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FIRST AMENDMENT TO DECLARATION OF
RESTRICTIONS, CONDITIONS AND COVENANTS
FOR HERON BAY SUBDIVISION
(Plat Recorded in Liber 186, Pages 27
et seq., Oakland County Records)

PKC
This First Amendment to Declaration of Restrictions, Conditions and Covenants For Heron Bay Subdivision (the "First Amendment") is made as of this 5 day of September, 1989 by and among David V. Johnson, whose address is 1701 Heron Ridge Drive, Bloomfield Hills, Michigan 48013 ("Johnson"), Victor International Corporation, a Michigan corporation, having an address at Suite 400, 27400 Northwestern Highway, Southfield, Michigan 48034 ("Victor") and Cohen Development Corporation, Inc., a Michigan corporation, having an address at Suite 427, 27700 Northwestern Highway, Box 667, Southfield, Michigan 48037-0667 ("Cohen Development"). In addition, Maurice Cohen, whose address is 2600 Turtle Lake Road, Bloomfield Hills, Michigan 48013, joins in this First Amendment, but only for the purpose of subordinating any mortgage or security interest he may have in all or any part of the Subdivision to the restrictions, conditions, easements and covenants set forth in this First Amendment, to the same extent as if this First Amendment had been executed and recorded prior to the execution or recording of his mortgages or other security interests. Furthermore, Lesli Johnson, the wife of David V. Johnson, whose address is 1701 Heron Ridge Drive, Bloomfield Hills, Michigan 48013, joins in this First Amendment solely for the purpose of subordinating any dower interest she may have with respect to the property in the Subdivision to the restrictions, conditions, easements and covenants set forth in this First Amendment.

The circumstances underlying the execution of this First Amendment are as follows:

A. Victor, Johnson and Cohen Development are the Declarants under the Declaration of Restrictions, Conditions and Covenants for Heron Bay Subdivision (the "Declaration"). The Declaration was dated as of October 15, 1965 and was recorded in Liber 9190, Pages 540 et seq., Oakland County Records. The Declaration pertained to Heron Bay Subdivision, a subdivision situated in Bloomfield Township, Oakland County, Michigan as set forth in the plat thereof recorded in Liber 186, Pages 27, et seq., Oakland County Records. The legal description of Heron Bay Subdivision is set forth in attached Exhibit A.

B. Michigan National Bank Oakland, a national banking association, joined in the Declaration as the holder of a mortgage recorded in Liber 9022, Pages 659 et seq., Oakland

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County Records. Such mortgage has been fully discharged. The discharge is recorded in Liber 10200, Pages 756 et seq., Oakland County Records.

C. The Declarants wish to amend the Declaration in accordance with the terms and conditions thereof in the respects hereinafter set forth.

D. Unless otherwise defined herein, all capitalized terms used in this First Amendment shall have the meaning specified in the Declaration.

NOW THEREFORE, the Declarants hereby declare that the Subdivision and all Lots therein shall be held, sold and conveyed subject to the following restrictions, conditions and covenants, which shall run with the Subdivision and each lot therein and shall be binding upon and inure to the benefit of all parties having any right, title or interest in the Subdivision or any part thereof, their heirs, successors and assigns:

1. Amendment to Article IIB: Restrictions Against Bug Zappers and Skate Board Facilities. Article IIB is hereby amended to add the following as paragraphs 24 and 25, respectively:

24. No bug lights, so-called bug zappers or other bug elimination or repellent devices shall be erected or maintained on any Lot without the Developer's prior written approval, which approval may be withheld by the Developer in its absolute discretion. It is contemplated that approval for such devices will be afforded consideration by the Developer only if there is a demonstrable need for the same for a special occasion of limited duration.

25. No ramp, incline or like structure for the facilitation of skate-boarding, roller skating, roller blading or like activities shall be erected or maintained on any Lot. The Developer shall have the authority to determine conclusively whether a structure falls within the proscription set forth in this paragraph.

2. Amendment of Article IIC: Additional Obligations Relative to Construction Activities. Paragraph 5 of Article IIC is hereby deleted and the words "Intentionally Omitted" are substituted in the stead thereof. Paragraph 7 of Article IIC is hereby amended to read in its entirety as follows:

7. (a) No Structure shall be constructed on any Lot in the Subdivision unless prior to the commencement of construction thereof the owner and the

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general contractor or builder thereof enter into an agreement in form and substance acceptable to the Developer whereby they agree to: (i) maintain a dumpster on the Lot during the course of construction; (ii) deposit all trash, garbage, scraps and other disposable items therein; (iii) keep the Lot in a sightly and clean condition during the course of construction; (iv) remove from the Lot the dumpster and all trash, garbage, scraps or other debris arising during such construction activities and otherwise restore the Lot to a sightly and clean condition promptly after completion of construction; and (v) to the extent possible, keep all dirt, mud and other debris from accumulating on any road during and after the course of construction, including by cleaning or sweeping the road at intervals specified by the Developer and by cleaning the road again upon completion of construction. The Developer shall have the authority to determine whether or not an owner or an owner's general contractor or builder is in compliance with the foregoing requirements and obligations.

(b) If for any reason the Developer does not require the execution of such an agreement, each owner of a Lot and the general contractor or builder of any Structure on a Lot nevertheless shall observe and perform the requirements and obligations set forth in this paragraph.

(c) The Developer shall have the right to require an owner or any general contractor or builder retained by such owner to post as security for its obligations hereunder a deposit in the amount of one five thousand (\$1,500) dollars. Such requirement may be made as a condition precedent to the commencement of construction or may be imposed by the Developer at any subsequent time. The deposit shall be held by the Developer and need not be segregated by the Developer, although the Developer shall maintain separate records with respect to the disposition thereof. In no event shall interest be payable with respect to the deposit, whether or not the Developer earns interest thereon.

(d) In the event that the owner, general contractor or builder fails to observe or perform any responsibility obligation under this paragraph or under any agreement called for in this paragraph, the Developer shall have the right (but not any obligation) to enter upon the Lot and correct or rectify such failure, including by installing or relocating a dumpster, disposing of debris and sweeping or otherwise cleaning a road. The Developer

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shall be entitled to be reimbursed by the Lot owner and the general contractor or builder for all costs incurred by the Developer in connection with correcting or rectifying such failure, which reimbursement may be deducted from the aforementioned deposit or may be billed by the Developer to the Lot owner, which bill shall be payable by the Lot owner within five (5) days after the submission thereof.

(e) The Developer intends to provide as much advance notice as is reasonably feasible (but in no event more than five (5) days advance notice) prior to taking any corrective or rectifying action under this paragraph which would entail an expense in excess of two hundred and fifty (\$250) dollars. If dirt, mud or debris accumulates on a road and could be attributable to construction activities on more than one Lot, the Developer shall have the right in its sole discretion to determine the extent to which the same is attributable to each Lot, and to apportion the cost of and responsibility for cleaning, sweeping or otherwise removing the mud or debris among the relevant Lots.

(f) The location of the dumpster required under this paragraph shall be depicted on the final site plan submitted under Section A of this Article, and shall be subject to the Developer's approval. The Developer intends to approve only locations that render the dumpster as unobtrusive as reasonably possible.

3. Amendment to Article III: Incorporation of Lake Access as Part of Lot 18. Since the recording of the plat and the Declaration, the Lake Access (as defined in numbered paragraph 1(b) of Article III of the Declaration) has been eliminated, and as of the date hereof it is contemplated that the plat for the Subdivision shall be amended to eliminate the Lake Access and incorporate the same as part of Lot 18 of the Subdivision. Furthermore, David V. Johnson, one of the Declarants under the Declaration, has acquired Lot 19 of Indianwood Subdivision, and is the fee simple owner thereof as of the date hereof. Accordingly, subparagraphs (b) through (f) of numbered paragraph 1 of Article III of the Declaration are hereby deleted, and subparagraph (a) of numbered paragraph 1 of Article III is hereby deleted insofar as it pertains to any Restricted Area on Lot 18 of the Subdivision or on the Lake Access; provided, said subparagraph (a) shall remain in force and effect insofar as it pertains to any Restricted Area on Lot 19 of the Subdivision. Furthermore, the Lake Access shall be deemed to be a part of Lot 18 of the Subdivision for all purposes hereunder, and the owner from time to time of Lot 18 and his or her family members, guests, licensees and invitees

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shall have the right to use the Lake Access for any lawful purpose, including for the purpose of maintaining a dock thereon and for using a power boat, jet ski, sail boat or other vessel in connection with their use of the Lake Access.

4. Deletion of Part of Lot 2 from the Subdivision: Certain Restrictions with respect thereto. Since the recording of the plat and the Declaration, the determination has been made by Cohen Development Corporation, Inc., the owner of Lot 2 of the Subdivision, to eliminate the part of such Lot that is described in attached Exhibit B (i.e., the panhandle of the Lot extending from the main part of the Lot to Upper Long Lake), and to cause such part of the Lot to be incorporated as part of certain adjacent property owned by Maurice Cohen. The Developer hereby consents to such action. Cohen Development Corporation, Inc. hereby reserves the right to commence any administrative or judicial proceedings that may be necessary or appropriate to eliminate such part of Lot 2 as a part of the Subdivision. Whether or not such proceedings are commenced, in no event shall the owner of Lot 2 have any right to use such part of the Lot for any purpose, including without limitation to erect a Structure thereon or to use the same as a means of access to or from Upper Long Lake, unless such right is granted by Cohen Development Corporation, Inc. in a written instrument recorded with the Oakland County Register of Deeds. The restriction set forth in this paragraph shall be a real covenant that runs with Lot 2 and shall inure to the benefit of and be enforceable by Maurice Cohen, the Developer and Cohen Development Corporation, Inc., and by any party designated in writing by any such person or party as being so authorized. Such right shall not inure to the benefit of a subsequent owner of the adjacent property which is currently owned by Maurice Cohen unless such owner is so designated as aforesaid. The restrictions set forth in this paragraph may not be amended or deleted except with the written consent of the Developer and Cohen Development Corporation, Inc.

5. Amendment to Article V. Paragraph 6 of Article V of the Declaration is hereby amended to delete the fifth sentence thereof and to substitute the following sentences in the stead thereof:

If any required payment of dues, fees or other charges is not paid within thirty (30) days after the date the same is due, a late charge equal to eight (8%) percent of the payment so overdue shall be assessed. In addition, the Lot owner shall be assessed interest on overdue payments. Such interest shall accrue at the rate of seven (7%) percent per annum from the date the payment is due, but shall be waived if payment is received within thirty (30) days of the date due. All dues, fees, charges, late charges and accrued interest shall constitute a lien on any Lot(s) owned by any person responsible for the payment of the same, and

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the Developer, the Declarants or the Association, as the case may be, may enforce the lien by recording appropriate instruments confirming the existence of the lien and/or by foreclosing the lien by appropriate legal action. A Lot owner promptly shall reimburse the Developer and the Association for any costs incurred by either of them (i) in collecting or attempting to collect delinquent dues, fees, charges, late charges or accrued interest, (ii) in preparing or recording an appropriate instrument to confirm the existence of the lien, or (iii) in enforcing or attempting to enforce any lien for delinquent dues, fees, charges, late charges or accrued interest, including without limitation attorneys fees and other litigation costs. Such right of reimbursement shall be in addition to and not in limitation of any other rights or remedies available to the Developer or the Association hereunder or otherwise.

6. Amendment to Article V: Association Dues.

Paragraph 7 of Article V is hereby amended to read in its entirety as follows:

7. (a) The Association shall levy dues on each Lot owner in an amount sufficient to permit the Association to pay when due all amounts payable or anticipated to become payable during the year by the Association under the Joint Maintenance Agreement described in paragraph 7 of Article VI below, and in such additional amounts as the Association shall require for any other anticipated expenditures authorized by it. If the Joint Maintenance Agreement is not in effect, the Association shall levy dues in an amount sufficient to pay when due the Association's pro rata share of one hundred and fifteen (115%) percent of the higher of the anticipated or the actual costs of performing the maintenance, repair and other activities specified in the Joint Maintenance Agreement, with the Association's pro rata share being determined by multiplying the aggregate amount of such costs by the number of "Assessable Lots" (as defined below) in the Subdivision, and then dividing such amount by the aggregate number of Assessable Lots in the Subdivision, Heron Ridge Subdivision (as defined below) and Heron Pointe Subdivision (as defined below).

(b) The aforementioned dues shall be levied annually on or about the first of each year and shall be payable on or before January 31 of each year, although additional dues or assessments may be levied during the year if for any reason the Association requires additional funds for the purposes described

in subparagraph (a) above. The Association shall charge the same dues on each Assessable Lot, irrespective of the size of the Assessable Lot and irrespective of whether or not the Assessable Lot has lake frontage or lake access. The dues shall be payable by the owner of each Assessable Lot whether or not the owner resides in the Subdivision or has constructed a dwelling on the Assessable Lot. Notwithstanding the foregoing, no dues, fees or other charges shall be payable to the Association with respect to any Lots or Assessable Lots owned by the Declarants or any of them. Instead, the financial needs of the Association shall be met by the dues, fees or other charges assessed with respect to other Assessable Lots; provided, at such time as the Declarants or any of them sell or otherwise transfer a Lot to an unrelated third party, the Association may levy dues, fees or other charges with respect to such Lot (to the extent that it is an Assessable Lot) on the basis provided for herein.

(c) For the purposes of this paragraph, an "Assessable Lot" shall mean any Lot in the Subdivision; provided, if two adjacent Lots are owned and occupied by the same Lot owner(s) as a single building site, both Lots shall be deemed to be but one Assessable Lot. Two Lots shall be deemed to be owned and occupied as a single building site for the purposes of this paragraph if a dwelling occupies both Lots, or a dwelling occupies one Lot and the other adjacent Lot (i) is being used for a back or side yard or recreational facility (e.g., tennis court or swimming pool) or (ii) is being retained in its natural condition, and (iii) the adjacent Lot is not being offered or held for resale or speculation. The Developer (or the Association, if designated in writing to do so by the Developer) may determine in its sole discretion whether a Lot is an Assessable Lot, which determination for each year shall be made based on the status of the Lot on January 1 of the year in question.

7. Amendment to Article V: Split of Lot 11. Article V of the Declaration is hereby amended to add the following as paragraph 11 of such Article:

11. Lot 11 of the Subdivision has been split into two (2) lots. Each of these lots shall constitute a separate Lot as defined in Article I hereof and shall individually be held, sold and conveyed subject to the restrictions, conditions and covenants that run with the Subdivision and each Lot therein and which bind upon and inure to the benefit

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of all parties having any right, title or interest in the Subdivision or any part thereof and their heirs, successors and assigns.

8. Amendment to Article VI. Paragraph 2 of Article VI of the Declaration is hereby amended to delete the second sentence thereof and to substitute the following sentence in the stead thereof:

The gatehouse is located outside of the Subdivision at the intersection of Heron Ridge Drive and Club Drive, all as more particularly described in attached Exhibit C. No other gatehouse shall be constructed for or on behalf of the Subdivision.

9. Additional Amendment to Article VI: Joint Maintenance Agreement. Article VI of the Declaration is hereby amended to add the following as paragraph 7 of such Article:

7. (a) Since the recording of the final plat for the Subdivision and the Declaration, the Developer has caused two additional subdivisions to be developed which use Heron Ridge Drive for access to Club Drive. These subdivisions are both located in Bloomfield Township, Oakland County, Michigan, and are Heron Pointe Subdivision, according to the plat thereof as recorded in Liber 191, Pages 8 et seq., Oakland County Records ("Heron Pointe Subdivision"), and Heron Ridge Subdivision, according to the plat thereof as recorded in Liber 197, Pages 9 et seq., Oakland County Records ("Heron Ridge Subdivision"). The plat for Heron Pointe Subdivision established Heron Pointe Drive as a private road serving Heron Pointe Subdivision, and the plat for Heron Ridge Subdivision established Heron Place as a private road serving Heron Ridge Subdivision. Heron Ridge Drive, Blue Heron Court, Heron Pointe Drive and Heron Place shall be referred to hereinafter as the "Access Roads."

(b) In addition to sharing the use and maintenance of all or part of the Access Roads, the Subdivision, Heron Pointe Subdivision and Heron Ridge Subdivision also share or may share the use and maintenance of certain other amenities or improvements, including (i) the gatehouse referred to paragraph 2 of this Article, as well as the security guards stationed thereat and the mailboxes located adjacent thereto, (ii) landscaping off of Club Drive, at the gatehouse and at such other locations as the Developer determines to be appropriate from time to time, (iii) landscaped berms along Heron Ridge Drive, whether or not located on the easement right-of-way from Heron Ridge Drive, and (iv) a fence along the

north side of Heron Ridge Drive, which is located both within and without of the easement right-of-way for Heron Ridge Drive. In implementation of the provisions of paragraph 1 of this Article, and to otherwise ensure the harmonious and efficient maintenance, repair and operation of the gatehouse, the Access Roads and the other amenities or improvements referred to herein, the Developer has caused to be formed and incorporated Heron Bay Subdivision Homeowners Association, Heron Pointe Subdivision Homeowners Association and Heron Ridge Subdivision Homeowners Association, and on behalf of each such Association has executed a Joint Maintenance Agreement dated as of _____, 1989 (the "Joint Maintenance Agreement"). The parties acknowledge that the Joint Maintenance Agreement requires Heron Bay Subdivision Homeowners Association to assess and collect from each owner of an Assessable Lot in the Subdivision the owner's specified share of all costs of any repairs, maintenance, capital improvements, capital reserves or other expenditures incurred thereunder, including compensation to the Maple Associates, Inc., an affiliate of the Developer, in the amount of fifteen (15%) percent of all such amounts paid or payable under the Joint Maintenance Agreement. Effective as of January 1, 1989, the amount of the annual dues to be paid to the Association with respect to each Assessable Lot in the Subdivision is the aggregate amount of the aforementioned costs divided by the aggregate number of Assessable Lots in the Subdivision, Heron Ridge Subdivision and Heron Pointe Subdivision.

10. Additional Amendment to Article VI: Reservation of Rights with respect to the Access Roads. Article VI of the Declaration is hereby amended to add the following as paragraph 8 of such Article:

8. While the Developer's establishment of the Homeowners Association and its actions in causing the Homeowners Association to become a party to the Joint Maintenance Agreement are pursuant to the powers, rights and privileges set forth in this Declaration, the exercise of such right, power or privilege shall not be deemed to discharge or otherwise affect the future exercise of any such right, power or privilege to the extent authorized or reserved herein. Furthermore, the Developer and the Declarants reserve the right to make Heron Ridge Drive and the other amenities or improvements referred to in this Article available for the use and enjoyment of other developments or subdivisions, including certain adjacent property currently owned by Maurice Cohen, on

such terms as they deem appropriate. In no event shall Maurice Cohen or Cohen Development or any other owner of the property on which Maurice Cohen's house currently is located have any obligation to contribute toward the cost of repairing, staffing or maintaining the Access Roads or the other amenities or improvements referred to in this Article.

11. Amendment to Article XI. Article XI of the Declaration is hereby amended to insert the following sentence immediately following the first sentence of such Article:

Furthermore, the provisions of numbered paragraph 1(a) of Article III, insofar as they continue in force and effect as to Lot 19 of the Subdivision and benefit Lot 19 of Indianwood Subdivision, shall not be modified except with the prior written consent of the owner(s) from time to time of Lot 19, Indianwood Subdivision.

12. Ratification. Except as expressly amended or modified by this First Amendment, the terms and conditions of the Declaration remain in full force and effect.

13. Capacity of Execution. Victor is executing this First Amendment not only in its own right and as the Developer of the Subdivision, but also pursuant to one or more powers of attorney granted to Victor by the owners as of the date hereof of all lots in the Subdivision except for Lot 9. Eugene Mondry and Sheila Mondry, his wife, the owners of Lot 9, are joining in this First Amendment to confirm that their interest in such Lot is subject to the terms and conditions of the Declaration, as amended by this First Amendment.

14. Miscellaneous.

(a) The terms and conditions of this First Amendment shall take effect as of the day and year first above written; provided, the responsibility of Heron Bay Subdivision Homeowners Association for repairing, plowing and otherwise maintaining the Access Roads or the other amenities or improvements described in Article VI above shall be deemed to have arisen effective as of November 13, 1985, the date the plat for the Subdivision was recorded, and the Developer shall be entitled to be reimbursed for and indemnified against all liabilities, obligations or expenses incurred or paid by the Developer with respect to the repair or maintenance of the Access Roads or other amenities or improvements from and after such date, provided the cost to date of installing the Access Roads, fence, gatehouse and landscaping shall be the responsibility of the Developer. To the extent it has not already done so, the Homeowners Association shall collect and assess from each Lot owner the Lot owner's proportionate share

of such expenses under the Joint Maintenance Agreement, including the compensation to the Developer or the Developer's affiliate(s) as contemplated in paragraph 7(h) of Article VI above.

(b) The Declarants reserve the right to further amend, modify, supplement or otherwise alter the terms and conditions of the Declaration, as amended by this First Amendment, fully and to the same extent as reserved under the Declaration.

15. Governing Law. This First Amendment shall be governed by and construed in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, this First Amendment has been executed as of the day and year first above written.

WITNESSES:

Nancy A. Peterson
Nancy A. Peterson

Suzanne G. Knorr
Suzanne G. Knorr

Nancy A. Peterson
Nancy A. Peterson

Suzanne G. Knorr
Suzanne G. Knorr

Judith A. Sovo
Judith A. Sovo

Karen J. Rupp
Karen J. Rupp

Judith A. Sovo
Judith A. Sovo

Karen J. Rupp
Karen J. Rupp

David V. Johnson
DAVID V. JOHNSON

VICTOR INTERNATIONAL CORPORATION

BY: David V. Johnson
David V. Johnson
Its: Chairman of the Board

COHEN DEVELOPMENT CORPORATION, INC.

BY: Maurice Cohen
Maurice Cohen
Its: President

Maurice Cohen
MAURICE COHEN, Solely for the purposes stated in the Preamble

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Sandra Kososki

Sandra Kososki

Cheryl A. Kaye

Cheryl A. Kaye

Sandra Kososki

Sandra Kososki

Cheryl A. Kaye

Cheryl A. Kaye

Nancy A. Peterson

Nancy A. Peterson

Suzanne G. Knorr

Suzanne G. Knorr

EUCFNE MONDRY, Solely for the
purposes specified in
paragraph 13

SHEILA MONDRY, Solely for the
purposes specified in
paragraph 13

LESLI R. JOHNSON, Solely so as
to subordinate her dower
interest as set forth in the
Preamble

STATE OF MICHIGAN)
COUNTY OF OAKLAND) ss.

The foregoing instrument was acknowledged before me
this 5 day of September, 1989 by David V. Johnson.

NANCY A. PETERSON
Notary Public, Oakland County, MI
My Commission Expires Aug. 25, 1992

Nancy A. Peterson
Notary Public, Oakland County,
Michigan

My Commission Expires: _____

STATE OF MICHIGAN)
) ss.
 COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 5 day of September, 1989 by David V. Johnson, the Chairman of the Board of Victor International Corporation, a Michigan corporation, on behalf of the corporation.

~~NANCY A. PETERSON~~
 Notary Public, Oakland County, MI
 My Commission Expires Aug. 22, 1992

Nancy A. Peterson
 Notary Public, Oakland County,
 Michigan

My Commission Expires: _____

STATE OF MICHIGAN)
) ss.
 COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 5 day of September, 1989 by Maurice Cohen, the President of Cohen Development Corporation, Inc., a Michigan corporation, on behalf of such corporation.

JUDITH A. SOVA
 Notary Public, Oakland County, MI
 My Commission Expires 7-6-91

Judith A. Sova
 Notary Public, Oakland County,
 Michigan

My Commission Expires: _____

STATE OF MICHIGAN)
) ss.
 COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 5 day of September, 1989 by Maurice Cohen.

JUDITH A. SOVA
 Notary Public, Oakland County, MI
 My Commission Expires 7-6-91

Judith A. Sova
 Notary Public, Oakland County,
 Michigan

My Commission Expires: _____

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STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me
this 5 day of September, 1989 by Eugene Mondry and Sheila
Mondry, his wire.

NANCY A. PETERSON
Notary Public, Oakland County, MI
My Commission Expires Aug. 22, 1992

Nancy A. Peterson
Notary Public, Oakland County,
Michigan

My Commission Expires: _____

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me
this 5 day of September, 1989 by Lesli R. Johnson, solely so
as to subordinate her dower interest as aforesaid.

NANCY A. PETERSON
Notary Public, Oakland County, MI
My Commission Expires Aug. 22, 1992

Nancy A. Peterson
Notary Public, Oakland County,
Michigan

My Commission Expires: _____

DRAFTED BY AND WHEN RECORDED, RETURN TO:

Cameron H. Piggott, Esq.
Dykema Gossett
35th Floor - 400 Renaissance Center
Detroit, Michigan 48243

1407P
1/05/89



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EXHIBIT A

Giffels-Webster Engineers, Inc.

CONSULTING ENGINEERS, LAND SURVEYORS AND PLANNERS

2731 Adams Road • Port Huron, Michigan 48057 • Phone: 313/852-3100 or 313/366-2286

REFERENCE #8654

OCTOBER 9, 1985

LEGAL DESCRIPTION

 CHARLES BREGUN, P.E., R.L.S.
President

 EDWARD A. SALTER, P.E.
Vice-President & Treasurer

 DAVID PAWLACZYK, R.L.S.
Vice-President / Land Surveying

 ROBERT W. RAYMOND, P.E.
Vice-President

 ESTOL L. SWEN, P.E.
Secretary

"HERON BAY SUBDIVISION", A PART OF SECTION 7, T-2-N., R-10-E., BLOOMFIELD TOWNSHIP, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 7; THENCE S. 89° 34' 18" E., 20.00 FEET ALONG SQUARE LAKE ROAD AND FOLLOWING THE NORTH LINE OF SECTION 8; THENCE S. 00° 43' 12" W., 1,845.10 FEET; THENCE S. 64° 24' 16" W., 31.87 FEET; THENCE ALONG A CURVE TO THE RIGHT 78.59 FEET, SAID CURVE HAVING A RADIUS OF 171.11 FEET, CENTRAL ANGLE OF 26° 18' 56" AND LONG CHORD BEARING OF S. 77° 33' 44" W., 77.90 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A CURVE TO THE RIGHT 154.75 FEET, SAID CURVE HAVING A RADIUS OF 498.65 FEET, CENTRAL ANGLE OF 17° 46' 50" AND LONG CHORD BEARING OF N. 80° 23' 23" W., 154.13 FEET; THENCE N. 71° 29' 58" W., 98.84 FEET; THENCE ALONG A CURVE TO THE LEFT 134.85 FEET, SAID CURVE HAVING A RADIUS OF 117.20 FEET, CENTRAL ANGLE OF 65° 55' 29" AND LONG CHORD BEARING OF S. 75° 32' 17" W., 127.53 FEET; THENCE S. 42° 34' 33" W., 279.80 FEET; THENCE ALONG A CURVE TO THE RIGHT 232.11 FEET, SAID CURVE HAVING A RADIUS OF 276.17 FEET, CENTRAL ANGLE OF 48° 09' 15" AND LONG CHORD BEARING OF S. 66° 39' 10" W., 225.34 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A CURVE TO THE RIGHT 103.59 FEET, SAID CURVE HAVING A RADIUS OF 294.94 FEET, CENTRAL ANGLE OF 20° 07' 29" AND LONG CHORD BEARING OF N. 79° 12' 28" W., 103.06 FEET; THENCE N. 69° 08' 44" W., 35.35 FEET; THENCE ALONG A CURVE TO THE LEFT 57.80 FEET, SAID CURVE HAVING A RADIUS OF 792.56 FEET, CENTRAL ANGLE OF 04° 10' 39" AND LONG CHORD BEARING OF N. 71° 14' 03" W., 57.77 FEET; THENCE N. 73° 19' 23" W., 379.81 FEET; THENCE ALONG A CURVE TO THE LEFT 114.64 FEET, SAID CURVE HAVING A RADIUS OF 97.46 FEET, CENTRAL ANGLE OF 67° 23' 45" AND LONG CHORD BEARING OF S. 72° 58' 45" W., 108.15 FEET; THENCE S. 39° 16' 52" W., 289.63 FEET; THENCE ALONG A CURVE TO THE RIGHT 241.40 FEET, SAID CURVE HAVING A RADIUS OF 276.96 FEET, CENTRAL ANGLE OF 49° 56' 23" AND LONG CHORD BEARING OF S. 64° 15' 04" W., 233.83 FEET; THENCE S. 89° 13' 15" W., 152.03 FEET; THENCE ALONG A CURVE TO THE LEFT 128.24 FEET, SAID CURVE HAVING A RADIUS OF 205.00 FEET, CENTRAL ANGLE OF 35° 50' 32" AND LONG CHORD BEARING OF S. 71° 17' 59" W., 126.16 FEET TO THE POINT OF BEGINNING FOR "HERON BAY SUBDIVISION"; THENCE S. 36° 37' 17" E., 141.32 FEET; THENCE S. 00° 13' 27" E., 141.11 FEET TO A POINT ON THE EAST/WEST 1/4 LINE OF SECTION 7; THENCE N. 89° 46' 33" E., 740.00 FEET ALONG SAID LINE; THENCE S. 01° 08' 50" E., 317.44 FEET TO THE NORTHWEST CORNER OF

ASSOCIATES

WHITNEY CARMANAN, P.E., R.L.S.

WALTER HARNER

ROBERT D. KOHN, R.L.S.

KEITH S. MAYER, P.E.

AFFILIATED OFFICES

GAINESVILLE, FLORIDA

HOUSTON, TEXAS

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JOB #8694

LIBER 110776016

"INDIANWOOD" AS RECORDED IN LIBER 80, PAGE 24, 25 AND 26 OF PLATS, OAKLAND COUNTY RECORDS; THENCE ALONG THE WEST LINE OF SAID "INDIANWOOD" S. 01° 08' 50" E., 872.06 FEET TO A POINT "A"; THENCE CONTINUING S. 01° 08' 50" E., 73 FEET TO A POINT ON THE WATERS EDGE OF UPPER LONG LAKE; THENCE WESTERLY AND NORTHERLY ALONG SAID WATERS EDGE 3,330 FEET MORE OR LESS; THENCE S. 73° 32' 03" E., 40 FEET TO A POINT "B", THE SHORE OF SAID LAKE BEING TRAVERSED BY A LINE DESCRIBED AS BEGINNING AT POINT "A"; THENCE N. 70° 25' 16" W., 729.37 FEET; THENCE S. 82° 14' 31" W., 425.94 FEET; THENCE N. 37° 43' 31" W., 510.00 FEET; THENCE N. 00° 53' 04" E., 607.80 FEET; THENCE N. 10° 44' 39" W., 617.99 FEET; THENCE N. 27° 46' 33" E., 50.99 FEET; TO POINT "B" BEING THE ENDING OF SAID TRAVERSE LINE; THENCE S. 73° 32' 03" E., 459.95 FEET; THENCE S. 36° 37' 17" E., 343.88 FEET TO THE POINT OF BEGINNING AND CONTAINING 43.34 ACRES MORE OR LESS, WHICH INCLUDES 4.10 ACRES MORE OR LESS BETWEEN THE TRAVERSE LINE AS DESCRIBED AND THE WATERS EDGE OF UPPER LONG LAKE.


DAVID PAWLACZYK, R.L.S.

#17632

DP/SAM

Liber 110776017

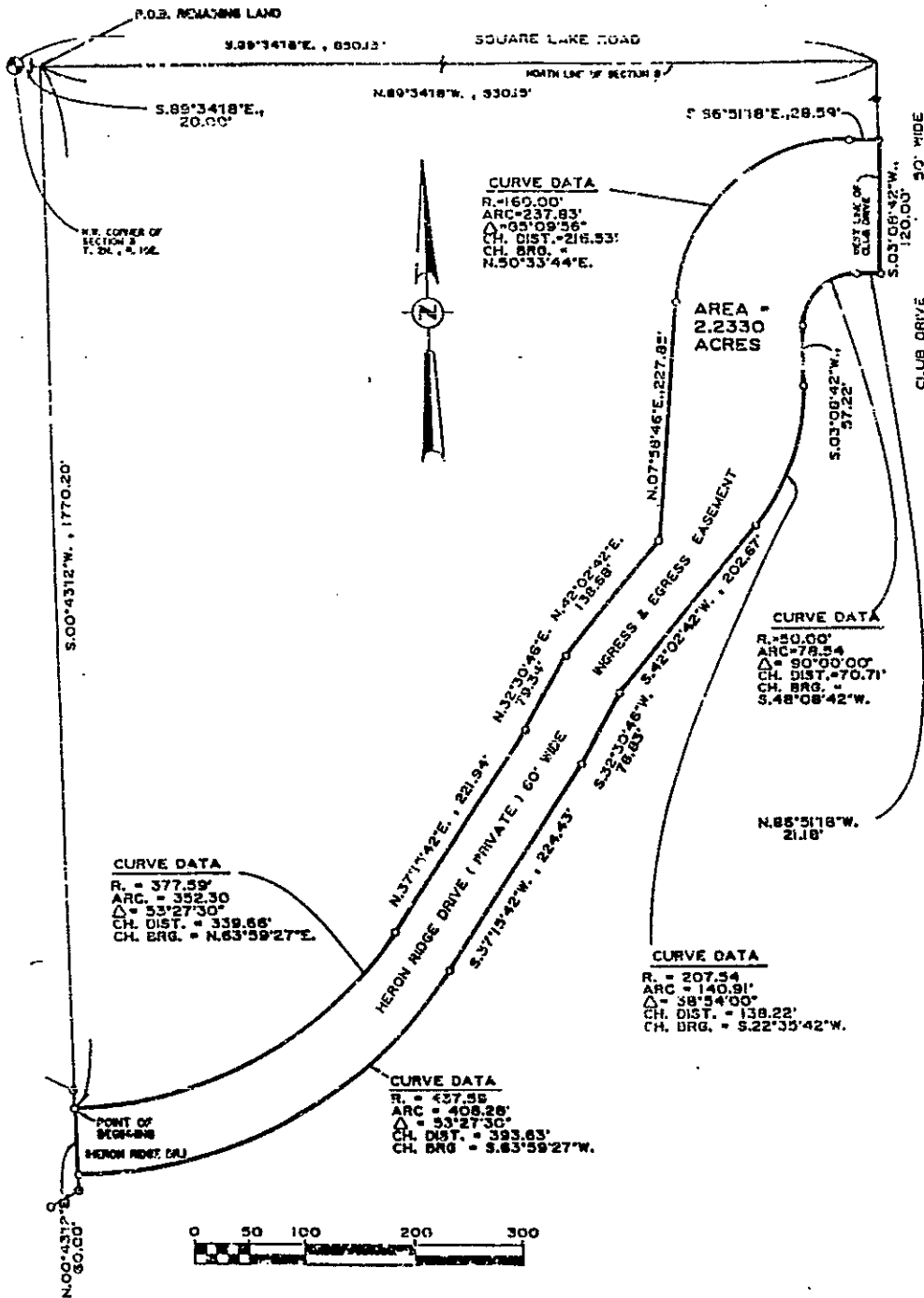
EXHIBIT B

Legal Description of Lot 2 Panhandle

That portion of Lot 2 which lies west of a line extending in a north-easterly direction from the northeast corner of Lot 3 to the northeast corner of Lot 2.

110770018

Exhibit C to First Amendment to Declaration of
Restrictions, Conditions and Covenants for Heron Bay Subdivision



SEE SHEET 2 OF 2 FOR DESCRIPTION.

EXHIBIT C
TO FIRST AMENDMENT TO DECLARATION OF
RESTRICTIONS, CONDITIONS AND COVENANTS
FOR HERON BAY SUBDIVISION

HERON RIDGE DRIVE - REVISED DESCRIPTION FOR PRIVATE
INGRESS AND EGRESS EASEMENT (60 FT. WD.)

Land in part of the Northwest 1/4 of Section 8, Town 2 North,
Range 10 East, Bloomfield Township, Oakland County, Michigan,
described as:

Beginning at a point distant South 89 degrees 34
minutes 18 seconds East 20.00 feet along the north line of said
Section 8, and South 00 degrees 43 minutes 12 seconds West
1770.20 feet from the Northwest corner of Section 8;

Thence proceeding the following seven (7) courses
along the northerly line of Heron Ridge Drive (Private - 60
feet wide):

- (1) Northeasterly 352.30 feet along the arc of a
377.59 ft. radius curve to the left (central angle = 53-27-30;
chord bears North 63 degrees 59 minutes 27 seconds East 339.66
feet;
- (2) North 37 degrees 15 minutes 42 seconds East 221.94
feet;
- (3) North 32 degrees 30 minutes 46 seconds East 79.34
feet;
- (4) North 42 degrees 02 minutes 42 seconds East 138.68
feet;
- (5) North 07 degrees 58 minutes 46 seconds East 227.85
feet;
- (6) Northeasterly 237.83 feet along the arc of a
160.00 ft. radius curve to the right (central angle = 85-09-56;
chord bears North 50 degrees 33 minutes 44 seconds East 216.53
feet;
- (7) South 86 degrees 51 minutes 18 seconds East 28.59
feet to the west line of Club Drive (50 feet wide) and east
line of this described easement;

Thence South 03 degrees 08 minutes 42 seconds West
120.00 feet along the west line of Club Drive (50 feet wide)
and east line of this described easement;

Thence the following eight (8) courses along the
southerly line of Heron Ridge Drive (Private - 60 feet wide):
(1) North 86 degrees 51 minutes 18 seconds West 21.8
feet;

(2) Southwesterly 78.54 feet along the arc of a 50.00 ft. radius curve to the left (central angle = 99-00-00; chord bears South 48 degrees 08 minutes 42 seconds West 70.71 feet;

(3) South 03 degrees 08 minutes 42 seconds West 57.22 feet;

(4) Southwesterly 140.91 feet along the arc of a 207.54 ft. radius curve to the right (central angle = 38-54-30; chord bears South 22 degrees 35 minutes 42 seconds West 138.22 feet;

(5) South 42 degrees 02 minutes 42 seconds West 202.67 feet;

(6) South 32 degrees 30 minutes 46 seconds West 76.83 feet;

(7) South 37 degrees 15 minutes 42 seconds West 224.43 feet;

(8) Southwesterly 408.28 feet along the arc of a 437.59 ft. radius curve to the right (central angle = 53-27-30; chord bears South 63 degrees 59 minutes 27 seconds West 393.63 feet;

Thence North 00 degrees 43 minutes 12 seconds East 60.00 feet to the Point of Beginning. Containing 2.2330 acres of land and subject to any easements or restrictions of record or otherwise.

1101AB
09/25/89