

Recorded On July 20, 1994 in
Liber 14846, Pages 512 through 527, Oakland
County Records

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OAK CREEK VILLAGE
SOUTH LYON, OAKLAND COUNTY, MICHIGAN
(ALSO KNOWN AS AWDOVER CREEK NO. 1)

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter referred to as the "Declaration"), is made this 23rd day of March, 1994, by Andover Creek Limited Partnership, a Michigan limited partnership (hereinafter referred to as the "Declarant"), whose address is 2000 N. Woodward Avenue, Suite 130, Bloomfield Hills, Michigan 48304.

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in the City of South Lyon, Oakland County, State of Michigan, as legally described on Exhibit A, a portion of which real property has been platted and is now known as Andover Creek No. 1 in accordance with a Plat recorded on March 23, 1994 in Liber 230, Pages 13, 14 & 15, Oakland County Records (the property described on Exhibit A, which consists of Andover Creek No. 1 and adjacent, currently unplatted land, is collectively referred to herein as the "Subdivision"); and

WHEREAS, Declarant desires to impose upon the Subdivision (but not any property outside of the Subdivision, whether or not owned by Declarant) covenants, conditions, restrictions, easements, charges and liens in order to insure the most beneficial development of the Subdivision as a single family residential area, to prevent any use thereof which might tend to diminish its valuable or pleasurable enjoyment, and to assure the harmony, attractiveness and utility thereof, to provide for Lot Owners in the Subdivision to bear certain expenses, to impose other rights and obligations as set forth below, to provide for the preservation of certain services and facilities for the Subdivision and the permanent maintenance of such facilities by an Association comprised of Lot Owners in the Subdivision, to establish an Association to which shall be delegated the powers and responsibility to maintain and administer the facilities and certain Common Areas, which Association shall also be empowered to administer and enforce the covenants, conditions, restrictions, easements, charges and liens as set forth in this Declaration and to collect and disburse the assessments and charges hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that the Subdivision and each and every Lot therein shall be held, sold, transferred and conveyed subject to the following covenants, conditions, restrictions, easements, charges and liens which shall run with the Subdivision and each and every Lot therein and shall be binding upon and inure to the benefit of all parties having any right, title or interest in the Subdivision or any part thereof, their heirs, Successor and assigns.

ARTICLE I

DEFINITIONS

As used in this Declaration, the following terms shall have the following meanings:

A. Architectural Control Committee. "Architectural Control Committee" shall mean the Committee appointed in accordance with the provisions of Article VIII below.

B. Area of Common Responsibility. "Area of Common Responsibility" shall mean and refer to the Common Areas (as hereinafter defined), together with those areas, if any, within or upon a Lot, the maintenance, repair or replacement of which shall be the responsibility of the Association.

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C. Association. "Association" shall mean the Oak Creek Village Homeowners Association, a Michigan nonprofit corporation to be organized for a perpetual term by the Declarant and in which all Lot Owners shall be members. The purpose of the Association shall be the maintenance and beautification of the Common Areas, and the conducting of such other Association business as shall be permitted by its Bylaws.

D. City. "City" shall mean and refer to the CITY OF SOUTH LYON, Oakland County, Michigan.

E. Common Areas. "Common Areas" shall mean and refer to those areas of land denoted as "Private Park(s)" on any recorded Plat(s) of the Subdivision, and any other areas intended to be owned by the Association and to be devoted to the common use and enjoyment of the Lot Owners, any improvements thereon and other areas such as common landscaped areas bicycle paths, boulevard medians, green belts along roads, walkway easements, Cul-Du-Sac islands, detention areas, storm sewers and appurtenances not in dedicated rights of way or detention areas, if any, all recreational amenities, and all areas of the Subdivision not privately owned or which may be transferred to the Association from time to time. Declarant may, from time to time, transfer any portion of the Subdivision to the Association. Such transfer shall be effective to convey all or any portion of the interest of Declarant to the Association who shall be deemed to have accepted such conveyance and who shall maintain said property as herein provided. In addition to the foregoing, the Subdivision is benefited by a certain Grant of Easement wherein the Lot Owners have the nonexclusive right to use the parcel of land legally described on Exhibit B, which is commonly known as the "City of South Lyon Oak Creek Park." The benefits of such Easement shall be deemed a "Common Area," and, to the extent that, the Subdivision is obligated to pay a share of the cost of maintenance of the City of South Lyon Oak Creek Park, all such costs shall be a permissible cost under Article V hereof.

F. Dwelling. "Dwelling" shall mean a single-family residential dwelling.

G. Lot. "Lot" shall mean any lot within the Subdivision, as such Lots are set forth in the Plat(s) of the Subdivision.

H. Lot Owner. "Lot Owner" shall mean the holder of record title to a Lot, whether one or more persons or entities, and shall include any optionees or land contract vendees of the Lot. Except as otherwise provided in this Declaration, Optionees or land contract vendees of Lots owned by the Declarant shall not be considered Lot Owners, and shall have no voting rights hereunder. The term "Lot Owner" shall not include any mortgages unless and until such mortgages shall have acquired fee simple title to such Lot by foreclosure or other proceeding or conveyance in lieu of foreclosure and shall not include any interest in a Lot held as security for the performance of any obligation. In the event more than one person or entity owns an interest in the fee simple title to any Lot, or has an interest as an optionee or a land contract vendee (other than Lots owned by Declarant), the interests of all such persons collectively shall be that of one Lot Owner. Notwithstanding the foregoing, the optionee or land contract vendee of any Lot (including Lots owned by Declarant) shall be responsible for the payment of all assessments imposed pursuant to this Declaration.

I. Member. "Member" shall mean all Lot Owners who are members of the Association as hereinafter provided.

J. Structure. "Structure" shall mean any building, driveway, parking area, structure, dwelling, garage, shed, outbuilding, fence, wall, gazebo, hedge, or any other improvement of a permanent or substantial nature.

K. Subdivision. "Subdivision" shall mean the real property described in Exhibit "A" attached hereto and made a part hereof.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is subject to and shall be held, transferred, sold, conveyed and occupied pursuant to this Declaration is more particularly described in Exhibit A attached hereto and made a part hereof, and includes forty (40) Lots, the Common Areas and adjacent unplatted land. The Association when formed shall have the right to combine with any other subdivision associations which may be formed by owners of the Lots in any subdivision which may hereafter be created by Declarant (or any entity affiliated with, or related to, Declarant) in the City. Such combination of subdivisions shall be effective only after approval by Declarant or, after the conveyance of more than ninety-five (95%) percent of the Lots in the Subdivision, by the holders of two-thirds (2/3) of all Members of the Association. All owners of lots in such other subdivisions and all owners of Lots in this Subdivision shall have reciprocal rights of access for the use and enjoyment of all Common Areas in this Subdivision and in the other subdivisions, subject to payment of fees therefor in accordance with Article V below. Anything to the contrary contained herein notwithstanding, any property which is not described on Exhibit A may only be combined with the Association or otherwise annexed and incorporated into this Agreement with the consent of the owner of the property to be so annexed and incorporated.

ARTICLE III

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

A. Membership. Every Lot Owner shall be a Member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment hereunder. Optionees or land contract vendees of Declarant shall not be Members of the Association, but shall be fully responsible for all assessments imposed hereunder against the Lots purchased. No Lot Owner, whether one or more persons, shall have more than one (1) membership per Lot owned. In the event a Lot Owner is more than one person or entity, votes and rights of use and enjoyment shall be as provided herein.

B. Voting Rights. Each Member shall be entitled to one (1) vote for each Lot owned. When more than one person or entity holds an interest in any Lot ("multiple ownership"), all such persons shall be Members but in no event shall there be more than one vote cast with respect to any such Lot. When more than one person or entity holds an interest in any Lot, such vote shall be exercised as the holders of such interests may, among themselves, agree and they shall so notify the Association in writing prior to any vote. Where a Lot is subject to multiple ownership, and the Lot Owners fail or refuse to notify the Association of the manner in which the multiple owners shall exercise their single vote within fifteen (15) days of the date set for the meeting, then and in such event the Lot Owner whose name first appears on record title shall be deemed the Member authorized to vote on behalf of all the multiple Lot Owners and any vote cast in person or by proxy by said Lot Owner or the failure of said Lot Owner to vote shall be binding and conclusive on all such multiple Lot Owners.

Notwithstanding the foregoing, no Member, other than Declarant, shall have the right to vote on Association matters, and the Declarant shall have the exclusive right to establish bylaws for the Association and to appoint the Board of Directors of the Association, until the earlier to occur of:

(a) such time as title to not less than ninety-five (95%) percent of the lots in the Subdivision and the lots in any other subdivision combined with the Subdivision pursuant to Article II have been conveyed by Declarant's delivery of deeds thereto, and (b) such time as Declarant shall execute and deliver to the Association a written instrument executed by Declarant specifically relinquishing such exclusive voting rights. From and after the

earlier of such dates, the Board of Directors shall be elected by the Members, and the Declarant shall have no further responsibilities with respect to the Association except for its responsibilities as a Member of the Association so long as it remains a Lot Owner.

ARTICLE IV

EASEMENTS AND PROPERTY RIGHTS IN THE COMMON AREAS

A. Lot Owner's Easement of Enjoyment. Every Lot Owner shall have a right and easement to use the Common Areas for their intended purposes, and such easement shall be appurtenant to and shall pass with title to every Lot, subject to the covenants, conditions and restrictions of this Declaration.

B. Title to the Common Areas. Contemporaneous with the conveyance by deed of the first Lot in the then-platted portion of the Subdivision to a Member of the Association, Declarant shall convey the Common Areas lying outside dedicated public rights of way but inside the then-platted portion of the Subdivision, if any, to the Association, free and clear of all liens and encumbrances, except easements and right-of-ways of record, and subject to the covenants, conditions and restrictions of this Declaration.

C. Association's Rights in the Common Areas. The Association shall have the right to dedicate or transfer all or any part of the Common Areas it owns to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Lot Owners; provided, however, that any dedication, transfer, or determination as to the conditions thereof shall be effective only upon execution of an instrument signed by Declarant or, upon the conveyance of more than ninety-five (95%) percent of the Lots in the Subdivision and the lots in any other subdivision combined with the Subdivision pursuant to Article II, by the holders of two-thirds (2/3) of all Members of the Association and which is recorded and confirms or approves such dedication, transfer or determination; and further provided, however, that any dedication, transfer or determination as to the conditions thereof shall be effective only upon the prior consent thereto being received from the City. The Association shall comply with all applicable laws in connection with any such dedication, including but not limited to any applicable provisions of the Subdivision Control Act of 1967, MCLA 560.101-560.293 (the "Subdivision Control Act"). Anything contained herein to the contrary notwithstanding, Declarant shall have the exclusive right, subject to compliance with all applicable laws, including but not limited to any applicable provisions of the Subdivision Control Act, to grant public or private easements or rights-of-way to public or private utilities or governmental bodies in, over or upon the Common Areas, prior to conveyance to the Association and the Association shall receive the same subject thereto. Declarant shall also have the right to create recreational amenities within the Common Areas as may be approved by the City prior to conveyance to the Association.

ARTICLE V

MAINTENANCE AND ASSESSMENT COVENANT

A. Association Responsibilities. Except as hereinafter provided, the Association shall have the duty and responsibility to maintain the Common Areas for the benefit of the Subdivision.

B. Lien and Personal Obligation for Assessments. Declarant, for and on behalf of each and every Lot owned within the Subdivision, does hereby covenant and agree and each Lot Owner by acceptance of a deed therefor whether or not it shall be set forth therein, is deemed to covenant and agree to pay to the Association: (a) all annual assessments or charges when

due, and (b) special assessments, if any, for capital improvements to be established and collected as hereinafter set forth, and each Lot Owner does covenant, agree and accept all of the terms, conditions, covenants and agreements hereof in accordance herewith. As provided in Article I above, the optionee or land contract vendee of any Lot shall be responsible for the payment of all assessments imposed pursuant to this Declaration.

C. Purpose of Assessments. The purpose of the assessments levied by the Association shall be for the repair, maintenance, operation, management and improvement of the Common Areas, if any, including but not limited to the payment of all taxes and insurance thereon, the repair and replacement thereof, the operation thereof, additions thereto and improvements thereon, and for the cost of labor, equipment, materials, management and supervision for and in conjunction therewith. Notwithstanding anything contained herein to the contrary, in the event the Association fails or refuses to provide the necessary repairs, maintenance, operation, management and improvement of the Common Areas, then and in such event the City shall have the right but not the obligation to assess all costs for the same under and pursuant to this Declaration and each Lot Owner consents to such assessment and agrees that such assessment shall be payable on demand to the City. In addition to other methods of collection, the City shall have the right to place such assessment on the City tax rolls of the assessed property.

D. Annual Assessments. Until January 1 of the year immediately following the first conveyance by Declarant of a Lot to a Lot Owner who is a Member of the Association, the maximum annual assessment shall be Seventy-Five Dollars (\$75.00) per Lot. From and after January 1 of the year immediately following the first conveyance by Declarant of a Lot to a Lot Owner who is a Member of the Association, the maximum annual assessment may be increased or decreased annually as may be determined by Declarant or, upon conveyance of more than ninety-five (95%) percent of the Lots in the Subdivision and the lots in any other subdivision combined with the Subdivision pursuant to Article II, by a vote of two-thirds (2/3) of each of the Members of the Association who are voting in person or by proxy, at a meeting duly called for this purpose, as needed to pay all costs, expenses and charges to carry out its purposes hereunder. In the event the membership does not or cannot agree on any change from and after January 1 of the year immediately following the first conveyance of a Lot to a Lot Owner who is a Member of the Association, then and in such event the annual assessment shall continue at the rate of Seventy-Five Dollars (\$75.00) per Lot; provided, however, that in the event of any annual deficit, the Board of Directors of the Association shall assess each Lot pro rata annually to pay any such deficits.

E. Special Assessments. In addition to the annual assessments provided for herein, the Association may levy special assessments applicable to an assessment 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 to an Area of Common Responsibility, provided, however, that any such special assessment shall first be approved by two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

F. Uniform Assessment Rate. All annual, special and deficiency assessments shall be fixed and established at the same rate for all Lots.

G. Notice and Quorum. Written notice of any membership meeting called for any purpose hereunder shall be sent by first class mail to all Members at least (30) days in advance of such meeting, and shall set forth the purposes thereof. At the first meeting of the Association, the presence of Members or of proxies entitled to cast thirty-five (35%) percent of all votes of the Members shall constitute a quorum. In the event the required quorum is not present at such meeting, another meeting may be called, upon notice as set forth herein, and the required quorum at such subsequent meeting shall be fifty (50%) percent of the required quorum at the preceding meeting.

H. Commencement Date of Annual Assessments. The first annual assessment shall commence and be due for each Lot from the Owner within thirty (30) days after title is acquired by an Owner to such Lot. In the event of land contract or option sales by Declarant, the land contract vendee or optionee shall be responsible for all assessments for the Lot sold on land contract or option from the date of the land contract or option. The amount of the annual assessment which shall be due for the first annual assessment shall be an amount which bears the same proportion to the annual assessment specified in paragraph D of this Article V as the remaining number of months in that year bears to twelve (12). The annual assessments for any year, after the first assessment year, shall become due and payable on the first day of January of each year; provided, however, that the Board of Directors, in its discretion may establish an installment program for payment of the annual, special or deficit assessments and may charge interest in connection therewith, but each such assessment shall be and become a lien on each Lot on January 1 of each year after the initial year.

I. Board of Directors' Duties. Subject to the foregoing provisions, the Board of Directors of the Association, which shall consist of at least three (3) and not more than five (5) persons, shall fix the amount of the assessments against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall prepare a roster of the Lots and the assessments applicable thereto to be maintained in the office of the Association and which shall be open to inspection by any Owner at all reasonable times. Written notice of the assessment shall thereupon be sent to every Owner subject thereto and the Association shall, upon demand and payment of a reasonable charge, furnish to any Owner liable for such assessment a certificate in writing signed by an officer of the Association, which states whether such assessment has been paid and the amount of any due but unpaid assessments.

J. Effect of Non-Payment of Assessments. Personal Obligation of the Owner and Liens and Remedies of the Association. In the event any assessment is not paid on the due date then such assessment shall become delinquent and a lien therefor shall thereupon arise and shall, together with interest thereon and costs of collection therefor (as hereinafter provided), be and become a continuing lien of such Lot until paid in full, and such lien shall be binding upon the Lot, the Owner thereof and his or her heirs, personal representatives, successors and assigns. Such assessments shall also be a personal obligation and debt of each Lot Owner and shall be binding upon each Lot Owner to pay such assessments and remain the Lot Owner's obligation and debt for the statutory period. Any successor or assign in or to title may obtain from the Association a written statement as to any unpaid assessments and charges on such Lot and such statement shall be binding upon the Association. In the event the assessment is not paid in full within thirty (30) days after delinquency, the assessment shall bear interest from the date of delinquency at the rate of seven (7%) percent per annum and the Association may bring an action at law against the Lot Owner personally obligated to pay the same or foreclose the lien against the Lot, and the costs of preparing and filing the complaint in such action and/or in connection with foreclosure shall be added to the amount of such assessment(s) and interest, and, in the event a judgment is obtained, the judgment shall include interest on the assessment(s) as above provided and reasonable attorneys' fees together with all costs and expenses of the action.

K. Subordination of the Assessment Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and any sale or transfer of any Lot shall not affect the assessment lien; provided, however, that the sale or transfer of any Lot in connection with a mortgage foreclosure preceding or any proceeding in lieu thereof, shall extinguish the lien of the assessments, interest and charges due prior to such sale or transfer, but in no event shall the prior Owner thereof be relieved of any liability whatsoever for such obligation and debt. No subsequent sale or transfer shall relieve such Lot from liability

for any assessments, interest or charges which thereafter become due or from any lien therefor.

L. Exemptions and Modification of Assessments. The Common Areas shall be exempt from any regular assessments, special assessments or deficiency assessments and from and against any liens or encumbrances therefor. All Lots owned by Declarant shall be exempt from ninety (90%) percent of the annual assessments, special assessments and deficiency assessments. Upon conveyance of title to any Lot by Declarant to a Member or upon Declarant's sale of a Lot on land contract or option, this exemption for each 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; provided, however, that any Lots owned by Declarant shall not be exempt from assessments by the City for real property taxes and other charges. The initial cost of development of the Common Areas, to the extent Common Areas are set forth on the Plat, shall be borne and paid for by Andover Creek Limited Partnership. Declarant shall have no other obligation to construct improvements upon or develop any of the other Common Areas.

ARTICLE VI

ARCHITECTURAL CONTROL

A Lot Owner may only construct, install or place upon a Lot those Structures that have been approved in writing by the Architectural Control Committee in the manner set forth herein. Before construction of any Dwelling or Structure or making any exterior improvement, change, or elevation change upon any Lot, an Owner shall receive the written approval of the Architectural Control Committee. No application for a building permit or application for any other governmental approval or construction shall be filed until written approval of the Committee is received. No Structure shall be erected by anyone other than a licensed residential builder.

ARTICLE VII

BUILDING. USE AND OTHER RESTRICTIONS

A. Residential Lots. The Lots in the Subdivision shall only be used for residential purposes. No Lot in the Subdivision shall be used or shall have any improvement made to it or erected upon it in violation of the ordinances or requirements of City or such other governmental entity as may have jurisdiction thereover. No Structure shall be erected, altered, placed or permitted to remain on any Lot subject hereto other than one (1) detached Dwelling which shall not exceed 25 feet in height and which shall include a private garage for the sole use of the Owner or occupant of the Lot upon which such Dwelling garage shall have been erected; provided, that each Dwelling constructed upon any Lot shall have at least a two (2) car garage attached thereto, constructed at the time of and in conjunction with construction of such Dwelling; and subject, further, to the additional covenants, conditions and restrictions hereinafter set forth and imposed upon and against the Lots, or any portions thereof.

B. Square Footage and Type of Construction. No Dwelling shall be erected on any Lot in the Subdivision which has a ground floor area of the Structure, exclusive of one-story open porches and garages, of less than that permitted by the pertinent ordinances of the City. No Structures may be moved onto any Lot in the Subdivision. All buildings shall be of brick veneer, frame, aluminum or other generally acceptable building materials or any combination thereof.

C. Lot Size. No Lot shall be divided and/or reduced in size by the conveyance of a part thereof, or by the use and/or addition of a part thereof in conjunction with or as part of any adjacent Lot to constitute a

building site other than precisely as indicated within the recorded Plat of the Subdivision, containing such Lot; provided, however, that if any of the Lots shall be altered and reduced in total area 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.

D. Building Lines. No Structure shall be placed, erected, installed or located on any Lot nearer to the front, side or rear lot line as permitted by the ordinances of the City in effect at the time of installation of such Structure. If permitted by City ordinance and approved by the Architectural Control Committee, setbacks of less than those established in the preceding sentence will be permitted if the grade, soil or other physical conditions pertaining to a Lot justify such a variance.

E. Nuisances. No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the other Lots or Lot Owners.

F. Reservation of Rights. Declarant reserves for itself and for the Association and their respective agents the right to enter upon any Lot for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of Declarant or the Association detracts from the overall beauty, setting and safety of the Subdivision. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. Declarant and the Association and their respective agents may likewise enter upon such land to remove any trash which has collected on such Lot without such entrance and removal being deemed a trespass. The provisions of this paragraph shall not be construed as an obligation on the part of Declarant or the Association to mow, clear, cut, or prune any Lot nor to provide garbage or trash removal services.

G. Driveways. All driveways shall be paved with asphalt or concrete.

H. Temporary Structures. Trailers, tents, shacks, tool sheds, barns, mobile homes or any temporary buildings of any design whatsoever are expressly prohibited within this Subdivision and no temporary residence shall be permitted in an unfinished residential building. This shall not prevent the erection of a temporary storage building for materials and supplies to be used in the construction of a Dwelling, and which shall be removed from the premises on completion of the Structure, and shall not prevent use by any builder or contractor of trailers for material storage or model offices during the period of construction in the Subdivision, provided the same shall be removed at the completion of such construction.

I. Signs. No signs of any kind shall be displayed to the public view on any Lot except one (1) professional sign of not more than five (5) square feet advertising the property for sale or rent. Such signs as are allowed must be maintained in good condition at all times and removed on the termination of their use.

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

K. Refuse and Stored Materials. No Lot shall be used or maintained as a dumping ground or for outside storage for rubbish, trash, garbage or other materials. Other waste shall be kept in a sanitary container, properly concealed from public view.

L. Landscaping and Grading. Basic landscaping, including finish grading or sodding, must be completed within six (6) months after date of occupancy; provided, however, any person occupying a newly constructed

Dwelling within the Subdivision between May 1 and October 1 of any year shall have basic landscaping completed within sixty (60) days after occupancy. The grade line of all Structures on any Lot in the Subdivision shall be not less than 12 inches above the established sidewalk grade in front of the premises.

M. General Conditions. No trailers, boats, boat trailers, campers, RV's, junk cars, motorcycles, motor homes or commercial vehicles, (other than those present on business), ATVs, other recreational vehicles of any kind, or any trailer used for any type or kind of vehicle may be parked in the Subdivision except within a private attached garage. All mail boxes shall be of uniform size, color and name design and shall be located uniformly with reference to the Dwellings in accordance with post office requirements. No Dwellings or other structures located within the Subdivision shall incorporate solar panels into its design. No exterior antennae, satellite dish or similar device (whether freestanding or mounted upon any Dwelling or other structure) shall be permitted.

N. Fences and Walls. No fence or wall which surrounds the perimeter of a Lot shall be permitted. Fences not to exceed forty-eight (48) inches in height may be erected on the side and rear of each Lot, but shall not extend beyond the front setback line. All fences shall comply with the provisions of Article VII, Paragraph 0 below. All fences shall be subject to approval by and permitting requirements of the City. Chain link fences are expressly prohibited.

O. Sight Distance at Intersection. No fence, wall, hedge, or shrub planting greater than three (3) feet in height above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points thirty (30) 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 distances of such intersections unless the foliage line is maintained at least ten (10) feet above the ground, or such greater height as is necessary to prevent obstructions of such sight lines.

P. Utility Easements. Easements for the construction, installation and maintenance of public utilities, and for drainage facilities, are reserved as shown on the recorded Plat. Within all of the foregoing easements, unless the necessary approvals are obtained from the City and any other appropriate municipal authority, 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 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 Dwelling thereon. The easement area of each Lot and all improvements in it shall be maintained (in a presentable condition continuously) by the Lot Owner, except for those improvements for which a public authority or utility company is responsible, and the Lot Owner shall be liable for damage to service facilities and utilities thereon, including damage to electric, gas, and telephone distribution lines and facilities therein. Except as may be otherwise provided herein, each Lot Owner shall maintain the surface area of easements within his property, to keep weeds out, to keep the area free of trash and debris, and to take such action as may be necessary to eliminate or minimize surface erosion.

Q. Public Utilities. 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 the 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 electric utility company for the Subdivision and the Michigan Bell Telephone Company, or the Declarant, for underground utility installations and distribution systems, and surface and offsite open drainage channels and facilities, as well as street lighting stanchions, shall be permitted. Notwithstanding the foregoing, the provisions and requirements of this Article VII, Paragraph Q shall not apply to utility poles and lines existing as of the date hereof.

R. Sales Office. Anything herein contained to the contrary notwithstanding, the Declarant, its successors and assigns, its or their agents, employees and sales representatives may use and occupy any Lot or Dwelling built in the Subdivision as a sales office for the handling of sales of Lots and/or Dwellings in said Subdivision or other lands in the City owned by the Declarant, until all of the Lots and/or Dwellings to be built on said lands shall have been sold, and further, may construct fences otherwise in violation of Article VII, Paragraph N 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 Article VII, Paragraph N above shall be removed by the builder of such model or display house.

S. Completion of Construction. The erection of any Dwelling or other Structure shall be completed and ready for occupancy within ten (10) months from start of construction. The exterior of all Dwellings and other Structures must be completed as soon as practical after construction commences, except where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergency or natural calamities. The repair of any Structure damaged by fire or otherwise shall be completed as rapidly as possible and should the Owner leave such Structure in any incomplete condition for a period of more than six (6) months, then Declarant, the Association, or their authorized representative, is authorized and empowered either to tear down and clear from the premises the uncompleted portion of such Structure, or to complete the same at their discretion, and in either event, the expense incurred shall be charged against the Owner's interest therein and shall be a lien upon said lands and premises.

ARTICLE VIII

ARCHITECTURAL CONTROL COMMITTEE

Except as otherwise expressly provided herein, the Architectural Control Committee shall have exclusive jurisdiction over the rights of approval and enforcement set forth in this Declaration. The Declarant shall have the exclusive right to appoint and remove all Members of the Architectural Control Committee in its sole discretion until such time as certificates of occupancy have been issued for Dwellings on 100% of the Lots in the Subdivision. There shall be no surrender of this right prior to the issuance of certificates of occupancy of Dwellings in 100% of the Lots in the Subdivision, except in a written instrument in recordable form executed by Declarant and specifically assigning to the Association the power to appoint and remove the Members of the Architectural Control Committee. From and after the date of such assignment or later expiration of Declarant's exclusive power of appointment and removal, the Architectural Control Committee shall be appointed by the Board of Directors of the Association, and Declarant shall have no further responsibilities with respect to any matters of approval or enforcement set forth herein. The Architectural Control Committee shall consist of at least one but no more than three persons. Neither Declarant nor any Member of the Architectural Control Committee shall be compensated from assessments collected from the Members of the Association for the time expended in architectural control activities.

ARTICLE IX

EXCULPATION FROM LIABILITY

In no event shall any party have the right to impose liability on, or otherwise contest judicially, the Declarant or the Association for any decision of the Declarant or the Association (or alleged failure of the Declarant or the Association to make a decision) relative to the approval or disapproval of a Structure or any aspect or other matter as to which Declarant reserves the right to approve or waive under this Declaration. The approval of the Declarant of a Structure or other matter shall not be construed as a representation or warranty that the Structure or matter is in conformity with the ordinances or other requirements of the City or any other governmental authority. Any obligation or duty to ascertain any such nonconformities, or to advise the Lot Owner or any other person of the same (even if known), is hereby disclaimed.

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ARTICLE X

GENERAL PROVISIONS

A. Duration. The Declaration and the covenants, conditions and restrictions herein created shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten

(10) years unless an instrument signed and agreed to by the then Owners of two-thirds (2/3's) of the Lots has been recorded, changing said covenants and restrictions in whole or in part; provided, however, that no such agreement and instrument of change shall be effective unless made and recorded at least three (3) years in advance of the effective date of such change, and unless written notice of proposed agreement and instrument of change is sent to every Owner at least ninety (90) days in advance of any action taken; and provided, further, that no such agreement and instrument of change affecting, in any way, the Common Area(s) within the Subdivision shall be effective unless the prior consent thereto of the City, by and through its City Council, shall have first been obtained.

B. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Oakland County, Michigan Register of Deeds Office at the time of such mailing.

C. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or 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.

D. Severability. Invalidation of any one or more 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.

E. Party Entitled to Act as Declarant. Reference is made to that certain Option Agreement dated October 29, 1993 by and between Andover Creek Limited Partnership, a Michigan limited partnership, as Seller, and Silverco, Inc. (now known as The Silverman Building Companies), as Purchaser, a Memorandum of which Option Agreement was recorded in Liber 14196, Page 169, Oakland County Records. Pursuant to the terms of such Option

Agreement, Andover Creek Limited Partnership has agreed to sell the entire Subdivision to The Silverman Building Companies. Notwithstanding anything to the contrary contained in this Agreement, for so long as the Option Agreement is in effect (or if same is terminated, so long as The Silverman Building Companies has redemption rights thereunder), the Declarant under this Declaration of Covenants, Conditions and Restrictions shall be The Silverman Building Companies, rather than Andover Creek Limited Partnership. Furthermore, in the event that The Silverman Building Companies acquires all of the Lots available to it under the Option Agreement, The Silverman Building Companies shall continue to be Declarant under this Declaration of Covenants, Conditions and Restrictions, and Andover Creek Limited Partnership shall not be the Declarant hereunder. In the event, however, that the Option Agreement is terminated prior to the time that The Silverman Building Companies acquires the last lot available to it under the Option Agreement, and The Silverman Building Companies does not redeem its rights thereunder in the manner set forth in the Option Agreement, then, from and after the date when The Silverman Building Companies no longer has rights thereunder, the Declarant hereunder shall mean Andover Creek Limited Partnership. Notice of termination of such Option and expiration of any applicable redemption period shall be deemed given if a copy of such notice, executed by Andover Creek Limited Partnership, is filed with the Register of Deeds of Oakland County, Michigan.

ARTICLE XI

AMENDMENT

A. This Declaration may be amended after the sale of the first Lot in the Subdivision during the first thirty (30) year period specified in Article X.A. only by an instrument executed by not less than ninety (90%) percent of the Lot Owners and thereafter by an instrument signed by not less than two-thirds (2/3's) of the Lot Owners. Notwithstanding the previous sentence, until such time as ninety-five percent (95%) of the Lots are sold to persons for the purpose of constructing Dwellings thereon, Declarant reserves the right to amend this Declaration unilaterally by executing a written instrument and recording same with the Office of the Register of Deeds, Oakland County, Michigan. Declarant's prior written consent shall be required for any amendment to this Declaration until such time as: (i) Declarant has conveyed its entire interest in all Lots in the Subdivision by delivery of deeds to all such Lots; and (ii) Dwellings have been constructed on all Lots in the Subdivision.

B. At such time as Declarant has conveyed title (by delivery of a deed) to all of the Lots in the Subdivision, and Dwellings have been built on all Lots, Declarant's consent shall not be required to any proposed amendment to the Declaration.

WITNESSES:

ANDOVER CREEK LIMITED PARTNERSHIP,
a Michigan limited partnership
By: GP ANDOVER CREEK, INC., a
Michigan corporation
By: /s/ROBERT H. ORLEY
*Robert H. Orley
Its: Secretary

/s/KEVIN M. KOHLS
*Kevin M. Kohls
/s/JANES S. FONTICHIARO
*James S. Fontichiaro

STATE OF MICHIGAN)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me this 23rd day of March, 1994, by Robert H. Orlev the Secretary of* Andover Creek Limited Partnership, a Michigan limited partnership, on behalf of the limited partnership.

*GP ANDOVER CREEK, INC., a Michigan corporation, the general partner of
/s/CHRISTINE M. LAPPLANDER
*Christine M. Lapplander, Notary Public
Oakland County, Michigan

*Please type or print name. My commission expires: 11/1/96

CONSENT

The undersigned, being the holder of the Optionee's interest in the
aforescribed Option Agreement, hereby consents to the foregoing Declaration of
Covenants, Conditions and Restrictions, and hereby agrees that its interest in
the Subdivision, as evidenced by such Option Agreement, shall in all manner be
subordinate to the foregoing Declaration.

WITNESSES: THE SILVERMAN BUILDING COMPANIES,
a Michigan corporation

/s/KEVIN M. KOHLS

*Kevin M. Kohls

By: /s/GILBERT ("BUZZ") SILVERMAN

*Gilbert ("Buzz") Silverman

Its: =

/s/JAMES S. FONTICCHARO

*James S. Fonticharo

STATE OF MICHIGAN)

) SS

COUNTY OF)

The foregoing instrument was acknowledged before me this 23rd day of March,
1994, by Gilbert ("Buzz") Silverman, the President of The Silverman Building
Companies, a Michigan corporation, on behalf of said corporation.

/s/CHRISTINE M. LAPPLANDER
Christine M. Lapplander, Notary Public
Oakland County, Michigan
My commission expires: 12/1/96

*Please type or print name.

This instrument prepared by
and when recorded return to:
Kevin M. Kohls, Esq.
Honigman Miller Schwartz and Cohn
2290 First National Building
Detroit, Michigan 48226
(313) 256-7811

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I LEGAL DESCRIPTION
(OVERALL OF ANDOVER CREEK NO. 1.
AND ADDITIONAL FUTURE PHASES LESS PARK AREA)

A PARCEL OF LAND LOCATED IN PART OF THE SOUTH 1/2 OF SECTION 29, T. 1 N., R. 7 E., CITY OF SOUTH LYON, OAKLAND COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SOUTH 1/4 CORNER OF SAID SECTION 29 AND PROCEEDING N. 89°28'43'' W., 322.07 FEET ALONG THE SOUTH LINE OF SAID SECTION 29; THENCE N. 00°31'17'' E., 233.00 FEET; THENCE N. 89°28'43'' W., 409.93 FEET; THENCE S. 0°31'17'' W., 233.00 FEET TO SAID SOUTH LINE OF SAID SECTION 29; THENCE ALONG SAID SECTION LINE N. 89°28'43'' W., 85.00 FEET; THENCE N. 00°55'34'' E., 1,536.49 FEET; THENCE S. 89°05'20'' E., 397.30 FEET; THENCE N. 00°00'11'' E., 1,090.52 FEET; THENCE ALONG THE EAST AND WEST 1/4 LINE OF SAID SECTION 29, SAID LINE ALSO BEING THE SOUTH LINE OF "ASSESSOR'S PLAT NO. 3" AS RECORDED IN LIBER 52 OF PLATS, PAGE 40, OAKLAND COUNTY RECORDS, S. 89°04'00'' E., 347.89 FEET; THENCE S. 14°47'56'' W., 12.24 FEET; THENCE S. 68°47'02'' E., 198.25 FEET; THENCE S. 45°53'21'' E., 74.90 FEET; THENCE S. 54°47'02'' E., 57.57 FEET; THENCE S. 16°18'13'' E., 100.00 FEET; THENCE S. 29°28'02'' W., 115.00 FEET; THENCE S. 83°47'45'' W., 49.03 FEET; THENCE N. 37°38'51'' W., 88.00 FEET; THENCE 12.50 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 09°32'57'' AND A CHORD LENGTH OF 12.49 FEET WHICH BEARS S. 57°07'38'' W.,; THENCE S. 28°05'54'' E., 85.00 FEET; THENCE S. 31°07'41'' W., 64.77 FEET; THENCE N. 89°59'49'' W., 195.00 FEET; THENCE S. 00°00'11'' W., 210.00 FEET; THENCE N. 89°59'49'' W., 120.00 FEET; THENCE S. 00°00'11'' W., 414.63 FEET; THENCE 85.65 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 18°52'27'' AND A CHORD LENGTH OF 85.26 FEET WHICH BEARS S. 09°26'24'' W.; THENCE S. 64°29'49'' E., 68.34 FEET; THENCE N. 37°38'42'' E., 122.75 FEET; THENCE S. 64°29'49'' E., 76.72 FEET; THENCE THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG THE WESTERLY LINE OF A 80 FOOT WIDE PANHANDLE EASTERN GAS LINE EASEMENT; THENCE N. 37°38'42'' E., 87.77 FEET; THENCE 96.53 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 861.02 FEET, A CENTRAL ANGLE OF 06°25'25'' AND A CHORD LENGTH OF 96.48 FEET WHICH BEARS N. 34°26'00'' E.; THENCE N. 31°13'17'' E., 195.97 FEET; THENCE S. 58°57'30'' E., 80.00 FEET; THENCE N. 72°58'20'' E., 109.10 FEET; THENCE S. 64°58'44'' E., 145.31 FEET; THENCE S. 24°29'21'' E., 73.97 FEET; THENCE S. 46°46'08'' W., 26.40 FEET; THENCE S. 37°32'59'' E., 115.16 FEET; THENCE 10.84 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,130.00 FEET, A CENTRAL ANGLE OF 00°32'59'' AND A CHORD LENGTH OF 10.84 FEET WHICH BEARS N. 52°43'31'' E.; THENCE N. 53°00'00'' E., 89.44 FEET; THENCE 118.68 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 34°00'00'' AND A CHORD LENGTH OF 116.95 FEET WHICH BEARS N. 36°00'00'' E.; THENCE N. 19°00'00'' E., 126.93 FEET; THENCE N. 71°00'00'' W., 120.00 FEET; THENCE N. 19°00'00'' E., 70.00 FEET; THENCE N. 24°35'28'' E., 89.25 FEET; THENCE N. 38°12'46'' E., 91.72 FEET; THENCE S. 44°51'19'' E., 115.27 FEET; THENCE 22.67 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 42.00 FEET, A CENTRAL ANGLE OF 30°55'42'' AND A CHORD LENGTH OF 22.40 FEET WHICH BEARS N. 00°11'16'' E.; THENCE 174.20 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 166°21'11'' AND A CHORD LENGTH OF 119.15 FEET WHICH BEARS N. 67°54'00'' E. TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE C & O RAILROAD (50' WIDE - 1/2 WIDTH); THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE S. 28°55 '24" E., 794.97 FEET; THENCE S. 00°30'07'' W., 770.37 FEET; THENCE N. 88°47'17'' W., 651.70 FEET; THENCE S. 00°40'46'' W., 663.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 29; THENCE ALONG SAID SOUTH SECTION LINE N. 88°47'17'' W., 676.40 FEET TO THE POINT OF BEGINNING. CONTAINING 80.59 ACRES OF LAND AND SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD AND THE RIGHTS OF THE PUBLIC OR ANY GOVERNMENTAL AGENCY OVER NINE MILE ROAD.

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