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Bernard J. Youngblood  
Wayne County Register of Deeds

August 10, 2011 10:50 AM

Liber 49314 Page 1286-1342

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**FIRST AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**NORTHVILLE HILLS GOLF CLUB NO.1**

As recorded in Liber 115,  
Pages 73 through 91, W.C.R.

AND

**NORTHVILLE HILLS GOLF CLUB NO.2**

As recorded in Liber 116,  
Pages 27 through 44, W.C.R.

AND

**NORTHVILLE HILLS GOLF CLUB NO.3**

As recorded in Liber 117,  
Pages 11 through 24, W.C.R.

AND

**NORTHVILLE HILLS GOLF CLUB NO.4**

As recorded in Liber 119,  
Pages 44 through 52, W.C.R.

AND

**EAST NORTHVILLE HILLS GOLF CLUB SUBDIVISION NO.1**

As recorded in Liber 116,  
Pages 96-101, W.C.R.

AND

**EAST NORTHVILLE HILLS GOLF CLUB SUBDIVISION NO.2**

As recorded in Liber 121,  
Pages 1-14, W.C.R.

AND

**EAST NORTHVILLE HILLS GOLF CLUB SUBDIVISION NO.3**

As recorded in Liber 122,  
Pages 33-41, W.C.R.

**NORTHVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN**

**FIRST AMENDED  
DECLARATION OF MASTER COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR NORTHVILLE HILLS GOLF CLUB**

THIS FIRST AMENDED DECLARATION OF MASTER COVENANTS, CONDITIONS AND RESTRICTIONS is made as of the 2<sup>nd</sup> day of August, 2011, by TOLL NORTHVILLE LIMITED PARTNERSHIP, a Michigan limited partnership, which declares hereby that the "Property" described in Article 2 of this Declaration is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

**ARTICLE 1**

**DEFINITIONS AND INTERPRETATION**

1.01 Definitions. The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Architectural Control Committee" or "Committee" shall mean and refer to the committee of the Master Association responsible for performing the architectural review and approval functions set forth in Article 9 of this Declaration.
- (b) "Articles" or "Articles of Incorporation" mean the Articles of Incorporation of the Association, as amended from time to time, a current copy of which is attached hereto as Exhibit "A".
- (c) "Assessments" shall mean and refer to the various forms of payment to the Association which are required to be made by Owners, as more particularly defined in Section 8.01 of this Declaration.
- (d) "Association" or "Master Association" shall mean and refer to the NORTHVILLE HILLS GOLF CLUB HOMEOWNERS ASSOCIATION, a Michigan non-profit corporation. The Master Association shall be solely responsible for all Common Property, including all Open Space, created by plats of the Property. Any separate Neighborhood Association that may be created shall be empowered only with respect to architectural and building and use restrictions for portions of the Property.

(e) "Board" or "Board of Directors" shall mean and refer to the duly constituted Board of Directors of the Association, from time to time.

(f) "Bylaws" shall mean the Bylaws of the Association, as amended from time to time. A copy of the current Bylaws of the Association is attached hereto as Exhibit "B".

(g) "Builder" shall mean any party constructing a home on a Lot owned by such party and designated in writing by Declarant as a Builder under this Declaration; provided, however, that for purposes of this Declaration, the term "Builder" does not include (i) the Declarant or its affiliates (including Toll Brothers, Inc.); or (ii) the Designated Lot Developer and its builders with respect to Lots owned (or being acquired on land contract) by the Designated Lot Developer.

(h) "Club" shall mean the golf club located on the Club Property and all facilities properties and appurtenances thereto.

(i) "Club Owner" shall mean and refer to the fee owner of the Club and the Club Property from time to time.

(j) "Club Property" shall mean the real property designated as "Golf Course" on Exhibit "C" attached hereto and made a part hereof. The layout and use of the Club Property as a master planned residential golf course (the Golf Club) including without limitation the club house, banquet center, restaurant, driving range and related amenities and accessory uses, may not be modified without the prior written consent of the Township.

(k) "Common Property" shall mean and refer to the property designated as Open Space on Exhibit "C" attached hereto and made a part hereof, together with all bike paths and pedestrian paths at the perimeter of the Property, plus all property designated as Common Property herein or by Supplemental Declaration which may include all of the following if located thereon: all pedestrian walkway areas, parking areas and drives, structures, recreational facilities, sprinkler systems and street lights, if any, but shall exclude (i) any public utility installations thereon, (ii) all portions of any Community Systems (as defined below) not made Common Property pursuant to Section 19.14 hereof, and (iii) any other property of Declarant not intended to be made Common Property. The Common Property are subject to the express requirements of the governmental agreements listed in Article 17, including without limitation a Bike Path Maintenance Agreement and a Landscape Maintenance Agreement, which impose affirmative obligations on each Owner and the Association, and which are incorporated by reference into this Declaration. Declarant will specifically identify (by recorded legal description, plats or other means) the Common Property of the Property, and such identification shall be required in order for a portion of the Property to be Common Property hereunder. Without limiting the generality of Section 1.02, in the event that Declarant determines that a particular portion of the Property is or is not Common Property hereunder (in the manner provided in said Section 1.02), such determination shall be binding and conclusive. In the event that the Association accepts an easement or similar grant over, under or through any portion of the Property or any property adjacent thereto or in the vicinity thereof, the easement estate in such property shall be deemed Common Property for the purposes of, but only for the purposes of, the Association performing whatever duties or obligations are stated in, or implied by law, with respect to

such easement or other grant. The Club and the Club Property are not part of the Common Property.

(l) "Community Systems" shall mean and refer to any and all cable television, telecommunication, alarm/monitoring, internet, telephone or other lines, conduits, wires, amplifiers, towers, antennae, equipment, materials, installations and fixtures (including those based on, containing or serving future technological advances not now known) installed by Declarant or pursuant to any grant of easement or authority by Declarant within the Property and serving more than one Lot.

(m) "Conservation Areas" shall mean and refer to the property legally described on a Plat as a "wetland", plus all property designated as Conservation Areas in any future recorded Plat or Easement, together with the plants and other items thereon.

(n) "County" shall mean and refer to Wayne County, Michigan.

(o) "Declarant" shall mean and refer to Toll/Northville Limited Partnership, a Michigan limited partnership, its successors and such of its assigns as to which the rights of Declarant hereunder are specifically assigned. Declarant may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Property (as hereinafter defined). In the event of such a partial assignment, the assignee shall not be deemed the Declarant, but may exercise such rights of Declarant specifically assigned to it. Any such assignment may be made on a nonexclusive basis. The rights of Declarant under this Declaration are independent of the Declarant's rights to control the Board of Directors of the Association, and, accordingly, shall not be deemed waived, transferred or assigned to the Owners, the Board or the Association upon the transfer of control of the Association.

(p) "Declaration" or "Master Covenants" means this instrument and all exhibits attached hereto, as same may be amended or supplemented (by Supplemental Declarations) from time to time. The "Designated Lot Developer" (defined below) and Builders contracting with the Designated Lot Developer are exempt from architectural review and approval.

(q) "Designated Lot Developer" shall mean and refer to Biltmore Wineman LLC, a Michigan limited liability company, its successors and assigns.

(r) "Lot" shall mean and refer to any lot or parcel on any plat of all or a portion of the Property and any other property hereafter declared as a Lot by Declarant. When the context so requires, "Lot" shall also mean a Condominium Unit as defined in any condominium Master Deed and Condominium Subdivision Plan recorded against any of the Property subject, or to become subject, to this Declaration.

(s) "Member" shall mean and refer to all Owners who are also Members of the Master Association as hereinafter provided (including, without limitation, the Declarant and the Club Owner).

(t) "Member's Permittees" shall mean and refer to those persons described in Section 11.03 of this Declaration to whom certain privileges hereunder are afforded; and shall mean the members, guests, officers; directors, employees, agents and invitees of Club.

(u) "Neighborhood Association" shall mean any association created or to be created to administer specific portions of the Property and Common Property lying within such portions pursuant to a declaration of covenants and restrictions affecting such portions. There shall be no more than four (4) such Neighborhood Associations within the Property.

(v) "Open Space" shall mean and refer to those areas designated as Open Space on Exhibit "C", which shall be held and preserved by the Association in perpetuity as Open Space, except for Township approved encroachments and utilities.

(w) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon or within the Property, the Club Owner, the Designated Lot Developer, and the Declarant. When the context so requires, "Lot" shall also mean a Condominium Unit as defined in any condominium Master Deed and Condominium Subdivision Plan recorded against any of the Property subject, or to become subject, to this Declaration.

(x) "Plat" shall mean and refer to one or more of the plats that shall individually, and collectively, cover the Property, as recorded in Wayne County Records, as generally shown on the final preliminary plat attached as Exhibit "C". When the context so requires, "Plat" shall also mean a Condominium Subdivision Plan recorded against any of the Property subject, or to become subject, to this Declaration.

(y) "Property" shall mean and refer to all properties described in Exhibit "D" attached hereto and made a part hereof. The Property is depicted on Exhibit "C".

(z) "Supplemental Declaration" shall mean and refer to an instrument executed by the Declarant (or the Master Association, if permitted by Section 2.04 hereof, or the Designated Lot Developer with respect to its property) and recorded in the Public Records of the County, for such purposes as are provided in this Declaration. Those Supplemental Declarations recorded as of this time and hereby incorporated in full by reference are the: Supplemental Declaration of Master Covenants, Conditions and Restrictions for Northville Hills Golf Club, recorded in Liber 36553, Pages 533 et seq., Wayne County Records; Second Supplemental Declaration of Master Covenants, Conditions and Restrictions for Northville Hills Golf Club, recorded in Liber 39533, Pages 595 et seq., Wayne County Records; Third Supplemental Declaration of Master Covenants, Conditions and Restrictions for Northville Hills Golf Club, recorded in Liber 42543, Pages 70 et seq., Wayne County Records; Fourth Supplemental Declaration of Master Covenants, Conditions and Restrictions for Northville Hills Golf Club, recorded in Liber 46150, Pages 908 et seq., Wayne County Records; and Supplemental Declaration of Master Covenants, Conditions and Restrictions for Northville Hills Golf Club, recorded in Liber \_\_\_\_\_, Pages \_\_\_\_ et seq., and Addendum to Supplemental Declaration of Master Covenants, Conditions and Restrictions for Northville Hills Golf Club, recorded in Liber \_\_\_\_\_, Pages \_\_\_\_ et seq., Wayne County Records Wayne County Records.

(aa) "Surface Water Management System" shall mean those ponds, pipes, storm sewers, culverts, swales and other facilities created and used for the drainage of the Property, which are designated by Declarant, in a uniform manner, as Common Property.

(bb) "Township" means Northville Township, a Michigan municipal corporation.

(cc) "Unit" shall mean and refer to any dwelling unit constructed on a Lot (and not a "Condominium Unit" unless specifically stated), provided, however, that no portion of any Community System, even if installed in a Unit, shall be deemed to be a part of a Unit unless and until same is made such pursuant to Section 4.11 hereof, if at all.

1.02 Interpretation. The provisions of this Declaration as well as those of the Articles, Bylaws and any rules and regulations of the Association shall be interpreted by the Declarant, unless Declarant ceases to exist, in which case they shall be interpreted by the Board of Directors. Any such interpretation of the Board which is rendered in good faith shall be final, binding and conclusive if the Board receives a written opinion of legal counsel to the Master Association, or the counsel having drafted this Declaration or other applicable document, that the interpretation is not unreasonable, which opinion may be rendered before or after the interpretation is adopted by the Board. Notwithstanding any rule of law to the contrary, the provisions of this Declaration and the Articles, Bylaws and the Rules and Regulations of the Master Association shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Master Association and the Property, the preservation of the values of the Lots and Units and the protection of Declarant's rights, benefits and privileges herein contemplated.

## ARTICLE 2

### PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

2.01 Legal Description. The initial real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Township, and is more particularly described in Exhibit "D" attached hereto and made a part hereof, all of which real property (and all improvements thereto), together with additions thereto, but less any withdrawals therefrom, is herein referred to collectively as "the Property".

2.02 Supplements. Declarant may from time to time unilaterally subject other land under the provisions of this Declaration by Supplemental Declarations (which shall not require the consent of then existing Owners, the Master Association, or mortgagee other than the owner and mortgagee, if any, of the land intended to be added to the Property) and thereby add to the Property, Common Property, easements and restrictions and reservations applicable to the Property or portions thereof. To the extent that such additional real property shall be made a part of the Property, reference herein to the Property shall be deemed to be reference to all of such additional property where such reference is intended to include property other than that legally described above. Nothing herein, however, shall obligate Declarant to add to the initial portion of the Property, to develop any such future portions

under a common scheme, nor to prohibit Declarant from rezoning and changing plans with respect to the Property. All Owners, by acceptance of a deed to or other conveyance of their Lots, shall be deemed to have automatically consented to any such rezoning, replatting, change, addition or deletion thereafter made by Declarant (or, if applicable, the Designated Lot Developer) and shall evidence such consent in writing if requested to do so by Declarant at any time (provided, however, that the refusal to give such written consent shall not obviate the general and automatic effect of this provision). A Supplemental Declaration may vary the terms of this Declaration by addition, deletion or modification so as to reflect any unique characteristics of a particular portion of the Property identified therein. If additional property is added, or if the number of Units approved for the Property changes, among other changes, the references to the share of assessments in Section 8.02 shall be amended appropriately.

### ARTICLE 3

#### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

3.01 Membership. Every person or entity who is a record Owner of a fee interest in any property included in the Property, including a Lot, shall be a Member of the Association. Notwithstanding anything else to the contrary set forth in this Article, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association. Declarant and the Club Owner shall specifically be Members of the Master Association.

3.02 Voting Rights. The voting rights of Members are as provided in the Bylaws and Articles of Incorporation of the Association.

3.03 General Matters. Unless further qualified in any such provision, when reference is made herein, or in the Articles, Bylaws, Rules and Regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members qualified to vote and represented at a duly constituted meeting of the Association (i.e., one for which proper notice has been given and for which a quorum exists), or cast by alternative means as allowed herein or in the Articles or, Bylaws of the Association and not the actual Members or their Lots.

### ARTICLE 4

#### MEMBERS' RIGHTS TO COMMON PROPERTY; EASEMENTS; COMMUNITY SYSTEMS

4.01 Members' Easements. Except for Limited Common Property as herein specified, each Member, and each Member's Permittees, shall have a non-exclusive permanent and perpetual easement over and upon the Common Property for the intended use and enjoyment thereof in common with all other such Members, Member's Permittees, their agents and invitees, but in such manner as may be regulated by the Association. Without limiting the generality of the foregoing, such rights of use and enjoyment are hereby made subject to the following:

- (a) The right and duty of the Association to levy assessments against each Lot and the Club Property for the purpose of maintaining the Common Property' and any facilities located thereon in compliance with the provisions of this Declaration and with the restrictions on the plats and condominium subdivision plans of portions of the Property from time to time recorded.
- (b) The right of the Association to suspend the Member's (and its Members Permittees') right to use the Common Property' and recreational facilities for any period during which any assessment against his Lot remains unpaid for more than thirty (30) days; and for a period not to exceed sixty (60) days for any infraction of this Declaration or the Association's lawfully adopted rules and regulations.
- (c) The right of the Association to adopt at any time and from time to time and to enforce rules and regulations governing the use of the Common Property and all facilities at any time situated thereon or operation of the Association. Any rule and/or regulation so adopted by the Association shall apply until rescinded or modified by the Board of Directors.
- (d) The right to the use and enjoyment of the Common Property and facilities thereon shall extend to all Members' Permittees, subject to regulations adopted from time to time by the Association as set forth in its lawfully adapted and published rules and regulations.
- (e) The right of Declarant to permit such persons as Declarant shall designate to use the Common Property and all recreational facilities located thereon.
- (f) The right of Declarant and the Association, acting separately or together, to have, grant and use general ("blanket") and specific easements over, under and through the Common Property.
- (g) The right of the Association, authorized by a two-thirds (2/3's) affirmative vote of all Members entitled to vote and after written consent of Declarant, to dedicate or convey portions of the Common Property (other than the Open Space, which shall not be dedicated or conveyed without the prior written consent of the Township) to any other association having similar functions, or any other public or quasi-public agency, under such terms as the Association deems appropriate and to create special taxing districts by required petition or contract with the other association or agency for lighting, roads maintenance, recreational or other services, monitoring, or communications and other similar purposes deemed appropriate by the Association (to which such dedication or contract all Owners, by the acceptance of the deeds to their Lots, shall be deemed to have consented, no consent of any other party, except the Association and Declarant being necessary).
- (h) The rights of the Declarant to withdraw portions of the Common Property as provided in Section 2.03 above.
- (i) The rights of the Club as provided in this Declaration.



WITH RESPECT TO THE USE OF THE COMMON PROPERTY AND THE PROPERTY GENERALLY, ALL PERSONS ARE REFERRED TO SECTION 19.14 AND ARTICLE 20 HEREOF, WHICH SHALL AT ALL TIMES APPLY THERETO.

4.02 Easements Appurtenant. The easements provided in Section 4.01 shall be appurtenant to and shall pass with the title to each Lot and the Club Property, but shall not be deemed to grant or convey any ownership interest in the Common Property subject thereto.

4.03 Parking. Parking areas for the use of the Owners will be located adjacent to the fitness center. The Master Association, through its officers, committees and agents, is hereby empowered to establish parking regulations in all of the Common Property and may make provision for the involuntary removal of any violating vehicle, provided however, that anything herein contained to the contrary, no such regulation may, directly or indirectly, impair, diminish or otherwise interfere with the rights of the Club in this Declaration.

4.04 Maintenance. The Master Association shall, at all times, maintain in good repair and manage, operate and insure, the Common Property and, to the extent not otherwise provided for, the Conservation Areas, the Surface Water Management System, paving, drainage structures, landscaping, improvements and other structures (except public utilities and Community Systems, to the extent same have not been made Common Property) situated on the Common Property, if any, all such work to be done as ordered by the Board of Directors of the Association. Without limiting the generality of the foregoing, the Association shall assume all of Declarant's and its affiliates' responsibilities to the County, and its governmental and quasi-governmental subdivisions, the Township and similar entities of any kind with respect to the Common Property, the Conservation Areas and the Surface Water Management System, and shall indemnify and hold Declarant and its affiliates harmless with respect thereto in the event of the Association's failure to fulfill those responsibilities during such times as the Declarant does not otherwise control the actions of the Association's Board of Directors. All work pursuant to this Section and all expenses incurred or allocated to the Association pursuant to this Declaration shall be paid for by the Association through assessments (either general or special) imposed in accordance herewith. The Master Association, on behalf of itself and/or all appropriate Neighborhood Associations, shall have the power to incur, by way of contract or otherwise, expenses general to all or applicable portions of the Property, or appropriate portions thereof, and the Master Association shall then have the power to allocate portions of such expenses among the Master Association and/or the Neighborhood Associations, based on such reasonable and uniform formula as may be adopted by the Master Association or as otherwise provided in this Declaration or any Supplemental Declaration. The portion so allocated to the Master Association or any Neighborhood Association shall be deemed a general expense thereof, collectible through its own assessments. No Owner may waive or otherwise escape liability for assessments by non-use (whether voluntary or involuntary) of the Common Property or abandonment of the right to use the Common Property.

In addition to the foregoing, the Master Association shall own and maintain the Conservation Areas of the Property and shall at all times protect the same and enforce the use restrictions hereinafter contained with respect thereto. Such Conservation Areas shall be part of the Common Property and are declared as such by this Declaration and same shall be

the perpetual" responsibility of the Association and, notwithstanding anything herein contained to the contrary, the Conservation Areas may in no way and by any party whomsoever be altered from their natural state. Activities prohibited within the Conservation Areas include, but are not limited to, construction or placing of buildings on or above the ground; dumping or placing soil or other substances such as trash; removal or destruction of trees, shrubs or other vegetation (with the exception only of exotic/nuisance vegetation removal); excavation, dredging or removal of fill materials; diking or fencing; and any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish or wildlife conservation or preservation.

4.05 Street Lights. The Master Association shall be responsible for the operation, maintenance, repair and replacement of all street lighting fixtures, installations and equipment serving the Common Property (solely 'or primarily), even if same are located within the Common Property/elements owned or administered by a Neighborhood Association or within dedicated public rights-of-way (and said fixtures, installations and equipment shall be deemed Common Property for the aforesaid purposes). In the event of doubt as to whether any particular street lighting serves the Common Property solely or primarily, the decision of the Board of Directors in such regard shall be final and conclusive. Notwithstanding the foregoing, in the event that a Neighborhood Association requests the Master Association to maintain, repair or replace any street lighting fixtures, installations or equipment which would not otherwise fall under the Master Association's responsibilities, then the Master Association may do so as long as all costs and expenses thereof are paid by the requesting Neighborhood Association. Charges for electricity used by street lights shall be paid by the Master Association or Neighborhood Association, depending upon to which Association's account such electricity is metered (as originally established by Declarant or the applicable utility company).

4.06 Easements for Vehicular Traffic. In addition to the general easements for use of the Common Property reserved herein, there shall be, and Declarant hereby reserves and covenants for itself and all future Owners of Lots within the Property and for the Club Owner, that each and every Owner, Club Owner, the Designated Lot Developer, and Declarant, shall have a non-exclusive easement appurtenant for vehicular traffic over all private streets, if any, within the Common Property, subject to the parking provisions set forth in Section 4.03 above.

4.07 Utility and Community Systems Easements. Use of the Common Property for utilities, as well as use of the other utility easements as shown on relevant plats, shall be in accordance with the applicable provisions of this Declaration and said plats. Declarant, the Designated Lot Developer, and their affiliates and their designees shall have a perpetual easement over, upon and under the Common Property and the portions of the Lots and the Club Property designated in plats for the installation, operation, maintenance, repair, replacement, alteration and expansion of Community Systems and other utilities. All installations in Open Space shall be underground, and shall be installed such that there is no interference, after installation, with the Owners use of and rights in the Open Space.

4.08 Public Easements. Fire, police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Property in the performance of their respective duties.

4.09 Ownership. The Common Property (including without limitation, walking paths, bike paths, and sidewalks), are hereby dedicated non-exclusively to the joint and several use, in common, of Declarant, the Designated Lot Developer, the Club Owner, and the Owners of all Lots that may from time to time constitute part of the Property and all Members Permittees and Declarant's tenants, guests and invitees, all as provided and regulated herein or otherwise by the Association, subject to Section 2.04 hereof. The Common Property (or appropriate portions thereof) shall, upon the later of completion of the improvements thereon or the date when the last Lot within the Property has been conveyed to a purchaser (or at any time and from time to time sooner at the sole election of Declarant), be conveyed by quit claim deed to the Association, which shall be deemed to have automatically accepted such conveyance. The Association shall be responsible for the maintenance, repair, replacement, insurance and administration of such Common Property, including, without limitation, the Open Space, bike paths, sidewalks, and pedestrian paths, all of which shall be performed in a continuous and satisfactory manner. It is intended that any and all real estate taxes and assessments assessed against the Common Property shall be (or have been, because the purchase prices of the Lots have already taken into account their proportionate shares of the values of the Common Property), proportionally assessed against and payable as part of the taxes of the applicable Lots within the Property. However, in the event that, notwithstanding the foregoing, any such taxes are assessed directly against the Common Property, the Association shall be responsible for the payment (subject to protest or appeal before or after payment) of same, including taxes on any improvements and any personal property located thereon.

Declarant and its affiliates shall have the right from time to time to enter upon the Common Property and other portions of the Property (including, without limitation, Lots) for the purpose of the installation, construction, reconstruction, repair, replacement, operation, expansion and/or alteration of any improvements or facilities on the Common Property or elsewhere on the Property that Declarant and its affiliates or designees elect to effect, and to use, without charge, the Common Property and other portions of the Property for sales, displays and signs or for any other purpose during the period of construction and sale of any portion thereof or of other portions of adjacent or nearby property. Without limiting the generality of the foregoing, Declarant, the Designated Lot Developer, and their affiliates and designees shall have the specific right to maintain upon any portion of the Property sales, administrative, construction or other offices and appropriate exclusive and non-exclusive easements of access and use are expressly reserved unto Declarant and its affiliates, and its and their successors, assigns, employees and contractors, for this purpose. The Declarant (and its agents, employees, contractors, subcontractors and suppliers) shall have an easement of ingress and egress over and across the Common Property for construction purposes and to erect, maintain, repair and replace, from time to time, one or more signs on the Common Property for the purposes of advertising the sale or lease of Lots. Any obligation (which shall not be deemed to be created hereby) to complete portions of the Common Property shall, at all times, be subject and subordinate to these rights and easements and to the above-referenced activities. Accordingly, Declarant shall not be liable for delays in such completion to the extent resulting from the need to complete any of the above-referenced activities prior to such completion.

4.10 Community Systems. Declarant shall have the right, but not the obligation, to convey, transfer, sell or assign all or any portion of the Community Systems located within the Property, or all or any portion of the rights, duties or obligations with respect thereto to the Association or any other person or entity (including an Owner, as to any portion of a Community System located on/in his Lot/Unit). Furthermore, Declarant and the Designated Lot Developer (with respect only to a Neighborhood Association) shall have the right to enter into exclusive agreements with service providers, such as providers of cable or satellite television systems, internet service providers, and security systems. Any payments received by Declarant or the Designated Lot Developer related to such arrangements shall be the sole property of Declarant or the Designated Lot Developer and the Master Association shall have no rights thereto. Such rights shall include the right of Declarant and the Designated Lot Developer (with respect only to a Neighborhood Association) to grant exclusive easements to such service providers, binding upon each Owner. Without limiting the generality of Section 19.13 hereof, if and when any of the aforesaid entities receives such a conveyance, sale, transfer or assignment, such entity shall automatically be deemed vested with such rights of Declarant as are expressly assigned by Declarant; provided, however, that if the Association is the applicable entity, then any Community Systems or portions thereof shall be deemed Common Property hereunder and the Association's rights, duties and obligations with respect thereto shall be the same as those applicable to other Common Property unless otherwise provided by Declarant. Any conveyance, transfer, sale or assignment made by Declarant pursuant to this Section 4.10, (i) may be made with or without consideration, (ii) shall not require the consent or approval of the Association or any Owner and (iii) if made to the Association, shall be deemed to have been automatically accepted with all rights, duties, obligations and liabilities with respect thereto being deemed to have been automatically assumed). In recognition of the intended increased effectiveness and potentially decreased installation and maintenance costs and user fees arising from the connection of all Units in the Property to the applicable Community Systems, each Owner and occupant of a Unit shall by virtue of the acceptance of the deed or other right of occupancy thereof, be deemed to have consented to and ratified any and all agreements to which the Association is a party which is based upon (in terms of pricing structure or otherwise) a requirement that all Units be so connected. The foregoing shall not, however, prohibit the Community Systems provider from making exceptions to any such 100% use requirement in its reasonable discretion. **WITH RESPECT TO COMMUNITY SYSTEMS, ALL PERSONS ARE REFERRED TO SECTION 19.13 HEREOF, WHICH SHALL AT ALL TIMES APPLY TO THIS SECTION.**

4.11 Club Easements. The Club Owner shall have non-exclusive easements over and upon the Common Property for the use thereof by the Club, its Member's Permittees, its members, guests, invitees, agents, the general public (if invited by the Club or the Club Owner), employees and contractors, and neither the Master Association nor any Owner shall, by action, inaction or rule do anything which interferes with such uses. By acceptance of a deed to any real property within the Property, each Owner acknowledges and agrees that owning property in a community containing a golf course has benefits as well as detriments, and the detriments include, but are not limited to: (i) the risk of damage to property or injury to persons and animals from golf balls which are hit onto the Owner's Lot; (ii) the entry by golfers onto an Owner's Lot or other portion of the Property to retrieve golf balls; (iii) overspray in connection with the watering and maintenance of the golf course; (iv) noise from golf course maintenance and operation equipment (including, without limitation, mowers,

compressors, wood chippers, chainsaws, blowers, mulchers, tractors, utility vehicles, sprinklers and pumps, all of which may be operated at all times of the day and night or continuously); (v) odors arising from irrigation and fertilization of the golf course; and (vi) disturbances and loss of privacy resulting from maintenance, golf cart traffic and golfers. Additionally, each Owner and the Master Association acknowledges that pesticides and chemicals may be applied to the golf course throughout the year and that reclaimed water, or other sources of non-potable water may be used for irrigation of the golf course.

Each Owner expressly assumes such detriments and risks and agrees that neither the Declarant or any successor or assign, the Association or its Members (in their capacity as such), the Club Owner, or any officer, director or partner of any of the foregoing, shall be liable to any Owner or anyone claiming any loss or damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of an Owner's Lot to the golf course on the Club Property, including, without limitation, any claim arising in whole or in part from the negligence of Declarant or the Club Owner.

#### 4.12 Additional Club Easements.

(a) Every Lot and the Common Property west of Sheldon Road and the common property of any Neighborhood Association west of Sheldon Road are burdened with an easement permitting golf balls unintentionally to come upon such Lots or Common Property and for golfers at reasonable times and in a reasonable manner to come upon the Lot and Common Property to retrieve errant golf balls; provided, however, if any Lot is fenced or walled, the golfer shall seek the Owner's permission before entry and nothing herein shall give any person the right to enter any Unit, dwelling, building or other structure on such property to retrieve golf balls. The existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls.

(b) The Club Owner and its agents, successors and assigns, shall at all times have a right and non-exclusive easement of access and use over those portions of the Common Property west of Sheldon Road reasonably necessary to the access to, operation, maintenance, repair and replacement of its facilities.

(c) The Property located West of Sheldon Road is hereby burdened with a non-exclusive easement in favor of the adjacent golf course for overspray of water, chemicals and fertilizer from the irrigation system serving the golf course located on the Club Property, and from the overspray of pesticides, fertilizers and other chemical treatments of the golf course.

(d) The Club Owner and its agents, successors and assigns, shall have a perpetual, exclusive easement of access over the Property located West of Sheldon Road for the purpose of retrieving golf balls from bodies of water within the Common Property lying reasonably within range of golf balls hit from its golf course.

(e) A perpetual easement for the maintenance, repair, replacement and use of any golf cart path constructed within the Property is hereby granted to the Club Owner and its

Member Permittees, invitees, agents, employees and contractors, and other users of the golf course served by such paths, including any paths located on the Common Property. Neither the Master Association, any Neighborhood Association nor any Owner shall obstruct or otherwise interfere with the lawful use of the easement granted herein, including its use for golf course maintenance.

(f) A perpetual easement for the noise and other disturbances cause by the use and maintenance of the golf course located on the Club Property is hereby imposed on the Property.

(g) A perpetual easement for the benefit of the Club Property, the Club Owner, and the Club's members, guests, invitees, employees, agents, contractors, and designees, and the general public if invited by the Club Owner, for ingress, egress under and over all roadways located within the Property located West of Sheldon Road from time to time (whether Common Property or otherwise), including for golf carts and maintenance vehicles, tractors and mowers. Without limiting the generality of the foregoing, all such parties shall have the right to park their vehicles on the roadways located within the Property located West of Sheldon Road from time to time before, during and after tournaments and other functions held at the Club to the extent that the Club has insufficient parking to accommodate vehicles.

**(h) ALL PERSONS ARE HEREBY NOTIFIED THAT ERRANT GOLF BALLS MAY, FROM TIME TO TIME, LAND ON PROPERTY ADJACENT TO OR NEARBY THE GOLF COURSE WITHIN THE PROPERTY OR STRIKE IMPROVEMENTS LOCATED ON SUCH PROPERTY. ALL PERSONS ARE HEREBY FURTHER NOTIFIED THAT THE GOLF COURSE IS OWNED BY CLUB OWNER AS A PRIVATE CONCERN THAT MAY, IN THE FUTURE, BE CONVEYED, LEASED OR OTHERWISE BE PLACED UNDER THE CONTROL OF A THIRD PARTY. NO PERSON SOLELY BY ACQUIRING ANY LOT OR OTHER INTEREST IN ANY PORTION OF THE PROPERTY SHALL, BY VIRTUE THEREOF, ACQUIRE ANY EASEMENT, LICENSE OR OTHER RIGHT TO USE THE GOLF COURSE OR ANY OTHER FACILITY LOCATED ON THE CLUB PROPERTY. NO PERSON ACTING ON BEHALF OF DECLARANT, THE DESIGNATED LOT DEVELOPER, A BUILDER OR ANY OTHER PERSON OR ENTITY HAS ANY AUTHORITY WHATSOEVER TO MAKE ANY REPRESENTATIONS TO THE CONTRARY UNLESS SO PROVIDED IN A SUPPLEMENTAL DECLARATION EXECUTED BY DECLARANT (OR, AS AUTHORIZED HEREIN, THE DESIGNATED LOT DEVELOPER). THE FOREGOING DISCLAIMER SHALL EXTEND TO AND INCLUDE THE MASTER ASSOCIATION AND ANY NEIGHBORHOOD ASSOCIATION, NONE OF WHICH SHALL HAVE ANY RIGHT, TITLE OR INTEREST IN OR TO, OR CONTROL OVER, SUCH CLUB PROPERTY. ANY USE OF THE GOLF COURSE OR OTHER FACILITIES LOCATED ON THE CLUB PROPERTY SHALL BE SOLELY IN ACCORDANCE WITH THE STANDARDS AND REQUIREMENTS SET BY THE CLUB OWNER OR THE OPERATOR THEREOF, WHICH STANDARDS AND REQUIREMENTS MAY BE CHANGED FROM TIME TO TIME IN THEIR SOLE DISCRETION.**

Under no circumstances shall the Declarant, the Designated Lot Developer, the Master Association, the Club Owner, any builder or contractor, or any officer; director,

partner or member of any of the foregoing, in their capacities as such, be held liable for any damage or injury resulting from errant golf balls hit by third parties, retrieval of errant golf balls by third parties, or from overspray from the golf course.

4.13 Pipes, Wires, Ducts, Cables, Conduits, Public Utility Lines, Etc. Each portion of a Lot and the Common Property shall have an easement in Common with all other portions thereof to use, maintain, repair, alter and replace all pipes, wires, ducts, vents, cables, conduits, utility lines, and similar or related facilities located in the Lots and Common Property. Each portion of the Lots and Common Property shall be subject to an easement in favor of all other portions thereof to use, maintain, repair, alter and replace the pipes, wires, ducts, vents, cables, conduits, utility lines and other similar or related facilities located in such portion of the Lots and Common Property and serving other portions thereof.

4.14 Easements of Support. Whenever any structure included in the Common Property adjoins any structure included in any other portion of the Property, each said structure shall have and be subject to an easement of support and necessity in favor of the other structure.

## ARTICLE 5

### MAINTENANCE OF UNITS AND LOTS

5.01 Exteriors of Units. The Owner of a Lot shall maintain all exterior surfaces and roofs, facias, shutters and soffits of the structures (including the Unit) and other improvements located on the Lot (including driveway and sidewalk surfaces) in a neat, orderly and attractive manner. The aforesaid maintenance shall include, but not be limited to, maintaining screens (including screen enclosures), windows and doors (including the wood and hardware of garage doors and sliding glass doors), periodic repainting, replacement of deteriorated members and trim, etc.. The minimum (though not sole) standard for the foregoing shall be consistency with the general appearance of the Property as initially constructed and otherwise improved (taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness or ignoring of needed periodic repainting). The Owner shall clean, repaint or restrain, as appropriate, the exterior portions of each Unit (with the same colors as initially used on the Unit), including exterior surfaces of garage doors, as often as is necessary to comply with the foregoing standards and the Association, in its sole discretion, shall have the right to mandate when such maintenance is needed.

5.02 Landscaping. New homes shall be required to install within 90 days after closing (or by June 1<sup>st</sup> of the following year if closing takes place in or after September of any year) the minimum Landscape Package as defined by the Declarant in its sales and closing documentation, which may be revised by the Declarant from time to time, in its sole discretion. Following installation of landscaping, the Owner shall maintain and irrigate the trees, shrubbery, grass and other landscaping on each Lot in a neat, orderly and attractive manner and consistent with the general appearance of the Property as a whole. The minimum (though not sole) standard for the foregoing shall be the general appearance of the Property as initially landscaped (such standard being subject to being raised by virtue of the

natural and orderly growth and maturation of applicable landscaping, as properly trimmed and maintained).

5.03 Right of Entry. In addition to such other remedies as may be available under this Declaration, in the event that an Owner fails to maintain a Unit or Lot, the Master Association shall have the right to enter upon the Lot in question and perform such duties; provided, however, that such entry shall be during reasonable hours and only after five (5) days' prior written notice, except in the case of emergencies, in which cases no minimum advance notice will be required. The Owner having failed to perform its maintenance duties shall be liable to the Master Association for the costs of performing such remedial work plus a surcharge of not more than thirty-five percent (35%) of the cost of the applicable remedial work, all such sums being payable upon demand and to be secured by the lien provided for in Article 8.01 hereof. No bids need be obtained for any of the work performed pursuant to this Article and the person(s) or company performing such work may be selected by the Master Association in its sole discretion. There is hereby created an easement in favor of the Master Association, and its applicable designees over each Lot for the purpose of entering onto the Lot for the performance of the work herein described, provided that the notice requirements of this Article are complied with if applicable.

5.04 Additional Maintenance. Each Owner shall maintain, in accordance with the standards set forth in this Article, whether or not located on his Lot, (i) the street-side boundary line(s) of the Owner's Lot to the edge of the street's pavement, and (ii) the projections of the side boundary lines of the Lot to such pavement's edge. Without limiting the generality of the foregoing, each Owner shall be responsible for the maintenance of any portion of his driveway which extends beyond the Lot as well as any sidewalk, grass or other plant material located immediately adjacent thereto; provided, however, that if the Board of Directors of the Master Association or a Neighborhood Association, so elects, such Association may perform all or any portion of such maintenance obligations, on an ongoing or isolated basis, for purposes such as achieving an economy of scale or providing for uniform appearance. In the event maintenance is by a Neighborhood Association, the costs of such maintenance shall be borne only by the Owners within the affected Neighborhood in accordance with Section 8.02 hereof. Maintenance of sidewalks is further subject to the Bike Path Maintenance Agreements executed between Declarant and the Township, and attached as part of Exhibit "E". See Article 17 below.

## ARTICLE 6

### THE CLUB

6.01 Rights of Access. The Declarant, the Club and its members (if any/and regardless of whether same are Owners hereunder), guests, employees, agents, contractors and invitees, and the general public if invited by the Club Owner shall at all times have a right and non-exclusive easement of access and use over all roadways located within the Property reasonably necessary to travel from/to the entrance of the Property from a publicly dedicated street or road to and from the Club, and, further, over those portions of the Property (whether Common Property or otherwise) reasonably necessary for the use, operation, maintenance, repair and replacement of the Club and its facilities.



6.02 Conveyance of Club. At the recording of this Declaration, it is the intention of the Club Owner to operate the Club as a golf course open to the general public. All persons, including all Owners, are hereby advised that no representations or warranties have been or are made by the Declarant or any other person or entity with regard to the development or continuing ownership or operation of the Club as same does or may hereafter exist, and no purported representation or warranty in such regard shall ever, be effective without an amendment hereto executed or joined into by the Declarant. Further, the ownership or operational duties of and as to the Club may change at any time and from time to time by virtue of, but without limitation, (a) the sale or assumption of operations of the Club by/to any third party, (b) the Club's entering into arrangements with other clubs located off of the Property, and establishing reciprocal use rights with such other clubs, or (c) the conveyance of the Club to the Master Association. **Each Owner, by acceptance of a deed or other conveyance of a Lot, shall be deemed to acknowledge and agree that purchase of any Lot does not give the Owner any license or other rights to use the Club or any ownership, membership or other interest in the Club or its or their facilities. Membership in the Club, when offered, shall only be available upon the terms and conditions as may be determined from time to time by the respective owner(s) of the Club. Membership in the Club, when offered, shall be subject to the Club's Bylaws and rules and regulations governing members and membership (as the same may be amended from time to time). In accordance with the rules and regulations, members may be required to pay a purchase price, membership contribution, initiation fee or deposit, in addition to dues and other charges for Club membership. No representations, express or implied, have been made regarding the development, ownership, operation or use of the Club and the Club's facilities now or in the future.**

6.03 Use of Ponds. Certain ponds and the Surface Water Management System, within the Property may be Common Property. Notwithstanding such ownership, and subject to approval of the County, the Township, and other governmental authorities having jurisdiction, the Club Owner shall have the right to use and direct the water in all ponds and the Surface Water Management System, in unlimited quantities, for the purpose of irrigation, watering and maintenance of the Club Property, subject to applicable laws and regulations. The Club Property shall have first priority for irrigation if there is insufficient water for irrigation needs.

6.04 Conveyance of the Club. All persons, including all Owners, are hereby advised that no representations or warranties have been or are made with regard to the Club by the Declarant, the Designated Lot Developer, the Master Association, or Builder or any person acting on behalf of any of the foregoing, and no purported representation or warranty in such regard, either written or oral, shall be effective unless specifically set forth in a written instrument executed by the Club Owner. Furthermore, the ownership or operation of the Club may change at any time by virtue of, but without limitation, (i) the sale or assumption of the operations of the Club and/or the Club Property by other than the current owner, (ii) the establishment of an "equity" club or similar arrangement whereby the members of the Club or an entity owned or controlled by its members becomes the owners) and/or operator(s) of the Club; and (iii) the conveyance of the Club and/or the Club Property to one or more affiliates, partners, employees, officers, directors or independent contractors of the Declarant who operate the Club as a public or private golf course. No consent of the Association, any

Neighborhood Association, or any Owner or any other party shall be required to effectuate any change in ownership or operation of the Club or the Club Property, for or without consideration and subject to or free of any mortgage, covenant, lien or other encumbrance.

6.05 View Impairment. Neither the Declarant, the Designated Lot Developer, the Master Association, any Builder nor the Club Owner guarantees or represents that any view over or across the Club Property or the Common Property or any public facilities from Lots shall be preserved without impairment. The owners of such property shall have no obligation to prune or thin trees or other landscaping, and shall have the right, in their sole and absolute discretion, to add trees and other landscaping and other improvements or changes to the Club Property, the Common Property or public facilities from time to time. In addition, the Club Owner may, in its sole and absolute discretion, change the location, configuration, size and elevation of the buildings, trees, bunkers, fairways, greens, and water bodies of the golf course, and may add new buildings, other structures and improvements and landscaping and signs from time to time. Any such additions or changes may diminish or obstruct any view from the Lots and any express or implied easements for view purposes or for the passage of light and air are hereby disclaimed.

6.06 Limitations on Amendments. In recognition of the fact that the provisions of this Article and Sections 4.11 and 4.12 are for the benefit of the Club, no amendment to this Article or to Sections 4.11 or 4.12 above, and no amendment in derogation thereof to any other provisions of this Declaration, may be made without the written approval thereof by the Club Owner. The foregoing shall also apply to any other provisions of this Declaration, which are, in the sole discretion of the Club Owner, for the benefit of the Club. The foregoing shall not apply, however, to amendments made by the Declarant.

## ARTICLE 7

### CERTAIN USE RESTRICTIONS

7.01 Applicability. ***The provisions of this Article 7 shall be applicable to all of the Property, but shall not be applicable to Declarant or any of its designees or Club Owner, the Club Property, or other property or Lots owned by Declarant, or their designees, nor shall this Article 7 shall be applicable to the Designated Lot Developer or any Builders or Lots owned by the Designated Lot Developer or a Builder.***

7.02 Land Use and Building Type. The Lots are designated for residential use only, subject to the reserved rights of Declarant and the Designated Lot Developer (and its builders), and further subject to the proviso that certain Lots on the Plats are Club Property, and shall be used for Club Purposes, and that the Association's clubhouse and fitness center shall also be located on a Lot. Except for Lots devoted to Club or Association uses, no building constructed on a Lot shall be used except for residential purposes, or as a related garage or guest house, if applicable. Subject to the aforesaid exceptions, no Owner shall carry on any business enterprise or commercial activities within their Lots, specifically including for profit day care, adult foster care, nursing facilities, transitional housing and similar enterprises, except that Owners shall be allowed to have home offices in their homes, provided the same (1) do not involve additional pedestrian or vehicular traffic by customers,

users or beneficiaries of the services being performed and/or congestion within the Property, (2) do not utilize or involve the presence of any employees within their homes other than the individual Owner(s) and their families, (3) do not disturb other Owners, (4) do not involve additional expense to the Association or any Neighborhood Association (such as utility charges and insurance), and (5) do not violate any other provision or restriction contained in this Declaration, (6) do not involve the storage of bulk goods for resale, and (7) do not constitute a violation of any municipal ordinances or regulations. No building shall be erected, altered, placed or permitted to remain on any Lot other than one Unit. Subject always to Township approval, temporary uses by Declarant and Club Owner and their affiliates for model homes, sales displays, parking lots, sales offices, temporary club houses, maintenance buildings, and other offices, or anyone or combination of such uses, shall be permitted until the permanent cessation of such uses takes place. No changes may be made in buildings erected by Declarant, the Designated Lot Developer or their affiliates (except if such changes are made by Declarant or the Designated Lot Developer) without the consent of the Architectural Control Committee and the Township.

7.03 Easements over Lots. Easements for installation of and maintenance of utilities are reserved as provided herein and as shown on the recorded Plats covering the Property (as such Plats are recorded from time to time). The area of each Lot covered by an easement and all improvements in the area shall be maintained continuously by the Owner of the Lot, except as provided herein to the contrary and except for installations for which a public authority or utility company is responsible. The appropriate water and sewer authority, electric utility company, telephone company, the Association, the Declarant and its affiliates, and the Designated Lot Developer and its affiliates, and their respective successors and assigns, shall have a perpetual easement for the installation and maintenance, all underground, of water lines, sanitary sewers, storm drains, and electric and telephone lines, cables and conduits, under and through the utility easements as shown on the Plats.

7.04 Nuisances. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the occupants of other Lots. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. There shall be no storage of materials, debris, equipment, furniture or other personal property beneath decks, along the sides of any residences, on drives or anywhere other than in residences and their garages or permitted outbuildings. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question or may be referred to mediation by the Association. ALL PERSONS ARE REFERRED TO SECTION 19.17 HEREOF WITH RESPECT TO CERTAIN ACITVITIES OF DECLARANT.

7.05 Temporary Structures, Gas Tanks, Other Outdoor Equipment. Except as may be approved or used by Declarant, the Designated Lot Developer, or a Builder during construction and/or sales periods, no structure of a temporary character, or trailer, mobile home or recreational vehicle, shall be permitted on any Lots within the Property at any time or used at any time as a residence, either temporarily or permanently. No gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any Unit or on or about any ancillary building, except for gas tanks which are used for swimming pool

heaters which are screened from view, one (1) gas cylinder (not to exceed 20 lbs. capacity) connected to a barbecue grill and/or such other tank as is designed and used for household purposes and approved by the Architectural Control Committee. Any outdoor equipment such as, but not limited to, pool pumps and water softening devices shall be completely screened from the view of anyone not standing on the Lot by the use of landscaping or other means (in any event, as approved by the Architectural Control Committee); provided, however, that the use of such screening shall not obviate the requirement that the installation of any such equipment nevertheless be approved by the Architectural Control Committee. Playscapes (not playhouses) and permanent outdoor recreational structures (such as ground mounted basketball poles) are permitted within the "Beautification Triangle" as defined in Section 7.25 below, provided they are in compliance with all Association rules and regulations and have been approved by the Architectural Control Committee.

7.06 Signs and Mailboxes. No sign of any kind shall be displayed to the public view on any Lot except as allowed by Township ordinances (including without limitation the sign ordinance) and this Section. Subject always to Township approval and to any stricter requirement of the Township's sign and other ordinances, only the following signs may be displayed to the public on any Lot used for a residential dwelling:

(a) The sales agent for the Declarant; the Designated Lot Developer, or a Builder may place one professional sign advertising the Unit for sale.

(b) One (1) "for sale" sign may be displayed under the following conditions:

(i) The sign may identify the property, the owner or agent and the address and telephone number of the owner or agent relative to the premises upon which the sign is located.

(ii) The face surface of such sign shall not be larger than eight (8) inches in width and eight (8) inches in height, including, any rider thereto.

(iii) The sign shall be constructed of metal, plastic, wood or pressed wood and shall be fastened to a supporting member constructed of angle iron not exceeding one (1) inch by one (1) inch or a two (2) inch by two (2) inch wooden post, provided that said supporting member shall be all white or all black in color and have no letters or numbers upon it.

(iv) The supporting member shall be driven into the ground to provide that the top of the face of such sign shall not be more than four (4) feet above the finished grade of the ground.

(v) All such signs shall be lettered professionally, but such signs shall not be required to be submitted to the Association for approval.

(vi) Such sign shall be so erected or placed that its center line is parallel or perpendicular to the front property line.

(vii) Such sign shall not be erected or placed closer than five (5) feet from the front of the property line (as opposed to the adjacent street, if different).

(viii) Nothing contained herein shall be construed as prohibiting the same wording from being on both the front and the back of the sign.

(ix) Where such sign is suspended from an arm of the support, such arm shall not exceed a length of sixteen (16) inches.

(x) All such signs shall be erected on a temporary basis.

(xi) Such sign shall be kept in good repair and shall not be illuminated or constructed of a reflective material and shall not contain any flags, streamers, movable items or like devices.

(xii) Any such sign shall be removed within five (5) days from the date a binding agreement is entered into for the sale, lease or rental of the property or immediately upon the removal of the property from the market, whichever occurs first.

(xiii) No sign shall be placed on any Common Property.

(c) Political signs and signs of tradesmen may be displayed for a maximum of seven (7) days or the duration of work being performed, whichever is applicable.

(d) The Association will maintain, repair and replace mailboxes as needed from time to time in the sole discretion of the Association and the costs thereof shall be specifically assessed to only the Lot(s) serviced by the particular mailbox or mailbox support structure.

**7.07 Pets, Livestock and Poultry.** No animals, reptiles, wildlife, livestock or poultry of any kind shall be raised, bred or kept on any Lot for any commercial purpose. Further, no animals or pets of any kind shall be permitted to become a nuisance or annoyance to any neighbor by reason of barking or otherwise. No dogs or other pets shall be permitted to have excretions on any Common Property, except areas designated by the Association, if any, and Owners shall be responsible to clean-up any such excretions, wherever left behind. **ALL PETS SHALL BE KEPT ON A LEASH WHEN NOT IN THE APPLICABLE UNIT OR FULLY ENCLOSED IN REAR YARD.** No Owner shall be allowed to have more than two (2) pets in their household and pets shall also be subject to all applicable rules and regulations of the Association and municipal ordinances. No savage or dangerous animal of any type shall be kept (specifically including breeds of dogs with known or demonstrated propensities for violence or aggressiveness, such as Pit Bull Terriers and Rottweilers) and any Owner who causes any animal to be brought, maintained or kept on the Property for any length of time shall indemnify and hold harmless the Association for any loss, damage or liability, including attorney fees and costs, which the Association may sustain as a result of the presence of such animal on the Property, whether such animal is permitted or not, and the Association may assess and collect from the responsible Owner such losses and/or damages in the manner provided in Article 8 hereof. All animals kept in accordance with this Section shall be licensed.

by the municipal agency having jurisdiction, and proof of the animal's shots shall be provided to the Association upon request.

7.08 Visibility at Intersections. No obstruction to visibility at street intersections or Common Property intersections shall be permitted; provided that the Association shall not be liable in any manner to any person or entity, including Owners and Members Permittees, for any damages, injuries or deaths arising from any violation of this Section.

7.09 Commercial Vehicles, Trucks, Trailers, Campers and Boats. No commercial vehicles, or campers, mobile homes, motor homes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers, horse trailers or horse vans, shall be permitted to be parked or to be stored at any place on the Property, nor in dedicated areas, except in (i) enclosed garages or (ii) spaces for some or all of the above specifically designated by Declarant or the Association, if any. For purposes of this Section, "commercial vehicles" shall mean those which are not designed and used for customary, personal/family purposes and shall include vehicles or trucks with a curb weight of more than 10,000 pounds, overall length in excess of 19 feet, or with more than two axles, vehicles with commercial license plates, vehicles with any commercial markings or advertising appearing on the exterior body surfaces, vehicles not intended for personal transportation, or any vehicle either modified or equipped with attachments, equipment or implements of a commercial trade, including, but not limited to, storage racks, ladder or material racks, snow blades, tanks, spreaders, storage bins or containers, vises, commercial towing equipment or similar items. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. The prohibitions on parking contained in this Section shall not apply to temporary parking of trucks and commercial vehicles, such as for construction use or providing pick-up and delivery and other commercial services, nor to passenger-type vans (with windows) for personal use which are in acceptable condition in the sole opinion of the Board (which favorable opinion may be changed at any time), nor to any vehicles of Declarant or its affiliates. **All Owners and other occupants of Units are advised to consult with the Association prior to purchasing, or bringing onto the Property, any type of vehicle other than a passenger car inasmuch as such other type of vehicle may not be permitted to be kept within the Property.** Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations now or hereafter adopted may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "commercial vehicle" shall also mean campers, mobile homes and trailers. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

7.10 Parking on Common Property and Lots/Garages. No vehicles of any type shall be parked on any portion of the Common Property (including private roadways) except to the extent, if at all, a portion(s) of the Common Property is specifically designated for such purposes. All Owners and Member's Permittees shall use at least one (1) space in their respective garages for the parking of a vehicle. In the event that such a party keeps a boat on

a trailer (or some other vehicle or trailer) in the party's garage, the other space shall still be used for vehicular parking. Garage doors shall be kept closed at all times except when in actual use and during reasonably limited periods when the garage is being cleaned or other activities are being conducted therefrom which reasonably require the doors to be left open. No parking shall be permitted on any portion of a Lot except its driveway and garage.

7.11 Garbage and Trash Disposal. No garbage, refuse, trash or rubbish (including materials for recycling) shall be placed outside of a Unit except as permitted by the Association. The requirements from time to time of the applicable governmental authority or other company used for disposal or collection of waste shall be followed. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and in the garage of each residence or such other Association approved location with screening as mandated by the Architectural Control Committee or the Board. Containers must be rigid plastic, no less than 20 gallons in capacity (or as mandated by the Community's trash removal contractor), and well sealed. Trash receptacles shall be kept in locations permitted by this Section, and shall not be permitted to remain elsewhere on the Lots, except for such short periods of time established by the Board of Directors as necessary to permit periodic collection of trash; such containers may not be placed out for collection sooner than: 24 hours prior to scheduled collection and must be removed within 12 hours of collection. In the event that an Owner or occupant of a Lot keeps containers for recyclable materials, the same shall be deemed to be refuse containers for the purposes of this Section.

7.12 Fences, Walls and Hedges. No fence (except those required by municipal ordinances, which would still be subject to approval by the Architectural Committee as to location, appearance and material), wall or other structure shall be erected on any Lot, and no hedge shall be planted, except as originally installed by Declarant or its affiliates or approved by the Architectural Control Committee. In considering any request for the approval of a fence or wall or a hedge or other landscaping, the Architectural Control Committee shall give due consideration to the possibility of same obstructing the view from any adjoining Lot or Common Property and may condition its approval on the hedge or other landscaping being kept too specific height. All persons are advised that many fences and walls may be prohibited altogether or, if approved, may be subject to stringent standards and requirements.

7.13 No Drying. No clothing, laundry or wash shall be aired or dried on any portion of the Property except on a portion of a Lot which is completely screened from the view of all persons other than those on the Lot itself.

7.14 Unit Air Conditioners and Reflective Materials. No air conditioning units may be mounted through windows or walls. No building shall have any aluminum foil placed in any window or glass door or any reflective substance or other materials (except standard window treatments) placed on any glass, except such as may be approved by the Architectural Control Committee for energy conservation purposes.

7.15 Exterior Antennas, Dishes. An Owner may install an antenna, and/or a mast that supports an antenna, of any of the types and sizes described in paragraph (a) of the Federal Communication Commission's Over-the-Air Reception Devices (OTARD) Rule, 47 C F R Section 1 4000, as amended (the "FCC Rule"), within their Lot. All other installations are

prohibited. Any antenna or dish should be attached to the home and if at all possible, without raising the cost or time for installation or impair the ability to obtain a quality signal, should be placed in the rear of the Lot in as unobtrusive a place as can be found to be satisfactory and in accordance with any rules and regulation of the Association or Architectural Control Committee (except to the extent that said rules are construed to conflict with the federal Telecommunications Act of 1996, as amended, or the FCC Rule. The rules and regulations promulgated by the Association or Architectural Control Committee governing installation, maintenance or use of antennas shall not impair the reception of an acceptable quality signal and shall not unreasonably prevent or delay, or increase the cost, of the installation, maintenance or use of any such antenna. Such rules and regulations may provide for, among other things; placement preferences, screening and camouflaging or painting of antennas. Such rules and regulations may also contain exceptions or provisions related to safety, provided that the safety rationale is clearly articulated therein.

7.16 Renewable Resource Devices. Nothing in this Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, that same shall be installed only in accordance with the reasonable standards adopted from time to time by the Architectural Control Committee and with such Committee's approval. Such standards shall be reasonably calculated to maintain the aesthetic integrity of the Property without making the cost of the aforesaid devices prohibitively expensive.

7.17 Driveway and Sidewalk Surfaces. All sidewalks shall be constructed, maintained, repaired and replaced in accordance with Township and/or Wayne County construction standards and specifications. No Owner shall install on a Lot, and the Architectural Control Committee shall not approve, any sidewalk or driveway which has a surface material and/or color which is different from the materials and colors originally used or approved. Further, no Owner shall change any existing sidewalk or driveway in a manner inconsistent with this Section.

7.18 Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Lot without the prior approval of the Architectural Control Committee.

7.19 Conservation Areas. The Conservation Areas shall be subject to the use restrictions set forth in Section 4.04 above.

7.20 Club Property. No person shall enter the Club Property, including jogging or skiing thereon, without the prior approval of the Club Owner.

7.21 Club Nuisance. No person shall engage in any obnoxious, offensive, unsightly or noisy activity which shall affect player's performance on the Club Property. **Declarant shall have the unilateral right to prohibit construction activities during any golf tournament on the Club Property.** Furthermore, all Owners, as well as their families, tenants, guests, invitees and pets, shall be obligated to refrain from any actions which would distract from the playing qualities of the golf course or the Club Property. Prohibited activities shall include, but not be limited to, the maintenance of dogs or other pets under conditions



which interfere with golf course play due to their loud barking or other actions, playing of loud radios, televisions, stereos or musical instruments, running, bicycling, skateboarding, walking or trespassing in any way on the Club Property, picking up or moving golf balls, or similar interference with play. In addition, no person by virtue of this Declaration or their ownership of a Lot shall have any right to use any portion of any golf cart path system, including any portion thereof which may be situated upon the Owner's Properties. The provisions of this Section may be enforced by the Club Owner.

7.22 Variances. The Board of Directors of the Association, the Declarant and the Designated Lot Developer as to its Properties, shall have the right and power to grant variances from the provisions of this Article 7 and from the Association's rules and regulations for good cause shown, as determined in the reasonable discretion of the Board or upon recommendation of the Architectural Control Committee. No variance granted as aforesaid shall alter, waive or impair the operation or effect of the provisions of this Article 7 in any instance in which such variance is not granted.

7.23 Additional Rules and Regulations. At any time the Board may, without the necessity of recording an amendment hereto in the public records, adopt additional rules and regulations of the Association which are incorporated herein by this reference and which, as may the foregoing, may be modified, in whole or in part. The Board of Directors may also adopt rules and regulations applicable to a specific Neighborhood(s) in order to reflect any unique characteristics thereof.

7.24 Declarant, the Designated Lot Developer, Builder and Club Owner Exemption. In order that the development of the Property may be undertaken and the Property established as a fully occupied community, no Owner, nor the Master Association, nor any Neighborhood Association shall do anything to interfere with Declarant's, the Designated Lot Developer's, Builder's, or Club Owner's activities. Without limiting the generality of the foregoing, nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarant, the Designated Lot Developer, Builder(s) or Club Owner, their successors or assigns, or its or their contractors or subcontractors, from doing on any property owned by them whatever they determine to be necessary or advisable in connection with the completion of the development of the Property, including without limitation, the alteration of its construction plans and designs as Declarant (or the Designated Lot Developer as to its Properties) deems advisable in the course of development (all models or sketches showing plans for future development of the Property, as same may be expanded, may be modified by the Declarant (or the Designated Lot Developer as to its Properties) at any time and from time to time, without notice); or

(b) Prevent Declarant, the Designated Lot Developer, Builder(s) or Club Owner, their successors or assigns, or its or their contractors, subcontractors or representatives, from erecting, constructing and maintaining on any property owned or controlled by Declarant, the Designated Lot Developer, Builder(s) or Club Owner, or their successors or assigns or its or their contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its or their business of completing said development and establishing the Property as a community and disposing of the same by sale, lease or otherwise; or

(c) Prevent Declarant, the Designated Lot Developer, Builder(s) or Club Owner, their successors or assigns, or its or their contractors or subcontractors, from conducting on any property owned or controlled by Declarant, the Designated Lot Developer, Builder(s) or its successors or assigns, its or their business of developing, subdividing, grading and constructing improvements in the Property and of disposing of Lots and/or Units therein by sale, lease or otherwise; or

(d) Prevent Declarant, the Designated Lot Developer, Builder(s) or Club Owner, their successors or assigns, from determining in their sole discretion the nature of any type of improvements to be initially constructed as part of the Property; or

(e) Prevent Declarant, the Designated Lot Developer, Builder(s) or Club Owner, their successors or assigns or its or their contractors or subcontractors, from maintaining such sign or signs on any property owned or controlled by any of them as may be necessary in connection with the operation of any of the Property owned by Declarant, the Designated Lot Developer, Builder(s), or Club Owner (their successors or assigns) or the sale, lease or other marketing of Lots and/or Units or Club memberships, or otherwise from taking such other actions deemed appropriate; or

(f) Prevent Declarant, the Designated Lot Developer, Builder(s) or its or their successors or assigns from filing Supplemental Declarations which modify or amend this Declaration, or which add or withdraw additional property as otherwise provided in this Declaration; or

(g) Prevent Declarant from modifying, changing, re-configuring, removing or otherwise altering any improvements located on the Common Property.

(h) In general, the Declarant the Designated Lot Developer, Builder(s), and Club Owner shall be exempt from all restrictions set forth in this Declaration to the extent such restrictions interfere in any matter with Declarant's, the Designated Lot Developer, Builder(s), or Club Owner's plans for construction, development, use, sale or other disposition of the Property, or any part thereof.

7.25 Beautification Triangle. The permitted area for rear yard recreational structures, when approved, shall be a triangular area form by running a line 90% from the center of the rear of the residence to the rear property line and along the rear of the residence to each side yard boundary and then connecting the three terminus points, LESS the side yard and rear yard setbacks established by the municipality.

## ARTICLE 8

### COVENANT FOR MAINTENANCE ASSESSMENTS

8.01 Creation of the Lien and Personal Obligation for Assessments. Except as provided elsewhere herein, Declarant (and each party joining in any Supplemental Declaration), for all Lots now or hereafter located within the Property and for the Club

Property, hereby covenants and agrees, and each Owner of any Lot and the Club Owner by acceptance of a deed therefor or other conveyance thereof, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association annual assessments and charges for the operation of, and for payment of expenses allocated or assessed to or through the Association, of and for the maintenance, management, operation and insurance of the Common Property (including, without limitation, pedestrian paths, sidewalks and bike paths) and the Master Association and any applicable Community Systems as provided elsewhere herein, including such reasonable reserves as the Association may deem necessary, capital improvement assessments, as provided in Section 8.05 hereof, special assessments as provided in Section 8.04 hereof and all other charges and assessments hereinafter referred to or lawfully imposed by or on the Association, all such assessments to be fixed, established and collected from time to time as herein provided. In addition, special assessments may be levied against particular Owners and Lots for expenses incurred against particular Lots and/or Owners to the exclusion of others and other charges against specific Lots or Owners as contemplated in this Declaration. The annual, special and other assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such Lot at the time the assessment fell due and all Subsequent Owners until paid, except as provided in Section 8.09 below. Reference herein to assessments shall be understood to include any and all charges levied by the Association whether or not specifically mentioned.

8.02 Rates of Assessments. Assessments shall be made against each Lot equally. The Club Property shall be exempt from assessments. Declarant, without the joinder and approval of any party (prior to the time Members other than the Declarant are entitled to elect the majority of the members of the Board of the Association) may amend this provision by a Supplemental Declaration to reflect any reduction in the total number of Lots within the Property, due to zoning changes or market decisions to reduce the total number of Units which may be developed within the Property, or additions to the total number of Units, if additional property approved for additional Units is added to the Property. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year that may be required for the proper operation, management and maintenance of the Common Property (and a budget as well for any expenses chargeable only to a certain Neighborhood or group of owners less than all) and the Association, including a reasonable allowance for contingencies and reserves. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Owner and the assessment for the year shall be established based upon said budget, although the failure to deliver a copy of the budget to each Owner shall not affect or in any way diminish the liability of any Owner for any existing or future assessments.

8.03 Purpose of Assessments. The regular assessments levied by the Association shall be used for the purposes expressed in Section 8.01 above and for such other purposes as the Association shall have within its powers and from time to time elect to undertake.

8.04 Special Assessments. In addition to the regular and capital improvement assessments which are or may be levied hereunder, the Association (through the Board of Directors) shall have the right to levy special assessments against an Owner(s) to the exclusion of other Owners (a) for the repair or replacement of damage to any portion of the Common Property (including, without limitation, improvements and landscaping thereon) caused by the misuse, negligence or other action or inaction of an Owner or his Member's Permittee(s), (b) for the costs of work performed by the Association in accordance with Article 5 of this Declaration (together with any surcharges collectible thereunder), (c) to obtain funds for a specific purpose(s) which is of a non-recurring nature, for which no reserve funds (or inadequate reserve funds) have been collected or allocated, and which is not the appropriate subject of a capital improvement assessment. Any such special assessment shall be subject to all of the applicable provisions of this Article including, without limitation, lien filing and foreclosure procedures and late charges, interest and recovery of collection expenses. Any special assessment levied hereunder shall be due within the time specified by the Board of Directors in the action imposing such assessment or may be of an ongoing nature, as provided in Article 5 hereof.

8.05 Capital Improvements. Funds which, in the aggregate, exceed the lesser of \$50,000.00 or 10% of the total amount of the current operating budget of the Association in any one fiscal year which are necessary for the addition of capital improvements (as distinguished from repairs and maintenance, including repairs and replacement pursuant to Article 13 hereof) relating to the Common Property and which have not previously been collected as reserves or are not otherwise available to the Association (other than by borrowing) shall be levied by the Association as assessments only upon approval of a majority of the Board of Directors of the Association and upon approval by two-thirds (2/3) of the Members of the Association entitled to vote. The costs of any of the aforesaid work which are less than the above-specified threshold amount shall be collected as general or special assessments upon approval of a majority of the Association's Board of Directors.

8.06 Date of Commencement of Annual Assessments; Due Dates. The annual regular assessments provided for in this Article shall be imposed for the year beginning January 1 and ending December 31. The annual assessments shall be payable in advance in monthly installments, or in annual, semi- or quarter-annual installments if so determined 'by the Board of Directors of the Association (absent which determination they shall be payable quarterly). The assessment amount (and applicable installments) may be changed at any time by said Board from that originally stipulated' or from any other assessment that is in the future adopted. The original assessment for any year shall be levied for the calendar year (to be reconsidered and amended, if necessary, at any appropriate time during the year), but the amount of any revised assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months (or other appropriate installments) remaining in such calendar year. The due date of any special assessment or capital improvement assessment shall be fixed in the Board resolution authorizing such assessment. In addition, each Owner of a Lot (other than Declarant, the Designated Lot Developer, or a Builder) shall pay a capital contribution equal to three (3) months' regular assessment upon the initial conveyance of a Lot from Declarant, the Designated Lot Developer, or a Builder to an Owner. Capital Contributions shall not be required for any conveyance of the Club Property, nor shall such contribution be due upon the conveyance of a Lot to a Builder, the Designated Lot Developer, or a successor to Declarant.

8.07 Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against the Lots subject to the Association's jurisdiction for each assessment period, to the extent practicable, at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto twenty (20) days prior to payment of the first installment thereof, except as to special assessments. In the event no such notice of the assessments for a new assessment period is given, the amount payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein. The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firms or corporations (including affiliates of Declarant) for management services, including the administration of budgets and assessments as herein provided. The Association shall have all other powers provided in its Articles of Incorporation and Bylaws.

8.08 Effect of Non-Payment of Assessment; the Personal Obligation; the Lien, Remedies of the Association. If the assessments (or installments) provided for herein are not paid on the date(s) when due (being the date(s) specified herein or pursuant hereto), then such assessments (or installments) shall become delinquent and shall, together with late charges, interest and the costs of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns. Except as provided in Section 8.09 to the contrary, the personal obligation of an Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both. If any installment of an assessment is not paid within fifteen (15) days after the due date, a late charge not greater than the amount of such unpaid installment, and no less than \$25.00, may be imposed (provided that only one late charge may be imposed on any one unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges; provided further, however, that each other installment thereafter coming due shall be subject to one late charge each as aforesaid) or the next twelve (12) months' worth of installments may be accelerated and become immediately due and payable in full and all such sums shall bear interest from the dates when due until paid at the highest lawful rate and the Association may bring an action at law against the Owner(s) personally obligated to pay the same, may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the Lot on which the assessments and late charges are unpaid, may foreclose the lien against the Lot on which the assessments and late charges are unpaid, or may pursue one or more of such remedies at the same time or successively, and attorneys' fees and costs actually incurred in preparing and filing the claim of lien and the complaint, if any, and prosecuting same, in such action shall be added to the amount of such assessments, late charges and interest secured by the lien, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees actually incurred together with the costs of the action, through all applicable appellate levels. In the case of an acceleration of the next twelve (12) months' of installments, each installment so accelerated shall be deemed, initially,

equal to the amount of the then most current delinquent installment, provided that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the Lot whose installments were so accelerated shall continue to be liable for the balance due by reason of such increase and special assessments against such Lot shall be levied by the Association for such purpose. In addition to the rights of collection of assessments stated in this Section, any and all persons acquiring title to or an interest in a Lot as to which the assessment is delinquent, including without limitation persons acquiring title by operation of law and by judicial sales, shall not be entitled to occupancy of such Lot or the enjoyment of the Common Property until such time as all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid; provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchasers contemplated by Section 8.09 below. All assessments, late charges, interest, penalties, fines, attorney's fees and other sums provided for herein shall accrue to the benefit of the Association. In addition to other remedies, the Association voting rights of any Owner whose assessments or charges of any kind are past due for a period in excess of 30 days shall be suspended, as will said Owner's rights to run for or serve as an officer or director of the Association. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including attorney's fees; second, to any interest charges, fines and late fees on such installments; and third, to installments in default in order of their due dates. An Owner selling a Lot shall not be entitled to any refund whatsoever from the Association with respect to any reserve account or other asset of the Association.

The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligation of the parties to such actions. Further, each Owner and every other person who from time to time has any interest in the Property, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Lot (and improvements) with respect to which assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Owner of a Lot in the Property acknowledges that at the time of acquiring title to such Lot, they were notified of the provisions of this Section and that they voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Lot.

Unless delegated to a Neighborhood Association by the Master Association, it shall be the legal duty and responsibility of the Master Association to enforce payment of the assessments hereunder. Failure of a collecting entity to send or deliver bills or notices of assessments shall not, however, relieve Owners from their obligations hereunder. As provided in Section 1.01(u) above, no more than four (4) Neighborhood Associations shall be created within the Property.

The Master Association shall have such other remedies for collection and enforcement of assessments as may be permitted by applicable law. All remedies are intended to be, and shall be, cumulative.

8.09 Subordination of the Lien. The lien of the assessments provided for in this Article 8 shall be subordinate to real property tax liens and the lien of any first mortgage; provided, however, that any such mortgage lender when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgage lender acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgage lender, shall hold title subject to the liability and lien of any assessment, or part thereof, attributable to the period commencing on the date of the foreclosure sale (or conveyance in lieu of foreclosure). Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by and a lien against all Lots subject to assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

8.10 Collection of Assessments. Assessments levied pursuant hereto may be collected in the manner provided in this Article and/or in Section 10.04 of this Declaration. In the event that at any time said manner provides for collection of assessments levied pursuant hereto by an entity other than the Master Association, all references herein to collection (but not necessarily enforcement) by the Master Association shall be deemed to refer to the other entity performing such collection duties and the obligations of Owners to pay assessments shall be satisfied by making such payments to the applicable collecting entity.

8.11 Declarant's and the Designated Lot Developer's Assessments. Notwithstanding anything herein to the contrary, Declarant and the Designated Lot Developer (but specifically not including any Builder), as to its Property shall have the option, in its and their sole discretion, to (i) pay assessments on the Lots owned by it, or (ii) not pay assessments on any Lots and in lieu thereof fund any resulting deficit in the Association's operating expenses not produced by assessments receivable from Owners other than Declarant and/or the Designated Lot Developer, as the case may be, strictly in proportion to the Lots owned by such party. The deficit to be paid under option (ii), above, shall be determined by allocating, to Declarant and the Designated Lot Developer in proportion to the Lots within the Property owned by each of them, the difference between (a) actual operating expenses of the Association (exclusive of capital improvement costs and reserves) and (b) the sum of all monies receivable by the Association (including, without limitation, assessments, interest, late charges, and incidental income) and any surplus carried forward from the preceding year(s). Declarant and the Designated Lot Developer as to its Property may from time to time change the option under which Declarant (or the Designated Lot Developer, as the case may be) is making payments to the Association by written notice to such effect to the Association. When all Lots within the Property are sold and conveyed to the initial purchasers of homes built on the Lots, neither Declarant, the Designated Lot Developer, nor its or their affiliates shall have further liability of any kind to the Association for the payment of assessments, deficits or contributions.

8.12 Association Funds. The portion of all regular assessments collected by the Association for reserves for future expenses, and the entire amount of all special and capital assessments, shall be held by the Association and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks

or savings and loan institutions the deposits of which are insured by an agency of the United States and upon which there is no risk of principal loss.

## ARTICLE 9

### ARCHITECTURAL CONTROL; GENERAL POWERS

The following provisions of this Article 9 are subject to those of Article 10 hereof. Accordingly, this Article shall be operative only so long as the Master Association is performing (subject to later delegation) architectural control duties and powers in the manner provided in Article 9.

9.01 Members of Committee. The Architectural Control Committee, sometimes referred to in this Declaration as the "Committee", shall consist of at least one (1) member. The initial member(s) of the Committee shall consist of person(s) designated by Declarant. Each of the initial member(s) shall hold office until all Lots and improvements planned for the Property have been constructed and conveyed (if appropriate), or sooner at the option of Declarant. Thereafter, each new member of the Committee shall be appointed by the Board of Directors and shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. Member(s) of the Committee (other than those appointed or designated by the Declarant) may be removed by the Board of Directors at any time without cause. Member(s) of the Committee appointed or designated by the Declarant may only be removed by the Declarant.

9.02 Review of Proposed Construction. Subject to Section 9.09 below, no building, fence, wall or other structures or improvement (including, but not limited to, landscaping, basketball hoops, play structures, birdhouses, other pet houses swales, asphaltting or other improvements or changes of any kind) shall be commenced, altered, painted, erected or maintained in the Property, nor shall any addition, change or alteration (including paint or exterior finishing) visible from the exterior of any Unit be made, nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs of buildings or other improvements, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by, the Committee. The Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby, in the locations indicated, will not be detrimental to the appearance of the Property as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and landscaping and is otherwise desirable. If the proposed construction, alterations or additions are to common elements of a site condominium, said approval shall also be subject to the prior approval of the applicable condominium association. The Committee may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the Committee of any required plans and, specifications, the Committee may postpone review of



any plans submitted for approval. The Committee shall have forty-five (45) days after delivery of all required materials to approve or reject any such plans, and if not rejected within such forty-five (45) day period, said plans shall be deemed approved. All work done by a Member after receiving the approval of the Committee shall be subject to the inspection by, and final approval of, the Committee in accordance with its procedural rules adopted as herein provided. All changes and alterations shall also be subject to all applicable permit requirements and to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees.

9.03 Meetings of the Committee. The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time, by resolution unanimously adopted in writing, designate a Committee representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Section 9.08 hereof. In the absence of such designation, the vote of any two (2) members of the Committee shall constitute an act of the Committee (if the Committee has more than one member).

9.04 No Waiver of Future Approvals. The approval of the Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters subsequently or additionally submitted for approval or consent.

9.05 Compensation of Members. The members of the Committee may receive reasonable compensation for services rendered.

9.06 Committee Rules. The Committee shall adopt reasonable rules of procedure and standards for the submission and review of any matter to be brought before it and the inspection and final approval of any completed work done pursuant to an approval of the Committee. Such rules shall be (i) subject to the prior approval of the Board of Directors, (ii) consistent with the covenants and restrictions set forth in this Declaration and (iii) published or otherwise made available to all Members and their contractors, subcontractors and other appropriate designees. All rules of the Committee shall be adopted and/or amended by a majority vote thereof, provided that no amendment shall be applicable to any matter submitted to the Committee prior to the making of such amendment.

9.07 Non-Liability of Committee Members. Neither the Master Association, the Board of Directors, the Committee nor any member thereof, nor any duly authorized representative of any of the foregoing, shall be liable to any Neighborhood Association or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of the Committee's duties hereunder. The Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition solely on the basis of aesthetic considerations and the benefit or detriment which would result to the immediate vicinity and to the Property, generally. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes

and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, or warranty as to, any plan or design from the standpoint of structural safety or conformance with building or other codes. The approval of any proposed improvements or alterations by the Architectural Control Committee shall not constitute a warranty or approval as to, and neither the Master Association nor any member or representative of the Architectural Control Committee or the Board of Directors shall be liable for, the safety, soundness, workmanship, materials or usefulness for any purpose of any such improvement or alteration nor as to its compliance with governmental or industry codes or standards. By submitting a request for the approval of any improvement or alteration, the requesting Owner shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid members and representatives, and the Master Association generally, from and for any loss, claim or damages connected with the aforesaid aspects of the improvements or alterations.

9.08 Variance. The Committee may authorize variances from compliance with any of the architectural control provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require, but only in accordance with its duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (i) be effective unless in writing, (ii) be contrary to the restrictions set forth in this Declaration, or (iii) estop the Committee from denying a variance in other circumstances. Moreover, no such variance is effective, in any way, to modify Township requirements. All persons acquiring any interest in the Property, including without limitation the Owners, are advised that a variance from this Declaration does not relieve the Owner or other interested person from the compliance with the Township's zoning and other ordinances.

9.09 Exemptions. Declarant, the Designated Lot Developer, and the Designated Lot Developer's Builders, and its and/or their affiliates shall be exempt from the provisions hereof with respect to new construction, alterations and additions desired to be effected by any of them and shall not be obligated to obtain Committee approval for any construction or changes which any of them may elect to make at any time. The Club Owner and the Club Property are also exempt from these provisions.

## ARTICLE 10

### MASTER ASSOCIATION AND NEIGHBORHOOD ASSOCIATIONS

10.01 Preamble. In order to ensure the orderly development, operation and maintenance of the Property, including the Property subject to the administration of the Neighborhood Associations as integrated parts of the Property, this Article has been promulgated for the purposes of (a) giving the Master Association certain powers to effectuate such goal, (b) providing for intended (but not guaranteed) economies of scale and (c) establishing the framework of the mechanism through which the foregoing may be accomplished.

10.02 Cumulative Effect, Conflict. The covenants, restrictions and provisions of this Declaration shall be cumulative with those of the Neighborhood Associations and the Master

Association may, but shall not be required to, enforce the latter; provided, however, that in the event of conflict between or among such covenants, restrictions and provisions, or any articles of incorporation, bylaws, rules and regulations, policies or practices adopted or carried out pursuant thereto, those of the Neighborhood Associations shall be subject and subordinate to this Declaration. The foregoing priorities shall apply, but not be limited to, the liens for assessments created in favor of the Master Association and the Neighborhood Associations as provided for herein.

10.03 Architectural Control, Maintenance and Use Restrictions. All architectural control, Lot and Unit maintenance requirements and use restrictions provided for in or pursuant to this Declaration shall, initially, be exercised and enforced by the Master Association. However, the Master Association may delegate to a Neighborhood Association(s) all or any part of such rights/duties, on an exclusive or non-exclusive basis, upon written notice recorded in the Public Records of the County. As long as the Master Association performs architectural control functions, no Neighborhood Association shall do so unless such functions are specifically delegated to it by the Master Association.

(a). Residential Lots. No Lot subject hereto shall be used except for residential purposes in accordance with Section 7.02. No Lot in the Subdivision shall be used or shall have any improvement made to it or erected upon it in violation of the ordinances or requirements of the Township or such other governmental entity as may have jurisdiction thereover. No Structure shall be erected, altered, placed or permitted to remain on any Lot subject hereto other than one (1) detached Unit which shall include an attached deck approved by the Architectural Control Committee (which deck must be installed within one (1) year of acquiring title to a Lot - either from the Declarant, Designated Lot Developer, Builder or any third party Owner if such a deck was not previously installed), and an attached private garage for not more than four (4) cars for the sole use of the Owner or occupant of the Lot upon which such Unit and garage shall have been erected; provided, that each Dwelling constructed upon any Lot shall have at least a two (2) car garage attached thereto, constructed at the time of and in conjunction with construction of such Dwelling; and subject, further, to the additional covenants, conditions and restrictions hereinafter set forth and imposed upon and against the Lots, or any portions thereof.

(b). Square Footage and Type of Construction. The Declarant intends and desires that all Dwellings in the Subdivision be architecturally harmonious and architecturally pleasing and that the design and location of such Dwellings take into account the preservation of trees and the natural environment of the Subdivision. Architectural standards will be established with respect to elevations and materials, which, within limits established by Declarant, shall both preserve uniform architectural quality and permit reasonable diversity and uniqueness among the homes. In any row of four adjacent homes, no two will have the same front elevation designs. All Dwellings within the Subdivision shall comply with the following minimum square footage requirements:

1. 99' Wide and under Lots.
  - a. Single story: 1800 square feet;

- b. One and one-half story (master bedroom on first floor, split level): 1900 square feet, with at least 1,600 square feet on the first floor; and
  - c. Two story: 2200 square feet.
- 2. Over 99' Wide Lots.
  - a. Single story: 2000 square feet;
  - b. One and one-half story (master bedroom on first floor, split level): 2100 square feet, with at least 1,600 square feet on the first floor; and
  - c. Two story: 2300 square feet.
- 3. Tournament Drive between Sheldon Road and the Turnabout.

Attached as Exhibit "E" are the Special Building and Use Restriction that apply to the Lots on Tournament Drive between Sheldon Road and the turnabout.

The square footage areas of any garage or basement shall not be included in computing whether the foregoing minimum square footage requirements have been met. The square footage area of any two-story rooms shall be limited to the useable floor area of the room (i.e., the floor area of two-story rooms will not be doubled in determining the square footage of a Dwelling). The front elevation of each Unit shall include 60% brick or stone, or a combination of brick and stone. The balance of each Unit shall have brick to the belt on all rear and side elevations, but excluding bay windows and "add ons" to the Unit. Every Unit shall have wood windows or metal or vinyl clad windows. All exterior walls above grade shall be of brick, stone, masonry and/or wood, stucco, masonite board, shingle or other material approved by the Architectural Control Committee. Aluminum siding or asbestos or asphalt shingles shall not be used on the exterior walls of any floor of any dwelling. No construction contrary to the provisions of this Article 10, Section 10.3 shall be permitted unless prior written approval for same shall first have been obtained from Declarant or the Architectural Control Committee.

(c). Lot Size. No Lot shall be divided and/or reduced in size by the conveyance of a part thereof, or by the use and/or addition of a part thereof in conjunction with or as part of any adjacent Lot to constitute a building site other than precisely as indicated within the recorded Plat of the Subdivision; provided, however, that adjacent Lots may be combined to form a single building site comprised of two Lots. If any of the Lots shall be altered and reduced in total area by the taking, use or purchase of a portion thereof for a public purpose by a public agency, this provision shall not apply to prohibit the construction of a Dwelling upon such Lot as reduced in size.

(d). Other Limitations. No Dwelling shall be placed, erected, installed or located on any Lot nearer to the front, side or rear Lot line than permitted under the Planned Unit Development Agreement, as amended.

(e). Trees. All Owners (and land contract and option purchasers of any Lot from Declarant) shall comply with the Township's woodlands ordinance then in effect, if any, in connection with any proposed tree removal. All Owners shall maintain all required trees, including street trees (2 per Lot and 4 per each corner Lot), and the same shall be promptly replaced by the Owner if they should become diseased or die. All replacement trees shall be of a type approved by the Township and shall have a ground level caliper of a minimum of 3.5 inches.

(f). Nuisances. No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the other Lots or Owners.

(g). Restrictions on the Use of Common Property.

1. Motor Vehicles. All vehicles propelled by a motor, other than those used for maintenance purposes, including but not limited to snowmobiles, all-terrain vehicles, motorcycles, mopeds, boats, automobiles, trucks and vans, are expressly prohibited from operation or storage in the Common Property.

2. Structures. No wall, building or Structure may be constructed nor any development or improvement done in the Common Property without the prior written consent and approval of the Architectural Control Committee and all government agencies having jurisdiction.

3. Refuse and Storage. The Common Property shall not be used as a dumping ground for storage or disposal of rubbish, trash, garbage or other materials.

4. Pets. No Owner shall allow the Owner's dog or any other pet to run loose in the Common Property. No Owner shall keep any dangerous or exotic pets nor more than two cats or two dogs or one cat and one dog.

5. Passive Use of the Common Property. The Common Property shall be used only for passive recreation and for no other purpose. Golfing and all other active sports are prohibited. Activities in the Common Property shall be carried on in such a manner as to avoid disturbing or otherwise offending other Owners. No firearms, air rifles, pellet or B-B guns, bows and arrows, sling shots or other weapons are allowed in the Common Property.

6. Fertilizer and Pesticide Use. No Owner shall apply fertilizer or pesticides to such Owner's lawn except in strict compliance with guidelines established by the Board of Directors in consultation with the Township's consulting landscape architect. No Owner shall cause any pollutants or debris to be released in any lakes.

7. Wild Life. No Owner shall permit or suffer the molestation or destruction of wild ducks, geese, birds or other wild life in the Common Property.

8. Liability Insurance. The Association shall maintain liability insurance in sufficient amounts for the purpose of protecting itself as well as the Owners and the Declarant from the burden of liability resulting from accidents which may cause death or injury to anyone while in the Common Property, or on property under the jurisdiction or control of the Association.

9. Rules and Regulations. The Architectural Control Committee shall have the right to publish from time to time reasonable rules and regulations consistent herewith governing the use of the Common Property as well as other matters relating thereto.

10.04 Collection of Assessments. The Master Association shall have the option to collect its assessments directly from the Owners, or such collection process may be delegated to one or more Neighborhood Association(s).

10.05 Delegation of Other Duties. The Master Association shall have the right to delegate to a Neighborhood Association, on an exclusive or non-exclusive basis, such duties not specifically described in this Section as the Master Association shall deem appropriate, provided that such duties have a reasonable relationship (by virtue of function or location) to the Neighborhood Association or its respective property; Such delegation shall be made by written notice to the Neighborhood Association, which shall be effective no earlier than thirty (30) days from the date it is given. Any delegation made pursuant hereto may be modified or revoked by the Master Association at any time.

10.06 Acceptance of Delegated Duties. Whenever the Master Association delegates any duty to a Neighborhood Association pursuant to this Section, the Neighborhood Association shall be deemed to have automatically accepted same and to have agreed to indemnify, defend and hold harmless the Master Association for all liabilities, losses, damages and expenses (including attorneys' fees actually incurred and court costs, through all appellate levels) arising from or connected with the Neighborhood Association's performance, non-performance or negligent performance thereof. All Neighborhood Associations shall be responsible to the Master Association for maintaining adequate liability and other insurance covering injuries, deaths, losses or damages arising from or connected with the Neighborhood Association's performance or nonperformance of its duties hereunder.

10.07 Expense Allocations. The Master Association may, by written notice given to the affected Neighborhood Association at least sixty (60) days prior to the end of the Neighborhood Association's fiscal year, allocate and assess to the Neighborhood Association a share of the expenses incurred by the Master Association which are reasonably allocable to the Neighborhood Association and/or the portion of the Property within its jurisdiction (e.g. for utilities which are billed to the Master Association, but serve in certain instances, only a Neighborhood Association, and street lighting systems). In such event, the expenses so allocated shall thereafter be deemed common expenses of the Neighborhood Association payable by it (with assessments collected from its members) to the Master Association.

In the event of a failure of a Neighborhood Association to budget or assess its members for expenses allocated as aforesaid, the Master Association shall be entitled to pursue all available legal and equitable remedies against the Neighborhood Association or, without waiving its right to the foregoing, specially assess the members of the Neighborhood Association and their Lots for the sums due (such special assessments, as all others, to be secured by the lien provided for in this Declaration).

10.08 Non-Performance of Neighborhood Association Duties. In addition to the specific rights of the Master Association provided in Section 10.07 above, and subject to the limitations set forth in Section 10.02 of this Declaration, in the event that a Neighborhood Association fails to perform any duties delegated to, or required of, it under this Declaration or to otherwise be performed by it pursuant to its own declaration, articles of incorporation, Bylaws or related documents, which failure continues for a period in excess of thirty (30) days after the Master Association's giving notice thereof, then the Master Association may, but shall not be required to, assume such duties. In such event, the Neighborhood Association shall not perform such duties unless and until such time as the Master Association directs it to once again do so.

10.09 Conflict In the event of conflict between this Article 10, as amended from time to time, and any of the other covenants, restrictions or provisions of this Declaration or the Articles of Incorporation, Bylaws or rules and regulations of the Master Association all as amended from time to time, the provisions of this Article shall supersede and control.

## ARTICLE 11

### RESALE, LEASE AND OCCUPANCY RESTRICTIONS

11.01 Estoppel Certificate; Documents. No Owner, other than Declarant, the Designated Lot Developer, and the Club Owner, may sell or convey his interest in any Lot, or lease his Lot, unless all sums due the Association are paid in full and an estoppel certificate in recordable form to such effect shall have been received by the Owner. If all such sums shall have been paid, the Association or its agent shall deliver such certificate within ten (10) business days following a written request therefor. The Owner requesting the certificate may be required by the Association to pay to the Association or its agent a reasonable sum to cover the costs of examining records and preparing the certificate. Owners shall be obligated to deliver the documents originally received from Declarant, containing this and other declarations and documents, to any grantee of such Owner.

11.02 Leases. All leases shall provide (or be automatically deemed to provide) that the Association shall have the right to terminate the lease in the name of and as agent for the lessor upon default by tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association and its applicable rules and regulations or other applicable provisions of any agreement, document or instrument governing the Property or administered by the Association.

11.03 Members' Permittees. No Lot or Unit shall be occupied by any person other than the Owner(s) thereof or the applicable Member's Permittees. For purposes of this Declaration, a Member's Permittees shall be the following persons and such persons' families, provided that the Owner or other permitted occupant must reside with his/her family: (i) an individual Owner(s), (ii) an officer, director, stockholder, member, or employee of a corporate or limited liability company owner, (iii) a partner in or employee of a partnership owner, (iv) a fiduciary or beneficiary of an ownership in trust, or (v) occupants named or described in a lease or sublease, but only if approved in accordance with this Declaration. The Board of Director shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above. The provisions of this Section shall not be applicable to Units used by Declarant or the Designated Lot Developer for model homes, sales offices, management services or otherwise. As used herein, "guests" or words of similar import shall include only those persons who have a principal residence other than the Unit.

11.04 Applicability to Declarant, the Designated Lot Developer and Club Owner. The provisions of this Article 11 shall not be applicable to Declarant or property owned by Declarant, the Designated Lot Developer or the Club Owner or the Club Property.

## ARTICLE 12

### RULES; ENFORCEMENT

12.01 Compliance by Owners. Every Owner and Member's Permittee shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Association (collectively referred to herein as the "Community Documents").

12.02 Enforcement. Failure of an Owner or his Member's Permittee to comply with such restrictions; covenants or rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend the rights of use of Common Property (except for legal access) of defaulting Owners. The offending Owner shall be responsible for all costs of enforcement including attorneys' fees actually incurred and court costs.

(a). Costs Recoverable From Owner. Failure of an Owner or his Member's Permittee to comply with the Community Documents shall entitle the Association to recover from such Owner or his Member's Permittee the pre-litigation costs and actual reasonable attorneys' fees incurred in obtaining their compliance with the Community Documents. In addition, in any proceeding arising because of an alleged default by any Owner, or in cases where the Association must defend an action brought by any Owner(s) or his Member's Permittee, (regardless if the claim is original or brought as a defense, a counterclaim, cross claim or otherwise), the Association, if successful, shall be entitled to recover from such Owner or his Member's Permittee's pre-litigation costs, the costs of the proceeding and actual attorney's fees (not limited to statutory fees), incurred in defense of any claim or obtaining compliance or relief, but in no event shall any Owner be entitled to recover such attorney's fees or costs against the Association.



(b). Association's Right to Abate. The violation of any of the provisions of the Community Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Property or onto any Lot (but not into any residence thereon), where reasonably necessary, and summarily remove and abate, at the expense of the Owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Community Documents. The Association shall have no liability to any Owner arising out of its exercise of its removal and abatement power granted hereunder.

(c). Assessment of Fines. The violation of any of the provisions of the Community Documents by any Owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations in accordance with Section 12.04, below. Fines may be assessed only upon notice to the offending Owners as prescribed in Section 12.04, and an opportunity for such Owner to appear before and/or respond to the Board no less than 7 days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article 8 of this Declaration.

(d). Failure to Enforce Rights. The failure of the Association or of any Owner to enforce any right, provision, covenant or condition that may be granted by the Community Documents shall not constitute a waiver of the right of the Association or of any such Owner to enforce such right, provisions, covenant or condition in the future.

(e). Cumulative Rights. All rights, remedies and privileges granted to the Association or any Owner pursuant to any terms, provisions, covenants or conditions of the aforesaid Community Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

12.03 Rules and Regulations. The Board reserves the right and power to establish rules and regulations of the Master Association, and to amend the same from time to time without the necessity of recording such new or modified rules and regulations in the public records, provided that the Board shall notify each Neighborhood Association and the owners of the portions of the Property which are not within a Neighborhood Association of all modifications of rules and regulations as aforesaid. Receipt by a Neighborhood Association of such notice shall constitute notice to its members.

12.04 Fines. The violation by any Owner or his Member's Permittee of any of the provisions of the Community Documents including any duly adopted rules and regulations shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the involved Owner. Such Owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or any other person admitted through such Owner to the Property.

(a). Procedures. Upon any such violation being alleged by the Board, the following procedures will be followed:

1. Notice. Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the Owner or representative of said Owner at the address on file with the Association.
2. Hearing. The offending Owner shall be provided a scheduled hearing before the Board at which the Owner may offer evidence in defense of the alleged violation. The hearing before the Board shall be at its next scheduled meeting, but in no event shall the Owner be required to appear less than 7 days from the date of the notice.
3. Default. Failure to appear at the scheduled hearing constitutes a default.
4. Hearing and Decision. Upon appearance by the Owner before the Board and presentation of evidence of defense, or, in the event of the Owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board' decision is final.

(b). Fines. Upon violation of any of the provisions of the Community Documents, and after default of the offending Owner, or upon the decision of the Board as recited above, the following fines may be levied:

- |    |   |                        |
|----|---|------------------------|
| 1. | FIRST VIOLATION                                   | No fine will be levied |
| 2. | SECOND VIOLATION                                  | \$50.00 Fine           |
| 3. | THIRD VIOLATION                                   | \$75.00 Fine           |
| 4. | FOURTH VIOLATION<br>AND ALL SUBSEQUENT VIOLATIONS | \$100.00 Fine          |

The Board of Directors, without the necessity of an amendment to this Declaration, may make such changes in said fines or adopt alternative fines, including the indexing of such fines to the rate of inflation, in accordance with duly adopted Rules and Regulations promulgated in accordance with Section 2.03 above. For purposes of this Section, the number of the violation (i.e. first, second etc.) is determined with respect to the number of times that a Owner violates the same provision of the Community Documents, as long as that Owner may be an owner of a Lot or within the Community, and is not based upon time or violations of entirely different provisions. In the case of continuing violations, a new violation will be deemed to occur each successive week during which a violation continues, however, no further hearings other than the first hearing shall be required for successive violations once a violation has been found to exist. Nothing in this Article shall be construed as to

prevent the Association from pursuing any other remedy under the Community Documents for such violations, or from combining a fine with any other remedy or requirement to redress any violation.

(c). Collection. The fines levied pursuant to Section B above shall be assessed against the Owner and shall be due and payable on the first day of the next following month. Failure to pay the fine will subject the Owner to all liabilities set forth in the Community Documents including, without limitations, those described in this Article and Article 8 of this Declaration.

## ARTICLE 13

### DAMAGE OR DESTRUCTION TO COMMON PROPERTY

13.01 Damage or Destruction. Damage to or destruction of all or any portion of the Common Property shall be addressed in the following manner, notwithstanding any provision in this Declaration to the contrary:

(a) In the event of damage to or destruction of the Common Property, if the insurance proceeds are sufficient to effect total restoration, then the Association shall cause such portions of the Common Property to be repaired and reconstructed substantially as it previously existed.

(b) If the insurance proceeds are within One Hundred Thousand Dollars (\$100,000.00) or less of being sufficient to effect total restoration of the Common Property, then the Association shall cause such portions of the Common Property to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a capital special (and not capital improvement) assessment against each of the Owners in accordance with the provisions of Article 8 of this Declaration.

(c) If the insurance proceeds are insufficient by more than One Hundred Thousand Dollars (\$100,000.00) to effect total restoration of the Common Property, then by written consent or vote of a majority of each class of the Members, they shall determine, subject to Article 15 hereof, whether (1) to rebuild and restore the Common Property in substantially the same manner as they existed prior to damage and to raise the necessary funds over the insurance proceeds by levying capital improvement assessments against all Members, (2) to rebuild and restore in a way which is less expensive than replacing the Common Property in substantially the same manner as they existed prior to being damaged, or (3) subject to the approval of the Board, to not rebuild and to retain the available insurance proceeds.

(d) Each Member shall be liable to the Association for any damage to the Common Property not fully covered by collected insurance which may be sustained by reason of the negligence or willful misconduct of any Member or his Member's Permittees. Notwithstanding the foregoing, the Association reserves the right to charge such Member an assessment equal to the increase, if any, in the insurance premium directly attributable to the damage

caused by such Member. In the case of joint ownership of a Unit, the liability of such Member shall be joint and several. The cost of correcting such damage shall be an assessment against the Member and may be collected as provided herein for the collection of assessments.

## ARTICLE 14

### INSURANCE

14.01 Common Property. The Association shall keep all improvements, facilities and fixtures located within the Common Property insured against loss or damage by fire or other casualty for the full insurable replacement value thereof (with reasonable deductibles and normal exclusions for land, foundations, excavation costs and similar matters), and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property, whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance for and on behalf of itself and all Members. The insurance coverage with respect to the Common Property shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the Property for which the insurance was carried. Premiums for any insurance carried by the Association are common expenses included in the assessments made by the Association. To the extent obtainable at reasonable rates, the insurance policy(ies) maintained by the Association shall contain provisions, or be accompanied by endorsements, for: agreed amount and inflation guard, demolition costs, contingent liability from operation of building laws and increased costs of construction.

All insurance policies shall contain standard mortgagee clauses, if applicable.

The Association shall also maintain flood insurance on the insurable improvements on the Common Property in an amount equal to the lesser of 100% of the replacement costs of all insurable improvements (if any) within the Common Property or the maximum amount of coverage available under the National Flood Insurance Program, in either case if the insured improvements are located within an "A" flood zone.

14.02 Replacement or Repair of Property. In the event of damage to or destruction of any portion of the Common Property, the Association shall repair or replace the same from the insurance proceeds available, subject to the provisions of Article 13 of this Declaration.

14.03 Waiver of Subrogation. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Members, Declarant, the Designated Lot Developer and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

14.04 Liability and Other Insurance. The Association shall have the power to and shall obtain comprehensive public liability insurance, including medical payments and malicious mischief, with coverage of at least \$1,000,000.00 (measured in the purchasing power of 1999 dollars); if available at reasonable rates and upon reasonable terms) for any single occurrence, insuring against liability for bodily injury, death and property damage arising from the activities of the Association or with respect to property under its jurisdiction, including, if obtainable, a cross liability endorsement insuring each Member against liability to each other Member and to the Association and vice versa and coverage for legal liability resulting from lawsuits related to employment contracts shall also be maintained. The Association may also obtain Workers Compensation insurance and other liability insurance as it may deem desirable, insuring each Member and the Association and its Board of Directors and officers, from liability in connection with the Common Property, the premiums for which shall be Common Expenses and included in the assessments made against the Members. The Association may also obtain such other insurance as the Board deems appropriate. All insurance policies shall be reviewed at least annually by the Board of Directors and the limits increased in its discretion. The Board may also obtain such errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable, insuring the Board or any management company engaged by the Association against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board or any committee thereof. At a minimum, however, there shall be blanket fidelity bonding of anyone (compensated or not) who handles or is responsible for funds held or administered by the Association, with the Association to be an obligee thereunder. Such bonding shall cover the maximum funds to be in the hands of the Association or Management Company during the time the bond is in force, but in all cases no less than three months of assessments in the aggregate plus all reserve funds of any kind on hand..

14.05 "Blanket" Insurance. The requirements of this Article may be met by way of the Association being an insured party under any coverage carried by the Declarant or under coverage obtained by the Association as long as such coverage is in accordance with the amounts and other standards dated in this Article.

## ARTICLE 15

### MORTGAGEE PROTECTION

15.01 Mortgagee Protection. To the extent these added provisions conflict with any other provisions of the Declaration, these added provisions shall control:

(a) The Association shall be required to make available to all Owners and Mortgagees, and to insurers and guarantors of any first Mortgage, for inspection, upon request, during normal business hours or under other reasonable circumstances, current copies of this Declaration (with all amendments) and the Articles, Bylaws and rules and regulations and the books and records of the Association. Furthermore, such persons shall be entitled, upon written request, to (i) receive a copy of the Association's financial statement for the immediately preceding fiscal year, (ii) receive notices of and attend the Association meetings, (iii) receive notice from the Association of an alleged default by an Owner in the performance of such Owners obligations under this Declaration, the Articles of Incorporation

or the Bylaws of the Association, which default is not cured within thirty (30) days after the Association learns of such default, and (iv) receive notice of any substantial damage or loss to the Common Property. The books of account of the Association shall be "reviewed" at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit.

(b) Any holder, insurer or guarantor of a Mortgage on a Unit shall have, if first requested in writing, the right to timely written notice of (i) any condemnation or casualty loss affecting a material portion of the Common Property, (ii) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Lot, (iii) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, and (iv) any proposed action which requires the consent of a specified number of Mortgage holders.

(c) Any holder, insurer or guarantor of a Mortgage on a Unit shall have the right to pay, singly or jointly, taxes or other charges that are delinquent and have resulted or may result in a lien against any portion of the Common Property and receive immediate reimbursement from the Association.

(d) Any holder, insurer or guarantor of a Mortgage on a Unit shall have the right to pay, singly or jointly, any overdue premiums on any hazard insurance policy covering the Common Property or obtain, singly or jointly, new hazard insurance coverage on the Common Property upon the lapse of a policy and, in either case, receive immediate reimbursement from the Association.

(e) The Association may charge reasonable fees for copies and their services provided pursuant to this Article 15.

## ARTICLE 16

(Intentionally Deleted)

## ARTICLE 17

### GOVERNMENTAL AGREEMENTS

The Property is subject to various agreements, covenants and restrictions imposed by Agreements with the Township of Northville, to wit:

- (i) Landscape Maintenance Agreements dated December 16, 1999 between Declarant and Northville Township, the form of which is attached hereto as Exhibit "F-1";
- (ii) Bike Path Maintenance Agreements dated December 16, 1999 between Declarant and Northville Township, the form of which is attached hereto as Exhibit "F-2"; and

- (iii) a Planned Unit Development Agreement dated April 17, 1997, and recorded on October 4, 1997 in Liber 29691, page 417, and amended in Liber 29788, page 4365, and in Liber 30196, page 7020, Wayne County Records, as amended, which imposes certain affirmative obligations on all persons having an interest in the Property.

The above documents are referred to herein as the 'Township Agreements. The Property is also subject to the following agreements executed by The Economic Development Corporation of the Charter County of Wayne, being a Declaration of Storm Sewer Easement recorded in Liber 30196, page 6852, and a Utilities Reimbursement Agreement recorded in Liber 30196, page 7164, all of Wayne County Records. Notwithstanding anything to the contrary in this Declaration, no amendment shall be made to any of the following provisions of this Declaration, nor shall any amendment be made affecting the Township's rights under the Township Agreements, without the prior written consent of the Township: Definition of Common Property (Section 1.01 (k); Definition of Open Space (Section 1.01 (v); and Governmental Agreements (this Article 17).

## ARTICLE 18

### PROVISOS AS TO BUILDERS

18.01 Preamble. In light of the benefits accruing to the Declarant, Owners and the Association by virtue of the orderly and efficient development of the Property not only by Declarant but also by independent Builders, this Article has been adopted to further such benefits as well as to cause this Declaration to accurately and reasonably reflect the operations and needs of Builders.

18.02 Voting and Assessments. All Builders shall be Members of the Association and shall have all rights, benefits, duties and obligations pertaining to such class of membership. A Builder shall have one (1) vote for each Lot owned by it and shall pay the same rate of assessment on each such Lot as would any other regular Member/Owner; provided, however, that in the event that a Builder owns a portion of the Property which has not been platted or otherwise subdivided into Lots, such property shall, for purposes of this Declaration, be deemed to contain such number of Lots as is provided in the Supplemental Declaration subjecting the Builder's portion of the Property to this Declaration, if any (absent which the Property shall be deemed to contain the number of Lots permitted to be located thereon by applicable land use ordinances or approvals).

18.03 Exemption from Architectural Control. For purposes of the exemption of Declarant and its designees as set forth in Section 9.09 hereof, a Builder shall be deemed a designee of Declarant and therefore exempt from architectural review/approval requirements if, but only if, the Builder is subject to deed or contractual restrictions imposed by the Declarant which govern matters such as plan approval and construction activities. The foregoing exemption shall not, however, apply once the Builder has completed a Unit on a Lot and has received Declarant's final approval thereof, the purpose hereof being to require the Architectural Control Committee's approval of any alterations of such construction once same are completed.

18.04 Use Restrictions. In addition to the architectural control exemptions set forth in the immediately preceding Section, no Builder shall be deemed to be in violation of any of the other restrictions or requirements of Article 7 of this Declaration by virtue of any activities which are normally and customarily associated with the construction of Units (or the development of land therefore) of the number, nature and type being constructed/developed by the Builder, including, without limitation, the construction and operation of a temporary sales office and/or model homes and the erection of signage. Notwithstanding the foregoing, no Builder may make any installations which, once installed, would constitute a violation of Article 7 or Section 10.03 of this Declaration. By way of example only, the privileges granted to Builders hereunder may not extend to permit the installation of prohibited gas tanks, obstructions of visibility at intersections, window-mounted air conditioning units, exterior antennas or artificial vegetation. Further, notwithstanding the foregoing, all Builders shall be subject to the sign restrictions set forth in Section 7.06 of this Declaration (except for the required posting of building permits and similar documents) and to the provisions of Article 11 hereof.

## ARTICLE 19

### GENERAL PROVISIONS

19.01 Duration. The covenants and restrictions of this Declaration shall run with and bind the Property; and shall inure to the benefit of and be enforceable by the Association, the Architectural Control Committee, Declarant (at all times) and the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date this First Amended Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of seventy-five (75%) percent of all the Lots subject hereto has been recorded, agreeing to revoke said covenants and restrictions; provided, however, that no such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such revocation, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any signatures being obtained.

19.02 Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

19.03 Enforcement. Without limiting the generality of Article 12, enforcement of these covenants and restrictions shall be accomplished by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Lots to enforce any lien created by these covenants; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

19.04 Interpretation. The Article and Section headings have been inserted for



convenience only, and shall not be considered or referred to in resolving questions and interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter genders shall each include the others.

19.05 Severability. Invalidation of anyone of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

19.06 Effective Date. This First Amended Declaration shall become effective upon its recordation in the Public Records of the County.

19.07 Amendment. In addition, but subject, to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed or added to at any time and from time to time upon the execution and recordation of an instrument executed solely by Declarant, for so long as it or its affiliate holds title to any Lot or Unit or any of the Property affected by this Declaration and prior to the time Members other than the Declarant elect the majority of the members of the Board of the Association; or alternatively, by an instrument signed by the President of the Master Association, attested to by its Secretary and certifying that the amendment set forth in the instrument was adopted by a vote of at least sixty-six and two-thirds (66 2/3's) of the votes of Members qualified to vote and represented at a duly called meeting thereof (or by alternative voting procedures not requiring a meeting as permitted by the Association Bylaws), provided that so long as Declarant or its affiliates is the Owner of any Lot or any of the Property affected by this Declaration, Declarant's consent must be obtained if such amendment, in the sole opinion of Declarant, affects its interest.

19.08 Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation, Bylaws and any rules and regulations of the Association and said Articles shall take precedence over the Bylaws and the rules and regulations.

19.09 Standards for Consent, Approval and Other Actions. Whenever this Declaration shall require the consent, approval, completion, substantial completion, or other action by the Declarant, the Designated Lot Developer or its affiliates, the Association or the Architectural Control Committee, such consent, approval or action may be withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed by the Declarant or its affiliates or the Association shall be deemed so completed or substantially completed when such matters have been completed or substantially completed in the reasonable opinion of the Declarant or Association, as appropriate.

19.10 Easements. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees for the purpose of

allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement and the Owners designate hereby the Declarant and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

19.11 No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Common Property to the public, or for any public use.

19.12 Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title, estate or interest or to any Lot and/or Unit or other property located on or within the Property, shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition, lien and covenant contained herein, whether or not any reference hereto is contained in the instrument by which such person acquired an interest in such Lot, Unit or other property.

19.13 Notices and Disclaimers as to Community Systems. Declarant, the Designated Lot Developer, the Association, or their successors, assigns or franchisees and any applicable cable or satellite telecommunications system operator (an "Operator"), may enter into contracts for the provision of security services through any Community Systems. DECLARANT, THE DESIGNATED LOT DEVELOPER., THE ASSOCIATION, OPERATORS AND THEIR FRANCHISEES, DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH SECURITY SYSTEM OR SERVICES, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, NOTIFY AUTHORITIES OF FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME; AND EVERY OWNER OR OCCUPANT OF PROPERTY SERVICED BY THE COMMUNITY SYSTEMS ACKNOWLEDGES THAT DECLARANT, THE ASSOCIATION OR ANY SUCCESSOR, ASSIGN OR FRANCHISEE OF THE DECLARANT OR ANY OF THE OTHER AFORESAID ENTITIES AND ANY OPERATOR, ARE NOT INSURERS OF THE OWNER OR OCCUPANTS PROPERTY OR OF THE PROPERTY OF OTHERS LOCATED ON THE PREMISES AND WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURES OR DEATHS RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the part of a security service provider to perform any of its obligations with respect to security services and, therefore, every Owner or occupant of property receiving security services through the Community Systems agrees that Declarant, the Association or any successor, assign or franchisee thereof and any Operator assumes no liability for loss or damage to property or for personal injury or death to persons due to any reason, including, without limitation, failure in transmission of an interruption of security service or failure to respond to an alarm because of (a) any failure of the Owner's security system, (b) any defective or damaged equipment, device, line or circuit., (c) negligence, active or otherwise,

of the security service provider or its officers, agents or employees, or (d) fire, flood, riot, war, act of God or other similar causes which are beyond the control of the security service provider. Every owner or occupant of property obtaining security services through the Community Systems further agrees for himself, his grantees, tenants, guests, invitees, licensees, Member's Permittees, and family members that if loss or damage should result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of the system, or from negligence, active or otherwise, of the security service provider or its officers, agents, or employees, the liability, if any, of Declarant, the Designated Lot Developer, the Association, any franchisee of the foregoing and the Operator or their successors or assigns, for loss, damage, injury or death sustained shall be limited to a sum not exceeding Two Hundred Fifty and 00/100 (\$250.00) U.S. Dollars, which limitation shall apply irrespective of the cause or origin of the loss or damage and notwithstanding that the loss or damage results directly or indirectly from negligent performance, active or otherwise, or non-performance by an officer, agent or employee of Declarant, the Designated Lot Developer, the Association or any franchisee, successor or designee of any of same or any Operator. Further, in no event will Declarant, the Designated Lot Developer, the Association, any Operator or any of their franchisees, successors or assigns, be liable for consequential damages, wrongful death, personal injury or commercial loss. In recognition of the fact that interruptions in cable television and other Community Systems services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any Community System shall be entitled to any refund, rebate, discount or offset in applicable fees, for any interruption in Community Systems services, regardless of whether or not same is caused by reasons within the control of the then-provider(s) of such services.

19.14 Certain Reserved Rights of Declarant with Respect to Community Systems. Without limiting the generality of any other applicable provisions of this Declaration, and without such provisions limiting the generality hereof, Declarant hereby reserves and retains to itself.

(a) the title to any Community Systems and a perpetual easement for the placement and location thereof,

(b) the right to connect, from time to time, the Community Systems to such receiving or intermediary transmission source(s) as Declarant may in its sole discretion deem appropriate including, without limitation, companies licensed to provide CATV service in the County, for which service Declarant shall have the right to charge any users a reasonable fee (which shall not exceed any maximum allowable charge provided for in the Ordinances of the County); and

(c) the right to offer from time to time monitoring/alarm services through the Community Systems.

Neither the Association nor any officer, director, employee, committee member or agent (including any management company) thereof shall be liable for any damage to property, personal injury or death arising from or connected with any act or omission of any of the foregoing during the course of performing ally duty or exercising any right privilege

(including, without limitation, performing maintenance work which is the duty of the Association or exercising any remedial maintenance or alteration rights under this Declaration) required or authorized to be done by the Association, or any of the other aforesaid parties, under this Declaration or otherwise as required or permitted by law.

19.15 No Representations or Warranties. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE COMMON PROPERTY, THE PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT (A) AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION OR IN DOCUMENTS WHICH MAY BE FILED BY DECLARANT FROM TIME TO TIME WITH APPLICABLE REGULATORY AGENCIES, AND (B) AS OTHERWISE REQUIRED BY LAW. AS TO SUCH WARRANTIES WHICH CANNOT BE DISCLAIMED, AND TO OTHER CLAIMS, IF ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED. ALL OWNERS, BY VIRTUE OF ACCEPTANCE OF TITLE TO THEIR RESPECTIVE LOTS AND/OR UNITS (WHETHER FROM THE DECLARANT OR ANOTHER PARTY) SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES AND INCIDENTAL AND CONSEQUENTIAL DAMAGES.

19.16 Covenants Running With The Land. Anything to the contrary herein notwithstanding and without limiting the generality (and subject to the limitations) of Section 19.01 hereof, it is the intention of all parties affected hereby (and their respective heirs, personal representatives, successors and assigns) that these covenants and restrictions shall run with the Property and with title to the Property. Without limiting the generality of Section 19.05 hereof, if any provision or application of this Declaration would prevent this Declaration from running with the Property as aforesaid, such provision and/or application shall be judicially modified, if at all possible, to come as close as possible to the intent of such provision or application and then be enforced in a manner which will show these covenants and restrictions to so run with the Property; but if such provision and/or application cannot be so modified, such provision and/or application shall be unenforceable and considered null and void in order that the paramount goal of the parties (that these covenants and restrictions run with the Property as aforesaid) be achieved.

19.17 Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTY ARE HEREBY PLACED ON NOTICE THAT DECLARANT AND THE DESIGNATED LOT DEVELOPER OR ITS OR THEIR AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES MAY BE, FROM TIME TO TIME, PERFORMING CONSTRUCTION ACTIVITIES WITHIN OR IN PROXIMITY TO THE PROPERTY BY THE ACCEPTANCE OF THE DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE PROPERTY, EACH SUCH OWNER, OCCUPANT AND USER

AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE PROPERTY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DECLARANT AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE BUT, RATHER, SHALL BE HELD HARMLESS FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, (iv) ANY PURCHASE OR USE OF ANY PORTION OF THE PROPERTY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING, AND (v) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT, AND/OR THE DESIGNATED LOT DEVELOPER, TO SELL, CONVEY, LEASE OR ALLOW THE USE OF THE APPLICABLE PORTION OF THE PROPERTY.

19.18 Notices and Disclaimers as to Water Bodies. NEITHER DECLARANT, THE DESIGNATED LOT DEVELOPER, THE MASTER ASSOCIATION, NOR ANY NEIGHBORHOOD ASSOCIATION NOR ANY OF THEIR OFFICERS, DIRECTORS,, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY POND, CREEK OR OTHER WATER BODY WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY OR CONTRACTED FOR WITH AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

19.19 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Master Association unless approved by a vote of the Members as hereinafter provided. The Master Association shall prepare a budget of the total estimated cost of the litigation which shall be submitted to the Members for a vote along with the notice of the proposed litigation. The budget shall be based upon an estimate of the total cost of the litigation made by the attorney being retained by the Master Association for the litigation. The Master Association shall assess all Owners (other than the Declarant) by Special Assessment for the total estimated costs and fees of the proposed litigation and no funds from Common Assessments or capital contributions may be used for such purpose. Both the proposed litigation, the budget and the assessment for the litigation must be approved by a vote of the Members representing seventy-five (75%) percent of the total votes of the Master Association. This Section shall not apply, however, to (a) actions brought by the Master

Association against parties other than the Declarant to enforce the provisions of this Master Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Assessments as provided herein, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Master Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declaration or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above. Any amendment of this Section shall also require the approval of the Declarant in writing.

## ARTICLE 20

### DISCLAIMER OF LIABILITY OF ASSOCIATION

20.01 Disclaimer of Liability of Association. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTY INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(a) IT IS THE EXPRESSED INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED. FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTY AND THE VALUE THEREOF;

(b) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF MICHIGAN, THE COUNTY, THE TOWNSHIP, AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND

(c) ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATION ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS LOT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS ARTICLE AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS ARTICLE.

AS USED IN THIS ARTICLE, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF DECLARANT AND, THE DESIGNATED LOT DEVELOPER, EACH OF WHICH SHALL BE FULLY PROTECTED HEREBY.

## ARTICLE 21

### ADDITIONAL RIGHTS OF THE DECLARANT AND THE DESIGNATED LOT DEVELOPER

21.01 General. Notwithstanding any other provision in this Declaration to the contrary, the Declarant, the Designated Lot Developer shall have, in addition to its or their other rights, the rights described below in Paragraphs (a) through (f). There is hereby created and reserved a blanket easement for the Declarant and the Designated Lot Developer and its or their assigns to enable each of them and (to the extent authorized in writing by Declarant or the Designated Lot Developer) Builders to exercise those rights free of any interference by the Association, by any Neighborhood Association or by any Owner:

- (a) The right to execute all documents and take all actions affecting any portion of the Property owned or controlled by but which, in its sole discretion, are desirable or necessary to effectuate or facilitate the development of Northville Hills Golf Club;
- (b) The right to plat, replat, subdivide and re-subdivide any portion or portions of the Property owned or controlled by it.
- (c) The right to determine, in its sole discretion, the type of improvements, if any, to be constructed on any portion of the Property and the Common Property owned' or controlled by it and the right to revise its plans concerning such improvements;
- (d) The right to construct and maintain, on any portion of the Property or the Common Property owned or controlled by it, any improvements it considers desirable (which right shall include, but not be limited to, a right of ingress and egress by any and all types of vehicles and equipment to, through, over and about the Common Property during whatever period of time the Declarant, the, Designated Lot Developer or a Builder is engaged in any construction or improvement work on or within Northville Hills Golf Club as well as an

easement for the parking and storage of materials, vehicles, tools, equipment and the like which are being utilized in such work), and the right to construct walks, drives, ramps and parking facilities and as a continuance of similar improvements located on portions of the Property not owned or controlled by it even if doing so entails an encroachment upon the latter property;

(e) The right to sell, lease and otherwise dispose of existing and planned Units (and portions thereof), which right shall include (though not be limited to) the right to construct and maintain sales offices and models on any portion of the Property and Common Property owned or controlled by it, to solicit and receive the visits of unlimited numbers of prospective purchasers and tenants (all of whom shall have the right while visiting to use parking spaces on the Common Property), and to place signs and other promotional devices on any portion or portions of the Property or Common Property owned or controlled by it without regard to the size or aesthetic appeal of such signs or devices; and

(f) The right to assign the foregoing rights, in whole or in part.

21.02 Injunctive Relief for Interference. The Declarant and each assignee of the Declarant shall be entitled to injunctive relief for any actual or threatened interference with its or their rights under this Article, in addition to whatever remedies at law it or they might be entitled to.

EXECUTED as of the date first above written.

TOLL NORTHVILLE LIMITED PARTNERSHIP,  
a Michigan limited partnership

By: Toll MI GP Corp., a Michigan corporation  
Its: General Partner

By: Todd Ewers  
Name: Todd Ewers  
Title: Project Manager

Address: 27333 Meadowbrook Rd., Ste 200  
Novi, MI 48377

**ACKNOWLEDGEMENT ON NEXT PAGE**



STATE OF MICHIGAN )  
 ) ss:  
COUNTY OF WAYNE )

The foregoing instrument was acknowledged before me this 2 day of Aug, 2011 by Todd Ewers, as Project Manager of Toll MI GP Corp., a Michigan corporation, general partner on behalf of TOLL NORTHVILLE LIMITED PARTNERSHIP, a Michigan limited partnership.

Name: Andrea Krushinski - McCarty  
Andrea Krushinski - McCarty, Notary Public  
Oakland County, Michigan  
Acting in Wayne County, Michigan  
My Commission Expires: Dec. 15 2011

ANDREA KRUSHINSKI  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires 12-15-2011  
Acting in the county of Wayne

Document revised and when recorded,  
return to:  
Mark F. Makower  
Makower Abbate and Associates  
30140 Orchard Lake Rd.  
Farmington Hills, MI 48334