

Stonewater

**Declaration of
Covenants,
Conditions and
Restrictions**

Dated: 12/15/98

DEC 17 1998

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\$136.00 DEED

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

Receipt #100972

\$4.00 RENOVATION

STONEWATER

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

NORTHVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter referred to as the "Declaration"), is made this 15 day of DECEMBER 1998, by Stonewater L.L.C., a Michigan limited liability company (hereinafter referred to as the "Declarant"), whose address is 3005 University Drive, Auburn Hills, Michigan 48326.

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Northville Township, Wayne County, State of Michigan, as legally described on Exhibit "A", which real property has been platted and is now known as STONEWATER SUBDIVISION NO. 1 in accordance with the Plat recorded in Liber 113, Pages 52 and 70, Wayne County Records (the "Subdivision"); and

WHEREAS, the Subdivision is a portion of a larger parcel of land of approximately 366 acres described on Exhibit "A-1" attached hereto which has been approved for platting and development with up to 426 lots and related open spaces (the "Development") pursuant to a final preliminary plat approved by the Board of Trustees of Northville Township on August 19, 1997 (the "Final Preliminary Plat").

WHEREAS, Declarant desires to impose upon the Subdivision (but not any property outside of the Subdivision, whether or not owned by Declarant) covenants, conditions, restrictions, easements, charges and liens in order to insure the most beneficial development of the Subdivision as a single family residential area, to prevent any use thereof which might tend to diminish its valuable or pleasurable enjoyment, and to assure the harmony, attractiveness and utility thereof, to provide for Lot Owners in the Subdivision to bear certain expenses, to impose other rights and obligations as set forth below, to provide for the preservation of certain services and facilities for the Subdivision and the permanent maintenance of such facilities by an Association comprised of Lot Owners in the Subdivision, to establish an Association to which shall be delegated the powers and responsibility to maintain and administer the facilities and certain Common Areas, which Association shall also be empowered to administer and enforce the covenants, conditions, restrictions, easements, charges and liens as set forth in this Declaration and to collect and disburse the assessments and charges hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that the Subdivision and each and every Lot therein shall be held, sold, transferred and conveyed subject to the following covenants, conditions, restrictions, easements, charges and liens which shall run with the Subdivision and each and every Lot therein and shall be binding upon and inure to the benefit of all parties having any right, title or interest in the Subdivision or any part thereof, their heirs, successors and assigns.

WHEREAS, as development of the remainder of the Development proceeds and plats are recorded, the subdivisions created by such plats will become subject to this Declaration by amendment signed and recorded by Declarant, its successor or assign, without the further consent of any of the Lot Owners, which amendment shall provide that each platted subdivision in the Development when and only when a plat of such subdivision is recorded

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shall be subject to the burdens and shall enjoy the benefits of this Declaration and that the Association shall include as Members all of the Lot Owners in such additional subdivisions.

ARTICLE I

DEFINITIONS

As used in this Declaration, the following terms shall have the following meanings:

A. **Additional Property.** "Additional Property" has the meaning assigned in Article II of this Declaration.

B. **Architectural Control Committee.** "Architectural Control Committee" shall mean the Committee appointed in accordance with the provisions of Article VIII below.

C. **Association.** "Association" shall mean *STONEWATER HOMEOWNERS ASSOCIATION*, a Michigan nonprofit corporation to be organized for a perpetual term by the Declarant and in which all Lot Owners shall be Members.

D. **Board of Directors.** "Board of Directors" shall mean persons appointed or elected to govern the affairs of the Association pursuant to the by-laws of the Association and this Declaration.

E. **Common Areas.** "Common Areas" shall mean and refer to all areas of land, if any, denoted as "Private Parks" on the recorded Plat of the Subdivision and all the Lakes which are contained within or adjacent to the Subdivision. "Common Areas", as used herein, shall also mean and refer to any other areas or use rights intended to be owned by the Association and to be devoted to the common use and enjoyment of the Lot Owners and any improvements thereon, specifically including: the Stonewater Creek, the leaching basins and other common storm water drainage facilities, the "Lakes" (defined below) contained within or adjacent to the Subdivision, the "Landscaping and Signage Areas" (defined below), and any other common landscaped areas, walking and/or bicycle paths, sidewalks in Common Area parks, boulevard medians, green belts along roads, walkway easements, cul-du-sac islands, storm water detention areas, storm sewers and appurtenances not in County dedicated rights of way and detention areas, if any, all recreational amenities, and all areas of the Subdivision not privately owned or which may be transferred to the Association from time to time. "Common Areas" do not include the sidewalks which the Lot Owners are individually responsible for as provided in Article VII, paragraph L. of this Declaration. Declarant may, from time to time, transfer any portion of the Subdivision to the Association. Such transfer shall be effective to convey all or any portion of the interest of Declarant to the Association, which shall be deemed to have accepted such conveyance and which shall maintain the property conveyed as provided herein or in the instrument of conveyance.

F. **Development.** "Development" means the land owned by Declarant described on Exhibit "A-1" and any other land contiguous thereto which Optionor may hereafter acquire.

G. **Dwelling.** "Dwelling" shall mean a single family residential dwelling.

H. **Final Preliminary Plat.** The "Final Preliminary Plat" shall mean the final preliminary plat of the Development approved by the Northville Township Board.

I. **Lakes** means the Lakes shown on the Final Preliminary Plat and contained within or adjacent to the subdivision as shown on the Plat.

J. **Landscaping and Signage Areas.** "Landscaping and Signage Areas" shall mean the areas shown on Exhibit "B".

K. Lot. "Lot" shall mean any Lot within the Subdivision, as such Lots are set forth in the Plat of the Subdivision.

L. Lot Owner. "Lot Owner" shall mean the holder of record title to a Lot, whether one or more persons or entities, and shall include any land contract vendees of the Lot. Optionees or land contract vendees of Lots owned by the Declarant shall not be considered Lot Owners, and shall have no voting rights hereunder. The term "Lot Owner" shall not include a mortgagee of a Lot unless and until such mortgagee acquires fee simple title to the Lot by foreclosure or other proceeding or conveyance in lieu of foreclosure and shall not include any interest in a Lot held as security for the performance of any obligation. In the event more than one person or entity owns an interest in fee simple title to any Lot, or has an interest as a land contract vendee (other than Lots owned by Declarant), the interests of all such persons collectively shall be that of one Lot Owner. Notwithstanding the foregoing, the optionee or land contract vendee of any Lot (including Lots owned by Declarant) shall be responsible for the payment of all assessments and charges imposed pursuant to this Declaration.

M. Member. "Member" shall mean all Lot Owners who are members of the Association as hereinafter provided.

N. Plat or Plats. "Plat" refers to the Plat of the Subdivision as recorded in Wayne County Records at Liber __, Pages _____ and _____.

O. Private Parks. "Private Parks" refers to the open spaces designated as Private Parks on the Plat.

P. Structure. "Structure" shall mean any building, structure, Dwelling, garage, shed, outbuilding, fence, wall, gazebo, hedge, or any other improvement whether temporary or permanent in nature.

Q. Subdivision. "Subdivision" shall mean the real property described in Exhibit "A" attached hereto and made a part hereof, according to the Plat thereof. If additional subdivisions are platted within the Development and are made subject to this Agreement, the term "subdivision" shall mean and include all the subdivisions so platted in the Development.

R. Township. "Township" shall mean and refer to the TOWNSHIP OF NORTHVILLE, Wayne County, Michigan.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is subject to and shall be held, transferred, sold, conveyed and occupied pursuant to this Declaration is more particularly described in Exhibit "A" attached hereto and made a part hereof, and includes one hundred and twenty (120) Lots plus the Common Areas. The Declarant reserves the right to annex additional property into the Subdivision which additional property is more particularly described on Exhibit "A-1" attached hereto and made a part hereof (the "Additional Property"). Notwithstanding anything herein to the contrary, such annexation will be effective on approval of Declarant without the consent of any other party, and may be accomplished by the recordation of an amendment hereto describing the land to be annexed. Common areas in the Additional Property annexed into the Subdivision (including any Lakes adjacent to the Subdivision as enlarged from time to time) shall be treated as Common Areas under this Declaration and, as such, shall be conveyed to the Association, subject to the use limitations and reservations established in the instruments of conveyance and annexation.

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Such combination of subdivisions shall be effective only after approval by Declarant or, after the conveyance of more than one hundred percent (100%) of the Lots in the Subdivision and the lots in any other actual or proposed subdivision which has or might thereafter be combined with or annexed to the Subdivision pursuant to this Article, by the holders of two-thirds (2/3) of all Members of the Association. It is the intention of this Declaration that the Declarant may add to the Subdivision all of the lots shown in the Final Preliminary Plat. All such lots are deemed part of a proposed subdivision for the purposes of this Declaration. On the effective date of any such combination the owners of lots in such other subdivisions and the owners of Lots in the Subdivision shall have reciprocal rights of access for the use and enjoyment of all Common Areas in the Subdivision and in the other subdivisions, subject to payment of fees therefor in accordance with Article V below, and further subject to any limitations on such use rights hereafter established by Declarant. Some or all of the property described on Exhibit "A-1" may be developed as a condominium. In that event, the Association shall upon request by the Declarant enter into a reciprocal easement agreement pursuant to which the residents of the condominium and the Subdivision shall share the use of the Common Areas (as defined herein) contained on their respective developments, the Association shall maintain all the Common Areas in both developments, and the residents of the condominium shall pay a share of the cost thereof based upon the ratio which the number of dwelling units contained in the condominium bear to the total number of dwelling units or homes in the condominium and the Subdivision.

ARTICLE III

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

A. **Membership.** Every Lot Owner shall be a Member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment hereunder. Optionees or land contract vendees of Declarant shall not be Members of the Association, but shall be fully responsible for all assessments and charges imposed hereunder against the Lots purchased. No Lot Owner, whether one or more persons, shall have more than one (1) membership per Lot owned. In the event a Lot Owner is more than one person or entity, votes and rights of use and enjoyment shall be as provided herein.

B. **Voting Rights.** Each Member shall be entitled to one (1) vote for each Lot owned. When more than one person or entity holds an interest in any Lot ("multiple ownership"), all such persons shall be Members but in no event shall there be more than one vote cast with respect to any such Lot. When more than one person or entity holds an interest in any Lot, such vote shall be exercised as the holders of such interests may, among themselves, agree and they shall so notify the Association in writing prior to any vote. Where a Lot is subject to multiple ownership, and the Lot Owners fail or refuse to notify the Association of the manner in which the multiple owners shall exercise their single vote within fifteen (15) days of the date set for the meeting, then and in such event the Lot Owner whose name first appears on record title shall be deemed the Member authorized to vote on behalf of all the multiple Lot Owners and any vote cast in person or by proxy by said Lot Owner or the failure of said Lot Owner to vote shall be binding and conclusive on all such multiple Lot Owners.

Notwithstanding the foregoing, no Member, other than Declarant, shall have the right to vote on Association matters, and the Declarant shall have the exclusive right to establish bylaws for the Association, to appoint the Board of Directors of the Association, and to amend this Declaration, all in Declarant's sole and absolute discretion, until the earlier to occur of: (a) such time as Declarant has sold, closed and conveyed title to not less than ninety-five percent (95%) of the total of the Lots in the Subdivision and the lots in any other actual or proposed subdivision which has been or which might thereafter be combined with or annexed to the Subdivision pursuant to Article II; and (b) such time as Declarant shall execute and deliver to the Association a written instrument executed by Declarant specifically relinquishing such exclusive voting rights. For the purposes of this paragraph, a sale and conveyance shall be deemed to have occurred only when a lot and home have been sold for occupancy. From and after the earlier of such dates, the Board of Directors shall be elected by the Members, and the Declarant shall have no further responsibilities with respect to the Association except for its responsibilities as a Member of the Association so long as it remains a Lot Owner.

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ARTICLE IV

EASEMENTS AND PROPERTY RIGHTS IN THE COMMON AREAS

A. **Lot Owner's Easement of Enjoyment.** Subject to the Covenants, Conditions and Restrictions of this Declaration, as the same may be amended as provided herein, every Lot Owner shall have a right and easement to use the Common Areas for their intended purposes, and such easement shall be appurtenant to and shall pass with title to every Lot. Declarant reserves the right (but not the obligation), in its sole and absolute discretion, to create recreational facilities for the benefit of all Lot Owners. Declarant further reserves the right, in its sole and absolute discretion, to specifically limit the use of Common Areas designated by Declarant to less than all of the Lot Owners. Any such Limited Common Area recreational facilities (i.e., facilities in which less than all of the Members are granted use rights) shall, nonetheless, in the sole and absolute discretion of the Declarant, be maintained by the Association and the costs of maintenance, repair and replacement of the Limited Common Areas and appurtenant recreational facilities shall be allocated equally only to those members granted use rights in the facilities. Declarant has no obligation to establish any Limited Common Areas or Limited Common Area recreational facilities. Declarant expressly reserves the right to establish separate Associations to own, maintain, repair, and replace recreational facilities that are limited in use to less than all of the Members.

B. **Title to the Common Areas.** At any time prior to the conveyance by deed of the last Lot in the Subdivision to a Member of the Association, Declarant shall convey the Common Areas to the Association, free and clear of all liens and encumbrances, except easements and right-of-ways of record, and subject to the Covenants, Conditions and Restrictions of this Declaration.

C. **Association's Rights in the Common Areas.** The Association shall have the right to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Lot Owners who have the right to use such Common Areas; provided, however, that any dedication, transfer, or determination as to the conditions thereof shall be effective only upon execution of a consent signed by Declarant or, upon the closing of Declarant's sale of not less than ninety-five percent (95%) of the Lots in the Subdivision and the lots in any other actual or proposed subdivision which has been or might thereafter be combined with or annexed to the Subdivision pursuant to Article II, by the holders of two-thirds (2/3) of all Members of the Association granted the right to use such Common Areas pursuant to this Declaration and which is recorded and confirms or approves such dedication, transfer or determination; and further provided, however, that any dedication, transfer or determination as to the conditions thereof shall be effective only upon the prior consent thereto being received from the Township. The Association shall comply with all applicable laws in connection with any such dedication, including but not limited to any applicable provisions of the Land Division Act MCL 560.101-560.293, as amended (the "Land Division Act"). Anything contained herein to the contrary notwithstanding, Declarant shall have the exclusive right, subject to compliance with all applicable laws, including but not limited to any applicable provisions of the Land Division Act, to grant public or private easements or rights-of-way to public or private utilities or governmental bodies in, over or upon the Common Areas prior to conveyance to the Association and the Association shall receive the same subject thereto. Declarant shall also have the right to create recreational amenities within the Common Areas as may be approved by the Township prior to conveyance to the Association, such as pools, tennis courts, gazebos and related amenities. Any such recreational facilities may be limited in use to less than all of the Lot Owners, as provided in paragraph A. of this Article IV.

D. **Landscaping and Signage Areas.** The Landscaping and Signage Areas shown on Exhibit "B" have been established by Declarant for the benefit of all Lot Owners and are subject to use by the Association for landscaping and signage purposes. During the period that Declarant is in control of the Association pursuant to Article III, paragraph B, Declarant reserves the right to: (1) use all Landscaping and Signage Areas to promote the

sale of Lots and homes in the Subdivision; and (2) in the exercise of Declarant's sole and absolute discretion, to modify, expand or abandon the Landscaping and Signage Areas. The Lot Owners, including land contract and option purchasers of Lots from Declarant, are obligated to pay their pro rata share of the cost of maintaining the landscaping, berming and other improvements including, but not limited to, signage for the Subdivision installed by Declarant in the Landscaping and Signage Areas.

ARTICLE V

MAINTENANCE AND ASSESSMENT COVENANT

A. **Association Responsibilities.** Except as hereinafter provided, the Association shall have the duty and responsibility to maintain the Common Areas for the benefit of the Subdivision.

B. **Lien and Personal Obligation for Assessments and Charges.** Declarant, for and on behalf of each and every Lot owned within the Subdivision, does hereby covenant and agree and each Lot Owner by acceptance of a deed therefor whether or not it shall be set forth therein, is deemed to covenant and agree to pay to the Association: (a) all annual assessments or charges when due; (b) special assessments, if any, for capital improvements to be established and collected as hereinafter set forth; (c) special assessments against the Lot Owner for the cost of installing, maintaining and where needed replacing of sidewalks, street trees, mailboxes, and (where applicable) shoreline improvements which are the obligations of Lot Owners under the terms of this Declaration; and (d) charges assessed by the Township against the Subdivision or the Declarant that are directly or indirectly attributable to the construction of a home on the Lot as described in paragraph G of this Article V and paragraph I of Article VII, and each Lot Owner does covenant, agree and accept all of the terms, conditions, covenants and agreements hereof in accordance herewith. As provided in Article I above, any optionee or land contract vendee of any Lot shall be responsible for the payment of all assessments and charges imposed pursuant to this Declaration.

C. **Purpose of General Assessments; Collection by the Township.** The purpose of the general assessments levied by the Association shall be for the fulfillment of the obligations of the Association hereunder, including but not limited to those undertaken under Article XI below, and for the repair, maintenance, operation, management and improvement of the Common Areas, including but not limited to the payment of all taxes and insurance thereon, the repair and replacement thereof, the operation thereof, additions thereto and improvements thereon, and for the cost of labor, equipment, materials, management and supervision for and in conjunction therewith. Notwithstanding anything contained herein to the contrary, in the event the Association fails or refuses to provide the necessary repairs, maintenance, operation, management and improvement of the Common Areas, then and in such event the Township shall have the right but not the obligation to assess all costs for the same under and pursuant to this Declaration and each Lot Owner consents to such assessment and agrees that such assessment shall be payable on demand to the Township. In addition to other methods of collection, the Township shall have the right to place such assessment on the Township tax rolls of the assessed property.

D. **Annual Assessments.** Until January 1 of the year immediately following the first conveyance by Declarant of a Lot to a Lot Owner who is a Member of the Association, the minimum annual assessment shall be Five Hundred Dollars (\$500.00) per Lot.

1. From and after January 1 of the year immediately following the first conveyance by Declarant of a Lot to a Lot Owner who is a Member of the Association, the maximum annual assessment may be increased or decreased annually as may be determined by the Board of Directors of the Association (the "Board of Directors"). Notwithstanding the foregoing, in no event shall the annual assessment be increased during any calendar year by more than twenty-five percent (25%) of the annual assessment levied in the preceding calendar year except with the written consent of the Declarant or, after conveyance of ninety-five percent (95%) of the Lots in the Subdivision and the lots in any other actual or proposed subdivision which has or may in the future be combined with or annexed to the Subdivision pursuant to Article II, by a vote of two-third (2/3) of each of the

Members of the Association who are voting in person or by proxy, at a meeting duly called for this purpose.

2. In the event the Board of Directors does not or cannot agree on any change from and after January 1 of the year immediately following the first conveyance of a Lot to a Lot Owner who is a Member of the Association, then and in such event the annual assessment shall continue at the rate of Five Hundred Dollars (\$500.00) per Lot, or such other annual rate hereafter established by Declarant pursuant to paragraph D.1. of this Article V; provided, however, that in the event of any annual deficit, the Board of Directors of the Association shall assess each Lot pro rata annually to pay any such deficits.

E. **Special Assessments.** In addition to the annual assessments provided for herein, the Association may levy special assessments applicable to an assessment year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement to a Common Area, provided, however, that any such special assessment shall first be approved by two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose and who have the right to use the Common Area as provided elsewhere herein.

F. **Uniform Assessment Rate.** All annual, special and deficiency assessments shall be fixed and established at the same rate for all Lots except to the extent the Declarant establishes Limited Common Areas, the costs and expenses of which shall be assessed only to the Lot Owners having use rights in the Limited Common Areas.

G. **Charges for Compliance with Ordinances, Laws, Rules or Regulations and Street Cleaning.** Each Lot, during and immediately after construction of any Structure on the Lot, is subject to such charges as are necessary to defray the cost of street cleaning and to pay any other costs imposed by the Township or any other governmental entity on the Declarant or the Subdivision that are directly or indirectly related to construction activities on Lots in the Subdivision. Any cost imposed by the Township or any other governmental entity on the Declarant or the Subdivision that directly or indirectly relates to the construction activities on one or more Lots shall be assessed against, and shall be payable by, the Lot Owners (or land contract or option purchasers from Declarant) of the Lots to which the costs are attributable.

H. **Notice and Quorum.** Written notice of any membership meeting called for any purpose hereunder shall be sent by first class mail to all Members at least twenty (20) days in advance of such meeting, and shall set forth the purposes thereof. At the first meeting of the Association, the presence of Members or of proxies entitled to cast thirty-five percent (35%) of all votes of the Members shall constitute a quorum. In the event the required quorum is not present at such meeting, another meeting may be called, upon notice as set forth herein, and the required quorum at such subsequent meeting shall be fifty percent (50%) of the required quorum at the preceding meeting.

I. **Commencement Date of Annual Assessments.** The first annual assessment shall commence and be due for each Lot from the Lot Owner on the date legal or equitable title is acquired from the Declarant. In the event of land contract or option sales by Declarant, the land contract vendee or optionee shall be responsible for all assessments for the Lot sold on land contract or option from the date of the land contract or option. The amount of the annual assessment which shall be due for the first annual assessment shall be an amount which bears the same proportion to the annual assessment specified in paragraph D of this Article V as the remaining number of months in that year bears to twelve (12). The annual assessments for any year, after the first assessment year, shall become due and payable on the first day of January of each year; provided, however, that the Board of Directors, in its discretion may establish an installment program for payment of the annual, special or deficit assessments and may charge interest in connection therewith, but each such assessment shall be and become a lien on each Lot on January 1 of each year after the initial year.

J. **Board of Directors' Duties; Indemnity.** Subject to the foregoing provisions, the Board of Directors of the Association, which shall consist of at least three (3) and not more than fifteen (15) persons, shall fix

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the amount of the assessments against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall prepare a roster of the Lots and the assessments applicable thereto to be maintained in the office of the Association and which shall be open to inspection by any Lot Owner at all reasonable times. Written notice of the assessment shall thereupon be sent to every Lot Owner subject thereto and the Association shall, upon demand and payment of a reasonable charge, furnish to any Lot Owner liable for such assessment a certificate in writing signed by an officer of the Association, which states whether such assessment has been paid and the amount of any due but unpaid assessments. To the fullest extent permitted by law and as more fully set forth in the by-laws of the Association, the Association shall defend, indemnify and hold harmless each member of the Board of Directors against all liability, costs and expenses (including attorneys' fees) incurred in the course of or as a result of their conduct in their capacity as members of the Board of Directors excepting only fraud and other forms of willful wrongdoing. The Association shall maintain insurance for such purpose.

K. Effect of Non-Payment of Assessments or Charges, Personal Obligation of the Lot Owner and Liens and Remedies of the Association. In the event any assessment or charge is not paid on the due date then such assessment or charge shall become delinquent and a lien therefor shall thereupon arise and shall, together with interest thereon and costs of collection therefor (as hereinafter provided), be and become a continuing lien on such Lot until paid in full, and such lien shall be binding upon the Lot, the Lot Owner thereof and his or her heirs, personal representatives, successors and assigns. Such assessments and charges shall also be a personal obligation and debt of each Lot Owner and shall be binding upon each Lot Owner and remain the Lot Owner's obligation and debt for the statutory period. Any successor or assign in or to title may obtain from the Association a written statement as to any unpaid assessments and charges on such Lot and such statement shall be binding upon the Association. In the event the assessment is not paid in full within thirty (30) days after delinquency, the assessment shall bear interest from the date of delinquency at the rate of seven (7%) percent per annum and the Association may bring an action at law against the Lot Owner personally obligated to pay the same or foreclose the lien against the Lot, and the costs of preparing and filing the complaint in such action and/or in connection with foreclosure shall be added to the amount of such assessment(s) and interest, and, in the event a judgment is obtained, the judgment shall include interest on the assessment(s) as above provided and reasonable attorneys' fees together with all costs and expenses of the action.

L. Subordination of the Assessment Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and any sale or transfer of any Lot shall not affect the assessment lien; provided, however, that the sale or transfer of any Lot in connection with a mortgage foreclosure preceding or any proceeding in lieu thereof, shall extinguish the lien of the assessments, interest and charges due prior to such sale or transfer, but in no event shall the prior Lot Owner thereof be relieved of any liability whatsoever for such obligation and debt. No subsequent sale or transfer shall relieve such Lot from liability for any assessments, interest or charges which thereafter become due or from any lien therefor. Nothing contained in this paragraph shall cause or require any lien imposed by Northville Township pursuant to the Township Agreements (as defined in Article XI below) to be subordinate to the lien of any first mortgage, and no such lien of Northville Township shall be extinguished by a mortgage foreclosure proceeding or any proceeding in lieu thereof.

M. Exemptions and Modification of Assessments.

1. The Common Areas shall be exempt from any regular assessments, special assessments or deficiency assessments and from and against any liens or encumbrances therefor.
2. The initial cost of development of the Common Areas for the purpose set forth on the Plat shall be borne and paid for by Declarant, and Declarant shall have no other obligation to construct improvements upon or develop any of the other Common Areas.
3. Declarant shall maintain the Lakes and other open areas shown on the Final Preliminary Plat at the Declarant's expense until such time as such Lakes and open spaces become part of a platted subdivision. In addition, Declarant (or its successor as owner of the unplatted portion of the Development) shall pay a share in

the cost of maintaining Stonewater Creek and any related leaching basins. Declarant's share of such costs shall be the proportion that the number of lots in the unplatted portion of the Development bear to the total lots in the Development as shown on the Final Preliminary Plat including the Lots in the Subdivision as expanded pursuant to Article II.

ARTICLE VI

ARCHITECTURAL CONTROL

A. No Structure may be commenced, erected, installed, placed, or maintained upon any Lot unless or until the Lot Owner of such Lot has submitted the following documentation to the Architectural Control Committee (which shall be initially controlled by Declarant as provided in Article VIII) and the Architectural Control Committee has approved all of such documentation in writing:

1. A topographic survey of the Lot prepared and certified by a licensed engineer or surveyor showing existing and proposed grades, the proposed location of each Structure located or to be located on the Lot, the location of all trees proposed for removal during construction, the plan for preserving trees to remain, and the soil erosion control plan for construction.

2. Construction and architectural plans prepared and certified by a licensed engineer or architect including dimensioned floor plans, typical sections and all elevations for the Structure to be constructed upon or in the Lot.

3. Specifications for each Structure prepared by a licensed architect or engineer setting forth the type and quality of all materials and workmanship and including a detailed finish schedule for all exterior materials, products and finishes, with actual samples of all exterior materials, including stain and brick color.

4. A construction schedule specifying the commencement and completion dates of construction of the Structures, as well as such other dates as the Architectural Control Committee may specify for completion of stages of the Structures.

5. A landscape plan, which shall be designed and implemented at the Lot Owner's sole cost and expense by a landscape architect appointed by the Declarant approved by the Architectural Control Committee in the exercise of its sole discretion.

6. A driveway plan, which shall be reviewed to ensure the location of all driveways in the Subdivision comply with Declarant's master driveway location guide. Declarant has sole and absolute discretion to establish, maintain, and amend the master driveway location guide and to approve the driveway location on every Lot in the Subdivision.

B. A Lot Owner (including land contract and option purchasers of Lots from Declarant) shall submit two copies of the aforescribed documents to the Architectural Control Committee, and the Architectural Control Committee shall retain one copy of each document for its records.

C. Declarant intends and desires that all Structures within the Subdivision be architecturally harmonious and architecturally pleasing and that the design and location of such Structures take into account the preservation of trees and the natural environment of the Subdivision. In order to insure that such goals are accomplished, the Architectural Control Committee shall, in its sole discretion, have the right to approve or disapprove the appearance (including, but not limited to, the color of stain, brick and roof tiles), construction,

materials, proposed location, design, specifications or any other attribute of any Structure.

D. A Lot Owner may only construct, install or place upon a Lot those Structures and landscaping materials that have been approved in writing by the Architectural Control Committee in the manner set forth herein. Before construction of any Dwelling or making any exterior improvement, change, or elevation change upon any Lot, a Lot Owner shall receive the written approval of the Architectural Control Committee. No application for a building permit or application for any other governmental approval or construction shall be filed until written approval of the Committee is received. No Structure shall be erected by anyone other than a licensed residential builder. The Architectural Control Committee shall approve in advance the licensed residential builder engaged by the Lot Owner to construct a Dwelling and any other improvements on the Lot Owner's Lot. The Architectural Control Committee may require that such builder or Lot Owner furnish to the Association adequate security, in the Architectural Control Committee's sole and absolute discretion, to protect the Association against costs and expenses which it might incur in connection with the failure to complete construction in a timely and diligent manner in accordance with the approved plans and specifications for the Dwelling and other improvements.

E. The following additional requirements, restrictions and regulations shall apply to all construction activities on Lots in the Subdivision unless waived in writing by the Architectural Control Committee:

1. The Architectural Control Committee shall have the right to establish and enforce such rules and regulations relative to the performance of construction activities within the Subdivision (whether or not in connection with the construction, repair or maintenance of a Dwelling or other Structure) as the Architectural Control Committee determines to be appropriate in order to maintain the tranquility, appearance and desirability of the Subdivision.

2. All construction activities must be started within two (2) months of the time specified in the construction schedule submitted to and approved by the Architectural Control Committee. Prior to commencement of construction, the Lot Owner must obtain all permits or approvals required by the Township.

3. No approval by the Architectural Control Committee shall be valid if the Structure or improvement violates any of the restrictions or requirements set forth in this Declaration, except in cases where waivers or variances have been granted as provided for in this Declaration.

4. The Architectural Control Committee may disapprove plans because of noncompliance with any of the restrictions or requirements set forth in Articles VI and VII of this Declaration, or because of reasonable dissatisfaction with: (a) the value of the proposed landscaping improvements; (b) the grading and drainage plan; (c) the location of the Structure on the Lot; (d) the materials used; (e) the color scheme; (f) the finish, design, proportions, shape, height, style or appropriateness of the proposed improvement or alteration; or (g) because of any matter or thing which, in the reasonable judgment of the Committee, would render the proposed improvement or alteration inharmonious or out of keeping with the objectives of the Committee or with Structures erected on other Lots in the Subdivision.

F. The Architectural Control Committee shall have ten (10) business days after the receipt of all required plans and specifications to issue a written approval or denial. If the Architectural Control Committee fails to issue a written approval or denial of the plans and specifications within the ten (10) day period, then written approval will not be required and the plans and specifications submitted shall be deemed to comply with this Article and Declaration.

G. The Committee may charge a review fee, not to exceed Two Hundred Fifty Dollars (\$250), in connection with the review of plans and specifications for any Structure or combination of Structures on any Lot, or in regard to the substantial alteration of any Structure. The fee may not be utilized for the purpose of paying any salary to any Member of the Committee, but shall be used exclusively for the purpose of reimbursing the actual expenses of the Committee, including, without limitation, the professional fees of independent consultants to the

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Committee.

H. All structures built in the Development shall comply in all respects with the ordinances and regulations of Northville Township subject to the terms and conditions of the Consent Judgment.

ARTICLE VII

BUILDING, USE AND OTHER RESTRICTIONS AND EASEMENTS

A. **Residential Lots.** No Lot subject hereto shall be used except for residential purposes. 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 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 Dwelling which shall include an attached private garage for not more than four (4) cars for the sole use of the Lot Owner or occupant of the Lot upon which such Dwelling 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 contain the following minimum square footage requirements:

1. Single story: 1,750 square feet;
2. One and one-half story (master bedroom on first floor, split level): 2,200 square feet, with at least 1,600 square feet on the first floor; and
3. Two story (master bedroom on second floor): 2,350 square feet, with at least 1,600 square feet on the first floor.

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). Not less than seventy-five percent (75%) of each of the first floor exterior walls and seventy-five percent (75%) of below grade exterior walls of all Dwellings shall be covered with brick, stone, drivit or other masonry. In determining the area of a wall for the foregoing purpose, the area of windows and doors shall be disregarded. The remaining twenty-five percent (25%) of the first floor exterior walls and all of the exterior walls on all other above grade floors shall be of brick, stone, masonry and/or wood, staccato, 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 VII., subparagraph B. shall be permitted unless prior written approval for same shall first have been obtained from Declarant or the Architectural 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 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 by the Consent Judgment, which imposes the following Limitations.

1. The front yard setback line shall be at least thirty (30) feet.
2. The rear yard setback line shall be at least thirty-five (35) feet.
3. The width of panhandle or irregularly shaped lots will be measured across the front building line and the front yard set back will be measured from that line.
4. Front, rear and side yards smaller than those stated above shall only be permitted if a variance from the setback or setbacks is granted by the Architectural Control Committee in order to allow different home styles on a particular Lot (subject to Township variance approval). Approval of a variance by the Architectural Control Committee of setbacks less than those established above will be permitted if (i) the configuration of the proposed home or the grade, soil or other physical conditions pertaining to a Lot justify such a variance and (ii) the variance is permitted by Northville Township.
5. Side yard set backs will be both (a) not less than 8 feet and 22 feet from the side boundaries of lots and (b) not less than 30 feet between houses and shall conform to the approved driveway plan.
6. Side driveways may be less than 4 feet from side lot lines only if there is a six inch non-mountable curb along the length of any portion of the driveway which is less than four feet from the side lot line.
7. In calculating the height of buildings located on sloping grades, the height shall be measured from the average ground level of the grades at the exterior building walls excluding exposed grades of exterior basement walls, provided that the height shall not exceed 35 feet above the ground level at the front of the building.
8. Decks and patios will not extend more than twelve (12) feet from the rear of a building into the rear yard except that in the case of a home built with a rear yard set back of greater than thirty-five feet, the deck or patio may extend one additional foot into the rear yard for each one foot by which the home's set back exceeds 35 feet.
9. No homes will be constructed with a front facing garage door except that corner lots may have garage doors facing whichever street side is not designated as the front.

E. **Trees.** All Lot 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.

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 Lot Owners.

G. Restrictions on the Use of Common Areas.

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 (except as permitted in paragraph 2), automobiles, trucks and vans, are expressly prohibited from operation or storage in the Common Areas.

2. Watercraft and Docks. Use of motorized boats will be prohibited on all the Property's lakes except that on Parkshore Lake, Stoneridge Lake, and Teal Lake, boats powered only by electric motors of three (3) horsepower or less will be permitted. All docks will be installed parallel to the shore line and will not exceed sixteen (16) feet in length and five (5) feet in width.

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

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

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

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

7. Fertilizer and Pesticide Use. No Lot Owner shall apply fertilizer or pesticides to such Lot 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 Lot Owner shall cause any pollutants or debris to be released in any Lakes.

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

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

10. 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 Areas as well as other matters relating thereto.

H. Reservation of Rights. Declarant reserves for itself and for the Association and their respective agents the right to enter upon any Lot for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, that in the opinion of Declarant or the Association detracts from the overall beauty, setting and safety of the Subdivision. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. Declarant and the Association and their respective agents may likewise enter upon any Lot to remove any trash which has collected on the Lot without such entrance and removal being deemed a trespass.

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The provisions of this paragraph shall not be construed as an obligation on the part of Declarant or the Association to mow, clear, cut, or prune any Lot nor to provide garbage or trash removal services.

I. **Street Cleaning.** The Declarant shall have the right from time to time to cause the streets in the Subdivision to be cleaned and to assess all Lot Owners engaged in construction (including installation of landscaping) on or within thirty (30) days prior to the cleaning for a pro rata share of the last of the street cleaning. In the event the Township or any other governmental authority issues the warning or ticket for a violation of ordinance or law on any Lot, Declarant shall have the right to remediate the item for which a warning or ticket is issued and assess the Owner of the Lot (or the land contract or option purchaser of the Lot from Declarant) on which the work was done for the cost of the same. Any such cost assessed shall be a lien on the Lot assessed as provided in Article V of this Declaration.

J. **Unightly Conditions.** It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or ground on the Owner's Lot that tend to substantially decrease the beauty of the Subdivision as a whole or any specific area thereof. No lawn ornaments, sculptures or statues shall be placed or permitted to remain on any Lot.

K. **Driveways and Garages.** The location of all driveways shall be approved by the Architectural Control Committee prior to construction. All driveways shall be paved with hard surface materials. There shall be no gravel or other crushed stone driveways. All driveways shall be completed prior to occupancy of the Dwelling to be served by such driveway, except to the extent delayed or prohibited by strikes or adverse weather conditions, in which event such paving shall be completed within sixty (60) days after the termination of such strike or adverse weather conditions. No front entry garages shall be erected or maintained. The Architectural Control Committee shall have sole and absolute discretion to determine whether a proposed garage is front or side entry.

L. **Sidewalks.** Each Lot in the Subdivision shall at the time of construction of a Dwelling thereon also have constructed and installed thereon a 4" thick concrete sidewalk, 5'0" in width, located 1'0" from the property line of the Lot and running within the public right-of-way parallel to the adjoining street at the front of the Lot and at the side of the Lot in the case of corner Lots. Each sidewalk on a Lot shall tie in with the sidewalk existing or to be built on the adjacent Lot(s), if any, and in the case of corner lots the sidewalk shall be constructed to meet each of the intersecting streets. Notwithstanding anything to the contrary, all sidewalks shall be constructed and installed in accordance with the requirements of the Board of Wayne County Road Commissioners and the Township. Sidewalks located in the public right-of-way immediately adjacent to a Lot shall be maintained, repaired and replaced by the Lot Owner of the Lot to which the sidewalk is adjacent, not by the Association or any governmental entity. Maintenance shall include snow removal. If a Lot Owner fails to install, maintain, and/or replace sidewalks as needed within thirty (30) days after written request to do so by the Association, the Association may, but shall not be obligated to, perform the installation and maintenance and/or replacement and assess the Lot Owner with the cost. Such a special assessment shall be a lien against the Lot Owner's Lot as provided in Article V of this Declaration. In order to provide for flexibility in maintaining, repairing and replacing the sidewalks in the Subdivision, the Association, acting through its Board of Directors and after the affirmative vote of more than two-thirds (2/3) of the Lot Owners, may accept responsibility to maintain, repair and/or replace sidewalks in the Subdivision. Nothing herein contained, however, shall compel the Association to undertake such responsibility. Any such responsibilities undertaken by the Association shall be charged to the Lot Owners on a reasonably uniform basis as determined by the Board of Directors and collected in accordance with the assessment procedures established under Article V of this Declaration.

M. **Temporary Structures.** Trailers, tents, sheds, tool sheds, barns or any temporary buildings of any design whatsoever are expressly prohibited within this Subdivision and no temporary Dwelling shall be permitted in an unfinished residential building. This shall not prevent the erection of a temporary storage building for materials and supplies to be used in the construction of a Dwelling, and which shall be removed from the premises on completion of the Structure, and shall not prevent use by any builder or contractor of trailers for material storage or model offices during the period of construction in the Subdivision, provided the same shall be

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removed at the completion of such construction.

N. **Signs.** No signs of any kind shall be displayed to the public view on any Lot excepting one (1) professional sign of not more than five (5) square feet advertising the property for sale or rent, which shall have a black background, with silver, white or gold lettering. Such signs as are allowed must be maintained in good condition at all times and removed on the termination of their use.

O. **Livestock and Poultry.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats or other household pets which may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

P. **Refuse and Stored Materials.** No Lot shall be used or maintained as a dumping ground or for outside storage for rubbish, trash, garbage or other materials. Other waste shall be kept in a sanitary container, properly concealed from public view. The Board of Directors may designate a day of the week on which all trash pick-up in the Subdivision shall occur. No trash shall be put out earlier than the morning of the day designated for pick-up and all containers shall be removed by the end of such day. By a 2/3 vote of the Members, the Board of Directors may cause the Association to contract with a selected trash removal service or services to service all the homes in the Subdivision and the cost thereof shall be added to the annual assessment. For this purpose, the annual assessment may be made due and payable in monthly or quarterly installments as the Board of Directors shall determine.

Q. **Street Trees, Landscaping and Shoreline Improvements.** Each Lot Owner (including land contract and option purchasers of Lots from Declarant) shall plant two (2) street trees on the Lot owned (or purchased on land contract or option from Declarant), and the additional landscaping required by Exhibit "C". Four (4) street trees shall be required on corner Lots (two on each street side). In the case of Lots on Lakes, such additional landscaping shall include the shoreline improvements shown on Exhibit "C". All such street trees shall be Norway Maples (summer shade or superform) or other deciduous trees approved in advance by Declarant, and shall be of the greater of a three (3) inch caliper or the minimum size necessary to meet the Township's street tree requirement for the Lot. All street trees shall be placed in locations approved by Declarant in its sole discretion. When planted, each street tree shall be equidistant from the other street trees on the Lot and the street trees located (or to be located) on the Lot(s) adjacent to the Lot on which the trees are planted, with the result being that the trees will be roughly 25-30 feet apart. Landscaping in accordance with the approved landscaping plan, including finish grading and sodding (not seeding) and shoreline to improvements, must be completed within ninety (90) days after the closing of the sale of a newly-constructed Dwelling, or occupancy, whichever is sooner. If, however, such closing or occupancy occurs after October 1 of any year, then the Lot shall be sodded and appropriately landscaped in accordance with the approved landscaping plan by June 1 of the following year. Each Lot Owner shall be responsible to maintain and replace the approved landscaping on the Lot and the two (2) street trees (or four (4) in the case of corner Lots) planted in the street right of way adjacent to the Lot Owner's Lot as provided in this paragraph Q. In the event any street tree dies, the Lot Owner of the Lot immediately adjacent to the right-of-way in which the street tree is planted shall replace the dead tree with a Norway Maple (summer shade or superform) or other deciduous trees approved in advance by Declarant, which shall have the greater of a three (3) inch caliper or the minimum size required by the Township, at the Lot Owner's sole cost and expense. If the Lot Owner fails to make such a replacement within thirty (30) days after written request to do so from the Association, the Association may replace the tree and assess the Lot Owner with the cost of replacing the dead tree. If the Lot owner fails to maintain landscaping, including shoreline improvements within thirty (30) days after written request to do so from the Association, the Association may perform the maintenance and assess the Lot Owner with the cost. Any such special assessment shall be a lien on the Owner's Lot as provided in Article V of this Declaration. The Association shall not be obligated to replace dead trees or maintain landscaping pursuant to this paragraph Q, any rights exercised hereunder being entirely at the discretion of the Association.

R. **General Conditions:**

1. **Trailers and Vehicles.** No trailers, boats, boat trailers, campers, RV's, junk cars, motorcycles, motor homes, commercial vehicles (other than those present temporarily on business for a period not to exceed eight (8) hours), ATVs, snowmobiles, jet skis, other recreational vehicles of any kind, or any trailer used for any type or kind of vehicle may be parked in the Subdivision except within a private attached garage.

2. **Clothes Lines.** No clothes lines or outside drying of laundry shall be permitted.

3. **Mail Boxes.** All mail boxes shall be of uniform size, color and same design in compliance with the standards to be set forth by Declarant. All mail boxes shall be located uniformly with reference to the Dwellings in accordance with post office requirements.

4. **Solar Panels.** No solar panel, solar collector or similar device shall be placed, constructed, altered, or maintained on any Lot or placed, constructed, altered, or maintained on any Dwelling or Structure.

5. **Antennae.** No exterior antennae, receiving devices, or satellite dishes, of any kind or nature whether freestanding or mounted upon any Dwelling or other Structure shall be permitted, except that the Architectural Control Committee, in the exercise of its sole and absolute discretion, may allow a Lot Owner to install a so-called "mini-dish" (not to exceed 18 inches in diameter) which shall be located on the Lot in a location that is fully-screened from view and approved by the Architectural Control Committee. The Architectural Control Committee has the further reserved power to make reasonable modifications to the restrictions of this paragraph to accommodate the use of technological innovations in the telecommunications field so long as it determines that the changes benefit the Subdivision.

6. **Swimming Pools.** Inground swimming pools shall be permitted, subject to the prior review and written approval of the Architectural Control Committee. Swimming pools which rise more than one (1) foot above ground level shall not be permitted. All swimming pool areas shall be landscaped to minimize the visual impact upon adjacent residences and shall not be visible from the road. All swimming pool mechanical equipment will be located in rear yard of the Dwelling, will not extend past the side of the Dwelling, and will be fully concealed.

7. **Air Conditioning Units.** No external air conditioning unit shall be placed in or attached to a window or wall of any Dwelling or Structure. No compressor or other component of a central air conditioning system (or similar system, such as a heat pump) shall be so located on any Lot so as to be visible from the public street on which the Lot fronts, and, to the extent reasonably possible, all such external equipment shall be so located on any Lot so as to minimize the negative impact thereof on any adjoining Lot, in the terms of noise and appearance. In general, such equipment shall be completely screened by an evergreen landscape screening.

8. **Basketball Hoops and Play Areas.** Basketball hoops and play areas are permitted subject to strict compliance with the following restrictions:

(a) All basketball hoops shall be on ground mounted posts located at least thirty (30) feet from the curb of the road(s) adjacent to the Lot.

(b) The ground mounted post for the basketball hoop shall be located at least four (4) feet from the side line of the Lot.

(c) No florescent or bright colors shall be permitted for either the post or the backboard. The ground mounted post shall be painted black and the backboard of the basketball hoop shall be clear or smoked.

(d) Any lighting of basketball hoops and play areas shall be designed to shield direct light away from homes on other Lots.

S. **Fences and Walls; Dog Runs; Play Structures.** Except as expressly provided in this paragraph, no fences or walls shall be permitted. The Association may install decorative fencing in the Common Areas, including such fencing as is reasonably required around tennis courts, swimming pools and any other common amenities provided by the Association. Wrought iron and other decorative fencing (but not fencing of the wire type commonly known as "Cyclone Fencing") may be used on any Lot for the purpose of enclosing a permitted swimming pool, in locations approved by the Architectural Control Committee. Any such approved and permitted fencing shall have a vertical balustrade pattern and no additional ornamentation. All fences are subject to approval by and permitting requirements of the Township and shall not exceed the minimum height permitted by the Township. Dog kennels or runs or other enclosed shelters for animals are prohibited. No swing sets, sand boxes or other play structures or equipment shall be located in any front or side yards nor less than 10 feet from the boundary lines of a lot. Above ground trampolines are prohibited.

T. **Sight Distance at Intersection.** No fence, wall, hedge, or shrub planting greater than three (3) feet in height above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points thirty (30) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of a street property line extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at least ten (10) feet above the ground, or such greater height as is necessary to prevent obstructions of such sight lines.

U. **Utility Easements.** Easements for the construction, installation and maintenance of public utilities, and for drainage facilities, are reserved as shown on the recorded Plat. Within all of the foregoing easements, unless the necessary approvals are obtained from the Township and any other appropriate municipal authority, no Structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such service facilities and utilities, including underground electrical and telephone local distribution systems, or which may change, obstruct or retard the flow or direction of water in and through drainage in the easements, nor shall any change, which may obstruct or retard the flow of surface water or be detrimental to the property of others, be made by the occupant in the finished grade of any Lot once established by the builder upon completion of construction of the Dwelling thereon. The easement area of each Lot and all improvements in the easement area shall be maintained (in a presentable condition continuously) by the Lot Owner, except for those improvements for which a public authority or utility company is responsible, and the Lot Owner shall be liable for damage to service facilities and utilities thereon, including damage to electric, gas, and telephone distribution lines and facilities therein. Except as may be otherwise provided herein, each Lot Owner shall maintain the surface area of easements within his property, to keep weeds out, to keep the area free of trash and debris, and to take such action as may be necessary to eliminate or minimize surface erosion.

V. **Public Utilities.** All public utilities such as water mains, sanitary sewers, storm sewers, gas mains, electric and telephone local subdivision distribution lines, and all connections to same, either private or otherwise, shall be installed underground; provided, however, that the above ground transformers, pedestals, cable and/or other feeder pole lines, and other above ground electric and telephone utility equipment associated with or deemed necessary by the various utility suppliers, or the Declarant, for underground utility installations and distribution systems, and surface and offsite open drainage channels and facilities, as well as street lighting stanchions, shall be permitted. In addition, the Subdivision and each Lot therein is subject to the terms of an Agreement and to the terms of an Easement Grant and Declaration of Restrictions, in each case between the Declarant and the various utility suppliers, which instruments may now be or will hereafter be recorded in the Wayne County Records, and in each case relating to the installation and maintenance of underground electric and communication service and facilities, and which instruments are, by this reference, incorporated herein.

Notwithstanding the foregoing, the provisions and requirements of this paragraph V of Article VII shall not apply to utility poles and lines existing as of the date hereof.

W. Declarant's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article VII shall apply to the commercial activities or signs or billboards of the Declarant with respect to unsold Lots owned by Declarant. Anything herein contained to the contrary notwithstanding, the Declarant, its successors and assigns, its or their agents, employees and sales representatives may use and occupy any Lot or Dwelling built in the Subdivision as a sales office for the handling of sales of Lots and/or Dwellings in said Subdivision or other lands in the Township owned by the Declarant, until all of the Lots and/or Dwellings to be built on said lands shall have been sold, and further, may construct fences otherwise in violation of paragraph S of Article VII, above in front of, or along side of, model or display houses during such sales period; provided, however, that at such time as such model or display house is sold, any such fence or portion thereof otherwise in violation of paragraph S of Article VII, above shall be removed by the builder of such model or display house. Declarant further reserves the right, until Declarant has sold and closed title on the conveyance of one hundred percent (100%) of the total Lots in the Subdivision and the lots in any other actual or proposed subdivisions which might at any time hereafter be combined with or annexed to the Subdivision pursuant to Article II, to install signage promoting Declarant's unsold Lots and homes.

ARTICLE VIII

ARCHITECTURAL CONTROL COMMITTEE

Except as otherwise expressly provided herein, the Architectural Control Committee shall have exclusive jurisdiction over the rights of approval and enforcement set forth in this Declaration. The Declarant shall have the exclusive right to appoint and remove all Members of the Architectural Control Committee in its sole discretion until such time as certificates of occupancy have been issued for Dwellings on one hundred percent (100%) of the Lots in the Subdivision and the lots in any other actual or proposed subdivisions which might hereafter be combined with or annexed to the Subdivision pursuant to Article II. There shall be no earlier surrender of this right except in a written instrument in recordable form executed by Declarant and specifically assigning to the Association the power to appoint and remove the Members of the Architectural Control Committee. From and after the date of such assignment or later expiration of Declarant's exclusive power of appointment and removal, the Architectural Control Committee shall be appointed by the Board of Directors of the Association, and Declarant shall have no further responsibilities with respect to any matters of approval or enforcement set forth herein. The Architectural Control Committee shall consist of at least one but no more than three persons. Neither Declarant nor any Member of the Architectural Control Committee shall be compensated from assessments collected from the Members of the Association for the time expended in architectural control activities.

ARTICLE IX

EXCULPATION FROM LIABILITY

In no event shall any party have the right to impose liability on the Declarant or the Association, or otherwise contest judicially any decision of the Declarant or the Association (or alleged failure of the Declarant or the Association to make a decision) relative to the approval or disapproval of a Structure or any aspect or other matter as to which Declarant reserves the right to approve or waive under this Declaration. The approval of the Declarant of a Structure or other matter shall not be construed as a representation or warranty that the Structure or matter is in conformity with the ordinances or other requirements of the Township or any other governmental authority. Any obligation or duty to ascertain any such nonconformities, or to advise the Lot Owner or any other person of the same (even if known), is hereby disclaimed.

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ARTICLE X

GENERAL PROVISIONS

A. **Duration.** The Declaration and the Covenants, Conditions and Restrictions herein created shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Lot Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said Covenants, Conditions and Restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed and agreed to by the then Lot Owners of two-thirds (2/3) of the Lots has been recorded, changing said Covenants, Conditions and Restrictions in whole or in part; provided, however, that no such agreement and instrument of change shall be effective unless made and recorded at least six (6) months in advance of the effective date of such change, and unless written notice of proposed agreement and instrument of change is sent to every Lot Owner at least ninety (90) days in advance of any action taken.

B. **Amendment by Declarant.** As provided in Article III, paragraph B, Declarant has reserved the right in the exercise of its sole and absolute discretion to amend this Declaration at any time and from time to time until the earlier to occur of (a) such time as title to not less than one hundred percent (100%) of the Lots in the Subdivision and the lots in any other subdivision combined with or annexed to the Subdivision pursuant to Article II have been conveyed by Declarant's delivery of deeds thereto; and (b) such time as Declarant shall execute and deliver to the Association a written instrument executed by Declarant specifically relinquishing Declarant's exclusive voting rights pursuant to Article III, paragraph B of this Declaration.

C. **Notices.** Any notice required to be sent to any Lot Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Lot Owner on the records of the Wayne County, Michigan Register of Deeds Office at the time of such mailing.

D. **Enforcement.** Enforcement of these covenants and restrictions shall be by a 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 land to enforce any lien created by these covenants; and failure by the Association or any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

E. **Severability.** Invalidation of any one or more of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

F. **Headings.** Captions and caption headings contained in this Declaration are for convenience and shall not be considered for any purpose in construing this Declaration.

ARTICLE XI

GOVERNMENTAL AGREEMENTS

The Subdivision and/or the Development of which the subdivision is a part is subject to various agreements, covenants and restrictions imposed by Agreements with the Michigan Department of Environmental Quality or the Township of Northville, to wit:

- (i) a Consent Order Regarding Restoration of the Sump drain, Associated InterConnections of Lakes,

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Proposed Storm Water Treatment Systems and related matter entered March 17, 1995 by the Wayne county Circuit Court in a consolidated Civil Action Nos. 91-107159, 91-111024, and 91-121316 (the "Drainage System Agreement");

- (ii) a Landscape Maintenance Agreement dated October 1, 1998 between Declarant and Northville Township, a copy of which is attached hereto as Exhibit "D-1";
- (iii) an Agreement for Maintenance of Open Space dated October 1, 1998 between Declarant and Northville Township, a copy of which is attached hereto as Exhibit "D-2"; and
- (iv) a Storm Drainage System Maintenance Agreement Discharge to Wayne County Storm Sewer System dated August 20, 1998 between Declarant and Northville Township, a copy of which is attached hereto as Exhibit "D-3".

The Agreements attached as Exhibits "D-1", "D-2" and "D-3" are referred to herein as the "Township Agreements."

A. For purposes of this Declaration,

(a) the term "MDEQ" shall mean the Michigan Department of Natural Resources and any authorized representative thereof; and

(b) the term "Restoration Work" shall mean the construction work and related permanent structures comprising the restoration of Stonewater Creek as a functioning drainage facility pursuant to the Drainage System Agreement. Such Restoration Work shall comprise one of the Common Areas of the Development.

B. The initial construction of the Restoration Work shall be done by and at the cost of Declarant.

C. The Association shall maintain and repair the Common Areas to the extent set forth herein. The cost of maintaining, repairing and replacing all Common Areas shall be borne by the Association, unless the need for maintenance, repair or replacement is due to the act or neglect of a Member or such Member's agent, guest, invitee, family member or pet, for which such Member shall be wholly responsible. Except as otherwise provided herein, any damage caused to a unit or its contents by the maintenance or by repair activities of the Association shall be repaired at the expense of the Association.

D. Each Member shall use due care to avoid damaging any of the Common Areas, including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems, and the Restoration Work. Members and their family, guests, agents and invitees shall be prohibited from altering, removing or tampering with any portion of the Restoration Work or from removing or cutting any vegetation planted in connection with the Restoration Work. Each Member shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Areas by such Member or such Member's family, guests, agents or invitees, unless such damages or costs are actually reimbursed from insurance carried by the Association, in which case there shall be no such responsibility (if reimbursement to the Association is excluded by virtue of a deductible provision, the responsible member shall bear the expense to the extent of the deductible amount.)

E. The Association shall keep and maintain the Restoration Work in a good and serviceable condition. The Association's duties shall, in this regard, include, but not necessarily be limited to, routine and periodic inspections and maintenance of the Restoration Work, reconstruction and repair, all as its Board of Directors shall from time to time see fit to perform or have performed, or as may be required by MDEQ to assure that water will be carried through the Restoration Work (or any naturally-occurring modification thereof) in an adequate fashion. The Association also shall be responsible for supervising the construction, maintenance, repair

and reconstruction of any replacements or improvements that may from time to time be placed upon the Restoration Work. The Association may initially pay all costs of construction, maintenance and repair. However, each Lot Owner shall ultimately share equally in such costs, regardless of the degree of use to which any Lot Owner puts the Restoration Work, and whether or not the parcel owner's property is contiguous to the boundaries of the Restoration Work. The Association shall bill each Lot Owner for such Lot Owner's proportionate share of such costs as such costs are incurred or at such other time or in such other manner as the directors of the Association may in their discretion deem appropriate. Each Lot Owner shall promptly reimburse the Association for such Lot Owner's share of such costs, as reflected upon the statement tendered.

F. Authorized representatives of the Association and MDEQ shall have reasonable access to the Common Areas (including the Restoration Work) in order to perform inspections and to study and monitor the biological and environmental impact of the Restoration Work.

G. Notwithstanding paragraph E. above, the Association shall not be obligated to undertake the matters described in subparagraphs G.1. and G.2. below, but may elect to undertake such matters to the extent its Board of Directors shall from time to time see fit:

1. The Association shall not be obligated to repair, reconstruct or modify the Restoration Work merely because it fails to provide a suitable biological or environmental habitat for fish or wildlife.

2. So long as the Restoration Work (or any naturally-occurring modification thereof) continues adequately to carry water through the property without endangering any improvements on the property or surrounding properties, the Association may, but shall not be obligated, to maintain or restore any components of the Restoration Work which may, through erosion, accretion, avulsion, or other natural forces or evolution, decay, shift or otherwise be subjected to change (such as, without limitation, any naturally-occurring shift or expansion of the course of any stream, erosion of underwater structures, or natural changes in the species or quantity of any vegetation, fish or wildlife in or along the boundaries of the Restoration Work.)

H. The Association assumes the obligations of the Declarant under the Township Agreements and agrees to perform such obligations and to defend, indemnify and hold harmless the Declarant and its members, agents and employees from all liabilities, costs and expenses, including attorneys fees and court costs arising under such agreements or as a result of any claims made against Declarant and/or its members, agents and employees pursuant to such Agreements. The installation of the drainage improvements, the landscaping in the Common Areas and the other Common Area improvements such as the bridges and walkways shall be performed initially by Declarant at Declarant's cost. The cost of maintaining and/or replacing the drainage facilities, the Common Area landscaping and other Common Area improvements shall be borne by the association and paid by the Association from general assessments. The foregoing shall not relieve Lot Owner's of their individual responsibilities for street trees and landscaping on their Lots, their shorelines or their sidewalks.

EXHIBIT LIST:

- A. Subdivision Legal Description
- A-1. Development Legal Description
- B. Landscaping and Signage Area
- C. Landscape Plan
- D-1. Landscape Maintenance Agreement
- D-2. Agreement for Maintenance of Open Space
- D-3. Storm Drainage System Maintenance Agreement

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WITNESSES:

Kelly F. Poniers Zablocki
Kelly F. Poniers Zablocki
Diane I. Dipzinski
Diane I. Dipzinski

STONEWATER L.L.C.
a Michigan limited liability company

By: MOCERI/STONEWATER L.L.C.,
a Michigan limited liability company
Its: Member

By: MOCERI MANAGEMENT COMPANY,
a Michigan corporation

By: *Dominic Mocer*
Dominic Mocer
Its: President

By: TRINITY/STONEWATER L.L.C.,
a Michigan limited liability company, Member

By: CARLO MANAGEMENT CORPORATION,
a Michigan corporation

By: *Carlo J. Cattenacci*
Carlo J. Cattenacci
Its: President

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

On this 5 day of ~~OCTOBER~~ A.D., 1998, before me, a Notary Public in and for said County, appeared **Dominic Mocer**, President of Mocer Management Company, a Michigan corporation, who signed the foregoing Declaration on behalf of Mocer/Stonewater L.L.C. on behalf of Stonewater L.L.C.

* *Kelly F. Poniers Zablocki*
Notary Public
 County, Michigan
My commission expires:

KELLY F. PONIERS-ZABLOCKI
Notary Public, Oakland County, MI
My Commission Expires Dec. 26, 2000

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

On this 5 day of ~~OCTOBER~~ A.D., 1998, before me, a Notary Public in and for said County, appeared **Carlo J. Catenacci**, President of Carlo Management Corporation., a Michigan corporation, who signed the foregoing Declaration on behalf of Trinity/Stonewater L.L.C. on behalf of Stonewater L.L.C.

Kelly F. Poniere-Zablocki

Notary Public

County, Michigan
My commission expires:

**Type or print name of person signing (in black ink).*

KELLY F. PONIERE-ZABLOCKI
Notary Public, Oakland County, MI
My Commission Expires Dec. 26, 2000

THIS INSTRUMENT PREPARED BY AND WHEN RECORDED RETURN TO: _____

Edward F. Kickham, Esq.
Honigman Miller Schwartz and Cohn
2290 First National Building
Detroit, Michigan 48226
(313) 465-7442

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CONSENT AND SUBORDINATION OF MORTGAGEE

D&N Bank, a federal savings bank, whose address is 400 Quincy Street, Hancock, Michigan 49930, being the holder of certain mortgages and related security documents upon the above described Subdivision and Development, hereby consents to the recording of the foregoing Declaration of Covenants, Conditions and Restrictions and agrees that such mortgages and related security documents shall be subordinate to such Declaration of Covenants, Conditions and Restrictions in all respects.

WITNESSES:

[Handwritten Signature]
KELLY F. POWERS-ZABLOCKI
[Handwritten Signature]
DIANE I. DIPPZINSKI

D&N BANK,
a federal savings bank

By: *[Handwritten Signature]*
Frank R. Donnelly
Its: Senior Vice President

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

On this 15 day of DECEMBER, 1998, before me, a Notary Public in and for said County, appeared Frank R. Donnelly, of D&N Bank, a federal savings bank, as its Senior Vice President, who signed the foregoing Consent and Subordination of Mortgagee.

[Handwritten Signature]
Notary Public

County, Michigan
My commission expires:

KELLY F. POWERS-ZABLOCKI
Notary Public, Oakland County, MI
My Commission Expires Dec. 25, 2000

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Exhibit "A"

PHASE I DESCRIPTION

A PART OF SECTION 8 (SEVEN MILE ROAD), T-1-S., R-8-E., NORTHVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 8; THENCE N. 87° 43' 28" E., 486.62 FEET; THENCE N. 89° 43' 23" W., 30.00 FEET; THENCE S. 02° 36' 17" W., 140.00 FEET; THENCE S. 56° 53' 26" W., 163.96 FEET; THENCE S. 31° 08' 06" W., 262.77 FEET; THENCE S. 18° 36' 30" E., 674.33 FEET; THENCE S. 61° 38' 30" E., 26.57 FEET TO INTERMEDIATE TRAVERSE POINT "A"; THENCE S. 61° 38' 30" E., 26 FEET TO THE WATER'S EDGE OF MYSTIC LAKE; THENCE ALONG THE WATER'S EDGE OF SAID MYSTIC LAKE APPROXIMATELY 2,185 ± FEET; THENCE S. 87° 55' 48" E., 31 FEET TO THE INTERMEDIATE TRAVERSE POINT "B", SAID WATER'S EDGE BEING DEFINED BY THE FOLLOWING INTERMEDIATE TRAVERSE LINE, BEGINNING AT THE ABOVE MENTIONED INTERMEDIATE TRAVERSE POINT "A"; THENCE S. 54° 46' 00" W., 33.48 FEET; THENCE S. 02° 20' 00" W., 74.13 FEET; THENCE S. 06° 50' 00" E., 120.27 FEET; THENCE S. 07° 08' 00" W., 121.48 FEET; THENCE S. 23° 20' 00" W., 121.87 FEET; THENCE S. 24° 00' 00" E., 128.90 FEET; THENCE S. 37° 15' 00" E., 370.96 FEET; THENCE S. 53° 15' 00" E., 79.05 FEET; THENCE S. 73° 50' 00" E., 80.36 FEET; THENCE S. 85° 20' 00" E., 376.71 FEET; THENCE N. 48° 10' 00" E., 128.00 FEET; THENCE N. 41° 30' 00" W., 238.00 FEET; THENCE N. 08° 30' 00" E., 128.53 FEET; THENCE N. 51° 50' 00" E., 227.65 FEET TO THE ABOVE MENTIONED INTERMEDIATE TRAVERSE POINT "B"; THENCE S. 87° 55' 48" E., 40.00 FEET TO THE WEST LINE OF "BLUE HERON POINTE", A CONDOMINIUM, WAYNE COUNTY CONDOMINIUM PLAN NO. 227; THENCE THE FOLLOWING FOUR COURSES ALONG SAID CONDOMINIUM: (1) S. 02° 04' 14" W., 500.00 FEET, AND (2) S. 89° 43' 33" E., 88.00 FEET, AND (3) S. 02° 23' 17" W., 350.27 FEET, AND (4) S. 89° 48' 11" E., 450.07 FEET; THENCE S. 02° 23' 19" W., 351.00 FEET; THENCE S. 89° 34' 19" E., 540.75 FEET; THENCE S. 02° 29' 48" W., 110.00 FEET; THENCE S. 89° 33' 23" E., 233.00 FEET TO THE EAST LINE OF SAID SECTION 8 (BECK ROAD); THENCE S. 02° 29' 48" W., 237.30 FEET ALONG SAID LINE TO THE NORTHEAST CORNER OF "PINE CREEK ESTATES SUBDIVISION" AS RECORDED IN LIBER 111, PAGES 68 THROUGH 73 OF PLATS, WAYNE COUNTY, RECORDS; THENCE THE FOLLOWING TWO COURSES ALONG SAID SUBDIVISION: (1) N. 86° 29' 07" W., 381.01 FEET, AND (2) N. 89° 38' 07" W., 842.16 FEET TO A POINT ON THE EAST LINE OF "HICKORY CREEK", A CONDOMINIUM, WAYNE COUNTY CONDOMINIUM PLAN NO. 320; THENCE THE FOLLOWING TWO COURSES ALONG SAID CONDOMINIUM: (1) N. 02° 23' 17" E., 37.83 FEET, AND (2) N. 89° 36' 01" W., 781.36 FEET IN PARTS ALONG SAID CONDOMINIUM TO INTERMEDIATE TRAVERSE POINT "C"; THENCE N. 89° 38' 01" W., 22 FEET TO THE WATER'S EDGE OF STONERIDGE LAKE; THENCE ALONG THE WATER'S EDGE OF STONERIDGE LAKE AND TEAL LAKE APPROXIMATELY 4,820 ± FEET; THENCE N. 34° 44' 17" E., 38 FEET TO INTERMEDIATE TRAVERSE POINT "D", SAID WATER'S EDGE BEING DEFINED BY THE FOLLOWING INTERMEDIATE TRAVERSE LINE; BEGINNING AT THE ABOVE MENTIONED INTERMEDIATE TRAVERSE POINT "C"; THENCE N. 45° 00' 00" E., 36.00 FEET; THENCE S. 89° 30' 00" E., 732.00 FEET; THENCE N. 02° 00' 00" W., 361.00 FEET; THENCE S. 37° 40' 00" W., 234.16 FEET; THENCE

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EXHIBIT A

I, ROBERT D. KOHN, SURVEYOR, CERTIFY THAT I HAVE SURVEYED, DIVIDED AND MAPPED THE LAND SHOWN ON THE PLAT, DESCRIBED AS FOLLOWS: "STONEWATER SUBDIVISION NO. 1", A PART OF THE NORTHWEST, NORTHEAST, SOUTHEAST AND SOUTHWEST 1/4 OF SECTION 8, T-1-S., R-8-E., NORTHVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 8; THENCE N. 87° 43' 26" E., 486.62 FEET ALONG THE NORTH LINE OF SAID SECTION 8; THENCE S. 02° 35' 44" W., 516.62 FEET; THENCE N. 89° 43' 23" W., 30.00 FEET; THENCE S. 02° 35' 17" W., 140.00 FEET; THENCE S. 55° 53' 25" W., 163.95 FEET; THENCE S. 31° 08' 05" W., 262.77 FEET; THENCE S. 16° 36' 30" E., 674.33 FEET; THENCE S. 61° 36' 30" E., 26.57 FEET TO INTERMEDIATE TRAVERSE POINT "A"; THENCE S. 61° 36' 30" E., 26 FEET TO THE WATER'S EDGE OF MYSTIC LAKE; THENCE ALONG THE WATER'S EDGE OF SAID MYSTIC LAKE APPROXIMATELY 2,165 ± FEET; THENCE S. 87° 55' 46" E., 31 FEET TO THE INTERMEDIATE TRAVERSE POINT "B", SAID WATER'S EDGE BEING DEFINED BY THE FOLLOWING INTERMEDIATE TRAVERSE LINE, BEGINNING AT THE ABOVE MENTIONED INTERMEDIATE TRAVERSE POINT "A"; THENCE S. 54° 45' 00" W., 33.48 FEET; THENCE S. 02° 20' 00" W., 74.13 FEET; THENCE S. 06° 50' 00" E., 120.27 FEET; THENCE S. 07° 05' 00" W., 121.48 FEET; THENCE S. 23° 20' 00" W., 121.97 FEET; THENCE S. 24° 00' 00" E., 126.90 FEET; THENCE S. 37° 15' 00" E., 370.96 FEET; THENCE S. 53° 15' 00" E., 79.05 FEET; THENCE S. 73° 50' 00" E., 80.36 FEET; THENCE S. 85° 20' 00" E., 376.71 FEET; THENCE N. 45° 10' 00" E., 126.00 FEET; THENCE N. 41° 30' 00" W., 238.00 FEET; THENCE N. 08° 30' 00" E., 126.53 FEET; THENCE N. 51° 50' 00" E., 227.65 FEET TO THE ABOVE MENTIONED INTERMEDIATE TRAVERSE POINT "B"; THENCE S. 87° 55' 46" E., 40.00 FEET TO THE WEST LINE OF "BLUE HERON POINT", A CONDOMINIUM, WAYNE COUNTY CONDOMINIUM PLAN NO. 227; THENCE THE FOLLOWING FOUR COURSES ALONG SAID CONDOMINIUM: (1) S. 02° 04' 14" W., 500.00 FEET, AND (2) S. 89° 43' 33" E., 68.00 FEET, AND (3) S. 02° 23' 17" W., 350.27 FEET, AND (4) S. 89° 48' 11" E., 450.07 FEET; THENCE S. 02° 23' 19" W., 351.00 FEET; THENCE S. 89° 34' 19" E., 540.75 FEET; THENCE S. 02° 29' 46" W., 110.00 FEET; THENCE S. 89° 33' 23" E., 233.00 FEET TO THE EAST LINE OF SAID SECTION 8; THENCE S. 02° 29' 46" W., 237.30 FEET ALONG SAID LINE TO THE NORTHEAST CORNER OF "PINE CREEK ESTATES SUBDIVISION" AS RECORDED IN LIBER 111, PAGES 68 THROUGH 73 OF PLATS, WAYNE COUNTY, RECORDS; THENCE THE FOLLOWING TWO COURSES ALONG SAID SUBDIVISION: (1) N. 85° 29' 07" W., 381.01 FEET, AND (2) N. 89° 36' 07" W., 842.16 FEET TO A POINT ON THE EAST LINE OF "HICKORY CREEK", A CONDOMINIUM, WAYNE COUNTY CONDOMINIUM PLAN NO. 320; THENCE THE FOLLOWING TWO COURSES ALONG SAID CONDOMINIUM: (1) N. 02° 23' 17" E., 37.63 FEET, AND (2) N. 89° 36' 01" W., 781.36 FEET IN PARTS ALONG SAID CONDOMINIUM TO INTERMEDIATE TRAVERSE POINT "C"; THENCE N. 89° 36' 01" W., 22 FEET TO THE WATER'S EDGE OF STONERIDGE LAKE; THENCE ALONG THE WATER'S EDGE OF STONERIDGE LAKE AND TEAL LAKE APPROXIMATELY 4,620 ± FEET; THENCE N. 34° 44' 17" E., 38 FEET TO INTERMEDIATE TRAVERSE POINT "D", SAID WATER'S EDGE BEING DEFINED BY THE FOLLOWING INTERMEDIATE TRAVERSE LINE; BEGINNING AT THE ABOVE MENTIONED INTERMEDIATE TRAVERSE POINT "C"; THENCE N. 45° 00' 00" E., 35.00 FEET; THENCE S. 89° 30' 00" E., 732.00 FEET; THENCE N. 02° 00' 00" W., 361.00 FEET; THENCE N. 37° 40' 00" W., 234.16 FEET; THENCE N. 71° 35' 00" W., 246.18 FEET; THENCE N. 86° 05' 00" W., 203.41 FEET; THENCE N. 72° 45' 00" W., 118.54 FEET; THENCE N. 62° 35' 00" W., 168.69 FEET; THENCE S. 54° 45' 00" W., 450.97 FEET; THENCE S. 30° 50' 00" W., 252.79 FEET; THENCE S. 06° 30' 00" W., 98.61 FEET; THENCE S. 34° 35' 00" W., 144.79 FEET; THENCE S. 58° 10' 00" W., 280.44 FEET; THENCE N. 07° 15' 00" W., 347.23 FEET; THENCE N. 21° 00' 00" E., 273.53 FEET; THENCE N. 04° 00' 00" W., 383.45 FEET; THENCE N. 07° 00' 00" W., 228.45 FEET TO THE ABOVE MENTIONED INTERMEDIATE TRAVERSE POINT "D"; THENCE N. 34° 44' 17" E., 105.22 FEET; THENCE S. 81° 09' 42" E., 356.08 FEET; THENCE N. 63° 41' 24" E., 41.80 FEET; THENCE N. 15° 34' 47" W., 164.60 FEET; THENCE N. 37° 03' 16" W., 65.44 FEET; THENCE N. 11° 17' 10" W., 118.00 FEET TO INTERMEDIATE TRAVERSE POINT "E"; THENCE N. 11° 17' 10" W., 32 FEET TO THE WATER'S EDGE OF SPRING HILL LAKE; THENCE ALONG THE WATER'S EDGE OF SAID SPRING HILL LAKE APPROXIMATELY 925 ± FEET; THENCE N. 08° 38' 21" E., 25 FEET TO INTERMEDIATE TRAVERSE POINT "F", SAID WATER'S EDGE BEING DEFINED BY THE FOLLOWING INTERMEDIATE TRAVERSE LINE; BEGINNING AT THE ABOVE MENTIONED INTERMEDIATE TRAVERSE POINT "E"; THENCE N. 55° 00' 00" E., 150.63 FEET; THENCE N. 12° 50' 00" E., 149.47 FEET; THENCE N. 22° 55' 00" W., 181.93 FEET; THENCE N. 16° 36' 30" W., 285.00 FEET; THENCE N. 30° 00' 00" W., 89.40 FEET; THENCE N. 52° 00' 00" W., 135.13 FEET TO THE ABOVE MENTIONED INTERMEDIATE TRAVERSE POINT "F"; THENCE N. 08° 38' 21" E., 162.34 FEET; THENCE ALONG A CURVE TO THE LEFT 28.44 FEET, SAID CURVE HAVING A RADIUS OF 300.00 FEET, CENTRAL ANGLE OF 05° 25' 51" AND A LONG CHORD BEARING OF N. 84° 04' 35" W., 28.42 FEET; THENCE N. 03° 12' 30" E., 60.00 FEET; THENCE N. 09° 28' 43" E., 489.76 FEET; THENCE S. 87° 30' 58" E., 106.00 FEET; THENCE N. 02° 48' 47" E., 488.56 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 8; THENCE S. 87° 30' 39" E., 43.02 FEET ALONG SAID LINE TO THE POINT OF BEGINNING AND CONTAINING 67.0 ACRES, MORE OR LESS, AND INCLUDING ALL LANDS BETWEEN THE INTERMEDIATE TRAVERSE LINE AND THE WATER'S EDGE AND COMPRISING OF 120 LOTS, NUMBERED 1 THROUGH 120, INCLUSIVE AND EIGHT PRIVATE PARKS.

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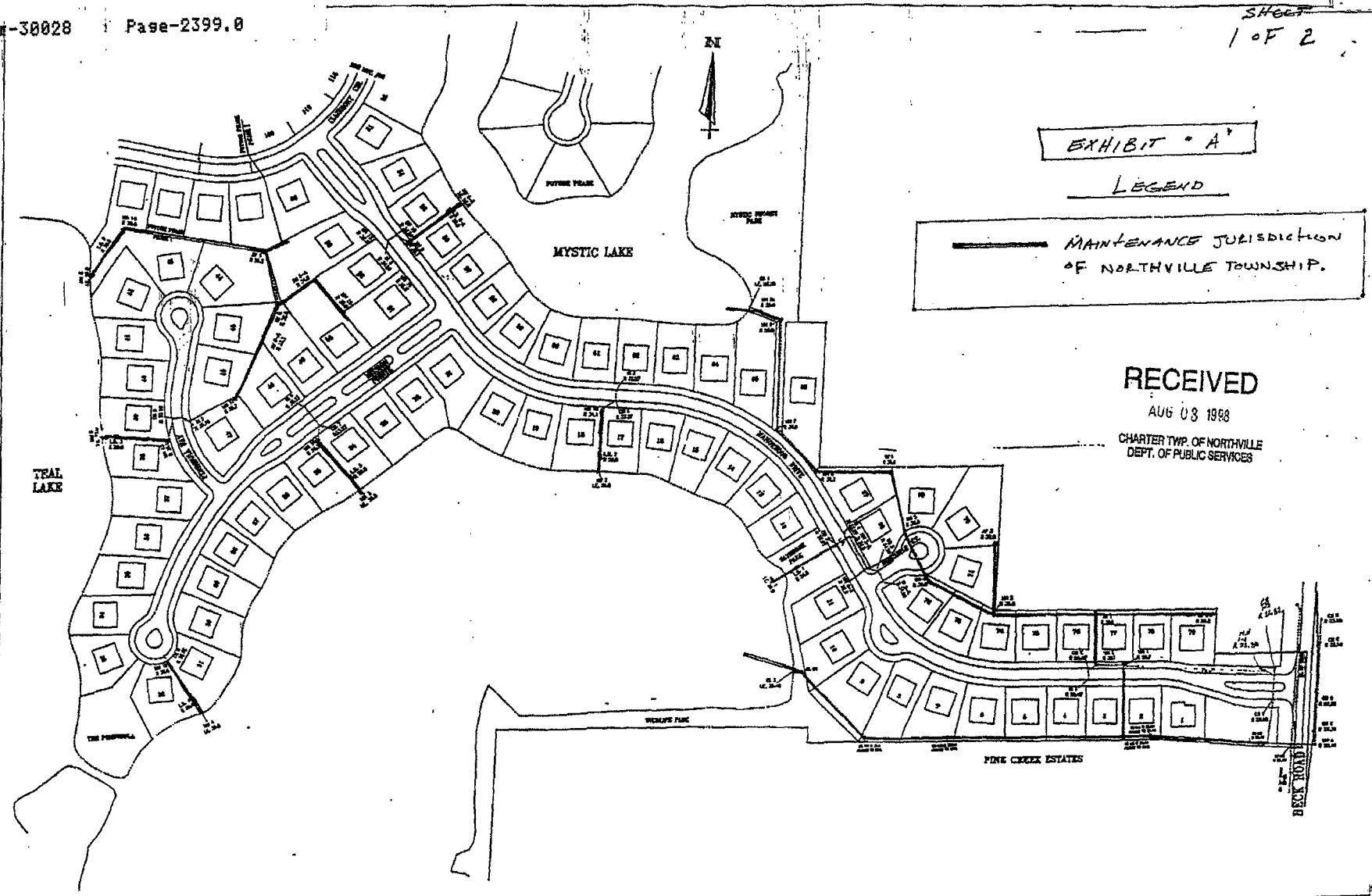



EXHIBIT - A

LEGEND

 MAINTENANCE JURISDICTION
 OF NORTHVILLE TOWNSHIP.

RECEIVED

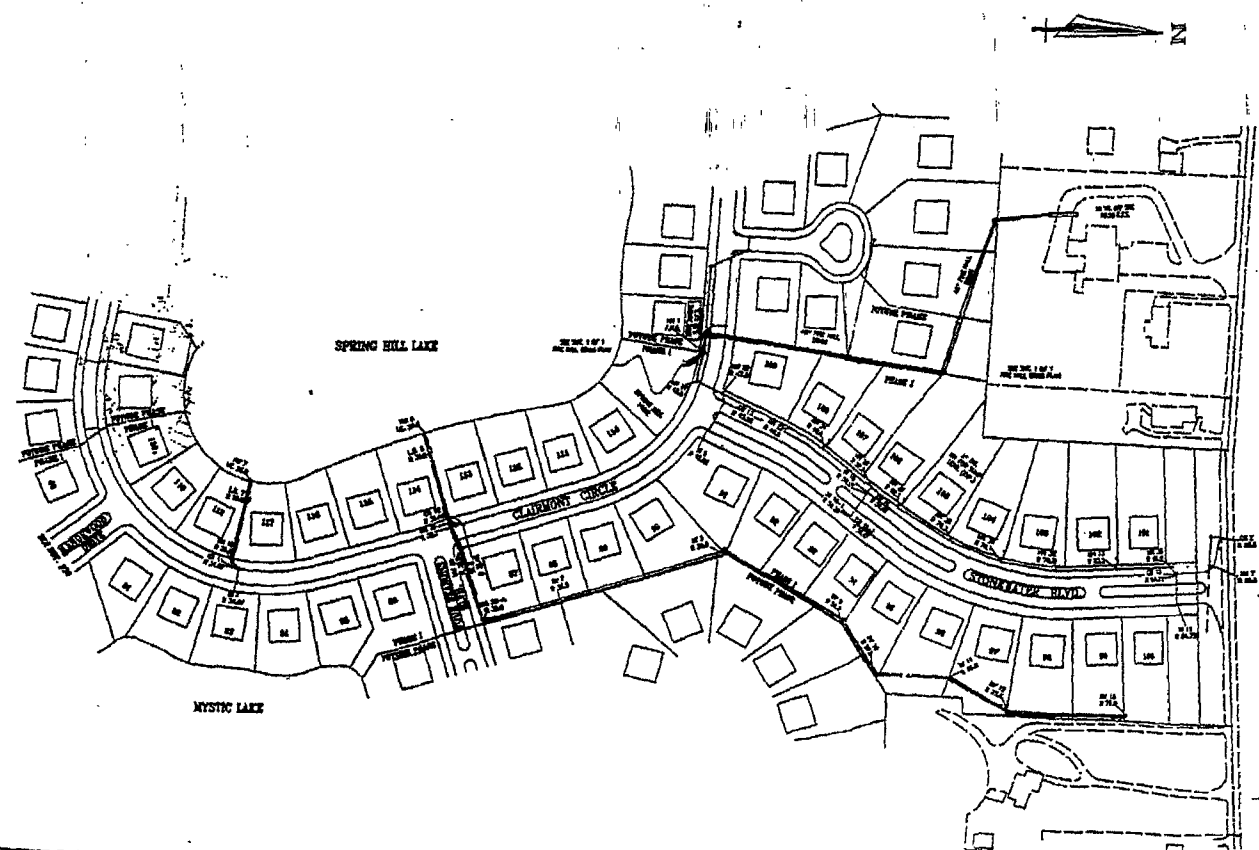
AUG 03 1988

CHARTER TWP. OF NORTHVILLE
DEPT. OF PUBLIC SERVICES

EXHIBIT "A"

LEGEND

MAINTENANCE JURISDICTION OF NORTHVILLE TOWNSHIP



NO.	DATE	DESCRIPTION

Giffels-Webster Engineers Inc.
 ENGINEERS - SURVEYORS - PLANNERS
 2871 BOND STREET
 ROCHESTER HILLS MICHIGAN 48306
 (248) 233-1100

DATE: OCT. 1987
 DRAWN BY: ST
 CHECKED BY: ST
 SECTION: 8

SCALE: NONE
 SHEET 1 OF 2
 STONEWATER
 CHARTER TOWNSHIP OF NORTHVILLE, WAYNE COUNTY, MICHIGAN

SCALE: NONE
 SHEET 1 OF 2
 12/78-04

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EXHIBIT A -1

DESCRIPTION OF REAL ESTATE

Situated in the Township of Northville, Wayne County, Michigan, described as:

Part of section 8, town 1 south, range 8 east, Northville Township, Wayne County, Michigan, described as: Beginning at the north 1/4 corner of said section 8, thence along the north line of said section 8 north 87 degrees 43 minutes 26 seconds east 486.62 feet; thence south 02 degrees 35 minutes 43 seconds west 516.62 feet; thence north 89 degrees 43 minutes 23 seconds west 30.00 feet; thence south 02 degrees 35 minutes 17 seconds west 140.00 feet; thence south 89 degrees 44 minutes 36 seconds east 312.04 feet; thence north 02 degrees 13 minutes 52 seconds east 78.39 feet; thence south 89 degrees 43 minutes 23 seconds east 345.55 feet; thence north 02 degrees 13 minutes 52 seconds east 605.82 feet to the north line of said section 8; thence along said north line north 87 degrees 43 minutes 26 seconds east 220.00 feet; thence south 02 degrees 13 minutes 52 seconds west 658.98 feet; thence south 02 degrees 04 minutes 13 seconds west 1932.95 feet along the west line of Blue Huron Pointe, Wayne County Condominium, Plan No. 227; thence south 89 degrees 43 minutes 33 seconds east 68.00 feet along said Blue Huron Pointe Condominiums; thence south 02 degrees 23 minutes 17 seconds west 350.27 feet along the west line of said Blue Huron Pointe Condominiums; thence south 89 degrees 48 minutes 11 seconds east 450.07 feet along the south line of said Blue Huron Pointe Condominiums; thence south 02 degrees 23 minutes 19 seconds west 351.00 feet; thence south 89 degrees 34 minutes 20 seconds east 540.75 feet; thence south 02 degrees 29 minutes 44 seconds west 110.00 feet; thence south 89 degrees 33 minutes 23 seconds east 233.00 feet to the east line of said section 8; thence south 02 degrees 29 minutes 44 seconds west 237.30 feet along said east section line; thence north 85 degrees 29 minutes 07 seconds west 381.01 feet along the north line of Proposed Pine Creek Estates; thence north 89 degrees 36 minutes 08 seconds west 842.16 feet along the north line of Proposed Pine Creek Estates; thence north 02 degrees 23 minutes 17 seconds east 37.63 feet; thence north 89 degrees 36 minutes 01 second west 756.35 feet along the north line of Hickory Creek, Wayne County Condominium, Plan No. 320; thence south 02 degrees 47 minutes 16 seconds west 1671.32 feet along the west line of said Hickory Creek Condominiums to the south line of said section 8; thence along said south line north 89 degrees 44 minutes 53 seconds west 662.28 feet to the south 1/4 corner of said section 8; thence continuing along said south line north 89 degrees 46 minutes 40 seconds west 2149.16 feet; thence north 00 degrees 13 minutes 20 seconds east 400.00 feet; thence north 89 degrees 46 minutes 40 seconds west 270.00 feet; thence south 00 degrees 13 minutes 20 seconds west 300.00 feet; thence south 89 degrees 46 minutes 40 seconds east 100.00 feet; thence south 00 degrees 13 minutes 20 seconds west 100.00 feet to the south line of said section 8; thence along said south line north 89 degrees 46 minutes 40 seconds west 330.10 feet to the southwest corner of said section 8; thence along the west line of said section 8 north 02 degrees 44 minutes 33 seconds east 2650.39 feet to the west 1/4 corner of said section 8; thence along the east-west line of said section 8 and the south line of Docksey Subdivision, as recorded in liber 82, pages 21 and 22, Wayne County Records south 89 degrees 58 minutes 42 seconds east 1300.80 feet; thence along the east line of said Docksey Subdivision north 02 degrees 48 minutes 02 seconds east 990.67 feet; thence along the north line of said Docksey Subdivision south 89 degrees 59 minutes 32 seconds west 276.93 feet; thence north 02 degrees 32 minutes 27 seconds east 702.92 feet; thence south 87 degrees 28 minutes 02 seconds east 381.63 feet; thence north 02 degrees 47 minutes 51 seconds east 434.31 feet; thence south 87 degrees 30 minutes 58 seconds east 1189.45 feet; thence north 02 degrees 48 minutes 47 seconds east 468.60 feet to the north line of said section 8; thence along said north line south 87 degrees 30 minutes 39 seconds east 43.00 feet to the point of beginning.

- Parcel Identification Nos.
 029-99-0021-704
 029-99-0012-000
 029-99-0013-000
 029-99-0014-000
 029-99-0026-000
 030-99-0014-704

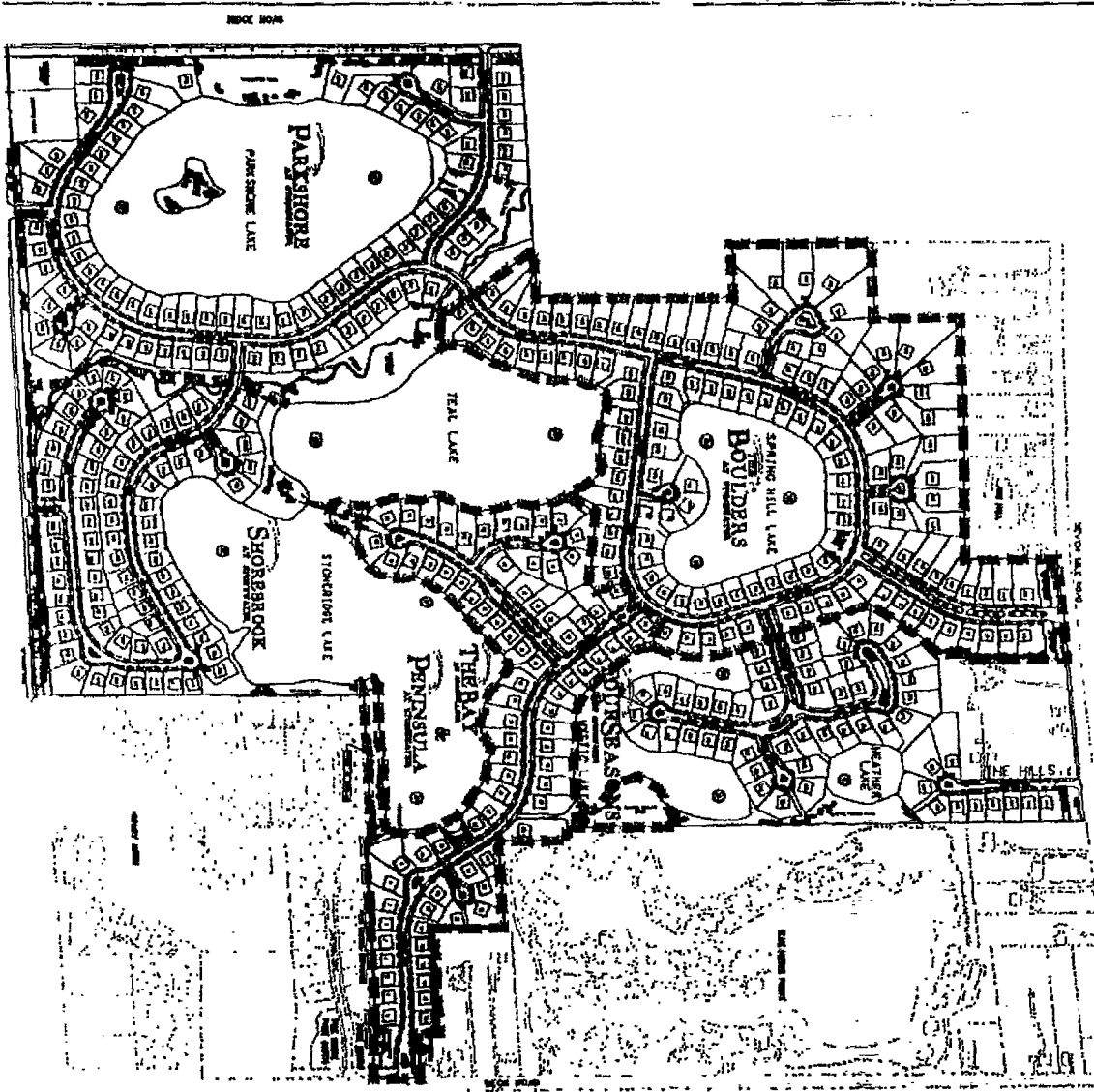
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EXHIBIT B

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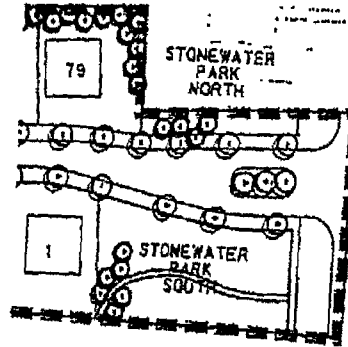
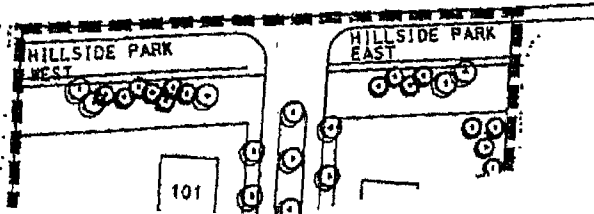




 LANDSCAPE PLAN
 FINAL
 PRELIMINARY PLAT
 OF
 STONEWATER
 A Part of Town of Stone Lake
 County of Lincoln, State of Michigan



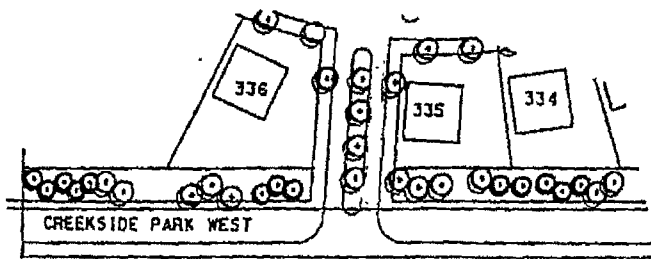
SEVEN MILE ROAD



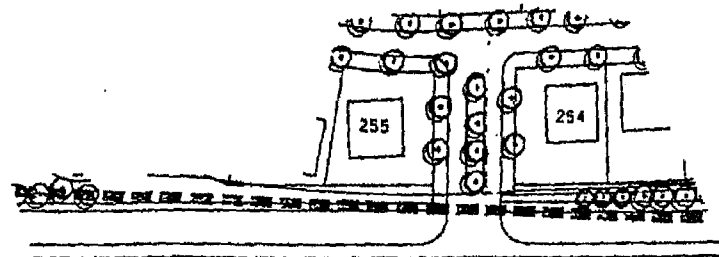
BECK ROAD

LANDSCAPE & SIGNAGE AREA

STONEWATER
 A Part of Section 27.1 A, R.S.E.
 Charter Township of Marshall, Warren County, Michigan



SIX MILE ROAD



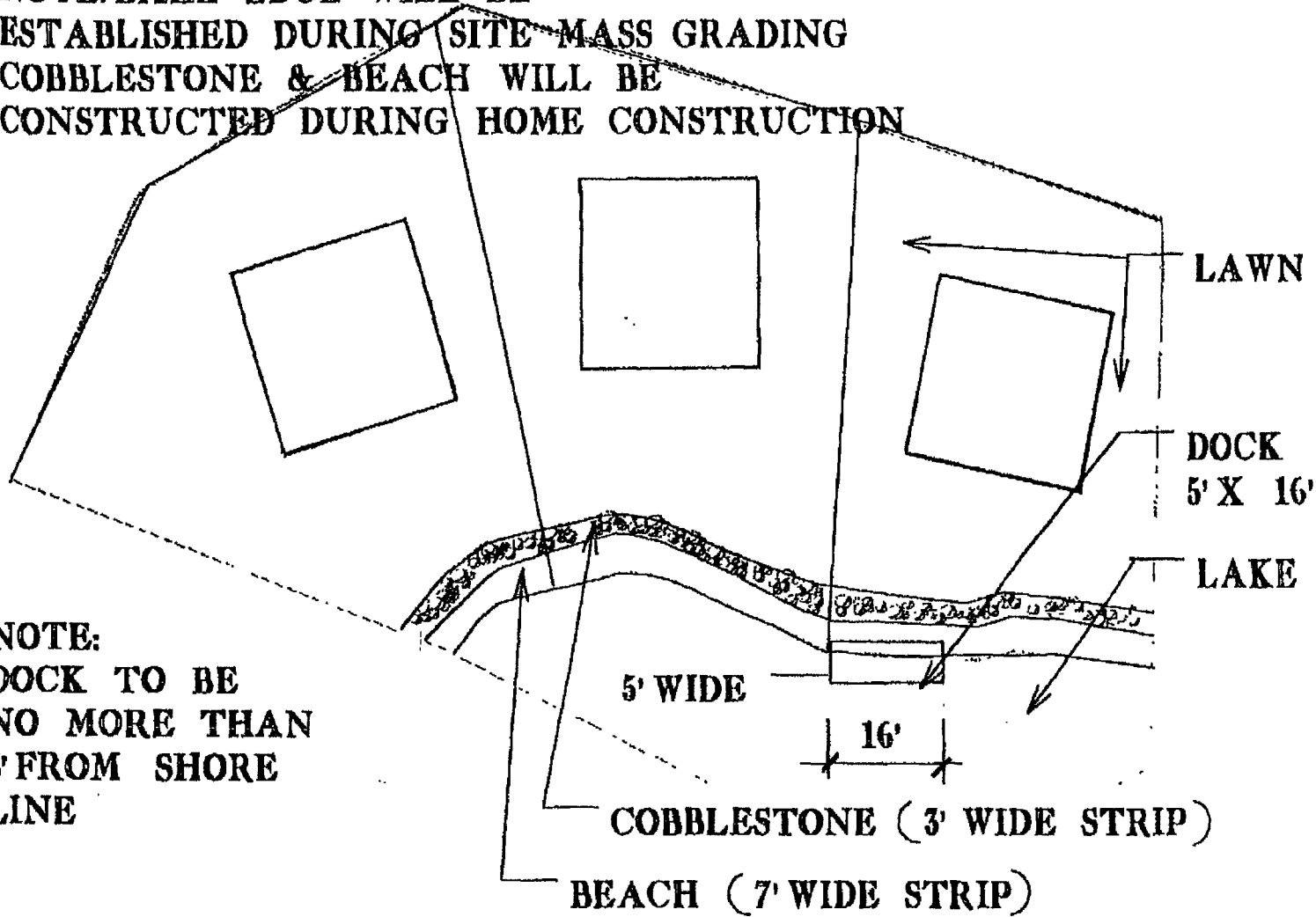
SIX MILE ROAD

EXHIBIT B
(page 2)

**NOTE: LAKE EDGE WILL BE ESTABLISHED DURING SITE MASS GRADING
COBBLESTONE & BEACH WILL BE CONSTRUCTED DURING HOME CONSTRUCTION**

EXHIBIT C

**NOTE:
DOCK TO BE NO MORE THAN 3' FROM SHORE LINE**



TYPICAL LAKE EDGE TREATMENT

EXHIBIT D-3

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STORM DRAINAGE SYSTEM MAINTENANCE AGREEMENT DISCHARGE TO WAYNE COUNTY STORM SEWER SYSTEM

THIS AGREEMENT is made this 20 day of AUGUST, 19 98, by and between the Charter Township of Northville, a municipal corporation, with principal offices located at 41600 Six Mile Road, Northville, Michigan 48167, hereinafter "Township" and Stonewater L.L.C. a Michigan limited liability co. with principal offices located at 3005 University Dr. Auburn Hills, Michigan 48326 hereinafter "Proprietor."

RECITALS:

- 1. The Proprietor is developing certain property located in Northville Township, Wayne County, Michigan known as (Name of Project) Stonewater Subdivision No. 1 (hereinafter "Development") as more particularly described in Exhibit "A" attached hereto.
2. The Proprietor must construct a storm drainage system and facilities to provide adequate drainage in the proposed Development.
3. Such storm drainage system will connect and discharge to a storm drainage system of the County of Wayne, Michigan, a public body corporate (hereinafter "County").
4. The Township has received a permit ("Permit") dated 7/14/98, issued by the County, authorizing the construction, operation and maintenance of a storm drainage system, which requires, among other things, that the Township assumes jurisdiction for the operation and maintenance of the storm drainage system and facilities referred to in the Permit. A copy of the Permit is attached hereto as Exhibit "B".
5. The construction, operation and maintenance of a storm drainage system to service proprietor's property will benefit the Proprietor and the proposed Development.
6. Accordingly, the Township and Proprietor desire to transfer certain responsibilities of the Township under the Permit to the Proprietor and its successors. The terms and conditions of such

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transfer of responsibility will be governed by this agreement between the Township and Proprietor.

NOW, THEREFORE, for and in consideration of the mutual covenants and benefits to be derived hereunder, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Township and the Proprietor agree as follows:

1. The Proprietor shall assume the following obligations of the Township under the Permit:
 - A. To operate and maintain the storm drainage system and facilities (as delineated in the Permit) located within the proposed Development (and as depicted in Exhibit C.)
 - B. To operate and maintain all future storm drainage system and facilities within the proposed Development up to their point of connection to the County's sewer as defined in the Permit.
 - C. To indemnify, defend and hold the County and Township harmless from and against any claims of any nature whatsoever including, but not limited to, damages to property, flooding of land, and personal injury through the construction, use or maintenance of the storm drainage system and facilities.
 - D. To pay the Township, upon written request, any costs and expenses apportioned to the Township under the Permit.

2. Without limitation of the foregoing, Proprietor, its successors and assigns shall perform the following maintenance at its sole cost and expense:
 - A. Periodic inspection of the facilities to ensure outlet or control pipes are not clogged and remain clear.
 - B. Removal of all debris from catchment and detention basin or retention areas, including litter, inches and other objects which are unsightly or which may clog pipe lines.
 - C. Periodic inspection of the facilities to ensure outlet or control pipes are not clogged and remain clear.
 - D. Repair of erosion in banks, swales, berms, dams or general lawn areas.
 - E. Repair or replacement of any component which has been broken, damaged, altered, removed or otherwise not functioning as designed.

3. Notwithstanding the Proprietor's assumption of the liabilities of paragraph 1 hereof, the Township shall retain jurisdiction over the storm drainage system and facilities and its rights and remedies under the Permit or any applicable statute, ordinance, rule or regulation are hereby preserved.

4. The Proprietor shall grant necessary and reasonable easements to the Township as required to carry out the purpose and intent of the Agreement.

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5. With respect to the construction, use, operation and maintenance of the storm sewer system, the Proprietor shall grant the following license and shall impose the following restrictions and covenants upon the Development by including such in the Building and Use Restrictions prepared by the Proprietor and recorded against the Development, which Building and Use Restrictions shall run with the land and be binding upon all the owners thereof, their agents, representatives, heirs, personal representatives, successors and assigns.

A. The Township, its employees, agents, independent contractors, successors and assigns, are hereby granted an irrevocable license to enter, only to the extent necessary upon and across the land described in Exhibit A, at any time for the purpose of inspecting, repairing, maintaining, removing, installing, reinstalling and constructing any improvements which are the subject of any agreements between the Developer and the Township or the Developer and The County of Wayne, Michigan ("County"). Notwithstanding any of the foregoing, the license granted pursuant to this Article shall not entitle the Township, its employees, agents, independent contractors, successors and assigns, to do any act or thing or exercise any power which would interfere with or disturb the use or enjoyment, future or otherwise, of the Developer, or its successors in interest, including, but not limited to owner(s) of the property and/or any association responsible for the obligations hereunder.

B. The Building and Use Restrictions shall provide that the owner(s) of the property in the Development(s), including any association, as successors to the Developer, shall be responsible for the care, maintenance, operation, inspection, repair, improvement, installation, construction and management of all of the storm sewer system including the retention and/or detention basins, easements, drains, rights-of-way, areas and improvements which are the subject of any agreement with any governmental agency, and common areas. In the event the owners, and/or association, of the Properties and Lots in the Development(s) fail or refuse to provide the necessary care, maintenance, operation, inspection, repair, improvement, installation, construction and management, of the storm sewer system, the Township shall have the right to enter the property and take any necessary corrective action and then assess all costs, expenses and charges for the same against the owners, or association, of any property according to such apportionment as is set forth in the Bylaws of the association. The owners and/or association, their agents, representatives, successors and assigns shall be jointly and severally liable for each such Owner's proportionate share of the cost and expenses incurred by the Township to discharge such responsibilities. Such costs, expenses and charges shall be due and owing upon written demand and notice by the Township to the Association at the last known address of the Association filed with the Township's Clerk and to the address of the Owners as set forth in the existing tax rolls. Such notice shall be sent by first-class mail, postage prepaid and a proof of service of said mailing shall be evidenced of the Township's compliance with the notice requirement contained herein. In addition to the other methods of collection, the Township shall have the right to place such assessments on the Township tax rolls of the Properties and Lots constituting the Development(s) and collect the same in the same manner as any property tax or assessment. The foregoing shall not be the exclusive right or remedy of the Township and the rights and remedies provided to the Township by statute, ordinance, agreement or other provision of these

restrictions shall be preserved

6. In the event that a plat is being applied for, the Proprietor shall cause to be created and duly established prior to recording the Final Plat for the Development, a Michigan Association (Corporation/Association) for a perpetual term and composed of all of the owners of the Properties and Lots in the Development(s), which corporation shall be known as STONEWATER L.L.C /HOC CER I
 The Proprietor shall also cause to be recorded prior to or simultaneous with the recording of the final plat for the Development, Building and Use Restrictions substantially in the form of those attached hereto as Exhibit "C." At the time the Proprietor transfers control of the Development(s) to the owner(s) or association pursuant to the Building and Use Restrictions, the liability of the Proprietor hereunder shall be deemed transferred to and assumed by the owner(s) or association without the need for further documentation and the Proprietor shall be released from any and all liability under this Agreement from and after the date of such transfer.
7. Entry upon the Development(s) by the Township, its agents, employees, or independent contractors pursuant to the License contained in the Building and Use Restrictions shall not be construed as a dedication to the Township or an acceptance of title by the Township. The Township does not, by its exercise of any right under such License or Agreement, act as the agents or beneficiaries of the Proprietor or owner(s) and the Township shall in any event retain its full governmental immunity. Any act, right, or obligation of the Township, either specifically or by implication, arising from or occurring as a result of this Agreement or the Agreement between the County and the Township or the Building and Use Restrictions shall be done or omitted by the Township in its sole and exclusive discretion. The Township shall not be liable for damages, by specific performance or otherwise through the Association, Proprietor or any owner or owners of any property or lot in the Development(s), by reason of or from any matter in connection with this Agreement, the Agreement between the County and the Township or the Building and Use Restrictions.
8. The Proprietor, its agents, representatives, successors and assigns shall defend, indemnify and hold the Township harmless from and against any claims, demands, actions, damages, injuries, costs or expenses of any nature whatsoever, (hereinafter "Claims",) fixed or contingent, known or unknown, arising out of or in any way connected with the design, construction, use, maintenance, repair or operation (or omissions in such regard) of the storm drainage system and facilities, appurtenances, connections and attachments thereto which are the subject of this Agreement. This indemnity and hold harmless shall include any costs, expenses and attorneys' fees incurred by the Township in connection with such Claims or the enforcement of this Agreement.
9. In accordance with 1976 PA 453 the parties hereto covenant (1) not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, sex, age, height, weight, or marital status, and (2) to require a similar covenant on the part of any subcontractor employed in the performance of this Agreement.
10. This agreement shall be filed with Wayne County Register of Deeds along with the subdivision plat.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement of the day and year first above written.

WITNESSES (2):

GRANTOR: Stonewater L.L.C., a Michigan limited liability
 By Mocerri/Stonewater L.L.C., a Michigan limited
 liability co. Its Member

X [Signature] BY: [Signature]
 (Print Name) Kelly F. Poniers Zablocki Dominic J. Mocerri
 Its: Member

X [Signature] BY: _____
 (Print Name) David Pawlaczyk Its: _____

UNDERNEATH ALL SIGNATURES, NAMES MUST BE PRINTED OR TYPED

STATE OF Michigan)
)SS
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 20 day of AUGUST, 1998. By Dominic J. Mocerri, who acknowledges that (s)he has read the foregoing instrument and executed same on behalf of Mocerri/Stonewater L.L.C., Member of Stonewater L.L.C.

[Signature]
 Kelly F. Poniers-Zablocki
 Notary Public, Oakland County, MI

My Commission Expires: December 26, 2000

This instrument is exempt from the Michigan transfer tax pursuant to Section 5a, being MCLA 207.505a.

The easement description is approved as to form only by Engineer for the Northville Charter Township, on AUG 20, 1998.

This instrument accepted by the Board of Trustees of the Northville Charter Township at its meeting of AUG 20, 1998, and directed to be recorded.

The Charter Township of Northville
A Michigan Municipal Corporation

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WITNESSES (2):

X Diane Jefferson
(Print Name) Diane Jefferson

X Jennifer Frey
(Print Name) JENNIFER FREY

State of)
)ss.
County of)

GRANTOR:

BY: Karen M Woodside
Karen M. Woodside, Supervisor

BY: Sue A Hillebrand
Sue A. Hillebrand, Clerk

The foregoing instrument was acknowledged before me this 25 day of Aug, 1998. By Karen M. Woodside, Supervisor and/or Sue A. Hillebrand, Clerk of the Charter Township of Northville, a Michigan Municipal Corporation, on behalf of the corporation.

JANET BALOGH
Notary Public, Oakland County, MI
My Commission Expires Oct. 17, 2001
Acting in Wayne County, MI

Janet Balogh
Notary Public, Wayne County, MI
My commission expires: 10/17/2001

After recording, return this instrument to:

Township Clerk
Charter Township of Northville
41600 Six Mile Road
Northville, Michigan 48167

The form of this instrument drafted by:

James E. Tamm, Esq.
O'Connor, DeGrazia & Tamm, P.C.
4111 Andover Road, Suite 300 East
Bloomfield Hills, Michigan 48302

Exhibit "A"

PHASE I DESCRIPTION

A PART OF SECTION 8 (SEVEN MILE ROAD), T-1-S., R-8-E., NORTHVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 8; THENCE N. 87° 43' 28" E., 486.82 FEET ALONG THE NORTH LINE OF SAID SECTION 8; THENCE S. 02° 35' 44" W., 518.82 FEET; THENCE N. 89° 43' 23" W., 30.00 FEET; THENCE S. 02° 35' 17" W., 140.00 FEET; THENCE S. 55° 53' 25" W., 183.95 FEET; THENCE S. 31° 08' 06" W., 282.77 FEET; THENCE S. 18° 38' 30" E., 874.33 FEET; THENCE S. 81° 38' 30" E., 28.57 FEET TO INTERMEDIATE TRAVERSE POINT "A"; THENCE S. 81° 36' 30" E., 28 FEET TO THE WATER'S EDGE OF MYSTIC LAKE; THENCE ALONG THE WATER'S EDGE OF SAID MYSTIC LAKE APPROXIMATELY 2,165 ± FEET; THENCE S. 87° 55' 48" E., 31 FEET TO THE INTERMEDIATE TRAVERSE POINT "B", SAID WATER'S EDGE BEING DEFINED BY THE FOLLOWING INTERMEDIATE TRAVERSE LINE, BEGINNING AT THE ABOVE MENTIONED INTERMEDIATE TRAVERSE POINT "A"; THENCE S. 54° 45' 00" W., 33.48 FEET; THENCE S. 02° 20' 00" W., 74.13 FEET; THENCE S. 06° 50' 00" E., 120.27 FEET; THENCE S. 07° 05' 00" W., 121.48 FEET; THENCE S. 23° 20' 00" W., 121.97 FEET; THENCE S. 24° 00' 00" E., 128.90 FEET; THENCE S. 37° 15' 00" E., 370.96 FEET; THENCE S. 53° 15' 00" E., 79.05 FEET; THENCE S. 73° 50' 00" E., 80.38 FEET; THENCE S. 85° 20' 00" E., 378.71 FEET; THENCE N. 45° 10' 00" E., 128.00 FEET; THENCE N. 41° 30' 00" W., 238.00 FEET; THENCE N. 08° 30' 00" E., 128.53 FEET; THENCE N. 51° 50' 00" E., 227.85 FEET TO THE ABOVE MENTIONED INTERMEDIATE TRAVERSE POINT "B"; THENCE S. 87° 55' 48" E., 40.00 FEET TO THE WEST LINE OF "BLUE HERON POINTE", A CONDOMINIUM, WAYNE COUNTY CONDOMINIUM PLAN NO. 227; THENCE THE FOLLOWING FOUR COURSES ALONG SAID CONDOMINIUM: (1) S. 02° 04' 14" W., 500.00 FEET, AND (2) S. 89° 43' 33" E., 88.00 FEET, AND (3) S. 02° 23' 17" W., 350.27 FEET, AND (4) S. 89° 48' 11" E., 450.07 FEET; THENCE S. 02° 23' 18" W., 361.00 FEET; THENCE S. 89° 34' 19" E., 540.75 FEET; THENCE S. 02° 29' 48" W., 110.00 FEET; THENCE S. 89° 33' 23" E., 233.00 FEET TO THE EAST LINE OF SAID SECTION 8 (BECK ROAD); THENCE S. 02° 29' 48" W., 237.30 FEET ALONG SAID LINE TO THE NORTHEAST CORNER OF "PINE CREEK ESTATES SUBDIVISION" AS RECORDED IN LIBER 111, PAGES 88 THROUGH 73 OF PLATS, WAYNE COUNTY, RECORDS; THENCE THE FOLLOWING TWO COURSES ALONG SAID SUBDIVISION: (1) N. 86° 29' 07" W., 381.01 FEET, AND (2) N. 89° 38' 07" W., 842.18 FEET TO A POINT ON THE EAST LINE OF "HICKORY CREEK", A CONDOMINIUM, WAYNE COUNTY CONDOMINIUM PLAN NO. 320; THENCE THE FOLLOWING TWO COURSES ALONG SAID CONDOMINIUM: (1) N. 02° 23' 17" E., 37.63 FEET, AND (2) N. 89° 38' 01" W., 781.36 FEET IN PARTS ALONG SAID CONDOMINIUM TO INTERMEDIATE TRAVERSE POINT "C"; THENCE N. 89° 38' 01" W., 22 FEET TO THE WATER'S EDGE OF STONERIDGE LAKE; THENCE ALONG THE WATER'S EDGE OF STONERIDGE LAKE AND TEAL LAKE APPROXIMATELY 4,820 ± FEET; THENCE N. 34° 44' 17" E., 38 FEET TO INTERMEDIATE TRAVERSE POINT "D", SAID WATER'S EDGE BEING DEFINED BY THE FOLLOWING INTERMEDIATE TRAVERSE LINE; BEGINNING AT THE ABOVE MENTIONED INTERMEDIATE TRAVERSE POINT "C"; THENCE N. 45° 00' 00" E., 36.00 FEET; THENCE S. 89° 30' 00" E., 732.00 FEET; THENCE N. 02° 00' 00" W., 361.00 FEET; THENCE S. 37° 40' 00" W., 234.18 FEET; THENCE

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EXHIBIT "B"

WAYNE COUNTY - DEPARTMENT OF PUBLIC SERVICES

COUNTY OF WAYNE, MICHIGAN
418 CLIFFORD
DETROIT, MICHIGAN 48226
224-7860

PERMIT TO CONSTRUCT, OPERATE, USE, AND/OR MAINTAIN

72 HOURS PRIOR TO ANY CONSTRUCTION, CALL 596-8515 FOR INSPECTION

72 HOURS BEFORE YOU DIG, DIAL MISS DIG 1-800-482-7167

PERMIT No. C-24784	
ISSUE DATE 07/14/98	EXPIRES N/A
REVIEW No. S 94-029	WORK ORDER

PROJECT NAME
STONEWATER SUBD. (PHASE I) NO. 1

LOCATION
BECK ROAD & BETWEEN SIX & SEVEN MILE RD

CITY/TOWNSHIP
NORTHVILLE

PERMIT HOLDER NORTHVILLE TOWNSHIP 41600 SIX MILE ROAD NORTHVILLE, MI 48167	CONTRACTOR
--	------------

CONTACT KAREN WOODSIDE	PHONE (248) 348-5800	24 HOUR PHONE	CONTACT	PHONE	24 HOUR PHONE
----------------------------------	--------------------------------	---------------	---------	-------	---------------

DESCRIPTION OF PERMITTED ACTIVITY
TO OCCUPY THE RIGHT-OF-WAY OF COUNTY ROADS WITHIN AND ABUTTING STONEWATER SUBDIVISION FOR THE PURPOSE OF OPERATING AND MAINTAINING STORM DRAINAGE FACILITIES UNDER THE JURISDICTION OF NORTHVILLE TOWNSHIP AS SHOWN ON EXHIBIT A ATTACHED TO THIS PERMIT.

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APPROVED PLANS PREPARED BY	PLANS APPROVED ON			
FINANCIAL SUMMARY	DEPOSITOR	REQUIRED ATTACHMENTS:		
PERMIT FEE \$ 0.00	FINANCIAL INSTITUTION	EXHIBIT A		
PLAN REVIEW FEE \$ 0.00				
PARK FEE \$ 0.00				
CASH BOND \$ 0.00				
INSPECTION DEPOSIT \$ 0.00				
FORCE ACCOUNT DEPOSIT \$ 0.00				
OTHER \$ 0.00	PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS			
TOTAL PAYMENT	CHECK No.	TYPE	CASHIER	DATE
\$		None		

IN CONSIDERATION OF THE PERMIT HOLDER AND CONTRACTOR AGREEING TO ABIDE BY AND CONFORM WITH ALL TERMS AND CONDITIONS HEREIN, A PERMIT IS HEREBY ISSUED TO THE ABOVE NAMED TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN WITHIN THE ROAD RIGHT OF WAY, COUNTY EASEMENT, AND/OR, COUNTY PROPERTY. THE PERMITTED WORK DESCRIBED ABOVE SHALL BE ACCOMPLISHED IN ACCORDANCE WITH APPROVED PLANS, MAPS, SPECIFICATIONS, AND STATEMENTS FILED WITH THIS OFFICE WHICH ARE INTEGRAL TO AND MADE PART OF THIS PERMIT. FURTHERMORE, THE GENERAL CONDITIONS AS WELL AS ANY REQUIRED ATTACHMENTS ARE INCORPORATED AS PART OF THIS PERMIT.

[Signature] 7-16-98 WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES YCC/ICAL
 NORTHVILLE TOWNSHIP DATE PREPARED BY
 PERMIT HOLDER / AUTHORIZED AGENT

X _____ DATE VALIDATED BY PERMIT COORDINATOR DATE
 CONTRACTOR / AUTHORIZED AGENT

RESOLUTION 98-126

At a regular meeting of the Northville Township Board of Trustees held August 20, 1998 at 7:30 p.m. at the Northville Township Civic Center the following resolution was offered.

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WHEREAS: Wayne County, hereinafter the "Petitioner", has petitioned this Board to agree to accept jurisdiction for the operation and maintenance of all drainage facilities constructed to service the **Stonewater Subdivision No. 1** and located outside of County road right of ways as well as certain storm drainage facilities located within county road right-of ways as shown on Exhibit A of the County's *Permit C-24784*; and

WHEREAS: The Charter Township of Northville has no legal obligation to accept such maintenance responsibility which will solely benefit the Petitioner or the **Stonewater Subdivision No. 1** or both; and

WHEREAS: No work shall be commenced until such time as a Storm Drainage System Maintenance Agreement between the Township and the **Stonewater Subdivision No. 1** is completed and approved; and

WHEREAS: The **Stonewater Subdivision No. 1** has agreed to execute the agreement providing, in part, that no cost or expense shall be incurred by the Charter Township of Northville, and to cause the same to be recorded, at the expense of the Petitioner; and

NOW THEREFORE BE IT RESOLVED: Upon a motion by Trustee Fogg and a second by Clerk Hillebrand to approve the Storm Water Maintenance Resolution and to authorize the Township Clerk of the Charter Township of Northville for the **Stonewater Subdivision No. 1**.

Ayes: Woodside, Hillebrand, Henningsen, Fogg, Gans, Selinsky
Nay: None
Absent: Abbo

RESOLUTION DECLARED ADOPTED:

I, Sue A. Hillebrand, Clerk of the Charter Township of Northville, County of Wayne, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Trustees at their regular meeting held on August 20, 1998 at 41600 West Six Mile Road.



Sue A. Hillebrand, Clerk

RESOLUTION 98-127

At a regular meeting of the Northville Township Board of Trustees held August 20, 1998 at 7:30 p.m. at the Northville Township Civic Center the following resolution was offered.

WHEREAS: Stonewater Subdivision No. 1, hereinafter the "Petitioner", has petitioned this Board to agree to accept jurisdiction for the operation and maintenance for that portion of the storm sewer outlet connection shown on the approved site plan as being located within Wayne County right-of-way; and

WHEREAS: The Charter Township of Northville has no legal obligation to accept such maintenance responsibility which will solely benefit the Petitioner or the Wayne County Department of Public Services, or both; and

WHEREAS: No work shall be commenced until such time as a Storm Drainage System Maintenance Agreement between the Township and the Petitioner is completed and approved; and

WHEREAS: The Petitioner has agreed to execute the agreement providing, in part, that no cost, or expense shall be incurred by the Charter Township of Northville, and to cause the same to be recorded, at the expense of the Petitioner; and

NOW THEREFORE BE IT RESOLVED: Upon a motion by Trustee Gans and a second by Treasurer Henningsen to authorize the Township Clerk of the Charter Township of Northville to sign the permit for operation and maintenance of said storm drainage facilities for the Stonewater Subdivision No. 1.

Ayes: Woodside, Hillebrand, Henningsen, Fogg, Gans, Selinsky
Nay: None
Absent: Abbo

RESOLUTION DECLARED ADOPTED:

I, Sue A. Hillebrand, Clerk of the Charter Township of Northville, County of Wayne, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Trustees at their regular meeting held on August 20, 1998, at 41600 Six Mile Road.

Sue A. Hillebrand

Sue A. Hillebrand, Clerk

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RESOLUTION 98-128

At a regular meeting of the Northville Township Board of Trustees held on August 20, 1998 at 7:30 p.m. at the Northville Township Civic Center, the following resolution was offered:

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WHEREAS: Stonewater Subdivision No. 1, hereinafter the "Petitioner", has petitioned this Board to agree to accept jurisdiction for the operation and maintenance for that portion of the storm sewer outlet connection shown on the approved site plan as being located within Wayne County right-of-way; and

WHEREAS: The Charter Township of Northville has no legal obligation to accept such maintenance responsibility which will solely benefit the Petitioner or the Wayne County Department of Public Services, or both; and

WHEREAS: Wayne County requires the Township of Northville to assume jurisdiction for the operation and maintenance of all storm drainage facilities located within the county road right-of-ways as well as certain storm drainage facilities located within county road right-of-ways; and

WHEREAS: The Board of Trustees of the Charter Township of Northville will convey the maintenance of the storm sewers to the developer and/or Homeowner's Association of Stonewater Subdivision No. 1; and

WHEREAS: The Board of Trustees of the Charter Township of Northville will require Homeowner's Association of Stonewater Subdivision No. 1, to indemnify, save harmless and defend Northville Township, its officials, agents and employees against any and all claims, suits and judgments of every name and description arising out of the design, installation, maintenance or presence within the County road right-of-way of the permitted storm sewers; and

NOW, THEREFORE BE IT RESOLVED: Upon a motion by Clerk Hillebrand and seconded by Trustee Fogg to authorize an Official of the Charter Township of Northville to sign the permit for the county road right-of-way for the installation of storm sewers for Stonewater Subdivision No. 1.

AYES: Woodside, Hillebrand, Henningsen, Fogg, Gans, Selinsky
NAYS: None
ABSENT: Abbo

RESOLUTION DECLARED ADOPTED:

I, Sue A. Hillebrand, Clerk of the Charter Township of Northville, County of Wayne, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Trustees at their regular meeting held on August 20, 1998, at 41600 Six Mile Road.

Sue A. Hillebrand

Sue A. Hillebrand, Clerk

**STONEWATER
HOMEOWNERS ASSOCIATION**

BYLAWS

ARTICLE I

PURPOSE

Stonewater Homeowners Association, a Michigan nonprofit corporation, herein referred to as the "Association," is organized under the applicable laws of the State of Michigan for those specific and general purposes set forth in the Association's Article of Incorporation. In furtherance of such purposes, the Association shall promote and maintain the common areas located within the Stonewater Subdivision (the "Subdivision"), and shall provide maintenance services with respect to said common areas within the Subdivision (the "Common Areas") to which reference is made in that certain Declaration of Covenants and Restrictions recorded in Wayne County Records, as amended. All terms used and not otherwise defined herein shall have the same meaning as set forth in the Declaration.

ARTICLE II

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Lot Owner shall be a Member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment hereunder. Optionees or land contract vendees of Declarant shall not be Members of the Association, but shall be fully responsible for all assessments and charges imposed hereunder against the Lots purchased. No Lot Owner, whether one or more persons, shall have more than one (1) membership per Lot owned. In the event a Lot Owner is more than one person entity, votes and rights of use and enjoyments shall be as provided herein.

Section 2. Voting Rights. Each Member shall be entitled to one (1) vote for each Lot owned. When more than one person or entity holds an interest in any Lot ("multiple ownership"), all such persons shall be Members but in no event shall there be more than one vote cast with respect to any such Lot. When more than one person or entity holds an interest in any Lot, such vote shall be exercised as the holders of such interests may, among themselves, agree and they shall so notify the Association in writing prior to any vote. Where a Lot is subject to multiple ownership, and the Lot Owners fail or refuse to notify the Association of the manner in which the multiple owners shall exercise their single vote within fifteen (15) days of the date set for the meeting, then and in such event the Lot Owner whose name first appears on record title shall be deemed the Member authorized to vote on behalf of all the multiple Lot Owners and any

vote cast in person or by proxy by said Lot Owner or the failure of said Lot Owner to vote shall be binding and conclusive on all multiple Lot Owners.

Notwithstanding the foregoing, no Member, other than Declarant, shall have the right to vote on Association matters, and the Declarant shall have the exclusive right to appoint the Board of Directors of the Association, and to amend the Declaration, all in Declarant's sole and absolute discretion, until the earlier to occur of: (a) such time as Declarant has sold, closed and conveyed title to not less than ninety-five percent (95%) of the total of the Lots in the Subdivision and the lots in any other actual or proposed subdivision which has been or which might thereafter be combined with or annexed to the Subdivision pursuant to the Declaration; and (b) such time as Declarant shall execute and deliver to the Association a written instrument executed by Declarant specifically relinquishing such exclusive voting rights. For the purposes of this paragraph, a sale and conveyance shall be deemed to have occurred only when a lot and home have been sold for occupancy. From and after the earlier of such dates, the Board of Directors shall be elected by the Members, and the Declarant shall have no further responsibilities with respect to the Association except for its responsibilities as a Member of the Association so long as it remains a Lot Owner.

Section 3. Active Members. Notwithstanding Section 1 of this Article II, only eligible individuals who have currently paid any and all dues and/or assessments levied by the Association within the time periods for making such payments shall be considered active members of the Association. Only active members shall be eligible for election or appointment as directors or officers of the Association, or for membership on an Association committee. Only active members shall be entitled to vote on any matter coming before the Association for decision. As used herein, the term "member" means only an active member.

ARTICLE III

DUES AND ASSESSMENTS

Section 1. Annual Assessments. Until January 1 of the year immediately following The first conveyance of Declarant of a Lot to a Lot Owner who is a Member of the Association, the minimum annual assessment shall be Five Hundred Dollars (\$500.00) per Lot.

(a) From and after January 1 of the year immediately following the first conveyance by Declarant of a Lot to a Lot owners who is a Member of the Association, the maximum annual assessment may be increased or decreased annually as may be determined by the Board of Directors of the Association (the "Board of Directors). Notwithstanding the foregoing, in no event shall the annual assessment be increased during any calendar year by more than twenty-five percent (25%) of the annual assessment levied in the preceding calendar year except with the written consent of the Declarant or, after conveyance of ninety-five (95%) of the Lots in the Subdivision and the lots in any other actual or proposed subdivision which has or may in the future be combined with or annexed to the Subdivision, by a vote of two-third (2/3) of each of

the Members of the Association who are voting in person or by proxy, at a meeting duly called for this purpose.

(b) In the event the Board of Directors does not or cannot agree on any change from and after January 1 of the year immediately following the first conveyance of a Lot to a Lot owner who is a Member of the Association, then and in such event the annual assessment shall continue at the rate of Five Hundred Dollars (\$500.00) per Lot, or such other annual rate hereafter established by Declarant pursuant to these Bylaws; provided, however, that in the event of any annual deficit, the Board of Directors of the Association shall assess each Lot pro rate annually to pay any such deficits.

Section 2. Special Assessments. In addition to the annual assessments provided for herein, the Association may levy special assessments applicable to an assessment year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement to a Common Area, provided, however, that any such special assessment shall first be approved by two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose and who have the right to use the Common Area as provided elsewhere herein.

Section 3. Uniform Assessment Rate. All annual, special and deficiency assessments shall be fixed and established at the same rate for all Lots except to the extent the Declarant establishes Limited Common Areas, the costs and expenses of which shall be assessed only to the lot Owners having use rights in the Limited common areas.

Section 4. Charges for Compliance with Ordinances, Laws, Rules or Regulations and Street Cleaning. Each Lot, during and immediately after construction of any Structure on the Lot, is subject to such charges as are necessary to defray the cost of street cleaning and to pay any other costs imposed by the Township or any other governmental entity on the Declarant or the Subdivision that are directly or indirectly related to construction activities on Lots in the Subdivision. Any cost imposed by the Township or any other governmental entity on the Declarant or the Subdivision that directly or indirectly relates to the construction activities on one or more Lots shall be assessed against, and shall be payable by, the Lot Owners (or land contract or option purchasers form Declarant) of the Lots which the costs are attributable.

Section 5. Effect of Non-Payment of Assessments or Charges, Personal Obligation or the Lot Owner and Liens and Remedies of the Association. In the event any assessment or charge is not paid on the due date then such assessment or charge shall become delinquent and a lien therefor shall thereupon arise and shall, together with interest thereon and costs of collection therefor (as hereinafter provided), be and become a continuing lien on such Lot until paid in full, and such lien shall be binding upon the Lot, the Lot Owner thereof and his or her heirs, personal representatives, successors and assigns. Such assessments and charges shall also be a personal obligation and debt of each Lot Owner and shall be binding upon each Lot Owner and remain the Lot Owner's obligation and debt for the statutory period. Any prospective successor or assign in or to title may obtain from the Association a written statement as to any unpaid assessments and

charges on such Lot and such statement shall be binding upon the Association. In the event the assessment is not paid in full within thirty (30) days after delinquency, the assessment shall bear interest from the date of delinquency at the rate of seven (7%) percent per annum and the Association may bring an action at law against the Lot Owner personally obligated to pay the same or foreclose the lien against the Lot, and the costs of preparing and filing the complaint in such action and/or in connection with the foreclosure (including the Association's attorney fees) shall be added to the amount of such assessment(s) and interest, and, in the event a judgment is obtained, the judgment shall include interest on the assessment(s) as above provided and reasonable attorney's fees together with all costs and expenses of the action.

ARTICLE IV

MEETINGS

Section 1. Place of Meeting. Meetings of the Association shall be held at a suitable place convenient to the members as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Declaration, Articles of Incorporation, these Bylaws, or the laws of the State of Michigan.

Section 2. Annual Meetings. Annual meetings of members of the Association shall be in the month of September each succeeding year (commencing the third Tuesday of September of the calendar year following the year in which the first annual meeting is held) on a date and at such a time and place as shall be determined by the Board of Directors. At such meetings there shall be elected by ballot of the members a Board of Directors in accordance with the requirements of these Bylaws. The members may also transact at annual meetings such other business of the Association as may properly come before them.

Section 3. Term. At the first annual meeting the members shall elect three candidates having the most votes for a term of two (2) years and two (2) candidates have the next most votes for a term of one (1) year. At each annual meeting thereafter, members shall elect directors, whose term has expired, for a term of two (2) years.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board of Directors or upon a petition signed by one-third (1/3) of the members presented to the Secretary of the Association, but only after the first annual meeting has been held. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice and Quorum. Written notice of any membership meeting called for any purpose hereunder shall be sent by first class mail to all Members at least twenty (20) days in advance of such meeting, and shall set forth the purposes thereof. At the first meeting of the Association, the presence of Members or of proxies entitled to cast thirty-five percent (35%) of all votes of the Members shall constitute a quorum. In the event the required quorum is not present at such meeting, another meeting may be called, upon notice as set forth herein, and the required quorum at such subsequent meeting shall be fifty percent (50%) of the required quorum at the preceding meeting.

Section 5. Action Without Meeting. Any action may be taken at a meeting of members (except the election or removal of directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 5 of this article for the giving of notice of meeting of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of votes which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 6. Minutes: Presumption of Notice. Minutes or a similar record of the preceding of meeting of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matter set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE V

BOARD OF DIRECTORS

Section 1. Board of Directors' Duties: Indemnity. Subject to the foregoing provisions, the Board of Directors of the Association, which shall consist of at least three (3) and not more than fifteen (15) persons, shall fix the amount of the assessments against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall prepare a roster of the Lots and the assessments applicable thereto to be maintained in the office of the Association and which shall be open to inspection by any Lot Owner at all reasonable times. Written notice of the assessment shall there upon be sent to every Lot Owner subject thereto and the Association, shall upon demand and payment of a reasonable charge, furnish to any Lot Owner liable for such assessment a certificate in writing signed by an officer of the Association, which state whether such assessment has been paid and the amount of any due but unpaid assessments. To the fullest extent permitted by law and as more fully set forth in the by-laws of the Association, the Association shall defend, indemnify and hold harmless each member of the Board of Directors against all liability, costs and expenses (including attorney's fees) incurred in the course of or as a result of their conduct in their capacity as members of the Board of Directors excepting only fraud and other forms of willful wrongdoing. The Association shall maintain insurance for such purpose

Section 2. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums of such bonds shall be expenses of administration.

ARTICLE VI

OFFICERS

Section 1. Officers. The principal officers of the Association shall be a President, a Secretary and a Treasurer, who shall be members of the Board of Directors. The directors may appoint such other officers as in their judgment may be necessary.

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

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

(c) Treasurer. The Treasurer shall have responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposits of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

Section 2. Election. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and the officer's successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

Section 4. Duties. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICE VII

FINANCE

Section 1. Fiscal Year. The fiscal year of the Association shall be an annual period commencing of such date as may be initially determined by the Board. The commencement date of the fiscal year shall be subject to change by the Board for accounting reasons or other good cause.

Section 2. Bank. Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Board and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by the resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, incurred by or imposed upon the director or officer in connection with any proceeding to which the director or officer may be a party, or may become involved, by reason of the director or officer being or having been a director or officer of the Association, whether or not a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of such director's or officer's duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right for the indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all members thereof. Further, the Board of Directors is authorized to carry directors' and officers' liability insurance covering acts of the directors and officers of the Association in such amounts as it shall deem appropriate.

ARTICLE IX

AMENDMENTS

Section 1. Method. These Bylaws may be amended by the Association, at a duly constituted meeting or in writing, by affirmative vote of majority of the Members entitled to vote.

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

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

Section 4. Distribution. A copy of each amendment to these Bylaws shall be furnished to every active member of the Association after adoption; provided, however, that any amendment adopted in accordance with this Article shall be binding upon all Members irrespective of whether such persons actually receive a copy of the amendment.

ARTICE X

SEVERABILITY

In the event that any of the terms, provisions or covenants of the Bylaws are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

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STONEWATER HOME OWNERS RULES & REGULATIONS

The following Rules & Regulations have been adopted by the Board of Directors under the authority granted by Article VII, G (10) of the Declarations of Covenants and Restrictions. Mostly, they contain excerpts from the Declarations, with specific sections in Article VIII noted so that the complete controlling provision can be reviewed. Should there be any conflict between these Rules & Regulations and the Declaration, the language of the Declaration prevails.

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Whenever any reference is made to one gender, the same shall include a reference to either or both genders where appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where appropriate.

Building and Ground Restrictions

- (1) No residence shall be used for other than residential purposes, and the Common Elements shall be used only for purposes consistent with such use.
- (2) No immoral, improper, unlawful or offensive activity shall be carried on in any residence or upon the Common Elements, nor shall anything be done which may be or become an annoyance or nuisance to any Owner, nor shall any unreasonably noisy activities be carried on in any unit or Common Elements. No Owner shall do or permit anything to be done or keep or permit to be kept in his residence or Common Elements, anything that would increase the rate of insurance on the Complex.
- (3) Each Owner shall maintain the site and residence owned and any Common Elements for which he has maintenance responsibility in a safe, clean, and sanitary condition including mowing grounds timely to provide a neat appearance. Each Owner shall also use due care to avoid damaging any of the Common Elements, including, but not limited to, the communication, water, gas, plumbing, electrical or other utility conduits and systems, and any other Common Elements in any residence which are appurtenant to or which may affect any other residence. Each Owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by the Owner or his family, guests, agents or invitees, unless such damages are covered by insurance carried by the Association, in which case responsibility shall be limited to the extent of the deductible amount. Any costs or damages to the Association may be assessed to and collected from the responsible Owner as an additional assessment.
- (4) No Owner shall use, or permit the use by any occupant, agent, employee, invitee, guest or member of his family of any firearms, darts, air rifles, pellet guns, BB guns, bows and arrows, slingshots or other similar dangerous weapons, projectiles or devices anywhere within the Complex.
- (5) Sidewalks, yards, landscaped areas, driveways, roads, parking areas, and porches shall not be obstructed in any way, nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, portable game equipment, athletic equipment, boats, chairs or benches may be left unattended on or about the General Common Elements. Use of any of the Common Elements may be limited to such times and conditions as may be imposed by the Board of Directors, who shall determine such use by duly adopted regulations.
- (6) The Common Elements (including Limited Commons) shall not be used for storage of supplies, materials, personal property, or trash or refuse of any kind, except as provided in the Association's Rules and Regulations. Trash receptacles shall be maintained by each Owner within his residence or within the areas designated by the Board of Directors, and shall not be permitted to remain elsewhere on the Common Elements, except for such periods as may be reasonably necessary to permit periodic collection of trash. In general, no activity shall be carried on, and no condition maintained by an Owner either in his residence or upon the Commons, which spoils or adversely affects the appearance and enjoyment of the Complex.

B. LEASING (Sec. 8.5)

(1) An Owner may enter into a lease of his residence for the same purposes as set forth in Section A, provided that such lease is for the entire residence and for an initial term of not less than Twelve (12) months. Owners desiring to lease shall supply the Association with a copy of the lease at least ten (10) days prior to executing the lease.

(2) An Owner who leases his residence is responsible for informing the lessee of the Applicable Covenants, Bylaws, Rules & Regulations, and Restrictions (parking, pets, planting, etc) The lease form must include a provision (available from the Managing Agent) stating that the lessee has read the Association's documents and agrees to abide by them.

C. SIGNS (Sec. 8.2 (g))

Signs and Flags. Except for such signs, flags, and banners as may be posted by the Declarant or a Builder (as permitted by the Declarant) for promotional or marketing purposes or by the Association, no signs, flags or banners or any character shall be erected, posted or displayed unless with the prior written approval of the Covenants Committee. An American flag and the flag of any one of the United States, may be flown in the size (no larger than 4 x 6), manner and place permitted by the Covenants Committee. No free-standing flagpoles are permitted, except as may be installed by the Declarant or a Builder during the Development Period or the association.

D. FLAGS

Flags, and banners may be posted by the Declarant or a Builder (as permitted by the Declarant) for promotional or marketing purposes or by the Association, no signs, flags or banners or any character shall be erected, posted or displayed unless with the prior written approval of the Covenants Committee. An American flag and the flag of any one of the United States (no larger than 4 x 6) may be flown in the size manner and place permitted by the Covenants Committee. No free-standing flagpoles are permitted without prior Board approval, except as may be installed by the Declarant or a Builder during the Development Period or the association.

E. PETS (Sec. 8.20)

The subject of keeping pets is a highly emotional issue. Residents owning pets should recognize that their pets can become a nuisance to their neighbors if not properly controlled. No animal, other than normal house pets, shall be kept within any unit or on the Complex. No animal may be permitted to run loose at any time upon the Common Elements, and all animals shall be attended at all times by some responsible person while on the Common Elements. The following rules and regulations presently apply:

- (1) Pets are not allowed to run loose anywhere on the Complex at any time.
- (2) Pets must be walked on a leash.
- (4) The resident is responsible for immediately cleaning up their pet's droppings while they are in the Complex.

F. VEHICLES, MOTORCYCLES, SNOWMOBILES AND PARKING RESTRICTIONS (Sec 8.2 m & 7.6 a & b)

- (1) Residents are to park their cars and private use trucks and vans in their garage whenever possible. If space in the garage is not available, residents are to park their automobiles in their own driveway only. Any damage to the common elements from Owner or guest vehicles shall be repaired at Owner expense.
- (2) Residents are not to park on streets within the Complex unless absolutely necessary, and then only for short periods of time. In the event of a large number of guests, it is understood that these streets may be used for overflow parking, but the resident must provide instructions to park on one side of the street only, and not directly opposite from any driveways where collisions could easily occur
- (3) Trucks (i.e company logo or vans), trailers, boats, campers, snowmobiles, jet skis, Two wheeled motorized vehicle or vehicles other than automobiles that are property of residents may only be parked or stored in the Owner's garage.
- (4) Residents with motorized homes or campers who are preparing for departure or returning from an extended trip, may park in the driveway, but for a period not longer than 24 hours.
- (5) Commercial vehicles and trucks may be permitted in and about the Complex only while making deliveries or pickups in the normal course of business.
- (6) Vehicles parked for purposes of selling are prohibited.
- (7) Motorcycles are allowed on the complex roads, but motorcycles, and all off-road motorized vehicles, including snowmobiles, are prohibited on all General Common Elements.
- (8) Overnight parking on the streets is prohibited. Vehicles of any sort, other than automobiles or non-commercial trucks must be parked in the owner's garage.

G. TRASH REMOVAL (sec. 8.2 h)

- (1) Rubbish is usually collected on Monday. Residents are not to place trash for collection before 6:00 p.m. prior to collection day. Trash receptacles are to be stored in garage and must be brought from the curb no later than midnight the day of collection
- (2) In the event of a weekday holiday, collection will be made one day later than normal pick-up.
- (3) Trash should be packaged, tied securely, and conform to Township trash policies.

H. GARAGE DOORS

For both aesthetic and security reasons, garage doors are not permitted to be kept open if the Resident of the unit is not in attendance. If the Resident is actively engaged in gardening work, or other activity which requires frequent access to the garage, the garage door may be kept open during the period this work or activity is being performed. However, this exception must also be ruled by the concept of reasonableness (i.e.) a garage door kept open all day, when the outdoor activity requiring frequent garage access is only occasionally or intermittently being performed, would not meet the test of reasonableness. Garage doors are also not to be kept in a partially raised position for the previously cited aesthetic and security reasons.

I. PATIO AND DECK FURNITURE AND EQUIPMENT

(1) No unsightly conditions shall be maintained around or under any patio or deck, and only furniture and equipment consistent with ordinary patio or deck use shall be permitted to be maintained there during seasons when reasonably in use, and no furniture or equipment of any kind shall be stored on patios, balconies or decks during seasons when patios or decks are not reasonably in use.

Specifically, the following are permitted:

- Tables and chairs designed for patio or deck use
- Umbrellas designed for patio/deck use
- barbecue grills
- Other items normally located on and designed for use on patios or decks, such as: planters, bird baths, garden benches, birdfeeders of a design that does not attract pigeons
- Gliders (similar to those for porches) or hammocks
- Heaters designed for outer patio use only

The following are not allowed:

- Furniture not designed or intended for patio or deck use
- Recreational or exercise equipment such as slides, monkey bars, etc.
- Any equipment (other than umbrellas designed for patio/deck use) having a height greater than five feet as measured from the floor of the patio or deck. (Includes frames for seating of any kind.)

(2) Furniture and equipment which may be left on patios, or decks during all seasons includes: barbecue grills (if permanently installed), planters, birdbaths, bird feeders, and garden benches (such as those constructed of cast iron).

J. MODIFICATIONS OF THE COMMON ELEMENTS

Rules and Regulations have been adopted which set standards, maintain the appearance and character of the Complex, and enhance the value of the entire community property. In establishing the regulatory framework, the Board tries to be as accommodating as possible to the creative desires of the Owners.

(1) Approvals

All requests for additions or modifications to buildings and grounds should be submitted to the Managing Agent. When appropriate, the Covenants Committee shall review requested projects with adjoining or opposite Owners should there be any question in their judgment regarding the infringement of view, access or when other neighborhood problems could be created.

(2) Codes and Permits

The Owner is responsible for obtaining the necessary building permits from the Township if planning on plumbing, heating, electrical, or building revisions. Before beginning any remodeling, it is advisable to check with the Covenants Committee, as approval may be needed before a permit is issued.

K.. PROPERTY ADDITIONS

(1) Basketball Hoops (Sec. 8)

All basketball hoops shall have a clear backboard and on ground mounted black posts located at least 25 feet from the road and at least 5 feet from the site sideline. Net and post must be maintained free of rips and rust.

(2) Television Antenna (Sec. 8.2 k)

No outside television or other antenna or aerial, saucer, dish, receiving device shall be placed on any site, unless the device is a mini dish not exceeding 18 inches in diameter and is fully screened from view and approved by the Board of Directors. Every effort shall be made to screen dish. A Rock Dish should shield if ground mounted.

(3) Dog Kennels

Dog kennels or runs or other enclosed shelters are not permitted.

(4) Outbuildings

No temporary structures, accessory buildings, mobile home, trailer, tent, shack, tool shed, barn, tree house, or similar structure shall be placed on any site at any time. Except for Developer or builders.

(5) Decks

a. Approval.

The Covenants Committee must approve addition of decks. Generally, a township permit must be obtained. This will require a site plan showing where the deck will set, structural layout of the deck, two elevations of the deck (front and side) and a list of material content.

b. Precautions

Before proceeding, either the Owner or contractor should take the necessary steps to prevent damage to the utility and cable television lines. This generally entails informing the utilities (Miss Dig) so that they can mark the line locations. Any damage that might be caused to the Complex as a result of the installation must be promptly repaired at Owner expense.

(6) Swimming Pools & Hot Tubs

No swimming pools or hot tub shall be erected or maintained on or in any site without prior written approval of the Board of Directors as to size location, materials, type of construction, including design of fencing required by the Township. Above ground pools are not allowed.

Permitted hot tubs shall be located in the rear of the residence, be fully screened with evergreen landscaping and shall extend no more than 12 feet from the residence. Hot tubs must include a cover that can be locked when the hot tub is not in use.

(7) Fences (Sec. 8.2 l)

No fence or wall of any kind shall be erected or maintained on any site without the express prior written consent of the Board of Directors.

(8) Playscapes or similar structures require approval of the Architectural Committee.

L. PLANTING OF GENERAL COMMON ELEMENTS

(1) Plantings may be installed by Owners on General Common Elements only upon written permission of the Board. All planting and edging installed by the Owner on the Common Elements are to be maintained by the Owner. The Owner is responsible for the restoration of the Common Elements to the original condition should the plantings be removed.

(2) Edging for plantings may be used, but must be installed flush with the common ground surface plane (grass stops, rubber, plastic, wood, or concreted ties, tile, brick, slate). Permanent installations such as poured concrete or cemented brick are not to be utilized.

M. LATE CHARGES

All assessments which remain unpaid as of ten (10) days after the due date shall incur a uniform late charge of \$25.00 per month. Payments shall be applied as directed by the Board of Directors. If no contrary direction is given the following will apply: first to cost of collection including attorney's fees, second to any interest charges and late fees, third to the amount in default.

N. COMPLETION OF RESIDENCE GROUNDS

Within 90 days of closing or occupancy, whichever is sooner, residence lawn areas shall be sodded. Should closing or occupancy occur after October 1 of any year, then sodding may be delayed until the following May 1.

O. REPORTING VIOLATIONS - ENFORCEMENT PROCEDURES

When a Homeowner or resident wishes to report a violation of the covenants or of these Rules, the violation should be noted in writing and delivered to association management company. The name of the person reporting the violation must be indicated or it will be ignored.

The Board of Directors has adopted the following policy relative to notification of violations. Up to two Notices may be sent when a violation occurs. The first Notice will request compliance. If compliance is not obtained, then a second Notice will indicate that a hearing will be held to allow offending Homeowners the opportunity to present evidence in defense of the alleged violation before fines are assessed.

P. FINES - \$25.00 PER DAY

The amount of fines has been adopted by the Board of Directors. An initial Violation Notice is normally sent within 24 hours. A Second Notice indicating that a fine will be assessed and advising of an opportunity for an appeal hearing would follow within 10 days of the date of the Notice.. Fines will be assessed each day the violation occurs after the Second Notice/Hearing. The Board reserves the right to increase fines for persistent violations of the same Rule or Regulation. Fines are in addition to any legal fees or other costs assessed related to the violation.

FAILURE TO MAINTAIN SITE IN ACCORDANCE WITH CCR'S AND UNAUTHORIZED ARCHITECTURAL AND/OR LANDSCAPING ALTERATIONS - See Declaration Articles IX.

Q. SPEEDING

The Speed Limit within Stonewater is 25 mph and any homeowner who exceeds or permits other residents of the homeowners unit to exceed this limit may be fined according to the Notice and Hearing procedure referred to in Section N. above.

R. BUBBLERS

Boats shall be removed from the water at the end of the season. The use of bubblers shall be prohibited as they cause additional risk by creating unnaturally thin ice.

S. MAIL BOXES (VII, R,3)

All mail boxes shall be of uniform size, color, and same design in compliance with the standards set forth by the Declarant in accordance with post office requirements. It is the homeowner's responsibility for all repairs.

IMPORTANT NOTICE:

Please be advised the Stonewater Homeowners Association and the developer has authority and legal right to ensure that all homes and grounds are properly maintained in all respects. If not corrected in a timely manner the Association intends to enforce compliance and the homeowner would be liable for any costs involved, including the hiring of a contractor to do this work. Also, if unpaid, fines than a lien would be levied against the home and owner would be responsible for actual cost, legal penalties and interest if applicable.