



YORKSHIRE PLACE HOMEOWNERS ASSOCIATION

Please add this amendment to your copy of your Yorkshire Homeowners Association bylaws. This amendment was passed by a majority vote of the homeowners via mail in January, 1995 and accepted at the Board of Director's meeting on April 4, 1995.

An amendment to Yorkshire Place Homeowners Association by-laws may be made provided it is passed by a majority vote of those present, or represented by absentee ballot, at a meeting, held for that purpose; notice of such meeting would be given to all homeowners no later than two (2) weeks prior to the meeting.

Yorkshire Homeowners Association Board of Directors
December 10, 1996



YORKSHIRE PLACE HOMEOWNERS ASSOCIATION

NOTICE TO ALL HOMEOWNERS -- FROM THE ARCHITECTURAL COMMITTEE

This policy statement is regarding FENCING which has already been erected or future plans of installing fencing.

The split-rail fencing along the north perimeter of Yorkshire Place Subdivision (Emerald Forest) was approved. The reasons for approval include liability insurance for homeowners of the sidewalk path and back entrance to homeowners lots, since all homeowners on Emerald Forest back up to school property. The split-rail fencing was continuous through all yards with the exception of Lot 109 which still needs to be installed.

The split-rail fencing east of Portsmouth was approved again for liability of all homeowners along the bike path, provided it was split-rail decorative fencing ONLY and/or pine trees. The goal is to provide a continuous appearance along Taft Toad.

Recently, fencing was approved for Davenport west lots backing up to Simmons Orchard Subdivision. This fencing must be Board-on-Board type ONLY. The fencing was approved to try to establish some continuity of the fencing along Davenport as Simmons Orchard Subdivision allows and currently has all types.

In accordance with the Declarations of Restrictions fencing cannot run the entire perimeter of ANY LOT. Only "landscaping" type will be permitted, which is split-rail, and that cannot run more than twenty feet (20') in length or four feet (4") in height when erected as part of a pre-approved landscaping plan.

In addition, if any homeowner decided to install any of the fencing described above, they must obtain prior approval from the Architectural Committee. If you have any questions regarding this policy or any other fencing issues, please contact one of the Architectural Committee Members listed below or bring them to our attention at the July 15, 1991 Homeowners meeting.

Judy Burchart, Director; John Ludwig, Doug Zentz, Connie Dye,
Dave Ray.

July 1, 1991



YORKSHIRE PLACE HOMEOWNERS ASSOCIATION

Please add this amendment to your copy of your Yorkshire Homeowners Association bylaws. This amendment was passed by a majority vote of the homeowners via absentee ballots received in the mail and by a vote taken of homeowners present at the Annual Meeting of the Association held on November 2, 1996, and accepted on November 2, 1996 by the Board of Directors:

Section 4.08. Effect of Non-Payment of Assessments: Remedies of the Association.
Any assessment not paid within thirty (30) days after the due date shall bear a late fee of \$10.00 per month. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property in equity as if it were a mortgage and pursuant to the statutes in such case made and provided for the foreclosure of mortgages. No owner may waive or otherwise escape liability for the assessments provided for herein by the non-use of the Common Area or abandonment of his lot.

Yorkshire Homeowners Association Board of Directors
December 12, 1996

DECLARATION OF RESTRICTIONS

YORKSHIRE PLACE SUBDIVISION NO. 2 LIBER 10001 PAGE 396

WHEREAS, TRI-MOUNT LAND DEVELOPMENT COMPANY, INC., a Michigan corporation of 41115 Jo Drive, Novi, Michigan 48050 (the "Declarant"), as owner in fee simple of the lands hereinafter described and hereinafter referred to as the "Subdivision", has recorded a Declaration of Restrictions applicable to Yorkshire Place Subdivision No. 1; and

WHEREAS, that Declaration of Restrictions has been recorded in Liber 9664, Page 35 through 51, inclusive, Oakland County Records, Document No. 86-107631; and

WHEREAS, Article VIII of the Declaration of Restrictions, above referred to provides Declarant with the option, by a separate instrument recorded with the Register of Deeds, to expand provisions of the Declaration of Restrictions to additional lands.

NOW THEREFORE, in consideration of the mutual benefits to be derived by the Declarant, its successors and assigns and purchasers and owners of the individual lots in the lands hereinafter described, the undersigned Declarant for itself, its successors and assigns, does hereby exercise its option to extend the Declaration of Restrictions.

ARTICLE I

Annexation of Additional Subdivision

Section 1.01. Upon recording of this instrument with the Oakland County Register of Deeds, the Declaration of Restrictions heretofore recorded in Liber 9664, Page 35 through 51, inclusive (the "Restrictions") shall be extended and expanded to include the following described property:

Land in the City of Novi, Oakland County, Michigan located in part of the East 1/2 of the SE 1/4 of ~~1/4~~ ^{1/4} ~~1/4~~ ^{1/4} REG. DEEDS PAID Section 21, Towne 1 North, Range 8 East, being ~~1/4~~ ^{1/4} ~~1/4~~ ^{1/4} JUL. 10 '87 02:42PM shire Place Subdivision No. 2, according to ~~1/4~~ ^{1/4} ~~1/4~~ ^{1/4} through ~~1/4~~ ^{1/4} ~~1/4~~ ^{1/4}, Pages ~~28~~ ²⁹ thereof as recorded in Liber 193, Oakland County Records

#1

RETURN TO:

SEE PAGE 2

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22-21-400-(R12)

Incorporation of Restrictions

The Declaration of Restrictions recorded in Liber 9664, Page 35 through 51, inclusive are incorporated herein by reference as if set forth with particularity. Each and every provision of said restriction, without exception, shall apply with full force and effect to the additional subdivision in the preceding section.

IN WITNESS WHEREOF, the undersigned, being all of the parties with a present interest in the said property, have caused this instrument to be recorded this 30 day of April, 1987.

WITNESSED BY:

TRI-MOUNT LAND DEVELOPMENT COMPANY, INC., a Michigan corporation

Colleen D. O'Connell
COLLEEN O'CONNELL
Harold J. Snyder
HAROLD J. SNYDER

By: Stanley M. Moffitt
Stanley M. Moffitt, Secretary

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 30th day of April, 1987, by Stanley M. Moffitt, the duly elected Secretary of Tri-Mount Land Development Company, Inc., a Michigan corporation, on behalf of the corporation.

DRAFTED BY AND WHEN RECORDED,
RETURN TO:

David S. Snyder, Esq.
Snyder and Handler, P.C.
30600 Telegraph Rd., Ste. 3190
Birmingham, Michigan 48010

Colleen D. O'Connell
COLLEEN D. O'CONNELL
NOTARY PUBLIC
OAKLAND COUNTY, MICHIGAN

MY COMMISSION EXPIRES 6-28-89

R,

COPY
DECLARATION OF RESTRICTIONS REGISTER OF DEEDS
YORKSHIRE PLACE SUBDIVISION NO. COUNTY OF OAKLAND

WHEREAS, TRI-MOUNT LAND DEVELOPMENT COMPANY, INC., a Michigan corporation of 41115 Jo Drive, Novi, Michigan 48050, (the "Declarant"), owner in fee simple of the lands hereinafter described and hereinafter referred to as the "Subdivision", desires to create a planned community with permanent open space areas called "Common Area" for the benefit of all of the residents of the Subdivision, together with those lands which may be added to the Subdivision from time to time by the Declarant pursuant to the terms of this Declaration of Restrictions; and

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

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in the Subdivision to create a legal entity to which should be assigned the powers of owning, maintaining and administering the Common Area and facilities that may be constructed thereon and collecting and disbursing the assessments and charges hereinafter created and promoting the recreation, health, safety and welfare of the residents; and

WHEREAS, Declarant, as part of its overall development plan, will be further developing certain lands contiguous to the Subdivision which are hereinafter referred to as the "Additional Subdivisions"; and

WHEREAS, provisions will be made for the owners of the lots in the Additional Subdivisions to become members of the Association of Owners as hereinafter defined with all of the rights and obligations incident thereto.

NOW THEREFORE, in consideration of the mutual benefits to be derived by the Declarant, its successors and assigns and purchasers and

owners of the individual lots in the Subdivision and in the Additional Subdivisions, the undersigned Declarant, for itself, successors and assigns, does hereby publish and declare the within Articles of Restrictions applicable to all present and future owners of various lots in the Subdivision and the Additional Subdivisions, that same will and shall be used, held and/or sold expressly subject to the following building and use conditions, restrictions, covenants and agreements which comprise the general improvement plan which shall be incorporated by reference in all deeds of conveyance and contracts for the sale of said lots and shall run with the land and be binding upon all grantees of individual lots in the Subdivision and the Additional Subdivisions and on their respective heirs, personal representatives, successors and assigns.

ARTICLE I

Definitions

Section 1.01. "Association" shall mean and refer to YORKSHIRE PLACE ASSOCIATION, a Michigan non-profit corporation, its successors and assigns.

Section 1.02. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot which is the part of the Subdivision or the Additional Subdivisions, including land contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.03. "Properties" shall mean and refer to the residential lots within the Subdivision and the Additional Subdivisions.

Section 1.04. "Common Area" shall mean and refer to those areas of land shown on the recorded plat of the Subdivision (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Areas are to be owned by the Association at the time of conveyance of the first lot within the Subdivision. The Subdivision is described as follows:

Land in the City of Novi, Oakland County, Michigan located in part of the East 1/2 of the Southeast 1/4 of Section 21, T. 1 N., R. 8 E., being Yorkshire Place Subdivision No. 1 according to the plat thereof recorded in Liber _____, pages _____ through _____ of Oakland County Records.

The Additional Subdivision will be located on the lands described in Exhibit "A" to this Declaration of Restrictions.

Section 1.05. "Lot" shall mean and refer to any numbered lot shown on any recorded plat of the Subdivision or any of the Additional Subdivisions.

Section 1.06. "Declarant" shall mean and refer to TRI-MOUNT LAND DEVELOPMENT COMPANY, INC., a Michigan corporation, its successors and assigns.

Section 1.07. "Declaration" shall mean and refer to this Declaration of Restrictions as recorded in the office of the Oakland County Register of Deeds, State of Michigan.

Section 1.08. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in this Declaration.

ARTICLE II

Property Rights

Section 2.01. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

- A) The right of the Association to charge reasonable admission and other fees for the use of any recreational facilities which may be situated on the Common Area.
- B) The right of the Association to suspend the voting rights and right to use recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

C) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of Members has been recorded and provided further, that no such dedication or transfer or determination as to the condition thereof shall be effective unless prior consent thereto of the City of Novi by and through its City Council has first been obtained. In all events, however, the Declarant shall have the power to dedicate or transfer all or any part of the Common Areas to the parties above set forth without the consent of the Members.

Section 2.02. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or purchasers who reside on the property. Except as set forth in this Section, there shall be no right of delegation by an owner.

ARTICLE III

Membership and Voting Rights

Section 3.01. Every owner of a lot in the Subdivision and the Additional Subdivisions shall be a mandatory member of the Association. Membership shall be appurtenant and may not be separated from the ownership of any lot which is subject to assessment.

Section 3.02. The Association shall have two (2) classes of voting membership:

A) Class A - Class A members shall be all owners with the exception of the Declarant and its builder-purchasers, if applicable, and shall have no voting rights until the first occurring of the following two events: (a) Class A members having obtained seventy-five (75%) percent or more of the votes of the original Class B members as herein-after defined.

For purposes of this Section, the applicable percentage shall be measured against the entire number of lots in the Subdivision together with the Additional Subdivisions; (b) An earlier time at the sole option of the Declarant to be effectuated by the preparation and recording of an amendment to this Declaration of Restrictions signed by the Declarant and designating an earlier date.

B) Class B - Class B members shall be the Declarant. Class B members shall be entitled to one vote for each lot owned. At such time as Class A members have achieved the right to vote, Class B members shall have the right to veto any act or resolution adopted by the Association and based upon the votes of Class A members.

ARTICLE IV

Covenant For Maintenance and Assessments

Section 4.01. Creation of Lien and Personal Obligation of Assess-

ment. Each owner of a lot by acceptance of a Deed therefor, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association (i) annual general assessments or charges and (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual general and special assessments together with interest thereon, collection costs, including reasonable attorneys fees, shall be a charge on the land and shall be a con-
tinuing lien on the property against which each such assessment is made. Each such assessment, together with interest thereon, costs of collection thereof, including reasonable attorneys fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. For the purpose of assessment, the term "Owner" shall exclude Declarant and any builder or developer who purchases a lot for the purpose of constructing improvements thereon for resale to an owner.

Section 4.02. Purpose of Assessments. The assessments levied by

the Association shall be used exclusively to promote the recreation, health,

safety and welfare of the residents in the Subdivision and the Additional Subdivisions, and in particular, for the improvement and maintenance of the Common Area and facilities as well as all Subdivision entrance gates, abutting roads leading into the Additional Subdivisions, for which easement rights have been granted to the Association.

Section 4.03. Maximum Annual Assessments. The initial assessments shall be established by a Board of Directors of the Association elected by the Class B shareholders. Those Directors shall establish an annual budget setting forth the anticipated financial needs of the Association and providing an equitable division of assessments against the applicable lots that may be necessary to meet those needs. Any Board of Directors elected by Class A members shall be limited to an increase in assessment to a sum not more than five (5%) percent above the maximum assessment which had been established for the previous year. In the event that a sum in excess of that amount is necessary or desirable for the purposes of the Association, such increased assessment must be approved at a special meeting of the Association at which a quorum is present. The approval shall require a two-thirds (2/3) vote of those present at the meeting.

Section 4.04. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of the Subdivision entrance gates as well as any improvements upon the Common Area, including fixtures and personal property, provided that any such assessment must be approved by a meeting of the members of the Association at which a quorum is present. A vote of two-thirds (2/3) of those present shall be required for the imposition of such assessment.

Section 4.05. Notice and Quorum for Actions Authorized Under Article IV, Sections 4.03 and 4.04. Written notice of any meeting called for the purpose of taking any action authorized under Sections 4.03 and 4.04

shall be sent to all members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements. At the subsequent meeting, the quorum requirement shall be fifty (50%) percent of that required at the preceding meeting. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Approval of a resolution increasing the annual assessment or establishing a special assessment shall require a two-thirds (2/3) approval of those members entitled to vote.

Section 4.06. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for each lot. The assessments may be levied and/or collected on a monthly or annual basis.

Section 4.07. Date of Commencement of Annual Assessments. Due Dates: The annual assessment provided for herein shall commence as to all lots on the first day of the month following the conveyance of the first lot in the Subdivision to an owner who is not the Declarant, a builder or developer under the provisions of Section 1.02. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year and shall be collected at the time of permanent loan closing applicable to the sale to the particular owner. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 4.08. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six (6%) percent per annum. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property in equity as if it were a mortgage and pursuant to the statutes in such case made and provided for the foreclosure of mortgages. No owner may waive or otherwise escape liability for the assessments provided for herein by the non-use of the Common Area or abandonment of his lot.

Section 4.09. Exempt Property. All Common Area and all other property exempt from taxation by state or local government and dedicated for public use shall be exempt from the assessments, charges and liens created by these Articles of Restrictions.

Section 4.10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

Building and Use Restrictions

Section 5.01. Use of Property. All lots within the Subdivision shall be used for single residence purposes only, and no building of any kind whatsoever shall be erected, re-erected, moved or maintained thereon except a private dwelling house and appurtenant buildings as hereinafter provided. Such dwelling house shall be designed and erected for occupation by a single private family. A private attached 2-car garage for the sole use of the owner or occupant of the lot upon which said garage is erected must also be erected and maintained.

Section 5.02. Character and Size of Buildings.

- A) No building, fence, wall, retaining wall, drive, walk or other structure or improvement shall be commenced, erected, installed or maintained, nor shall any addition to, change or alteration to any structure be made, except interior alterations, until plans and specifications acceptable to Declarant showing the nature, kind, shape, heights and materials, color schemes, location on lot and approximate cost of such structure or improvement and the grading plan of the lot to be built upon shall have been submitted to and approved in writing by Declarant or its authorized agent and a copy of said plans and specifications, as finally approved, lodged permanently with the Declarant.
- B) Declarant shall have the right to refuse to approve any such plans or specifications or grading plan which are not suitable or desirable in its opinion for aesthetic or other reasons; and in so passing upon such plans, specifications and grading, it shall have the right to take into consideration the suitability of the proposed building or other structure or improvement to be built or constructed, to the site upon which it is proposed to erect the same, and the harmony as planned in view of the outlook upon the adjacent or neighboring properties.
- C) In the event Declarant or its agent has failed to approve or disapprove such plans and location within thirty (30) days after the same shall have been delivered to Declarant, then such approval will not be required.
- D) In any case, with or without the approval of Declarant, no dwelling shall be permitted on any lot in the Subdivision unless, in the case of a one story building, the living area thereof shall be not less than 1,800 square feet; in the case of a one and one-half story building, the living area shall not be less than 1,800 square feet; in the case of a two story building, the living area shall not be less than 1,800 square feet; and in the case of a quad or tri-level building, the living area shall not be less than 1,800 square feet.

All computations of square footage for determination of the permissibility of erection of a residence shall be exclusive of garages, porches, terraces or areas below the grade. All garages must be attached or architecturally related to the dwelling. No garage shall provide space for less than two (2) automobiles. Carports are specifically prohibited.

Section 5.03. Architectural Control Committee. An architectural control committee is hereby established for the purposes set forth in the preceding Section. The Declarant shall be the initial and sole member of the Architectural Control Committee. The Declarant shall have the power, by a duly recorded instrument supplementing this Declaration of Restrictions, to designate a Board of Directors of the Association as the substitute and successor Architectural Control Committee. The Architectural Control Committee established pursuant to this Section shall have the exclusive power to make the determinations as to the character and size of buildings as set forth in the preceding Section.

Section 5.04. Building Lines. No building on any lot in the Sub-

division shall be erected nearer than:

- A) Thirty (30') feet from the front lot line; nor
- B) Ten (10') feet from the side lot line; nor
- C) Thirty-five (35') feet from the rear lot line; nor
- D) Thirty (30') feet from the exterior side lot line on corner lots.

The Architectural Control Committee shall have the power to waive or alter the foregoing requirements subject, at all times, the requirements of the applicable zoning ordinances of the City of Novi.

Section 5.05. Animals.

A) No farm animals or wild animals shall be kept, bred or harbored on any of the said lots. No animals shall be kept, bred or maintained on any lot excepting household pets for the use by the owner and members of his family. No animals shall be kept on the premises for any commercial purposes. Household pets shall have such care so as not to be objectionable or offensive due to noise, odor or unsanitary conditions.

D) Any dog kept by a resident on his premises shall be kept either on a leash or in a dog run or pen and shall not be allowed to run loose or unattended. Dog runs or pens shall be located only in the rear yard adjacent to a wall of the main dwelling or garage facing the rear or interior of the lot.

ARTICLE VI

General Conditions

Section 6.01. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same shall not be kept except in sanitary containers properly concealed from the public view. Garbage containers shall not be left at the road for more than 24 hours in any one week.

Section 6.02. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles or camping trailers may be parked on or stored on any lot in the Subdivision unless stored fully enclosed within an attached garage. Commercial vehicles and trucks shall not be parked in the Subdivision or in any lot therein except while making normal deliveries or pickups in the normal course of business or unless stored in fully enclosed attached garages.

Section 6.03. No laundry shall be hung for drying in such a way as to be visible from the street on which the lot fronts and in the case of corner lots, such laundry shall not be hung so that it will be visible from the streets on which the lot fronts and sides.

Section 6.04. All homes shall be equipped with electric garbage disposal units in the kitchen.

Section 6.05. The grade of any lot or lots in the Subdivision may not be changed without the written consent of the Architectural Control Committee. This restriction is intended to prevent interference with the master drainage plans for the Subdivision.

Section 6.06. No "through the wall" air conditioners may be installed on the front of any building in the Subdivision.

Section 6.07. No outside compressors for central air conditioning units may be located other than in the rear yard and must be installed and maintained in such a manner so as not to create a nuisance to the residents of adjacent dwellings.

Section 6.08. No swimming pool may be higher than one (1') foot above the existing lot grade.

Section 6.09. Sales Agency and/or Business Office. Any provisions of this instrument to the contrary notwithstanding, Declarant and/or any builder or builders which it might designate may construct and maintain a sales agency and business office on any lot or lots in the Subdivision which it or they may select, or may use a model house for such purposes, and Declarant and such designated builder or builders may continue to do so until such time as all of the lots in the Subdivision and in the Additional Subdivisions in which Declarant or such other designated builder or builders have an interest are sold by them.

Section 6.10. Lease Restrictions. No owner of any lots in the Subdivision shall lease and/or sublet less than the whole of any dwelling.

Section 6.11. Exterior Service of Dwelling. Not less than fifty (50%) percent of the exterior walls of all dwelling structures in the Subdivision shall be constructed of wood, brick, brick veneer and/or stone in any combination. Stucco, aluminum and/or ledgerrock may also be used so long as any combination of these materials does not exceed fifty (50%) percent of the total of all exterior walls. The use of cement, slab, cinderblock, asphalt and/or any other type of commercial siding is expressly prohibited. Windows shall not be used in calculating the total area of exterior walls.

Section 6.12. Fences.

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

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

B) No fence or wall may be erected or maintained in or along the side lines of any lot and/or on or along the rear line of any lot unless approval is obtained from the Architectural Control Committee pursuant to Section 5.02 and 5.03 of these Restrictions.

Section 6.13. Signs. No sign or billboard shall be placed, erected or maintained on any lot in the Subdivision except one sign advertising the lot, or the house and lot for sale or lease, which said sign shall have a surface of not more than five (5) square feet and a top of which shall be not more than three (3) feet above the ground; provided, however, that such sign shall have been constructed and installed in a professional manner. Such sign shall be kept clean and in good repair during the period of its maintenance on the said lot and in no event, shall it be placed and maintained nearer than twenty-five (25') feet from the front line. The provisions of this paragraph shall not apply to such signs as may be installed or erected on any lot by Declarant or any builder which it may designate during the construction period, or during such period as any residence may be used as a model or for display purposes.

Section 6.14. Destruction by Fire. Any debris resulting from the destruction in whole or in part of any dwelling or building on any lot in the Subdivision shall be removed with all reasonable dispatch from such lot and property in order to preserve the sitely condition of the Subdivision.

Section 6.15. Landscape. Within one (1) year after completion of a residence on any of the lots in the Subdivision, the owner thereof, (and the word "owner" as used in this connection is intended to mean the party who purchases a residence from the builder thereof and each subsequent purchaser) shall cause the lot owned by him to be finish-graded and seeded or sodded and suitably landscaped as soon after the completion of construction as weather permits. The lot and the drainage ditch, if any, contiguous to each lot shall be kept free of weeds by the owner thereof. All landscaping and lawns shall be well maintained at all times.

Section 6.16. Easements. Easements for the installation and maintenance of utilities, underground television, master antenna line and underground sewage, water and drainage lines and surface drainage swalls are reserved to the Declarant, its successors and assigns as shown on the recorded plat and also in, on, under and over a strip of land as indicated on the plat on each side of and along the rear and side of each lot. The use of all or part of such easements may at any time or times hereafter be granted or assigned by Declarant, its successors and assigns, to any person, firm, corporation, governmental unit or agency which furnishes such services or utilities.

No building may be constructed or maintained over or on any easement; however, after the aforementioned utilities have been installed, plantings or other lot line improvements shall be allowed so long as they do not interfere with, obstruct, hinder or impair the drainage plan of the Subdivision and so long as access be granted without charge or liability for damage for maintenance of the utilities or the underground drainage lines so installed.

Section 6.17. Temporary Structures. Trailers, tents, shacks, barns or any temporary buildings of any nature or description whatsoever are expressly prohibited within the Subdivision, and no temporary residence shall be permitted in unfinished residential buildings. The erection of a temporary storage building for materials and supplies to be used in the construction of buildings by Declarant or a temporary office consisting of a trailer or other temporary type of building may be used by Declarant during the construction period.

ARTICLE VII

General Provisions

Section 7.01. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity of all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. The failure by the Association or by any owner to enforce any covenant or restriction herein

contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 7.02. Severability. The invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 7.03. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date of recording this Declaration, after which time there shall be automatically extended for successive periods of ten (10) years each. This Declaration may be amended during the first 20 year period by an instrument signed by not less than seventy-five (75%) percent of the lot owners entitled to vote. Thereafter, this instrument may be amended by an instrument signed by not less than sixty (60%) percent of the lot owners entitled to vote. Any amendment must be recorded. As a sole exception, the Declarant may amend these Restrictions at any time for purposes of redesignating the Association as the Architectural Control Committee as is provided in Section 5.03 of this instrument.

ARTICLE VIII

Annexation and Application to Additional Subdivisions

Section 8.01. The provisions of this instrument are initially intended to pertain to YORKSHIRE PLACE NO. 1. That Subdivision constitutes the first phase of a multi-phase development which may ultimately include two additional subdivisions to be located on the lands described in Exhibit "A" to this instrument. The Declarant may at its option include those additional lands and extend the provisions of these Restrictions to that property. If the Developer does not exercise its option to extend these Declarations before the expiration of five (5) years from the recording hereof, that option to the Declarant and its successors and assigns shall thereupon expire. Except as to YORKSHIRE PLACE SUBDIVISION NO. 1, the property described in Exhibit "A" shall not be bound by these Restrictions

unless the Declarant exercises its option by a separate instrument recorded with the Register of Deeds. Prior thereto, such property shall remain free and clear of these Restrictions. By a separate instrument recorded for that purpose and signed by the Declarant, the provisions of this instrument shall thereupon be expanded to include all or part of said additional lands. In the event that such amendment shall include only a part of such additional lands, the Declarant shall retain the right to file successive instruments expanding the provisions of these Restrictions until they have included all of the lands described in Exhibit "A". Immediately upon recordation of an instrument expanding the area in the manner aforesaid, all lots included in the expanded area shall have Class "B" voting rights. Declarant shall retain and have the right to utilize the Class "B" voting rights as if such lots were initially included with the first recording of this instrument.

Section 8.02. Application to Additional Subdivisions. All lots in the Additional Subdivisions shall immediately be subject to the provisions of this instrument upon recording of the expansion amendment referred to in the preceding section. The owners of those lots shall thereupon become mandatory members of the Association and all provisions herein shall thereupon apply to such lots in the Additional Subdivisions as if they had been included initially.

IN WITNESS WHEREOF, the undersigned, being all of the parties with a present interest in the said property have caused this instrument to be recorded this ____ day of October, 1986.

WITNESSED BY:

John A. O'Connell

TRI-MOUNT LAND DEVELOPMENT
COMPANY, INC., a Michigan
corporation,

By: Stanley M. Moffitt
Its: Sec.