

Oct 4 1977

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DECLARATION OF PROTECTIVE COVENANTS
DEER LAKE FARMS NO. 1 AND CERTAIN UNPLATTED LOTS

Conditions, Covenants, Restrictions, and Reservations,
and Grants affecting the property of;
Declarant

THIS DECLARATION is made this 20th day of June,

A.D., 1977, by WINCHESTER REAL ESTATE INVESTMENT LTD. and HUBERT S. GARNER and ELSIE J. GARNER, his wife, having an address at 120 West Nine Mile Road, Hazel Park, Michigan, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Article I of this Declaration; and

WHEREAS, Declarant is desirous of subjecting said real property to the conditions, covenants, restrictions, reservations, and grants hereinafter set forth, each and all of which is and are for the benefit of and pass with said property and each and every parcel thereof;

NOW, THEREFORE, Declarant hereby declares that the real property described in and referred to in Article I hereof is, and shall be held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations and grants (sometimes hereinafter collectively referred to as "Covenants") hereinafter set forth, together with such other conditions, covenants, restrictions, reservations and grants which have heretofore or which are hereafter recorded with respect to said real property, including the Consent Judgment in Oakland County Circuit Court case No. 78-131266.

ARTICLE I

Property Subject to this Declaration

The real estate which is, and shall be held, transferred, sold, conveyed and occupied subject to the Covenants set forth herein is located in Independence Township, Oakland County, Michigan, and is more particularly described as follows, to-wit:

(See attached description)

5-7

Oct

4

1977

LIBER 7030 PAGE 285

ARTICLE II

General Purposes of this Declaration

The real property described in Article I hereof is subject to the Covenants hereby declared to promote proper use and appropriate development and improvement of Deer Lake Farms No. 1 and unplatted lots, to protect the owners of the property therein against such improper use of surrounding lots as may depreciate the value of their property; to guard against the erection thereon of buildings built of improper or unsuitable materials; to promote adequate and reasonable development of said property; to encourage the erection of attractive improvements thereon, with appropriate locations thereof; to prevent haphazard and inharmonious improvements; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; to promote desired high standards of maintenance and operation of community facilities and services for the benefit and convenience of all owners of property and all residents and in general to provide adequately for a residential subdivision of the highest quality and character.

ARTICLE III

Definitions

BASEMENT. A portion of a building located partly underground, but having less than half its clear floor-to-ceiling height below the average grade of the adjoining ground at the building front.

BUILDABLE AREA (for the purpose of measuring lot width). The narrowest width within the 30 feet of lot depth immediately in back of the frontyard setback line.

BUILDING. Any structure having a roof, supported by columns or by walls and intended for the shelter, housing, or enclosure of any person, animal, or chattel.

BUILDING, ACCESSORY. A subordinate building or portion of a

Oct

4

1977

LIBER 7030 PAGE 286

principal building the use of which is incidental to that of the principal building and customary in connection with that use.

BUILDING HEIGHT. The vertical distance measured from the established ground level to the highest point of the roof surface, in the case of a flat roof; to the deck line of a mansard roof; and to the mean level of the underside of rafters between the eaves and the ridge of a gable, hip, or gambrel roof. Chimneys and ornamental architectural projections shall not be included in calculating the height.

CELLAR. The portion of a building located partly or wholly underground and having half or more than half of its clear floor-to-ceiling height below the average grade of the adjoining ground.

DECLARANT. Winchester Real Estate Investment L.T.D. and Hubert B. Garner and Elsie J. Garner, his wife, its and their successors and assigns.

DWELLING. A residential building or portion thereof, but not including hotels, motels, rooming houses, nursing homes, tourist homes or trailers.

FAMILY. Two or more persons each related to the other by blood, marriage, or legal adoption, or a group of not more than three persons not all so related, together with his or their domestic servants, maintaining a common household in a dwelling.

FRONT BUILDING LINE. That established by local governmental ordinances or rules.

LOT. A parcel of land, under common fee ownership, occupied by or intended for occupancy by one dwelling and having frontage upon a street. Therefore, a "lot" may or may not coincide with a lot of record.

LOT AREA. The area of a horizontal plane, bounded by the vertical planes through front, side and rear lot lines.

Oct

4

1977

LIBER 7030 PAGE 287

LOT LINE, FRONT. That boundary line of a lot which is along an existing street line as shown on the recorded plat. On corner lots, the owner may select either street lot line as the front lot line.

LOT LINE, REAR. That boundary of a lot which is most distant from and is, or is approximately, parallel to the front lot line. If the rear lot line is less than ten (10) feet in length, or if the lot line forms a point at the rear, the rear lot line shall be deemed to be a line ten (10) feet in length within the lot, parallel to and at the maximum distance from the front lot line.

LOT LINE, SIDE. Any boundary of a lot which is not a front or rear lot line.

SIDE STRIP. The unpaved strip of land within a street "Right-of-way" which is parallel to the paved roadway.

STORY. That portion of a building included between the surface of any floor and the surface of the floor next above; or if there is no floor above the space between the floor and the ceiling next above. A basement shall be counted as a story, and a cellar shall not be counted as a story.

ARTICLE IV

General Restrictions

1. Land Use and Building Type.

All lots in Deer Lake Farms No. 1 shall be used for private residence purposes only, and no building, except as specifically authorized elsewhere in this Declaration shall be erected, re-erected or maintained thereon, except one dwelling, erected for occupancy by one family, and a private garage containing not less than two or more than four parking spaces for the sole use of the owners or occupants of the dwelling. No other accessory building or structures may be erected in any manner or location except as approved in writing by Declarant.

Oct 4 1977

LIBER 7030 PAGE 288

2. Dwelling Quality and Size.

It is the intention and purpose of these Covenants to assure that all dwellings in Deer Lake Farms No. 1 shall be of a quality of design, workmanship and materials approved by Declarant. All dwellings shall be constructed in accordance with the applicable governmental Building Code and with more restrictive standards that may be required by Declarant. The minimum livable ground floor area of the dwelling, exclusive of attached garages, open terraces and breezeways, shall be:

- a. For one-story dwellings, including bi-levels, tri-levels - not less than 1,500 square feet.
- b. For two-story dwellings - not less than 2,200 square feet.
- c. The rear exterior elevation of homes shall be designed with the same care and variety of materials used in designing the front elevation.

3. Location on Lot.

No building in Deer Lake Farms No. 1 shall be located on a lot nearer to the front lot line than 40 feet. No dwelling shall be located within 35 feet of a rear lot line or within 20 feet of side lot lines counting both sides. Recreational structures, including swimming pools, shall be screened from any street lying entirely within Deer Lake Farms No. 1 by a wall, solid fence, evergreen hedge or other visual barrier as approved in writing by Declarant. No recreational structure, including a swimming pool, shall be located on a lot nearer to the front line, or a side lot line adjoining a street, than the setback shall be according to local governmental ordinances and rules.

Oct 4 1977

LIBER 7030 PAGE 289

4. Lot size.

No dwelling shall be erected, placed or permitted to remain on any lot having a square footage within the buildable area of less than 50,000 square feet.

5. Driveways.

Access driveways and other paved areas for vehicular use on a lot shall have a base of compacted gravel, crushed stone or other approved base material and shall have a wearing surface of asphaltic concrete, or the equivalent thereof. Plans for driveways, pavement edging or markers shall be approved by Declarant.

6. Natural Drainage Ways.

Where there exists on any lot or lots a condition of accumulation of storm water remaining over an extended period of time, the lot owner may, with the written approval of Declarant, take such steps as shall be necessary to remedy such condition, provided that no obstructions or diversions of existing storm water drainage swales and channels, over and through which surface storm water naturally flows upon or across any lot, shall be made by the lot owner in such manner as to cause damage to other property.

7. Building Materials.

Exterior building materials may be stone, brick, wood siding or any material blending with the architecture and natural landscape that is approved by the Declarant.

8. Home Occupations, Nuisances and Livestock.

No home occupation or profession shall be conducted in any dwelling located in Deer Lake Farms No. 1 and unplatted lots. No noxious activity shall be carried on, in or upon any premises, nor shall anything be

Oct 4 1977

LIBER 7030 PAGE 290

done thereon which may be, or may become, an annoyance or nuisance to the neighborhood. No animals (except for no more than two dogs or cats over four months of age), poultry, or reptiles or birds (except caged house birds) shall be kept or maintained on any lot. No burning of refuse shall be permitted outside the dwelling, except that the burning of leaves shall be permitted as or if allowed by Ordinance of Independence Township, as the case may be. The use of any garage, driveway or parking area which may be in front of, adjacent to, or part of any lot as a habitual parking place for commercial vehicles is prohibited, except for pick-ups and cars and station wagons.

9. Plant Diseases or Noxious Insects.

No plants or seeds or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a lot.

10. Nameplate and Hospitality Light Standards, Television or Radio Antennae and Towers, Laundry Drying Facilities or Flag Poles.

There shall be no more than one nameplate on each lot. A name plate shall not be more than 48 square inches in area, and contain the name of the occupant and/or the address of the dwelling. It may be located on the door of the dwelling or the wall adjacent thereto, or free standing in the front or side yard, provided that the height of the nameplate is not more than 12 inches above the adjoining ground grade. No television or radio antennae, or tower or laundry drying equipment shall be erected or used outdoors, whether attached to a building or otherwise.

11. Temporary Structures.

No trailer, basement of an uncompleted building, tent, shack, garage, barn (except as permitted in paragraph 1 of this Article IV)

Oct 4 1977

LIBER 7030 PAGE 291

and no temporary building or structure of any kind shall be used at any time for a residence either temporary or permanent. Temporary buildings or structures and trucks and equipment used during the construction of a dwelling shall be on the same lot as the dwelling, and such buildings or structures shall be removed upon the completion of construction. Nothing contained in these Covenants shall require the removal of or limit the use by Declarant, of temporary real estate sales offices for transacting the sales of lots in Deer Lake Farms No. 1.

12. Garages.

Garages must be attached to the dwelling and must accommodate a minimum of two cars.

13. Soil Removal.

Soil removal from lots shall not be permitted, except as required for building constructions, as permitted by the PROPRIETOR. In general, no more than one-third (1/3) of lot area may be stripped.

14. Architectural Controls.

a. It is understood and agreed that the purpose of architectural controls is to promote an attractive, harmonious residential development having continuing appeal. Until the construction plans and specifications are submitted to and approved in writing by Declarant, (i) No building, fence, wall or other structure shall be commenced, erected or maintained, nor (ii) shall any addition, change or alteration therein be made except for interior alterations, nor (iii) shall exterior color changes be made. The said construction plans and specifications shall show the nature, kind, shape, height, materials, (including samples of exterior building materials upon request), location

Oct 4 1977

LIBER 7030 PAGE 292

on lot, approximate cost of such building or other structure and the grading and landscaping plans of the lot to be built upon. Declarant shall have the right to refuse to approve any such construction plans or specifications, or grading and landscape plan, which are not suitable or desirable, in the opinion of Declarant, for aesthetic or other reasons; and in so passing upon such construction plans or specifications, grading and landscape plan, Declarant shall have the right to take into consideration the suitability of the proposed building or other structure with the surroundings, and the effect of the building or other structure with the surroundings, and the effect of the building or other structure on the outlook from adjacent or neighboring properties. It is desired that the natural landscape and trees be left in their natural state as much as possible or practical. In no instance shall a building of a design exactly the same as any other in Deer Lake Farms No. 1 be permitted except as permitted by Declarant.

b. All plans, specifications and other material shall be filed in the office of Declarant located on property of subdivision, for approval or disapproval. Declarant shall have the sole authority to review, approve and disapprove the conditions, covenants, restrictions, reservations and grants contained in this Declaration of Protective Covenants. A report in writing setting forth the decisions of Declarant, and the reasons therefor shall thereafter be transmitted to the applicant by Declarant, within fifteen (15) days after the date of filing complete plans, specifications and other material by the applicant. Declarant will aid and collaborate

Oct

4

1977

LIBER 7030 PAGE 293

with prospective builder and make suggestions from preliminary sketches. Prospective builders are encouraged to submit preliminary sketches for informal comment prior to the submittal of architectural drawings and specifications for approval. In the event: (i) Declarant fails to approve or disapprove within fifteen (15) days after complete submission, the final plans, specifications and other materials, as required by this Declaration; or (ii) no suit to enjoin construction has been filed within fifteen (15) days after commencement of such construction, approval shall not be required, and the related requirements of this Declaration shall be deemed to be complied with.

15. Architectural Control Committee.

The Declarant may at any time assign its rights, power and authority as set forth herein, to a Committee or Association representing the Owners of lots in the Subdivision, provided that such assignment shall be accomplished by a written instrument recorded in the office of the Oakland County Register of Deeds. At such time as Declarant no longer has any interest in any lot in said Subdivision, such an assignment must be given if requested by a Committee or Association representing the owners of 75% of the lots in the Subdivision.

16. Underground Wiring.

No permanent lines or wires for communication or the transmission of electric current or power (except transmission lines located on existing or proposed easement) shall be constructed, placed or permitted to be placed anywhere in Deer Lake Farms No. 1 other than within buildings or structures.

17. Maintenance of Side Strips.

The owners of lots in Deer Lake Farms No. 1 shall be responsible for the maintenance of parkways or public right-of-way located between their lot lines and edges of street pavements on which said lots abut.

Oct 4 1977

LIBER 7030 PAGE 294

18. Tree Removal.

Clear-cutting or removal of trees greater than 6" caliper shall not be permitted without the prior approval of the Declarant.

19. Public Water/Sewer.

(a) All dwellings shall be served by a sewage disposal system. During the initial development of the Subdivision, private septic tanks and drainfields constructed in compliance with the regulations of the Oakland County Health Department and with applicable Michigan Department of Public Health regulations may be installed. All toilet facilities must be located inside a dwelling.

(b) All dwellings shall be served by a potable water supply system. All wells on individual lots shall be drilled by a well driller licensed by the State of Michigan to a depth of not less than 40 feet, and a complete well log form for each such potable water well shall be submitted to the County or District Health Department within 60 days following completion of such well.

(c) At some time subsequent to the initial development, it may be necessary to construct a community water supply and sewage disposal system. The construction of such public systems may be financed, in whole or in part, by the creation of a special assessment district or districts which may include all original lots. The acceptance of a conveyance or the execution of a land contract by any owner or purchaser shall constitute the agreement by such owner or purchaser, his heirs, executors, administrators and assigns that such owner or purchaser will execute any petition circulated for the purpose of creating such a special assessment district. Further, each owner will pay such special assessments as may be levied against his lot by such special assessment district and shall take the necessary steps as required by the

Oct 4 1977

LIBER 7030 PAGE 295

appropriate state, county and township agencies to connect, at his own expense, his water intake and sewage discharge facilities to such community system within 90 days following the completion of said system or systems.

20. Deviations by Agreement with Declarant.

Declarant hereby reserves the right to enter into agreements with the grantees of any lot or lots (without the consent of grantees of other lots or adjoining or adjacent property) to deviate from any or all of the Covenants set forth in this Article IV, provided there are practical difficulties or particular hardships evidenced by the grantees, and any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of any such Covenant as to the remaining real estate in Deer Lake Farms No. 1.

21.

A. This unplatted part will be divided into four residential building sites of less than ten (10) acres each, one residential building site of 10.1 acres, and a "common area" consisting of the remainder of the unplatted part.

B. The common area and any other dedicated in future adjoining developments will be restricted to recreational uses for the benefit of the owner(s) of lots in the proposed Subdivision; more specifically:

a) Existing and future owners of lots in the Subdivision and future subdivisions on adjoining land will be granted the right to enter and use the common area for recreational purposes, and the right of ingress and egress to and from, over and across the private roadways on the common area.

b) These rights will be subject to reasonable rules and regulations made by the Declarant or association.

c) No storage of powerboats will be allowed on the common area. Storage facilities for other boats or recreational

Oct 4 1977

LIBER 7030 PAGE 296

equipment will be constructed on the common areas, out of sight of both Deer Lake and the smaller lake.

d) No launching of powerboats from the common area onto Deer Lake will be allowed. No powerboats will be allowed on the smaller lake.

e) No development will be allowed on the common area except for recreational facilities. No development of recreational facilities will be allowed without the consent of the owners of a majority of the lots in the Subdivision per association rules and by-laws.

C. In consideration of the easements and rights granted, the owner of each lot in the Subdivision and each of the five unplatted residential sites will pay a proportionate share of the cost of maintaining the common area and the private roads. Each lot shall bear an equal share of the cost and shall become members of the Association.

D. When 75% of the lots in the Subdivision have been sold, the owner of the common area will convey it to the Subdivision Homeowners Association if one has been formed pursuant to the Subdivision Building and Use Restrictions.

E. Permanent easement and use restrictions for the common area, incorporating the above agreements, will be written, executed and recorded when a complete legal description of the common area is available (following a survey for the Subdivision plat).

F. The five residential lots shall be subject to the restrictions affecting the platted lots.

22. Covenant Duration.

These Covenants are to run with the land and shall be

Oct 4 1977

LIBER 7030 PAGE 297

binding on all parties and all persons claiming under them for a period of thirty-five (35) years from the date hereof, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of 51% or more of the lots has been recorded, agreeing to change said Covenants in whole or in part.

23. Enforceability.

Any person or persons having an interest in any lot in the Subdivision shall have the right to enforce these restrictions. In the event that any part or portion of these restrictions should be held invalid or unenforceable for any reason whatsoever, such determination shall in no manner affect the enforceability of any other provision. Failure to enforce any provision hereof as to any lot shall not constitute a waiver of the right to enforce such provision as to other lots or of the right to enforce all other provisions as to the offending lot. Declarant shall not be liable for refusal or failure to enforce this Declaration of Protective Covenants.

ARTICLE V

Deer Lake Farms No. 1

1. Creation and Purpose.

There shall be formed a Michigan not-for-profit corporation to be known as the Deer Lake Farms Association (hereinafter referred to as the "Association"). The purposes of the Association shall be to promote high standards of maintenance and operation of all property in Deer Lake Farms No. 1 reserved or dedicated by Declarant for the common use of all residents and owners of property and owners of unplatted lots therein and to arrange the provision of services and facilities of common benefit, and in general to maintain and promote the desired character of Deer Lake Farms No. 1.

Oct 4 1977

LIBER 7030 PAGE 298

2. Membership and Voting.

Declarant and every record owner of a fee simple interest in a residential lot in Deer Lake Farms No. 1 and unplatted lots shall become a member of the Association. Each such member, including Declarant, shall be entitled to one vote on each matter submitted to a vote of members for each such lot owned by him or it. Where title to a lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote.

3. Powers of the Association.

The Association shall have the following powers:

A. To the extent such services are not provided by any governmental body:

a) To care for, spray, trim, protect and replant trees on all streets and in other public places where trees have once been planted, and to care for, protect and replant shrubbery and grass in the side strips which are in streets and set aside for the use of residents and owners of property in Deer Lake Farms No. 1.

b) To provide for the plowing and removal of snow from public streets.

c) To spray and to take other measures for mosquito and fly abatement within Deer Lake Farms No. 1.

d) To employ duly qualified peace officers for the purpose of providing such police protection as the Association may deem necessary or desirable in addition to that provided by any governmental body.

e) To maintain entranceways to Deer Lake Farms No. 1.

B. To mow, care for, and maintain vacant and unimproved property and remove rubbish from same and to do any other things necessary or

Oct

4

1977

LIBER 7030 PAGE 299

desirable in the judgment of the officers of the Association to keep any vacant and unimproved property and side strips in front of any property in Deer Lake Farms No. 1 neat in appearance and in good order and to make and collect reasonable charges therefor from owners of such property in amounts not to exceed the cost to the Association.

C. To provide for the maintenance of facilities in any public street, park or entranceways, or on any land set aside for the general use of the property owners and residents in Deer Lake Farms No. 1.

D. To own or lease such real estate as may be reasonably necessary in order to carry out the purposes of the Association, and to pay taxes on such real estate as may be owned by it.

E. To make such improvements to the entranceways of Deer Lake Farms No. 1 and to side strips within streets in Deer Lake Farms No. 1 and provide such other facilities and services as may be authorized from time to time by the affirmative vote of two-thirds of the members of the Association acting in accordance with its articles and by-laws, provided, however, that any such action so authorized shall always be for the express purpose of keeping Deer Lake Farms No. 1 a residential subdivision of the highest quality and character.

4. Method of Providing General Funds.

A. For the purpose of providing a general fund to enable the Association to exercise the powers, and make and maintain the improvements and render the services herein provided for, the Board of Trustees of the Association shall determine for each year the total amount required of such fund for such year and may levy an annual assessment uniformly against each lot in Deer Lake Farms No. 1.

B. In the event of failure of any owner to pay any assessment on or before 30 days following notice to such owner of such assessment

Oct

4

1977

LIBER 7030 PAGE 300

or the scheduled due date thereof, if later, then such assessment shall become delinquent and shall bear interest at the rate of seven percent (7%) per annum from the due date thereof to the date of payment, and the Association shall have a lien on each lot against which such assessment is levied to secure payment thereof, plus interest. When delinquent, payment of both principal and interest may thereafter be enforced against the owner personally, or as a lien on said real estate. It shall be the duty of the Association to bring suits to enforce such liens before the expiration thereof. The Association may, at its discretion, file certificates of nonpayment of assessments in the office of the Registrar of Deeds whenever any such assessments are delinquent. For each certificate so filed, the Association shall be entitled to collect from the owner or owners of the real property described therein a fee of \$10.00 which fee is hereby declared to be a lien upon the real estate so described in said certificate. Such fee shall be collectable in the same manner as the original assessments provided for herein and in addition to the interest and principal due thereon.

C. The liens herein provided shall be subject and subordinate to the lien of any valid mortgage or deed of trust now existing or which may hereafter be placed on said real property prior to the effective dates of such liens. In the event of the issuance of a deed, pursuant to foreclosure of such mortgage or deed of trust or in lieu of such foreclosure, the grantee of such deed shall take title free and clear from any liens herein provided which accrue prior to the recording of such deed.

D. Such liens shall continue for a period of five years from the date of delinquency and no longer, unless within such time suit shall have been filed for the collection of the assessment, in which case the lien shall continue until the termination of the suit and until the sale of the property under execution of the judgment in such suit.

Oct

4

1977

LIBER 7030 PAGE 361

5. Additional Members.

Declarant, as to lots owned by it, and every other owner of a fee simple interest in real estate subdivided hereafter by Declarant, including unplatted lot owners, pursuant to the aforesaid Consent Judgment, shall become a member of the Association.

6. Expenditures Limited to Assessment for Current Year.

The Association shall not expend more money within any one year than the total amount of the assessment for that particular year, plus any surplus which it may have on hand from previous assessments; nor shall said Association enter into any contract whatever binding the assessment of any future year, except for contracts for utilities, and no such contract shall be valid or enforceable against the Association.

7. Procedure for Amendments.

Notwithstanding the provisions of Paragraph 3 of Article VI to the contrary, this Article V may be amended at any time following the affirmative vote thereon by a two-thirds majority of the total number of votes entitled to be cast by members pursuant to Paragraph 2 of Article V hereof. Said agreement or agreements to amend shall be duly executed and acknowledged by such owners and recorded in the Office of the Registrar of Deeds, Oakland County, Michigan.

8. Until such time as the Association is formed as aforesaid, Declarant shall have all the powers of the Association specified in this Article V.

ARTICLE VI

General Provisions

1. Each of the Covenants set forth in this Declaration shall continue and be binding as set forth in Paragraph 2 of this Article VI for an

Oct

4

1977

LIBER 7030 PAGE 302

Initial period of thirty-five (35) years from the date of recording these Covenants and thereafter for successive periods of ten (10) years each.

2. The Covenants herein set forth shall run with the land and bind Declarant, its successors, grantees and assigns, and all parties claiming by, through or under them. Declarant, and each owner or owners of any of the above land from time to time shall have the right jointly and separately to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the Covenants above set forth, or any of them, in addition to the right to bring an ordinary legal action for damages. Whenever there shall have been built on any lot in Deer Lake Farms No. 1 any structure which is and remains in violation of the Covenants above set forth, or any of them, for a period of thirty (30) days after actual receipt of written notice of such violation from Declarant by the owner of such lot, then Declarant shall have, in addition to the foregoing rights, the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. In no event shall the failure of Declarant and such owners to enforce any of the Covenants herein set forth as to a particular violation be deemed to be a waiver of the right to do so as to any subsequent violation.

3. The members of the Association may revoke, modify, amend or supplement in whole or in part any or all of the Covenants and conditions contained in this Declaration and may release from any part or all of said Covenants all or any part of the real property subject thereto, but only at the following times and in the following manner:

A. Any such change or changes may be made effective at any time within ten (10) years from the date of recording of this Declaration following the affirmative vote thereon by a three-fourths

Oct 4 1977

LIBER 7030 PAGE 303

majority of the total number of votes entitled to be cast by members of the Association pursuant to paragraph 2 of Article V hereof;

B. Any such change or changes may be made effective at the end of said initial thirty-five (35) year period or any such successive ten (10) year period following the affirmative vote thereon by a two-thirds majority of the total number of votes entitled to be cast by members of the Association pursuant to Paragraph 2 of Article V hereof, at least five (5) years prior to the end of any such period.

C. Any such consents shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting owners and recorded in the Office of the Registrar of Deeds of Oakland County, Michigan; provided, however, that Article V hereof may be amended at any time in the manner therein set forth. A recordable certificate by an accredited abstractor or title guaranty company doing business in Oakland County, Michigan, as to the record ownership of said property shall be deemed conclusive evidence thereof with regard to compliance with the provisions of this section. Upon and after the effective date of any such change or changes, it or they shall be binding upon all persons, firms and corporations then owning property in Deer Lake Farms No. 1 and shall run with the land and bind all persons claiming by, through or under any one or more of them.

4. All Covenants, liens, and other provisions herein set forth shall be subject to and subordinate to all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed, encumbering any of the real property in Deer Lake Farms No. 1 and none of said Covenants, liens or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage.

Oct

4

1977

LIBER 7030 PAGE 304

However, if any such property is acquired in lieu of foreclosure, or if sold under foreclosure of any mortgage or under the provisions of any deed of trust in the nature of a mortgage, or under any judicial sale, any purchaser at such sale, his or its grantees, heirs, personal representatives, successors or assigns shall hold any and all such property so purchased or acquired subject to all the covenants, liens and other provisions of this Declaration except as hereinabove set forth in Paragraph 4 C of Article V.

5. If a court of competent jurisdiction shall hold invalid or unenforceable any part of any covenants or provision contained in this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration which shall remain in full force and effect.

6. Declarant hereby reserves the right to vest the Association or any other not-for-profit corporation with all or any of the rights, privileges, easements, powers and duties herein retained or reserved by the Declarant by written instrument or instruments in the nature of an assignment which shall be effective when recorded in the Office of the Registrar of Deeds of Oakland County, Michigan, and Declarant shall thereupon be relieved and discharged from every duty so vested in the Association or in such other not-for-profit corporation.

7. When used in these covenants "Successors" means any person, corporation or other entity who succeeds to the position of Declarant, as developer of lots in Deer Lake Farms No. 1 and "assigns" means any person, corporation or other entity who takes by written assignment from Declarant.

8. Each owner of a lot in Deer Lake Farms No. 1 shall file the correct mailing address of such owner with Declarant and shall notify Declarant promptly in writing of any subsequent change of address. Declarant shall maintain a file of such addresses and make the same available to the

Oct 4 1977

LIBER 7030 PAGE 305

Association. A written or printed notice, deposited in the United States Post Office, postage prepaid, and addressed to any owner at the last address filed by such owner with Declarant shall be sufficient and proper notice of such owner wherever notices are required in this declaration.

ARTICLE VII

Sewer, Water, and Drainage Easements

1. Easements and right-of-way are hereby reserved in and over each of the said lots for drainage or any other service deemed necessary or advisable by the Declarant.

2. Each owner as well as the Association agrees to be bound by a certain off site drainage easement (s) for Deer Lake Farms No. 1 dated June 21, 1977 which is recorded in Lib 6953 Pages 113-117, Oakland County Records.

IN WITNESS WHEREOF, Winchester Real Estate Investment, Ltd., and Hubert S. Garner and Elsie J. Garner, his wife, have, as Declarants, caused this instrument to be executed and attested and its respective seal, if any, to be hereto affixed, the day and year first above written.

WITNESSETH:

Joe A. Earl
JOE A. EARL

Olga R. Lifter
OLGA R. LIFTER

Joe A. Earl
JOE A. EARL

Olga R. Lifter
OLGA R. LIFTER

Winchester Real Estate Investments Ltd
P. O. Box 137, Clarkston, MI 48016
BY: Hubert S. Garner
Hubert S. Garner, President

BY: Elsie J. Garner
Elsie J. Garner, Secretary

Hubert S. Garner
HUBERT S. GARNER

Elsie J. Garner
ELSIE J. GARNER

STATE OF MICHIGAN)
COUNTY OF OAKLAND) SS:

On this 24 day of June, A.D., 1977, before me personally came Hubert S. Garner, President and Elsie J. Garner, Secretary of the

Oct 4 1977

LIBER 7030 PAGE 306

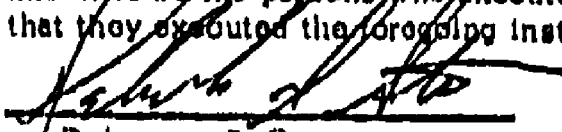
above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such president and secretary of said corporation, and acknowledge that they executed the foregoing instrument as such officers as the free act and deed of said corporation, by its authority.



Deborah A. Naron
Notary Public
Oakland County, Michigan
Comm. Expires March 30, 1980

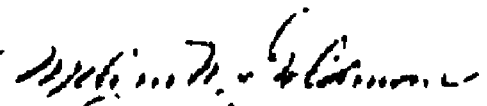
STATE OF MICHIGAN)
) SS:
COUNTY OF OAKLAND)

On this 4th day of June, A.D., 1977, before me personally appeared Hubert S. Garner and Elsie J. Garner, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged that they executed the foregoing instrument as their free act and deed.



Deborah A. Naron
Notary Public
Oakland County, Michigan
Comm. Expires March 30, 1980

This instrument drafted by:
Jack L. Banyoky
Attorney at Law
2893 Dixie Highway
Pontiac, Michigan 48055
674 4678


August 22, 1977
OAKLAND COUNTY DEPARTMENT OF HEALTH
1200 North Telegraph Road
Pontiac, Michigan 48053

Oct

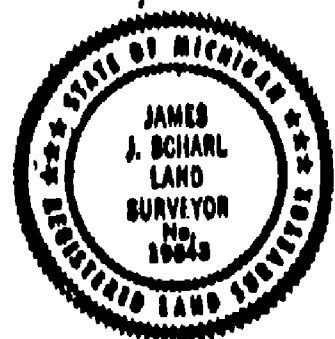
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LIBER 7030 PAGE 307

"Dear Lake Farms No. 1," a subdivision of part of the West ½ of Section 20 and part of the East ½ of Section 19, T4N, R9E, Independence Township and the Village of Clarkston, Oakland County, Michigan, described as beginning at a point on the west line of Section 20, located S 00°59'20" E 660.39 feet from the West ½ corner of Section 20, T4N, R9E; thence N 89°24'35" W 492.21 feet; th N 17°40'10" W 57.90 feet; th on a curve to the right (R = 60.00 feet, Delta = 124°14'10", LC = N 15°33'08" W 106.07 feet) an arc distance of 130.10 feet; th N 43°26'03" W 150.00 feet; th S 65°22'00" W 69.77 feet; th S 00°35'25" W 235.00 feet; th N 89°24'35" W 355.60 feet; th N 11°30'00" W 187.24 feet; th on a curve to the right (R = 360.00 feet, Delta = 38°00'00", LC = N 07°30'00" E 234.41 feet) an arc distance of 238.76 feet; th N 26°30'00" E 334.70 feet; th on a curve to the right (R = 430.00 feet, Delta = 54°15'00", LC = N 53°37'30" E 392.10 feet) an arc distance of 407.14 feet; th N 80°45'00" E 540.00 feet; th on a curve to the left (R = 200.00 feet, Delta = 34°22'39", LC = N 63°33'38" E 118.21 feet) an arc distance of 120.00 feet; th N 46°22'21" E 237.38 feet; th on a curve to the left (R = 300.00 feet, Delta = 84°39'41", LC = N 04°02'26" E 404.04 feet) an arc distance of 443.29 feet; th N 38°17'20" W 329.96 feet; th on a curve to the right (R = 260.00 feet, Delta = 25°46'16", LC = N 25°24'12" W 115.96 feet) an arc distance of 116.95 feet; th on a curve to the left (R = 200.00 feet, Delta = 25°46'16", LC = N 25°24'12" W 89.20 feet) an arc distance of 89.96 feet; th N 51°42'40" E 404.24 feet to the centerline of Holcomb Road; th S 38°17'20" E 70.24 feet along the centerline of Holcomb Road to the northwest corner of "Clarkston Meadows Subdivision" as recorded in Liber 98, Page 7 of Plats of Oakland County Records; th S 38°17'20" E (previously recorded as S 37°26'30" E) 919.51 feet along the centerline of Holcomb Road and the southwesterly line of "Clarkston Meadows Subdivision"; th S 51°28'50" W 677.77 feet; th S 38°31'10" E 757.36 feet; th N 71°54'10" E 245.31 feet; th on a curve to the left (R = 200.00 feet, Delta = 16°30'00", LC = N 63°39'10" E 57.39 feet) an arc distance of 57.60 feet; th N 55°24'10" E 120.91 feet; th on a curve to the right (R = 270.00 feet, Delta = 16°30'00", LC = N 63°39'10" E 77.49 feet) an arc distance of 77.75 feet; th N 71°54'10" E 74.22 feet to the west limits of the Village of Clarkston; th continuing N 71°54'10" E 132.85 feet to the westerly line of "Brookshire Downs Sub" as recorded in Liber 89, Page 9 of Plats of Oakland County Records; th S 38°31'10" E (previously recorded as S 37°35'40" E) 32.03 feet to the southwest corner

of "Brookshire Downs Sub," said corner being the intersection of the centerlines of Holcomb Street and Miller Road; th S 17°15'20" E (previously recorded as S 16°25' E) 180.51 feet along the westerly line of "Supervisor's Plat No. 1" as recorded in Liber 52, Page 20 of Plats of Oakland County Records; th S 73°15'00" W 165.25 feet; th S 16°45'05" E 110.02 feet to the northwest corner of Lot 10 of "Supervisor's Plat No. 1"; th continuing S 16°45'05" E (previously recorded as S 15°55' E) 391.10 feet along the westerly line of "Supervisor's Plat No. 1"; th S 87°47'00" W 173.51 feet (previously recorded as S 88°38' W 173.63 feet) continuing along the westerly line of "Supervisor's Plat No. 1" to the west limits of the Village of Clarkston; th S 00°27'22" E (previously recorded as S 0°47' W) 535.19 feet along the west line of "Supervisor's Plat No. 1"; th S 89°45'17" W 466.00 feet; th S 00°00'30" W 255.50 feet to the north line of "Green Acres" as recorded in Liber 91, Page 21 of Plats of Oakland County Records; th S 89°45'17" W (previously recorded as N 89°53'30" W) 450.18 feet along the north line of "Green Acres" to the northwest corner thereof; th continuing S 89°45'17" W 237.77 feet; th S 89°56'09" W 178.36 feet to the west line of Section 20; th N 00°59'20" W 651.74 feet along the west line of Section 20 to the point of beginning. Containing 40 lots numbered 1 thru 40, both inclusive, and park site. Containing 78.86 acres.



Oct 4 1977

LWA 7030 PAGE 308

Parcel A:

Part of the E $\frac{1}{2}$ of Section 19, T4N, R9E, Independence Township, Oakland County, Michigan, described as beginning at a point located S 00°59'20" E 660.39 feet and N 89°24'35" W 1062.81 feet from the East $\frac{1}{4}$ corner Section 19, T4N, R9E; thence N 89°24'35" W 256.08 feet; th S 00°34'50" E 708.33 feet; th N 09°53'24" W 700.00 feet; th N 14°58'50" E 834.21 feet; th N 81°14'30" E 700.00 feet; th on a curve to the left (R = 360.00 feet, Delta = 3°58'44", LC = S 09°30'38" E 24.99 feet) an arc distance of 25.00 feet; th S 11°30'00" E 187.24 feet to the point of beginning. Containing 17 33 acres

TOGETHER WITH

Easement for Ingress and Egress:

A 60.0 foot wide easement for ingress and egress described as part of the E $\frac{1}{2}$ of Section 19, T4N, R9E, Independence Township, Oakland County, Michigan, the centerline of which is described as beginning at a point on the westerly right of way line of Deerhill Drive as located within the proposed "Deer Lake Farms No. 1" Subdivision, located S 00°59'20" E 660.39 feet and N 89°24'35" W 1062.81 feet and N 11°30'00" W 181.48 feet from the East $\frac{1}{4}$ corner of Section 19, T4N, R9E; thence from said point of beginning of centerline of 60 foot wide private easement S 81°14'30" W 574.51 feet; th N 40°27'30" W 165.71 feet; th N 73°55'00" W 213.48 feet to reference point "1"; th S 54°49'00" W 270.29 feet; th N 30°04'55" W 408.92 feet + to the point of ending at the centerline of the stream connecting Hidden Lake to Deer Lake. Also from reference point "1" along the centerline of a 60.0 foot private easement, N 14°56'10" E 387.73 feet to the point of ending.

TOGETHER WITH

EASEMENT FOR INGRESS & EGRESS

(To Be Known as Deer Hill Drive & Dark Lake Drive
as Proposed within "Deer Lake Farms #1")

Part of the W $\frac{1}{2}$ of Section 20 and part of the E $\frac{1}{2}$ of Section 19, T4N, R9E, Independence Township, Oakland County, Michigan described as beginning at a point located S 00°59'20" E 660.39 feet and N 89°24'35" W 1062.81 feet from the E $\frac{1}{4}$ corner of Section 19, T4N, R9E; thence from said point of beginning of 60.00 foot easement along the westerly and northerly line of proposed Deer Hill Drive N 11°30'00" W 187.24 feet; th on a curve to the right (R = 360.00 feet, Delta = 38°00'00", LC = N 07°30'00" E 234.41 feet) an arc distance of 238.76 feet; th N 26°30'00" E 334.70 feet; th on a curve to the right (R = 430.00 feet, Delta = 54°15'00", LC = N 53°37'30" E 392.10 feet) an arc distance of 407.14 feet; th N 80°45'00" E 540.00 feet; th on a curve to the left (R = 200.00 feet, Delta = 34°22'39", LC = N 63°33'30" E 118.21 feet) an arc distance of 120.00 feet; th N 46°22'21" E 237.38 feet; th on a curve to the left (R = 300.00 feet, Delta = 84°39'41", LC = N 04°02'26" E 404.04 feet) an arc distance of 443.29 feet; th N 38°17'20" W 329.96 feet; th on a curve to the right (R = 260.00 feet, Delta = 25°46'16", LC = N 25°24'12" W 115.96 feet) an arc distance of 115.95 feet; th on a curve to the left (R = 200.00 feet, Delta = 25°46'16", LC = N 25°24'12" W 89.20 feet) an arc distance of 89.26 feet; th along the northerly line of a 200.00 foot easement of proposed Dark Lake Drive N 51°42'40" E 404.24 feet to the centerline of Holcomb Road and the point of ending.

Oct 4 1977

Part of the E $\frac{1}{4}$ of Section 19, T4N, R9E, Independence Township, Oakland County, Michigan described as beginning at a point located S 00°59'20" E 660.39 feet and N 89°24'35" W 1062.81 feet and N 11°30'00" W 181.48 feet and S 81°14'30" W 574.51 feet and N 40°27'30" W 165.71 feet and N 73°55'00" W 213.48 feet and S 54°49'00" W 270.29 feet and N 30°04'55" W 511.00 feet and N 47°27'25" W 191.87 feet from the E $\frac{1}{4}$ corner of Section 19, T4N, R9E; thence from said point of beginning N 10°00'00" E 101.82 feet; th on a curve to the left (R = 60.00 feet, Delta = 60°15'00", LC = N 69°52'40" E 60.23 feet) an arc distance of 63.09 feet; th S 50°15'00" E 325 feet + to the centerline of a stream; th southwesterly 350 feet + along the centerline of a stream to the shore of Deer Lake; th northwesterly 260 feet + along the shore of Deer Lake; th N 10°00'00" E 150 feet + to the point of beginning.

LIBER 7030 PAGE 309

TOGETHER WITH

Easement for Ingress and Egress:

A 60.0 foot wide easement for ingress and egress described as part of the E $\frac{1}{4}$ of Section 19, T4N, R9E, Independence Township, Oakland County, Michigan, the centerline of which is described as beginning at a point on the westerly right of way line of Deerhill Drive as located within the proposed "Deer Lake Farms No. 1" Subdivision, located S 00°59'20" E 660.39 feet and N 89°24'35" W 1062.81 feet and N 11°30'00" W 181.48 feet from the East $\frac{1}{4}$ corner of Section 19, T4N, R9E; thence from said point of beginning of centerline of 60 foot wide private easement S 81°14'30" W 574.51 feet; th N 40°27'30" W 165.71 feet; th N 73°55'00" W 213.48 feet to reference point "1"; th S 54°49'00" W 270.29 feet; th N 30°04'55" W 408.92 feet + to the point of ending at the centerline of the stream connecting Hidden Lake to Deer Lake. Also from reference point "1" along the centerline of a 60.0 foot private easement, N 14°56'10" E 387.73 feet to the point of ending.

TOGETHER WITH

EASEMENT FOR INGRESS & EGRESS

(To Be Known as Deer Hill Drive & Dark Lake Drive
as Proposed within "Deer Lake Farms #1)

Part of the W $\frac{1}{4}$ of Section 20 and part of the E $\frac{1}{4}$ of Section 19, T4N, R9E, Independence Township, Oakland County, Michigan described as beginning at a point located S 00°59'20" E 660.39 feet and N 89°24'35" W 1062.81 feet from the E $\frac{1}{4}$ corner of Section 19, T4N, R9E; thence from said point of beginning of 60.00 foot easement along the westerly and northerly line of proposed Deer Hill Drive N 11°30'00" W 187.24 feet; th on a curve to the right (R = 360.00 feet, Delta = 30°00'00", LC = N 07°30'00" E 234.41 feet) an arc distance of 238.76 feet; th N 26°30'00" E 334.70 feet; th on a curve to the right (R = 430.00 feet, Delta = 54°15'00", LC = N 53°37'30" E 392.10 feet) an arc distance of 407.14 feet; th N 00°45'00" E 540.00 feet; th on a curve to the left (R = 200.00 feet, Delta = 34°22'39", LC = N 63°33'38" E 118.21 feet) an arc distance of 120.00 feet; th N 46°22'21" E 237.30 feet; th on a curve to the left (R = 300.00 feet, Delta = 84°39'41", LC = N 04°02'26" E 404.04 feet) an arc distance of 443.29 feet; th N 38°17'20" W 329.96 feet; th on a curve to the right (R = 260.00 feet, Delta = 25°46'16", LC = N 25°24'12" W 115.96 feet) an arc distance of 116.95 feet; th on a curve to the left (R = 200.00 feet, Delta = 25°46'16", LC = N 25°24'12" W 89.20 feet) an arc distance of 89.96 feet; th along the northerly line of a 200.00 foot easement of proposed Dark Lake Drive N 51°42'40" E 404.24 feet to the centerline of Holcomb Road and the point of ending.

Oct 4 1977

Parcel C:

LIBER 7030 PAGE 310
Part of the E $\frac{1}{4}$ of Section 19, T4N, R9E, Independence Township, Oakland County, Michigan, described as beginning at a point located S 00°59'20" E 660.39 feet and N 89°24'35" W 1062.81 feet and N 11°30'00" W 181.48 feet and S 81°14'30" W 574.51 feet and N 40°27'30" W 165.71 feet and N 73°55'00" W 183.47 feet from the East $\frac{1}{4}$ corner of Section 19, T4N, R9E; thence from said point of beginning S 54°49'00" W 321.28 feet; th West 189.09 feet to point "A" th continuing West 10 feet + to the shore of Deer Lake; th northerly 150 feet along the shore of Deer Lake; th N 87°30'00" E 10 feet + to point "B", point "B" described as located N 10°33'10" E 155.31 feet from point "A"; th continuing N 87°30'00" E 70.50 feet; th N 44°17'44" E 180.02 feet; th S 64°26'13" E 198.47 feet; th S 73°55'00" E 50.01 feet to the point of beginning. Containing 1.6 acres more or less and excepting a 60.0 foot wide private easement for ingress and egress with others, the centerline of which is described as beginning at a point located S 00°59'20" E 660.39 feet and N 89°24'35" W 1062.81 feet and N 11°30'00" W 181.48 feet and S 81°14'30" W 574.51 feet and N 40°27'30" W 165.71 feet and N 73°55'00" W 213.48 feet from the East $\frac{1}{4}$ corner of Section 19, T4N, R9E; thence from said point of beginning of centerline of 60.0 foot private easement S 54°49'00" W 270.29 feet; th N 30°04'55" W 162.22 feet to the point of ending.

TOGETHER WITH

Easement for Ingress and Egress:

A 60.0 foot wide easement for ingress and egress described as part of the E $\frac{1}{4}$ of Section 19, T4N, R9E, Independence Township, Oakland County, Michigan, the centerline of which is described as beginning at a point on the westerly right of way line of Deerhill Drive as located within the proposed "Deer Lake Farms No. 1" Subdivision, located S 00°59'20" E 660.39 feet and N 89°24'35" W 1062.81 feet and N 11°30'00" W 181.48 feet from the East $\frac{1}{4}$ corner of Section 19, T4N, R9E; thence from said point of beginning of centerline of 60 foot wide private easement S 81°14'30" W 574.51 feet; th N 40°27'30" W 165.71 feet; th N 73°55'00" W 213.48 feet to reference point "1"; th S 54°49'00" W 270.29 feet; th N 30°04'55" W 408.92 feet + to the point of ending at the centerline of the stream connecting Hidden Lake to Deer Lake. Also from reference point "1" along the centerline of a 60.0 foot private easement, N 14°56'10" E 387.73 feet to the point of ending.

TOGETHER WITH

EASEMENT FOR INGRESS & EGRESS

(To Be Known as Deer Hill Drive & Dark Lake Drive
as Proposed within "Deer Lake Farms #1")

Part of the W $\frac{1}{4}$ of Section 20 and part of the E $\frac{1}{4}$ of Section 19, T4N, R9E, Independence Township, Oakland County, Michigan described as beginning at a point located S 00°59'20" E 660.39 feet and N 89°24'35" W 1062.81 feet from the E $\frac{1}{4}$ corner of Section 19, T4N, R9E; thence from said point of beginning of 60.00 foot easement along the westerly and northerly line of proposed Deer Hill Drive N 11°30'00" W 187.24 feet; th on a curve to the right (R = 360.00 feet, Delta = 38°00'00", LC = N 07°30'00" E 234.41 feet) an arc distance of 238.76 feet; th N 26°30'00" E 334.70 feet; th on a curve to the right (R = 430.00 feet, Delta = 54°15'00", LC = N 53°37'30" E 392.10 feet) an arc distance of 407.14 feet; th N 80°45'00" E 540.00 feet; th on a curve to the left (R = 200.00 feet, Delta = 34°22'39", LC = N 63°33'30" E 118.21 feet) an arc distance of 120.00 feet; th N 46°22'21" E 237.38 feet; th on a curve to the left (R = 300.00 feet, Delta = 84°39'41", LC = N 04°02'26" E 404.04 feet) an arc distance of 443.29 feet; th N 38°17'20" W 329.96 feet; th on a curve to the right (R = 260.00 feet, Delta = 25°46'16", LC = N 25°24'12" W 115.96 feet) an arc distance of 116.95 feet; th on a curve to the left (R = 200.00 feet, Delta = 25°46'16", LC = N 25°24'12" W 89.20 feet) an arc distance of 89.96 feet; th along the northerly line of a 200.00 foot easement of, proposed Dark Lake Drive N 51°42'40" E 404.24 feet to the centerline of Holcomb Road and the point of ending.

Oct

4

1977

Parcel D:

LIBER 7030 PAGE 311

Part of the E $\frac{1}{4}$ of Section 19, T4N, R9E, Independence Township, Oakland County, Michigan, described as beginning at a point located S 00°59'20" E 660.39 feet and N 89°24'35" W 1062.81 feet and N 11°30'00" W 181.48 feet and S 81°14'30" W 574.51 feet and N 40°27'30" W 165.71 feet and N 73°55'00" W 183.47 feet from the East $\frac{1}{4}$ corner of Section 19, T4N, R9E; thence from said point of beginning N 73°55'00" W 50.01 feet; th N 64°26'13" W 198.47 feet; th S 44°17'44" W 180.02 feet; th S 87°30'00" W 70.50 feet to point "B"; th continuing 10 feet + to the shore of Deer Lake; th northerly 80 feet + along the shore of Deer Lake; th N 50°00'00" E 44 feet + to point "C"; point "C" described as located N 6°39'25" E 109.47 feet from point "D"; th continuing N 50°00'00" E 242.04 feet; th S 75°03'50" E 277.29 feet; th S 14°56'10" W 166.00 feet to the point of beginning. Containing 1.6 acres more or less and excepting a 60.0 foot wide private easement for ingress and egress with others, the centerline of which is described as beginning at a point located S 00°59'20" E 660.39 feet and N 89°24'35" W 1062.81 feet and N 11°30'00" W 181.48 feet and S 81°14'30" W 574.51 feet and N 40°27'30" W 165.71 feet and N 73°55'00" W 213.48 feet from the East $\frac{1}{4}$ corner of Section 19, T4N, R9E; thence from said point of beginning of centerline of 60.0 foot private easement N 14°56'10" E 165.41 feet to the point of ending. Also excepting a 60.0 foot wide private easement for ingress and egress the centerline of which is described as beginning at a point located S 00°59'20" E 660.39 feet and N 89°24'35" W 1062.81 feet and N 11°30'00" W 181.48 feet and S 81°14'30" W 574.51 feet and N 40°27'30" W 165.71 feet and N 73°55'00" W 213.48 feet and S 54°49'00" W 270.29 feet and N 30°04'55" W 162.22 feet from the East $\frac{1}{4}$ corner of Section 19, T4N, R9E; thence from said point of beginning of centerline of 60.0 foot private easement N 30°04'55" W 116.70 feet to the point of ending.

TOGETHER WITH

Easement for Ingress and Egress:

A 60.0 foot wide easement for ingress and egress described as part of the E $\frac{1}{4}$ of Section 19, T4N, R9E, Independence Township, Oakland County, Michigan, the centerline of which is described as beginning at a point on the westerly right of way line of Deerhill Drive as located within the proposed "Deer Lake Farms No. 1" Subdivision, located S 00°59'20" E 660.39 feet and N 89°24'35" W 1062.81 feet and N 11°30'00" W 181.48 feet from the East $\frac{1}{4}$ corner of Section 19, T4N, R9E; thence from said point of beginning of centerline of 60 foot wide private easement S 81°14'30" W 574.51 feet; th N 40°27'30" W 165.71 feet; th N 73°55'00" W 213.48 feet to reference point "1"; th S 54°49'00" W 270.29 feet; th N 30°04'55" W 408.92 feet + to the point of ending at the centerline of the stream connecting Hidden Lake to Deer Lake. Also from reference point "1" along the centerline of a 60.0 foot private easement, N 14°56'10" E 387.73 feet to the point of ending.

TOGETHER WITH

EASEMENT FOR INGRESS & EGRESS

(To Be Known as Deer Hill Drive & Dark Lake Drive
as Proposed within "Deer Lake Farms #1")

Part of the W $\frac{1}{4}$ of Section 20 and part of the E $\frac{1}{4}$ of Section 19, T4N, R9E, Independence Township, Oakland County, Michigan described as beginning at a point located S 00°59'20" E 660.39 feet and N 89°24'35" W 1062.81 feet from the E $\frac{1}{4}$ corner of Section 19, T4N, R9E; thence from said point of beginning of 60.00 foot easement along the westerly and northerly line of proposed Deer Hill Drive N 11°30'00" W 187.24 feet; th on a curve to the right (R = 360.00 feet, Delta = 38°00'00", LC = N 07°30'00" E 234.41 feet) an arc distance of 238.76 feet; th N 26°30'00" E 334.70 feet; th on a curve to the right (R = 430.00 feet, Delta = 54°15'00", LC = N 63°37'30" E 392.10 feet) an arc distance of 407.14 feet; th N 80°45'00" E 540.00 feet; th on a curve to the left (R = 200.00 feet, Delta = 34°22'39", LC = N 63°33'38" E 118.21 feet) an arc distance of 120.00 feet; th N 46°22'21" E 237.38 feet; th on a curve to the left (R = 300.00 feet, Delta = 04°39'41", LC = N 04°02'26" E 404.04 feet) an arc distance of 443.29 feet; th N 38°17'20" W 329.96 feet; th on a curve to the right (R = 260.00 feet, Delta = 25°46'16", LC = N 25°24'12" W 115.96 feet) an arc distance of 116.95 feet; th on a curve to the left (R = 200.00 feet, Delta = 25°46'16", LC = N 25°24'12" W 89.20 feet) an arc distance of 89.96 feet; th along the northerly line of a 200.00 foot easement of, proposed Dark Lake Drive N 51°42'40" E 404.24 feet to the centerline of Holcomb Road and the point of ending.

Oct 4 1977

Parcel E

LIBER 7030 PAGE 312

Part of the E $\frac{1}{4}$ of Section 19, T4N, R9E, Independence Township, Oakland County, Michigan, described as beginning at a point located S 00°59'20" E 660.39 feet and N 89°24'35" W 1062.81 feet and N 11°30'00" W 181.48 feet and S 81°14'30" W 574.51 feet and N 40°27'30" W 165.71 feet and N 73°55'00" W 183.47 feet and N 14°56'10" E 166.00 feet from the East $\frac{1}{4}$ corner of Section 19, T4N, R9E; thence from said point of beginning N 75°03'50" W 277.29 feet; th S 50°00'00" W 242.04 feet to a point; th continuing S 50°00'00" W 44 feet to the shore of Deer Lake; th northwesterly 100 feet + along the shore of Deer Lake to the mouth of a stream; th northerly along the centerline of said stream 650 feet + to the shore of Hidden Lake; th northeasterly 100 feet + along the shore of Hidden Lake; th East 80 feet + to a point; th S 35°00'00" 355.00 feet; th S 14°56'10" W 229.93 feet to the point of beginning. Containing 3.5 acres more or less and excepting the 60.0 foot wide private easement for ingress and egress with others, the centerline of which is described as beginning at a point located S 00°59'20" E 660.39 feet and N 89°24'35" W 1062.81 feet and N 11°30'00" W 181.48 feet and S 81°14'30" W 574.51 feet and N 40°27'30" W 165.71 feet and N 73°55'00" W 213.48 feet and N 14°56'10" E 165.41 feet from the East $\frac{1}{4}$ corner of Section 19, T4N, R9E; thence from said point of beginning of centerline of 60.0 foot private easement N 14°56'10" E 222.32 feet to point of ending. Also excepting a 60.0 foot wide private easement for ingress and egress the centerline of which is described as beginning at a point located S 00°59'20" E 660.39 feet and N 89°24'35" W 1062.81 feet and N 11°30'00" W 181.48 feet and S 81°14'30" W 574.51 feet and N 40°27'30" W 165.71 feet and N 73°55'00" W 213.48 feet and S 54°49'00" W 270.29 feet and N 30°04'55" W 278.92 feet from the East $\frac{1}{4}$ corner of Section 19, T4N, R9E; thence from said point of beginning of centerline of 60.0 foot private easement N 30°04'55" W 130 feet + to the point of ending at the centerline of the stream connecting Hidden Lake to Deer Lake.

TOGETHER WITH

Easement for Ingress and Egress:

A 60.0 foot wide easement for ingress and egress described as part of the E $\frac{1}{4}$ of Section 19, T4N, R9E, Independence Township, Oakland County, Michigan, the centerline of which is described as beginning at a point on the westerly right of way line of Deer Hill Drive as located within the proposed "Deer Lake Farms No. 1" Subdivision, located S 00°59'20" E 660.39 feet and N 89°24'35" W 1062.81 feet and N 11°30'00" W 181.48 feet from the East $\frac{1}{4}$ corner of Section 19, T4N, R9E; thence from said point of beginning of centerline of 60 foot wide private easement S 81°14'30" W 574.51 feet; th N 40°27'30" W 165.71 feet; th N 73°55'00" W 213.48 feet to reference point "1"; th S 54°49'00" W 270.29 feet; th N 30°04'55" W 400.92 feet + to the point of ending at the centerline of the stream connecting Hidden Lake to Deer Lake. Also from reference point "1" along the centerline of a 60.0 foot private easement, N 14°56'10" E 387.73 feet to the point of ending.

TOGETHER WITH

EASEMENT FOR INGRESS & EGRESS

(To Be Known as Deer Hill Drive & Dark Lake Drive
as Proposed within "Deer Lake Farms #1")

Part of the W $\frac{1}{4}$ of Section 20 and part of the E $\frac{1}{4}$ of Section 19, T4N, R9E, Independence Township, Oakland County, Michigan described as beginning at a point located S 00°59'20" E 660.39 feet and N 89°24'35" W 1062.81 feet from the E $\frac{1}{4}$ corner of Section 19, T4N, R9E; thence from said point of beginning of 60.00 foot easement along the westerly and northerly line of proposed Deer Hill Drive N 11°30'00" W 187.24 feet; th on a curve to the right (R = 360.00 feet, Delta = 38°00'00", LC = N 07°30'00" E 234.41 feet) an arc distance of 238.76 feet; th N 26°30'00" E 334.70 feet; th on a curve to the right (R = 430.00 feet, Delta = 54°15'00", LC = N 53°37'30" E 392.10 feet) an arc distance of 407.14 feet; th N 80°45'00" E 540.00 feet; th on a curve to the left (R = 200.00 feet, Delta = 34°22'39", LC = N 63°33'30" E 118.21 feet) an arc distance of 120.00 feet; th N 46°22'21" E 237.38 feet; th on a curve to the left (R = 300.00 feet, Delta = 84°39'41", LC = N 04°02'26" E 404.04 feet) an arc distance of 443.29 feet; th N 38°17'20" W 329.96 feet; th on a curve to the right (R = 260.00 feet, Delta = 25°46'16", LC = N 25°24'12" W 115.96 feet) an arc distance of 116.95 feet; th on a curve to the left (R = 200.00 feet, Delta = 25°46'16", LC = N 25°24'12" W 89.20 feet) an arc distance of 89.96 feet; th along the northerly line of a 200.00 foot easement of proposed Dark Lake Drive N 51°42'40" E 404.24 feet to the centerline of Holcomb Road and the point of ending.