

CITY OF FARMINGTON HILLS
AGREEMENT FOR PLANNED UNIT DEVELOPMENT
FARMINGTON HILLS HUNT CLUB

THIS AGREEMENT is made this 11th day of December, 1978, by and between the CITY OF FARMINGTON HILLS, Oakland County, Michigan, herein called the "CITY" 31555 Eleven Mile Road, Farmington Hills, Michigan, and FARMINGTON HILLS HUNT CLUB DEVELOPMENT CO., a Michigan corporation of 3093 Moon Lake Road, West Bloomfield, Michigan, herein called the "DEVELOPER" and STANDARD FEDERAL SAVINGS AND LOAN ASSOCIATION, a Federal Association, whose address is 2401 W. Big Beaver Road, Troy, Michigan 48084, hereinafter called "MORTGAGEE".

WITNESSETH:

WHEREAS, the Developer is the owner of land located in part of Section 20, City of Farmington Hills, County of Oakland, State of Michigan, more particularly described in Exhibit "A" hereto attached and hereof made a part

WHEREAS, Section 406, Planned Unit Development, of the City of Farmington Hills Zoning Ordinance provides an optional method for the development of a subdivision with areas to be set aside for the benefit of lot owners therein while maintaining the maximum density requirements of the Zoning Ordinance, and

WHEREAS, the Developer wishes to develop the hereinabove described property under the provisions of said Section 406, Planned United Development, such property to be subdivided and known as FARMINGTON HILLS HUNT CLUB SUBDIVISION 1, 2, and 3, hereinafter referred to as "SUBDIVISION" or "FARMINGTON HILLS HUNT CLUB"

WHEREAS, the Developer applied for approval under Section 406, Planned United Development, for said Subdivision at the time of the submission of the proposed plat and tentative approval has been granted by the City Council of the City as to the preliminary plat and general plan of development, and

WHEREAS, the Developer wishes at this time to obtain approval of the final plat of FARMINGTON HILLS HUNT CLUB SUBDIVISION 1, 2, and 3, and

WHEREAS, it is desirable that the Developer and the City enter into a binding contract relative to the details of development of said Subdivision, as required under the Farmington Hills Zoning Ordinance;

NOW, THEREFORE, in consideration of the approval of the final plat of FARMINGTON HILLS HUNT CLUB SUBDIVISION 1, 2, and 3 by the Farmington Hills City Council, and of the mutual promises contained herein, the parties hereto agree as follows:

1. The Developer hereby dedicates and conveys to each lot owner of a lot in the Subdivision a right and easement of enjoyment in and to HARRY F. SUCHER MEMORIAL HUNT CLUB PARK and THE WOODLAND PARK, hereinafter referred to as "Common Area", and hereby covenants for itself, its heirs and assigns that it will convey fee simple title to said Common Area to the Association hereinafter described, subject to easements and restrictions, free and clear of other liens and encumbrances, prior to the conveyance of the first lot in the subdivision to a homeowner.
2. Reference to this Agreement, and to the liber and page on which it is recorded, shall be included in the final plat of FARMINGTON HILLS HUNT CLUB, SUBDIVISION 1, 2, or 3, or in the subdivision restrictions relating to said Subdivisions.
3. Title to the Common Area shall be vested in the Association hereinafter described as Trustee for the benefit of the lot owners and subject to the right and easement of enjoyment in and to such Common Area by the lot owners. Such easement shall not be personal but shall be considered to be appurtenant to said lots, which easement shall pass with the title to said lots whether specifically set forth in deeds to the lots or not.
4. Control and jurisdiction over the Common Area shall be vested in the Association of said lot owners to be known as the FARMINGTON HILLS HUNT CLUB ASSOCIATION and referred to herein as the "Association". Such Association shall be organized as a non-profit corporation for the perpetual term under the laws of the State of Michigan. Such Association shall be incorporated prior to the sale of any of the lots in the Subdivision to

home owners but in any event within ninety (90) days following the recording of the final plat of FARMINGTON HILLS HUNT CLUB SUBDIVISION 1, 2, and 3. Membership in the Association shall be mandatory for each home buyer and any successive owner of residential lots in the Subdivision. The Association shall be responsible for the proper maintenance of the open spaces and for compliance with this Agreement. The By-Laws of the Association shall provide for a Board of Directors of not less than five (5) members nor more than fifteen (15) members, provided that such Board of Directors may be appointed by the Developer until such time as more than eighty (80%) percent of the residential lots in said Subdivision shall have been deeded to homeowners. Thereafter the Board of Directors shall be elected by the lot owners. The Association shall have the authority to make and enforce regulations pertaining to the use and maintenance of the Common Area, which regulations shall be binding upon the lot owners.

5. Said Common Area may be used for recreational purposes consistent with the development plan approved by the City, and for a drainage and/or water retention area as approved by the City. The Association shall maintain said Common Area, including the stable area, so that said areas are consistent with the plans approved by the City. (Reference is made to the Open Space Plan prepared by Bills & Childs Architects and approved by the Farmington Hills Planning Commission on September 14, 1978.)
6. All Residents of the Subdivision and guests accompanying said residents shall have equal access to the Common Area, subject to reasonable Association Regulations.
7. The Developer hereby consents and the City hereby agrees that taxes assessed against all the Common Area, including the stable area, shall be prorated among the residential lot owners and billed as a part of the taxes assessed to the individual lots.
8. In the event that the Association shall at any time fail to maintain the Common Area in reasonable order and condition, the City may serve written notice upon the Association or upon said lot owners setting forth the manner

in which the Association has failed to maintain the Common Area in reasonable condition and said notice shall include a demand that deficiencies of maintenance be cured within thirty (30) days thereof and, further, shall state the date and place of a hearing thereon before the City Council or such other Board, body or official to whom the City Council shall delegate such responsibility, which shall be held within fourteen (14) days of the notice. At such hearing the City may modify the terms of the original notice as to the deficiencies and may give an extension of time within which the deficiencies shall be cured. If the deficiencies set forth in the original notice or in the modifications thereof shall not be cured within said thirty (30) days or any extension thereof, the City, in order to preserve the taxable values of the properties within the subdivision and to prevent the Common Area from becoming a public nuisance, may enter upon said Common Area and maintain the same for a period of one (1) year. Said maintenance by the City shall not constitute a taking of the Common Area nor vest in the public any right to use the same. Before the expiration of the said year the city shall, upon its own initiative or upon the request of the Association, call a public hearing upon notice to the Association and to the residents of the Subdivision at which hearings such Association or the residents of the Subdivision shall show cause why such maintenance by the City shall not, at the election of the City, continue for a succeeding year. If the City shall determine that the Association is ready and able to maintain the Common Area in reasonable condition, the City shall cease to maintain the Common Area at the end of said year. If the City shall determine that the Association is not ready and able to maintain the Common Area in a reasonable condition the City may, in its discretion, continue to maintain said Common Area during the next succeeding year and subject to a similar hearing and determination, in each year thereafter. The cost of such maintenance by the City, including reasonable administrative costs, shall be paid by the Association and if not, shall be assessed equally against the properties within the Subdivision and shall become a lien on said property. The City at the time of entering upon

said Common Area for the purpose of maintenance shall file a notice of lien in the office of the register of Deeds of the County of Oakland upon the properties affected by the lien within the Subdivision. If said costs are not paid by the Association, the City may pursue the collection of same through appropriate court actions and in such case the Association shall pay in addition to said costs all costs of litigation, including attorney fees.

9. Notwithstanding any other provision of this Agreement, the Developer reserved the right to grant easements within the Common Area for the installation, repair and maintenance of water mains, sewers, drainage courses and other public utilities, subject to the approval of the City.
10. Additional uses for the Common Area may be established if approved in writing by not less than two-thirds (2/3rds) of said lot owners and thereafter ratified by the Farmington Hills City Council.
11. The Developer has submitted to the City a certain declaration of restriction which has been approved by the City and which shall be recorded and together with this Agreement shall constitute restrictions running with the land and applicable to said FARMINGTON HILLS HUNT CLUB SUBDIVISION 1, 2, and 3.
12. The parties hereto make this Agreement on behalf of themselves, their heirs, successors and assigns and hereby warrant that they have the authority and capacity to make this contract.