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RUTH JOHNSON, CLERK/REGISTER OF DEEDS

**AMENDED AND RESTATED  
DECLARATION OF COVENANTS,  
EASEMENTS, BUILDING AND USE RESTRICTIONS**

**MEADOWGLEN SUBDIVISION**

The Declaration of Covenants, Easements, Building and Use Restrictions of Meadowglen Subdivision was recorded on August 27, 1978, in Liber 7291, Pages 175 through 196, Oakland County Records and as amended by the First Amendment recorded on October 4, 1979, in Liber 7649, Pages 196 through 201, Oakland County Records (hereinafter "Declaration").

The Declaration applies to certain property in the City of Farmington Hills (hereinafter "City"), County of Oakland, State of Michigan, which is more particularly described as:

Lots 1 through 254 inclusive and Meadowglen Parks 1, 2, 3, 4 and 5 (Private Parks) Meadowglen Subdivision, Part of the SE ¼ of Section 30, T1N, R9E, City of Farmington Hills, Oakland County, Michigan, according to the plat thereof, as recorded in Liber 159, Pages 28 through 31, inclusive (hereinafter "Property").

Pursuant to the Declaration all of the Property is subject to certain covenants, building and use restrictions intended to assure the beauty, betterment, protection, harmony of external design and appearance of the Property and to maintain the value and desirability of the Property;

All of the Property shall be held, sold and conveyed subject to the following covenants, easements, building and use restrictions which shall run with the real property and be binding on all parties having any right, title or interest in the described Property 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 the Meadowglen Homeowners Association, a Michigan nonprofit corporation, doing business as Farmington Square Homeowners Association, its successors and assigns.

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

of an obligation. When more than one person or entity has an interest in the fee simple title to any Lot, the interest of all such persons collectively shall be that of a single Owner.

Section 3. "Property" shall mean and refer to that certain real property hereinbefore described comprising Meadowglen Subdivision (and all parks contained therein).

Section 4. "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision plat of the Property.

Section 5. "Subdivision" shall mean and refer to the recorded 254 Lot subdivision plat of the Property.

Section 6. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association is described as follows:

Meadowglen Parks 1, 2, 3, 4 and 5 (Private Parks) being part of Meadowglen Subdivision according to the plat thereof as recorded in Liber 159, Pages 28 through 31 inclusive.

## **ARTICLE II**

### **PROPERTY RIGHTS**

Section 1. Owner's Easements of Enjoyment: 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 Areas;
- (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 agreeing to such dedication or transfer signed by two-thirds of the members has been recorded;

Section 2. Delegation of Use: Any Owner may delegate in accordance with the Bylaws, his rights of enjoyment in and to the Common Area and facilities to the members of his family, his tenants, or contract purchasers all who must reside on the Property.

**ARTICLE III**  
**MEADOWGLEN HOMEOWNER ASSOCIATION**  
**PURPOSES, MEMBERSHIP AND VOTING RIGHTS**

Section 1. Purposes: The Association is incorporated as a non-stock Michigan nonprofit corporation. The purposes for which the Association is incorporated are enumerated in the Articles of Incorporation of said corporation as filed with the State of Michigan, Department of Labor and Economic Growth.

Section 2. Membership: Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 3. Voting Rights: Every Owner shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

**ARTICLE IV**  
**ASSESSMENTS**

Section 1. Purposes of Assessments: Assessments shall be levied by the Association and used exclusively to promote the recreation, health, safety and welfare of the residents in the Property and for the improvement and maintenance of the Property, including, but not limited to the Common Area.

Section 2. Responsibility for Maintenance: The Association shall be responsible to the City for the maintenance and operation of the Common Area.

In the event that the Owners or the Association shall at any time fail to maintain the Common Area in reasonable order and condition, the City, pursuant to that certain Agreement for Planned Unit Development dated June 26, 1978 and recorded at Liber 7265, Page 240, Oakland County Records, may serve written notice upon the Association or upon said Owners setting forth the manner in which the Owners or the Association has failed to maintain the Common Area in reasonable condition and said notice shall include a demand that deficiencies of maintenance shall be cured within ten (10) days thereof. However, should an emergency threatening the public health, safety and general welfare of the public be determined by the City to exist, the City shall have the right to take immediate corrective action.

Section 3. City Maintenance: If the deficiencies set forth in a notice under Section 2 of this Article shall not be cured within 30 days or any extension thereof, the City, in order to preserve the taxable value of the properties within the subdivision and to prevent the Common Area from becoming a public nuisance may enter upon the Subdivision and maintain the same until the Association is able to so do. Said maintenance by the City shall not constitute a taking however, nor vest in the public any right to use the same.

When it is determined that the Association is ready to maintain the Common Area in reasonable condition, the City shall cease to maintain the same.

Section 4. Cost of Maintenance: The cost of such maintenance by the City shall be charged to the Association, and if not paid, shall be assessed equally against all Lots within the Subdivision and shall become a lien on said Lots.

Section 5. Notice: The City at the time of entering upon said Subdivision for the purpose of maintenance shall notify the Association of said act by registered letter, except where entry is made for inspection or corrective work.

Section 6. Creation of the Lien and Personal Obligation for Assessments: Each Owner of any Lot within the Property by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant, and agrees to pay to the Association:

1. annual assessments or charges;
2. interest at eight (8%) percent per annum or late charges as levied by the Association; and
3. all costs of collection including but not limited to actual attorney fees (not statutory fees).

The annual assessments, together with interest, late fees and actual attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and actual collection and attorney's fees, shall be the personal obligation of the Owner (whether one or more persons) of such Lot at the time when the assessment fell due. In addition to an Owner who is also a land contract seller, the land contract purchaser shall be personally liable for the payment of all assessments (including late charges and costs of collection and enforcement of payment) pertinent to the Lot which are levied up to and including the date upon which the land contract seller actually takes possession of the Lot following extinguishment of all rights of the land contract purchaser in the Lot.

Section 7. Amount of Annual Assessments:

- (a) The Annual Assessment for 2008 is \$170.00 per lot;
- (b) The Annual Assessment may be increased by the Board of Directors each year, but not more than five (5) percent above the assessment for the previous year without a vote of the membership;
- (c) The Annual Assessment may be increased above five (5%) percent by a vote of two-thirds of members who are voting in person or by proxy, at a meeting duly called for this purpose.

Written notice of any meeting called for the purpose of taking any action authorized under this Section shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast 60% of all the votes 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 of the required quorum at

the preceding meeting, and so on until a quorum is attained. No subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 8. Uniform Rate of Assessment: Annual assessments must be fixed at a uniform rate, equal for all Lots, and may be collected on a monthly basis.

Section 9. Annual Assessments Due Dates: The Board of Directors shall fix the amount of the annual assessment against each Lot at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. Failure by the Board to comply with these requirements will not relieve an Owner of his/her obligation to pay assessments. Annual assessments shall be due prior to March 1 of each year, from all Owners of record on January 1 of each year. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of Association setting forth whether the assessments on a specific Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 10. Effect of Nonpayment of Assessments – Remedies of the Association: Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of eight (8%) percent per annum. A late charge in the amount of \$25.00 per month, or such other amount as may be determined by the Board of Directors effective upon fifteen (15) days notice to the members of the Association, shall be assessed automatically by the Association upon any assessment in default until paid in full. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot or the failure of the Association to provide services to the Subdivision.

All payments shall be applied first against late charges, attorney fees, interest and costs and thereafter against assessments in order of oldest delinquency.

The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the lien that secures payment of assessments, or both. No Owner may assert in answer or set-off to a complaint brought by the Association for nonpayment of assessments the fact that the Association or its agents have not provided services or management to the Owner.

Each Owner, and every other person who from time to time has any interest in the Subdivision, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Owner and every other person who from time to time has any interest in the Subdivision, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Lot with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Owner who purchases a Lot in the Subdivision acknowledges that at the time of acquiring title to such Lot, the Owner was notified of the provisions of this Section and that the Owner voluntarily, intelligently and

knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Lot. The Association, acting on behalf of all Owners, may bid in at the foreclosure sale, and acquire, hold, lease, mortgage or convey the Lot.

Notwithstanding the foregoing, neither a judicial foreclosure action shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Owner(s) at his/her or their last known address, a written notice that assessment(s) levied against the pertinent Lot is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written Affidavit of an authorized representative of the Association that sets forth (i) the Affiant's capacity to make the Affidavit, (ii) the authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Lot(s), and (v) the name(s) of the Owner(s) of record. Such Affidavit shall be recorded in the office of the Register of Deeds in the County in which the Lot is located prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the Owner and shall inform the Owner that he/she may request a judicial hearing by bringing suit against the Association.

The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorney's fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Owner in default and shall be secured by the lien on the Owner's Lot. An Owner in default shall not be entitled to utilize any of the Common Areas, shall not be entitled to vote at any meeting of the Association, and shall not be entitled to run for election as a director or be appointed an officer of the Association, and shall not vote as, or otherwise serve as, a director or officer, so long as such default continues; provided, however, this provision shall not operate to deprive any Owner of ingress or egress to and from the Owner's Lot.

Section 11. Subordination of the Lien to Mortgages: The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage recorded before the assessment lien is recorded. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer; provided however the prorated portion, prorated from the date of sale or transfer, applicable to the balance of the year following the sale or transfer shall not be extinguished. No sale or transfer shall relieve such Lot from liability, or from the lien securing the obligation, for any assessments thereafter becoming due, or the portion of the current assessment prorated and applicable to the period after the sale or transfer. For the purposes of this section, the date of sale or transfer shall include the date of a Sheriff's Deed.

**ARTICLE V**  
**BUILDING AND USE RESTRICTIONS**

Section 1. Residential Lots: All of the above Lots shall be used for residential purposes only, and for no other purpose whatsoever.

Section 2. Nuisances; Activities: No noxious or offensive activity shall be permitted in the Subdivision nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, any activity involving the use of firearms, air rifles, paintball guns, pellet guns, BB guns, bows and arrows, or similar dangerous weapons, projectiles or devices; and no such weapons or devices shall be transported through, or carried or used in a Common Area. Excessive noise and conducting any activities within the Common Areas that has the effect of unreasonably precluding other Owners, their families and guests, from using the Common Areas is prohibited. Littering in the Subdivision is prohibited.

Owners shall be responsible for the conduct of their families and guests within the Common Areas to assure that they conform to these Building and Use Restrictions.

Section 3. Structures: No structures shall be erected, altered or permitted to remain on any Lot in the Subdivision other than one detached single family dwelling, and occupied by a single family for residential purposes only. Each dwelling shall have an attached garage to accommodate at least two but not more than four vehicles. Outbuildings, including but not limited to, sheds of any kind, whether or not attached to the main residence or garage, are prohibited.

Section 4. Building Setbacks: Unless the City will permit a lesser requirement and grant a variance therefore, all dwellings shall be located not less than 35 feet from the front lot line. On any Lot having a curved front lot line, the dwelling shall be located 35 feet from the middle point of the front lot line. Dwellings on corner Lots shall be located 35 feet from both the front lot line and the side lot line adjacent to a street. A rear yard of not less than 35 feet shall be maintained on each Lot. No structure shall be erected within eight (8) feet of any side Lot line unless the total of both side yards is a minimum of 20 feet and any one of the side yards is a minimum of eight (8) feet.

Section 5. Floor Area Requirements: For the purpose of this Declaration a one-story dwelling shall be considered a dwelling in which the entire usable living area is on one floor; a story-and-a-half dwelling shall be considered a dwelling in which substantially one-third of the useable living are is on the second floor; a two-story dwelling shall be considered a dwelling in which substantially one-third or more of the useable living area is on the second floor; a tri-level dwelling shall be considered a dwelling having three separate distinct levels of living area, excluding basements; a bi-level dwelling shall be considered a dwelling having two separate levels of living area, the lower level having at least one-half of its height above the front grade level.

All dwellings erected or placed in the Subdivision shall have a ground floor area of the main structure, exclusive of one-story porches, open or enclosed breezeways and garages, of not less than 1200 square feet in the case of a one-story with a basement; not less than 800

square feet in the case of a story-and-a-half structure; not less than 800 square feet in the case of a two-story structure. Tri-level homes shall have not less than 1600 square feet on three levels; bi-level homes shall have not less than 1000 square feet on one level; one-story homes without basements shall have not less than 1500 square feet of ground floor area. Rear-facing basements shall not be considered as part of the living area, nor shall garages or porches whether or not enclosed and heated. For the purposes herein a quad-level shall be treated in the same fashion as a tri-level home as stated above except that the fourth level, being the basement level, shall not be used in computation of the required square footage.

Section 6. Building Material Requirements: The exterior elevation walls of all buildings including all enclosed heated areas and garages shall be constructed of siding as hereinafter provided or of natural stone, pressed brick, mission brick or other brick of equal quality. Artificial stone shall not be used. Cedar, white pine, aluminum or cypress horizontal siding with an exposure to the weather not less than four inches, and vertical tongue and groove siding may be used for the exterior.

Cinder or concrete blocks shall not be used so as to be visible from the exterior of the building. No stucco, cement or asbestos siding or used materials, other than reclaimed bricks, shall be used in the exterior of any building

Section 7. Multiple Lots: In the event one or more Lots or parts of Lots are developed as a unit, all restrictions herein contained shall apply to such resulting unit as to any single Lot.

Section 8. Maintenance. Each Owner shall maintain the improvements on his Lot, including the home, garage, mailboxes and any other approved structures in a safe, clean and sanitary condition. Without limitation, peeling paint, foggy windows, rotten trim or flat panels, unsightly or damaged roofs, damaged gutters, damaged or cracked driveways, damaged or sagging mailboxes are prohibited and must be repaired or replaced at the Lot Owner's cost as necessary, and as may be reasonably be required by the Board of Directors.

Section 9. Temporary Structures: Residence in any temporary building of any description is prohibited and no structure of a temporary character, trailer, tent, shack, barn or other outbuildings, nor old or used buildings shall be placed, erected or moved onto any Lot at any time either temporarily or permanently, except structures to be used by builders for storage or materials during the construction period.

Section 10. Signs: No sign of any kind shall be displayed to the public on any Lot except one professional sign of not more than one square foot, or one sign of not more than five square feet advertising a Lot for sale or rent.

Section 11. Inflatable Pools. No inflatable pools larger than six feet in diameter or 30 square feet in area and/or 18 inches in height are permitted in the yards.

Section 12. Vehicles: No commercial vehicles, house trailers or mobile homes, boats or boat trailers shall be permitted to be stored on any Lot in the Subdivision unless such vehicles are parked or stored in a garage on the Lot which conforms to the requirements pertaining to the construction of garages as set forth above.



No inoperative vehicles shall be stored upon any Lot at any time. Vehicles or parts of vehicles presenting an objectionable appearance because of condition or state of disrepair are prohibited.

No motorized vehicles, electric or otherwise, shall be permitted upon any Common Area; provided, however, that contractors may access Common Areas with motorized vehicles upon prior written approval of the Board of Directors.

Section 13. Animals: No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept provided they do not become an annoyance or nuisance to the neighborhood; nor are any animals to be bred, kept or maintained for any commercial purpose. Any animals shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be allowed within the Subdivision. All dogs must be kept on a leash in the Common Areas at all times. Each Owner shall be responsible for the immediate collection and proper disposal of all fecal matter deposited by any pet maintained by such Owner. No dog which barks and can be heard on a frequent or continuing basis such as to be a nuisance to other Lot Owners is permitted. Permitted animals must be housed within the confines of dwellings or within outbuildings, animal shelters or pens erected with written approval of the Association pursuant to Article VI, Section 3 hereof. Such approval shall be given only if the Association determines that the construction of such outbuilding, shelter or pen will not adversely affect the use, enjoyment or value of adjacent property.

Section 14. Fences: No fence of any kind shall be permitted to be erected, maintained or placed upon any Lot except as approved pursuant to Article VI, Section 3 hereof.

In addition to the requirements of said Article VI, Section 3, the guidelines for approval of any fence shall include consideration of the requirements of all applicable governmental authorities for fencing of pool or other areas.

Section 15. Satellite Dishes. No satellite dish larger than one meter (39.37 inches) in diameter is permitted. The location of satellite dishes shall be established by rules and regulations adopted by the Board of Directors in conformance with the Federal Communications Commissions' regulations as may exist from time to time. Such rules shall not unreasonably delay or prevent installation, maintenance or use of a permitted dish; unreasonably increase the cost of installation, maintenance or use of a permitted dish or preclude reception of an acceptable quality signal. Such rules and regulations may establish locations where a dish may not be installed as long as the preceding rules are not violated. An approved dish shall not be installed on the front or side planes of a house or garage, nor on the front portion of a roof of a house (the portion of the roof sloping toward the front of a Lot) and shall be shielded from view to the maximum extent possible; provided, however, that nothing herein requires installation where an acceptable quality signal cannot be received or which will trigger excessive costs.

Section 16. Sight Distances: No fence, wall, hedge or shrub planting which obstructs the sight line at elevations between two and one-half and six 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 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of a street property line with the edge of a driveway or alley pavement. 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 sight lines.

Section 17. Easements and Maintenance: An easement is reserved as shown on the recorded plat over each of the said Lots for the installation and maintenance of public utilities and the Common Areas, and no structure of any kind shall be erected or maintained upon the easements.

Except as otherwise provided herein, each owner shall maintain the surface area of easements within his property to keep grass and weeds cut, to keep the area free of trash and debris and to take such action as may be necessary to eliminate or minimize surface erosion. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

Dumping of rubbish, trash, garbage or other waste is strictly prohibited. All trash and waste shall be kept in sanitary containers and all such containers shall be kept in a clean and sanitary condition and any disposal of trash or waste shall be in conformance with all municipal regulations. Incinerators and similar burning equipment are prohibited.

Section 18. Lawns: When weeds or grass located on any Lot exceed six inches in height, the Owner shall mow or cut the weeds and grass over the entire lot. If an Owner fails to mow or cut weeds or grass on the Owner's Lot within ten (10) days after written notice, the Association may perform such work and the costs shall be assessed to the Owner and become a lien upon the Lot as provided in Article IV, Section 6 of this Declaration.

Section 19. Reciprocal Negative Easements: No mutual or reciprocal negative easement shall be deemed to arise or be created hereunder with respect to any lands situated outside the boundaries of the Subdivision.

## **ARTICLE VI** **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, covenants, liens and charges now or hereafter imposed by the provisions of this Declaration. In the event the Association prevails in any action to enforce the terms of this Declaration, the Association shall be entitled to reasonable attorney fees as determined by the Court. In no event shall an Owner be entitled to an award of attorney fees against the Association. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

The Association shall not be liable for damages to any person submitting plans for approval or to any owner or owners of land covered by this instrument by reason of mistake in judgment, negligence or nonfeasance of itself, its agents or employees arising out of or in connection with the approval or disapproval or failure to approve any plans or specifications, or the enforcing or failure to do any act which the Association is empowered to perform hereunder.

Section 2. Lawful Compliance: Owners shall comply with all laws, orders and regulations of the City, County, State, or any other governmental agency having jurisdiction over the premises with respect to the maintenance, construction upon and occupation of the premises, all at Owner's sole expense.

Section 3. Additions and Alterations: No addition to or change or alteration to any structure, except subdivision monuments, entrances and interior alterations shall be made, nor shall any swimming pool extending above ground more than two (2) feet, pool enclosure, fence, garden wall, patio screen, dog run, or similar devices, hot tubs, ponds, water gardens and/or structures be permitted until the plans and specifications thereof shall, prior to the start of construction, have first been submitted in writing to and approved by the Association. In approving any of the plans and specifications of the hereinabove mentioned devices and/or structures the Association shall have the right to take into consideration the location and grade of all proposed buildings and structures and all applicable governmental regulations. The Association shall approve of such plans and specifications only upon its determination that: (a) the size, height, shape and design of the building or structure and the materials to be used will harmonize with and are of a character similar to or compatible with the design and materials of other existing or proposed developments within the subdivision; (b) the location of the building or structure and all improvements to be placed on the lot will not detract from the general character and development within the subdivision; (c) such proposed building or structure will comply with all provisions of these restrictions; and consideration of the grades and elevation of other buildings and structures existing and proposed, the drainage plan for the subdivision and the existing contour of the land.

The Association shall have the right to refuse to approve any such plans or specifications which are not suitable or desirable in its opinion for aesthetic or other reasons, and may require suitable screening with adequate shrubs, landscape materials or other modifications. The purpose of this Section is to cause the subdivision to be maintained as a beautiful, harmonious, private, residential area, and if a disagreement on the points set forth in this paragraph should arise, the decision of the Association shall control.

In the event the Association shall have failed to approve or disapprove such plans and locations within 30 days after the same shall have been delivered to the Association, then such approval will not be required provided the plans and location on the Lot conform to this Declaration and applicable zoning laws and provided that the plans and location on the Lot are harmonious with existing structures.

Section 4. Severability: Invalidation of any of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions hereof which shall remain in full force and effect.

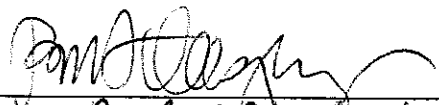
Section 5. Amendment: The conditions, covenants and restrictions of this Declaration shall run with and bind the land, for a term of ten (10) years from the date this Amended and Restated Declaration is recorded after which time they shall be automatically extended for

successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than 75% of the Lot Owners and the City of Farmington Hills. Any amendment changing or modifying this Declaration in whole or in part must be recorded.

Section 6. Agreement for Planned Unit Development: The Association and all Lot Owners are also governed by the terms and conditions of that certain Agreement for Planned Unit Development with the City of Farmington Hills dated June 26, 1978, as recorded in Liber 7265, Pages 240 through 247 inclusive.


IN WITNESS WHEREOF, the Association has hereunto set its hand and seal this 13 day of March, 2009.

MEADOWGLEN SUBDIVISION  
HOMEOWNERS ASSOCIATION d/b/a  
FARMINGTON SQUARE  
HOMEOWNERS ASSOCIATION

By:   
Name: Paul J. Oleszkowicz  
Title: President

**CERTIFICATION**


The undersigned, being the President of Farmington Square Homeowners Association, an assumed name of Meadowglen Homeowners Association, hereby certifies that the foregoing Amended and Restated Declaration of Covenants, Easements, Building and Use Restrictions of Meadowglen Subdivision received the affirmative written approval of more than 75% of the Owners/Members of the Association.

  
Name: Paul J. Oleszkowicz President

STATE OF MICHIGAN     )  
                                  ) ss  
COUNTY OF OAKLAND )

LAURA CABLE  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF MACOMB  
MY COMMISSION EXPIRES Nov 8, 2014  
ACTING IN COUNTY OF OAKLAND

The foregoing Amended and Restated Declaration of Covenants, Easements, Building and Use Restrictions of Meadowglen Subdivision was acknowledged before me, a notary public, on this 13<sup>th</sup> day of MARCH, 2009 by PAUL J. OLESZKOWICZ, President of Farmington Square Homeowners Association, an assumed name of Meadowglen Homeowners Association, a Michigan non-profit corporation, on behalf of the corporation.

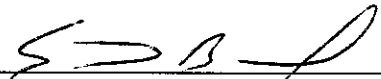
  
Notary Public  
12


**APPROVAL**

The City of Farmington Hills approves the foregoing Amended and Restated Declaration of Covenants, Easements, Building and Use Restrictions of Meadowglen Subdivision.

APPROVED:


CITY OF FARMINGTON HILLS, a  
Michigan Municipal Corporation

By:   
Name: STEVE BROOK  
Its: City Manager

By:   
Name: KATHRYN A. DORNAN  
Its: City Clerk

STATE OF MICHIGAN )  
                                  ) SS  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of April, 2009, by Steve Brook, City Manager of the City of Farmington Hills, a Michigan Municipal Corporation, on behalf of the Corporation

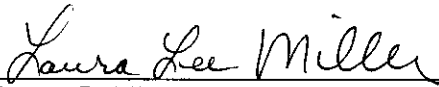
  
Notary Public DEBRA S. ALLEN

**DEBRA S. ALLEN**  
Notary Public, Oakland Co., MI  
Commission Expires Aug. 12, 2013

STATE OF MICHIGAN )  
                                  ) SS  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of April, 2009, by Kathryn A. Dornan, City Clerk of the City of Farmington Hills, a Michigan Municipal Corporation, on behalf of the Corporation

**Laura Lee Miller**  
Notary Public, Livingston Co., MI  
My Commission Expires Sept. 21, 2014  
Acting in Oakland Co., MI

  
Notary Public

Drafted by + return to: Steven E. Hall, 31731 Northwestern Hwy  
Suite 155  
Farmington Hills, MI  
48334