

DECLARATION OF RESTRICTIONS

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J. A. FERGUSON CONSTRUCTION CO., INC.
a Michigan corporation; FERGUSON
PROPERTIES, INC., a Michigan corpor-
ation; KEATING INTERNATIONAL INC., a
Michigan corporation and BUILDING
CONSTRUCTION COMPANY, a Michigan
corporation, as Developers.

AS TO

"BLOOMFIELD SQUARE SUBDIVISION #4",
as recorded in Liber 139, Pages 35
and 36 of the Oakland County Records
and Proposed Bloomfield Square
Subdivisions #5, #6 and #7 to be
formed, being a parcel of land in
Section 19, T2N, R10E, Bloomfield
Township, Oakland County, Michigan.

OAKLAND COUNTY REGISTER
SEP 25 AM 8:35
LORD ALLEN
CLERK-REGISTER & CLERK

DRAFTED BY:

RETURN TO:

MUNDE & HUDSON
31001 LAHSER ROAD
BIRMINGHAM, MICHIGAN 48010
647-4007

J. A. FERGUSON CO., INC.
32715 Folsom Road
Farmington, MI 48024

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**BLOOMFIELD SQUARE
DECLARATION OF RESTRICTIONS**

WHEREAS, the undersigned, J. A. FERGUSON CONSTRUCTION COMPANY, INC., a Michigan corporation, FERGUSON PROPERTIES, INC., a Michigan corporation, KEATING INTERNATIONAL, INC., a Michigan corporation and BUILDING CONSTRUCTION COMPANY, a Michigan corporation, hereinafter referred to as "DEVELOPER", and hereinafter designating J. A. FERGUSON CONSTRUCTION COMPANY, INC., a Michigan corporation as the sole agent for action and consent wherever called for in this Agreement, and all of the above corporations having an interest in the lands comprising "BLOOMFIELD SQUARE SUBDIVISIONS", one or more of said Corporations being the owner in fee simple, shall hereinafter refer to said land as "SUBDIVISION", are desirous of imposing certain building and use restrictions, reservations, covenants, agreements and easements upon the land in the Township of Bloomfield, Oakland County, Michigan, described as:

See attached Exhibits.

Exhibit A - Bloomfield Square Sub. #4

Exhibit B - Proposed Bloomfield Square Sub. #5

Exhibit C - Proposed Bloomfield Square Sub. #6

Exhibit D - Proposed Bloomfield Square Sub. #7

so as to preserve the value thereof in manner and form, and for the period of time hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the undersigned, its successors and assigns, and all intending purchasers, and future owners of the various lots comprising the above described Subdivision, it does hereby declare:

1. Declaration Restrictions. The undersigned, for itself, its successors and assigns, does hereby publish and declare and make known to all intending purchasers and future owners of the various lots comprising the above described subdivision, that the same will and shall be used, held and/or sold expressly subject to the following building and use conditions, restrictions, covenants and agreements which comprise the general plan for the improvement of the SUBDIVISION, and which shall be incorporated by reference in all deeds of conveyance and contracts for the sale of said lots and shall run with the land and be binding upon all grantees of individual lots in the SUBDIVISION, and on their respective heirs, personal representatives, successors and assigns, and shall be operative up to and until January 1, 1995, at which time the aforementioned conditions, restrictions, covenants and agreements shall be automatically extended for successive periods of ten (10) years, unless by vote of two-thirds (2/3) of the owners of the lots it is agreed to change said conditions, restrictions, covenants and agreements, in whole or in part.

2. Use of Property. All of the lots contained in the SUBDIVISION, with the exception of lots used by the DEVELOPER, for the purposes of erection and maintenance of model homes for sales and display purposes, shall be used for residence purposes only. The only building permitted to be constructed on said lots shall be a private dwelling house and attached buildings as hereinafter provided. Such house shall be designed and erected for occupation by a single private family. A family shall mean one person or a group of two or more persons living together and inter-related by bonds of consanguinity, marriage or legal adoption and their gratuitous guests and domestic servants. A private attached garage

for not less than two (2) cars for the sole use of the respective owner or occupant of the lots may also be erected and maintained. This garage shall be a side or a rear entrance garage. There shall not be any detached garage allowed to be constructed on said lots in the SUBDIVISION. No other permanent or temporary structures shall be permitted to be placed on said lots for any purpose whatsoever other than the main dwelling house above described.

3. Subdivision Association. From and after the time that residences have been built on fifty percent (50%) of the lots in the SUBDIVISION and the homes built thereon have been sold and Deeded by the DEVELOPER to other purchasers thereof, all property owners, with the exception of the DEVELOPER, ^{or its successor} will be required to join the Subdivision Association, a nonprofit organization formed by the DEVELOPER for the purposes of continuing the maintenance of SUBDIVISION entrances, gates, parks and other common areas not previously dedicated to the local governing body. In addition, the Subdivision Association shall be assigned the DEVELOPER'S authority for authorization of any of the required acts of permission that are hereinafter enumerated in these Restrictions. This transfer of authority shall be conveyed by DEVELOPER at the completion of the SUBDIVISION or sooner, at the sole discretion of the DEVELOPER.

Further, the Subdivision Association shall be empowered with assessing annual dues for membership in the Association. Failure to pay said dues shall become a lien on the property. This lien shall be subordinate to any First Mortgage on the property. Dues will not be assessed against vacant lots until a residential home has been constructed thereon and occupied by a single private family.

The annual dues will be fixed by the Association. These dues shall not exceed Seventy-Five Dollars (\$75.00) for each lot owned, unless two-thirds (2/3) of the home owners in the SUBDIVISION shall vote annually to increase the dues. The purpose of said dues is to maintain the SUBDIVISION in such a manner as is consistent with the maintenance of high standards in a beautiful, private residential community, and the owners of all the lots in the SUBDIVISION shall bear the cost proportionately.

4. Character and Size of Buildings.

(a) No residence shall be erected, placed or altered, on any lot until the construction plans and specifications, and a plan showing the location of the structure, have been approved by the Architectural Control Committee (hereinafter referred to as "ACC") as to quality of workmanship and materials, harmony of external design with existing structures, and as to location.

(b) The ACC shall initially consist of three (3) persons designated by the DEVELOPER to act in the capacity of a committee. Once the DEVELOPER withdraws from the active development of this property, this power will be transferred to the Subdivision Association. Subsequently, the Association will continue to appoint members and maintain the ACC thereafter.

(c) ACC shall have the right to refuse to approve any plans or specifications which are not suitable or desirable.

(d) Square Footage: No residence shall be erected or constructed on any lot which has a living floor space exclusive of garage, basement and porches of less than the following:

(i) One (1) story ranch - 2,000 square feet.

(ii) Two (2) story colonial - 2,200 square feet overall; 1,200 square feet first floor minimum and 1,000 square feet second floor minimum, along Quarton Road. All interior colonials shall be 2400 square feet minimum.

(iii) All other residences regardless of type - 2200 square feet along Quarton Road. All interior lots - 2400 square feet. This restriction applies to Tri-level, Quad-level, Multi-level, and other type houses not specifically enumerated above.

(e) All attached garages shall have either a side or rear entrance. No front entrance garages are allowable.

The ACC will require extreme dissimilarity of elevation in homes within the SUBDIVISION.

5. Building Lines. No building on any of the said lots shall be erected contrary to the Bloomfield Township Ordinances. Any exceptions or variances shall be submitted in writing to the ACC for approval, nothing contained herein shall be construed to be contrary to the existing Township Ordinances.

6. Animals. No chickens, other fowl, or livestock, 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 the 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. At no time shall any horses be kept on the land.

(a) Any dog kept by any resident on his premises shall be kept either on a leash or in a pen and shall not be allowed to run loose or unattended. In the event that any dog belonging to a resident is not kept on a leash or in a pen, as above set forth, upon the demand by any owner of a home in the SUBDIVISION, and upon the concurrence in such demand by DEVELOPER or its assigns, such dog shall be removed from the premises.

(b) No owner of any premises in the SUBDIVISION shall use, nor shall he permit or allow any occupant of the premises which he owns, or his or their invitees or guests, to use any B-B guns, firearms, air rifles or pellet guns anywhere in the SUBDIVISION.

7. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three (3) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such lines.

8. Easements.

(a) Easements for the installation and the maintenance of utilities, underground television master antenna line, and underground sewage, water and drainage lines, and surface drainage swales, are reserved to DEVELOPER, its successors and assigns, as shown on the recorded plat, and also in, on, under and over a strip of land six (6) feet in width on each side of, and along all rear and side lot lines. The use of all or a part of such easements may at any time or times hereafter be granted or assigned by DEVELOPER, its successors or assigns, to any person, firm, corporation, governmental unit or agency which furnishes such services or utilities.

No buildings may be constructed or maintained over or on any easements; however, after the aforementioned utilities have been installed, planting, fencing, or other lot line improvements shall be allowed, so long as they are not inconsistent with the provisions of subparagraph (b) of this paragraph 8, and so long as they do not interfere with, obstruct, hinder, or impair the drainage plan of the SUBDIVISION, and so long as access be granted,

without charge or liability for damages, for the maintenance of the utilities or the underground drainage lines so installed, and/or for the installation of additional facilities.

(b) Private easements for public utilities have been granted and reserved on the plat of the SUBDIVISION.

All lots in the SUBDIVISION shall be held, transferred, sold and conveyed subject to the following restrictions, covenants, easements and obligations:

(i) No excavations (except for public utility purposes), no changes of finished grade, and no structures or apparatus of any kind, except line fences, shall be allowed within the private easements for public utilities on any lot in the SUBDIVISION.

(ii) The grade established by DEVELOPER at the time the utilities place their underground facilities in the easements shall be considered final or finished grade.

No property owner shall make any change in grade in or near easements or alter any ground conditions, including drainage, when the change in grade or alteration of ground conditions, in the opinion of the utility concerned, interferes with the facilities already installed.

(iii) Property owners shall pay to the utility concerned the cost of relocation or rearrangement of utility equipment, where in the opinion of the utility, such relocation or rearrangement is made necessary because of a violation by the property owner of any of the foregoing restrictions pertaining to utility underground installations.

(iv) The foregoing restrictions (i) through (iii) shall be covenants running with the land, and shall not be subject to termination without the consent of the public utilities utilizing such easements. Enforcement of the easements granted to such

public utilities shall be by civil action against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.

(c) Easements shall be and are hereby reserved to DEVELOPER, its successors and assigns, for the erection, maintenance, repair, alteration, improvement and replacement of SUBDIVISION entrance, walls, gates, signs and ornamental lights and matter, and of sprinkling systems, on, over, under and through such lands in the SUBDIVISION, as shall be subsequently designated by DEVELOPER.

9. Fence Restrictions.

(a) No fence, wall, or solid hedge may be erected, grown or maintained in front of or along the front lot line of any lots; provided, however, that with the prior written permission from the ACC, a low ornamental fence along the front lot line, in architectural harmony with the design of the house, may be erected, if, in the opinion of the ACC, the same is aesthetically desirable. The side lot line of each corner lot in the SUBDIVISION which faces a street shall be deemed to be a second front building lot line and shall be subject to the same restrictions as to the erection, growth or maintenance of fences, walls or hedges as is hereinbefore provided for front building lines.

(b) No fence, wall, or solid hedge may be erected, grown or maintained on or along the side lines of any lot, and/or on or along the rear line of any lot and/or anywhere on said lot which is more than four (4) feet in height or, without the prior written permission of DEVELOPER or the ACC extended forward or beyond the front building line.

(c) No wire fences shall be permitted on any of the lots in said SUBDIVISION. Permanent fences shall be of such masonry materials as are approved by the ACC or of wood construction, and the design of all fences must be approved by the ACC prior to installation.

(d) If a particular condition arises in which fencing beyond the four (4) foot height, or of a material other than those herein specified is desirable, a request for permission to increase the height or to use such other material shall be submitted to the ACC and it shall have the right to grant such permission, if, in its opinion, a variance from the provisions of subparagraphs (a), (b) and/or (c) of this paragraph 9 is desirable.

(e) All portions of the lots lying in front of the building as hereinbefore set forth, shall be used for ornamental purposes only.

10. Temporary Structures. Trailers, tents, shacks, barns or any temporary building of any description whatsoever, are expressly prohibited within the SUBDIVISION, and no temporary residence shall be permitted in unfinished residential buildings. The erection of a temporary storage building for materials and supplies to be used in the construction of a dwelling, and which shall be removed from the premises upon completion of the building, may be allowed with the written consent of the ACC.

11. Television Antennas and Swimming Pools.

(a) No exterior aerials or antenna may be erected, installed or maintained in said SUBDIVISION.

(b) No above ground swimming pools may be erected, installed or maintained in said SUBDIVISION.

(c) No swimming pool may be higher than one (1) foot above the existing lot grade unless specifically approved in writing by the ACC.

(d) Swimming pools shall not be constructed without submission of plans therefor showing dimensions, location on lot, etc., to the ACC for approval. Plans shall include proposed safety fencing. The said Committee in passing on such plans shall be governed by the same principles as set forth in Paragraph 4(c) 9(d) herein.

12. Parking of Vehicles.

(a) No recreational vehicles shall be parked in the SUBDIVISION for more than twenty-four (24) hours.

(b) No housetrailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snow mobiles, or snow mobile trailers may be parked on or stored in the SUBDIVISION or on any lot in the SUBDIVISION, unless stored fully enclosed within an attached garage. Commercial vehicles and trucks shall not be parked in the SUBDIVISION, or on any lot therein, except while making normal deliveries or pick-ups in the normal course of business.

13. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than nine (9) square feet advertising the property for sale or rent. With the approval of the ACC a builder or developer may install a sign not more than two hundred (200) square feet to advertise the property during the construction and sales period. Such signs as are allowed must be maintained in good condition at all times and must be removed on the termination of their use.

14. Offensive Activity. 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.

15. Landscaping.

(a) The grade of any lot or lots in the SUBDIVISION may not be changed without the written consent of the ACC. This restriction is intended to prevent interference with the master drainage plans for the SUBDIVISION.

(b) Upon the completion of a residence on any of the lots in the SUBDIVISION, the owner thereof, (and the word "owner",

as used in this connection, is intended to mean the party who purchases a residence from the builder thereof and each subsequent purchaser), shall cause the lot owned by him, to the road in front of said lot, or to the curb, if such curb is installed, except such portion thereof used for driveways and walks, to be finish-graded and seeded or sodded and suitably planted as soon after the completion of construction as weather permits. The lot and the drainage ditch, if any, contiguous to each lot shall be kept free of weeds by the owner thereof. All landscaping and lawns shall be well maintained at all times.

16. Altering Size of Lots. No lots in the SUBDIVISION shall be subdivided or in any respect reduced in any size in any manner whatsoever without the prior specific written approval of the ACC.

17. Destruction of Building by Casualty. Any dwelling or building on any lot in this SUBDIVISION which may be in whole or in part destroyed by fire, windstorm or otherwise, must be rebuilt as rapidly as possible. Should the owner leave such building in an incomplete condition for a period of more than three (3) months, then the ACC, or its authorized representative, is authorized and empowered either to tear down and clear from the premises the uncompleted portion of such structure, or to complete the same at its discretion, and in either event, the expense incurred shall be charged against the owner's interest therein and shall be a lien upon said lands and premises.

18. Enforcement of Covenants. Enforcement shall be by proceedings in a civil action against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages. Failure to enforce any of the covenants herein contained shall in no event be deemed a waiver of the right to do so hereafter, as to the same breach or as to a breach occurring prior or subsequent thereto.

19. Severability. Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

Violation of any condition or restriction or breach of any covenant herein contained shall give the parties hereto in addition to all other remedies, the right to enter upon the land as to which such violations or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any erection or other violation that may be or exist thereon contrary to the intent and provision hereof, and the parties hereto shall not thereby become liable in any manner for trespass, abatement or removal.

IN WITNESS WHEREOF, the undersigned have caused this document to be executed by its duly authorized officer on this 1st day of October, 1974.

WITNESSED BY:

J. A. FERGUSON CONSTRUCTION
COMPANY, INC.

Leigh A. Sage
LEIGH A. SAGE

By: Alexander Ferguson
Alexander Ferguson

Its: President

David Johnson
DAVID JOHNSON

FERGUSON PROPERTIES, INC.

By: Alexander Ferguson
Alexander Ferguson

Its: President

KEATING INTERNATIONAL, INC.

By: Howard T. Keating
Howard T. Keating

Its: President

BUILDING CONSTRUCTION COMPANY

By: Bruce Ferguson
Bruce Ferguson

Its: President

STATE OF MICHIGAN)
)SS
 COUNTY OF OAKLAND)

On this 1st day of October, 1974, before me, a Notary Public, in and for said county, personally appeared Alexander Ferguson, to me personally known, who being by me duly sworn, did say that he is the President of J. A. FERGUSON CONSTRUCTION COMPANY, INC., a Michigan corporation, the corporation named in and which executed the within instrument, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said Alexander Ferguson acknowledged said instrument to be the free act and deed of said corporation.

Leigh A. Sage
 Notary Public, Leigh A. Sage
 Oakland County, Michigan

My commission expires: June 14, 1978

STATE OF MICHIGAN)
)SS
 COUNTY OF OAKLAND)

On this 1st day of October, 1974, before me, a Notary Public, in and for said county, personally appeared Alexander Ferguson, to me personally known, who being by me duly sworn, did say that he is the President of FERGUSON PROPERTIES, INC., a Michigan corporation, the corporation named in and which executed the within instrument, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said XXXXXXXXXX Alexander Ferguson acknowledged said instrument to be the free act and deed of said corporation.

Leigh A. Sage
 Notary Public, Leigh A. Sage
 Oakland County, Michigan

My commission expires: June 14, 1978

STATE OF MICHIGAN)
) SS
 COUNTY OF OAKLAND)

On this 1st day of October, 1974, before me, a
 Notary Public, in and for said county, personally appeared
Howard T. Keating, to me personally known,
 who being by me duly sworn, did say that he is the President
 of KEATING INTERNATIONAL, INC., a Michigan corporation, the
 corporation named in and which executed the within instrument,
 and that said instrument was signed and sealed in behalf of said
 corporation by authority of its board of directors; and said
Howard T. Keating acknowledged said instru-
 ment to be the free act and deed of said corporation.

Leigh A. Sage
 Notary Public, Leigh A. Sage
 Oakland County, Michigan

My commission expires: June 14, 1978

STATE OF MICHIGAN)
) SS
 COUNTY OF OAKLAND)

On this 1st day of October, 1974, before me, a
 Notary Public, in and for said county, personally appeared
Bruce Ferguson, to me personally known,
 who being by me duly sworn, did say that he is the President
 of BUILDING CONSTRUCTION COMPANY, a Michigan corporation, the
 corporation named in and which executed the within instrument, and
 that said instrument was signed and sealed in behalf of said
 corporation by authority of its board of directors; and said
Bruce Ferguson acknowledged said instru-
 ment to be the free act and deed of said corporation.

Leigh A. Sage
 Notary Public, Leigh A. Sage
 Oakland County, Michigan

My commission expires: June 14, 1978

ATTACHMENT TO BLOOMFIELD SQUARE
DECLARATION OF RESTRICTIONS

Land in the Township of Bloomfield, County of Oakland, State of Michigan, described as part of the S.W. 1/4 of Section 19, T2N, R10E, otherwise known as Bloomfield Square Subdivision No. 4, as recorded in Plats, at Liber 139, Pages 35 & 36, Oakland County Records.

ATTACHMENT TO BLOOMFIELD SQUARE
DECLARATION OF RESTRICTIONS

Land in the Township of Bloomfield, County of Oakland, State of Michigan, described as follows:

Proposed Bloomfield Square Subdivision No. 5, part of the South 1/2 of Section 19, Town 2 North, Range 10 East, Bloomfield Township, Oakland County, Michigan, comprising Lots 119 through 154, both inclusive, beginning at the South 1/4 corner of Section 19, Town 2 North, Range 10 East, and proceeding thence along the South line of said Section 19, being also the North line of Kirkwood No. 1, (a subdivision recorded in Liber 10 of Plats, on Pages 11 and 12) North 89 degrees 05 minutes 00 seconds West 590.18 feet to the Southeast corner of Bloomfield Square Subdivision No. 4, (recorded in Liber 139 of Plats, on Pages 35 and 36), thence along the boundary of said Bloomfield Square Subdivision No. 4, North 0 degrees 55 minutes 00 seconds East 300.00 feet and North 40 degrees 59 minutes 08 seconds West 269.72 feet and North 75 degrees 59 minutes 40 seconds West 451.60 feet and North 82 degrees 52 minutes 12 seconds West 110.65 feet and North 0 degrees 55 minutes 00 seconds East 85.00 feet and North 33 degrees 14 minutes 00 seconds East 115.89 feet and North 75 degrees 23 minutes 33 seconds East 79.57 feet and North 40 degrees 29 minutes 20 seconds East 105.60 feet; thence North 50 degrees 19 minutes 44 seconds East 100.00 feet; thence South 32 degrees 44 minutes 50 seconds East 56.08 feet; thence South 75 degrees 59 minutes 40 seconds East 230.00 feet; thence North 28 degrees 53 minutes 10 seconds East 248.36 feet; thence North 85 degrees 53 minutes 08 seconds East 334.30 feet; thence South 9 degrees 00 minutes 10 seconds East 223.15 feet; thence South 1 degree 07 minutes 20 seconds West 162.70 feet; thence South 75 degrees 59 minutes 40 seconds East 182.52 feet; thence South 87 degrees 10 minutes 24 seconds East 60.00 feet; thence on a curve to the right, radius 560.00 feet, central angle of 5 degrees 43 minutes 24 seconds (the chord of said curve bears South 5 degrees 41 minutes 18 seconds West 55.92 feet) a distance of 55.94 feet; thence South 81 degrees 27 minutes 01 seconds East 140.00 feet; thence South 1 degree 08 minutes 45 seconds West 70.00 feet; thence South 13 degrees 24 minutes 32 seconds East 144.75 feet; thence on a curve to the right, radius 500.00 feet, central angle of 1 degree 03 minutes 40 seconds (the chord of said curve bears South 89 degrees 25 minutes 38 seconds East 10.00 feet), a distance of 10.00 feet; thence South 1 degree 03 minutes 45 seconds West 400.00 feet to a point on the South line of said Section 19; thence along said line which line is also the North line of said "Kirkwood No. 1", North 83 degrees 51 minutes 15 seconds West 128.1 feet to the point of beginning, consisting of 36 lots and containing 20.0538 acres of land more or less.

ATTACHMENT TO BLOOMFIELD SQUARE
DECLARATION OF RESTRICTIONS

Land in the Township of Bloomfield, County of Oakland and State of Michigan, described as:

Proposed "Bloomfield Square Subdivision No. 6", part of the South 1/2 of Section 19, Town 2 North, Range 10 East, Bloomfield Township, Oakland County, Michigan comprising Lots 155 through 205, both inclusive and Hunter Park (Private Park), beginning at a point on the South line of Section 19, Town 2 North, Range 10 East, distant South 88 degrees 51 minutes 15 seconds East, 128.19 feet measured along said South line from the South 1/4 corner of said Section 19, said point of beginning being the Southeast corner of Proposed Bloomfield Square Subdivision No. 5 (recorded in Liber , of Plats, Pages and); thence along the boundary of said Bloomfield Square Subdivision No. 5, North 1 degree 08 minutes 45 seconds East, 400.00 feet and on a curve to the left, radius 500.00 feet, central angle 1 degree 08 minutes 46 seconds (the chord of said curve bears North 89 degrees 25 minutes 33 seconds West, 10.00 feet), a distance of 10.00 feet and North 13 degrees 24 minutes 32 seconds West, 144.75 feet and North 1 degree 08 minutes 45 seconds East, 70.00 feet and North 81 degrees 27 minutes 01 seconds West, 140.00 feet and on a curve to the left, radius 560.00 feet, central angle 5 degrees 43 minutes 24 seconds (the chord of said curve bears North 5 degrees 41 minutes 18 seconds East, 55.92 feet), a distance of 55.94 feet and North 87 degrees 10 minutes 24 seconds West, 60.00 feet and North 75 degrees 59 minutes 40 seconds West, 182.52 feet and North 1 degree 07 minutes 20 seconds East, 162.70 feet and North 9 degrees 00 minutes 10 seconds West, 223.15 feet; thence North 6 degrees 24 minutes 47 seconds West, 220.00 feet; thence North 5 degrees 19 minutes 48 seconds West, 66.27 feet; thence North 86 degrees 14 minutes 30 seconds East, 140.00 feet; thence South 81 degrees 20 minutes 58 seconds East, 61.55 feet; thence North 85 degrees 17 minutes 40 seconds East, 139.14 feet; thence North 4 degrees 30 minutes 14 seconds West, 17.36 feet to a point on the boundary of "Lone Pine Crest Subdivision No. 1" (a subdivision recorded in Liber 80 of Plats, Page 13); thence along the boundary of "Lone Pine Crest No. 1", South 87 degrees 52 minutes 10 seconds East, 670.33 feet and North 0 degrees 59 minutes 50 seconds East, 172.17 feet to a point on the boundary of "Lone Pine Crest" (a subdivision recorded in Liber 75 of Plats, Page 40); thence along the boundary of said subdivision, South 87 degrees 27 minutes 00 seconds East, 251.68 feet; thence South 0 degrees 55 minutes 30 seconds West, 1,582.34 feet to a point on the South line of said Section 19; thence along the South line of Section 19, being also in part the North line of "Balmoral Orchards No. 1" (a subdivision recorded in Liber 102 of Plats, Page 14) and in part the North line of "Kirkwood No. 1" (a subdivision recorded in Liber 101 of Plats, Pages 11 and 12), North 88 degrees 51 minutes 15 seconds West, 770.23 feet to the point of beginning consisting of 51 Lots and Hunter Park (Private Park) and containing 83.8163 acres more or less.

ATTACHMENT TO BLOOMFIELD SQUARE
DECLARATION OF RESTRICTIONSDESCRIPTION OF BLOOMFIELD SQUARE SUB'D NO. 2

A parcel of land in the S. 1/2 of Section 19, T. 2 N., R. 10 E., Bloomfield Township, Oakland County, Michigan, described as follows:

Commencing at the S. 1/4 corner of Section 19, T. 2 N., R. 10 E. and proceeding thence along the S. line of said Section 19 being also the North line of "Eirkwood No. 1" (a subdivision recorded in Liber 101, Plats, Pages 11 and 12) N. 85° 05' 00" W., 570.18' to the S.E. corner of "Bloomfield Square Sub'n No. 4" (recorded in Liber 139, Plats, Pages 35 and 36); thence along the boundary of said Bloomfield Square Sub'n No. 4, N. 0° 55' 00" E., 300.00' and N. 40° 59' 00" W., 269.72' and N. 75° 59' 40" W., 451.60' and N. 82° 52' 12" W., 110.55' and N. 0° 55' 00" E., 85.00' and N. 35° 14' 00" E., 115.39' and N. 75° 23' 33" E., 79.57' and N. 40° 29' 20" E., 105.60' to the point of beginning of the parcel herein described, said point being the west 2'ly. corner of Lot 106 of said Bloomfield Square Sub'n No. 4; thence continuing along the boundary of said "Bloomfield Square Sub'n No. 4", N. 39° 40' 15" W., 140.00' and N. 49° 03' 00" W., 60.33' and N. 35° 40' 15" W., 140.62'; thence N. 50° 19' 44" E., 105.00'; thence N. 32° 59' 31" W., 120.72' to a point on the boundary of "Bloomfield Square Sub'n No. 3" (recorded in Liber 138, Plats, Pages 3 and 4); thence along the boundary of said Sub'n, N. 19° 25' 20" E., 435.40' and N. 45° 10' 14" E., 73.97' and N. 7° 02' 23" E., 89.87' and N. 13° 33' 09" W., 103.53' and N. 38° 59' 47" W., 119.02' to a point on the S. line of "Lone Pine Crest No. 2" (a subdivision recorded in Liber 87, Plats, Page 21); thence along said line and also along the boundary of "Lone Pine Crest No. 1" (recorded in Liber 80, Plats, Page 13), S. 85° 40' 00" E., 1,192.39' to a point on the N. and S. 1/4 line of said Section 19; thence along said line being also the boundary of said "Lone Pine Crest No. 1", S. 0° 00' 10" E., 639.05'; thence S. 40° 30' 14" E., 17.35' to the N.E. corner of "Bloomfield Square Sub'n No. 6" (not yet recorded); thence along the boundary of said Sub'n, S. 65° 17' 40" W., 139.14' and N. 81° 20' 53" W., 61.55' and S. 35° 14' 30" W., 140.00' and S. 5° 19' 43" E., 66.27' and S. 6° 24' 47" E., 220.00' to the N.E. corner of "Bloomfield Square Sub'n No. 5" (not yet recorded); thence along the boundary of said Sub'n, S. 35° 53' 03" W., 334.30' and S. 23° 53' 10" W., 248.36' and N. 75° 59' 40" W., 230.00' and N. 32° 44' 50" W., 55.03' and S. 50° 19' 44" W., 100.00' to the point of beginning, containing 26.6511 acres.