

**Declaration of Covenants, Conditions and
Restrictions Carriage Club Subdivision-All
Phases**



Revision: 1

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS CARRIAGE CLUB
SUBDIVISION-ALL PHASES**

We, the undersigned, being the Owners of 60% of the total Lots contained within all Phases of Carriage Club, Carriage Club Phase II, and Carriage Club Phase III, a subdivision of Lyon Township, Oakland County, Michigan (**which is all Lots, Dwelling and property described in ALL PHASES of Carriage Club, Carriage Club Phase II and Carriage Club Phase III**), hereby acknowledge that one homeowners' association known as Carriage Club Homeowner's Association, a Michigan Domestic Nonprofit Corporation ID # 769756 is the sole Homeowner's Association for all phases of Carriage Club, Carriage Club Phase II and Carriage Club Phase III, and we hereby amend ARTICLE I, ARTICLE II, ARTICLE III, ARTICLE IV, ARTICLE V, ARTICLE VIII, and ARTICLE IX of the Covenants, Conditions and Restrictions of all Phases, We hereby consent to the recording of this Amendment as an attachment to a public record notice of the amended building and use restrictions; to provide as follows:

**ARTICLE I
DEFINITIONS**

1. **"ASSOCIATION"** Shall mean The Carriage Club Homeowners Association, a Michigan non-profit corporation to be formed by Developer for the purposes described herein, and its successors and assigns.
2. **"COMMITTEE"** Shall mean the Architectural Control Committee which is appointed by the developer or Association to promote an attractive and harmonious residential development having continuing appeal.
3. **"COMMON AREAS"** Shall mean those portions, if any, of the property (including any improvements thereon) for the common use and enjoyment of the lot owners, which are designated as Greenbelt #1 - #8, Private Commons Area, Carriage Club Park, Carriage Club Park II-IV, Passive Open Space, Passive Open Space II, Passive Open Space II and other common areas on the recorded plat from Carriage Club Subdivision and Carriage Club Subdivision Phase II and any additional common areas added in the future.
4. **"CONSERVATION AREAS"** Conservation Areas are Passive Open Spaces and Parks identified on the final plat(s) of **ALL PHASES**

OF CARRIAGE CLUB that are protected by a conservation easement.

5. **"DEVELOPER"** Shall mean Healy Homes L.L.C., a Michigan Limited Liability Company, its successors and assigns.

6. **"LOT"** Shall mean each unit of land designated for residential use and the construction thereon of a single family dwelling unit, as identified on the recorded plat(s) of subdivision with respect to Phase I, II or III, and all subsequent phases.

7. **"MEMBER"** Shall mean a member of The Carriage Club Homeowners Association.

8. **"OWNER"** Shall mean the holder or holders of the record fee simple title to, and/or the land contract purchaser of, a lot, whether one or more person or entities. The term "Owner" shall not include any mortgagee or any other person or entity having an interest in a lot merely as security for the performance of an obligation, unless and until such mortgagee or other person or entities shall have acquired for simple title to such lot, by foreclosure or other proceeding or conveyance thereof in lieu of foreclosure. In the event that more than one person or entity owns an interest in the fee simple title to a Lot, or in the event any Lot is subject to a land contract, then the interest of all such persons or entitles, and the interest of the land contract seller and purchaser, collectively shall be that of the owner.

9. **"PHASE I"** Shall mean that portion of the property which is described in Exhibit A together with all Lots and Common Areas, if any as described on the final plat of the subdivision which is now or hereafter recorded by Developer with respect to said portion of the property (Lots 1-70). **"PHASE II"** Shall mean that portion of the property which is described in Exhibit A together with all Lots and Common Areas, if any as described on the final plat of the subdivision which is now or hereafter recorded by Developer with respect to said portion of the property (Lots 71-171) **"PHASE III"** Shall mean that portion of the property which is described in Exhibit A attached hereto and made a part hereof, together with all Lots and Common Areas, if any as described on the final plat of the subdivision which is now or hereafter recorded by Developer with the respect to said portion of the property. (Lots 172-251)

10. **"PROPERTY"** Shall mean that certain real property described in Exhibit B (Preliminary Plat) attached **hereto** and previously made a part hereof; which property includes the overall proposed

development known as The Carriage Club (**ALL PHASES**).

11. **"WETLANDS"** Shall mean those portions of the property which are designated regulated wetlands on the Final/Preliminary Plat(s) of **ALL PHASES of CARRIAGE CLUB**).

12. **"PHASE III AND SUBSEQUENT PHASES INCLUDING CARRIAGE CLUB SUBDIVISION PHASE I AND CARRIAGE CLUB SUBDIVISION PHASE II"** Shall mean that **portion of** the property which is described in Exhibit **B** (Preliminary Plat) attached hereto and made a part hereof, and any adjacent property Developer may choose to by add amendment, together with all Lots and Common Areas, if any as described on the plat of the subdivision which is now or hereafter recorded by Developer with the respect to said portions of the property.

**ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION**

The real property which is subject to and which shall be held, transformed, sold, conveyed and occupied pursuant to this Declaration is more particularly described on Exhibit A attached hereto and previously made a part thereof which is all property described as Carriage Club, Carriage Club Phase II and Carriage Club Phase III as those subdivisions are recorded in Oakland County Records.

**ARTICLE III
THE CARRIAGE CLUB HOMEOWNERS' ASSOCIATION**

Section 3.01 Creation and Purposes. The Carriage Club Homeowners' Association, herein referred to as "the Association", which has been created for Carriage Club Subdivision Phase I as a nonprofit corporation in accordance with Michigan Nonprofit Corporation Act, Act No. 162 of Public Acts of 1982, shall serve as the one and only legal Homeowners' Association for Carriage Club Subdivision Phase I, Carriage Club Subdivision Phase II and Carriage Club Subdivision Phase III. The Association and its members shall have those rights and obligations which are set forth in this Declaration and in the Articles of Incorporation and By-Laws of this Association. The Purposes of the Association shall be to maintain all Common Areas for the common use of all residents and owners of platted Lots therein, and to arrange for the provision of services and facilities of common benefit, and in general to maintain and promote desired character of The Carriage Club Subdivision Phase I, Phase II, Phase III, and future phases.

Section 3.02 Membership. Developer and every owner of a Lot

shall be a member of the Association. Every Lot Owner shall become a member commencing on the date on which said Owner is conveyed fee simple title to said Lot or, if applicable, the date on which a land contract purchaser enters into land contract to purchase said Lot. All membership rights and obligations shall be appurtenant to and may not be separated from ownership of any Lot. Developer may amend this declaration to include into the association every lot owner of any future contiguous subdivision or phase whose title is transferable to Developer.

Section 3.03 Voting Rights. The Association shall have two (2) classes of Voting Members, which are as follows:

(a) Class A Members shall consist of all Owners of lots other than Developer. Each Class A Member shall be entitled to one vote on each matter submitted to a vote of Members for each Lot owned by the Class A member. Where title to a Lot is in more than one person or entity, all such persons or entities shall be Members and jointly shall be entitled to only one vote per Lot. Where a Lot had been sold pursuant to a land contract, the purchaser under said land contract shall be entitled to the vote for said Lot. Such multiple Owners (including co-purchasers under land contract) may exercise said one vote per Lot as they may mutually agree, and such co-owners or co-purchasers shall notify the Association in writing of the person entitled to exercise such vote. In the event any multiple Owners fail to provide such notice to the Association within thirty (30) days prior to the date set for a meeting, the Owner whose name first appears on record title shall be deemed to be the Member authorized to vote on behalf of all the multiple Owners and any vote cast in person or by proxy by said Owner, or the failure of said Owner to vote, shall be binding upon all such multiple Owners.

(b) Developer shall be a Class B Member. In order to assure the orderly development and maintenance of the Property and the Common Areas in Phase III and future phases, the Class B Member shall be entitled to three (3) votes for each Lot owned shown on the Final Preliminary Plat approved by the Lyon Township Board whether or not a final plat has been recorded at the time said voting rights may be exercised. Class B membership shall terminate as to any Lots owned by Developer at the time any such Lot is sold or conveyed to an Owner other than Developer, which Owner shall thereafter be a Class A Member.

Section 3.04 Articles and By-Laws. The Association shall be organized, governed and operated in accordance with its Articles

of Incorporation and By-Laws, which shall be consistent with the provisions and purposes of this Declaration. In the event there exists any conflict between the provisions contained within the Association Articles of Incorporation and By-Laws and the Provisions contained within this Declaration, the provisions of this Declaration shall control.

Section 3.05 Directors. The right to manage the affairs of the Association shall be exclusively vested in the Association Board of Directors. The Developer shall be the sole Director until such time as seventy-five (75%) percent of the Lots within all Phases have been sold and conveyed by Developer, and occupied by the owner, or until such earlier time as Developer may elect, in its discretion. Thereafter, the Board of Directors shall consist of **FIVE** members who shall be elected by the Members of the Association in accordance with the provisions of the Articles of Incorporation and By-Laws of the Association. **Said single Board shall be applicable to all phases.**

ARTICLE IV RIGHTS IN COMMON AREAS

Section 4.01 Rights of Members to Use Common Areas. Each lot owner of Phase III of Carriage Club and each lot owner in every previous and future contiguous subdivision or phase whose title is transferable to the Developer, shall have the right and non-exclusive easement to use the Common Areas for the private purposes provided herein. Such right and casement shall be appurtenant to, and shall pass with title to every Lot owner of the Property.

The common areas shall be retained as open space, park and recreation areas to be used solely for hiking, active recreation and passive recreation, social, civic and cultural activities. No buildings shall be erected thereon unless Developer approves a recreation building for Carriage Club Park. In addition, the common areas shall be used subject to the following provisions:

a) There shall be no activity within any Regulated Wetlands except such as is permitted by applicable statutes, ordinances, permits, rules and regulations of those governmental units having jurisdiction.

b) The Common Areas shall be used and maintained by the Association in accordance with the requirements set forth herein, any conservation easement(s) that exists on the property, and any maintenance agreement entered into by and between the Developer and/or Association and the Charter

Township of Lyon.

c) The Association shall have the right to establish rules and regulations as the Board of Directors may deem necessary or desirable for the safe, orderly and convenient operation and use of the Common Areas and the improvements, equipment or facilities located thereon.

d) The Association shall have the right to suspend the voting rights of any Member and the right of any person to use the Common Areas or the facilities located thereon for any period during which any assessment against such Member's Lot is delinquent and for a period not in excess of thirty (30) days for any infraction of any rules or regulations promulgated by the Board of Directors.

e) The Association shall have the right to charge reasonable admission and other fees for the use of any facility or improvement located in the Common Areas.

f) The Association shall have the right to establish such rules and regulations as the Board of Directors may deem necessary or desirable for the preservation and protection of any Wetlands located on any portion of the property.

g) The common area occupied chiefly by wetlands shall be preserved in mostly an undisturbed natural state. Hiking paths and other passive uses are allowed in the Common Areas occupied chiefly by wetlands.

h) The Active Recreational Area, Carriage Club Park I-IV, and Green Belt #1-8 Areas and Private Common Areas, as marked in the preliminary plat, may be clear cut and a lawn maintained. This area may be used for sports, signs, recreation or other activities described by the association.

Section 4.02 Title to Common Areas. The conveyance of the Common Areas shall be subject to any easements reserved, dedicated or granted by Developer (in accordance with sections 4.03 or 8.1 below) and the terms and provisions of any Open Space maintenance agreements or other Common Area maintenance and/or easement agreements entered into with the Lyon Township prior to the date of conveyance.

Section 4.03 Developer, the Association and Lyon Township, their agents and representatives, shall have reasonable access to the Common Areas at all reasonable times for purposes of maintenance, inspection, repair, operation and improvement

thereof. Developer shall not be obligated to make any improvements in the Common Areas, to provide recreational facilities or to construct or install any buildings, structures or other improvements in the Common Areas, except as may be required by Lyon Township in its final approval of any site plan or plat for any phase of the Property, or pursuant to the Planned Development Agreement approved by Lyon Township.

ARTICLE V
COVENANTS FOR MAINTENANCE AND CAPITAL

Section 5.01 Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot, other than Developer, by accepting conveyance of such Lot, or by entering into land contract for the purchase of such lot, shall be deemed to covenant and agree to pay the association when due the assessments described below, regardless of whether or not such covenant shall be expressed in such instrument of conveyance or land contract:

a) Annual assessments to meet regular Association expenses, which shall include such assessments required to maintain any easement referenced in Sections 4.03 or 8.1 of this Declaration; and

b) Special assessments for capital improvements, to be established and collected as set forth below; and

c) Special assessments for maintenance of owners' premises, to be established and collected as set forth below; and

(d) All other assessments for taxes, levies, assessments or other charges lawfully imposed or charged to the Association with respect to the Common Areas. The forgoing assessments, together with seven (7%) percent per annum interest thereon and costs of collection thereof (including court costs and reasonable attorneys' fees) which are described below, shall be a lien on the Lot against which they are made and all improvements thereon. Each such assessment, together with interest thereon at the greater of seven (7%) percent per annum or at the rate provided in such assessment, and the costs of collection thereof, in addition to constituting a lien on such a Lot and improvements, shall also constitute a personal obligation of the person who was the Owner of the Lot on the date the assessment was established.

Section 5.02 Purpose of Annual Assessments. The annual assessments levied under this Article V and the working capital

funds required under Section 5.03(c), shall be used by the Association for the purpose of:

- a) Promoting the recreation, health, welfare, and safety of the residents of the Property;
- b) Improving, landscaping and maintaining the Common Areas;
- c) Providing services and facilities for the benefit of residents of the Property;
- d) Maintaining, beautifying and improving the streets, parkways, rights-of-way and entrance ways within the Property; and snow removal from streets and common areas.
- e) Discharging any taxes, insurance premiums and mortgage installments relating to the Common Areas and improvements thereon.
- f) Mowing and maintaining storm water detention and retention areas and storm water drainage system, pursuant to Section 8.07
- (g)

Section 5.03 Annual Assessments commencing in the year the Association is formed, and for each fiscal year of the Association thereafter, annual assessments shall be levied and paid in the following manner:

- a) The Board of Directors of the Association shall levy against each Lot an assessment, based upon the projected costs, expenses and obligations of the Association for the ensuing fiscal year, which assessment shall be a specified amount per Lot.
- b) For the first year in which the Association is formed, the annual assessment shall be the amount of Three Hundred and 00/100 (\$300.00) Dollars per Lot. Within Thirty (30) days from the beginning of each fiscal year of the Association thereafter, the Board of Directors shall send a written notice of assessment to each Owner stating the amount of the assessment established by the Board of Directors for the ensuing year. Each Owner shall pay said assessment within Thirty (30) days from the date said written statement is mailed. Assessments not paid within said Thirty (30) day period shall be deemed delinquent and interest shall accrue on delinquent assessments at the rate of Seven (7%) percent per annum.
- c) The fiscal year of the Association shall be established in

the manner set forth in the Association's by-law. Annual Assessments must be and shall be considered to be paid in advance or for the next fiscal year.

d) The Board of Directors, in its discretion may establish an installment program for the payment of any regular, special or deficit assessment and may charge interest in connection therewith.

Section 5.04 Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 5.03 above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any improvements on the Common Areas, including any fixtures, equipment and other personal property relating thereto, provided, however, that no such special assessment shall be levied unless first approved by Sixty (60%) percent of the total combined Class A and Class B votes, cast in person or by proxy at a meeting of the Association Members duly called for such purpose. Written notice of such meeting shall be sent to all Members at least Thirty (30) days in advance of the meeting. Any such special assessments shall be due and payable according to the terms and conditions and in the manner specified in the resolution of the Association. And special assessments not paid when due shall be deemed delinquent and interest shall accrue on such delinquent assessment at the rate of Seven (7%) percent per annum. The quorum required for the first meeting called for the purpose of voting on a special assessment shall be at least fifty (50%) percent of all the then authorized votes present, either in person or by proxy. If the required quorum is not present at the first meeting called for the purpose considering the special assessment, another meeting may be called for said purpose, with notice thereof to be given as provided for in this Section 5.04 and the required quorum at any such subsequent meeting shall be Two-Thirds (2/3) of the required quorum for the first meeting, provided that such second meeting is held within Sixty (60) days from the date of the first meeting.

Section 5.05 Uniform Assessment Rate; Assessments against Specific Properties.

a) Subject to Section 5.05(b) below, all annual, special and deficit assessments shall be fixed and established at the same rate for all Lots within the Property.

b) Notwithstanding Section 5.05(a) above, and in addition to the assessments otherwise authorized in the Article V, the

Association may levy a special assessment against one or more specific Lots, for the purpose of maintaining and caring for the surface thereof and any plantings, landscaping or other vegetation located thereon. The Association may also levy a special assessment on a particular lot to pay for any fines levied by the Association for infractions of the Building and use Restrictions in Article VIII. A special assessment for such purposes shall not be levied except in compliance with the following procedures:

i) The Association shall determine that the appearance of a Lot, or a portion thereof, significantly detracts from the appearance and attractiveness of the remainder of the Property or otherwise constitutes a violation of the restrictions set forth in Article VI herein below. Such determination shall be made by a vote of the Members on the same manner as required in Section 5.04.

ii) Written notice of such determination which specifies the nature of the unsatisfactory condition and the actions required to remedy the unsatisfactory condition, shall be delivered to the Owner of the offending Lot.

iii) The Owner shall have a period of not less than Thirty (30) days from the date said Owner receives the above referenced notice to commence the required work.

iv) If the Owner has not commenced the required work within said thirty (30) day period or, if having commenced such work, it is not completed within a reasonable time after commencement, the Association shall have the right to enter upon the Owner's property, complete the required work and assess the cost against such Lot; provided, however, such cost shall not exceed the reasonable cost for performing such work.

v) Any assessment levied under this Section 5.05(b) shall be due and payable Thirty (30) days from the date the Owner receives a statement. Any such assessment not paid when due shall be deemed delinquent and interest shall accrue on such delinquent assessment at the rate of Seven (7%) percent per annum.

Section 5.06 Certificate With Respect to Assessments Upon the written request of any Owner, the Association shall furnish, within a reasonable time, a written certificate regarding the status of any assessments levied against such Owner's Lot(s). Any such certificate, when properly issued by the Association, shall be conclusive and binding with regard to the status

of the assessment as between the Association and any bona fide purchaser of said Lot(s) described in the certificate and the lender who has taken a lien.

Section 5.07 Subordination of Liens to Mortgages: The lien for assessments provided for this for this Article V shall be subordinate to the lien of any mortgage or mortgages held by any bank, savings and loan association, insurance company, mortgage company, or other similar institution existing of record at the time the lien for assessment shall be imposed. Sale or transfer of a Lot, or any portion thereof, shall not affect the assessment lien. However, the sale or transfer of any Lot in connection with a mortgage foreclosure proceeding, or any proceeding in lieu thereof, shall extinguish the lien of the assessments, interest and charges, which became due prior to such sale or transfer, but in no such event shall the prior Owner of said Lot be relieved of any liability for such obligation and debts. No sale or transfer pursuant to any foreclosure proceeding, or any proceeding in lieu thereof, shall relieve any Lot from any assessments thereafter levied or from the lien transfer shall release such Lot from liability for any assessment, interest or charges which thereafter become due or from any lien therefore.

Section 5.08 Collection of Assessment and Creation of Lien: If any assessment shall not be paid within Thirty (30) days from the date payment is due, the Association may sue the Owner and obtain a personal judgment against said Owner and/or may enforce the lien in the Circuit Court for Oakland County, Michigan in the same manner as, and by following similar procedures which are required for, the foreclosure of mortgages, whether by advertisement or judicial action, including the allowance of such cost and foreclosure of the mortgage.

Section 5.09 Action by Lyon Township: In the event the Association fails at any time to maintain the Common Areas in reasonable order and condition, Lyon Township may serve written notice upon the Association setting forth the manner in which the Association has failed to maintain the Common Areas and such notice shall include a demand that deficiencies of maintenance be cured within Thirty (30) days thereof and shall further state the date and place of a bearing thereof before the Township Board or such other board, body or official to whom the Lyon Township Board shall delegate such responsibility, which shall be held within Fourteen (14) days of such notice.

If deficiencies set forth in the original notice, or any modification thereof, shall not be cured within such Thirty (30)

day period or any extension thereof, Lyon Township, in order to prevent the Common Areas from becoming a nuisance, may maintain the same and the costs of maintenance shall be assessed against the Owners of the Lots and their respective successors and assigns, which assessment shall be payable in the manner required by Lyon Township. In addition to other methods of collection, Lyon Township shall have the right to place such assessment on the Township Tax Rolls of the assessed property.

**ARTICLE VI
(INTENTIONALLY OMITTED)**

**ARTICLE VII
(INTENTIONALLY OMITTED)**

**ARTICLE VIII
BUILDING AND USE RESTRICTIONS**

Section 8.01 Use of Lots: All Lots shall be used and occupied for single family residence only, and no building of any kind whatsoever shall be erected, re-erected, moved or maintained thereon except one single family dwelling house and appurtenant buildings on each Lot, as hereinafter provided. Such dwelling house shall be designed and erected to be occupied by a single family. A private attached garage for the sole use of the prospective Owner or occupant of the Lot upon which said garage is erected shall also be erected and maintained. No Lot shall be used as a road easement or road right of way.

Section 8.05 Animals: No farm animals, livestock or wild animals shall be kept, bred or harbored on any Lot, nor shall any animals be kept or bred for commercial purposes. Domestic animals commonly deemed to be household pets may be kept by the Owner and members of his/her household so long as such pets shall have such care so as not to be objectionable, dangerous or offensive to others. **In no event shall more than two (2) dogs be kept or harbored on any Lot.** No Pit Bulls, Rottweilers, or other aggressive dogs shall be allowed. All animals maintained on any Lot shall have such provisions and care so as not to become offensive to neighbors or to the community on account of noise, odor, being dangerous or unsightliness. Any dog kept by a resident on his/her premises shall be kept on a leash or in a dog run or pen, and shall not be allowed to run loose or unattended. Dogs shall not be allowed to run loose and shall not be left unattended. **Dog runs are permitted upon receiving written approval from the developer (or the homeowners' association after all control is relinquished from developer), provided that any such run does not exceed 150 sq. ft. in area,**

is only located to the rear of the dwelling unit, is only attached to the rear wall of the unit, and which does not extend beyond the sides of the house, and which is not visible from the front of the house. Barking dogs are not allowed to stay outside. The Association may levy a fine for each incidence of an infraction of the above rules upon homeowner. **Dogs may be contained by means of an invisible, low voltage electric fence. This shall be applicable to all phases.**

Section 8.06 Fences, Walls, Hedges, Etc.: No fence, wall or hedge of any kind shall be erected or maintained on any Lot without the prior written approval of the Developer or Committee. No fence, wall, etc. to enclose rear yard shall be allowed. No fence, wall or hedge shall be maintained or erected which blocks or hinders vision at street intersections. All fences and walls are subject to Lyon Township review and approval. No chain link fence shall be permitted except for dog runs as provided for in 8.05. No fence, wall or hedge shall be erected, grown or maintained in front of or along the front building line of a Lot or along side lot line. Fences may be approved for enclosing in-ground swimming pools in the rear yard, however the Committee shall limit the area of enclosure and in no manner shall the rear yard be enclosed just because a swimming pool is built. Developer may erect a decorative fence as Developer sees fit on the active recreation park (Carriage Club Park), next to Lots 41 & 42 and a perimeter fence on outside of the subdivision.

Section 8.07 Easements:

(a) Easements for the installation and maintenance of utilities, underground television cable, sewer lines, water mains, drainage lines, surface drainage swales, or any other improvements which would serve the residents of the subdivision, as established by Developer, its successors and assigns, are shown on the recorded plat. The use of all or part of such easements may be at any time or times hereafter be granted or assigned by developer, its successors or assigns, to any person, firm, governmental unit or agency which furnishes such services or utilities.

(b) No buildings may be constructed or maintained over or on any easements; however, after the aforementioned utilities have been installed, planting, fencing (where permitted), or other Lot line improvements shall be allowed, so long as they do not violate the provisions of this Article and do not interfere with, obstruct, hinder, or impair the drainage plan of the subdivision and so long as access be granted, without charge or

liability for damages, for the installation and/or maintenance of the utilities, drainage lines and/or additional facilities.

(c) Private easements for public utilities have been granted and reserved on the plat of the subdivision.

(d) Consumers Energy Company, 1945 West Parnall Road, Jackson, MI 49201, Phone (517)788-1421, has a high pressure natural gas easement for a pipe line known as the Panhandle Eastern Pipe Line as recorded in Liber 1405, Page 259, Liber 6985, Page 687 and Liber 13911, Page 134 on or across lots 4-19, 39-50, 60-67, 70-78 Carriage Club Park and Greenbelt #1 as depicted on the final plats of Carriage Club Subdivision and Carriage Club Subdivision Phase II.

(i) The above lot owners and all lot owners of Carriage Club Subdivision Phase I, Carriage Club Subdivision Phase II, and Phase III accept and acknowledge the Consumers Energy Co. high pressure natural gas pipeline and its easement. A Consumers Energy Co. representative must be present during any excavation activity on or adjacent to the pipeline or other company facilities. Call 1-(517) 788-1421 with 3 DAY (WORKING/BUSINESS DAYS) prior notice and MISS DIG 1-800-482-7171 before any digging or earth moving commences.

(ii) Pipeline Easement Restrictions and Requirements for Consumers Energy.

1. It is State Law that the contractor contacts the Utility Communications System (Miss Dig Phone 1-800-482-7171) 72 HOURS before starting any work.

2. No building, sheds, septic systems, drain fields, water wells, manholes or other facilities shall be located on the Company's right of way.

3. No ground cover is to be removed from the Company's right of way.

4. No trees shall be planted on the Company's right of way. Shrubs are permitted on the right of way provided they do not exceed 7 feet in height and they are not planted within 5 feet of the existing pipeline.

5. Fences are permitted on the Company's right of way provided fence posts and supports are placed at least 5 feet from existing pipeline if allowed per appropriate Declaration of Covenants, Conditions and Restrictions.

6. If heavy equipment is to cross the Company's existing pipeline, a minimum of 5' of cover shall be maintained over pipeline or protective bridging shall be provided and installed by the property owner. Drawings are available upon request showing acceptable bridging practices.

7. The construction of roads or buried utilities on the Company's right of way shall have prior approval. Any such facility that parallels a Company pipeline shall not be constructed closer than 15' from edge of pipeline. The installation of protective bridging under roads may be required. See item 6 above for details.

8. The depth of any buried utilities shall be maintained completely across the Company's right of way to achieve a minimum clearance of 24" from existing facilities and to accommodate future facilities that may be installed.

9. A buried utility that crossed the Company's existing pipeline shall cross as near 90 degrees to the pipeline as practicable in order to minimize the amount of pipeline that may have to be exposed.

10. The Company will not be responsible for the future cost of repairs to or replacement of driveways, paved areas, shrubs, sod or other property improvements located within the right of way resulting from the construction, repair or maintenance of a pipeline(s) or related facilities.

11. Five (5 WORKING/BUSINESS DAYS) working days before survey and any construction in this or any pipeline area, you must contact: Miss Dig at 800-482-7171.

8.07 (e) Michigan Consolidated Gas Company, 500 Griswold Street, Detroit, Michigan 48226, Phone 1-800-477-4747, has a high pressure natural gas line located in their 50' wide easement as recorded in Liber 2453, pages 131, Liber 4920 Page 826 and Liber 20409 Page 783. The easement and gas line runs through Carriage Club Subdivision Phase II and III and crosses lots 161, 162, 163, 173-176, 190-191, 193-194, 201-203, 210-211, 239-250, Carriage Club Park III, and Carriage Greenbelt #7. Lot owners of lots 161-163, 173-176, 190-191, 193-194, 201-203, 210-211, 239-250, Carriage Club Park III, and Greenbelt #7, and all lot owners of Carriage Club Subdivision, Carriage Club Subdivision Phase II and III acknowledge and accept the Michigan Consolidated Gas Company high pressure natural gas line pipeline and easement on their property and/or in the subdivision and

agree to follow and abide by all the easement restrictions, requirements and regulations. A representative must be present during any excavation activity on or adjacent to the pipeline, easement or company facilities. Call 1-248-685-0966 and Miss Dig 1-800-482-7171 three working days before digging.

(i) Pipeline Covenants and Restrictions on Property:

The term "Owner" shall mean at any given time the present current title holder of the Property.

1. Owner shall keep the property free and clear of trees, shrubs, ornamental plants, buildings, structures or any other obstruction which may endanger or interfere with the safety or efficiency of the pipeline(s), or its appurtenances, or with MichCon's rights under this Declaration.

2. Owner shall not remove any of the earthen cover, which lies over MichCon's pipeline(s).

3. Owner shall design any area subject to vehicle use across MichCon's pipeline(s) to engineering standards acceptable to MichCon. Owner will provide MichCon with a set of construction drawings within a reasonable amount of time prior to such construction. In any event, Owner shall notify MichCon, through MISS DIG, no less than three (3 BUSINESS/WORKING DAYS) business days in advance of any construction activity to be performed that involves the crossing or exposure of MichCon's pipeline(s).

4. MichCon shall have access to its easement over any existing or future roadway and at the ends of each easement.

5. Pipeline Easement Restrictions and Requirements for Consumers Energy and/or Michigan Consolidated Gas Company.

A. It is State Law that the contractor contacts the Utility Communications System (Miss Dig Phone 1-800-482-7171) **72 HOURS (3 BUSINESS/WORKING DAYS)** before starting any work.

B. No building, sheds, septic systems, drain fields, water wells, decks, manholes or other facilities shall be located on the Company's right of way.

C. No ground cover is to be removed from the Company's right of way.

D. No trees shall be planted on the Company's right of way. Shrubs are permitted on the right of way provided they do not exceed 7 feet in height and they are not planted within 5 feet

of the existing pipeline.

E. Fences are permitted on the Company's right of way provided fence posts and supports are placed at least 5 feet from existing pipeline if allowed per Carriage Club Subdivision Phase III restrictions.

F. If heavy equipment is to cross the Company's existing pipeline, a minimum of 5 feet of cover shall be maintained over pipeline or protective bridging shall be provided and installed by the property owner. Drawings are available upon request showing acceptable bridging practices.

G. The construction of roads or buried utilities on the Company's right of way shall have prior approval. Any such facility that parallels a Company pipeline shall not be constructed closer than 15' from edge of the pipeline. The installation of protective bridging under roads may be required. See item 6 above for details.

H. The depth of any buried utilities shall be maintained completely across the Company's right of way to achieve a minimum clearance of 24" from existing facilities and to accommodate future facilities that may be installed.

I. A buried utility that crosses the Company's existing pipeline shall cross as near 90 DEGREES to the pipeline as practicable in order to minimize the amount of pipeline that may have to be exposed.

J. The Company will not be responsible for the future cost of repairs to or replacement of driveways, paved areas, shrubs, sod or other property improvements located within the right of way resulting from the construction, repair or maintenance of a pipeline(s) or related facilities.

K. Five (5 **WORKING/BUSINESS DAYS**) working days before survey and construction in this area, you must contact: Miss Dig at 1-800-482-7171. These restrictions shall run with the Property and shall be binding upon all Owners, successors, lessees or assigns and their authorized agents, employees or persons acting under their direction and control, and shall continue until MichCon or its successor approves modification or rescission of this Declaration.

MichCon may enforce the restrictions set forth in this Declaration by legal action in a court of appropriate jurisdiction. MichCon also has the right to remedy any breach of

the above restrictions and shall not be liable for damages resulting from such action and Owner shall reimburse MichCon for its costs of such remedy.

6. Upon any sale from the Developer and/or Builder of any lot within Carriage Club Subdivision Phase III, the Purchaser shall sign an Acknowledgment in recordable form, which states that they understand that the lot they are purchasing is subject to a gas line easement and that certain restriction as contained in the Carriage Club Subdivision Phase III Declaration of Covenants Conditions and Restrictions apply.

7. On any lot in any Phase of the Carriage Club Subdivisions which is encumbered by a gas line easement, there shall be a metal sign located at the center of the rear property line which shall be between 2 1/2 feet and 3 feet tall and which shall be a minimum of 10" x 10" or at a different location, shape or size approved by the Township, which states the following: "This lot subject to gas pipeline restrictions". Further, this sign must be maintained by the Carriage Club Homeowner's Association.

8. The Association shall print a reminder about the high pressure gas lines which traverse any Phase of the Carriage Club Subdivisions in each newsletter, notice of dues, web site and any other major form of communication sent to all the members of the Association, which reminds people of safety concerns related to the high pressure gas line and lists by address, all residences which are encumbered by a high pressure gas line easement.

8.07(f) Storm Water Retention Area & Storm Water Drainage System: The costs of maintenance, repair and replacement of the Storm Water Detention Area and the Storm Water Drainage System of The Carriage Club Subdivision (Phase I & II) and Carriage Club Phase III shall be borne by the Association unless and until easements therefore have been duly granted to the Oakland County Drain Commissioner as presently intended by Developer whereupon the responsibility for any mowing and/or other landscaping of the Storm Water Detention Area shall at all times, before and after dedication (if ever) of easements, be that of the Association.

8.07(g) Water and Sanitary Sewer Easement for Subdivision. Carriage Club is subject to a perpetual and permanent easement in favor of the Charter Township of Lyon (collectively referred to as "grantee"), and grantee's successors, assigns and transferees, in, over, under and through the property described as Carriage Club Subdivision Phase III, which easement may not

be amended or revoked except with the written approval of grantee, and which contains the following terms and conditions and grants the following rights:

1. The easement shall be for the purposes of developing, establishing, constructing, repairing, maintaining, water supply system and sanitary sewer system, or related appurtenances, in any size, form, shape or capacity;
2. The grantee shall have the right to sell, assign, transfer or convey this easement to any other governmental unit;
3. No owner in the subdivision shall build or convey to others any permission to build any permanent structures on the said easements;
4. No Owner in the subdivision shall build or place on the area covered by the easement any other type of structure, fixture or object, or engage in any activity or take any action; or convey any property interest or right, that would in any way either actually or threaten to impair, obstruct, or adversely affect the rights of grantee under said easements.
5. The grantee and its agents, contractors and designated representatives shall have right-of-entry on, and to gain access to, the easement property.
6. All owners in the subdivision release grantee and its successors, assigns or transferees from any and all claims to damages in any way arising from or incident to the construction and maintenance of a water supply system or otherwise rising from or incident to the exercise by grantee of its rights under the said easement, and all owners covenant not to sue grantee for any such damages.

The rights granted the Charter Township of Lyon and their successors and assigns, under Section 8.07 (g) of these restrictions may not, however, be amended without the express written consent of the grantee hereunder. Any purported amendment or modification of the rights granted thereunder shall be void and without legal effect unless agreed to in writing by the grantee, its successors or assigns.

Section 8.07 (h) Oakland County Drain Commission has an easement on lot 191, 192 and Passive Open Space III, as depicted on Final Plat for Carriage Club Subdivision Phase III for the purpose of protection of the Community Well, which prevents any Storm Sewers, Sanitary Sewers, Houses, Garage or any other structures

to be located in said easement or "Buffer Zone".

Section 8.07 (i) Off site drainage easement: There is a 20' easement on the north 20' of 25045 Belladonna, recorded in liber 35651 page 114, Oakland County records which is for the purpose of storm water drainage from Carriage Club Subdivision Phase III. The Association has agreed to permanently maintain, repair or replace any drainage pipe, catch basin, end section or ditches in the above easement.

Section 8.07 (j) There may be additional easements obtained in the future between 25600 and 25500 Belladonna for the purpose of storm water drainage from Carriage Club Subdivision Phase III. The Association has agreed to permanently participate in the maintenance of any other future easement or drainage right of ways on 25600 and 25500 Belladonna which the township of Lyon determines are affected by water run-off from Carriage Club. The Township of Lyon shall also determine the Association's portion of any maintenance cost.

Section 8.07 (k) There is a 12' wide centerline pole line easement and two adjacent 15' wide easements for tree trimming in favor of Detroit Edison, as recorded in Liber 24340, page 363, Liber 3654 Page 682 and 683, depicted on final plat of Carriage Club Subdivision Phase III, which passes or crosses lots and/or Open Space III and other open spaces of the various subdivisions.

All lot owners of all Phases of the Carriage Club Subdivisions including Lot Owners of Carriage Club Subdivision Phase II hereby acknowledge and agree with the terms, conditions and regulations of above easement. The 12' wide pole line easement is to construct, reconstruct, operate and maintain overhead and underground electric lines including poles, wires, manholes, conduits, cables and equipment. Edison may trim or cut down trees, bushes or branches in the easement that Edison believes could interfere with the operation and maintenance of its facilities. No buildings, structures or flammable materials of any kind shall be placed or stored in the easement without Edison's prior written consent.

Also two fifteen foot wide tree trimming easements, lying adjacent to and parallel with each side of the pole line easement, for the right to trim or cut down any trees, bushes or branches that Edison believes could interfere with or grow to the point of interfering with the operation and maintenance of existing or future Edison facilities in the pole easement.

Section 8.08 Temporary Structures: Trailers, Motor Homes, Recreational Vehicles, tents, shacks, sheds, barns, or any temporary buildings of any description whatsoever, are expressly prohibited and no temporary occupancy shall be permitted in unfinished residential buildings.

Section 8.09 Sales Agency and/or Business Office: Notwithstanding anything to the contrary elsewhere set forth herein, Developer and/or any builders which it may designate, may construct and maintain a sales agency and/or a business office upon any Lots which they may select, or may use a model house for such purposes, or install and maintain a trailer as a sales model or construction office upon a Lot, and Developer and such designated builders may continue to do so until such time as all of the Lots of which Developer or such designated builders have any interest and are sold by them in all Phases. Any sales agency or business office cannot be established without prior Township approval.

Section 8.10 Lease Restrictions: No owners of any Lot shall lease and/or sublet less than the whole of any dwelling on any Lot.

Section 8.11 Exterior Surface of Dwellings: Brick, culture stone or natural stone shall constitute Fifty (50%) percent of exposed front of house. Front building line must have at least one (1) off set. Other siding material may be wood, stucco, vinyl or aluminum. Asphalt siding is not allowed. Roof pitches shall be a minimum of an 8/12 pitch on front of houses. There must be at least one gable on front of house or a hip roof design is also permitted.

Section 8.12 Destruction of Building by Fire, Etc. Any debris resulting from the destruction in whole or in part of any dwelling or building on any Lot shall be removed with all reasonable dispatch from such Lot in order to prevent an unsightly condition.

Section 8.13 Landscaping: As used in this section, the term "owner" shall mean the persons or person who purchase a dwelling from a builder, and each subsequent purchaser of the residence. Upon completion of a dwelling, the owner shall cause the lot on which the dwelling is located to be finish graded and seeded or sodded and suitably landscaped within twelve months of closing on the home and lot. The developer shall be responsible for planting street trees and landscaping of common areas in accordance with the approved Landscape Plan prepared by Kenneth Weikal, revision dated 11/13/98, Upon taking possession of the

dwelling and lot, the lot and road right-of-way contiguous to each lot, including landscaping and lawns, shall be maintained in a neat and orderly appearance by the owner at all times.

Section 8.14 Sidewalks. A 5-ft wide concrete sidewalk shall be constructed by the developer within the right-of-way of Martindale and Eleven Mile Roads, as shown on the approved Landscape Plan prepared by Kenneth Weikal, revision dated 11/13/98. The sidewalks shall be maintained by the Association. A 5 foot wide concrete sidewalk shall be constructed in the right of way of all roads in Carriage Club Subdivision Phase III, as shown on the Final Preliminary Plat. The Developer shall construct any sidewalks adjacent to open space, detention ponds, well house or common areas. The original Builder of each home and home owner of original home shall be responsible to construct the sidewalk in front of their lot at the time the home is constructed and before occupancy, each homeowner shall be responsible for maintaining the sidewalk in front of their lot and the Association shall be responsible for maintaining all other sidewalks. **Snow shall be removed within 48 hours.**

8.14(a) There shall be 5ft wide concrete sidewalks on both sides of the streets in Carriage Club Subdivision Phase II. The builder of each house shall install a 5ft wide 4 inch thick concrete sidewalk located 1 inch inside the road right of way in front of their lot while the home is being constructed. The developer shall install sidewalks in front of any open spaces or common areas. Each homeowner or lot owner shall be responsible for installation, snow removal and maintenance of the sidewalk in front of their lot.

Section 8.15 General Conditions.

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

(b) No house trailers, commercial vehicles, camping vehicles, motor homes, camping trailers, boats, boat trailers, or trailers, may be parked on or stored on any Lot unless stored in a fully enclosed garage. Commercial vehicles and trucks, except pickup trucks, shall not be parked in the subdivision, or on any Lot therein, except while making normal deliveries or pickups in the normal course of business. However, a construction trailer may be maintained by Developer offering new houses for sale, only during the period when new houses are under construction in

the subdivision by that builder. **No Lot owner shall maintain a storage unit, bin, dumpster, POD or other temporary storage unit on any Lot without the prior written approval of the Board of Directors.**

(i) One unoccupied recreational vehicle or one boat may be temporarily parked or stored for a maximum cumulative period of **NOT MORE THAN 10 DAYS PER CALENDAR YEAR** by a family occupying the residence. The recreational vehicle shall be parked or stored behind the front setback line, but not closer than 3 feet to the property line, in such a way as not to become offensive or unsightly to the immediate neighbors in the vicinity where the same is parked or stored, but such recreational vehicle shall not be permanently parked or stored on said premises.

(c) No clothes lines shall be allowed.

(d) The grade of any Lot or Lots in the subdivision may not be changed without the written consent of the Committee and approval by Lyon Township. This restriction is intended to prevent interference with the master drainage plans for the subdivision.

(e) No "through the wall" air conditioners may be installed on the front wall or in any front window of the building.

(f) Outside compressors for central air conditioning units shall be located in the rear yard and must be installed and maintained in such a manner as to create no nuisance to the residence of adjacent dwellings. Location in side yards may be permitted with written approval of Developer.

(g) No swimming pool may be built which is higher than One (1) foot above the existing Lot grade. No above ground swimming pools shall be erected or maintained on any Lot.

(h) All Lots in the subdivision shall be used exclusively for single family residential purposes. Except as specifically permitted herein, no structure shall be erected, altered, placed or permitted to remain on any Lot other than One (1) single family dwelling not to exceed Two and One-half (2 1/2) stories in height, which must include an attached garage.

(i) No satellite dish, saucer or similar device shall be placed, constructed, altered or maintained on any Lot or any home constructed thereon, unless the Developer determines, in its sole discretion, that the absence of any such device creates a hardship with respect to a particular Lot and that sufficient

screening from view can and will be maintained and such device is of minimum size as not to establish an eye sore. Under no circumstance shall a satellite dish be installed or remain on the front of a home or in the front yard of a home. **Small satellite-type dishes no larger than 28 inches at largest point of diameter are allowed for television reception, DSL, internet and related transmissions. To the extent possible, homeowners shall locate said dish in the offset or in a manner that is compatible with the intent to have uniformity in the neighborhood and shall be applicable to all phases.**

(j) It shall be the responsibility of each Lot Owner to prevent the occurrence of any unclean, unsightly, or unkempt condition of buildings or grounds on each Owners Lot.

(k) No hunting, shooting or discharge of firearms shall be permitted on the Property.

(l) No Lot shall be subdivided, or its boundary lines changed, except with the written consent of the Developer in compliance with local ordinances and the Land Division Act. However, Developer hereby expressly reserves the right to replat any Two (2) or more Lots shown on the plat or preliminary plat of the Subdivision according to Section 560.104(a) of the Land Division Act, in order to create a modified building Lot or Lots and to take such other steps as are reasonably necessary to make such replatted Lots suitable or fit as building sites to include, but not be limited to, the relocation of easements, walk-ways and right-of-ways to conform to the new boundaries of said replatted Lot. Any such replatting shall be subject to prior approval by Lyon Township.

(m) Sheds, outbuildings or detached garages are prohibited.

(n) Deck design and material must be approved by the Developer and Lyon Township.

(o) Modular homes, prefabricated homes, used homes which are moved, or any preconstructed homes are expressly prohibited except for sales offices as mentioned above.

(p) Soil removal from Lots shall not be permitted, except as required for building construction and as permitted by Developer. Disturbance of the natural features of the lot as a result of construction shall be kept to a minimum except where re-grading has been approved for storm water management purposes.

(q) No building shall be erected on any Lot except by a contractor licensed by the State of Michigan for such purposes.

(r) Burning of wood as fuel to continually heat a home on a Lot is prohibited. Occasional fires in fireplaces are allowed.

(s) No trail bikes, motorcycles, snowmobiles or other motorized recreational vehicles shall be operated in any drain easement, side-strip, Green Belt, Common Areas, or retention area of the subdivision.

(t) No swimming pools, tennis courts, outdoor whirlpools, hot tubs, wood decks or other structures shall be constructed without the prior written approval of Developer. The construction of any swimming pool or any other recreational structure which has been approved in writing by Developer shall be constructed in accordance with this Declaration and with all applicable local ordinances and/or State Laws.

(u) No signs of any kind shall be placed upon any Lot or on any building or structure located on a Lot, or any portion thereof, unless the plans and specifications showing the design, size, materials, message and proposed location(s) have been submitted to, and approved in writing by Developer or the Homeowners' Association, with the exception of:

(i) Non-illuminated signs which are not more than Four (4) square feet in area pertaining only to the sales of the premises upon which it is maintained.

(ii) Non-illuminated signs which are not more than Two (2) square feet in area pertaining only to a garage sale conducted on the premises, which garage sale and sign placement shall not exceed four (4) days.

(iii) **Political signs** shall be allowed on an Owner's Lot for and during the **30 DAY** period prior to any election.

The foregoing restrictions contained in this subsection shall not apply to such signs as may be installed or erected on any Lot by Developer or any builder who owns Lots for resale in the ordinary course of business, during any construction period or during such periods as any residence may be used as a model or for display purposes. No exterior illumination of any kind shall be placed or allowed on any portion of a lot other than on a residential dwelling, unless first approved by Developer. Developer shall approve such illumination only if the type, intensity and style thereof are compatible with the style and

character of the development of the lot. Signs are subject to approval by Lyon Township.

(v) Each lot owner by taking conveyance of its lot hereby acknowledges and accepts that immediately adjacent to the subdivision there are farms with horses, cows, sheep and other animals which can cause obnoxious odors.

Section 8.16 Wetlands: The wetlands shall refer to regulated wetlands as depicted in (Final Preliminary Plat Phase III).

(a) The Wetlands shall not be modified in any manner unless a permit for such modification has been issued by Lyon Township, the Michigan Department of Environmental Quality and any other governmental unit or agency having jurisdiction over the Property.

(b) No building, structure, or addition, deck, patio, swimming or wading pool, tennis court, filling, grading, dumping of lawn clippings, or other improvement or development of any kind shall be permitted within a designated regulated Wetland area.

(c) The Wetlands area may only be used for passive recreational uses such as hiking, nature study, walkways or Boardwalks if MDEQ permit is received over wetlands, bird houses and bird feeders for installation and/or repair of improvements and utilities to the Subdivision as the Michigan Department of Environmental Quality may allow.

(d) The Wetlands are to remain substantially in their natural condition, unless the designation of the Wetlands area is ever altered by the Michigan Department of Environmental Quality.

(e) The Association shall be hereby empowered to maintain wetlands, do repairs to said wetland, and levy assessments for repairs against offending lot owners who have either filled or altered said wetland. Lyon Township shall also have authority to enforce the maintenance of the regulated wetlands.

(f) The Association and Lyon Township are granted a conservation easement, which is recorded in Liber 24735 and Pages 640 for Carriage Club Subdivision Phase II and a separate easement for Carriage Club Subdivision Phase III recorded in Liber 35804 Page 176 of Oakland County records, to provide for perpetual maintenance of Greenbelts, Carriage Club parks, Private Common Areas and Passive Open Space, which shall be maintained by the Grantor, and to protect and maintain the Passive Open Spaces, which shall remain in their natural and

undeveloped state.

Section 8.17 Intersection: A 25' clear area of unobstructed vision shall be maintained and keep clear of all structures and vegetation exceeding a height 30" above the average street grade on the corner of each street intersection.

Section 8.18 Existing trees eight (8") inches caliper measured at four (4') feet above grade and over shall be maintained on the lots, except that such trees may be removed if they interfere with the house, driveway, utilities, decks, grading of lots, 20' clear zone around house and reasonable open space (size to be determined by the Association) in the rear and front of the house.

Section 8.19 Water Supply and Sanitary Sewer Systems.

(a) No Lot shall be used for other than single family residential use.

(b) All dwelling units in Carriage Club subdivision shall be required to connect to the community potable water supply system owned by Lyon Township. The Association has no rights of ownership or control of the water supply system, which may be used to supply other developments in the Township. Lyon Township and the operator of the water supply system shall have total control over rules and regulations of the system (including irrigation rationing), pricing and collection of fees and enforcement of its policies including shutting off water to a lot for nonpayment of service fees or disregarding and disobeying rules or regulation of the water supply system.

(c) Although not considered health related, the elevated hardness (260-292 mg/L) may be objectionable as previously stated. Prospective residents are hereby made aware that softening or treatment systems may be necessary or desirable to prevent staining of fixtures or taste and/or odor problems which may arise with this water supply.

(d) Water Softeners and Discharge to Public Sanitary Sewer System: For purposes of maintaining permitted discharge limits established by the Michigan Department of Environmental Quality in the Lyon Township Waste Water Treatment Plant which serves the Subdivision, the use of sodium chloride in water softeners installed in homes or elsewhere within the Subdivision is prohibited. Potassium chloride or such other treatment as approved by the Township Building Official is permitted. Under no condition shall water softener discharge be allowed into the

sanitary sewer water collection system. Salt for water softener must be potassium chloride or other material approved by Lyon Township. Lyon Township may also designate specific types of water softeners which are more efficient or produce less salt residue.

(i) All lots in all phases of Carriage Club Subdivision, Carriage Club Subdivision Phase II and III shall be required to utilize water conserving water closets (toilets) and water conserving shower heads.

(e) Sanitary Sewer service shall be supplied by Lyon Township who shall establish rates and collect fees. An Act 451 Permit for the construction of the sanitary sewer system must be secured from the Michigan Department of Environmental Quality.

Section 8.20 Mailboxes: The design, installation and grouping of mailboxes shall be done at the direction of the developer, at the expense of each lot owner. It is the intent of these restrictions to enforce uniform design of mailboxes and to have mailboxes located in small groups of 2 to 4 boxes so as to enhance the aesthetics of the subdivision.

Section 8.21 Lots 238-239 shall have no direct vehicular access to Eleven Mile Road.

Section 8.22 Flag Poles may be installed in the front yard of any lot.

Section 8.23 The Association may levy reasonable fines for infractions of the above rules and regulations in Article VIII.

ARTICLE IX ARCHITECTURAL CONTROLS

Section 9.01 Architectural Controls. The purpose of Architectural Controls is to promote an attractive, harmonious residential development having continuing appeal. Accordingly, construction plans and specifications must be submitted to and approved by the Developer prior to the construction, addition, alteration or erection of any building, fence, wall or other structure.

Section 9.02 Submission of Plans and Plan Approval. All construction plans, plot plans, specifications and other related materials shall be filed in the office of Developer, or with any agent specified by Developer, for approval or disapproval. Plot plans shall include set-backs, Lot dimensions, road

right-of-way, regulated wetlands, utilities location, easements, proposed drainage, house, driveway, North direction, and grade elevations. Said construction plans and specifications shall show the nature, kind, shape, height, floor plans, elevations and materials (including samples of exterior building materials upon request). Developer shall have sole authority to review, approve or disapprove the plans or specification and/or any part thereof. Developer shall have the right to refuse to approve any plans or specifications or grading plans, or portions thereof, which are nor suitable or desirable in the sole discretion of Developer, for aesthetic or other reasons. In considering such plans and specification, Developer shall have the right to take into consideration compatibility of the proposed building or other structures with the surroundings and effect of the building or other structure on the view from adjacent or neighboring properties. It is desired that the natural landscape and trees be left in their natural state as much as possible or practical. A report in writing setting forth the decision of Developer, and the reasons therefore, shall be furnished to the applicant by Developer within Thirty (30) days from the date offering of complete plans, specifications and other materials by the applicant. Developer will aid and cooperate with prospective builders and make suggestions based upon its review of preliminary sketches. Prospective builders are encouraged to submit preliminary sketches for informal comment prior to the submission of architectural drawings and specifications. Failure of developer to give written notice of its disapproval of any final architectural plans and/or specifications submitted pursuant to the requirements of this Article IX within Thirty (30) days from the date submitted shall constitute approval thereof contingent upon submitter conforming to and adhering to covenant and deed restrictions of Carriage Club Subdivision, Carriage Club Subdivision Phase II and III. Approval by default shall not be construed as permission to omit or modify any deed restrictions. Developer shall be entitled to charge each applicant a review fee in an amount not to exceed Three Hundred and 00/100 (\$300.00) Dollars, to reimburse Developer for any actual costs incurred in connection with the review of said applicant's plans, specifications and related materials. Prospective purchaser of Lots may submit plans for approval before purchase of said Lot.

Developer, not being an architect or engineer, will not review the plans for structural stability, safety, zoning, building code violations, or appropriate grading and will not be responsible for said review. Neither Developer nor any person(s) or entity(ies) to which it delegates any of its rights, duties,

or obligations hereunder, including, without limitation the Association and Architectural Control Committee referenced in Section 9.03 below, shall incur any liability whatsoever for approving or failing or refusing to approve all or any part of any submitted plans and/or specifications.

Section 9.03 Architectural Control Committee. At such time as 75% of all lots in all phases have occupied homes and 75% of all lots in the last phase have been occupied, developer may elect to delegate and assign rights, duties and obligations as set forth herein, except for lots still owned in whole or part by Developer which will remain under complete architectural control of Developer. Until Developer so elects to assign control to either Lot Owners or the Association or to a committee representing the Owners of Lots or to the Association, provided that such assignment shall be accomplished by a written instrument wherein the assignee expressly accepts such powers and rights. Such instrument, when executed by assignee shall, without further act, release Developer from the obligations and duties in connection therewith. If such assignment or delegation is made, the acts and decisions of the assignee or delegate as to any matters herein set forth shall be binding upon all interested parties. If Developer assigns its rights and obligations under this Article IX to an Architectural Control Committee, said Committee shall consist of no less than Three (3) Members and no more than Five (5) Members of which one should have design or building experience, to be appointed by Developer. Developer shall also transfer his right to appoint members of the Architectural Control Committee to the Association. In addition, the Developer shall not be required to pass judgment upon any technical aspects of construction or whether construction plans meets zoning, building codes, structural stability, or safety requirements. The Developer's or Committee approval shall merely mean that the plans are in compliance with the intent and purpose of these restrictions and shall not be construed as to imply that the Developer has passed upon any other aspects of the plans, nor shall such approval imply that the building plans or specifications comply with zoning, building codes, safety requirements, or structural stability.

ARTICLE X GENERAL PROVISIONS

Section 10.01 (a) Annexation. Developer reserves the right in its' sole and absolute discretion at any time or times in the future to amend this Declaration and by recording such with the Oakland County Register of Deeds Office to add to it

one or more lots or one or more additional subdivisions of land contained in the property or lots or subdivision of land contiguous and adjacent to the property, hereafter developed and platted by Developer or its assigns. Above Amendments shall only need to be signed by the Developer. Additional lots and/or subdivision may or may not contain additional common areas, wetlands, and/or improvements. Any such amendment(s) to this Declaration shall provide that the owners of all of the residential lots added to Carriage Club Subdivision, Carriage Club Subdivision Phase II and III, or in additional Phases shall be required to be members of the Association and shall be subject to the covenants, restrictions, easements, charges and liens set forth herein. Such amendment(s) shall also provide that the common area contained within the Subdivision and all common areas later added to Carriage Club Subdivision, Carriage Club Subdivision Phase II and III, or additional phases shall be for the benefit and use of all Owners of all Lots in all Phases. Additional common areas may be annexed to the Association by Declarant without the consent or approval of the Association or of its members or any Owner. Any common area so added shall be maintained by the Association in accordance with the terms of these Deed Restrictions. Developer may modify or change building and use restrictions for future phases which are not yet recorded. These modifications or changes to later phases shall not change Building and Use Restrictions for Carriage Club Subdivision, Carriage Club Subdivision Phase II and III. However, even if there are changes or modifications to the Building and Use Restrictions, all phases shall be in the same association, use the same Committee, equally share in expenses and use of common areas, and all lot owners shall be equal members of the same association.

Section 10.01 (b) Amendment: The covenants, conditions, restrictions and agreements of this Declaration, as they relate to any Phase for which a final plat of subdivision has been recorded, may be amended by Developer, without the consent of any other Owner or any other person or entity whatsoever (whether or not any such person or entity shall now or hereafter have any interest in any Lot or portion of the Property, including mortgagees and others), at any time prior to the sale of the first Lot in said Phase, subject to the approval of the Lyon Township Board. Developer, without the consent of any other Owner of any person or entity whatsoever (whether or not any such person or entity shall now or hereafter have any interest in any Lot or portion of the Property, including mortgagees and others), shall also have the right to amend, modify or terminate, in whole or in part, the covenants, conditions, restrictions and agreements of this Declaration, as

they relate to any Phase within the Property for which a final plat of subdivision has not been recorded, subject to the approval of Lyon Township. In addition, provided that Developer has an ownership interest in all, or any part, of the Property, Developer, without the consent of any other Owner or any other person or entity whatsoever (whether or not any such person or entity shall now or hereafter have an interest in any Lot or portion of the Property, including mortgagees and others), may amend this Declaration as may be necessary or required to comply with the requirements of any federal, state, county or local statute, ordinance, rule, regulation or formal requirement relating to the Property or any part thereof, or to increase or decrease the amount of land described on Exhibits A and B of this Declaration as Developer deems necessary, subject to the approval of Lyon Township. The covenants, conditions, restrictions and agreements of this Declaration, as they relate to any Phase for which a final plat has been recorded may be amended, at any time following the date on which a Lot has been conveyed by Developer, by a written instrument recorded in the office of the Oakland County Register of Deed, signed by both:

(i) The Owners of Sixty (60%) percent of the total Lots contained within all Phases for which a final plat of subdivision has been recorded;

(III) Developer, in the event Developer than continues to own any Lots or any portion of the Property. In the event Developer has recorded a notice of relinquishment as to any portion of the Property for which a final plat has not been recorded, the Lots contained within said relinquished portion shall not be counted toward the percentage vote required hereinabove. Notwithstanding the foregoing, any and all such amendments shall be subject to the approval of the Lyon Township.

Except with regards to adding additional lots or phases which shall be governed by 10.01 (a) above.

Section 10.02 Term: The covenants, conditions, restrictions and agreements of this Declaration shall continue in full force and effect and shall run with and bind the land for a period of Twenty (20) years from the date this Declaration is recorded and shall thereafter automatically be extended for successive periods of Ten (10) years each.

Section 10.03 Enforcement: Developer, the Association and any Owner shall have the right to enforce, by proceedings at law or in equity, all covenants, conditions, restrictions, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by Developer, the

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

Section 10.04 Insurance Proceeds: All proceeds of any insurance maintained with respect to any assets of the Association, and the Common Areas and all proceeds of any condemnation proceedings or sales in lieu of condemnation relating to the assets of the Association or the Common Areas shall be paid to the Association and shall be the property of the Association and not to its Members or any other persons or entities.

Section 10.05 Severability: The invalidation of any one or more of the covenants, conditions, restrictions and agreements of this Declaration by judgment or court order, shall in no way affect the validity of any of the other provisions of this Declaration, and the same shall remain in full force and effect.

Section 10.06 Notices: Each Owner shall file the correct mailing address of such Owner with Developer and shall promptly notify Developer in writing of any subsequent change of address. Developer shall maintain a file of such addresses and make the same available to the Association. A written or printed notice, deposited in the United State Mail, postage prepaid and addressed to any Owner at his last known address shall be sufficient and proper notice to such Owner, wherever notices are required in this Declaration.

Section 10.07 Number and Gender: As used in this Declaration, any gender shall include any other gender, the plural shall include the singular and the singular shall include the plural, whenever appropriate.

Section 10.08 Execution of Additional Documents: Each of the Owners, at no expense to itself, hereby agrees, at the request of Developer or the Association, to perform such further acts and execute all such further documents as may be required or desirable in the sole discretion of Developer or the Association, to carry out the purposes of this Declaration.

(Signature)

(Signature)

Lot # _____ Phase _____

Lot # _____ Phase _____

(Printed Name)

(Printed Name)

(Address)

(Address)

City, State and Zip code

City, State and Zip code