

RESTATED DECLARATION OF RESTRICTIONS
FOR CRESTWOOD MANOR SUBDIVISION

WHEREAS, the undersigned, Crestwood of Northville Limited Partnership, a Michigan limited partnership, of 2025 W. Long Lake Road, Suite 104, Troy, Michigan 48098, hereinafter referred to as "Declarant", being the owner in fee simple of the lands hereinafter described, and hereinafter referred to as "The Subdivision", desires to create a planned community with private parks for the benefit of all residents of The Subdivision, which is located in Northville Township, Wayne County, Michigan, and more particularly described as:

Lots 1 through 102, both inclusive, of Crestwood Manor Subdivision, of part of the Southwest 1/4 of Section 9, T. 1 S., R. 8 E., Northville Township, Wayne County, Michigan, according to the plat thereof as recorded in Liber 103 of Plats, pages 70 through 75, both inclusive, Wayne County Records; and

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values and amenities in The Subdivision and for the maintenance of the Common Area, as hereinafter defined, and to this end desires to subject The Subdivision and the Common Area to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of The-Subdivision and each owner of a lot therein; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation, of the values and amenities in The Subdivision, to create a legal entity to own, maintain and administer the Common Area and facilities that may be constructed thereon, the storm water retention areas, walkways, bridges and subdivision entrances, and to collect and disburse the assessments and charges hereinafter created, and to promote the recreation, health, safety and welfare of the residents; and

WHEREAS, Declarant may, at some future time, plat additional subdivisions of land in the Southwest 1/4 of Section 9 of Northville Township and subject the lots and common area so platted to the covenants, restrictions, easements, charges and liens set forth herein by amendments made to this Declaration.

WHEREAS, Declarant has previously recorded that certain Declaration of Restrictions for Crestwood Manor Subdivision recorded in Liber 24578, Pages 911 through 926, Wayne County Records (the "Original Declarations").

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the undersigned, its successors and assigns, and all intending purchasers, and future Owners of the various lots comprising The Subdivision, the undersigned Declarant for itself, its successors and assigns does hereby publish, declare and make known to all intending purchasers and future Owners of the various lots comprising The Subdivision, that the same will and shall be used, held, and/or sold expressly subject to the following conditions, restrictions, covenants and agreements which shall be incorporated by reference in all deeds of conveyance and contracts for the sale of said lots and, shall run with the land and be binding upon all grantees of individual lots in The Subdivision and on their respective heirs, personal representatives, successors and assigns. The following conditions, restrictions, covenants and

agreements shall supercede, extinguish, and replace the Original Restrictions, and said Original Restrictions shall hereafter be of no force or effect.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to the Crestwood Manor Subdivision Association, a Michigan Non-Profit Corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of The Subdivision and any future subdivisions hereafter annexed, or the land contract purchaser thereof, but excluding those having any interest merely as security for the performance of an obligation.

Section 3. "Common Area" shall mean those areas of land within The Subdivision (including the improvements thereto) now or hereafter owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot within The Subdivision is described as follows:

"Crestwood Manor Park", Crestwood Manor Subdivision, of part of the Southwest 1/4 of Section 9, T. 1 S., R. 8 E., Northville Township, Wayne County, Michigan, according to the plat thereof as recorded in Liber 103, pages 70 through 75 of plats, Wayne County Records.

Section 4. "lot" shall mean and refer to any numbered lot shown on the recorded plat of The Subdivision and any future subdivisions hereafter annexed, any lot resulting from the combination of lots or any lot resulting from a proper lot split of any lot.

Section 5. "Declarant" shall mean and refer to Crestwood of Northville Limited Partnership, a Michigan Limited Partnership, its successors and assigns.

Section 6. "Declaration" shall mean and refer to this Declaration of Restrictions, as recorded in the office of the Wayne County Register of Deeds, State of Michigan.

Section 7. "Member" shall mean and refer to those persons entitled to membership in the Association, as provided in this Declaration.

ARTICLE II ESTABLISHMENT AND DEDICATION

Section 1. Establishment of Non-Profit Corporation.

There is hereby established an association of Owners of lots 1 through 102, inclusive, of Crestwood Manor Subdivision, to be known as the Crestwood Manor Subdivision Association. Such Association shall be organized within thirty (30) days after the date the plat of Crestwood Manor Subdivision has been recorded with the Wayne County Register of Deeds. The Association shall be organized as a Non-Profit Corporation for a perpetual term under the laws of the State of Michigan and shall have such

powers as are enumerated in this Declaration as well as those set forth in the corporate By Laws for the Association.

Section 2. Dedication of Common Area.

Declarant hereby dedicates and conveys to each Owner of a lot in The Subdivision a right and easement of enjoyment in and to the Common Area and hereby covenants that it will convey the Common Area to the Association free and clear of all liens and encumbrances within ninety (90) days after the date the plat of Crestwood Manor Subdivision has been recorded. Title to the Common Area shall vest in the Association subject to the rights and easement of enjoyment in and to such Common Area by the Owners. Said easement of enjoyment shall not be personal, but shall be considered to be appurtenant to the lots and shall pass with the title to the lots whether or not specifically set forth in the deeds of conveyance of the lots.

Section 3. Subdivision Open Space Agreement.

This Declaration and the rights and obligations of each Owner of a lot which is located in The Subdivision shall in all cases be subject to that certain Agreement for Subdivision Open Space Plan (the "Open Space Agreement") between Declarant and the Charter Township of Northville recorded in Liber 24609, pages 938 to 946, both inclusive, Wayne County Records.

Section 4. Maintenance Agreement.

This Declaration and the rights and obligations of each Owner of a lot which is located in the Subdivision shall in all cases be subject to an agreement between the Declarant and the Township of Northville (the "Maintenance Agreement") dated November 29, 1989 and recorded in Liber 24503, Pages 673 to 677, both inclusive, Wayne County Records. The Maintenance Agreement imposes certain obligations on the Association and the Owners regarding the maintenance of the storm water system located in The Subdivision.

ARTICLE III PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment.

The right and easement of enjoyment of each Owner in and to the Common Area shall be subject to the following prior rights of the Association:

- a. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- b. The right of the Association to suspend the voting rights and right to use the Common Area by an Owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- c. The right of the Association to grant easements, dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such

conditions as may be agreed to by the Members. No such dedication, grant or transfer shall be effective unless an instrument agreeing to such dedication, grant or transfer signed by two-thirds (2/3) of the Members has been recorded.

d. The right of the Association to levy assessments, as set forth in Article V, below.

Section 2. Delegation of Use.

Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or purchasers who reside on his lot.

Section 3. Reservation of Easements.

Declarant reserves the right, without the consent of the Association or any of its Members, to increase or reduce the size of the Common Area or to grant easements through it for the purpose of causing the installation of any utility lines, television cable, drainage facilities or any other improvements which would serve the residents of The Subdivision.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 1. Mandatory Member.

Every Owner of a lot shall be a mandatory Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a lot.

Section 2. One vote per lot.

All Members shall be entitled to one vote for each lot owned. When more than one person holds an interest in a lot, all such persons shall be Members. The vote for such lot shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any one lot.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

Each Owner of a lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual general assessments or charges, and (2) special assessments for capital improvements. Such assessments shall be established and collected as hereinafter provided. The general and special assessments, together with interest thereon, late payment fees and collection costs, including reasonable attorney's fees, shall be a charge on the lot and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with interest thereof late payment fees and costs of collection thereof, including reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such lot at the time the assessment fell due. The personal obligation for delinquent

assessments shall not pass to his successors in title unless expressly assumed by them. The obligation of Declarant and each builder who has purchased one or more lots for construction of residences thereon for sale to Owners is separately set forth in Section 6 of this Article.

Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in The Subdivision and future subdivisions hereafter annexed, and in particular for the improvement and maintenance of the Common Area now or hereafter owned by the Association, and facilities thereon, the storm water retention areas, walkways, bridges and other property under the control of the Association, including all subdivision entrances; for planting and maintenance of trees, shrubs and grass; for construction, operation and maintenance of recreational facilities; for caring for vacant lots; for providing community services; and for the protection of the Owners.

Section 3. Maximum Annual Assessment.

Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be Ninety Six Dollars (\$96.00) per lot.

- a. From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year to an amount which is not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Members.
- b. From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of the Members who are voting in person or by proxy, at a meeting duly called for that purpose.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy against each Owner, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any improvement upon the Common Area and other areas under the control of the Association, including without limitation all subdivision entrances, retention ponds, walkways, bridges, fixtures and personal property, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for that purpose.

Section 5. Notice and Quorum for Actions Authorized Under Section 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 of this Article shall be sent to all Members not less than 15 days nor more than 30 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast forty (40%) percent of the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the

subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rate of Assessment.

Both the general and the special assessments shall be set by the Board of Directors at a uniform rate for the Owners of all lots and may be collected on a monthly or an annual basis. However, notwithstanding anything to the contrary, contained herein or elsewhere in this Declaration, no assessment levied against the Declarant, or any builder who has purchased one or more lots for the purpose of constructing a residence on each lot for sale to an Owner, shall exceed the sum of fifty cents (.50c) per month for each full month each lot is owned or purchased on a land contract.

Section 7. Date of Commencement of Annual Assessments; Due Dates

The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the first lot to an Owner. A conveyance to a builder who has purchased a lot for the purpose of constructing a residence thereon for sale to an Owner shall not be deemed a conveyance to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association.

Any assessment not paid in full within thirty (30) days after the due date shall bear interest from the due date at the rate of eleven (11%) percent per annum and shall be subject to a late payment fee equal to twenty (20%) percent of the amount of the assessment. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Owner's lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. Exempt Property.

All Common Area and all other property exempt from taxation by state or local governments and dedicated for public use shall be exempt from assessment, charge and lien created herein.

Section 10. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein on any lot shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the lien of the assessments. However, the sale or transfer of any lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of the assessments, but shall not extinguish the Owner's personal obligation for payment of

assessments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments becoming due after such sale or from the lien thereof.

Section 11. Failure of Association to Maintain the Common Area.

In the event that the Association shall at any time fail to construct or maintain the Common Area in reasonable order and condition, Northville Township may serve written notice upon the Association or upon the Owners setting forth the manner in which the Association has failed to maintain the Common Area in reasonable condition, and said notice shall include a demand that deficiencies of maintenance be cured within a stated reasonable time period. If the deficiencies set forth in the notice or in any modification thereof shall not be cured within said reasonable time or any extension thereof, Northville Township, in order to preserve the taxable values of the properties within The Subdivision and to prevent the Common Area from becoming a public nuisance, may enter upon the Common Area and maintain the same for a reasonable period of time. Said maintenance by Northville Township shall not constitute a taking of the Common Area nor vest in the public any right to use the same. The cost of such maintenance, the cost of notices and hearings by Northville Township and other reasonable administrative costs and legal fees incurred by Northville Township shall be paid by the Association and may become lien on each lot in The Subdivision, on a pro rata basis, to be assessed and collected as a special assessment on the next annual Northville Township tax, at the discretion of Northville Township, or said costs may be billed directly to the Association. If not paid by the Association, Northville Township may sue to collect said costs and fees and if litigation commences, the Association shall be required to pay, in addition to said costs, all court costs and attorney fees. Northville Township may, at the time of entering upon the Common Area for the purpose of maintenance, file a notice of lien upon the lots in The Subdivision in the office of the Register of Deeds of the County of Wayne.

ARTICLE VI ARCHITECTURAL CONTROL

No building, fence, wall, dock, swimming pool, outbuilding or other structure, landscaping or exterior improvement shall be commenced, erected or maintained on any lot, nor shall any exterior addition to or change or alteration therein or change in the exterior appearance thereof or change in landscaping be made until the plans and specifications showing the nature, kind, size, shape, height, colors, materials, topography and location of the same on the lot shall have been submitted to and approved in writing by an architectural control committee composed of three (3) persons appointed by the Declarant (who are not required to be Members of the Association), hereinafter called the "Committee". Each member of the Committee shall serve for a period of one (1) year, or until replaced by a subsequent appointee. After the initial residential construction period has been completed and houses have been built on not less than ninety (90%) percent of the lots, the Declarant may delegate or assign its power of appointment of Committee Members to the Association.

Section 1. Requirements for Committee Approval.

Plans and specifications for final approval by the Committee shall include the following:

- a. Complete plans and specifications sufficient to secure a building permit in Northville Township, including a dimensioned plot plan showing the lot and the placement of the residence, garage, outbuildings, and fences (if any) on the lot.

- b. Front elevation, side elevations and rear elevation of all buildings, plus elevations of walls and fences (if any).
- c. A perspective drawing, if deemed necessary by the Committee, to allow the Committee to adequately interpret the exterior design.
- d. Data as to size, materials, colors and texture of all exteriors including roof coverings, fences (if any) and walls.
- e. One set of blueprints shall be left with the Committee until construction is completed.

Section 2. Preliminary Approval.

Preliminary plans may first be submitted for preliminary approval.

Section 3. Committee Approval is Subject to Restrictions.

No approval by the Committee shall be valid if the structure or improvement violates any of the restrictions set forth in Article VII or VIII of this Declaration, except in cases where waivers have been granted as provided for in the said Articles.

Section 4. Committee Right to Disapprove.

The Committee may disapprove plans because of noncompliance with any of the restrictions set forth in Articles VII and VIII of this Declaration, or because of reasonable dissatisfaction with the grading and drainage plan, the location of the structure on the lot, the materials used, the color scheme, the finish, design, proportions, shape, height, style or appropriateness of the proposed improvement or alteration or because of any matter or thing, which in the reasonable judgment of the Committee, would render the proposed improvement or alteration inharmonious or out of keeping with the objectives of the Committee or with improvements erected on other lots in The Subdivision.

Section 5. Failure of Committee to Act.

In the event the Committee fails to approve or disapprove plans within fifteen (15) days after submission, then such approval will not be required, but all other limitations, conditions and restrictions set forth in this Declaration shall apply and remain in force as to such plans.

Section 6. Evidence of Committee Approval.

Committee approval shall be deemed given if the plans and specifications for approval are marked or stamped as having been finally approved by the Committee, and are dated and signed by a member of the Committee who was validly serving on the Committee on the date of such approval.

ARTICLE VII
BUILDING AND USE RESTRICTIONS FOR THE SUBDIVISION

Section 1. Use of Lots.

- a. All lots shall be used for single family residence purposes only, and no building of any kind whatsoever shall be erected, re-erected, moved or maintained thereon except one single family dwelling house and appurtenant buildings on each lot, as hereinafter provided. Such dwelling house shall be designed and erected for occupation by a single private family. A private attached garage for the sole use of the respective Owner or occupant of the lot upon which said garage is erected may also be erected and maintained.
- b. No lot may be split without first complying with the requirements of Northville Township and the requirements of this Declaration. It is anticipated that lots 13 and 29 may in the future be split. Following a proper lot split, the resulting lots shall each be subject to all of the covenants, restrictions and agreements contained in this Declaration, including the assessment requirements of Article V, above, and each such lot shall for all purposes treated as a separate and distinct lot.

Section 2. Character and Size of Buildings.

No dwelling shall be permitted on any lot unless, in the case of a one-story building, the living area thereof shall be not less than 1,600 square feet; in the case of a one and one-half story building, the living area shall be not less than 2,000 square feet; in the case of a two-story building, the living area shall be not less than 2,200 square feet; and in the case of a quad or tri-level building the living area thereof shall be not less than 2,000 square feet. All computations of square footage for determination of the permissibility of erection of a residence shall be exclusive of basements (whether or not of the "walk-out" variety) garages, porches, or terraces. All garages must be attached or architecturally related to the dwelling. Garage doors shall not face the street on which the residence fronts, except that the Architectural Control Committee upon request may waive this prohibition. No garage shall provide space for less than two (2) automobiles. Carports are specifically prohibited.

Section 3. Minimum Setback and Yard Requirements.

No building shall be erected or maintained on any lot in The Subdivision which as a front yard setback of less than thirty-five (35') feet from the front lot line, nor shall any building be erected or maintained on any of such lots which is nearer than twelve (12') feet from the side lot line on one side, nor shall the total of both side yards be less than twenty-four (24') feet in width, with regard to interior lots. No side yard abutting a street shall be less than twelve (12') feet when there is a common rear yard relationship in the block and a common side yard relationship with the block directly across the common separating street. In the case of a rear yard abutting a side yard of an adjacent lot, or when said side yard is adjacent to a front yard across a common separating street, the side yard abutting a street shall not be less than thirty-five (35') feet. No lot in this subdivision shall have a rear yard setback of less than fifty (50') feet from the rear lot line. Approval of a variance by both the Committee and by the Northville Township Board of Appeals permitting front, rear or side yards smaller than the above minimums shall be deemed a valid waiver of this restriction.

Section 4. Building Heights.

No building shall be erected or maintained on any lot which is more than two and one-half (2 1/2) stories in height nor exceeds thirty (30') feet in height.

Section 5. Lot Coverage Limitations.

No dwelling house and accessory buildings erected or maintained on any lot shall together cover a total of more than twenty-five (25%) percent of the area of such lot.

Section 6. Minimum Lot Size.

In the event that one or more lots or parts of lots are developed for use as a site for a single residence, all restrictions set forth herein shall apply to such resulting site. In any event, no dwelling shall be erected, altered, placed on or permitted to remain on any lot in The Subdivision unless such lot or site has a width at the front building setback line of at least one hundred ten (110') feet and an area of at least fourteen thousand four hundred (14,400) square feet.

Section 7. Animals.

- a. No farm animals, livestock or wild animals shall be kept, bred or harbored on any lot, nor shall any animals be kept or bred for commercial purposes. Domestic animals commonly deemed to be household pets may be kept by the Owner and members of his household so long as such pets shall have such care so as not to be objectionable or offensive to others due to noise, odor or unsanitary conditions.
- b. Any dog kept by a resident on his lot shall be kept either on a leash or in a dog run or pen, and shall not be allowed to run loose or unattended. No dog runs or pens shall be permitted to be erected or maintained unless they are solely located within the rear yard adjacent to a wall of the main dwelling or garage and facing the rear or the interior of the lot, nor shall such runs or pens extend beyond the end of the dwelling or garage into the side yard.
- c. No Owner of a lot shall use, nor shall he permit or suffer any occupant of any lot which he owns, or his or their invitees or guests, to use any B-B guns, firearms, air rifles or pellet guns. No Owner or occupant of any lot shall permit or suffer his or their invitees or guests to harm or kill any wild fowl in The Subdivision or in the Common Area.

Section 8. Wells.

No well shall be dug, installed or constructed on any lot.

Section 9. Sight Distance at Intersections.

No fence, wall, shrubbery, sign or other obstruction to vision which obstructs sight lines at elevations between thirty (30") inches and six (6'), feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25') feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 10. Easements.

a. Easements are reserved as shown on the plat of The Subdivision. The use of all or a part of such easements may at any time or times hereafter be granted or assigned by Declarant, its successors or assigns, to any person, firm, corporation, governmental unit or agency which furnishes services or utilities for use in The Subdivision.

No buildings may be constructed or maintained over or on any easements; however, planting, fencing (where permitted), or other lot line improvements shall be allowed, so long as they do not violate the provisions of this Article and do not interfere with, obstruct, hinder, or impair the drainage plan of The Subdivision and so long as access be granted, without charge or liability for damages, for the installation and/or maintenance of utilities, drainage lines and/or additional facilities.

b. Private easements for public utilities have been granted and reserved on the plat of The Subdivision.

Section 11. Temporary Structures.

Trailers, tents, shacks, barns, or any temporary buildings of any description whatsoever are expressly prohibited and no temporary occupancy shall be permitted in unfinished residential buildings; provided, however, that the erection of a temporary storage building for materials and supplies to be used in the construction of a dwelling, and which shall be removed from the premises upon completion of said dwelling, is permitted.

Section 12. General Conditions.

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

b. No housetrailers, commercial vehicles, boat trailers, boats, camping vehicles or camping trailers may be parked on or stored on any lot, unless stored fully enclosed within an attached garage. Commercial vehicles and trucks shall not be parked in The Subdivision, or on any lot therein, except while making normal deliveries or pickups in the normal course of business. However, construction vehicles may be parked and a construction trailer may be maintained by each builder offering new houses for sale, only during the period when new houses are under construction in The Subdivision by that builder.

c. No laundry shall be hung for drying in such a way as to be visible from the street on which the dwelling fronts, and in the case of corner lots, such laundry shall not be hung so that it will be visible from the streets on which the dwelling fronts and sides.

d. All homes shall be equipped with electric garbage disposal units in the kitchen.

e. The grade of any lot or lots in The Subdivision may not be changed without the written consent of the Architectural Control Committee. This restriction is intended to prevent interference with the master drainage plan for The Subdivision.

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

g. No outside compressors for central air conditioning units may be located other than in the rear yard and the same must be installed and maintained in such a manner so as to create no nuisance to the residents of adjacent dwellings.

h. No swimming pool may be built which is higher than one (1') foot above the existing lot grade.

i. 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.

Section 13. Sales Agency and/or Business Office.

Notwithstanding anything to the contrary elsewhere set forth herein, Declarant and/or any builders which it may designate may construct and maintain a sales agency and a business office on any lot or lots which they may select, or may use said lot or lots for the construction of a model house or houses or houses for such purposes, and Declarant and such designated builders may continue to do so until such time as all of the lots in which Declarant or such designated builders have an interest are sold by them.

Section 14. Lease Restrictions.

No Owners of any lot shall lease and/or sublet less than the whole of any dwelling on any lot.

Section 15. Exterior Surface of Dwellings.

The visible exterior walls of all dwelling structures shall be made of wood, brick, brick veneer and/or stone in any combination. Stucco, aluminum and/or ledge rock may also be used, so long as any of these materials alone or in combination do not exceed fifty (50%) percent of the total of all visible exterior walls. The use of cement block, slag, cinder block, imitation brick, asphalt and/or any type of commercial siding is expressly prohibited. Windows and doors shall not be included in calculating the total area of visible exterior walls. The Architectural Control Committee may grant such exceptions to this restriction as it deems suitable.

Section 16. Fences.

a. No fence, wall or solid hedge may be erected, grown or maintained in front of or along the front building line of any lot; provided, however, that low ornamental fencing may be erected along the front lot line in architectural harmony with the design of the house. The side lot line of each corner lot which faces a street shall be deemed to be a second front building lot line and

shall be subject to the same restrictions as to the erection, growth or maintenance of fences, walls or hedges as is herein before provided for front building lines.

b. No fence or wall may be erected or maintained on or along the side lines of any lot, and/or on or along the rear line of any lot, except that fences which are required by local ordinance to enclose swimming pools, and fences used for dog runs or pens which comply with the requirements of Article VII, Section 7(a), of this Declaration, shall be permitted.

Section 17. Signs.

No sign or billboard shall be placed, erected or maintained on any lot, except one sign advertising the lot, or the house and lot for sale or lease, which said sign shall have a surface area of all surfaces thereof totaling not more than sixteen (16) square feet, and the top of which shall be not more than five (5) feet above the ground level; provided, however, that such sign shall have been constructed and installed in a professional manner. Any such sign shall be kept clean and in good repair during the period of its maintenance on the said lot, and shall in no event be placed and maintained nearer than fifteen (15) feet from the front lot line. The provisions of this paragraph shall not apply to such signs as may be installed or erected on any lot by Declarant, or any builder which it may designate during the initial period of construction of houses, or during such periods as any residence be used as a model or for display purposes.

Section 18. Destruction of Building by Fire, etc.

Any debris resulting from the destruction in whole or in part of any dwelling or building on any lot shall be removed with all reasonable dispatch from such lot in order to prevent an unsightly condition.

Section 19. Landscaping.

Upon the completion of a residence on any of the lots the Owner thereof, (and the word "Owner", as used in this connection, is intended to mean the party who purchases a residence from the builder thereof, and each subsequent purchaser), shall cause the lot owned by him to be finish-graded and seeded or sodded and suitably landscaped as soon after the completion of construction as weather permits. The lot and the drainage ditch, if any, contiguous to each lot shall be kept free of weeds by the Owner thereof. Each Owner shall keep the landscaping and lawns on his lot well-maintained at all times, including both slopes and the top of the earthen berms located in The Subdivision to the extent such berms are located on his lot.

Section 20. Flood Plain.

a. No filling, grading, alteration or occupation of the 100 Year Flood Plain limits for the Johnson Drain, as shown on the recorded plat, will be allowed without the approval of the Michigan Department of Natural Resources. The 100 Year Flood Plain limits for the Johnson Drain vary from elevation 815.4 (N.G.V. datum) at the upstream plat limit to elevation 813.8 at the downstream plat limit.

b. All buildings used or capable of being used for residential purposes and occupancy shall have all floors, including basement floors, constructed a minimum of one foot above the upstream (815.4 N.G.V. datum) flood plain limit.

c. The restrictions and conditions imposed in this Paragraph 20 shall be observed in perpetuity and shall not be amended and are hereby excluded from the time limitation set for the duration of the other restrictions contained below in Section 3 of Article IX of this Declaration.

Section 21. Wetland Preservation Areas.

There shall be no filling, grading or alteration of any portion of the "wetland areas", as such areas are delineated on the recorded plat unless such filling, grading or alteration is first approved by the Michigan Department of Natural Resources.

ARTICLE VIII

RESTRICTIONS ON THE USE OF COMMON AREA AND THE JOHNSON DRAIN

Section 1. Motor Vehicles.

All vehicles propelled by a motor, other than those used for maintenance purposes, including but not limited to snowmobiles, all-terrain vehicles, motorcycles, mopeds, motor boats, automobiles, trucks and vans are expressly prohibited from operation or storage in the Common Area or in the Johnson Drain.

Section 2. Structures.

No raft, wall, building or structure may be constructed nor any development or improvement done on or in the Johnson Drain or along its shore line without the prior written consent and approval of Declarant, the Architectural Control Committee and all governmental agencies having jurisdiction.

Section 3. Pollution.

No Owner shall throw trash, refuse, or rubbish of any kind in the Common Area or the Johnson Drain. No substance of any kind may be discharged into the Johnson Drain without the prior written approval of both the Michigan Department of Natural Resources and Declarant.

Section 4. Dogs.

No Owner shall allow his dog to run loose in the Common Area or swim in the Johnson Drain.

Section 5. Use of Johnson Drain and Common Area.

All land embracing waters of the Johnson Drain is subject to the correlative rights of other riparian Owners and to the public trust in these waters. The Johnson Drain and the Common Area shall be used only for passive recreation. Golfing, swimming in the Johnson Drain and all active sports are prohibited. No Owner shall permit or suffer the use of the Johnson Drain or the Common Area for any commercial purposes. All activities on and in the Johnson Drain and in the Common Area shall be carried on in such a manner as not to be disturbing or offensive to other Owners. No fishing nets, firearms, air rifles, pellet

or BB guns, bows and arrows, sling shots or other weapons shall be used on or in the Johnson Drain or the Common Area.

Section 6. Wild Life.

No Owner shall permit or suffer the molestation or destruction of wild ducks, geese, birds or other harmless wild life on, in or over the Johnson Drain or the Common Area. However, fishing with rod is permitted in and along the Johnson Drain.

Section 7. Liability.

The Association shall maintain liability insurance in sufficient amounts for the purpose of protecting itself as well as the Owners, the Declarant and builders from the burden of liability resulting from accidents which may cause death or injury to anyone while in the Common Area, the Johnson Drain or on property under the jurisdiction or control of the Association.

Section 8. Published Rules.

The Declarant reserves the right to publish from time to time reasonable rules and regulations consistent herewith governing the use of the Common Area and the Johnson Drain, as well as other matters relating thereto.

ARTICLE IX GENERAL PROVISIONS

Section 1. Enforcement.

The Association, or any Owner, shall have the right to enforce, by any proceeding at law, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment.

The covenants and restrictions of this Declaration, other than those contained in Section 20 of Article VII, shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than eighty (80%) percent of the Owners and thereafter by an instrument signed by not less than seventy (70%) percent of the Owners. In addition Declarant, without the consent, vote, signature or approval of any Owner, the Association or any Members thereof, may amend, change or replace this Declaration as Declarant in its sole discretion deems necessary or desirable, including without limitation

for the purpose of adding residential lots and/or Common Area to the Association and making this Declaration apply to such lots and/or Common Area. Notwithstanding anything to the contrary, however, no such amendment change or replacement, whether by action of the Owners or by action of the Declarant, shall be effective to the extent the same in any way conflicts with the terms, conditions and requirements of either the open Space Agreement or the Maintenance Agreement (both of which Agreements are defined in Article II, above.)

Declarant's right to amend, change or replace this Declaration shall be permitted in perpetuity, notwithstanding an assignment of Declarant's rights and powers pursuant to Section 5 of this Article IX and notwithstanding the transition of control over the Association or its Board of Directors from Declarant to the Owners. Any amendment, change or replacement of this Declaration must be recorded with the Wayne County Register of Deeds.

Section 4. Annexation of Additional Lots and/or Common Area.

Declarant reserves the right at any time or times in the future to amend this Declaration by adding to it one or more additional subdivisions of land in the South 1/2 of Section 9 of the Township of Northville, hereafter developed and platted by Declarant or its assigns. Such additional subdivisions may or may not contain Common Area. Any such amendment(s) to this Declaration shall provide that the Owners of all residential lots in future added subdivisions shall be required to be Members of the Crestwood Manor Subdivision Association and shall be subject to the covenants, restrictions, easements, charges and liens set forth herein. Such amendment(s) shall also provide that the Common Area contained within The Subdivision and all future subdivisions shall be for the use and benefit of all Owners of lots in The Subdivision and all subdivisions added hereto. Additional lots and Common Area may be annexed to the Association by Declarant without the consent or approval of the Association or any of its Members or any Owner. Annexation by action of the Association shall require the consent of two-thirds (2/3rds) of its Members.

Section 5. Assignment or Transfer of Rights and Powers.

Declarant hereby reserves the unequivocal right to assign to the Association in whole or in part, from time to time, any or all of the rights and powers, titles, easements and estates hereby reserved or given to Declarant herein, including the right and power to approve or disapprove any use, act, proposed action, or any other matter or thing, except that Declarant's right to amend, change or replace this Declaration without the consent of the Owners as provided in Section of this Article IX may not be assigned. Any such permitted assignment or transfer shall be made by appropriate instrument, in writing, and such assignee shall thereupon have the same rights and powers, and be subject to the same obligations and duties as herein given and reserved to and assumed by Declarant in connection with the rights, powers, and easements so assigned, and such instrument, when executed by such assignee, shall without further act release said Declarant from all obligation, duties and liability in connection therewith.

Section 6. Deviations by Agreement with Developer.

Declarant hereby reserves the right to enter into agreements with the Owner of any lot or lots in The Subdivision, without the consent of Owners of other lots or adjoining or adjacent property, to deviate from any or all of the covenants set forth in this Declaration provided there are practical difficulties or particular hardships evidenced by the lot Owner. Any such deviation (which shall be manifested by an

agreement in writing) shall not constitute a waiver of any such covenant as to the remaining lots in The Subdivision. These deviations shall only be permitted by Declarant in his sole discretion to improve or maintain the quality and well being of The Subdivision.

Section 7. Transition of Association Board of Directors.

The Association By-Laws shall provide that the Board of Directors of the Association may be appointed by the Declarant until such time as eighty (80%) percent of the lots in The Subdivision have been sold to Owners, and thereafter shall be elected by the Owners. In the event that eighty (80%) percent of the lots in The Subdivision have been sold to Owners and the Owners are unwilling or unable to elect a Board of Directors who desire to serve as Directors, the Declarant reserves the right to grant to the Management Agent of the Association or to such other designee chosen by Declarant the right to appoint a Board of Directors composed of either Owners or non-Owners, or some combination thereof. The fee charged by the Management Agent or other designee and by the Directors shall be paid directly by the Association. The right of the Management Agent or other designee to appoint the Board of Directors shall continue until the first annual meeting at which the Owners are willing and able to elect a Board of Directors of Owners who desire to serve as Directors.

IN WITNESS WHEREOF, the undersigned, being all of the parties with an ownership interest in the lots in The Subdivision have caused these presents to be executed on this 27th day of April, 1990.

In the presence of:

Signature on File with Secretary

Joyce E. Kuhn

Signature on File with Secretary

Christine L. Gluszewski

CRESTWOOD OF NORTHVILLE LIMITED
PARTNERSHIP, a Michigan Limited
Partnership

By: BILTMORE PROPERTIES COPORATION
a Michigan Corporation,
General Partner

Signature on File with Secretary

By:

Andrew M. Coden
Its Vice President

National Bank of Detroit hereby consents to the foregoing Declaration of Restrictions and agrees that its mortgage shall be subject and subordinate to such Declaration of Restrictions.

In the presence of:

Signature on File with Secretary

Joyce E. Kuhn

NATIONAL BANK OF DETROIT, a
National Banking Association

Signature on File with Secretary

Christine L. Gluszewski

Signature on File with Secretary

By: Garry D. Boyer
Assistant Vice President

STATE OF MICHIGAN)) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 27th day of April, 1990 by Andrew M. Coden, Vice President of Biltmore Properties Corporation, a Michigan Corporation, General Partner on behalf of Crestwood of Northville Limited Partnership, a Michigan Limited Partnership.

Signature on File with Secretary

My Commission expires:
April 13, 1993

Joyce E. Kuhn, Notary Public
Oakland County, Michigan

STATE OF MICHIGAN)) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 27th day of April, 1990 by Garry D. Boyer, Assistant Vice President of National Bank of Detroit, a National Banking Association, on behalf of the Association.

Signature on File with Secretary

My Commission expires:
April 13, 1993

Joyce E. Kuhn, Notary Public
Oakland County, Michigan

This instrument drafted by, and after recording return to:

Andrew M. Coden, Esq.
2025 West Long Lake, Suite 104
Troy, Michigan 48098

**FIRST AMENDMENT TO RESTATED DECLARATION OF RESTRICTIONS
FOR CRESTWOOD MANOR SUBDIVISION**

WHEREAS, Crestwood of Northville Limited Partnership, a Michigan Limited Partnership, of 2025 West Long Lake Road, Suite 104, Troy, Michigan 48098, hereinafter referred to as the "Declarant", has previously established certain conditions, restrictions, covenants and agreements, hereinafter referred to as the "Declaration", for the benefit of all Owners of lots in Crestwood Manor Subdivision which is located in the Township of Northville, Wayne County, Michigan, more particularly described as:

Lots 1 to 102, both inclusive, of Crestwood Manor Subdivision, of part of the Southwest 1/4 of Section 9, T. 1 S., R. 8 E., Northville Township, Wayne County, Michigan, according to the Plat thereof as recorded in Liber 103 of Plats, Pages 70 through 75, both inclusive, Wayne County Records;

which Declaration is recorded on May 16, 1990 in Liber 24651, Pages 7 through 22, both inclusive, Wayne County Records; and

WHEREAS, Article IX, Section 3 of the Declaration provides that the Declaration may be amended during the twenty (20) year period commencing as of the date of recordation of the Declaration "by an instrument signed by not less than eighty (80%) percent of the Owners"; and

WHEREAS, Declarant and the other Owners executing this document desire to amend the Declaration as hereafter set forth; and

WHEREAS, as of the date hereof, Declarant and the other Owners executing this document in aggregate constitute at least eighty (80%) percent of the Owners governed by the Restrictions, according to the definition of "Owner" set forth in Article I, Section 2 of the Declaration;

NOW, THEREFORE, in consideration of the premises and the covenants, terms and conditions contained herein, the Declaration is hereby amended as follows:

1. Article II, Section 5, is hereby added to the Restrictions:

Section 5. Other Agreements

"This Declaration and the rights and obligations of each Owner of a lot which is located in The Subdivision shall in all cases be subject to any and all other agreements which in the future may be executed by the Declarant in connection with the improvement and/or maintenance of The Subdivision Common Areas or other property under the control of the Association."

2. Article V. Section 2 is hereby deleted in its entirety, and in lieu thereof, the following is inserted:

Section 2. Purpose of Assessments

"The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in The Subdivision and future subdivisions hereafter annexed, and in particular for the improvement and maintenance of the Common Area now or hereafter owned by the Association and facilities thereon, the storm water retention areas, walkways, bridges and other property under the control of the Association, including all subdivision entrances and including the landscaped traffic islands and water sprinkling systems located within the dedicated street right-of-ways in The Subdivision, for planting and maintenance of trees, shrubs and grass; for construction, operation and maintenance of recreational facilities; for caring for vacant lots; for providing community services; and for the protection of the Owners."

3. Article V, Section 11 is hereby deleted in its entirety, and in lieu thereof, the following is inserted:

Section 11. Failure of Association to Maintain Common Area

"In the event that the Association shall at any time fail to construct or maintain the Common Area and all other property under the control of the Association in reasonable order and condition, Northville Township may serve written notice upon the Association or upon the Owners setting forth the manner in which the Association has failed to maintain the Common Area or other Association property in reasonable condition, and said notice shall include a demand that deficiencies of maintenance be cured within a stated reasonable time period. If the deficiencies set forth in the notice or in any modification thereof shall not be cured within said reasonable time or any extension thereof, Northville Township, in order to preserve the taxable values of the properties within The Subdivision and to prevent the Common Area from becoming a public nuisance, may enter upon the Common Area or other Association property and maintain the same for a reasonable period of time. Said maintenance by Northville Township shall not constitute a taking of the Common Area or other Association property nor vest in the public any right to use the same. The cost of such maintenance, the cost of notices and hearings by Northville Township and other reasonable administrative costs and legal fees incurred by Northville Township shall be paid by the Association and may become lien on each lot in The Subdivision, on a pro-rata basis, to be assessed and collected as a special assessment on the next annual Northville Township tax, at the discretion of Northville Township, or said costs may be billed directly to the Association. If not paid by the Association, Northville Township may sue to collect said costs and fees and if litigation commences, the Association shall be required to pay, in addition to said costs, all court costs and attorney fees. Northville Township may, at the time of entering upon the Common Areas or other Association property for the purpose of maintenance, file a notice of lien upon the lots in The Subdivision in the office of the Register of Deeds for the County of Wayne."

4. The first sentence of Article VII, Section 2 is hereby deleted in its entirety, and in lieu thereof, the following is inserted:

"No dwelling shall be permitted on any lot unless, in the case of a one-story building, the living floor area thereof shall be not less than 1,900 square feet; in the case of a one and one-half story building or a two-story building, the living floor area shall be not less than

2,600 square feet; and in the case of a quad or tri-level building the living floor area thereof shall be not less than 2,300 square feet."

5. Article VII, Section 12 (i) is hereby deleted in its entirety, and in lieu thereof, the following is inserted:

"i. 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 (1) 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 12 (i) shall not apply to such lot."

6. The last sentence of the first paragraph of Article IX, Section 3 is hereby deleted in its entirety, and in lieu thereof, the following is inserted:

"Notwithstanding anything to the contrary, however, no such amendment change or replacement, whether by action of the Owners or by action of the Declarant, shall be effective to the extent the same in any way conflicts with the terms, conditions and requirements of either the Open Space Agreement, the Maintenance Agreement, or any other agreements which may in the future be executed by Declarant as described above in Article II, Section 5."

All conditions, restrictions, covenants and agreements set forth in the Declaration which are not herein specifically amended shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed on the 30th day of August 1990.

In the presence of:

CRESTWOOD OF NORTHVILLE LIMITED
PARTNERSHIP, a Michigan Limited Partnership

Signature on File with Secretary
Joyce E. Kuhn

By: BILTMORE PROPERTIES CORPORATION
a Michigan Corporation, General Partner

Signature on File with Secretary
Christine L. Gluszewski

By: Signature on File with Secretary
Andrew M. Coden
Its Vice President

National Bank of Detroit hereby consents to the foregoing First Amendment to Declaration of Restrictions.

In the presence of:

NATIONAL BANK OF DETROIT,
a National Banking Association

Signature on File with Secretary
Joyce E. Kuhn

Signature on File with Secretary
Carol Misner

In the presence of:

Signature on File with Secretary
Joyce E. Kuhn

Signature on File with Secretary
Carol Misner

By:
Signature on File with Secretary
Joyce E. Kuhn

Signature on File with Secretary
Teri Friedman

Signature on File with Secretary
Joyce E. Kuhn

Signature on File with Secretary
Carol Misner

Signature on File with Secretary
Joyce E. Kuhn

Signature on File with Secretary
Carol Misner

By: Signature on File with Secretary
Garry D. Boyer
Assistant Vice President

CURTIS/CRESTWOOD CO-PARTNERSHIP
a Michigan Co-Partnership, Co-Partner

By: CURTIS BUILDING COMPANY
a Michigan Corporation,

By: Signature on File with Secretary
Allen Menuck
Its President

By: THE CRESTWOOD COMPANY LIMITED
PARTNERSHIP, a Michigan Limited
Partnership, Co-Partner

BILTMORE LAND COMPANY, INC.
a Michigan Corporation,
General Partner

By: Signature on File with Secretary
Norman J. Cohen
Its President

GERISH CUSTOM HOMES,
a Michigan Co-Partnership

By: GERISH BUILDING CO., INC.
a Michigan Corporation, Co-Partner

By: Signature on File with Secretary
Arthur Gerish
Its President

By: CUSTOM CONSTRUCTION, INC.
a Michigan Corporation, Co-Partner

By: Signature on File with Secretary
Howard Ellias
Its President

STATE OF MICHIGAN)) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 30th day of August, 1990 by Andrew M. Coden, Vice President of Biltmore Properties Corporation, a Michigan Corporation, General Partner on behalf of Crestwood of Northville Limited Partnership, a Michigan Limited Partnership.

Signature on File with Secretary

My Commission expires:
April 13, 1993

Joyce E. Kuhn, Notary Public
Oakland County, Michigan

STATE OF MICHIGAN) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 31st day of August 1990 by Howard Ellias, President of Custom Construction, Inc., a Michigan Corporation, Co-Partner on behalf of Gerish Custom Homes, a Michigan Co-Partnership.

Signature on File with Secretary

My Commission expires:
April 13, 1993

Joyce E. Kuhn, Notary Public
Oakland County, Michigan

THIS INSTRUMENT DRAFTED BY AND AFTER RECORDING RETURN TO:

Andrew M. Coden, Esq.
2025 West Long Lake, Suite 104
Troy, Michigan 48098

**DECLARATION OF RESTRICTIONS
FOR CRESTWOOD MANOR SUBDIVISION NO. 2
AND
SECOND AMENDMENT TO RESTATED DECLARATION OF RESTRICTIONS
FOR CRESTWOOD MANOR SUBDIVISION**

WHEREAS, Crestwood of Northville Limited Partnership, a Michigan limited partnership, of 2025 West Long Lake Road, Suite 104, Troy, Michigan 48098, hereinafter referred to as "Declarant" has previously established certain restrictions pursuant to the Restated Declaration of Restrictions for Crestwood Manor Subdivision, hereinafter referred to as the "Original Restrictions" for the benefit of all Owners of lots in Crestwood Manor Subdivision ("Subdivision No. 1") located in the Township of Northville, Wayne County, Michigan, and more particularly described as:

Lots 1 to 102 inclusive, and Crestwood Manor Park, of Crestwood Manor Subdivision, part of the Southwest 1/4 of Section 9, T. 1 S., R. 8 E., Northville Township, Wayne County, Michigan, according to the Plat thereof, as recorded in Liber 103 of Plats, Pages 70 through 75, both inclusive, Wayne County Records; (Sidwell #77-035-99-0007-703 and #77-035-99-0015-701)

which original Restrictions are recorded in Liber 24651, Pages 007 through 022, both inclusive, Wayne County Records; and

WHEREAS, the Declarant has previously amended the Original Restrictions and established certain other restrictions pursuant to the First Amendment to Restated Declaration of Restrictions for Crestwood Manor Subdivision, hereinafter referred to as the "First Amendment", which First Amendment is recorded in Liber 24842, Pages 245 to 250, both inclusive, Wayne County Records. The Original Restrictions as amended by the First Amendment are hereinafter referred to as the "Restrictions"; and

WHEREAS, the Declarant is the Owner in fee simple of Crestwood Manor Subdivision No. 2 ("Subdivision No. 2"), located in the Township of Northville, Wayne County, Michigan described as:

Lots 103 to 168, inclusive, and Crestwood Park East of Crestwood Manor Subdivision No. 2, part of the Southwest 1/4 of Section 9, T 1 S., R. 8 E., Northville Township, Wayne County, Michigan, according to the Plat thereof, as recorded in Liber 107 of Plats, Pages 94 through 97 both inclusive, Wayne County Records; and

WHEREAS, Article IX, Section 3 of the Restrictions provides that "Declarant, without the consent, vote, signature or approval of any Owner, the Association or any Members thereof, may amend, change or replace [the Restrictions] as Declarant in its sole discretion deems necessary or desirable, including without limitation for the purpose of adding residential lots and/or Common Area to the Association and making [the Restrictions] apply to such lots and/or Common Area"; and

WHEREAS, Article IX, Section 4 of the Restrictions provides that "Declarant reserves the right at any time or times in the future to amend [the Restrictions] by adding to it one or more additional subdivisions of land in the South 1/2 of Section 9 of the Township of Northville, hereafter developed and platted by Declarant or its assigns"; and

WHEREAS, Declarant desires to make the Restrictions applicable to each lot located within Subdivision No. 2, which is entirely located within the South 1/2 of said Section 9, and desires to establish additional restrictions applicable to Subdivision No. 2;

NOW, THEREFORE, in consideration of the premises and the conditions, restrictions, covenants, agreements, easements, charges and liens contained herein, the Restrictions are hereby amended and additional conditions, restrictions, covenants, agreements, easements, charges and liens are hereby established as follows:

1. Except as modified below, all of the conditions, restrictions, covenants, agreements, easements, charges and liens, and the recitals, set forth herein and in the Restrictions, excepting and excluding Section 20 of Article VII of the Restrictions which is hereby replaced as to all lots in Subdivision No. 2 by the provisions set forth below in Paragraph 6, c), are hereby made applicable to each and every lot in Subdivision No. 2 and to its Crestwood Park East.
2. Except as stated below, all of the conditions, restrictions, covenants and agreements, easements, charges and liens, and the recitals, set forth in the Restrictions and herein, shall continue to be applicable to each and every lot in Subdivision No. 1 and to its Crestwood Manor Park.
3. The Restrictions provide for the creation of the Crestwood Manor Subdivision Association (the "Association"). The Association is now in existence. Membership in the Association, and payment of the Association assessments set forth in the Restrictions, is mandatory for each and every Owner of a lot in Subdivision No. 1 and shall be mandatory for each and every Owner of a lot in Subdivision No. 2.
4. Crestwood Manor Park located within the Subdivision No. 1 and Crestwood Park East located in Subdivision No. 2 are reserved for the use and enjoyment of each of the Owners of lots located either in Subdivision No. 1 or in Subdivision No. 2. Each such Park is "Common Area" as such term is used in Section 3 of Article I of the Restrictions.
5. Declarant or its assigns shall convey the Common Area in Subdivision No. 2 to the Association prior to the conveyance by Declarant of any lot or lots in Subdivision No. 2.
6. The following provisions are added to the Restrictions:
 - a) Subdivision Open Space Agreement.

The restrictions and the rights and obligations of each Owner of a lot which is located in Subdivision No. 1 or Subdivision No. 2 shall in all cases be subject to two separate Agreements (collectively, the "Open Space Agreement") between Declarant and the Charter Township of Northville, one of which was recorded in connection with Subdivision No. 1 in Liber 24609, Pages 938 to 946, both inclusive, Wayne County Records, and one of which may in the future be entered into and recorded in Wayne County Records in connection with Subdivision No. 2. The Open Space Agreement imposes certain obligations on the Association and the Owners regarding the Common Area.

b) Maintenance Agreement.

The restrictions and the rights and obligations of each Owner of a lot which is located in Subdivision No. 1 or Subdivision No. 2 shall in all cases be subject to two separate agreements (collectively, the "Maintenance Agreement") between the Declarant and the Township of Northville, one of which was recorded in connection with Subdivision No. 1 in Liber 24503, Pages 673 to 677, both inclusive, Wayne County Records and one of which may in the future be entered into and recorded in Wayne County Records in connection with Subdivision No. 2. The Maintenance Agreement imposes certain obligations on the Association and the Owners regarding the maintenance of the storm water systems located in Subdivision No. 1 and Subdivision No. 2.

c) Flood Plain.

i) No filling, grading, alteration or occupation of the 100 Year Flood Plain limits for the Johnson Drain, as shown on the recorded plat of Subdivision No. 2, will be allowed without the approval of the Michigan Department of Natural Resources. The 100 Year Flood Plain limits for the Johnson Drain vary from elevation 814.4 (N.G.V. datum) at the upstream plat limit to elevation 812.9 at the downstream plat limit.

ii) All buildings in Subdivision No. 2 used or capable of being used for residential purposes and occupancy shall have all floors, including basement floors, constructed a minimum of one foot above the upstream (814.4 N.G.V. datum) flood plain limit.

iii) The restrictions and conditions imposed in this Paragraph 6. c) shall be observed in perpetuity and shall not be amended and are hereby excluded from the time limitation set for the duration of the other restrictions contained in Section 3 of Article IX of the Restrictions.

d) Easements.

Private easements for public utilities have been granted and reserved on the plat of Subdivision No. 2. Without limiting the use of these easements by other permitted parties and utilities, the Detroit Edison Company is specifically granted the right of access to and from these easements reserved for public utilities for the purpose of constructing, reconstructing, modifying, adding to, operating and maintaining utility line facilities consisting of poles, guys, anchorst wires, manholes, conduits, pipes, cables, transformers and accessories. Accordingly, no buildings or other permanent structures shall be placed in the easement areas without the prior written consent of Detroit Edison Company and all municipalities and governmental authorities having jurisdiction. Detroit Edison Company shall be permitted to trim, cut down, remove or otherwise control any trees, bushes, branches and roots within the easement (or that could grow into the easement) and remove structures and fences in the easement area which Detroit Edison Company believes could interfere with the safe and reliable construction, operation and maintenance of Detroit Edison Company's facility. No trees, plant life, structures and fences shall be planted, grown, or installed within eight (8') feet of the front door and

within two (2') feet of the other sides of transformers and switching cabinet enclosures. Detroit Edison Company shall not be responsible for damages to or removal of trees, plant life, structures and fences placed in front of transformer doors within such required clearance areas. Prior to the installation by Detroit Edison Company of its subdivision utility facilities, Declarant shall grade the easement area to within four (4") inches of the final grade shown on the approved Master Grading Plan of Subdivision No. 2. following grading by the Declarant, each Owner shall, to the extent the easement is located on his lot, maintain this grading elevation. Each Owner shall be responsible to reimburse Detroit Edison Company for any repairs required as a result of damage caused to Detroit Edison Company's utility facilities by the Owner or by the Owner's agents, contractors or invitees.

e) Any residence built on Lots 147, 148 and 149 shall front on Rolling Woods Circle, and not on Curtis Avenue. No direct vehicular access shall be permitted between any such lot and Curtis Avenue.

f) Neither any Member of the Board of Directors of the Subdivision nor Declarant shall be personally liable to any Owner, Member or other party, for the damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the Board of Directors, the Declarant or any other representatives or employees of the Declarant, the Board of Directors or the Association.

7. Article III, Section 3 of the Restrictions and Paragraph 9 of the Open Space Agreement (described in Article II, Section 3 of the Restrictions and recorded in Liber 24609, Pages 938 through 946, both inclusive, Wayne County Records) each reserve a right for Declarant to grant easements through the Common Area. Declarant hereby relinquishes all of its rights set forth in said paragraphs. Each of said paragraphs is hereby declared to be void and of no further force or effect.

8. The Restrictions and the provisions hereof shall be applicable to the present and future Owners of lots located in Subdivision No. 1 or in Subdivision No. 2. All lots located in Subdivision No. 1 or in Subdivision No. 2 shall be used, held and/or sold expressly subject to the conditions, restrictions, covenants, agreements, easements, charges and liens set forth in the Restrictions and as provided herein, which conditions, restrictions, covenants, agreements, easements, charges and liens shall be incorporated by reference in all deeds of conveyance and contracts for the sale of said lots and shall run with the land and be binding upon all grantees and assigns and their respective heirs, personal representatives, successors and assigns.

9. All conditions, restrictions, covenants, agreements, easements, charges and liens in the Restrictions which are not herein specifically amended shall continue in full force and effect.

10. The invalidity of any of the conditions, restrictions, covenants, agreements, easements, charges and, liens in the Restrictions or herein shall not affect the remaining portions thereof or hereof, and in such event the Restrictions as amended hereby shall be construed as if such invalid portion had not been contained therein or herein.

CONSENT OF MORTGAGEE

D & N BANK, fsb, whose address is 3331 W. Big Beaver Road, Suite 306, Troy, MI 48084, mortgagee of portions of Crestwood Manor Subdivision No. 2, pursuant to a Mortgage recorded at Liber 27473, Page 102, Wayne County Records, consents to the foregoing Restated Declaration of Restrictions and agrees that its Mortgage shall be subordinate and subject to the foregoing Declaration of Restrictions.

WITNESSES:

D & N BANK, fsb

Signature on File with Secretary

Larry K. Kustra

Signature on File with Secretary

By: _____

Alan R. Giever

Signature on File with Secretary

Mark Hofstad

Its: Executive Vice President

STATE OF MICHIGAN)

SS

COUNTY OF OAKLAND)

The foregoing was acknowledged before me this 5th day of January, 1995, by Alan R. Giever, Executive Vice President of D & N Bank, fsb, on behalf of said entity.

Signature on File with Secretary

Kathleen Mansfield

Notary Public

Oakland County, Michigan

My Commission expires: 2/7/96

