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LIBER 4183 PAGE 208

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CONVEYANCE

WHEREAS, KAUFMAN AND BROAD BUILDING COMPANY, a Michigan corporation, Grantor, is the owner of the following-described premises situated in the County of Oakland, State of Michigan:

Lots 1 and 2 of Villa-Capri Subdivision of part of the Northeast 1/4 of Section 36, Town 1 North, Range 9 East, Farmington Township, Oakland County, Michigan, according to the plat as recorded in Liber 98 of Plats, pages 1, 2 and 3, Oakland County Records,

and

WHEREAS, FOREST PARK HOME OWNERS ASSOCIATION, a Michigan non-profit corporation, is an association with members limited to those individuals who are owners of, or derive their title to or right to possession from owners of lots in the subdivision afore-described, and including as members those individuals who, subsequent to the date of execution of this conveyance, become owners of, or derive their title to or right to possession from owners of lots in Villa-Capri Subdivision, and

WHEREAS, Grantor desires to create and set aside for Grantee and its members a swimming pool and recreation area on the lots afore-described,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Grantor above-named does hereby convey and grant unto Grantee above-named, for the purpose of creating a private swimming pool and recreation area, all those certain lots, more particularly described as follows:

Lots 1 and 2 of Villa-Capri Subdivision, of part of the Northeast 1/4 of Section 36, Town 1 North, Range 9 East, Farmington Township, Oakland County, Michigan, according to the plat as recorded in Liber 98 of Plats, pages 1, 2 and 3, Oakland County Records,

Provided, however, that this gift is made under the following conditions and stipulations, the due observance of which is essential to the validity and continuance of this grant, and the Grantee in taking under this instrument and accepting this gift agrees:

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1. That said property shall forthwith be set apart, dedicated, treated and maintained by Grantee exclusively as a private swimming pool and recreation area for the benefit of the members of Grantee Association, as defined in the Articles of Association and By-Laws of Grantee, and for no other person or persons;

2. That the property, or any part thereof, shall never be transferred, sold or exchanged by Grantee;

3. That Grantee shall comply with all requirements of all laws, ordinances, orders and regulations of the federal, state, county and municipal authorities, and with any direction, pursuant to law, of any public officer or officers who shall impose any duty upon Grantee with respect to the property conveyed hereunder, or the use and occupancy thereof.

4. That Grantee will assume the obligation for the payment of any real estate taxes and any assessments which may accrue on said property, insurance and any other expense required for the proper maintenance and operation of said property and Grantee shall provide annually sufficient funds for said purpose.

5. Failure on the part of the Grantee to keep and observe any one of the terms and conditions annexed to this gift shall entitle Grantor, its successors or assigns, at any time after said omission or breach, to declare the gift forfeit, irrespective of the period of time which has elapsed, and thereupon, the land shall forthwith revert to the Grantor or its successors or assigns. In determining whether there has been a breach of the conditions contained in paragraph 3 hereof, the determination of any governmental agency or public officer or officers charged with the duties of enforcing the laws, ordinances, orders or regulations referred to therein shall be binding upon the Grantee without suit, action or other proceedings whatsoever. In determining whether there has been a breach of any other condition of this grant giving rise to a reverter, the decision of a court of competent jurisdiction shall be binding upon the parties. If, at the time of such reverter, Grantor shall have been dissolved, liquidated

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Company
Notary Public

ing date the
executed by

D. 1961.

President
Assistant

subscriber,

by me duly

and to said
authority of

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or discontinued its corporate existence so that a reverter to it cannot be effected, or does not desire nor elect to accept the reversion, then, and in that event, the property shall revert to the Township of Farmington or its successors and assigns, in fee simple absolute, instead of to Grantor and the statement in writing of the Michigan Corporation and Securities Commission as to the discontinuance of Grantor's corporate existence shall be conclusive evidence thereof.

6. Should the afore-described property revert to the Grantor as provided in the preceding paragraph, the Grantor or its successors and assigns may forthwith restore the property to its original condition prior to its improvement as a swimming pool and recreation area; provided, however, that the foregoing provisions shall not apply if reverter is made to the Township of Farmington, its successors or assigns, or if the Grantor elects not to accept the reverter, pursuant to paragraph 5 above.

IN WITNESS WHEREOF we have hereunto set our hand and seal this Third day of May, 1961.

WITNESSES:

Gladys McNeerney
Charilyn Simons
Marilyn Simons
STATE OF MICHIGAN)

SS
County of Oakland)

KAUFMAN AND BROAD BUILDING COMPANY

By Byron H. Lasky
Byron H. Lasky, Vice-President

On this Third day of May, 1961, before me personally appeared Byron H. Lasky, to me personally known, who being by me sworn, did say that he is the Vice-President of Kaufman and Broad Building Company, 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 Byron H. Lasky acknowledged said instrument to be the free act and deed of said corporation.

LeRoy H. Golman
LeRoy H. Golman
Notary Public, Wayne County, Michigan
Acting in Oakland County

My commission expires:
June 11, 1963

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