



Holly Hill Farms Covenants & Restrictions History

Amendment to Covenants & Restrictions Increasing Maintenances Fee (Recorded 1/16/2015): This amendment changed Article 9 Section (b) setting the maximum maintenance fee to \$150

Amendment to Covenants & Restrictions Revising Amendment Procedure (Recorded 1/6/2009): This amendment specified the procedure for amending sections of the covenants and restrictions other than Article 9 Section (b) which addresses changes to the maximum maintenance fee. Article 2 & 3 were changed to reflect the assignment of the Architectural Control Committee from the developer Wolfe-Gilchrist to the Holly Hill Farms Association (see below). This is the current revision of the Covenants except for the amendment of Article 9 Section (b) above.

Court Decree Applying Covenants & Restrictions to Holly Hill Subdivisions 3, 4 & 5 (Recorded 2/15/2007): This decree corrected the omission by developer Barton Cement Company to record the restrictions for subdivisions 3, 4 & 5 as required by the 8/7/1959 decree (see below)

Assignment of the Architectural Control Committee to the Holly Hill Farms Association (Recorded 5/1/1961) The original developer Wolfe Gilchrist assigned and transferred their rights and powers relative to the Architectural Control Committee to the Holly Hill Farms Association.

Court Decree Setting Architectural Design for Vacant Lots (8/7/1959) This is the agreement reached in a lawsuit filed by the Holly Hill Farms Association against the developers of the subdivision regarding the architectural design of homes on vacant lots.

Original Covenants & Restriction's Recorded (9/19/1955)

Ken Snodgrass
16Jan2021

2015 JAN 16 PM 1:41

10984
LIBER 47788 PAGE 252
\$16.00 MISC RECORDING
\$4.00 REINUMENTATION
01/16/2015 01:41:37 P.M. RECEIPT# 7680
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS

AMENDMENT TO RESTRICTIONS ON HOLLY HILL FARMS SUBDIVISIONS

WHEREAS, Holly Hill Farms Association, a Michigan Nonprofit Corporation, whose address is 29495 Sugarspring, Farmington Hills, MI 48334 (the "Association"), pursuant to the authority contained in Article 13 of the Restrictions on Holly Hill Farms Subdivisions, recorded in Liber 3405, Pages 416 et seq, and previously amended by instruments recorded in Liber 8193, Page 242, Liber 21958, Page 393 and Liber 55932 Page 710, and confirmed as binding lands described in Exhibit A by virtue of the Court Order and attached restrictions, recorded in Liber 38769, Pages 311, et seq., Oakland County Records (the "Declaration"), covering all of the land described on the attached Exhibit A for itself, its successors and assigns, and for all current and future Owners of Properties described on the attached Exhibit A, does hereby publish, declare and make known to all Owners, intending purchasers and future Owners, that the Declaration is amended for the purposes of increasing the minimum annual assessment per Lot as follows:

ARTICLE I OF AMENDMENT

Article 9, Section (b) of the Restrictions on Holly Hill Farms Subdivisions shall upon recording of this Amendment with the Office of the Register of Deeds for Oakland County, shall be amended to read as follows:

(b) Said annual charge may be adjusted from year to year, after 2014, by the Holly Hill Farms Association as the needs of the property may in its judgment require, but in no event shall such a charge be raised about \$150.00 pr Lots (per amendments recorded at Liber 8193, Page 242, Oakland County Records, Liber 21958, Page 393, Oakland County Records and Liber 55932 Page 710, Oakland County Records), except by the approval and consent in writing of the owners of 75% of the Lots in said subdivisions which approval and consent shall make any such additional assessments binding upon all of the owners of all Lots in the Subdivisions.

OK - AN

ARTICLE II OF AMENDMENT

In all other respects, the Declaration, as previously recorded and amended, is hereby ratified, affirmed and republished without modification.

ASSOCIATION:

HOLLY HILL FARMS ASSOCIATION

By Harold Larsen
HAROLD LARSEN, Its President

STATE OF MICHIGAN)
)
COUNTY OF OAKLAND)

On this 1 day of November, 2014, before me appeared HAROLD LARSEN, President of HOLLY HILL FARMS ASSOCIATION, a Michigan NonProfit Corporation, who acknowledged the foregoing instrument on behalf of said association as being the authorized act and deed of said association.

Kathleen A. Sterbling
Kathleen A. Sterbling, Notary Public
Oakland County, Michigan
My Commission Expires: 5-10-2019

Drafted By and When Recorded Return to:

Ken Snodgrass
29495 Sugarspring Road
Farmington Hills, MI 48334

EXHIBIT A
(Property Subject to Restrictions)

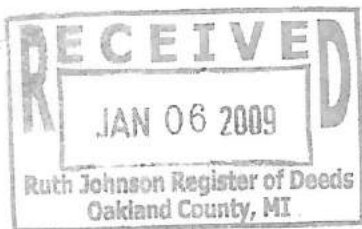
Lots 1-68, Holly Hill Farms Subdivision, part of Section 11, Town 1 North, Range 9 to East, Farmington Hills, Oakland County, Michigan, according to the Plat thereof recorded with the office of the Register of Deeds for Oakland County in Liber 79 of Plats, Pages 35 and 36; 23-11-226-000 ent

Lots 69-78, Holly Hill Farms Subdivision No. 2, part of Section 11, Town 1 North, Range 9 East, Farmington Hills, Oakland County, Michigan according to the Plat thereof recorded with the office of the Register of Deeds for Oakland County in Liber 92 of Plats, Page 28; 23-11-276-000 ent

Lots 79-88, Holly Hill Farms Subdivision, No. 3, part of Section 11, Town 1 North, Range 9 East, Farmington Hills, Oakland County, Michigan, according to the Plat thereof recorded with the office of the Register of Deeds for Oakland County in Liber 93 of Plats, Pages 32 and 33; 23-11-252-000 ent

Lots 89-110, Holly Hill Farms Subdivision No. 4, part of Section 11, Town 1 North, Range 9 East, Farmington Hills, Oakland County, Michigan, according to the Plat thereof recorded with the office of the Register of Deeds for Oakland County in Liber 93 of Plats, Pages 34 and 35; 23-11-202-000 ent

Lots 111-139, Holly Hill Farms Subdivision, No. 5, part of Section 11, Town 1 North, Range 9 East, Farmington Hills, Oakland County, Michigan according to the Plat thereof recorded with the office of the Register of Deeds for Oakland County, in Liber 98 of Plats, Pages 34 and 35; 23-11-203-000 ent.



COPY

1931
LIBER 40802 PAGE 847
\$19.00 MISC RECORDING
\$4.00 REMUNERATION
01/06/2009 03:53:37 P.M. RECEIPT# 973
PAID RECORDED - OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

AMENDMENT TO RESTRICTIONS ON HOLLY HILL FARMS SUBDIVISIONS

WHEREAS, Holly Hill Farms Association, a Michigan Nonprofit Corporation, whose address is 29729 Highmeadow, Farmington Hills, MI 48334 (the "Association"), pursuant to the authority contained in Article 13 of the Restrictions on Holly Hill Farms Subdivisions, recorded in Liber 3405, Pages 416 et seq., and previously amended by instruments recorded in Liber 8193, Page 242 and Liber 21958, Page 393 (as amended and re-recorded in Liber 38867, Pages 710-712), and confirmed as binding lands described in Exhibit A by virtue of the Court Order and attached restrictions, recorded in Liber 38769, Pages 311 et seq., Oakland County Records (the "Declaration"), covering all of the land described on the attached Exhibit A, for itself, its successors and assigns, and for all current and future Owners of Properties described on the attached Exhibit A, does hereby publish, declare and make known to all Owners, intending purchasers and future Owners, that the Declaration is amended for the purposes of changing the provisions concerning future amendment of the Declaration:

NOW THEREFORE, the following changes are hereby made in the Restrictions on Holly Hill Farms Subdivisions:

ARTICLE I OF AMENDMENT

Article 13 of the Restrictions on Holly Hill Farms Subdivisions shall, upon recording of this Amendment with the Office of the Register of Deeds for Oakland County, be deleted and replaced with the following new Article 13 as follows:

13. TERM OF RESTRICTIONS AND AMENDMENT

All of the restrictions, conditions, covenants, charges and agreements contained herein shall continue in force for a period of 25 years from the date of original recording and shall automatically be extended thereafter for successive periods of 10 years each, provided the same are not amended or released as provided hereafter.

Amendments to this Declaration may be proposed by the Board of Directors of the Holly Hills Farms Association or by a petition signed by a minimum of 30% of the owners of Lots subject to this Declaration submitted to the president or secretary of the Association. Upon the proposal of any amendment through these means, the proposed amendment shall be reviewed by the Association's counsel to determine whether it is legally correct and sufficient and properly concerns a matter that can legally be approved by the members of the Association and is not otherwise in violation of any law, regulation or ordinance ("Attorney Review"). Following such successful review, the proposed amendment, along with a written, succinct rationale supporting the amendment, shall be distributed to all members of the Association at least 30 days prior to a meeting of the Association that must be duly noticed and called by the Board of Directors for the purpose of discussing any such proposed amendment (the "Discussion Meeting"). At the Discussion Meeting any member of the Association in good standing shall have the opportunity to ask questions, discuss the proposal and offer criticism and suggestions for change. If a suggested change then first passes Attorney Review and is also supported by a minimum of 30% of the owners of Lots subject to this Declaration, the suggested change shall be made. The final amendment will then be distributed to all owners of Lots in the Subdivisions for a vote, together with a copy of any Attorney's Review, the written, succinct rationale supporting the amendment and any written, succinct rationale in opposition to the amendment that has been submitted to the Association for distribution and that has

been signed by owner(s) of a minimum of 30% of the Lots subject to this Declaration. Notwithstanding this provision, the Board of Directors, at its discretion, may distribute to Lot owners a document defining the Board's position on the amendment in any case and without any qualification.

Votes shall be solicited in the same manner (with respect to notice) as provided in Article VI, Section 4, of the Holly Hill Farms Association Constitution and Bylaws. Such solicitations shall specify (a) the percentage of approvals necessary to approve the action; and (b) the time by which votes must be received in order to be counted. The form of written vote shall afford an opportunity to specify a choice between approval and disapproval of each matter. Approval by written vote shall be constituted by receipt, within the time period specified in the solicitation, of a number of approvals constituting at least fifty-five (55%) percent of all Lot owners entitled to vote (those not delinquent in the payment of any required sums to the Association) with one vote being allowed for each Lot covered by the Declaration. Votes may be cast in accordance with this paragraph by mail, hand delivery, signed electronically or by facsimile. Votes shall be secret. Upon approval of any amendment, it shall be recorded in the office of the Register of Deeds for Oakland County and it shall be effective upon recording.

ARTICLE II OF AMENDMENT

In all other respects, the Declaration, as previously recorded and amended, is hereby ratified, affirmed and republished without modification.

ASSOCIATION:
HOLLY HILL FARMS ASSOCIATION

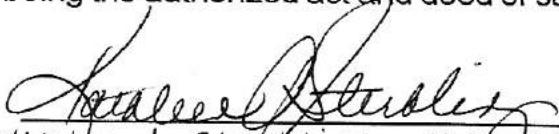
By: Harold Larsen

Harold Larsen, President

ACKNOWLEDGEMENT ON NEXT PAGE

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 16th day of December, 2008, before me appeared Harold Larsen, President of Holly Hill Farms Association, a Michigan Nonprofit Corporation, who acknowledged the foregoing instrument on behalf of said corporation as being the authorized act and deed of said corporation.


Kathleen A. Stebbins, Notary Public
OAKLAND County, Michigan
Acting in OAKLAND County
My Commission expires: 5-10-13

Drafted By and When Recorded Return to:
Mark F. Makower, Esq.
Dickinson Wright, PLLC
38525 Woodward Ave., #2000
Bloomfield Hills, MI 48334

EXHIBIT A
(Property Subject to Restrictions)

Lots 1-68, Holly Hill Farms Subdivision, part of Section 11, Town 1 North, Range 9 East, Farmington Hills, Oakland County, Michigan, according to the Plat thereof recorded with the office of the Register of Deeds for Oakland County in Liber 79 of Plats, Pages 35 and 36; 23-11-226-000 ent

Lots 69-78, Holly Hill Farms Subdivision No 2, part of Section 11, Town 1 North, Range 9 East, Farmington Hills, Oakland County, Michigan, according to the Plat thereof recorded with the office of the Register of Deeds for Oakland County in Liber 92 of Plats, Page 28; 23-11-276-000 ent

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Lots 111-139, Holly Hill Farms Subdivision No. 5, part of Section 11, Town 1 North, Range 9 East, Farmington Hills, Oakland County, Michigan, according to the Plat thereof recorded with the office of the Register of Deeds for Oakland County in Liber 98 of Plats, Pages 34 and 35; 23-11-203-000 ent

FEB 1 2007

36151

LIBER 38769 PAGE 311
 \$40.00 MISC RECORDING
 \$4.00 REMONUMENTATION
 02/15/2007 11:54:27 A.M. RECEIPT# 17357



PAID RECORDED - OAKLAND COUNTY
 RUTH JOHNSON, CLERK REGISTER OF DEEDS

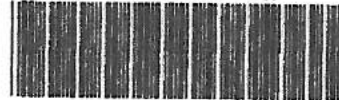
FEB -9 P3 06

FILED FOR FILING
 AND INDEXING

STATE OF MICHIGAN
 IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

IN RE: HOLLY HILL FARMS
 SUBDIVISIONS NOS. 3, 4 AND 5

06-079588-CH



Oakland County JUDGE EDWARD SOSNICK
 HOLLY HILL FA V NONE

turn
 v → DICKINSON WRIGHT PLLC
 MARK F. MAKOWER P-31955
 NATHANIEL ABBATE JR. P-31723
 Attorneys for Petitioner Holly Hill Farms
 Subdivision Association
 38525 Woodward Avenue, Suite 2000
 Bloomfield Hills, MI 48304
 (248) 433-7200

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 2

**ORDER GRANTING EX PARTE MOTION
 FOR INJUNCTIVE RELIEF
 AND COMPELLING THE RECORDING OF
 BUILDING AND USE RESTRICTIONS AGAINST
ALL LOTS IN HOLLY HILL FARMS SUBDIVISIONS NOS. 3, 4, & 5**

AT A SESSION of said Court held in the
 Oakland County Courthouse in Pontiac,
 Michigan on 2-9-07

PRESENT: Hon. EDWARD SOSNICK
 Circuit Court Judge

O.K.-A.N.

This matter having come before the Court on Petitioner Holly Hill Farms
 Subdivision Association's Petition for Declaratory and Injunctive Relief, the Court having

issued an Order Granting Ex Parte Motion for Service of Notice By Publication Only, requiring Petitioner to publish notice of the instant action in the Oakland County Legal News, notifying any and all interested persons that the relief sought herein would be granted unless written objections were received by Plaintiff's counsel within 28 days from the date of such first publication, and

Petitioner's counsel having certified under penalty of perjury that noticed was published in the Oakland County Legal News as required by this Court's Order, and no objections of any nature have been received in opposition to the relief sought herein,

Now, therefore, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

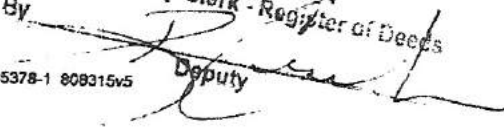
1. Petitioner Holly Hills Farms Subdivision Association's Petition for Declaratory and Injunctive Relief be and the same is hereby GRANTED;

2. The Restrictions on Holly Hill Farms Subdivisions attached hereto as Exhibit A are declared to be the operative building and use restrictions applicable to all lots in Holly Hill Farms Subdivisions Nos. 3, 4, and 5 in the City of Farmington Hills, and such restrictions are enforceable nunc pro tunc to August 7, 1959, being the date of a Decree entered by the Hon. John William Beer in Case No. C-3140, captioned Holly Hill Farms Association, et al. v. Samuel Grossbart, et al.

3. The Register of Deeds for the County of Oakland is hereby directed to accept for recording a copy of the instant Order, with attached Restrictions on Holly Hill Farms Subdivisions, and such Restrictions shall serve as the building and use restrictions for Holly Hill Farms Subdivisions Nos. 3, 4, & 5 nunc pro tunc to August 7, 1959 as if fully signed, executed and recorded as of that date.

This order resolves all pending issues and closes the case.

A TRUE COPY

RUTH JOHNSON
Oakland County Clerk - Register of Deeds
By  Deputy

BLOOMFIELD 35378-1 808315v5

EDWARD SOSNICK
CIRCUIT JUDGE

CIRCUIT COURT JUDGE

RESTRICTIONS ON HOLLY HILL FARMS SUBDIVISIONS

THIS DECLARATION, made effective the 7th day of August, 1959, is recorded by the Holly Hill Farms Association, a Michigan Nonprofit Corporation, of 29729 Highmeadow, Farmington Hills, MI 48334;

WITNESSETH:

WHEREAS, at various times in the past developers platted subdivisions within the City of Farmington Hills (then Farmington Township), Oakland County, Michigan, known as Holly Hill Farms, Holly Hill Farms Subdivision No. 2, Holly Hill Farms Subdivision No. 3, Holly Hill Farms Subdivision No. 4, and Holly Hill Farms Subdivision No. 5, all of which are more particularly described on the attached Exhibit A.

WHEREAS, RUBY COGSDILL, LEONARD H. WOLFE, KEITH GILCHRIST and WOLFE-GILCHRIST, INC recorded building and use restrictions against Holly Hill Farms Subdivision on September 19, 1955 in Liber 3405, Pages 416 et seq., Oakland County Records (the "Restrictions"), and said Restrictions and the recording thereof was approved by JULIUS ROSENBERG, HELEN ROSENBERG, LEONARD H. WOLFE, BARBARA L. WOLFE, KEITH GILCHRIST and NANCY GILCHRIST, all of whom had an interest in the property at that time, and

WHEREAS, subsequent to that recording Outlot A of the Holly Hill Farms Subdivision was platted as Holly Hill Farms Subdivision No. 2, and thereby all Lots within said subdivision became subject to the Restrictions", and

WHEREAS, in 1959 the Oakland County Circuit Court (Judge William John Beer) rendered a decision (the "Decree") in case number C 31410, captioned Holly Hill Farms Association et al. versus Samuel Grossbart, Holly Hill Farms Building Company, Inc., Leonard Wolfe, Wolfe-Gilchrist Company, Rosedale Park Realty, Barton Cement Company and Hanna Construction Company, which Decree was subsequently recorded against all property and subdivisions described on Exhibit A hereof in Liber 4092, Pages 407 et seq., Oakland County Records, and

WHEREAS, the Decree provided for certain building and use restrictions on certain Lots within Holly Hill Farms Subdivision Nos. 3 and 4, and further provided that in addition to the specific building and use restrictions, that the Restrictions be recorded against all Lots in Holly Hill Farms Subdivisions Nos. 3, 4, & 5. and

EXHIBIT

A

WHEREAS, the Restrictions were never so recorded as directed by the Decree, which has led to the Association filing another action in the Oakland County Circuit Court, being In Re: Holly Hill Farms Association, Case No. 06- -CH, to obtain authority to so file said Restrictions against all Lots in Holly Hill Farms Subdivisions Nos. 3, 4, & 5. and

WHEREAS, it was the stated purpose and intention of the Restrictions On Holly Hill Farms Subdivision and the subsequent Decree that all the Lots in said subdivisions, be conveyed by the Grantors subject to identical reservations, easements, use and building restrictions in order to establish a general plan of uniform restrictions in respect to said subdivisions and to insure the purchasers of Lots therein use of the property for attractive residential purposes only, and to secure to each Lots owner full benefit and enjoyment of his home, and to preserve the general character of the neighborhood.

NOW THEREFORE:

IT IS HEREBY DECLARED that the following general restrictions are covenants running with the land, binding on heirs, personal representatives, successors and assigns of the original Grantors, and the Grantees of all individual Lots in said subdivisions (except as hereinabove provided), and heirs, personal representatives, successors and assigns of such Grantees for the time limited in this instrument, subject to the specific restrictions imposed by the Decree, which shall control anything to the contrary herein:

1) USES OF PROPERTY

Each Lot shall be used for providing residence purposes only and no building of any kind whatsoever shall be erected, re-erected, moved or maintained thereon except a private dwelling house. Such dwelling house shall be designed and erected for occupation by a single private family and a private garage or carport, for the sole use of the respective owner or occupant of the Lots upon which such garage or carport is erected. Only one dwelling may be erected on each Lot, and no Lots may be divided, unless used in conjunction with the adjoining full Lots. Other buildings may be erected only if approved by the Holly Hill Farms Association in such manner and location as it may in its sole direction permit in writing.

2) CHARACTER AND SIZE OF BUILDINGS

No building, septic tank, or septic field, fence wall or other structure shall be commenced, erected or maintained, nor shall any addition to or change or alteration to any structure be made except interior alternations, until the plans and specifications, prepared by a competent architect showing the nature, kind, shape, height and materials, color scheme, location on Lots and approximate cost of such structure and the grading plan of the Lots to be built upon shall have been submitted to and approved in writing by Holly Hill Farms Association or the ARCHITECTURAL CONTROL COMMITTEE, and a copy of said plans and

specifications as finally approved, lodged permanently with said Holly Hill Farms Association.

The Holly Hill Farms Association and/or the ARCHITECTURAL CONTROL COMMITTEE shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable in its opinion for aesthetic or other reasons; and in so passing upon such plans, specifications and grading, it shall have the right to take into consideration the suitability of the proposed building or other structure to be built to the site upon which it is proposed to erect the same, and the harmony as planned in view of the outlook from the adjacent or neighboring properties. It is understood and agreed that the purpose of this paragraph is to cause the platted lands to develop into a beautiful harmonious private residential section and if a disagreement on the points set forth in this paragraph should arise, the decision of the Holly Hill Farms Association shall control.

However, in the event the Holly Hill Farms Association or the ARCHITECTURAL CONTROL COMMITTEE shall have failed to approve or disapprove such plans and location within thirty (30) days after the same shall have been delivered to the Holly Hill Farms Association or to such committee, then such approval will not be required provided the plans and location on the Lots conform to, or are in harmony with existing structures in the tract and these restrictions.

In any case, with or without the approval of the Holly Hill Farms Association or the ARCHITECTURAL CONTROL COMMITTEE, no dwelling shall be permitted on any Lots in the subdivisions unless, in the case of a one story building, or a one and a half story building, the ground floor living area shall be not less than 1,000 square feet. The cubical content of any dwelling, exclusive or garage or carport, shall be not less than 13,000 cubic feet measured from the bottom of the first floor joists.

3) BUILDING LINES

No building on any of said Lots shall be erected nearer than 40 feet to the front Lots line or nearer than 10 feet to the side Lots line, or nearer than 25 feet to rear line. The Holly Hill Farms Association or the ARCHITECTURAL CONTROL COMMITTEE shall determine front line setback on each house, within above limits.

4) ANIMALS

No chickens, or other fowl or live stock shall be kept or harbored on any of the said Lots. No animals shall be kept or maintained on any Lots excepting household pets for use by the owner and members of his family. No animals shall be kept on the premises for any commercial purpose. Household pets shall

have such care as not to be objectionable or offensive on account of noise, odor or unsanitary conditions. Animals may be declared nuisances and must be disposed of within thirty (30) days if so requested in writing by the Holly Hill Farms Association or its authorized representatives. At no time shall any horses be kept on the land.

5) SEWAGE

Unless serviced by public sewer and water, septic tanks for the proper and sanitary disposal of sewage shall be installed for each residence building. No septic tank shall be constructed nearer than thirty (30) feet to any boundary line of any Lots. No septic tank or means of sewage disposal shall be installed until approved and permitted by the lawfully constituted and authorized public health authority having jurisdiction.

6) SIGNS

No sign or billboard shall be placed or maintained on any residence Lots, except that one sign advertising the Lots or house and Lots for sale or lease, and having not more than six (6) square feet of surface at the top of which shall be three (3) feet or less above the ground, may be erected and maintained on any of the said Lots. Such other signs may be erected and maintained as are permitted in writing by the Holly Hill Farms Association.

7) EASEMENTS

Easements and rights of way are reserved as shown on the recorded plats. In addition to the above, easements and rights of way are reserved in and over a strip of land six (6) feet in width along all side Lots lines wherever it may be deemed necessary for the installation or maintenance of telephone or electric poles, lines, or conduits, or sewer, gas lines or water mains, or for the use of any other public utility deemed necessary or advisable by Holly Hill Farms Association. The use of all or part of such easements and rights of way may be granted or assigned at any time hereafter by the Holly Hill Farms Association to any person, firm or corporation furnishing any such service.

In a like manner, and under like conditions, an easement is hereby reserved over the south twenty (20) feet of Lots 34 to 49, inclusive, which twenty (20) foot easement shall include the twelve (12) foot easement reserved on the recorded plat.

8) REFUSE

No refuse pile or any other unsightly or objectionable materials shall be allowed on any of said Lots unless the same shall be properly concealed. Refuse, ashes, building materials, garbage and debris of any kind shall be cared for in such a

manner as not to be offensive to neighboring property owners. The parking or storage of commercial vehicles, except while making normal deliveries, shall not be permitted on any Lots within the subdivisions.

No noxious or offensive activity shall be carried on upon any Lots, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

9) MAINTENANCE FUND

(a) All Lots in the subdivisions, except streets and parks maintained for the general use of the owners of land included in said tract, and except land taken or sold for public improvement or uses, shall be subject to an annual maintenance charge at the rate of \$10.00 per Lots commencing January 1st, 1956 and at such a rate as may be determined by the Holly Hill Farms Association as provided herein for each year hereafter for the purpose of creating a fund, to be known as the Maintenance Fund, to be paid by the respective owners of the Lots within the subdivisions to the Holly Hill Farms Association annually in advance on the first day of January in each year, commencing with January 1st, 1956.

(b) Said annual charge may be adjusted from year to year, after 1956, by the Holly Hill Farms Association as the needs of the property may in its judgment require, but in no event shall such a charge be raised above \$90.00 per Lots (per amendments recorded at Liber 8193, Page 242, Oakland County Records and at Liber 21958, Page 393, Oakland County Records), except by the approval and consent in writing of the owners of 75% of the Lots in said subdivisions which approval and consent shall make any such additional assessments binding upon all of the owners of all Lots in the subdivisions.

(c) Said maintenance fund shall be used for such of the following purposes as the Holly Hill Farms Association shall determine necessary and advisable; for improving and maintaining roadways of said property, for planting trees and shrubbery and the care thereof; for collecting and disposing of garbage, ashes and rubbish; for employing night watchmen; for caring for vacant property, for removing grass or weeds; for constructing, purchasing, maintaining or operation any community service, or for doing any other things necessary or advisable in the opinion of the Holly Hill Farms Association for keeping the property neat or in good order; or expenses incident to the examination of plans as herein provided and to the enforcement of these building restrictions, conditions, obligations, reservations, rights, powers and charges.

(d) It is expressly agreed that the Maintenance Fund charge referred to herein, including any expenses incurred in removing or completing any building in accordance with preceding paragraph, shall be a lien and encumbrance on the land with respect to which said charges are made, and it is

expressly agreed that by the acceptance of title of any said Lots, the owner (not including thereby the mortgagee as long as it is not the owner) from the time of acquiring title thereto shall be held to have covenanted and agreed to pay the Holly Hill Farms Association all charges provided for herein which were then due and unpaid to the time of his acquiring the title and all such charges thereafter falling due during the ownership thereof. A certificate in writing signed by the Holly Hill Farms Association or its agent shall be given on demand to any owner liable for said charges, which shall set for the status of such charges. This certificate shall be binding on the said parties hereto.

(e) By acceptance of title to a Lots in the subdivisions, each owner shall be held to vest in the Holly Hill Farms Association the right and power in its own name to take and prosecute all suits, legal, equitable or otherwise, which may in the opinion of the Holly Hill Farms Association be necessary or advisable for the collection of such charges.

10) LOTS OWNERS' ASSOCIATION

Any or all of the rights and powers, including the designation of and the powers of the ARCHITECTURAL CONTROL COMMITTEE, titles, easements and estates reserved or given to the original Grantors have been assigned to the Holly Hill Farms Association by instrument recorded in Liber 4181, Pages 93 et seq., Oakland County Records.

11) ARCHITECTURAL CONTROL COMMITTEE

The members of the ARCHITECTURAL CONTROL COMMITTEE shall be appointed by the Holly Hill Farms Association, whose method and procedure shall be as follows:

(a) Membership: A majority of the ARCHITECTURAL CONTROL COMMITTEE may designate a representative from among its members, to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

(b) Procedure: The committee's approval or disapproval as required in these covenants shall be in writing. In the event of the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans have been submitted to it, or in the event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

VIOLATIONS

Violation of any restriction or condition or breach of any covenant or agreement herein contained shall give the Holly Hill Farms Association, in addition to all other remedies provided by law, the right to enter upon the land as to which such violation or breach exists, and summarily to abate and remove, at the expense of the owner hereof, any erection, thing or condition that may be or exist contrary to the intent and meaning of the provision thereof, and the Holly Hill Farms Association shall not thereby be deemed guilty of any manner or trespass for such entry, abatement or removal.

12) TERM OF RESTRICTIONS

All of the restrictions, conditions, covenants, charges and agreements contained herein shall continue in force for a period of 25 years from September 19, 1955 and shall automatically be continued thereafter for successive periods of 10 years each. The owners of the fee of two-thirds (2/3) or more of the Lots in the subdivisions may release all or part of said Lots from all or any portion of these restrictions or amend the same by executing and acknowledging any appropriate agreement or agreements in writing for such purposes and recording the same in the Office of the Register of Deeds for Oakland County, Michigan.

13) SEVERABILITY

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

IN WITNESS WHEREOF the Holly Hill Farms Association has recorded this Declaration as of the day and year first above written.

Holly Hill Farms Association

By: _____, Its President

ACKNOWLEDGEMENT ON NEXT PAGE

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

This instrument was acknowledged before me this ____ day of _____, 2007, by _____, president of the Holly Hill Farms Association, on behalf of said corporation by authority of its Board of Directors.

_____, Notary Public
_____, County, Michigan
Acting in _____, County
My commission expires: _____

Drafted By and When Record
Return To:
Mark F. Makower, Esq.
Dickinson Wright, PLLC
38525 Woodward Ave., Suite 2000
Bloomfield Hills, MI 48304

EXHIBIT A
(Property Subject to Restrictions)

Lots 1-68, Holly Hill Farms Subdivision, part of Section 11, Town 1 North, Range 9 East, Farmington Hills, Oakland County, Michigan, according to the Plat thereof recorded with the office of the Register of Deeds for Oakland County in Liber 79 of Plats, Pages 35 and 36;

23-11-226-000 ent

79035

Lots 69-78, Holly Hill Farms Subdivision No 2, part of Section 11, Town 1 North, Range 9 East, Farmington Hills, Oakland County, Michigan, according to the Plat thereof recorded with the office of the Register of Deeds for Oakland County in Liber 92 of Plats, Page 28;

23-11-276-000 ent

92028

Lots 79-88, Holly Hill Farms Subdivision No. 3, part of Section 11, Town 1 North, Range 9 East, Farmington Hills, Oakland County, Michigan, according to the Plat thereof recorded with the office of the Register of Deeds for Oakland County in Liber 93 of Plats, Pages 32 and 33;

23-11-252-000 ent

93032

Lots 89-110, Holly Hill Farms Subdivision No. 4, part of Section 11, Town 1 North, Range 9 East, Farmington Hills, Oakland County, Michigan, according to the Plat thereof recorded with the office of the Register of Deeds for Oakland County in Liber 93 of Plats, Pages 34 and 35;

23-11-202-000 ent

93034

Lots 111-139, Holly Hill Farms Subdivision No. 5, part of Section 11, Town 1 North, Range 9 East, Farmington Hills, Oakland County, Michigan, according to the Plat thereof recorded with the office of the Register of Deeds for Oakland County in Liber 98 of Plats, Pages 34 and 35;

23-11-203-000 ent

98034

ASSIGNMENT

RE: Covenants and Restrictions, as recorded in Liber 3405, pages 416-422, Oakland County Records on September 19, 1955:

In accordance with the provisions set forth in paragraph 10 of the above Covenants and Restrictions, the Grantor, WOLFE-GILCHRIST, INC., hereby assigns and transfers any and all of the rights, powers, obligations and duties, including the designation of and the powers of the ARCHITECTURAL CONTROL COMMITTEE, reserved or given to the Grantor by said Covenants and Restrictions and applicable to Holly Hill Farms subdivision and Holly Hill Farms subdivisions numbered 2,3,4, and 5, to the Holly Hill Farms Association, a corporation of the State of Michigan.

Holly Hill Farms Association hereby accepts this assignment, agrees to accept and assume all of such rights, powers, obligations, duties, etc., and releases WOLFE-GILCHRIST, INC. from any further responsibilities and obligations under said Covenants and Restrictions.

WOLFE-GILCHRIST, INC.

By

Leonard Wolfe
President LEONARD WOLFE

DATED: April 23, 1961

Bernard S. Kahn
Witness BERNARD S. KAHN

Bernard J. Cantor
Witness BERNARD J. CANTOR

HOLLY HILL FARMS ASSOCIATION

By

William R. Dinwiddie
President WILLIAM R. DINWIDDIE

DATED: April 29, 1961

John Nawar
Witness JOHN NAWAR

Bernard J. Cantor
Witness BERNARD J. CANTOR

SUBSCRIBED AND SWORN TO
BEFORE ME THIS 28TH DAY OF
APRIL, 1961

Bernard S. Kahn
BERNARD S. KAHN, NOTARY
PUBLIC, OAKLAND COUNTY, MICH
MY COMMISSION EXPIRES 1-26-64

RETURN TO B. KAHN
1657 GUARDIAN, DETROIT 26

In the STATE OF MICHIGAN, COUNTY OF OAKLAND LIBER 4181 PAGE 94
On this 28th day of APRIL A. D. 19 61
appeared LEONARD WOLFE AND WILLIAM R. DINWIDDIE

before me personally

to me personally known, who being by me sworn, did (1) EACH FOR HIMSELF
say that (2) THEY ARE the PRESIDENTS and
of WOLFE GILCREST, INC AND HOLLY HILL FARM ASSOCIATION
the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate
seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board
of directors; and said LEONARD WOLFE AND WILLIAM R. DINWIDDIE acknowledged said instrument to be the
free act and deed of said corporations

My commission expires 1-26-64 A. D. 19

Bernard S. Kahn
BERNARD S. KAHN
Notary Public OAKLAND County, Michigan
Register of Deeds Office

Note: If more than one officer acknowledges insert at (1)
"each for himself", and (2) "they are respectively"

RETURN TO B. KAHN,
1157 GUARDIAN BLDG
DETROIT 26, MICH

Holly Hill Farms Association hereby accepts
this assignment, agrees to accept and assume all of such rights,
powers, obligations, debts, etc., and releases WOLFE-GILCREST,
INC. from any further responsibilities and obligations under
said Covenants and Restrictions.

By LEONARD WOLFE
President

DATED: April 28, 1961
Bernard S. Kahn
Witness BERNARD S. KAHN

HOLLY HILL FARMS ASSOCIATION

By WILLIAM R. DINWIDDIE
President

Bernard S. Kahn
Witness BERNARD S. KAHN

RECORDED AND RETURNED TO
BEFORE ME THIS 28th DAY OF
APRIL, 1961
Bernard S. Kahn
PUBLIC, OAKLAND COUNTY, MICH.
MY COMMISSION EXPIRES 1-26-64

DATED: April 28, 1961
Bernard S. Kahn
Witness BERNARD S. KAHN

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

IN CHANCERY

HOLLY HILL FARMS ASSOCIATION, a Michigan
non-profit corporation, MICHAEL TSOU & ANGELINE
TSOU, his wife, BERNARD J. CANTOR & JUDITH CANTOR,
his wife, FRANK GROW & EDITH GROW, his wife, SACID
OZKER & DOREEN B. OZKER, his wife & NELSON FARLEY
& ELIZABETH FARLEY, his wife

Plaintiffs

vs.

No. C 31410

SAMUEL GROSSBART, HOLLY HILL FARMS BUILDING
COMPANY, INC., LEONARD WOLFE, WOLFE-GILCHRIST
COMPNY, ROSEDALE PARK REALTY, BARTON CEMENT
COMPANY, HANNA CONSTRUCTION CO.

Defendants

DECREE

At a session of said Court held in the Courthouse in
and for the State of Michigan, County of Oakland, City
of Detroit, this 7 day of Aug., A. D., 1959.

PRESENT:

HONORABLE

William John Beer
CIRCUIT JUDGE

This matter having come on to be heard by this Court and the
parties being all represented by counsel and the Court being duly advised in
the premises and this matter having been argued before the Court, and it
appearing that a decree should be entered determining the rights of the parties,
and upon reading and filing the attached stipulation,

ON MOTION OF SHELDON M. LUTZ, Attorney for Plaintiffs,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

I. That in Holly Hill Farms Subdivision, also known as Holly
Hill Farms Subdivision #1 and Holly Hill Farms Subdivision #2, no colonials
will be built by the Defendants or any of them, nor will any homes built or to
be built in the future, be any less conventional than the most conventional in
the subdivision existing at the date of this decree.

II. Holly Hill Farms Subdivision #1 and Holly Hill Farms
Subdivision #2 will appoint one member of its group to serve on the
architectural control committee.

III. No colonials will be built in Holly Hill Farms Subdivision #3 except on Lot #83 in said subdivision #3 if the Defendants choose to do so.

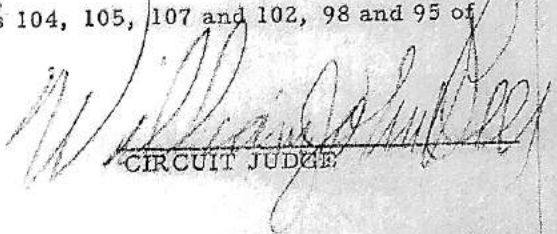
IV. No colonials will be built in Holly Hill Farms Subdivision #4 on Lots 104, 105, 107, 102, 98 and 95. The Defendants not having a proprietary interest in Lots 105 and 107 will endeavor to control the designs and plans of the homes to be built on Lots 105 and 107 and they will further endeavor to exclude colonials on said Lots 105 and 107.

V. There shall be no restrictions as to architectural design on Holly Hill Farms Subdivision #5, except such restrictions as the Defendants or any of them see fit to impose.

VI. The Defendant, BARTON CEMENT COMPANY, INC. will cause to be recorded, certain restrictions on Holly Hill Farms Subdivision #3, #4 and #5, which restrictions will be the same restrictions that are now binding on and applicable to Holly Hill Farms Subdivision #1 and #2.

VII. The sales office now being used and previously used by the Defendants, may be continued to be so used without any interference whatsoever.

VIII. The models designated as the President and the Executive may be erected by the Defendants if they so desire upon Lot 83, Holly Hill Farms Subdivision #3 and upon Lots 104, 105, 107 and 102, 98 and 95 of Holly Hill Farms Subdivision #4.


CIRCUIT JUDGE

RESTRICTIONS ON HOLLY HILL FARMS SUBDIVISION

THIS DECLARATION, made this 16th day of September, 1955, by RUBY COGSDILL and WOLFE-GILCHRIST, INC., a Michigan corporation, of 6207 Eastmoor, Birmingham, Michigan, hereinafter referred to as the Grantors,

WITNESSETH:

WHEREAS, JULIUS ROSENBERG is the vendee under a certain land contract dated December 15th, 1952 and RUBY COGSDILL is the vendor under said land contract, covering all of the land hereinafter described, and

WHEREAS, LEONARD H. WOLFE and KEITH GILCHRIST are the vendees under a certain land contract dated January 1st, 1955, and JULIUS ROSENBERG is the vendor under said land contract dated January 1st, 1955, and

WHEREAS, the said RUBY COGSDILL and WOLFE-GILCHRIST, INC. have become proprietors in a plat of part of the premises covered by said aforementioned land contract, known as Holly Hill Farms Subdivision, a subdivision of part of Section 11, Town 1 North, Range 9 East, Farmington Township, Oakland County, Michigan, and

WHEREAS, the said plat of said subdivision, having been duly approved by governmental authorities has been recorded in the office of the Register of Deeds for Oakland County in Liber 79 of Plats, Pages 35 and 36, which recorded plat provides a minimum of 15,000 square feet in each and every lot, and

WHEREAS, said recorded plat covers Lots 1 - 68 inclusive, and also covers Outlot A, and

WHEREAS, it is the purpose and intention of this agreement that all of the lots in said subdivision, except Outlot A, shall be conveyed by the Grantors subject to identical reservations, easements, use and building restrictions in order to establish a general plan of uniform restrictions in respect to said subdivision and to insure the purchasers of lots therein use of the property for attractive residential purposes only, and to secure to each lot owner full benefit and enjoyment of his home, and to preserve the general character of the neighborhood, and

WHEREAS, the Grantors hereby reserve to themselves, their successors and assigns in interest, Outlot A, upon the express conditions, however, that said Outlot A shall be used only for single residence purposes, and that said Outlot A, when divided, shall have lots of not less than 15,000 square feet each and that each lot shall be subjected to restrictions identical with those covering the remainder of such subdivision,

IT IS HEREBY DECLARED that the following general restrictions are covenants running with the land, binding on heirs, personal representatives, successors and assigns of the Grantors, and the Grantees of all individual lots in said subdivision (except as hereinabove provided), and heirs, personal representatives, successors and assigns of such Grantees for the time limited in this instrument:

600

1. USES OF PROPERTY

Each lot shall be used for providing residence purposes only and no building of any kind whatsoever shall be erected, re-erected, moved or maintained thereon except a private dwelling house. Such dwelling house shall be designed and erected for occupation by a single private family and a private garage or car-port, for the sole use of the respective owner or occupant of the lot upon which such garage or car-port is erected. Only one dwelling may be erected on each lot, and no lot may be divided, unless used in conjunction with the adjoining full lot. Other buildings may be erected only if approved by the Grantor, WOLFE-GILCHRIST, INC., in such manner and location as WOLFE-GILCHRIST, INC., may in its sole discretion permit in writing.

2. CHARACTER AND SIZE OF BUILDINGS

No building, septic tank, or septic field, fence wall or other structure shall be commenced, erected or maintained, nor shall any addition to or change or alteration to any structure be made except interior alterations, until the plans and specifications, prepared by a competent architect showing the nature, kind, shape, height and materials, color scheme, location on lot and approximate cost of such structure and the grading plan of the lot to be built upon shall have been submitted to and approved in writing by the Grantor, WOLFE-GILCHRIST, INC., or the ARCHITECTURAL CONTROL COMMITTEE, and a copy of said plans and specifications as finally approved, lodged permanently with said Grantor, WOLFE-GILCHRIST, INC., or said committee.

The Grantor, WOLFE-GILCHRIST, INC., and/or the ARCHITECTURAL CONTROL COMMITTEE shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable in its opinion for aesthetic or other reasons; and in so passing upon such plans, specifications and grading, it shall have the right to take into consideration the suitability of the proposed building or other structure to be built to the site upon which it is proposed to erect the same, and the harmony as planned in view of the outlook from the adjacent or neighboring properties. It is understood and agreed that the purpose of this paragraph is to cause the platted lands to develop into a beautiful harmonious private residence section and if a disagreement on the points set forth in this paragraph should arise, the decision of the Grantor, WOLFE-GILCHRIST, INC., or the ARCHITECTURAL CONTROL COMMITTEE shall control.

However, in the event the Grantor, WOLFE-GILCHRIST, INC., or the ARCHITECTURAL CONTROL COMMITTEE shall have failed to approve or disapprove such plans and location within thirty (30) days after the same shall have been delivered to the Grantor, WOLFE-GILCHRIST, INC., or to such committee, then such approval will not be required provided the plans and location on the lot conform to, or are in harmony with existing structures in the tract and these restrictions.

In any case, with or without the approval of the Grantor, WOLFE-GILCHRIST, INC., or the ARCHITECTURAL CONTROL COMMITTEE, no dwelling shall be permitted on any lot in the subdivision unless, in the case of a one story building, or a one and a half story building, the ground floor living area shall be not less than 1,000 square feet. The cubical content of any dwelling, exclusive of garage or car-port, shall be not less than 13,000 cubic feet measured from the bottom of the first floor joists.

Restrictions on Holly Hill Farms Subdivision - Page 3

3. BUILDING LINES

No building on any of said lots shall be erected nearer than 40 feet to the front lot line or nearer than 10 feet to the side lot line, or nearer than 25 feet to rear line. The Grantor, WOLFE-GILCHRIST, INC., or the ARCHITECTURAL CONTROL COMMITTEE shall determine front line setback on each house, within above limits.

4. ANIMALS

No chickens, other fowl or live stock shall be kept or harbored on any of the said lots. No animals shall be kept or maintained on any lot excepting household pets for use by the owner and members of his family. No animals shall be kept on the premises for any commercial purpose. Household pets shall have such care as not to be objectionable or offensive on account of noise, odor or unsanitary conditions. Animals may be declared nuisances and must be disposed of within thirty (30) days if so requested in writing by the Grantor, WOLFE-GILCHRIST, INC., or its authorized representatives. At no time shall any horses be kept on the land.

5. SEWAGE

Septic tanks for the proper and sanitary disposal of sewage shall be installed for each residence building. No septic tank shall be constructed nearer than thirty (30) feet to any boundary line of any lot. No septic tank or means of sewage disposal shall be installed until approved and permitted by the lawfully constituted and authorized public health authority having jurisdiction.

6. SIGNS

No sign or billboard shall be placed or maintained on any residence lot, except that one sign advertising the lot or house and lot for sale or lease, and having not more than six (6) square feet of surface and the top of which shall be three (3) feet or less above the ground, may be erected and maintained on any of said lots. Such other signs may be erected and maintained as are permitted in writing by the Grantor, WOLFE-GILCHRIST, INC.

7. EASEMENTS

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

In a like manner, and under like conditions, an easement is hereby

Restrictions on Holly Hill Farms Subdivision - Page 4

7. EASEMENTS (cont'd)

reserved over the south twenty (20) feet of lots 34 to 49, inclusive, which twenty (20) foot easement shall include the twelve (12) foot easement reserved on the recorded plat.

8. REFUSE

No refuse pile or other unsightly or objectionable materials shall be allowed on any of said lots unless the same shall be properly concealed. Refuse, ashes, building materials, garbage and debris of any kind shall be cared for in such a manner as not to be offensive to neighboring property owners. The parking or storage of commercial vehicles, except while making normal deliveries, shall not be permitted on any lot in this subdivision.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

9. MAINTENANCE FUND

(a) All the land included in said plat, whether owned by the Grantors or by others, except streets and parks maintained for the general use of the owners of land included in said tract, and except land taken or sold for public improvement or uses, shall be subject to an annual maintenance charge at the rate of \$10.00 per lot commencing January 1st, 1956 and at such a rate as may be determined by the Grantor, WOLFE-GILCHRIST, INC., or the Improvement Association which may hereafter be formed as provided herein for each year thereafter for the purpose of creating a fund, to be known as the Maintenance Fund, to be paid by the respective owners of the land included in said tract to the Grantor, WOLFE-GILCHRIST, INC., annually in advance on the first day of January in each year, commencing with January 1st, 1956.

(b) Said annual charge may be adjusted from year to year, after 1956 by the Grantor, WOLFE-GILCHRIST, INC., or the Improvement Association, as the needs of the property may in their judgment require, but in no event shall such a charge be raised above \$20.00 per lot, except by the approval and consent in writing of the owners of 75% of the lots in said plat which approval and consent shall make any such additional assessment binding upon all of the owners of property in said plat.

(c) Said maintenance fund shall be used for such of the following purposes as the Grantor, WOLFE-GILCHRIST, INC., or the Association shall determine necessary and advisable; for improving and maintaining roadways of said property, for planting trees and shrubbery and the care thereof; for collecting and disposing of garbage, ashes and rubbish; for employing night watchmen; for caring for vacant property, for removing grass or weeds; for constructing, purchasing, maintaining or operating any community service, or for doing any other things necessary or advisable in the opinion of the Grantor, WOLFE-GILCHRIST, INC., for keeping the property neat or in good order; for expenses incident to the examination of plans as herein provided and to the enforcement of these building restrictions, conditions, obligations, reservations, rights, powers and charges.

Restrictions on Holly Hill Farms Subdivision - Page 5

9. MAINTENANCE FUND (cont'd)

(d) It is expressly agreed that the Maintenance Fund charge referred to herein, including any expenses incurred in removing or completing any building in accordance with preceding paragraph, shall be a lien and encumbrance on the land with respect to which said charges are made, and it is expressly agreed that by the acceptance of title of any of said lots, the owner (not including thereby the mortgagee as long as he is not the owner) from the time of acquiring title thereto shall be held to have covenanted and agreed to pay to the Grantor, WOLFE-GILCHRIST, INC., all charges provided for herein which were then due and unpaid to the time of his acquiring the title and all such charges thereafter falling due during the ownership thereof. A certificate in writing signed by the Grantor, WOLFE-GILCHRIST, INC., or its agent shall be given on demand to any owner liable for said charges, which shall set forth the status of such charges. This certificate shall be binding on the said parties hereto.

(e) By his acceptance of title, each owner shall be held to vest in the Grantor, WOLFE-GILCHRIST, INC., the right and power in its own name to take and prosecute all suits, legal, equitable or otherwise, which may in the opinion of the Grantor, WOLFE-GILCHRIST, INC., be necessary or advisable for the collection of such charges.

10. LOT OWNERS' ASSOCIATION

Any or all of the rights and powers, including the designation of and the powers of the ARCHITECTURAL CONTROL COMMITTEE, titles, easements and estates reserved or given to the Grantors herein may be assigned to any corporation or to an association composed of the owners of the property in said subdivision. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignees or transferees shall join for the purpose of evidencing its consent to the acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as herein given and reserved to and assumed by the Grantor, WOLFE-GILCHRIST, INC., and such instrument when executed by such assignee or transferee shall without further act release the Grantor, WOLFE-GILCHRIST, INC., from such obligations and duties.

11. ARCHITECTURAL CONTROL COMMITTEE

The Grantors, hereby name and constitute the following persons as members of the ARCHITECTURAL CONTROL COMMITTEE: LEONARD H. WOLFE, KEITH GILCHRIST and JOSEPH CYR, whose method and procedure shall be as follows:

(a) Memberships: A majority of the ARCHITECTURAL CONTROL COMMITTEE may designate a representative from among its members, to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

(b) Procedure: The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated

Restrictions on Holly Hill Farms Subdivision - Page 6

11. ARCHITECTURAL CONTROL COMMITTEE (cont'd)

representative, fails to approve or disapprove within thirty (30) days after plans have been submitted to it, or in the event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

12. VIOLATIONS

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

13. TERM OF RESTRICTIONS

All of the restrictions, conditions, covenants, charges and agreements contained herein shall continue in force for a period of 25 years from the date of recording hereof and shall automatically be continued thereafter for successive periods of 10 years each provided, however, that after 10 years from the date of recording hereof the owners of the fee of two-thirds (2/3) or more of the lots in said subdivision may release all or part of said lots from all or any portion of these restrictions by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and recording the same in the Office of the Register of Deeds for Oakland County, Michigan.

14. SEVERABILITY

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

IN WITNESS WHEREOF the Grantors herein have set their hand and seal on the day and year first above written.

In Presence of:

WOLFE-GILCHRIST, INC.

V.C. Bertram
V.C. Bertram
Arthur Bonk
ARTHUR BONK

BY: Leonard H. Wolfe
Leonard H. Wolfe, its President

Keith Gilchrist
Keith Gilchrist, its Vice-President

Ruby Cogsdill
Corporate Seal Ruby Cogsdill

Restrictions on Holly Hill Farms Subdivision - Page 7

In the STATE OF MICHIGAN, COUNTY OF WAYNE

On this 16th day of September, 1955, before me personally appeared RUBY COGSDILL, LEONARD H. WOLFE and KEITH GILCHRIST, to me personally known, who being by me sworn, said LEONARD H. WOLFE and KEITH GILCHRIST did each for himself say that they are respectively the President and Vice-President of WOLFE-GILCHRIST, INC., the corporation named in and which executed the within instrument as one of the Grantors, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed by RUBY COGSDILL in her own behalf, and by said LEONARD H. WOLFE and KEITH GILCHRIST in behalf of said corporation by authority of its Board of Directors; and said LEONARD H. WOLFE and KEITH GILCHRIST acknowledged said instrument to be the free act and deed of said corporation, and RUBY COGSDILL acknowledged said instrument to be her free act and deed.

Ansel C. Wellman
Ansel C. Wellman
Notary Public, Wayne County, Michigan
My commission expires: December 19, 1957

JULIUS M. ROSENBERG and HELEN ROSENBERG, his wife, KEITH GILCHRIST and NANCY GILCHRIST, his wife, and LEONARD H. WOLFE and BARBARA L. WOLFE, his wife, hereby consent to the reservations, conditions, prohibitions and restrictions contained in this instrument as applied to said subdivision.

RECORDED
DEEDS RECORDS
AND COURT RECORDS
SEP 19 PM 4 01
Clerk of Court
Wayne County, Michigan

Julius M. Rosenberg
Julius M. Rosenberg
Helen Rosenberg
Helen Rosenberg
Keith Gilchrist
Keith Gilchrist
Nancy Gilchrist
Nancy Gilchrist
Leonard H. Wolfe
Leonard H. Wolfe
Barbara L. Wolfe
Barbara L. Wolfe

DATED: Sept 16, 1955.