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CHERRY HILL ORCHARDS SUBDIVISION

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, hereinafter referred to as the "Declaration", made on the date hereinafter set forth by PRACTICAL HOME BUILDERS, INC., a Michigan Corporation, hereinafter referred to as the "Declarant", whose address is 21790 COOLIDGE HIGHWAY, Oak Park, Michigan 48237.

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situated in the CHARTER TOWNSHIP OF CANTON, Wayne County, Michigan, more particularly described as follows:

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LOTS 1 through 273, both inclusive, and KINGSWAY PARK (Private Park), CHERRY HILL ORCHARDS SUBDIVISION, part of the Northwest one-quarter (1/4) of Section 23, Town 2 South, Range 8 East, CANTON TOWNSHIP, Wayne County, Michigan, according to the Plat thereof recorded in Liber 95, Pages 74, 75 and 76 of Plats, Wayne County Records;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the CHERRY HILL ORCHARDS HOMES ASSOCIATION, its successors and assigns.

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

RECORDED DEC 16 1974
BERNARD J. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY, MICHIGAN 48226

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

KINGSWAY PARK (Private Park), CHERRY HILL ORCHARDS SUBDIVISION, part of the Northwest one-quarter (1/4) of Section 23, Town 2 South, Range 8 East, CANTON TOWNSHIP, Wayne County, Michigan, according to the Plat thereof recorded in Liber 95, Pages 74, 75 and 76 of Plats, Wayne County Records;

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to PRACTICAL HOME BUILDERS, INC., a Michigan Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3rds) of each class of members agreeing to such dedication or transfer has been recorded.

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Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or land contract vendees who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 1, 1977.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) the annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against

which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Fifteen (\$15.00) Dollars per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than three (3%) per cent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above three (3%) per cent by a vote of two-thirds (2/3rds) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized

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under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) per cent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessment: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six (6%) per cent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof,

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shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

RESTRICTIONS UPON USE, OCCUPANCY, ETC.

Section 1. No lot subject hereto shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot subject hereto other than one (1) detached single-family dwelling not to exceed two (2) stories in height and a private garage for not more than three (3) cars for the sole use of the owner or occupant of the lot upon which such single-family dwelling and garage shall have been erected; and subject, further, to the additional covenants and restrictions hereinafter set forth and imposed upon and against said lots.

Section 2. The ground floor area of the main dwelling structure shall not be less than nine hundred fifty (950) square feet for a one-story dwelling, nor less than five hundred (500) square feet in the case of a two-story dwelling; provided, however, that within each dwelling structure with a basement thereunder there shall be a minimum floor area of nine hundred fifty (950) square feet, measured from the exterior faces of the exterior walls, exclusive of the area of basements, unfinished attics, attached garages, breezeways, utility rooms, enclosed and unenclosed porches; otherwise, to wit: without a basement thereunder, each such dwelling structure to contain a minimum floor area of one thousand one hundred fifty (1150) square feet.

Section 3. No dwelling shall be erected or placed on any lot having a width of less than sixty (60) feet at the minimum front building setback line, nor shall any dwelling be erected or placed on any lot having an area less than seven thousand two hundred (7200) square feet; provided, however, that if any of the above described lots shall be reduced in total area to less than seven thousand two hundred (7200) square feet by the taking, use or purchase of a portion thereof for a public purpose by a public agency, this provision shall not apply to prohibit the construction of a dwelling upon such lot as reduced in size.

Section 4. No building shall be located on any lot nearer than twenty-five (25) feet to the front lot line or nearer than twenty-five (25) feet to a side street

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lot line, in the case of a corner lot, except with the requisite consent and approval of the CHARTER TOWNSHIP OF CANTON; and, provided, further, that where a corner lot shares a common rear yard relationship with the lot immediately to the rear thereof, and a common side yard relationship with the block directly across the common separating street, a minimum side yard of ten (10) feet on the street side of such lot shall be permitted. Garage locations on interior and corner lots shall conform to the setback requirements for the main dwelling structure. Except as above and hereinafter set forth, all dwelling structures shall be so located and erected upon the lot as to provide a minimum side yard on one (1) side thereof not less than five (5) feet and the combined total of the two (2) side yards on such lot shall not be less than fifteen (15) feet; provided, however, that in the case of a dwelling structure without an attached garage, there shall be a minimum side yard of at least ten (10) feet on the drive side of the lot and a minimum side yard of at least five (5) feet on the opposite side thereof; and, provided, further that a dwelling structure with an attached garage facing the street may be so located and erected upon the lot as to provide a combined total for the two (2) side yards on each such lot of not less than ten (10) feet, with a minimum side yard of at least five (5) feet on each side thereof.

Section 5. The exterior walls of all dwelling structures shall be constructed of brick or brick veneer or stone, or a combination thereof, provided, however, that the use of wood or other building materials such as aluminum or asbestos siding, but not including stucco, on the rears or sides of such structures, above the first floor, in gable ends, on bays and overhangs, or above the window sills, and for trim, decorative and architectural design purposes, shall be permitted; and, provided, that nothing herein contained shall prohibit the use of wood or aluminum or asbestos siding on the whole, or any part, of the rear and/or side exterior walls of any dwelling structure and/or attached garage constructed within CHERRY HILL ORCHARDS SUBDIVISION.

Section 6. Easements for the construction, installation and maintenance of public utilities, and for surface drainage facilities, and for sanitary sewer, storm sewer and water main facilities and for the HUSTON (County) DRAIN, and for the TRUESDELL (County) DRAIN, are reserved as shown on the recorded Plat and/or as may otherwise appear of record, and as set forth herein. In addition, easements are hereby specifically reserved to the undersigned and their assigns, in, through and across a strip of

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land six (6) feet in width along all rear lot lines and in, through and across a strip of land three (3) feet in width along all side lot lines for the installation, where necessary, and maintenance of telephone and electric lines and conduits, sanitary and storm sewers, water mains, gas lines, and for surface drainage purposes, and for the use of any public utility service deemed necessary or advisable by the undersigned. The use of such easements, or parts thereof, may be assigned by the undersigned at any time, to any person, firm, corporation, governmental agency or municipal authority or department furnishing one (1) or more of the foregoing services and/or facilities, and any such easement herein reserved may be relinquished and waived, in whole or in part, by the undersigned by the filing for record of an appropriate instrument of relinquishment. Within all of the foregoing easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such service facilities and utilities, including underground electrical and telephone local distribution systems, or which may change, obstruct or retard the flow or direction of water in and through drainage channels in the easements, nor shall any change, which may obstruct or retard the flow of surface water or be detrimental to the property of others, be made by the occupant in the finished grade of any lot once established by the builder upon completion of construction of the house thereon. The easement area of each lot and improvements in it shall be maintained in a presentable condition continuously by the owner of the lot, except for those utilities for which a public authority or utility company is responsible, and the owner of the lot shall be liable for damage to service facilities and utilities thereon, including damage to electric, gas and telephone distribution lines and facilities therein. No fence shall be installed within the easement areas reserved for the HUSTON (County) DRAIN and for the TRUESDELL (County) DRAIN without the prior written consent of the CHARTER TOWNSHIP OF CANTON and the WAYNE COUNTY DRAIN COMMISSIONER. There shall be no vehicular access to and/or from LOTS 1, 135, 136 and 273, above described, to and/or from CHERRY HILL ROAD, or to and/or from LOTS 25, 26, 43, 44, 61, 62, 79, 80, 92 and 93 above described, to and/or from LILLEY ROAD, except by means and way of the public street(s) serving such lots.

Section 7. All lots within The Properties shall have a lawn installed and shrubbery planted by the owner thereof within one (1) year after the completion date of the dwelling structure located thereon.

Section 8. All public utilities such as water mains, sanitary sewers, storm sewers, gas mains, electric and telephone local subdivision distribution lines, and all connections to same, either private or otherwise, shall be installed underground; provided, however, that above ground transformers, pedestals, cable and/or other feeder pole lines, and other above ground electric and telephone utility equipment associated with or deemed necessary by The Detroit Edison Company and the Michigan Bell Telephone Company, or the undersigned, for underground utility installations and distribution systems, and surface and off-site drainage channels and facilities, as well as street lighting stanchions, shall be permitted. The said LOTS 1 through 273, both inclusive, above described, are, in addition, subject to the terms of an Agreement-Easement-Restrictions recorded in Liber 18928, Page 235, Wayne County Records, between the undersigned and The Detroit Edison Company and the Michigan Bell Telephone Company, and relating to the installation and maintenance of underground electric and communication service and facilities, and which instrument is, by this reference, incorporated herein. The said LOTS 1 through 273, both inclusive, above described, will, in addition, be subject to charge, from time to time, for street lighting facilities installed and/or to be installed by the Detroit Edison Company pursuant to request of the CHARTER TOWNSHIP OF CANTON, in accordance with applicable ordinances pertaining thereto.

Section 9. No fence or wall shall be erected, placed or altered on any lot nearer to the front street than the front building setback line, or nearer to the side street on corner lots than the side building setback line, and provided, further, that no fence more than forty-eight (48) inches in height shall be constructed, except that solid fences or walls erected for the purpose of creating privacy for the occupant of a lot may be constructed to, but shall not exceed seventy-two (72) inches in height, and may be located only along rear lot lines and side lot lines no closer than the rear of the building on such lot and not beyond the side building setback line on the street side in the case of a corner lot.

Section 10. Anything herein contained to the contrary notwithstanding, the undersigned, its successors and assigns, its or their agents, employees and sales representatives may use and occupy any lot or house built in The Properties as a sales office for the handling of sales of lots and/or houses therein or other lands in the

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TOWNSHIP OF CANTON owned by the undersigned, until all of the lots and/or houses to be built on said lands shall have been sold, and further, may construct fences otherwise in violation of Section 9 above in front of, or along side of, model or display houses during such sales period; provided, however, that at such time as such model or display house is sold, any such fence or portion thereof otherwise in violation of Section 9 above shall be removed by the builder of such model or display house.

Section 11. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 12. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

Section 13. No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs of any size used by the builder or developer to advertise the property during the construction and sales period above described.

Section 14. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

Section 15. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Incinerators shall be of a type which minimize offensive odors when in use.

Section 16. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular areas formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of a street property line extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a

street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) per cent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) per cent of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3rds) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 12th day of December, 1974.

L18988 PA814

PRACTICAL HOME BUILDERS, INC.,
a Michigan Corporation

Nancy J. Johnson
Nancy J. Johnson

By: Richard M. Lewiston
Richard M. Lewiston,
Executive Vice-President

Mary A. Dyer
Mary Dyer

And: Nathan I. Goldin
Nathan I. Goldin,
Secretary

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 12th day of December, 1974, before me, a Notary Public in and for said County, personally appeared RICHARD M. LEWISTON and NATHAN I. GOLDIN, to me personally known, who being by me duly sworn, did each for himself say that they are respectively the EXECUTIVE VICE-PRESIDENT and SECRETARY of PRACTICAL HOME BUILDERS, INC., a Michigan Corporation, 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 RICHARD M. LEWISTON and NATHAN I. GOLDIN acknowledged said instrument to be the free act and deed of said Corporation.

Nancy J. Johnson
Nancy J. Johnson, Notary Public
Macomb County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: 11/22/76

When recorded return to:

Richard M. Lewiston
21790 Coolidge Highway
Oak Park, Michigan 48237

Drafted by:

Richard M. Lewiston
21790 Coolidge Highway
Oak Park, Michigan 48237

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22

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

CHERRY HILL ORCHARDS SUBDIVISION

THIS AMENDMENT to Declaration of Covenants, Conditions and Restrictions made this 17th day of December, 1974, by PRACTICAL HOME BUILDERS, INC., a Michigan Corporation, whose address is 21790 COOLIDGE HIGHWAY, Oak Park, Michigan 48237.

WITNESSETH:

WHEREAS, PRACTICAL HOME BUILDERS, INC. is, at the date hereof, the owner, in fee simple, of all of the lots within CHERRY HILL ORCHARDS SUBDIVISION, more particularly described as follows:

LOTS 1 through 273, both inclusive, and KINGSWAY PARK (Private Park), CHERRY HILL ORCHARDS SUBDIVISION, part of the Northwest one-quarter (1/4) of Section 23, Town 2 South, Range 8 East, CANTON TOWNSHIP, Wayne County, Michigan, according to the Plat thereof recorded in Liber 95, Pages 74, 75 and 76 of Plats, Wayne County Records;

WHEREAS, PRACTICAL HOME BUILDERS, INC. is the Declarant in and is desirous of amending the Declaration of Covenants, Conditions and Restrictions pertaining to CHERRY HILL ORCHARDS SUBDIVISION, hereinafter referred to as the "Declaration", recorded in Liber 18988, Page 803, Wayne County Records, in the following respects, pursuant to the power of amendment reserved within ARTICLE VI, Section 3, thereof.

NOW, THEREFORE, the Declaration is hereby modified, as follows:

1. Article III of the Declaration is hereby modified, as follows:

RECORDED JAN 17 1975 AT
ARTICLE III BERNARD J. YOUNGBLOOD, Register of Deeds
MEMBERSHIP AND VOTING RIGHTS WAYNE COUNTY, MICHIGAN 48226

Section 1. Every owner of a Lot which is subject to assessment shall be a stockholder and member of the Association. Ownership of stock and membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two (2) classes of stock, a Class A stock and a Class B stock.

(a) Class A stock shall be issued only to the Declarant and the Declarant shall be entitled to one (1) share of Class A stock for each Lot within The Properties of which it is an Owner. Upon the transfer by the Declarant of any Lot to a new Owner, the share of Class A stock issued to the Declarant with respect to such Lot shall be canceled. Each share of Class A stock shall be entitled to three (3) votes.

(b) One (1) share of Class B stock shall be issued to each Owner of a Lot, other than the Declarant. Each share of Class B stock shall be entitled to one (1) vote.

(c) At such time as the total votes outstanding attributable to the Class B stock equal the total votes outstanding attributable to the Class A stock, or on December 1, 1977, whichever shall first occur, all Class A and Class B stock then outstanding, and all stock subsequently issued by the Association, shall be and be deemed to be Class A stock and entitled to one (1) vote per share.

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2. Except as herein expressly modified and/or amended, the Declaration shall continue in full force and effect according to its terms.

WITNESS:

SIGNED BY:

PRACTICAL HOME BUILDERS, INC.,
a Michigan Corporation

Nancy J. Johnson
Nancy J. Johnson

By: Richard M. Lewiston
Richard M. Lewiston,
Executive Vice-President

Mary Dyer
Mary Dyer

And: Nathan I. Goldin
Nathan I. Goldin,
Secretary

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 17th day of December, 1974, before me, a Notary Public in and for said County, personally appeared RICHARD M. LEWISTON and NATHAN I. GOLDIN, to me personally known, who being by me duly sworn, did each for himself say that they are respectively the EXECUTIVE VICE-PRESIDENT and SECRETARY of PRACTICAL HOME BUILDERS, INC., a Michigan Corporation, 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 RICHARD M. LEWISTON and NATHAN I. GOLDIN acknowledged said instrument to be the free act and deed of said Corporation.

Nancy J. Johnson
Nancy J. Johnson, Notary Public
Macomb County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: 11/22/76

When recorded return to:
Richard M. Lewiston
21790 Coolidge Highway
Oak Park, Michigan 48237

Drafted by:
Richard M. Lewiston
21790 Coolidge Highway
Oak Park, Michigan 48237