

IF PROPERTY IS SOLD/LEASED,  
PROVIDE NEW OWNER/LESSEE  
WITH A COPY OF BY-LAWS  
AND DECLARATION

DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS

PORTSMOUTH CROSSING SUBDIVISION

THIS DECLARATION is made on the 22 day of Sept, 2000 by JAMES S. BONADEO, L.L.C., a Michigan Limited Liability Company, 49440 Ann Arbor Road, Plymouth, MI 48170 (referred to as "Declarant").

Plat recorded in Liber 117, Pages 38 through 45 through, inclusive

WHEREAS, Declarant is the owner of certain real property located in the Township of Plymouth, Wayne County, State of Michigan and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Subdivision"); and

WHEREAS, Declarant desires to impress the Subdivision with covenants, conditions and restrictions in order to insure its development as a desirable residential area; to prevent any use thereof which might tend to diminish its value; and to assure the harmony, attractiveness and utility thereof.

NOW, THEREFORE, Declarant hereby declares that the Subdivision shall be held, sold, conveyed and otherwise transferred subject to the following covenants, conditions and restrictions (as amended from time to time), which shall run with the Subdivision and each lot therein, and which 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, successors and assigns.

ARTICLE I  
DEFINITIONS

"Declarant" shall mean JAMES S. BONADEO, L.L.C., a Limited Liability Company.

"Dwelling" shall mean the detached single family residence which may be built on each lot in the Subdivision.

"Residential Unit Development Agreement" shall mean the agreement between the Township of Plymouth and the Declarant dated                      1999 and recorded in Liber                      Pages                      through                     , Wayne County Records.

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

additional land which may be subsequently subjected to the terms of this Declaration by amending Exhibit A in order to add more land.

## ARTICLE II RESTRICTIONS

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

1. All lots in the Subdivision sold or conveyed to individual purchasers 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 detached single-family dwelling not to exceed thirty (30) feet in height which may include an attached garage, except due to topographical conditions or upon the approval of Declarant or the Architectural Control Committee. No part of any dwelling or other structure shall be used for any activity normally conducted as a business.

2. No driveway, parking area, building, dwelling, fence, wall, hedge or other improvement or structure shall be erected, placed or altered on any lot in the Subdivision until the following have been submitted to and approved in writing by Declarant:

(a) A topographic survey showing the existing and proposed grades, the location of all trees in excess of three (3) inches in diameter, the proposed location of each building or structure and the proposed location of drives and parking areas;

(b) Construction and architectural plans including dimensioned floor plans, typical sections and all elevations;

(c) Specifications setting forth the type and quality of all materials and workmanship to be employed including a detailed finish schedule for all exterior materials, products and finishes, with actual brick, stain and shingle samples;

(d) A landscaping plan showing finished grading, planting, sodding, and lighting; and

(e) A construction schedule.

Rejection of proposed locations, plans, specifications or construction scheduling may be based by Declarant upon any ground whatsoever, including purely aesthetic consideration which in the sole and uncontrolled discretion of Declarant shall be sufficient. Declarant intends to take into account the preservation of trees and the natural setting in passing upon plans, specifications and the like. No alterations in the exterior materials or appearance

including stain, paint, or roofing colors of any building or structure nor any alteration in the landscaping plans may be made without written approval by Declarant. One (1) copy of all plans, specifications and related data shall be furnished to Declarant for Declarant's records.

3. No plans for any dwelling will be approved unless the proposed dwelling has the minimum square footage required from time to time by the Charter Township of Plymouth. In addition, the dwelling must have a minimum of 2,600 square feet of livable floor area. The term "livable floor area" shall exclude garages patios, decks, open porches, entrance porches, terraces, storage sheds and like areas even if attached to the main dwelling. The term shall include enclosed porches if the roof of the porch forms an integral part of the roofline of the main dwelling. All garages must be attached or architecturally related to the dwelling. No garage shall provide space for less than two automobiles. Carports are specifically prohibited.

4. Old and/or pre-existing buildings may not be moved onto any lot in the Subdivision, and no used materials except reclaimed brick may be used in construction.

5. The exterior of all buildings must be brick, stone, wood or a combination thereof. The first floor and chimney of all buildings must be brick or stone, or a combination thereof. Visible exteriors of cement, slag, cinderblock, asbestos siding, concrete or imitation brick are prohibited.

6. No dwelling, building or other structure shall be placed, erected, altered or located on any lot nearer to the front, side or rear lot line than is permitted by the ordinances of the Charter Township of Plymouth in effect from time to time. Furthermore, Declarant may require the owner of any lot in the Subdivision to seek such variances as may be required to locate the dwelling, building or other structure which is to be located on the lot from the Charter Township of Plymouth.

Declarant shall have the right (but not any obligation) to permit variations in the standards which are less than those established in this Declaration if, in its sole judgment, the grade, soil or other physical conditions pertaining to a lot justify such a variance, and subject to any approvals required by the Township.

7. Upon the completion of a dwelling on any of the lots in the Subdivision, the owner thereof (and the word "owner" as used herein is intended to mean the party who purchases a dwelling from the builder thereof and each subsequent purchaser) shall, subject to all applicable municipal ordinances, cause the lot owned by him or her to be finished, graded and sodded and suitably landscaped as soon after completion as weather permits. All landscaping in the

Subdivision shall be of an aesthetically pleasing nature and shall be well maintained at all times. Notwithstanding anything to the contrary herein, basic landscaping, including finish grading and the laying of sod, must be completed within ninety (90) days of closing, weather permitting.

8. No animals or fowl (except two domesticated household pets) shall be kept or maintained on any lot, and household pets shall be confined to the lot. Pets causing a nuisance or destruction shall be restrained.

9. Dog kennels or runs or other enclosed shelters for permitted animals must be an integral part of the approved dwelling and must be approved by Declarant and the Charter Township of Plymouth. Each lot owner must keep any such kennel, shelter or run in a clean and sanitary condition. All dog kennels or runs or other enclosed shelters described above shall be made of wood or brick and shall not exceed three hundred (300) square feet in area or four (4) feet in height and shall not project past the side walls of any dwelling so as to extend into either side yard.

10. No fence, deck, wall or hedge of any kind shall be erected or maintained on any lot without the prior written approval of Declarant. No fence, deck, wall or hedge shall be located nearer to any front lot line than is permitted for dwellings under Paragraph 6 above. No fence, deck, wall or hedge shall be maintained or erected which blocks or hinders vision at street intersections. No chain link fences shall be permitted. All pool fences shall not exceed the minimum standards as established by the Charter Township of Plymouth.

11. No mobile home, trailer, house or camping trailer, tent, shack, tool storage shed, barn, tree house or other similar outbuilding or structure shall be placed on any lot at any time, either temporary or permanently. Plans for swimming or bath houses must be specifically approved by Declarant and the Charter Township of Plymouth.

12. Trailers, trucks, boats, aircraft, commercial vehicles, campers or other recreational vehicles or other vehicles except passenger cars and passenger vans, shall not be parked or maintained on any lot unless in a suitable private garage which is built in accordance with the restrictions set forth herein. Notwithstanding anything to the contrary contained herein, the provisions of this paragraph shall not apply to the Declarant or to any other builder which Declarant may designate during the construction period or during such periods as any dwelling may be used for model or display purposes.

13. It shall be the sole responsibility of each lot owner to take all steps necessary to prevent his/her lot and any dwelling, improvements and/or structures located thereon from

becoming unsightly or unkept or from falling into a state of disrepair so as to decrease the beauty of the Subdivision. No lawn ornaments, sculptures or statues shall be placed or permitted to remain on any lot without the prior written permission of Declarant.

14. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any animals or device or thing of any sort whose normal activities or existence is in any way noxious, noisy, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the reasonable enjoyment of other property in the neighborhood.

15. No above ground swimming pools shall be erected or maintained on any lot.

16. All driveways and approaches shall be paved with concrete and shall be completed prior to occupancy, except to the extent prohibited by strikes or weather conditions, in which case the paving shall be completed within thirty (30) days of the termination of the strike or adverse weather.

17. No large trees measuring six (6) inches or more in diameter at ground level may be removed without the written approval of Declarant and compliance with all applicable municipal ordinances of the Charter Township of Plymouth. Prior to commencement of construction, each lot owner shall submit to Declarant for written approval a plan for the preservation of trees in connection with the construction process. It shall be the responsibility of each lot owner to maintain and preserve all large trees on its lot, which responsibility includes welling and/or retaining walls around trees, if necessary.

18. Declarant, after reasonable written notice to lot owner(s), reserve for themselves and their agents the right to enter upon any residential lot for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth which in the opinion of Declarant 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 their 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 to mow, clear, cut or prune any lot nor to provide garbage or trash removal services. In the event Declarant deem it necessary to take the actions necessary as provided for herein, any costs and expenses incurred may be assessed by Declarant against the lot(s).

19. All charges against any lot or lots in the Subdivision in connection with the provisions of Paragraph 18 herein shall be the personal liability of the owner(s) of the lot(s) and the Declarant or its successors or assigns, including the Association, as hereinafter defined, shall have the right to enforce collection for any and all expenses and costs incurred in connection with exercising the rights provided in Paragraph 18 hereof by a suit at law for a money judgment or by foreclosure of a lien that secures payment of the assessment which Declarant may record against the subject lot or lots. Each owner of a lot or lots in the Subdivision shall be deemed to have granted to the Declarant or its successors and assigns the unqualified right to assess and lien the subject lot for costs incurred in connection with Paragraph 18 hereof and further to permit Declarant or its successors and assigns the right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action or by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purpose of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each lot owner and every other person who from time to time has an interest in any of the lots in the Subdivision, shall be deemed to have authorized and empowered the Declarant, or its successors and assigns, including the Association, to sell or cause to be sold the lot with respect to which the outstanding obligation is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each owner of a lot in the Subdivision acknowledges that at the time of acquiring title to such lot, he or she was notified of the provisions of this section and that he or she voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Declarant, its successors and assigns, including the Association, to foreclose by advertisement the lien for non-payment of any assessments and the waiver of a hearing on the same prior to the sale of the subject lot. Notwithstanding the foregoing, neither judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent owner(s) of the subject lot(s) at his, her or their last known address of a written notice that expenses have been incurred by Declarant or its successors and assigns, including the Association, and are delinquent and that Declarant, its successors and assigns, including the Association, may invoke any of their remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Declarant, its successors and assigns, including the Association, that sets forth (i) the affiant's capacity to make the affidavit, (ii) the authority for the lien, (iii) the amount outstanding

(exclusive of interest costs, attorney fees), (v) the legal description of the lot(s), and (v) the name(s) of the owner of record. Such affidavit shall be recorded in the office of the Register of Deeds in the County in which the Subdivision is located prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Declarant, its successors and assigns, including the Association, may take such remedial action as may be available to it hereunder under Michigan law.

20. No laundry shall be hung for drying in such a way as to be visible from any street in the Subdivision.

21. The grade of any lot or lots in the Subdivision may not be changed without the written consent of Declarant. This restriction is intended to prevent interference with the master drainage plans for the Subdivision. Furthermore, Declarant shall have the exclusive right to enter upon any lot in the Subdivision after occupancy of a dwelling has been delivered to an owner for the sole purpose of modifying grades due to construction on immediately abutting lots in order to preserve the master drainage plans of the Subdivision. Declarant shall restore lot owner's property to its original or similar condition which existed prior to any work which Declarant may be required to do in order to preserve the integrity of the drainage system of the Subdivision.

22. No "through the wall" air-conditioners may be installed in any dwelling or structure in the Subdivision.

23. No outside compressors for central air-conditioning units or other similar machinery may be located other than in the rear yard and within five (5) feet of a rear wall of the dwelling located thereon and shall not project past the sidewalls of the dwelling so as to extend into a side yard.

24. No basketball backboards or hoops may be installed or placed on any lot in such a manner as to be visible from the street on which the dwelling fronts, and in the case of corner lots, such basketball backboards or hoops shall not be installed or placed so that they will be visible from the streets on which the dwelling fronts and sides. However, one basketball backboard per lot, together with a connected hoop and/or structural pole may be installed on any lot if such backboard is predominately clear and transparent, and in such event the restrictions otherwise imposed by this Section 24 shall not apply to such lots.

25. All dwellings must be connected to the municipal water system.

26. The use of any B-B guns, firearms, air rifles, pellet guns, bow and arrow, sling-shot or any other weapon of any kind, is

prohibited in the Subdivision.

27. Subject to all applicable municipal ordinances of the Charter Township of Plymouth, Declarant reserves perpetual, alienable and releasable easements, and the right to go on, over and under the lots in the Subdivision, as shown on the final plat, for purposes of installing and maintaining all public utilities and conveniences, including, but not limited to: sanitary sewers, storm sewers, water and drainage lines, electricity and telephone wires, cables and conduits, water mains, gas lines and cable television or communication lines. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, grade the soil or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee of Declarant, but this reservation shall not be considered an obligation of Declarant to provide or maintain any such utility or service.

28. Subject to all applicable municipal ordinances of the Charter Township of Plymouth, each lot owner in the Subdivision shall install, own, maintain, repair and replace, at his sole expense, electrical service conductors and telephone facilities from the public easements to the dwelling located on the lot. Each lot owner shall be solely responsible for the injury to persons or property occurring during the installation or maintenance of said services.

29. No shrubs or foliage shall be permitted on any lot within two and one-half (2½) feet of any transformer enclosures or secondary connection pedestals.

30. Declarant has designated or may designate certain lands in the Subdivision to be used for surface water accumulation in connection with the proposed drainage easements (as shown on the plat), and Declarant hereby covenants for itself and its successors and assigns that such lands shall continue to be used in such a manner so as to facilitate the proper drainage of the Subdivision. In the event that the Charter Township of Plymouth or the Wayne County Road or Drain Commission finds it necessary, in their discretion, to go upon such lands in order to maintain the proper drainage of the Subdivision, the Charter Township of Plymouth or The Wayne County Road or Drain Commission or their respective successors or assigns shall have the right to go upon such lands.

31. No dwellings, improvements or structures may be constructed or maintained over or on any easements; provided, however, that after the aforementioned utilities have been installed, such areas may be sodded. All other planting or lot-line improvements of any type over or on said easements shall be allowed only upon prior written approval of Declarant and only so long as they do not interfere with, obstruct, hinder or impair the drainage



Plan of the Subdivision, so long as access is granted, without charge or liability for damages, for the maintenance of the utilities and underground drainage lines so installed, surface drainage and/or for the installation of additional facilities.

32. Easements shall be and are hereby reserved to Declarant for the erection, maintenance, repair, alteration, improvement and replacement of Subdivision entrances, walls, gates, signs, ornamental lights, sprinkling systems and other items which benefit the Subdivision as a whole, on, over and through such lands in the Subdivision as shall be subsequently designated by Declarant.

33. Notwithstanding anything to the contrary contained herein, Declarant and/or any builder or builders which Declarant may designate, may construct and maintain one or more model homes on any lot or lots in the Subdivision and may use such model home(s) for the purpose of promoting the sale of homes and lots in the Subdivision.

34. No commercial signs, except "for sale" signs of a normal and usual size, shape and material, shall be erected or maintained on any lot except with the written permission of Declarant or except as may be required by legal proceedings. If such permission is granted, Declarant reserves the right to restrict size, color and content of such signs. All property identification signs, mailboxes, delivery receptacles, yard lights and the like shall be of a standard color, size and style determined by Declarant and shall be erected only in areas designated by Declarant.

35. Notwithstanding anything to the contrary contained herein, Declarant and such other builders as may be approved by Declarant, in conjunction with one another may construct and maintain a sales office, together with a sign or signs on lot(s) of their choosing until such time as all of the lots in the Subdivision have been sold by them.

36. No outside television antenna or other antenna, aerial, saucer or similar device shall be placed, constructed, altered or maintained on any lot unless Declarant determines, in their sole discretion, that the absence of an outside antenna creates substantial hardship with respect to a particular lot.

37. The stockpiling and storage of building and landscaping materials and/or equipment shall not be permitted on any lot except if such materials and/or equipment may be used within a reasonable length of time, but in no event shall the storage of landscape material extend for a period of more than thirty (30) days. This paragraph shall not apply to Declarant and/or to any builder which Declarant may designate during the construction period of new dwellings in the Subdivision.

38. Any debris resulting from the destruction in whole or in part of any dwelling, improvement or structure on any lot in the Subdivision shall be removed with all reasonable dispatch from such lot in order to preserve the sightly condition of the Subdivision.

39. No substantially similar front elevation in style and color of any dwelling shall be duplicated on any lot less than three hundred (300) feet away along the front lot lines unless approved by Declarant or the Architectural Control Committee as provided in Article III, Paragraph 2.

40. The design, construction, type of material and color used for Subdivision entranceways, gates, walls, fences and any other ornamental structures which Declarant may install or erect in the Subdivision, and the design and materials used in any landscaping installed in, on or around any of the aforementioned structures and improvements or elsewhere in the Subdivision (including parks, park circles, or outlets, if any,) (collectively referred to as "Subdivision Improvements") shall not be altered without the prior written consent of Declarant, nor shall any additions be made thereto without Declarant's prior written consent. No assignment or transfer of Declarant's rights or powers pursuant to Article III or IV hereof shall give any other entity the right to approve any additions or alterations to the above-mentioned Subdivision Improvements unless expressly provided for in writing by Declarant. All costs incurred in connection with the maintenance, repair and replacement of the above-mentioned Subdivision Improvements, including any public sprinkling systems installed thereon (if any), shall be the sole responsibility of all lot owners in the Subdivision, and said Subdivision improvements shall be maintained in such a manner as to assure and promote the attractiveness and pleasurable enjoyment of the Subdivision. Such costs shall be assessed and collected according to the provisions of Article IV hereinafter set forth.

41. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or specific area. No lawn ornaments, sculptures or statues shall be placed or permitted to remain on any lot without the prior written permission of Declarant.

### ARTICLE III

#### ARCHITECTURAL CONTROL COMMITTEE

1. At such time as all of the lots in the Subdivision are sold by Declarant and dwellings are erected thereon, or at such earlier time as Declarant may, in its sole discretion, elect, Declarant may assign, transfer and delegate to an Architectural

Control Committee all of its rights to approve or refuse to approve plans, specifications, drawings, elevations or other matters with respect to the construction or location of any dwelling, fence, wall, hedge or other structure on any lot in the Subdivision. Thereafter, the Architectural Control Committee shall exercise all of the authority and discretion granted to Declarant in Article II above relative to approving or disapproving such matters, and Declarant shall have no further responsibilities with respect to such matters. The Architectural Control Committee shall be comprised of up to five (5) members to be appointed by Declarant. Declarant may also transfer their right to delegate members of the Architectural Control Committee to the homeowner's association for the Subdivision. Until such event, Declarant reserves the right to appoint and remove members of the Architectural Control Committee, in its sole discretion.

2. Any submission to Declarant or the Architectural Control Committee for any approval provided for under this Declaration shall be in writing and shall conform to Paragraph 1 of Article II above. The parties acknowledge that the primary purpose for providing for architectural control is to ensure the proper and harmonious development of the Subdivision in order to maximize the aesthetic beauty of the Subdivision and its blending with the surrounding area. To this end, Declarant or the Architectural Control Committee, as the case may be, shall be deemed to have broad discretion in terms of determining what dwellings, fences, decks, walls, hedges or other structures will enhance the aesthetic beauty and desirability of the Subdivision or otherwise further or be consistent with the purpose of any restrictions. In no event shall either Declarant or the Architectural Control Committee have any liability whatsoever to anyone for their approval or disapproval of plans, drawings, specifications, elevations or the dwellings, fences, decks, walls, hedges or other structures subject thereto, whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty or otherwise. By way of example, neither Declarant nor the Architectural Control Committee shall have liability to anyone for approval of plans, specifications, structures or the like which are not in conformity with the provisions of this Declaration or for disapproving plans, specifications, structures or the like which arguably are in conformity with the provisions hereof.

#### ARTICLE IV

#### HOMEOWNER'S ASSOCIATION RIGHTS AND RESPONSIBILITIES

1. There shall be a homeowner's association for the Subdivision known as PORTSMOUTH CROSSING SUBDIVISION HOMEOWNERS ASSOCIATION ("Association") which shall be comprised of property owners (including land contract purchasers) of one or more lots in the Subdivision. The Association shall be organized as a non-profit

corporation for a perpetual term under the laws of the State of Michigan. The homeowners association shall be established when all of the lots in the Subdivision have occupied dwellings on them or at such other time as Declarant may elect. All voting in Association affairs shall be on a one vote per lot basis. In order to pay the cost of carrying out its responsibilities hereunder, the Association may levy fees, dues or assessments on each lot in the Subdivision, whether or not the lot owner is an active member of the Association, except lots owned by Declarant or by a builder prior to occupancy. In no event shall Declarant or such a builder be obligated to pay fees, dues or assessments to the Association. All such fees, dues or assessments shall be charged equally to each lot, and may be enforced through the lien provided for in Paragraph 2 of this Article and Article II, Paragraph 19 or by any other lawful means of collecting debts.

2. Any fees, dues or assessments established by the Association, and any amounts or expenses incurred in enforcing these restrictions which are reimbursable under Article V below, shall constitute a lien on the lot of each lot owner responsible for such fees or expenses. Declarant or the Association, as the case maybe, may enforce the lien by recording appropriate instruments confirming the existence of the lien and foreclosing the lien by appropriate legal action including foreclosure by judicial action or foreclosure by advertisement. In such legal action, a court of competent jurisdiction may be empowered to order a sale of the lot subject to the lien in order to satisfy the lien. The lien shall be subordinate and junior to the lien of any first mortgage securing a loan for the acquisition or improvement of any lot in the Subdivision. Notwithstanding anything to the contrary contained herein, the sale or transfer of any Subdivision lot shall not affect the lien arising out of the failure to pay any fees, dues or assessments when due. All fees, dues or assessments which shall remain due and unpaid shall thereafter be subject to interest at the highest legal rate allowable.

3. Any sale or purchase of a lot in the Subdivision shall be subject to such bylaws for the Association as Declarant may hereafter establish, and each lot owner agrees to abide by and observe such bylaws. Until the Association is created, Declarant shall have the right to modify, amend or supplement the bylaws, and so long as they are reasonable, any such modifications, amendments or supplements shall have retroactive effect to the date on which this Declaration is recorded. When the Association is created, it may amend or modify the bylaws upon the affirmative vote of two-thirds of the lot owners, but such amendment or modification shall not have retroactive effect.

4. The Association shall use the fees, dues or assessments collected for such purposes as the Association shall determine as necessary and advisable, including, but not limited to: Improving and maintaining the property of the Association,

including the common areas designated on the plat; maintaining and improving entryways and cul-de-sacs of the Subdivision; the rights of way along Burning Tree Lane; planting and maintaining trees and shrubbery; collecting and disposing of garbage, ashes and rubbish; employing night watchmen; caring for vacant property; removing grass or weeds; for purchase of insurance; establishing and operating any community programs and facilities which in the opinion of the Association benefit the general welfare of the members; expenses incident to the examination of building plans and specifications and the enforcement of these restrictions or any other building restrictions applicable to the Subdivision or for any other purposes for which the Association is incorporated.

5. The Association may also collect assessments attributable to lots under the Residential Unit Development Agreement and remit such assessments to PORTSMOUTH CROSSING SUBDIVISION HOMEOWNERS ASSOCIATION.

If the Association collects assessments under the Residential Unit Development Agreement, all of the lien and enforcement rights of the Association under this Declaration shall likewise be available to the Association to assure collection of such assessments.

#### ARTICLE V ENFORCEMENT

1. The provisions hereof shall run with and bind the land within the Subdivision and the land described in Exhibit "A" attached hereto and made a part hereof for a period of twenty (20) years from the date hereof, after which time they shall be extended automatically for successive periods of ten (10) years unless seventy-five (75%) percent of the lot owners in the Subdivision vote to limit or remove the restrictions set forth herein. Provided, however, that Article IV shall not be amended without the written approval of the Township of Plymouth, and further provided that any amendment or modification of the Declaration shall not modify or restrict the rights of the Township of Plymouth under the Residential Unit Development Agreement between the Township and Declarant. Notwithstanding anything herein to the contrary, the provisions of Paragraphs 26 and 29 of Article II above shall run with and bind the land within the Subdivision in perpetuity and may not be modified, amended or removed. Declarant and the Association shall have the right at any time or times during said periods to proceed at law or in equity against any person violating or attempting to violate any provision contained herein, to prevent or abate such violations, to compel compliance with the terms hereof, to enter upon any land within the Subdivision and correct any condition in and remove any building, structure or improvement

erected, installed or maintained in violation of the terms hereof at the lot owner's expense, and to recover damages or other dues for any violation. Any such entry shall not constitute a trespass. Declarant may recover against a lot owner violating the provisions of this Declaration all reasonable costs incurred by him in enforcing such provisions in any of the foregoing ways, including the cost of removing offending structures and actual attorneys fees and other litigation costs.

2. Failure to enforce any provision contained herein in any particular instance shall not be deemed a waiver of the right to do so as to any continuing, subsequent or other violation.

#### ARTICLE VI

##### AMENDMENT

Declarant reserves the right by written instrument, signed, acknowledged and recorded with the Wayne County Register of Deeds, to modify, amend, restate, waive or repeal any or all of the provisions herein contained with respect to all or any particular lot within the Subdivision. Any such modification, amendment, restatement, waiver or repeal may be retroactive to the date of recording of this Declaration. Declarant may also subject to this Declaration any contiguous land within a one half mile radius of the land described in Exhibit A which Declarant now owns or which Declarant may subsequently acquire any time within ten (10) years after the date on which this Declaration is recorded. No amendment affecting the rights of Plymouth Township may be adopted without Township approval.

#### ARTICLE VII

##### SEVERABILITY

The voiding or invalidation of any one or more of the covenants, conditions or restrictions contained herein, by judgment or court order, shall in no way affect any of the remaining provisions, and all of said restrictions shall remain totally and severally enforceable. All construction shall be in accordance with the ordinances of the Township of Plymouth and these Covenants,

Conditions and Restrictions, and wherever a conflict shall exist, the more restrictive of the two shall apply.

IN WITNESS WHEREOF, Declarant has duly executed this Declaration of Covenants, Conditions and Restrictions on the date first above set forth.

IN THE PRESENCE OF:

Declarant

Louise A. Arzoojan  
Louise A. Arzoojan

James S. Bonadeo  
BY: JAMES S. BONADEO, TRUSTEE OF THE  
JAMES S. BONADEO, L.L.C., A MICHIGAN  
LIMITED LIABILITY COMPANY  
ITS: MEMBER

Eric Colthart  
Eric Colthart

STATE OF MICHIGAN)  
COUNTY WAYNE

On this 22 day of Sept, 2000, before me, a Notary Public in and for said County, personally appeared BY: JAMES S. BONADEO, TRUSTEE OF THE JAMES S. BONADEO, L.L.C., A MICHIGAN LIMITED LIABILITY COMPANY, ITS MEMBER, to me personally known, executed the foregoing instrument as his free act and deed.

Eric Colthart

Wayne County, MI  
My commission expires: 7/02/02

Ronald E. Witthoff  
Ronald E. Witthoff  
Township Attorney

When Recorded, Return to:  
Marilyn Massengill  
Township Clerk  
42350 Ann Arbor Road  
Plymouth, MI 48170

EXHIBIT A

PART OF THE SOUTH ½ OF SECTION 21 AND PART OF THE NORTHEAST 1/4 OF SECTION 28, TOWN 1 SOUTH, RANGE 8 EAST, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN

DESCRIBED AS BEGINNING AT THE SOUTH 1/4 CORNER OF SECTION 21, ALSO BEING THE NORTH 1/4 CORNER OF SECTION 28, TOWN 1 SOUTH, RANGE 8 EAST, AND PROCEEDING THENCE ALONG THE SOUTH LINE OF SECTION 21, ALSO BEING THE NORTH LINE OF SECTION 28, SOUTH 85° 46' 45" WEST, 1507.37'; THENCE ALONG THE BOUNDARY LINE OF MARION HILLS SUBDIVISION, AS RECORDED IN LIBER 88 OF PLATS ON PAGE 79, NORTH 04° 13' 15" WEST, 171.95'; THENCE CONTINUING ALONG SAID SUBDIVISION LINE NORTH 85° 46' 45" EAST, 21.64'; THENCE CONTINUING ALONG SAID SUBDIVISION LINE NORTH 04° 13' 15" WEST, 60.00'; THENCE CONTINUING ALONG SAID SUBDIVISION LINE ON A CURVE CONCAVE TO THE NORTHEAST RADIUS 25.00', CENTRAL ANGLE 81° 44' 54" CHORD BEARS NORTH 53° 20' 45" WEST, 32.72', AN ARC DISTANCE OF 35.67'; THENCE CONTINUING ALONG SAID SUBDIVISION LINE, NORTH 12° 28' 15" WEST, 28.36'; THENCE CONTINUING ALONG SAID SUBDIVISION LINE SOUTH 77° 31' 45" WEST, 60.00'; THENCE CONTINUING ALONG SAID SUBDIVISION LINE AND ITS NORTHERLY EXTENSION NORTH 12° 28' 15" WEST, 235.15' TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF M-14 EXPRESSWAY; THENCE ALONG THE SAID SOUTH RIGHT OF WAY LINE OF M-14 EXPRESSWAY, NORTH 85° 20' 03" EAST, 2347.17'; THENCE ALONG THE WEST LINE OF BEACON MEADOWS SUB. NO. 2 (RECORDED IN LIBER 102, PLATS, PAGES 35 THROUGH 40, WAYNE COUNTY RECORDS) NOW BEING EATON ESTATES CONDOMINIUMS, WAYNE COUNTY CONDOMINIUM PLAN NO. 237, SOUTH 04° 21' 21" EAST, 525.47' (RECORDED AS SOUTH 02° 10' 00" EAST, 529.30') TO A POINT ON THE SOUTH LINE OF SAID SECTION 21; THENCE ALONG THE SOUTH LINE OF SECTION 21, ALSO BEING THE NORTH LINE OF SECTION 28 SOUTH 85° 54' 40" WEST, 241.58'; THENCE SOUTH 05° 15' 20" EAST, 1079.05' TO A POINT ON THE CENTERLINE OF NORTH TERRITORIAL ROAD; THENCE ALONG THE CENTERLINE OF NORTH TERRITORIAL ROAD, SOUTH 89° 32' 17" WEST, 503.80'; THENCE ALONG THE NORTH AND SOUTH 1/4 LINE OF SECTION 28, NORTH 05° 05' 20" WEST, 1047.11' TO THE POINT OF BEGINNING. CONTAINING 39.2146 ACRES. SUBJECT TO THE RIGHTS OF THE PUBLIC IN THE SOUTHERLY 33.00' (NORTH TERRITORIAL ROAD) AND EASEMENTS, RESTRICTIONS OF RECORD, AND ALL GOVERNMENTAL LIMITATIONS.