

ANDOVER LAKE SUBDIVISION

BUDGET AND ASSESSMENTS

HOMEOWNER ASSOCIATION BUDGET

The Board of Directors meets each fall to prepare the annual operating budget for the next fiscal year. Estimates are made regarding expenses for the coming year from contractors and from the current year experience. The Board then reviews, modifies and ultimately approves a budget for the year. A copy of the budget is then sent to all the owners prior to the beginning of the fiscal year.

The homeowner association-operating budget provides for the daily operation and maintenance of the community. This includes expenses for administration, utilities, building repair and maintenance, landscape and grounds, insurance and taxes, and replacement reserve funding. The replacement reserve account is used for long-term maintenance work and replacement of physical components that are the responsibility of the association. These expenses may include, but not be limited to, asphalt paving, concrete replacement for walks and porches, garage door replacement, gutter and downspout replacement, exterior light fixtures, street light fixtures, and roof replacement. The reserve may also be used for emergencies. A copy of the current budget will be sent to you shortly, and then added to each new handbook. The Board will send a new one out each year which you should place in the appropriate location in the handbook.

HOMEOWNER ASSOCIATION BI-ANNUAL ASSESSMENT FEE

The owner's association fee sometimes referred to as "dues" or "maintenance fees" funds the homeowner association budget. The bi-annual fee is calculated according to the "equal value" assigned. When receiving the coupon you should check to make sure the address of the lot is correct and the fee amount matches with the amount shown on the copy of the budget you received. If the information is not correct, contact the management company to order a new book. Checks should be made out in the name of your condominium association and mailed to:

Andover Lake Subdivision
c/o Kramer-Triad Management Group
P.O Box 42126
Detroit, MI 48242-0126

The prompt payment of assessments by all owners is critical to the financial integrity of the community. Payments not received prior to the first day of the following month will be sent to the association attorney for filing of a lien and collection.

ASSOCIATION FEES

Association fees should be sent to the address listed below. You will soon receive a coupon book for your home. If you do not please call Kramer-Triad Management Group Receivable department and they will order one for you. Please be sure the address of your home is on your check so the proper account is credited.

Please check the address on the coupons and make sure it coincides with the unit you own. If any of the information is not correct, please call.

Please make your check payable to: **Andover Lake Subdivision**

And mail it to: **Andover Lake Subdivision**
 C/O Kramer-Triad Management Group
 PO Box 42126
 Detroit, MI 48242-0126

**Andover Lakes Subdivision
2006 Budget**

	2005 Budget	actual 2005 3rd quarter	Proposed 2006 Budget
Association Income			
Association Fees	27,750	22668	\$28,350
Interest Income			
Reserve Interest Income			
From Village	20,350	20350	\$20,801
Late Charges		85	
Misc. Income			
Income from Developer			
TOTAL INCOME	48,100	43,103	\$49,151

Administrative Expenses

Fees & Permits	20	60	\$50
Postage & Mailing	350	184	\$350
Duplicating	600	580	\$600
Management Fees	7,500	5299	\$7,725
Contracted Services	0		\$0
Legal Fees	275		\$275
Accounting/Audit	1,650	352.5	\$1,650
Miscellaneous Administrative	0	0	
TOTAL ADMINISTRATIVE EXP.	10,395	6,476	\$10,650

Utility Expense

Electricity	3,500	1921	\$3,600
Water & Sewer	850	710	\$875
TOTAL UTILITY EXPENSE	4,350	2,631	\$4,475

Maintenance & Repairs

Snow Removal & Supplies	1,500	1200	\$2,500*
Pond/Wetland Maintenance	3,600	2595	\$3,450
Fountain Repairs/Maintenance	1,500	645	\$1,500
Aeration Maintenance & Repair	450	0	\$450
Fountain Storage	550	0	\$475
Lawn Contract	10,400	7937	\$10,400
Spring Clean Up	200		\$200
Fall Clean Up	425		\$425
Bed Weeding	1400		\$1,400
Landscape Supplies/Flowers	500	1616	\$1,500
Tree & Shrub Maintenance	525		\$350
Lawn Fertilization	2,500	2070	\$2,700
Sprinkler/sprinkler maintenance		500	\$0
Contingency (Miscellaneous Landscape)	1,750	64	\$875
TOTAL MAINTENANCE & REPAIRS	25,300	16,627	\$26,225

Payroll

Maintenance Wages	350		\$350
Total Payroll	350	0	\$350

Taxes and Insurance

Property & Liability Insurance	1,381	1,713	\$1,159
Worker's Comp.	750	850	\$750
Umbrella (\$2MM)	612	612	\$554
TOTAL TAXES & INSURANCE	2,743	3,175	\$2,463

Reserves Expense

Replacement Reserve	5,004	6286	\$5,004
TOTAL RESERVES EXPENSE	5,004	6,286	\$5,004

Cash Flow \$16

TOTAL EXPENSES	48,142		\$49,167
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Annual Fee	\$370	\$0	\$378
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\$ 55.00 DEED

17 JUN 96 3:07 P.M. RECEIPT# 70B

RECORDED

FOREST E. YOUNGBLOOD, REGISTER OF DEEDS
WAYNE COUNTY, MI

\$ 4.00 REMONUMENTATION

DECLARATION OF RESTRICTIONS

FOR

ANDOVER LAKES SUBDIVISION

(The Plat of which is recorded in Liber 109, Page 78-83, Wayne County Records)

THIS DECLARATION is made this 14th day of June, 1996, by Andover Lakes, Inc., a Michigan corporation, of 2617 Beacon Hill Drive, Auburn Hills, MI 48326, hereinafter referred to as "Grantor:"

WITNESSETH:

WHEREAS, the Grantor is the owner of property located in the Township of Plymouth, Wayne County, Michigan, more particularly described as:

See Exhibit "A"

WHEREAS, this property is being developed by the Grantor as a Residential Unit Development under Article XVII of the Plymouth Township Zoning Ordinance #83, to-wit: A single family subdivision to be known as "Andover Lakes Subdivision," consisting of Lots 1 through 78 inclusive (the "Subdivision"), with Lots 1, 28 and 59 exclusive, to be constructed and developed as a cluster housing development (the "Cluster Development") consistent with the design and layout as found on Exhibit "B" attached, which Cluster Development shall be known as "Andover Lakes Village," and

WHEREAS, there is to be included within this development a certain open space area which is to be available for the common use and enjoyment of all of the residents of the Subdivision, which area is hereby designated as "open space" and so designated on the recorded plat, and

WHEREAS, it is necessary to establish binding restrictions applicable to all property within the Subdivision to insure the proper maintenance and government of the open space and the rights of the property owners and the residents therein, and

WHEREAS, it is the purpose and intention of these Restrictions that Lots 1 through 78, of the Andover Lakes Subdivision, including without limitation, Lots 1, 28 and 59, to be developed as the cluster units, shall be held and/or conveyed subject to the restrictions contained herein.

IT IS HEREBY DECLARED that the following restrictions are covenants running with the land, binding upon the heirs, personal representatives, successors and assigns of the Grantor and the Grantees of all individual Subdivision lots and cluster units in the Cluster Development.

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ARTICLE I
DEFINITIONS

Section 1. Definition of Terms.

The words and phrases below are defined as follows:

(a) "Association" shall mean and refer to Andover Lakes Subdivision Property Owners Association, a Michigan non-profit corporation, its successors and assigns;

(b) "Builder" shall mean and refer to any person or entity who acquires a residential lot or property for the cluster units for the purpose of engaging in and does engage in the business of constructing residential buildings for the purpose of resale and not for his or its own use;

(c) "Bylaws" shall mean and refer to the Bylaws of the Association;

(d) "Committee" shall mean the Architectural Review Committee;

(e) "Declaration" shall mean and refer to this Declaration of Restrictions and any amendments as recorded in the office of the Wayne County Register of Deeds, State of Michigan;

(f) "Dwelling" shall mean a home constructed on a Single Family Residential Lot or a Unit;

(g) "Grantee" shall mean and refer to the record owner, whether one or more persons or entities, of any subdivision lot or cluster unit which is a part of the development. When more than one person or entity is the Grantee of a subdivision lot or cluster unit, all such persons or entities shall be members. If any subdivision lot or cluster unit is sold on a land contract, then the land contract purchaser shall be considered the Grantee. Those persons having any interest in a subdivision or cluster unit merely as security for the performance of an obligation are not included;

(h) "Grantor" shall mean and refer to Andover Lakes, Inc., a Michigan corporation, and its successors and assigns;

(i) "Lot" shall mean and refer to any numbered lot shown on the recorded plat of the Subdivision;

(j) "Member" shall mean and refer to every person or entity who or which is a record owner of a fee or undivided interest in any Lot or Unit, but not including any owner who has sold his or its interest under an executory land contract. During such time as such a land contract is in force, the land contract vendee shall be considered to be the member of the Association;

(k) "Open Space" shall mean that area of land within the Subdivision (including the improvements thereto) now or hereafter owned by the Association for the common use and enjoyment of the Grantees;

(l) "Plat" shall mean and refer to the plat of the Subdivision, recorded or to be recorded in the office of the Wayne County Register of Deeds;

(m) "Single Family Residential Lot" shall mean and refer to those Lots other than 1, 28 and 59 of Andover Lakes Subdivision;

(n) "Storm Sewer Agreement" shall mean and refer to the Storm Sewer Agreement between the Township and the Grantor;

(o) "Subdivision" shall mean and refer to Lots 1 through 78 inclusive of Andover Lakes Subdivision;

(p) "Township" shall mean the Charter Township of Plymouth;

(q) "Unit" shall mean and refer to any cluster unit built on Lots 1, 28, and 59 of the Cluster Development known as Andover Lakes Village.

ARTICLE II

ANDOVER LAKES SUBDIVISION PROPERTY OWNERS ASSOCIATION

Section 1. Association. The Andover Lakes Subdivision Property Owners Association is hereby established and shall hereinafter be referred to as the "Association." Such Association shall be organized as a non-profit corporation for a perpetual term under the laws of the State of Michigan and shall be so incorporated within thirty (30) days following the recording of this Declaration.

Section 2. Powers of the Association. The Association shall exercise the authority and assume the obligations as set forth in a certain Residential Unit Development Agreement between the Grantor and the Township, which Agreement shall be recorded with the Wayne County Register of Deeds. The Association shall also have such other powers as are granted to it by this Declaration and such other powers as shall be set forth in its Bylaws.

Section 3. Membership. Membership in the Association shall be mandatory for each owner of a Lot and each owner of a cluster unit, and shall also include the Grantor until such time as Grantor no longer owns any Lots or Units.

Section 4. Lot Splits or Consolidations. If property has been attached or detached from any Lot then the enlarged Lots and/or the diminished Lots shall be deemed to be a "Lot" as defined above. Further, two (2) or more Lots which are combined into a single home site shall be deemed to be one (1) "Lot" for the purpose of computing voting rights and liability for maintenance charges hereunder.

Section 5. Voting Rights. The Association shall have one (1) class of voting membership. Each member shall be entitled to (1) vote for each Single Family Residential Lot or Unit in which they hold the interest required for membership. When more than one person holds any such interest in a Single Family Residential Lot or Unit all such persons shall be members. The one (1) vote for such

Single Family Residential Lot or Unit shall be exercised as they, among themselves, determine. Notwithstanding the foregoing, the Grantor shall be entitled to three (3) votes for each Single Family Residential Lot or Unit in which it holds the interest required for membership in order to assure the early initial development of Andover Lakes Subdivision.

Section 6. Rights to Open Space. The Grantor hereby dedicates and conveys to each member a right and easement of enjoyment in and to the Open Space described heretofore and hereby covenants for itself, its successors and assigns, that it will convey a fee simple title to the Open Space to the Association, free and clear of all encumbrances and liens except for this Declaration and the Residential Unit Development Agreement. The Association shall be responsible for the payment of taxes and insurance on the Open Space, for the proper maintenance thereof and for compliance with the Residential Unit Development Agreement.

Section 7. Legal Title. The title to the Open Space shall vest in the Association and shall be subject to the rights and easement of enjoyment in and to such Open Space by its members. Said easement shall not be personal, but shall be considered to be an appurtenance to the Lots and Units.

Section 8. Rules and Regulations. The Association shall have the authority to make and enforce rules and regulations pertaining to the use and maintenance of the Open Space, which rules and regulations shall be binding upon the members of the Association.

Section 9. Uses of the Open Space. The Open Space shall be used for recreation, hiking, nature study, picnicking and other uses for the benefit of its members which may be determined by the Association and which are allowed by the Township Ordinances. Recreational facilities may be constructed in the Open Space by the Association, if done in conformance with the Ordinances of the Township. All residents of Andover Lakes Subdivision and guests accompanied by said residents, shall have equal access to the Open Space and all facilities located thereon, if any, subject to the rules and regulations established by the Association, including the right to place a limitation on the number of guests and the right to limit or exclude residents and their guests if such residents or the members owning the property in which they reside are in default in the payment of assessments or in the performance of any other obligations as required by this Declaration or of the Association Rules and Regulations.

Section 10. Rights of Grantor and Association in the Open Space. Notwithstanding any other provision of the Declaration, the Grantor reserves the right to grant easements within the Open Space for the installation, repair and maintenance of water mains, sewer, drainage courses and other public utilities, provided that such utilities shall be installed in such a manner as to minimize the damage to the natural features of the Open Space. The Association shall have the right to mortgage any parts or all of the Open Space in connection with the borrowing of money, in the furtherance of any of its purposes authorized herein, and shall have the right to take such steps as are necessary to comply with such mortgage and to prevent foreclosure and any similar proceedings thereunder. The Association shall have the right to suspend the rights of any member in connection with the Open Space for any period during which any assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of its published Rules and Regulations.

Section 11. Assessment Fee. All of the owners of Single Family Residential Lots and Units in the development shall be subject to an annual assessment charge to be paid by the respective owners of the Single Family Residential Lots and Units included in said development, to the Association, annually, in advance, on the first day of January of each year, commencing with the first January of each

year, commencing with the first January following issuance of a Certificate of Occupancy for the first dwelling unit. The Board of Directors of the Association may permit the annual assessment charge to be paid in installments payable either semi-annually, quarterly or monthly.

Each year the Board of Directors of the Association shall, prior to November 1st, determine the total amount to be raised by the annual assessment charge for the next succeeding year. Should the Board of Directors at any time determine, at its sole discretion, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Open Space, or in the event of emergencies, the Board of Directors shall have the authority to levy such additional assessment or assessments as it shall deem necessary.

Section 12. Use of Assessment Fund. The annual assessment fund shall be used for such of the following purposes as the Association shall determine necessary and advisable: For improving and maintaining the Open Space and other property of the Association, entrances, boulevards and cul-de-sacs in the development; right-of-way along N. Territorial Road, the M-14 berm, including right-of-way in front of Edison Sub-station, if permitted by Detroit Edison; for planting trees and shrubbery and the care thereof; for obligations under the Storm Sewer Agreement; for purchase of insurance; for payment of amounts due pursuant to a Special Assessment District, if any, created for maintaining the street lighting within the project; and for doing any other things deemed necessary or advisable in the opinion of the Association for the general welfare of the members; for expenses incidental to the examination of plans and the enforcement of this Declaration or any other building restrictions applicable to said property; or for any other purpose within the purposes for which the Association is incorporated.

Section 12(a). Special Assessment District. The Subdivision may be subject to a Special Assessment District to provide for operation and maintenance of the street lighting throughout the Subdivision. The Township may bill such assessments to the Association which shall be responsible for payment thereof. The Association may in turn include such amounts in the assessments as provided in Section 11 above.

Section 13. Late Charge. All assessment charges which shall remain due and unpaid for thirty (30) days after the date that they are due, shall thereafter be subject to interest at the maximum rate allowed by law from the due date and to a late charge as determined by the Board of Directors.

Section 14. Lien. It is expressly understood and agreed that the annual assessment charge shall be a lien and encumbrance on the Single Family Residential Lot or Unit with respect to which said charge is made, and it is expressly agreed that by the acceptance of title or entering into a land contract for the purchase of any of the said Single Family Residential Lots or Units, the owner from that time on shall be held to have covenanted and agreed to pay the Association all charges provided for herein which were then due and unpaid to the time of his or its acquiring the title or entering into a land contract, and all such charges thereafter falling due during his or its ownership thereof. A certificate in writing issued by the Association or its agent shall be given upon written demand to any owner or prospective purchaser liable or who may be liable for said charges, which shall set forth the status of said charges.

Section 15. Subordination of Lien. The lien provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Lot or Unit shall not affect the assessment lien.

Section 16. Collection of Assessment Charges. By his or its acceptance of title, each owner shall be held to vest in the Association the right and power in its own name to take and prosecute all suits, legal, equitable or otherwise, which may, in the opinion of the Association, be necessary or advisable for the collection of the assessment charge.

Section 17. Failure to Maintain Open Space. In the event that the Association fails to maintain the Open Space as called for herein, the Township may so advise the Association or its members by serving a written notice by first class mail upon the resident agent, or the last known address of the agent as registered with the State of Michigan. Such notice shall describe the deficiencies in reasonable detail and establish a time period in which the deficiencies shall be cured, which period shall not be less than fourteen (14) days from the date of mailing of such notice.

If such deficiencies are of a nature that they cannot be cured within such period, and a good faith effort to commence their cure is not made, the Township shall have the right, but not the duty, to enter upon the Open Space to eliminate any nuisance or other condition dangerous to the public health, safety or welfare. The Township may assess the cost of such maintenance against the Association and, if not paid, against its members equally, in the same manner as taxes shall be assessed, and such assessment if not paid shall become a lien on the property against which the assessment was made.

Section 18. Severability. Each restriction contained herein is intended to be severable, and in the event that any one covenant is for any reason held void, it shall not affect the validity of the remaining covenants and restrictions.

Section 19. Amendments. All of the restrictions, conditions, covenants, charges and agreements contained herein shall continue in force indefinitely unless the members of the Association representing not less than 51% of the total votes of the Association amend this Declaration by a written instrument executed by the said members and recorded in the office of the Wayne County Register of Deeds; subject, however, to the provisions of the Residential Unit Development Agreement between the Grantor and the Township, which may not be changed or modified by the members of the Association without the written approval of the Township. No amendment which affects the rights of the Charter Township of Plymouth may be made without the express approval of the Township.

ARTICLE III

ARCHITECTURAL REVIEW

Section 1. Architectural Review Committee. No building, fence, wall, deck, swimming pool, outbuilding or other structure, landscaping or exterior improvement shall be commenced, erected or maintained on any Single Family Residential Lot or Unit, nor shall any exterior addition to or change or alteration therein or change in the exterior appearance thereof or change in landscaping be made until the plans and specifications showing the kind, size, shape, height, colors, materials, topography and location of the same on the Single Family Residential Lot or Unit shall have been submitted to and approved in writing by the Committee as hereinafter defined. The Committee shall be composed of three (3) persons appointed by the Grantor. Committee members are not required to be members of the Association, and may be employees, officers, directors, agents or affiliates of the Grantor. Each member of the Committee shall serve until he or she resigns and is replaced by a subsequent appointee. The Grantor shall delegate or assign its power of appointment of Committee members to its successors, assigns or to the Association after all Single Family Residential Lots and cluster Units in the Subdivision have been sold to persons other than builders. The Grantor may make such delegation at any time sooner in its sole discretion.

Neither the Grantor nor the Committee shall have any liability whatsoever for the approval or disapproval of any plans or specifications.

Section 2. Preliminary Plans. Preliminary plans may first be submitted to the Committee for preliminary approval.

Section 3. Plans and Specifications. Plans and specifications for final approval by the Committee shall include the following:

(a) Complete plans and specifications sufficient to secure a building permit in the Township, including a dimensional plot plan showing the Single Family Residential Lot(s) or Unit(s) and placement of all improvements;

(b) Front elevation, side elevation and rear elevation of the building, plus elevations of any walls and fences;

(c) A perspective drawing, if deemed necessary by the Committee, to interpret adequately the exterior design;

(d) Data as to the size, materials, colors and texture of all exteriors, including without limitation roof coverings and any fences and walls;

(e) One set of blueprints to be left with the Committee until construction is completed;

(f) A complete set of landscaping plans; and

(g) Any other data, drawings or materials which the Committee requests in order to fulfill its function.

Section 4. Compliance With Building and Use Restrictions. No approval of the Committee shall be valid if the structure or improvement violates any of the restrictions set forth in Article IV of this Declaration, except in cases where waivers have been granted as provided for in said Article.

Section 5. Disapproval of Plans or Improvements. The Committee may disapprove plans because of non-compliance with any of the restrictions set forth in Article IV of this Declaration, or because of dissatisfaction with the grading and drainage plan, the location of the structure, the materials used, the color scheme, the finish, design, proportion, shape, height, style or appropriateness of the proposed improvement or alteration or because of any matter or thing, which, in the judgment of the Committee, would render the proposed improvement or alteration inharmonious with or out of keeping with the objectives of the Committee, the Subdivision, the Cluster Development or with improvements erected or to be erected in the Subdivision, including purely aesthetic considerations.

Section 6. Approval Time Schedule. In the event the Committee fails to approve or disapprove plans within thirty (30) days after proper submission, then such approval will not be required, but all other limitations, conditions and restrictions set forth in this document shall apply and remain in force as to such plans.

Section 7. Committee Approval. Committee approval shall be deemed given if the plans and specifications submitted for approval are marked or stamped as having been finally approved by the

Committee and are dated and signed by two (2) members of the Committee who are validly serving on the Committee on the date of such approval.

Section 8. Review Fee. The Committee may charge a review fee of a maximum of Two Hundred Fifty (\$250) Dollars to any Builder or Grantee for the purposes of reviewing plans for the construction of a residence. The fee may not be utilized for the purposes of paying salaries to any members of the Committee, but shall be utilized exclusively for the purposes of reimbursing actual expenses of the Committee, including but not limited to, professional review fees of independent consultants.

ARTICLE IV

BUILDING AND USE RESTRICTIONS

Section 1. Use of Single Family Residential Lots and Dwellings. All Single Family Residential Lots shall be used for single family residential purposes only and no building of any kind whatsoever shall be erected, re-erected, moved or maintained thereon except one single family dwelling house and appurtenant attached structures on each Single Family Residential Lot as hereinafter provided. Each Dwelling shall be designated and erected for occupation by a single private family. Each Dwelling shall be served by an attached garage. Lessees of any Dwelling shall be subject to the terms and conditions of this Declaration, the Bylaws and all Rules and Regulations promulgated pursuant to this Declaration and the Bylaws of the Association, all of which shall be incorporated into the lease of any Dwelling by reference, and any violation of the same by a lessee shall be deemed to be a violation by the lessor-Grantee and subject Grantee to the same penalties and sanctions as if the Grantee himself violated the Declaration, Bylaws or any Rules and Regulations of the Association.

Section 2. Character and Size of Buildings. No Dwelling shall be permitted on any Lot unless, in the case of a one-story building, the living area thereof shall be no less than 1500 square feet; in the case of a two-story building, the living area thereof shall not be less than 1800 square feet; and in the case of a quad-level or tri-level building, the living area thereof shall not be less than 1000 square feet on the first floor and not less than 700 square feet on the upper floor. No building greater than two and one-half (2 1/2) stories shall be constructed. All computations of square footage for determination of the permissibility of erection of residences under this section shall be exclusive of basements, attics, utility rooms, garages, porches or similar areas which are not normally classified as living areas. All garages must be attached or architecturally related to the dwelling. The Committee may grant such exceptions to this restriction as it deems suitable. No garage shall provide space for less than two (2) nor more than three (3) automobiles.

Section 3. Minimum Yard Requirements. No building on any Single Family Residential Lot shall be erected nearer than:

- (a) Twenty-five (25) feet from the front Lot line and from the exterior side Lot line on corner Lots; nor
- (b) Minimum of five (5) feet on one side Lot line, or eleven (11) feet on the opposite side Lot line or a total of sixteen (16) feet from the side Lot lines; nor

- (c) Forty (40) feet from the rear Lot line; nor
- (d) Thirty (30) feet from the rear Lot line abutting Open Space.

Approval of a variance by both the Committee and the Township permitting front, rear or side yards smaller than the above minimums shall be deemed a valid waiver of this restriction.

Section 4. Repetition of Elevations. The Committee shall not approve the use of any elevations which are identical to elevations approved for any adjacent Dwelling on the same street as the proposed construction.

Section 5. Single Family Residential Lot Splits. Splits of Single Family Residential Lots are permitted, provided that the resulting parcels must include at least one entire Single Family Residential Lot, and must also comply with Section 263 of the Subdivision Control Act of 1967, being Act No. 288 of the Public Acts of 1967, or provisions of succeeding law, if any.

Section 6. Maintenance of Improvements. Each Grantee shall keep all improvements on his Single Family Residential Lot or Unit in good condition and in good repair at all times.

Section 7. Animals. No farm animals, livestock or wild animals shall be kept, bred or harbored on any Lot, nor shall any animals be kept or bred for commercial purposes. Domestic animals commonly deemed to be household pets may be kept by the Grantee and members of his household so long as such pets shall have such care so as not to be objectionable or offensive to others due to noise, odor or unsanitary conditions. Any domestic animal kept by a Grantee of a Single Family Residential Lot or Unit shall be kept either on a leash or in a run or pen, and shall not be allowed to run loose or unattended. No runs or pens shall be permitted to be erected or maintained unless located within the rear yard adjacent to a wall of the main dwelling or garage and facing the rear or the interior of the Single Family Residential Lot or Unit, nor shall such runs or pens extend beyond the end of the dwelling or garage into the side yard. Such runs or pens shall not extend more than ten (10) feet in any one dimension. The exterior of the fence must be landscaped with plantings to screen the view of adjoining Dwellings.

Section 8. Weapons. No Grantee shall use or discharge within the Subdivision, nor shall he or she permit or suffer any occupant of any property within the Subdivision which he or she owns, or his or her or their invitees or guests, to use or discharge within the Subdivision any BB guns, firearms, rifles, shotguns, handguns, pellet guns, cross-bows or archery equipment.

Section 9. Sight Distance. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three (3) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the Lot lines and a line connecting them at points fifteen (15) feet from the intersection of the Lot lines, or in the case of a rounded property corner, from the intersection of the Lot lines as though extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of the sight lines.

Section 10. Temporary Structures. Trailers, shacks, barns or any temporary buildings of any description whatsoever are expressly prohibited and no temporary occupancy shall be permitted in unfinished buildings. Tents for entertainment or recreational purposes are permitted for periods not to

exceed forty-eight (48) hours. The Grantor, any builder or their subcontractors and/or independent contractors contracting with any Grantee, may erect temporary storage buildings for materials and supplies to be used in the construction of houses during the period when new houses are under construction in the Subdivision by the Grantor, Builders and/or independent contractors.

Section 11. General Conditions. The following general conditions shall be in effect:

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

(b) No house trailers, commercial vehicles, boat trailers, boats, camping, recreational vehicles or camping trailers, horse trailers or other utility trailer or vehicles may be parked on or stored on any Single Family Residential Lot or Unit, unless stored fully enclosed within an attached garage. Commercial vehicles and trucks shall not be parked in the Subdivision except while making normal deliveries or pickups in the normal course of business. However, a construction trailer may be maintained by each builder or independent contractor contracting with any Grantee during the period when new houses are under construction in the Subdivision;

(c) No laundry shall be hung for drying outside the dwelling which can be viewed from the street;

(d) The grade of any Lot in the Subdivision may not be changed after original construction without the written consent of the Committee and the Township;

(e) No swimming pool may be built which is higher than one (1) foot above the final grade of the Single Family Residential Lot or Unit. No swimming pool may be built unless some portion of the pool is within fifteen (15) feet of the Dwelling. All swimming pools must be constructed so that they drain into the storm sewer system only;

(f) No radio, television or other communication antennas of any type will be installed on or outside of any Dwelling. Antennas may be installed or placed in the interior of any Dwelling;

(g) All utility lines, including electric, gas, telephone and cable television, must be installed underground.

Section 12. Sales Agency and/or Business Office. Notwithstanding anything to the contrary herein, the Grantor and/or any Builders may construct and maintain a sales agency and/or a business office on any Single Family Residential Lots or Units which they may own, or may use a model house for such purposes. The Grantor and/or such builders may continue to maintain such a facility for use as long as they have an ownership interest in any Single Family Residential Lot or Unit.

Section 13. Lease Restrictions. No Grantee shall lease and/or sublet less than the whole of any dwelling. No lease shall be for a period less than one (1) year.

Section 14. Exterior Surface of Dwelling. The visible exterior walls of all dwelling structures shall be made of brick, brick veneer, wood, stone, stucco, aluminum or vinyl siding, in any

combination, provided, however, that the front elevation of each dwelling shall incorporate brick or stone covering at least 50% of the area, and the two (2) side and rear elevations shall include brick at least three feet (3') feet high. The exteriors of any chimney which protrude beyond the foundation shall be constructed of brick. The use of cement block, slag, cinder block or imitation brick is prohibited. Windows and doors made of unpainted aluminum or non-factory painted aluminum are prohibited. Windows and doors shall not be included in calculating the total area of visible exterior walls.

Section 15. Fences and Walls. Fences are prohibited, except for fences for domestic animals provided for in Section 7 and fences required by Township Ordinances for swimming pools. Low ornamental fencing shall also be permitted, provided approval has been secured from the Committee and that said fences are constructed from pressure treated wood, brick, stone, wrought iron or the materials used for the construction of the exterior of the residence.

The parties hereto agree that there shall be no fencing along the North Territorial frontage except as provided hereinafter. If fencing is to be installed along the North Territorial Road frontage, approval for such fencing must be requested by the Developer or the pertinent homeowners' association from the Community Development Department and the Building Department of the Township, and such fencing must be part of a landscape plan for the entire North Territorial Road frontage and must comply with all Ordinances of the Township.

Section 16. Signs. No sign or billboard of any kind shall be placed, erected or maintained on any Single Family Residential Lot or Unit. The provisions of this paragraph shall not apply to such signs as may be installed or erected on any Single Family Residential Lot or Unit by Grantor or any Builder during such period as any residence is being used as a model or for display purposes of resale by any Grantee.

Section 17. Driveways. All driveways, aprons and parking areas must be paved with concrete or brick pavers at the exclusive discretion of the Committee. Asphalt drives are prohibited. The Committee has the right to waive any of these requirements, at the exclusive option of the Committee. The driveways must be completed within six (6) months of occupancy.

Section 18. Street Trees. Trees shall be planted in the right-of-way adjacent to each Single Family Residential Lot and Unit. Each Single Family Residential Lot and each Unit shall have at least one (1) tree planted in the right-of-way, except for corner Single Family Residential Lots or Units, which shall have at least two (2) trees planted in the right-of-way. Such trees shall have a minimum diameter of three (3) inches at three (3) feet above the base, and the type shall be approved by the Committee.

Section 19. Destruction of Building by Fire, Etc. Any debris resulting from the destruction in whole or in part of any dwelling or building on any Single Family Residential Lot or Unit shall be removed with all reasonable dispatch from such Lot in order to prevent unsightly or unsafe conditions.

Section 20. Landscaping. Any Grantee taking occupancy of a newly constructed Dwelling between September 1 and May 1 shall have his lawn finished, graded and sodded by the next June 30. Any Grantee taking occupancy of a newly constructed Dwelling between May 1 and August 30 shall have his lawn finished, graded and sodded within sixty (60) days of occupancy. The yard areas and the right-of-way contiguous to each yard area shall be kept free of weeds by the Grantee and shall be well-maintained at all times.

Section 21. Trees. No living tree of a height of twenty (20) feet or more, or more than six (6) inches in diameter at three (3) feet above the ground shall be removed without the approval of the Committee. The Grantee shall treat or remove any diseased or blighted tree forthwith. Other than as permitted above, no person shall do any act the result of which could reasonably be expected to cause damage to or destruction to any tree.

ARTICLE V

RESTRICTIONS ON THE DISPOSAL OF TRASH, RUBBISH AND CHEMICALS

Section 1. Litter and Pollution. No Grantee shall throw or allow to accumulate on his or any other Single Family Residential Lot or Unit or the common areas or Open Space, trash, refuse or rubbish of any kind. No Grantee shall dump or otherwise dispose of chemicals, motor oil, paint, gasoline or petroleum distillates in, over or within the Subdivision or the sanitary or storm sewer drains serving the Subdivision.

ARTICLE VI

DRAINAGE SYSTEMS

Section 1. Maintenance Responsibility.

(a) The Association, any Grantees (including Grantor so long as it owns any property within the Subdivision), successors to the Grantor, and the association responsible for maintenance and administration of the Cluster Units (the "Cluster Unit Association"), shall be responsible for the care, maintenance, operation, inspection, repair, improvement, installation, construction and management of all drainage systems, including the rear yard sump drains, storm water collection systems, any retention basins, easements, drains, rights-of-way areas and improvements;

(b) In the event the Association, the Grantees (including the Grantor until such time as it no longer owns any property within the Subdivision), their agents, representatives, successors and assigns, or the Cluster Unit Association, do not maintain the storm drainage system, the Township shall have the right, but not the duty, to do so and the Association, the Grantees and the Cluster Unit Association, shall be severally and not jointly liable for each Grantee's proportionate share of the costs and expenses incurred by the Township to discharge such responsibilities. Such costs, expenses and charges shall be due and owing upon written demand and notice by the Township to the Association and Cluster Unit Association at the last known addresses of the associations filed with the Township Clerk and to the addresses of the owners of Single Family Residential Lots and Units as set forth in the tax roll. Such notices shall be sent by first class mail, postage prepaid and a proof of service of such mailing shall be evidence of the Township's compliance with the notice requirements contained therein. In addition to any other method of collection, the Township shall have the right to place such assessment on the Township tax rolls of the Single Family Residential Lots and Units constituting the Subdivision and to collect the same in the same manner as any property tax or assessment.

(c) Each Grantee shall maintain surface drainage as approved by the Grading Certificate and Grading Drainage Plan and shall establish the surface drainage as approved by the Grading Certificate. If the Master Grading Plan is deviated from, the Grantee shall be responsible for correcting the situation to the satisfaction of the Township, and if the grading is not established as approved by the Grading Certificate, the Township has the right, but not the duty, to make any necessary repairs and charge the responsible Grantee as provided herein.

ARTICLE VII

GENERAL PROVISIONS

Section 1. **Enforcement.** The Grantor, the Association, the Cluster Unit Association or any Grantee shall have the right to enforce all restrictions and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Grantor, the Association, the Cluster Unit Association, or any Grantee to enforce any covenant or restriction herein contained shall in no event be deemed an estoppel or a waiver of the right to do so thereafter.

The Grantor or the Association shall have the right to enter upon any Single Family Residential Lot or Unit for the purposes of mowing, cutting, weeding or removing any unsightly growth which in the opinion of the Grantor or the Association detracts from the overall attractiveness of the health and welfare of the Subdivision. The Grantor or the Association may enter upon the Single Family Residential Lots and Units for the purpose of removing any debris or trash from such Single Family Residential Lot or Unit. The Grantor or the Association shall be under no obligation to take such affirmative action. The Grantor or the Association shall provide the Grantee seventy-two (72) hours' notice prior to entry upon Grantee's property, except in the event of emergency threatening health or safety, in which case no prior notice shall be necessary. Any costs incurred in such action by the Grantor or Association shall be chargeable against the Grantee and shall constitute a lien against Grantee's Single Family Residential Lot or Unit as the case may be.

Section 2. **Severability.** Invalidation of any one of these restrictions by judgment or court order shall not affect any other provisions, which remaining provisions shall continue in full force and effect.

Section 3. **Amendment.** The restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for an additional period of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than 67% of the Grantees and thereafter by an instrument signed by not less than 51% of the Grantees, except that amendments made by the Grantor for the purpose of adding Single Family Residential Lots and/or Units and/or Open Space conveyed to the Association and making this Declaration apply to such Lots, Units and/or Open Space shall not require the vote or signature of any Grantees, the Association or any members thereof. Notwithstanding the foregoing, no amendment may be adopted without the consent of the Grantor at any time in which it owns property in the Subdivision or any subsequent phase thereof. Any amendment must be recorded with the Wayne County Register of Deeds before the amendment becomes effective.

No amendment affecting the rights of the Township can be effected without Township approval.

Section 4. Assignment or Transfer of Rights and Powers. Except as expressly limited by this Declaration, the Grantor reserves the right to assign to the Association, in whole or in part, from time to time, any or all of the rights, powers, titles, easements and estates hereby reserved or given to the Grantor, including the right and power to approve or disapprove any use, act, proposed action, or any other matter or thing. Any such assignments or transfer shall be made by appropriate instrument, in writing, and such assignee shall thereupon have the same rights and powers, and be subject to the same obligations and duties as herein given, reserved to and assumed by the Grantor in connection with the rights, powers and easements so assigned, and such instrument when executed by such assignee shall, without further act, release the Grantor from all obligations, duties and liabilities in connection therewith. The Grantor shall assign or transfer all such rights and powers no later than upon sale of 95% of the total number of Single Family Residential Lots or Units in the Subdivision to persons other than Builders, except for appointment of members of the Committee, which shall be transferred to the Association in accordance with Article III, Section 1.

Section 5. Appointment of Grantor as Attorney in Fact. All Grantees, their successors and assigns hereby irrevocable appoint the Grantor as their agent and attorney in fact for the purpose of executing any document necessary to allow Grantor to do anything which Grantor is entitled to do under the terms of this Declaration.

IN WITNESS WHEREOF, the Grantor has executed this Declaration of Restrictions on the date stated above.

WITNESSES:

ANDOVER LAKES CORPORATION, a Michigan corporation

Suzanne S. Reynolds
Suzanne S. Reynolds

By: Anthony F. Randazzo
Anthony F. Randazzo
Its: Vice President

Cynthia M. Cheyne
Cynthia M. Cheyne

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing was acknowledged before me this 14th day of June, 1996, by Anthony F. Randazzo, Vice President of Andover Lakes, Inc., a Michigan corporation, on behalf of the corporation.

Suzanne S. Reynolds
Suzanne S. Reynolds
Notary Public, Oakland County, MI
My commission expires: October 22, 2000

Anthony Randazzo
2617 Beacon Hill Drive
Auburn Hills, Michigan 48326

RETURN TO:

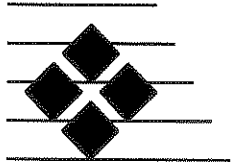
Suzanne Reynolds
Drolet Freeman
33 Bloomfield Hills Parkway
Suite 100, Bloomfield Hills, Mi 48304

andover\restrict.fm

EXHIBIT A to DECLARATION
(legal description)

part of the N.W. 1/4 and part of the N.E. 1/4 and part of the S.W. 1/4 of Section 30, T. 1 S., R. 8 E., Plymouth Township, Wayne County, Michigan, beginning at a point said point being distant N. 86°53'46" E., 1,342.83 feet along the East and West 1/4 line of said Section 30 from the West 1/4 corner of said Section 30; thence from said point of beginning N. 00°54'17" W., 1,316.86 feet; thence N. 84°02'17" E., 1,301.55 feet along the centerline of North Territorial Rd.; thence the following 4 courses along the southerly line of North Territorial Rd. S. 05°57'43" E., 60.00 feet and N. 84°02'17" E., 250.00 feet and S. 05°57'43" E., 40.00 feet and N. 84°02'17" E., 567.71 feet; thence the following 2 courses along M-14 Freeway (418 feet wide) S. 32°54'59" W., 330.12 feet and 2,241.25 feet along an arc of a curve to the right, radius 5,461.58 feet, central angle 23°30'44", chord length 2,225.55 feet and a chord bearing of S. 44°40'21" W.; thence N. 01°55'16" W., 441.05 feet; thence S. 86°53'46" W., 339.02 feet along said East and West 1/4 line to the point of beginning and consisting of one private park, 78 lots, numbered 1-78 both inclusive and containing 52.74 acres.





Kramer-Triad
Management Group, L.L.C.

Ann Arbor • Bingham Farms • Farmington Hills • Rochester Hills • Troy • West Bloomfield • Naples, FL

ASSOCIATION BY-LAWS

ANDOVER LAKES SUBDIVISION
PROPERTY OWNERS ASSOCIATION

BYLAWS

ARTICLE I

Purpose

The purposes for which this corporation is organized shall be those specific and general purposes set forth in the Articles of Incorporation of the Association. In furtherance of such purposes, this Association shall promote and maintain the safety, property values and general well being of the members of the Association and the property of the members located within Andover Lakes Subdivision, Wayne County, Michigan.

ARTICLE II

Members

Section 1. Eligibility. Every person or entity owning legal or equitable title to a Single Family Residential Lot or Unit, as defined in the Declaration of Restrictions for Andover Lakes Subdivision ("Declaration") shall be eligible for membership in the Association, and no other person or entity shall be eligible for membership. Notwithstanding the foregoing, members of the family of an eligible Association member who live with the Association member in Andover Lakes Subdivision shall enjoy the benefits of Association membership if the eligible member is an active member.

Section 2. Active Members. Notwithstanding Section 1 of this Article II, only eligible individuals who have currently paid any and all dues and/or assessments levied by the Association within the time periods for making such payments shall be considered active members of the Association. Only active members shall be eligible for election or appointment as directors or officers of the Association, or for membership on an Association committee. Only active members shall be eligible to vote on any matter coming before the Association for decision. As used herein, the term "member" means only an active member.

ARTICLE III

Dues and Assessments

Section 1. Dues and Assessments. The Board of Directors shall determine the amount of dues and/or assessments to be levied from time to time. Such dues and/or assessments shall be levied on a reasonable and uniform basis, as deemed appropriate and in accordance with the Declaration, by the Board of Directors for the

intended purpose(s) of such levy.

Section 2. Notice of Dues and Assessments. The Board of Directors shall cause a notice of any dues and/or assessments of members to be delivered by first-class mail or by personal delivery. Except in the case of Association dues to be used for the general purpose of defraying costs incurred by the Association in the normal conduct of its business, the notice shall state the purpose of the levy and the method used to determine the amount of assessment.

Section 3. Payment of Dues and Assessments. Each member shall pay the amount of dues and/or assessments levied within the time period granted by the Board of Directors. The time period shall not be less than thirty (30) days from the date of notice, unless otherwise required by unavoidable circumstances.

Section 4. Default in Payment. If dues, maintenance charges and/or assessments or other charges ("Charges") are not paid within the required time period set by the Board of Directors, they shall be considered as being in default. All Charges which remain due and unpaid for thirty (30) days after the date that they are due, shall thereafter be subject to interest at the maximum rate allowed by law from the due date and to a late charge as determined by the Board of Directors. A member whose Charges are in default shall no longer be an active member of the Association and shall lose the privileges of active membership, as set forth in Section 2 of Article II. The Board of Directors may foreclose the lien granted by the Declaration when a member is in default. If a Director or officer of the Association loses the privileges of active membership, he or she shall immediately be relieved of the duties of such position. A member may again become an active member by paying to the Association all Charges in default (including those levied while a member but not an active member), with interest at the maximum legal rate from the due date of each obligation in default and any attorney fees related thereto incurred by the Association, both calculated to the date of payment.

If a member has been relieved of his or her position as a Director or officer by virtue of a default hereunder, and such vacancy has not been filled, upon reinstatement as an active member such person shall again hold such position. If such vacancy has been filled, reinstatement as an active member shall not entitle such person to such prior position.

ARTICLE IV

Meetings

Section 1. Procedure. Meetings of the Association shall be held at a suitable place convenient to the members, as may be designated by the Board of Directors. Each member shall have one vote for each Single Family Residential Lot and/or Unit owned within Andover Lakes Subdivision, except that in accordance with the Declaration, the Grantor, as defined in the Declaration shall be entitled to three votes for each Single Family Residential Lot and Unit in which it holds an interest required for membership. Where a Single Family Residential Lot or Unit is owned by more than one person, there shall be no more than one vote. Meetings of the Association shall be conducted in accordance with Roberts Rules of Order, when not otherwise in conflict with the Articles of Incorporation, these Bylaws, the Declaration or the laws of the State of Michigan.

Section 2. Meetings. Annual meetings of members of the Association shall be held on a date set by the Board of Directors, 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 members a Board of Directors in accordance with the requirements of these Bylaws. The members may also transact at annual meetings such other business of the Association as may properly come before them.

Section 3. Special Meetings. Special meetings of the members of the Association may be called by either the Board of Directors or the holders of twenty-five percent (25%) or more of the total votes in the Association. The notice of any special meeting shall set forth the business to come before the members, and only such business shall be transacted.

Section 4. Notice. It shall be the duty of the Secretary (or other Association officer designated by the President 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 member of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to a member at the address filed with the Association, or a personal delivery of such notice, 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 5. Quorum; Adjournment. Presence at a meeting of the holders of fifty percent (50%) or more of the votes in the

Association shall constitute a quorum. If any meeting of members cannot be held because a quorum is not in attendance, the members who are present may adjourn the meeting for not more than thirty (30) days.

ARTICLE V

Board of Directors

Section 1. Number. The affairs of the Association shall be governed by a Board of (5) Directors, all of whom must be members of the Association and two of which shall be owners of Units in Andover Lakes Village, the condominium which is a part of Andover Lakes Subdivision. Directors shall serve without compensation.

Section 2. Election; Terms. The first Board of Directors shall be such number as determined by the members, and shall be elected at the first meeting of members of the Association. The Directors shall serve one (1) year terms, unless they sooner resign or are removed. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 3. Powers. The Board of Directors shall have the powers and duties normally enjoyed by directors of nonprofit corporations as more fully provided in the Michigan Nonprofit Corporation Act (the "Act").

Section 4. Vacancies. Vacancies on the Board of Directors 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. Each person so elected shall be a Director until a successor is elected to fill the remainder of the term at the next meeting of the Association.

Section 5. Removal. At any regular meeting of the Association duly called, and at any special meeting of the Association called in whole or in part for such purpose, any one or more of the Directors may be removed with or without cause by a vote of those members entitled to vote in an election of such Director's replacement. At that time a successor shall be elected to fill the vacancy thus created. A successor Director so elected shall serve until the end of the term of the person he was elected to replace. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting.

Section 6. Initial Meeting. The first meeting of a newly elected Board of Directors shall be held within thirty (30) days after its election at such time and 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 7. 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 (2) 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 or by mail, telephone or telegraph, at least ten (10) days prior to the date named for such meeting.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally or 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 a like manner and at like notice on the written request of three Directors.

Section 9. 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 meeting of the Board shall be deemed a waiver of notice of the time and place thereof unless the appearance is for the purpose of protesting the holding of such meeting. 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 10. 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, unless otherwise set forth herein. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. 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, but no proxies shall be permitted.

Section 11. Bonding. The Board of Directors may 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 expenses of administration.

ARTICLE VI

Officers

Section 1. Designation. The officers of the Association shall be a President, a Secretary and a Treasurer, who shall all be members of the Board of Directors.

Section 2. Appointment. The officers of the Association shall be appointed 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 successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called in whole or in part for such purposes.

Section 4. President. The President shall be the chief executive officer of the Association. The President shall preside at meetings of the Association and of the Board of Directors. The President shall have all of the general powers and duties which are usually vested in the office of the president of a corporation, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as the President may deem appropriate to assist in the conduct of the affairs of the Association.

Section 5. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; the Secretary shall have charge of such books and papers as the Board of Directors may direct; and shall, in general, perform all duties incident to the office of the Secretary.

Section 6. Treasurer. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements, specifying the operating expenses clearly, in books belonging to the Association. The Treasurer shall be responsible for the deposit of all moneys 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. The Treasurer shall ensure that expenditures for the maintenance and repair of Association property and any other expenses incurred by or in behalf of the Association are properly recorded. The Treasurer shall prepare and distribute to each member at least once per year the Association financial statement.

Section 7. Other 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 VII

Standing and Special Committees

Section 1. Architectural Control Committee. The Board of Directors shall appoint the Architectural Control Committee called for in the Declaration. The people serving on the Committee shall serve at the pleasure of the Board of Directors.

Section 2. Other Committees. The President or the Board of Directors may appoint such standing or special committees as deemed necessary, and shall define the duties of each appointed committee. Committees shall meet at the call of the President or the chairperson of each respective committee, and shall report to the Board of Directors as requested.

ARTICLE VIII

Finance

Section 1. 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 2. Depository. The funds of the Association shall be deposited in such financial institution 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.

ARTICLE IX

Indemnification of Officers and Directors

The Association shall indemnify every Association Director and officer to the fullest extent authorized by the laws of the State of Michigan.

ARTICLE X

Amendments

Section 1. Method. These Bylaws may be amended by the Association, at a duly constituted meeting, by a majority vote.

Section 2. Proposed. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of a majority of the Directors or by one-third (1/3) or more in number of the active members of the Association whether meeting as active members or by instrument in writing signed by them.

Section 3. Meeting. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with these Bylaws.

Section 4. Distribution. A copy of each amendment to these Bylaws shall be furnished to every active member of the Association after adoption, but failure to make such distribution shall not affect the validity of any amendment otherwise duly adopted.

ANDOVER LAKE SUBDIVISION

BUDGET AND ASSESSMENTS

HOMEOWNER ASSOCIATION BUDGET

The Board of Directors meets each fall to prepare the annual operating budget for the next fiscal year. Estimates are made regarding expenses for the coming year from contractors and from the current year experience. The Board then reviews, modifies and ultimately approves a budget for the year. A copy of the budget is then sent to all the owners prior to the beginning of the fiscal year.

The homeowner association-operating budget provides for the daily operation and maintenance of the community. This includes expenses for administration, utilities, building repair and maintenance, landscape and grounds, insurance and taxes, and replacement reserve funding. The replacement reserve account is used for long-term maintenance work and replacement of physical components that are the responsibility of the association. These expenses may include, but not be limited to, asphalt paving, concrete replacement for walks and porches, garage door replacement, gutter and downspout replacement, exterior light fixtures, street light fixtures, and roof replacement. The reserve may also be used for emergencies. A copy of the current budget will be sent to you shortly, and then added to each new handbook. The Board will send a new one out each year which you should place in the appropriate location in the handbook.

HOMEOWNER ASSOCIATION BI-ANNUAL ASSESSMENT FEE

The owner's association fee sometimes referred to as "dues" or "maintenance fees" funds the homeowner association budget. The bi-annual fee is calculated according to the "equal value" assigned. When receiving the coupon you should check to make sure the address of the lot is correct and the fee amount matches with the amount shown on the copy of the budget you received. If the information is not correct, contact the management company to order a new book. Checks should be made out in the name of your condominium association and mailed to:

Andover Lake Subdivision
c/o Kramer-Triad Management Group
P.O Box 42126
Detroit, MI 48242-0126

The prompt payment of assessments by all owners is critical to the financial integrity of the community. Payments not received prior to the first day of the following month will be sent to the association attorney for filing of a lien and collection.

ASSOCIATION FEES

Association fees should be sent to the address listed below. You will soon receive a coupon book for your home. If you do not please call Kramer-Triad Management Group Receivable department and they will order one for you. Please be sure the address of your home is on your check so the proper account is credited.

Please check the address on the coupons and make sure it coincides with the unit you own. If any of the information is not correct, please call.

Please make your check payable to: **Andover Lake Subdivision**

And mail it to: **Andover Lake Subdivision
C/O Kramer-Triad Management Group
PO Box 42126
Detroit, MI 48242-0126**

Andover Lakes Subdivision 2006 Budget

	2005 Budget	actual 2005 3rd quarter	Proposed 2006 Budget
Association Income			
Association Fees	27,750	22668	\$28,350
Interest Income			
Reserve Interest Income			
From Village	20,350	20350	\$20,801
Late Charges		85	
Misc. Income			
Income from Developer			
TOTAL INCOME	48,100	43,103	\$49,151

75x378

Administrative Expenses

Fees & Permits	20	60	\$50
Postage & Mailing	350	184	\$350
Duplicating	600	580	\$600
Management Fees	7,500	5299	\$7,725
Contracted Services	0		\$0
Legal Fees	275		\$275
Accounting/Audit	1,650	352.5	\$1,650
Miscellaneous Administrative	0	0	
TOTAL ADMINISTRATIVE EXP.	10,395	6,476	\$10,650

Utility Expense

Electricity	3,500	1921	\$3,600
Water & Sewer	850	710	\$875
TOTAL UTILITY EXPENSE	4,350	2,631	\$4,475

Maintenance & Repairs

Snow Removal & Supplies	1,500	1200	\$2,500*
Pond/Wetland Maintenance	3,600	2595	\$3,450
Fountain Repairs/Maintenance	1,500	645	\$1,500
Aeration Maintenance & Repair	450	0	\$450
Fountain Storage	550	0	\$475
Lawn Contract	10,400	7937	\$10,400
Spring Clean Up	200		\$200
Fall Clean Up	425		\$425
Bed Weeding	1400		\$1,400
Landscape Supplies/Flowers	500	1616	\$1,500
Tree & Shrub Maintenance	525		\$350
Lawn Fertilization	2,500	2070	\$2,700
Sprinkler/sprinkler maintenance		500	\$0
Contingency (Miscellaneous Landscape)	1,750	64	\$875
TOTAL MAINTENANCE & REPAIRS	25,300	16,627	\$26,225

Payroll

Maintenance Wages	350		\$350
Total Payroll	350	0	\$350

Taxes and Insurance

Property & Liability Insurance	1,381	1,713	\$1,159
Worker's Comp.	750	850	\$750
Umbrella (\$2MM)	612	612	\$554
TOTAL TAXES & INSURANCE	2,743	3,175	\$2,463

Reserves Expense

Replacement Reserve	5,004	6286	\$5,004
TOTAL RESERVES EXPENSE	5,004	6,286	\$5,004

Cash Flow \$16

TOTAL EXPENSES	48,142		\$49,167
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Annual Fee \$370 \$0 \$378

\$ 55.00 DEED

17 JUN 96 3:07 P.M. RECEIPT# 70B
RECORDED
FOREST E. YOUNGBLOOD, REGISTER OF DEEDS
WAYNE COUNTY, MI

DECLARATION OF RESTRICTIONS

FOR

ANDOVER LAKES SUBDIVISION

\$ 4.00 REMONUMENTATION

(The Plat of which is recorded in Liber 109, Page 78-83, Wayne County Records)

THIS DECLARATION is made this 14th day of June, 1996, by Andover Lakes, Inc., a Michigan corporation, of 2617 Beacon Hill Drive, Auburn Hills, MI 48326, hereinafter referred to as "Grantor:"

WITNESSETH:

WHEREAS, the Grantor is the owner of property located in the Township of Plymouth, Wayne County, Michigan, more particularly described as:

See Exhibit "A"

WHEREAS, this property is being developed by the Grantor as a Residential Unit Development under Article XVII of the Plymouth Township Zoning Ordinance #83, to-wit: A single family subdivision to be known as "Andover Lakes Subdivision," consisting of Lots 1 through 78 inclusive (the "Subdivision"), with Lots 1, 28 and 59 exclusive, to be constructed and developed as a cluster housing development (the "Cluster Development") consistent with the design and layout as found on Exhibit "B" attached, which Cluster Development shall be known as "Andover Lakes Village," and

WHEREAS, there is to be included within this development a certain open space area which is to be available for the common use and enjoyment of all of the residents of the Subdivision, which area is hereby designated as "open space" and so designated on the recorded plat, and

WHEREAS, it is necessary to establish binding restrictions applicable to all property within the Subdivision to insure the proper maintenance and government of the open space and the rights of the property owners and the residents therein, and

WHEREAS, it is the purpose and intention of these Restrictions that Lots 1 through 78, of the Andover Lakes Subdivision, including without limitation, Lots 1, 28 and 59, to be developed as the cluster units, shall be held and/or conveyed subject to the restrictions contained herein.

IT IS HEREBY DECLARED that the following restrictions are covenants running with the land, binding upon the heirs, personal representatives, successors and assigns of the Grantor and the Grantees of all individual Subdivision lots and cluster units in the Cluster Development.

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ARTICLE I
DEFINITIONS

Section 1. Definition of Terms.

The words and phrases below are defined as follows:

(a) "Association" shall mean and refer to Andover Lakes Subdivision Property Owners Association, a Michigan non-profit corporation, its successors and assigns;

(b) "Builder" shall mean and refer to any person or entity who acquires a residential lot or property for the cluster units for the purpose of engaging in and does engage in the business of constructing residential buildings for the purpose of resale and not for his or its own use;

(c) "Bylaws" shall mean and refer to the Bylaws of the Association;

(d) "Committee" shall mean the Architectural Review Committee;

(e) "Declaration" shall mean and refer to this Declaration of Restrictions and any amendments as recorded in the office of the Wayne County Register of Deeds, State of Michigan;

(f) "Dwelling" shall mean a home constructed on a Single Family Residential Lot or a Unit;

(g) "Grantee" shall mean and refer to the record owner, whether one or more persons or entities, of any subdivision lot or cluster unit which is a part of the development. When more than one person or entity is the Grantee of a subdivision lot or cluster unit, all such persons or entities shall be members. If any subdivision lot or cluster unit is sold on a land contract, then the land contract purchaser shall be considered the Grantee. Those persons having any interest in a subdivision or cluster unit merely as security for the performance of an obligation are not included;

(h) "Grantor" shall mean and refer to Andover Lakes, Inc., a Michigan corporation, and its successors and assigns;

(i) "Lot" shall mean and refer to any numbered lot shown on the recorded plat of the Subdivision;

(j) "Member" shall mean and refer to every person or entity who or which is a record owner of a fee or undivided interest in any Lot or Unit, but not including any owner who has sold his or its interest under an executory land contract. During such time as such a land contract is in force, the land contract vendee shall be considered to be the member of the Association;

(k) "Open Space" shall mean that area of land within the Subdivision (including the improvements thereto) now or hereafter owned by the Association for the common use and enjoyment of the Grantees;

(l) "Plat" shall mean and refer to the plat of the Subdivision, recorded or to be recorded in the office of the Wayne County Register of Deeds;

(m) "Single Family Residential Lot" shall mean and refer to those Lots other than 1, 28 and 59 of Andover Lakes Subdivision;

(n) "Storm Sewer Agreement" shall mean and refer to the Storm Sewer Agreement between the Township and the Grantor;

(o) "Subdivision" shall mean and refer to Lots 1 through 78 inclusive of Andover Lakes Subdivision;

(p) "Township" shall mean the Charter Township of Plymouth;

(q) "Unit" shall mean and refer to any cluster unit built on Lots 1, 28, and 59 of the Cluster Development known as Andover Lakes Village.

ARTICLE II

ANDOVER LAKES SUBDIVISION PROPERTY OWNERS ASSOCIATION

Section 1. Association. The Andover Lakes Subdivision Property Owners Association is hereby established and shall hereinafter be referred to as the "Association." Such Association shall be organized as a non-profit corporation for a perpetual term under the laws of the State of Michigan and shall be so incorporated within thirty (30) days following the recording of this Declaration.

Section 2. Powers of the Association. The Association shall exercise the authority and assume the obligations as set forth in a certain Residential Unit Development Agreement between the Grantor and the Township, which Agreement shall be recorded with the Wayne County Register of Deeds. The Association shall also have such other powers as are granted to it by this Declaration and such other powers as shall be set forth in its Bylaws.

Section 3. Membership. Membership in the Association shall be mandatory for each owner of a Lot and each owner of a cluster unit, and shall also include the Grantor until such time as Grantor no longer owns any Lots or Units.

Section 4. Lot Splits or Consolidations. If property has been attached or detached from any Lot then the enlarged Lots and/or the diminished Lots shall be deemed to be a "Lot" as defined above. Further, two (2) or more Lots which are combined into a single home site shall be deemed to be one (1) "Lot" for the purpose of computing voting rights and liability for maintenance charges hereunder.

Section 5. Voting Rights. The Association shall have one (1) class of voting membership. Each member shall be entitled to (1) vote for each Single Family Residential Lot or Unit in which they hold the interest required for membership. When more than one person holds any such interest in a Single Family Residential Lot or Unit all such persons shall be members. The one (1) vote for such

Single Family Residential Lot or Unit shall be exercised as they, among themselves, determine. Notwithstanding the foregoing, the Grantor shall be entitled to three (3) votes for each Single Family Residential Lot or Unit in which it holds the interest required for membership in order to assure the early initial development of Andover Lakes Subdivision.

Section 6. Rights to Open Space. The Grantor hereby dedicates and conveys to each member a right and easement of enjoyment in and to the Open Space described heretofore and hereby covenants for itself, its successors and assigns, that it will convey a fee simple title to the Open Space to the Association, free and clear of all encumbrances and liens except for this Declaration and the Residential Unit Development Agreement. The Association shall be responsible for the payment of taxes and insurance on the Open Space, for the proper maintenance thereof and for compliance with the Residential Unit Development Agreement.

Section 7. Legal Title. The title to the Open Space shall vest in the Association and shall be subject to the rights and easement of enjoyment in and to such Open Space by its members. Said easement shall not be personal, but shall be considered to be an appurtenance to the Lots and Units.

Section 8. Rules and Regulations. The Association shall have the authority to make and enforce rules and regulations pertaining to the use and maintenance of the Open Space, which rules and regulations shall be binding upon the members of the Association.

Section 9. Uses of the Open Space. The Open Space shall be used for recreation, hiking, nature study, picnicking and other uses for the benefit of its members which may be determined by the Association and which are allowed by the Township Ordinances. Recreational facilities may be constructed in the Open Space by the Association, if done in conformance with the Ordinances of the Township. All residents of Andover Lakes Subdivision and guests accompanied by said residents, shall have equal access to the Open Space and all facilities located thereon, if any, subject to the rules and regulations established by the Association, including the right to place a limitation on the number of guests and the right to limit or exclude residents and their guests if such residents or the members owning the property in which they reside are in default in the payment of assessments or in the performance of any other obligations as required by this Declaration or of the Association Rules and Regulations.

Section 10. Rights of Grantor and Association in the Open Space. Notwithstanding any other provision of the Declaration, the Grantor reserves the right to grant easements within the Open Space for the installation, repair and maintenance of water mains, sewer, drainage courses and other public utilities, provided that such utilities shall be installed in such a manner as to minimize the damage to the natural features of the Open Space. The Association shall have the right to mortgage any parts or all of the Open Space in connection with the borrowing of money, in the furtherance of any of its purposes authorized herein, and shall have the right to take such steps as are necessary to comply with such mortgage and to prevent foreclosure and any similar proceedings thereunder. The Association shall have the right to suspend the rights of any member in connection with the Open Space for any period during which any assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of its published Rules and Regulations.

Section 11. Assessment Fee. All of the owners of Single Family Residential Lots and Units in the development shall be subject to an annual assessment charge to be paid by the respective owners of the Single Family Residential Lots and Units included in said development, to the Association, annually, in advance, on the first day of January of each year, commencing with the first January of each

year, commencing with the first January following issuance of a Certificate of Occupancy for the first dwelling unit. The Board of Directors of the Association may permit the annual assessment charge to be paid in installments payable either semi-annually, quarterly or monthly.

Each year the Board of Directors of the Association shall, prior to November 1st, determine the total amount to be raised by the annual assessment charge for the next succeeding year. Should the Board of Directors at any time determine, at its sole discretion, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Open Space, or in the event of emergencies, the Board of Directors shall have the authority to levy such additional assessment or assessments as it shall deem necessary.

Section 12. Use of Assessment Fund. The annual assessment fund shall be used for such of the following purposes as the Association shall determine necessary and advisable: For improving and maintaining the Open Space and other property of the Association, entrances, boulevards and cul-de-sacs in the development; right-of-way along N. Territorial Road, the M-14 berm, including right-of-way in front of Edison Sub-station, if permitted by Detroit Edison; for planting trees and shrubbery and the care thereof; for obligations under the Storm Sewer Agreement; for purchase of insurance; for payment of amounts due pursuant to a Special Assessment District, if any, created for maintaining the street lighting within the project; and for doing any other things deemed necessary or advisable in the opinion of the Association for the general welfare of the members; for expenses incidental to the examination of plans and the enforcement of this Declaration or any other building restrictions applicable to said property; or for any other purpose within the purposes for which the Association is incorporated.

Section 12(a). Special Assessment District. The Subdivision may be subject to a Special Assessment District to provide for operation and maintenance of the street lighting throughout the Subdivision. The Township may bill such assessments to the Association which shall be responsible for payment thereof. The Association may in turn include such amounts in the assessments as provided in Section 11 above.

Section 13. Late Charge. All assessment charges which shall remain due and unpaid for thirty (30) days after the date that they are due, shall thereafter be subject to interest at the maximum rate allowed by law from the due date and to a late charge as determined by the Board of Directors.

Section 14. Lien. It is expressly understood and agreed that the annual assessment charge shall be a lien and encumbrance on the Single Family Residential Lot or Unit with respect to which said charge is made, and it is expressly agreed that by the acceptance of title or entering into a land contract for the purchase of any of the said Single Family Residential Lots or Units, the owner from that time on shall be held to have covenanted and agreed to pay the Association all charges provided for herein which were then due and unpaid to the time of his or its acquiring the title or entering into a land contract, and all such charges thereafter falling due during his or its ownership thereof. A certificate in writing issued by the Association or its agent shall be given upon written demand to any owner or prospective purchaser liable or who may be liable for said charges, which shall set forth the status of said charges.

Section 15. Subordination of Lien. The lien provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Lot or Unit shall not affect the assessment lien.

Section 16. Collection of Assessment Charges. By his or its acceptance of title, each owner shall be held to vest in the Association the right and power in its own name to take and prosecute all suits, legal, equitable or otherwise, which may, in the opinion of the Association, be necessary or advisable for the collection of the assessment charge.

Section 17. Failure to Maintain Open Space. In the event that the Association fails to maintain the Open Space as called for herein, the Township may so advise the Association or its members by serving a written notice by first class mail upon the resident agent, or the last known address of the agent as registered with the State of Michigan. Such notice shall describe the deficiencies in reasonable detail and establish a time period in which the deficiencies shall be cured, which period shall not be less than fourteen (14) days from the date of mailing of such notice.

If such deficiencies are of a nature that they cannot be cured within such period, and a good faith effort to commence their cure is not made, the Township shall have the right, but not the duty, to enter upon the Open Space to eliminate any nuisance or other condition dangerous to the public health, safety or welfare. The Township may assess the cost of such maintenance against the Association and, if not paid, against its members equally, in the same manner as taxes shall be assessed, and such assessment if not paid shall become a lien on the property against which the assessment was made.

Section 18. Severability. Each restriction contained herein is intended to be severable, and in the event that any one covenant is for any reason held void, it shall not affect the validity of the remaining covenants and restrictions.

Section 19. Amendments. All of the restrictions, conditions, covenants, charges and agreements contained herein shall continue in force indefinitely unless the members of the Association representing not less than 51% of the total votes of the Association amend this Declaration by a written instrument executed by the said members and recorded in the office of the Wayne County Register of Deeds; subject, however, to the provisions of the Residential Unit Development Agreement between the Grantor and the Township, which may not be changed or modified by the members of the Association without the written approval of the Township. No amendment which affects the rights of the Charter Township of Plymouth may be made without the express approval of the Township.

ARTICLE III

ARCHITECTURAL REVIEW

Section 1. Architectural Review Committee. No building, fence, wall, deck, swimming pool, outbuilding or other structure, landscaping or exterior improvement shall be commenced, erected or maintained on any Single Family Residential Lot or Unit, nor shall any exterior addition to or change or alteration therein or change in the exterior appearance thereof or change in landscaping be made until the plans and specifications showing the kind, size, shape, height, colors, materials, topography and location of the same on the Single Family Residential Lot or Unit shall have been submitted to and approved in writing by the Committee as hereinafter defined. The Committee shall be composed of three (3) persons appointed by the Grantor. Committee members are not required to be members of the Association, and may be employees, officers, directors, agents or affiliates of the Grantor. Each member of the Committee shall serve until he or she resigns and is replaced by a subsequent appointee. The Grantor shall delegate or assign its power of appointment of Committee members to its successors, assigns or to the Association after all Single Family Residential Lots and cluster Units in the Subdivision have been sold to persons other than builders. The Grantor may make such delegation at any time sooner in its sole discretion.

Neither the Grantor nor the Committee shall have any liability whatsoever for the approval or disapproval of any plans or specifications.

Section 2. Preliminary Plans. Preliminary plans may first be submitted to the Committee for preliminary approval.

Section 3. Plans and Specifications. Plans and specifications for final approval by the Committee shall include the following:

(a) Complete plans and specifications sufficient to secure a building permit in the Township, including a dimensional plot plan showing the Single Family Residential Lot(s) or Unit(s) and placement of all improvements;

(b) Front elevation, side elevation and rear elevation of the building, plus elevations of any walls and fences;

(c) A perspective drawing, if deemed necessary by the Committee, to interpret adequately the exterior design;

(d) Data as to the size, materials, colors and texture of all exteriors, including without limitation roof coverings and any fences and walls;

(e) One set of blueprints to be left with the Committee until construction is completed;

(f) A complete set of landscaping plans; and

(g) Any other data, drawings or materials which the Committee requests in order to fulfill its function.

Section 4. Compliance With Building and Use Restrictions.
No approval of the Committee shall be valid if the structure or improvement violates any of the restrictions set forth in Article IV of this Declaration, except in cases where waivers have been granted as provided for in said Article.

Section 5. Disapproval of Plans or Improvements. The Committee may disapprove plans because of non-compliance with any of the restrictions set forth in Article IV of this Declaration, or because of dissatisfaction with the grading and drainage plan, the location of the structure, the materials used, the color scheme, the finish, design, proportion, shape, height, style or appropriateness of the proposed improvement or alteration or because of any matter or thing, which, in the judgment of the Committee, would render the proposed improvement or alteration inharmonious with or out of keeping with the objectives of the Committee, the Subdivision, the Cluster Development or with improvements erected or to be erected in the Subdivision, including purely aesthetic considerations.

Section 6. Approval Time Schedule. In the event the Committee fails to approve or disapprove plans within thirty (30) days after proper submission, then such approval will not be required, but all other limitations, conditions and restrictions set forth in this document shall apply and remain in force as to such plans.

Section 7. Committee Approval. Committee approval shall be deemed given if the plans and specifications submitted for approval are marked or stamped as having been finally approved by the

Committee and are dated and signed by two (2) members of the Committee who are validly serving on the Committee on the date of such approval.

Section 8. Review Fee. The Committee may charge a review fee of a maximum of Two Hundred Fifty (\$250) Dollars to any Builder or Grantee for the purposes of reviewing plans for the construction of a residence. The fee may not be utilized for the purposes of paying salaries to any members of the Committee, but shall be utilized exclusively for the purposes of reimbursing actual expenses of the Committee, including but not limited to, professional review fees of independent consultants.

ARTICLE IV

BUILDING AND USE RESTRICTIONS

Section 1. Use of Single Family Residential Lots and Dwellings. All Single Family Residential Lots shall be used for single family residential purposes only and no building of any kind whatsoever shall be erected, re-erected, moved or maintained thereon except one single family dwelling house and appurtenant attached structures on each Single Family Residential Lot as hereinafter provided. Each Dwelling shall be designated and erected for occupation by a single private family. Each Dwelling shall be served by an attached garage. Lessees of any Dwelling shall be subject to the terms and conditions of this Declaration, the Bylaws and all Rules and Regulations promulgated pursuant to this Declaration and the Bylaws of the Association, all of which shall be incorporated into the lease of any Dwelling by reference, and any violation of the same by a lessee shall be deemed to be a violation by the lessor-Grantee and subject Grantee to the same penalties and sanctions as if the Grantee himself violated the Declaration, Bylaws or any Rules and Regulations of the Association.

Section 2. Character and Size of Buildings. No Dwelling shall be permitted on any Lot unless, in the case of a one-story building, the living area thereof shall be no less than 1500 square feet; in the case of a two-story building, the living area thereof shall not be less than 1800 square feet; and in the case of a quad-level or tri-level building, the living area thereof shall not be less than 1000 square feet on the first floor and not less than 700 square feet on the upper floor. No building greater than and one-half (2 1/2) stories shall be constructed. All computations of square footage for determination of the permissibility of erection of residences under this section shall be exclusive of basements, attics, utility rooms, garages, porches or similar areas which are not normally classified as living areas. All garages must be attached or architecturally related to the dwelling. The Committee may grant such exceptions to this restriction as it deems suitable. No garage shall provide space for less than two (2) nor more than three (3) automobiles.

Section 3. Minimum Yard Requirements. No building on any Single Family Residential Lot shall be erected nearer than:

- (a) Twenty-five (25) feet from the front Lot line and from the exterior side Lot line on corner Lots; nor
- (b) Minimum of five (5) feet on one side Lot line, or eleven (11) feet on the opposite side Lot line or a total of sixteen (16) feet from the side Lot lines; nor

- (c) Forty (40) feet from the rear Lot line; nor
- (d) Thirty (30) feet from the rear Lot line abutting Open Space.

Approval of a variance by both the Committee and the Township permitting front, rear or side yards smaller than the above minimums shall be deemed a valid waiver of this restriction.

Section 4. Repetition of Elevations. The Committee shall not approve the use of any elevations which are identical to elevations approved for any adjacent Dwelling on the same street as the proposed construction.

Section 5. Single Family Residential Lot Splits. Splits of Single Family Residential Lots are permitted, provided that the resulting parcels must include at least one entire Single Family Residential Lot, and must also comply with Section 263 of the Subdivision Control Act of 1967, being Act No. 288 of the Public Acts of 1967, or provisions of succeeding law, if any.

Section 6. Maintenance of Improvements. Each Grantee shall keep all improvements on his Single Family Residential Lot or Unit in good condition and in good repair at all times.

Section 7. Animals. No farm animals, livestock or wild animals shall be kept, bred or harbored on any Lot, nor shall any animals be kept or bred for commercial purposes. Domestic animals commonly deemed to be household pets may be kept by the Grantee and members of his household so long as such pets shall have such care so as not to be objectionable or offensive to others due to noise, odor or unsanitary conditions. Any domestic animal kept by a Grantee of a Single Family Residential Lot or Unit shall be kept either on a leash or in a run or pen, and shall not be allowed to run loose or unattended. No runs or pens shall be permitted to be erected or maintained unless located within the rear yard adjacent to a wall of the main dwelling or garage and facing the rear or the interior of the Single Family Residential Lot or Unit, nor shall such runs or pens extend beyond the end of the dwelling or garage into the side yard. Such runs or pens shall not extend more than ten (10) feet in any one dimension. The exterior of the fence must be landscaped with plantings to screen the view of adjoining Dwellings.

Section 8. Weapons. No Grantee shall use or discharge within the Subdivision, nor shall he or she permit or suffer any occupant of any property within the Subdivision which he or she owns, or his or her or their invitees or guests, to use or discharge within the Subdivision any BB guns, firearms, rifles, shotguns, handguns, pellet guns, cross-bows or archery equipment.

Section 9. Sight Distance. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three (3) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the Lot lines and a line connecting them at points fifteen (15) feet from the intersection of the Lot lines, or in the case of a rounded property corner, from the intersection of the Lot lines as though extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of the sight lines.

Section 10. Temporary Structures. Trailers, shacks, barns or any temporary buildings of any description whatsoever are expressly prohibited and no temporary occupancy shall be permitted in unfinished buildings. Tents for entertainment or recreational purposes are permitted for periods not to

exceed forty-eight (48) hours. The Grantor, any builder or their subcontractors and/or independent contractors contracting with any Grantee, may erect temporary storage buildings for materials and supplies to be used in the construction of houses during the period when new houses are under construction in the Subdivision by the Grantor, Builders and/or independent contractors.

Section 11. General Conditions. The following general conditions shall be in effect:

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

(b) No house trailers, commercial vehicles, boat trailers, boats, camping, recreational vehicles or camping trailers, horse trailers or other utility trailer or vehicles may be parked on or stored on any Single Family Residential Lot or Unit, unless stored fully enclosed within an attached garage. Commercial vehicles and trucks shall not be parked in the Subdivision except while making normal deliveries or pickups in the normal course of business. However, a construction trailer may be maintained by each builder or independent contractor contracting with any Grantee during the period when new houses are under construction in the Subdivision;

(c) No laundry shall be hung for drying outside the dwelling which can be viewed from the street;

(d) The grade of any Lot in the Subdivision may not be changed after original construction without the written consent of the Committee and the Township;

(e) No swimming pool may be built which is higher than one (1) foot above the final grade of the Single Family Residential Lot or Unit. No swimming pool may be built unless some portion of the pool is within fifteen (15) feet of the Dwelling. All swimming pools must be constructed so that they drain into the storm sewer system only;

(f) No radio, television or other communication antennas of any type will be installed on or outside of any Dwelling. Antennas may be installed or placed in the interior of any Dwelling;

(g) All utility lines, including electric, gas, telephone and cable television, must be installed underground.

Section 12. Sales Agency and/or Business Office. Notwithstanding anything to the contrary herein, the Grantor and/or any Builders may construct and maintain a sales agency and/or a business office on any Single Family Residential Lots or Units which they may own, or may use a model house for such purposes. The Grantor and/or such builders may continue to maintain such a facility for use as long as they have an ownership interest in any Single Family Residential Lot or Unit.

Section 13. Lease Restrictions. No Grantee shall lease and/or sublet less than the whole of any dwelling. No lease shall be for a period less than one (1) year.

Section 14. Exterior Surface of Dwelling. The visible exterior walls of all dwelling structures shall be made of brick, brick veneer, wood, stone, stucco, aluminum or vinyl siding, in any

combination, provided, however, that the front elevation of each dwelling shall incorporate brick or stone covering at least 50% of the area, and the two (2) side and rear elevations shall include brick at least three feet (3') feet high. The exteriors of any chimney which protrude beyond the foundation shall be constructed of brick. The use of cement block, slag, cinder block or imitation brick is prohibited. Windows and doors made of unpainted aluminum or non-factory painted aluminum are prohibited. Windows and doors shall not be included in calculating the total area of visible exterior walls.

Section 15. Fences and Walls. Fences are prohibited, except for fences for domestic animals provided for in Section 7 and fences required by Township Ordinances for swimming pools. Low ornamental fencing shall also be permitted, provided approval has been secured from the Committee and that said fences are constructed from pressure treated wood, brick, stone, wrought iron or the materials used for the construction of the exterior of the residence.

The parties hereto agree that there shall be no fencing along the North Territorial frontage except as provided hereinafter. If fencing is to be installed along the North Territorial Road frontage, approval for such fencing must be requested by the Developer or the pertinent homeowners' association from the Community Development Department and the Building Department of the Township, and such fencing must be part of a landscape plan for the entire North Territorial Road frontage and must comply with all Ordinances of the Township.

Section 16. Signs. No sign or billboard of any kind shall be placed, erected or maintained on any Single Family Residential Lot or Unit. The provisions of this paragraph shall not apply to such signs as may be installed or erected on any Single Family Residential Lot or Unit by Grantor or any Builder during such period as any residence is being used as a model or for display purposes of resale by any Grantee.

Section 17. Driveways. All driveways, aprons and parking areas must be paved with concrete or brick pavers at the exclusive discretion of the Committee. Asphalt drives are prohibited. The Committee has the right to waive any of these requirements, at the exclusive option of the Committee. The driveways must be completed within six (6) months of occupancy.

Section 18. Street Trees. Trees shall be planted in the right-of-way adjacent to each Single Family Residential Lot and Unit. Each Single Family Residential Lot and each Unit shall have at least one (1) tree planted in the right-of-way, except for corner Single Family Residential Lots or Units, which shall have at least two (2) trees planted in the right-of-way. Such trees shall have a minimum diameter of three (3) inches at three (3) feet above the base, and the type shall be approved by the Committee.

Section 19. Destruction of Building by Fire, Etc. Any debris resulting from the destruction in whole or in part of any dwelling or building on any Single Family Residential Lot or Unit shall be removed with all reasonable dispatch from such Lot in order to prevent unsightly or unsafe conditions.

Section 20. Landscaping. Any Grantee taking occupancy of a newly constructed Dwelling between September 1 and May 1 shall have his lawn finished, graded and sodded by the next June 30. Any Grantee taking occupancy of a newly constructed Dwelling between May 1 and August 30 shall have his lawn finished, graded and sodded within sixty (60) days of occupancy. The yard areas and the right-of-way contiguous to each yard area shall be kept free of weeds by the Grantee and shall be well-maintained at all times.

Section 21. Trees. No living tree of a height of twenty (20) feet or more, or more than six (6) inches in diameter at three (3) feet above the ground shall be removed without the approval of the Committee. The Grantee shall treat or remove any diseased or blighted tree forthwith. Other than as permitted above, no person shall do any act the result of which could reasonably be expected to cause damage to or destruction to any tree.

ARTICLE V

RESTRICTIONS ON THE DISPOSAL OF TRASH, RUBBISH AND CHEMICALS

Section 1. Litter and Pollution. No Grantee shall throw or allow to accumulate on his or any other Single Family Residential Lot or Unit or the common areas or Open Space, trash, refuse or rubbish of any kind. No Grantee shall dump or otherwise dispose of chemicals, motor oil, paint, gasoline or petroleum distillates in, over or within the Subdivision or the sanitary or storm sewer drains serving the Subdivision.

ARTICLE VI

DRAINAGE SYSTEMS

Section 1. Maintenance Responsibility.

(a) The Association, any Grantees (including Grantor so long as it owns any property within the Subdivision), successors to the Grantor, and the association responsible for maintenance and administration of the Cluster Units (the "Cluster Unit Association"), shall be responsible for the care, maintenance, operation, inspection, repair, improvement, installation, construction and management of all drainage systems, including the rear yard sump drains, storm water collection systems, any retention basins, easements, drains, rights-of-way areas and improvements;

(b) In the event the Association, the Grantees (including the Grantor until such time as it no longer owns any property within the Subdivision), their agents, representatives, successors and assigns, or the Cluster Unit Association, do not maintain the storm drainage system, the Township shall have the right, but not the duty, to do so and the Association, the Grantees and the Cluster Unit Association, shall be severally and not jointly liable for each Grantee's proportionate share of the costs and expenses incurred by the Township to discharge such responsibilities. Such costs, expenses and charges shall be due and owing upon written demand and notice by the Township to the Association and Cluster Unit Association at the last known addresses of the associations filed with the Township Clerk and to the addresses of the owners of Single Family Residential Lots and Units as set forth in the tax roll. Such notices shall be sent by first class mail, postage prepaid and a proof of service of such mailing shall be evidence of the Township's compliance with the notice requirements contained therein. In addition to any other method of collection, the Township shall have the right to place such assessment on the Township tax rolls of the Single Family Residential Lots and Units constituting the Subdivision and to collect the same in the same manner as any property tax or assessment.

(c) Each Grantee shall maintain surface drainage as approved by the Grading Certificate and Grading Drainage Plan and shall establish the surface drainage as approved by the Grading Certificate. If the Master Grading Plan is deviated from, the Grantee shall be responsible for correcting the situation to the satisfaction of the Township, and if the grading is not established as approved by the Grading Certificate, the Township has the right, but not the duty, to make any necessary repairs and charge the responsible Grantee as provided herein.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. The Grantor, the Association, the Cluster Unit Association or any Grantee shall have the right to enforce all restrictions and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Grantor, the Association, the Cluster Unit Association, or any Grantee to enforce any covenant or restriction herein contained shall in no event be deemed an estoppel or a waiver of the right to do so thereafter.

The Grantor or the Association shall have the right to enter upon any Single Family Residential Lot or Unit for the purposes of mowing, cutting, weeding or removing any unsightly growth which in the opinion of the Grantor or the Association detracts from the overall attractiveness of the health and welfare of the Subdivision. The Grantor or the Association may enter upon the Single Family Residential Lots and Units for the purpose of removing any debris or trash from such Single Family Residential Lot or Unit. The Grantor or the Association shall be under no obligation to take such affirmative action. The Grantor or the Association shall provide the Grantee seventy-two (72) hours' notice prior to entry upon Grantee's property, except in the event of emergency threatening health or safety, in which case no prior notice shall be necessary. Any costs incurred in such action by the Grantor or Association shall be chargeable against the Grantee and shall constitute a lien against Grantee's Single Family Residential Lot or Unit as the case may be.

Section 2. Severability. Invalidation of any one of these restrictions by judgment or court order shall not affect any other provisions, which remaining provisions shall continue in full force and effect.

Section 3. Amendment. The restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for an additional period of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than 67% of the Grantees and thereafter by an instrument signed by not less than 51% of the Grantees, except that amendments made by the Grantor for the purpose of adding Single Family Residential Lots and/or Units and/or Open Space conveyed to the Association and making this Declaration apply to such Lots, Units and/or Open Space shall not require the vote or signature of any Grantees, the Association or any members thereof. Notwithstanding the foregoing, no amendment may be adopted without the consent of the Grantor at any time in which it owns property in the Subdivision or any subsequent phase thereof. Any amendment must be recorded with the Wayne County Register of Deeds before the amendment becomes effective.

No amendment affecting the rights of the Township can be effected without Township approval.

Section 4. Assignment or Transfer of Rights and Powers. Except as expressly limited by this Declaration, the Grantor reserves the right to assign to the Association, in whole or in part, from time to time, any or all of the rights, powers, titles, easements and estates hereby reserved or given to the Grantor, including the right and power to approve or disapprove any use, act, proposed action, or any other matter or thing. Any such assignments or transfer shall be made by appropriate instrument, in writing, and such assignee shall thereupon have the same rights and powers, and be subject to the same obligations and duties as herein given, reserved to and assumed by the Grantor in connection with the rights, powers and easements so assigned, and such instrument when executed by such assignee shall, without further act, release the Grantor from all obligations, duties and liabilities in connection therewith. The Grantor shall assign or transfer all such rights and powers no later than upon sale of 95% of the total number of Single Family Residential Lots or Units in the Subdivision to persons other than Builders, except for appointment of members of the Committee, which shall be transferred to the Association in accordance with Article III, Section 1.

Section 5. Appointment of Grantor as Attorney in Fact. All Grantees, their successors and assigns hereby irrevocable appoint the Grantor as their agent and attorney in fact for the purpose of executing any document necessary to allow Grantor to do anything which Grantor is entitled to do under the terms of this Declaration.

IN WITNESS WHEREOF, the Grantor has executed this Declaration of Restrictions on the date stated above.

WITNESSES:

ANDOVER LAKES CORPORATION, a Michigan corporation

Suzanne S. Reynolds
Suzanne S. Reynolds

By: Anthony F. Randazzo
Its: Vice President

Cynthia M. Cheyne
Cynthia M. Cheyne

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing was acknowledged before me this 14th day of June, 1996, by Anthony F. Randazzo, Vice President of Andover Lakes, Inc., a Michigan corporation, on behalf of the corporation.

Suzanne S. Reynolds
Suzanne S. Reynolds
Notary Public, Oakland County, MI
My commission expires: October 22, 2000

Anthony Randazzo
2617 Beacon Hill Drive
Auburn Hills, Michigan 48326

RETURN TO:

Suzanne Reynolds
Drolet Freeman
33 Bloomfield Hills Parkway
Suite 100, Bloomfield Hills, Mi 48304

andover\restrict.fm

EXHIBIT A to DECLARATION
(legal description)

part of the N.W. 1/4 and part of the N.E. 1/4 and part of the S.W. 1/4 of Section 30, T. 1 S., R. 8 E., Plymouth Township, Wayne County, Michigan, beginning at a point said point being distant N. 86°53'46" E., 1,342.83 feet along the East and West 1/4 line of said Section 30 from the West 1/4 corner of said Section 30; thence from said point of beginning N. 00°54'17" W., 1,316.86 feet; thence N. 84°02'17" E., 1,301.55 feet along the centerline of North Territorial Rd.; thence the following 4 courses along the southerly line of North Territorial Rd. S. 05°57'43" E., 60.00 feet and N. 84°02'17" E., 250.00 feet and S. 05°57'43" E., 40.00 feet and N. 84°02'17" E., 567.71 feet; thence the following 2 courses along M-14 Freeway (418 feet wide) S. 32°54'59" W., 330.12 feet and 2,241.25 feet along an arc of a curve to the right, radius 5,461.58 feet, central angle 23°30'44", chord length 2,225.55 feet and a chord bearing of S. 44°40'21" W.; thence N. 01°55'16" W., 441.05 feet; thence S. 86°53'46" W., 339.02 feet along said East and West 1/4 line to the point of beginning and consisting of one private park, 78 lots, numbered 1-78 both inclusive and containing 52.74 acres.



NOTES

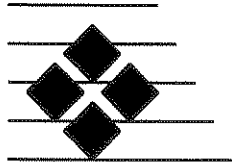
1. ALL PROVISIONS OF THE ZONING ORDINANCE AND THE SUBDIVISION CLUSTER ACT SHALL APPLY TO THIS DEVELOPMENT.
2. ALL UTILITIES AND SERVICE LINES SHALL BE LOCATED AS SHOWN ON THIS PLAN AND SHALL BE DEEMED TO BE THE PROPERTY OF THE STATE OF NEW HAMPSHIRE.
3. THE SHOWN AND APPROVED TO BE THE TRUE AND CORRECT REPRESENTATION OF THE SITE AND THE PROPERTY THEREON AND THE DEVELOPER'S INTENTIONS.
4. THE SHOWN AND APPROVED TO BE THE TRUE AND CORRECT REPRESENTATION OF THE SITE AND THE PROPERTY THEREON AND THE DEVELOPER'S INTENTIONS.

PROPRIETOR
ANDOVER POINTE OF PLYMOUTH
1000 ANDOVER POINTE DRIVE
ANDOVER, MASSACHUSETTS 01810

REVISIONS

NO.	DATE	DESCRIPTION
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Kramer-Triad
Management Group, L.L.C.

Ann Arbor • Bingham Farms • Farmington Hills • Rochester Hills • Troy • West Bloomfield • Naples, FL

ASSOCIATION BY-LAWS

ANDOVER LAKES SUBDIVISION
PROPERTY OWNERS ASSOCIATION

BYLAWS

ARTICLE I

Purpose

The purposes for which this corporation is organized shall be those specific and general purposes set forth in the Articles of Incorporation of the Association. In furtherance of such purposes, this Association shall promote and maintain the safety, property values and general well being of the members of the Association and the property of the members located within Andover Lakes Subdivision, Wayne County, Michigan.

ARTICLE II

Members

Section 1. Eligibility. Every person or entity owning legal or equitable title to a Single Family Residential Lot or Unit, as defined in the Declaration of Restrictions for Andover Lakes Subdivision ("Declaration") shall be eligible for membership in the Association, and no other person or entity shall be eligible for membership. Notwithstanding the foregoing, members of the family of an eligible Association member who live with the Association member in Andover Lakes Subdivision shall enjoy the benefits of Association membership if the eligible member is an active member.

Section 2. Active Members. Notwithstanding Section 1 of this Article II, only eligible individuals who have currently paid any and all dues and/or assessments levied by the Association within the time periods for making such payments shall be considered active members of the Association. Only active members shall be eligible for election or appointment as directors or officers of the Association, or for membership on an Association committee. Only active members shall be eligible to vote on any matter coming before the Association for decision. As used herein, the term "member" means only an active member.

ARTICLE III

Dues and Assessments

Section 1. Dues and Assessments. The Board of Directors shall determine the amount of dues and/or assessments to be levied from time to time. Such dues and/or assessments shall be levied on a reasonable and uniform basis, as deemed appropriate and in accordance with the Declaration, by the Board of Directors for the

intended purpose(s) of such levy.

Section 2. Notice of Dues and Assessments. The Board of Directors shall cause a notice of any dues and/or assessments of members to be delivered by first-class mail or by personal delivery. Except in the case of Association dues to be used for the general purpose of defraying costs incurred by the Association in the normal conduct of its business, the notice shall state the purpose of the levy and the method used to determine the amount of assessment.

Section 3. Payment of Dues and Assessments. Each member shall pay the amount of dues and/or assessments levied within the time period granted by the Board of Directors. The time period shall not be less than thirty (30) days from the date of notice, unless otherwise required by unavoidable circumstances.

Section 4. Default in Payment. If dues, maintenance charges and/or assessments or other charges ("Charges") are not paid within the required time period set by the Board of Directors, they shall be considered as being in default. All Charges which remain due and unpaid for thirty (30) days after the date that they are due, shall thereafter be subject to interest at the maximum rate allowed by law from the due date and to a late charge as determined by the Board of Directors. A member whose Charges are in default shall no longer be an active member of the Association and shall lose the privileges of active membership, as set forth in Section 2 of Article II. The Board of Directors may foreclose the lien granted by the Declaration when a member is in default. If a Director or officer of the Association loses the privileges of active membership, he or she shall immediately be relieved of the duties of such position. A member may again become an active member by paying to the Association all Charges in default (including those levied while a member but not an active member), with interest at the maximum legal rate from the due date of each obligation in default and any attorney fees related thereto incurred by the Association, both calculated to the date of payment.

If a member has been relieved of his or her position as a Director or officer by virtue of a default hereunder, and such vacancy has not been filled, upon reinstatement as an active member such person shall again hold such position. If such vacancy has been filled, reinstatement as an active member shall not entitle such person to such prior position.

ARTICLE IV

Meetings

Section 1. Procedure. Meetings of the Association shall be held at a suitable place convenient to the members, as may be designated by the Board of Directors. Each member shall have one vote for each Single Family Residential Lot and/or Unit owned within Andover Lakes Subdivision, except that in accordance with the Declaration, the Grantor, as defined in the Declaration shall be entitled to three votes for each Single Family Residential Lot and Unit in which it holds an interest required for membership. Where a Single Family Residential Lot or Unit is owned by more than one person, there shall be no more than one vote. Meetings of the Association shall be conducted in accordance with Roberts Rules of Order, when not otherwise in conflict with the Articles of Incorporation, these Bylaws, the Declaration or the laws of the State of Michigan.

Section 2. Meetings. Annual meetings of members of the Association shall be held on a date set by the Board of Directors, 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 members a Board of Directors in accordance with the requirements of these Bylaws. The members may also transact at annual meetings such other business of the Association as may properly come before them.

Section 3. Special Meetings. Special meetings of the members of the Association may be called by either the Board of Directors or the holders of twenty-five percent (25%) or more of the total votes in the Association. The notice of any special meeting shall set forth the business to come before the members, and only such business shall be transacted.

Section 4. Notice. It shall be the duty of the Secretary (or other Association officer designated by the President 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 member of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to a member at the address filed with the Association, or a personal delivery of such notice, 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 5. Quorum; Adjournment. Presence at a meeting of the holders of fifty percent (50%) or more of the votes in the

Association shall constitute a quorum. If any meeting of members cannot be held because a quorum is not in attendance, the members who are present may adjourn the meeting for not more than thirty (30) days.

ARTICLE V

Board of Directors

Section 1. Number. The affairs of the Association shall be governed by a Board of (5) Directors, all of whom must be members of the Association and two of which shall be owners of Units in Andover Lakes Village, the condominium which is a part of Andover Lakes Subdivision. Directors shall serve without compensation.

Section 2. Election; Terms. The first Board of Directors shall be such number as determined by the members, and shall be elected at the first meeting of members of the Association. The Directors shall serve one (1) year terms, unless they sooner resign or are removed. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 3. Powers. The Board of Directors shall have the powers and duties normally enjoyed by directors of nonprofit corporations as more fully provided in the Michigan Nonprofit Corporation Act (the "Act").

Section 4. Vacancies. Vacancies on the Board of Directors 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. Each person so elected shall be a Director until a successor is elected to fill the remainder of the term at the next meeting of the Association.

Section 5. Removal. At any regular meeting of the Association duly called, and at any special meeting of the Association called in whole or in part for such purpose, any one or more of the Directors may be removed with or without cause by a vote of those members entitled to vote in an election of such Director's replacement. At that time a successor shall be elected to fill the vacancy thus created. A successor Director so elected shall serve until the end of the term of the person he was elected to replace. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting.

Section 6. Initial Meeting. The first meeting of a newly elected Board of Directors shall be held within thirty (30) days after its election at such time and 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 7. 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 (2) 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 or by mail, telephone or telegraph, at least ten (10) days prior to the date named for such meeting.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally or 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 a like manner and at like notice on the written request of three Directors.

Section 9. 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 meeting of the Board shall be deemed a waiver of notice of the time and place thereof unless the appearance is for the purpose of protesting the holding of such meeting. 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 10. 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, unless otherwise set forth herein. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. 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, but no proxies shall be permitted.

Section 11. Bonding. The Board of Directors may 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 expenses of administration.

ARTICLE VI

Officers

Section 1. *Designation.* The officers of the Association shall be a President, a Secretary and a Treasurer, who shall all be members of the Board of Directors.

Section 2. *Appointment.* The officers of the Association shall be appointed 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 successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called in whole or in part for such purposes.

Section 4. *President.* The President shall be the chief executive officer of the Association. The President shall preside at meetings of the Association and of the Board of Directors. The President shall have all of the general powers and duties which are usually vested in the office of the president of a corporation, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as the President may deem appropriate to assist in the conduct of the affairs of the Association.

Section 5. *Secretary.* The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; the Secretary shall have charge of such books and papers as the Board of Directors may direct; and shall, in general, perform all duties incident to the office of the Secretary.

Section 6. *Treasurer.* The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements, specifying the operating expenses clearly, in books belonging to the Association. The Treasurer shall be responsible for the deposit of all moneys 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. The Treasurer shall ensure that expenditures for the maintenance and repair of Association property and any other expenses incurred by or in behalf of the Association are properly recorded. The Treasurer shall prepare and distribute to each member at least once per year the Association financial statement

Section 7. Other 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 VII

Standing and Special Committees

Section 1. Architectural Control Committee. The Board of Directors shall appoint the Architectural Control Committee called for in the Declaration. The people serving on the Committee shall serve at the pleasure of the Board of Directors.

Section 2. Other Committees. The President or the Board of Directors may appoint such standing or special committees as deemed necessary, and shall define the duties of each appointed committee. Committees shall meet at the call of the President or the chairperson of each respective committee, and shall report to the Board of Directors as requested.

ARTICLE VIII

Finance

Section 1. 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 2. Depository. The funds of the Association shall be deposited in such financial institution 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.

ARTICLE IX

Indemnification of Officers and Directors

The Association shall indemnify every Association Director and officer to the fullest extent authorized by the laws of the State of Michigan.

ARTICLE X

Amendments

Section 1. Method. These Bylaws may be amended by the Association, at a duly constituted meeting, by a majority vote.

Section 2. Proposed. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of a majority of the Directors or by one-third (1/3) or more in number of the active members of the Association whether meeting as active members or by instrument in writing signed by them.

Section 3. Meeting. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with these Bylaws.

Section 4. Distribution. A copy of each amendment to these Bylaws shall be furnished to every active member of the Association after adoption, but failure to make such distribution shall not affect the validity of any amendment otherwise duly adopted.