

CENTRAL PARK COMMUNITY ASSOCIATION

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Amendment to Declaration of Covenants, Conditions and Restrictions of the Central Park Community Association is made this 18th day of June, 1999, by THE SELECTIVE GROUP, INC., a Michigan corporation, whose address is 27655 Middlebelt Road, Suite 130, Farmington Hills, Michigan 48334 (hereinafter sometimes referred to as "Declarant").

RECITALS:

A. Declarant has recorded a certain Declaration of Covenants, Conditions and Restrictions dated June 18, 1999 (the "Declaration") encumbering certain real property legally described in the attached Exhibit "A" and referred to therein as the "Central Park Community" for the purpose of establishing terms and conditions for the development of the Central Park Community and providing for the administration of the common affairs of the Central Park Community by a master association formed as a Michigan non-profit corporation under the name "Central Park Community Association" (the "Community Association").

B. A portion of the land included in the Central Park Community has been acquired by Pulte Land Development Corporation ("Pulte Corporation"), a Michigan corporation, whose address is 26622 South Woodward Avenue, Suite 110, Royal Oak, Michigan 48067, for development as a single family subdivision under the name "Central Park Estates Subdivision No. 1". The aforesaid land is legally described in the attached Exhibit "B". The same land comprises the land included or to be included in Central Park Estates Subdivision No. 1 with the recording of the final plat of that subdivision.

C. Pulte Corporation acquired the land described in Exhibit "B" pursuant to a certain Agreement to Purchase Real Estate dated December 22, 1998 between Pulte Corporation and Selective Development Group, L.L.C. (the "Pulte Purchase Agreement"). The Pulte Purchase Agreement also provides for the purchase of additional land by Pulte Corporation for development as one or more single family subdivisions, which are to be added to the Condominiums and Subdivisions to be included in the Central Park Community. The additional land that may be purchased by Pulte Corporation pursuant to the Pulte Purchase Agreement is legally described in the attached Exhibit "C".

D. In connection with the development of the land described in Exhibit "A" as Central Park Estates Subdivision No. 1 and the planned development of the land described in Exhibit

"C" all by Pulte Corporation, Declarant and Pulte Corporation now wish to modify certain provisions in the aforesaid Declaration with respect to Pulte Corporation only.

NOW, THEREFORE, Declarant hereby declares that the terms and conditions of the aforesaid Declaration are modified as follows:

1. The definitions set forth in Article I of the Declaration also apply to this Amendment to the Declaration and any and all terms defined in Article I of the Declaration shall have the same meaning in this document that they have in the Declaration. References to the "Central Park Community" in this document shall in every case mean the Central Park Community as it may be expanded pursuant to Article XX of the Declaration.

2. For as long as Pulte Corporation or Declarant holds a Lot or Unit for sale and as long as Pulte retains the right to purchase or has purchased all of the land described in Exhibit "C" for inclusion in the Central Park Community, Article III, paragraph 1 of the Declaration shall provide that both Pulte Corporation and Declarant shall have the right to vote on issues before the Association and the weight of their respective votes shall be equal.

3. The requirements imposed in Article VI, paragraph 4 of the Declaration for prior written approval by the Association of plans and specifications and documents used to establish Subdivisions within the Central Park Community (including Plats and Declarations of Covenants and Restrictions) are hereby deemed to be satisfied with respect to Central Park Estates Subdivision No. 1 and any other Subdivision established by Pulte Corporation or any affiliate of Pulte Corporation ("Pulte Affiliate") upon the land described in Exhibit "C"; provided that Declarant shall have the right of prior review and approval of such Declaration of Covenants and Restrictions as may be recorded in connection with the establishment of Central Park Estates Subdivision No. 1 or such other Subdivision as may be established by Pulte Corporation or a Pulte Affiliate for the sole purpose of insuring that the reviewed Declaration of Covenants and Restrictions adequately provides for the collection of assessments imposed by and payable to the Association pursuant to the Declaration. For purposes of this provision and the Declaration, an entity shall be deemed to be a Pulte Affiliate if Pulte Corporation owns a controlling interest in the entity.

4. For as long as Pulte Corporation or Declarant holds a Lot or Unit for sale and as long as Pulte retains the right to purchase or has purchased all of the land described in Exhibit "C" for inclusion in the Central Park Community, Declarant shall only exercise the right it has reserved in Article VII of the Declaration to amend the provisions of the Declaration to the extent necessary or desirable for the development of the Central Park Community as an attractive residential development area upon receipt of Pulte Corporation's written concurrence in the proposed amendment.

5. Pulte Corporation agrees and acknowledges that the revisions to the Declaration set forth in paragraphs 2, 3 and 4 above shall remain in effect only so long as (i) Pulte Corporation or a Pulte Affiliate as defined above is the developer of Central Park Estates Subdivision No. 1 or has turned over control of that subdivision to the homeowners association established to administer the common affairs thereof and (ii) Pulte Corporation or a Pulte

Affiliate retains the right to purchase or purchases all of the land described in Exhibit "C" pursuant to the Pulte Purchase Agreement. The revisions to the Declaration set forth in paragraphs 2, 3 and 4 above shall not apply to any successor or assignee to Pulte Corporation that is not a Pulte Affiliate.

6. With respect to any and all matters related to the Association or the operation of the common areas and facilities within the Central Park Community, any disputes between Declarant or any affiliate of Declarant and Pulte Corporation or any Pulte Affiliate shall be resolved by means of the mediation and arbitration provisions set forth in Article XIX of the Declaration. It is the express intent of this provision that no lawsuits or other court proceedings be instituted or prosecuted by Declarant, an affiliate of Declarant, Pulte Corporation or a Pulte Affiliate against one another with regard to issues pertaining to the Association or the operation of the common areas and facilities within the Central Park Community. Declarant, for itself and its affiliates, and Pulte Corporation, for itself and any Pulte Affiliate, hereby expressly waive their rights to institute or prosecute any lawsuits or other court proceedings against one another with regard to issues pertaining to the Association or the operation of the common areas and facilities within the Central Park Community.

7. Except as amended by this Amendment to Declaration of Covenants, Conditions and Restrictions, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has duly executed this Amendment to Declaration of Covenants, Conditions and Restrictions on the date first above set forth.

WITNESSES:

THE SELECTIVE GROUP, INC., a Michigan corporation

George W. Day
George W. Day

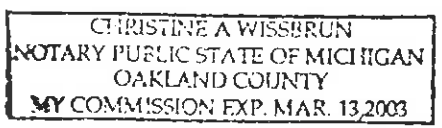
By: William T. Stapleton
William T. Stapleton
Its: President

Christine A. Wissbrun
Christine A. Wissbrun

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 18th day of June, 1999, by William T. Stapleton, President of The Selective Group, Inc., a Michigan corporation, on behalf of the corporation.


Christine A. Wissbrun
NOTARY PUBLIC
County of _____, State of Michigan
My Commission Expires: _____




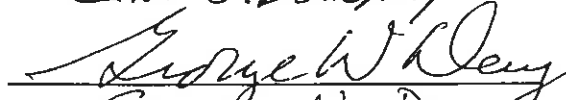
Pulte Land Corporation joins in the execution of this document to acknowledge its agreement to the matters set forth herein and the waiver contained in paragraph 6 above.

WITNESSES:

PULTE LAND DEVELOPMENT CORPORATION,
a Michigan corporation

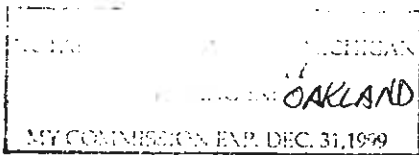

CLARK G. DOUGHTY


By: 
Howard A. Fingerroot
Its: President


George W. Day

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 18th day of June, 1999, by Howard A. Fingerroot, President of Pulte Land Development Corporation, a Michigan corporation, on behalf of the corporation.




NOTARY PUBLIC
County of _____, State of Michigan
My Commission Expires: _____

THIS INSTRUMENT DRAFTED BY
AND WHEN RECORDED, RETURN TO:

Dean J. Gould, Esq.
George W. Day, Esq.
Jackier, Gould, Bean, Upfal & Eizelman
Second Floor
121 West Long Lake Road
Bloomfield Hills, MI 48304-2719

GWD\condos\central\mstrasso amd
June 13, 1999

EXHIBIT "A"
LEGAL DESCRIPTION
(Central Park Community)

Land in the Charter Township of Canton, Wayne County, Michigan, more particularly described as:

A part of the Southeast 1/4 of Section 20 and the Southwest 1/4 of Section 20, Town 2 South, Range 8 East, Canton Township, Wayne County, Michigan; being more particularly described as commencing at the Southeast Corner of said Section 20; thence North 00°09'26" East, 303.54 feet, along the East line of said Section 20, and the centerline of Beck Road, and the Westerly line of "Pheasant View Sub'n.", as recorded in Liber 108 of Plats, on Pages 90, 91, 92, and 93, Wayne County Records; thence North 89°50'34" West, 152.67 feet; thence 90.72 feet along a curve to the right, said curve having a radius of 1045.00 feet, a central angle of 04°58'25", and a chord bearing and distance of North 87°21'22" West, 90.69 feet; thence North 84°52'09" West, 276.00 feet; thence North 05°07'51" East, 360.55 feet; thence 37.00 feet along a curve to the left, said curve having a radius of 295.00 feet, a central angle of 07°11'11", and a chord bearing and distance of North 01°32'15" East, 36.98 feet, to the POINT OF BEGINNING; thence South 86°29'14" West, 1001.60 feet; thence South 63°16'36" West, 825.91 feet; thence North 77°18'59" West, 384.42 feet; thence North 34°18'48" West, 347.92 feet; thence North 14°15'05" West, 416.47 feet; thence North 00°22'09" West, 273.59 feet; thence 245.80 feet along a curve to the left, said curve having a radius of 364.84 feet, a central angle of 38°36'02", and a chord bearing and distance of South 71°04'08" East, 241.17 feet; thence North 89°37'51" East, 1228.58 feet; thence 113.27 feet along a curve to the right, said curve having a radius of 295.00 feet, a central angle of 22°00'00", and a chord bearing and distance of South 79°22'09" East, 112.58 feet; thence South 68°22'09" East, 709.43 feet; thence 341.43 feet along a curve to the right, said curve having a radius of 295.00 feet, a central angle of 66°18'49", and a chord bearing and distance of South 35°12'45" East, 322.69 feet, to the point of beginning. All of the above containing 35.199 Acres

and

A part of the Southeast 1/4 of Section 20 and the Southwest 1/4 of Section 20 and the Northwest 1/4 of Section 20, Town 2 South, Range 8 East, Canton Township, Wayne County, Michigan; being more particularly described as commencing at the Southeast Corner of said Section 20; thence North 00°09'26" East, 303.54 feet, along the East line of said Section 20, and the centerline of Beck Road, and the Westerly line of "Pheasant View Sub'n.", as recorded in Liber 108 of Plats, on Pages 90, 91, 92 and 93, Wayne County Records; thence North 89°50'34" West, 60.00 feet, to the Westerly right-of-way of said Beck Road, and the POINT OF BEGINNING; thence continuing North 89°50'34" West, 92.67 feet; thence 90.72 feet along a curve to the right, said curve having a radius of 1045.00 feet, a central angle of 04°58'25", and a chord bearing and distance of North 87°21'22" West, 90.69 feet; thence North 84°52'09" West, 276.00 feet; thence North 05°07'51" East, 360.55 feet; thence 378.43 feet along a curve to the left, said curve having a radius of 295.00 feet, a central angle of 73°30'00", and a chord bearing and distance of North 31°37'09" West, 353.01 feet; thence North 68°22'09" West, 709.43 feet; thence 113.27 feet along a curve to the left, said curve having a radius of 295.00 feet, a central angle of 22°00'00", and a chord bearing and distance of North 79°22'09" West, 112.58 feet; thence South 89°37'51" West, 1228.58 feet; thence 0.11 feet along a curve to the right, said curve having a radius of 364.84 feet, a central angle of 00°01'00", and a chord bearing and distance of South 89°38'21" West, 0.11 feet; thence 502.49 feet along a curve to the right, said curve having a radius of 364.84 feet, a central angle of 78°54'45", and a chord bearing and distance of North 50°53'47" West, 463.71 feet; thence North 11°26'24" West, 51.08 feet; thence 178.79 feet along a curve to the left, said curve having a radius of 295.00 feet, a central angle of 34°43'28", and a chord bearing and distance of North 28°48'08" West, 176.06 feet; thence South 43°50'08" West, 155.29 feet; thence North 61°04'52" West, 639.44 feet; thence North 79°06'48" West, 172.19 feet; thence South 88°05'22" West, 297.30 feet; thence South 65°09'15" West, 150.85 feet; thence North 57°32'19" West, 160.00 feet; thence 45.47 feet along a curve to the left, said curve having a radius of 295.00 feet, a central angle of 08 49'50", and a chord bearing and distance of South 28 02'46" West, 45.42 feet; thence South

Exhibit "A" continued -

23°37'51" West, 503.62 feet; thence 538.07 feet along a curve to the right, said curve having a radius of 470.00 feet, a central angle of 65°35'39", and a chord bearing and distance of South 56°25'41" West, 509.17 feet; thence South 89°13'30" West, 163.54 feet, to the West line of said Section 20 and the centerline of Denton Road; thence North 00°23'05" West, 90.00 feet, along the West line of said Section 20 and the centerline of said Denton Road; thence North 89°13'30" East, 172.01 feet; thence 457.93 feet along a curve to the left, said curve having a radius of 400.00 feet, a central angle of 65°35'39", and a chord bearing and distance of North 56°25'41" East, 433.33 feet; thence North 23°37'51" East, 481.65 feet; thence North 59°34'26" West, 245.61 feet; thence South 17°30'29" West, 89.99 feet; thence South 75°43'51" West, 165.97 feet; thence North 86°19'52" West, 127.15 feet; thence North 43°40'42" West, 137.27 feet; thence South 89°36'55" West, 110.00 feet, to the West line of said Section 20 and the centerline of said Denton Road; thence North 00°23'05" West, 489.68 feet, along the West line of said Section 20 and the centerline of said Denton Road, to the West 1/4 Corner of said Section 20; thence North 00°16'17" West, 1320.36 feet, along the West line of said Section 20 and the centerline of said Denton Road; thence North 89°30'07" East, 2675.65 feet, to the North and South 1/4 line of said Section 20, and a boundary corner of "Fairways West Sub'n No. 2", as recorded in Liber 112 of Plats, on Pages 56 through 68, inclusive, Wayne County Records; thence South 00°16'45" East, 1323.94 feet, along the North and South 1/4 line of said Section 20, and the Westerly boundary of said "Fairways West Sub'n No. 2" (recorded as N 00°15'54" W, 1323.80 feet), to the Center of said Section 20; thence South 00°11'45" East, 1305.77 feet, along the North and South 1/4 line of said Section 20, and the Westerly boundary of said "Fairways West Sub'n No. 2", and the Westerly boundary of "Fairways West Sub'n No. 1", as recorded in Liber 111 of Plats, on Pages 18 through 31, inclusive, Wayne County Records (recorded as N 00°10'33" W, 1305.79 feet), to the Southwest corner of said "Fairways West Sub'n No. 1", and the centerline of Proctor Road; thence North 89°37'51" East, 1386.16 feet, along the centerline of said Proctor Road, and the Southerly boundary of said "Fairways West Sub'n No. 1" (recorded as S 89°38'16" W); thence South 68°22'09" East, 686.95 feet; thence 468.23 feet along a curve to the right, said curve having a radius of 365.00 feet, a central angle of 73°30'00", and a chord bearing and distance of South 31°37'09" East, 436.78 feet; thence South 05°07'51" West, 270.55 feet; thence South 84°52'09" East, 206.00 feet; thence 82.90 feet along a curve to the left, said curve having a radius of 955.00 feet, a central angle of 04°58'25", and a chord bearing and distance of South 87°21'22" East, 82.88 feet; thence South 89°50'34" East, 92.67 feet, to the Westerly right-of-way of said Beck Road; thence South 00°09'26" West, 90.00 feet, along the Westerly right-of-way of said Beck Road, to the point of beginning. All of the above containing 133.368 Acres. All of the above being subject to the rights of the public in Proctor Road and Denton Road.

EXHIBIT "B"
LEGAL DESCRIPTION

(Land Acquired by Pulte Corporation/Central Park Estates Subdivision No. 1)

Land in the Charter Township of Canton, Wayne County, Michigan, more particularly described as:

A part of the Southeast 1/4 of Section 20 and the Southwest 1/4 of Section 20 and the Northwest 1/4 of Section 20, Town 2 South, Range 8 East, Canton Township, Wayne County, Michigan; being more particularly described as commencing at the Southeast Corner of said Section 20; thence North 00°09'26" East, 303.54 feet, along the East line of said Section 20, and the centerline of Beck Road, and the Westerly line of "Pheasant View Sub'n.", as recorded in Liber 108 of Plats, on Pages 90, 91, 92 and 93, Wayne County Records; thence North 89°50'34" West, 60.00 feet, to the Westerly right-of-way of said Beck Road, and the POINT OF BEGINNING; thence continuing North 89°50'34" West, 92.67 feet; thence 90.72 feet along a curve to the right, said curve having a radius of 1045.00 feet, a central angle of 04°58'25", and a chord bearing and distance of North 87°21'22" West, 90.69 feet; thence North 84°52'09" West, 276.00 feet; thence North 05°07'51" East, 360.55 feet; thence 378.43 feet along a curve to the left, said curve having a radius of 295.00 feet, a central angle of 73°30'00", and a chord bearing and distance of North 31°37'09" West, 353.01 feet; thence North 68°22'09" West, 709.43 feet; thence 113.27 feet along a curve to the left, said curve having a radius of 295.00 feet, a central angle of 22°00'00", and a chord bearing and distance of North 79°22'09" West, 112.58 feet; thence South 89°37'51" West, 1228.58 feet; thence 0.11 feet along a curve to the right, said curve having a radius of 364.84 feet, a central angle of 00°01'00", and a chord bearing and distance of South 89°38'21" West, 0.11 feet; thence 502.49 feet along a curve to the right, said curve having a radius of 364.84 feet, a central angle of 78°54'45", and a chord bearing and distance of North 50°53'47" West, 463.71 feet; thence North 11°26'24" West, 51.08 feet; thence 178.79 feet along a curve to the left, said curve having a radius of 295.00 feet, a central angle of 34°43'28", and a chord bearing and distance of North 28°48'08" West, 176.06 feet; thence South 43°50'08" West, 155.29 feet; thence North 61°04'52" West, 639.44 feet; thence North 79°06'48" West, 172.19 feet; thence South 88°05'22" West, 297.30 feet; thence South 65°09'15" West, 150.85 feet; thence North 57°32'19" West, 160.00 feet; thence 45.47 feet along a curve to the left, said curve having a radius of 295.00 feet, a central angle of 08°49'50", and a chord bearing and distance of South 28°02'46" West, 45.42 feet; thence South 23°37'51" West, 503.62 feet; thence 538.07 feet along a curve to the right, said curve having a radius of 470.00 feet, a central angle of 65°35'39", and a chord bearing and distance of South 56°25'41" West, 509.17 feet; thence South 89°13'30" West, 163.54 feet, to the West line of said Section 20 and the centerline of Denton Road; thence North 00°23'05" West, 90.00 feet, along the West line of said Section 20 and the centerline of said Denton Road; thence North 89°13'30" East, 172.01 feet; thence 457.93 feet along a curve to the left, said curve having a radius of 400.00 feet, a central angle of 65°35'39", and a chord bearing and distance of North 56°25'41" East, 433.33 feet; thence North 23°37'51" East, 481.65 feet; thence North 59°34'26" West, 245.61 feet; thence South 17°30'29" West, 89.99 feet; thence South 75°43'51" West, 165.97 feet; thence North 86°19'52" West, 127.15 feet; thence North 43°40'42" West, 137.27 feet; thence South 89°36'55" West, 110.00 feet, to the West line of said Section 20 and the centerline of said Denton Road; thence North 00°23'05" West, 489.68 feet, along the West line of said Section 20 and the centerline of said Denton Road, to the West 1/4 Corner of said Section 20; thence North 00°16'17" West, 1320.36 feet, along the West line of said Section 20 and the centerline of said Denton Road; thence North 89°30'07" East, 2675.65 feet, to the North and South 1/4 line of said Section 20, and a boundary corner of "Fairways West Sub'n No. 2", as recorded in Liber 112 of Plats, on Pages 56 through 68, inclusive, Wayne County Records; thence South 00°16'45" East, 1323.94 feet, along the North and South 1/4 line of said Section 20, and the Westerly boundary of said "Fairways West Sub'n No. 2" (recorded as N 00°15'54" W, 1323.80 feet), to the Center of said Section 20; thence South 00°11'45" East, 1305.77 feet, along the North and South 1/4 line of said Section 20, and the Westerly boundary of said "Fairways West Sub'n No. 2", and the Westerly boundary of "Fairways West Sub'n No. 1", as recorded in Liber 111 of Plats, on Pages 18 through 31, inclusive, Wayne County Records (recorded as N 00°10'33" W, 1305.79 feet), to the Southwest corner of said "Fairways West Sub'n No. 1", and the centerline of

Exhibit "B" continued -

Proctor Road; thence North 89°37'51" East, 1386.16 feet, along the centerline of said Proctor Road, and the Southerly boundary of said "Fairways West Sub'n No. 1" (recorded as S 89°38'16" W); thence South 68°22'09" East, 686.95 feet; thence 468.23 feet along a curve to the right, said curve having a radius of 365.00 feet, a central angle of 73°30'00", and a chord bearing and distance of South 31°37'09" East, 436.78 feet; thence South 05°07'51" West, 270.55 feet; thence South 84°52'09" East, 206.00 feet; thence 82.90 feet along a curve to the left, said curve having a radius of 955.00 feet, a central angle of 04°58'25", and a chord bearing and distance of South 87°21'22" East, 82.88 feet; thence South 89°50'34" East, 92.67 feet, to the Westerly right-of-way of said Beck Road; thence South 00°09'26" West, 90.00 feet, along the Westerly right-of-way of said Beck Road, to the point of beginning. All of the above containing 133.368 Acres. All of the above being subject to the rights of the public in Proctor Road and Denton Road.

EXHIBIT "C"
LEGAL DESCRIPTION

(Land Subject to Purchase by Pulte Corporation under Pulte Purchase Agreement)

Land in the Charter Township of Canton, Wayne County, Michigan, more particularly described as:

A part of the Southwest 1/4 of Section 20 and the Northwest 1/4 of Section 20 and the Northwest 1/4 of Section 29, Town 2 South, Range 8 East, Canton Township, Wayne County, Michigan; being more particularly described as commencing at the West 1/4 Corner of said Section 20, for a POINT OF BEGINNING; thence North 00°16'17" West, 1320.36 feet, along the West line of said Section 20 and the centerline of Denton Road, (33.00 feet 1/2 right-of-way), (said point being South 00°16'17" East, 1320.36 feet from the Northwest Corner of said Section 20); thence North 89°30'07" East, 2675.65 feet, to a point on the North and South 1/4 line of said Section 20, and to a Northwesterly corner of "Fairways West Sub'n. No. 2", as recorded in Liber 112 of Plats, on Pages 56 thru 68, Wayne County Records, (said point being South 00°16'45" East, 1328.10 feet from the North 1/4 Corner of said Section 20); thence South 00°16'45" East, 1323.94 feet, along the North and South 1/4 line of said Section 20 and the Westerly line of said "Fairways West Sub'n. No. 2", to the Center of said Section 20; thence South 00°11'45" East, 1340.77 feet, along the North and South 1/4 line of said Section 20 and the Westerly line of said "Fairways West Sub'n. No. 2" and "Fairways West Sub'n. No. 1", as recorded in Liber 111 of Plats, on Pages 18 thru 31 and an extension thereof; thence 502.49 feet along a curve to the right, said curve having a radius of 364.84 feet, a central angle of 78°54'45" and a chord bearing and distance of North 50°53'47" West, 463.71 feet; thence North 11°26'24" West, 51.08 feet; thence 178.79 feet along a curve to the left, said curve having a radius of 295.00 feet, a central angle of 34°43'28" and a chord bearing and distance of North 28°48'08" West, 176.06 feet; thence South 43°50'08" West, 155.29 feet; thence North 61°04'52" West, 639.44 feet; thence North 79°06'48" West, 172.19 feet; thence South 88°05'22" West, 297.30 feet; thence South 65°09'15" West, 150.85 feet; thence North 57°32'19" West, 160.00 feet; thence 45.47 feet along a curve to the left, said curve having a radius of 295.00 feet, a central angle of 08°49'50" and a chord bearing and distance of South 28°02'46" West, 45.42 feet; thence South 23°37'51" West, 342.12 feet; thence South 45°17'01" East, 233.63 feet; thence South 54°06'37" East, 366.45 feet; thence South 37°11'52" East, 39.51 feet; thence South 83°04'29" East, 300.43 feet; thence South 73°10'41" East, 272.83 feet; thence South 18°28'06" East, 654.54 feet; thence South 18°38'55" East, 68.43 feet; thence South 39°58'06" East, 169.25 feet; thence South 24°28'36" East, 284.37 feet; thence South 72°48'13" East, 21.94 feet; thence South 62°59'13" East, 118.14 feet; thence South 46°25'13" East, 118.14 feet; thence South 31°45'19" East, 91.14 feet; thence South 73°10'15" East, 78.41 feet; thence South 31°25'43" East, 171.54 feet; thence South 00°53'28" West, 405.38

Exhibit "C" continued -

feet; thence South 12°44'56" West, 85.70 feet; thence South 00°42'56" West, 266.04 feet; thence 62.48 feet along a curve to the right, said curve having a radius of 660.00 feet, a central angle of 05°25'26" and a chord bearing and distance of South 78°09'05" East, 62.45 feet; thence South 14°33'38" West, 218.06 feet; thence South 70°04'12" East, 129.82 feet, to the North and South 1/4 line of said Section 29; thence South 00°07'31" East, 661.64 feet, (said point being North 00°07'31" West, 661.04 feet from the Center of said Section 29), along the North and South 1/4 line of said Section 29; thence South 89°37'34" West, 1335.37 feet; thence South 00°04'22" East, 660.75 feet, to a point on the East and West 1/4 line of said Section 29; thence South 89°38'19" West, 1035.97 feet, along the East and West 1/4 line of said Section 29 and an extension of and the Northerly line of "Nancy's Subd'n.", as recorded in Liber 72 of Plats, on Page 45, Wayne County Records, (recorded as South 89°55' East), (said point being North 89°38'19" East, 300.01 feet from the West 1/4 Corner of said Section 29); thence North 00°01'12" West, 200.00 feet; thence South 89°38'19" West, 300.01 feet, to a point on the West line of said Section 29 and the centerline of said Denton Road; thence North 00°01'12" West, 2441.86 feet, along the West line of said Section 29 and the centerline of said Denton Road, to the Northwest Corner of said Section 29; thence North 00°23'05" West, 2644.49 feet, along the West line of said Section 20, and the centerline of said Denton Road, to the Point of Beginning. All of the above containing 334.139 Acres. All of the above being subject to easements, restrictions, and right-of-ways of record. All of the above being subject to Proctor Road and Denton Road.

But excluding the parcel described below:

Land in the Charter Township of Canton, Wayne County, Michigan, more particularly described as:

A part of the Southeast 1/4 of Section 20 and the Southwest 1/4 of Section 20 and the Northwest 1/4 of Section 20, Town 2 South, Range 8 East, Canton Township, Wayne County, Michigan; being more particularly described as commencing at the Southeast Corner of said Section 20; thence North 00°09'26" East, 303.54 feet, along the East line of said Section 20, and the centerline of Beck Road, and the Westerly line of "Pheasant View Sub'n.", as recorded in Liber 108 of Plats, on Pages 90, 91, 92 and 93, Wayne County Records; thence North 89°50'34" West, 60.00 feet, to the Westerly right-of-way of said Beck Road, and the POINT OF BEGINNING; thence continuing North 89°50'34" West, 92.67 feet; thence 90.72 feet along a curve to the right, said curve having a radius of 1045.00 feet, a central angle of 04°58'25", and a chord bearing and distance of North 87°21'22" West, 90.69 feet; thence North 84°52'09" West, 276.00 feet; thence North 05°07'51" East, 360.55 feet; thence 378.43 feet along a curve to the left, said curve having a radius of 295.00 feet, a central angle of 73°30'00", and a chord bearing and distance of North 31°37'09" West, 353.01 feet; thence North 68°22'09" West, 709.43 feet; thence 113.27 feet along a curve to the left, said curve having a radius of 295.00 feet, a central angle of 22°00'00", and a chord bearing and distance of North 79°22'09" West, 112.58 feet; thence South 89°37'51" West, 1228.58 feet; thence 0.11

Exhibit "C" continued -

feet along a curve to the right, said curve having a radius of 364.84 feet, a central angle of $00^{\circ}01'00''$, and a chord bearing and distance of South $89^{\circ}38'21''$ West, 0.11 feet; thence 502.49 feet along a curve to the right, said curve having a radius of 364.84 feet, a central angle of $78^{\circ}54'45''$, and a chord bearing and distance of North $50^{\circ}53'47''$ West, 463.71 feet; thence North $11^{\circ}26'24''$ West, 51.08 feet; thence 178.79 feet along a curve to the left, said curve having a radius of 295.00 feet, a central angle of $34^{\circ}43'28''$, and a chord bearing and distance of North $28^{\circ}48'08''$ West, 176.06 feet; thence South $43^{\circ}50'08''$ West, 155.29 feet; thence North $61^{\circ}04'52''$ West, 639.44 feet; thence North $79^{\circ}06'48''$ West, 172.19 feet; thence South $88^{\circ}05'22''$ West, 297.30 feet; thence South $65^{\circ}09'15''$ West, 150.85 feet; thence North $57^{\circ}32'19''$ West, 160.00 feet; thence 45.47 feet along a curve to the left, said curve having a radius of 295.00 feet, a central angle of $08^{\circ}49'50''$, and a chord bearing and distance of South $28^{\circ}02'46''$ West, 45.42 feet; thence South $23^{\circ}37'51''$ West, 503.62 feet; thence 538.07 feet along a curve to the right, said curve having a radius of 470.00 feet, a central angle of $65^{\circ}35'39''$, and a chord bearing and distance of South $56^{\circ}25'41''$ West, 509.17 feet; thence South $89^{\circ}13'30''$ West, 163.54 feet, to the West line of said Section 20 and the centerline of Denton Road; thence North $00^{\circ}23'05''$ West, 90.00 feet, along the West line of said Section 20 and the centerline of said Denton Road; thence North $89^{\circ}13'30''$ East, 172.01 feet; thence 457.93 feet along a curve to the left, said curve having a radius of 400.00 feet, a central angle of $65^{\circ}35'39''$, and a chord bearing and distance of North $56^{\circ}25'41''$ East, 433.33 feet; thence North $23^{\circ}37'51''$ East, 481.65 feet; thence North $59^{\circ}34'26''$ West, 245.61 feet; thence South $17^{\circ}30'29''$ West, 89.99 feet; thence South $75^{\circ}43'51''$ West, 165.97 feet; thence North $86^{\circ}19'52''$ West, 127.15 feet; thence North $43^{\circ}40'42''$ West, 137.27 feet; thence South $89^{\circ}36'55''$ West, 110.00 feet, to the West line of said Section 20 and the centerline of said Denton Road; thence North $00^{\circ}23'05''$ West, 489.68 feet, along the West line of said Section 20 and the centerline of said Denton Road, to the West 1/4 Corner of said Section 20; thence North $00^{\circ}16'17''$ West, 1320.36 feet, along the West line of said Section 20 and the centerline of said Denton Road; thence North $89^{\circ}30'07''$ East, 2675.65 feet, to the North and South 1/4 line of said Section 20, and a boundary corner of "Fairways West Sub'n No. 2", as recorded in Liber 112 of Plats, on Pages 56 through 68, inclusive, Wayne County Records; thence South $00^{\circ}16'45''$ East, 1323.94 feet, along the North and South 1/4 line of said Section 20, and the Westerly boundary of said "Fairways West Sub'n No. 2" (recorded as N $00^{\circ}15'54''$ W, 1323.80 feet), to the Center of said Section 20; thence South $00^{\circ}11'45''$ East, 1305.77 feet, along the North and South 1/4 line of said Section 20, and the Westerly boundary of said "Fairways West Sub'n No. 2", and the Westerly boundary of "Fairways West Sub'n No. 1", as recorded in Liber 111 of Plats, on Pages 18 through 31, inclusive, Wayne County Records (recorded as N $00^{\circ}10'33''$ W, 1305.79 feet), to the Southwest corner of said "Fairways West Sub'n No. 1", and the centerline of Proctor Road; thence North $89^{\circ}37'51''$ East, 1386.16 feet, along the centerline of said Proctor Road, and the Southerly boundary of said "Fairways West Sub'n No. 1" (recorded as S $89^{\circ}38'16''$ W); thence South $68^{\circ}22'09''$ East, 686.95 feet; thence 468.23 feet along a curve to the right, said curve having a radius of 365.00 feet, a central angle of $73^{\circ}30'00''$, and a chord bearing and distance of South $31^{\circ}37'09''$ East, 436.78 feet; thence South $05^{\circ}07'51''$ West, 270.55 feet; thence South $84^{\circ}52'09''$ East, 206.00 feet; thence 82.90 feet along a curve to the left, said curve having a radius of 955.00 feet, a central angle of $04^{\circ}58'25''$, and a chord bearing and distance of South $87^{\circ}21'22''$ East, 82.88 feet; thence South $89^{\circ}50'34''$ East, 92.67 feet, to the Westerly right-of-way of said Beck Road; thence South $00^{\circ}09'26''$ West, 90.00 feet, along the Westerly right-of-way of said Beck Road, to the point of beginning. All of the above containing 133.368 Acres. All of the above being subject to the rights of the public in Proctor Road and Denton Road.

CENTRAL PARK COMMUNITY ASSOCIATION

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, Conditions and Restrictions of the Central Park Community Association is made this 18th day of June, 1999, by THE SELECTIVE GROUP, INC., a Michigan corporation, whose address is 27655 Middlebelt Road, Suite 130, Farmington Hills, Michigan 48334 (hereinafter sometimes referred to as "Declarant").

RECITALS:

A. Declarant is the fee simple owner of a parcel of real property situated in the Charter Township of Canton, Wayne County, Michigan, which is described in the attached Exhibit "A" and hereinafter referred to as the "Central Park Community". Declarant is also the holder of an option to acquire additional real property situated in the Charter Township of Canton, Wayne County, Michigan, and legally described in the attached Exhibit "E". The owner of the additional property and the optionor under the option is Proctor Road Holding Limited Partnership, a Michigan limited partnership ("Proctor"). All of the land included in the Central Park Community and the aforesaid additional real property has been constituted as the "Central Park Approved Planned Development" pursuant to the provisions of Section 27.04 of the Canton Township Zoning Ordinance and, as portions of said land are purchased by Declarant and subjected to the terms of this Declaration as provided below, said portions of land are hereinafter referred to as the "Central Park Community".

B. Pursuant to a certain Agreement for Central Park Planned Development District dated June 3, 1998 and entered into by Declarant and the Charter Township of Canton (the "PDD Agreement"), the land included in the Central Park Approved Planned Development is to be developed as one or more platted subdivisions, one or more residential condominium developments, and an extension of the existing Pheasant Run Golf Course currently located immediately east of Beck Road. The PDD Agreement was amended by an Amendment No. 1 to Agreement for Central Park Planned Development District, also dated June 3, 1998.

C. The PDD Agreement, as amended, requires that the documents prepared and recorded to establish the platted subdivision(s) and condominium development(s) within the Central Park Approved Planned Development provide for the respective establishment of homeowners' associations and condominium associations for the administration of the common facilities and amenities constructed within the residential developments established within the Central Park Approved Planned Development. According to the PDD Agreement, as amended,

such associations must be authorized to (i) maintain, repair, and replace common facilities and amenities; (ii) carry insurance with respect to such facilities and (iii) fund the cost of those activities by imposing and collecting assessments from the respective members of the associations. The PDD Agreement, as amended, further provides that the Declarant may establish a parent or master association that includes the members of the respective homeowners and condominium associations if the Declarant determines that a parent or master association would facilitate resolution of concerns common to all of the residents of the Central Park Approved Planned Development.

D. Declarant has determined that certain facilities installed or constructed within the Central Park Approved Planned Development should be administered, maintained, repaired and replaced by a parent or master association with the authority to impose and collect regular and special assessments to fund such activities.

E. Declarant desires to provide for the establishment of the master association and to subject portions of the land included in the Central Park Approved Planned Development to the authority of that association and certain restrictions as that land is purchased by Declarant under the above described option and included the Central Park Community as part of platted subdivisions, condominium developments or otherwise, all in furtherance of the execution of the Central Park Approved Planned Development.

NOW, THEREFORE, Declarant hereby declares that the land described in the attached Exhibit "A" is hereby submitted to and incorporated into the Central Park Community and each and every platted subdivision and condominium established therein, including all lots and open areas within such subdivisions and all units and common element areas within such condominiums, shall be held, transferred, sold, conveyed, leased, used and occupied subject to the following covenants, conditions, restrictions, easements, charges and liens (as amended from time to time), which shall run with the Central Park Community and all of the subdivisions and condominiums established therein and all lots and open areas established within said subdivisions and all units and common element areas established within such condominiums and with any and all portions the Central Park Approved Planned Development as are added to the Central Park Community as provided herein. The following covenants, conditions, restrictions, easements, charges and liens (as amended from time to time) shall be binding upon and inure to the benefit of all parties having any right, title or interest in the Central Park Community or any part or enlargement thereof, their heirs, successors and assigns.

ARTICLE I **DEFINITIONS**

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

1. "Association" shall mean and refer to CENTRAL PARK COMMUNITY ASSOCIATION, a Michigan non-profit corporation, having its principal office at 27655 Middlebelt Road, Suite 130, Farmington Hills, Michigan 48334.

2. "Condominium" shall mean and refer to any condominium established within the Central Park Community by the recording of a Master Deed and required exhibits thereto in conformance with the Michigan Condominium Act, Act 59 of the Public Acts of 1978, as amended (the "Condominium Act").

3. "Condominium Association" shall mean and refer to the association established to administer the common elements of a Condominium established within the Central Park Community as required by the Michigan Condominium Act, Act 59 of the Public Acts of 1978, as amended (the "Condominium Act").

4. "Condominium Unit" shall mean and refer to any numbered parcel of land or numbered part of a residential structure established and defined as a condominium unit within a Condominium as the term "Condominium" is defined immediately above. Pursuant to the Condominium Act, each Condominium Unit shall be defined and established in the Master Deed recorded to establish the Condominium in which the Condominium Unit is located.

5. "Constituent Association" shall mean and refer to any "Condominium Association" and any "Homeowners' Association" as defined in this Article. It shall not include any homeowners' association established with respect to land located immediately west of Denton Road and north of the Lower Rouge River (the "Denton Road Parcel").

6. "Declarant" shall mean and refer to THE SELECTIVE GROUP, INC., a Michigan corporation, 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 document recorded with the Register of Deeds of Wayne County, Michigan, and, in each case, as the context may require.

7. "Homeowners' Association" shall mean and refer to the association established with respect to any Subdivision created within the Central Park Community for the administration and maintenance of the common areas and affairs of such Subdivision.

8. "Lot" shall mean and refer to any numbered parcel of land shown as such upon the recorded Plat of any Subdivision established within the Central Park Community.

9. "Member" shall mean and refer to those Persons entitled to membership in the Association, as provided in Article III of this Declaration.

10. "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 dwelling constructed upon a Lot or Condominium Unit or a dwelling comprising a Condominium Unit.

11. "Owner" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Lot or Condominium Unit, including, for such purpose, the land contract vendee, in regard to any Lot or Condominium Unit (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.

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

13. "Site Condominium Unit" shall mean a Condominium Unit that comprises a building site for a detached, single-family residence.

14. "Subdivision" shall mean any part of the Central Park Community that is established as a platted subdivision by the recording of a plat in conformance with the Land Division Act, Act 288 of the Public Acts of 1967, as amended.

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

ARTICLE II
ESTABLISHMENT OF ASSOCIATION;
ASSOCIATION'S AUTHORITY

1. On or before the date of recording of this Declaration, the Declarant shall establish the Association as a Michigan non-profit corporation by filing Articles of Incorporation for that entity with the Corporation Division of the Michigan Department of Consumer and Industry Services. The Association shall have the right and authority to repair, replace and maintain the following common facilities constructed or installed within the Central Park Community or upon portions of the Central Park Approved Planned Development that may be added to the Central Park Community pursuant Article XX of this Declaration:

- (a) The landscaping and signage installed at four (4) entryways into the Central Park Approved Planned Development, all as shown on the attached Exhibit "B", including three (3) entry ways from Denton Road and the frontage along Denton Road and one (1) entryway from Beck Road;
- (b) The sprinkler irrigation systems installed to support the landscaping installed at the four (4) entryways described in paragraph (a) above; and
- (c) The primary connector road within the Central Park Community as shown on the attached Exhibit "C" (including relocated Proctor Road between Denton Road and Beck Road), and the landscaping located or installed within the right of way of the primary connector road, to the extent said primary connector road and landscaping is not subject to maintenance, repair and replacement by the Wayne County Road Commission; provided that each Owner of a Lot or Site Condominium Unit shall be responsible for maintaining, repairing and replacing any landscaping installed or located within the portion of the primary connector road right of way across the Owner's Lot or the Owner's Site Condominium Unit. With respect to the maintenance of the primary connector road, the Association

shall be responsible for clearing that road of snow. The Association may also assume responsibility for snow removal from any and all roads, public or private, within the Central Park Community, upon the request of the respective Homeowner Association or Condominium Association that is otherwise responsible for snow removal for such roads, and allocate the cost thereof on an equitable basis as determined by the Board of Directors of the Association.

- (d) The common open space (and any facilities constructed therein) that would have otherwise comprised the public golf course to be constructed by the Township shall be subject to operation, maintenance, repair and replacement by the Association in the event that said area is conveyed to the Association as described below in Article VI, paragraph 7.

Under the terms of the option entered into by Declarant and described above in Recital A, some of the above described common facilities may be installed within easements granted by Proctor to Declarant over, under and across land situated in the Central Park Approved Development Plan before it is purchased by Declaration under the option and included in the Central Park Community as provided in Article XX below. In that event, Declarant shall assign its interest in such easements to the Association and the Association shall be responsible for operating, maintaining, repairing and replacing said common facilities, except as otherwise provided herein.

2. The Association shall carry all risk insurance covering all commonly insured occurrences against all risks of direct physical loss; and against all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership or maintenance, repair or replacement of the common facilities described above. Such insurance may include, but is not limited to, fire and extended coverage, vandalism and malicious mischief, host liability, all inclusive liability insurance and worker's compensation insurance, where applicable and available.

- (a) Insurance policies carried by the Association shall, if available without extraordinary premium charges, provide that:
 - (1) Each Owner and each Constituent Association is an insured person under the policy with respect to liability arising out of his interest, if any, in the common facilities describe above or his membership in the Association.
 - (2) The insurer waives its right to subrogation under the policy against any Owner or any member of such Owner's household or any Constituent Association.
 - (3) No act or omission by any Owner or any Constituent Association or officer or director thereof, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition for recovery under the policy.

- (4) If, at the time of a loss under the policy, there is other insurance in the name of an Owner or Constituent Association covering the same risk covered by the policy, the Association's policy provides primary insurance.
- (5) Insurance proceeds must be disbursed first for repairs or restoration of the damaged property, unless repair or replacement of the damaged property would be illegal under any state or local health or safety statute or ordinance.

(b) All premiums of insurance purchased by the Association pursuant to the authority provided in this Declaration shall be expenses of administration includable in the amounts assessed by the Association against the Owners.

(c) Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association and the Owners and their mortgagees, as their interests may appear; provided, however, that any and all such proceeds shall first be applied to the repair or reconstruction of the such common facilities described above as may be damaged.

3. Each Owner appoints the Association as his or her true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance for all insurance for the Association and the common facilities to be maintained by the Association as described above. The Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Owners and the respective mortgagees of such Owners, as their interests may appear (subject to limiting or defining provisions of this Declaration), to execute releases of liability and to execute all documents and to do all things on behalf of the Association and any of its members as shall be necessary to accomplish the foregoing.

4. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Owners with respect to the common facilities maintained by the Association as described above; provided that no rule or regulation shall hinder or interfere with the use of any roads within the Central Park Community and any such rule or regulation shall be consistent with the PDD Agreement and the Canton Township Zoning Ordinance. Copies of all such rules, regulations and amendments thereto shall be furnished to each Constituent Association for distribution to all of the Owners and Occupants.

5. The Association or its duly authorized agents shall have access to each Lot (but not any residence thereon) and the land included in any Condominium Unit from time to time, during reasonable working hours, upon notice to the Owner thereof, as may be necessary to carry out any responsibilities imposed on the Association by this Declaration. This provision, in and of itself, shall not be construed to permit access to the interiors of residences or other structures.

6. The Association and its duly authorized agents shall have easements to, over, under and across the common facilities described in paragraph 1 above and the land on which said facilities are located for access to such facilities and land to the extent reasonably necessary for the performance by the Association of its maintenance, repair and replacement obligations. The Association shall enjoy such easements to the extent the common facility and the land on which the facility is located has not been conveyed to the Association.

ARTICLE III **ASSOCIATION MEMBERSHIP**

1. The Declarant and each and every Constituent Association shall constitute the Members of the Association. Declarant shall retain control of the Association as the only Member entitled to vote on issues before the Association until such time as all of the Condominium Units and Lots that may be created within the Central Park Community pursuant to the PDD Agreement have been sold and have an Occupant residing on or in them.

2. Subject to the provision set forth herein regarding control of the Association by Declarant, each of the Members of the Association shall have the right to cast one vote on matters brought before the Members and the votes of each Member shall be cast by a duly elected representative of the Member (or Constituent Association); provided that the representative casting votes on behalf of a Member shall be identified as a authorized agent of the Member for that purpose in a duly adopted resolution by the Board of Directors of the Member filed with the Secretary of the Association. Although each Member shall have one vote on matters brought before the Members, each Members vote shall be ascribed a weight such that the total number of votes cast by the Condominium Associations are equal in weight to the total number of votes cast by the Homeowners' Associations. (For example, if three Members are Condominium Associations and two members are Homeowners' Associations, the weight assigned to the vote of each Condominium Association Member shall be one (1) and the weight assigned to the vote of each Homeowners' Association shall be one and one-half (1.5).

3. If the formula for voting set forth above results in a tie, the President of the Association or such other presiding officer shall break the tie.

ARTICLE IV **ASSOCIATION ASSESSMENTS**

1. In order to pay the cost of carrying out its responsibilities hereunder, the Association may levy fees, dues or assessments on each Lot and Condominium Unit established within the Central Park Community, except (subject to paragraph 2 below) Lots or Condominium Units owned by the Declarant, the Developer of a Condominium as the term "Developer" is defined in the Condominium Act, the Proprietor of a Subdivision as the term "Proprietor" is defined in the Land Division Act, or by a builder designated by a Developer or Proprietor ("Designated Builder"). All such fees, dues or assessments shall be charged equally to each Lot and Condominium Unit established within the Central Park Community and any and all such fees, dues or assessments may be enforced through the lien provided for in paragraph 2 of this Article or by any other lawful means of collecting debts. The fees, dues and assessments

imposed pursuant to this Article IV shall be collected by the Constituent Associations and then paid over to the Association.

2. In no event shall the Declarant, a Developer, a Proprietor or a Designated Builder be obligated to pay fees, dues or assessments imposed by the Association with respect to a Lot or Unit before a certificate of occupancy has been issued for a residential dwelling on the Lot or Unit or, if the Unit is part of an attached condominium development, for the Unit. However, once the roads within a Condominium or Subdivision are completed (except for the application of the final wearing course), the Developer or Proprietor of that development or Designated Builder shall be required to pay a portion of the actual expenses incurred by the Association in the performance of its obligations and functions with the amount to be paid by each Developer, Proprietor or Designated Builder determined by multiplying the actual expenses to be defrayed by a fraction, the numerator of which is the total number of Units or Lots owned by the Developer, Proprietor or Designated Builder and the denominator of which is the aggregate number of Units and Lots located in developments that are served by completed roads (except for the application of the final wearing course). The amounts payable to the Association pursuant to this provision shall also be collected by the Constituent Association for the Lot or Unit subject to the imposed charge.

3. All charges imposed against any Lot or Condominium Unit pursuant to the provisions of this Article IV and Article VI, paragraphs 5 and 6 with regarding Condominium and Subdivision Recreation Facility Assessments shall be the personal liability of the Owner(s) of the Lot(s) or Condominium Unit(s), and the Declarant or its successors or assigns, including the Association and the applicable Constituent Association, shall have the right to enforce collection for any and all expenses and costs incurred in connection with exercising the rights provided in the provisions of this Article IV by a suit at law for a money judgment or by foreclosure of a lien that secures payment of the assessment which the Association may record against the subject Lot or Condominium Unit. Each Owner in the Central Park Community shall be deemed to have granted to the Declarant, his or her Constituent Association and the Association the unqualified right to assess and lien the subject Lot or Condominium Unit for costs incurred in connection with this Article IV and further to permit his or her Constituent Association or the Association the right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action or by advertisements, as the same may be amended from time to time, are incorporated herein by reference for the purpose of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Owner and every other person who from time to time has an interest in any Lot or Condominium Unit, shall be deemed to have authorized and empowered his or her Constituent Association, the Declarant or the Association to sell or cause to be sold the Lot or Condominium Unit with respect to which the outstanding obligation is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Owner in the Central Park Community acknowledges that at the time of acquiring title to such Lot or Condominium Unit, he or she was notified of the terms and conditions contained in this paragraph and that he or she voluntarily, intelligently and knowingly waived notice of any proceedings brought by his or her Constituent Association or the Association to foreclose by advertisement the lien for nonpayment of any assessments and the waiver of a hearing on the

same prior to the sale of the subject Lot or Condominium Unit. Notwithstanding the foregoing, neither judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Owner(s) of the subject Lot(s) or Condominium Unit(s) at his, her or their last known address of a written notice that expenses have been incurred by the Association and are delinquent and that the Declarant, the Association or the applicable Constituent Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the applicable Constituent Association, the Association or the Declarant that sets forth (a) the affiant's capacity to make the affidavit, (b) the authority for the lien, (c) the amount outstanding (exclusive of interest, costs, attorney fees), (d) the legal description of the Lot(s) or Condominium Unit(s), and (e) the name(s) of the Owner. Such affidavit shall be recorded in the office of the Register of Deeds of Wayne County prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the applicable Constituent Association, the Association or the Declarant may take any and all remedial actions as may be available to it hereunder under Michigan law.

4. Any lien established pursuant to this Article IV shall have equal priority with any lien established with respect to delinquent charges or assessments due to a Homeowners Association or a Condominium Association as those terms are defined in Article I above. The Constituent Association or the Association shall be entitled to collect all reasonable expenses of collection, including actual attorney fees and costs. The Constituent Association or the Association may enforce its lien by recording appropriate instruments confirming the existence of the lien and foreclosing the lien by appropriate legal action. In such legal action, a court of competent jurisdiction shall be empowered to order a sale of the Lot or Condominium Unit subject to the lien in order to satisfy the lien. Any lien established pursuant to this Article IV shall be subordinate and junior to the lien of any first mortgage securing a loan for the acquisition or improvement of any Lot or Condominium Unit. Notwithstanding anything to the contrary contained herein, the sale or transfer of any Lot or Condominium Unit shall not affect the lien arising out of the failure to pay any fees, dues or assessments when due. All fees, dues or assessments which shall remain due and unpaid sixty (60) days after the date said charges become due and unpaid shall be subject to interest at the highest legal rate allowable as of the date said charges become due.

5. Failure by the Association or its Board of Directors or any Constituent Association or its Board of Directors to enforce any provision contained herein in any particular instance shall not be deemed a waiver of the right to do so as to any continuing, subsequent or other violation.

6. Each Constituent Association shall promptly pay over to the Association the amounts it collects for payment to the Association pursuant to this Article IV. If a Constituent Association fails to perform this obligation, the Association shall have the right to request and receive an accounting for the amounts collected by the delinquent Constituent Association and the right to direct that future payments of the amounts assessed against the Lots or

Condominium Units included in the Condominium or Subdivision administered by the Association be paid directly by the Owners to the Association.

ARTICLE V
ASSOCIATION BYLAWS

Any sale or purchase of a Lot or Condominium Unit in the Central Park Community shall be subject to the provisions set forth in Articles XI through XVII of this Declaration regarding the organization and administration of the Association and its affairs (the "Association ByLaws"), and each Owner agrees to abide by and observe such provisions. Declarant shall have the right to modify, amend or supplement the ByLaws, and so long as they are reasonable, any such modifications, amendments or supplements shall have retroactive effect to the date immediately preceding the date of this Declaration, until Declarant shall turn over the Association to the Owners. Once Declarant has turned over control of the Association to the Constituent Associations, the Association may amend or modify the Association ByLaws upon the affirmative vote of Members entitled to cast sixty-six and two-thirds percent (66-2/3%) of the total number of votes that may be cast, but such amendment or modification shall not have retroactive effect.

ARTICLE VI
RESTRICTIONS REGARDING COMMON FACILITIES AND
DEVELOPMENTS WITHIN THE CENTRAL PARK COMMUNITY;
RECREATION FACILITIES AND EASEMENTS

1. No immoral, improper, unlawful or offensive activity shall be carried on within or upon any of the common facilities (the "Common Facilities") identified in Article II, paragraph 1 above, that are subject to administration and maintenance by the Association nor shall anything be done within such areas which may be or become an annoyance or a nuisance to the Owners or Occupants of Lots or Condominium Units within the Central Park Community. No unreasonably noisy activity shall occur in or on the Common Facilities at any time and disputes among Owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Owner or Occupant shall do or permit anything to be done or keep or permit to be kept within or on the Common Facilities anything that will increase the rate of insurance maintained by the Association. No Owner or Occupant shall install or maintain or cause or permit the installation or maintenance of any improvement, structure or thing of any sort upon or within a Common Facility in the absence of the prior, written approval of the Association. No Owner or Occupant shall create or maintenance any condition upon or within a Common Facility that might constitute a nuisance or interfere with or impede the development and marketing efforts of the Declarant or any Developer, Proprietor or builder with respect to any part of the Central Park Community.

2. The Common Facilities shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind. In general, no activity shall be carried on nor condition maintained by an Owner or Occupant within or upon any Common Facility which is detrimental to the appearance of the Central Park Community.

3. No parking shall be permitted on the primary road depicted upon the attached Exhibit "C" and no Owner or Occupant or any building contractor shall cause or permit dirt, mud or construction debris to be deposited upon said primary road. No inoperable vehicles of any type may be brought or stored upon the primary road any other road within the Central Park Community, either temporarily or permanently. Commercial vehicles and trucks shall not be parked in or about the Central Park Community, except while making deliveries or pickups in the normal course of business. Nothing in this provision shall prevent the inclusion of additional restrictions regarding the private roads installed within any Condominium in the Master Deed and ByLaws recorded to establish the Condominium.

4. No residential development of any type, including any Subdivision or Condominium, shall be established or constructed within the Central Park Community unless and until plans and specifications for such development and the terms and conditions of the documents used to establish the development (including, but not limited to Master Deeds, Exhibits to Master Deeds, Plats and Declarations of Covenants) have been approved in writing by the Association through its Board of Directors. The Declarant, for as long as Declarant controls the Association, shall have complete discretion as to the reasonableness of the conditions imposed for such required approvals.

5. The Owners of Units in the Condominiums that may be established within the Central Park Community and their guests, tenants and invitees shall have the nonexclusive right, with all other Owners of Units in the Condominiums in the Central Park Community, to use certain recreation facilities (the "Condominium Recreation Facilities"), such as tennis courts, sports courts and a swimming pool, to be constructed by the Declarant or Declarant's assignee or successor in title in an area near Beck Road. (The proposed location of the Condominium Recreation Facilities is depicted on the attached Exhibit "D".) The Condominium Recreation Facilities will be private facilities and will not be open to the public or the Owners of Lots in the Subdivisions. Although the Condominium Recreation Facilities may be established as general common elements of the Condominium in which the Condominium Recreation Facilities are constructed or may be separately owned by the Association, the Owners of Units in all of the Condominiums that may be established within the Central Park Community shall contribute to the cost of operating, maintaining, repairing and replacing the Condominium Recreation Facilities. A subcommittee of the Association comprised of one committee member appointed by each of the Boards of Directors of the Constituent Associations that are Condominium Associations (the "Condominium Recreation Facilities Subcommittee") shall be responsible for the preparation and adoption of an annual budget for the operation, maintenance, repair and replacement of the Condominium Recreation Facilities and such budget shall include the cost of insurance premiums for hazard insurance for the replacement of the facilities and liability insurance with respect to the operation of the facilities. The Condominium Recreation Facilities Subcommittee shall also be responsible for the general oversight of the operation, maintenance, repair and replacement of the Condominium Recreation Facilities and for the adoption of reasonable rules regarding the use of those facilities. (The Board of Directors of each Constituent Association that is a Condominium Association shall inform the Association of the identity of its appointed committee member in the same manner as is provided for notification of the identity of Directors in Article XIII, paragraph 2 below and the Board of Directors of each Constituent Association that is a Condominium Association shall have the right to appoint a

replacement of its appointed committee member at its discretion.) The Master Deed and ByLaws of the Condominiums established within the Central Park Community shall include provisions describing the Condominium Recreation Facilities and the obligation of the Owners of Units to contribute to the cost of operating and maintaining those facilities. The amount of the assessments required to operate and maintain the Condominium Recreation Facilities (the "Condominium Recreation Facilities Assessment") shall be determined by the Condominium Recreation Facilities Subcommittee based on the above described budget. Each Constituent Condominium Association shall collect the Condominium Recreation Facilities Assessment from its respective Owners and shall remit the same to the Condominium Recreation Facilities Subcommittee. The Condominium Recreation Facilities Subcommittee shall be responsible for maintaining and accounting for the Condominium Recreation Facilities Assessments remitted to it.

6. The Owners of Lots in the Subdivisions that may be established within the Central Park Community and their guests, tenants and invitees shall have the nonexclusive right, with all other Owners of Lots in the Subdivisions in the Central Park Community, to use certain recreation facilities (the "Subdivision Recreation Facilities"), such as tennis courts, sports courts and a swimming pool, to be constructed by the Declarant or Declarant's assignee or successor in title in an area near Denton Road. (The proposed location of the Subdivision Recreation Facilities is depicted on the attached Exhibit "D".) The Subdivision Recreation Facilities will be private facilities and will not be open to the public or to the Owners of Units in the Condominiums. Although title to the Subdivision Recreation Facilities and the related land will be held by the Homeowners' Association established to administer the common affairs of the Subdivision in which the Subdivision Recreation Facilities are constructed or by the Association, the Owners of Lots in all of the Subdivisions that may be established within the Central Park Community shall contribute to the cost of operating, maintaining, repairing and replacing the Subdivision Recreation Facilities. A subcommittee of the Association comprised of one committee member appointed by each of the Boards of Directors of the Constituent Associations that are Homeowners' Associations (the "Subdivision Recreation Facilities Subcommittee") shall be responsible for the preparation and adoption of an annual budget for the operation, maintenance, repair and replacement of the Subdivision Recreation Facilities and such budget shall include the cost of insurance premiums for hazard insurance for the replacement of the facilities and liability insurance with respect to the operation of the facilities. The Subdivision Recreation Facilities Subcommittee shall also be responsible for the general oversight of the operation, maintenance, repair and replacement of the Subdivision Recreation Facilities and for the adoption of reasonable rules regarding the use of those facilities. (The Board of Directors of each Constituent Association that is a Homeowners' Association shall inform the Association of the identity of its appointed committee member in the same manner as is provided for notification of the identity of Directors in Article XIII, paragraph 2 below and the Board of Directors of each Constituent Association that is a Homeowners' Association shall have the right to appoint a replacement of its appointed committee member at its discretion.) The Declaration of Covenants and Restrictions recorded with respect to the Subdivisions established within the Central Park Community shall include provisions describing the Subdivision Recreation Facilities and the obligation of the Owners of Units to contribute to the cost of operating and maintaining those facilities. The amount of the assessments required to operate and maintain the Subdivision Recreation Facilities (the "Subdivision Recreation Facilities Assessment") shall

be determined by the Subdivision Recreation Facilities Subcommittee based on the above described budget. Each Constituent Subdivision Association shall collect the Subdivision Recreation Facilities Assessment from its respective Owners and shall remit the same to the Subdivision Recreation Facilities Subcommittee. The Subdivision Recreation Facilities Subcommittee shall be responsible for maintaining and accounting for the Subdivision Recreation Facilities Assessments remitted to it.

7. The PDD Agreement provides for the conveyance of land located within the Central Park Approved Planned Development to the Township for the construction and operation of a public golf course (the "Golf Course"). According to the option described in Recital A to this Declaration, the Golf Course is to be conveyed to the Association if the Township fails to satisfy conditions contained in the PDD Agreement regarding the development and construction of the Golf Course. The Association shall be responsible for the maintenance of the land that would otherwise have been included in the Golf Course as a common area available for use as open space to the Owners of Units and Lots in the Central Park Community. The Association shall also be responsible for operating, maintaining, repairing and replacing such facilities as may be constructed by Declarant or its successors or assigns within the land that would otherwise have been included in the Golf Course.

In any event, the land that is to be included in the Golf Course (the "Golf Course Land") is and shall remain part of the Central Park Approved Planned Development and shall be subject to the PDD Agreement. Upon the conveyance of the Golf Course Land to the Township, this Declaration shall be amended to add that land to the Central Park Community and said land shall be subject to the terms and conditions of this Declaration. Declarant shall have the right (but not the obligation) to assign responsibility for the maintenance, repair and replacement of the storm drainage facilities and detention ponds installed on the Golf Course Land to the Township. Upon conveyance of the Golf Course Land to the Township, Declarant further reserves the right (but is not obligated) to require that the Township participate in the assessments imposed by the Association in accordance with Article IV above.

8. The Declarant or Declarant's successors or assigns will install a network of pedestrian paths or sidewalks to provide access from the Condominiums and Subdivisions to the golf course to be constructed in the midst of the Central Park Community (the "Golf Course"), a public park located immediately west of Denton Road and such other open and natural areas as may be retained in the Condominiums and Subdivisions established within the Central Park Community. Except where the path network comprises sidewalks located within rights of way dedicated to public use, use of the path network shall be limited to any and all Owners and their guests, tenants and invitees unless the Declarant or Declarant's successor or assign determines that the path network or portions thereof should be open to use by the general public. All or some of the Condominiums and Subdivisions established within the Central Park Community will include tot lots or play areas limited to the use of the Owners of the Lots or Units in the Subdivision or Condominium in which the tot lot or play area is situated. Each Condominium Association and each Homeowners' Association shall be responsible for the maintenance, repair and replacement of the tot lots and play areas located in the Condominium or Subdivision for which the Condominium or Homeowners' Association is responsible and for any and all portions of the pedestrian paths or sidewalks located within their respective Condominium or Subdivision;

except that the Owners of each Lot or Site Condominium Unit shall be responsible for the maintenance, repair and replacement of any pedestrian path or sidewalk installed over and across or adjacent to the Owner's Lot or Site Condominium Unit. The responsibilities imposed upon each Condominium or Homeowners' Association pursuant to this paragraph 8 shall include the maintenance of liability insurance in such amounts as shall be deemed sufficient by the Association with respect to the pedestrian pathways.

9. The Declarant has obtained certain easements from Proctor for the operation, maintenance, repair and replacement of certain storm water detention ponds and storm drainage facilities constructed or to be constructed on the land referred to in paragraph 7 above as the Golf Course Land and on other portions of the Central Park Approved Development District that may be included in Central Park Community. Declarant intends to assign its rights and obligations under these easements to such entities as may purchase portions of the Central Park Approved Development District (including the Central Park Community) for development as Condominiums or Subdivisions so that any such Condominium or Subdivision and the Units or Lots therein shall continue to have the right to drain into said facilities and ponds and so that each Constituent Association shall bear responsibility for the maintenance, repair and replacement of the storm water drainage facilities and detention ponds that exclusively or primarily serve their respective developments. (For purposes of this Declaration, a detention pond and the related drainage facilities shall be deemed to primarily serve a development if more than fifty (50%) percent of the drainage received by the pond originates from that development; provided that Declarant reserves the right to finally determine and assign responsibility for the maintenance, repair and replacement of detention ponds and related drainage facilities between the developments served by such ponds as final engineering plans are developed for those specific improvements.) With respect to drainage facilities and detention ponds installed on the Golf Course Land, the Constituent Associations otherwise responsible for maintaining, repairing and replacing those facilities and ponds shall be relieved of that responsibility upon the assumption of that responsibility by the Township as the fee owner of the land burdened by the easements. Each Constituent Association shall be responsible for maintaining, repairing and replacing such storm water drainage facilities and detention ponds as may be installed within the common areas owned by the Constituent Association or upon the land included in the Condominium for which the Constituent Association was established.

10. For as long as any portion of the Central Park Approved Planned Development designated for development pursuant to the PDD Agreement remains undeveloped, Declarant reserves the right to create easements over the Central Park Community for vehicular and pedestrian ingress and egress to any and all portions of the Central Park Approved Planned Development and for the installation, maintenance, repair and replacement of any and all utilities required for the development of such areas (including, without limitation, above ground and below ground storm drainage facilities) in accordance with the terms of the PDD Agreement; provided that the easements created pursuant to this reserved authority shall not obstruct or interfere with the development of any Condominium or Subdivision in accordance with approvals issued by the Declarant pursuant to paragraph 4 of this Article VI. The intent of this provision is to prevent any portion of the Central Park Approved Planned Development that is designated

for development in the PDD Agreement from being landlocked or deprived of utilities required for the development of that area.

**ARTICLE VII
AMENDMENT**

Declarant reserves the right by written instrument, signed, acknowledged and recorded with the Wayne County Register of Deeds, to modify, amend, restate, waive or repeal any or all of the provisions herein contained with respect to all or any particular Lot or Condominium Unit owned by Declarant or any affiliate of Declarant without the consent of any other party. For as long as Declarant is the only Member entitled to vote according to Article III above, Declarant further reserves the right to amend the provisions contained herein with respect to any and all areas included in the Central Park Community and any areas subject to easements beneficial to the Central Park Community to the extent necessary or desirable, in the sole discretion of the Declarant, to the development of the Central Park Community as an attractive residential development area. Once all Lots and Condominium Units in the Central Park Community have been sold by Declarant or its affiliates, the provisions set forth herein may be amended upon the affirmative vote of the Members entitled to cast sixty-six and two-thirds percent (66-2/3%) of the total number of votes that may be cast; provided, however, that the provisions of Article II, Paragraphs 1 and 2 and Articles IV and VIII may never be modified, amended or removed; except that Article II, Paragraphs 1 and 2 may be amended to broaden (but not reduce) the scope of functions carried out by the Association .

**ARTICLE VIII
ASSIGNABILITY AND WAIVER**

Declarant may at any time or times assign or waive any or all of its rights or powers under this Declaration by recording a notice of same with the Wayne County Register of Deeds.

**ARTICLE IX
SEVERABILITY**

The voiding or invalidation of any one or more of the covenants, conditions or restrictions, or parts thereof, contained herein, by judgment or court order, shall in no way affect any of the remaining provisions, and all of said restriction shall remain totally and severally enforceable. All construction shall be in accordance with (a) these covenants, conditions and restrictions and (b) the Ordinances of the Township as applied to the Central Park Community by the terms and conditions of the above PDD Agreement. Wherever a conflict shall exist, the more restrictive of the two shall apply.

**ARTICLE X
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.

ARTICLE XI VOTING

Voting by the Members of the Association shall be governed by Article III above and the following additional provisions:

1. All votes on matters affecting the Association shall be cast at regular or special meetings of the Members of the Association by a representative of each of the Members of the Association and such representative shall have been identified as an authorized agent of the Member he or she represents in a resolution by the Board of Directors of the Member filed with the Secretary of the Association. Said resolution shall set forth the name and address of the authorized agent. The number of votes that may be cast on behalf of each Member is one; provided that each vote cast on behalf of a Member shall be ascribed a weight as described in Article III so that aggregate number of votes cast on behalf of Condominium Association Members is equal in weight to the aggregate number of votes cast on behalf of Homeowners Association Members.

2. For so long as Declarant retains control of the Association, the presence of the Declarant alone shall constitute a quorum for holding a meeting of the Members of the Association since Declarant shall comprise the only Member entitled to vote pursuant to Article III above. Once control of the Association has been turned over to the Constituent Associations, the presence in person or by proxy of a duly authorized agent of all of the Members other than the Declarant shall constitute a quorum for holding a meeting of the Members of the Association; provided that if a quorum is not in attendance at a duly convened annual or special meeting of the Association, the Members represented at the meeting shall have the right to adjourn the meeting to a time not less than 48 hours from the time the original meeting was called. With respect to any meeting convened pursuant to such adjournment, the presence in person or by proxy of a duly authorized agent of all but one of the Members other than the Declarant shall constitute a quorum for holding a meeting of the Membership of the Association. The written votes of any duly authorized agent of a Member furnished at or prior to any duly called meeting at which meeting said agent is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the votes are cast.

3. Votes may be cast only in person or by a writing duly signed by the duly authorized agent of a Member or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the Members of the Association. Cumulative voting shall not be permitted.

4. A majority, except where otherwise provided herein, shall consist of more than 50% of the votes that may be cast by authorized agents of Members present in person or by proxy (or written vote, if applicable) at a given meeting of the Members of the Association.

Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth. Tie votes shall be decided by the President of the Association or such other officer of the Association as may preside over the meeting at which the vote is cast.

ARTICLE XII **MEETINGS**

1. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the authorized agents of the Members as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with this Declaration or the laws of the State of Michigan.

2. An annual meeting of the Members of the Association shall be held within each calendar year at such reasonable time and place as shall be determined by the Board of Directors; provided, however, that for as long as the Declarant retains control of the Association, the requirement for an annual meeting may be satisfied by the filing of a written consent by the Declarant with the Secretary of the Association identifying the Directors elected by the Declarant to manage the affairs of the Association. After control of the Association has been transferred to the Constituent Associations, the requirement for an annual meeting may be satisfied by the filing of written consents by each Constituent Association with the Secretary of the Association identifying the Directors elected by each Constituent Association as provided in Article XIII below; provided that any one of the Constituent Associations may require that an actual meeting of the authorized agents of the Members (or Constituent Associations) be convened. At the annual meetings, each Member shall identify the Directors elected by that Member in accordance with Article XIII below. The Members may also transact at annual meetings such other business of the Association as may properly come before them.

3. 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 more than one of the Members presented to the Secretary of the Association. 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.

4. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Member, at least 10 days but not more than 60 days prior to such meeting. The mailing, postage prepaid, of a notice to the authorized agent of each Member at the address shown in the resolution required to be filed with the Association by Article XI, paragraph 1 above shall be deemed notice served. Any Member may, by written waiver of notice signed by a duly authorized agent of such Member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

5. If any meeting of Members cannot be held because a quorum is not in attendance, the Members who are present may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called. The determination of whether a quorum is present shall be made in accordance with Article XI, paragraph 2 above.

6. The order of business at all meetings of the Members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) the identification of Directors elected by the respective Members pursuant to Article XIII below; (g) unfinished business; and (h) new business. Meetings of Members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this paragraph 6, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

7. Any action which may be taken at a meeting if the Members (except for the 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 paragraph 4 above for the giving of notice of meetings 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 and 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 approvals 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.

8. The transactions at any meeting of Members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy; and if, either before or after the meeting, each of the Members not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

9. Minutes or a similar record of the proceedings of meetings of Members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters 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 XIII
BOARD OF DIRECTORS

1. For so long as the Declarant retains control of the Association, the Declarant, as the sole voting Member of the Association, shall elect all of the members of the Board of Directors of the Association and said Board of Directors shall be comprised of such number of Directors as the Declarant deems necessary or reasonable in its sole discretion.

2. Four (4) months prior to the projected time for turning over control of the Association to the Constituent Associations, Declarant shall notify the Constituent Associations of the date upon which the Declarant expects to turn over control of the Association. During the four-month period after receipt of the aforesaid notice from the Declarant, each Constituent Association shall elect one (1) member of the Board of Directors of the Association. The entire membership of the Board of Directors shall be comprised of one Director elected by each Constituent Association. Each Member (or Constituent Association) shall notify the Association of the identity of the Director elected by it by filing a duly adopted resolution of the Constituent Association with the Secretary of the Association setting forth the name and address of the elected Director. After it turns control of the Association over to the Constituent Associations, the Declarant shall not have any further right to elect Directors of the Association.

3. The Directors elected by the Constituent Associations pursuant to paragraph 2 above shall continue to serve until the date of the second annual meeting to occur after they are elected unless they resign prior to that date or they are removed pursuant to paragraph 8 of this Article XIII. Upon receipt of notice of the aforesaid second annual meeting, each Constituent Association shall elect the Director it is entitled to elect pursuant to paragraph 2 of this Article and all such Directors shall serve for a period of two years or until successor Directors are elected, unless they first resign or are removed pursuant to paragraph 8 below.

4. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by this Declaration or required hereby to be exercised and done by the Members of the Association.

5. In addition to the foregoing duties imposed herein or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

(a) To manage and administer the affairs related to and to maintain the Common Facilities described in Article II, paragraph 1.

(b) To levy and collect the assessments described in Article IV above and to use the proceeds thereof for the purposes of the Association.

(c) To carry insurance and collect and allocate the proceeds thereof.

(d) To rebuild improvements after casualty

(e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Common Facilities and such other improvements as the Association may be required or authorized to operate or maintain:

(f) To acquire, maintain and improve; and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Condominium Unit or Lot and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of 75% of the votes that may be cast by all of the Members of the Association.

(h) To make rules and regulations in accordance with Article II, paragraph 4 above.

(i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Common Facilities described in Article II and to delegate to such committees any functions or responsibilities which are not by law or this Declaration required to be performed by the Board.

(j) To enforce the provisions of this Declaration.

6. The Board of Directors may employ for the Association a professional management agent (which may include the Declarant or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in paragraphs 4 and 5 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by this Declaration required to be performed by or have the approval of the Board of Directors or the Members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Declarant or any affiliate of Declarant, in which the maximum term is greater than three years or which is not terminable by the Association upon 90 days written notice thereof to the other party.

7. Vacancies in the Board of Directors which occur after Declarant has conveyed control of the Association to the Constituent Associations caused by any reason shall be filled by the appointment of a replacement Director by the board of directors of the Constituent Association represented by the former Director. The Constituent Association appointing the replacement Director shall notify the Association of the identity of the replacement Director by filing a duly adopted resolution of the Constituent Association with the Secretary of the Association setting forth the name and address of the replacement Director it has appointed.

Each person so appointed shall be a Director until a successor is elected as provided in paragraph 2 above. Vacancies among Directors elected by the Declarant shall be filled by the Declarant.

8. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of Members entitled to cast seventy-five percent (75%) or more of the votes that may be cast at such meeting. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting. Any Director that is removed by a vote of the Members shall be replaced pursuant to the procedure provided in paragraph 7 above. The Declarant may remove and replace any or all of the Directors selected by it at anytime or from time to time in its sole discretion.

9. The first meeting of a newly elected Board of Directors shall be held within 10 days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

10. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director personally, by mail, telephone or telegraph, at least 10 days prior to the date named for such meeting.

11. Special meetings of the Board of Directors may be called by the President on three days notice to each given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two Directors.

12. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

13. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon 24 hours prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

14. The actions of the any Board of Directors of the Association elected by the Declarant shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in this Declaration.

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

16. Notwithstanding any other provision in this Declaration, no Board of Directors of the Association shall commence any litigation against the Declarant unless and until commencement of the litigation has been approved by an affirmative vote of Members entitled to cast seventy-five (75%) percent or more of the votes that may be cast by all Members attained after a Special Meeting held specifically for the purpose of approving such action.

17. With respect to all matters acted upon by the Board of Directors, each Director shall have one vote. Each Director's vote shall have a weight ascribed to it such that the total number of votes cast by the Directors elected by Condominium Associations shall be equal in weight to the total number of votes cast by the Directors elected by Homeowners' Associations. (For example, if three Members are Condominium Associations and two members are Homeowners' Associations, the weight assigned to the vote of each Condominium Association elected Director shall be one (1) and the weight assigned to the vote of each Homeowners' Association elected Director shall be one and one-half (1.5). Tie votes shall be decided by the President of the Association, or in the absence of the President, by the next highest ranking officer of the Association as may preside over the meeting at which the vote is cast.

ARTICLE XIV **OFFICERS**

1. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices except that of President and Vice President may be held by one person and specific limitations apply to the offices of President and Vice President as set forth below.

(a) The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He 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 as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association. No person shall serve as President for more than two consecutive years and the office of President shall rotate between Directors elected by Condominium Associations and Directors elected by Homeowners Associations so that a President that is a Director from one type

of Constituent Association is succeeded as President by a Director of the other type of Constituent Association.

(b) The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors. The office of Vice President shall be held by a Director elected by a Condominium Association if the office of President is then held by a Director elected by a Homeowners Association and vice versa.

(c) 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; he shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

(d) The Treasurer shall have responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit 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.

2. 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.

3. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called 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.

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

ARTICLE XV

SEAL

The Association may (but need not) have a seal. If the Board determines that the Association shall have a seal, then it shall have inscribed thereon the name of the Association, the words "corporate seal", and "Michigan".

ARTICLE XVI
FINANCE

1. The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses of the Common Facilities any other expenses incurred by or on behalf of the Association. Such accounts and all other Association records shall be open for inspection by the Members and Owners and the mortgagees of Owners during reasonable working hours. The Association shall prepare and distribute to each Member and Owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Condominium Unit or Lot shall be entitled to receive a copy of such annual audited financial statement within 90 days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration.

2. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

3. Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. 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 or their current statutory successors and may also be invested in interest bearing obligations of the United States Government.

ARTICLE XVII
INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement, incurred by or imposed upon him in connection with any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Directors or officer at the time such expenses are incurred, except as otherwise prohibited by law; 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 of 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 days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Members and Owners thereof. Further, the Board of Directors is authorized to carry officers' and directors liability insurance covering acts of the officers and Directors of the Association in such amounts as it shall deem appropriate.

ARTICLE XVIII **REMEDIES FOR DEFAULT**

Any default by an Owner or other Person shall entitle the Association or another Owner or Owners to the following relief; provided that the provisions of Article XIX shall supersede the provisions of this Article XVIII with respect to disputes between or among Members of the Association:

1. Failure to comply with any of the terms or provisions of this Declaration shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Owner or Owners.

2. In any proceeding arising because of an alleged default by any Owner or Occupant, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Owner or Occupant be entitled to recover such attorney's fees.

3. The violation of any of the provisions of this Declaration shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Facilities Elements or any part of the Central Park Community (but not into the interior of any dwelling or related garage), where reasonably necessary, and summarily remove and abate, at the expense of the Owner, Occupant or party in violation, any structure, thing or condition existing or maintained contrary to the provisions of this Declaration. The Association shall have no liability to any party arising out of the exercise of its removal and abatement power authorized herein.

4. The Association shall have the right to impose fines upon the responsible party, including Owners and Occupants, for violations of any of the provisions of this Declaration; provided that any such fines shall only be imposed in accordance with procedures (including a schedule of fines) duly adopted by the Board of Directors and distributed to all Owners and Members at least twenty (20) days prior to the imposition of such fines.

5. The failure of the Association or of any Owner to enforce any right, provision, covenant or condition which may be granted by this Declaration shall not constitute a waiver of the right of the Association or of any such Owner to enforce such right, provision, covenant or condition in the future.

6. All rights, remedies and privileges granted to the Association or any Owner or Owners pursuant to this Declaration shall be deemed to be cumulative and the exercise of any one or more of them shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

7. An Owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of this Declaration, including paragraph 8 below. An Owner may maintain an action against any other Owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of this Declaration.

8. With respect to the obligations imposed upon Constituent Associations for the maintenance, repair and replacement of certain improvements such as the portions of the pedestrian path network described above in Article VI, paragraph 8 above and the drainage facilities and detention ponds described in Article VI, paragraph 9 above, if a Constituent Association fails to perform any one or more of those obligations to the detriment of any development other than the development administered by the defaulting Constituent Association, the Association (but not any Owner or Owners) shall have the right to enter upon the development administered by the defaulting Constituent Association or such easement area as may have been established for the benefit of that development for the purpose of performing the maintenance, repair or replacement obligation that the defaulting Constituent Association has failed to perform. The Association and its contractors shall have a temporary easement for access to the facility or improvement in need of maintenance, repair or replacement and the land adjacent to the facility or improvement to the extent required to perform the work. The Association shall be entitled to charge a reasonable amount in addition to the cost of the work for administrative costs; provided that such amount shall not exceed ten (10%) percent of the cost of the work and further provided that the Association shall not exercise this remedy without first providing written notice to the Constituent Association of the condition that must be corrected and a reasonable time to correct the condition. The Association shall have the right to determine how much time is reasonably required to correct a condition, provided that in no event shall the time provided be less than fifteen (15) days.

ARTICLE XIX

RESOLUTION OF DISPUTES

1. All parties acquiring an interest in the Subdivisions and Condominiums developed within the Central Park Community, as a condition of acquiring such interest, stipulate and agree that all questions, disputes or controversies arising between or among the Members of the Association shall be resolved exclusively in accordance with the following procedures:

First: The dispute will be submitted to mediation, with a single mediator to be jointly selected by the Constituent Associations that are in dispute. If the two sides cannot mutually agree on the selection of a single mediator within ten (10) days, each shall select one mediator; the two mediators will jointly select a third mediator who will mediate the dispute. The cost of mediation will be Shared equally by each side to the dispute.

If the dispute is not resolved through mediation within sixty (60) days, the dispute will be submitted to binding arbitration to be conducted in Wayne County, Michigan in accordance with the rules of the American Arbitration Association. The parties to the dispute shall have ten days to reach unanimous consensus on a single arbitrator to resolve the dispute or controversy. If they cannot so agree, then each shall appoint one arbitrator and the two arbitrators so appointed shall select a third arbitrator within the following ten day period; the three arbitrators so selected shall act as a panel to consider and resolve the dispute or controversy. If the two arbitrators appointed cannot agree on a third arbitrator, then the American Arbitration Association shall choose a third arbitrator. The decision of the sole arbitrator, or (if there shall be three arbitrators) of two of the three arbitrators, shall be final and binding on this Association and the disputing Member or Members. Unless otherwise agreed by the parties to such arbitration, all hearings shall be held by, and all written submissions shall be made to, the arbitrator or arbitrators within thirty (30) days following appointment of the arbitrator or arbitrators. The decision of the arbitrator or arbitrators shall be made within thirty (30) days following the later of the date of the last hearing or the date of the final submission by the parties to such arbitration. Any award or decision of the arbitrator or arbitrators may be enforced in any court of competent jurisdiction. The parties to the dispute shall each bear an equal share of the fees of the arbitrator or arbitrators, but shall bear their own respective expenses in connection with any arbitration pursuant hereto.

2. It is the express intent of the Declarant and this document that no lawsuits or other court proceedings be instituted or prosecuted by the Constituent Associations against one another or against the Declarant with regard to issues pertaining to the Association or the Central Park Community. The Constituent Associations and their members hereby expressly waive their rights to institute or prosecute any lawsuits or other court proceedings against the Declarant or the other Constituent Associations with regard to issues pertaining to the Association or the Central Park Community.

ARTICLE XX EXPANSION OF THE CENTRAL PARK COMMUNITY

Declarant reserves the right to unilaterally amend this Declaration to revise the legal description of the Central Park Community (and thus the land subject to the terms, conditions and restrictions set forth herein) to include any and all portions of the land included in the Central Park Approved Planned Development, said land being described in Exhibit "E". Declarant may amend this Declaration any number of times to add portions of the Central Park Approved Planned Development to the Central Park Community. The only limitation on Declarant's right to add said land to the Central Park Community is that Declarant's right to add land shall expire on May 26, 2004, or such later date as may be provided for the completion of the Central Park Approved Planned Development by amendment of the PDD Agreement between Declarant and the Township. If required by the Township, Declarant shall have the right to include the land referred to in Exhibit "E" as the "Denton Road Parcel" in the Central Park Community; provided that the owners of such lots as may be established within that area shall then be entitled to use the Subdivision Recreation Facilities described above (but not the Condominium Recreation Facilities) and such lots shall also be subject to the assessments imposed to support those facilities and such other assessments as may be deemed equitable by Declarant.

IN WITNESS WHEREOF, Declarant has duly executed this Declaration of Covenants, Conditions and Restrictions on the date first above set forth.

WITNESSES:

THE SELECTIVE GROUP, INC., a Michigan corporation

George W. Day
George W. Day

By: W.T.S.
William T. Stapleton
Its: President

Christine A. Wissbrun
Christine A. Wissbrun

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 18th day of June, 1999, by William T. Stapleton, President of The Selective Group, Inc., a Michigan corporation, on behalf of the corporation.

Christine A. Wissbrun
NOTARY PUBLIC
County of _____, State of Michigan
My Commission Expires: _____

THIS INSTRUMENT DRAFTED BY
AND WHEN RECORDED, RETURN TO:



Dean J. Gould, Esq.
George W. Day, Esq.
Jackier, Gould, Bean, Upfal & Eizelman
Second Floor
121 West Long Lake Road
Bloomfield Hills, MI 48304-2719

GWD\condos\central\mstrasso.dec
June 18, 1999

EXHIBIT "A"
LEGAL DESCRIPTION

Land in the Charter Township of Canton, Wayne County, Michigan, more particularly described as:

A part of the Southeast 1/4 of Section 20 and the Southwest 1/4 of Section 20, Town 2 South, Range 8 East, Canton Township, Wayne County, Michigan; being more particularly described as commencing at the Southeast Corner of said Section 20; thence North 00°09'26" East, 303.54 feet, along the East line of said Section 20, and the centerline of Beck Road, and the Westerly line of "Pheasant View Sub'n.", as recorded in Liber 108 of Plats, on Pages 90, 91, 92, and 93, Wayne County Records; thence North 89°50'34" West, 152.67 feet; thence 90.72 feet along a curve to the right, said curve having a radius of 1045.00 feet, a central angle of 04°58'25", and a chord bearing and distance of North 87°21'22" West, 90.69 feet; thence North 84°52'09" West, 276.00 feet; thence North 05°07'51" East, 360.55 feet; thence 37.00 feet along a curve to the left, said curve having a radius of 295.00 feet, a central angle of 07°11'11", and a chord bearing and distance of North 01°32'15" East, 36.98 feet, to the POINT OF BEGINNING; thence South 86°29'14" West, 1001.60 feet; thence South 63°16'36" West, 825.91 feet; thence North 77°18'59" West, 384.42 feet; thence North 34°18'48" West, 347.92 feet; thence North 14°15'05" West, 416.47 feet; thence North 00°22'09" West, 273.59 feet; thence 245.80 feet along a curve to the left, said curve having a radius of 364.84 feet, a central angle of 38°36'02", and a chord bearing and distance of South 71°04'08" East, 241.17 feet; thence North 89°37'51" East, 1228.58 feet; thence 113.27 feet along a curve to the right, said curve having a radius of 295.00 feet, a central angle of 22°00'00", and a chord bearing and distance of South 79°22'09" East, 112.58 feet; thence South 68°22'09" East, 709.43 feet; thence 341.43 feet along a curve to the right, said curve having a radius of 295.00 feet, a central angle of 66°18'49", and a chord bearing and distance of South 35°12'45" East, 322.69 feet, to the point of beginning. All of the above containing 35.199 Acres

and

A part of the Southeast 1/4 of Section 20 and the Southwest 1/4 of Section 20 and the Northwest 1/4 of Section 20, Town 2 South, Range 8 East, Canton Township, Wayne County, Michigan; being more particularly described as commencing at the Southeast Corner of said Section 20; thence North 00°09'26" East, 303.54 feet, along the East line of said Section 20, and the centerline of Beck Road, and the Westerly line of "Pheasant View Sub'n.", as recorded in Liber 108 of Plats, on Pages 90, 91, 92 and 93, Wayne County Records; thence North 89°50'34" West, 60.00 feet, to the Westerly right-of-way of said Beck Road, and the POINT OF BEGINNING; thence continuing North 89°50'34" West, 92.67 feet; thence 90.72 feet along a curve to the right, said curve having a radius of 1045.00 feet, a central angle of 04°58'25", and a chord bearing and distance of North 87°21'22" West, 90.69 feet; thence North 84°52'09" West, 276.00 feet; thence North 05°07'51" East, 360.55 feet; thence 378.43 feet along a curve to the left, said curve having a radius of 295.00 feet, a central angle of 73°30'00", and a chord bearing and distance of North 31°37'09" West, 353.01 feet; thence North 68°22'09" West, 709.43 feet; thence 113.27 feet along a curve to the left, said curve having a radius of 295.00 feet, a central angle of 22°00'00", and a chord bearing and distance of North 79°22'09" West, 112.58 feet; thence South 89°37'51" West, 1228.58 feet; thence 0.11 feet along a curve to the right, said curve having a radius of 364.84 feet, a central angle of 00°01'00", and a chord bearing and distance of South 89°38'21" West, 0.11 feet; thence 502.49 feet along a curve to the right, said curve having a radius of 364.84 feet, a central angle of 78°54'45", and a chord bearing and distance of North 50°53'47" West, 463.71 feet; thence North 11°26'24" West, 51.08 feet; thence 178.79 feet along a curve to the left, said curve having a radius of 295.00 feet, a central angle of 34°43'28", and a chord bearing and distance of North 28°48'08" West, 176.06 feet; thence South 43°50'08" West, 155.29 feet; thence North 61°04'52" West, 639.44 feet; thence North 79°06'48" West, 172.19 feet; thence South 88°05'22" West, 297.30 feet; thence South 65°09'15" West, 150.85 feet; thence North 57°32'19" West, 160.00 feet; thence 45.47 feet along a curve to the left, said curve having a radius of 295.00 feet, a central

Exhibit "A" continued -

angle of $08^{\circ}49'50''$, and a chord bearing and distance of South $28^{\circ}02'46''$ West, 45.42 feet; thence South $23^{\circ}37'51''$ West, 503.62 feet; thence 538.07 feet along a curve to the right, said curve having a radius of 470.00 feet, a central angle of $65^{\circ}35'39''$, and a chord bearing and distance of South $56^{\circ}25'41''$ West, 509.17 feet; thence South $89^{\circ}13'30''$ West, 163.54 feet, to the West line of said Section 20 and the centerline of Denton Road; thence North $00^{\circ}23'05''$ West, 90.00 feet, along the West line of said Section 20 and the centerline of said Denton Road; thence North $89^{\circ}13'30''$ East, 172.01 feet; thence 457.93 feet along a curve to the left, said curve having a radius of 400.00 feet, a central angle of $65^{\circ}35'39''$, and a chord bearing and distance of North $56^{\circ}25'41''$ East, 433.33 feet; thence North $23^{\circ}37'51''$ East, 481.65 feet; thence North $59^{\circ}34'26''$ West, 245.61 feet; thence South $17^{\circ}30'29''$ West, 89.99 feet; thence South $75^{\circ}43'51''$ West, 165.97 feet; thence North $86^{\circ}19'52''$ West, 127.15 feet; thence North $43^{\circ}40'42''$ West, 137.27 feet; thence South $89^{\circ}36'55''$ West, 110.00 feet, to the West line of said Section 20 and the centerline of said Denton Road; thence North $00^{\circ}23'05''$ West, 489.68 feet, along the West line of said Section 20 and the centerline of said Denton Road, to the West 1/4 Corner of said Section 20; thence North $00^{\circ}16'17''$ West, 1320.36 feet, along the West line of said Section 20 and the centerline of said Denton Road; thence North $89^{\circ}30'07''$ East, 2675.65 feet, to the North and South 1/4 line of said Section 20, and a boundary corner of "Fairways West Sub'n No. 2", as recorded in Liber 112 of Plats, on Pages 56 through 68, inclusive, Wayne County Records; thence South $00^{\circ}16'45''$ East, 1323.94 feet, along the North and South 1/4 line of said Section 20, and the Westerly boundary of said "Fairways West Sub'n No. 2" (recorded as N $00^{\circ}15'54''$ W, 1323.80 feet), to the Center of said Section 20; thence South $00^{\circ}11'45''$ East, 1305.77 feet, along the North and South 1/4 line of said Section 20, and the Westerly boundary of said "Fairways West Sub'n No. 2", and the Westerly boundary of "Fairways West Sub'n No. 1", as recorded in Liber 111 of Plats, on Pages 18 through 31, inclusive, Wayne County Records (recorded as N $00^{\circ}10'33''$ W, 1305.79 feet), to the Southwest corner of said "Fairways West Sub'n No. 1", and the centerline of Proctor Road; thence North $89^{\circ}37'51''$ East, 1386.16 feet, along the centerline of said Proctor Road, and the Southerly boundary of said "Fairways West Sub'n No. 1" (recorded as S $89^{\circ}38'16''$ W); thence South $68^{\circ}22'09''$ East, 686.95 feet; thence 468.23 feet along a curve to the right, said curve having a radius of 365.00 feet, a central angle of $73^{\circ}30'00''$, and a chord bearing and distance of South $31^{\circ}37'09''$ East, 436.78 feet; thence South $05^{\circ}07'51''$ West, 270.55 feet; thence South $84^{\circ}52'09''$ East, 206.00 feet; thence 82.90 feet along a curve to the left, said curve having a radius of 955.00 feet, a central angle of $04^{\circ}58'25''$, and a chord bearing and distance of South $87^{\circ}21'22''$ East, 82.88 feet; thence South $89^{\circ}50'34''$ East, 92.67 feet, to the Westerly right-of-way of said Beck Road; thence South $00^{\circ}09'26''$ West, 90.00 feet, along the Westerly right-of-way of said Beck Road, to the point of beginning. All of the above containing 133.368 Acres. All of the above being subject to the rights of the public in Proctor Road and Denton Road.

CENTRAL PARK ESTATES SUBDIVISION NO. 1

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

This Declaration of Covenants, Conditions and Restrictions is made this _____ day of _____, 1999, by **PULTE LAND DEVELOPMENT CORPORATION**, a Michigan corporation, whose address is 26622 Woodward Avenue, Suite 204, Royal Oak, Michigan 48067 (hereinafter sometimes referred to as "Developer").

R E C I T A L S :

A. Developer is the owner of certain real property located in Canton Township, County of Wayne, State of Michigan, which is described on Exhibit A attached hereto and made a part hereof.

B. Developer desires to develop said property as a single family residential subdivision in phases pursuant to one or more subdivision plats recorded by Developer. The phases are intended to be part of an overall development known as Central Park Planned Development.

C. Developer desires to: promote the proper use and appropriate development and improvement of the above-referenced property; protect the owners of the property against improper use of surrounding lots as may depreciate the value of the property; guard against the construction of buildings with improper or unsuitable materials; promote adequate and reasonable development of said property; encourage the construction of attractive improvements thereon and establish appropriate locations thereof to secure and maintain proper setbacks from the streets and adequate free spaces between structures; promote high standards of maintenance and operation of community facilities, open areas and services for the benefit and convenience of all owners of the property and all residents; and, in general, provide for a residential subdivision of the highest quality and character.

NOW, THEREFORE, Developer hereby declares that the real property described on Exhibit A attached hereto is, and any parcels and/or lots into which said property may be divided is, and shall be, held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations and grants hereinafter set forth, together with such other conditions, covenants, restrictions, reservations and grants which are hereafter recorded with respect to said property; all of which conditions, covenants, restrictions, reservations and grants are for the benefit of and shall run with and bind the property and all parties having any right, title or interest in the property or any part thereof, or improvements thereon, as well as their heirs, successors and assigns.

ARTICLE I
DEFINITIONS

Section 1.01 "Association" shall mean Central Park Homeowners Association, a Michigan non-profit corporation to be formed by Developer for the purposes described herein, and its successors and assigns.

Section 1.02 "Common Areas" shall mean those portions of the Subdivision for the common use and enjoyment of the Owners, which are designated on the recorded plat with respect to the Subdivision or as otherwise referenced in this Declaration, as Parks, Entrance Way, Landscaping and Perimeter Improvements, Storm Drainage Facilities, and any improvements constructed within the foregoing areas, including without limitation, any Irrigation Improvements.

Section 1.03 "Entrance Way, Landscaping and Perimeter Improvements" shall mean any entrance way monuments, landscaping and related improvements, and any perimeter landscaping or fencing installed by Developer within the Subdivision.

Section 1.04 "Developer" shall mean Pulte Land Development Corporation, a Michigan corporation, its successors and assigns.

Section 1.05 "Irrigation Improvements" shall mean any irrigation systems and related facilities, including meters and back flow protectors, that may be installed by Developer in the Parks, Entrance Way, Landscaping and Perimeter Improvements and/or elsewhere within the Subdivision.

Section 1.06 "Lot" shall mean each unit of land designated for residential use and the construction thereon of a single family dwelling unit, as identified on the recorded plat(s) with respect to the Subdivision.

Section 1.07 "Member" shall mean a member of the Central Park Homeowners Association.

Section 1.08 "Owner" shall mean the holder or holders of the record fee simple title to, and/or the land contract purchaser of, a Lot, whether one or more persons or entities. The term "Owner" shall not include any mortgagee or any other person or entity having an interest in a Lot merely as security for the performance of an obligation, unless and until such mortgagee or other person or entity shall have acquired fee simple title to such Lot by foreclosure or other proceeding or conveyance in lieu of foreclosure. If more than one person or entity owns fee simple title to a Lot, or in the event any Lot is subject to a land contract, then the interests of all such persons or entities, and the interest of the land contract seller and purchaser, collectively shall be that of one Owner.

Section 1.09 "Parks" shall mean all private parks which are located within the Subdivision as shown on the recorded plat(s) with respect to the Subdivision.

Section 1.10 "Property" shall mean that certain real property described on Exhibit A attached hereto and previously made a part hereof, as the same may be amended.

Section 1.11 "Storm Drainage Facilities" shall mean all storm drainage facilities located on the Property, including but not limited to the storm water detention basins located within the Parks and within the easement areas or land to be conveyed to the Township for use as a golf course (regardless of whether that conveyance actually occurs or not), any storm sewer lines, manhole covers, and storm drainage grates, as more fully described in the Storm Drainage Facilities Maintenance Agreement.

Section 1.12 "Storm Drainage Facilities Maintenance Agreement" shall mean the Agreement for Maintenance of Storm Drainage Facilities between the Township and Developer and recorded in the Wayne County Records.

Section 1.13 "Subdivision" shall mean the single family residential subdivision known as Central Park pursuant to the plat(s) recorded by Developer with respect to the Property.

Section 1.14 "Subdivision Landscaping Maintenance Agreement" shall mean the Agreement for Maintenance of Subdivision Landscaping between the Township and Developer and recorded in the Wayne County Records.

Section 1.15 "Township" shall mean the Charter Township of Canton, a Michigan municipal corporation.

Section 1.16 "Wetlands" shall mean those portions of the Property , if any, which are designated as wetlands on the recorded plat(s) for the Subdivision and/or which are designated as such by any governmental unit or agency having jurisdiction over the Property.

Section 1.17 "Central Park Community Association" shall mean the Central park Community Association, a Michigan non-profit corporation established pursuant to that certain Declaration of Covenants, Conditions and Restrictions dated June 18, 1999, as amended by the Amendment to Declaration of Covenants, Conditions and Restrictions dated as of that date, both of which have been recorded with the Wayne County Register of Deeds and affect and encumber the Property (together the "Master Declaration").

Section 1.18 "Master Declaration" the Master Declaration as defined in Section 1.17, above.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

The Property which is subject to and which shall be held, transferred, sold, conveyed and occupied pursuant to this Declaration is more particularly described on Exhibit A attached hereto as the same may be amended.

ARTICLE III HOMEOWNERS ASSOCIATION

Section 3.01 Creation and Purposes. Developer shall form a non-profit corporation in accordance with the Michigan Non-Profit Corporation Act, Act No. 162 of the Public Acts of 1982, which shall be known as the Central Park Homeowners Association or such other name as may be designated by Developer. The Association and its Members shall have those rights and obligations which are set forth in this Declaration and in the Articles of Incorporation and By-Laws of the Association. The purposes of the Association shall be to maintain the Common Areas for the common use of all residents and Owners, and to arrange for the provision of services and facilities of common benefit, and in general to maintain and promote the desired character of the Subdivision.

Section 3.02 Membership. Developer and every Owner shall be a Member of the Association. Every Owner shall become a Member commencing on the date on which said Owner is conveyed fee simple title to a Lot or, if applicable, the date on which a land contract purchaser enters

into a land contract to purchase a Lot. All membership rights and obligations shall be appurtenant to and may not be separated from the ownership of any Lot.

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

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

(b) Developer shall be a Class B Member. In order to assure the orderly development and maintenance of the Property and the Common Areas, the Class B Member shall be entitled to three (3) votes for each Lot owned by Developer as shown on the final preliminary plat for the Subdivision as approved by the Township Board. Class B membership shall terminate as to any Lots owned by Developer at the time any such Lot is sold and conveyed to an Owner other than Developer, which Owner shall thereafter be a Class A Member.

Section 3.04 Articles and By-Laws. The Association shall be organized, governed and operated in accordance with its Articles of Incorporation and By-Laws, which shall be consistent with the provisions and purposes of this Declaration. In the event there exists any conflict between the provisions contained within the Association's Articles of Incorporation and By-Laws and the provisions contained within this Declaration, the provisions of this Declaration shall control.

Section 3.05 Directors. The right to manage the affairs of the Association shall be exclusively vested in the Association's Board of Directors. The Developer or its designated representative shall be the sole Director of the Association until such time as one hundred (100%) percent of the Lots within all phases of the Subdivision have been sold and conveyed by Developer, or until such earlier time as Developer may elect, in its discretion. Thereafter, the Board of Directors shall be elected by the Members of the Association in accordance with the provisions of the Articles of Incorporation and By-Laws of the Association.

ARTICLE IV COMMON AREAS

Section 4.01 Right of Members to Use Parks. Each Member of the Association shall have the right and non-exclusive easement to use the Parks for the purposes provided herein. Such right and easement shall be appurtenant to, and shall pass with the title to, every Lot. The Association shall be responsible for the maintenance, repair and upkeep of the Parks and any Irrigation Improvements located therein, subject to the ordinances, rules and regulations of the Township and the provisions of this Declaration and the Subdivision Landscaping Maintenance Agreement and any amendments thereto. The Parks shall be retained as open space areas and shall be used solely for storm water detention and open space purposes, and no dwellings shall be erected thereon. There

shall be no activity within any Wetlands except as permitted by applicable statutes, ordinances, rules and regulations of those governmental units having jurisdiction. The Association shall have the right to establish rules and regulations as the Board of Directors may be deemed necessary or desirable for the safe, orderly and convenient operation and use of the Parks and any improvements, equipment or facilities located thereon.

Section 4.02 Storm Drainage Facilities. The Association shall be responsible for the maintenance and repair of the Storm Drainage Facilities, (including but not limited to those facilities constructed within the easement areas on land adjacent to the Property that is to be conveyed to the Township for development as a golf course whether or not that conveyance takes place and whether or not the development of the golf course occurs) to the extent those facilities are not otherwise maintained, in accordance with the ordinances, rules and regulations of any governmental entities having jurisdiction over the Storm Drainage Facilities, this Declaration and the Storm Drainage Facilities Maintenance Agreement and/or any other maintenance agreements entered into between Developer and any governmental entity with respect to the maintenance, upkeep and repair of the Storm Drainage Facilities. The storm water detention basins located within the Parks shall be used only for storm water detention and open space purposes. No improvements or structures shall be installed within the storm water detention basin, other than improvements and structures which are necessary for the proper functioning of the storm water detention basin. The Association shall have the right to establish additional rules and regulations with respect to the preservation and upkeep of the Storm Drainage Facilities as the Board of Directors may deem necessary or desirable to insure the continued proper operation of the Storm Drainage Facilities.

Section 4.03 Boulevard Islands. With the consent and approval of any governmental agencies having jurisdiction over the streets and rights-of-ways within the Subdivision, the Association shall be responsible for the maintenance, repair and replacement of any landscaping and/or irrigation improvements installed by Developer within the boulevard and/or cul de sac islands located within the roads within the Subdivision, in accordance with the ordinances, rules and regulations of such governmental agencies having jurisdiction over the streets and rights-of-ways within the Subdivision and subject to this Declaration, the Subdivision Landscaping Maintenance Agreement and any other maintenance agreements entered into by Developer and any governmental entity having jurisdiction.

Section 4.04 Entrance Way, Landscaping and Perimeter Improvements. The Association shall be responsible for the maintenance, repair and upkeep of all Entrance Way, Landscaping and Perimeter Improvements installed by Developer within the Subdivision and all Irrigation Improvements located therein. The Association shall have the right to establish rules and regulations as the Board of Directors may deem necessary or desirable for the maintenance, upkeep and beautification of all such improvements in order to insure an aesthetically pleasing appearance for the benefit of all Owners within the Subdivision.

Section 4.05 Title to Common Areas. At such time as the Association has been formed and organized, Developer may, in its discretion, convey to the Association title to the Common Areas. In any event, Developer shall convey to the Association title to the Common Areas at or before such time as Developer conveys to an Owner the last Lot within the last phase of the Subdivision in which Developer holds a fee title interest. The conveyance of the Common Areas shall be subject to any easements reserved, dedicated or granted by Developer, this Declaration, the Storm Drainage Facilities Maintenance Agreement, the Subdivision Landscaping Maintenance Easement Agreement, and any open space maintenance agreements or other maintenance and/or easement agreements entered into with the Township or other governmental entity prior to the date of conveyance.

Section 4.06 Storm Drainage Facilities Maintenance Agreement. Developer and the Township have entered into the Storm Drainage Facilities Maintenance Agreement, which is incorporated herein by reference. Upon the recording of this Declaration, the Association will be committed to (i) the perpetual maintenance, operation, improvement, and repair and replacement of the Storm Drainage Facilities; (ii) the payment of all costs and expenses in connection with the maintenance, operation, improvement, repair and replacement of the Storm Drainage Facilities; (iii) obtain insurance in the types and amounts required in the Storm Drainage Facilities Maintenance Agreement; and (iv) the duty to levy appropriate and sufficient assessments (both annual and special) to defray such costs and expenses.

Section 4.07 Subdivision Landscaping Maintenance Agreement. Developer and the Township have entered into the Subdivision Landscaping Maintenance Agreement, which is incorporated herein by reference. Upon the recording of this Declaration the Association shall be committed to (i) the perpetual maintenance, operation, improvement, repair and replacement of the Common Areas; (ii) the payment of all costs and expenses in connection with the maintenance, operation, improvement, repair and replacement of the Common Areas; (iii) obtain insurance in the types and amounts required in the Subdivision Landscaping Maintenance Agreement; and (iv) the duty to levy appropriate and sufficient assessments (both annual and special) to defray such costs and expenses.

Section 4.08 Action by the Township. In the event the Association fails at any time to maintain the Common Areas in reasonable order and condition, the Township may serve written notice upon the Association setting forth the manner in which the Association has failed to maintain the Common Areas in reasonable order and condition, or has failed to perform its obligations under the Storm Drainage Facilities Maintenance Agreement and/or Subdivision Landscaping Maintenance Agreement, and such notice shall include a demand that deficiencies of maintenance be cured within thirty (30) days of the notice. If the deficiencies set forth in the original notice, or any modification thereof, are not cured within such thirty (30) day period or any extension thereof, the Township in order to prevent the Common Areas from becoming a nuisance, may, but is not obligated to, enter upon the Common Areas and perform the required maintenance to cure the deficiencies. The Township's cost to perform any such maintenance shall be assessed equally against each Lot and collected in the same manner as general property taxes, including the provisions under state and local law for payments of interest, penalty and foreclosure.

ARTICLE V COVENANTS FOR MAINTENANCE AND CAPITAL CHARGES

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

- (a) annual assessments to meet regular Association expenses, which shall include such assessments necessary for the Association to perform its maintenance obligations under Article IV above and as may be necessary to maintain any easement referenced in this Declaration; and
- (b) special assessments for capital improvements, to be established and collected as set forth below; and

(c) Annual and special assessments to meet the Association's obligations as a member of the Central Park Community Association pursuant to the Master Declaration, which includes such assessments as are necessary for the Central park Community Association to perform its maintenance obligations of the entryway landscaping, signage and sprinkler irrigation systems, the primary connector road and common open space, under the terms and provisions of the Master Declaration.

(d) special assessments for the maintenance of Owners' premises, to be established and collected as set forth below; and

(e) all other assessments for taxes, levies, assessments or other charges lawfully imposed or charged to the Association with respect to the Common Areas.

The foregoing assessments, together with such interest thereon and costs of collection thereof (including court costs and reasonable attorneys' fees) which are described below, shall be a lien on the Lot against which they are made and all improvements thereon. Each such assessment, together with interest thereon, and the costs of collection thereof, in addition to constituting a lien on such Lot and improvements, shall also constitute a joint and several personal obligation of the person or persons who was/were the Owner(s) of the Lot on the date the assessment was established.

Section 5.02 Purpose of Annual Assessments. The Association shall use the annual assessments levied under this Article V for the purpose of: (i) promoting the recreation, health, welfare and safety of the residents of the Subdivision; (ii) improving, landscaping and maintaining the Common Areas and any Irrigation Improvements located therein; (iii) maintaining and repairing the Storm Drainage Facilities; (iv) providing services and facilities for the benefit of residents of the Subdivision; (v) maintaining, beautifying and improving the streets, walkways, rights-of-way, entrance ways and other common improvements within the Subdivision; (vi) discharging any taxes, insurance premiums and mortgage installments relating to the Common Areas and improvements thereon; and (vii) discharging the Association's obligations as a member of the Central Park Community Association, pursuant to the Master Declaration.

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

(a) The Board of Directors of the Association shall levy against each Lot an assessment, based upon the projected costs, expenses and obligations of the Association for the ensuing fiscal year, which assessment shall be a specified amount per Lot. In the event the actual costs, expenses and obligations of the Association exceed the amount projected, the Board of Directors of the Association shall have the right to levy against each Lot such additional assessments as may be necessary to defray such costs, expenses and obligations.

(b) For the first year in which the Association is formed, the annual assessment shall be Three Hundred (\$300.00) Dollars per Lot. The Board may, at its discretion, raise the annual assessment to Four Hundred Fifty (\$450.00) Dollars after said first year. Within thirty (30) days following the beginning of each fiscal year of the Association thereafter, the Board of Directors shall send a written notice of assessment to each Owner stating the amount of the assessment established by the Board of Directors for the ensuing year. Any annual assessment may not be increased by an amount in excess of twenty-five (25%) percent of the annual assessment for the preceding year without the affirmative vote of sixty (60%) percent of the total combined Class A and Class B votes, cast in person or by proxy at a meeting of Association Members called for such purpose. The quorum

requirements for such meeting shall be the same as those specified in Section 5.04 below. Each Owner shall pay said assessment within thirty (30) days from the date said written statement is mailed. Assessments not paid within said thirty (30) day period shall be deemed delinquent and interest shall accrue on delinquent assessments at the interest rate established by resolution of the Association's Board of Directors, which interest rate shall not exceed the highest rate allowed by law.

(c) Any Owner who acquires a Lot from Developer or from a person or entity exempt from the payment of assessments under Section 5.07 below, shall pay to the Association, on the date said Lot is conveyed to the Owner an amount equal to the prorated balance of any annual assessment and special assessment, if any, established for the then current assessment period, based upon the number of days remaining in the then current assessment period from the date of conveyance. For each fiscal year thereafter, such Owner shall be liable for any and all assessments levied in accordance with this Article V.

(d) The fiscal year of the Association shall be established in the manner set forth in the Association's By-Laws.

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

Section 5.04 Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 5.03 above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any improvements on the Common Areas, (including the Association's obligation as a member of the Central Park Community Association, pursuant to the Master Declaration) including any fixtures, equipment and other personal property relating thereto provided, however, that no such special assessment shall be levied unless first approved by sixty (60%) percent of the total combined Class A and Class B votes, cast in person or by proxy at a meeting of the Association Members duly called for such purpose. Written notice of such meeting shall be sent to all Members at least thirty (30) days in advance of the meeting, which notice shall set forth the purpose of the meeting. Any such special assessments shall be due and payable according to the terms and conditions and in the manner specified in the resolution of the Association. Any special assessment not paid when due shall be deemed delinquent and interest shall accrue on such delinquent assessment at the interest rate established by resolution of the Association's Board of Directors, which interest rate shall not exceed the highest rate allowed by law. The quorum required for the first meeting called for the purpose of voting on a special assessment shall be at least ninety (90%) percent of all the then authorized votes present, either in person or by proxy. If the required quorum is not present at the first meeting called for the purpose of considering the special assessment, another meeting may be called for said purpose, with notice thereof to be given as provided for in this Section 5.04 and the required quorum at any such subsequent meeting shall be reduced to sixty (60%) percent of all then authorized votes present, provided that such second meeting is held within sixty (60) days from the date of the first meeting.

Section 5.05 Uniform Assessment Rate; Assessments Against Specific Properties.

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

(b) In addition to the assessments otherwise authorized in this Article V, the Association may levy a special assessment against one or more specific Lots, for the purpose of maintaining and caring for the surface thereof and any plantings, landscaping or other vegetation

located thereon. A special assessment for such purposes shall not be levied except in compliance with the following procedures:

(i) The Association shall determine that the appearance of a Lot, or a portion thereof, significantly detracts from the appearance and attractiveness of the remainder of the Subdivision or otherwise constitutes a violation of the restrictions set forth in Article VI hereinbelow. Such determination shall be made by the Association's Board of Directors.

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

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

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

(v) Any assessment levied under this Section 5.05(b) shall be due and payable thirty (30) days from the date the Owner receives a statement. Any such assessment not paid when due shall be deemed delinquent and interest shall accrue on such delinquent assessment at the interest rate established by resolution of the Association's Board of Directors, which interest rate shall not exceed the highest rate allowed by law.

Section 5.06 Certificate With Respect to Assessments. Upon the written request of any Owner, the Association shall furnish, within a reasonable time, a written certificate regarding the status of any assessments levied against such Owner's Lot(s). Any such certificate, when properly issued by the Association, shall be conclusive and binding with regard to the status of the assessment as between the Association and any bona fide purchaser of said Lot(s) described in the certificate and the lender who has taken a lien on said property as security for the repayment of a loan.

Section 5.07 Exemptions from Assessments.

(a) All Lots owned by Developer shall be exempt from all regular, special and deficiency assessments. Upon conveyance of any Lot by Developer to a Class A Member, the exemption for each such Lot shall thereupon cease and such Lot shall then be liable for the prorated balance of that year's established annual assessment and special assessment, if any. However, any Lots owned by Developer shall not be exempt from assessments by the Township for real property taxes and other charges.

(b) Builders, developers and real estate companies who own or hold any Lot(s) for resale to customers in the ordinary course of business shall not be liable for the payment of any regular, special or deficit assessments imposed by the terms of this Article V; provided, however, that any exemption established by this Section 5.07(b) shall cease and terminate as to any Lot contained in the Subdivision in the event construction is not commenced within two (2) years from the date the Lot is acquired by such builder, developer or real estate company.

Section 5.08 Subordination of Liens to Mortgages. The lien for assessments provided for in this Article V shall be subordinate to the lien of any mortgage or mortgages held by any

bank, savings and loan association, insurance company, mortgage company or other similar institution existing of record at the time the lien for assessments shall be imposed. Sale or transfer of a Lot, or any portion thereof, shall not affect the assessment lien. However, the sale or transfer of any Lot in connection with a mortgage foreclosure proceeding, or any proceeding in lieu thereof, shall extinguish the lien of the assessments, interest and charges, which became due prior to such sale or transfer, but in no such event shall the prior Owner of said Lot be relieved of any liability for such obligations and debts. No sale or transfer pursuant to any foreclosure proceeding, or any proceeding in lieu thereof, shall relieve any Lot from any assessments thereafter levied or from the lien accruing from such assessments, and no subsequent sale or transfer shall release such Lot from liability for any assessment, interest or charges which thereafter become due or from any lien therefor.

Section 5.09 Collection of Assessment and Creation of Lien. If any assessment is not paid within thirty (30) days from the date payment is due, the Association may sue the Owner and obtain a personal judgment against said Owner and/or may enforce the lien in the same manner as, and by following similar procedures which are required for, the foreclosure of mortgages, whether by advertisement or judicial action, including the allowance of such costs and reasonable attorneys' fees as would be taxable in the foreclosure of a mortgage.

ARTICLE VI GENERAL RESTRICTIONS

Section 6.01 Land and Building Use Restrictions. All Lots shall be used for private residential purposes only and no building, except an existing building or as specifically authorized elsewhere in this Declaration, shall be erected, re-erected, placed or maintained or permitted to remain thereon, except one (1) single family private dwelling or model home not to exceed two (2) stories in height and an attached private garage containing no less than two (2) nor more than three (3) parking spaces for the sole use of the Owner or occupants of the dwelling. No other accessory building or structure including, but not limited to carports, may be erected in the Subdivision without the prior written consent of Developer.

Section 6.02 Dwelling Quality and Size. It is the intention and purpose of this Declaration to insure that all dwellings in the Subdivision shall be of quality design, workmanship and materials approved by Developer. All dwellings shall be constructed in accordance with the applicable governmental building codes, ordinances and/or regulations and with such further standards as may be required by this Declaration or by Developer, its successors and/or assigns. The minimum square footage of floor area of a dwelling, exclusive of basements, unfinished attics, attached garages, steps, opened and/or closed porches, breezeways and similar facilities, shall be not less than one thousand three hundred (1,300) square feet. Notwithstanding the foregoing, Developer or the Architectural Control Committee referred to in Section 7.03 below, as the case may be, shall be entitled to grant exceptions to the above-referenced minimum square footage restrictions to the Owner of a Lot who applies for such exception; provided said Owner demonstrates to the satisfaction of Developer or the Architectural Control Committee, as the case may be, that a reduction in the square footage requirement as to said Owner will not adversely affect the quality of the Subdivision or lessen the value of the homes surrounding the home to be constructed by the Owner on such Lot. Any such exception granted to an Owner shall be evidenced by a written agreement and no such exception shall constitute a waiver of any minimum square footage requirement as to any other Lot or Lot Owner.

Section 6.03 Building Location. All buildings and structures shall be located on each Lot in accordance with the Township's requirements set forth in its zoning ordinance.

Section 6.04 Driveways. Access driveways and other paved areas for vehicular use on a Lot shall have a base of compacted sand, gravel, crushed stone or other approved base material and shall have a wearing surface of concrete or the equivalent thereof. Plans for driveways, pavement edging or markers must be approved by Developer in writing prior to commencing any construction in accordance with such plans.

Section 6.05 Natural Drainage Ways. Where there exists on any Lot(s) a condition of accumulation of storm water remaining over an extended period of time, the Owner may, with the written approval of Developer and the Township, take such steps as shall be necessary to remedy such condition, subject to the provisions of Section 6.26 below and provided that no obstructions or diversions of existing storm drain swales and channels, over and through which storm water naturally flows upon or across any Lot, shall be made by an Owner in such manner as to cause damage to other property.

Section 6.06 Building Materials. Exterior building materials may be stone, brick, wood, siding or any other material blending with the architecture and natural landscape which is approved by Developer.

Section 6.07 Home Occupations, Nuisances and Livestock. No home occupation, profession or commercial activity that requires members of the public to visit Owner's home or requires commercial vehicles to travel to and from the Owner's home shall be conducted in any dwelling located in the Subdivision with the exception of model homes owned by, and the sales activities of, the Developer or builders, developers and real estate companies who own or hold any Lots for resale to customers in the ordinary course of business. No noxious or offensive activities shall be carried on in or upon any Lots or the Property nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, other than normal construction activity. No chickens or other fowl or livestock shall be kept or harbored on any Lot. No animals or birds shall be maintained on any Lot except customary house pets for domestic purposes only. All animal life maintained on any Lot shall have such provisions and care so as not to become offensive to neighbors or to the community on account of noise, odor or unsightliness, and no household pets shall be bred, kept or maintained for any commercial purposes whatsoever. No animal may be permitted to run loose at any time within the Subdivision and any animal shall at all times be leashed and accompanied by a responsible person while in the Subdivision. No burning of refuse shall be permitted outside the dwelling, except that the burning of leaves shall be permitted if allowed by ordinance of the Township, provided that it does not become offensive or a nuisance. No occupied or unoccupied Lot shall be used or maintained as a dumping ground for rubbish or trash.

Section 6.08 Plant Diseases or Noxious Insects. No plants, seeds or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Lot.

Section 6.09 Temporary Buildings, Damaged Dwellings and Reconstruction. No trailer, mobile home, van, tent, shack, garage, barn, out-building or structure of a temporary character shall be used at any time as a temporary or permanent residence; provided however, that the foregoing restriction shall not apply to any activities by Developer or any builder, developer or real estate company during any sales and/or construction periods. All permanent dwellings shall be completed within two (2) years from the commencement of construction. No old or used buildings of any kind whatsoever shall be moved or reconstructed on any Lot. Any building damaged or destroyed by any cause, for which repair or reconstruction has not commenced within six (6) months from the date of damage or destruction, shall be removed so that there are no ruins or debris remaining within six (6) months from the date of damage or destruction. Any building which is not completed within two (2) years from commencement of construction or any damage or destruction not promptly remedied shall

be deemed a nuisance and may be abated as provided by law. Any and all property within any public or private road or right-of-way which is disturbed by reason of any work performed by an Owner, or said Owner's agents, servants, employees or independent contractors, in erecting any building or structure on said Owner's Lot shall be restored by said Owner, at his sole expense, to its condition immediately prior to the commencement of such work. Said restoration shall be performed immediately following the completion of said work or, if such work is not completed, within a reasonable time following the date the work stopped.

Section 6.10 Soil Removal. Soil removal from Lots shall not be permitted, except as required for construction purposes and as permitted by Developer. In addition, all construction shall be subject to the requirements of the Michigan Soil Erosion and Sedimentation Control Act, as amended, and all other applicable statutes, ordinances, rules and regulations of all governmental agencies having jurisdiction over such activities.

Section 6.11 Underground Wiring. No permanent lines or wires for communication or other transmission of electrical or power (except transmission lines located on existing or proposed easements) shall be constructed, placed or permitted to be placed anywhere above ground on a Lot other than within buildings or structures.

Section 6.12 Maintenance of Side Strips. Owners of Lots shall be responsible for the maintenance of parkways or public rights-of-way located between their lot lines and edges of street pavements on which said Lots abut.

Section 6.13 Tree Removal. Clear-cutting or removal of trees greater than six (6") inch caliper at breast height by any person other than Developer shall not be permitted unless such clear-cutting or tree removal is in compliance with all applicable municipal ordinances, and approved by Developer. Prior to commencement of construction, each Lot Owner shall submit to Developer for its approval, a plan for the preservation of trees in connection with the construction process. It shall be the responsibility of each Lot Owner to maintain and preserve all large trees on his Lot, which responsibility includes welling trees, if necessary.

Section 6.14 Performance of Construction. No building shall be erected on any Lot except by a contractor licensed by the State of Michigan for such purpose.

Section 6.15 Vehicular Parking and Storage. No trailer, mobile home, bus, boat trailer, boat, camping vehicle, motorcycle, recreational vehicle, commercial or inoperative vehicle of any description shall at any time be parked, stored or maintained on any Lot, unless stored fully enclosed within an attached garage or similar structure; provided, however, that builders' sales and construction trailers, trucks and equipment may be parked and used on any Lot during construction operations. No commercial vehicle lawfully upon any Lot for business shall remain on such Lot except in the ordinary course of business and in conformity with all applicable laws and/or ordinances.

Section 6.16 Garbage and Refuse. Trash, garbage or other waste shall be kept only in closed, sanitary containers and shall be promptly disposed of so that it will not be objectionable to neighboring property owners. No outside storage for refuse or garbage shall be maintained or used unless the same shall be properly concealed. The burning or incineration of rubbish, trash, construction materials or other waste outside of any residential dwelling is strictly prohibited.

Section 6.17 Fences and Obstructions. With the exception of any fencing improvements installed by Developer, no perimeter fences, walls or similar structures shall be erected on any Lot within the front yard area formed by the front Lot line, the side Lot lines and a connecting line which shall be the rearmost exterior wall of the residential dwelling. No other fences, walls or

similar structures shall be erected on any Lot without the prior written approval of Developer. Such approval shall be granted for enclosing swimming pools permitted under Section 6.20. In addition, no fence, wall, structure, planting or obstruction shall be erected, established or maintained on any corner within a triangular area formed by the street lines and a connecting line which is at a point twenty-five (25') feet from the intersection of such street lines, which shall have a height that is more than two (2') feet; provided, however, shade trees with wide branches which are at least eight (8') feet above ground shall be permitted within such area. In no event shall chain link fences be permitted on any Lot.

Section 6.18 Landscaping and Grass Cutting. Upon completion of a residential dwelling on any Lot, the Owner thereof shall cause such Lot to be finish graded, sodded and suitably landscaped as soon after such completion as weather permits, and in any event within six (6) months from the date of completion. When weeds or grass located on any Lot exceed six (6") inches in height, the Owner of said Lot shall mow or cut said weeds and grass over the entire Lot except in wooded areas, and Wetlands. If said Owner fails to mow or cut weeds or grass within ten (10) days after being notified in writing, the Developer or the Association may perform such work and the cost thereof shall become a lien upon the Lot(s) involved until paid. All Lots owned by Developer or a builder who owns Lots for resale in the ordinary course of business shall be exempt from the foregoing restrictions contained in this Section 6.18. Upon conveyance of any Lot by Developer or a builder to an Owner other than Developer or a builder, the exemption for said Lot shall thereupon cease and such Lot shall be subject to all of the restrictions contained in this Section 6.18.

Section 6.19 Motorized Vehicles. No trail bikes, motorcycles, snowmobiles or other motorized recreational vehicles shall be operated on any Lot or in any drain easement, side strip, or Common Areas within the Subdivision.

Section 6.20 Swimming Pools, Tennis Courts and Other Structures. No swimming pools, tennis courts, or other similar recreational structures shall be constructed on any Lot until such time as the Developer or its designated representative has resigned as the sole director of the Association and the Members of the Association have elected successor directors. Thereafter, no swimming pool or other recreational structure shall be constructed on any Lot unless approved by the Association. Any swimming pool or similar structure which has been approved in writing by the Association shall be constructed in accordance with this Declaration and with all applicable local ordinances and/or state laws. No above ground swimming pools shall be permitted. Swimming pools, tennis courts, and other similar recreational structures, if permitted in writing by the Association, shall be screened from any street lying entirely within the Subdivision, by wall, solid fence, evergreen hedge or other visual barrier as approved in writing by the Association and in compliance with all laws and governmental regulations and ordinances pertaining thereto.

Section 6.21 Lawn Fertilization. The Township may regulate the type of fertilizers that may be used on any Lot.

Section 6.22 Signs; Illumination. No signs of any kind shall be placed upon any Lot or on any building or structure located on a Lot, or any portion thereof, unless the plans and specifications showing the design, size, materials, message and proposed location(s) have been submitted to, and approved in writing by, Developer, with the exception of: (i) non-illuminated signs which are not more than four (4) square feet in area pertaining only to the sale of the premises upon which it is maintained; and (ii) non-illuminated signs which are not more than four (4) square feet in area pertaining only to a garage sale conducted on the premises, which garage sale and sign placement shall not exceed three (3) days. The foregoing restrictions contained in this Section 6.22 shall not apply to such signs as may be installed or erected on any Lot by Developer or any builder who owns Lots for resale in the ordinary course of business, during any construction period or during such periods as any residence may be used as a model or for display purposes. No exterior illumination of any kind

shall be placed or allowed on any portion of a Lot other than on a residential dwelling, unless first approved by Developer. Developer shall approve such illumination only if the type, intensity and style thereof are compatible with the style and character of the development of the Lot.

Section 6.23 Objectionable Sights. Exterior fuel tanks, above ground, shall not be permitted. The stockpiling and storage of building and landscape materials and/or equipment shall not be permitted on any Lot, except such materials and/or equipment as may be used within a reasonable length of time. In no event shall the storage of landscape materials extend for a period of more than thirty (30) days. No laundry drying equipment shall be erected or used outdoors and no laundry shall be hung for drying outside of the dwelling. No television or radio antennae or satellite dishes (except those which are less than twenty-four (24") inches in diameter) shall be constructed or erected upon the exterior of any dwelling on any Lot, without the prior written approval of Developer. All air conditioning units must be located at the rear of the dwelling on any Lot, unless otherwise approved by Developer.

Section 6.24 Maintenance. The Owner of each Lot and the occupants of any portion of the Property shall keep all buildings and grounds in good condition and repair.

Section 6.25 Real Estate Sales Office. Notwithstanding anything to the contrary contained in this Declaration, Developer, and/or any builder which Developer may designate, may construct and maintain on any Lot(s) a real estate sales office, with such promotional signs as Developer or said builder may determine and/or a model home or homes for such purposes; Developer and any such designated builder may continue such activity until such time as all of the Lots in which Developer and such builder have an interest are sold.

Section 6.26 Wetlands. No Wetlands shall be modified in any manner by any person or entity other than Developer or its authorized representatives unless a permit for such modification has been issued by all governmental units or agencies having jurisdiction over such Wetlands within the Property.

Section 6.27 Reciprocal Negative Easements. Unless otherwise expressly provided for in this Declaration, no mutual or reciprocal negative easements shall be deemed to arise or be created hereunder with respect to any land situated outside the boundaries of the Subdivision.

Section 6.28 Floodplain Restrictions. The recorded plat for the Subdivision identifies the elevations defining the limits of the floodplain within the Subdivision. A portion of the Lower Rouge River lies within a portion of the Subdivision and the one hundred (100) year flood elevation of the Lower Rouge River floodplain is _____ N.G.V. Datum, as shown on the plat(s) for the Subdivision (the "Floodplain Area"). No dwellings, structures or improvements of any kind may be constructed within the Floodplain Area. No filling or occupation of the Floodplain Area shall take place without prior written approval of the Michigan Department of Environmental Quality (the "MDEQ") and any building used or capable of being used for residential purposes and occupancy within or affected by the Floodplain Area shall comply with the following requirements following MDEQ approval:

(a) The building shall have lower floors, excluding basements, not lower than the elevation defining the floodplain limits.

(b) The building shall have openings into the basement not lower than the elevation defining the floodplain limits.

(c) The building shall have basement walls and floors, if below the elevation defining the floodplain limits, which are watertight and designed to withstand hydrostatic pressures

from a water level equal to the elevation of the contour defining the floodplain limits following methods and procedures outlined in Chapter 5 for Type A construction and Chapter 6 for Class 1 loads found in the publication entitled *"Flood Proofing Regulations," E.P. 1165 2 314, prepared by the Office of the Chief of Engineers, United States Army, Washington, D.C., June, 1972.* Figure 5 on Page 14-5 of the Regulations shows typical foundation drainage and waterproofing details.

(d) The building shall be equipped with a positive means of preventing sewer backup from sewer lines and drains which serve the building.

(e) The building shall be properly anchored to prevent floatation.

Notwithstanding anything to the contrary contained in Section 8.01, regarding the amendment of this Declaration, the restrictions contained in this Section 6.28 shall be observed in perpetuity and may not be amended without the prior written approval of the MDEQ.

ARTICLE VII ARCHITECTURAL CONTROLS

Section 7.01 Architectural Controls. It is understood and agreed that the purpose of architectural controls is to promote an attractive, harmonious residential development having continuing appeal. Accordingly, unless and until the construction plans and specification are submitted to, and approved in writing by, Developer in accordance with the provisions of Section 7.02 below, (i) no building, fence, wall or other structure shall be commenced, erected or maintained, and (ii) no addition, change or alteration therein shall be made, except for interior alterations.

Section 7.02 Submission of Plans and Plan Approval.

(a) All plans, specifications and other related materials shall be filed in the office of Developer, or with any agent specified by Developer, for approval or disapproval. Said construction plans and specifications shall show the nature, kind, shape, height, materials (including samples of exterior building materials upon request), approximate cost of such building or other structure, proposed drainage of surface water, location and grade of all buildings, structures and improvements, as well as utilities and parking areas for the subject Lot. Developer shall have sole authority to review, approve or disapprove the plans or specifications and/or any part thereof. Developer shall have the right to refuse to approve any plans or specifications or grading plans, or portions thereof, which are not suitable or desirable in the sole discretion of Developer, for aesthetic or other reasons. In considering such plans and specifications, Developer shall have the right to take into consideration compatibility of the proposed building or other structures with the surroundings and the effect of the building or other structure on the view from adjacent or neighboring properties. It is desired that the natural landscape and trees be left in their natural state as much as possible or practical.

(b) A report in writing setting forth the decision of Developer, and the reasons therefor, shall be furnished to the applicant by Developer within thirty (30) days from the date of filing of complete plans, specifications and other materials by the applicant. Developer will aid and cooperate with prospective builders and Owners and make suggestions based upon its review of preliminary sketches. Prospective builders and Owners are encouraged to submit preliminary sketches for informal comment prior to the submission of architectural drawings and specifications. If Developer fails to give written notice of approval of any final architectural plans and/or specifications submitted

to Developer under this Article VII, within thirty (30) days from the date submitted, such architectural plans and/or specifications shall be deemed disapproved by Developer. Developer shall be entitled to charge each applicant a review fee in an amount not to exceed Two Hundred Fifty and 00/100 (\$250.00) Dollars, to reimburse Developer for any actual costs incurred in connection with the review of said applicant's plans, specifications and related materials.

(c) Neither Developer nor any person(s) or entity(ies) to which it delegates any of its rights, duties or obligations hereunder, including, without limitation, the Association and Architectural Control Committee referenced in Section 7.03 below, shall incur any liability whatsoever for approving or failing or refusing to approve all or any part of any submitted plans and/or specifications. Developer hereby reserves the right to enter into agreements with the grantee (or vendee) of any Lot(s) (without the consent of grantees or venders of other Lots or adjoining or adjacent property) to deviate from any or all of the restrictions set forth in this Declaration, provided that said grantee or vendee demonstrates that the application of the particular restriction(s) in question would create practical difficulties or hardships for said grantee or vendee. Any such deviation shall be evidenced by a written agreement and no such deviation or agreement shall constitute a waiver of any such restriction as to any other Lot or Owner.

Section 7.03 Architectural Control Committee. At such time as the fee simple interest in one hundred (100%) percent of the Lots in all phases of the Subdivision have been conveyed by Developer, or, at such earlier time as Developer may elect, Developer shall delegate and assign all of its rights, duties and obligations as set forth in Articles VI and VII, to an Architectural Control Committee representing the Owners or to the Association, provided that such assignment shall be accomplished by a written instrument wherein the assignee expressly accepts such powers and rights. Such instrument, when executed by the assignee shall, without further act, release Developer from the obligations and duties in connection therewith. If such assignment or delegation is made, the acts and decisions of the assignee or delegatee as to any matters herein set forth shall be binding upon all interested parties. If Developer assigns its rights and obligations under Articles VI and VII to an Architectural Control Committee, said Architectural Control Committee shall consist of no less than three (3) Members and no more than five (5) Members, to be appointed by Developer. Developer may transfer his right to appoint members of the Architectural Control Committee to the Association. Until such time, however, Developer reserves the right to appoint and remove members of the Architectural Control Committee in its sole discretion.

ARTICLE VIII GENERAL PROVISIONS

Section 8.01 Amendment.

(a) Developer may amend the covenants, conditions, restrictions and agreements of this Declaration after one or more final plats for the Subdivision has/have been recorded, without the consent of any other Owner or any other person or entity whatsoever (whether or not any such person or entity shall now or hereafter have any interest in any Lot or portion of the Property, including mortgagees and others), at any time prior to the sale of the first Lot in the Subdivision, subject to the approval of the Township if such approval is required.

(b) Developer may unilaterally amend the Declaration to add additional land to the Property at any time, without the consent of any other Owner or any other person or entity whatsoever (whether or not any such person or entity shall now or hereafter have any interest in any Lot or portion of the Property, including mortgagees and others), in which event, the covenants, conditions, restrictions and agreements of this Declaration shall apply to such additional land and Lots therein,

except as may be otherwise specified in the Amendment recorded by Developer. In addition, provided that Developer has an ownership interest in all, or any part, of the Property, Developer, without the consent of any other Owner or any other person or entity whatsoever (whether or not any such person or entity shall now or hereafter have an interest in any Lot or portion of the Property, including mortgagees and others), may amend this Declaration as may be necessary or required to comply with the requirements of any federal, state, county or local statute, ordinance, rule, regulation or formal requirement relating to all or any part of the Property.

(c) In addition to the foregoing, the covenants, conditions, restrictions and agreements of this Declaration may be amended at any time following the date on which a Lot has been sold and conveyed by Developer, by a written instrument signed by: (i) the Owners (including Developer) of seventy-five (75%) percent of the total Lots within the Subdivision; and (ii) Developer, in the event Developer then continues to own any Lots or any portion of the Property. Notwithstanding the foregoing, any and all such amendments shall be subject to the approval of the Township if such approval is required.

Section 8.02 Term. The covenants, conditions, restrictions and agreements of this Declaration shall continue in full force and effect and shall run with and bind the land for a period of thirty (30) years from the date this Declaration is recorded and shall thereafter automatically be extended for successive periods of ten (10) years each, unless terminated by written instrument executed by: (i) the Owners of not less than seventy-five (75%) percent of the total Lots in the Subdivision and (ii) Developer, in the event Developer then continues to own any Lots or any portion of the Property. Notwithstanding anything to the contrary contained in this Declaration, the provisions of Sections 4.06, 4.07, 4.08, 6.21 and 6.26 of this Declaration, shall run forever, without right of termination or amendment unless modified or deleted pursuant to an amendment authorized by Section 8.01.

Section 8.03 Enforcement. Developer, the Association and any Owner shall have the right to enforce, by proceedings at law or in equity, all covenants, conditions, restrictions, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by Developer, the Association or any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver thereof or a waiver of any right to enforce the same at any time thereafter.

Section 8.04 Insurance Proceeds. All proceeds of any insurance maintained with respect to any assets of the Association, and the Common Areas (if said Common Areas have been conveyed to the Association), and all proceeds of any condemnation proceedings or sales in lieu of condemnation relating to the assets of the Association or the Common Areas (if said Common Areas have been conveyed to the Association) shall be paid to the Association and shall be the property of the Association and not of its Members or any other persons or entities.

Section 8.05 Severability. The invalidation of any one or more of the covenants, conditions, restrictions and agreements of this Declaration by judgment or court order, shall in no way affect the validity of any of the other provisions of this Declaration, and the same shall remain in full force and effect.

Section 8.06 Notices. Each Owner shall file the correct mailing address of such Owner with Developer and shall promptly notify Developer in writing of any subsequent change of address. Developer shall maintain a file of such addresses and make the same available to the Association. A written or printed notice, deposited in the United States Mail, postage prepaid and addressed to any Owner at his last known address shall be sufficient and proper notice to such Owner, wherever notices are required in this Declaration.

Section 8.07 Number and Gender. As used in this Declaration, any gender shall include any other gender, the plural shall include the singular and the singular shall include the plural, whenever appropriate.

Section 8.08 Execution of Additional Documents. Each of the Owners, at no expense to itself, hereby agrees, at the request of Developer or the Association, to perform such further acts and execute all such further documents as may be required or desirable in the sole discretion of Developer or the Association, to carry out the purposes of this Declaration.

Section 8.09 Assignment of Developer's Rights. Developer shall have the right to assign all of its rights and obligations under this Declaration, including the power to approve or disapprove any act, use or proposed action, to any other person or entity or to the Association. Any such assignment shall be made by appropriate instrument in writing duly recorded in the office of the Wayne County Register of Deeds.

ARTICLE IX CENTRAL PARK COMMUNITY ASSOCIATION

Section 9.01 Master Declaration. The Association shall be a member of the Central Park Community Association, pursuant to the terms and conditions of the Master Declaration, and to the extent applicable, the Property shall be subject to and encumbered by the Master Declaration.

Section 9.02 Master Common Facilities. Notwithstanding anything to the contrary contained herein, the Central Park Community Association shall have the first and prior right and authority, and the primary responsibility to repair, replace and maintain the following common facilities constructed or installed within the Central Park Community (as defined within the Master Declaration) or upon portions of the Central Park Approved Planned Development that may be added to the Central Park Community (pursuant to Article XX of the Master Declaration): (i) landscaping and signage installed at the four (4) entryways into the Central Park Approved Planned Development; (ii) sprinkler irrigation system installed to support the landscaping at those four entry ways; (iii) the primary connector road within the Central Park Community and the landscaping associated therewith as defined pursuant to Article II of the Master Declaration (including but not limited to snow removal therefrom); and (iv) common open space (and any facilities constructed thereon) that would otherwise comprise the public golf course to be constructed by the Township.

Section 9.03 Governing Provisions. Capitalized terms used within this Article IX and not otherwise defined within this Declaration shall have the meaning ascribed thereto pursuant to the Master Declaration. The provisions of this Article IX are for informational and notice purposes only, and for specific information reference must be made to the Master Declaration which shall in all events govern with respect to the subject matter thereof.

Section 9.04 Assessments. The Master Declaration provides for the imposition of assessments by the Central Park Community Association, which assessments shall be collected by the Association and remitted to the Central Park Community Association. Either the Association and the Central Park Community Association has the right to record a lien against the respective residential lots in the event the assessments are not paid in accordance with the terms and provisions of the Declaration and the Master Declaration.

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY