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NOTE: These rules as of this date have not been adopted and it is believed that they will be adopted in the future as well as additional rules to be adopted in the near future and throughout the course of the existence of the Association/Fox Hollow Subdivision Development.

The enclosed documents have been provided for informational purposes. Many of these documents are legal in nature and anyone reviewing these documents should seek the opinion of their own legal counsel as to their purpose, intent and meaning.

Many of the enclosed documents were prepared in an effort to maintain standards to establish a quality development. As with all legal documents, they may be subject to judicial interpretation and/or construction which may result in a change in their character and enforceability.

INTRODUCTION

Nottingham Partners,
a Michigan co-partnership

Developer:

AS RECORDED IN LIBER PAGES THROUGH

FOX HOLLOW SUBDIVISION

FOR

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR FOX HOLLOW SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS, that Nottingham Partners, a Michigan partnership,

whose address is 8177 Goldie Road, Walled Lake, MI 48390 (the "Declarant") being the owner of all of the property contained in a development known as Fox Hollow Subdivision, and located in the Township of Northville, County of Wayne, Michigan, on the property described in Exhibit A hereto (the "Subdivision"), in consideration of the mutual benefits to be derived by the Declarant, its successors and assigns, and all intending purchasers and future owners of the various lots comprising the Subdivision, the Declarant, for itself, its successors, and assigns, does hereby publish, declare and make known to all intending purchasers and future Owners of the Lots comprising the Subdivision, that the same will and shall be used, owned, held, and/or sold expressly subject to the following conditions, covenants, easements, limitations, restrictions, uses and agreements which shall be incorporated by reference in all deeds of conveyance and contracts for the sale of said Lot and shall run with the land and be binding upon all grantees of individual Lots in the Subdivision and on the respective heirs, personal representatives, successors and assigns.

The Declarations contained herein are based on the following factual recitals:

A. Declarant wishes to permit the development of the Subdivision into a community suitable for family living and, at the same time, wishes to maintain, insofar as possible, the natural character of this beautiful property, and to require all manmade structures to blend into the natural background, rather than stand out against it.

B. Declarant desires to have all homes constructed within the Subdivision to be carefully tailored to the Lot, as well as being designed to tastefully harmonize with other homes in the development. It is the objective of this development to avoid a neighborhood where homes are too large for the lots and unrelated to each other.

C. Declarant desires to provide for the preservation and enhancement of the property values and amenities in the Subdivision and for the maintenance of certain common areas (the "common areas" as defined by law and "park commons" as noted on the Plat) and areas landscaped within the Wayne County Right-of-Way and to this end desires to subject the Subdivision and the common areas to the easements, covenants, limitations, restrictions, uses, conditions, charges, liens, and agreements set forth herein, each and all of which is and are for the benefit of the Subdivision and each Lot Owner therein.

D. It is essential to the value of the lots that the Subdivision be perpetually maintained in

- 1.7 "Declaration" shall mean and refer to the Declaration of Easements, Covenants, partnership, the proprietor of the land within the subdivision, or its successors or assigns.
 - 1.6 "Declarant" shall mean and refer to Nottingham Partners, a Michigan co-roads and recreational areas, and areas so designated on the Plat as "park commons". the common use and enjoyment of all Lot Owners, including, without limitation, any median islands, the improvements thereto) now or hereafter owned by the Association within the Subdivision reserved for
 - 1.5 "Common Area" shall mean those areas of land within the Subdivision (including
 - 1.4 "By-Laws" shall mean and refer to the By-Laws of the Association.
- of resale and not for his own use;
- purpose of engaging in and does engage in the business of constructing residential buildings for the purpose
- 1.3 "Builder" shall mean and refer to any person or entity who acquires a Lot for the Michigan non-profit corporation, its successors and assigns;
 - 1.2 "Association" shall mean and refer to Fox Hollow Homeowners' Association, a accordance with the provisions of Section 5 below.
 - 1.1 "Architectural Control Committee" shall mean the committee appointed in
- As used herein, the term set forth below shall have the following meanings:

SECTION I - DEFINITIONS

lots subject to the declarations, covenants, restrictions, assessments, and conditions set forth herein.

H. Declarant is willing to sell the lots, but all buyers and subsequent owners must accept such private driveway easements to serve certain of the parcels.

G. Declarant also desires to provide for the establishment and maintenance of private roadways and recreational easements to serve the parcels and their owners, and for the development of Subdivision as a whole.

F. To accomplish the foregoing, Declarant desires to impose certain building and use restrictions, covenants, and conditions, as herein contained, upon and for the benefit of said lots and the safety, welfare, common benefit and enjoyment of the Owners.

E. Declarant has deemed it desirable for the efficient preservation of the values and amenities in the Subdivision to create a legal entity to own, maintain, and administer the Common Areas; to collect and disburse the assessments and charges hereinafter created; and to promote the recreation, health, a manner consistent with high environmental, aesthetic, and residential standards.

and Restrictions and any amendments as recorded in the Office of the Wayne County Register of Deeds, State of Michigan.

1.8 "Improvement" shall mean every change, alteration, or addition to the Lot from its existing condition prior thereto, including, but not limited to, every building of any kind, fence, wall, swimming pool, patio, deck, concrete area, asphalt area, bricked area, sidewalk, walkway, tennis court, gazebo, or other structure or recreational facility which may be erected or placed on any lot, any drainage system that may be established thereon, any driveway or landscaping thereon, or the water or sewer systems or any part thereof on any Lot.

1.9 "Lot" shall mean and refer to any numbered lot shown on the recorded Plat of the Subdivision hereafter annexed. "Parcel" may be used interchangeable with "Lot" and shall consist of the same definition as set forth herein.

1.10 "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Subdivision and any future subdivisions hereafter annexed. When more than one person or entity is the Lot Owner of a Lot, all such persons or entities shall be members. If any Lot is sold on a Land Contract, the Land Contract purchaser shall be considered the Lot Owner. Those having any interest in a Lot merely as security for the performance of an obligation are not considered to be the Lot Owner, as defined herein.

1.1 "Maintenance Charge" shall mean the payments provided for in Section 4. "Member" shall mean and refer to those persons entitled to membership in the Association, as provided in this Declaration.

1.13 "Plat" shall mean and refer to the plat of the subdivision, recorded, or to be recorded in the Office of the Wayne County Register of Deeds.

1.14 "Subdivision" shall mean and refer to Lots 1 through 37 inclusive, of the proposed Fox Hollow Subdivision, as legally described in Exhibit A.

SECTION 2 -

BUILDING & USE RESTRICTIONS FOR THE SUBDIVISION

The Subdivision and each lot therein shall be subject to the following Restrictions:

2.1 Use of Lot.

All Lots shall be used for single-family residential purposes only, and no building of any kind whatsoever shall be erected, reerected, moved, or maintained thereon, except one single-family dwelling

house and appurtenant attached structures on each Lot, as hereinafter provided. Each house shall be designed and erected for occupation by a single private family. A private attached garage for the sole use of the occupants of the Lot, upon which the garage is erected, must also be erected and maintained. Lessees of any Lot shall be subject to the terms and conditions of this Declaration, the By-Laws, and all rules and regulations promulgated pursuant to this Declaration and the By-Laws, all of which shall be incorporated into the Lease of any lot by reference, and any violation of the same by a Lessee shall be deemed to be a violation by the Lessor-Lot Owner and subject that Lot Owner to the same penalties and sanctions as if the Lot Owner himself violated the Declaration, By-Laws, or any rules and regulations.

2.2 Style of Building.

The architecture and design of any building or structure on any lot within the Subdivision shall follow the style of "Traditional", as defined within the construction industry, specifically excluding, without limitation, any structure that follows a modern or contemporary design, flat-roofed home, or shed roof, no quad-level or tri-level building shall be constructed within the Subdivision. Each home shall be custom designed and of a unique and authentic character and design.

In an effort to maintain a consistent level of quality, character, uniqueness, authenticity and design, it is strongly recommended that architects specializing in these areas be utilized and approved by the Architectural Review Committee prior to submission of plans, designs and/or drawings. The following architects are approved and recommended:

A. Walter F. Coponen, Coponen Architects, Inc., 108 N. Center Street, Suite 203, Northville, MI 48167, (810) 348-4141; and
 B. Carl Palazzola, Bryce and Palazzola Architects & Associates, 6018 West Maple, West Bloomfield, MI, (810) 855-3150.

2.3 Character and Size of Building.

No dwelling shall be permitted on any Lot unless:

A. In the case of a one-story building, the living area thereof shall be no less than two thousand five hundred (2,500) square feet;

B. In the case of a two-story building, the living area thereof shall be no less than three thousand (3,000) square feet;

C. In the case of a one and one-half (1-1/2) story building, the living area thereof shall be no less than two thousand eight hundred (2,800) square feet; and,

- A. Thirty-five (35) feet from the front lot line or as allowed by the municipality; nor,
- B. Fifteen (15) feet from the side lot line; nor,

No building on any lot shall be erected nearer than:

2.7 Minimum Yard Requirements.

the 37 Lots platted shall have one dwelling constructed upon the Lot.

No Lot or portion of a Lot shall be combined with another Lot to form a larger parcel. Each of

2.6 Combination of Lot.

No parcel may be sub-divided or split. Any transfer, conveyance, or assignment of any Lot as shown on the original Plat shall be transferred as a total parcel, with no portion thereof being allowed to be transferred, conveyed, or assigned as a separate parcel or in conjunction with another Lot.

2.5 Lot Splits.

No parcel may be sub-divided or split. Any transfer, conveyance, or assignment of any Lot as shown on the original Plat shall be transferred as a total parcel, with no portion thereof being allowed to be transferred, conveyed, or assigned as a separate parcel or in conjunction with another Lot. All garages shall be attached and architecturally related to the dwelling. Garage doors shall not face the street on which the residence fronts. The Architectural Review Committee may grant such exceptions to this Restriction as it deems suitable. No garage shall provide space for less than two (2), nor more than four (4) automobiles.

2.4 Garages.

All computations of square footage for determination of the permissibility of erection of a residence under this section shall be exclusive of basements, attics, garages, patios, porches or similar areas which are not normally classified as living areas. No building greater than two and one-half (2-1/2) stories shall be constructed. maximum size requirements herein.

The Architectural Review Committee may, under exceptional circumstances, grant a request to construct or expand a building which size is greater than six thousand (6,000) square feet, if the Architectural Review Committee believes, in its sole opinion, that the building, lot, and circumstances are of a special and unique character and situation, that such exception would not be detrimental to the subdivision. The Architectural Review Committee may deny a request for a building if it determines that the building is too large for the Lot, even though the square footage of the building does not exceed the

The size of the building must be in proportion to the size of the Lot, and the adjacent Lot's buildings, if built. The square footage of any building will not exceed six thousand (6,000) square feet.

2.11 Driveways and Walkways.

not limited to height, material and color. Architectural Review Committee has approved said fencing and all aspects of said fencing, including, but and (ii) for landscaping or decorative purposes, consisting of low ornamental fencing, and provided the wrought-iron and provided location of said fence shall be approved by the Architectural Review Committee; surrounding swimming pools, or otherwise as required by law, and in such event, such fences must be as allowed herein. Notwithstanding any other provisions, fences may be allowed as follows: (i) for No fences of any kind may be erected, constructed, or maintained anywhere within the Lot, except Review Committee.

structural retaining walls and walls as part of a landscaping plan may be approved by the Architectural the exterior of the structure, but not wood, and must be attached to the structure. However, unattached All ornamental walls must be constructed of brick, stone or materials used in the construction of normal grade, not on a berm), in architectural harmony with the design of the building, may be erected. building line of any Lot; provided, however, that low ornamental walls (or less than 2-1/2 feet in height at No fence, wall, or solid hedge may be erected, grown, or maintained in front of, or along the front

2.10 Fences and Walls.

No septic tank systems shall be dug, installed, constructed or maintained on any Lot.

2.9 Septic Tanks.

clapboard siding, vinyl siding, aluminum siding, cement block, asphalt, slag, plywood or imitation brick. block, Texture one-eleven (T1-11), no reverse board and batten, any type of masonry, pressboard, or aforesaid, and all other materials shall not satisfy this requirement, including, without limitation, cinder combination thereof. No structure shall have a visible exterior wall, which is not finished with any of the to Michigan, dry-vit (or its equivalent), wood (painted, treated or stained), stucco, natural cedar, or any The visible exterior walls of all structures on the Lot shall be made of brick, split fieldstone native

2.8 Exterior Surface of Dwellings.

has been obtained through the municipality. shall be required to comply with the municipal front, rear and side yard requirements, unless a variance smaller than the above minimums shall be deemed a valid waiver of this Restriction; however, Lot Owner Approval of a variance by the Architectural Review Committee permitting front, rear or side yards

C. Fifty (50) feet from the rear lot line, or as allowed by the municipality.

All driveways, aprons, parking areas and walkways must be paved with black asphalt, brickpaver, or combination thereof, and shall be of a curved configuration (no circular drive shall be required). The driveways must be completed within six (6) months from the date of the issuance of any Township-issued occupancy permit.

2.12 Sidewalks.

No sidewalks shall be installed by any Lot Owner, unless sidewalks are required by the Township of Northville; in the event that the Township requires the installation, construction and maintenance of sidewalks, the individual Lot Owners shall be responsible for the cost and expense of so constructing, installing and maintaining said sidewalks.

2.13 Signs.

No sign or billboard of any kind shall be placed, erected, or maintained on any Lot, except one sign of not more than five (5) square feet shall be allowed, advertising the property for sale, which sign shall be removed within ten (10) days after a Purchase Agreement has been entered into.

2.14 Animals.

No farm animals, livestock, poultry, or wild animals shall be kept, raised, bred or harbored on any lot, nor shall any animals be kept or bred for commercial purposes. Domestic animals commonly deemed to be household pets (including without limitation, dogs, cats, exotic birds, tropical fish) may be kept by the Owner and members of his household, so long as such pets shall have such care, so as not to be objectionable or offensive to others, due to noise, odor or unsanitary conditions.

2.15 Weapons.

No lot owner or his invitees or guests, shall use or discharge within the Subdivision, any B-B guns, air rifles, bow and arrows, cross bows, firearms, rifles, shotguns, handguns or pellet guns.

2.16 Refuse.

No lot owner shall allow the lot to be used or maintained as a dumping ground for rubbish, trash, brush, garbage, or other waste. All refuse shall be kept in sanitary containers, properly concealed from public view. Garbage containers shall not be left out at the roadways for more than 24 hours in any seven-day period.

2.17 Maintenance of Improvements.

Each lot owner shall keep all improvements on his lot in good condition and in good repair at all times.

2.18 Nuisances.

No noxious or offensive activity or condition shall be carried on or allowed to exist on a Lot Owner's lot or within the Subdivision, nor shall anything be engaged in, performed, or done thereon, which may be or become an annoyance to any Lot Owners of the Subdivision.

2.19 Presence of Utility and Recreational Vehicles.

No utility vehicles or equipment, pleasure vehicles or equipment, recreational vehicles or equipment, or commercial vehicles or equipment, including, but not limited to, mowers, tractors, other lawn or garden equipment, campers, boats, boat trailers, house trailers, mobile homes, truck tractors, trailers, motor vehicles with commercial license plates, or motor vehicle vans greater than twelve (12) passenger in size, buses, unlicensed motor vehicles or non-functioning motor vehicles shall be stored or parked on any Lot, unless stored fully enclosed within an attached garage. This restriction allows for the occasional non-recurring temporary parking or storage of the aforesaid excluded items on a Lot for a period not to exceed 72 hours in any period of thirty (30) consecutive days.

2.20 Laundry.

No laundry shall be hung for drying outside the dwelling, where it is visible from the roadway.

2.21 Swimming Pools.

No swimming pool may be built which is higher than one (1) foot above the final lot grade. No swimming pool may be built, unless some portion of the pool is within twenty (20) feet of the residence; this restriction may be varied by the Architectural Review Committee, based upon the circumstances of the individual lot. All swimming pools must be constructed so that they drain into either the sanitary sewer or storm sewer system only.

2.22 Exterior Lighting.

No exterior lighting shall be installed or directed so as to disturb the occupants of neighboring lots or impair the vision of traffic on any street.

2.23 Antennas.

No radio, television or other communication antennas of any type, which exceed twenty-four (24") inches in height, and/or which exceed twenty-four (24") inches in diameter may be installed on or outside of any residence. Antennas of any size may be installed or placed in the interior of any residence, provided the antenna is not visible from the exterior, and further provided the structure housing the antenna was not constructed solely for the antenna.

At the time a party becomes a Lot Owner by purchase from Developer, said purchasing Lot Owner shall pay at closing a Seven Thousand Five Hundred and no/100 (\$7,500.00) Dollars deposit to the Association to assure construction, installation and completion of the landscaping to its completion, which initial deposit (with accumulated interest being retained by the Association) will be refunded to Lot Owner upon satisfactory completion of required landscaping or used by the Association to complete construction, installation and completion of Lot Owner's landscaping as the Association deems necessary in the issuance of said Certificate of Occupancy.

Any Lot Owner receiving any Certificate of Occupancy of a newly constructed residence upon any lot between September 1 and May 1 shall have his lawn finished, graded, and seeded by the next June 30. Any Lot Owner receiving any Certificate of Occupancy of a newly constructed home between May 1 and August 30 shall have his lawn finished, graded, seeded, or sodded within sixth (60) days of the

2.28 Landscaping.

Any debts resulting from the destruction in whole or in part of any dwelling or building on any lot shall be removed with all reasonable dispatch from such lot in order to prevent an unsightly or unsafe condition.

2.27 Destruction of Building by Fire, Etc.

No Lot Owner shall lease and/or sublet less than the whole of any dwelling on said lot. No lease shall be for a period less than one (1) year.

2.26 Lease Restrictions.

Trailers, shacks, barns, tents, or any temporary buildings of any description whatsoever are expressly prohibited, and no temporary occupancy shall be permitted in unfinished buildings. Tents for entertainment or recreational purposes are permitted for periods not to exceed forty-eight (48) hours. Construction trailers may be permitted for use during the term of construction, upon approval of the Architectural Review Committee and the Township.

2.25 Temporary Structures.

No living tree of more than six (6") inches in diameter at three (3') feet above the ground shall be removed or cut without the prior written consent of the Architectural Review Committee. No surface soil shall be dug or removed from any lot for purposes other than building and landscaping on said lot without the prior written consent of the Architectural Review Committee.

2.24 Trees and Soil.

All chimneys intended for live fires shall be constructed as masonry chimneys, have flues lined throughout the entire height, with standard clay lining or other fire resistant material and said chimney shall vent through the roof. No prefabricated nor sheet metal chimney shall be installed or maintained.

2.32 Chimneys.

Windows and doors made of unpainted aluminum or non-factory painted aluminum are prohibited.

2.31 Windows and Doorwalls.

The construction of a new building, improvements, changes, or alterations to an existing building, or repair or replacement of any building damaged by fire or otherwise, shall be completed as rapidly as possible, however, in no event shall said construction completion exceed 730 days from the date of the issuance of a building permit or commencement of construction, whichever date shall occur first. Failure to complete construction and obtain a final occupancy permit within the time period set forth herein shall entitle the Association the right to require the uncompleted building to be demolished and removed at the sole cost and expense of the Lot Owner. The Association shall be entitled the right to obtain judicial relief in the enforcement of this Restriction, including, without limitation, obtaining an order requiring the demolition and removal of the uncompleted structure at the sole cost and expense of the Lot Owner, in addition to any other remedies available at law or in equity, or as allowed herein, and the violating Lot Owner shall be required to pay the Association's costs and expenses, including, but not limited to, attorneys fees, incurred as a result of seeking relief or enforcement of these provisions.

2.30 Construction Completion.

Upon Declarant transferring ownership interest in a lot, either by Deed or Land Contract, to either Builder or Lot Owner, the Builder or Lot Owner must obtain Architectural Review Committee approval, issuance of a building permit by the Township of Northville, and actually commence construction of the building on the lot within 365 days from the date of closing.

2.29 Commencement of Building.

The Lot and the right-of-way contiguous to each lot shall be kept free of weeds by the Owner and shall be well maintained at all times. Each lot shall have underground automatic sprinkling systems installed (to be located where applicable), which shall be maintained as to be operational.

Association's sole discretion. In the event the deposit is insufficient to pay for said landscaping, the Association may pay the additional amount and place a lien against Lot Owner's Lot as allowed within this document.

No trash shall be burned on any Lot. No water heater, furnace, or other utility flue or other type of exhaust flue shall be vented through the roof directly; same must be vented into the masonry chimney, or vented out the side of structure as allowed by code.

2.33 Underground Lines.

All utility lines, including electric, gas, telephone, and cable television, must be installed underground.

2.34 Mailbox.

All mailboxes installed on a Lot must be identical in size, design and color. At the time a party becomes a Lot Owner by purchase from Developer, said purchasing Lot Owner shall pay at closing a three hundred fifty (\$350.00) and no/100 Dollar fee to the Association for their initial mailbox, which fee will be used to acquire and install said mailbox. Any replacement mailbox must comply with this restriction and be as identical as possible to the then existing mailboxes of other Association members. Lot Owner shall be obligated to pay for any replacement mailbox.

2.35 Basketball Backboards.

No basketball backboards shall be allowed unless backboard is made of acrylic and/or other transparent materials.

2.36 Building Lines.

The location of any house on a Lot shall be subject to approval of the Architectural Control Committee. The house should be within seven (7) feet of all other house building lines adjacent to, and within close proximity to, the subject house. Any Lots on a street curve shall have the house located in such a fashion to coincide with the street curve and create a smooth transition from the curve of the street.

2.37 Low Phosphorus Fertilizer.

Only low phosphorus fertilizer shall be used on any land within the Subdivision.

2.38 Floodplains.

The recorded Plat of Fox Hollow Subdivision indicates areas labeled "floodplain area" which shall be shown as a floodplain within the subdivision as a contour line labeled "Floodplain contour as established by the Department of Natural Resources, Elevation 823.0, N.G.V. datum". The contour line is dimensioned from the street or traverse line along each affected side-lot line. The aforesaid elevation is based upon the 100-year flood elevation of Elizabeth Lake being 823.0, N.G.V. Datum. This was determined by the

Department of Natural Resources of the State of Michigan, by the expected rise in current lake level from storage or rainfall and estimated runoff from the watershed. Plan approval shall be based on the aforesaid floodplain elevation, or as same shall be amended and established by the Township of Northville, as determined by Township engineers. For any lots within the Subdivision, no grading, filling, excavating, paving or other occupation of the floodplain area shall take place without prior written approval of the Michigan Department of Natural Resources and the Township of Northville. Unless waived by the Michigan Department of Natural Resources and the Township of Northville, the following standards shall apply to each building constructed in the floodplain area. All property and buildings shall comply, in perpetuity, with sections (c) through (g), inclusive, of Subdivision Administrative Rule R560.304(2) of the Department of Natural Resources, Land and Water Management Division. All buildings used or capable of being used for residential purposes and occupancy within or affected by the floodplain of Fox Hollow Subdivision shall:

- A. Have lower floors, excluding basements, not lower than the elevation of the contour defining the floodplain limits; and,
- B. Have openings into the basement not lower than the elevation of the contour defining the floodplain limits; and,

- C. Have basement walls and floors, below the elevation of the contour, defining the floodplain limits, water tight, and designed to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the floodplain limits following methods and procedures outlined in Chapter 5, Type A Construction, and Chapter 6 for Class I Loads Found in "Flood-Proofing Regulations" EP1165 2 314, prepared by the Chief of Engineers, U.S. Army, Washington, D.C., June, 1972. Figure 5, Page 14.5 of the regulations show typical foundations, drainage and waterproofing details. This document is available, at no cost, from the Department of Natural Resources, Land and Water Management Division, P.O. Box 30028, Lansing, Michigan 48909, or Department of the Army, Corps of Engineers, Publications Dept., 890 S. Pickett, Alexandria, VA 22304; and,

- D. Be equipped with positive means of preventing sewer backup from sewer lines and drains which serve the building; and,
- E. Be properly anchored to prevent flotation.

The Lot Owner and/or occupant of each Lot shall maintain the surface area of easements within his property, including the "floodplain area", indicated on the Plat of Fox Hollow Subdivision, to keep grass

and weeds cut, to keep the area free of trash, debris, bushes, brush and plantings, and, further, shall take such action as may be necessary to eliminate or minimize surface erosion, including erosion of the slopes within the floodplain area, above-described, and to prevent siltation thereof.

The Township of Northville may, from time to time, adopt standards more stringent than the foregoing. No plan approval shall be granted in conflict with the standards adopted by the Township of Northville, or other governing municipality.

The provisions of this section may not be amended, except for amendments to conform with changes in the rules and regulations of the Michigan Department of Natural Resources, and shall not expire upon the termination time of the Declaration.

2.39 Regulated Wetlands.

Fox Hollow Subdivision contains wetland areas and floodplain areas and water, as designated on the Subdivision Plat regulated by the Michigan Department of Natural Resources (DNR). The wetland areas are typically located within the park commons areas, however, there are wetland areas within the property boundary of a number of lots. A 25-foot buffer from the wetland area to the building envelope line has been provided in all cases, with the exception of lot 19 which has a 15 foot buffer provided. No grading, filling, construction, excavation, clearing or encroachment of any kind will be permitted within the aforesaid wetland area, floodplain area, or water without the prior written approval of the DNR, and the majority of the Board of Directors of the Association approving same based upon a practical difficulty or unnecessary hardship. Failure to adhere to this provision shall subject Lot Owner or violators to not only claims for relief by the DNR, but also to action by the Association for judicial relief in the enforcement of these Restrictions, including, without limitation, obtaining an order enjoining further violation, as well as remediation for any violation, in addition to any other remedies available at law or in equity, or as allowed herein. Furthermore, the Association shall have the right to undertake any remedial action to correct any action by a violating Lot Owner and the violating Lot Owner shall be obligated to reimburse and/or pay the Association for any fees, expenses and costs incurred for the remedial action, plus any other aforesaid costs and expenses, within ten (10) days of notice, and failure of Lot Owner to pay same shall result in the Association having a right to place a lien against the Lot Owner's lot for the amount to which the Lot Owner is obligated. In addition to the aforesaid relief, the violating Lot Owner or violators shall be required to pay the Association's costs and expenses including, but not limited to attorney's fees, consultant fees and expert fees, incurred as a result of seeking relief or enforcement of these provisions.

The Lot Owners of the Subdivision and the Association, as successors to the Declarant, shall be responsible for the care, maintenance, operation, inspection, repair, improvement, installation, construction and management of all of the Subdivision and the retention basins, easements, drains, rights-of-way, areas and improvements which are the subject of any agreement with any governmental agency, and common area. In the event the Association or the Lot Owners fail or refuse to provide the necessary care, maintenance, operation, inspection, repair, improvement, installation, construction and management, then in such event the Township shall have the right to assess all costs, expenses and charges for the same against the Lot Owners or Lots to the extent of each Lot Owner/Lot being responsible for one-thirty-seventh of the total. The Association and the Lot Owners, their agents, representatives, successors and assigns shall be severally, and not jointly liable, for each such Lot Owners' proportionate share of the costs

B. The Lot Owners of the Subdivision and the Association, as successors to the Declarant, or Common Property in the Subdivision.

The Charter Township of Northville, ("Township"), its employees, agents, independent contractors, successors and assigns, upon and across the land described in Exhibit "A", at any time for the purpose of inspecting, repairing, maintaining, removing, installing, reinsinstalling and constructing any improvements which are the subject of any agreements between the Declarant and the Township or the Declarant and the County of Wayne, Michigan ("County"). Notwithstanding any of the foregoing, the license granted pursuant to this Article shall not entitle the Township, its employees, agents, independent contractors, successors and assigns, to do any act or thing or exercise any power which would interfere with or disturb the use or enjoyment, future or otherwise, of the Declarant, Lot Owners or the Association of any Properties, Lots

A. The Charter Township of Northville, ("Township"), its employees, agents, independent contractors, successors and assigns, are hereby granted an irrevocable license to enter, only to the extent necessary, upon and across the land described in Exhibit "A", at any time for the purpose of inspecting, repairing, maintaining, removing, installing, reinsinstalling and constructing any improvements which are the subject of any agreements between the Declarant and the Township or the Declarant and the County of Wayne, Michigan ("County"). Notwithstanding any of the foregoing, the license granted pursuant to this Article shall not entitle the Township, its employees, agents, independent contractors, successors and assigns, to do any act or thing or exercise any power which would interfere with or disturb the use or enjoyment, future or otherwise, of the Declarant, Lot Owners or the Association of any Properties, Lots

The Declarant has granted and/or hereby grants the following license, which constitutes a license restriction and covenants upon the Subdivision, which shall run with the land ("subdivision") and shall be binding upon the Association, Lot Owners thereof, and their agents, representatives, heirs, personal representatives, successors and assigns as follows:

2.41 Northville Township License.

All lots and common areas within Fox Hollow Subdivision shall be subject to any and all Charter Township of Northville ordinance or regulation with respect to trees and woodlands, even though said ordinance or regulation may not otherwise apply. No lot owner shall remove a living tree, subject to the Township ordinance or regulation, except to the extent permitted within the ordinance or regulation and first obtaining the Architectural Control Committees' approval.

2.40 Tree and Woodlands Protection

Each Lot owner shall be entitled to one vote for each Lot owned. When more than one person owns an interest in a lot, all such persons shall be members of the Association; however, only one vote shall be allowed for each Lot, and the vote for such lot, when more than one person owns a Lot, shall be exercised by the designated representative of the Co-Lot Owners, as they shall determine. The name of

3.3 Voting Rights.

Membership shall be apportioned to, and may not be separated from, ownership of a Lot. Every Lot Owner shall automatically, by virtue thereof, become a member of the Association.

3.2 Membership.

in the Corporate Articles and By-Laws of the Association, and as allowed by law. State of Michigan and shall have such powers as enumerated in this Declaration, as well as those set forth shall be incorporated and organized as a non-profit corporation for perpetual term under the laws of the Hollow Subdivision, to be known as Fox Hollow Homeowners' Association ("Association"). The Association There is hereby established an Association of Lot Owners of Lots 1 through 37, inclusive, Fox

Homeowners' Association.

3.1 Establishment of Non-Profit Michigan Corporation as the Fox Hollow

HOMEOWNERS ASSOCIATION

ESTABLISHMENT AND DEDICATION OF

SECTION 3 -

Township by statute, ordinance, agreement or other provision of these restrictions shall be preserved. shall not be the exclusive right or remedy of the Township and the rights and remedies provided to the Subdivision and collect the same in the same manner as any property tax or assessment. The foregoing right to place such assessments on the Township tax rolls of the Properties and Lots constituting the requirement contained herein. In addition to the other methods of collection, the Township shall have the and a proof of service of said mailing shall be evidenced of the Township's compliance with the notice Owners as set forth in the existing tax rolls. Such notice shall be sent by first-class mail, postage prepaid last known address of the Association filed with the Township's Clerk and to the address of the Lot charges shall be due and owing upon written demand and notice by the Township to the Association at the and expenses incurred by the Township to discharge such responsibilities. Such costs, expenses and