

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS**

**THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (this "Declaration") is made this 17th day of March, 1997, by **PULTE HOMES OF MICHIGAN CORPORATION**, a Michigan corporation, the address of which is 315 South Woodward Avenue, Suite 110, Royal Oak, Michigan 48067 (hereinafter sometimes referred to as "Developer").

**R E C I T A L S :**

A. Developer is developing certain real property located in the Township of Plymouth, County of Wayne, State of Michigan, as a residential unit development consisting of single family residential subdivisions and condominium projects to be developed in phases. The overall development of the residential unit development is depicted on the RUD Plan attached to the RUD Agreement (as hereinafter defined). Each phase is intended to be part of an overall project known as Country Club Village of Plymouth (the "Project").

B. Developer desires to develop the property described on Exhibit "A" attached hereto (the "Property") as a residential subdivision to be known as Country Acres Of Plymouth Subdivision No. 1, the plat of which is recorded in Liber 110, Page 68-84 Wayne County Records. Developer may include subsequent phases of the Project in the property subject to this Declaration by amendments to this Declaration.

C. Developer desires to: promote the proper use and appropriate development and improvement of the Property; protect the owners of the Property against improper use of surrounding lots as may depreciate the value of the Property; guard against the construction of buildings with improper or unsuitable materials; encourage the construction of attractive improvements thereon and establish appropriate locations thereof to secure and maintain proper setbacks from the streets and adequate free spaces between structures; promote high standards of maintenance and operation of community facilities, open areas and services for the benefit and convenience of all owners of the Property and all residents; and, in general, provide for a residential project of the highest quality and character.

**NOW, THEREFORE**, Developer hereby declares that the Property described on Exhibit "A", as same may be amended, and any parcels, lots and/or condominium units into which the Property may be divided is, and shall be, held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations and grants hereinafter set forth, together with such other conditions, covenants, restrictions, reservations and grants which are hereafter recorded with respect to the Property; all of which conditions, covenants, restrictions, reservations and grants are for the benefit of and shall run with and bind the Property and all parties having any right, title or interest in the Property or any part thereof, or improvements thereon, as well as their heirs, personal representatives, successors and assigns.

\$ 4.00 REIMBURSEMENT  
\$ 44.00 DEED

**ARTICLE 1  
DEFINITIONS**

**Section 1.1** "Association" shall mean Country Club Village of Plymouth No. 1 Homeowners Association, a Michigan non-profit corporation to be formed by Developer for the purposes described herein, and its successors and assigns.

**Section 1.2** "Boulevard Islands" shall mean the boulevard islands and cul de sac islands located within the roads within the Property.

RECEIPT# 45A

RECORDED  
FOREST E. YOUNGBLOOD, REGISTER OF DEEDS  
WAYNE COUNTY, MI

EST  
4/17  
4/18  
20 pgs  
S  
RB

**Section 1.3** "Common Areas" shall mean those portions of the Property which are for the common use and enjoyment of the Owners, including any open space areas or other common areas shown on the recorded plat for the Subdivision, the area between lots 69 and 70 during any period it is not improved as a public road, and any improvements constructed within the foregoing areas for the common use and enjoyment of the Owners, including Storm Drainage Facilities, Entrance Way and Perimeter Fence Improvements, Irrigation Improvements and recreational amenities.

**Section 1.4** "Developer" shall mean Pulte Homes of Michigan Corporation, a Michigan corporation, its successors and assigns.

**Section 1.5** "Entrance Way and Perimeter Fence Improvements" shall mean any entrance way monuments, landscaping, signage and related improvements, and any perimeter landscaping, signage, fencing and related improvements installed by Developer within the Subdivision or within the right-of-way of the public roads running through or adjacent to the Subdivision or within such easements as may be granted to the Developer or the Association for the construction of such improvements.

**Section 1.6** "Irrigation Improvements" shall mean any irrigation systems and related facilities, including meters and back-flow protectors, installed by Developer within any of the Common Areas.

**Section 1.7** "Lot" shall mean each unit of land designated for residential use and the construction thereon of a single family dwelling, as identified on the recorded plat with respect to the Subdivision.

**Section 1.8** "Member" shall mean a member of the Country Club Village of Plymouth No. 1 Homeowners Association.

**Section 1.9** "Owner" shall mean the holder or holders of the record fee simple title to, and/or the land contract purchaser of, a Lot, whether one or more persons or entities. The term "Owner" shall not include any mortgagee or any other person or entity having an interest in a Lot merely as security for the performance of an obligation, unless and until such mortgagee or other person or entity shall have acquired fee simple title to such Lot by foreclosure or other proceeding or conveyance in lieu of foreclosure. If more than one person or entity owns fee simple title to a Lot, or in the event any Lot is subject to a land contract, then the interests of all such persons or entities, and the interest of the land contract seller and purchaser, collectively shall be that of one Owner.

**Section 1.10** "Property" shall mean that certain real property described on Exhibit "A" attached hereto and previously made a part hereof, as the same may be amended.

**Section 1.11** "Project" shall mean the overall residential unit development known as Country Club Village of Plymouth, including the subdivisions and condominium projects to be developed in accordance with the RUD Plan.

**Section 1.12** "RUD Agreement" shall mean that certain Residential Unit Development Agreement for the Project, entered into between Developer and the Township, as same may be subsequently amended or modified.

**Section 1.13** "RUD Plan" shall mean the Residential Unit Development Plan attached to the RUD Agreement, as same may be subsequently amended or modified.

**Section 1.14** "Storm Drainage Facilities" shall mean all storm drainage facilities located on the Property, including but not limited to stormwater detention/retention basins, storm sewer lines, manhole covers and storm drainage grates.

**Section 1.15** "Storm Drainage Facilities Maintenance Agreement" shall mean any agreements entered into between the Township and Developer pertaining to the maintenance, operation, inspection and repair of the Storm Drainage Facilities.

**Section 1.16** "Subdivision" shall mean the single family residential subdivision known as Country Acres Of Plymouth Subdivision No. 1 pursuant to the recorded plat and any additional phases that may be created pursuant to a recorded plat and added to this Declaration by amendments.

**Section 1.17** "Township" shall mean the Charter Township of Plymouth.

**Section 1.18** "Wetlands" shall mean those portions of the Property which are designated as wetlands and/or as wetland conservation easements on the recorded plat for the Subdivision and/or which are designated as such by any governmental unit or agency having jurisdiction over the Property.

**ARTICLE 2**  
**PROPERTY SUBJECT TO THIS DECLARATION**

The Property which is subject to and which shall be held, transferred, sold, conveyed and occupied pursuant to this Declaration is more particularly described on Exhibit "A" attached hereto as the same may be amended.

**ARTICLE 3**  
**HOMEOWNERS ASSOCIATION**

**Section 3.1** Creation And Purposes. Developer shall form a non-profit corporation in accordance with the Michigan Non-Profit Corporation Act, Act No. 162 of the Public Acts of 1982, as amended, which shall be known as Country Club Village of Plymouth No. 1 Homeowners Association or such other name as may be designated by Developer. The Association and its Members shall have those rights and obligations which are set forth in this Declaration and in the Articles of Incorporation and By-Laws of the Association.

The purposes of the Association shall be to maintain the Common Areas for the common use of all residents and Owners, to arrange for the provision of services and facilities of common benefit and, in general, to maintain and promote the desired character of the Subdivision.

**Section 3.2** Membership. Developer and every Owner shall be a Member of the Association. Every Owner shall become a Member commencing on the date on which said Owner is conveyed fee simple title to said Lot, or, if applicable, the date on which a land contract purchaser enters into a land contract to purchase said Lot. All membership rights and obligations shall be deemed a part of and may not be separated from, the ownership of any Lot.

**Section 3.3** Voting Rights. The Association shall have two (2) classes of Voting Members, which are as follows:

A. Class A Members shall consist of all Owners other than Developer. Each Class A Member shall be entitled to one vote on each matter submitted to a vote of Members for each Lot owned by the Class A Member. Where title to a Lot is held by more than one person or entity, all such persons or entities shall be Members and jointly shall be entitled to only one vote per Lot. Where a Lot has been sold pursuant to a land contract, the purchaser under said land contract shall be entitled to the vote for said Lot. Multiple Owners (including co-purchasers under a land contract)

may exercise one vote per Lot as they may mutually agree, and such co-owners or co-purchasers shall notify the Association in writing of the person entitled to exercise such vote. In the event any multiple Owners fail to provide such notice to the Association within thirty (30) days prior to the date set for a meeting, the Owner whose name first appears on record title shall be deemed to be the Member authorized to vote on behalf of all the multiple Owners and any vote cast in person or by proxy by said Owner, or the failure of said Owner to vote, shall be binding upon all such multiple Owners.

B. Developer shall be a Class B Member. In order to assure the orderly development and maintenance of the Subdivision and the Common Areas, the Class B Member shall be entitled to three (3) votes for each Lot owned by Developer in the Subdivision. Class B membership shall terminate as to any Lots owned by Developer at the time any such Lot is sold and conveyed to an Owner other than Developer, which Owner shall thereafter be a Class A Member.

**Section 3.4 Articles And By-Laws.** The Association shall be organized, governed and operated in accordance with its Articles of Incorporation and By-Laws, which shall be consistent with the provisions and purposes of this Declaration and the RUD Agreement. In the event there exists any conflict between the provisions contained within the Association's Articles of Incorporation and By-Laws, the provisions contained within this Declaration, and the provisions contained within the RUD Agreement, the provisions of the RUD Agreement shall control, followed in priority by the provisions of this Declaration, and then the Articles of Incorporation and By-Laws.

**Section 3.5 Directors.** The right to manage the affairs of the Association shall be exclusively vested in the Association Board of Directors. The Developer or its designated representative shall be the sole Director until such time as one hundred (100%) percent of the Lots within the Subdivision have been sold and conveyed by Developer, or until such earlier time as Developer may elect, in its discretion. Thereafter, the Board of Directors shall be elected by the Members of the Association in accordance with the provisions of the Articles of Incorporation and By-Laws of the Association.

#### ARTICLE 4

#### COMMON AREAS AND IMPROVEMENTS

**Section 4.1 Right Of Members To Use Common Areas.** Each Member of the Association shall have the right and non-exclusive easement to use the Common Areas for the purposes provided herein. The Members' easement rights shall exist regardless of whether any such Common Areas are included in a particular final plat, and each Member's easement and right to use the Common Areas shall be deemed a part of, and shall pass with title to, every Lot, regardless of whether such easement is specifically referenced in the deed conveying such Lot.

In addition, the Common Areas shall be used subject to the following general provisions:

A. There shall be no activity within any Wetlands except as permitted by applicable statutes, ordinances, rules and regulations of those governmental units having jurisdiction.

B. The Common Areas shall be used and maintained in accordance with the provisions of any and all maintenance and/or easement agreements which are now or hereafter entered into by and between Developer and/or the Association and any governmental entity or other party with respect to the Property or any portion thereof, and any amendments to such agreements.

C. The Association shall have the right to establish non-discriminatory rules and regulations as the Board of Directors may deem necessary or desirable for the safe, orderly and convenient operation and use of the Common Areas and the improvements, equipment, and facilities located thereon.

D. The owners of single family residential lots and/or condominium units within the Project shall have the right and non-exclusive easement to use the Common Areas for the purposes set forth in this Declaration, subject to non-discriminatory rules and regulations established by the Association.

**Section 4.2 Common Areas.** The Association shall be responsible for the maintenance and preservation of the Common Areas, subject to the ordinances, rules and regulations of governmental entities having jurisdiction over the Common Areas, the provisions of this Declaration and the RUD Agreement, and any maintenance and/or easement agreements entered into between Developer and/or the Association and any governmental entity or other party with respect to any portion of the Common Areas. No internal combustion engine-operated vehicle or machines of any kind, including without limitation, snowmobiles, motorcycles or all-terrain vehicles shall be allowed on or within the Common Areas, except maintenance vehicles or machinery necessary to maintain and preserve the Common Areas. The Association shall have the right to establish additional rules and regulations with respect to the Common Areas as the Board of Directors may deem necessary or desirable to insure the proper preservation and functioning of the Common Areas.

**Section 4.3 Storm Drainage Facilities.** The Association shall be responsible for the maintenance, operation, inspection and repair of the Storm Drainage Facilities, in accordance with the ordinances, rules and regulations of any governmental entities having jurisdiction over the Storm Drainage Facilities, and the Storm Drainage Facilities Maintenance Agreement between Developer and the Township and/or any other maintenance agreements entered into between Developer and any governmental entity with respect to the maintenance, upkeep and repair of the Storm Drainage Facilities. The Association shall have the right to establish additional rules and regulations with respect to the preservation and upkeep of the Storm Drainage Facilities as the Board of Directors may deem necessary or desirable to insure the continued proper operation of the Storm Drainage Facilities.

**Section 4.4 Boulevard Islands.** The Association shall be responsible for the maintenance, repair and replacement of all signage, landscaping and Irrigation Improvements that are within the Boulevard Islands, subject to any maintenance agreements entered into between Developer and/or the Association and any governmental entity having jurisdiction. The Association shall have the right to establish rules and regulations as the Board of Directors may deem necessary or desirable for the maintenance, upkeep and beautification of all Boulevard Islands in order to insure an aesthetically pleasing appearance for the benefit of all Owners within the Subdivision.

**Section 4.5 Entrance Way And Perimeter Fence Improvements; Irrigation Improvements.** The Association shall be responsible for the maintenance, repair and replacement of all Entrance Way and Perimeter Fence Improvements and all Irrigation Improvements. The Association shall have the right to establish rules and regulations as the Board of Directors may deem necessary or desirable for the maintenance, upkeep and beautification of all such improvements in order to insure an aesthetically pleasing appearance for the benefit of all Owners within the Subdivision.

**Section 4.6 Title To Common Areas.** At such time as the Association has been formed and organized the Developer may, in its discretion, convey title to the Common Areas to the Association. In any event, Developer shall convey title to the Common Areas to the Association not later than the date on which Developer conveys to an Owner the last Lot in the Subdivision in which Developer holds a fee title interest. The Association shall thereafter hold title to the Common Areas for the benefit of the Owners. The foregoing conveyance shall be subject to the Owners' easement of enjoyment and any easements reserved, dedicated or granted by Developer and any maintenance and/or easement agreements entered into with any governmental entity or other party prior to the date of conveyance.

**Section 4.7 Common Area Easements.** Developer and the Association, their agents and representatives, shall have a perpetual easement for reasonable access to the Common Areas, at all reasonable times for purposes of maintenance, repair, operation and improvement thereof.

Prior to the conveyance by Developer of title to the Common Areas to the Association, in accordance with Section 4.6 above, Developer, subject to all applicable state laws and municipal ordinances, shall have the exclusive right to dedicate or transfer all or any part of such Common Areas to the public use and the exclusive right to reserve, dedicate and/or grant public or private easements within the Common Areas for the construction, installation, repair, maintenance and replacement of rights-of-way, recreational facilities, golf courses, walkways, bicycle paths, water mains, sewers, storm drains, detention basins, electric lines, telephone lines, gas mains, cable television and other telecommunication lines and other public and private utilities, including all equipment, facilities and appurtenances relating thereto and/or for the preservation of any portion of the Common Areas in their natural state; provided such right is exercised in accordance with all applicable laws, rules and regulations, including the commencement of legal proceedings, if necessary. Developer reserves the right to assign any such easements at any time to any person, firm, corporation, governmental agency or municipal authority or department furnishing one or more of the foregoing services and/or facilities; provided such right is exercised in accordance with all applicable laws, rules and regulations, including the commencement of legal proceedings, if necessary. Developer may determine the location and configuration of such easements at its discretion.

Following the conveyance by Developer to the Association of title to the Common Areas, the Association shall have the right to dedicate or transfer all or any part of the Common Areas to the public use and the right to reserve, dedicate or grant public or private easements for such purposes and subject to such conditions as may be agreed upon by the Members; provided, however, that any dedication, transfer or determination as to the conditions thereof shall be effective only upon execution of an instrument signed by the holders of two-thirds (2/3) of all outstanding Class A votes and by Developer if Developer continues to own any Lots; and further provided such right is exercised in accordance with all applicable laws, rules and regulations, including the commencement of legal proceedings, if necessary.

**Section 4.8 Storm Drainage Facilities Maintenance Agreement.** Developer and the Township have entered into, or anticipate entering into, a Storm Drainage Facilities Maintenance Agreement, which is incorporated herein by reference. Upon the recording of this Declaration, the Association shall be responsible for performing all obligations of Developer under the Storm Drainage Facilities Maintenance Agreement including but not limited to: (i) the perpetual maintenance, operation, inspection and repair of the Storm Drainage Facilities; (ii) the payment of all costs and expenses incurred in connection with the maintenance, operation, inspection and repair of the Storm Drainage Facilities; and (iii) the duty to levy appropriate and sufficient assessments (both annual and special) to defray such costs and expenses.

**Section 4.9 Action By The Township.** In the event the Association fails at any time to maintain the Common Areas in reasonable order and condition or fails to perform its obligations under the Storm Drainage Facilities Maintenance Agreement, the Township may so advise the Association and its Members by serving a written notice by first class mail upon the resident agent of the Association, at the last known address of the same, as registered with the State of Michigan. Such notice shall describe the deficiencies in reasonable detail and establish a time period in which the deficiencies shall be cured, which period shall not be less than thirty (30) days from the date of mailing of such notice. If such deficiencies are not cured within such period or, if such deficiencies are of such a nature that they cannot be cured within such period and a good faith effort to commence their cure is not made, the Township shall have the right, but not the duty, to enter upon the Common Areas to eliminate any nuisance or other condition dangerous to public health, safety or welfare. The Township may assess the cost of such maintenance against the Association, and if not paid, against its Members equally in the same manner as taxes shall be assessed, and such assessment, if not paid, shall become a lien on the Lots in the Subdivision.

**ARTICLE 5**  
**COVENANTS FOR MAINTENANCE AND CAPITAL CHARGES**

**Section 5.1 Creation Of The Lien And Personal Obligation For Assessments.** Each Owner of a Lot, other than Developer, by accepting title to such Lot, or, by entering into a land contract for

the purchase of such Lot, shall be deemed to covenant and agree to pay to the Association, when due, the assessments described below, regardless of whether or not such covenant shall be expressed in such Owner's instrument of conveyance or land contract:

- A. annual assessments to meet regular Association expenses, which shall include such assessments required to maintain any easement referenced in Section 6.27 of this Declaration; and
- B. special assessments for capital improvements, to be established and collected as set forth below; and
- C. special assessments against Lots and Lot Owners for the maintenance of Lots, to be established and collected as set forth in Section 5.5B below; and
- D. all other assessments for taxes, levies, assessments or other charges lawfully imposed or charged to the Association with respect to the Common Areas.

The foregoing assessments, together with such interest thereon and costs of collection thereof (including court costs and reasonable attorneys' fees) which are described below, shall be a lien on the Lot against which they are made and all improvements thereon. Each such assessment, together with interest thereon, and the costs of collection thereof, in addition to constituting a lien on such Lot and improvements, shall also constitute a joint and several personal obligation of the person or persons who was/were the Owner(s) of the Lot on the date the assessment was established.

**Section 5.2 Purpose Of Annual Assessments.** The annual assessments levied under this Article 5 shall be used by the Association for the purpose of: (i) promoting the recreation, health, welfare and safety of the residents of the Subdivision; (ii) preserving, improving and maintaining the Common Areas; (iii) providing services and facilities for the benefit of residents of the Subdivision; (iv) maintaining, operating, inspecting and repairing the Storm Drainage Facilities; (v) maintaining, beautifying and improving any streets, parkways, rights-of-way, entrance ways, walkways, bicycle paths, and other common improvements within the Subdivision; and (vi) discharging any taxes, insurance premiums and mortgage installments relating to the Common Areas.

**Section 5.3 Annual Assessments.** Commencing in the year the Association is formed, and for each fiscal year of the Association thereafter, annual assessments shall be levied and paid in the following manner:

A. The Board of Directors of the Association shall levy against each Lot an assessment, based upon the projected costs, expenses and obligations of the Association for the ensuing fiscal year, which assessment shall be a specified amount per Lot. In the event the actual costs, expenses and obligations of the Association exceed the amount projected, the Board of Directors of the Association shall have the right to levy against each Lot such additional assessments as may be necessary to defray such costs, expenses and obligations.

B. For the first year in which the Association is formed, the annual assessment shall be \$200.00 per Lot. Within thirty (30) days following the beginning of each fiscal year of the Association thereafter, the Board of Directors shall send a written notice of assessment to each Owner stating the amount of the assessment established by the Board of Directors for the ensuing year. Any annual assessment may not be increased by an amount in excess of twenty-five (25%) percent of the annual assessment for the preceding year without the affirmative vote of sixty (60%) percent of the total combined Class A and Class B votes, cast in person or by proxy at a meeting of Members called for such purpose. The quorum requirements for such meeting shall be the same as those specified in Section 5.4 below. Each Owner shall pay said assessment within thirty (30) days from the date said written statement is mailed. Assessments not paid within said thirty (30) day period shall be deemed

delinquent and interest shall accrue on delinquent assessments at the interest rate established by resolution of the Association's Board of Directors, which interest rate shall not exceed the highest rate allowed by law.

C. Any Owner who acquires a Lot from Developer or from a person or entity exempt from the payment of assessments under Section 5.7 below, shall pay to the Association, on the date said Lot is conveyed to the Owner, an amount equal to the prorated balance of any annual assessment and special assessment, if any, established for the then current assessment period, based upon the number of days remaining in the then current assessment period from the date of conveyance. For each fiscal year thereafter, such Owner shall be liable for any and all assessments levied in accordance with this Article 5.

D. The fiscal year of the Association shall be established in the manner set forth in the Association's By-Laws.

E. The Association's Board of Directors, in its discretion, may establish an installment program for the payment of any regular, special or deficit assessment and may charge interest in connection therewith.

**Section 5.4 Special Assessments For Capital Improvements.** In addition to the annual assessments authorized by Section 5.3 above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any improvements on the Common Areas, including any fixtures, equipment and other personal property relating thereto; provided, however, that no such special assessment shall be levied unless first approved by sixty (60%) percent of the total combined Class A and Class B votes, cast in person or by proxy at a meeting of the Members duly called for such purpose. Written notice of such meeting shall be sent to all Members at least thirty (30) days in advance of the meeting, which notice shall set forth the purpose of the meeting. Any such special assessments shall be due and payable according to the terms and conditions and in the manner specified in the resolution of the Association. Any special assessment not paid when due shall be deemed delinquent and interest shall accrue on such delinquent assessment at the interest rate established by resolution of the Association's Board of Directors, which interest rate shall not exceed the highest rate allowed by law.

The quorum required for the first meeting called for the purpose of voting on a special assessment shall be at least ninety (90%) percent of all the then authorized votes present, either in person or by proxy. If the required quorum is not present at the first meeting called for the purpose of considering the special assessment, another meeting may be called for said purpose, with notice thereof to be given as provided for in this Section 5.4 and the required quorum at any such subsequent meeting shall be reduced to sixty (60%) percent of all then authorized votes present, provided that such second meeting is held within sixty (60) days from the date of the first meeting.

**Section 5.5 Uniform Assessment Rate; Assessments Against Specific Properties.**

A. Subject to Section 5.5B below, all annual, special and deficit assessments of the Association shall be fixed and established at the same rate for all Lots within the Subdivision.

B. In addition to the assessments otherwise authorized in this Article 5, the Association, following written request from Developer or the Architectural Control Committee referred to in Section 7.3 below, may levy a special assessment against one or more specific Lots, for the purpose of maintaining and caring for the surface thereof and any plantings, landscaping or other vegetation located thereon. A special assessment for such purposes shall not be levied except in compliance with the following procedures:



(i) The Developer or the Architectural Control Committee shall determine that the appearance of a Lot, or a portion thereof, significantly detracts from the appearance and attractiveness of the remainder of the Subdivision or otherwise constitutes a violation of the restrictions set forth in Article 6 below.

(ii) Written notice of such determination which specifies the nature of the unsatisfactory condition and the actions required to remedy the unsatisfactory condition shall be delivered to the Owner of the offending Lot.

(iii) The Owner shall have a period of not less than thirty (30) days from the date said Owner receives the above referenced notice to commence the required work.

(iv) If the Owner has not commenced the required work within said thirty (30) day period or, if having commenced such work, it is not completed within a reasonable time after commencement, the Association shall have the right to enter upon the Owner's property, complete the required work and assess the cost against such Lot; provided, however, such cost shall not exceed the reasonable cost for performing such work.

(v) Any assessment levied under this Section 5.5B shall be due and payable thirty (30) days from the date the Owner receives a statement. Any such assessment not paid when due shall be deemed delinquent and interest shall accrue on such delinquent assessment at the interest rate established by the Association's Board of Directors, which interest rate shall not exceed the highest rate allowed by law.

**Section 5.6 Certificate With Respect To Assessments.** Upon the written request of any Owner, the Association shall furnish, within a reasonable time, a written certificate regarding the status of any assessments levied against such Owner's Lot. Any such certificate, when properly issued by the Association, shall be conclusive and binding with regard to the status of the assessment as between the Association and any bona fide purchaser of said Lot described in the certificate and the lender who has taken a lien on said property as security for the repayment of a loan.

**Section 5.7 Exemptions From Assessments.**

A. All Lots owned by Developer shall be exempt from all regular, special and deficiency assessments. Upon conveyance of any Lot by Developer to a Class A Member, the exemption for each such Lot shall thereupon cease and such Lot shall then be liable for the prorated balance of that year's established annual assessment and special assessment, if any. Notwithstanding the foregoing, however, any Lots owned by Developer shall not be exempt from assessments by the Township for real property taxes and other charges.

B. Builders, developers and real estate companies who own or hold any Lot(s) for resale to customers in the ordinary course of business shall not be liable for the payment of any regular, special or deficit assessments imposed by the terms of this Article 5; provided, however, that any exemption established by this Section 5.7B shall cease and terminate as to any Lot in the event construction is not commenced within two (2) years from the date the Lot is acquired by such builder, developer or real estate company.

**Section 5.8 Subordination Of Liens To Mortgages.** The lien for assessments provided for in this Article 5 shall be subordinate to the lien of any mortgage or mortgages held by any bank, savings and loan association, insurance company, mortgage company or other similar institution existing of record at the time the lien for assessments shall be imposed. Sale or transfer of a Lot, or any portion thereof, shall not affect the assessment lien. However, the sale or transfer of any Lot in connection with a mortgage foreclosure proceeding, or any proceeding in lieu thereof, shall extinguish the lien of the assessments, interest and charges,

which became due prior to such sale or transfer, but in no such event shall the prior Owner of said Lot be relieved of any liability for such obligations and debts. No sale or transfer pursuant to any foreclosure proceeding, or any proceeding in lieu thereof, shall relieve any Lot from any assessments thereafter levied or from the lien accruing from such assessments, and no subsequent sale or transfer shall release such Lot from liability for any assessment, interest or charges which thereafter become due or from any lien therefor.

**Section 5.9 Collection Of Assessment And Creation Of Lien.** If any assessment is not paid within thirty (30) days from the date payment is due, the Association may sue the Owner and obtain a personal judgment against said Owner and/or may enforce the lien in the same manner as, and by following similar procedures which are required for, the foreclosure of mortgages, whether by advertisement or judicial action, including the allowance of such costs and reasonable attorneys' fees as would be taxable in the foreclosure of a mortgage.

## **ARTICLE 6 GENERAL RESTRICTIONS**

**Section 6.1 Land And Building Use Restrictions.** All Lots shall be used for private residential purposes only and no building, except an existing building or as specifically authorized elsewhere in this Declaration, shall be erected, re-erected, placed or maintained or permitted to remain thereon, except one (1) single family private dwelling or model home and an attached private garage containing not less than two (2) nor more than four (4) parking spaces for the sole use of the Owner or occupants of the dwelling. No other accessory building or structure may be erected in any manner or location without the prior written consent of Developer.

**Section 6.2 Dwelling Quality And Size.** It is the intention and purpose of this Declaration to insure that all dwellings constructed on the Lots shall be of quality design, workmanship and materials approved by Developer. All dwellings shall be constructed in accordance with the applicable governmental building codes, ordinances and/or regulations and with such further standards as may be required by this Declaration or by Developer, its successors and/or assigns. The minimum square footage of floor area of a dwelling, exclusive of attached garages, steps, opened and/or closed porches, breezeways and similar facilities, shall be: (i) for one-story dwellings, not less than two thousand (2,000) square feet; (ii) for two-story dwellings (including, but not limited to, bi-levels and tri-levels), not less than two thousand two hundred (2,200) square feet.

Notwithstanding the foregoing, Developer or the Architectural Control Committee, as the case may be, shall be entitled to grant exceptions to the above-referenced minimum square footage restrictions to the Owner of a Lot who applies for such exception, subject to the requirements of the Township; provided said Owner demonstrates to the satisfaction of Developer or the Architectural Control Committee, as the case may be, that a reduction in the square footage requirement as to said Owner will not adversely affect the quality of the Subdivision or lessen the value of the homes surrounding the home to be constructed by the Owner on such Lot. Any such exception granted to a Owner shall be evidenced by a written agreement and no such exception shall constitute a waiver of any minimum square footage requirement as to any other Lot or Owner.

**Section 6.3 Building Location.** Except as provided in Section 6.4, all buildings and structures shall be located on each Lot in accordance with the Township's requirements set forth in its zoning ordinance, as the same may be amended from time to time.

**Section 6.4 Lot Size.** The minimum size for each Lot shall be the Lot size established for said Lot in the recorded plat of the Subdivision. In the event more than one (1) Lot, or portions thereof, are developed as a single unit (and except as to the obligation of each Owner for any assessments made against each separate Lot), all restrictions set forth in this Declaration shall apply to such resulting unit in the same manner as to any single Lot.

**Section 6.5 Driveways.** Access driveways and other paved areas for vehicular use on a Lot shall have a base of compacted sand, gravel, crushed stone or other approved base material and shall have a wearing surface of concrete or the equivalent thereof. Plans for driveways, pavement edging or markers must be approved by Developer in writing prior to commencing any construction in accordance with such plans.

**Section 6.6 Natural Drainage Ways.** Where there exists on any Lot(s) a condition of accumulation of storm water remaining over an extended period of time, the Owner may, with the written approval of Developer and the Township, take such steps as shall be necessary to remedy such condition, subject to the provisions of Section 7.1 below and provided that no obstructions or diversions of existing storm drain swales and channels, over and through which storm water naturally flows upon or across any Lot, shall be made by a Owner in such manner as to cause damage to other property.

**Section 6.7 Exterior Surface Of Dwellings And Repetition Of Elevations.** The visible exterior walls of all dwelling structures shall be made of brick, brick veneer, stone, wood, stucco, vinyl or aluminum provided a minimum of fifty (50%) percent of all visible exterior walls are provided as brick, brick veneer or stone. However, the homes on up to twenty (20%) percent of all single family lots may be built as either all stucco or as all wood for a period or theme home as approved by the Committee. All chimneys on exterior building elevations shall be provided as either brick or stone. The use of cement block, slag, cinder block, imitation brick, asphalt and /or any type of commercial siding is expressly prohibited. Windows and doors shall not be included in calculating the total area of visible exterior walls. The same front elevation shall not be repeated within two houses on either side of any house on the same side of the street nor shall it be repeated directly across the street or within two houses on either side of the house that is directly across the street unless approved otherwise by the Committee. All rear elevations shall have some indentation unless approved otherwise by the Committee.

**Section 6.8 Home Occupations, Nuisances And Livestock.** No home occupation, profession or commercial activity that requires members of the public to visit the Owner's home or requires commercial vehicles to travel to and from the Owner's home shall be conducted in any dwelling located on a Lot with the exception of model homes owned by, or the sales activities of, Developer or builders, developers and real estate companies who own or hold any Lots for resale to customers in the ordinary course of business. No noxious or offensive activity shall be carried on in or upon on any Lot or premises nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, other than normal construction activity. No chickens or other fowl or livestock shall be kept or harbored on any Lot. No animals or birds shall be maintained on any Lot, except customary house pets for domestic purposes only. All animal life maintained on any Lot shall have such provisions and care so as not to become offensive to neighbors or to the community on account of noise, odor, unsightliness and no household pets shall be bred, kept or maintained for any commercial purposes whatsoever. No burning of refuse and/or leaves shall be permitted outside the dwelling. No Lot shall be used or maintained as a dumping ground for rubbish or trash, whether occupied or not.

**Section 6.9 Plant Diseases Or Noxious Insects.** No plants, seeds or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Lot.

**Section 6.10 Temporary Buildings, Damaged Dwellings And Reconstruction.** No trailer, mobile home, van, tent, shack, garage, barn, out-building or structure of a temporary character shall be used at any time as a temporary or permanent residence, nor shall any basement be used for such purposes; provided however, that the foregoing restriction shall not apply to any activities by Developer or any builder, developer or real estate company during any sales and/or construction periods. All permanent dwellings shall be completed within two (2) years from the commencement of construction. No old or used buildings of any kind whatsoever shall be moved or reconstructed on any Lot. Any building damaged or destroyed by any cause, for which repair or reconstruction has not commenced within six (6) months from the date of damage or destruction, shall be removed so that there are no ruins or debris remaining within six (6) months from the date of damage or destruction. Any building which is not completed within two (2) years from

commencement of construction or any damage or destruction not promptly remedied shall be deemed a nuisance and may be abated as provided by law. Any and all property within any public or private road or right-of-way which is disturbed by reason of any work performed by a Owner, or said Owner's agents, servants, employees or independent contractors, in erecting any building or structure on said Owner's Lot shall be restored by said Owner, at his sole expense, to its condition immediately prior to the commencement of such work. Said restoration shall be performed immediately following the completion of said work or, if such work is not completed, within a reasonable time following the date the work stopped.

**Section 6.11 Soil Removal.** Soil removal from Lots shall not be permitted, except as required for building construction and as permitted by Developer. In addition, all construction shall be subject to the requirements of the Michigan Soil Erosion and Sedimentation Control Act, as amended, and all other applicable statutes, ordinances, rules and regulations of all governmental agencies having jurisdiction over such activities.

**Section 6.12 Underground Wiring.** No permanent lines or wires for communication or other transmission of electrical or power (except transmission lines located on existing or proposed easements) shall be constructed, placed or permitted to be placed anywhere above ground on a Lot other than within buildings or structures.

**Section 6.13 Maintenance Of Side Strips.** Owners shall be responsible for the maintenance of parkways, walkways, bicycle paths or public rights-of-way located between their lot lines and edges of street pavements on which said Lots abut.

**Section 6.14 Tree Removal.** Clear-cutting or removal of trees greater than six (6") inch caliper at breast height shall not be permitted unless such clear-cutting or tree removal is in compliance with all applicable municipal ordinances, and approved by Developer. Prior to commencement of construction, each Owner shall submit to Developer for its approval, a plan for the preservation of trees in connection with the construction process. It shall be the responsibility of each Owner to maintain and preserve all large trees on his Lot, which responsibility includes welling trees, if necessary.

**Section 6.15 Performance Of Construction.** No building shall be erected on any Lot except by a contractor licensed by the State of Michigan for such purpose.

**Section 6.16 Vehicular Parking And Storage.** No trailer, mobile home, bus, boat trailer, boat, camping vehicle, motorcycle, recreational vehicle, commercial or inoperative vehicle of any description shall at any time be parked, stored or maintained on any Lot, unless stored fully enclosed within an attached garage or similar structure; provided, however, that builders' sales and construction trailers, trucks and equipment may be parked and used on any Lot during construction operations. No commercial vehicle lawfully upon any Lot for business shall remain on such Lot except in the ordinary course of business and in conformity with all applicable laws and/or ordinances.

**Section 6.17 Garbage And Refuse.** Trash, garbage or other waste shall be kept only in closed, sanitary containers and shall be promptly disposed of so that it will not be objectionable to neighboring property owners. No outside storage for refuse or garbage shall be maintained or used unless the same shall be properly concealed. The burning or incineration of rubbish, trash, construction materials or other waste outside of any residential dwelling is strictly prohibited.

**Section 6.18 Fences And Obstructions.** No perimeter fences, walls or similar structures shall be erected on any Lot within the front yard area formed by the front Lot line (including corner Lots that have two (2) front yards), the side Lot lines and a connecting line which shall be the rearmost exterior wall of the residential dwelling. No other fences, walls or similar structures shall be erected on any Lot without the prior written approval of Developer. Fences enclosing swimming pools approved by the Association under Section 6.21 shall be permitted if approved by the Association and the Township. In addition, no fence, wall, structure, planting or obstruction shall be erected, established or maintained on any corner within a triangular area formed by the street lines and a connecting line which is at a point twenty-five (25') feet from the

intersection of such street lines, which shall have a height that is more than two (2') feet; provided, however, shade trees with wide branches which are at least eight (8') feet above ground shall be permitted within such area. In no event shall chain link fences be permitted on any Lot.

**Section 6.19 Landscaping And Grass Cutting.** Upon completion of a residential dwelling on any Lot, the Owner thereof shall cause such Lot to be finish graded, seeded or sodded and suitably landscaped as soon after such completion as weather permits, and in any event within six (6) months from the date of completion. When weeds or grass located on any Lot exceed six (6") inches in height, the Owner shall mow or cut said weeds and grass over the entire Lot except in wooded areas and Wetlands. If said Owner fails to mow or cut weeds or grass within ten (10) days after being notified in writing, the Developer or the Association may perform such work and the cost thereof shall become a lien upon the Lot until paid. All Lots owned by Developer or by a builder who owns Lots for resale in the ordinary course of business shall be exempt from the foregoing restrictions contained in this Section 6.19. Upon conveyance of any Lot by Developer or a builder to a Owner other than Developer or a builder, the exemption for said Lot shall thereupon cease and such Lot shall be subject to all of the restrictions contained in this Section 6.19.

**Section 6.20 Motorized Vehicles.** No trail bikes, motorcycles, snowmobiles or other motorized recreational vehicles shall be operated on any Lot or in any Common Areas.

**Section 6.21 Swimming Pools, Tennis Courts And Other Structures.** No swimming pools, tennis courts, outdoor whirlpools, hot tubs, or other recreational structures shall be constructed on any Lot until such time as Developer or Developer's representative has resigned as the sole Director of the Association and Developer has assigned its rights under this Article 6 to the Architectural Control Committee. Thereafter, no swimming pool or other recreational structure shall be constructed on any Lot unless approved by the Architectural Control Committee. No above-ground swimming pools shall be permitted. The construction of any swimming pool or other recreational structure which has been approved in writing by the Architectural Control Committee shall be constructed in accordance with this Declaration and with all applicable local ordinances and/or state laws.

Recreational structures, including swimming pools, tennis courts, whirlpools, hot tubs and the like, if permitted in writing by the Architectural Control Committee, shall be screened from any street lying entirely within the Subdivision, by wall, solid fence, evergreen hedge or other visual barrier as approved in writing by the Architectural Control Committee and in compliance with all laws and governmental regulations and ordinances pertaining thereto.

**Section 6.22 Lawn Fertilization.** Any fertilizer used on any Lot shall be phosphate free. The Township may regulate the type of fertilizers that may be used on any Lot.

**Section 6.23 Signs; Illumination.** No signs of any kind shall be placed upon any Lot or on any building or structure located on a Lot, or any portion thereof, unless the plans and specifications showing the design, size, materials, message and proposed location(s) have been submitted to, and approved in writing by, Developer and the Township, with the exception of: (i) non-illuminated signs which are not more than four (4') square feet in area pertaining only to the sale of the premises upon which it is maintained; (ii) non-illuminated signs which are not more than four (4') square feet in area pertaining only to a garage sale conducted on the premises, which garage sale and sign placement shall not exceed three (3) days; and (iii) temporary political signs as defined by and in accordance with Township ordinances. The foregoing restrictions contained in this Section 6.23 shall not apply to such signs as may be installed or erected on any Lot by Developer or any builder who owns Lots for resale in the ordinary course of business, during any construction period or during such periods as any residence may be used as a model or for display purposes.

No exterior illumination of any kind shall be placed or allowed on any portion of a Lot other than on a residential dwelling, unless first approved by Developer. Developer shall approve such illumination only if the type, intensity and style thereof are compatible with the style and character of the development of the Lot.

**Section 6.24 Objectionable Sights.** Exterior fuel tanks, above ground, shall not be permitted. The stockpiling and storage of building and landscape materials and/or equipment shall not be permitted on any Lot, except such materials and/or equipment as may be used within a reasonable length of time. In no event shall the storage of landscape materials extend for a period of more than thirty (30) days. No laundry drying equipment shall be erected or used outdoors and no laundry shall be hung for drying outside of the dwelling. No television or radio antennae or satellite dishes (except those which are less than twenty-four (24") inches in diameter) shall be constructed or erected upon the exterior of any dwelling on any Lot, without the prior written approval of Developer.

**Section 6.25 Maintenance.** The Owner of each Lot and the occupants of any portion of the Property shall keep all buildings and grounds in good condition and repair.

**Section 6.26 Real Estate Sales Office.** Notwithstanding anything to the contrary contained in this Declaration, Developer, and/or any builder which Developer may designate, may construct and maintain on any Lot a real estate sales office, with such promotional signs as Developer or said builder may determine and/or model homes for such purposes; Developer and any such designated builder may continue such activity until such time as all of the Lots in which Developer and such builder have an interest are sold.

**Section 6.27 Wetlands.** The Subdivision contains wetlands which are regulated by the Michigan Department of Environmental Quality ("MDEQ") and are subject to Conservation Easements between Developer and MDEQ that have been or will be recorded with the Wayne County Register of Deeds (the "Conservation Easements"). The boundaries of the wetlands are identified on the RUD Plan. Certain Lots as shown on recorded plats contain regulated wetlands. No wetlands shall be modified in any manner, including, but not limited to, altering the topography of, placing fill material in, dredging, removing or excavating any soil or minerals from, draining surface water from, constructing or placing any structure on, plowing, tilling, cultivating, or otherwise altering or developing the wetlands, unless a permit for such modification has been issued by MDEQ and all other governmental units or agencies having jurisdiction over the wetlands in the Subdivision, and unless such modification is approved by Developer during the period in which Developer remains a Class B Member of the Association and by the Association thereafter. MDEQ has the right under the Conservation Easements, upon reasonable notice to the proper Owner or the Association, whichever is applicable, to enter upon and inspect any wetlands area in the Subdivision to determine whether the wetlands are being maintained in compliance with the terms of the Conservation Easements.

**Section 6.28 Floodplain Areas.** The Subdivision contains certain areas that lie within the designated floodplain areas of Fellows Creek and Ingall Drain. The plat for the Subdivision identifies the one hundred (100) year flood elevations defining the limits of the floodplains within the Subdivision which vary from 831.3 N.G.V. Datum at Napier Road to 797.5 N.G.V. Datum at Arbor Road. No construction, filling or excavation within the floodplain areas shall take place without prior written approval from MDEQ and all other governmental units or agencies having jurisdiction over the floodplain area in the Subdivision, and unless such action is approved by Developer during the period in which Developer remains a Class B Member of the Association and by the Association thereafter. Any building used or capable of being used for residential purposes and occupancy that is affected by the designated floodplains shall comply with all of the following requirements following MDEQ approval:

A. The building shall have lower floors, excluding basements, not lower than the elevation defining the floodplain limits.

B. The building shall have openings into the basement not lower than the elevation defining the floodplain limits.

C. The building shall have basement walls and floors, if below the elevation defining the floodplain limits, which are 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 for Type A construction and Chapter 6 for Class 1

loads found in the publication entitled "Flood Proofing Regulations", EP11652314, prepared by the office of the chief of engineers, United States Army, Washington, D.C., June, 1972. Regulations show typical foundation drainage and waterproofing details.

D. The building shall be equipped with a positive means of preventing sewer back-up from sewer lines and drains which serve the building.

E. The building shall be properly anchored to prevent flotation.

Notwithstanding anything to the contrary contained herein, the provisions of this Section 6.28 shall be observed in perpetuity and may not be amended without the prior written approval of the MDEQ.

**Section 6.29 Easements.** Easements for the construction, installation, maintenance and replacement of public utilities, surface drainage facilities, sanitary sewer, storm sewer and water supply facilities are indicated on the recorded plat for the Subdivision. Subject to all applicable state laws and municipal ordinances, easements for the construction, installation, maintenance and replacement of public utilities, surface drainage facilities, sanitary sewer, storm sewer, water supply facilities, recreational facilities, golf courses, walkways, bicycle paths and ingress and egress are hereby reserved to Developer, its successors and assigns, over, under and across Common Areas and as may be indicated on the recorded plat for the Subdivision and/or as may otherwise appear of record and/or as may hereafter be required in the sole discretion of Developer; provided such easements are established in accordance with all applicable laws, rules and regulations, including the commencement of legal proceedings, if necessary. The use of such easements, or any portion thereof, may be assigned by Developer at any time to any person, firm, corporation, governmental agency or municipal authority or department furnishing one or more of the foregoing services and/or facilities and any such easements hereby reserved may be relinquished and waived, in whole or in part, by Developer, by the filing of record of an appropriate instrument of relinquishment; provided such waiver or relinquishment is in accordance with all applicable laws, rules and regulations, including the commencement of legal proceedings, if necessary. Developer shall have the right and authority at any time to enter into such maintenance or other agreements with any governmental authority or other party as Developer may determine to be necessary or appropriate for the purpose of providing for the maintenance, repair or replacement of any such easements or facilities located upon, over, under or through such easement and for the further purpose of providing for assessments for such purpose against any or all of the Lots within the Subdivision. To the extent provided for in any such agreement(s), such assessments shall be levied as provided for therein and shall constitute a lien upon the Lot(s) upon which it is levied. No structure, landscaping or other materials shall be placed or permitted to remain within any of the foregoing easements which may damage or interfere with the installation or maintenance of the aforesaid utilities or which may change, obstruct or retard the flow or direction of water in, on or through any drainage channels, if any, in such easements, nor shall any change be made by any Owner in the finished grade of any Lot once established by the builder of any residential dwelling thereon, without the prior written consent of Developer. Developer and its successors and assigns shall have access over each Lot for the maintenance of all improvements in, on, over and/or under any easement which burdens such Lot, without charge or liability for damages. Except as may otherwise be provided in this Declaration or in any maintenance agreement made between Developer and any governmental authority, each Owner shall maintain the service area of all easements within his Lot, keep grass and weeds cut, keep the area free of trash and debris and take such actions as may be necessary to eliminate or minimize surface erosion. Each Owner shall be liable for any damage to any improvements which are located in, on, over and/or under the subject easement, including, but not limited to, damage to electric, gas, telephone and other utility and communication distribution lines and facilities, which damage arises as a consequence of any act or omission of the Owner and/or his agents, contractors, invitees and/or licensees.

**Section 6.30 Reciprocal Negative Easements.** Unless otherwise expressly provided for in this Declaration, no mutual or reciprocal negative easements shall be deemed to arise or be created hereunder with respect to any land situated outside the boundaries of the Subdivision.

**ARTICLE 7**  
**ARCHITECTURAL CONTROLS**

**Section 7.1 Architectural Controls.** It is understood and agreed that the purpose of architectural controls is to promote an attractive, harmonious residential development having continuing appeal. Accordingly, unless and until the construction plans and specification are submitted to, and approved in writing by, Developer in accordance with the provisions of Section 7.2 below, (i) no building, fence, wall or other structure shall be commenced, erected or maintained on any Lot, and (ii) no addition, change or alteration on any Lot shall be made, except for interior alterations.

**Section 7.2 Submission Of Plans And Plan Approval.** All plans, specifications and other related materials with respect to a Lot shall be filed in the office of Developer, or with any agent specified by Developer, for approval or disapproval. Said construction plans and specifications shall show the nature, kind, shape, height, materials (including samples of exterior building materials upon request), approximate cost of such building or other structure, proposed drainage of surface water, location and grade of all buildings, structures and improvements, as well as utilities and parking areas for the subject Lot. Developer shall have sole authority to review, approve or disapprove the plans or specifications and/or any part thereof. Developer shall have the right to refuse to approve any plans or specifications or grading plans, or portions thereof, which are not suitable or desirable in the sole discretion of Developer, for aesthetic or other reasons. In considering such plans and specifications, Developer shall have the right to take into consideration compatibility of the proposed building or other structures with the surroundings and the effect of the building or other structure on the view from adjacent or neighboring properties. It is desired that the natural landscape and trees be left in their natural state as much as possible or practical.

A report in writing setting forth the decision of Developer, and the reasons therefor, shall be furnished to the applicant by Developer within thirty (30) days from the date of filing of complete plans, specifications and other materials by the applicant. Developer will aid and cooperate with prospective builders and Owners and make suggestions based upon its review of preliminary sketches. Prospective builders and Owners are encouraged to submit preliminary sketches for informal comment prior to the submission of architectural drawings and specifications. Failure of Developer to give written notice of its disapproval of any final architectural plans and/or specifications submitted pursuant to the requirements of this Article 7 within thirty (30) days from the date submitted shall constitute disapproval thereof. Developer shall be entitled to charge each applicant a review fee in an amount not to exceed Two Hundred Fifty and 00/100 (\$250.00) Dollars, to reimburse Developer for any actual costs incurred in connection with the review of said applicant's plans, specifications and related materials.

Neither Developer nor any person(s) or entity(ies) to which it delegates any of its rights, duties or obligations hereunder, including, without limitation, the Association and Architectural Control Committee, shall incur any liability whatsoever for approving or failing or refusing to approve all or any part of any submitted plans and/or specifications. Developer hereby reserves the right to enter into agreements with the grantee (or vendee) of any Lot (without the consent of grantees or vendees of other Lots, or adjoining or adjacent property) to deviate from any or all of the restrictions set forth in this Declaration, provided that said grantee or vendee demonstrates that the application of the particular restriction(s) in question would create practical difficulties or hardships for said grantee or vendee. Any such deviation shall be evidenced by a written agreement and no such deviation or agreement shall constitute a waiver of any such restriction as to any other Lot or Owner.

**Section 7.3 Architectural Control Committee.** At such time as the fee simple interest in ninety-five (95%) percent of the Lots have been conveyed by Developer, or, at such earlier time as Developer may elect, Developer shall delegate and assign all of its rights, duties and obligations as set forth in Articles 6 and 7, to a Committee representing only the Owners of Lots, provided that such assignment shall be accomplished by a written instrument wherein the assignee expressly accepts such powers and rights. Such instrument, when executed by the assignee shall, without further act, release Developer from the obligations and duties in connection therewith. If such assignment or delegation is made, the acts and decisions of the



assignee or delegatee as to any matters herein set forth shall be binding upon all interested parties. All Members of the Architectural Control Committee shall be Owners of Lots. If Developer assigns its rights and obligations under Articles 6 and 7 to an Architectural Control Committee, said Committee shall consist of no less than three (3) and no more than five (5) Owners of Lots, to be appointed by Developer. Developer may transfer his right to appoint members of the Architectural Control Committee to the Lot Owners. Until such time, however, Developer reserves the right to appoint and remove members of the Committee in its sole discretion. If, at the time Developer delegates to the Architectural Control Committee Developer's rights, duties and obligations under Articles 6 and 7, Developer continues to own any Lots within the Subdivision, and/or Developer has not completed the construction of any Common Area improvements that Developer has elected to construct within the Subdivision, Developer shall retain the sole and exclusive right to approve all plans, specifications and other related materials and to otherwise exercise any rights, duties and obligations under Articles 6 and 7, with respect to such Lots and Common Area improvements.

## **ARTICLE 8** **GENERAL PROVISIONS**

**Section 8.1 Amendment.** The covenants, conditions, restrictions and agreements of this Declaration after a final plat for the Subdivision has been recorded, may be amended by Developer, without the consent of any other Owner or any other person or entity whatsoever (whether or not any such person or entity shall now or hereafter have any interest in any Lot or other portion of the Property, including mortgagees and others), at any time prior to the sale of the first Lot in the Subdivision, subject to the approval of the Township if such approval is required. In addition, provided that Developer has an ownership interest in all, or any part, of the Property, Developer, without the consent of any other Owner or any other person or entity whatsoever (whether or not any such person or entity shall now or hereafter have an interest in any Lot or other portion of the Property, including mortgagees and others), may amend this Declaration as may be necessary or required to comply with the requirements of any federal, state, county or local statute, ordinance, rule, regulation or formal requirement relating to the Property or any part thereof.

Developer, without the consent of any other Owner or any other person or entity whatsoever (whether or not any such person or entity shall now or hereafter have any interest in any Lot or other portion of the Property, including mortgagees and others), shall also have the right to amend, modify or terminate, in whole or in part, the covenants, conditions, restrictions and agreements of this Declaration, as they relate to any subsequent phase of the Project prior to the sale of the first Lot in such phase, as the case may be, subject to the approval of the Township if such approval is required. In addition, Developer, without the consent of any other Owner or any other person or entity whatsoever (whether or not any such person or entity shall now or hereafter have an interest in any Lot or other portion of the Property, including mortgagees and others), may unilaterally, at any time, amend this Declaration to add additional land and/or phases to the Property and the Subdivision, in which event the covenants, conditions, restrictions and agreements of this Declaration shall apply to such additional land and/or phases and the lots therein, except as may be otherwise specified in the amendment recorded by Developer.

In addition to the foregoing, the covenants, conditions, restrictions and agreements of this Declaration, as they relate to any Subdivision for which a final plat has been recorded, may be amended at any time following the date on which a Lot within such Subdivision has been sold and conveyed by Developer, by a written instrument signed by: (i) the Owners of seventy-five (75%) percent of the total Lots contained within such Subdivision; and (ii) Developer, in the event Developer then continues to own any Lots or any other portion of the Subdivision. Notwithstanding the foregoing, any and all such amendments shall be subject to the approval of the Township if such approval is required.

**Section 8.2 Term.** The covenants, conditions, restrictions and agreements of this Declaration shall continue in full force and effect and shall run with and bind the land for a period of twenty (20) years from the date this Declaration is recorded and shall thereafter automatically be extended for successive periods of ten (10) years each, unless terminated by written instrument executed by: (i) the Owners of not less than seventy-five (75%) percent of the total Lots in the Subdivision and (ii) Developer, in the event Developer then continues to own any Lots or any other portion of the Property.

**Section 8.3 Enforcement.** Developer, the Association or any Owner shall have the right to enforce, by proceedings at law or in equity, all covenants, conditions, restrictions, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by Developer, the Association or any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver thereof or a waiver of any right to enforce the same at any time thereafter.

**Section 8.4 Insurance Proceeds.** All proceeds of any insurance maintained with respect to any assets of the Association and/or the Common Areas (if said Common Areas have been conveyed to the Association), and all proceeds of any condemnation proceedings or sales in lieu of condemnation relating to the assets of the Association and/or the Common Areas (if said Common Areas have been conveyed to the Association) shall be paid to the Association and shall be the property of the Association and not of its Members or any other persons or entities.

**Section 8.5 Severability.** The invalidation of any one or more of the covenants, conditions, restrictions and agreements of this Declaration by judgment or court order, shall in no way affect the validity of any of the other provisions of this Declaration, and the same shall remain in full force and effect.

**Section 8.6 Notices.** Each Owner shall file the correct mailing address of such Owner with Developer and shall promptly notify Developer in writing of any subsequent change of address. Developer shall maintain a file of such addresses and make the same available to the Association. A written or printed notice, deposited in the United States Mail, postage prepaid and addressed to any Owner at his last known address shall be sufficient and proper notice to such Owner, wherever notices are required in this Declaration.

**Section 8.7 Number And Gender.** As used in this Declaration, any gender shall include any other gender, the plural shall include the singular and the singular shall include the plural, whenever appropriate.

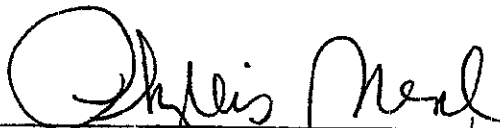

**Section 8.8 Execution Of Additional Documents.** Each Owner, at no expense to itself, hereby agrees, at the request of Developer or the Association, to perform such further acts and execute all such further documents as may be required or desirable in the sole discretion of Developer or the Association, to carry out the purposes of this Declaration.


**Section 8.9 Assignment Of Developer's Rights.** Subject to Article 8, Developer shall have the right to assign all of its rights and obligations under this Declaration, including the power to approve or disapprove any act, use or proposed action, to any other person or entity or to the Association. Any such assignment shall be made by appropriate instrument in writing duly recorded in the office of the Wayne County Register of Deeds.

THIS DECLARATION was executed as of the date and year first set forth above.

WITNESSES:

PULTE HOMES OF MICHIGAN CORPORATION,  
a Michigan corporation

  
\_\_\_\_\_  
Phyllis Neal  
  
\_\_\_\_\_  
Karen A. Mazzenga

By:   
\_\_\_\_\_  
Howard A. Fingerroot  
Its: \_\_\_\_\_  
Director Of Marketing

STATE OF MICHIGAN )  
 )ss.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 17th day of March, 1997, by Howard A. Fingeroot, the Director Of Marketing of Pulte Homes of Michigan Corporation, a Michigan corporation, on behalf of the corporation.

*Karen A. Mazzenga*  
Notary Public, Oakland County, MI  
My Commission Expires: \_\_\_\_\_

KAREN A. MAZZENGA  
NOTARY PUBLIC - MACOMB COUNTY, MI  
MY COMMISSION EXPIRES 08/20/99  
ACTING IN OAKLAND COUNTY

APPROVED AS TO FORM:

*Ronald E. Witthoff*  
RONALD E. WITTHOFF, ESQ.  
Township Attorney  
*By Consent*

LEGAL DESCRIPTION OF THE PROPERTY

LAND IN THE TOWNSHIP OF PLYMOUTH, WAYNE COUNTY, MICHIGAN, DESCRIBED AS:

"COUNTRY ACRES OF PLYMOUTH NO. 1", A PART OF THE NORTHEAST 1/4, SOUTHEAST 1/4, SOUTHWEST 1/4 AND NORTHWEST 1/4 OF SECTION 31, T-1-S., R-8-E., PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE N. 88°21'31" E., 2040.37 FEET ALONG THE SOUTH LINE OF SAID SECTION 31 (JOY ROAD) TO THE SOUTHWEST CORNER OF "FORSHEE SUBDIVISION" AS RECORDED IN LIBER 88, PAGE 94 OF PLATS, WAYNE COUNTY RECORDS; THENCE N. 00°01'30" E., 58.09 FEET ALONG THE WEST LINE OF SAID SUBDIVISION TO THE POINT OF BEGINNING, SAID POINT BEING IN ANN ARBOR ROAD; THENCE CONTINUING N. 00°01'30" E., 65.22 FEET; THENCE N. 23°04'50" W., 342.43 FEET; THENCE N. 13°28'38" E., 1480.60 FEET; THENCE N. 03°12'01" W., 764.13 FEET TO A POINT ON THE EAST-WEST 1/4 LINE OF SAID SECTION 31; THENCE S. 89°50'09" W., 156.60 FEET ALONG SAID LINE; THENCE N. 00°46'47" E., 603.76 FEET; THENCE DUE EAST 768.62 FEET; THENCE N. 01°10'13" E., 222.32 FEET; THENCE N. 69°12'00" E., 157.12 FEET; THENCE N. 02°34'35" E., 240.43 FEET; THENCE ALONG A CURVE TO THE RIGHT 56.46 FEET, SAID CURVE HAVING A RADIUS OF 695.00 FEET, CENTRAL ANGLE OF 04°39'15" AND A LONG CHORD BEARING OF S. 85°05'49" E., 56.44 FEET; THENCE N. 00°46'47" E., 323.16 FEET; THENCE S. 89°13'13" E., 218.39 FEET; THENCE S. 86°32'14" E., 60.00 FEET; THENCE ALONG A CURVE TO THE RIGHT 60.89 FEET, SAID CURVE HAVING A RADIUS OF 1530.00 FEET, CENTRAL ANGLE OF 02°16'49" AND A LONG CHORD BEARING OF S. 04°36'09" W., 60.89 FEET; THENCE S. 84°15'22" E., 216.55 FEET; THENCE S. 00°46'40" W., 23.06 FEET; THENCE S. 89°56'20" E., 222.96 FEET; THENCE N. 00°03'40" E., 9.87 FEET; THENCE S. 89°56'20" E., 294.40 FEET TO THE NORTHWEST CORNER OF "PINE RIDGE ESTATES SUBDIVISION" AS RECORDED IN LIBER 104, PAGES 44 THROUGH 47 OF PLATS, WAYNE COUNTY RECORDS; THE FOLLOWING TWO COURSES BEING ALONG THE WEST AND SOUTH LINES OF SAID SUBDIVISION: (1) S. 00°29'14" W., 1325.39 FEET TO A POINT ON THE EAST-WEST 1/4 LINE OF SAID SECTION 31, AND (2) N. 89°33'24" E., 291.92 FEET ALONG THE SOUTH LINE OF SAID SUBDIVISION AND FOLLOWING THE EAST-WEST 1/4 LINE; THENCE S. 00°43'47" E., 965.00 FEET; THENCE N. 87°38'46" W., 675.63 FEET; THENCE S. 01°50'14" E., 162.36 FEET TO INTERMEDIATE TRAVERSE POINT "A"; THENCE CONTINUING ALONG SAID LINE S. 01°50'14" E., 46.00 FEET, MORE OR LESS, TO A POINT ON THE WATER'S EDGE OF AN UNNAMED POND; THENCE WESTERLY, SOUTHERLY, AND EASTERLY ALONG SAID WATER'S EDGE APPROXIMATELY 565 FEET; THENCE S. 01°50'14" E., 46 FEET, MORE OR LESS, TO INTERMEDIATE TRAVERSE POINT "B", SAID WATER'S EDGE BEING DEFINED BY THE FOLLOWING INTERMEDIATE TRAVERSE LINE, BEGINNING AT THE ABOVE MENTIONED INTERMEDIATE TRAVERSE POINT "A"; THENCE S. 76°00'00" W., 273.00 FEET; THENCE S. 07°00'00" E., 104.75 FEET; THENCE S. 77°00'00" E., 266.33 FEET TO THE ABOVE MENTIONED INTERMEDIATE TRAVERSE POINT "B"; THENCE S. 01°16'22" W., 57.10 FEET TO A POINT IN ANN ARBOR ROAD, SAID POINT BEING ON THE NORTHERLY LINE OF SAID "FORSHEE SUBDIVISION"; THENCE S. 66°55'10" W., 1777.20 FEET ALONG THE NORTHERLY LINE OF SAID "FORSHEE SUBDIVISION" AND FOLLOWING ANN ARBOR ROAD TO THE POINT OF BEGINNING AND CONTAINING 140.9 ACRES, MORE OR LESS, INCLUDING ALL LANDS BETWEEN THE INTERMEDIATE TRAVERSE LINE AND THE WATER'S EDGE, COMPRISING OF 118 LOTS NUMBERED 1 THROUGH 118, INCLUSIVE, AND THREE PRIVATE OPEN SPACES.

DRAFTED BY:

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WHEN RECORDED RETURN TO:

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Plymouth, Michigan 48170