

**The Ravines of Northville
Declaration of Covenants, Conditions and Restrictions**

(Recorded with Wayne County Register of Deeds, Liber 29816, Page 4292.0, 3/27/98)

This Declaration of Covenants, Conditions and Restrictions ("Declarations") made this 6th day of March, 1998 by **FAIRCHILD DEVELOPMENT CO., INC.**, a Michigan Corporation whose address is 44899 Centre Court, Suite 107, Clinton Township, Michigan 48043 (herein sometimes referred to as "Developer").

Recitals:

A. Developer is developing certain real property located in Northville Township, Wayne County, State of Michigan, which is described on Exhibit A attached hereto and made a part hereof (the "Property"), as a planned open space residential subdivision, known as the Ravines of Northville.

B. Developer desires to: promote the proper use and appropriate development and improvement of the Property; protect the owners of the Property against improper use of surrounding lots, as may depreciate the value of the Property; guard against the construction of buildings with improper or unsuitable materials; promote adequate and reasonable development of the 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 project 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, reservations 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.

**ARTICLE I
DEFINITIONS**

Section 1.01 "Association" shall mean Ravines of Northville Homeowner Association, a Michigan non-profit corporation to be formed by Developer for the purposes described herein, and its successors and assigns.

Section 1.02 "Boulevard Islands" shall mean the boulevard islands located within the roads within the Subdivision.

Section 1.03 "Common Areas" shall mean those portions of the Subdivision for the common use and enjoyment of the Owners, which are designated on the recorded plat as Parks, Open Space Areas, Boulevard Islands, Entrance Way and Perimeter Fence Improvements, or any easements for sidewalks, community walkways, bicycle paths, access paths, pedestrian plazas, storm water detention facilities or open space areas, and any improvements constructed within the foregoing areas for the common use and enjoyment of the Owners, including storm drainage, retention and detention facilities and Irrigation Improvements.

Section 1.04 "Developer" shall mean Fairchild Development Co., Inc., a Michigan corporation, its successors and assigns.

Section 1.05 "Entrance Way and Perimeter Fence Improvements" shall mean any entrance way monuments, landscaping and related improvements, and any perimeter landscaping or fencing installed by Developer within the Subdivision.

Section 1.06 "Irrigation Improvements" shall mean any irrigation systems and related facilities, including meters and back-flow protectors, installed by Developer within any of the Common Areas and easement areas within the Subdivision.

Section 1.07 "Lot" shall mean each unit of land designated for residential use and the construction thereon of a single family dwelling, as identified on the recorded plat for the Subdivision.

Section 1.08 "Member" shall mean a member of the Ravines of Northville Homeowners Association.

Section 1.09 "Open Space Community Development Agreement" shall mean the Open Space Community Development Agreement entered into between Developer and the Township of Northville, and recorded in the Wayne County Records.

Section 1.10 "Owner" or "Lot Owner" shall mean the holder or holders 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," or "Lot Owner", as the context dictates, shall not include any mortgagee or any other person or entity having an interest in a Lot merely as security for the performance of an obligation, unless and until such mortgagee or other person or entity shall have acquired fee simple title to such Lot by foreclosure or other proceeding or conveyance in lieu of foreclosure. If more than one person or entity owns fee simple title to a Lot, or in the event any Lot is subject to a land contract, then the interests of all such persons or entities, and the interest of the land contract seller and purchaser, collectively shall be that of one Owner.

Section 1.11 "Parks" shall mean all private Parks which are identified in the Plat recorded by Developer with respect to the Subdivision.

Section 1.12 "Property" shall mean that certain real property described on Exhibit A attached hereto and previously made a part hereof, as the same may be amended.

Section 1.13 "Storm Water Drainage Facilities" shall mean all storm water drainage facilities located on the Property, including but not limited to any storm water detention basin located within the Parks, storm sewer lines, manhole covers, and storm water drainage grates.

Section 1.14 "Storm Drainage System Maintenance Agreement" shall mean the Storm Drainage System Maintenance Agreement Discharge To Wayne County Storm Sewer System entered into between the Township and Developer and pertaining to the construction, maintenance, operation and repair of the Storm Water Drainage Facilities.

Section 1.15 "Subdivision" shall mean Ravines of Northville Subdivision pursuant to the plat recorded by Developer with respect to the Property.

Section 1.16 "Township" shall mean the Charter Township of Northville.

Section 1.17 "Wetlands" shall mean those portions of the Property, if any, which are designated as wetlands and/or as wetland conservation easements on the recorded plats for the Property and/or which are designated as such by any other governmental unit or agency having jurisdiction over the Property.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

The 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 as the same may be amended.

ARTICLE III
HOMEOWNERS ASSOCIATION

Section 3.01 Creation and Purposes. Developer shall form a non-profit corporation in accordance with the Michigan Non-Profit Corporation Act, Act No. 162 of the Public Acts of 1982, as amended, which shall be known as Ravines of Northville 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 this Declaration and in the Articles of Incorporation and By-Laws of the Association.

The purposes of the Association shall be to maintain the Common Areas, including, without limitation, the maintenance, repair and operation of the Parks, and all sidewalks, bike paths and pedestrian paths installed by Developer within the Subdivision, for the common use of all residents and Owners, and to arrange for the provision of services and facilities of common benefit, and in general to maintain and promote the desired character of the Subdivision.

Section 3.02 Membership. Developer and every Owner of a Lot shall be a Member of the Association. Every Owner shall become a Member commencing on the date on which said Owner is conveyed fee simple title to said Lot, or, if applicable, the date on which a land contract purchaser enters into a land contract to purchase said Lot. All membership rights and obligations shall be deemed a part of and may not be separated from, the ownership of any Lot.

Section 3.03 Voting Rights. The Association shall have two (2) classes of Voting Members, which are as follows:

- (a) Class A Members shall consist of all Owners 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 held by more than one person or entity, all such persons or entities shall be Members and jointly shall be entitled to only one vote per Lot. Where a Lot has been sold pursuant to a land contract, the purchaser under said land contract shall be entitled to the vote for said Lot. 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 notify the Association in writing of the person entitled to exercise such vote. In the event any multiple Owners fail to provide such notice to the Association within thirty (30) days prior to the date set for a meeting, the Owner whose name first appears on record title shall be deemed to be the Member authorized to vote on behalf of all the multiple Owners and any vote cast in person or by proxy by said Owner, or the failure of said Owner to vote, shall be binding upon all such multiple Owners.
- (b) Developer shall be a Class B Member. In order to assure the orderly development and maintenance of the Common Areas, the Class B Member shall be entitled to three (3) votes for each Lot owned by Developer in the Subdivision. Class B membership shall terminate as to any Lots owned by Developer at the time any such Lot is sold and 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 and the Open Space Community Development Agreement. In the event there exists any conflict between the provisions contained within the Association's Articles of Incorporation and By-Laws, the provisions contained within this Declaration, and the provisions contained within the Open Space Community

Development Agreement, the provisions of the Open Space Community Development Agreement shall control, followed in priority by the provisions of this Declaration, and then the Articles of Incorporation and By-Laws.

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 or its designated representative shall be the sole Director until such time as fee simple title to one hundred (100%) percent of the Lots within the Subdivision 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 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 COMMON AREAS AND IMPROVEMENTS

Section 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 Parks and other Common Areas for the purposes provided herein. Each Member's easement and right to use the Common Areas shall be deemed a part of, and shall pass with title to, every Lot, regardless of whether such easement is specifically referenced in the deed conveying such Lot.

In addition, the Common Areas shall be used subject to the following general provisions:

- (a) There shall be no activity within any Wetlands except as 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 any and all maintenance and/or easement agreements which are now or hereafter entered into by and between Developer and/or the Association and the Township with respect to the Property or any portion thereof, and any amendments to such agreements.
- (c) The Association shall have the right to establish rules and regulations as the Board of Directors may deem necessary or desirable for the safe, orderly and convenient operation and use of the Common Areas and the improvements, equipment and facilities located thereon.
- (d) The Association shall have the right to suspend the voting rights of any Member for any period during which any assessment against such Member's Lot is delinquent.

Section 4.02 Parks. The Association shall be responsible for the maintenance and preservation of the Parks, subject to the ordinances, rules and regulations of governmental entities having jurisdiction over the Parks, the provisions of this Declaration and the Open Space Community Development Agreement, and any maintenance agreements and/or easements entered into between Developer and any governmental entity with respect to any portion of the Parks. The Parks may be used for storm water detention, recreation and open space purposes only, and no structures or improvements shall be installed within the Parks, other than bike and pedestrian paths and similar improvements and improvements and structures which are necessary for the proper functioning of the storm drainage improvements within the Park. No internal combustion engine-operated vehicle or machines of any kind, including without limitation, snowmobiles, motorcycles or all-terrain vehicles shall be allowed on or within the Parks, except maintenance vehicles or machinery necessary to maintain and preserve the Parks. The Association shall have the right to establish additional rules and regulations with respect to the Parks as the Board of Directors may deem necessary or desirable to insure the proper preservation and functioning of the Parks, provided such additional rules and regulations are consistent with the Open Space Community Development Agreement.

Section 4.03 Boulevard Islands. The Association shall be responsible for the installation, maintenance, repair and replacement of all signage, landscaping and Irrigation Improvements that are within the Boulevard Islands, subject to the ordinances, rules and regulations of any governmental agencies having jurisdiction over tile streets and rights-of-way within the Subdivision, and subject to any maintenance agreements entered into between Developer and the Township, and/or any governmental entity having jurisdiction. The Association shall have the

right to establish rules and regulations as the Board of Directors may deem necessary or desirable for the maintenance, upkeep and beautification of all Boulevard Islands in order to insure an aesthetically pleasing appearance for the benefit of all Owners within the Subdivision.

Section 4.04 Entrance Way and Perimeter Fence Improvements: Irrigation Improvements. The Association shall be responsible for the maintenance and repair of all Entrance Way and Perimeter Fence Improvements and all Irrigation Improvements installed by Developer within the Subdivision. The Association shall have the right to establish rules and regulations as the Board of Directors may deem necessary or desirable for the maintenance, upkeep and beautification of all such improvements in order to insure an aesthetically pleasing appearance for the benefit of all Owners within the Subdivision.

Section 4.05 Sidewalks, Bike Paths and Pedestrian Trails. The Association shall be responsible for the maintenance and repair of all sidewalks, bike paths and pedestrian pathways installed by Developer within the Subdivision. Such maintenance obligations shall include the removal of snow and debris from all sidewalks and bike paths, and the performance of any repairs necessary to maintain such bike paths and sidewalks in a clean and safe condition. The Association shall at all times keep in full force and effect, comprehensive, public liability and property damage insurance with respect to all sidewalks, bike paths and other Common Areas with limits as deemed appropriate by the Board of Directors. The Association shall indemnify and hold harmless the Township, from and against any and all claims for injuries and/or damages arising out of the use or maintenance of the sidewalks, bike paths, or trails except those claims arising from the negligence or willful misconduct of the Township, its agents or employees.

Section 4.06 Title to Common Area. At such time as the Association has been formed and organized, the Developer may, in its discretion, convey to the Association title to the Common Areas. In any event, Developer shall convey to the Association title to the Common Areas at or before such time fee simple title in ninety-five (95%) percent of the Lots within the Subdivision have been sold and conveyed Developer. The Association shall thereafter hold title to the Common Areas for the benefit of the Owners. The foregoing conveyance shall be subject to the Owners' easement of enjoyment and any easements received, dedicated or granted by Developer as identified in the recorded plat for the Subdivision, the Open Space Community Development Agreement and any other maintenance and/or easement agreements entered into with the Township or other governmental entity prior to the date of conveyance.

Section 4.07 Common Area Easements. Developer and the Association, their agents and representatives, shall have a perpetual easement for reasonable access to the Common Areas at all reasonable times for purposes of maintenance, repair, operation and improvement thereof.

Section 4.08 Street Trees. Developer shall be responsible for installing two (2) street trees for each Lot of the Subdivision within the street right-of-way three (3) street trees for each corner lot pursuant to Township ordinance. In the event site conditions, the location of public or private utilities or other factors on any particular Lot prohibit the installation of a street tree within the street right-of-way, such street tree shall be installed on the Lot within ten (10') feet of the street right-of-way line. Developer shall be responsible for replacing any street trees on a particular Lot which are diseased, dead or dying within eighteen (18) months after such street trees' installation. Following the expiration of such eighteen (18) month period, Developer may assign its street tree replacement obligations to the Association, in which event Developer shall have no further obligation with respect thereto.

Section 4.09 Storm Water Drainage Facilities. The Association shall be responsible for the maintenance and repair of the Storm Water Drainage Facilities, in accordance with the ordinances, rules and regulations of any governmental entities having jurisdiction over the Storm Water Drainage Facilities, this Declaration and the Storm Drainage System Maintenance agreement and/or any other maintenance agreements entered into between Developer and any governmental entity with respect to the maintenance, upkeep and repair of the Storm Water Drainage Facilities. Any storm water detention basins located within the Parks shall be used only for storm water detention and open space purposes. No improvements or structures shall be installed within the storm water detention basins other than improvements and structures which are necessary for the proper functioning of the storm water detention basins. The Association shall have the right to establish additional rules and regulations with respect to the preservation and

upkeep of the Storm Water Drainage Facilities as the Board of Directors may deem necessary or desirable to insure the continued proper operation of the Storm Water Drainage Facilities.

Section 4.10 Storm Drainage System Maintenance Agreement. Developer and the Township have entered into the Storm Drainage System Maintenance Agreement, which is incorporated herein by reference. Upon the recording of this Declaration, the Association will be committed to (i) the perpetual maintenance, operation, improvement, and repair and replacement of the Storm Water Drainage Facilities; (ii) the payment of all costs and expenses in connection with the maintenance, operation, improvement, repair and replacement of the Storm Water Drainage Facilities; and (iii) the duty to levy appropriate and sufficient assessments (both annual and special) to defray such costs and expenses.

Section 4.11 Storm Water Drainage Facilities Easement. The Township, its employees, agents, independent contractors, successors and assigns, are hereby granted an irrevocable license to enter, only to the extent necessary, upon and across the Property at any time for the purpose of inspecting, repairing, maintaining, removing, installing, reinstalling and constructing the Storm Water Drainage Facilities. Notwithstanding any of the foregoing, the license granted pursuant to this shall not entitle the Township, its employees, agents, independent contractors, successors and assigns, to do any act or thing or exercise any power which would interfere with or disturb the use or enjoyment, future or otherwise, of Developer or its successors in interest, including, but not limited to, the Lot Owners and/or the Association.

Section 4.12 Action by the Township. In the event the Association fails or refuses to provide the necessary care, maintenance, operation, inspection, repair, improvement, installation, construction or management of the Storm Water Drainage Facilities, as provided for in Section 4.09 above, the Township shall have the right to enter the Property and take any necessary corrective action, and shall have the right to assess all costs, expenses and charges for the same against the Lot Owners and/or Association. The Lot Owners and the Association, their successors and assigns shall be jointly and severally liable for each such Lot Owner's proportionate share of the costs and expenses incurred by the Township to discharge such responsibilities. Such costs, expenses and charges shall be due and owing upon written demand and notice by the Township to the Association at the last known address of the Association filed with the Township's Clerk and to the address of the Lot Owners as set forth in the existing tax rolls. Such notice shall be sent by first class mail, postage prepaid and a proof of service of said mailing shall be evidence of the Township's compliance of the notice requirement contained herein. In addition to the other methods of collection, the Township shall have the right to place such assessments on the Township tax rolls of the Property and the Lots constituting the Subdivision and collect the same in the same manner as any property tax or assessment. The foregoing shall not be the exclusive right or remedy of the Township and the right and remedies provided to the Township by statute, ordinance, agreement or this Declaration shall be preserved.

ARTICLE V
COVENANTS FOR MAINTENANCE AND CAPITAL CHARGES

Section 5.01 Creation of the Lien and Personal Obligation for Assessments. Each Owner of a Lot other than Developer, by accepting title to 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 Owner's 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 Section 6.28 of this Declaration; and
- (b) special assessments for capital improvements, to be established and collected as set forth below; and
- (c) special assessments against Lots and Owners for the maintenance of Owners' Lots, to be established and collected as set forth in Section 5.05(b) 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 attorneys' fees) which are described below, shall be a lien on the Lot against which they are made and all improvements thereon. Each such assessment, together with interest thereon, and the costs of collection thereof, in addition to constituting a lien on such Lot and improvements, shall also constitute a joint and several personal obligation of the person or persons who was/were the Owner(s) 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 Subdivision; (ii) preserving, improving, landscaping and maintaining the Common Areas; (iii) maintaining the Parks; (iv) providing services and facilities for the benefit of residents of the Subdivision; (v) maintaining, beautifying and improving the streets, parkways, rights-of-way, entrances, sidewalks, walkways, bicycle paths, and other common improvements within the Subdivision; and (vi) discharging any taxes, insurance premiums and mortgage installments relating to the Parks and other Common Areas.

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. In the event the actual costs, expenses and obligations of the Association exceed the amount projected, the Board of Directors of the Association shall have the right to levy against each Lot such additional assessments as may be necessary to defray such costs, expenses and obligations.
- (b) Within thirty (30) days following the beginning of each fiscal year of the Association, 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. Any annual assessment may not be increased by an amount in excess of twenty-five (25%) percent of the annual assessment for the preceding year without the affirmative vote of sixty (60%) percent of the total combined Class A and Class B votes, cast in person or by proxy at a meeting of Association Members called for such purpose. The quorum requirements for such meeting shall be the same as those specified in Section 5.04 below. Each Owner shall pay said assessment within thirty (30) days from the date said written statement is mailed. Assessments not paid within said thirty (30) day period shall be deemed delinquent and interest shall accrue on delinquent assessments at the interest rate established by resolution of the Association's Board of Directors, which interest rate shall not exceed the highest rate allowed by law.
- (c) Any Owner who acquires a Lot from Developer or from a person or entity exempt from the payment of assessments under Section 5.07 below, shall pay to the Association, on the date said Lot is conveyed to the Owner, an amount equal to the prorated balance of any annual assessment and special assessment, if any, established for the then current assessment period, based upon the number of days remaining in the then current assessment period from the date of conveyance. For each fiscal year thereafter, such Owner shall be liable for any and all assessments levied in accordance with this Article V.
- (d) The fiscal year of the Association shall be established in the manner set forth in the Association's By-Laws.

- (e) The Association's 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 interest rate established by resolution of the Association's Board of Directors, which interest rate shall not exceed the highest rate allowed by law.

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 reduced to sixty (60%) percent of all then authorized votes present, 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 of the Association shall be fixed and established at the same rate for all Lots within the Subdivision.
- (b) In addition to the assessments otherwise authorized in this Article V, the Association, following written request from Developer or the Association, may levy a special assessment against one or more specific Lots, for the purpose of maintaining and caring for the surface thereof and any plantings, landscaping or other vegetation located thereon. A special assessment for such purposes shall not be levied except in compliance with the following procedures:
 - (i) The Developer or 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 hereinbelow.
 - (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 Lot Owner of the offending Lot.
 - (iii) The Lot Owner shall have a period of not less than thirty (30) days from the date said Lot Owner receives the above referenced notice to commence the required work.
 - (iv) If the Lot 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 Lot 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 Lot 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 interest rate established by the Association's Board of Directors, which interest rate shall not exceed the highest rate allowed by law.

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 title 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.

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 or by a person or entity exempt from the payment of assessments under Section 5.07 (b) below, 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 regular assessment and special assessment, if any. Notwithstanding the foregoing, however, any Lots owned by Developer shall not be exempt from assessments by the Township 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; provided, however, that any exemption established by this Section 5.07(b) shall cease and terminate as to any Lot in the event construction is not commenced within two (2) years from the date the Lot is acquired by such builder, developer or real estate company.

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 become 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 is not 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 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. In addition, the Association shall have the right to suspend the voting rights of any Member for any period during which any assessment against such Member's Lot is delinquent.

Section 5.10 Action by the Township. In the event the Association fails at any time to maintain the Common Areas in reasonable order and condition, the Township may serve written notice upon the Association, setting forth the manner in which the Association has failed to maintain the Common Areas in reasonable order and

condition, and such notice shall include a demand that deficiencies of maintenance be cured within thirty (30) days of the notice. The Association may, within fourteen (14) days from the date of the notice, request a hearing to appeal the Township's determination, before the board authorized by the Township Board to hear such appeals. In the event the Association request such a hearing, a hearing shall be held within a reasonable time after receipt of the Association's request. At such hearing, the terms of the original notice may be affirmed, modified or reversed. If the deficiencies set forth in the original notice, or any modification thereof, are not cured within such thirty (30) day period or any extension thereof, the Township, in order to prevent the applicable areas from becoming a nuisance, may enter upon the Common Areas and perform the required maintenance to cure the deficiencies. The Township's cost to perform any such maintenance, including an administration fee of twenty five (25%) percent of the Township's costs, shall be assessed equally against each Lot and collected in the same manner as general property taxes.

ARTICLE VI GENERAL RESTRICTIONS

Section 6.01 Land and Building Use Restrictions. All Lots shall be used for private 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 an attached private garage containing not less than two (2) nor more than four (4) parking spaces for the sole use of the Lot 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 Developer.

Section 6.02 Dwelling Quality and Size. It is the intention and purpose of this Declaration to insure that all dwellings constructed on the Lots 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 two thousand four hundred (2,400) square feet; (ii) for two-story dwellings (including, but not limited to, bi-levels and tri-levels), not less than three thousand two hundred (3,200) square feet.

Section 6.03 Building and Garage Location. Except as provided in Section 6.04, all buildings and structures shall be located on each Lot within the building envelope for such Lot identified in the Final Preliminary Plat for the Subdivision which was approved by the Township on July 2, 1996. All buildings and structures shall otherwise be located in accordance with the Township's requirements set forth in its zoning ordinance, as the same may be amended from time to time. All dwellings shall utilize side entry garages. Where side entry garages on adjacent Lots face each other, a fifty-six (56) foot side setback must be provided between the two structures. In no event shall Developer or any Owner have the right to seek from the Township's Board of Zoning Appeals, a variance from the foregoing requirements pertaining to the location of building envelopes and/or the side setback for side entry garages.

Section 6.04 Lot Size. The minimum size for each Lot shall be the Lot size established for said Lot in the recorded plats of the 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 - to 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, aprons 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. Plans for driveways, pavement edging or markers must be approved by Developer in writing prior to commencing any construction in accordance with such plans.

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 Lot Owner may, with the written approval of Developer and the Township, take such steps as shall be necessary to remedy such condition, subject to the provisions of Section

6.28 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 a Lot Owner in such manner as to cause damage to other property.

Section 6.07 Building Materials. Exterior building materials shall be stone, brick, wood, wood shake shingles, vinyl siding or any other material blending with the architecture and natural landscape which is approved by Developer, provided that the front, rear and side elevations shall be at least fifty (50%) percent stone or brick. Aluminum siding may be used for architectural relief only, and in no event shall aluminum siding exceed twenty (20%) percent of the front elevation. Windows and doors shall not be included in calculating the total area of visible exterior walls.

Section 6.08 Home Occupations, Nuisances and Livestock. No home occupation, profession or commercial activity that requires members of the public to visit the Lot Owner's home or requires commercial vehicles to travel to and from the Lot Owner's home shall be conducted in any dwelling located on a Lot 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 any Lot or premises 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 Township. 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 diseases or noxious insects shall be introduced or maintained upon any part of a Lot.

Section 6.10 Temporary Buildings, Damaged Dwellings and Reconstruction. No trailer, mobile home, van, 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 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 the 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 a Lot Owner, or said Lot Owner's agents, servants, employees or independent contractors, in erecting any building or structure on said Lot Owner's Lot shall be restored by said Lot 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, as amended, and all other applicable statutes, ordinances, rules and regulations of all governmental agencies having jurisdiction over such activities.

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. Lot Owners shall be responsible for the maintenance of public rights-of-way located between their lot lines and edges of street pavements on which said Lots abut.

Section 6.14 Tree Removal. The removal of trees located within a Lot shall not be permitted unless such tree removal is in compliance with the Township's Tree and Woodland Protection Ordinance and all other applicable municipal ordinances, and approved by Developer. Prior to the commencement of construction, each Lot Owner shall submit to Developer for its approval, a plan for the preservation of trees in connection with the construction process, which plan shall comply with Section 2.17 of the Open Space Community Development Agreement. It shall be the responsibility of each Lot Owner to maintain and preserve all large trees on his Lot, which responsibility includes welling trees, if necessary.

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.

Section 6.16 Vehicle 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 sales and construction trailers, 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 rearmost 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. Fences enclosing swimming pools approved by the Association under Section 6.21 shall be permitted if approved by the Association. In addition, no fence, wall, structure, planting or obstruction shall be erected, established or maintained on any corner within a triangular area formed by the street lines and a connecting line which is at a point twenty-five (25) feet from the intersection of such street lines, which shall have a height that is more than two (2) feet; provided however, shade trees with wide branches which are at least eight (8) feet above ground shall be permitted within such area. In no event shall chain link fences be permitted on any Lot.

Section 6.19 Landscaping and Grass Cutting. Upon completion of a residential dwelling on any Lot, the Lot Owner thereof shall cause such Lot to be finish graded, seeded or sodded and suitably landscaped as soon after such completion as weather permits, and in any event within six (6) months from the date of completion. When weeds or grass located on any Lot exceed six (6) inches in height, the Lot Owner shall mow or cut said weeds and grass over the entire Lot except in wooded areas, and Wetlands. If said Lot Owner fails to mow or cut weeds or grass within ten (10) days after being notified in writing, the Developer or the Association 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 builder who owns Lots for resale in the ordinary course of business shall be exempt from the foregoing restrictions contained in this Section 6.19. Upon conveyance of any Lot by Developer or a builder to a Lot 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 restrictions contained in this Section 6.19.

Section 6.20 Motorized Vehicles. No trail bikes, motorcycles, snowmobiles or other motorized recreational vehicles shall be operated on any Lot or in any Common Areas.

Section 6.21 Swimming Pools, Tennis Courts and Other Structures. No swimming pools, tennis courts, outdoor whirlpools, hot tubs, or other recreational structures shall be constructed on any Lot unless approved by the Developer or the Architectural Control Committee referred in Article VII below. No above-ground swimming pool shall be permitted. The construction of any swimming pool or other recreational structure which has been approved in writing by the Architectural Control Committee 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 Developer or the Architectural Control Committee, shall be screened from any street lying entirely within the Subdivision, by wall, solid fence, evergreen hedge or other visual barrier as approved in writing by Developer or the Architectural Control Committee and in compliance with all laws and governmental regulations and ordinances pertaining thereto.

Section 6.22 Lawn Fertilization. Any fertilizer used on any Lot shall be phosphate free and no chemical fertilizers shall be used on any Lot. The Township may require Township approval prior to the use of any fertilizer on any 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 specifications showing the design, size, materials, message and proposed location(s) have been submitted to, and approved in writing by, Developer, with the exception of: (i) non-illuminated signs which are not more than four (4) 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 four (4) square feet in area pertaining only to a garage sale conducted on the premises, which garage sale and sign placement shall not exceed three (3) days. The foregoing restrictions contained in this Section 6.23 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 purposes.

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 or radio antennae 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 Lot Owner of each Lot and the occupants of any portion of the Property shall keep all buildings and grounds in good condition and repair.

Section 6.26 Real Estate Sales Office. Notwithstanding anything to the contrary contained in this 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. No Wetlands shall be modified in any manner by any person or entity other than Developer or its authorized representatives unless a permit for such modification has been issued by the Township, if required by the Township's ordinances, and any other governmental unit or agency having jurisdiction over the Wetlands within the Property.

Section 6.28 Easements. Easements for the construction, installation, maintenance and replacement of public utilities, Storm Water Drainage Facilities, sanitary sewer, storm sewer, water supply facilities, sidewalks, bicycle paths and ingress and egress are indicated on the recorded plats for the Subdivision. 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. Developer and its successors and assigns shall have access over each Lot for the maintenance of all improvements in, on, over and/or under any easement which burdens such Lot, without charge or liability for damages. Except as may otherwise be provided in this Declaration, the Storm Drainage System Maintenance Agreement or in any maintenance agreement made between Developer and any municipal or governmental authority, each Owner 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. Each Owner 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, contractors, invitees and/or licensees.

Section 6.29 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 outside the boundaries of the Property.

ARTICLE VII
ARCHITECTURAL CONTROLS FOR LOTS

The provisions contained in this Article VII shall apply exclusively to the Lots located in the Subdivisions, and shall not apply to any Condominium Units located in the Condominium Subdivisions.

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

Section 7.02 Submission of Plans. All plans, specifications and other related materials with respect to a Lot 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 materials 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 therefor, 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 Lot Owners and make suggestions based upon its review of preliminary sketches. Prospective builders and Lot Owners 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 VIII within thirty (30) days from the date submitted shall constitute disapproval 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 Committee, 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 vendee) of any Lot(s) (without the consent of grantees or vendees 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.

Section 7.03 Architectural Control Committee. At such time as the fee simple interest in ninety-five (95%) percent of the Lots in the Subdivisions have been conveyed by Developer, or, at such earlier time as Developer may elect, Developer shall delegate and assign all of its rights, duties and obligations as set forth in Article VI, to a Committee representing the Owners, 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 the 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 interested parties. All members of the Architectural Control Committee shall be Owners. If Developer assigns its rights and obligations under Article VI to an Architectural Control Committee, said Committee shall consist of no less than three (3) Owners and no more than five (5) Owners, to be appointed by Developer. Developer may transfer his right to appoint members of the Architectural Control Committee to the Owners or the Association. Until such time, however, Developer reserves the right to appoint and remove members of the Committee in its sole discretion. If, at the time Developer delegates to the Architectural Control Committee Developer's rights, duties and obligations under Article VI, Developer continues to own any Lots within the Subdivision, and/or Developer has not completed the construction of any Common Area improvements that Developer has elected to construct within the Subdivision, Developer shall retain the right to approve all plans, specifications and other related materials and to otherwise exercise any rights, duties and obligations under Article VI, with respect to such Lots and Common Area improvements.

ARTICLE VIII **GENERAL PROVISIONS**

Section 8.01 Amendment. The covenants, conditions, restrictions and agreements of this Declaration after a final plat or master deed for any portion of the 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 other portion of the Property, including mortgagees and others), at any time prior to the sale of the first Lot in the Subdivision, subject to the approval of the Township if such approval is required. In addition, provided that Developer has an ownership interest in all, or any part, of the Property, Developer, without the consent of any other Owner or any other person or entity whatsoever (whether or not any such person or entity shall now or hereafter have an interest in any Lot, or other 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.

In addition, Developer, without the consent of any other Owner or any other person or entity whatsoever may, at any time, amend this Declaration to add additional land to the Property and/or to add additional phases to the Subdivision, in which event the covenants, conditions, restrictions and agreements of this Declaration shall apply to such additional land and/or phases and lots therein, except as may be otherwise specified in the amendment required by Developer.

In addition to the foregoing, at any time following the date on which a Lot has been sold and conveyed by Developer, the covenants, conditions, restrictions and agreements of this Declaration, may be amended by a written instrument signed by: (i) the Owners of seventy-five (75%) percent of the total Lots within the Subdivision; and (ii) Developer, in the event Developer then continues to own any Lots, or any other portion of the Property. Notwithstanding the foregoing, any and all such amendments shall be subject to the approval of the Township if such approval is required.

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 in the Subdivision and (ii) Developer, in the event Developer then continues to own any Lots, or any other portion of the Property.

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, restrictions, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by Developer, the Association or any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver thereof or a waiver of any right to enforce the same at any time thereafter.

Section 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 proceeding 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 judgment 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 Notices. Each Owner shall file the correct mailing address of such Owner *with Developer* and shall promptly notify Developer in writing of any subsequent change of address. Developer shall maintain a file of such addresses and make the same available to the Association. A written or printed note deposited in the United States Mail, postage prepaid and addressed to any Owner at his last known address shall be sufficient and proper notice to such Owner, wherever notices are required in this Declaration.

Section 8.07 Number and Gender. As used in this Declaration, any gender shall include any other gender, the plural shall include the singular and the singular shall include the plural, whenever appropriate.

Section 8.08 Execution of Additional Documents. Each of the *Owners*, at no expense to Itself, hereby agrees, at the request of Developer or the Association, to perform such further acts and execute all such further documents as may be required or desirable in the sale discretion of Developer or the Association, to carry out the purposes; of this Declaration.

Section 8.09 Assignment of Developer's Rights. Subject to Article VII, Developer shall have the right to assign all of its rights and obligations under this Declaration, including the power to approve or disapprove any act, use or proposed action, to any other person or entity or to the Association. Any such assignment shall be made by appropriate instrument in writing duly recorded in the office of the Wayne County Register of Deeds.

IN WITNESS WHEREOF, the undersigned has, hereunto set its hand this 6th day of March, 1998.

FAIRCHILD DEVELOPMENT CO., INC., a Michigan corporation

By: Paul Henderson, Secretary

WITNESSES: Kathleen Morsello and Pauline Benvenuti

STATE OF MICHIGAN)
) SS
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this 6th day of March, 1998 by Paul a. Henderson, Secretary, on behalf of Fairchild Development Co., Inc., a Michigan Corporation.

Paula Benvenuti, Notary Public
Oakland County Michigan (Acting in Macomb)
My Commission Expires: 7/13/99

Courtesy of The DiMora Team