

DE-891295576

**LIBER 17860 P 738
PARK WOODS**

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

AS RECORDED IN LIBER 257 PAGES 25,26,27 & 28 O.C.R.

This Declaration of Covenants, Conditions and Restrictions is made this 27th day of December 1997 by E & A Development, L.L.C. a Michigan Limited Liability Company whose address is 5847 Springwater, West Bloomfield, Michigan 48322 (Herein referred to as the Developer)

31.00 MISCELLANEOUS RECORDING
2.00 RECOMMENDATION
DEC 27 3:30 P.M. RECEIPT 440A
PAID RECORDS - OAKLAND COUNTY
CLERK OF RECORDS

RECITALS

A Developer is the owner of certain real property located in Oakland, State of Michigan, which is described on exhibit A attached hereto and made a part of hereof

B Developer desires to promote the proper use and appropriate development and improvement of the above-referenced property known as Park Woods 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; promote adequate and reasonable development of said property; encourage the construction of attractive improvements thereon and establish appropriate location thereof to secure and maintain proper setbacks for 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 subdivision of the highest quality and character

NOW, THEREFORE, Developer hereby declares that the real property described on Exhibit A attached hereto is, and any parcels and/or lots into which said 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, restriction, reservations and grants which are hereafter recorded with respect to said property. all 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, successors and assigns

X

**ARTICLE I
DEFINITIONS**

- 1 "ASSOCIATION" shall mean Park Woods Homeowners Association, a Michigan nonprofit corporation to be formed by Developer for the purposes described herein, and its successors and assigns
- 2 "COMMITTEE" shall mean the Architectural Control Committee which is appointed by the developer or Association to promote an attractive and harmonious residential development having continuing appeal.
- 3 "COMMUNITY ASSOCIATION" shall mean the community sewage disposal association, a Michigan non-profit corporation to be formed by Developer for the purposes described herein, and its successor and assigns

71.00
+ 2.00

O.K. - MJ

17860739

- 4 "COMMUNITY LOT" shall mean the lots in the community sewage disposal association (approximately 30 lots in phase 3)
- 5 "COMMUNITY SYSTEM" shall mean the community sewage disposal system of which approximately 30 lots in phase 3 are members
- 6 "CONSERVATION EASEMENTS" shall mean all areas designated on the Final Plat exclusive of road Right-of-Ways, lots, outlots and viewshed buffer easements.
- 7 "DEVELOPER" shall mean E & A Development, L.L.C., a Michigan Limited Liability Company, its successors and assigns
- 8 "LOT" shall mean each unit of land designated for residential use and the construction thereon of a single family dwelling unit, as identified on the recorded plat(s) of subdivision with respect to Phase 1 and all subsequent phases
- 9 "MEMBER" shall mean a member of the Park Woods Homeowners Association
10. "OWNER" shall mean the holder or holders of the record fee simple title to, and/or the land contract purchaser of, a Lot, whether or more person 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 entities shall have acquired fee simple title to such Lot, by foreclosure or other proceeding or conveyance thereof in lieu of foreclosure. In the event that more than one person or entity owns an interest in the fee simple title to a Lot, or in the event any Lot is subject to a land contract, then the interest of all such persons or entities, and the interest of the land contract seller and purchaser, collectively shall be that of the owner.
- 11 "PARK AREA" shall mean those portions, if any, of the property (including any improvements thereon) for the common use and enjoyment of the Owners, which are designated as open space, active recreation, park, retention ponds, and other Park areas on the recorded plat
12. "PHASES" shall mean that the development shall be completed in three phases Phase 1 consisting of approximately 32 lots, Phase 2 consisting of approximately 40 lots, and Phase 3 consisting of approximately 30 lots
- 13 "PRIVATE EASEMENTS" shall mean that all Park areas are for nature conservation
- 14 "PROPERTY" shall mean that certain real property described in Exhibit A attached hereto and previously made a part hereof, which property includes the overall proposed development known as Park Woods
15. "VIEWSHED BUFFER EASEMENT" shall mean an open space area consisting of natural landscaping from Eight Mile Road extending approximately 350 feet north along the full frontage of the property. The viewshed buffer easement is designated on the final plat.
16. "WETLANDS" shall mean those portions of the property which are designated wetlands on the final plat

TIRFR17860PG740

**ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION**

The real property which is subject to and which shall be held, transformed, sold, conveyed and occupied pursuant to this Declaration is more particularly described on Exhibit A attached hereto and previously made a part thereof

**ARTICLE III
PARK WOODS HOMEOWNERS ASSOCIATION**

Section 3.01 Creation and Purposes Developer shall, within six (6) months from the date of this Declaration, form a non-profit corporation in accordance with the Michigan Non-Profit Corporation Act, Act No. 162 of the Public Acts of 1982, which shall be known as the Park Woods Homeowners Association, hereinafter referred to as the 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 this Association. The Purposes of the Association shall be to maintain all Park areas for the common use of all residents and owners of platted and unplatted Lots therein, and to arrange for the provision of services and facilities of common benefit, and in general to maintain and promote desired character of Park Woods.

Section 3.02. Membership Developer and every owner of a Lot shall be a member of the Association. Every Lot 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 land contract to purchase said Lot. All membership rights and obligations shall be appurtenant to and may not be separated from ownership of any Lot.

Section 3.03. 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 of Lots 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 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 had been sold pursuant to a land contract, the purchaser under said land contract shall be entitled to the vote for said Lot. Such multiple Owners (including CO-purchasers under land contract) may exercise said 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 Property and the Park areas in Phase I, the Class B Member shall be entitled to three (3) votes for each Lot owned shown on the final Preliminary Plat

FIGR 17860PG741

approved by the Lyon Township Board dated 12-23-96 whether or not a final plat has been recorded at the time said voting rights may be exercised. Class B membership shall terminate as to any Lots owned by Developer at the time any such Lot is sold or conveyed to an Owner other than Developer, which Owner shall thereafter be a class A Member.

Section 3.04 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. In the event there exists any conflict between the provisions contained within the Association Articles of Incorporation and By-Laws and the Provisions contained within this Declaration, the provisions of this Declaration shall control.

Section 3.05 Directors. The right to manage the affairs of the Association shall be exclusively vested in the Association Board of Directors. The Developer shall be the sole Director until such time as Seventy-Five (75%) percent of the Lots within all Phases have been sold and conveyed by Developer, and occupied by the owner, or until such earlier time as Developer may elect, in its discretion. Thereafter, the Board of Directors shall consist of three (3) members, who 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 IV RIGHTS IN PARK AREAS

Section 4.01 Rights of Matters to Use Park areas. Each Member of the Association shall have the right and non-exclusive easement to use the Park areas for the purposes provided herein. Such right and easement shall be appurtenant to, and shall pass with title to, every Lot and unplatted portion of the Property.

The Park areas shall be retained as undisturbed, natural, open space, park and recreation areas to be used solely for hiking, recreation, social, civic and cultural activities. No dwellings shall be erected thereon. In addition, the Park areas shall be used subject to the following provisions:

- (a) There shall be no activity within any Wetlands except such as is permitted by applicable statutes, ordinances, rules and regulations of those governmental units having jurisdiction.
- (b) The Park areas shall be used and maintained by the Association in accordance with the provisions of all maintenance (5.02.ii) and/or easement agreements (as in 4.03) which are now hereafter entered into by and between Developer and/or Association and Lyon Township, with respect to the property or any portion thereof, and any amendments to such agreements.
- (c) The Association shall have the right to establish rules and regulations as the Board of Directors may deem necessary or desirable for the safe, orderly and convenient operation and use of the Park areas and the improvements, equipment or facilities located thereon.
- (d) The Association shall have the right to suspend the voting rights of any Member and the right of any person to use the Park areas or the facilities located thereon for any period during which any assessment against such Member's Lot is delinquent and for a period not in excess of thirty (30) days for any infraction of any rules or regulations promulgated by the Board of Directors.

4

17860742

(c) The Association shall have the right to charge reasonable admission and other fees for the use of any facility or improvement located in the Park areas.

(d) The Association shall have the right to establish such rules and regulations as the Board of Directors may deem necessary or desirable for the preservation and protection of any wetlands located on any portion of the property.

(e) The Park Area shall be preserved in mostly an undisturbed natural state. Removing or causing to be removed any trees 8" in diameter or larger is prohibited by the Association or any Lot Owner, unless a specific tree is damaged, causing a safety problem or a nuisance. Clear-cutting of trees and scrub is prohibited except in the active Recreation area. Hiking paths through the Park Area and other passive uses are allowed in the Park areas.

(f) The park area maintenance schedule is attached to the landscape plan prepared for Park Woods, see Exhibit B.

(g) MichCon Easement found running through Lots 40 through 45 shall not be disturbed in any way. There shall be no trees or shrubs placed upon the easement. Prior to any digging or work of any kind on the easement, MichCon shall be notified, current telephone number is 1-800-456-6402 ext 66976.

(h) The Association shall maintain the Eight Mile Road "Viewshed Buffer Easement" in perpetuity and in the manner as designated in the maintenance schedule in the Landscape Plan, see Exhibit B as approved by the Lyon Township Planning Commission and Board.

Section 4.02 Title to Park areas. At such time as the association has been formed and organized the Developer may, in its discretion, convey title to the Park areas to the Association. In any event, Developer shall convey all of the Park areas to the Association at or before such time as the fee simple interest in Seventy-Five (75%) percent of the Lots of the Property have been conveyed by Developer. The conveyance of the Park areas shall be subject to any easements reserved, dedicated or granted by Developer (in accordance with sections 4.03 or 6.30 below) and the terms and provisions of any Open Space maintenance agreements or other Park Area maintenance and/or easement agreements entered into with the Lyon Township prior to the date of conveyance.

Section 4.03 Park areas Easements. Developer, the Association and Lyon Township, their agents and representatives, shall have a perpetual easement for reasonable access to the Park areas at all reasonable times for purposes of maintenance, repair, operation and improvement thereof.

ARTICLE V COVENANTS FOR MAINTENANCE AND CAPITAL CHARGES

Section 5.01 Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot, other than Developer, by accepting conveyance of such Lot, or by entering into land contract for the purchase of such Lot, shall be deemed to covenant and agree to pay the association when due the assessments described below, regardless of whether or not such covenant shall be expressed in such instrument of conveyance or land contract.

17860PG743

- (a) annual assessments to meet regular Association expenses, which shall include such assessments required to maintain any easement referenced in Sections 4.03 or 6.16.G of this Declaration, and
- (b) special assessments for capital improvements, to be established and collected as set forth below; and
- (c) special assessments for maintenance of owners' premises, to be established and collected as set forth below; and
- (d) all other assessments for taxes, levies, assessments or other charges lawfully imposed or charged to the Association with respect to the Park areas. The foregoing assessments, together with Seven (7%) percent per annum 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 at the greater of Seven (7%) percent per annum or at the rate provided in such assessment, and the costs of collection thereof, in addition to constituting a lien on such a Lot and improvements, shall also constitute a personal obligation of the person who was the Owner of the Lot on the date the assessment was established.

Section 5.02 Purpose of Annual Assessments The annual assessments levied under this Article V and the working capital funds required under Section 5.03(c), shall be used by the Association for the purpose of (i) promoting the recreation, health, welfare, and safety of the residents of the Property, (ii) improving, landscaping and maintaining the Park areas; (iii) providing services and facilities for the benefit of residents of the Property; (iv) maintaining, beautifying and improving the streets, parkways, rights-of-way and entrance ways within the Property, and (v) discharging any taxes, insurance premiums and mortgage installments relating to the Park areas and improvements thereon.

Section 5.03 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, expense and obligations of the Association for the ensuing fiscal year, which assessment shall be a specified amount per Lot.
- (b) For the first year in which the Association is formed, the annual assessment shall be the amount of and 50.00 Dollars per Lot. Within Thirty (30) days from 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. 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 rate of Seven (7%) percent per annum.
- (c) The fiscal year of the Association shall be established in the manner set forth in the Association's By-Laws.
- (d) The 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.

6

17860PG744

Section 5.04 Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 5.03 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 Park 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 Association 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. 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. And special assessments not paid when due shall be deemed delinquent and interest shall accrue on such delinquent-assessment at the rate of Seven (7%) percent per annum.

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 considering the special assessment, another meeting may be called for said purpose, with notice thereof to be given as provided for in the Section 5.04 and the required quorum at any such subsequent meeting shall be Two-Thirds (2/3) of the required quorum for the first meeting, provided that such second meeting is held within Sixty (60) days from the date of the first meeting.

Section 5.05 Uniform Assessment Rate; Assessments Against Specific Properties.

(a) Subject to Section 5.05 (b) below, all annual, special and deficit assessments shall be fixed and established at the same rate for all Lots within the Property.

(b) Notwithstanding Section 5.05 (a) above, and in addition to the assessments otherwise authorized in the Article V, the Association 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 Association shall determine the appearance of a Lot, or a portion thereof, significantly detracts from the appearance and attractiveness of the remainder of the Property or otherwise constitutes a violation of the restrictions set forth in Article VI herein below. Such determination shall be made by a vote of the Members on the same manner as required in Section 5.04.

(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) days 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

7

17860745

cost shall not exceed the reasonable cost for performing such work.

(v) Any assessment levied under this Section 5.05(b) 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 rate of Seven (7%) percent per annum

Section 5.06 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(s). 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(s) described in the certificate and the lender who has taken a lien.

Section 5.07 Subordination of Liens to Mortgages. The lien for assessments provided for this Article V shall be subordinate to the lien of any mortgage or mortgages held by any bank, savings and loan association, insurance company, mortgage company, or similar institution of record at the time the lien for assessment 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 obligation 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 transfer shall release such Lot from liability for any assessment, interest or charges which thereafter become due or from any lien therefore.

Section 5.08 Collection of Assessment and Creation of Lien. If any assessment shall not be 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 circuit court for Oakland County, Michigan 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 cost and foreclosure of the mortgage.

Section 5.09 Action By Lyon Township. In the event the Association fails at any time to maintain the Park areas in reasonable order and condition, Lyon Township may serve written notice upon the Association setting forth the manner in which the Association has failed to maintain the Park areas and such notice shall include a demand that deficiencies of maintenance be cured within Thirty (30) days thereof and shall further state the date and place of a hearing thereof before the Township Board or such other board, body or official to whom the Lyon Township Board shall delegate such responsibility, which shall be held within Fourteen (14) days of such notice.

If deficiencies set forth in the original notice, or any modification thereof, shall not be cured within such Thirty (30) day period or any extension thereof, Lyon Township, in order to prevent the Park areas from becoming a nuisance, may maintain the same and the costs of maintenance shall be assessed against the Owners of the Lots and their respective successors and assigns, which assessment shall be payable in the manner required by Lyon Township. In addition to other methods of collection, Lyon Township shall have the right

8

LINE#17860PC746

to place such assessment on the Township Tax Rolls of the assessed property.

LIBR 17860PG747

**ARTICLE VI
PARK WOODS HOMEOWNERS ASSOCIATION COMMUNITY SEWAGE DISPOSAL
ASSOCIATION**

Section 6.01 Creation and Purposes Developer shall, within Six (6) months from the date of this Declaration, form a non-profit corporation in accordance with the Michigan Non-Profit Corporation Act, Act No. 162 of the Public Acts of 1982, which shall be known as the Community Sewage Disposal Association, hereinafter referred to the Community Association, or such other name as may be designated by Developer. The Community 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 this Community Association. The purposes of the Community Association shall be to maintain and preserve all components of the Community sewage disposal system for the common use of all the Residents and Owners of platted and unplatted Lots within the Community Association and to arrange for the provision of services and facilities of common benefit, and in general to maintain and promote the continued services of the community sewage disposal system herein after called the Community System.

Section 6.02 Membership: Developer and Owners of Lots 73 to 102 (herein after called Community Lots) shall be a member of the Community Association. These Lot Owners shall become members 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 land contract to purchase said Lot. All membership rights and obligations shall be appurtenant to and may not be separated from ownership of any Lot.

Section 6.03 Voting Rights The Community Association shall have Two (2) classes of Voting Members, which are as follows

(a) Class A Members shall consist of all Owners of Community Lots other than Developer. Each Class A Member shall be entitled to one vote on each matter submitted to a vote of Members for each Community Lot owned by the class A Member. Where title to a Community Lot is in 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 Community Lot had been sold pursuant to a land contract, the purchaser under said land contract shall be entitled to the vote for said Lot. Such Multiple Owners (including CO-purchasers under land contract) may exercise said 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 Community 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 Property and the Community System, the Class B Member shall be entitled to Three (3) votes for each Community Lot owned which is shown on the final preliminary Plat approved by the Lyon Township Board dated 12-23-96 whether or not a

ITR: R17860PG748

final plat has been recorded at the time said voting rights may be exercised. Class B membership shall terminate as to any Community Lots owned by Developer at the time any such Community Lot is sold or conveyed to an Owner other than Developer, which Owner shall thereafter be a Class A Member

Section 6.04 **Articles and By-Laws.** The Community 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. In the event there exists any conflict between the provisions contained within the Community Association Articles of Incorporation and By-Laws and the Provisions contained within this Declaration, the provisions of this Declaration shall control.

Section 6.05 **Directors.** The right to manage the affairs of the Community Association shall be exclusively vested in the Association Board of Directors. The Developer shall be the sole Director until such time as Seventy-Five (75%) percent of the Community Lots have been sold and conveyed by Developer, and occupied by the Owner, or until such earlier time as Developer may elect, in its discretion. Thereafter, the Board of Directors shall consist of Three (3) Members, who shall be elected by the Members of the Community Association in accordance with the provisions of the Articles of Incorporation and By-Laws of the Community Association.

ARTICLE VII RIGHTS OF COMMUNITY SEWAGE DISPOSAL ASSOCIATION

Section 7.01 **Rights of Members to Use Community System.** Each Member of the Community Association shall have right and non-exclusive easement (see Exhibit C for metes & bounds description), to use the Community System for the purposes provided herein. Such right and easement shall be appurtenant to, and shall pass with title to, every Community Lot and unplatted portion of the Property.

- (a) The Community System shall be used as sewage disposal system for the benefit of the Community Lot Owners. In addition, the Community System shall be used subject to the following provisions.
- b) The Community System shall be used and maintained in accordance with the provisions of all maintenance and/or easement agreements which are now hereafter entered into by and between Developer and/or Association and Oakland County Health Department and Lyon Township and Oakland County DPW with respect to the property or any portion thereof, and any amendments to such agreements.
- (c) The Community Association shall have the right to establish rules and regulations as the Board of Directors may deem necessary or desirable for the safe, orderly and convenient operation and use of the Community System and the improvements, equipment or facilities located thereon.
- (d) The Community Association shall have the right to suspend the voting rights of any Member and the right of any person to use the Community System or the facilities located thereon for any period during which any assessment against such Member's Lot is delinquent.
- (e) The Community Association shall have the right to suspend the voting rights of any Member and the right of any Community Lot Owner to use the Community System or the

17860749

facilities located thereon for any period during which any infraction of any rules regulations promulgated by the Board of Directors.

(f) The Community Association shall have the right to charge reasonable user fees and other fees for the use of any facility maintenance and/or improvement located in the Community System

(g) The Community System shall not be used for storm water discharge or sump pump discharge.

Section 7.02 ~~Title To Community System~~. The Community septic tank and drain fields are located in the Park areas which are owned by the Homeowner's Association as in Section 4.02.

Section 7.03 ~~Community Easements~~. The Community Association, Charter Township of Lyon, Developer, and Oakland County Drain Commission shall have a perpetual easement (see Exhibit C for metes & bounds description), over all components of the Community System including septic tanks, drain fields, reserve fields located in the Park Area, all sewer piping and equipment, to insure future access, maintenance and repair to the Community System.

ARTICLE VIII COVENANTS FOR MAINTENANCE AND CAPITAL CHARGES FOR COMMUNITY ASSOCIATION

Section 8.01 ~~Creation of the Lien and Personal Obligation For Community Assessments~~. Each Owner of any Community Lot, other than Developer by accepting conveyance of such Lot or by entering into land contract for the purpose of such Lot, shall be deemed to covenant and agree to pay the Community Association when due the assessments described below, regardless of whether or not such covenant shall be expressed in such instrument of conveyance or land contract

(a) annual assessments to meet regular Community Association expenses, which shall include such assessments required to maintain any easement referenced in Sections 7.01 and 7.03 of this Declaration; and

(b) special assessments for capital improvements, to be established and collected as set forth below; and

(c) special assessments for maintenance of Owners' premises, to be established and collected as set forth below; and

(d) all other assessments for taxes, levies, assessments or other charges lawfully imposed or charged to the Community Association with respect to the Community System

The forgoing assessments, together with Seven (7%) percent per annum interest thereon and cost 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 at the greater of Seven (7%) percent per annum or at the rate provided in such assessment and the cost of collection thereof, in addition to constituting a lien on such a Lot and improvements, shall also constitute a personal obligation of the person who was the Owner of the Community Lot on the date the assessment was established.

Section 8.02 ~~Purpose of Annual Assessments~~. The annual assessments levied under this Article VIII and the working capital funds required under Section 3.03 (c), shall be used by the

12

LIBR 17860PG750

Community Association for the purpose of (i) promoting the recreation, health, welfare and safety of the residents of the Property, (ii) improving, landscaping and maintaining the Community System; (iii) discharging any taxes, insurance premiums and mortgage installments relating to the Community System and improvements thereon.

Section 8.03 Annual Assessments. Commencing in the year the Community Association is formed, and for each fiscal year of the Community Association thereafter, annual assessment shall be levied and paid in the following manner

(a) The Board of Directors of the Community Association shall levy against each Lot an assessment based upon the projected costs, expenses and obligations of the Community Association for the ensuing fiscal year, which assessment shall be a specified amount per Community Lot.

(b) For the first year in which the Community Association is formed, the annual assessment shall be the amount of One Hundred Dollars (\$100) per Lot. Within Thirty (30) days from the beginning of each fiscal year of the Community 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. 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 assessment at the rate of Seven (7%) percent per annum.

(c) The fiscal year of the Community Association shall be established in the manner set forth in the Association's By-Laws.

(d) The Board of Directors of the Community Association 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 8.04. Special Assessments for Capital Improvements. In addition to the annual Assessments authorized by Section 8.03 above, the Community Association and/or Oakland County DPW 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 Community System, including any fixtures, equipment and other personal property relating thereto, provided, however, that no such special assessment shall be levied unless first approved by Fifty (50%) percent of the total combined Class A and class B votes, cast in person or by proxy at a meeting of the Community Association 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. 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 Community Association. And special assessments not paid when due shall be deemed delinquent and interest shall accrue on such delinquent assessment at the rate of Seven (7%) percent per annum.

The quorum required for the first meeting called for the purpose of voting on a special assessment shall be at least Fifty (50%) 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 considering the special assessment, another meeting may be called for said purpose, with notice thereof to be given as provided for in this Section 8.04 and the required quorum at any such subsequent meeting shall be Two-Third's (2/3) of the required quorum for the first meeting.

17860PG751

provided that such second meeting is held within Sixty (60) days from the date of the first meeting.

Section 8.05 Uniform Assessment Rate: Assessments Against Specific Properties

(a) Subject to Section 8.05(b) below, all annual, special and deficit assessments shall be fixed and established at the same rate for all Community Lots within the Property.

(b) Notwithstanding Section 8.05(a) above, and in addition to the assessments otherwise authorized in the Article VII, the Community Association may levy a special assessment against one or more specific Lots, for the purpose of maintaining and caring for the septic tank and sewer line of a specific Lot. A special assessment for such purposes shall not be levied except in compliance with the following procedures.

(i) The Community Association shall determine that the septic tank or a portion thereof, significantly detracts from the function of the Community System of the remainder of the Property or otherwise constitutes a violation of the restrictions set forth in Article VI and VII above. Such determination shall be made by a vote of the Members on the same manner as required in Section 8.04

(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 Community 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 8.05(b) 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 rate of Seven (7%) percent per annum.

Section 8.06 Certificate With Respect to Assessments Upon the written request of any Community Lot Owner, the Community Association shall furnish, within a reasonable time, a written certificate regarding the status of any assessments levied against such owner's Lot(s). Any such certificate, when properly issued by the Community Association, shall be conclusive and binding with regard to the status of the assessment as between the Community Association and any bona fide purchaser of said Lot(s) described in the certificate and the lender who has taken a lien on said Property as security for the repayment of a loan.

Section 8.07. Subordination of Liens to Mortgages. The lien for assessments provided for this Article VIII 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 assessment shall be imposed. Sale or transfer of a Community Lot, or any portion thereof, shall not affect the assessment lien. However, the sale or transfer of any Community 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

17860752

owner of said Lot be relieved of any liability for such obligation 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 from the lien transfer shall release such Lot from liability for any assessment, interest or charges which thereafter become due or from any lien therefore.

Section 8.08 Collection of Assessment and Creation of Lien. If any assessment shall not be paid within Thirty (30) days from the date payment is due, the Community Association may sue the Community Lot Owner and obtain a personal judgment against said owner and/or may enforce the lien in the Circuit Court for Oakland County, Michigan 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 cost and foreclosure of the mortgage.

Section 8.09 Action by Lyon Township. In the event the Community Association fails at any time to maintain the Community System in reasonable order and condition, Lyon Township may serve written notice upon the Community Association setting forth the manner in which the Community Association has failed to maintain the Community System and such notice shall include a demand that deficiencies of maintenance be cured within Thirty (30) days thereof and shall further state the date and place of a hearing thereof before the Township Board or such other board, body or official to whom the Lyon Township shall delegate such responsibility which shall be held within Fourteen (14) days of such notice.

If deficiencies set forth in the original notice, or any modification thereof, shall not be cured within such Thirty (30) day period or any extension thereof, Lyon Township, in order to prevent the Community System from becoming a nuisance, may maintain the same and the costs of maintenance shall be assessed against the Owners of the Community Lots and their respective successors and assigns, which assessment shall be payable in the manner required by Lyon Township. In addition to other methods of collection, Lyon Township shall have the right to place such Assessment on the Township Tax Rolls of the assessed property.

ARTICLE IX BUILDING AND USE RESTRICTIONS

Section 9.01 Use of Lots. All Lots shall be used and occupied for single family residence only, and no building of any kind whatsoever shall be erected, re-erected, moved or maintained thereon except one single family dwelling house and appurtenant buildings on each Lots, as hereinafter provided. Such dwelling house shall be designed and erected to be occupied by a single private family. A private attached garage for the sole use of the respective Owner or occupant of the Lot upon which said garage is erected shall also be erected and maintained. No Lot shall be used as a road easement or road right of way.

Section 9.02 Character and Size of Buildings. No plan for any dwelling will be approved unless the proposed dwelling has the minimum square footage required from time to time by Lyon Township. All dwellings must have a minimum of the following square footage.

- (a) for a one story dwelling (e.g. ranch) - a minimum livable main floor area of 1,500 square feet.
- (b) for a two story dwelling - a minimum livable floor area of 300 square feet on the first floor and a total minimum livable floor area of 1,600 square feet.

MRFR 17860PG753

(c) for a one and a half story - not less than 1,800 square feet with at least 1,200 square feet on the first floor

(d) for a BI-level or trio-level - not less than 1,600 square feet.

All computations of livable floor area for determination of the permissibility of erection of a residence shall be exclusive of garages, porches, basements, or terraces and shall be computed using outside wall to outside wall measurements. All garages must be attached and architecturally related to the dwelling. No garage shall provide space for less than two (2) automobiles nor more than four (4) automobiles. Car ports are specifically prohibited. All dwellings must have an attached garage.

Section 9.03 Minimum Yard Requirements. No building on any Lot shall be erected nearer than,

(a) Thirty-Five(35) feet from the front Lot line

(b) Fifty (50) feet from the rear Lot line, except, Lots 10,36,51,52,53,78, & 81 which shall maintain a minimum of a Forty (40) feet from the rear Lot line; nor

(c) Fifteen (15) feet from side Lot line

(d) Lot set back on corner Lots shall be (35) feet from the front lot line and (35) feet from the other front lot line

Section 9.04 Minimum Width The minimum dwelling width shall be subject to the discretion of the Committee, which shall attempt to maintain uniform standards throughout the subdivision

Section 9.05 Animals. No farm animals, livestock or wild animals shall be kept, bred or harbored on any Lot, nor shall any animals be kept or bred for commercial purposes. Domestic animals commonly deemed to be household pets may be kept by the Owner and members of his/her household so long as such pets shall have such care so as not to be objectionable, dangerous or offensive to others. In no event shall more than two (2) dogs be kept or harbored on any Lot. No Pit Bulls, Rottweillers, or other aggressive dogs shall be allowed. All animals 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, being dangerous or unsightliness.

Any dog kept by a resident on his/her premise shall be kept on a leash or in a dog run or pen, and shall not be allowed to run loose or unattended. No dog runs or pens shall be permitted to be erected or maintained unless located within the rear yard (only) adjacent to a wall of the main dwelling or garage and facing the rear or the interior of the Lot, nor shall such runs or pens extend beyond the side building line. Written permission for such dog run(s) must be obtained from the Developer. No dogs are allowed to stay outside at night if they make any objectionable noise.

Section 9.06 Fences, Walls, Hedges, Etc. No fence, wall or hedge of any kind shall be erected or maintained on any Lot without the prior written approval of the committee. No fence, wall or hedge shall be maintained or erected which blocks or hinders vision at street intersections. All fences and walls are subject to Lyon Township review and approval. No chain link fence shall be permitted except for dog runs or with the prior written approval of the committee. No fence, wall or hedge shall be erected, grown or maintained in front of or along the front building line of a Lot or along side Lot line. Fences may be approved for enclosing in-ground swimming pools in the rear yard. Dog runs must be directly attached to the rear building and not larger than 150 square feet; and be of suitable materials such as wood to match house. No fences to enclose rear yards will be allowed.

17860PG754

Section 9.07 Easements

- (a) Easements for the installation and maintenance of utilities, underground television cable, sewer lines, water mains, drainage lines, surface drainage swales, or any other improvements which would serve the residents of the subdivision, as established by Developer, its successors and assigns, are shown on the recorded plat. The use of all or part of such easements may be at any time or time hereafter be granted or assigned by Developer, its successors or assigns, to any person, firm, governmental unit or agency which furnishes such services or utilities.
- (b) No buildings may be constructed or maintained over or on any easements; however, after the aforementioned utilities have been installed, planting, fencing (where permitted), or other Lot line improvements shall be allowed, so long as they do not violate the provisions of this Article and do not interfere with, obstruct, hinder, or impair the drainage plan of the subdivision and so long as access be granted, without charge or liability for damages, for the installation and/or maintenance of the utilities, drainage lines and/or additional facilities.
- (c) Private easements for public utilities have been granted and reserved on the plat of the subdivision.
- (d) **Storm Water Retention Area & Storm Water Drainage System.** The costs of maintenance, repair and replacement of the Storm Water Detention Area and the Storm Water Drainage System of Park Woods be borne by the Association unless and until easements therefor have been duly granted to the Oakland County Drain Commissioner as presently intended by Developer whereupon the responsibility for any mowing and/or other landscaping of the Storm Water Detention Area shall at all times, before and after dedication (if ever) of easements, be that of the Association.
- (e) **Restrictions Relating To Requirements of Oakland County Drain Commissioner.** Those certain areas so designated upon the plat of the subdivision as recorded with the Oakland County Register of Deed, subject to a perpetual and permanent easement in favor of the Oakland County Drain Commissioner, the Underhill County Drain, Drainage District, and the County of Oakland (collectively referred to as "grantee"), and grantee's successors, assigns and transferees, in, o. er, under and through the property so designated upon the recorded plat as set forth above, which easement may not be amended or revoked except with the written approval of grantee, and which contains the following terms and conditions and grants the following rights:
1. The easement shall be for the purposes of developing, establishing, constructing, repairing, maintaining, deepening, cleaning, widening, and performing any associated construction activities and grading in connection with any type of drainage facilities or storm drains in any size, form, shape, or capacity.
 2. No owner in the subdivision shall build or convey to others any permission to build any permanent structures on the said easement.
 3. No owner in the subdivision shall build or place on the area covered by the easement any type of structure, fixture or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either actually or threaten to impair, obstruct, or adversely affect the rights of grantee under the said easement.

17

17860PG755

4 The grantee and its agents, contractors, and designated representative shall have the right of entry on, and to gain access to, the easement property for the purpose of repair or maintenance of the community septic system, maintenance to the landscaped areas or clearing of fallen trees that may impose a danger or fall upon any platted parcel.

5 All owners in the subdivision release grantee and its successors, assigns or transferees from any and all claims to damages in any way arising from or incident to the construction and maintenance of a drain or sewer or otherwise arising from or incident to the exercise by grantee of its rights under the said easement, and all owners covenant not to sue grantee for any such damages.

The rights granted to County of Oakland, the Oakland County Drain Commissioner, the Underhill County Drain, Drainage District, and their successors and assigns, under Section 9.07(f) of these restrictions may not, however, be amended without the express written consent of the grantee hereunder. Any purported amendment or modification of the rights granted thereunder shall be void and without legal effect unless agreed to in writing by the grantee, its successors or assigns.

(g) Private Easements as recorded on final plat shall be established to preserve and maintain the existing trees within it and to maintain the area in a natural, wild and undisturbed state. It shall be strictly prohibited to remove or cause to be removed all trees 8" in diameter or greater

Section 9.08 Temporary Structures Trailers, tents, shacks, sheds, barns, or any temporary buildings of any description whatsoever, are expressly prohibited and no temporary occupancy shall be permitted in unfinished residential buildings.

Section 9.09 Sales Agency and/or Business Office Notwithstanding anything to the contrary elsewhere set forth herein, Developer and/or any builders which it may designate may construct and maintain a sales agency and/or a business office upon any Lots which they may select, or may use a model house for such purposes, or install and maintain a trailer as a sales model or construction office upon a Lot, and Developer and such designated builders may continue to do so until such time as all of the Lots of which Developer or such designated builders have any interest and are sold by them in all Phases. Any sales agency or business office cannot be established without prior Township approval.

Section 9.10 Lease Restrictions No owners of any Lot shall lease and/or sublet less than the whole of any dwelling on any Lot

Section 9.11 Exterior Surface of Dwellings Brick or natural stone shall constitute Thirty (30%) percent of exposed front exterior surface. Front building line must have at least one (1) off set. Siding material may be wood, vinyl or stucco. Aluminum, or asphalt siding are not allowed. Roof pitches to be a minimum of 6:12 pitch. There must be at least one gable on front of house or a hip roof design is also permitted.

Section 9.12 Destruction of Building by Fire, Etc. Any debris resulting from the destruction in whole or in part of any dwelling or building on any Lot shall be removed with all reasonable dispatch from such Lot in order to prevent an unsightly condition.

Section 9.13 Landscaping As used in this section, the term "Owner" shall mean the person or persons who purchase a dwelling from a builder, and each subsequent purchaser of the residence. Upon completion of a dwelling, the owner shall cause the Lot on which the dwelling is located to be finish graded and seeded or sodded and suitably landscaped. The Developer shall be responsible for planting one (1) street tree per Lot within twelve (12) months after construction of

18

17860 PG 756

a dwelling on the Lot. Upon taking possession of the dwelling and Lot, the Lot and road right-of-way contiguous to each Lot, including landscaping and lawns, shall be maintained in a neat and orderly appearance by the Owner at all times.

Section 9.14 Sidewalks A sidewalk shall be built by Developer along county right-of-way on Eight Mile Rd and maintained by the Association.

Section 9.15 General Conditions

(a) No Lot shall be used or maintained as a dumping ground. Rubbish, trash, garbage or other wastes and the same shall not be kept except in sanitary containers properly concealed from public view. Garbage containers shall not be left at the road for more than Twenty-Four (24) hours in any one week.

(b) No house trailers, commercial vehicles, camping vehicles or camping trailers may be parked or stored on any Lot unless stored in a fully enclosed garage. Commercial vehicles and trucks, except pickup trucks, shall not be parked in the subdivision, or on any Lot therein, except while making normal deliveries or pick-ups in the normal course of business. However, a construction trailer may be maintained by Developer offering new houses for sale, only during the period when new houses are under construction in the subdivision by that builder. One (1) unoccupied recreational vehicle may be temporarily (10 days) parked or stored by a family occupying the residence, but the same shall be parked or stored behind the front setback line in such a way as not to become offensive or unsightly to the immediate neighbors in the vicinity where the same is parked or stored, but such recreational vehicle shall not be permanently parked or stored on said premises.

(c) No clothes lines shall be allowed.

(d) The grade of any Lot or Lots in the subdivision may not be changed without the written consent of the Committee and approval by Lyon Township. This restriction is intended to prevent interference with the master drainage plans for the subdivision.

(e) No "through the wall" air conditioners may be installed on the front wall or in any front window of the building.

(f) Outside compressors for central air conditioning units shall be located in the rear yard and must be installed and maintained in such a manner as to create no nuisance to the residence of adjacent dwellings. Location in side yards may be permitted with written approval of Developer.

(g) No swimming pool may be built which is higher than one (1) foot above the existing Lot grade. No above ground swimming pools shall be erected or maintained on any Lot.

(h) All Lots in the subdivision shall be used exclusively for single family residential purposes. Except as specifically permitted herein, no structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single family dwelling not to exceed two and one-half (2 1/2) stories in height, which must include an attached garage.

(i) No satellite dish, saucer or similar device shall be placed, constructed, altered or maintained on any Lot or any home constructed thereon, unless the Developer determines, in its sole discretion, that the absence of any such device creates a hardship with respect to a particular Lot and that sufficient screening from one view can and will be maintained and such device is of minimum size as not to establish an eye sore.

(j) It shall be the responsibility of each Lot Owner to prevent the occurrence of any unclean, unsightly, or unkempt condition of buildings or grounds on each Owners Lot.

(k) No hunting, shooting or discharge of firearms shall be permitted on the Property.

17860757

(l) No Lot shall be subdivided, or its boundary lines changed, except with the written consent of the Developer in compliance with local ordinances and the Land Division Act. However, Developer hereby expressly reserves the right to replat any Two (2) or more Lots shown on the plat or preliminary plat of the subdivision according to Section 560.104(a) of the Land Division Act, in order to create a modified building Lot or Lots and to take such other steps as are reasonably necessary to make such replatted Lots suitable or fit as building sites to include, but not be limited to, the relocation of easements, walk-ways and right-of-ways to conform to the new boundaries of said replatted lot, in compliance with Sec. 221-229 of Land Division Act. Any such replatting shall be subject to prior approval by Lyon Township.

(m) Sheds, outbuildings or detached garages are prohibited unless approved by the committee

(n) Deck design and material must be approved by the Developer and Lyon Township.

(o) Modular homes, prefabricated homes, used homes which are moved, or any preconstructed homes are expressly prohibited except for sales offices as mentioned above

(p) Soil removal from Lots shall not be permitted, except as required for building construction and as permitted by Developer. Disturbance of the natural features of the Lot as a result of construction shall be kept to a minimum except where re-grading has been approved for storm water management purposes

(q) No building shall be erected on any Lot except by a contractor licensed by the State of Michigan For such purposes

(r) Burning of wood as fuel to continually heat a home on a Lot is prohibited. Occasional fires in fireplaces are allowed

(s) No trail bikes, motorcycles, snow mobiles or other motorized recreational vehicles shall be operated in any drain easement, side-strip, Park areas, or retention area of the subdivision

(t) No swimming pools, tennis courts, outdoor whirlpools, hot tubs, wood decks or other structures shall be constructed without prior written approval of Developer. The construction of any swimming pool or any other recreational structure which has been approved in writing by Developer shall be constructed in accordance with this Declaration and with all applicable local ordinances and/or State Laws.

(u) Mineral rights shall be held by the developer, however, there shall be no oil and/or gas exploration allowed from the surface of the ParkWoods Subdivision property. No person, partnership, corporation or other entity shall prospect, mine, explore, drill, lay or maintain pipe lines, conduct seismograph test, build or maintain tanks, pits, power stations or other structures, nor conduct any operations of any nature relative to oil and gas exploration from the surface of the ParkWoods Subdivision property.

(v) 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, with the exception of:

(i) Non-illuminated which are not more that Four (4) square feet in area pertaining to only to the sales of the premises upon which it is maintained;

17860PG758

(ii) Non-illuminated signs which are not more than Two (2) square feet in area pertaining only to a garage sale conducted on the premises, which garage sale and sign shall not exceed four (4) days

The foregoing restrictions contained in this subsection shall not apply to such signs as may be installed or erected on any Lot by Developer or any builder who own Lots for resale in the ordinary course of business, during any construction period or during such periods as 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 9.16 Wetlands

(1) The Wetlands shall not be modified in any manner unless a permit for such modification has been issued by Lyon Township, the Michigan Department of Environmental Quality and any other governmental unit or agency having jurisdiction over the Property

(2) No building, structure, or addition, deck, patio, swimming or wading pool, tennis court, filling, grading, dumping of lawn clippings, or other improvement or development of any kind shall be permitted within a designated Wetland area, as depicted within a recorded plat of a Park Woods Subdivision unless specified below.

(3) The Wetlands area may only be used for passive recreational uses such as hiking and nature study, construction of floating docks, walkways over Wetlands, boardwalks, bird houses and bird feeders for installation and/or repair of improvements and utilities to the subdivision as the Michigan Department of Environmental Quality may allow.

17860 PG 759

(4) The Wetlands are to remain substantially in their natural condition, unless the designation of the Wetlands area is ever altered by the Michigan Department of Environmental Quality

(5) The Association shall be hereby empowered to maintain Wetlands, do repairs to said Wetland, and levy assessments for repairs against offending lot owners who have either filled or altered said Wetland.

(6) The Association and Lyon Township are granted a conservation easement pursuant to the conservation and Historic Preservation Easement Act, 1980 PA 197, MCL 399.251 et. seq, on the conditions stated below

(a) The premises subject to this conservation easement shall be all the wetlands on the Property

(b) The purpose of this conservation easement is to maintain the easement premises in their natural and undeveloped condition. The Association shall be responsible and have authority to maintain the easement premises. Lyon Township shall also have authority to enforce the maintenance of the easement premises.

Section 9.17 **Trees.** Trees eight (8") inches caliper measured at four (4') feet above grade and over shall be maintained on the Lots, except that such trees may be removed if they interfere with the house, driveway, septic system, utilities, decks, grading of lots, 20' clear zone around house and reasonable open space (size to be determined by the Association) in the rear and the front of the house.

Section 9.18 **Wells.** All wells shall be drilled by a Michigan licensed well driller to a depth that will penetrate a minimum of a Ten (10') protective clay barrier. All wells shall be grouted the entire length of the casing

Section 9.19 **Health Department Approval.** All Wells and Septic Fields shall be located in the exact area as indicated on the preliminary plans submitted by Boss Engineering dated 1/23/06 which are on file at the Oakland County Health Department. There shall be no future subdividing of any building lots, which would utilize individual on-site sewage disposal and/or water supply systems. All restrictions placed on ParkWoods Subdivision by the Oakland County Health Department are not severable and shall not expire under any circumstances unless otherwise amended or approved by the Oakland County Health Department.

(1) No lot shall be used for other than single family residential use.

(2) Permits where applicable for the installation of on-site sewage disposal or well water systems shall be obtained from the Oakland County Health Division prior to any construction.

(3) When deemed necessary due to soil conditions, configuration of the lot, or grade, an engineered plan for a septic design may be required for on-site sewage disposal. Such plans, if required, must be submitted for review and approved prior to the issuance of an on-site sewage disposal permit

Erin A. Lysett 9-26-07
Oakland County Health Division
1010 E. West Maple Rd.
Warren, MI 48090-3000

17860760

(4) Dwelling in the proposed subdivision shall be served by a potable water supply system. All well on individual lots shall be drilled by a well driller, registered by the State of Michigan, to depths of at least 65 - 118 feet with adequate yield. All wells shall be grouted completely. A completed well log form for each potable water well shall be submitted to the Oakland County Health Division within sixty (60) days following completion of such well.

(5) Although no considered health related, the elevated hardness, (of 272-316 mg/l) and iron content (of 1.74 - 3.4 mg/l) may be aesthetically objectionable, as previously indicated. Prospective residents must be made aware that softening or treatment systems may be necessary or desirable for their drinking water.

(6) The Homeowners Association Board of Directors shall have the authority to rule for the entire project as it relates to participation in a municipal water and/or sewage disposal system.

(7) The developer of the project will install a limited community septic system which will service approximately 30 lots in phase 3 until such time as a municipal sanitary sewer is installed. the limited community septic system shall be maintained and repaired by the Homeowners Association, or its agents, successors, or assignees and overseen by the township of Lyon.

(8) Ownership and responsibility for maintenance of on-site well and sewage systems must be assigned to individual lot owners in both the subdivision master deed and the owners individual deed description. Septic systems must be in close proximity to the living units served.

(9) The aforementioned documents are to be submitted to the Oakland County Health Division and the Michigan Department of Public Health prior to recording of the final deed.

Section 9.20 Floodplain. Any residential buildings affected by the floodplain, defined as 920 7 N C. V. Datum, Shall

- A. Have lower floors, excluding basements, a minimum of one foot higher than the elevation defining the floodplain limits
- B. Have openings into the basement not lower than the elevation defining the floodplain limits
- C. Have basement walls and floors, if below the elevation defining the floodplain limits, which are watertight 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", EP1165 2 314, prepared by the office of the Chief of Engineers, United States Army, Washington D.C., June 1972. Figure 5 on page 14-5 of the regulations shows typical foundation drainage and waterproofing details. This document is adopted by reference in these rules and is available, at no cost from the Department of Environmental Quality, Land and Water Management Divisions, Stevens T. Mason Building, P.O.

Oakland County Health Division
9-26-97
4800 W. Waverly Rd.
Warren, MI 48090-3588

REF 17860PC761

Box 30028, Lansing, Michigan 48909, or Department of the Army, Corps of the Engineers, Publications Depot, 890 S Pickett, Alexandria, Virginia, 22304.

D. Be equipped with a positive means of preventing sewer backup for sewer lines and drains which serve the building.

E. Be properly anchored to prevent flotation.

F. No filling or occupation of the floodplain shall take place without prior written approval from the DEQ.

G. These restrictions are to be observed in perpetuity, excluded from any time limitations set forth in the declaration, and may not be amended.

Section 9.21 Mailboxes. Shall be placed in accordance with the rules and regulations of the local United States Post Office.

ARTICLE X ARCHITECTURAL CONTROLS

Section 10.01 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 a specification are submitted to, and approved in writing by, Developer in accordance with the provisions of Section 7.02 below,

- (i) No building, fence, wall or other structure shall be constructed, erected or maintained, and
- (ii) No addition, change or alteration therein shall be made, except for interior alterations.

Section 10.02 Submission of Plans and Plan Approval. All construction plans, plot plans, specifications and other related materials shall be filed in the office, of Developer, or with any agent specified by Developer, for approval or disapproval. Plot plans shall include set backs, Lot dimensions, road right-of-way, septic tank and field location well, wetlands and buffer zone, utilities location, easements, proposed drainage, house, driveway, North direction, and grade elevations. Said construction plans and specifications shall show the nature, kind, shape, height, floor plans, elevations and materials (including samples of exterior building materials upon request). Developer shall have sole authority to review, approve or disapprove the plans or specification 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 specification, Developer shall have the right to take into consideration compatibility of the proposed building or other structures with the surroundings and effect of the building or other

17860PG762

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 offering of complete plans, specifications and other materials by the applicant. Developer will aid and cooperate with prospective builders and make suggestions based upon its view of preliminary sketches. Prospective builders 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 X within Thirty (30) days from the date submitted shall constitute approval thereof contingent upon submitted conforming to and adhering to covenant and deed restrictions of Park Woods. Approval by default shall not be construed as permission to omit or modify any deed restrictions. Developer shall be entitled to charge each applicant a review fee in an amount not to exceed Fifty and 00/100 (\$50.00) Dollars to reimburse Developer for any actual costs incurred in connection with the review of said applicant's plans, specifications and related materials. Prospective purchaser of Lots may submit plans for approval before purchase of said Lot.

Developer (not being an architect) will not review the plans for structural stability, building code violations, or appropriate grading and will not be responsible for said review.

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 referenced in section 10.03 below, shall incur any liability whatsoever for approving or failing or refusing to approve all or any part of any submitted plans and/or specifications.

Section 10.03 Architectural Control Committee. At such time as Seventy-Five (75%) percent have occupied homes Developer shall elect to delegate and assign rights, duties and obligations as set forth herein, except for Lots still owned in whole or part by Developer which will remain under complete architectural control of Developer, until Developer so elects to assign control to either Lot Owners or the Association or to a committee representing the Owners of Lots or to the Association, 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 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 delegate as to any matters herein set forth shall be binding upon all interested parties. If Developer assigns its rights and obligations under this Article X to an Architectural Control Committee, said Committee shall consist of no less than Three (3) Members and no more than Five (5) Members of which one should have design or building experience, to be appointed by Developer. Developer shall also transfer his right to appoint members of the Architectural Control Committee to the Association. In addition, the Developer shall not be required to pass judgment upon any technical aspects of construction or whether construction plans meets zoning, building codes, structural stability, or safety requirements. The Developers or Committee approval shall merely mean that the plans are in compliance with the intent and purpose of these restrictions and shall not be construed as to imply that the Developer has passed upon any other

17860763

aspects of the plans, nor shall such approval imply that the building plans or specifications comply with zoning, building codes, safety requirements, or structural stability.

ARTICLE XI GENERAL PROVISIONS

Section 11 01 Amendment. The covenants, conditions, restrictions and agreements of this Declaration, as they relate to any Phase for which a final plat of 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 portion of the property, including mortgagees and others), at any time prior to the sale of the first Lot in said Phase, subject to the approval of the Lyon Township Board. Developer, without the consent of any other Owner or any person or entity whatsoever (whether or not any such person or entity shall now or hereafter have any interest in any Lot or 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 Phase within the Property for which a final plat of subdivision has not been recorded, subject to the approval of Lyon 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 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, or to increase or decrease the amount of land described on Exhibits A of this Declaration as Developer deems necessary, subject to the approval of Lyon Township.

The covenants, conditions, restrictions and agreements of this Declaration, as they relate to any Phase for which a final plat has been recorded may be amended, at any time following the date on which a Lot has been conveyed by Developer, by a written instrument recorded in the office of the Oakland County Register of Deed, signed by

- (i) the Owners of Seventy-Five (75%) percent of the total Lots contained within all Phases for which a final plat of subdivision has been recorded;
- (ii) Developer, in the event Developer then continues to own any Lots or any portion of the Property. In the event Developer has recorded a notice of relinquishment as to any portion of the Property for which a final plat has not been recorded, the Lots contained within said relinquished portion shall not be counted toward the percentage vote required hereinabove. Notwithstanding the foregoing, any and all such amendments shall be subject to the approval of the Lyon Township

Section 11 02 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

FILE# 17860PC764

Section 11.03 Enforcement Developer, the Association and 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 11.04 Insurance Proceeds. All proceeds of any insurance maintained with respect to any assets of the Association, and the Park areas (if said Park 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 or the Park areas (if said Park areas have been conveyed to the Association) shall be paid to the Association and shall be the property of the Association and not to its Members or any other persons or entities

Section 11.05 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 retain in full force and effect

Section 11.06 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 11.07 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 11.08 Execution of Additional Documents. Each of the Owners, 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 purpose of this Declaration.

IN WITNESS THEREFOR, the undersigned has hereunto set its hands this 26 day of 1999

WITNESSES

E & A Development, L.L.C.
a Michigan Corporation

By _____

Its _____

Michael Sak
MICHAEL SAK

LR 17860PG765

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this

26th day of January, 1997 by Alexander C. ...

[Signature] Notary Public Oakland County, Michigan
JAMES L. WOLFINGTON
My commission expires: Notary Public, Washtenaw County, MI
My Commission Expires May 28, 2001
Acting in Oakland County

PROPRIETOR'S CERTIFICATE

NBD Bank, N.A. a corporation duly organized and existing under the laws of the United States Of America by David D. Ebner, Vice President, has caused the land embraced in the plat to be surveyed, divided, mapped and dedicated as represented on this plat and that the roads are for the use of the public, that the public utility easements are private easements, that all other easements are for the uses shown on the plat, that Mulberry Commons Park is a private park for the use of the lot owners within ParkWoods and all subsequent plats with the same name, that Jordan's Way Park is a private park for the use of the lot owners within ParkWoods and all subsequent plats with the same name, and that no direct access to Eight Mile Road will be allowed from Mulberry Commons Park or Jordan's Way Park.

WITNESSES

[Signature]
SHARON L. DORE

[Signature]
LISA L. ROKICK

NBD BANK, N.A.
611 Woodward Avenue
Detroit, MI 48226

[Signature]
David D. Ebner
Vice President

ACKNOWLEDGMENT

STATE OF MICHIGAN)
OAKLAND COUNTY)SS

Personally came before me this 26th day of January 1997, David D. Ebner, Vice President of the above named corporation to me known to be the person who executed the foregoing instrument and to me known to be such second vice president of said corporation, and acknowledged that he

24

TIBER 17860PC766

executed the foregoing instrument as such officer as the free act and deed of said corporation, by
it's authority

Notary Public *[Signature]*

County, Michigan

My commission expires

JAMES L. WOLFINGTON
Notary Public, Washtenaw County, MI
My Commission Expires May 28, 2008
Action in Oakland County

Drafted By: *Jeff Appel*
Jeff Appel
E & A Development, L.L.C.
5847 Springwater
W Bloomfield, MI 48322

Revised 11-24-97

LPR 17860PG767

LEGAL DESCRIPTION

"PARK WOODS"

PART OF THE SOUTHWEST 1/4 AND PART OF THE SOUTHEAST 1/4 OF SECTION 32, T1N-R7E, LYON TOWNSHIP, OAKLAND COUNTY MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 32; THENCE ALONG THE SOUTH LINE OF SAID SECTION 32, ALSO BEING THE OAKLAND-WASHTENAW COUNTY LINE AND THE CENTERLINE OF EIGHT MILE ROAD (66 FEET WIDE), N 89°14'09" W, 569.93 FEET, TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE CONTINUING ALONG SAID SECTION LINE, COUNTY LINE AND CENTERLINE, N 89°14'09" W, 747.81 FEET; THENCE N 00°24'10" E, 2085.56 FEET; THENCE S 89°35'50" E, 28.84 FEET; THENCE SOUTHEASTERLY ON AN ARC RIGHT, HAVING A LENGTH OF 129.56 FEET, A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 37°07'00", AND A LONG CHORD WHICH BEARS S 71°02'20" E, 127.31 FEET; THENCE S 52°28'50" E, 13.27 FEET; THENCE S 37°18'44" W, 200.00 FEET; THENCE S 52°28'50" E, 453.49 FEET; THENCE N 37°31'10" E, 200.00 FEET; THENCE S 52°28'50" E, 17.75 FEET; THENCE S 37°31'10" W, 208.47 FEET; THENCE S 12°12'15" E, 101.00 FEET; THENCE S 00°45'48" W, 220.00 FEET; THENCE S 89°14'12" E, 200.00 FEET; THENCE N 00°45'48" E, 28.50 FEET; THENCE S 89°14'12" E, 60.00 FEET; THENCE N 00°45'48" E, 141.50 FEET; THENCE S 89°14'12" E, 400.00 FEET; THENCE S 00°45'48" W, 141.50 FEET; THENCE S 89°14'12" E, 60.00 FEET; THENCE S 00°45'48" W, 8.50 FEET; THENCE S 89°14'12" E, 27.57 FEET; THENCE S 00°45'48" W, 60.00 FEET; THENCE S 89°14'12" E, 75.04 FEET; THENCE EASTERLY ON AN ARC LEFT, HAVING A LENGTH OF 86.19 FEET, A RADIUS OF 480.00 FEET, A CENTRAL ANGLE OF 10°17'16", AND A LONG CHORD WHICH BEARS N 85°37'10" E, 86.07 FEET; THENCE S 09°31'28" E, 127.10 FEET; THENCE S 3°11'04" W, 401.31 FEET; THENCE S 42°51'47" W, 297.69 FEET; THENCE S 89°14'09" W, 309.22 FEET; THENCE S 00°45'51" W, 236.00 FEET; THENCE N 89°14'09" W, 11.43 FEET; THENCE S 00°45'51" W, 264.00 FEET. TO THE POINT OF BEGINNING; CONTAINING 38.09 ACRES, MORE OR LESS, CONTAINING 32 LOTS, NUMBERED 1-32, INCLUSIVE AND TWO (2) PRIVATE PARKS.

pt. 21-32-300-011

EXHIBIT A

LIBR 17860 PG 768

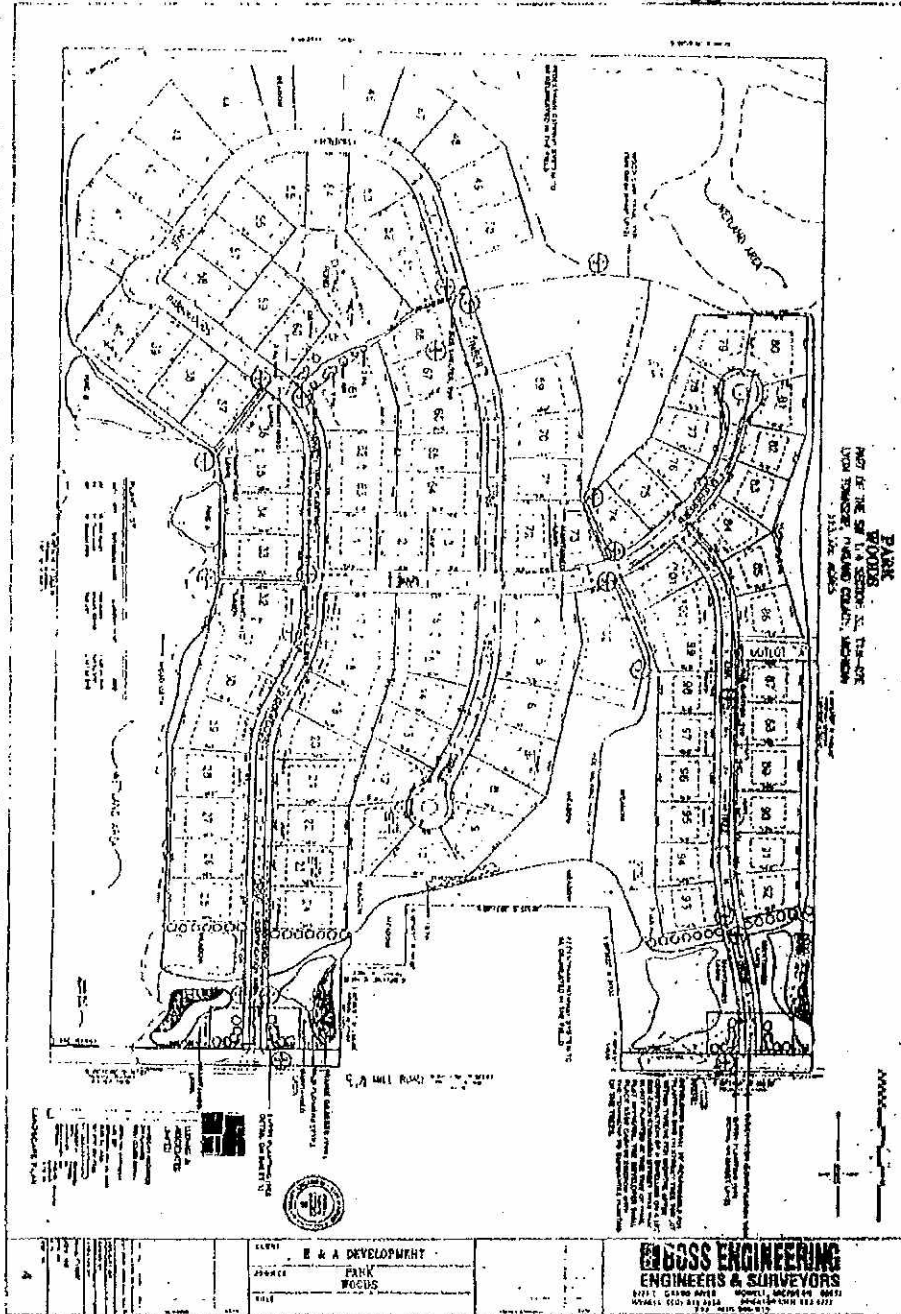


Exhibit B

(attached) "C"

LRFR 17860PC770

DESCRIPTION OF PRIVATE EASEMENT FOR SANITARY SEWER AND COMMUNITY SEPTIC SYSTEM:

Part of the Southwest 1/4 and Southeast 1/4 of Section 32, T1N-R7E, Lyon Township, Oakland County, Michigan, more particularly described as follows: Commencing at the South 1/4 Corner of said Section; thence along the South line of Section 32, also being the Oakland Washtenaw County line and the centerline of Eight Mile Road, N 89°14'09" W, 758.50 feet; thence along the East line of proposed Parkwoods Drive (60 ft. wide), N 00°45'51" E, 303.05 feet, to the POINT OF BEGINNING of the Easement to be described; thence continuing along said East line, N 00°45'51" E, 57.00 feet; thence S 89°14'09" E, 200.00 feet; thence N 00°45'51" E, 139.95 feet; thence S 89°14'09" E, 309.22 feet; thence N 89°28'30" E, 381.56 feet; thence Due North, 86.93 feet; thence Due East, 105.89 feet; thence S 00°33'67" W, 118.72 feet; thence S 09°02'58" E, 125.44 feet; thence N 78°10'20" E, 156.70 feet; thence along the Westerly line of proposed Oak Tree Drive (60 ft. wide), Southerly on an arc left, having a length of 74.20 feet, a radius of 1030.00 feet, a central angle of 34°07'40" and a long chord which bears S 13°53'30" E, 74.19 feet; thence S 14°25'31" E, 46.46 feet, thence Due West, 110.04 feet; thence N 67°14'38" W, 146.99 feet; thence N 08°36'31" W, 101.37 feet; thence N 89°14'09" W, 584.67 feet; thence S 00°45'51" W, 161.00 feet; thence N 89°14'09" W, 192.61 feet; thence N 00°45'51" E, 39.05 feet; thence N 89°14'09" W, 160.96 feet, to the POINT OF BEGINNING.

96032SEP.DOC

October 15, 1997

Job Number 95032-8

Sheet: 1 OF 1

BOSS ENGINEERING
ENGINEERS & SURVEYORS

3121 East Grand River • Howell, Michigan 48843
Phone (517)546-4836 • Brighton (810)229-4773 • Fax (517)546-1670

[Handwritten Signature]
GA. R. BOSS R.L.S.