

FIRST AMENDED AND RESTATED
 DECLARATION OF RESTRICTIONS,
 CONDITIONS AND COVENANTS

Woods of Edenderry No. 1
 and
 Woods of Edenderry No. 2

Township of Northville, Wayne County, Michigan
 Adopted: Effective as of May 24, 1995

Woods of Edenderry No. 1 Plat Recorded in Liber 108, Pages 23-31 et seq., Wayne County Records. Woods of Edenderry No. 2 Plat Recorded in Liber 109, Pages 61-64, Wayne County Records.

THIS FIRST AMENDED AND RESTATED DECLARATION of Restrictions, Conditions and Covenants is effective as of the date above set forth by Cambridge Development, L.L.C., a Michigan limited liability company (the "Developer"), having an address at 17162 Stonebrook Drive, Northville, Michigan 48167.

WITNESSETH:

WHEREAS, the Developer is the developer of a certain subdivision of land located on land in the Township of Northville, Wayne County, Michigan, as described in Exhibit A attached hereto, known as Woods of Edenderry No. 1, a Subdivision created pursuant to the plat there of as recorded in Liber 108, Pages 23 through 31, Wayne County Records ("Woods of Edenderry No. 1");

WHEREAS, the Developer has recorded a Declaration of Restrictions, Conditions and Covenants effective as of May 24, 1995 in Liber 28122, Pages 035 through 058, Wayne County Records (the "Declaration");

WHEREAS, the Developer is the owner of certain land adjacent to Woods of Edenderry No. 1, which lands are described in Exhibit B attached hereto, and the Developer desires to create a subdivision to be known as Woods of Edenderry No. 2 ("Woods of Edenderry No. 2") (Woods of Edenderry No. 1 and Woods of Edenderry No. 2 are also referred to individually as "Subdivision" and collectively as the "Subdivisions");

WHEREAS, the Developer may wish in the future to add additional subdivisions adjacent to Woods of Edenderry No. 1 and Woods of Edenderry No. 2 to this Declaration and desires to provide for such amendments herein;

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WHEREAS, the Developer desires to amend and restate the Declaration to provide for the preservation and enhancement of the property values and amenities in the Subdivisions and all future subdivisions and for the maintenance of certain common areas, as hereinafter defined, in the Subdivisions, and to subject the Subdivisions and the common areas situated in each of them to the easements, covenants and restrictions, charges and liens set forth herein, each and all for the benefit of the Subdivisions and each owner therein;

WHEREAS, the Developer has deemed it desirable for the efficient preservation of the values and amenities in the Subdivisions to create one legal entity to own, maintain and administer the Common Areas; to collect and disburse the assessments and charges hereinafter created; and to promote the recreation, health, safety, welfare, common benefit and enjoyment of the Lot Owners, as hereinafter defined); and

WHEREAS, the Developer agrees to complete all improvements shown on the plats for the Subdivisions as approved by the Township of Northville.

NOW THEREFORE, the Developer hereby declares that the Subdivisions and all existing or future lots therein shall be held, sold and conveyed subject to the following restrictions, conditions and covenants, which shall run with the Subdivisions and each lot therein and shall be binding upon and insure to the benefit of all parties having any right, title or interest in the Subdivisions or any part thereof, their heirs, successors and assigns.

ARTICLE I

DEFINITIONS

As used in this Declaration the following terms shall have the meanings specified below:

The "Developer" means the entity identified in the Preamble.

The "Subdivisions" means Lots 1 through 41 inclusive of Woods of Edenderry No. 1 and Lots 42 through 63 inclusive of Woods of Edenderry No. 2.

"Lot" means a lot in either of Woods of Edenderry No. 1 or Woods of Edenderry No. 2.

"Lot Owner" or "owner" means the beneficial owner(s) of a Lot (i.e., the holder of fee simple title or, if a Lot is sold on land contract, the vendee(s) under the land contract). Unless the context expressly requires, the Developer shall be deemed to be a Lot Owner of a Lot owned by the Developer for the purpose of Article II.

The "road" means the roads and cul-de-sacs designated on the plats of the Subdivisions.

"Structure" means any dwelling, building, garage, driveway, parking area, gazebo, shed, fence, wall, swing set or other playground apparatus, or any other improvement or structure of a permanent or substantial nature.

The "Association" or the "Homeowners Association" means the homeowners association described in Article IV below.

The "Township" means the Township of Northville, Michigan, or its successors.

"Dwelling" means the home and all attached structures including without limitation, garages and decks.

ARTICLE II

RESTRICTIONS AND REQUIREMENTS

No structure shall be erected, constructed or permitted to remain on any Lot unless the Structure has been approved by the Developer in accordance with Section A of this Article and also complies with the remaining restrictions and requirements of this Article, unless any non-compliance has been waived pursuant to Section F of this Article. Furthermore, any construction or maintenance activities for or on any Structure or Lot shall be performed strictly in accordance with the restrictions and requirements of this Article.

A. Review Procedure; Submission Requirements.

1. The Developer intends that all Structures on any Lot or otherwise within the Subdivisions shall be designed, developed and constructed so as to be harmonious, complimentary and dignified, so that the Subdivisions provide a refined and exclusive environment of the highest architectural, construction and aesthetic standards. To assure such standards, the Developer hereby reserves the right to approve, disapprove and otherwise pass upon the design, appearance, construction or other attributes of any Structure proposed to be erected or maintained on a Lot, and no Structure shall be permitted or allowed with respect to a Lot unless the same has received in writing the approval of the Developer pursuant to the terms and conditions of this Article.

2. There shall be a two step submittal process for obtaining the approval of the Developer for any Dwelling to be erected, constructed, maintained or rebuilt on any Lot or in any other part of the Subdivisions. The Developer's approval in writing of each of the submittals must be obtained before construction of any Dwelling may be started. The Developer may in its discretion waive any required procedure to expedite the review procedure.

(a) The first step shall be application for "Concept Approval." In connection with seeking Concept Approval, the Lot Owner or his or her

representative shall submit (i) a topographic survey of the Lot prepared by a registered engineer or surveyor, showing existing grades and the location of all trees having a diameter at ground level of three (3") inches or more; (ii) a conceptual site plan showing the location of all proposed Structures on the Lot; (iii) a conceptual floor plan, and (iv) conceptual front and rear elevation drawings of the proposed dwelling, including a description of colors and types of exterior materials. Concept Approval shall be deemed to have been granted when the Developer has approved all of the foregoing submissions.

(b) The second step shall be application for "Final Approval." In connection with seeking Final Approval, the Lot Owner or his or her representative shall submit (i) all prints, plans, and other matters submitted or required to be submitted to the Township to procure a building permit; (ii) a dimensioned site plan sealed by registered engineer showing setbacks, existing and proposed elevations, and all trees on the Lot having a diameter at ground level of three (3") inches or more, including an indication as to which trees are to be removed; (iii) complete building plans sealed by a registered architect; (iv) a construction schedule specifying completion dates for foundations, rough-in, and the Dwelling as a whole; (v) a list of exterior materials and colors, including samples if not already submitted; and (vi) any other materials reasonably required by the Developer. Final Approval shall be deemed to have been granted when the Developer has approved all of the foregoing submissions. No approval shall be effective unless given by the Developer in writing. If a Dwelling or other improvement or any aspect or feature thereof is not in strict conformity with the requirements or restrictions set forth in this Article, the nonconformity shall be permitted only if the Developer specifically approves or waives the nonconformity in writing.

3. Complete written plans for any Structure other than a Dwelling shall be submitted to the Developer prior to installation or construction. Such plan shall contain sufficient detail to enable the Developer to pass upon its suitability for the Subdivisions. The Developer shall approve or disapprove in writing plans submitted under this paragraph within ten (10) business days of receipt of the plans.

4. A complete landscape plan must be submitted to the Developer prior to completion of the Dwelling. Such plan shall contain sufficient detail to enable the Developer to pass upon its suitability for the Subdivisions and to determine if the proposed landscaping complies with the requirements set forth in Section B, paragraph 5 below.

5. No alteration, modification, substitution or other variance from the designs, plans, specifications and other submission matters which have been approved by the Developer shall be permitted or suffered on any Lot unless the owner thereof obtains the Developer's written approval for such variation. So long as any such variance is minimal, the owner need not go through the entire submittal process again, but in any event the owner must submit sufficient information (including materials samples and the like) as the

Developer, in its sole discretion, determines is required to permit the Developer to decide whether or not to approve the variance. The Developer's approval of any variance must be obtained irrespective of the fact that the need for the variance arises for reasons beyond the owner's control (e.g., material shortages or the like).

6. In making any of the written submissions contemplated in this Article, the owner shall cause two (2) copies thereof to be submitted to the Developer. One copy shall be returned to the owner after the Developer has approved or disapproved the submission, and one (1) copy shall be retained by the Developer for its files.

7. As of the effective date of this Declaration, Mark F. Guidobono and Eric G. Guidobono shall be the agents who evaluate and render decisions on behalf of the Developer with respect to matters submitted to the Developer pursuant to this Declaration. No approval, waiver of other action to be taken by the Developer shall be effective unless approved by Mark F. Guidobono or Eric G. Guidobono or an agent designated in writing by either of them. No Lot Owner may rely on any approvals, waivers or other decisions granted by any other person, including other employees of the Developer. No agent, employee, consultant, attorney or other representative or adviser of or to the Developer shall have any liability with respect to decisions made, actions taken or opinions rendered relative to matters submitted to the Developer under this Declaration.

8. The Developer reserves the right to assign, delegate or otherwise transfer its rights and powers of approval as provided in this Declaration, including without limitation an assignment of such rights and powers to the Architectural Control Committee described in Article III below or to any mortgagee.

B. Restrictions and Requirements.

The following restrictions and requirements shall apply to every Lot in the Subdivisions, and no Structure shall be erected, constructed or maintained on any Lot which violates such restrictions and requirements, except to the extent any non-conformity has been waived by the Developer pursuant to Section F of this Article:

1. Each ranch style Dwelling (determined to be such by the Developer) must have a minimum livable floor area of two thousand five hundred (2,500) square feet; each bi-level style Dwelling (determined to be such by the Developer) having a master bedroom on the first (1st) floor must have a minimum livable floor area of three thousand (3,000) square feet; and each colonial style dwelling must have a minimum livable floor area of three thousand (3,000) square feet. For purposes of this paragraph, garages, patios, decks, open porches, entrance porches, terraces, basements, lower levels, storage sheds and the like shall be excluded in determining the livable floor area, whether or not they are attached to the Dwelling. Enclosed porches shall be included in determining the livable floor area only if the roof of the porch forms an integral part of the roof line of the main Dwelling.

2. No Structure shall be placed, erected, altered or located on any Lot nearer to the front, side or rear lot line than is permitted by the ordinance of the Township at the time the same is erected. In addition, any Dwelling or building shall meet the following setback requirements of the Developer which are stricter than those required by the Township:

- (a) A minimum of fifty (50') feet from the front lot line;
- (b) A minimum of fifty (50') feet from the rear lot line; and
- (c) A minimum of eight (8') feet from each side lot line; and
- (d) A minimum of (25') feet spacing between Dwellings.

The Developer shall have the right (but not any obligation) to permit setbacks less than those set forth above if, in its sole discretion, the grade, soil or other physical conditions on a Lot justify such a variance and the setbacks conform to those set forth in the Township zoning ordinances. In addition, each Dwelling shall be oriented on the Lot to face the road on which it is located. The Developer shall have the right (but not any obligation) to permit Dwellings to be orientated other than set forth above if, in its sole discretion, the grade, soil or other physical conditions or aesthetic reasons justify such a variance and such is permitted by the ordinances of the Township.

3. The exterior of all buildings must be primarily brick or stone (no yellow or green brick shall be allowed). No aluminum or vinyl siding may be used on any Dwelling, building or other Structure. No texture 1-11 may be used on the exterior of any Structure. No exterior brick may be painted without the prior written approval of the Developer. In connection with applying for such approval, the Lot Owner shall submit such paint and brick samples as the Developer may request to assist it in determining whether or not to approve the painting of exterior brick.

4. All driveways shall be paved with asphalt or concrete, and shall be completed prior to occupancy, or as soon as weather permits thereafter. No front entrance garages shall be erected or maintained, and all garages shall be attached to the Dwelling. The Developer shall have the sole and conclusive authority to determine what constitutes a front entrance garage.

5. Each Lot must be landscaped within the time limits set forth in paragraph 4 of Section C of this Article in accordance with a landscaping plan approved by the Developer. The reasonable value of the landscaping surrounding a Dwelling, as reflected in the landscaping plan to be approved by the Developer pursuant to Section A of this Article, shall be not less than twelve thousand five hundred (\$12,500.00) dollars, excluding landscape architectural fees. The Developer shall have the right to determine the reasonable value of the proposed landscaping. After landscaping has been installed, the Lot

Owner shall maintain it in a good and sightly condition consistent with the approved landscaping plan. If, at the time of conveyance from Developer, construction of a Dwelling on the Lot has commenced or has been completed, but the landscaping has not been completed, the Developer may, in its sole discretion, require the purchaser of the Lot to place into escrow with the Developer a deposit equal to the reasonable cost of installing the landscaping for the Lot pursuant to the approved landscaping plan, but in any event not less than seven thousand five hundred dollars (\$7,500.00). If, at the time of conveyance from Developer, construction of a Dwelling has not been commenced on the Lot, the Developer may, in its sole discretion, at the time plans are submitted to the Developer for approval of the Dwelling, require the owner of the Lot to place into escrow with the Developer a deposit equal to the reasonable costs of installing the landscaping for the Lot, but in any event not less than seven thousand five hundred dollars (\$7,500). All landscape deposits made shall be released to the owner upon completion of the landscaping pursuant to an approved landscape plan. To the extent that the deposit earns interest, the interest shall be paid to the owner of the Lot at such time as the landscaping of the Lot has been completed pursuant to the approved landscaping plan; provided, the Developer shall not be required to maintain the deposit in an interest bearing account or to otherwise generate a return on the deposit. Each landscape plan must at a minimum provide for planting of three four (4) inch diameter trees.

6. No above ground swimming pools are allowed. The size, configuration, location and appearance of any in-ground swimming pool shall be subject to the Developer's prior written approval, which may be withheld in the Developer's sole discretion.

7. No fence, wall or hedge of any kind shall be erected or maintained on any Lot without prior written approval of the Developer. No fence, wall or hedge, if approved, shall be located nearer to any front lot line than is permitted for Dwellings under paragraph 2 above. No fence, wall or hedge shall be maintained or erected which blocks or hinders vision at street intersections. No chain link fences shall be permitted on any Lot. Notwithstanding the foregoing, a temporary fence, wall or hedge may be erected on a Lot on which a model Dwelling is located provided that it is removed once the Dwelling ceases to be used as a model Dwelling.

8. No metal flues shall be installed or maintained for any purpose, including without limitation for fireplaces, furnaces, water heaters or stoves; provided, however, the Developer may approve metal flues for fireplaces only, at the rear of a Dwelling, not visible from the street, and provided that such flu has either a face brick or dryvit material on the exterior surfaces of the chimney; under no circumstances will wood chimneys be allowed.

9. No outside radio, television aerial, antenna, satellite dish or other reception or transmission device shall be placed, constructed, altered or maintained on any Lot without

the prior written consent of the Developer, which the Developer may withhold in its sole discretion.

10. Dog kennels or runs or other enclosed shelters for permitted animals must be an integral part of the approved Dwelling and must be approved by the Developer and the Township relative to the location and design of fencing or other Structures. Any such kennel or run must be kept in a clean and sanitary condition at all times.

11. All driveways must be at least two (2') feet from the side of the Lot.

12. No single-level flat roofs shall be permitted on the entire main body of any Dwelling or other Structure. Flat roofs may be installed over Florida rooms, porches or patios, and tasteful flat roofs may be installed on multiple levels of a dwelling, but only if approved by the Developer. The minimum pitch of any roof shall be 8/12 (vertical/horizontal) unless the Developer agrees (in writing) to permit a lesser pitch.

13. Basketball hoops or backboards may be permitted with the prior written approval of the Developer and only in the back or side of a dwelling or garage, and then only if appropriately screened by landscaping or otherwise so as not to be visible from the road.

14. No signs, including "for rent", "for sale", architect, builder, contractor, landscaper, landscape architect or other signs shall be erected or maintained on any Lot except as follows:

(a) With prior written approval by the Developer during the construction of a dwelling, a sign may be erected to identify the Lot number of the Lot and the name of the builder. The Developer may withhold approval in its sole discretion. The size, location, color, and content of any sign permitted by the Developer shall be as specified by the Developer, and may include the Developer's logo.

(b) A street address sign may be erected in connection with the construction of a Dwelling on a Lot. The size, content, location and color of the sign shall be specified by the Developer.

15. No external air conditioning unit shall be placed in or attached to a window or wall of any Structure. No compressor or other component of an air conditioning system, heat pump, or similar system shall be visible from the road, provided, however, that with respect to a newly constructed Dwelling or a newly installed air conditioning system, heat pump or similar system, the owner shall be afforded a reasonable opportunity (but in no event more than one hundred twenty (120) days) to install landscaping for purposes of screening said air conditioning system, heat pump or similar system before there shall be deemed to be a violation of this provision. To the extent reasonably possible external components of an air conditioning system, heat pump or like system shall be located so as to minimize any disruption or negative impact thereof on adjoining Lots in the Subdivisions in terms of noise or view. The Developer shall have conclusive authority to determine whether a system complies with the foregoing requirements.

16. The Developer shall select and approve a standard mailbox for use throughout the Subdivisions. Any and all replacement mailboxes must substantially conform to the originally approved mailbox.

C. Restrictions and Requirements Relative to Construction Activities.

The developer hereby reserves the right to establish and enforce such rules and regulations relative to the performance of construction activities within the Subdivisions (whether or not in connection with the construction, repair or maintenance of a residential or other Structure) as the Developer determines to be appropriate in order to maintain the tranquility, appearance and desirability of the Subdivisions. Unless waived by the Developer in writing, the following restrictions and requirements shall apply to any construction activities within the Subdivisions:

1. All construction activities must be started within twelve (12) months of the time specified in the construction schedule submitted to and approved by the Developer pursuant to Section A of this Article. Prior to commencement of construction the owner must obtain all permits or approvals required by the Township.

2. Once commenced, all construction activity shall be carried out with reasonable diligence, and the exterior of all Dwellings and other Structures must be completed as soon as practical after construction commences and in any event within twelve (12) months after such commencement, except where such completion is impossible or would result in exceptional hardship due to strikes, fires, national emergencies or natural calamities.

3. Except in case of an emergency involving the risk of human life, physical injury or substantial property damage, no construction activities shall be carried on within the Subdivisions between the hours of 7:00 p.m. and 7:00 a.m. on any day, nor at any time on a legal holiday, whether or not done indoors; provided, construction activities may be permitted on a legal holiday with the prior written permission of the Developer; which permission the Developer may grant or withhold in its sole discretion. Construction activities shall be deemed to exclude general repair work performed solely by the owner of a Lot.

4. Except as provided in paragraph 13 of Section D of this Article, all landscaping must be completed as soon as possible but, in any event, within one hundred twenty (120) days after initial occupancy of the Dwelling or, in the case of speculative or unsold homes, within one hundred twenty (120) days after the exterior of the Dwelling has been (or with due diligence should have been) substantially completed.

5. The following requirements shall apply to the construction of Structures within the Subdivisions (unless the same are specifically waived, in whole or in part, by the Developer, in writing), which requirements shall be in addition to and not in lieu of other requirements set forth in this Declaration or established pursuant to the terms of this Declaration:

(a) No Structure shall be constructed on any Lot in the Subdivisions unless prior to the commencement of construction the owner and the general contractor or

builder enter into an agreement acceptable to the Developer whereby they agree to: (i) maintain a dumpster or other form of trash receptacle on the Lot during the course of construction; (ii) deposit all trash, garbage, scraps and other disposable items therein; (iii) keep the Lot in a sightly and clean condition during the course of construction; (iv) remove from the Lot the dumpster and all trash, garbage, scraps or other debris arising during construction activities and otherwise restore the Lot to a sightly and clean condition promptly after completion of construction; and (v) to the extent possible, keep all dirt, mud and other debris from accumulating on any road during and after construction, including by cleaning or sweeping the road at intervals specified by the Developer and by cleaning the road again upon completion of construction. The Developer shall have the authority to determine whether or not an owner or an owner's general contractor or builder is in compliance with the foregoing requirements and obligations.

(b) If for any reason the Developer does not require the execution of such an agreement, each owner of a Lot and the general contractor or builder of any Structure on a Lot shall nevertheless observe and perform the requirements and obligations set forth in this paragraph.

(c) The Developer shall have the right to require an owner or any general contractor or builder retained by an owner to post as security for its obligations hereunder a deposit in the amount of one thousand five hundred (\$1,500.00) dollars. Such requirements may be made as a condition precedent to the commencement of construction or may be imposed by the Developer at any subsequent time. The deposit shall be held by the Developer and need not be segregated by the Developer, although the Developer shall maintain separate records with respect to the disposition thereof. In no event shall interest be payable with respect to the deposit, whether or not the Developer earns interest thereon.

(d) In the event that the owner, general contractor or builder fails to observe or perform any responsibility or obligation under this paragraph or under any agreement called for in this paragraph, the Developer shall have the right (but not any obligation) to enter upon the Lot and correct or rectify such failure, including by installing or relocating a dumpster, disposing of debris and sweeping or otherwise cleaning the road. The Developer shall be entitled to be reimbursed by the Lot Owner and the general contractor or builder for all costs incurred by the Developer in connection with correcting or rectifying such failure, which reimbursement may be deducted from the aforementioned deposit or may be billed by the Developer to the Lot Owner, which bill shall be payable by the Lot Owner within five (5) days after the submission thereof.

(e) The Developer intends to provide as much advance notice as is reasonably feasible (but in no event more than five (5) days advance notice) prior to taking any corrective or rectifying action under this paragraph which would entail an expense in excess of two hundred fifty (\$250.00) dollars. If dirt, mud or debris accumulates on a road and could be attributable to construction activities on more than one Lot, the Developer shall have the right in its sole discretion to determine

the extent to which the same is attributable to each Lot, and to apportion the cost of and responsibility for cleaning, sweeping or otherwise removing the mud or debris among the relevant Lots.

(f) The dumpster required under this paragraph shall be located so that it is as unobtrusive as reasonably possible.

6. No trees measuring three (3") inches or more in diameter at ground level may be removed without the prior written approval of the Developer. Prior to commencement of construction, each Lot Owner shall submit to the Developer for its written approval, a plan for the preservation of trees in connection with the construction process. Tree protection measures on a Lot by Lot basis will be in accordance with the procedures and guidelines of the Township Building Department. Any trees measuring three (3") inches or more in diameter at ground level which are removed or destroyed in the construction process, either intentionally or accidentally, shall be replaced with trees of the same sort and size unless the Developer waives such requirement in its sole discretion. It shall be the responsibility of each owner of a Lot to maintain and preserve all such trees on the Lot, which responsibility shall include welling trees, if necessary.

7. Vacant Lots and Lots on which construction has been commenced shall be mowed or cut on a regular basis during the growing season.

D. Additional Restrictions and Regulations; Easements.

In addition to the restrictions or regulations specified above, the restrictions and regulations set forth in paragraphs 1 through 13 below shall apply to each Lot in the Subdivisions and any owner or occupant thereof.

1. Upon sale or conveyance to individual purchasers, all Lots in the Subdivisions shall be used only for single family residential purposes. For the purposes of this Declaration, a "single family" shall be deemed to include a Lot Owner, a Lot Owner's spouse and the Lot Owner's children, but shall not include multiple family units, even if one or more members of each family have an ownership or other interest in the Lot. Except as specifically permitted herein, no Dwelling shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family dwelling, the height of which shall not exceed two and a half (2 1/2) stories. The Developer shall have the sole and conclusive authority to determine what constitutes two and a half (2 1/2) stories in height for the purpose of the preceding sentence. Each Dwelling shall include an attached garage, and may include such outbuildings or other accessory Structures as the Developer may approve in writing. No part of any Dwelling or other Structure shall be used for any activity normally conducted as a business, trade or profession; provided, however, this prohibition shall not apply to (a) maintaining a personal professional library (b) keeping personal records or transacting personal business, or (c) participating in personal, business or professional telephone calls or correspondence.

2. No Structure of a temporary character shall be placed upon any Lot at any time; provided, however, that this prohibition shall not apply to shelters approved by the

Developer and used by a contractor during the construction of Subdivision improvements or a Dwelling. No such temporary shelter shall be used at any time as a residence or be permitted to remain on a Lot after substantial completion of construction of the Dwelling.

3. No mobile home, trailer, house or camping trailer, tent, shack, tool storage shed, barn, tree house or other similar Structure shall be placed on any Lot at any time, either temporarily or permanently.

4. No trailers, trucks, pick-up trucks, boats, boat trailers, aircraft, commercial vehicles, campers or other recreational vehicles or other vehicles except passengers cars, passenger vans and minivans, shall be parked or maintained on any Lot unless in a suitable private garage which is built in accordance with the restrictions set forth herein. No abandoned, inoperable or seldom used passenger cars, passenger vans or minivans shall be parked or maintained on the driveway of any Lot for any extended period of time, it being intended that only vehicles in active use will be parked on driveways or otherwise maintained outside of a private garage. No off-road or all terrain motorcycles, snowmobiles or like vehicles designed primarily for off-road use shall be maintained or operated in the Subdivisions.

5. Each owner shall maintain his or her Lot and lawn, garden, landscaping and Structures thereon in good and attractive condition to present an excellent appearance from the road. Each Lot Owner shall prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on the Lot which might negatively affect the beauty or attractiveness of the neighborhood as a whole or the specific area. Such obligation shall apply whether or not the owner has constructed a Dwelling on the Lot. As soon as practical after purchasing a Lot from the Developer, a Lot Owner shall remove all dead or seriously diseased trees from the Lot. Each Lot Owner shall promptly remove any trees that die or become seriously diseased thereafter.

6. No mowing, sweeping, leave gathering, gardening, fertilizing or other lawn maintenance activities shall be performed or permitted on Sundays or legal holidays. Such activities may be conducted on other days only between the hours of 8:00 a.m. and 6:00 p.m. The watering of a lawn or garden by sprinkler system or typical garden hose shall not be deemed to be lawn maintenance activities for the purpose of this paragraph.

7. No animals or fowl (except common domestic household pets) shall be kept or maintained on any Lot, and household pets shall be confined to the Lot. Pets causing a nuisance or destruction shall be restrained or removed from the Subdivisions.

8. No lawn ornaments, sculptures or statues shall be placed or permitted to remain on any Lot without the prior written approval of the Developer.

9. No noxious or offensive activity shall be conducted upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. The burning of trash, leaves or other debris on a Lot is prohibited. There shall not be maintained any animals or device or thing of any sort whose normal or customary activities or existence is in any way noxious, noisy, dangerous, unsightly,

unpleasant or of a nature as may diminish or destroy the reasonable enjoyment of other property in the neighborhood.

10. The Developer reserves the right to enter (or have designees enter) upon any Lot for the purpose of mowing, removing, clearing, cutting or pruning any underbrush, weeds or other unsightly or inappropriate growth which in the sole discretion of the Developer detracts from the overall beauty, setting or safety of the Subdivisions. The owner of the Lot shall be obligated to reimburse the Developer for the cost of any such activities. Such entrance or other action as aforesaid shall not be deemed a trespass. The Developer and its designees likewise may enter upon a Lot to remove any trash or debris which has collected or accumulated on such Lot at the Lot Owner's expense and without such entrance and removal being deemed a trespass. The provisions of this paragraph shall not be construed as imposing any obligation on the Developer to mow, clear, cut or prune any Lot, or to provide garbage or trash removal services.

11. The Developer hereby grants to the applicable public or private utility companies perpetual and releasable easements and rights on, over and under the ground of the Subdivisions to erect, maintain, repair, replace and use electric, telephone and television poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone, television, gas, sewer, water, alarm systems or other public conveniences or utilities, at all locations as shown on the final plat. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, to make any grading of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by the relevant utility company, but this grant shall not impose or imply any obligation on the part of the Developer to provide or maintain any such utility or service.

12. Wetlands Conservation Easement. In the Private Easement for Wetlands Preservation located on Lots 48 and 53 of Woods of Edenderry No. 2 and depicted on the plat thereof ("Wetlands Easement"), Lot Owners shall refrain from altering the topography of, placing fill material in, dredging, removing or excavating any soils or minerals from, draining surface water from, constructing or placing any structure on, plowing, tilling, cultivating or otherwise altering or developing the Wetlands Easement. Lot Owners shall not disturb the boundary markers of the Wetlands Easement placed by Developer to demarcate the boundary of the Wetlands Easement.

13. No Lot shall be subdivided, or its boundary lines changed, except with the written consent of the Developer and with compliance with Section 263 of Act 288 of the Public Acts of 1967, as amended. However, the Developer hereby reserves the right to replat any two (2) or more Lots shown on the plat or preliminary plat of the Subdivisions in order to create a modified building Lot or Lots and to take such other steps as are reasonably necessary to make such replatted Lots suitable and fit as a building site to include, but not limited to, the relocation of easements, walkways and rights of way to conform to the new boundaries of said replatted Lots; provided that in any event in so replatting the Developer shall comply with or satisfy any requirements with respect thereto.

under Act 288 of the Public Acts of 1967, as amended, including Section 104 and/or Sections 221 through 229.

E. Standard for Developer's Approvals: Exculpation from Liability.

1. In reviewing and passing upon the plans, drawings, specifications, submissions and other matters to be approved or waived by the Developer under this Article, the Developer intends to ensure that the Structures meet the requirements set forth in this Article; however, the Developer reserves the right to waive or modify such restrictions or requirements pursuant to Section F of this Article. In no event shall a waiver or other grant of relief by the Developer as to one Lot entitle any other Lot Owner to a waiver or other relief, whether or not the waiver or relief sought is similar to the waiver or relief granted the other Lot Owner.

2. In addition to ensuring that all Structures comply with the requirements and restrictions of this Article, the Developer (or Architectural Control Committee, to the extent approval powers are assigned to it by the Developer pursuant to Article III below) shall have the right to base its approval or disapproval of any plans, designs, specifications, submissions or other matters on such other factors, including completely aesthetic considerations, as the Developer (or the Architectural Control Committee) in its sole discretion may determine appropriate or pertinent. The Developer currently intends to take into account the preservation of trees and of the natural setting of the Subdivisions in passing upon plans, designs, drawings, specifications and other submissions. Except as otherwise expressly provided herein, the Developer or the Architectural Control Committee, as the case may be, shall be deemed to have the broadest discretion in determining what Dwellings, fences, walls, hedges, or other Structures will enhance the aesthetic beauty and desirability of the Subdivisions, or otherwise further or be consistent with the purpose for any restrictions.

3. In no event shall either the Developer (or the agents, officers, employees or consultants thereof) or any member of the Architectural Control Committee have any liability whatsoever to anyone for any act or omission contemplated herein, including without limitation the approval or disapproval of plans, drawings, specifications, elevations or the dwellings, fences, walls, hedges or other Structures subject thereto, whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty or otherwise. By way of example, neither the Developer nor any member of the Architectural Control Committee shall have liability to anyone for approval of plans, specifications, Structures or the like which are not in conformity with the provisions of this Declaration, or for disapproving plans, specifications, structures or the like which arguably are in conformity with the provisions hereof. In no event shall any party have the right to impose liability on, or otherwise contest judicially, the Developer or any other person for any decision of the Developer (or alleged failure of the Developer to make a decision) relative to the approval or disapproval of a Structure or any aspect or other matter which the Developer reserves the right to approve or waive under this Declaration.

4. The approval of the Developer (or the Architectural Control Committee, as the case may be) of a Structure or other matter shall not be construed as a representation

or warranty that the Structure or matter is properly designed or that it is in conformity with the ordinances or other requirements of the Township or any other governmental authority. Any obligation or duty to ascertain any such non-conformities, or to advise the owner or any other person of the same (even if known), is hereby disclaimed.

F. Developer's Right to Waive or Amend Restrictions and Requirements.

Notwithstanding anything herein to the contrary, the Developer reserves the right to approve any Structure or activities otherwise proscribed or prohibited hereunder, or to waive any restriction or requirement provided for in this Declaration, if in the Developer's sole discretion such is appropriate in order to maintain the atmosphere, architectural harmony, appearance and value of the Subdivisions and the Lots therein, or to relieve the owner of a Lot or a contractor from any undue hardship or expense. In no event, however, shall the Developer be deemed to have waived or be estopped from asserting its right to require strict and full compliance with all rules, regulations, restrictions and requirements set forth herein, unless the Developer indicates its intent and agreement to do so in writing and, in the case of an approval of nonconforming Structures, the requirements of paragraph 2 of Section A in the case of a Dwelling or in the case of any other Structure, paragraph 3 of Section A of this Article are met. Notwithstanding the foregoing, if the Developer's rights to approve Structures or other activities are assigned or otherwise transferred to the Architectural Control Committee and the members of such committee are appointed by the Homeowners Association, such Committee shall not have the authority to waive any specific and objective restrictions explicitly set forth or established in this Declaration in its sole discretion, but shall have the right to waive the same if, in the reasonable judgement of a majority of the members of the committee, the waiver (a) is reasonable under all of the circumstances, (b) will not create undue hardship on other Lot Owners, and (c) will not frustrate the basic intent of this Declaration to ensure that the Subdivisions remain first class, luxury residential subdivisions.

ARTICLE III

ARCHITECTURAL CONTROL COMMITTEE

1. At such time as all of the Lots in the Subdivisions are sold by the Developer and Dwellings are erected thereon, or at such earlier time as the Developer in its sole discretion may elect, the Developer may assign, transfer and delegate to an Architectural Control Committee all or any of the Developer's rights to approve, waive or refuse to approve plans, specifications, drawings, elevations, submissions or other matters with respect to the construction or location of any Structure on any Lot or any other matter which the Developer may approve or waive as provided in Article II above. Any such assignment, transfer or delegation must be in writing. Thereafter, the Architectural Control Committee shall exercise all of the authority and discretion granted to the Developer in Article II above relative to approving, waiving or disapproving such matters, to the extent assigned, transferred or delegated by the Developer, and the Developer shall have no further responsibilities with respect to such matters.

2. The Architectural Control Committee shall be comprised of up to three (3) members to be appointed by the Developer. The Developer also may transfer its right to designate the members of the Architectural Control Committee to the Homeowner Association for the Subdivisions. Until such event, the Developer reserves the right to appoint and remove members of the Architectural Control Committee in its sole discretion. If the Developer is dissolved prior to a delegation to the Homeowners Association of its right to appoint and remove the members of the Architectural Control Committee, such right shall devolve upon Mark F. Guidobono and Eric Guidobono or such other person or entity as may be designated by the Developer.

3. At the time any Lot Owner submits plans or other documents for approval pursuant to the foregoing provisions of the Declaration, the Lot Owner shall pay the Developer the sum of three hundred fifty (\$350.00) dollars, which the Developer shall retain as a fee for the costs of architectural control activities.

ARTICLE IV

HOMEOWNERS ASSOCIATION: LIEN RIGHTS; OBLIGATION TO IMPOSE DUES

1. The Developer shall incorporate a Michigan nonprofit membership corporation to serve as the Association for the Subdivisions. The Homeowners Association shall be subject to such provisions as may be established in the Bylaws or Articles of Incorporation, which the Developer reserves the right to prepare and to amend or modify until the time specified in paragraph 4 below. Any sale or purchase of a Lot in the Subdivisions shall be subject to the Bylaws and Articles of Incorporation for the Homeowners Association, and by acquiring a Lot each Lot Owner agrees to abide by and observe such Bylaws and Articles, as such may have been or may thereafter be created or modified by the Developer pursuant to the provisions of this Article.

2. By virtue of acquiring a beneficial ownership interest in a Lot, whether by deed, land contract or otherwise, a person shall be deemed automatically to become a member of the Association. Any person transferring all of his or her beneficial ownership interest in a Lot(s), by deed, land contract sale or otherwise, automatically shall be terminated as a member of the Association. Membership in the Association shall be deemed to be an incident to a beneficial ownership interest in a Lot, and in no event may the membership or any rights or privileges thereof be severed or separated from the beneficial ownership interest of a Lot. Notwithstanding the foregoing, the termination of a person's beneficial ownership interest in a Lot, and the consequent termination of his or her membership in the Association, shall not be deemed to relieve such person from any debt or obligation which accrued or arose during the period in which the person was a member of the Association.

3. The Articles of Incorporation and Bylaws of the Association shall provide that there shall be two or more classes of membership in the Association, as determined by the Developer. Class A membership shall be voting, and the Developer shall be the only Class A member. Class B membership shall be non-voting until the time specified in paragraph 4 below. Each owner of a Lot shall be a Class B member, and voting therein shall be on

a one vote per Lot basis (i.e., each Lot is entitled to one vote, irrespective of how many people own the Lot and hence are members of the Association). Any member who has delinquent dues, fees or charges due on his or her Lot pursuant to this Declaration shall not be entitled to vote.

4. The only voting class of membership in the Association shall be Class A (i.e., the Developer shall have the sole vote in the Association, and the consequent right to appoint the Board of Directors), until such time as one hundred percent (100%) of the Lots have occupied Dwellings on them or at such earlier time as is designated in writing by the Developer. When one hundred percent (100%) of the Lots in the Subdivisions have occupied Dwellings on them, or at such earlier time as the Developer may specify in writing, Class B members of the Association shall have all voting rights and the Developer shall resign its membership, eliminating classes of members. Thereafter for the Association to take any action it will be necessary for members to approve the same by the applicable majority or super-majority requirements established in the Articles of Incorporation and Bylaws of the Association.

5. The Articles or Bylaws of the Association may be amended at any time after the time specified in paragraph 4 above, provided that the amendment receives the affirmative vote of seventy five (75%) percent of the Association members entitled to vote, and further provide that no such amendment may:

- (a) Eliminate the eligibility of any Lot Owner to vote, or change the basis for voting;
- (b) Purport to have any retroactive effect;
- (c) Change the super-majority (i.e., 75%) voting requirement, or the restrictions on amendments, which are contained in this paragraph;
- (d) Affect or diminish any obligation, responsibility or liability of the Association which is established in this Declaration, as such may be amended, or in any contract or agreement contemplated by this Declaration, as amended; and
- (e) Affect or diminish any rights reserved to the Developer under this Declaration.

6. The Association shall have the right and the obligation to assess and collect dues, fees or other charges to every Lot Owner in the Subdivisions, except as provided below. The dues, fees or other charges shall be in amounts reasonably sufficient to permit the Association to discharge its responsibilities, liabilities or prerogatives as provided in this Declaration. It is contemplated that such dues, fees or charges generally shall be levied on a yearly basis, although the Association periodically may levy special assessments to fund extraordinary expenses or to make up for shortfalls in the yearly dues, fees or other charges. The dues, fees or charges may include an amount to fund reserves to defray anticipated capital expenses. Furthermore, at the sale of any Lot the Developer may collect on behalf of the Association an amount equal to the projected dues for the first full year during which

the Association is to discharge all of its obligations or responsibilities hereunder (or the year following closing, if the sale occurs after the commencement of such first year), as such amount is projected by the Developer. If any required payment of dues, fees or other charges is not paid within thirty (30) days after the date the same is due, a late charge equal to eight (8%) percent of the payment so overdue shall be assessed. In addition, the Lot Owner shall be assessed interest on overdue payments. Such interest shall accrue at the rate of seven (7%) percent per annum from the date the payment is due, but shall be waived if payment is received within thirty (30) days of the date due. All dues, fees, charges, late charges and accrued interest shall constitute a lien on any Lot(s) owned by any person responsible for the payment of the same, and the Developer or the Association, as the case may be, may enforce the lien by recording appropriate instruments confirming the existence of the lien and/or by foreclosing the lien by appropriate legal action. A Lot Owner promptly shall reimburse the Developer and the Association for any costs incurred by any of them (i) in collecting or attempting to collect delinquent dues, fee, charges, late charges or accrued interest, (ii) in preparing or recording an appropriate instrument to confirm the existence of the lien, or (iii) in enforcing or attempting to enforce any lien for delinquent dues, fees, charges, late charges or accrued interest, including without limitation attorneys fees and other litigation costs. Such right of reimbursement shall be in addition to and not in limitation of any other rights or remedies available to the Developer or the Association hereunder or otherwise. In any legal action to enforce the lien hereby created on a Lot, a court of competent jurisdiction shall be empowered to order a sale of any Lot(s) subject to the lien in order to satisfy the lien. Notwithstanding the foregoing, the lien shall be subordinate and junior to the lien of any first mortgage securing a loan for the acquisition or improvement of any Lot.

7. The Association shall charge the same dues to each Lot, irrespective of the size of the Lot. The dues shall be payable by the Lot Owner whether or not the Lot Owner resides in the Subdivisions or has constructed a Dwelling on his or her Lot. Notwithstanding the foregoing, at such time as two-thirds (2/3) of the aggregate number of Lots in the Subdivisions have been sold by the Developer, no dues, fees or other charges shall be payable to the Association with respect to any Lots owned by the Developer. Instead, the financial needs of the Association shall be met by the dues, fees or other charges assessed on the other Lots. If thereafter the Developer sells or otherwise transfers a Lot to an unrelated third party, the Association may levy fees with respect to such Lot.

8. Unless the parties agree to the contrary, when a Lot is sold or otherwise transferred, the dues, fees or other charges payable for the month of closing shall be prorated on an even basis (i.e., based on the number of days during the month for which the transferrer owned the Lot).

9. If the Association fails to observe or perform any of its obligations or responsibilities provided for in or contemplated by this Declaration, as such may be amended, the Developer or its designee may (but shall not be under any obligation to) perform such obligation or responsibility or take other appropriate corrective action, and all costs or expenses incurred in doing so or associated therewith, including legal fees and other litigation costs, shall be promptly reimbursed by the Association. Furthermore, the Developer shall be subrogated to the rights of the Association to collect, assess or levy dues,

fees or other charges against Lot Owners with respect to such costs or expenses, including the right to impose, foreclose or otherwise enforce a lien on Lots with respect to such costs and expenses. The Developer shall be entitled to legal fees and other actual costs incurred in obtaining reimbursement from the Association or in collecting dues or fees against Lot Owners pursuant to this paragraph, and the aforementioned lien shall secure such reimbursement obligation. Furthermore, the Developer may (but shall not be obligated to) loan funds to the Association in order to permit the Association to discharge its responsibilities or fulfill its objectives. Such loans may bear interest, but not in excess of the rate such loans could have been obtained from third party institutional lenders.

10. Either before or after the time specified in paragraph 4 above, the Association, may enter into one or more management contracts with the Developer or any third party, pursuant to which the Developer or the third party may perform all or any of the services or obligations which the Association is obligated to provide relative to the Subdivisions or amenities thereof, or to provide administrative services relative to the Association's affairs (e.g., collecting and disbursing dues, fees or other charges).

ARTICLE V

RESPONSIBILITIES OF ASSOCIATION AND/OR LOT OWNERS RELATIVE TO MAINTAINING, LANDSCAPING, STORM DRAINAGE SYSTEM, ETC.

1. The Developer currently contemplates that the Subdivisions are to have certain amenities. These amenities include landscaping and signs or markers at the Subdivision entrance way(s), although in no event shall the Developer be obligated to provide such amenities except for those which the Developer is obligated to install pursuant to the requirements of the Township. The Association shall have the responsibility of repairing, maintaining and operating such amenities pursuant to the terms of the Maintenance Agreement. In addition, the Association shall be responsible for maintenance and insurance of the Open Space and park areas depicted on the plats pursuant to the Agreement for Maintenance Of Open Space between the Developer and the Township of Northville as recorded in Liber 28119, Page 567, Wayne County Records (the "Open Space Agreement").

2. In addition to the foregoing responsibilities, the Association may perform such other acts or accomplish such other purposes as may be reasonably necessary to maintain or improve the appearance, atmosphere or pleasantness of the Subdivisions as first class single family subdivisions, or as are set forth in the Articles of Incorporation or Bylaws of the Association.

3. The Association shall maintain liability insurance in such amounts as the Board of Directors thereof shall deem to be appropriate, but in no event less than one million (\$1,000,000.00) dollars per occurrence. The Developer shall be an additional insured under any such liability insurance.

4. The Association shall have the obligation to inspect, maintain, repair and improve (if required by an appropriate governmental agency) the storm drainage system contained within the Subdivisions, including without limitation, retention basins, easements,

drains and rights-of-way which are the subject of any storm sewer agreement between the Developer and any governmental agency. In the event that the Association fails or refuses to provide the necessary inspection, maintenance, repair or improvement, the Township of Northville, its employees, agents, independent contractors, successor and assigns shall have the right enter onto the Subdivisions to perform such inspection, maintenance, repair or improvement and an equal pro rata share of such costs, expenses and charges in connection therewith may be assessed by the Township of Northville against each of the Lots within the Subdivisions and the Association (for purposes of this paragraph only, real property owned by the Association shall constitute a Lot and the Association shall be considered a Lot Owner). The Lot Owners shall be severally, and not jointly, liable for each such Owner's equal pro rata share of such costs and expenses incurred by the Township of Northville. Such costs, expenses and charges shall be due and owing upon written demand and notice by the Township of Northville to the Association at the last known address of the Association filed with the Township's Clerk and to the addresses of the Lot Owners as are 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 with the foregoing notice requirement. In addition to any other right or remedy that the Township may have by statute, ordinance, or agreement, the Township of Northville shall have the right to place such assessments on the Township of Northville tax rolls of the Lots and collect them in the same manner as any property tax or assessment.

ARTICLE VI

OPERATION AND ENFORCEMENT

1. The provisions hereof shall run with and bind the land within the Subdivisions for a period of twenty (20) years from the date hereof, after which time they shall be extended automatically for successive periods of ten (10) years unless not less than eighty (80%) percent of the Lot Owners in the Subdivisions vote to limit or remove the restrictions set forth herein. Notwithstanding anything herein to the contrary, the provisions of Article IV and V above shall run with and bind the land within the Subdivisions in perpetuity, and may not be modified, amended or removed except by the Developer in accordance with Article VIII below.

2. In addition to any other remedy provided for herein or under applicable law, the Developer, the Homeowners Association or the owners of not less than ten (10) Lots in the Subdivisions shall have the right at any time or times during the terms of this Declaration to proceed at law or in equity against any person violating or attempting to violate any provision contained herein, to prevent or abate such violations, to compel compliance with the terms hereof, to enter upon any land within the Subdivisions and correct any condition in and remove any building, improvement or other structure erected, installed or maintained in violation of the terms hereof at the Lot Owner's expense, and to recover damages or other compensation for any violation. Any such entry shall not constitute a trespass. The Developer may recover against a Lot Owner violating the provisions of this Declaration all reasonable costs incurred in enforcing such provisions in any of the foregoing ways, including the cost of removing offending Structures and attorneys fees and other litigation costs. Furthermore, if any Lot Owner challenges (or seeks to impose or avoid

liability with respect to) any right asserted or action taken by the Developer under this Declaration, the Developer shall be entitled to recover against the Lot Owner any and all attorneys fees or other litigations expenses incurred by the Developer in connection therewith.

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

ARTICLE VII

NO EFFECT ON OTHER PROPERTY

The parties acknowledge that the covenants, conditions and restrictions set forth herein shall not be binding upon or affect in any way any property outside of the Subdivisions. These restrictions shall not apply to or constitute a burden or encumbrance on any property adjacent to the Subdivisions or any adjacent property owned by the Developer or affiliates thereof unless added to this Declaration by the Developer by amendment hereto.

ARTICLE VIII

AMENDMENT

The Developer reserves the right by written instrument, signed, acknowledged and recorded with the Wayne County Register of Deeds, to modify, amend, restate, waive or repeal any or all of the provisions herein contained with respect to all or any particular Lot within the Subdivisions and to add adjoining subdivisions, lots, parks and/or common areas. Any such modification, amendment, restatement, waiver or repeal may be retroactive to the date of recording hereof and shall not require the vote or signature of the Association or any Lot Owner. Notwithstanding the foregoing, amendments to particular restrictions contained herein shall not be binding on Lots conveyed prior to the date of recording of such amendment, without the owner's written consent and notwithstanding anything contained herein to the contrary, the original restrictions in effect at the time of conveyance of such Lots shall remain in full force and effect.

ARTICLE IX

RESERVED RIGHTS OF DEVELOPER

None of the restrictions or requirements contained in this Declaration shall apply to the commercial activities, signs, or billboards, if any, of the Developer during the development and sales period for the Subdivisions. As used herein, "development and sales period" means the period of time during which and so long as Developer owns one Lot in the Subdivisions or owns property immediately adjacent to the Subdivisions. Developer shall be entitled throughout the development and sales period to maintain a sales office, a business office, model homes, storage areas, and reasonable parking incidental to the foregoing.

ARTICLE X

MISCELLANEOUS

1. The invalidity or unenforceability of any provisions hereof shall not affect the validity or enforceability of any other provision hereof.
2. This Declaration shall be governed by and construed in accordance with the laws of the State of Michigan, as the same apply to contracts executed in and to be performed solely within the State of Michigan.
3. Except as otherwise specifically set forth herein, the provisions of this Declaration shall not be deemed to run in favor of or to benefit any person or entity other than the Developer, owners or mortgagees of Lots and the Homeowners Association.
4. Upon the recordation of this First Amended and Restated Declaration of Restrictions, Conditions and Covenants in the offices of the Wayne County Register of Deeds, the Declaration as originally recorded shall be of no further force or effect, except as provided in Article VIII hereof.

IN WITNESS WHEREOF, the Developer has duly executed this First Amended and Restated Declaration of Restrictions, Conditions and Covenants on this 1st day of May, 1996.

In the presence of:

DEVELOPER:

CAMBRIDGE DEVELOPMENT COMPANY, L.L.C.,
a Michigan limited liability company

Susan Merritt
Susan Merritt

By: Mark F. Guidobono
Mark F. Guidobono
Its: Member

Joy A. Kangas
Joy A. Kangas

By: Eric G. Guidobono
Eric G. Guidobono
Its: Member

Susan Merritt
Susan Merritt

Joy A. Kangas
Joy A. Kangas

STATE OF MICHIGAN)
) ss.
 COUNTY OF Wayne)

The foregoing instrument was acknowledged before me this 1st day of May, 1996, by Mark F. Guidobono and Eric G. Guidobono, as Members of Cambridge Development, L.L.C., a Michigan company, on behalf of said entity.

Joy A. Kangas

Notary Public, Wayne County, MI
 My Commission Expires: July 17, 1998

JOY A. KANGAS

Notary Public, Wayne County Mich
 My Commission Expires July 17, 1998

NORTHVILLE PUBLIC SCHOOLS, WAYNE,
 OAKLAND AND WASHTENAW COUNTIES,
 a Municipal Corporation

David C. Boelter
David C. Boelter

By: Richard H. Brown, Jr.
 Richard H. Brown, Jr

Its: President

Asst Supt

Gale Jelics
GALE JELICS

By: Thomas M. Gudditz
 Thomas M. Gudditz
 Its: Secretary

STATE OF MICHIGAN

COUNTY OF

Wayne

) ss.

LIBER 28819 PAGE 821

The foregoing instrument was acknowledged before me this 29th day of April, 1996, by Richard H. Brown and Thomas M. Gudritz, the President and Secretary, respectively of the Northville Public Schools, Wayne, Oakland and Washtenaw Counties, a Municipal Corporation on behalf of the corporation.

Julie R. Charlet

Notary Public, Wayne County, MI
My Commission Expires: 2-1-99

DRAFTED BY AND RETURN TO:

Suzanne S. Reynolds
DROLET, FREEMAN, COTTON,
MACADDINO & NORRIS, P.C.
33 Bloomfield Hills Parkway, Suite 100
Bloomfield Hills, Michigan 48304-2945



Revised February 22, 1995
 September 7, 1994
 Job No. 93-021-PHS1

LEGAL DESCRIPTION

"WOODS OF EDENDERRY SUB'N. NO. 1"

A part of the Southeast 1/4 of Section 9, Town 1 South, Range 8 East, Northville Township, Wayne County, Michigan; more particularly described as commencing at the Southeast Corner of said Section 9; thence North $00^{\circ}52'06''$ East, 1271.29 feet, along the East line of said Section 9; thence South $85^{\circ}54'09''$ West, 1553.83 feet; thence South $58^{\circ}09'07''$ West, 43.17 feet, to the point of beginning; thence continuing South $58^{\circ}09'07''$ West, 19.41 feet; thence South $44^{\circ}09'28''$ West, 256.85 feet; thence South $00^{\circ}08'47''$ West, 1009.13 feet, to the Northerly right-of-way line of Six Mile Road (60 foot 1/2 right-of-way); thence South $85^{\circ}54'09''$ West, 451.23 feet, along the Northerly right-of-way line of said Six Mile Road, (said line being 60.00 feet North of, and parallel to, the South line of said Section 9 and the centerline of said Six Mile Road), to the Southeast corner of "Crestwood Manor Sub'n No. 1", as recorded in Liber 103 of Plats, on Pages 70, 71, 72, 73, 74 and 75, Wayne County Records; thence North $00^{\circ}08'47''$ East, 391.51 feet, along the East line of said "Crestwood Manor Sub'n No. 1", to a boundary corner of said "Crestwood Manor Sub'n No. 1", and a boundary corner of "Crestwood Manor Sub'n No. 2", as recorded in Liber 107 of Plats, on Pages 94, 95, 96 and 97, Wayne County Records; thence continuing North $00^{\circ}08'47''$ East, 2115.44 feet (recorded as 2115.38 feet), along the East line of said "Crestwood Manor Sub'n No. 2", to the Northeast corner of said "Crestwood Manor Sub'n No. 2", and the South line of "Snow Acres", as recorded in Liber 69 of Plats, on Page 62, Wayne County Records, and the Southerly right-of-way of Curtis Ave. (43 foot 1/2 right-of-way); thence North $87^{\circ}26'20''$ East, 300.47 feet, along the Southerly line of said "Snow Acres", the Southerly right-of-way of said Curtis Ave., and the Southerly line of "Shad Brook Sub.", as recorded in Liber 86 of Plats, on Pages 90 and 91, Wayne County Records, to a boundary corner of said "Shad Brook Sub."; thence South $00^{\circ}19'31''$ West, 43.05 feet, along the boundary of said "Shad Brook Sub.", and the right-of-way of said Curtis Ave., to a boundary corner of said "Shad Brook Sub"; thence South $01^{\circ}22'44''$ East, 237.39 feet; thence South $35^{\circ}48'28''$ East, 60.05 feet; thence South $36^{\circ}47'40''$ East, 201.54 feet; thence North $71^{\circ}27'02''$ East, 72.46 feet; thence South $82^{\circ}40'01''$ East, 169.43 feet; thence North $80^{\circ}44'42''$ East, 417.50 feet; thence North $68^{\circ}10'03''$ East, 197.06 feet; thence South $50^{\circ}41'36''$ East, 659.93 feet; thence North $89^{\circ}07'54''$ West, 680.74 feet; thence South $81^{\circ}03'53''$ West, 144.07 feet; thence South $76^{\circ}24'09''$ West, 499.32 feet; thence South $46^{\circ}34'18''$ West, 134.41 feet; thence South $38^{\circ}51'37''$ East, 160.00 feet; thence South $48^{\circ}36'50''$ East, 61.08 feet; thence South $36^{\circ}39'50''$ East, 163.33 feet, to the point of beginning. All of the above containing 34.984 Acres. All of the above being subject to easements, restrictions and right-of-ways of record.

November 10, 1995
Job No. 95-035-FP

LEGAL DESCRIPTION

"WOODS OF EDENDERRY SUB'N. NO. 2"

A part of the Southeast 1/4 of Section 9, Town 1 South, Range 8 East, Northville Township, Wayne County, Michigan; more particularly described as commencing at the Southeast Corner of said Section 9; thence North $00^{\circ}52'06''$ East, 1271.29 feet, along the East line of said Section 9; thence South $85^{\circ}54'09''$ West, 539.68 feet, to the POINT OF BEGINNING; thence continuing South $85^{\circ}54'09''$ West, 1014.15 feet; thence South $58^{\circ}09'07''$ West, 43.17 feet, to a boundary corner of "Woods of Edenderry Sub'n. No. 1", as recorded in Liber 108 of Plats, on Pages 23 thru 31, inclusive, Wayne County Records; thence the following courses along the boundary of said "Woods of Edenderry Sub'n. No. 1"; thence North $36^{\circ}39'50''$ West, 163.33 feet, and, North $48^{\circ}36'50''$ West, 61.08 feet, and, North $38^{\circ}51'37''$ West, 160.00 feet, and, North $46^{\circ}34'18''$ East, 134.41 feet, and, North $76^{\circ}24'09''$ East, 499.32 feet, and, North $81^{\circ}03'53''$ East, 144.07 feet, and, South $89^{\circ}07'54''$ East, 680.74 feet, to a boundary corner of said "Woods of Edenderry Sub'n. No. 1"; thence South $04^{\circ}37'27''$ East, 251.71 feet; thence South $85^{\circ}22'33''$ West, 147.65 feet; thence South $04^{\circ}37'27''$ East, 160.32 feet, to the point of beginning. All of the above containing 12.738 Acres. All of the above being subject to easements, restrictions and right-of-ways of record.

May 11, 2002

Woods of Edenderry Homeowners Association

Lot Beautification and Explanation of Proposed Sidewalk Amendment

Many residents have expressed interest in the safety and appearance of our neighborhood. In response, the Association Board of Directors and legal council have developed a site evaluation process, and constructed a proposed amendment to our Association Bylaws that addresses the maintenance of unimproved lots.

Specifically, we will begin by enforcing the existing requirements for property maintenance. Section D.5 of the Restrictions, Conditions, and Covenants states that "Each owner shall maintain his or her Lot and lawn, garden, landscaping and Structures thereon in good and attractive condition to present an excellent appearance from the road. ... Such obligation shall apply whether or not the owner has constructed a Dwelling on the Lot." If the Lot owner fails to comply in a timely or adequate manner, Section D.10 gives the Association the right to enter the lots and maintain them. "The owner of the Lot shall be obligated to reimburse the Developer* for the cost of any such activities." With this authority we can work with the owners of vacant Lots to achieve initial clean-up, grating, seeding, mowing, and ongoing clean-up and maintenance. To date, no specific requirements have been communicated to the owners; we will work with them this spring on a lot-by-lot basis to establish appropriate standards. In addition, Board members will be contacting adjoining lot owners to solicit site-specific recommendations.

Additionally, we are proposing an amendment to our governing rules that requires the installation / continuation of sidewalks on undeveloped lots. Although beautification will be an obvious benefit of this requirement, safety is our prevailing concern. Walkers, bikers, skaters, etc. who must cross into the street while traversing our neighborhood present a liability for the Lot owners and the Association. Northville Township strongly supports our efforts for improved safety. The proposed amendment also strengthens the Association's role in working with existing Homeowners to maintain their sidewalks in a safe and attractive manner. In Northville Township, sidewalk maintenance is the responsibility of the Homeowner.

In order for the enclosed amendment to pass, we must receive an affirmative vote of 75% of qualified voters. Please return your signed (colored) Official Ballot in the enclosed envelope on or before May 28, 2002. Your participation in this voting process will result in marked improvements in the safety and appearance of our neighborhood. In addition to mailing this ballot, mark your calendar for our Annual Meeting on May 28, 2002. Please plan to participate in person or by proxy.

Please direct your questions/comments to Val Niemiec 348-3537, or e-mail: valjoy@hotmail.com.

* On 5/21/01, Cambridge Development L.L.C. assigned the Developer rights as they appear in the Bylaws and RCCs to the Association, with the exception of Architectural Control, prior approval of amendments, and Article IX. These exceptions are in place until they no longer own any Lot in the subdivision. They presently own lots 88, 94, 97, and 100.

Ballot Copy – Do Not Return

**WOODS OF EDENDERRY HOMEOWNERS ASSOCIATION
AFFIRMATIVE VOTE OF MEMBER TO AMEND THE BYLAWS**

THE UNDERSIGNED, who owns property at the address set forth below their name, and who is a Member of the Woods of Edenderry Homeowners Association, hereby affirmatively votes to amend the Bylaws so as to implement a rule and regulation as set forth below, which will apply to all Lot Owners within Woods of Edenderry Nos. 1, 2 and 3: WHAT ABOUT 4?

Article VI, Board of Directors of the Bylaws is amended so as to add a Section 15 as follows:

"Section 15. Sidewalks – Rules and Regulations. The following rule and regulation shall apply as to the required sidewalks effective June 1, 2002:

INSTALL PER
APPROVED
PLOT PLAN.

(d) Installation. On or before August 1, 2002, each Lot (including a Vacant Lot) is required to have installed a concrete sidewalk across the entire width of the front of the Lot, and the side of the Lot for corner Lots, which shall be of a size and location as directed and approved by the Association so as to be uniform throughout the Subdivision and connected to adjoining Lots' sidewalks or proposed and approved sidewalks. This provision shall not immediately apply to Lots owned by the Developer.

(e) Maintenance. From and after August 1, 2002, each Lot Owner is required to maintain, repair, or replace the sidewalk as need be or as directed by the Association and/or Northville Township to have the sidewalk maintained in a good, safe and attractive condition to represent an excellent appearance.

(f) Additional Remedies. In addition to any other remedies provided for within the Declarations, and Amendments thereto, or under applicable law, the Association shall have the right to enter upon any Lot or land within the Subdivision and install, repair or replace a sidewalk, when the sidewalk, as determined by the Association, is not in a condition as required by the provisions herein, which shall be done at the Lot Owner's expense. The Association shall be entitled to recover the costs, expenses, and/or damages from the violating Lot Owner including the reasonable costs incurred to enforce this provision, including, but not limited to administrative expenses, subcontractor costs, insurance, recording fees and attorney's fees. The Association shall have the right to expenses and damages to perform the work and enforce the provisions herein. The rights of the Association contained herein shall not create an obligation on the Association to perform the obligations of the Lot Owner who is violating the provisions herein."

By signing, I am voting "yes" to amend the Bylaws and add the Sidewalk Rule and Regulation.

Date: May ____, 2002

Homeowner(s) _____

Address _____

**WOODS OF EDENDERRY ASSOCIATION
AFFIRMATIVE VOTE OF
HOMEOWNER MEMBER
TO AMEND THE BY-LAWS**

THE UNDERSIGNED Homeowner, who resides at the address set forth below their name, and who is a Member of the Woods of Edenderry Association, hereby affirmatively votes to amend the By-Laws so as to implement a rule and regulation as set forth below, which will apply to all Lot Owners within Woods of Edenderry Nos. 1, 2 and 3:

Article VI, Board of Directors of the By-Laws is amended so as to add a Section 15 as follows:

"Section 15. Sidewalks – Rules and Regulations. The following rule and regulation shall apply as to the required sidewalks effective June 1, 2002:

(a). Installation. On or before August 1, 2002, each Lot (including a Vacant Lot) is required to have installed a concrete sidewalk across the entire width of the front of the Lot, and the side of the Lot for corner Lots, which shall be of a size and location as directed and approved by the Association so as to be uniform throughout the Subdivisions and connected to adjoining Lots sidewalks or proposed and approved sidewalks.

(b) Maintenance. From and after August 1, 2002, each Lot Owner is required to maintain, repair or replace the sidewalk as need be or as directed by the Association and/or Northville Township to have the sidewalk maintained in a good, safe and attractive condition to represent an excellent appearance.

(c) Additional Remedies. In addition to any other remedies provided for within the Declarations, and Amendments thereto, or under applicable law, the Association shall have the right to enter upon any Lot or land within the Subdivisions and install, repair or replace a sidewalk, when the sidewalk, as determined by the Association, is not in a condition as required by the provisions herein, which shall be done at the Lot Owner's expense. The Association shall be entitled to recover the costs, expenses and/or damages from the violating Lot Owner including the reasonable costs incurred to enforce this provision, including, but not limited to administrative expenses, subcontractor costs, insurance, recording fees and attorney's fees. The Association shall have the right to

expenses and damages to perform the work and enforce the provisions herein. The rights of the Association contained herein shall not create an obligation on the Association to perform the obligations of the Lot Owner who is violating the provisions herein."

By signing, I am voting "yes" to amend the By-Laws and add the Sidewalk Rule and Regulation.

Date: May ____, 2002

Homeowner:_____

Homeowner:_____

Address:_____

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**FIRST AMENDMENT TO
FIRST AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS,
CONDITIONS AND COVENANTS**

Woods of Edenderry No. 1 (Lots 1 - 41)
Woods of Edenderry No. 2 (Lots 42 - 63)
Woods of Edenderry No. 3 (Lots 64 - 78)

Township of Northville, Wayne County, Michigan
Adopted: Effective as of May 24, 1995

Woods of Edenderry No. 1 (Lots 1 - 41) Plat Recorded in Liber 108, Pages 23-31 et seq., Wayne County Records. Woods of Edenderry No. 2 (Lots 42 - 63) Plat Recorded in Liber 109, Pages 61-64 et seq. Woods of Edenderry No. 3 (Lots 64 - 78) Plat recorded in Liber 111, Pages 91 thru 95, Wayne County Records.

This First Amendment to First Amended and Restated Declaration of Restrictions, Conditions and Covenants is effective as of the date above set forth by Cambridge Development, L.L.C., a Michigan limited liability company (the "Developer"), having an address at 17162 Stonebrook Drive, Northville, Michigan 48167.

W I T N E S S E T H:

WHEREAS, the Developer is the developer of a certain subdivision of land located on land in the Township of Northville, Wayne County, Michigan, known as Woods of Edenderry No. 1, a Subdivision created pursuant to the plat there of as recorded in Liber 108, Pages 23 through 31, Wayne County Records ("Woods of Edenderry No. 1");

WHEREAS, the Developer is the developer of a certain subdivision of land located on land in the Township of Northville, Wayne County, Michigan, known as Woods of Edenderry No. 2, a Subdivision created pursuant to the plat there of as recorded in Liber 109, Pages 61 through 64, Wayne County Records ("Woods of Edenderry No. 2");

RECORDED
FOREST E. YOUNGBLOOD, REGISTER OF DEEDS
WAYNE COUNTY, MI
Receipt #42476

11 Amd 19 4R 5P9 U mp

WHEREAS, the Developer has recorded a First Amended and Restated Declaration of Restrictions, Conditions and Covenants effective as of May 24, 1995 in Liber 28819, Pages 798 through 823, Wayne County Records (the "Declaration");

WHEREAS, the Developer is the owner of certain land adjacent to Woods of Edenderry No.'s 1 and 2, which adjacent lands are described in Exhibit I attached hereto, and the Developer desires to create a subdivision to be known as Woods of Edenderry No. 3 ("Woods of Edenderry No. 3") (Woods of Edenderry No. 1, Woods of Edenderry No. 2, and Woods of Edenderry No. 3, are also referred to individually as "Subdivision" and collectively as the "Subdivisions");

NOW THEREFORE, the Developer hereby declares that the Declaration shall be amended as follows:

1. The term "Subdivisions" as used in the Declaration shall mean Lots 1 through 41 inclusive of Woods of Edenderry No. 1, Lots 42 through 63 inclusive of Woods of Edenderry No. 2, and Lots 64 through 78 inclusive of Woods of Edenderry No. 3.

2. The term "Lot" means a lot in either of Woods of Edenderry No. 1, Woods of Edenderry No. 2, or Woods of Edenderry No. 3.

3. Article II D (12) shall be replaced and superseded by the following:

12. Wetlands Conservation Easement. In the Private Easement for Wetlands Preservation located on Lots 48, and 53, of Woods of Edenderry No. 2 and Lots 72, 73, 74, and 78 of Woods of Edenderry No. 3, depicted on the respective plats thereof ("Wetlands Easement"), Lot Owners shall refrain from altering the topography of, placing fill material in, dredging, removing or excavating any soils or minerals from, draining surface water from, constructing or placing any structure on, plowing, tilling, cultivating or otherwise altering or developing the Wetlands Easement. Lot Owners shall not disturb the boundary markers of the Wetlands Easement placed by Developer to demarcate the boundary of the Wetlands Easement.

In all respects, other than as hereinabove indicated, the First Amended and Restated Declaration of Restrictions, Conditions and Covenants is hereby ratified, confirmed and redeclared.

IN WITNESS WHEREOF, the Developer has duly executed this First Amendment to First Amended and Restated Declaration of Restrictions, Conditions and Covenants on this 27 day of AUGUST, 1997.

EXHIBIT I

LEGAL DESCRIPTION

WOODS OF EDENDERRY NO. 3 SUBDIVISION

A part of the Southeast 1/4 of Section 9, Town 1 South, Range 8 East, Northville Township, Wayne County, Michigan; more particularly described as commencing at the East 1/4 Corner of said Section 9; thence South 87° 15' 47" West, 592.10 feet (recorded as S 87° 15' 17" W) along the Southerly line of "Edenderry Hills Sub. No. 3", as recorded in Liber 88 of Plats, on Page 18, Wayne County Records, and the Southerly line of "Edenderry Hills Sub. No. 4", as recorded in Liber 88 of Plats, on Page 68, Wayne County Records, to the POINT OF BEGINNING;

thence South 33° 16' 18" West, 432.11 feet; thence South 68° 10' 03" West, 135.00 feet, to a boundary corner of "Woods of Edenderry Sub'n. No. 1", as recorded in Liber 108 of Plats, on Pages 23 thru 31, Wayne County Records; thence the following courses along the boundary of said "Woods of Edenderry Sub'n. No. 1"; thence South 68° 10' 03" West, 197.06 feet, and, South 80° 44' 42" West, 417.50 feet, and, North 82° 40' 01" West, 169.43 feet, and, South 71° 27' 02" West, 72.46 feet, and, North 36° 47' 40" West, 201.54 feet, and, North 35° 48' 28" West, 60.05 feet, and, North 01° 22' 44" West, 237.39 feet, along the boundary of said "Woods of Edenderry Sub'n. No. 1", to a boundary corner of "Shad Brook Sub.", as recorded in Liber 86 of Plats on Pages 90 and 91, Wayne County Records; thence the following courses along the boundary of said "Shad Brook Sub." and the right-of-way of Curtis Ave.; thence North 87° 26' 20" East, 2.17 feet, and, 72.38 feet along a curve to the right, said curve having a radius of 317.00 feet, a central angle of 13° 05' 00", and a chord bearing and distance of South 86° 01' 10" East, 72.23 feet, and, 285.75 feet along a curve to the left, said curve having a radius of 1086.00 feet, a central angle of 15° 04' 33", and a chord bearing and distance of South 87° 00' 57" East, 284.93 feet, and, North 01° 00' 00" East, 78.92 feet, along the boundary of said "Shad Brook Sub.", and the right-of-way of said Curtis Ave., to a boundary corner of "Snow Acres", as recorded in Liber 69 of Plats, on Page 62, Wayne County Records; thence North 37° 26' 20" East, 263.50 feet (recorded as 275.94 feet), along the Southerly boundary of said "Snow Acres", to the Southeast corner of said "Snow Acres"; thence North 87° 15' 47" East, 728.13 feet (recorded as S 87° 15' 17" W), along an extension of, and the Southerly boundary of said "Shad Brook Sub.", and the Southerly boundary of said "Edenderry Hills Sub. No. 4", to the point of beginning. All of the above containing 11.917 Acres.

ASSIGNMENT

For valuable consideration and pursuant to the provisions of the First Amended and Restated Declaration of Restrictions, Conditions and Covenants, as recorded in Liber 28819, page 798, Oakland County Records, as amended by First Amendment to First Amended and Restated Declaration of Restrictions, Conditions and Covenants, as recorded in Liber 29740, Page 4879 (collectively, the "Declaration"), Cambridge Development, L.L.C. (the "Developer"), being the Developer of Woods of Edenderry No. 1, 2 and 3 does hereby assign to the Woods of Edenderry Association, all its rights as set forth in the Declaration, reserving unto the Developer, so long as the Developer owns any Lot in any of the Woods of Edenderry Subdivisions, (a) all rights of Architectural Control with respect to approval of plans, specifications, drawings, elevations, submissions or other matters with respect to the construction or location of any improvement on any Lot (b) the right to approve any amendment to the Declaration and (c) the rights reserved in Article IX of the Declaration.

Dated: 5/21/01

CAMBRIDGE DEVELOPMENT, L.L.C.

By: 
Mark F. Guidobono

Its: Member

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RECEIVED

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NON-PROFIT
ARTICLES OF INCORPORATION
OF
WOODS OF EDENDERRY ASSOCIATION

Administrator
MI DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
CORPORATION, SECURITIES & LAND DEVELOPMENT BUREAU

These Articles of Incorporation are signed and acknowledged by the incorporator for the purpose of forming a non-profit corporation under the provisions of Act No. 162 of the Public Acts of 1982, as amended, as follows:

ARTICLE I
NAME

The name of the corporation is Woods of Edenderry Association.

FILED

JAN 03 1997

ARTICLE II
PURPOSES

Administrator
MI DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
CORPORATION, SECURITIES & LAND DEVELOPMENT BUREAU

The purposes for which the corporation is formed are as follows:

746-315

- (a) To encourage and to promote the highest standards of management, maintenance, preservation and administration for the Woods of Edenderry Subdivisions located in Northville Township, Michigan and hereinafter referred to as "Woods of Edenderry" and to assist the members of the corporation in maintaining such property as a residential development of the highest quality;
- (b) To provide information, guidance and service to all members of the corporation;
- (c) To represent all members of the corporation on matters of mutual interest before all governmental and administrative bodies, boards and agencies;
- (d) To provide coordination and assistance to all governmental authorities having jurisdiction over fire protection, police protection and other governmental activities with respect to all property within the Woods of Edenderry;
- (e) To maintain and administer certain Common Areas located in the Woods of Edenderry as is provided in the First Amended and Restated Declaration of Restrictions, Conditions and Covenants for Woods of Edenderry as has been recorded in the office of the Wayne County Register of Deeds (the "Declaration");
- (f) To borrow money and mortgage, pledge or secure any and all of its real or personal property as security for money borrowed or debts incurred in fulfillment of the purposes of and in connection with the lawful affairs of the corporation;
- (g) To acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, license, transfer, dedicate for public use or otherwise dispose of any property, real or personal, in fulfillment of the purposes of and in connection with the lawful affairs of the corporation;
- (h) To fix, establish, levy and collect from the owners of Lots in the Woods of Edenderry Subdivisions (the "Owners") dues, fees, charges and assessments and to enforce the lien to secure the payment thereof which is provided in the Declaration;
- (i) To establish and enforce rules and regulations for utilization of the Common Areas and of the improvements and facilities located thereon by the Owners and all other lawful users;
- (j) To arrange and contract for building maintenance, landscaping, security, management and other maintenance services and any other functions on behalf of the members of the corporation and Owners to the extent provided in the Declaration or otherwise delegated to the corporation; provided, however, that any such services or functions provided for the benefit of less than all of the members of the corporation shall be borne solely by the members benefitted thereby, as the case may be;
- (k) In general, to do all acts necessary to perform, enforce and administer any duties, powers and rights conferred upon the corporation by the Declaration or by the members of the corporation and to have and exercise any and all powers,

W

and privileges which a corporation organized under the Non-Profit Corporation Act of the State of Michigan by law may now or hereafter have or exercise.

ARTICLE III ADDRESSES

Address of the first registered office is 17162 Stonebrook Drive, Northville, Michigan 48167

ARTICLE IV RESIDENT AGENT

The name of the first resident agent is Mark F. Guidobono.

ARTICLE V BASIS OF ORGANIZATION AND ASSETS

Said corporation is organized upon a non-stock, membership basis.

The value of assets which said corporation possesses is--- Real Property: None
Personal Property: None

Said corporation is to be financed under the following general plan: Assessment of members

ARTICLE VI INCORPORATOR

The name of the incorporator is Suzanne S. Reynolds and her place of business is 33 Bloomfield Hills Parkway, Suite 100, Bloomfield Hills, Michigan 48304.

ARTICLE VII EXISTENCE

The term of corporate existence is perpetual.

ARTICLE VIII MEMBERSHIP AND VOTING

The qualifications of members, the manner of their admission to the corporation, the termination of membership, and voting by such members shall be as follows:

- (a) The members of the corporation shall consist of Cambridge Development, L.L.C., a Michigan limited liability company, (the present "Declarant" under the Declaration), or its duly designated successor under the Declaration and each of the owners of a lot as defined in the Declaration. Membership shall be of two classes as set forth below.
- (b) Except as set forth herein, no other person or entity shall be entitled to membership in the corporation.
- (c) The share of a member in the funds and assets of the corporation cannot be assigned, pledged, encumbered or transferred in any manner except automatically to a successor within the Woods of Edenderry Subdivision.
- (d) There shall be two classes of membership. The Declarant (or its duly designated successor) shall be the only Class A member and the Owners shall be the only Class B members.
- (e) Voting shall be in accordance with the provisions of the Declaration and Bylaws of the Corporation.

**ARTICLE IX
BYLAWS AND AMENDMENT THEREOF**

- (a) The Class A Member of the corporation shall adopt such Bylaws as are germane to the purposes of the corporation and permitted by the laws of the State of Michigan;
- (b) Amendment of the Bylaws of the corporation shall be effected only in accordance with the amendatory provisions of the Bylaws. Prior to the time of conveyance by Declarant of all of the Lots in the Woods of Edenderry Subdivisions (including those proposed phases) the Bylaws may be amended only by the Class A Member.

**ARTICLE X
AMENDMENT OF ARTICLES OF INCORPORATION**

- (a) The Articles of Incorporation may be amended only upon due notice at a meeting of members called specifically for the purpose of such amendment.
- (b) Amendments to the Articles of Incorporation shall be adopted only upon the proposal and with the affirmative approval of the Class A member until conveyance by Declarant of all of the Lots. Thereafter, amendments to these Articles of Incorporation shall be adopted only upon the majority vote of the Class B members in the Association; provided, however, that there shall be no such amendment to these Articles without the written consent of the Class A member until conveyance of the last Lot to be included in the Woods of Edenderry Subdivisions.


**ARTICLE XI
LIMITATION OF LIABILITY OF DIRECTORS AND OFFICERS**

No volunteer director or volunteer officer, as those terms are defined in Act 162, Public Acts of 1982, as amended ("Act"), shall be personally liable to the corporation or its members for monetary damages for breach of fiduciary duty as a director or officer, provided that the foregoing shall not eliminate the liability of a director for any of the following: (i) breach of the director's or officer's duty of loyalty to the corporation or its members; (ii) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law; (iii) a violation of Section 551(1) of the Act; (iv) a transaction from which the director or officer derived an improper personal benefit; or (v) an act or omission that is grossly negligent. If the Act hereafter is amended to authorize the further elimination or limitation of the liability of directors or officers, then the liability of a director or officer of the corporation, in addition to the limitation on personal liability contained herein, shall be limited to the fullest extent permitted by the amended Act. No amendment or repeal of this Article shall apply to or have any effect on the liability of any director or officer of the corporation for or with respect to any acts or omissions of such director or officer occurring prior to such amendment or repeal.

Signed this 27th day of December, 1996.

When filed, return to:

Suzanne S. Reynolds
DROLET, FREEMAN, COTTON,
MACADDINO & NORRIS, P.C.
33 Bloomfield Hills Parkway, Suite 100
Bloomfield Hills, Michigan 48304


Suzanne S. Reynolds, Incorporator

WOODS OF EDENDERRY

BYLAWS

ARTICLE I ASSOCIATION OF LOT OWNERS

Woods of Edenderry No. 1, the plat of which is recorded in Liber 108, Pages 23 through 31, Woods of Edenderry No. 2, the plat of which is recorded in Liber 109, Pages 61 through 64, Wayne County Records, Woods of Edenderry No. 3, the plat of which is recorded in Liber 111, Pages 91 through 95, Wayne County Records, and all future phases of Woods of Edenderry (collectively, the "Subdivisions"), a residential development located in the Township of Northville, Wayne County, Michigan shall be administered by the Woods Of Edenderry Association, a Michigan non-profit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan and pursuant to the First Amended and Restated Declaration of Restrictions, Conditions and Covenants as recorded in Liber 28819, Page 798, Wayne County Records, as amended from time to time ("Declaration").

ARTICLE II MEMBERSHIP AND VOTING

Section 1. Members. By virtue of acquiring a beneficial ownership interest in a Lot in the Subdivisions, whether by deed, land contract or otherwise, a person shall be deemed automatically to become a member of the Association. Any person transferring all of his or her beneficial ownership interest in a Lot(s), by deed, land contract sale or otherwise, automatically shall be terminated as a member of the Association. Membership in the Association shall be deemed to be an incident to a beneficial ownership interest in a Lot, and in no event may the membership or any rights or privileges thereof be severed or separated from the beneficial ownership interest of a Lot. Notwithstanding the foregoing, the termination of a person's beneficial ownership interest in a Lot, and the consequent termination of his or her membership in the Association, shall not be deemed to relieve such person from any debt or obligation which accrued or arose during the period in which the person was a member of the Association.

Section 2. Classes. There shall be two classes of membership in the Association. Class A membership shall be voting, and Cambridge Development, L.L.C., a Michigan limited liability company ("Developer"), shall be the only Class A member. Class B membership shall be non-voting until the time specified below. Each owner of a Lot shall be a Class B member, and voting therein shall be on a one vote per Lot basis (i.e., each Lot is entitled to one vote, irrespective of how many people own the Lot and hence are members of the Association).

Section 3. Suspension of Voting. Any member who has delinquent dues, fees or charges due on his or her Lot shall not be entitled to vote.

Section 4. Voting. The only voting class of membership in the Association shall be Class A (i.e., the Developer shall have the sole vote in the Association, and the consequent right to

appoint the Board of Directors), until such time as one hundred percent (100%) of the Lots have occupied Dwellings on them or at such earlier time as is designated in writing by the Developer. When one hundred percent (100%) of the Lots in the Subdivisions have occupied Dwellings on them, or at such earlier time as the Developer may specify in writing, Class B members of the Association shall have all voting rights and the Developer shall resign its membership, eliminating classes of members. Thereafter for the Association to take any action it will be necessary for members to approve the same by the applicable majority or super-majority requirements established in the Declaration, the Articles of Incorporation and herein. Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

Section 5. Designation of Voting Representative. Lot Owners of each Lot, if there are multiple Owners, shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Lot Owners. Such notice shall state the name and address of the individual representative designated, the Lot number or numbers owned by the Lot Owners, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is a co-Owner. Such notice shall be signed and dated by all of the Owners of the Lot(s) for which the designation is being made. The individual representative designated may be changed by the Lot Owners at any time by filing a new notice in the manner herein provided.

Section 6. Quorum. The presence in person or by proxy of 35% of the Lot Owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 7. Majority. A majority, except where otherwise provided herein, shall consist of more than 50% of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the majority defined in the preceding portions of this Article.

ARTICLE III AMENDMENT

Theses Bylaws may be amended by the Developer at any time prior to the First Annual Meeting without the consent of any party. These Bylaws may be amended at any time after the Class B members have all voting rights, provided that the amendment receives the affirmative vote of seventy five (75%) percent of the Association members entitled to vote, and further provided that no such amendment may:

- (a) Eliminate the eligibility of any Lot Owner to vote, or change the basis for voting;
- (b) Purport to have any retroactive effect;
- (c) Change the super-majority (i.e., 75%) voting requirement, or the restrictions on amendments, which are contained in this paragraph;
- (d) Affect or diminish any obligation, responsibility or liability of the Association which is established in the Declaration, as such may be amended, or in any contract or agreement contemplated by the Declaration, as amended; and
- (e) Affect or diminish any rights reserved to the Developer under the Declaration.

ARTICLE IV ASSESSMENTS

The Association shall have the right and the obligation to assess and collect dues, fees or other charges to every Lot Owner in the Subdivisions, except as provided below. The dues, fees or other charges shall be in amounts reasonably sufficient to permit the Association to discharge its responsibilities, liabilities or prerogatives as provided in the Declaration.

Section 1. Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required including a reasonable allowance for contingencies and reserves. It is contemplated that such dues, fees or charges generally shall be levied on a yearly basis, although the Association periodically may levy special assessments to fund extraordinary expenses or to make up for shortfalls in the yearly dues, fees or other charges. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Lot Owner and the assessment for said year shall be established based upon said budget, although the failure to deliver a copy of the budget to each Lot Owner shall not affect or in any way diminish the liability of any Lot Owner for any existing or future assessments.

Section 2. Payments. If any required payment of dues, fees or other charges is not paid within thirty (30) days after the date the same is due, a late charge equal to eight (8%) percent of the payment so overdue shall be assessed. In addition, the Lot Owner shall be assessed interest on overdue payments. Such interest shall accrue at the rate of seven (7%) percent per annum from the date the payment is due, but shall be waived if payment is received within thirty (30) days of the date due.

Section 3. Lien. All dues, fees, charges, late charges and accrued interest shall constitute a lien on any Lot(s) owned by any person responsible for the payment of the same, and the Developer or the Association, as the case may be, may enforce the lien by recording appropriate

instruments confirming the existence of the lien and/or by foreclosing the lien by appropriate legal action. A Lot Owner promptly shall reimburse the Developer and the Association for any costs incurred by any of them (i) in collecting or attempting to collect delinquent dues, fee, charges, late charges or accrued interest, (ii) in preparing or recording an appropriate instrument to confirm the existence of the lien, or (iii) in enforcing or attempting to enforce any lien for delinquent dues, fees, charges, late charges or accrued interest, including without limitation attorneys fees and other litigation costs. Such right of reimbursement shall be in addition to and not in limitation of any other rights or remedies available to the Developer or the Association hereunder or otherwise. In any legal action to enforce the lien hereby created on a Lot, a court of competent jurisdiction shall be empowered to order a sale of any Lot(s) subject to the lien in order to satisfy the lien. Notwithstanding the foregoing, the lien shall be subordinate and junior to the lien of any first mortgage securing a loan for the acquisition or improvement of any Lot.

Section 4. Apportionment. The Association shall charge the same dues to each Lot, irrespective of the size of the Lot. The dues shall be payable by the Lot Owner whether or not the Lot Owner resides in the Subdivisions or has constructed a Dwelling on his or her Lot. Notwithstanding the foregoing, at such time as two-thirds (2/3) of the aggregate number of Lots in the Subdivisions have been sold by the Developer, no dues, fees or other charges shall be payable to the Association with respect to any Lots owned by the Developer. Instead, the financial needs of the Association shall be met by the dues, fees or other charges assessed on the other Lots. If thereafter the Developer sells or otherwise transfers a Lot to an unrelated third party, the Association may levy fees with respect to such Lot.

ARTICLE V MEETINGS

Section 1. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Lot Owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure.

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association shall be convened by the Developer within 60 days after the conveyance of legal or equitable title to non-developer owners of 100% of all Lots. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least 10 days' written notice thereof shall be given to each Lot Owner.

Section 3. Annual Meetings. Annual meetings of members of the Association shall be held on the third Tuesday of May each succeeding year after the year in which the First Annual Meeting is held, at such time and place as shall be determined by the Board of Directors. At such meetings there shall be elected by ballot of the Lot Owners a Board of Directors in

accordance with the requirements of these Bylaws. The Lot Owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Lot-owners as directed by resolution of the Board of Directors or upon a petition signed by 1/3 of the Lot Owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Lot Owner of record, at least 10 days but not more than 60 days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Lot Owner at the address shown in the notice required to be filed with the Association by these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

Section 6. Adjournment. If any meeting of Lot Owners cannot be held because a quorum is not in attendance, the Lot Owners who are present may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

Section 7. Action Without Meeting. Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided for the giving of notice of meetings of members. Such solicitations shall specify the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 8. Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy signs a written waiver of notice or a consent to the holding of such meeting or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 9. Minutes: Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE VI BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The first Board of Directors shall be comprised of three (3) directors to be appointed by the Developer. The Board of Directors shall be increased to five (5) directors at the First Annual Meeting. The Directors, except for the first Board of Directors appointed by the Developer, must be members of the Association or officers, partners, trustees, employees or agents of members of the Association. Directors shall serve without compensation.

Section 2. Election of Directors at and After First Annual Meeting. At the First Annual Meeting three (3) Directors shall be elected for a term of two years and two (2) Directors shall be elected for a term of one year. At such meeting all nominees shall stand for election as one slate and the three persons receiving the highest number of votes shall be elected for a term of two years and the two persons receiving the next highest number of votes shall be elected for a term of one year. At each annual meeting held thereafter, either two or three Directors shall be elected depending upon the number of Directors whose terms expire. After the First Annual Meeting, the term of office (except for the two Directors elected at the First Annual Meeting whose terms are one year) of each Director shall be two years. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 3. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Declaration or required thereby to be exercised and done by the Lot Owners.

Section 4. Other Duties. In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

- (a) To manage and administer the affairs of and to do all things reasonable and necessary to fulfill the obligations of the Association pursuant to the Declaration.
- (b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.
- (c) To carry insurance and collect and allocate the proceeds thereof.

(d) To rebuild improvements for which the Association has responsibility after casualty.

(e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Subdivisions.

(f) To acquire, maintain and improve; and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of 75% of all of the members of the Association.

(h) To make rules and regulations in accordance with these Bylaws.

(i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Subdivisions and to delegate to such committees any functions or responsibilities which are not by law or the Declaration required to be performed by the Board.

(j) To enforce the provisions of the Declaration.

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Declaration required to be performed by or have the approval of the Board of Directors or the members of the Association.

Section 6. Vacancies. Vacancies in the Board of Directors which occur after the First Annual Meeting caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the members of the Association.

Section 7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the

Directors may be removed with or without cause by the affirmative vote of more than 50% of all of the Lot Owners qualified to vote and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal 35% requirement. Any Director whose removal has been proposed by the Lot Owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion.

Section 8. First Meeting. The first meeting of a newly elected Board of Directors shall be held within 10 days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director personally, by mail, telephone or telegraph, at least 10 days prior to the date named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on 3 days' notice to each Director given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two Directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice by him or her of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon 24 hours' prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

Section 13. First Board of Directors. The actions of the first Board of Directors

of the Association or any successors thereto selected before the First Annual Meeting shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Declaration, the Articles of Incorporation of the Association or these Bylaws.

Section 14. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be association expenses.

ARTICLE VII OFFICERS

Section 1. Officers. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices except that of President and Vice President may be held by one person.

(a) President. The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Board of Directors. He or she shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he or she may in his or her discretion deem appropriate to assist in the conduct of the affairs of the Association.

(b) Vice President. The Vice President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him or her by the Board of Directors.

(c) Secretary. The Secretary shall keep minutes of all meetings of the Board of Directors the minutes of all meetings of the members of the and the Association; he or she shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he or she shall, in general, perform all duties incident to the office of the Secretary.

(d) Treasurer. The Treasurer shall have responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He or she shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such

depositories as may, from time to time, be designated by the Board of Directors.

Section 2. Election. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his or her successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

Section 4. Duties. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE VIII

SEAL

The Association may (but need not) have a seal. If the Board determines that the Association shall have a seal, then it shall have inscribed thereon the name of the Association, the words "corporate seal", and "Michigan".

ARTICLE IX

FINANCE

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses and any other expenses incurred by or on behalf of the Association and the Lot Owners. Such accounts and all other Association records shall be open for inspection by the Lot Owners during reasonable working hours upon reasonable advanced notice. The Association shall prepare and distribute to each Lot Owner at least once a year a financial statement, the contents of which shall be defined by the Association.

Section 2. Fiscal Year. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

Section 3. Bank. Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts

or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE X INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement, incurred by or imposed upon him in connection with any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which he or she may be a party or in which he or she may become involved by reason of his or her being or having been a director or officer of the Association, whether or not he or she is a director or officer at the time such expenses are incurred, except as otherwise prohibited by law; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Association (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. At least ten days prior to payment of any indemnification which it has approved, the Association shall notify all Lot Owners thereof. Further, the Association is authorized to carry officers' and directors' liability insurance covering acts of the officers and directors of the Association in such amounts as it shall deem appropriate.

ARTICLE XI DEFINITIONS

All terms used herein shall have the same meaning as set forth in the Declaration unless otherwise specifically defined herein.

ARTICLE XII SEVERABILITY AND CONFLICTS

In the event that any of the terms, provisions or covenants of these Bylaws or the Declaration are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable. If any provision of these Bylaws is inconsistent with any provision of the Declaration, the Declaration shall control.