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MILLSTREAM ESTATES
AS RECORDED IN LIBER 225 PAGES 10,11,12,13 & 14 OAKLAND COUNTY RECORDS
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

DEED 135145320

TABLE OF CONTENTS

	<u>PAGE</u>
EXHIBIT LIST	2
RECTALS	2
ARTICLE I - DEFINITIONS	3
1. Association	3
2. Common Areas	3
3. Developer	3
4. Lot	3
5. Member	3
6. Owner	3
7. Property	3
8. Wetlands	3
9. Woodlands	3
10. Outlot	3
ARTICLE II - PROPERTY SUBJECT TO THIS DECLARATION	3
ARTICLE III - MILLSTREAM ESTATES HOMEOWNERS ASSOCIATION	3
3.01 Creation and Purposes	3
3.02 Membership	3
3.03 Voting Rights	3
3.04 Articles and By-Laws	4
3.05 Directors	4
ARTICLE IV - RIGHTS IN COMMON AREAS	4
4.01 Right of Members to Use Common Areas	4
4.02 Title to Common Areas	4
4.03 Common Area Easements	5
ARTICLE V - COVENANTS FOR MAINTENANCE AND CAPITAL CHARGES	5
5.01 Creation of the Lien and Personal Obligation for Assessments	5
5.02 Purpose of Annual Assessments	5
5.03 Annual Assessments	5
5.04 Special Assessments for Capital Improvements	6
5.05 Uniform Assessment Rate; Assessments Against Specific Properties	6
5.06 Certificate With Respect to Assessments	6
5.07 Exemptions from Assessments	7
5.08 Subordination of Liens to Mortgages	7
5.09 Collection of Assessment and Creation of Lien	7
5.10 Action by the City of Wixom	7
ARTICLE VI - GENERAL RESTRICTIONS	7
6.01 Land and Building Use Restrictions	7
6.02 Dwelling Quality and Size	7
6.03 Building Location	7
6.04 Lot Size	8
6.05 Driveways	8
6.06 Natural Drainage Ways	8
6.07 Building Materials	8
6.08 Home Occupations, Nuisances and Livestock	8
6.09 Plant Diseases or Noxious Insects	8
6.10 Temporary Buildings, Damaged Dwellings and Reconstruction	8
6.11 Soil Removal	8
6.12 Underground Wiring	8
6.13 Maintenance of Side Strips	8
6.14 Tree Removal	8
6.15 Performance of Construction	9
6.16 Vehicular Parking and Storage	9
6.17 Garbage and Refuse	9
6.18 Fences and Obstructions	9
6.19 Landscaping and Grass Cutting	9
6.20 Motorized Vehicles	9
6.21 Swimming Pools, Tennis Courts and Other Structures	9
6.22 Lawn Fertilization	9
6.23 Signs; Illumination	9
6.24 Objectionable Sights	10
6.25 Maintenance	10

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13514 Pg 321

6.26 Real Estate Sales Office	10
6.27 Wetlands	10
6.28 Flood Plains	10
6.29 Building within areas affected by Flood Plains.....	10
6.30 Reservation of Easements	10
6.31 Preservation Easements and Restrictions	11
6.32 Preservation Easement Exceptions	11
6.33 Michigan Native Plant Species	11
6.34 Drainage Easement for Subdivision	12
6.35 All Subdivision Easements	13
6.36 Reciprocal Negative Easements	13
ARTICLE VII - ARCHITECTURAL CONTROLS	13
7.01 Architectural Controls	13
7.02 Submission of Plans and Plan Approval	13
7.03 Architectural Control Committee	14
ARTICLE VIII - GENERAL PROVISIONS	14
8.01 Amendment	14
8.02 Term	14
8.03 Enforcement	14
8.04 Insurance Proceeds	14
8.05 Severability	14
8.06 Notices.....	14
8.07 Number and Gender	15
8.08 Execution of Additional Documents ..	15

EXHIBIT LIST

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A. Legal Description of Property.

MILLSTREAM ESTATES
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

EXHIBIT A

PROPERTY DESCRIPTION:

Situated in the City of Wixom, Oakland County, Michigan, described as:

A parcel of land located in the NW 1/4 section 31, T.2N., R.8E., City of Wixom, Commerce Township, Oakland County, Michigan, being more particularly described as: Commencing at the North 1/4 post of said section 31, T.2N., R.8E. Thence proceeding along the north and south 1/4 line. South 00 degrees 03 minutes 33 seconds West, 1033.37 feet to the point of beginning of the parcel herein described; thence South 86 degrees 34 minutes 44 seconds West, 1009.98 feet; thence South 00 degrees 03 minutes 33 seconds West, 1050.00 feet; thence South 50 degrees 16 minutes 48 seconds East, 645.00 feet to the centerline of Maple Road, as recorded in liber 36 of Deeds, page 408, Oakland County Records; thence along the centerline of said Maple Road, (66 feet wide); thence North 89 degrees 58 minutes 48 seconds East, 27.58 feet; thence North 00 degrees 03 minutes 33 seconds East, 233.00 feet; thence North 89 degrees 58 minutes 48 seconds East, 27.58 feet; thence South 00 degrees 03 minutes 33 seconds West, 233.00 feet; thence North 89 degrees 58 minutes 48 seconds East, 36.00 feet to a point on the North and South 1/4 line of said Section 31, said point being distant North 00 degrees 03 minutes 33 seconds East 33.01 feet from the center 1/4 post; thence continuing along said North and South 1/4 line, North 00 degrees 03 minutes 33 seconds East, 1522.27 feet to the point of beginning of the parcel herein described.

17-31-126-003

B. Millstream Estates Declaration of Covenants, Conditions, and Restrictions.

COMM

This Declaration of Covenants, Conditions and Restrictions is made this 23rd day of December, 1992, by Sierra Development, Inc., a Michigan Corporation whose address is 185 Huntley, Walled Lake, Michigan 48390 (hereinafter referred to as "Developer")

RECITALS

A. Developer is the owner of certain real property, known as Millstream Estates, located in the City of Wixom, County of Oakland, State of Michigan, which is described on Exhibit A attached hereto and made a part hereof.

B. Developer desires to develop said property and as such shall be described in the plat of subdivision recorded by Developer, being the overall proposed development known as Millstream Estates.

C. Developer desires to: promote the proper use and appropriate development and improvement of the above-referenced property known as Millstream Estates; protect the owners of the property therein 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 locations thereof to secure and maintain proper setbacks from the streets and adequate free spaces between structures; promote high standards of maintenance and operation of community facilities, open areas and services for the benefit and convenience of all owners of the property and all residents; and in general provide for a residential 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, restrictions, reservation and grants which are hereafter recorded with respect to said property, all of which conditions, covenants, restrictions, reservations and grants are for the benefit of and shall run with and bind the property and all parties having any right, title or interest in the property or any part thereof, or improvements thereon, as well as their heirs, successors and assigns.

13514-323

ARTICLE I
DEFINITIONS

1. "Association" shall mean Millstream Estates Homeowners Association, a Michigan non-profit corporation to be formed by Developer for the purposes described herein, and its successors and assigns.
2. "Common Areas" 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 common areas on the recorded plat.
3. "Developer" shall mean Sierra Development, Inc., a Michigan Corporation, its successors and assigns.
4. "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.
5. "Member" shall mean a member of the Millstream Estates Homeowners Association.
6. "Owner" shall mean the holder of the record fee simple title to, and/or the land contract purchaser of, a Lot, whether one or more persons or entities. The term "Owner" shall not include any mortgage or any other person or entity having an interest in a Lot merely security for the performance of an obligation, unless and until such mortgage or such Lot by foreclosure or other proceeding or conveyance thereof in lieu of foreclosures. 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 one owner.
7. "Property" shall mean that certain real property described on Exhibit A attached hereto which Property includes overall proposed development known as Millstream Estates.
8. "Wetlands" shall mean those portions of the Property which are designated as wetlands on plans prepared by Powell & Associates, Inc., #91-432 dated 7/8/91 and approved by the City of Wixom Planning Commission on 10/7/91 and/or which are designated as such by any other governmental unit or agency having jurisdiction over the Property.
9. "Woodlands" shall mean those portions of the property subject to woodlands protection under the ordinances of the City of Wixom.
10. "Outlot" shall mean a lot that is located within the legal description of the overall Millstream Estates Development, but at the current time does not meet the requirements of the City of Wixom Zoning Ordinance.
 - "Outlot A" is for sanitary sewer and public utilities and shall never be deemed a buildable lot.
 - "Outlot B" is for future development. This lot will remain vacant until such time as additional property is acquired that makes it buildable per the requirements of the City of Wixom Zoning Ordinance and the requirements of the Subdivision Control Act being Act 288 of 1967 as amended.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

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

ARTICLE III
MILLSTREAM ESTATES 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 Millstream Estates Homeowners Association or such other name as may be designated by developer. The Association and its Members shall have those rights and obligations which are set forth in the Declaration and in the Articles of Incorporation and By-Laws of the Association.

The purposes of the Association shall be to maintain all Common 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 the desired character of Millstream Estates.

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 of 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:

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(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 in more than one person to entity, all such persons or entities shall be Members and jointly shall be entitled to only one vote per Lot. Where a Lot has been sold pursuant to a land contract, the purchaser under said land contract shall be entitled to the vote for said Lot. Such multiple Owners (including co-purchasers under a land contract) may exercise said one vote per Lot as they may mutually agree, and such co-owners or co-purchasers shall notice 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 records 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 bind 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 Common Areas the class B Member shall be entitled to three (3) votes for each Lot owned as shown on the Tentative Preliminary Plan approved by the City Council on November 26, 1991. 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 times as fifty (50%) percent of the Lots have been sold and conveyed by Developer, or until such earlier time as Developer may elect, in its discretion. Thereafter, the Board of Directors shall consist of five (5) 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 COMMON AREAS

Sections 4.01 Right of Members to Use Common Areas. Each Member of the Association shall have the right and non-exclusive easement to use the Common Areas for the purposes provided herein. Such right and easement shall be appurtenant to, and shall pass with title to, every Lot and unplatted portion of the Property.

The Common Areas shall be retained as open park and recreation areas to be used solely for sports, recreation, social, civic and cultural activities, and no dwellings shall be erected thereon, except those structures constructed by developer as part of the overall development of the common areas. In addition, the Common Areas shall be used subject to the following provisions:

(a) There shall be no activity within any Wetlands or Woodlands except such as is permitted by applicable statutes, ordinances, rules and regulations of those governmental units having jurisdiction.

(b) The Common Areas shall be used and maintained in accordance with the provisions of all maintenance and/or easement agreements which are now or hereafter entered into by and between Developer and/or the Associations and the City of Wixom with respect to the Property or any portion thereof, and any amendments to such agreements.

(c) The Association shall have the right to established rules and regulations as the Boards of Directors may deem necessary or desirable for the safe, orderly and convenience operation and use of the Common 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 Common 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, if not in conflict with city ordinances.

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

(f) The Association shall have the right to establish such rules and regulations, not in conflict with city ordinances, as the Board of Directors may deem necessary or desirable for the preservation of any Wetlands and Woodlands located on any portion of the Property.

Section 4.02 Title to Common Areas. At such time as the Association has been formed and organized the Developer may in its discretion, convey title to the Common Areas to the Association. In any event, Developer shall convey all of the Common Areas to the Association at or before such times 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 Common areas shall be subject to any easements reserved, dedicated or granted by Developer (in accordance with Sections 4.03 and 6.30 below) and the terms and provisions of any Open Space maintenance agreements or other Common Area maintenance and/or easement agreements entered into with the City of Wixom prior to the date of conveyance.

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Section 4.03 Common Area. Developer, the Association and the City of Wixom, their agents and representatives, shall have perpetual access to the Open Spaces and other Common Areas at all reasonable times for purposes of maintenance, repair, operation and improvement thereof.

ARTICLE V
COVENANTS FOR MAINTENANCE AND CAPITAL CHARGES

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

- (a) annual assessments to meet regular Association expenses, which shall include such assessments required to maintain any easement referenced in Sections 4.03 or 6.30 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 Common Areas.

The foregoing assessments, together with such interest thereon and costs of collection thereof (including court costs and reasonable attorney's 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 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 Common 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 Common 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, expenses and obligations of the Association for the ensuing fiscal year, which assessment shall be a specified amount per Lot.

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(b) For the first year in which the Association is formed, the annual assessment shall be the amount of \$35.00 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) 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.

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

(c) 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.

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 Common Areas, including any fixtures, equipment and other personal property relating thereto, provided, however, that no such special assessment shall be levied unless first approved by sixty (60%) percent of the total combined Class A and Class B votes, cast in person or by proxy at a meeting of the 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, which notice shall set forth the purpose of the meeting.

Any such special assessments shall be due and payable according to the terms and conditions and in the manner specified in the resolution of the Association. Any special assessment not paid when due shall be deemed delinquent and interest shall accrue on such delinquent assessment at the 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 of considering the special assessment, another meeting may be called for said purpose, with notice thereof to be given as provided for in this Section 5.04 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 this Article V, the Association may levy a special assessment against one or more specific Lots, for the purpose of maintain 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 that 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 hereinafter. Such determination shall be made by a vote of the Members in 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) day period or, if having commenced such work, it is not completed within a reasonable time after commencement, the Association shall have the right to enter upon the Owner's property, complete the required work and assess the cost against such Lot; provided, however, such cost shall not exceed the reasonable cost for performing such work.

(v) Any assessment levied under this Section 5.05(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 on said Property as security for the repayment of a loan.

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Section 5.07 Exemptions from Assessments.

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

(b) Builders, developers and real estate companies who own or hold any Lot(s) for resale to customers in the ordinary course of business shall not be liable for the payment of any regular, special or deficit assessments imposed by the terms of this Article V.

Section 5.08 Subordination of Liens to Mortgages. The lien for assessments provided for in 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 other similar institution existing of record at the time the lien for assessments shall be imposed. Sale or transfer of a Lot, or any portion thereof, shall not affect the assessment lien. However, the sale or transfer of any Lot in connection with a mortgage foreclosure proceeding, or any proceeding in lieu thereof, shall extinguish the lien of the assessments, interest and charges, which because due prior to such sale or transfer, but in no such event shall the prior Owner of said Lot be relieved of any liability for such obligations and debts. No sale or transfer pursuant to any foreclosure proceeding, or any proceeding in lieu thereof, shall relieve any Lot from any assessments thereafter levied or from the lien accruing from such assessments, and no subsequent sale or transfer shall release such Lot from liability for any assessment, interest or charges which thereafter become due or from any lien therefor.

Section 5.09 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 costs and reasonable attorneys' fees as would be taxable in the foreclosure of a mortgage.

Section 5.10 Action by the City of Wixom. In the event the Association fails at any time to maintain the Common Areas in reasonable order and condition, the City of Wixom may serve written notice upon the Association setting forth the manner in which the Association has failed to maintain the Open Spaces or other Common 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 hearing thereof before the City Council or such other board, body or official to whom the City Council 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, the City of Wixom, in order to prevent the Common 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 the City of Wixom. In addition to other methods of collection, the City of Wixom shall have the right to place such assessment on the City Tax Rolls of the assessed property.

ARTICLE VI
GENERAL RESTRICTIONS

Section 6.01 Land and Building Use Restrictions. All Lots in Millstream Estates shall be used for Residential Purposes only and no building, except an existing building or as specifically authorized elsewhere in this Declaration, shall be erected, re-erected, placed or maintained or permitted to remain thereon, except one (1) single family private dwelling or model home and private garage containing not less than two (2) nor more than four (4) parking spaces for the sole use of the Owner or occupants of the dwelling. No other accessory building or structure may be erected in any manner or location without the prior written consent of the Developer. All permitted dwellings erected, altered, placed or permitted on any Lot shall be limited to twenty-five (25) feet in height, two (2) stories.

Section 6.02 Dwelling Quality and Size. It is the intention and purpose of this Declaration to insure that all dwellings in Millstream Estates shall be of quality design, workmanship and materials approved by Developer. All dwellings shall be constructed in accordance with the applicable governmental building codes, ordinances and/or regulations and with such further standards as may be required by this Declaration or by Developer, its successors and/or assigns.

The minimum square footage of floor area of a dwelling, exclusive of attached garages, steps, opened and/or closed porches, breezeways and similar facilities, shall be: (i) for one story dwellings, not less than one thousand four hundred (1,400) square feet; (ii) for two-story dwellings (including, but not limited to, bi-levels and tri-levels), not less than one thousand four hundred (1,400) square feet.

Section 6.03 Building Location. All buildings and structures shall be located on each Lot at least thirty five (35) feet from the front lot line. Dwellings and garages shall be located at least thirty-five (35) feet from the rear lot line and at least eight (8) feet from any side lot line. In addition, all buildings and structures on any corner Lots shall be located at least thirty five (35) feet from any side street lot line. For purposes of these set back and side yard provisions, eaves, steps and open porches shall not be considered as part of any building or structure.

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**MILLSTREAM ESTATES SUBDIVISION
MINIMUM BUILDING ELEVATIONS**

<u>LOT NO.:</u>	<u>BRICK LEDGE/GARAGE FLOOR ELEVATION</u>	<u>BASEMENT FLOOR ELEVATION</u>
1	925.50	
2	925.00	916.80
3	923.00	916.40
4	922.00	915.40
5	922.00	914.10
6	921.00	914.00
7	920.00	913.80
8	917.50	913.50
9	917.00	913.00
10	917.00	912.70
11	921.00	912.10
12	920.00	912.80
13	921.00	911.70
14	920.00	913.00
15	917.00	912.30
16	917.00	911.60
17	919.50	911.50
18	920.00	912.50
19	919.50	912.50
20	918.00	912.50
21	917.00	910.90
22	917.00	910.70
23	917.00	910.70
24	917.00	909.50
25	917.00	909.80
26	917.75	911.50
27	918.50	910.80
28	920.20	910.80
29	920.20	911.80
30	919.75	912.10
31	921.40	911.70
32	921.75	912.30
33	922.50	914.80
34	923.50	914.40
35	922.75	915.50
36	922.50	915.60
		913.00

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Section 6.04 Lot Size. The minimum lot size for each Lot shall be the lot size established for said Lot in the applicable recorded plat of subdivision. In the event more than one (1) Lot, or portions thereof, are developed as a single unit (and except as to the obligation of each Lot Owner for any assessments made against each separate Lot), all Restrictions set forth in this Declaration shall apply to such resulting unit in the same manner as to any single Lot.

Section 6.05 Driveways. Access driveways and other paved areas for vehicular use on a Lot shall have a base of compacted sand, gravel, crushed stone or other approved base material and shall have a wearing surface of concrete or asphalt.

Section 6.06 Natural Drainage Ways. Where there exists on any lot(s) a condition of accumulation of storm water remaining over an extended period of time, the Owner may, with the written approval of Developer and the City of Wixom, take such steps as shall be necessary to remedy such condition, subject to the provisions of Section 6.27 below and provided that no obstructions or diversions of existing storm drain swales and channels, over and through which storm water naturally flows upon or across any Lot, shall be made by an Owner in such manner as to cause damage to other property.

Section 6.07 Building Materials. Exterior building materials may be stone, brick, wood, siding or any other material blending with the architecture and natural landscape which is approved by Developer.

Section 6.08 Home Occupations, Nuisances and Livestock. No home occupation, profession or commercial activity shall be conducted in any dwelling located in Millstream Estates, with the exception of model homes owned by, or the sales activities of, Developer or builders, developers and real estate companies who own or hold any Lots for resale to customers in the ordinary course of business. No noxious or offensive activity shall be carried on in or upon on any Lot or premise nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, other than normal construction activity. No chickens or other fowl or livestock shall be kept or harbored on any Lot. No animals or birds shall be maintained on any Lot, except customary house pets for domestic purposes only.

All animal life maintained on any Lot shall have such provisions and care so as not to become offensive to neighbors or to the community on account of noise, odor, unsightliness and no household pets shall be bred, kept or maintained for any commercial purposes whatsoever. No burning of refuse shall be permitted outside the dwelling, except that the burning of leaves shall be permitted if allowed by ordinance of the City of Wixom. No Lot shall be used or maintained as a dumping ground for rubbish or trash, whether occupied or not.

Section 6.09 Plant Diseases or Noxious Insects. No plants, seeds or other things or conditions harboring or breeding infectious plant disease or noxious insects shall be introduced or maintained upon any part of a Lot.

Section 6.10 Temporary Building, Damaged Dwelling, and Reconstruction. No trailer, mobile home, vent tent, shack, garage, barn, out-building or structure of a temporary character shall be used at any time as a temporary or permanent residence, nor shall any basement be used for such purposes; provided however, that the foregoing restriction shall not apply to any activities by Developer or any builder, developer or real estate company during any sales and/or construction periods. All permanent dwellings shall be completed within two (2) years from the commencement of the construction. No old or used buildings of any kind whatsoever shall be moved or reconstructed on any Lot. Any building damaged or destroyed by any cause, for which repair or reconstruction has not commenced within six (6) months from the date of damage or destruction, shall be removed so that there are no ruins or debris remaining within six (6) months from the date of damage or destruction. Any building which is not completed within two (2) years from commencement of construction or any damage or destruction not promptly remedied shall be deemed a nuisance and may be abated as provided by law. Any and all property within any public or private road or right-of-way which is disturbed by reason of any work performed by an Owner, or said Owner's agents, servants, employees or independent contractors, in erecting any building or structure on said Owner's Lot shall be restored by said Owner, at his sole expense, to its condition immediately prior to the commencement of such work. Said restoration shall be performed immediately following the completion of said work or, if such work is not completed, within a reasonable time following the date the work stopped.

Section 6.11 Soil Removal. Soil removal from Lots shall not be permitted, except as required for building construction and as permitted by developer. In addition, all construction shall be subject to the requirements of the Michigan Soil Erosion and Sedimentation Control Act.

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

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

Section 6.14 Tree Removal. Clear-cutting or removal of trees greater than eight (8) inch caliper at breast height shall not be permitted unless such clear-cutting or tree removal is in compliance with all applicable municipal ordinances, including but not limited to, the City of Wixom Woodlands Ordinance. Prior to commencement of construction, each Lot Owner shall submit to the City of Wixom, if required by the City for its 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 dwelling trees, if necessary no trees shall be removed other than within the areas shown on engineering plans prepared by Powell & Associates Inc., dated 7/8/91 Job No. 91-432.

11:13 13514 Pg. 330

Section 6.15 Performance of Construction. No building shall be erected on any Lot except by a contractor licensed by the State of Michigan for such purpose. Except as allowed by Homeowner contractor building for own occupancy.

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

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

Section 6.18 Fences and Obstructions. No perimeter fences, walls or similar structures shall be erected on any Lot within the front yard area formed by the front Lot line, the side Lot lines and a connecting line which shall be the rear most exterior wall of the residential dwelling. No other fences, walls or similar structures shall be erected on any Lot without the prior written approval of developer. Such approval shall be granted for enclosing swimming pools permitted under Section 6.22. In addition, no fences shall be allowed on Lot 1, Lots 5 thru 12 and Lots 14 thru 27. On Lots 9 thru 14 and Lots 29 thru 33 Panhandle Eastern maintaining a 60' wide easement which is subject to Panhandle Eastern easement restrictions and requirements which include by are not limited to: to no fences, obstructions and/or permanent structures shall be allowed within the existing 60' wide easement. On Lots 9 thru 14 and 29 thru 33 within the existing 60' wide Panhandle Eastern Pipeline Easement, only low growing trees and shrubs are allowed, however their height shall not exceed 4 feet and they shall not be planted within 10' either side of the pipeline. Panhandle Eastern must have a company representative present during any excavation activity within the 60' wide easement parcel. To contact Panhandle Eastern call (1-517-546-4770) with 3 business days notice.

Section 6.19 Landscaping and Grass Cutting. Upon completion of a residential dwelling on any Lot, the Owner thereof shall cause such Lot to be finish graded, seeded or sodded and suitably landscaped as soon after such completions weather permits, and in any event within eight (8) months from the date of completion.

When weeds or grass located on any Lot exceed six (6) inches in height, the Owner of said Lot shall mow or cut said weeds and grass over the entire Lot except in wooded areas, Woodlands and Wetlands.

If said Owner fails to mow or cut weeds or grass within ten (10) days after being notified in writing, the Developer may perform such work and the cost thereof shall become a lien upon the Lot(s) involved until paid. All Lots owned by Developer or a building who owns Lots for resale in the ordinary course of business shall be exempt from the foregoing restrictions contained in this Section 6.20. Upon conveyance of any Lot by Developer or a builder to an Owner other than Developer or a builder, the exemption for said Lot shall thereupon cease and such Lot shall be subject to all of the restriction contained in this Section 6.20.

Section 6.20 Motorized Vehicles. No trail bikes, motorcycles, snowmobiles or other motorized recreational vehicles shall be operated on any Lot or in any drain easement, side strip, Common Areas, or retention area of the subdivision.

Section 6.21 Swimming Pools, Tennis Courts and Other Structures. No swimming pools, tennis courts, outdoor whirlpools, hot tubs, wood decks or other recreational structures shall be constructed on any Lot without the prior written approval of Developer. The construction of any swimming pool or 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.

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

Section 6.22 Lawn Fertilization. Any fertilizer used on any Lot abutting any Common Area shall have a low phosphorus content and the City of Wixom may require City approval thereof prior to use of any fertilizer on any such Lot.

Section 6.23 Signs, Illumination. No signs of any kind shall be placed upon any Lot or on any building or structure located on a Lot, or any portion thereof, unless the plans and specification 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 signs which are not more than six (6) square feet in area pertaining only to the sale of the premises upon which it is maintained; and (ii) non-illuminated signs which are not more than six (6) square feet in area pertaining only to a garage sale conducted on the premises, which garage sales and sign placement shall not exceed three (3) days. The foregoing restrictions contained in this Section 6.24 shall not apply to such signs as may be installed or erected on any Lot by developer or any builder who owns Lots for resale in the ordinary course of business, during any construction period or during such periods as any residence may be used as a model or for display purpose.

11513514 PG 331

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

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

Section 6.25 Maintenance. The owner of each Lot and the occupants of any portion of the property shall keep all building and ground in good condition and repair.

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

Section 6.27 Wetlands. The Wetlands shall not be modified in any manner unless a permit for such modification has been issued by the City of Wixom, the Michigan Department of Natural Resources and any other governmental unit or agency having jurisdiction over the Property.

Section 6.28 Flood Plains. To the extent there exists any flood plain areas on portion of the Property, as established by the Department of Natural Resources, no filling or occupation of the flood plain area shall be allowed without the approval of the Department of Natural Resources. In addition, any building used, or capable of being used, for residential purposes or occupancy within, or affected by, the flood plain, shall have all lower floors, excluding basements, at or higher than the elevation of the contour defining the flood plain limits.

Section 6.29 Building Within Areas Affected By Flood plains.

- A. Have lower floors, excluding basements, not lower 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," IEP 1165 2 314, prepared by the office of the chief of engineers, United States Army, Washington, DC, 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 Natural Resources, Land and Water Management Division, Stevens T. Mason Building, P.O. Box 30028, Lansing, Michigan, 48909, or Department of the Army, Corps of Engineers, Publications Depot, 890 S. Pickett, Alexandria, Virginia 22304.
- D. Be equipped with as positive means of preventing sewer backup from sewer lines and drains which serve the building.
- E. Be properly anchored to prevent flotation.

Restrictive Deed Covenants filed with the final plat shall define the floodplain elevations affecting the plat and specify no filling or occupation of the floodplain shall take place without prior written approval from the Michigan Department of Natural Resources. Residential Building Restrictions shall include sections (A) through (E) of floodplain rule. These restrictions are to be observed in perpetuity, excluded from any time limitations set forth in the declaration, and may not be amended.

Section 6.30 Reservation of Easements. Subject to all applicable municipal ordinances, including the Woodlands Ordinance of the City of Wixom, easements for the construction, installation, maintenance, and replacement of public utilities, service drainage facilities sanitary sewer, storm sewer, water supply facilities, public walkways, bicycle paths and ingress and egress are hereby reserved to developer, its successors and assigns, over, under and across Common Areas and as may be indicated on any record or proposed plat of subdivisions within the Property and/or as may otherwise appear of record or as such easements may hereafter be required in the sole discretion of Developer.

13514 PG 332

MILLSTREAM ESTATES

Preservation Easement and Restrictions

Section 6.31

A preservation easement is hereby granted to the City of Wixom for the purpose of maintaining the easement areas in their natural undeveloped condition. The areas subject to this conservation easement are located in Millstream Estates, the City of Wixom, Oakland County, Michigan. The preservation easement is defined on the Woodland/Wetland protection Plan, dated 8/26/91, and encompasses the first twenty feet of horizontal distance, upland of the existing wetland boundary line, bordering lots 1-2, 5-12 and 14-27. The restrictions and exceptions for the preservation easement are defined as follows:

1. Home owners shall refrain from altering the topography, placing fill materials, dredging, removing or excavating any solid or minerals, draining surface water, plowing, tilling, cultivating, or otherwise altering or developing the Easement Areas.
2. Upon reasonable notice to Grantor and/or Grantee, The City of Wixom and its authorized employees and agents, may enter upon and inspect the Easement Areas to determine whether they are being preserved in compliance with the terms of this Easement.
3. This Easement may be enforced by either an action of law or in equity and shall be enforceable against the owner of the Easement Areas, or any other person despite a lack of privity of estate or contract.
4. Grantor shall indicate the existence of this Easement on all deeds, mortgages, land contracts, final plat, subdivision use restrictions, open space easements, development covenants, and any other legal instrument used to convey an interest in the Easement Areas.
5. Within 120 days after the recording of Millstream Estates Subdivision Plat, Grantor, at its sole expense, shall place permanent signs, fences, or other suitable marking along the boundary of the Easement Areas to clearly demarcate the boundary of the Easement Areas.
6. This Easement shall be binding upon the successors and assigns of the parties.

Preservation Easement Exceptions

Section 6.32

1. Mowing existing vegetation shall be allowed providing it is maintained at a minimum height of four inches.
2. Selective pruning of existing large trees and shrubs shall be allowed to open up desirable views of the wetlands, providing nothing higher than ten feet is disturbed and all main branches over one inch in diameter are not removed.
3. Deck structures shall be permitted in the preservation easement, providing they comply with the following criteria:
 - A) Must be a minimum of eighteen inches off ground from finished deck elevation to finished grade.
 - B) Do not exceed more than three hundred square feet or encompass more than twenty percent of the dedicated easement areas.
 - C) Do not protrude more than twelve feet into easement.
4. Plantings in Easement shall be permitted, providing the plants are selected from the plant pallet and conform to the general planting specifications and design criteria provided on the following page.
5. The Developer, grantor reserves the right in the cause of developing the Subdivision, to clear brush, grade, and place or remove soil material from the preservation easement, providing that the vegetation is reestablished using plantings according to the enclosed Michigan Native Plant Species List.

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Michigan Native Plant Species
Allowed for Planting in Preservation Easement
Section 6.33

	COMMON NAME	BOTANICAL NAME
Deciduous Trees	Red Maple Weeping Willow Pussy Willow Bur Oak Red Oak Swamp Oak American Beech Sassafras	Acer Rahrum Salix Alba Salix Discolor Quercus Macrocarpa Quercus Rubra Quercus Bicolor Pagus Grandifolia Albidum
Evergreen Trees	Northern White Cedar White Pine Red Pine Red Cedar Eastern Hemlock	Thuja Occidentalis Pinus Strobus Pinus Resinosa Juniperus Virginiana Tsuga Canadensis
Ornamental Trees	Allegheny Serviceberry Vernal Witchazel Hawthorn Flowering Dogwood	Amelanchier Spp. Hamamelis Vernalis Crataegus Spp. Cornus Florida
Shrubs	Nannyberry Viburnum American Cranberryhush Viburnum Grey Dogwood Red Twig Dogwood Blackhaw Viburnum	Lentago Viburnum Opulus Cornus Racemosa Cornus Serica Prunifolium
Perennials	Daylilly Iris	Hemerocallis Pallida

Drainage Easement for Subdivision
Section 6.34

A perpetual and permanent easement is hereby granted in favor of the Oakland County Drain Commissioner, the Norton Drain Drainage District, (collectively referred to as "grantee"), and grantee's successors, assigns and transferees, in, over, under and through the property described on Exhibit A hereto, 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. The grantee shall have the right to sell, assign, transfer or convey this easement to any other governmental unit;
3. No owner in the subdivision shall build or convey to others any permission to build any permanent structures on the said easement;
4. 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;
5. The grantee and its agents, contractors and designated representative shall have right of entry on, and to gain access to, the easement property;
6. 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 rising 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 the Oakland County Drain Commissioner, the Norton Drain Drainage District, and their successors and assigns, under Section 6 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.

13514-334

All Subdivision Easements

Section 6.35

The use of such easements, or any portion thereof, may be assigned by Developer at any time to any person, firm, corporation, governmental agency or municipal authority or department furnishing one or more of the foregoing service and/or facilities and any such easements hereby reserved may be relinquished and waived, in whole or in part, by Developer, by the filing of record of an appropriate instrument of relinquishment, with approval of the City of Wixom. Developer shall have the right and authority at any time to enter into such maintenance or other agreements with any municipal authority or other governmental authority as Developer may determine to be necessary or appropriate for the purpose of providing for the maintenance, repair or replacement of any such easements or facilities located upon, over, under or through such easements or facilities located upon, over, under or through such easement and for the further purpose of providing for assessments for such purpose against any or all of the Lots within the Property. That the extent provided for in any such agreement(s), such assessments shall be levied as provided for therein and shall constitute a lien upon the Lot(s) upon which it is levied. No structure, landscaping or other materials shall be placed or permitted to remain within any of the foregoing easements which may damage or interfere with the installation or maintenance of the aforesaid utilities or which may change, obstruct or retard the flow or direction of water in, on or through any drainage channels, if any, in such easements, nor shall any change be made by any Owner in the finished grade of any Lot once established by the builder of any residential dwelling thereon, without the prior written consent of Developer. Access shall be granted to Developer and its successors and assigns by the Owner of each Lot to an easement which burdens such Lot for the maintenance of all improvements in, on, over and/or under such easement, without charge or liability for damages. Except as may otherwise be provided in this Declaration, or in any maintenance agreement made between Developer and any municipal or governmental authority, the Owner of each Lot shall maintain the service area of all easements within his Lot, keep grass and weeds cut, keep the area free of trash and debris and take such actions as may be necessary to eliminate or minimize surface erosion. The Owner of each Lot shall be liable for any damage to any improvements which are located in, on, over and/or under the subject easement, including, but not limited to, damage to electric, gas, telephone and other utility and communication distribution lines and facilities, which damage arises as a consequence of any act or omission of the Owner, his agents, invitees and/or licensees.

Section 6.36 Reciprocal Negative Easements. Unless otherwise expressly provided for in this Declaration, no mutual or reciprocal negative easements shall be deemed to arise or be created hereunder with respect to any land situated within the boundaries of the Property.

ARTICLE VII
ARCHITECTURAL CONTROLS

Section 7.01 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 and specifications are submitted to, and approved in writing by, Developer in accordance with the provisions of Section 7.02 below, no building, fence, wall or other structure shall be commenced, erected or maintained, and (ii) no addition, change or alteration therein shall be made, except for interior alterations.

Section 7.02 Submission of Plans and Plan Approval. All 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. Said construction plans and specifications shall show the nature, kind, shape, height, materials (including samples of exterior building material upon request), approximate cost of such building or other structure, proposed drainage of surface water, location and grade of all buildings, structures and improvements, as well as utilities and parking areas for the subject Lot. Developer shall have sole authority to review, approve or disapprove the plans or specifications and/or any part thereof. Developer shall have the right to refuse to approve any plans or specifications or grading plans, or portions thereof, which are not suitable or desirable in the sole discretion of Developer, for aesthetic or other reasons. In considering such plans and specifications, Developer shall have the right to take into consideration compatibility of the proposed building or other structures with the surroundings and the effect of the building or other structure on the view from adjacent or neighboring properties.

It is desired that the natural landscape and trees be left in their natural state as much as possible or practical.

A report in writing setting forth the decision of Developer, and the reasons therefore, shall be furnished to the applicant by Developer within thirty (30) days from the date of filing of complete plans, specifications and other materials by the applicant. Developer will aid and cooperate with prospective builders and make suggestions based upon its review 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 VII within thirty (30) days from the date submitted shall constitute approval thereof. Developer shall be entitled to charge each applicant a review fee in an amount not to exceed Two Hundred Fifty and 00/100 (\$250.00) dollars, to reimburse Developer for any actual costs incurred in connection with the review of said applicant's plans, specifications and related materials.

Neither Developer nor any person(s) or entity(ies) to which it delegates any of its rights, duties or obligations hereunder, including, without limitation, the Association and Architectural Control Committed reference in Section 7.03 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. Developer hereby reserves the right to enter into agreements with the grantee (or vender) of any Lot(s) (without the consent of grantees or vendee of other Lots or adjoining or adjacent property) to deviate from any or all of the restrictions set forth in this Declaration, provided that said grantee or vendee demonstrates that the application of the particular restriction(s) in question would create practical difficulties or hardships for said grantee or vendee. Any such deviation shall be evidenced by a written agreement and no such deviation or agreement shall constitute a waiver of any such restriction as to any other Lot or Owner.

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Section 7.03 Architectural Control Committee. At such times as the fee simple interest in seventy-five (75%) percent of the Lots in all Phases have been conveyed by Developer, or, at such earlier times as Developer may elect, Developer shall delegate and assign all of its rights, duties and obligations as set forth herein, 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 delegatee as to any matters herein set forth shall be binding upon all interest parties. If Developer assigns its rights and obligations under this Article VII to Architectural Control Committee, said Committee shall consist of no less than three (3) Members and no more than five (5) Members, to be appointed by Developer. Developer may transfer his right to appoint members of the Architectural Control Committee to the Association. Until such time, however Developer reserves the right to appoint and remove members of the Committee in its sole discretion.

ARTICLE VIII GENERAL PROVISIONS

Section 8.01 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 City of Wixom if such approval is required. 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), 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 the City of Wixom 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 and B of this Declaration as Developer deems necessary, subject to the approval of the City of Wixom if such approval is required.

The covenants, conditions, restrictions and agreements of this Declaration, as they relate to any Phase for which a final plat have 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 Deeds, 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; and (ii) the Owners of seventy-five (75%) percent of the total Lots contained in all other Phases shown on the Tentative Preliminary Plat approved by the City Council on November 26, 1991, and (iii) 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 City of Wixom.

Section 8.02 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, unless terminated by written instrument executed by: (i) the Owners of not less than seventy-five (75%) percent of the total Lots contained in all Phases for which a final plat of subdivision has been recorded; and (ii) the Owners of not less than seventy-five (75%) percent of the total Lots contained in all other Phases shown on the Tentative Preliminary Plat approved by the City Council on November 26, 1991 and (iii) Developer, in the event Developer then continues to own any Lots or any portion of the Property. Notwithstanding anything to the contrary contained in this Declaration, the provisions of Section 6.06, 6.16, 6.23, 6.28, 6.29 and 6.30 of this Declaration, shall run forever, without right of termination or amendment unless modified or deleted pursuant to an amendment authorized by Section 8.01.

Section 8.03 Enforcement. Developer, the Association and any Owner shall have the right to enforce, by proceedings at law or in equity, all covenants, conditions, restriction reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by developer, the Association or any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver thereof or a waiver of any right to enforce the same at any time thereafter.

Section 8.04 Insurance Proceeds. All proceeds of any insurance maintained with respect to any assets of the Association, and the Common Areas (if said Common Areas have been conveyed to the Association), and all proceeds of any condemnation proceedings or sales in lieu of condemnation relating to the assets of the Association or the Common areas (if said Common Areas have been conveyed to the Association) shall be paid to the Association and shall be the property of the Association and not of its Members or any other persons or entities.

Section 8.05 Severability. The invalidation of any one or more of the covenants, conditions, restrictions and agreements of this Declaration by judgement or court order, shall in no way affect the validity of any of the other provisions of this Declaration, and the same shall remain in full force and effect.

Section 8.06 Notice. 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 notice are required in this Declaration.

**AMENDMENT TO
MILLSTREAM ESTATES
DEED RESTRICTIONS**

THIS AMENDMENT is made this _____ day of September, 1993 by the undersigned Sierra Development, Inc. (hereinafter "Developer") and Joseph Schulist Builders, Inc. (hereinafter "Lot Purchaser").

Recitals:

r1. On or about April 22, 1993, Developer recorded in Liber 18514, Pages ____ through ____, Oakland County records (the "Deed Restrictions");

r2. The Deed Restrictions covered a subdivision known as Millstream Estates, the Plat of which is recorded in Liber 225, Pages 10 through 14, of plats, Oakland County records;

r3. The Deed Restrictions are according to their terms subject to amendment by Developer and Developer wishes to amend the Deed Restrictions in certain limited respects and in certain limited respects, only;

r4. Schulist, as a Lot Purchaser in Millstream Estates, has indicated that he wishes to signify his consent to the Amendment and executes this Agreement for this purpose and for this purpose, only.

NOW, THEREFORE, the Deed Restrictions are hereby amended, modified and changed as follows:

1. Sec. 6.18 Fences and Obstructions is hereby modified by the addition of the following paragraph:

Anything contained in this Sec. 6.18 to the contrary notwithstanding Developer shall have the right to permit any current or future Lot Owner to construct a fence on any lot provided that the construction of said fence conforms with the Farmington Hills Zoning Ordinance. Developer's consent must be in writing. In addition, the consent of Developer shall not be construed as a review of the fence to determine that said fence complies with applicable zoning ordinances. Further, the rights conferred upon Developer herein shall be subject to Developer's sole discretion. At such time as Developer transfers its rights under these Deed Restrictions to the Homeowner's Association and/or the Architectural Committee, pursuant to Sec. 7.03, then the right conferred by this paragraph shall be deemed to be transferred to the Association.

2. Other than as amended, modified and changed by this Amendment, the Deed Restrictions shall remain in full force and effect, unchanged and unmodified hereby.

3. Joseph Schulist Builders, Inc. as a Purchaser of lots in Millstream Estates hereby signifies his approval and consent to the Amendment set forth above and executes this Agreement for this purpose and for this purpose alone. Joseph Schulist Builders, Inc. acknowledges that Developer has the right to amend these Deed Restrictions without its consent and nothing contained herein shall be construed as requiring future consents to additional amendments it being understood that all rights of Developer set forth in the Deed Restrictions shall continue unchanged and unmodified by this Amendment.

SIERRA DEVELOPMENT, INC., a Michigan corporation

WITNESSES:

By: _____
DENNIS PARKS
Its: President

JOSEPH SCHULIST BUILDERS, INC., a Michigan corporation

By: _____
JOSEPH SCHULIST
Its: President

STATE OF MICHIGAN)
)§
COUNTY OF OAKLAND)

On the _____ day of September, 1998, before me a Notary Public in and for said County sand State personally appeared Dennis Park, to me known, who acknowledged the foregoing Agreement by him subscribed and signed as an officer of Sierra Development, Inc., a Michigan corporation, and that the same is true according to his information, knowledge and belief.

Notary Public

County, Michigan
My commission expires: _____

STATE OF MICHIGAN)
)§
COUNTY OF OAKLAND)

On the _____ day of September, 1998, before me a Notary Public in and for said County sand State personally appeared Joseph Schulist, to me known, who acknowledged the foregoing Agreement by him subscribed and signed as an officer of Joseph Schulist Builders, Inc., a Michigan corporation, and that the same is true according to his information, knowledge and belief.

Notary Public

County, Michigan
My commission expires: _____