



Section 5.6 Certificate With Respect To Assessments. Upon the written request of any Owner, the Association shall furnish, within a reasonable time, a written certificate regarding the status of any assessments levied against the Owner's Lot(s). Any such certificate, when properly issued by the Association, shall be conclusive and binding with regard to the status of the assessments as between the Association and any bona fide purchaser of the Lot(s) described in the certificate and the lender who has taken a lien on the Lot(s) as security for the repayment of a loan.

Section 5.7 Exemptions From Assessments.

A. All Lots owned by Developer shall be exempt from all regular, special and deficiency assessments. Upon conveyance of any Owner of the Lot by Developer to a Class A Member, the exemption for each such Lot shall end and the Lot shall then be liable for the prorated balance of that year's established annual assessment and special assessment, if any. However, any Lots owned by Developer shall not be exempt from assessments by the Township for real property taxes and other charges.

B. Builders, developers and real estate companies who own or hold any Lot(s) for resale to customers in the ordinary course of business shall not be liable for the payment of any regular, special or deficiency assessments imposed by the terms of this Article 5. Provided, however, any exemption established by this Section 5.7B shall end as to a Lot in the event construction is not commenced within two (2) years from the date the Lot is acquired by a builder, developer or real estate company.

Section 5.8 Subordination Of Liens To Mortgages. The lien for assessments provided for in this Article 5 shall be subordinate to the lien of any mortgage or mortgages held by any bank, savings and loan association, insurance company, mortgage company or other similar institution existing of record at the time the lien for assessments is imposed. Sale or transfer of a Lot, or any portion thereof, shall not affect the assessment lien. However, the sale or transfer of any Lot in connection with a mortgage foreclosure proceeding, or any proceeding in lieu of foreclosure, shall extinguish the lien of the assessment, interest and charges which became due prior to such sale or transfer, but in no such event shall the prior Owner of the Lot be relieved of any liability for such obligations and debts. No sale or transfer pursuant to any foreclosure proceeding, or any proceeding in lieu of foreclosure shall relieve any Lot from any assessments thereafter levied or from the lien accruing from such assessments, and no subsequent sale or transfer shall release such Lot from liability for any assessment, interest or charges which thereafter become due or from any lien therefor.

Section 5.9 Collection Of Assessment And Creation Of Lien. If any assessment is not paid within thirty (30) days from the date payment is due, the Association may sue the Owner and obtain a personal judgment against the Owner and/or may enforce the lien in the same manner as, and by following similar procedures which are required for, the foreclosure of mortgages, whether by advertisement or judicial action, including the allowance of such costs and reasonable attorneys' fees as would be taxable in the foreclosure of a mortgage.

Section 5.10 Community Association Assessments. The Owner of each and every Lot established within the Subdivision (and the Owner of any Lot established on land added to the Property as



provided for in Section 8.1B, below) shall be personally liable for payment of any and all assessments (including special assessments) charged against his or her Lot by the Community Association in accordance with the Community Association Declaration described in Section 1.7 above. (All such assessments are hereinafter referred to as the "Community Association Assessments"). Each and every Lot (including any Lot established on land added to the Property) shall be subject to such liens as may be imposed thereon for the collection of Community Association Assessments as provided for in the Community Association Declaration. Each and every Owner shall promptly remit the Community Association Assessments charged to his or her Lot to the Association, which shall promptly remit the collected assessments to the Community Association in compliance with the Community Association Declaration.

ARTICLE 6
GENERAL RESTRICTIONS

Section 6.1 Land And Building Use Restrictions. All Lots shall be used for private residential purposes only and no building, except an existing building or as specifically authorized elsewhere in this Declaration, shall be erected, re-erected, placed or maintained or permitted to remain on any Lot, except one (1) single family private dwelling not to exceed two (2) stories in height and an attached private garage containing no less than two (2) nor more than three (3) parking spaces for the sole use of the Owner or occupants of the dwelling. No other accessory building or structure including, but not limited to carports, may be erected in the Subdivision without the prior written consent of Developer. Notwithstanding the foregoing, Developer or a builder designated by Developer may erect and maintain model homes on any Lots owned by Developer or a builder designated by Developer until such time as all Lots owned by Developer or its designated builder are sold.

Section 6.2 Dwelling Quality And Size. It is the intention and purpose of this Declaration to insure that all dwellings in the Subdivision are of a quality, design, workmanship and materials approved by Developer. All dwellings shall be constructed in accordance with the applicable governmental building codes, ordinances and/or regulations and with such further standards as may be required by this Declaration or by Developer, its successors and/or assigns. The minimum square footage of floor area of a dwelling, exclusive of basements, unfinished attics, attached garages, steps, opened and/or closed porches, breeze ways and similar facilities, shall be not less than one thousand two hundred (1,200) square feet. Notwithstanding the foregoing, Developer or the Architectural Control Committee, referred to in Section 7.3 below, as the case may be, shall be entitled to grant exceptions to these minimum square footage restrictions to the Owner of a Lot who applies for such exception; provided the Owner demonstrates to the satisfaction of Developer or the Architectural Control Committee, as the case may be, that a reduction in the square footage requirement as to said Owner will not adversely affect the quality of the Subdivision or lessen the value of the homes surrounding the home to be constructed by the Owner on such Lot. Any such exception granted to an Owner shall be evidenced by a written agreement and no such exception shall constitute a waiver of any minimum square footage requirement as to any other Lot or Owner.

Section 6.3 Building Location. All buildings and structures shall be located on each Lot in accordance with Township requirements set forth in its zoning ordinance.

Section 6.4 Lot Size. The minimum size of each Lot shall be the Lot size established for said Lot in the recorded plats of the Project. In the event more than one (1) Lot, or part of a Lot, are developed as a single unit (and except as to the obligation of each Owner for any assessments made against



each separate Lot), all restrictions set forth in this Declaration shall apply to such resulting unit in the same manner as to any single Lot.

Section 6.5 Driveways. Access driveways and other paved areas for vehicular use on a Lot shall have a base of compacted sand, gravel, crushed stone or other approved base material and shall have a wearing surface of concrete or the equivalent thereof. Plans for driveways, pavement edging or markers must be approved by Developer in writing prior to commencing any construction in accordance with such plans.

Section 6.6 Natural Drainage Ways. Where there exists on any Lot(s) a condition of accumulation of storm water remaining over an extended period of time, the Owner may, with the written approval of Developer and the Township, take such steps as shall be necessary to remedy such condition, subject to the provisions of Section 6.27 below and provided that no obstructions or diversions of existing storm drain swales and channels, over and through which storm water naturally flows upon or across any Lot, shall be made by an Owner in a manner as to cause damage to other property.

Section 6.7 Building Materials. Exterior building materials may be stone, brick, wood, aluminum, vinyl siding or any other material blending with the architecture and natural landscape and approved by Developer.

Section 6.8 Home Occupations, Nuisances And Livestock. No home occupation or profession or commercial activity that requires members of the public to visit an Owner's home or requires commercial vehicles to travel to and from the Owner's home shall be conducted in any dwelling located in the Subdivision with the exception of model homes owned by, and the sales activities of, the Developer or builders, developers and real estate companies which own or hold any Lots for resale to customers in the ordinary course of business. No noxious or offensive activities shall be carried on in or upon any Lots or the Property nor any activity which may be, or may become, an annoyance or nuisance to the neighborhood, other than normal construction activity. No chickens or other fowl or livestock shall be kept on any Lot. No animals or birds shall be maintained on any Lot except customary house pets for domestic purposes only. All animal life maintained on any Lot shall have such provisions and care so as not to become offensive to neighbors or to the community on account of noise, odor or unsightliness, and no household pets shall be bred, kept or maintained for any commercial purposes. No animal may be permitted to run loose at any time within the Subdivision and any animal shall at all times be leashed and accompanied by a responsible person while in the Subdivision. No burning of refuse shall be permitted outside the dwelling, except that the burning of leaves shall be permitted if allowed by ordinance of the Township, provided that it does not become offensive or a nuisance. No occupied or unoccupied Lot shall be used or maintained as a dumping ground for rubbish or trash.

Section 6.9 Plant Diseases Or Noxious Insects. No plants, seeds or other material harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Lot.

Section 6.10 Temporary Buildings, Damaged Dwellings And Reconstruction. No trailer, mobile home, van, tent, shack, garage, barn, out-building or structure of a temporary character shall be used at any time as a temporary or permanent residence; provided however, that the foregoing restriction shall not apply to any activities by Developer or any builder, developer or real estate company during any sales



and/or construction periods. All permanent dwellings shall be completed within two (2) years from the commencement of construction. No old or used buildings of any kind shall be moved or reconstructed on any Lot. Any damaged or destroyed building for which repair or reconstruction has not commenced within six (6) months from the date of damage or destruction, shall be removed so that there are no ruins or debris remaining within six (6) months from the date of damage or destruction. Any building which is not completed within two (2) years from commencement of construction or any damage or destruction not promptly remedied shall be deemed a nuisance and may be abated as provided by law. Any portion of the Property within any public or private road or right-of-way which is disturbed by reason of any work or activity performed by an Owner, or an Owner's agents, employees, contractors shall be restored by the Owner, at the Owner's sole expense, to its condition immediately prior to the commencement of such work or activity. Such restoration shall be performed within a reasonable time, and in no event later than the date of completion of any work or activity on the Owner's Lot.

Section 6.11 Soil Removal. Soil removal from Lots shall not be permitted, except as required for construction purposes and as permitted by Developer. In addition, all construction shall be subject to the requirements of the Michigan Soil Erosion and Sedimentation Control Act, as amended, and all other applicable statutes, ordinances, rules and regulations of all governmental agencies having jurisdiction over such activities.

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

Section 6.13 Maintenance Of Side Strips. Owners of Lots shall be responsible for the maintenance of parkways or public rights-of-way located between the Owner's Lot line and the edge of adjacent street pavement.

Section 6.14 Tree Removal. Clear-cutting or removal of trees greater than six (6") inch caliper at breast height by any person other than Developer is not be permitted unless such clear-cutting or tree removal is in compliance with all applicable municipal ordinances, and approved by Developer. Prior to commencement of construction, each Lot Owner shall submit to Developer for its approval, a plan for the preservation of trees in connection with the construction process. Each Lot Owner is responsible for maintaining and preserving all large trees on the Owner's Lot, including welling trees, if necessary.

Section 6.15 Performance Of Construction. No building shall be erected on any Lot except by a contractor licensed by the State of Michigan for such purpose.

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



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

Section 6.18 Fences And Obstructions. With the exception of any fencing improvements installed by Developer, no perimeter fences, walls or similar structures shall be erected on any Lot without the prior written approval of Developer. Such approval shall only be granted for enclosing swimming pools permitted under Section 6.21, or as may otherwise be required by law.

Section 6.19 Landscaping And Grass Cutting. Upon completion of construction of a residential dwelling on any Lot, the Owner shall cause the Lot to be finish graded, sodded and suitably landscaped as soon after such completion of construction as weather permits, and in any event within six (6) months from the date of completion. When weeds or grass located on any Lot exceed six (6") inches in height, the Owner shall mow or cut the weeds and grass over the entire Lot except in wooded areas, and Wetlands, if any. If an Owner fails to mow or cut weeds or grass on the Owner's Lot within ten (10) days after written notice, the Developer or the Association may perform such work and the cost shall become a lien upon the Lot. All Lots owned by Developer or a builder who owns Lots for resale in the ordinary course of business shall be exempt from the restrictions contained in this Section 6.19. Upon conveyance of any Lot by Developer or a builder to an Owner other than Developer or a builder, the Lot shall be subject to all of the restrictions contained in this Section 6.19.

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

Section 6.21 Swimming Pools, Tennis Courts And Other Structures. No swimming pools, tennis courts, whirlpools, hot tubs or other similar recreational structures shall be constructed on any Lot until Developer or its designated representative has resigned as the sole director of the Association and the Members of the Association have elected successor directors. Thereafter, no swimming pool or other recreational structure shall be constructed on any Lot unless approved by the Association. Any swimming pool or similar structure which has been approved in writing by the Association shall be constructed in accordance with this Declaration and with all applicable local ordinances and/or state laws. No above ground swimming pools are permitted. Swimming pools, tennis courts, whirlpools, hot tubs and other similar recreational structures, if approved in writing by the Association, shall be screened from any street lying entirely within the Subdivision, by wall, solid fence, evergreen hedge or other visual barrier as approved in writing by the Association and in compliance with all laws and governmental regulations and ordinances pertaining thereto.

Section 6.22 Lawn Fertilization. The Township may regulate the type of fertilizers that may be used on any Lot.

Section 6.23 Signs; Illumination. No signs of any kind shall be placed upon any Lot or on any building or structure located on a Lot, or any portion thereof, unless the plans and specifications showing the design, size, materials, message and proposed location(s) have been submitted to, and approved

in writing by, Developer, with the exception of: (i) non-illuminated signs which are not more than four (4) square feet in area pertaining only to the sale of the Lot upon which it is maintained; and (ii) non-illuminated signs which are not more than four (4) square feet in area pertaining only to a garage sale conducted on the Lot, which garage sale and sign placement shall not exceed three (3) days. The foregoing restrictions contained in this Section 6.23 shall not apply to signs installed or erected on any Lot by Developer or any builder who owns Lots for resale in the ordinary course of business, during any construction period or during such periods as any residence may be used as a model or for display purposes. No exterior illumination of any kind shall be placed or allowed on any portion of a Lot other than on a residential dwelling, unless first approved by Developer. Developer shall approve such illumination only if the type, intensity and style thereof are compatible with the style and character of the development of the Lot. All signs shall be in compliance with applicable ordinances.

Section 6.24 Objectionable Sights. Above-ground exterior fuel tanks are not permitted. The stockpiling and storage of building and landscape materials and/or equipment are not permitted on any Lot, except such materials and/or equipment as may be used within a reasonable length of time. In no event shall the storage of landscape materials extend for a period of more than thirty (30) days. No laundry drying equipment shall be erected or used outdoors and no laundry shall be hung for drying outside of the dwelling. No television or radio antennae or satellite dishes (except those which are less than twenty-four (24") inches in diameter and are located on the side or rear roof or side or rear exterior of a dwelling) shall be constructed or erected upon the exterior of any dwelling on any Lot, without the prior written approval of Developer.

Section 6.25 Maintenance. The Owner of each Lot and the occupants of any portion of the Property shall keep all buildings and grounds in good condition and repair.

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

Section 6.27 Wetlands. No Wetlands shall be modified in any manner by any person or entity other than Developer or its authorized representatives unless a permit for such modification has been issued by all governmental units or agencies having jurisdiction over such Wetlands within the Property.

Section 6.28 Reservation Of Easements. Subject to all applicable municipal ordinances, easements for the construction, installation, maintenance and replacement of public utilities, surface drainage facilities, sanitary sewer, storm sewer, water supply facilities, public walkways, bicycle paths and ingress and egress are hereby reserved to Developer, its successors and assigns, over, under and across Common Areas and as may be indicated on the recorded plat for the Subdivision and/or as may otherwise appear of record or as such easements may hereafter be required in the sole discretion of Developer. The use of such easements, or any portion thereof, may be assigned by Developer at any time to any person, firm, corporation, governmental agency or municipal authority or department furnishing one or more of the foregoing services and/or facilities and any such easements hereby reserved may be relinquished and waived, in whole or in part, by Developer, by the filing of record of an appropriate instrument of relinquishment.



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

Section 6.29 Reciprocal Negative Easements. Unless otherwise expressly provided in this Declaration, no mutual or reciprocal negative easements shall be deemed to arise or be created hereunder with respect to any land situated outside the boundaries of the Subdivision.

ARTICLE 7
ARCHITECTURAL CONTROLS

Section 7.1 Architectural Controls. The purpose of architectural controls is to promote an attractive, harmonious residential development having continuing appeal. Accordingly, unless and until the construction plans and specification are submitted to, and approved in writing by, Developer in accordance with the provisions of Section 7.2 below, (i) no building, fence, wall or other structure shall be constructed, erected or maintained, and (ii) no addition, change or alteration shall be made to any existing building, fence, wall or other structure except interior alterations.

Section 7.2 Submission Of Plans And Plan Approval.

A. All construction plans, specifications and related materials pertaining to construction or alteration of a building, fence, wall or other structures shall be filed by the applicant for approval in the office of Developer, or with any agent specified by Developer. The construction plans, specifications and related materials shall show the nature, kind, shape, height, materials (including samples of exterior building materials upon request), approximate cost of the building, fence, wall or other structure, proposed drainage of surface water, and the location and grade of all buildings, structures, improvements, utilities and parking areas.



Developer shall have sole authority to review, approve or disapprove the plans, specifications and related materials or any part thereof. Developer shall have the right to refuse to approve the proposed plans, specifications and related materials, or grading plans, or portions thereof, which are not suitable or desirable in the sole discretion of Developer, for aesthetic or other reasons. In its review of the plans, specifications, and related materials, Developer may consider compatibility of the proposed building, fence, wall or other structures with the surroundings area and the view from adjacent or neighboring properties. Natural landscaping and trees shall be left in their natural state to the extent practical.

B. A report in writing setting forth the decision of Developer, and the reasons therefor, shall be furnished to the applicant by Developer within thirty (30) days from the date of filing of complete plans, specifications and related materials by the applicant. Developer will aid and cooperate with prospective builders and Owners and make suggestions based upon Developer's review of preliminary sketches. Prospective builders and Owners are encouraged to submit preliminary sketches for informal comment prior to submission of final plans and specifications. If Developer fails to give written notice of approval of any final plans, specifications and related materials submitted to Developer under this Article 7 within thirty (30) days from the date of submission of complete plans, specifications and related materials, then the submitted plans, specifications and related materials shall be deemed disapproved by Developer. Developer shall be entitled to charge each applicant a review fee in an amount not to exceed Two Hundred Fifty and 00/100 (\$250.00) Dollars, to reimburse Developer for any actual costs incurred in connection with the review of the applicant's plans, specifications and related materials.

C. Neither Developer nor any person(s) or entity(ies) to which Developer delegates any of its rights, duties or obligations hereunder, including, without limitation, the Association and Architectural Control Committee referred to in Section 7.3 below, shall incur any liability whatsoever for approving or failing or refusing to approve all or any part of any submitted plans, specifications and related materials. Developer reserves the right to enter into agreements with the Owner of any Lot(s) (without the consent of Owners of other Lots or adjoining or adjacent property) to deviate from any or all of the restrictions set forth in this Declaration, provided that the Owner demonstrates that the application of the particular restriction(s) in question would create practical difficulties or hardships. Any such deviation shall be evidenced by a written agreement and no such deviation or agreement shall constitute a waiver of any such restriction as to any other Lot or Owner.

Section 7.3 Architectural Control Committee. At such time as the fee simple interest in one hundred (100%) percent of the Lots in the Subdivision have been conveyed by Developer, or, at such earlier time as Developer may elect, Developer shall assign all of its rights, duties and obligations as set forth in Article 6 and Article 7 of this Declaration to a committee representing the Owners ("Architectural Control Committee") or to the Association. The assignment shall be by a written instrument in which the assignee expressly accepts such rights, duties and obligations. Such instrument when executed by the assignee shall, without further act, release Developer from all such obligations and duties. If such assignment is made, the acts and decisions of the assignee as to any matters assigned shall be binding upon all Lot Owners and other interested parties. If Developer assigns its rights, duties and obligations under Article 6 and Article 7 of this Declaration to an Architectural Control Committee, the Architectural Control Committee shall consist of



no less than three (3) Members and no more than five (5) Members, to be appointed by Developer. Developer may assign its right to appoint members of the Architectural Control Committee to the Association. Until such time, however, Developer reserves the right to appoint Members to and remove Members from the Architectural Control Committee in its sole discretion.

ARTICLE 8
GENERAL PROVISIONS

Section 8.1 Amendment.

A. Developer may amend the covenants, conditions, restrictions and agreements of this Declaration after a final plat for the Subdivision has been recorded, without the consent of any other Owner or any other person or entity whatsoever (whether or not any such person or entity shall now or hereafter have any interest in any Lot or portion of the Property, including mortgagees and lienholders), at any time prior to the sale of the first Lot in the Subdivision, subject to the approval of the Township if such approval is required.

B. Developer may unilaterally amend this Declaration to add additional land to the Property at any time, in which event, the covenants, conditions, restrictions and agreements of this Declaration shall apply to such additional land and lots therein, except as may be otherwise specified in the Amendment recorded by Developer. In addition, provided that Developer has an ownership interest in all, or any part, of the Property, Developer, without the consent of any other Owner or any other person or entity whatsoever (whether or not any such person or entity shall now or hereafter have an interest in any Lot or portion of the Property, including mortgagees and lienholders), may amend this Declaration as necessary or required to comply with the requirements of any federal, state, county or local statute, ordinance, rule, regulation or formal requirement relating to all or any part of the Property.

C. In addition to the foregoing, the covenants, conditions, restrictions and agreements of this Declaration may be amended at any time following the date on which a Lot has been sold and conveyed by Developer, by a written instrument signed by: (i) the Owners (including Developer) of not less than seventy-five (75%) percent of the total Lots within the Subdivision; and (ii) Developer, in the event Developer then continues to own any Lots or any portion of the Property. Notwithstanding the foregoing, any and all such amendments shall be subject to the approval of the Township if such approval is required.

Section 8.2 Term. The covenants, conditions, restrictions and agreements of this Declaration shall continue in full force and effect and shall run with and bind the land for a period of thirty (30) years from the date this Declaration is recorded and shall thereafter automatically be extended for successive periods of ten (10) years each, unless terminated by written instrument executed by: (i) the Owners (including Developer) of not less than seventy-five (75%) percent of the total Lots in the Subdivision and (ii) Developer, in the event Developer then continues to own any Lots or any portion of the Property.

Section 8.3 Enforcement. Developer, the Association and any Owner shall have the right to enforce, by proceedings at law or in equity, all covenants, conditions, restrictions, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by Developer, the



Peggy M Haines, Washtenaw REST 5396103

Association or any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver thereof or a waiver of any right to enforce the same at any time thereafter.

Section 8.4 Insurance Proceeds. All proceeds of any insurance maintained with respect to any assets of the Association, and the Common Areas (if the Common Areas have been conveyed to the Association), and all proceeds of any condemnation proceedings or sales in lieu of condemnation relating to the assets of the Association or the Common Areas (if the Common Areas have been conveyed to the Association) shall be paid to the Association and shall be the property of the Association and not of its Members or any other persons or entities.

Section 8.5 Severability. The invalidation of any one or more of the covenants, conditions, restrictions and agreements of this Declaration by judgment or court order, shall in no way affect the validity of any of the other provisions of this Declaration, and the same shall remain in full force and effect.

Section 8.6 Notices. Each Owner shall file with the Developer the Owner's correct mailing address, and shall promptly notify Developer in writing of any subsequent change of address. Developer shall maintain a file of such addresses and make the file available to the Association. A written or printed notice, deposited in the United States Mail, postage prepaid and addressed to any Owner at the Owner's last known address shall be sufficient and proper notice to such Owner, wherever notice is required in this Declaration.

Section 8.7 Number And Gender. As used in this Declaration, any gender shall include any other gender, the plural shall include the singular and the singular shall include the plural, whenever appropriate.

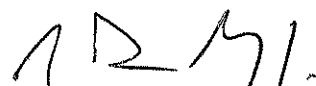
Section 8.8 Execution Of Additional Documents. Each Owners agrees, at the request of Developer or the Association, and at no expense to the Owner, to perform such further acts and execute all such further documents as may be required or desirable in the sole discretion of Developer or the Association, to carry out the purposes of this Declaration.

Section 8.9 Assignment Of Developer's Rights. Developer shall have the right to assign all of its rights and obligations under this Declaration, including the power to approve or disapprove any act, use or proposed action, to any other person or entity or to the Association. Any such assignment shall be made by appropriate instrument in writing duly recorded in the office of the Washtenaw County Register of Deeds.

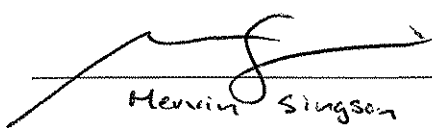
Signed on the date first set forth above.

WITNESSES:

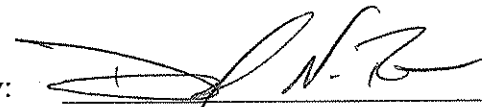
PULTE LAND COMPANY, LLC



David Muehlenstein



Merrin Singson

By: 

Dan Roma

Its: Member



STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 31st day of October, 2002, by **Dan Roma**, the Mon. Person of **Pulte Land Company, LLC**, a Michigan limited liability company, on behalf of the company.

Lorraine McIntosh
Notary Public, Oakland County, MI
My Commission Expires: 12-15-03

PREPARED BY AND WHEN
RECORDED RETURN TO:

LORRAINE MCINTOSH
NOTARY PUBLIC OAKLAND CO., MI
MY COMMISSION EXPIRES Dec 15, 2003

Clark G. Doughty
Bodman, Longley & Dahling LLP
100 Renaissance Center
34th Floor
Detroit, MI 48243
(313) 259-7777



EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

**DESCRIPTION OF PHASE I OF BROMLEY
PARK SUBDIVISION IN THE
NORTHEAST ¼ OF SECTION 35 AND THE NORTHWEST ¼
OF SECTION 36, T2S, R7E,
SUPERIOR TOWNSHIP, WASHTENAW COUNTY, MICHIGAN**

DESCRIPTION OF A 42.89 ACRE PARCEL (PLAT PARCEL PHASE I)

Commencing at the Northwest corner of Section 36, T2S, R7E, Superior Township, Washtenaw County, Michigan; thence S01°54'15"E 60.00 feet along the West line of said Section 36 for a **PLACE OF BEGINNING**; thence N88°32'07"E 1324.09 feet along the Southerly right of way line of Geddes Road (proposed 60 foot ½ width); thence S02°07'26"E 253.15 feet along the East line of the West ½ of the Northwest ¼ of said Section 36; thence S87°52'49"W 129.47 feet; thence S50°52'54"W 120.00 feet; thence S40°58'15"W 67.20 feet; thence S52°49'10"W 120.00 feet; thence S30°23'12"E 52.52 feet; thence S16°47'57"E 52.52 feet; thence S03°12'41"E 52.52 feet; thence S10°22'34"W 52.52 feet; thence S23°57'50"W 52.52 feet; thence S59°14'33"E 120.00 feet; thence 65.34 feet along the arc of a 342.00 foot radius non-tangential circular curve to the right, with a central angle of 10°56'45", having a chord which bears S36°13'50"W 65.24 feet; thence S41°42'12"W 100.33 feet; thence N48°53'07"W 120.28 feet; thence S41°26'12"W 60.00 feet; thence S41°42'12"W 60.00 feet; thence N62°20'49"W 32.09 feet; thence N62°21'12"W 74.23 feet; thence N69°58'44"W 72.86 feet; thence N77°31'37"W 72.73 feet; thence N84°57'34"W 70.64 feet; thence S88°45'08"W 68.38 feet; thence S87°53'50"W 120.00 feet; thence S01°49'50"E 120.00 feet; thence S87°53'50"W 60.00 feet; thence N01°49'50"W 120.00 feet; thence S88°00'09"W 65.94 feet; thence S83°16'56"W 60.20 feet; thence S85°17'11"W 180.00 feet; thence S04°44'15"E 120.00 feet; thence S13°02'58"W 69.29 feet; thence S03°30'39"E 120.03 feet; thence S87°18'44"W 66.81 feet; thence S88°53'23"W 87.57 feet; thence N86°06'00"W 169.03 feet; thence N82°47'47"W 61.80 feet; thence N84°43'44"W 57.73 feet; thence S08°00'45"W 131.49 feet; thence S84°44'15"E 30.37 feet; thence S05°15'45"W 186.00; thence N84°44'15"W 159.61 feet; thence S05°15'45"W 19.77 feet; thence N84°44'15"W 186.00 feet; thence N05°15'45"E 120.00 feet; thence S84°44'15"E 120.00 feet; thence N05°15'45"E 132.53 feet; thence N84°44'15"W 120.00 feet; thence N05°15'45"E 300.00 feet; thence N04°51'53"E 58.62 feet; thence N00°12'28"E 62.04 feet; thence N03°21'17"W 60.00 feet; thence N03°23'04"W 180.00 feet; thence N00°38'51"W 72.80 feet; thence N02°19'31"W 383.94 feet; thence N87°40'29"E 811.54 feet along said Southerly right of way line of Geddes Road to the Place of Beginning, being a part of the West ½ of the Northwest ¼ of said Section 36 and the Northeast ¼ of Section 35, containing 42.89 acres of land, more or less, and being subject to easements and restrictions of record, if any.

*Feet

Now known as Lots 1 through 120, Bromley Park Subdivision No. 1, Superior Township, Washtenaw County, MI

J-10-35-100-001

J-10-36-200-001