied subject to the covenants, agreements, restrictions, easements, charges and liens as set forth in the Declaration amended as follows:

(1) Paragraph 6(b) of Article III is hereby amended to provide as follows:

"(6)(b) Class B Membership shall consist of Developer and those Owners described in Paragraph Ten (10) of Article V. Class B Members shall not be entitled to any votes for any Lot(s) owned. Class B Membership shall terminate as to any Lots owned by a Class B Member and shall be converted to and become Class A Membership when such Lot(s) are sold or conveyed to an Owner other than a Class B Member and such Owner becomes a Member."

(2) Paragraph (3) of Article V is hereby amended to provide as follows:

"(3) Regular Assessment:

Each member of the Association, except the Developer and those persons described in Paragraph (10) of this Article V, shall remit annual nonrefundable payments of regular assessments to the Association in the amount of Thirty Five Dollars (\$35.00) each for each lot owned by such member, adjusted and payable as follows:"

All of the other terms, provisions and subparagraphs of said Paragraph (3)

of Article V shall remain in full force and effect unchanged and unaffected by anything in this Amendment.

(3) Article V is hereby further amended by adding thereto the following Paragraph (10):

"(10) Bullders:

Notwithstanding anything contained in this Declaration to the contrary, bullders, developers and real estate companies who own or hold any lot(s) for resale to customers in the ordinary course of business shall not be liable for the payment of any regular or special assessments imposed by the terms of this Article V; provided, however, that the exemption established by this Paragraph (10) shall cease and terminate as to any lot contained in Phase I upon which construction has not commenced by January 1, 1981, and as to any lot in Phase II upon which construction has not commenced within two years from the date of recording of a plat of subdivision therefor."

IN WITNESS WHEREOF, the undersigned has executed these presents the day and year first above written.

WITNESS:

Arlene J. Smolen
Arlene J. Smolen

BEZTAK CONSTRUCTION COMPANY,
a Michigan corporation

Robert F. Boyle
Robert F. Boyle

By: [Signature]

STATE OF MICHIGAN)
COUNTY OF Genesee SS.

Subscribed and sworn to before me this 8th day of March, 1979, by Harold Beckus, on behalf of Beztak Construction Company, a Michigan corporation.

Arlene J. Smolen
Notary Public, Genesee County, Michigan
ARLENE J. SMOLEN
Notary Public, Oakland County, Mich.
My Commission Expires Feb. 1, 1982

Drafted by and when recorded
return to:

USER 7459 PAGE 678

Lawrence A. Kilgore
2500 Buhl Building
Detroit, Michigan 48226

EXHIBIT A
TO
DUNBARTON PINES SUBDIVISION
DECLARATION OF COVENANTS,
AGREEMENTS AND RESTRICTIONS

LIBER 7459 PAGE 679

DUNBARTON PINES SUBDIVISION NO. 1 and NO. 2

A part of the SW $\frac{1}{4}$ of Section 27, T1N-R8E, Novi Township, Oakland County, Michigan; more particularly described as commencing at the SW corner of said Section 27, for a point of beginning; thence N2 $^{\circ}$ 27'05"E, 2636.51 ft., along the West line of said Section 27 and the centerline of said Taft Road; to the West $\frac{1}{4}$ corner of said Section 27; thence S89 $^{\circ}$ 31'25"E, 1618.03 ft., along the East and West $\frac{1}{4}$ line of said Section 27, to a traverse point; thence S89 $^{\circ}$ 31'25"E, 40 ft. more or less, along the East and West $\frac{1}{4}$ line of said Section 27, to the centerline of a stream and the Westerly boundary of "Brookland Farms No. 1", as recorded in Liber 86, Pages 8 and 9 of Oakland County Records; thence Southeasterly, 1100 ft. more or less, along the centerline of said stream and the Westerly boundary of said "Brookland Farms No. 1"; thence N54 $^{\circ}$ 14'05"E, (recorded N53 $^{\circ}$ 41'E) 38 ft. more or less, along the boundary of said "Brookland Farms No. 1", to a traverse point, said traverse point being described from the first mentioned traverse point as S6 $^{\circ}$ 10'00"E, 310.00 ft., along traverse line; thence S48 $^{\circ}$ 07'00"E, 599.37 ft., along said traverse line; thence S48 $^{\circ}$ 03'49"E, 204.86 ft., along said traverse line; thence N54 $^{\circ}$ 14'05" E, 88.00 ft., along said traverse line, to the last mentioned traverse point; thence along the following courses and distances along the Westerly and Southerly boundary of said "Brookland Farms No. 1"; thence S48 $^{\circ}$ 41'55"E, 113.51 ft., (recorded S49 $^{\circ}$ 08'E, 113.52 ft.); thence S14 $^{\circ}$ 48'21"E, 372.95 ft., (recorded S15 $^{\circ}$ 38'E, 374.02 ft.); thence S82 $^{\circ}$ 08'55"E, (recorded S82 $^{\circ}$ 42'E), 180.51 ft.; thence S21 $^{\circ}$ 17'57"E, (recorded S21 $^{\circ}$ 51'E), 192.65 ft.; thence S1 $^{\circ}$ 59'05"W, (recorded S1 $^{\circ}$ 26'W), 25.00 ft.; thence N63 $^{\circ}$ 52'05"E, (recorded N63 $^{\circ}$ 19'E), 234.04 ft.; thence S16 $^{\circ}$ 47'05"W, (recorded S16 $^{\circ}$ 14'W), 81.93 ft.; thence S63 $^{\circ}$ 52'05"W, (recorded S63 $^{\circ}$ 19'W), 210.43 ft. to a traverse point; thence S63 $^{\circ}$ 52'05"W, (recorded S63 $^{\circ}$ 19'W), 32.00 ft., to the centerline of a stream; thence Southerly, Easterly and Southerly 630 ft. more or less, along the centerline of said stream also being the Westerly boundary of "Brookland Farms No. 1"; thence N88 $^{\circ}$ 59'55"W, 20.00 ft. to a traverse point, said traverse point being described from the previously mentioned traverse point as S63 $^{\circ}$ 52'05"W, 102.00 ft., along traverse line; thence S00 $^{\circ}$ 30'05"W, 200.27 ft., along said traverse line; thence N88 $^{\circ}$ 59'55"E, 288.04 ft. along said traverse line; thence S27 $^{\circ}$ 00'00"E, 80.00 ft. along said traverse line to the last mentioned traverse point; thence N88 $^{\circ}$ 59'55"W, 362.75 ft.; thence S0 $^{\circ}$ 30'05"W, 791.68 ft., to the South line of said Section 27; and the centerline of Nine Mile Road; thence N89 $^{\circ}$ 44'00"W, 454.65 ft., along the South line of said Section 27 and the centerline of said Nine Mile Road; thence N1 $^{\circ}$ 46'00"E, 235.79 ft.; thence N88 $^{\circ}$ 41'36"W, 308.28 ft.; thence S1 $^{\circ}$ 15'00"W, 241.34 ft.; to the South line of said Section 27 and the centerline of said Nine Mile Road; thence N89 $^{\circ}$ 44'00"W, 930.44 ft., along the South line of said Section 27 and the centerline of said Nine Mile Road; thence N1 $^{\circ}$ 15'00"E, 436.00 ft.; thence N89 $^{\circ}$ 44'00"W, 200.00 ft.; thence S1 $^{\circ}$ 15'00"W, 436.00 ft., to the South line of said Section 27 and the centerline of said Nine Mile Road; thence N89 $^{\circ}$ 44'00"W, 830.23 ft., along the South line of said Section 27 and the centerline of said Nine Mile Road to the point of beginning. All of the above containing 142.97 Acres more or less. All of the above being subject to the rights of the public in Taft Road and Nine Mile Road. All of the above being subject to easements, restrictions, and right-of-ways of record.