

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made on the date hereinafter set forth by REPUBLIC DEVELOPMENT CORPORATION, a Michigan corporation and GREEN ETTENHEIMER FARBER BINKOW CO., a Michigan registered co-partnership, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the Township of Canton, County of Wayne, State of Michigan, which is more particularly described as:

SEE LEGAL DESCRIPTION ATTACHED
(Page 1-a)

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1: "Association" shall mean and refer to Carriage Hills Homeowners Association, a Michigan non-profit corporation, its successors and assigns.

Section 2: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee title to any lot which is a part of the subdivision including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3: "Subdivision" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4: "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The common area is to be owned by the Association at the time of the conveyance of the first lot is described as follows:

SEE LEGAL DESCRIPTION ATTACHED
(Page 1-b)

LEGAL DESCRIPTION

Carriage Hills Subdivision of part of the N. E. 1/4 of Sec. 10, T. 2S., R. 8E., Canton Township, Wayne County, Michigan, and containing Lots 1 through 116 both inclusive. Commencing at the north 1/4 corner of said Section 10, T.2S., R.8E., Canton Township, Wayne County, Michigan; thence due south 926.04 ft. along the north-south 1/4 line; thence S. 88° 02' 37" E. 43.03 ft. to a point of beginning; thence S. 88° 02' 37" E. 400.00 ft.; thence due north 500.00 ft.; thence S. 88° 02' 37" E. 98.92 ft.; thence N. 0° 06' 23" E. 46.89 ft.; thence S. 89° 53' 37" E. 201.32 ft.; thence S. 48° 30' 00" E. 1174.92 ft.; thence due south 562.76 ft.; thence due west 1580.00 ft.; thence due north 811.80 ft. to the point of beginning. Consisting of 116 lots, and containing an area of 36.12 acres.

**LEGAL DESCRIPTION OF
COMMON AREA - CARRIAGE HILLS SUBDIVISION**

Land in the N. E. 1/4 of Section 10, T. 2 S., R. 8 E. Canton Township, Wayne County, Michigan,
described as:

Beginning at a point at the S. E. corner of Lot 38, Carriage Hills Subdivision, as recorded in Liber 92, pages 16, 17 and 18, Wayne County Records, and proceeding due East 360.00 ft.; thence due North 244.26 ft.; thence N. 48° 30' W. 480.67 ft. to the most eastern-north corner of Lot 34, Carriage Hills Subdivision; thence due South along the easterly lines of Lots 34, 35, 36, 37 and 38, Carriage Hills Subdivision, 562.76 ft. to the point of beginning, containing 3.33 acres more or less. Subject to the rights of the Wayne County Drain Commission for drainage purposes.

NOTE: THIS IS PARK 1 (UMBERLAND PARK)

PARCEL #71 037 99 0001 003

LEGAL DESCRIPTION

10W3B2A1B PT OF THE NE 1/4 SEC 10 T2S R8E BEG AT THE SE COR OF LOT 38 CARRIAGE HILLS
SUB T2S R8E L92 P16 17 18 WCR TH DUE E 360.00FT TH DUE N 244.26FT TH N48DEG 30M W
480.67FT TH DUE S 562.76FT POB 3.33 AC

Section 5: "Lot" shall mean and refer to any numbered lot in a "Subdivision" as defined in Section 3 above.

Section 6: "Declarant" shall mean and refer to Republic Development Corporation, a Michigan corporation and Green Ettenheimer Farber Binkow Co., a Michigan registered co-partnership, its successors and assigns if such successors or assigns should acquire more than one vacant Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1: Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area.

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed 60 days for any infraction of its published rules and regulations.

(c) the right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded, and unless it has been approved by formal resolutions of the Board of the Charter Township of Canton.

Section 2: Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the common area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION I

MEMBERSHIP

Every Owner of a Lot, including an Owner of a duplex unit, which is subject by covenants or record to assessment by the Association, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

SECTION II

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined in Section 1 hereof with the exception of the Declarant, its successors and assigns. Such members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section above. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine and designate to the Association, but in no event shall more than one vote be cast with respect to any such lot, and in the absence of such determination and designation of who is to exercise the vote, the eldest of such persons shall be deemed the person so designated.

Class B. Class B members shall be the Declarant, its successors and assigns. The Class B members shall be entitled to three votes for each Lot in which it holds the interest required for membership by Section 1 hereof; provided however that when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, the Class B members shall thereafter be entitled to only one vote for each of its Lots, provided further that after three (3) years from the time such subdivision is by Declaration included within these covenants and restrictions, the Class B members shall be entitled to only one (1) vote for each of its Lots in such subdivision notwithstanding any other provision of this Article.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1: Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot it owns within the Subdivision, hereby covenants, and each purchaser of any Lot in the Subdivision by acceptance of a deed or other conveyance therefore, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees, for himself, his heirs, personal representative, successors and assigns, to pay to the Association:

- (1) annual assessments or charges, payable monthly or on any other periodic basis as may be designated by the Board of Directors of the Association;
- (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing Lien upon the property against which each such assessment is made until it is paid. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Section 2: Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of improving for the benefit of the residents of the Subdivision the common areas and for but not limited to the payment of taxes and insurance on the common areas, and repair, replacement and additions thereof for the cost of labor, equipment, materials, management and supervision thereof. In addition, the assessments will be used to maintain the common areas.

Section 3: Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Twenty Five and 36/100 ----- Dollars (\$25.36) per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may by the Board of Directors be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 3% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4: Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of said meeting shall be given to all members at least fifteen (15) days in advance of same, and shall set forth the purpose of the meeting.

Section 5: Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 15 days nor more than 30 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6: Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis or any other basis established by the Board of Directors.

Section 7: Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots the first day of the month following the conveyance of the common area. The first annual assessment for each new Owner shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner and subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. The Board of Directors may also, in its discretion designate and retain a collecting agency for the Association to whom assessment payments shall be made.

Section 8: Effect of Non-Payment of Assessments: The Personal Obligation of the Owner; the Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property, which shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association, or its collecting agent designated by the Board of Directors, may bring any action at law against the Owner personally obligated to pay same or to foreclose the lien against the property and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

In addition thereto, the Association may deny to the Owner the use and enjoyment of any of the common areas and facilities thereon until the delinquent assessment is paid along with any interest, costs and other sums set forth above which the Association is entitled to receive.

Section 9: Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosures or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

MAINTENANCE DUTIES AND RIGHTS OF THE ASSOCIATION

The Association, through its Board of Directors, shall for the welfare of the residents improve the common areas and maintain and manage them. Walkways leading to or from the common areas shall be considered part of the common area. See Article IV above for purpose and method of assessments.

The extent and frequency of the activities of the Association in carrying out the duties of maintenance and management shall be decided by the Board of Directors, and the Board of Directors may appoint committees to advise the Board on such matters. The Board of Directors may also promulgate Rules and Regulations to aid in carrying out the said maintenance and management duties, and may amend said Rules and Regulations from time to time.

ARTICLE VI

USE AND RIGHTS IN COMMON AREA

Section 1: Use and Rights of Owners and the Association. Except as the right may be suspended under Article V, Section 8, herein for non-payment of delinquent assessments, or as provided below, each Owner, at the time he becomes an Owner and for as long as he is an Owner, is hereby granted an easement of use and access to all of the common areas in the subdivision and the facilities which may be located thereon subject to the Rules and Regulations of the Association as promulgated

from time to time. This easement of use and access granted to each Owner shall be deemed to be granted to each successive Owner of the Lot. The easement of access shall be limited to the easement walkways leading to the common areas.

The Association shall have the right to suspend the use and access by any Owner to any of the common areas and the facilities thereon for a period not to exceed sixty (60) days for any infraction of its promulgated rules and regulations. The Association shall have the right to charge reasonable admission and other fees for the use of any facilities situated upon the common and recreation areas by guests of Owners of any Lot. The Association shall have the right, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving all or portions of the common areas, including facilities thereon, and in aid thereof to mortgage all or portions of the common areas with the consent of two-thirds (2/3) of the Owners and the rights of such mortgages in said common areas shall be superior to the rights of the Owners herein, and the Association shall have the right to take such steps as are reasonably necessary to protect such mortgaged common areas from foreclosures. The Association may dedicate or transfer all or any part of the common area to any public agency, authority or utility, subject to the provisions of Article II, Section 1 (c). It is understood and agreed by each Owner that fee title to his Lot which may be abutting any common area shall in no event extend to any such common area, but such common area is reserved to the Declarant to be conveyed by it to the Association for the common enjoyment of the Owners.

ARTICLE VII

ANNEXATION

The subject Subdivision is a part of a planned unit development covered by agreement between the Declarant and/or entities controlled by or entities affiliated with it, and the Charter Township of Canton, Wayne County, Michigan. Additional

parcels of land to be used for common areas and recreation which are contained in the following:

1. The E 1/2 of the NW 1/4 of Section 10.
2. The NE 1/4 of the SW 1/4 of Section 10.
3. The N 1/2 of the SE 1/4 of Section 10.
4. The E 1/2 of the SE 1/4 of the SE 1/4 of Section 10.
5. The NE 1/4 of Section 10, except:
 - (a) A parcel beginning 542.6' E and 60' S of the N 1/4 corner and thence proceeding Easterly 625.68', Southerly 210.08', Westerly 625.25' and Northerly 209.45' and
 - (b) A parcel beginning 246' S of and 43' E of the N 1/4 corner and proceeding thence 270' E, 180' S, 270' W, and 180' N, and
 - (c) A parcel beginning 426' S of and 43' E of the N 1/4 corner and proceeding thence Easterly 400', Southerly 500', Westerly 400', and Northerly 500'.
6. The W 60 acres of the NW 1/4 of Section 11, except the North 420 ft. of the West 420 ft. thereof

may be annexed by the Declarant without the consent of members within 10 years of the date of this instrument, provided that the F.H.A. and the V.A. determine that the annexation is in accord with the general plan heretofore approved by them. With each annexation the Declarant will cause the Declaration of Covenants, Conditions and Restrictions to be amended to include the legal description of the annexed properties thereby imposing said restrictions upon same.

ARTICLE VIII

GENERAL PROVISIONS

Section 1: Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2: Severability. Invalidation of any of these restrictions or portions thereof by judgment or court order shall in no way affect the validity of any of the other provisions or portions thereof and the same shall remain in full force and effect.

Section 3: Terminology. The word "he" wherever used in this instrument shall be used as synonymous with the words "she", "it" and "they", and the word "his" synonymous with the words "her", "its" and "their". The word "person" may refer to an individual, corporation, partnership or other legal entity.

Section 4: Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall be perpetual. This Declaration may be amended during the twenty (20) year period following the date this Declaration is recorded by an instrument signed by not less than ninety percent (90%) of the Lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot owners. Any amendment must be recorded and no amendment shall relieve the Lot owners of their obligations and liabilities to maintain the common areas as declared hereunder unless such common areas have been dedicated or transferred in accordance with Article II, Section 1, Paragraph (c).

Section 5: IRA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of common areas, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 3rd day of April, 1970.

DECLARANT:
REPUBLIC DEVELOPMENT CORPORATION
a Michigan Corporation

Helen Greenstein By _____
Leonard R. Farber, President

GREEN ETTENHEINER FARBER BINKOW CO.
a Michigan registered co-partnership

Rose Marie Ventitelli By _____
Howard M. Binkow, Partner

STATE OF MICHIGAN)
)SS
COUNTY OF WAYNE)

On this 3rd day of April, 1970, before me, a Notary Public in and for said County, personally appeared Leonard R. Farber, to me personally known, who, being by me duly sworn, did say that he is the President of Republic Development Corporation, a Michigan corporation, 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 R. Farber acknowledged said instrument to be the free act and deed of said corporation.

My commission expires Sept. 29, 1970

Helen Greenstein, Notary Public
Wayne County, Michigan

STATE OF MICHIGAN) SS
COUNTY OF WAYNE)

On this 3rd day of April, 1970, before me personally appeared Howard M. Binkow, who, being by me duly sworn did say that he is a partner of Green Ettenheimer Farber Binkow Co., a Michigan registered co-partnership and that the said instrument was signed in behalf of said partnership by authority of its articles of agreement; and the said partner acknowledged the said instrument to be the free act and deed of said partnership.

My commission expires Sept. 29, 1970

Helen Greenstein, Notary Public
Wayne County, Michigan

Drafted by: Richard L. Komer
14201 W. Eight Mile Road
Detroit, Michigan 48235

When recorded return to:
Carriage Hills Homeowners Association
14201 West Eight Mile Road
Detroit, Michigan 48235

AMENDMENT TO BUILDING AND USE RESTRICTIONS

WHEREAS, Building and Use Restrictions for Lots 1 through 116, both inclusive, Carriage Hills Subdivision, being part of the Northeast 1/4 of Section 10, T. 2 S., R. 8 E., Canton Township, Wayne County, Michigan were recorded in Liber 17278, Pages 1 through 4 inclusive, Wayne County Records, and

WHEREAS, Carriage Hills Subdivision is part of a planned Unit Development and it is necessary to record a Declaration of Covenants, Conditions and Restrictions to supplement the aforementioned Building and Use Restrictions, and

WHEREAS, all of the owners of the lots in Carriage Hills Subdivision desire to amend the aforementioned Building and Use Restrictions for the purpose hereinbefore mentioned and have executed the Declaration of Covenants, Conditions and Restrictions dated April 3, 1970 referred to above.

NOW THEREFORE, the Building and Use Restrictions for Lots 1 through 116, both inclusive, Carriage Hills Subdivision, as recorded in Liber 17278, Pages 1 through 4 inclusive, are hereby amended by adding thereto the Declaration of Covenants, Conditions and Restrictions dated April 3, 1970, which are attached hereto and made a part hereof as though specifically set forth.

Signed in the presence of:

Signed by:

Helen Greenstein

GREEN ETTENHEIMER FARBER BINKOW CO., a Michigan registered co-partnership

by _____
Howard M. Binkow, Partner

Rose Marie Ventitelli

REPUBLIC DEVELOPMENT CORPORATION, a Michigan corporation (formerly Jefferson Homes, Inc.)

by _____
Leonard R. Farber, President

STATE OF MICHIGAN) SS
COUNTY OF WAYNE)

On this 3rd day of April, 1970, before me personally appeared Howard M. Binkow, who being by me duly sworn did say that he is a partner of Green Ettenheimer Farber Binkow Co. and that the said instrument was signed in behalf of said partnership by authority of its articles of agreement; and the said partner acknowledged the said instrument to be the free act and deed of said partnership.

My Commission expires 9-29-70

Helen Greenstein, Notary Public
Wayne County, Michigan

STATE OF MICHIGAN)SS
COUNTY OF WAYNE)

On this 3rd day of April, 1970, before me, a Notary Public in and for said County, personally appeared Leonard R. Farber, to me personally known, who, being by me duly sworn did say that he is the President of Republic Development Corporation (formerly Jefferson Homes, Inc.) 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 R. Farber acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires 9-29-70

Helen Greenstein, Notary Public
Wayne County, Michigan

Prepared and when recorded return to: Republic Development Corporation
14201 W. Eight Mile Road
Detroit, Michigan 48235
Attention: Mr. Richard L. Komer

Amendment
to
Declaration of Covenants, Conditions and Restrictions
Recorded in Liber 17326, Pages 202 through 214,
WCR (Covering Carriage Hills Subdivision
NE 1/4 of Section 10 T 2S R 8E Canton Township, Wayne
County, Michigan as Recorded in Liber 92,
Pages 16, 17, and 18, Wayne County Records)

WHEREAS the Declaration of Covenants, Conditions and Restrictions for Carriage Hills Subdivision, Canton Township, Michigan, contains a provision entitled Article IV – Covenant for Months Assessments, Section 7, "Date of Commencement of Annual Assessments: due dates," which provision requires that the annual assessments provided shall commence as to all lots on the first day of the month following the conveyance of a common area, and;

WHEREAS the common area was conveyed by deed on April 3, 1970, to Carriage Hills Homeowners Association, a Michigan nonprofit corporation, and recorded on April 13, 1970, in Liber 17326, page 215, and;

WHEREAS the Declarant, Republic Development Corporation, a Michigan corporation, and A & E Building Co., a Michigan registered co-partnership, grantee of Green Ettenheimer Farber Binkow Co., have paid for all expenses related to said common area out of their own funds and the Association has not incurred any expenses to date, and;

WHEREAS it would be inequitable to require the aforesaid companies to pay a prorated portion of the annual assessment from the first day of the month following the conveyance of the common area as aforesaid, and;

WHEREAS the first home in Carriage Hills Subdivision has been completed and delivered to a Purchaser in January, 1971, and the undersigned desire the commencement date of the first assessment to be February 1, 1971, and;

WHEREAS Declarant represents an excess of 90% of the lot owners as of this date in Carriage Hills Subdivision, and;

WHEREAS the Federal Housing Administration has approved the following amendment as is required by Article VIII, Section 4, "Amendments of the Declaration of Covenants, Conditions and Restrictions"

NOW THEREFORE in consideration of the mutual promises herein contained the receipt and adequacy of which is hereby acknowledged, it is agreed as follows:

- 1. Pursuant to Article VIII, General Provisions, Section 4, "Amendment to Declaration of Covenants, Conditions and Restrictions" is hereby amended by eliminating the following requirement as detailed in Article IV, Covenant for Months Assessments, Section 7, "Date of Commencement of Annual Assessment: due date:"

"The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the common area."

- 2. Upon affirmative vote of Republic Development Corporation and A & E Building Co. representing in excess of 90% of the owners of the lots, it is agreed that the commencement date for the first assessment shall be February 1, 1971, covering a period of eleven months ending December 31, 1971.

IN WITNESS WHEREOF the undersigned have hereinto set their hand and seal this 11th day March, 1971.

REPUBLIC DEVELOPMENT CORPORATION,
a Michigan corporation

Helen Greenstein

By _____
Leonard R. Farber, President

A & E BUILDING CO., a Michigan
registered co-partnership

Mary Sue Streit

By _____
Leonard R. Farber, Partner

STATE OF MICHIGAN)
)SS
COUNTY OF WAYNE)

On this 11th day of March, 1971 before me, a Notary Public in and for said county personally appeared Leonard R. Farber, to me personally known, who being by me duly sworn did say that he is the President of Republic Development Corporation, 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 R. Farber acknowledged said instrument to be the free act and deed of said corporation.

Helen Greenstein, Notary Public
Wayne County, Michigan

My commission expires 9/2/74

STATE OF MICHIGAN)
)SS
COUNTY OF WAYNE)

On This 11th day of March, 1971, before me personally appeared Leonard R. Farber, who being by me duly sworn did say that he is a partner of A & E Building Co. and that the said instrument was signed in behalf of said partnership by authority of its articles of agreement; and the said partnership acknowledged the said instrument to be the free act and deed of said partnership.

Helen Greenstein, Notary Public
Wayne County, Michigan

My commission expires 9/2/74

When recorded return to:
Carriage Hills Homeowners Association
14201 W. Eight Mile Road
Detroit, Michigan 48235
Attention: Mr. Richard L. Komer

Drafted by:
Richard L. Komer
14201 West Eight Mile Road
Detroit, Michigan 48235

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

Recorded in Liber 17326, pages 202 through 214,
WCR (covering Carriage Hills Subdivision, NE
1/4 of Section 10 T 2S R 8E Canton Township,
Wayne County, Michigan, as recorded in Liber
92, page 16, 17 and 18, Wayne County Records)

WHEREAS the Declaration of Covenants, Conditions and Restrictions for Carriage Hills Subdivision, Canton Township, Michigan, contains a provision entitled Article VII - Annexation which provision provides the following:

The subject Subdivision is a part of a planned unit development covered by agreement between the Declarant and/or entities controlled by or entities affiliated with it, and the Charter Township of Canton, Wayne County, Michigan. Additional parcels of land to be used for common areas and recreation which are contained in the following:

1. The E 1/2 of the NW 1/4 of Section 10.
2. The NE 1/4 of the SW 1/4 of Section 10.
3. The N 1/2 of the SE 1/4 of Section 10.
4. The E 1/2 of the SE 1/4 of the SE 1/4 of Section 10.
5. The NE 1/4 of Section 10, except:
 - (a) A parcel beginning 542.6' E and 60' S of the N 1/4 corner and thence proceeding Easterly 625.68', Southerly 210.08', Westerly 625.25' and Northerly 209.45' and
 - (b) A parcel beginning 246' S of and 43' E of the N 1/4 corner and proceeding thence 270' E, 180' S, 270' W, and 180' N, and
 - (c) A parcel beginning 426' S of and 43' E of the N 1/4 corner and proceeding thence Easterly 400', Southerly 500', Westerly 400', and Northerly 500'.
6. The W 60 acres of the NW 1/4 of Section 11, except the North 420 ft. of the West 420 ft. thereof

may be annexed by the Declarant without the consent of members within 10 years of the date of this instrument, provided that the F.H.A. and the V.A. determine that the annexation is in accord with the general plan heretofore approved by them. With each annexation the Declarant will cause the Declaration of Covenants, Conditions and Restrictions to be amended to include the legal description of the annexed properties thereby imposing said restrictions upon same.

AND WHEREAS the Declarant is desirous of annexing Carriage Hills Subdivision No. 2 recorded in Liber 92 pages 99 through 101 Wayne County records as is more particularly described in Exhibit A attached hereto and made a part hereof and the common area adjacent thereto consisting of 9.384 acres more particularly described in Exhibit B attached hereto and made a part hereof.

AND WHEREAS said Annexation is in accordance with said Article VII - Annexation and it has been determined by the Federal Housing Administration and Veterans Administration that the annexation is in accord with the general plan heretofore approved by them and does approve this annexation,

NOW THEREFORE in consideration of the mutual promises herein contained, the receipt and adequacy of which is hereby acknowledged it is agreed as follows:

PURSUANT TO Article VII - Annexation Carriage Hills Subdivision No. 2, recorded in Liber 92 pages 99 through 101 Wayne County records as is more particularly described in Exhibit A attached hereto and made a part hereof, and the common area adjacent thereto consisting of 9.384 acres as is more particularly described in Exhibit B attached hereto and made a part hereof IS HEREBY ANNEXED to Carriage Hills Homeowners Association, a Michigan non-profit corporation and is made subject to be Declaration of Covenants, Conditions and Restrictions as recorded in Liber 17326, pages 202 through 214, Wayne County Records, Michigan.

IN WITNESS WHEREOF the undersigned have hereinto set their hand and seal this 22nd day of June, 1971.

REPUBLIC DEVELOPMENT CORPORATION,
a Michigan corporation

Helen Greenstein

By _____
Leonard R. Farber, President

Mary Sue Streit

A & BUILDING CO., a Michigan
registered co-partnership

Richard L. Komer

By _____
Leonard R. Farber, Partner

Mary Sue Strait

STATE OF MICHIGAN)
COUNTY OF WAYNE) SS

On this 22nd day of June, 1971, before me, a Notary Public in and for said County, personally appeared Leonard R. Farber to me personally known, who, being by me duly sworn, did say that he is the President of Republic Development Corporation, 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 R. Farber acknowledged said instrument to be the free act and deed of said corporation.

Helen Greenstein, Notary Public
Wayne County, Michigan

My commission expires 9/2/74

STATE OF MICHIGAN)
COUNTY OF WAYNE) SS

On this 22nd day of June, 1971, before me personally appeared Leonard R. Farber who, being by me duly sworn did say that he is a partner of A & E Building Co. and that the said instrument was signed in behalf of said partnership by authority of its articles of agreement; and the said partner acknowledged the said instrument to be the free act and deed of said partnership.

Helen Greenstein, Notary Public
Wayne County, Michigan

My commission expires 9/2/74

Drafted by and when recorded return to:
Richard L. Komer
14201 West Eight Mile Road
Detroit, Michigan 48235

F606694

LI 17746 PA 174

EXHIBIT A

Carriage Hills Subdivision No. 2 of part of East 1/2 of Section 10, Town 2 South, Range 8 East, Canton Township, Wayne County, Michigan and comprising lots 117 to 324, both inclusive; beginning at the east 1/4 section corner of Section 10, Town 2 South, Range 8 East, Canton Township, Wayne County, Michigan, thence along the east section line South 0 degrees 05 minutes 10 seconds East 363.03 feet thence North 88 degrees 55 minutes 57 seconds West 672.42 feet; thence North 1 degree 04 minutes 03 seconds East 120.00 feet; thence North 88 degrees 55 minutes 57 seconds West 487.59 feet; thence South 1 degree 04 minutes 03 seconds West 120.00 feet; thence North 88 degrees 55 minutes 57 seconds West 330.00 feet; thence North 87 degrees 00 minutes 00 seconds West 129.37 feet; thence North 80 degrees 30 minutes 48 seconds West 129.45 feet; thence North 74 degrees 54 minutes 00 seconds West 129.45 feet; thence North 69 degrees 17 minutes 17 seconds West 243.38 feet; thence North 88 degrees 54 minutes 14 seconds West 60.00 feet; thence North 1 degree 05 minutes 46 seconds East 23.17 feet; thence North 76 degrees 10 minutes 09 seconds West 208.46 feet; thence South 89 degrees 56 minutes 02 seconds West 250.00 feet; thence along the east right-of-way line of Sheldon Road (said east right-of-way line being parallel to and 43 feet east of the north-south 1/4 section line of said Section 10) North 0 degrees 03 minutes 58 seconds West 162.92 feet and Due North 939.60 feet; thence along the south line of "Carriage Hills Subdivision" as recorded in Liber 92, pages 16, 17 and 18 of Plats, Wayne County Records, Due East 1457.00 feet; thence South 34 degrees 58 minutes 27 seconds East 833.89 feet; thence South 88 degrees 55 minutes 57 seconds East 500.00 feet; thence South 37 degrees 17 minutes 41 seconds East 190.57 feet; thence South 1 degree 11 minutes 33 seconds East 143.68 feet; thence along the east-west 1/4 line of said Section 10 South 88 degrees 55 minutes 57 seconds East 60.01 feet to the point of beginning. Consisting of 208 lots.

Subject to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

F606694

LI 17746 PA 175

EXHIBIT B

COMMON AREA

Part of the Northeast 1/4 of Section 10, T2S, R8E, Canton Township, Wayne County, Michigan. More particularly described as commencing at the East 1/4 corner of said section; thence N 00° 11' 33" W 145.00 ft. along the East line of Section 10; thence S 89° 48' 27" W 60.00 ft. to a point of beginning; thence N 37° 17' 40" W 190.57 ft.; thence N 88° 55' 57" W 500.00 ft.; thence N 34° 58' 27" W 833.91 ft.; thence due East 545.51 ft.; thence due South 50.11 ft.; thence S 43° 13' 42" E 798.89 ft.; thence S 00° 11' 33" E 212.03 ft. to the point of beginning. Containing 9.384 acres.

NOTE: THIS IS PARK 2 (LEEANN PARK)

PARCEL #71 037 99 0001 004

LEGAL DESGRPTION

10V1B W3B2A1C PT OF THE NE 1/4 SEC 10 T2S R8E BEG N0DEG 11M 33S W 145.00FT AND S89DEG 48M 27S W 60.00FT FROM THE E 1/4 COR OF SEC 10 TH N37DEG 17M 40S W 190.57FT TH N88DEG 55M 57S W 500.00FT TH N34DEG 58M 27S W 833.91 FT TH DUE E 545.51FT TH DUE S 50.11FT TH S43DEG 13M 42S E 798.89 FT TH S0DEG 11M 33S E 212.03FT POB 9.38 AC

**THIRD AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

Recorded in Liber 17326, pages 202 through 214,
WCR (covering Carriage Hills Subdivision, NE
1/4 of Section 10 T 2S R 8E Canton Township,
Wayne County, Michigan, as recorded in Liber
92, page 16, 17 and 18, Wayne County Records)

WHEREAS the Declaration of Covenants, Conditions and Restrictions for Carriage Hills Subdivision, Canton Township, Michigan, contains a provision entitled Article VII - Annexation which provision provides the following:

The subject Subdivisions a part of a planned unit development covered by agreement between the Declarant and/or entities controlled by or entities affiliated with it, and the Charter Township of Canton, Wayne County, Michigan. Additional parcels of land to be used for common areas and recreation which are contained n the following:

1. The E 1/2 of the NW 1/4 of Section 10.
2. The NE 1/4 of the SW 1/4 of Section 10.
3. The N 1/2 of the SE 1/4 of Section 10.
4. The E 1/2 of the SE 1/4 of the SE 1/4 of Section 10.
5. The NE 1/4 of Section 10, except:
 - (a) A parcel beginning 542.6' E and 60' S of the N 1/4 corner and thence proceeding Easterly 625.68', Southerly 210.08', Westerly 625.25' and Northerly 209.45' and
 - (b) A parcel beginning 246' S of and 43' E of the N 1/4 corner and proceeding thence 270' E, 180' S, 270' W, and 180' N, and
 - (c) A parcel beginning 426' S of and 43' E of the N 1/4 corner and proceeding thence Easterly 400', Southerly 500', Westerly 400', and Northerly 500'.
6. The W 60 acres of the NW 1/4 of Section 11, except the North 420 ft. of the West 420 ft. thereof

may be annexed by the Declarant without the consent of members within 10 years of the date of this instrument, provided that the F.H.A. and the V.A. determine that the annexation is in accord with the general plan heretofore approved by them. With each annexation the Declarant will cause the Declaration of Covenants, Conditions and Restrictions to be amended to include the legal description of the annexed properties thereby imposing said restrictions upon same.

AND WHEREAS the Declarant is desirous of annexing Carriage Hills Subdivision No. 3 recorded in Liber 93 pages 28 and 29 Wayne County records as is more particularly described in Exhibit A attached hereto and made a part hereof and the common area adjacent thereto consisting of 5.005 acres more particularly described in Exhibit B attached hereto and made a part hereof.

AND WHEREAS said Annexation is in accordance with said Article VII - Annexation and it has been determined by the Federal Housing Administration that the annexation is in accord with the general plan heretofore approved by them and does approve this annexation.

NOW THEREFORE in consideration of the mutual promises herein contained, the receipt and adequacy of which is hereby acknowledged; it is agreed as follows:

PURSUANT TO Article VII - Annexation Carriage Hills Subdivision No. 3, recorded in Liber 93 pages 28 & 29 Wayne County records as is note particularly described in Exhibit A attached hereto and made a part hereof, and the common area adjacent thereto consisting of 5.005 acres as is more particularly described in Exhibit B attached hereto and made a part hereof IS HEREBY ANNEXED to Carriage Hills Homeowners Association, a Michigan non-profit corporation and is made subject to the Declaration of Covenants, Conditions and Restrictions as recorded in Liber 17328, pages 202 through 214, Wayne County Records, Michigan.

IN WITNESS WHEREOF the undersigned have hereinto set their hand and seal this 28th day of September, 1971.

REPUBLIC DEVELOPMENT CORPORATION
a Michigan Corporation

Helen Greenstein

By _____
Leonard R. Farber, President

A & E BUILDING CO.
a Michigan registered cc-partnership

Richard L. Komer

By _____
Leonard R. Farber, President

STATE OF MICHIGAN)
)SS
COUNTY OF WAYNE)

On this 28th day of September, 1971, before me, a Notary Public in and for said County, personally appeared Leonard R. Farber to me personally known, who, being by me duly sworn, did say that he is the President of Republic Development Corporation, 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 R. Farber acknowledged said instrument to be the free act and deed of said corporation.

Helen Greenstein, Notary Public
Wayne County, Michigan

My commission expires 9/2/74

STATE OF MICHIGAN)
)SS
COUNTY OF WAYNE)

On this 28th day of September, 1971, before me personally appeared Leonard R. Farber who, being by me duly sworn did say that he is a partner of A & E Building Co. and that the said instrument was signed in behalf of said partnership by authority of its articles of agreement; and that the said partner acknowledged the said instrument to be the free act and deed of said partnership.

Helen Greenstein, Notary Public
Wayne County, Michigan

My commission expires 9/2/74

F638846

LI 17846 PA 321

EXHIBIT A

DESCRIPTION OF REAL ESTATE

Land in the Township of Canton, Wayne County, Michigan, described as: proposed Carriage Hills Subdivision No. 3 of part of the west 1/2 of Section 10 town 2 south range 8 east Canton Township, Wayne County, Michigan, and comprising Lots 325 to 495, both inclusive; commencing at the north 1/4 corner of said Section 10, town 3 south, range 8 east, Canton Township, Wayne County, Michigan, thence due south 1770.24 feet along the North-South 1/4 line of said Section 10 and the center line of Sheldon Road (86 feet wide) to the point of beginning; thence continuing along said north-south 1/4 line due south 908.64 feet to the center 1/4 corner of said Section 10; thence along the north-south 1/4 line of said Section 10, south 0 degrees 03 minutes 58 seconds east 163.04 feet; thence north 88 degrees 48 minutes 27 seconds west 1321.64 feet; thence north 0 degrees 10 minutes 10 seconds west 163.05 feet to a point of intersection with the east-west 1/4 line of said Section 10; thence north 0 degrees 00 minutes 05 seconds west 1500.05 feet; thence north 67 degrees 42 minutes 23 seconds east 35.34 feet; thence south 87 degrees 32 minutes 00 seconds east 613.35 feet; thence south 46 degrees 15 minutes 40 seconds east 876.41 feet to the west right-of-way line of Sheldon Road (86 feet wide); thence due east 43.00 feet to the point of beginning. Consisting of 171 lots and containing 45.681 acres.

Subject to the rights of the public and of any governmental unit in any part thereof taken used or deeded for street, road or highway purposes.

F638846

LI 17846 PA 322

EXHIBIT B

LEGAL DESCRIPTION

A parcel of land located in the S. W. 1/4 of Section 10, T. 2S. R. 8E., Canton Township, Wayne County, Michigan, is described as follows:

Commencing at the N. 1/4 corner of Section 10, thence along the N-S 1/4 line due South, 2678.88 feet to the center of said Section 10; thence along the E-W 1/4 line N. 88° 48' 27" W. 1321.93 ft.; thence S. 0° 10' 10" E. 163.05 ft. to the point of beginning; thence S. 88° 48' 27" E. 665.00 ft.; thence S. 01° 11' 33" W. 240.00 ft.; thence S. 31° 26' 56" W. 69.46 ft.; thence N. 88° 48' 27" W. 300.00 ft.; thence S. 76° 11' 33" W. 177.35 ft.; thence S. 44° 49' 50" W. 127.88 ft.; thence S. 89° 49' 50" W. 60.00 ft.; thence N. 0° 10' 10" W. 440.00 ft. containing 5.005 acres.

NOTE: THIS IS PARK 3 (HANRIDGE PARK)

(NOTE: THE TOWNSHIP RECOGNIZES THIS PARK AS HANFORD PARK)

PARCEL #71 039 01 0782 000

LEGAL DESCRIPTION

10D PRIVATE PARK HANFORD HANFORD PARK CARRIAGE HILLS SUB NO 5 123 R8E L94 P18,19
WCR

(see also Amendment #5)

**FOURTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

Recorded in Liber 17326, pages 202 through 214,
WCR (covering Carriage Hills Subdivision, NE
1/4 of Section 10 T 2S R 8E Canton Township,
Wayne County, Michigan, as recorded in Liber
92, page 16, 17 and 18, Wayne County Records)

WHEREAS the Declaration of Covenants, Conditions and Restrictions for Carriage Hills Subdivision, Canton Township, Michigan, contains a provision entitled Article VII - Annexation which provision provides the following:

The subject Subdivisions a part of a planned unit development covered by agreement between the Declarant and/or entities controlled by or entities affiliated with it, and the Charter Township of Canton, Wayne County, Michigan. Additional parcels of land to be used for common areas and recreation which are contained in the following:

1. The E 1/2 of the NW 1/4 of Section 10.
2. The NE 1/4 of the SW 1/4 of Section 10.
3. The N 1/2 of the SE 1/4 of Section 10.
4. The E 1/2 of the SE 1/4 of the SE 1/4 of Section 10.
5. The NE 1/4 of Section 10, except:
 - (a) A parcel beginning 542.6' E and 60' S of the N 1/4 corner and thence proceeding Easterly 625.68', Southerly 210.08', Westerly 625.25' and Northerly 209.45' and
 - (b) A parcel beginning 246' S of and 43' E of the N 1/4 corner and proceeding thence 270' E, 180' S, 270' W, and 180' N, and
 - (c) A parcel beginning 426' S of and 43' E of the N 1/4 corner and proceeding thence Easterly 400', Southerly 500', Westerly 400', and Northerly 500'.
6. The W 60 acres of the NW 1/4 of Section 11, except the North 420 ft. of the West 420 ft. thereof

may be annexed by the Declarant without the consent of members within 10 years of the date of this instrument, provided that the F.H.A. and the V.A. determine that the annexation is in accord with the general plan heretofore approved by them. With each annexation the Declarant will cause the Declaration of Covenants, Conditions and Restrictions to be amended to include the legal description of the annexed properties thereby imposing said restrictions upon same.

AND WHEREAS the Declarant is desirous of annexing Carriage Hills Subdivision No. 4 recorded in Liber 93 pages 94, 95 and 96, Wayne County Records as is more particularly described in Exhibit A attached hereto and made a part hereof and the common area adjacent thereto consisting of 5.116 acres more particularly described in Exhibit B attached hereto and made a part hereof.

AND WHEREAS said Annexation is in accordance with said Article VII - Annexation and it has been determined by the Federal Housing Administration and Veterans Administration that the annexation is in accord with the general plan heretofore approved by them and does approve this situation.

NOW THEREFORE pursuant to Article VII - Annexation Carriage Hills Subdivision No. 4, recorded in Liber 93 pages 94, 95 and 96 Wayne County Records as is more particularly described in Exhibit A attached hereto and made a part hereof and the common area adjacent hereto consisting of 5.116 acres as is more particularly described in Exhibit B attached hereto and made a part hereof; is HEREBY ANNEXED to Carriage Hills Homeowners Association, a Michigan non-profit corporation and is made subject to the Declaration of Covenants, Conditions and Restrictions as recorded in Liber 17326, pages 202 Through 214, Wayne County Records, Michigan.

IN WITNESS WHEREOF the undersigned have hereinto set their hand and seal this 5th day of July, 1971

REPUBLIC DEVELOPMENT CORPORATION
a Michigan corporation

By _____
Howard M. Binkow, Executive Vice-President

Helen Greenstein

Thomas F. Timlin

STATE OF MICHIGAN)
)SS
COUNTY OF WAYNE)

On this 5th day of July, 1972, before me, a Notary Public in and for said County, personally appeared Howard M. Binkow who me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of Republic Development Corporation, 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 Howard M. Binkow acknowledged said instrument to be the free act and deed of said corporation.

Helen Greenstein, Notary Public
Wayne County, Michigan

My commission expires 9/2/72

F726200

LI 18125 PA 878

EXHIBIT A

CARRIAGE HILLS SUBDIVISION NO. 4 OF PART OF THE N.W. 1/4 OF SECTION 11, T. 2S., R. 8E., CANTON TOWNSHIP, WAYNE COUNTY, MICHIGAN, and comprising lots 496 to 666, both inclusive; commencing at the W. 1/4 corner of Sec. 11, T. 2S., R. 8E., thence along the west line of said Sec 11, being coincident with the centerline of Morton-Taylor Road (120 ft wide) N. 0° 11' 33" W. 283.80 ft.; thence N. 89° 48' 27" E. 60.00 ft. to the point of beginning; thence along the east right-of-way line of Morton-Taylor (120 ft. wide) N. 0° 11' 33" W. 1934.78 ft.; thence N. 89° 14' 27" E. 360.00 ft.; thence N. 0° 11' 33" W. 360.00 ft.; thence along the south right-of-way line of Warren Road N. 89° 14' 27" E. 569.74 ft.; thence along the West Boundary of Willow Creek Subdivision No. 1 (L.93, P.23, 24 & 25) S. 0°11' 33" E. 1543.92 ft; thence S. 89° 48' 27" W. 130.69 ft.; thence S. 0° 11' 33" E. 120.00 ft.; thence S. 89° 48' 27" W. 189.00 ft.; thence S. 0° 11' 33" E. 606.42 ft; thence S. 33° 10' 11" W. 108.71 ft.; thence S. 47° 35' 30" W. 111.00 ft.; thence S. 89° 35' 04" W. 228.01 ft.; thence N. 79° 16' 17" W. 111.32 ft.; thence N. 49° 42' 55" W. 171.81 ft. to the point of beginning. Consisting of 171 lots and containing 42.422 acres.

F726200

LI 18125 PA 879

EXHIBIT B

Land in the Township of Canton, Wayne County, Michigan, described as: a parcel of land located in the northwest 1/4 of Section 11, Town 2 South, Range 8 East, Canton Township, Wayne County, Michigan is described as follows: Commencing at the west 1/4 corner of said Section 11, thence along the east-west 1/4 line of said Section 11, north 89 degrees 35 minutes 04 seconds east 60.00 feet to the point of beginning; thence along the east right-of-way line of Morton-Taylor Road (120 feet wide) north 0 degrees 11 minutes 33 seconds west 283.56 feet; thence south 49 degrees 42 minutes 55 seconds east 171.81 feet; thence south 79 degrees 16 minutes 17 seconds east 111.32 feet; thence north 89 degrees 35 minutes 04 seconds east 228.01 feet; thence north 47 degrees 35 minutes 30 seconds east 111.00 feet; thence north 33 degrees 10 minutes 11 seconds east 108.71 feet; thence north 0 degrees 11 minutes 33 seconds west 29.42 feet; thence north 89 degrees 48 minutes 27 seconds east 319.69 feet; thence south 0 degrees 11 minutes 33 seconds east 343.00 feet; thence along the east-west 1/4 line of said Section 11, south 89 degrees 35 minutes 04 seconds west 929.70 feet to the point of beginning

NOTE: THIS IS PARK 4 (PAUL REVERE PARK)

PARCEL # 042 99 0002 003

LEGAL DESCRIPTION

11V1A1A PT OF NW 1/4 OF SEC 11 T2S R8E BEG N89DEG 35M 04S E 60.00 FT FROM W 1/4 COR OF SEC 11 TH N0DEG 11M 33S W 283.57FT TH S49DEG 42M 55S E 171.81FT TH S79DEG 16M 17S E 111.32FT TH N89DEG 35M 04S E 228.01FT TH N47DEG 35M 30S E 111FT TH N33DEG 10M 11S E 108.71FT TH N0DEG 11M 33S W 29.42FT TH N89DEG 48M 27S E 319.69FT TH S0DEG 11 M 33S 343.00FT TH S89DEG 35M 04S W 929.70FT POB 5.12 AC

**FIFTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

Recorded in Liber 17326, pages 202 through 214,
WCR (covering Carriage Hills Subdivision, NE
1/4 of Section 10 T 2S R 8E Canton Township,
Wayne County, Michigan, as recorded in Liber
92, page 16, 17 and 18, Wayne County Records)

WHEREAS the Declaration of Covenants, Conditions and Restrictions for Carriage Hills Subdivision, Canton Township, Michigan, contains a provision entitled Article VII - Annexation which provision provides the following:

The subject Subdivisions a part of a planned unit development covered by agreement between the Declarant and/or entities controlled by or entities affiliated with it, and the Charter Township of Canton, Wayne County, Michigan. Additional parcels of land to be used for common areas and recreation which are contained n the following:

1. The E 1/2 of the NW 1/4 of Section 10.
2. The NE 1/4 of the SW 1/4 of Section 10.
3. The N 1/2 of the SE 1/4 of Section 10.
4. The E 1/2 of the SE 1/4 of the SE 1/4 of Section 10.
5. The NE 1/4 of Section 10, except:
 - (a) A parcel beginning 542.6' E and 60' S of the N 1/4 corner and thence proceeding Easterly 625.68', Southerly 210.08', Westerly 625.25' and Northerly 209.45' and
 - (b) A parcel beginning 246' S of and 43' E of the N 1/4 corner and proceeding thence 270' E, 180' S, 270' W, and 180' N, and
 - (c) A parcel beginning 426' S of and 43' E of the N 1/4 corner and proceeding thence Easterly 400', Southerly 500', Westerly 400', and Northerly 500'.
6. The W 60 acres of the NW 1/4 of Section 11, except the North 420 ft. of the West 420 ft. thereof

may be annexed by the Declarant without the consent of members within 10 years of the date of this instrument, provided that the F.H.A. and the V.A. determine that the annexation is in accord with the general plan heretofore approved by them. With each annexation the Declarant will cause the Declaration of Covenants, Conditions and Restrictions to be amended to include the legal description of the annexed properties thereby imposing said restrictions upon same.

AND WHEREAS the Declarant is desirous of annexing Carriage Hills Subdivision No. 5 recorded in Liber 94 pages 18 and 19 Wayne County records as is more particularly described in Exhibit A attached hereto.

AND WHEREAS said Annexation is in accordance with said Article VII - Annexation and it has been determined by the Federal Housing Administration and Veterans Administration that the annexation is in accord with the general plan heretofore approved by them and does approve this annexation

NOW THEREFORE PURSUANT TO Article VII - Annexation, Carriage Hills Subdivision No. 5, recorded in Liber 94, pages 18 and 19, Wayne County Records as is more particularly described in Exhibit A attached hereto and made a part hereof; IS HEREBY ANNEXED to Carriage Hills Homeowners Association, a Michigan non-profit corporation and is made subject to the Declaration of Covenants, Conditions and Restrictions as recorded in Liber 17326, pages 202 through 214, Wayne County Records, Michigan.

IN WITNESS WHEREOF the undersigned have hereinto set their hand and seal this 13th day of October, 1972.

REPUBLIC DEVELOPMENT CORPORATION,
a Michigan corporation

By _____
Howard M. Binkow, Executive Vice President

Thomas F. Timlin

Helen Greenstein

STATE OF MICHIGAN)
)SS
COUNTY OF WAYNE)

On this 13th day of October, 1972, before me, a Notary Public in and for said County, personally appeared Howard M. Binkow, to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of Republic Development Corporation 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 Howard M. Binkow acknowledged said instrument to be the free act and deed of said corporation,

Helen Greenstein, Notary Public
Wayne County, Michigan

My Commission expires 9/2/72

Prepared by and when recorded return to:
Thomas F. Timlin
14201 W. Eight Mile Road
Detroit, Michigan 48235

F757103

LI 18232 PA 194

EXHIBIT A

DESCRIPTION OF REAL ESTATE

CARRIAGE HILLS SUBDIVISION NO. 5 of part of the S. W. 1/4 of Section 10 T. 2 S., R. 8 E., Canton Township, Wayne County, Michigan, and comprising lots 667 to 781, both inclusive, and Hanford Park (private park); commencing at the south 1/4 corner of Section 10, T. 2 S., R. 8 E., thence along the N-S 1/4 section line of said Section 10, N. 0° 03' 58" W. 1320.38 ft. to the point of beginning; thence N. 89° 26' 55" W. 1319.29 ft.; thence N. 0° 10' 10" W. 1163.83 ft., thence S. 88° 48' 27" E. 1321.64 ft. along the south boundary line of "Carriage Hills Subdivision No. 3" (Liber 93, pages 28 and 29 of Plats); thence S. 0° 03' 58" E. 1149.01 ft. along the N-S 1/4 line of said Section 10 being coincident with the centerline of Sheldon Road, 86 feet wide, to the point of beginning. Consisting of 115 lots and Hanford Park (private park) and containing 35.050 acres.

**SIXTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

Recorded in Liber 17326, pages 202 through 214,
WCR (covering Carriage Hills Subdivision, NE
1/4 of Section 10 T 2S R 8E Canton Township,
Wayne County, Michigan, as recorded in Liber
92, page 16, 17 and 18, Wayne County Records)

WHEREAS the Declaration of Covenants, Conditions and Restrictions for Carriage Hills Subdivision, Canton Township, Michigan, contains a provision entitled Article VII - Annexation which provision provides the following:

The subject Subdivisions a part of a planned unit development covered by agreement between the Declarant and/or entities controlled by or entities affiliated with it, and the Charter Township of Canton, Wayne County, Michigan. Additional parcels of land to be used for common areas and recreation which are contained in the following:

1. The E 1/2 of the NW 1/4 of Section 10.
2. The NE 1/4 of the SW 1/4 of Section 10.
3. The N 1/2 of the SE 1/4 of Section 10.
4. The E 1/2 of the SE 1/4 of the SE 1/4 of Section 10.
5. The NE 1/4 of Section 10, except:
 - (a) A parcel beginning 542.6' E and 60' S of the N 1/4 corner and thence proceeding Easterly 625.68', Southerly 210.08', Westerly 625.25' and Northerly 209.45' and
 - (b) A parcel beginning 246' S of and 43' E of the N 1/4 corner and proceeding thence 270' E, 180' S, 270' W, and 180' N, and
 - (c) A parcel beginning 426' S of and 43' E of the N 1/4 corner and proceeding thence Easterly 400', Southerly 500', Westerly 400', and Northerly 500'.
6. The W 60 acres of the NW 1/4 of Section 11, except the North 420 ft. of the West 420 ft. thereof

may be annexed by the Declarant without the consent of members within 10 years of the date of this instrument, provided that the F.H.A. and the V.A. determine that the annexation is in accord with the general plan heretofore approved by them. With each annexation the Declarant will cause the Declaration of Covenants, Conditions and Restrictions to be amended to include the legal description of the annexed properties thereby imposing said restrictions upon same.

AND WHEREAS the Declarant is desirous of annexing Carriage Hills Subdivision No. 6 recorded in Liber 94 pages 75 through 77 Wayne County Records as is more particularly described in Exhibit A attached hereto.

F807440

LI 18403 PA 865

AND WHEREAS said Annexation is in accordance with said Article VII - Annexation and it has been determined by The Federal Housing Administration and Veterans Administration that the annexation is in accord with the general plan heretofore approved by them and does approve this annexation.

NOW THEREFORE PURSUANT TO Article VII - Annexation, Carriage Hills Subdivision No. 6, recorded in Liber 94, pages 75 through 77, Wayne County Records as is more particularly described in Exhibit A attached hereto and made a part hereof; IS HEREBY ANNEXED to Carriage Hills Homeowners Association, a Michigan non-profit corporation and is made subject to the Declaration of Covenants, Conditions and Restrictions as recorded in Liber 17326, pages 202 through 214, Wayne County Records, Michigan.

IN WITNESS WHEREOF the undersigned have hereunto set its hand and seal this 9th day of April, 1973.

REPUBLIC DEVELOPMENT CORPORATION,
a Michigan corporation

Helen Greenstein

By _____
Leonard R. Farber, President

Mary Sue Streit

STATE OF MICHIGAN)
)SS
COUNTY OF WAYNE)

On this 9th day of April, 1973, before me, a Notary Public in and for said County, personally appeared Leonard R. Farber, to me personally known, being by me duly sworn, did say that he is the President of Republic Development Corporation, 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 R. Farber acknowledged said instrument to be the free act and deed of said corporation.

Helen Greenstein, Notary Public, Wayne County,
Michigan

My Commission expires 9/2/74

Prepared by and when recorded return to:
Leonard R. Farber
14201 West Eight Mile Road
Detroit, Michigan 48235

F807440

LI 18403 PA 866

LEGAL DESCRIPTION

EXHIBIT A

CARRIAGE HILLS SUBDIVISION NO. 6 OF PART OF THE S.E. 1/4 OF SECTION 10, T. 2 S., R. 8 E., CANTON TOWNSHIP, WAYNE COUNTY, MICHIGAN and comprising Lots 782 to 987, both inclusive; commencing at the South 1/4 corner of Section 10, T. 2 S., R. 8 E.; thence along the N-S 1/4 section line (said line being coincident with the centerline of Sheldon Road, (66 ft. wide) N. 00° 03' 58" W. 1320.34 ft.; hence S. 88° 54' 14" E. 43.01 ft. to the point of beginning; thence along the east right-of-way line of Sheldon Road (86 ft. wide) N. 0° 03' 58" W. 1149.92 ft. to the southwest corner of "Carriage Hills subdivision No. 2" (as recorded in Liber 92, pages 99, 100 and 101 of Plats, Wayne County Records); thence along the southerly boundary line of said "Carriage Hills Subdivision No. 2"; N. 89° 56' 02" E. 250.00 ft and S. 76° 10' 09" E. 208.46 ft. and S. 1° 05' 46" W. 23.17 ft. and S. 88° 54' 14" E. 60.00 ft. and S. 69° 17' 17" E. 243.38 ft. and S. 74° 54' 00" E. 129.45 ft. and S. 80° 30' 48" E. 129.45 ft. and S. 87° 00' 00" E. 129.37 ft. and S. 88° 55' 57" E. 190.00 ft.; thence S. 13° 38' 46" W. 260.74 ft.; thence S. 1° 05' 46" W. 395.00 ft.; thence S. 88° 54' 14" E. 980.00 ft.; thence N. 1° 05' 46" E. 318.00 ft.; thence N. 16° 01' 59" W. 274.09 ft.; thence N. 1° 04' 03" E. 70.00 ft. to a point on the south line of "Carriage Hills Subdivision No. 2" (as recorded in Liber 92, pages 99, 100 and 101 of Plats, Wayne County Records), thence along the south boundary line of said "Carriage Hills Subdivision No. 2" S. 88° 55' 57" E. 457.42 ft. to a point on the east line of said Section 10; thence along said east section line S. 0° 05' 10" E. 1618.65 ft. being in part along the westerly boundary of Willow Creek Subdivision No. 3 (L. 94, P. 22, 23 and 24 of Plats, Wayne County Records) and Willow Creek Subdivision No. 4 (L. 94, P. 36 and 37 of Plats, Wayne County Records), thence N. 88° 55' 13" W. 667.32 ft.; thence N. 0° 11' 34" E. 668.42 ft.; thence N. 88° 54' 14" W. 1947.72 to the point of beginning, consisting of 206 lots and containing 55.921 acres.