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BUCKINGHAM PLACE SUBDIVISION
DECLARATION OF COVENANTS
AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (this "Declaration") made this 19th day of August, 1992, by CARROLLTON ARMS, a Michigan General Partnership (the "Declarant"), having its principal office at 1330 Goldsmith, Plymouth, Michigan 48170.

W I T N E S S E T H:

The following is a recital of the facts and objectives underlying this Declaration:

A. Declarant is the owner in fee simple absolute of certain real property (the "Subdivision") situated in the Charter Township of Canton (the "Township"), Wayne County, Michigan. The Subdivision is more particularly described on Exhibit "A" attached hereto.

B. The Subdivision consists of (i) one hundred thirty (130) lots (the "Lots"), each of which is to be used for the construction and occupancy of one (1) detached single-family residence and permitted related improvements, in each case, subject to the provisions of this Declaration, and other matters of record, and (ii) certain private parks (the "Common Areas"), including (a) Southeast Park; (b) South Park; (c) East Park; (d) West Park (e) Central Park; (f) Northwest Park; (g) Chesterfield West Park; and (h) Chesterfield East Park (collectively "Private Parks"), all of which are intended for the benefit of the Subdivision, and for the use in common of (1) the Owners; (2) the Occupants; and (3) the Permittees.

C. Declarant desires to subject the Subdivision to the covenants, restrictions, conditions, easements, charges and liens hereinafter set forth (i) to insure the development of the Subdivision as a desirable residential community; (ii) to prevent the construction, installation, placement or maintenance of any undesirable use, improvement or thing within the Subdivision; (iii) to promote internal harmony within the Subdivision; and (iv) to provide for the perpetual preservation and maintenance of the Common Areas, including, without limitation, the Storm Drainage Facilities, in a manner consistent with high environmental, aesthetic and residential standards, and the provisions of any applicable agreement with the Township regarding the Common Areas and/or the Storm Drainage Facilities.

D. Declarant deems it desirable to create an entity (the "Association") to own the Common Areas, and to which shall be delegated and assigned certain powers and duties hereunder, including, without limitation (i) administration, operation and maintenance of the Common Areas, including, without limitation, the Storm Drainage Facilities, and in addition, the thirty inch (30") diameter drain pipe crossing Wade Bridge Drive near lots number 53, 54, 63 and 64, and the subdivision entrance landscaping; (ii) enforcement of the covenants, restrictions, conditions, easements, charges and liens set forth in this Declaration; (iii) collection and disbursement of the assessments and charges described in this Declaration; and (iv) promotion of the health, safety and welfare of the residents of the Subdivision.

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REGISTERED INSTRUMENTS

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E. Declarant has caused the Association to be organized as a nonprofit corporation (with mandatory assessment powers), for a perpetual term, under the laws of the State of Michigan, for the purpose of exercising the powers, duties and functions of the Association set forth in this Declaration (either directly, or through a management agent and/or maintenance contractors engaged by the Association).

NOW, THEREFORE, Declarant hereby declares that the Subdivision, including each Lot and Common Area in the Subdivision, shall be held, transferred, sold, conveyed, leased, used and occupies subject to the following covenants, restrictions, conditions, easements, charges and liens, each of which is for the benefit of, and shall run with and bind, each Lot and Common Area, and each person having any right, title or interest in any Lot or Common Area, including, without limitation, each Owner and Occupant and/or the heirs, personal representatives, successors and/or assigns of any such person.

ARTICLE I

Defined Terms

As used in this Declaration with initial capital letters, the following terms shall have the meaning ascribed thereto:

"Association" shall mean and refer to the **BUCKINGHAM PLACE PROPERTY OWNERS ASSOCIATION**, a Michigan Nonprofit Corporation, having its principal office at 1330 Goldsmith, Plymouth, Michigan 48170.

"Committee" shall mean and refer to the **Architectural Review Committee** established under the provisions of this Declaration, or the Association, as the Context may require.

"Common Areas" shall mean and refer to those areas of land denoted as **"Private Parks"** on the recorded Plat of the Subdivision, including Southeast Park, South Park, East Park, West Park, Central Park, Northwest Park, Chesterfield West Park, and Chesterfield East Park, and intended to be (i) owned by the Association and (ii) devoted to the common use and enjoyment of the residents in the Subdivision, together with any and all improvements now or hereafter located thereon, including, without limitation, the Storm Drainage Facilities situated upon Southeast Park.

"Declarant" shall mean and refer to **CARROLLTON ARMS**, a Michigan General Partnership, or any successor thereto, or any person to whom or which it may expressly assign any one or more of its rights or delegate any of its authority hereunder, in each case by means of an appropriate documents recorded with the Register of Deeds of Wayne County, Michigan and, in each case, as the context may require.

"Improvement" shall mean and refer to every building of any kind, garage, shed, gazebo, fence, wall or gate, pool, tennis court or other structure or recreational facility which may be erected or placed on any Lot, including, without limitation, any driveway, parking area, landscaping, planted material, sign, drainage system and/or utility connection thereon or therein.

"Lot" shall mean and refer to any numbered parcel of land shown as such upon the recorded Plat of the **BUCKINGHAM PLACE SUBDIVISION**, and used or to be used for the construction and occupancy thereon of a detached single-family residential dwelling and related improvements in accordance herewith, and such reference may include such dwelling and related improvements, as the context may require.

"Members" shall mean and refer to all those persons entitled to membership in the Association, as provided in this Declaration.

"Occupant" shall mean and refer to any person holding under an Owner and entitled by lease, deed, contract or other agreement to use and occupy a residence upon any Lot.

"Owner" shall mean and refer to the record owner, whether one or more persons, of the fee simple title to any Lot, including, for such purposes, the land contract vendee in regard to any Lot (rather than the land contract vendor), but not including any mortgagee unless and until such mortgagee shall have acquired such fee simple title pursuant to foreclosure or any proceeding or conveyance in lieu of foreclosure. Where more than one person has an interest in the fee simple title to any Lot, the interests of all such persons collectively shall be that of a single Owner for purposes of voting on all matters involving the Association and Subdivision.

"Permittees" shall mean and refer to the visitors, invitees and guests of each Owner and occupant.

"Person" shall mean and refer to any corporation, partnership, trust, association or natural person or combination thereof, as the context may require.

"Storm Drainage Facilities" shall mean and refer to the storm sewer line and storm water sedimentation basin and related equipment located upon Southeast Park and, in addition, the thirty-inch (30") diameter pipe crossing Wade Bridge Drive near lot numbers 53, 54, 63 and 64. The Storm Drainage Facilities are covered by an easement in favor of the Township, and are the subject of a maintenance agreement between the Township and the Wayne County Department of Public Services but, anything in the foregoing instruments to the contrary withstanding, the Association shall be solely responsible for the permanent maintenance and operation of the Storm Drainage Facilities, and for the payment of all costs and expenses in connection therewith.

"Subdivision Entrance Landscaping" shall mean and refer to the trees, shrubs, flowers, bushes, sod, seeding, entrance sign, lighting systems and all of the piping, conduit and wiring necessary to provide lumination and water for irrigation installed in and on the entrance boulevard.

"Township" shall mean and refer to the Charter Township of Canton, Wayne County, Michigan.

ARTICLE II

Membership in the Association

SECTION 1. MEMBERSHIP. Every person who or which is the Owner of a Lot shall be a Member of the Association. Membership in the Association is, and shall be, appurtenant to, and may not be separated from, ownership of any Lot. Notwithstanding the foregoing, the termination of any person's ownership interest in any Lot and the consequent termination of such person's membership in the Association, shall not be deemed to relieve such person from any debt or obligation attributable to such Lot, which accrued or arose during the period in which such person was an Owner of a Lot.

SECTION 2. VOTING RIGHTS. The Association shall have one (1) class of voting membership. Each member shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds any such interest in a lot, all such persons shall be members. The one (1) vote for such Lot shall be exercised as they, among themselves, determine.

Notwithstanding the foregoing, the Declarant shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership in order to assure the early initial development of Buckingham Place Subdivision.

ARTICLE III

Property Rights in the Common Areas

SECTION 1. MEMBERS' EASEMENTS OF ENJOYMENT. Subject to the provisions of Section 3 of this Article III following, every Member shall have a right and easement of enjoyment in and to the Common Areas, and such easement shall be appurtenant to and shall pass with the title to any Lot, whether or not specifically set forth in the deed or other conveyance to such Lot.

SECTION 2. TITLE TO COMMON AREAS. Declarant hereby covenants that it shall convey the Common Areas to the Association, free and clear of all liens and encumbrances, except (i) easements and rights-of-way of record, and (ii) such rights with regard to the grant of additional easements as are reserved to the Declarant and/or Association herein, and subject to the Members' rights and easements of enjoyment not later than three (3) years from the date of recordation of this Declaration.

SECTION 3. EXTENT OF MEMBERS' EASEMENTS. The rights and easements of enjoyment of the Members in and to the Common Areas are, and shall be, subject to the following:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;

(b) The right of the Association to suspend the voting and enjoyment rights of any Member for any period during which any assessment against such Member's Lot remains delinquent and unpaid, and for a period, not to exceed sixty (60) days, for any infraction by such Member of the published rules and regulations of the Association;

(c) The right of the Declarant and/or Association to grant easements affecting the Common Areas to government agencies, and others, for utilities of any kind serving the Subdivision or any part thereof;

(d) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency or authority for such purposes, and subject to such conditions as may have been agreed upon by the Members; provided that no such dedication or transfer or determination as to the conditions thereof shall be effective unless an instrument signed by two-thirds (2/3) of the Members shall have been recorded, agreeing to such dedication or transfer, and as to the conditions thereof; and, provided, further, that no such dedication or transfer or determination as to the conditions thereof shall be effective unless the prior consent thereto of the Township, acting by and through its Board of Trustees, shall have first been obtained; and

(e) The right of the Association to levy assessments upon the Lots, as set forth in Article IV hereof.

SECTION 4. DELEGATION OF USE. Any Owner may delegate his right of enjoyment in and to the Common Areas to the members of his family and/or his occupants and permittees.

SECTION 5. ADDITIONAL EASEMENTS. Declarant reserves the right to grant additional easements affecting the Common Areas to government agencies and others for utilities of any kind serving the Subdivision or any part thereof, without the consent of the Association or any Member.

ARTICLE IV

Covenant for Maintenance Assessments

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant, for each Lot within the Subdivision owned by Declarant, hereby covenants and agrees, and each Owner of any Lot by acceptance of a deed, land contract or other conveyance thereto, whether or not it shall be so expressed in any such deed, land contract or other conveyance, shall be deemed to have covenanted and agreed to pay to the Association, annual and special assessments and/or charges, established and to be collected as hereinafter provided. Such assessments, together with interest thereon, and the costs of collection thereof, including reasonable attorney fees, shall be a charge and continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest thereon and the costs of collection thereof, including reasonable attorney fees, shall also be the personal obligation of each person who was an Owner of such Lot at the time the assessment became due and payable. The personal obligation of any Owner for any delinquent assessment shall not pass to any successor in title of such Owner unless expressly assumed by such successor.

SECTION 2. FUNCTIONS OF THE ASSOCIATION. The principal functions of the Association are (i) the enforcement of the provisions of this Declaration; (ii) the collection and disbursement of assessments; (iii) the establishment of reasonable rules and regulations for the use of the Common Areas; (iv) the maintenance of the Common Areas; and (v) the promotion of the interest of the Owners. As used in this Declaration, the term "maintenance of the Common Areas" shall be deemed to include, without limitation, the following:

(a) The operation, maintenance and improvement of the Common Areas, including, without limitation, the maintenance, repair and replacement of the entrance monuments, landscaping, irrigation systems, lighting systems and established grades within the Common Areas;

(b) The maintenance and improvement of the boulevard, cul-de-sac and the public walkways within the Subdivision;

(c) Improvement of the landscaping within the Common Areas, including, without limitation, the installation of sod and the planting of trees, flowers, shrubs and other plant materials;

(d) Maintenance of the landscaping within the Common Areas, including, without limitation, the cutting of grass, weeds and other growing material.

(e) The installation of additional facilities, improvements and landscaping within the Common Areas;

(f) Control of undesirable insects and animals within the Common Areas;

(g) Removal of trash, paper and debris from the Common Areas;

(h) The operation and maintenance of the storm water sedimentation basin upon the Southeast Park, including, without limitation, the maintenance, repair and replacement of any pipe, drain, valve, grate or opening in the storm water sedimentation basin, and all pipes or lines leading into or out of the storm water sedimentation basin;

(i) Maintenance of the landscaping and slopes in and around the storm water sedimentation basin;

(j) Payment of all real estate taxes, special assessments and other charges upon the Common Areas imposed or levied by any appropriate governmental authority;

(k) The payment of insurance expenses in regard to the Common Areas and the Association; and

(l) Each and every other act necessary to protect and preserve the Common Areas for their intended purposes, including, but not limited to, the proper functioning of the Storm Drainage Facilities at all times; and

(m) Snow removal on all Subdivision streets.

(n) The maintenance repair and replacement of any pipe, drain, valve, grate or opening including the replacement of any pavement with regard to the thirty-inch (30") diameter pipe crossing Wade Bridge Drive near lots number 53, 54, 63, and 64.

(o) The payment of legal expenses necessary to defend the Township and its employees and Wayne County and its employees against all claims, suits or judgments arising out of the operation, maintenance, repair and replacement of the subdivision entrance landscaping.

SECTION 3. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents of the Subdivision and, in particular, for (i) the maintenance of the Common Areas; (ii) enforcing the provisions of this Declaration; (iii) providing other community services desired by the Members; and (iv) the protection of the Owners.

SECTION 4. ANNUAL ASSESSMENTS. The basis of the annual assessments and the maximum amounts thereof shall be as follows:

(a) Until January 1st of the year immediately following the conveyance of the first Lot to an Owner other than the Declarant, the maximum annual assessment shall be One Hundred Twenty Dollars (\$120.00) per Lot;

(b) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner other than the Declarant, the maximum annual assessment may be increased by the Board to Two Hundred Dollars (\$200.00) per Lot, without a vote of the Owners;

(c) Thereafter, the maximum annual assessment may be increased each year by the Board not more than ten per cent (10%) above the maximum assessment for the prior

year without a vote of the Owners (it being understood that the maximum annual assessment for any year may be increased by more than ten per cent (10%) above the maximum assessment for the prior year upon the affirmative vote of two-thirds (2/3) of the Owners voting in person or by proxy, at a meeting duly called for that purpose; and

(d) The Board may, after consideration of the current fiscal needs of the Association, fix the actual annual assessment for any year at an amount less than the maximum herein otherwise permitted.

SECTION 5. SPECIAL ASSESSMENTS. In addition to the aforesaid annual assessments, the Association may levy against each Owner, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of any improvement upon the Common Areas; provided that any such special assessment shall have the assent of two-thirds (2/3) of the Owners voting in person or by proxy, at a meeting duly called for that purpose, and provided, further, that the Association shall levy a special assessment, if required, pursuant to Article VII of this Declaration, under the conditions therein described, in which event no vote of Owners shall be required.

SECTION 6. UNIFORM RATE OF ASSESSMENTS. The annual assessments and each special assessment shall be set by the Board at a uniform rate for each Lot, and may be collected on a monthly or an annual basis as may be determined by the Board.

SECTION 7. NOTICE OF QUORUM FOR ACTION AUTHORIZED UNDER SECTIONS 4 AND 5. Written notice of any meeting called for the purpose of taking any action authorized under either Section 4 or 5 of this Article IV shall be sent to all Owners not less than fifteen (15) days in advance of such meeting. At the first meeting so called, the presence at the meeting of Owners or of proxies entitle to cast sixty per cent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not present at such meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that such subsequent meeting shall be held not more than sixty (60) days following the preceding meeting at which a quorum was not present.

SECTION 8. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATE. The annual assessments provided for herein shall commence as to all Lots on the first day of the month next following the conveyance of the first Lot to an Owner other than Declarant. The first annual assessment shall be made for (and adjusted on the basis of) the balance of the calendar year, and shall become due and payable as at the day fixed for commencement. The annual assessment for any year after the first year shall become due and payable on the first day of January of such year.

SECTION 9. DUTIES OF BOARD OF DIRECTORS. Subject to the limitations set forth in Sections 4, 5 and 6 of this Article IV, the Board shall fix the amount of the annual assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period, and shall at the time prepare a roster of the Lots and the assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall, upon demand and payment of a reasonable charge, furnish to any Owner liable for such assessment a certificate in writing

signed by an officer of the Association setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. Each budget adopted by the Board shall include an adequate allowance for the maintenance of the Common Areas.

SECTION 10. EFFECT OF NON-PAYMENT OF ASSESSMENT; THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF THE ASSOCIATION.

Any assessment not paid within thirty (30) days after the due date shall be deemed delinquent and shall bear interest from the due date at the highest rate permitted by law. The Association may bring an action at law against the Owner personally obligated to pay such assessment or foreclose the lien against the Lot, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, or in connection with such foreclosure, and in the event a judgment is obtained, such judgment shall include interest on the assessment, as above-provided, and a reasonable attorney fee to be fixed by the court, together with the costs of that action. No Owner may waive or otherwise escape liability for any assessment by non-use of the Common Areas or the abandonment of such Owner's Lot. Subject to the provisions of Section 11 of this Article IV, sale or transfer of any Lot shall not affect the lien for any assessment regarding such lot.

SECTION 11. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessment(s) provided for herein is and shall be subordinate to the lien(s) of any mortgage or mortgages now or hereafter placed upon any Lot subject to assessment hereunder; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to sale or transfer of such Lot pursuant to foreclosure of such mortgage(s), or prior to any other proceeding or conveyance in lieu of foreclosure. Such sale, transfer or conveyance shall not, however, relieve such Lot from liability for any assessment thereafter coming due, or from the lien of any such subsequent assessment.

ARTICLE V

Architectural Review

SECTION 1. ARCHITECTURAL REVIEW COMMITTEE. No improvement shall be erected, placed, installed, constructed, reconstructed or maintained on any Lot, nor shall any exterior addition to or change in or alteration of the exterior appearance of any improvement, or any change in landscaping, be made until plans and specifications showing the kind, size, shape, height, colors, materials, topography and location of each improvement on the Lot shall have been submitted to and approved in writing by the Committee. The Committee shall initially be composed of three (3) persons appointed by Declarant, who need not be Owners and who may be employees, officers, directors, agents or affiliates of Declarant. Each member of the Committee shall serve until he or she resigns and is replaced by a subsequent appointee. At such time as all of the Lots shall have been sold to Owners other than Declarant, each sitting member of the Committee shall resign and Declarant shall delegate and assign to the Association its power of appointment with regard to members of the committee; provided that Declarant may, at its sole discretion, make such delegation to the Association at an earlier time. Neither Declarant nor any member of the Committee shall have any liability whatsoever to any person in connection with the approval or disapproval of any plans or specifications in regard to any improvement.

SECTION 2. PRELIMINARY APPROVAL. Preliminary plans and specifications may be first submitted to the Committee for preliminary approval.

SECTION 3. FINAL APPROVAL. Plans and specifications for final approval of the Committee shall include the following:

(a) A topographic survey and dimensioned plot plan of the Lot, showing existing and proposed grades, the location of all trees in excess of three (3) inches in diameter, and the location of all proposed improvements on the Lot;

(b) Construction and architectural plans, sufficient in detail to secure a building permit in the Township, including, without limitation, dimensioned floor plans, typical sections, and all elevations (front, both sides and rear) of the main dwelling structure and garage and any proposed outbuildings;

(c) Detailed elevations of all walls and gates;

(d) Specifications setting forth the type, quality, color and texture of all materials to be employed in all improvements, including a detailed finish schedule for all exterior materials, products and finishes, with actual brick, stain and shingle samples;

(e) A complete landscaping plan (including a plan for any proposed exterior lighting), together with a planting list;

(f) A construction schedule; and

(g) Any other data, drawings or specifications which the Committee deems necessary to fulfill its function.

SECTION 4. VARIANCE REQUIRED. No approval of the Committee shall be valid if any improvement violates any restriction set forth in this Declaration or any provision of the Township's zoning ordinances, except in cases where an appropriate waiver or variance in regard to such improvement has been granted by the Township and/or Committee, as provided in this Declaration.

SECTION 5. APPROVAL AND DISAPPROVAL. The Committee may disapprove plans for any improvement or alteration for non-compliance with any restriction contained in this Declaration, or because of dissatisfaction with the grading and drainage plans, the location of any improvement on the Lot, the proposed materials, the proposed color scheme, the proposed finish, design, proportion, shape, height, style or appropriateness of the proposed improvement or alteration, or because of any matter or thing which, in the judgment and discretion of the Committee, would cause the proposed improvement or alteration to be inconsistent with the objectives of the Committee or with improvements erected or to be erected on other Lots, including purely aesthetic considerations. No material change may be made in any approved plan or specification, including, without limitation, any approved exterior material, stain, color or roof material, or in the approved landscaping plan, without the prior written consent of the Committee. One complete set of the approved plans and specifications in regard to each Lot, including any and all approved amendments thereto, shall be kept and retained by the Committee for its permanent file in connection with each Lot.

SECTION 6. FAILURE TO ACT. In the event the Committee shall have failed to approve or disapprove plans and specifications within thirty (30) days after the full, proper and complete submission thereof, the need for such approval by the Committee shall be deemed to have been waived, but all other restrictions, limitations and conditions set forth in this Declaration shall

apply and remain in full force and effect as to such plans and specifications.

SECTION 7. FORM OF APPROVAL. Committee approval shall be deemed given if the plans and specifications submitted for approval are marked or stamped as having been finally approved by the Committee and are signed and dated by two (2) members of the Committee validly serving on the date of such approval.

SECTION 8. REVIEW FEE. The Committee may charge a review fee, not to exceed Two Hundred Fifty Dollars (\$250.00), in connection with the review of plans and specifications for any improvement or combination of improvements on any Lot, or in regard to the substantial alteration of any improvement. The fee may not be utilized for the purpose of paying any salary to any member of the Committee, but exclusively for the purpose of reimbursing the actual expenses of the Committee, including, without limitation, the professional fees of independent consultants of the Committee.

ARTICLE VI

Restrictions Upon Use

SECTION 1. PERMITTED, USE. No Lot shall be used except for single family residential purposes. Except as specifically permitted herein, no structure shall be erected, altered, re-erected, placed or permitted to remain on any Lot other than one single family residential dwelling (the "Dwelling") not to exceed two (2) stories in height, and a private garage for not more than four (4) vehicles for the sole use of the Owner/Occupant of the Lot upon which such dwelling shall have been erected, together with such other improvements as the Committee shall have approved. Each garage shall be attached or architecturally related to the dwelling to which such garage pertains, and shall be constructed at the time of and in conjunction with construction of such dwelling. No garage shall provide space for less than two (2) vehicles. Carports are specifically prohibited. No part of any dwelling or appurtenant structure shall be used for any activity normally conducted as a business. Except as specifically permitted herein, a pre-existing structure may not be moved onto any Lot.

SECTION 2. MINIMUM FLOOR AREA. The minimum livable floor area of the dwelling shall be not less than eighteen hundred (1800) square feet, in the case of a one story dwelling, nor less than twenty-two hundred (2200) square feet, in the case of a two story dwelling, nor less than twenty-two hundred (2200) square feet on the upper two (2) levels, in the case of a tri-level or quad-level dwelling; in each case measured from the exterior faces of the exterior walls. As used herein, the term "livable floor area" shall not be deemed to include basements or unfinished attics or garages, patios, decks, open porches, entrance porches, terraces, storage sheds, breezeways, or like areas, even if attached to the dwelling, but such term shall be deemed to include enclosed porches if the roof of the porch is an integral part of the roof line of the dwelling. Each dwelling shall have a basement.

SECTION 3. ALTERATION OF LOT. Lot splits are permitted, provided that the resulting parcels must include at least one entire lot.

SECTION 4. MINIMUM YARDS. Except as otherwise required by the Township, no dwelling or other structure shall be located on any Lot nearer than thirty-five (35) feet to the front Lot line, or nearer than forty-five (45) feet to the rear Lot line. Except as above and hereinafter set forth, each Dwelling or other structure shall be so located and erected upon the Lot as to provide a minimum side yard on one side thereof not less than ten (10) feet.

SECTION 5. EXTERIOR MATERIALS. The visible exterior walls of each dwelling and appurtenant structure shall be constructed of brick, brick veneer, wood and/or stone in any combination. Stucco and/or ledge rock, vinyl siding and Texture 1-11 may also be used, so long as any of these materials alone or in combination do not exceed thirty-five per cent (35%) of the total area of all visible exterior walls. The Committee may grant such exceptions to this restriction as the Committee shall deem desirable, subject to any applicable Township ordinance regarding the use of certain exterior materials. Windows and doors shall not be considered visible exterior walls for purposes of this Section. No unpainted (or non-factory painted) metal doors may be used in the exterior of any dwelling or appurtenant structure. No used material, except reclaimed brick, may be used in the construction of any visible exterior wall. The use of exposed cement block, aluminum, slag, cinder block, imitation brick, asphalt or any type of commercial siding on any visible exterior wall is expressly prohibited.

SECTION 6. WALLS AND FENCES. No fence or wall of any type shall be permitted for the purpose of enclosing any Lot. Wrought iron 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 Committee. The side yards and rear yard (but not the front yard) of any Lot may be enclosed by landscaping pursuant to a plan approved by the Committee; provided that the street side of a corner Lot shall be considered a second front yard for purposes of the foregoing limitations.

SECTION 7. SWIMMING POOLS. No swimming pool may be installed on any Lot, any portion of which is higher than one (1) foot above the finished grade of the Lot. No swimming pool may be built unless some portion of the pool is within twenty (20) feet of the residence. All swimming pools must be constructed so that they drain into the storm water system only.

SECTION 8. ANIMALS. Except as hereinafter set forth, no animals or fowl shall be kept, bred or harbored on any Lot. No more than two (2) domesticated animals of a type commonly deemed to be household pets may be kept on any Lot (but not kept or bred for commercial purposes) as long as each such pet shall have such care and restraint as not to be objectionable or offensive to others due to noise, odor or unsanitary conditions. Any such pet shall be kept either on a leash or in a run, pen or kennel (in any event, a "pen") and shall not be allowed to run loose or unattended. No pen shall be erected, placed or permitted to remain on any Lot unless located within the rear yard of such Lot adjacent to a wall of the dwelling or garage, and facing the rear or interior of the Lot, and such pen shall not be permitted to extend into either side yard. All pens shall be made of wood, decorative block or approved fencing materials, or any combination thereof, and may not exceed three hundred (300) square feet in area or four (4) feet in height. The exterior sides of a pen shall be landscaped with plantings to screen the view thereof from adjacent Lots, and such pen shall be kept and maintained in a clean and sanitary condition. The construction and landscaping plans for a pen are subject to approval by the Committee.

SECTION 9. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, commercial vehicle, recreational vehicle, shack, garage, barn, storage shed, tent, tree house or other similar outbuilding may be used or occupied at any time on any Lot, either temporarily or permanently, except that (i) tents for entertainment purposes may be erected on any Lot for periods not to exceed forty-eight (48) hours; (ii) an appurtenant swimming pool bathhouse may be maintained on any Lot, provided that the plans for such swimming pool and bathhouse shall have been approved

by the Committee and Township; and (iii) a temporary storage building for the storage of materials and supplies to be used in connection with the construction of a dwelling on any Lot may be kept and maintained on such Lot during the period of such construction.

SECTION 10. STORAGE OF VEHICLES. No housetrailer, commercial vehicle, truck, boat, boat trailer, camper, recreational vehicle or camping, horse or other utility trailer or vehicle (except passenger cars and passenger vans) may be parked or stored on any Lot unless stored fully enclosed within an attached garage otherwise constructed in accordance with this Declaration, except that (i) commercial trucks and vehicles may be parked upon any Lot while making deliveries or pickups in the normal course of business, and (ii) one construction trailer may be kept and maintained within the Subdivision by each Builder engaged in the construction of dwellings within the Subdivision; provided that such construction trailer shall be located upon a Lot owned by such Builder or by the person for whom such Builder is constructing such dwelling, and shall be removed from the Subdivision at such time as such Builder shall have completed the construction of dwellings within the Subdivision.

SECTION 11. ANTENNAS. No exterior radio, television or other communications antenna of any type, or any saucer, dish or similar device may be erected, placed, maintained or permitted to remain on any Lot, except that the Committee may, upon appropriate application with regard to any Lot, determine that the absence of an outside antenna will cause a substantial hardship and, upon such finding, may permit an outside antenna to be used in connection with such Lot under such conditions as the Committee shall deem reasonable.

SECTION 12. UNSIGHTLY CONDITIONS. No Lot shall be used as a dumping ground for rubbish, trash, garbage or waste, and such material shall not be kept or stored on any Lot except in appropriately sealed sanitary containers properly concealed from public view. No owner shall dump or otherwise dispose of chemicals, motor oil, paint or petroleum distillates in, over or within the Subdivision or Sanitary Storm Sewer Drains serving the Subdivision. Garbage containers shall not be left at the roadside of any occupied Lot for more than twenty-four (24) hours during any one week. Any debris resulting from the destruction in whole or in part of any dwelling, structure or improvement on any Lot shall be removed from such Lot by the Owner thereof with all reasonable dispatch. Each Owner shall prevent such Owner's Lot and any dwelling, appurtenant structure or other improvement thereon, from becoming unsightly or unkempt, or from falling into a state of disrepair. No laundry shall be hung for drying on any Lot outside of the dwelling on such Lot.

SECTION 13. EASEMENTS AND OTHER CONDITIONS. Easements for the construction, installation and maintenance of public utilities for surface and road drainage facilities, and for sanitary sewer, storm sewer and water main facilities, are reserved as shown on the recorded Plat of the Subdivision and/or as may otherwise appear of record, and as set forth herein. In addition, easements are hereby specifically reserved to the Declarant as shown on the BUCKINGHAM PLACE SUBDIVISION Plat, for the installation and maintenance of telephone, electric and cable television lines and conduits, sanitary and storm sewers, water mains, and for surface drainage purposes, and for the use of any public utility service deemed necessary by the Declarant. The use of any such easement may be assigned by the Declarant at any time, to any person furnishing one or more of the foregoing services and/or facilities, and any such easement may be relinquished by the filing of record by the Declarant of an appropriate instrument of relinquishment. Within each of the foregoing easements, no structure, improvement,

planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and/or maintenance of such service facilities and utilities, or which may change, obstruct or retard the flow or direction of water in and through drainage channels in the easements, nor, without the written consent of the Committee, shall any change be made in the finished grade of any Lot once established upon completion of construction of the Dwelling on such Lot. The easement area of such Lot shall be maintained in a presentable condition continuously by the Owner, and the Owner of each Lot shall be liable for all damage to service facilities and utilities thereon, including, without limitation, damage to electric, telephone, natural gas and cable television distribution lines and facilities located therein. No shrubs or foliage shall be permitted or maintained on any Lot within five (5) feet of any utility company transformer enclosure or secondary connection pedestal.

SECTION 14. UNDERGROUND UTILITIES. All public utilities such as water mains, sanitary sewers, storm sewers and electric, natural gas, cable television and telephone local subdivision distribution lines, and all connections to such facilities, either private or otherwise, shall be installed underground; provided, however, that (i) above ground transformers, pedestals and other above ground electric, cable television, natural gas or telephone equipment deemed necessary by the supplier of any such utility service in connection with underground distribution systems; (ii) open drainage channels; and (iii) street lighting stanchions, shall be permitted. Each Owner shall be responsible for the installation, maintenance, repair and replacement of electrical, natural gas, telephone and cable television service conductors and facilities on such Owner's Lot, extending from the adjacent street right-of-way or utility easement on such Lot, to the dwelling. The Lots may be subject to charge from time to time for street lighting facilities installed and/or to be installed by the Detroit Edison Company pursuant to the request of the Township.

SECTION 15. WEAPONS. No Owner shall use or discharge or permit or suffer any member of his family or guest or invitee to use or discharge within the Subdivision, any B-B gun, firearm, pellet gun, sling shot, archery equipment or other weapon.

SECTION 16. SIGHT LINES. No wall, hedge or shrub planting which obstructs sight lines at elevations between three (3) feet and six (6) feet above the roadways shall be placed or permitted to remain on any Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight lines limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall remain within such distances of such intersections unless the foliage line thereof is maintained at sufficient height to prevent obstruction of such sight lines.

SECTION 17. AIR CONDITIONERS. No external air conditioning unit shall be placed in or attached to a window or wall of any dwelling or appurtenant structure. No compressor or other component of a central air conditioning system (or similar system, such as a heat pump) shall be so located upon any Lot so as to be visible from the public street upon which such 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 terms of noise and appearance. In general, such equipment shall be located only in the rear yard, within five (5) feet of the rear wall of the dwelling, and shall not project beyond the sidewall of the dwelling so as to extend into a sideyard.

SECTION 18. DRIVEWAYS. All driveways and driveway approaches shall be paved with concrete, brick pavers or an approved asphalt surface, and 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 thirty (30) days after the termination of such strike or adverse weather conditions.

SECTION 19. SALES OFFICES. Anything in this Declaration to the contrary withstanding, Declarant and the successors and/or assigns of Declarant, and its or their agents, employees and sales representatives, may use and occupy any Lot or dwelling in the Subdivision for model or display purposes and/or as a sales office in regard to the sale of Lots or dwellings therein or other lands in the Township owned by the Declarant, until all of the Lots and dwellings to be built on the Lots or other lands shall have been sold.

SECTION 20. SIGNS. No sign of any kind shall be displayed to the public view on any Lot, except (i) one sign of not more than five (5) square feet (the top of which shall be not more than five (5) feet above the ground) advertising the Lot for sale; (ii) uniform street address signs, of the type and in a uniform location specified by the Declarant; and (iii) signs of any size used by Declarant or any builder in the Subdivision to advertise the Lots (and/or new dwellings thereon) for sale during the construction and sale period.

SECTION 21. LANDSCAPING. Any Owner taking occupancy of a newly constructed residence upon any Lot between September 1st and April 30th shall have their lawn finished, graded and sodded by the next June 30th. Any Owner taking occupancy of a newly constructed home between May 1st and August 30th shall have their lawn finished, graded and sodded by the next October 30th. No seeding of any kind shall be permitted.

SECTION 22. PROHIBITED VEHICLES. No snowmobiles or other vehicles designed primarily for off-road use shall be operated within the Subdivision.

SECTION 23. LEASES. No Owner or occupant shall lease and/or sublet less than the whole of any dwelling on any Lot.

ARTICLE VII

Authority of the Township

SECTION 1. NOTICE OF DEFICIENCY. In the event the Township shall determine that the maintenance of any element of the Storm Drainage Facilities is inadequate to insure that such element will perform according to its design specifications, the Township will advise the Association, by written notice to the Association's registered office, of the condition to which the Township objects, and shall establish a reasonable time limit for the correction of the deficiency.

SECTION 2. FAILURE TO COMPLY WITH NOTICE. The Association shall comply with the notice from the Township within the time specified, and shall establish and collect such additional assessments on the Lots as shall be necessary to fund the cost of the required maintenance. In the event the Association shall fail to complete the required maintenance within the time specified, the Township may enter upon Southeast Park and perform the required maintenance, either by its employees or through independent contractors. The Association shall be responsible for the cost of such maintenance by the Township, including reasonable inspection and supervision fees, as set forth in the Township's written

statement of cost, addressed to the Association, and each Owner shall be responsible for an equal share of such costs (it being understood that the liability of the Association and each Owner for such cost shall be deemed fixed and absolute upon the Association's receipt of such statement, and that the Township may enforce the collection of such maintenance costs by order of the Circuit Court directing the levy of the required assessment of each Lot, secured by a lien on each Lot to the extent of the assessment, and the foreclosure of such lien, or the enforcement of the personal liability of each Owner for an equal share of the assessment, which remedies shall be cumulative).

SECTION 3. RIGHT OF ENTRY. The entry of the Township onto Southeast Park under the Easement for Storm Water Sedimentation Basin and Storm Drainage Facilities, granted by Declarant to the Township (the "Easement") at any time, for any purpose, including, without limitation, the inspection, repair or replacement of the Storm Drainage Facilities, shall not be deemed a dedication of Southeast Park, nor shall the performance by the Township of any maintenance of the Storm Drainage Facilities be deemed an acceptance of title to Southeast Park.

SECTION 4. EFFECT OF AGREEMENT. By its exercise of any rights hereunder or under the Easement, or under the Agreement for Maintenance of Storm Drainage Facilities (the "Agreement") between the Township and Declarant, regarding the Storm Drainage Facilities, or by its undertaking any act in regard to the Storm Drainage Facilities, the Township does not constitute either the Association or the Owners as the agents or beneficiaries of the Township. The Township shall retain its full governmental immunity in the premises. Any act, right or obligation of the Township, either specifically or by implication, arising from or occurring as a result of any provision of this Declaration, the Easement or the Agreement, shall be done or omitted by the Township in its sole and exclusive discretion. In no event shall the Township be liable in damages, for specific performance or otherwise, to the Association or any Owner by reason of or from any matter in connection with this Declaration, the Easement or the Agreement.

ARTICLE VIII

General Provisions

SECTION 1. ENFORCEMENT. The Association or any Owner shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity against any person violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against any Lot, to enforce the lien created by these covenants upon such Lot; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. SEVERABILITY. Invalidation of any one or more of these covenants or restrictions by judgment or court order shall in no way effect any other provision of this Declaration, and this Declaration shall otherwise continue and remain in full force and effect.

SECTION 3. NOTICES. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who or which appears as Owner on the records of the Association at the time of such mailing.

EXHIBIT A

Land in the Township of Canton, County of Wayne and State of Michigan, described as follows:

Proposed Buckingham Place Sub'n., consisting of Lots 1-130 inclusive, part of the South 1/2 of Section 5, T2S, R8E, Canton Township, Wayne County, Michigan:

Commencing at the South 1/4 corner of Section 5, T2S, R8E, Thence N 01°20'40" E 200.00 feet along the North and South 1/4 line of Section 5 to the point of beginning; thence continuing along said 1/4 line N 01°20'40" E 390.83 feet; thence S 89°43'45" W 196.68 feet; thence S 01°20'40" W 590.83 feet to the South line of Section 5 and the centerline of Warren Road (66 feet wide); thence S 89°43'45" W 393.38 feet along said section line; thence N 01°20'40" E 1328.99 feet; thence S 89°40'00" W 750.03 feet; thence N 01°19'56" E 650.27 feet; thence N 89°39'45" E 1675.46 feet; thence S 01°19'37" W 624.46 feet; thence N 89°39'24" E 1003.36 feet; thence S 01°11'31" W 1353.32 feet to the South line of Section 5 and the centerline of Warren Road (66 feet wide); thence S 89°34'05" W 1242.43 feet along said section line; thence N 01°20'40" E 200.00 feet; thence S 89°34'05" W 100.00 feet to the point of beginning. Containing 81.3438 acres of land.