

*Accepted 8/3/89
[Signature]*

*PL #10.00 1/31/89
CK # 2164
ANGIE BAETZ (46)*

AMENDMENT TO RESTRICTIVE AND PROTECTIVE COVENANTS WHIPPLE ESTATE SUBDIVISION

The undersigned, being the majority of the owners of the lots located in Whipple Estates Subdivision, the plat of which is recorded in Liber 77 of Plats on Page 65, Wayne County Records, pursuant to the power given us in the restrictive covenants for said subdivision as recorded in Liber 12566, on Page 503, Wayne County Records, for the purpose of clarifying said restrictive covenants, do hereby amend said restrictive covenants as follows:

1. The Architectural Control Committee, as created and empowered in Paragraph 13 through 15, inclusive, of said restrictive covenants, is and shall be a continuing permanent committee which shall remain in existence, with the same powers, authority, obligations and duties as provided in said restrictive covenants, so long as said restrictive covenants shall remain in effect, including any extension or renewal period thereof, whether automatic or otherwise.

2. Said Architectural Control Committee shall be comprised of three members, whom, as of the effective date hereof are: Cheryl Fittingly, Mary Whiteside, Alan Somershoe, whose selection, appointment, election and membership is hereby ratified and confirmed. The members of the Architectural Control Committee shall continue to enjoy the power to appoint successors as provided in Paragraph 14 of the restrictive covenants, except that a resigning member who continues to be a resident of the subdivision may vote for his or her successor.

3. A majority of the lot owners in said subdivision may at any time hereafter, by written, recorded instrument, add to, reduce or otherwise amend, alter or change the powers, duties and obligations of said Architectural Control Committee.

4. For the purposes of both the restrictive covenants and these amendments thereto, the terms "Owners of the Majority of the Lots" and "Majority of the Owners of the Lots" shall be interchangeable and shall be defined as the majority both in numbers of owners and in numbers of lots owned, with the ownership of a lot, entitling the Owner or Owners thereof, irrespective of the number of Owners, to one vote. "OWNER" means the Fee Title Owner of Record, except in the case of property sold on an Executory Land Contract, "OWNER" shall mean the Land Contract Purchaser.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands on the dates set forth opposite their signatures:

Revised: April 22, 19

BY-LAWS

WHIPPLE ESTATES PROPERTY OWNERS ASSOCIATION

ARTICLE I

NAME AND LOCATION

- Section 1. The name of this corporation shall be The Whipple Estates Property Owners Association.
- Section 2. The location of this corporation shall be in the Township of Northville, Wayne County, Michigan.
- Section 3. The registered office of this corporation shall be located in the Whipple Estates Subdivision, Northville Township, Wayne County, Michigan.

ARTICLE II

PURPOSE

- Section 1. Interpretation, modification and control of the architectural requirements included in the restrictive covenants.
- Section 2. Maintenance and beautification of the area.
- Section 3. Develop recreational and social activities.
- Section 4. Promote public works to develop and enhance the land value and to insure the safety and welfare of the community.
- Section 5. Maintain liaison with adjoining property owners to insure proper zoning in and around the immediate area.

ARTICLE III

MEMBERSHIP

- Section 1. There shall be three classes of membership in this corporation: "Active", "Honorary", and "Sustaining".
- Section 2. Each property owner in Whipple Estates Subdivision and his or her spouse shall become active members in good standing in the corporation upon payment to the treasurer of such annual dues as shall then be in effect.
- Section 3. Each active member in good standing shall be entitled to cast one vote each in person or by ballot at all meetings of members and elections. Each household shall be limited to a maximum of two votes.

BY-LAWS

Revised: April 22, 19

WHIPPLE ESTATES PROPERTY OWNERS ASSOCIATIONARTICLE III (Continued)

- Section 4. Any person not the owner of property in said subdivision, who has rendered exceptional service to the Association, may become an honorary member if nominated for such membership by an active member and upon approval of such nomination by the active members. Honorary members shall have no vote.
- Section 5. Any person who is not an owner of property in said subdivision but who is interested in and desires to aid the objectives and purposes of the Association, may become a sustaining member upon payment of such annual dues then in effect and upon approval of such nomination by the active members. Sustaining members shall have no vote.
- Section 6. The immediate family of active members shall have all the rights and privileges of an active member, except voting privileges.

ARTICLE IVOFFICERS

- Section 1. The elective officers shall consist of a president, vice-president, secretary, and treasurer. No one shall be qualified as an elective officer who is not a property owner and resident of Whipple Estates Subdivision and an active member in good standing. The offices of secretary and treasurer may be held by one person.
- Section 2. Elective officers shall be elected by the majority vote of active members voting at the annual election conducted in accordance with Article V.
- Section 3. President: The president shall be the chief executive officer of the corporation. He shall preside at all meetings of members. He shall see that all orders and resolutions of the members are carried into effect. He shall be, ex-officio, a member of all standing committees and shall have the same powers and duties of supervision and management usually vested in the office of the president of a corporation.
- Section 4. Vice-President: In case of the absence or disability of the president, his duties shall be performed by the vice-president. The vice-president shall perform such other duties as the members shall prescribe.
- Section 5. Secretary: The secretary shall have direct charge of all the corporate books, records and seals of the Association. He shall issue notices of all meetings and shall attend same and keep the minutes. He shall keep an accurate record of the names and addresses of all members. He shall perform such other duties as are incident to his office.

BY-LAWS

Revised: April 22, 19

WHIPPLE ESTATES PROPERTY OWNERS ASSOCIATIONARTICLE IV (Continued)

Section 6. Treasurer: The treasurer shall have custody of all moneys and securities of the Association. He shall keep regular books of account and shall submit a report to the members at the annual meeting. He shall keep all vouchers, receipts, records, and other papers to substantiate this report and shall perform all such other duties as are incident to his office. A surety bond shall be provided by the treasurer in such sum as shall be required by the Association, which shall pay the premium therefor.

ARTICLE VNOMINATIONS AND ELECTIONS

- Section 1.** There shall be a Nominating Committee consisting of the President, a director selected by the Board of Directors and an active member appointed by the President.
- Section 2.** The Nominating Committee shall be appointed in January of each year.
- Section 3.** The Nominating Committee shall nominate at least one candidate for each office to be filled at the next annual election. Nominations may also be made from the floor or by ballot at the annual meeting. Each candidate receiving a majority of valid votes cast shall be elected to the office for which said votes are cast.

ARTICLE VIMEETINGS

- Section 1.** The annual meeting of members shall be held on the fourth Sunday of April of each year, except when Easter falls on that Sunday, the meeting shall be held on the following Sunday.
- Section 2.** Special meetings of members may be called at any time by the president. It shall be the duty of the president to call a special meeting if requested by five active members or more provided such request clearly states the proposed purpose of such a special meeting.
- Section 3.** The vice-president shall arrange the time and place of all annual and special meetings of members.
- Section 4.** Notice in writing of the time and place of each annual meeting of members and of the time, place and purpose of each special meeting of members, shall be mailed to each member in good standing at least ten days prior to the date of such meeting.

BY-LAWS

Revised: April 22, 197

WHIPPLE ESTATES PROPERTY OWNERS ASSOCIATIONARTICLE VIIFINANCES

- Section 1. The fiscal year of this corporation shall begin January 1st and end Decemoer 31st of each year.
- Section 2. Each active and sustaining member shall be required to pay annual dues as voted by the membership.
- Section 3. Annual dues shall be payable by May 15th following the annual meeting.
- Section 4. The funds of the Association shall be deposited in the name of the Association in such bank or banks as the members direct. Funds of the Association shall be withdrawn only by the check of the Association signed by the treasurer. The treasurer shall not sign checks drawn on the General Fund in amounts exceeding in total the sum of \$100.00 per month for recurring expenses unless or until such expenditures have been authorized by resolution of the members. Non-recurring expenditures of \$200.00 or less may be authorized by resolution of the officers; similar expenditures in excess of this amount must be approved by a majority vote of the active members. Nothing herein contained shall be construed as prohibiting the issuance of checks covering necessary operating expenses of the Association generally authorized by the members.

ARTICLE VIIICOMMITTEES

- Section 1. The president shall appoint all committees except such, if any, as shall be designated by and appointed by vote of the members.
- Section 2. The regular committees shall be as follows:
- (a) Architectural Committee: This committee shall be charged with the rigid enforcement of building and use restrictions, zoning ordinance, and building codes.
 - (b) Membership Committee: This committee shall be responsible for welcoming new residents and encouraging active participation by all members in the affairs of the Association.
 - (c) Public Works Committee: This committee shall be responsible for liaison with public works officials to insure the proper maintenance of streets, the establishment and effective use of adequate police and fire protection and shall review and recommend to the association members any proposal for the installation or improvement of streets, sewers and other public works.

BY-LAWS

Revised: April 22, 19

WHIPPLE ESTATES PROPERTY OWNERS ASSOCIATION

ARTICLE VIII (Continued)

Section 2. Continued

- (d) Entertainment Committee: This committee shall have charge of all social, entertainment and educational activities of the Association.
- (e) Program Committee: This committee shall be responsible for arranging the program at annual meetings of members.

ARTICLE IX

AMENDMENTS

These by-laws may be amended at any annual or regular meeting of members by a two-thirds vote of the active members present and entitled to vote provided the proposed amendment has been submitted in writing to all active members prior to the meeting.

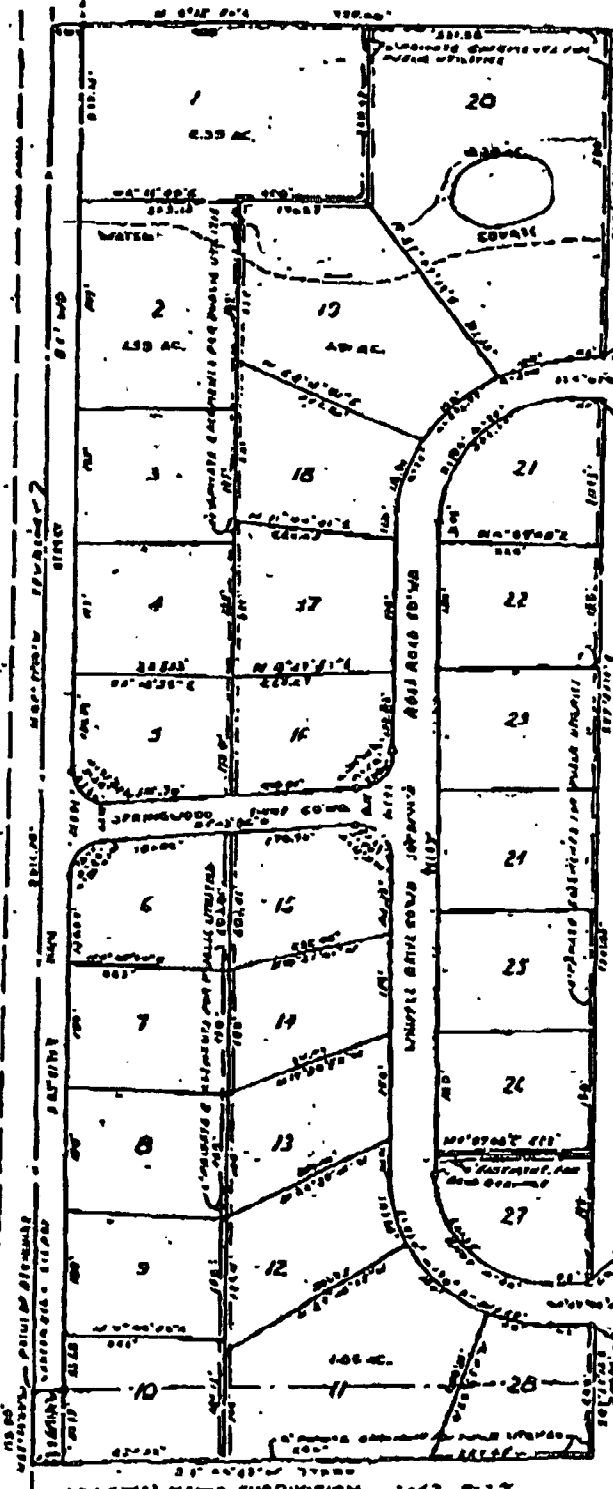
WHIPPLE ESTATES SUBDIVISION

OF PART OF THE N/2 SEC. 4 T. 15, R. 8 E.,
NORTHVILLE TWP., WAYNE COUNTY, MICHIGAN

APPROVED BY THE PLAT BOARD
OF WAYNE COUNTY, MICH. THIS
23RD OF JULY 1998

SCALE: 1" = 100'

NOTE: ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL THEREOF.
ALL CURVATURES SHOWN ARE TO BE MADE ACCORDING TO THE PLAN



EXAMINED AND APPROVED THIS 23RD OF JULY 1998
BY THE PLAT BOARD OF WAYNE COUNTY, MICHIGAN
W. J. [Signature]
[Signature]

Witnessed by
William J. [Signature]
[Signature]
Notary Public

John E. Whipple
PLAT BOARD MEMBER
Wayne County, Michigan

BY THE CLERK OF THE COUNTY OF WAYNE
J. S. [Signature]

On this 23RD day of July 1998, before me a Notary Public in and for said County of Wayne, the above named JOHN E. WHIPPLE, a single man, came to me to the person who executed the above mentioned and acknowledged the same to be his free act and deed.

William B. [Signature]
Notary Public
Wayne County, Michigan

by commission expires July 12, 2007

CERTIFICATE OF MUNICIPAL APPROVAL

This plat was approved by the Township Board of the Township of Northville at a meeting held July 15, 1998.

APPROVED BY THE
CLERK OF WAYNE COUNTY
J. S. [Signature]
JUL 23 1998

[Signature]
Notary Public

DESCRIPTION

The land conveyed in the annexed plat of Whipple Estates Sub., of part of the N/2 of Sec. 4, T. 15, R. 8 E., Northville Township, Wayne County, Michigan, is described as follows:

Beginning at the center of corner of Section 4, T. 15, R. 8 E., and proceeds thence along the N. & E. 1/4 line of said Section 4, 1/4 mile (1320.00 ft) above to a 17'00" x 74'00" lot, thence S 89'00" W 100'00" to a corner, of 88 ft, width and 88'10" (central angle, 89'00" W, said curve lying north of the point which bears S 89'00" W 100'00" (74'00" + 26'00" = 100'00") above to a corner, of 88 ft, width and 88'10" (central angle, 89'00" W, said curve lying north of the west line of Whipple Estates Sub., thence along the west line of Whipple Estates Sub., S. 89. 00' W, a 1'00'00" x 77'00" (74'00" + 3'00" = 77'00") above along the E. & E. line, S 89'00" W 113'00" (88'10" + 24'90" = 113'00") to the point of beginning.

SUBJECTIVE CERTIFICATE

I hereby certify that the plat annexed to a certain act, and the approved plat, containing the same, is a true and correct copy of the original plat, and that the same has been approved by the Township Board of the Township of Northville, Wayne County, Michigan, at a meeting held July 15, 1998.

[Signature]
Notary Public

EV. 11
JUL 23 1998

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#E-61893

Restrictive Covenants as contained in
 Liber 12665 Page 503 Register #E-61893
 Recorded July 25, 1955.

WHIPPLE ESTATES SUBDIVISION

1. LAND USE, BUILDING USE AND BUILDING TYPE.

No lot, or the building erected thereon, shall be used for any purpose other than for residential purpose; and residential purpose shall mean that the following are prohibited to-wit: Use for a convalescent home, rest-cure home, rooming house, trailer-house, and other kindred uses. No building, with not over a 2 car attached garage, shall be placed, altered or erected, anywhere in the said subdivision, other than one single family building of 1-1/2 story, on each lot except lots 1, 20, and 11 may have more than a 2 car attached garage, if the same is approved by the Architectural Control Committee.

2. ARCHITECTURAL CONTROL.

No building shall be erected, placed or altered on any lot until the construction plans, and specifications showing the location of the structure, have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved; the manner of approval shall be as set forth in Paragraph 13, hereinafter stated.

3. DWELLING AREA SIZE AND QUALITY.

No dwelling shall be permitted on any lot unless the livable ground-floor area is at least 1,600 square feet, exclusive of the following, to-wit, attached garage and basement garage. The exterior surface of all dwellings shall be constructed of full face brick or stone, except wood or aluminum may be used for decorative purposes only. Each structure erected on each lot in the said subdivision, shall be constructed of new materials; all roofs for each building shall have a hip or gable type construction of not less than 5 inches in 12 inch run and not more than 6 inches in 12 inch run. The location of the garage doors of each attached or basement garage, shall face the rear or side lot line.

4. BUILDING LOCATION - ONE SINGLE RESIDENCE.

All residences in the said subdivision shall be located 75 feet from the front lot lines and not less than 25 feet from the interior lot lines; and all residences on lots 5, 6, 15 and 16 shall be located 75 feet from both adjacent street lot lines. It is further provided the Architectural Committee shall have power and authority to decree either or both of lots 1 and 20 into a division of 2 parts, each, without any notice of the revision, to any of the purchasers, future or present, provided, however, in such an event, only single residences can or may be erected thereon on each part, in harmony, as near as possible, with the foregoing requirements.

5. LOT AREA AND WIDTH.

No building lot shall be subdivided at all, other than as specified in paragraph 4, in the said subdivision; that any lot shall have an area of not more nor less than the dimension shown in the recorded plat except; paragraph 4.

6. FENCES.

No fence shall be erected on and along or in front of the front building lines of the said subdivision; fences may be erected in the rear or side-lot lines, of stone or brick construction, at height of 3 feet; or if of lattice construction of 4 feet provided, the use of plain boards are prohibited.

(continued)

7. EASEMENTS.

Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown in the recorded plat.

8. NUISANCES.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may or become an annoyance or nuisance to the neighborhood.

9. TEMPORARY STRUCTURES.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding, shall be used on any lot, either temporary or permanently, except by the approval of the said Committee.

10. SIGNS.

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than 1 square foot, one sign of not more than 5 square feet of advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period, provided, the proprietor of the said subdivision may continue to use his present sign, or other signs, until all of the original lot sales have been completed.

11. LIVESTOCK AND POULTRY.

No animals, livestock, poultry, pigeons, or any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept, bred or maintained for non-commercial use and they are not a nuisance to the neighborhood.

12. GARAGE AND REFUSE DISPOSAL.

Trash, garbage, and other waste shall not be kept except in sanitary containers subject to the Board of Health Regulations of Michigan, and local authorities; all incinerators or equipment for the disposal of waste materials shall be kept in a clean and sanitary condition, inside of the house.

13. ARCHITECTURAL CONTROL.

No building shall be erected, placed or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure, have been approved by the Architectural Committee, as to quality of workmanship and materials, harmony of external design and symmetrical with existing structures, and as to location in respect to location, topography and finish grade elevations.

14. MEMBERSHIP.

The Architectural Control Committee shall be and is composed of Frank E. Whipple, 46001 W. Base Line Road, Northville, Michigan, and Dennis E. Robinson and Gunnard D. Stromberg. A majority of the said Committee may designate a representative to act for it. In the event of death or resignation of any member of the said Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for service performed pursuant to this covenant. At any time, the future record owners of a majority of the lots, shall have power through a duly recorded instrument, in writing, to change the membership of the Committee, or to restore to it any of its powers and duties.

15. PROCEDURE.

The Committee's approval or disapproval as required in these Covenants shall be in writing. In the event the Committee, or its designated representatives, fail to approve or disapprove within 30

(continued)

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#2-61293

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days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall have been deemed to have been fully complied with, thereto.

16. TERM.

These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of 25 years from the date that these covenants are recorded, after which time the said covenants shall automatically be extended for successive periods of 10 years, unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change the said covenants, in whole or in part.

17. ENFORCEMENT.

Enforcement shall be by proceedings at law or in equity, against any person or persons violating or attempting to violate any covenants either to restrain violation or recover damages.

18. SEVERABILITY.

Invalidation of any one of these covenants by judgment or court order, shall in nowise affect any of the other provisions which shall remain in full force and effect.

19. SEWAGE DISPOSAL.

There shall be not out-houses, out-side toilets permitted on any lot in the said subdivision; the sewage therefrom shall be disposed of through an over-sized tank or septic tank system of standard form as provided by the State Board of Health. All drainage from the said septic-tank system into any stream whatever, is strictly prohibited.

20. RANCH TYPE RESIDENCE.

The Subdivider hereof, prefers that all dwelling houses shall be constructed as Ranch-type homes.

21. OVERSIGHT MATTERS.

In case that any matters shall arise that were inadvertently omitted in the foregoing covenants, the said Architectural Committee shall have power to dispose of and determine such omitted matter, in writing.

mld