

CRANBERRY ESTATES SUBDIVISION

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

COMMERCE TOWNSHIP, OAKLAND COUNTY, MICHIGAN

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter referred to as the "Declaration"), is made this ___ day of November, 2012, by Cranberry Estates Subdivision Association, , a Michigan Non-Profit Corporation (hereinafter referred to as the "Association"), whose address is P.O. Box 156 Milford, MI 48381-0156 .

WITNESSETH:

WHEREAS, Association is the legal entity established to administer certain real property located in Commerce Township, Oakland County, State of Michigan, as legally described on Exhibit A, which real property has been platted and is now known as ***CRANBERRY ESTATES SUBDIVISION*** in accordance with a Plat recorded in Liber 263, Pages 31 thru 37, Oakland County Records ("Subdivision"); and subject to the terms of the initial Declaration of Covenants, Conditions And Restrictions s recorded on October 3, 1998 at Liber 19092, Pages 517-538, Oakland County Records and subject to the First Amendment To Declaration of Covenants, Conditions And Restrictions recorded on December 20, 2001 at Liber 24296, Pages 547-551, Oakland County Records;

WHEREAS, the Subdivision is a portion of a larger parcel of land described on **Exhibit "A-1" and "A-2"** attached hereto which has been approved for platting and development with up to 148 lots and related open spaces (the "Development") pursuant to a final preliminary plat approved by Commerce Township (the "Final Preliminary Plat").

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

NOW, THEREFORE, Association hereby declares that the Subdivision and each and every Lot therein shall be held, sold, transferred and conveyed subject to the following covenants, conditions, restrictions, easements, charges and liens which shall run with Subdivision and each and every Lot therein and shall be binding upon

and inure to the benefit of all parties having any right, title or interest in the Subdivision or any part thereof, their heirs, successors and assigns.

ARTICLE I

DEFINITIONS

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

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

B. Area of Common Responsibility. "Area of Common Responsibility" shall mean and refer to the Common Areas (as hereinafter defined), together with those areas, if any, within or upon a Lot, the maintenance, repair or replacement of which shall be the responsibility of the Association.

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

D. Common Areas. "Common Areas" shall mean and refer to the areas of land, if any, denoted as "Timber Ridge Park", Cranberry Lake Park" and "Buell Lake Park" on the recorded Plat Subdivision. "Common Areas" shall also mean and refer to any other areas intended to be owned by the Association and to be devoted to the common use and enjoyment of the Lot Owners, any improvements thereon and other areas such as the "Landscaping and Signage Areas" (defined below) and any other common landscaped areas, bicycle paths, boulevard medians, green belts along roads, walkway easements, cul-de-sac islands, storm water detention areas, storm sewers and appurtenances not in County dedicated rights of way and detention areas, if any, all recreational amenities, and all areas of the Subdivision not privately owned or which may be transferred to the Association from time to time. "Common Areas" include sidewalks in the Parks or built in a public right-of-way adjacent to a Park, but do not include sidewalks which the Lot Owners are individually responsible for as provided in Article VII, paragraph L. of this Declaration. Association may, from time to time, transfer any portion of the Subdivision to the Association. The Association shall be deemed to have accepted such conveyance and who shall maintain said property as herein provided.

E. Development. "Development" means the land owned by Association described on Exhibit "A-1" and any other land contiguous thereto which Association may hereafter acquire.

F. Dwelling. "Dwelling" shall mean a single family residential dwelling.

G. Final Preliminary Plat. "Final Preliminary Plat" means the final preliminary plat of the Development approved by Commerce Township.

H. Landscaping and Signage Areas. "Landscaping and Signage Areas" shall mean the areas described as "private easement for landscaping" on the Plat of the Subdivision, being part of Lot 66. The private easement for landscaping over Lot 66, as shown on the Plat, includes the benefit of all lots in the Subdivision, the reserved right of the Associations to install, maintain, repair and replace entry signage for the Subdivision.

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

J. Lot Owner. "Lot Owner" shall mean the holder of record title to a Lot, whether one or more persons or entities, and shall include any optionees or land contract vendees of the Lot. Optionees or land contract vendees of Lots owned by the Association shall not be considered Lot Owners, and shall have no voting rights hereunder. The term "Lot Owner" shall not include any mortgagees unless and until such mortgagees shall have acquired fee simple title to such Lot by foreclosure or other proceeding of conveyance in lieu of foreclosure and shall not include any interest in a Lot held as security for the performance of any obligation. In the event more than one person or entity owns an interest in fee simple title to any Lot, or has an

interest as an optionee or a land contract vendee (other than Lots owned by Association), the interests of all such persons collectively shall be that of one Lot Owner. Notwithstanding the foregoing, the optionee or land contract vendee of any Lot (including Lots owned by Association) shall be responsible for the payment of all assessments and charges imposed pursuant to this Declaration.

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

L. Plat or Plats. "Plat" refers to the Plat of the Subdivision as recorded in Oakland County Records at Liber 263, Pages 31 thru 37.

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

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

O. Subdivision. "Subdivision" shall mean the real property described in Exhibit "A" attached hereto and made a part hereof.

P. Township. "Township" shall mean and refer to COMMERCE TOWNSHIP, Oakland County, Michigan.

Q. Wetland Preservation Areas. "Wetland Preservation Areas" shall mean the Wetland Preservation Easements described in Article VII, paragraph X, below and shown on the Plat, being portions of Lots and Private Parks in the Subdivision.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is subject to and shall be held, transferred, sold, conveyed and occupied pursuant to this Declaration is more particularly described in Exhibit A attached hereto and made a part hereof, and includes sixty-six (66) Lots plus the Common Areas. The Association reserves the right to annex additional property into the Subdivision which additional property is more particularly described on **Exhibit "A-1"** attached hereto and made a part hereof (the "**Additional Land**"). The term Additional Land shall also mean in other land contiguous to the Development which may hereafter be acquired by Option or. Such annexation shall not occur until platting and subdivision of the Additional Land is completed. Notwithstanding anything herein to the contrary, such annexation will be effective on approval of Association without the consent of any other party (other than the Township, as provided in the next sentence), and may be accomplished by the recordation of an amendment hereto describing the land to be annexed. Any such amendment by Association to accomplish an annexation shall incorporate all conditions and limitations of the Township's approval of the site plan or plat of the land annexed. Common areas in the Additional Land annexed into the Subdivision shall be treated as Common Areas under this Association and, as such, shall be conveyed to the Association, subject to the use limitations and reservations established in the instruments of conveyance and annexation. The Association shall further have the right to combine with any other subdivision associations which may be formed by owners of the lots in any subdivision previously created by Commerce Cranberry, L.L.C. (or any entity affiliated with, or related to, Commerce Cranberry, L.L.C.) in the Township. Such combination of subdivisions shall be effective only after approval by Commerce Cranberry, L.L.C. or, after the conveyance of more than ninety (90%) percent of the Lots in the Subdivision, by the holders of two-thirds (2/3) of all Members of the Association. All owners of lots in such other subdivisions and all owners of Lots in this Subdivision shall have reciprocal rights of access for the use and enjoyment of all Common Areas in this Subdivision and in the other subdivisions, subject to payment of fees therefore in accordance with Article V below. All owners of lots in such other subdivisions and all Lot Owners in this Subdivision will be subject to the rights of the Township in the easements granted to the Township hereunder, and will be subject to the maintenance obligations set forth in Article III, Paragraph E, of this Declaration. Anything to the contrary contained herein notwithstanding, any property which is not described on Exhibit A

may only be combined with the Association or otherwise annexed and incorporated into this Agreement with the consent of the owner of the property to be so annexed and incorporated.

ARTICLE III

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

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

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

Notwithstanding the foregoing, no Member, other than Association, shall have the right to vote on Association matters, and the Association shall have the exclusive right to establish bylaws for the Association, to appoint the Board of Directors of the Association, and to amend this Declaration, all in Association's sole and absolute discretion, until the earlier to occur of: (a) such time as Association has sold, closed and conveyed title to not less than one hundred percent (100%) of the total Lots in the Subdivision and the lots in any other actual or proposed subdivision which has been or which might thereafter be combined with or annexed to the Subdivision pursuant to Article II; and (b) such time as Association shall execute and deliver to the Association a written instrument executed by Association specifically relinquishing such exclusive voting rights. For the purposes of this paragraph, a sale and conveyance shall be deemed to have occurred only when a Lot and home have been sold, and deed recorded, for occupancy. From and after the earlier of such dates, the Board of Directors shall be elected by the Members, and the Association shall have no further responsibilities with respect to the Association except for its responsibilities as a Member of the Association so long as it remains a Lot Owner.

ARTICLE IV

EASEMENTS AND PROPERTY RIGHTS IN THE COMMON AREAS

A. Lot Owner's Easement of Enjoyment. Every Lot Owner shall have a right and easement to use the Common Areas for their intended purposes, and such easement shall be appurtenant to and shall pass with title to every Lot, subject to the Covenants, Conditions and Restrictions of this Declaration.

B. Title to the Common Areas. Contemporaneous with the conveyance by deed of the first Lot in the Subdivision to a Member of the Association, Association shall convey the Common Areas to the Association, free and clear of all liens and encumbrances, except easements and right-of-ways of record, and subject to the Covenants, Conditions and Restrictions of this Declaration.

C. Association's Rights in the Common Areas. The Association shall have the right to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Lot Owners; provided, however, that any dedication, transfer, or determination as to the conditions thereof shall be effective only upon execution of

an instrument signed by Association or, upon the conveyance of more than one hundred (100%) percent of the Lots in the Subdivision and the lots in any other subdivision combined with the Subdivision pursuant to Article II, by the holders of two-thirds (2/3) of all Members of the Association and which is recorded and confirms or approves such dedication, transfer or determination; and further provided, however, that any dedication, transfer or determination as to the conditions thereof shall be effective only upon the prior consent thereto being received from the Township. The Association shall comply with all applicable laws in connection with any such dedication, including but not limited to any applicable provisions of the Subdivision Control Act of 1967, MCLA 560.101-560.293 (the "Subdivision Control Act"). Anything contained herein to the contrary notwithstanding, Association shall have the exclusive right, subject to compliance with all applicable laws, including but not limited to any applicable provisions of the Subdivision Control Act, to grant public or private easements or rights-of-way to public or private utilities or governmental bodies in, over and upon the Common Areas, prior to conveyance to the Association and the Association shall receive the same subject thereto. Association shall also have the right to create recreational amenities within the Common Areas as may be approved by the Township prior to conveyance to the Association.

D. Open Space Agreement. The rights and obligations of each Owner of a Lot shall in all cases be subject to the terms and conditions of an Agreement for Common Area Maintenance affecting The Subdivision between the Association and the Township (the "Open Space Agreement") which Open Space Agreement is on file with the Township and may be recorded in Oakland County Records at a later date.

E. Buell Lake, Cranberry Lake and Swimming Area. The Subdivision is adjacent to Cranberry Lake and Buell Lake, as shown on the Plat. The Common Area includes a swimming area (in Cranberry Lake Park) for the use and enjoyment of all Owners, and access to Cranberry Lake. As a Common Area, maintenance, repair and replacement of the swimming area in Cranberry Lake Park shall be the responsibility of the Association, to be funded through assessment of Lot Owners. The swimming area is not supervised. The swimming area will require annual maintenance by the Association and periodic inspection by qualified consultants. Moreover, the usability of the swimming area is directly impacted by the water level of Cranberry Lake. For example, changes in the water level of Cranberry Lake may submerge or otherwise destroy the sand in the swimming area. The Association makes no guarantee or warranty of any kind or nature with respect to the swimming area, and in no event shall Association be responsible to replace the sand in the swimming area. Each Owner, and the Owner's family members, tenants, guests and invitees, use the swimming area and the lakes at their own risk. THE ASSOCIATION SHALL NOT IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF THE SWIMMING AREA, THE WATER LEVEL OF CRANBERRY LAKE OR SWIMMING SAFETY IN CRANBERRY OR BUELL LAKES. THE ASSOCIATION SHALL NOT BE HELD LIABLE FOR ANY LOSS, DAMAGE OR INJURY OF ANY KIND OR NATURE TO PERSON OR PROPERTY ARISING OUT OF THE USE OF CRANBERRY LAKE OR BUELL LAKE. EACH OWNER AND THE OWNER'S FAMILY MEMBERS, TENANTS, GUESTS AND INVITEES RELEASE THE ASSOCIATION FROM ANY AND ALL LOSSES, DAMAGES, INJURIES, AND CLAIMS TO DAMAGES IN ANY WAY ARISING FROM OR INCIDENT TO THE EXISTENCE OF CRANBERRY LAKE, AND ALL OWNERS COVENANT NOT TO SUE THE ASSOCIATION FOR ANY SUCH LOSSES, DAMAGES, INSURIES, OR CLAIMS. EACH OWNER, AND THE FAMILY MEMBERS, TENANTS, GUESTS OR INVITEES OF EACH OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION AND ITS BOARD ARE NOT INSURERS AND THAT EACH OWNER, AND ITS FAMILY MEMBERS, TENANTS, GUESTS AND INVITEES ASSUME ALL RISKS FOR LOSS OR DAMAGE TO PERSONS OR PROPERTY ARISING OUT OF OR RELATING TO CRANBERRY LAKE, BUELL LAKE OR THE SWIMMING AREA AND FURTHER ACKNOWLEDGES THAT ASSOCIATION HAS MADE NO REPRESENTATIONS OR WARRANTIES OF ANY SORT NOR HAS ANY OWNER RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO THE SWIMMING AREA AT CRANBERRY LAKE.

F. Township Easements. Notwithstanding any other provisions contained in this Declaration, the following easements, licenses, rights and privileges are granted to the Township and its officers, employees and agents with respect to the Subdivision. The easements, licenses, rights and privileges shall not be modified or rescinded without the express written permission of the Township.

1. The Township, its officers, employees and agents are granted a permanent non-exclusive easement for the unrestricted use of all roads, walkways or pathways and utility easements, for the purpose of ingress, egress, inspection for public purposes, and access to utility easements, including, but not limited to, water, sanitary sewer, storm water sewer, electric, gas and communications easements.

2. The Township, its officers, employees and agents are granted a permanent non-exclusive easement over, under and across all roads, walkways or pathways and utility easements, as shown on the Subdivision Plat, for the purpose of construction, extension, relocation, maintenance, including, but not limited to, water, sanitary sewer, storm water sewer, electric, gas and communications utilities.

3. The Township, its officers, employees and agents are granted a non-exclusive easement over each lot in the Subdivision, to the extent necessary, to install, maintain, repair, replace, or remove machinery or equipment connected to the public sewer system or public water system, including, but not limited to, grinder pumps and valves.

4. The Township shall have the right, but not the obligation, to repair and maintain all easements in the Subdivision. If it is necessary for the Township to repair or maintain any easement within the subdivision, the costs of repair or maintenance shall be prorated among all Lot Owners in the Subdivision. The Township may add to the actual cost of repair or maintenance a sum not to exceed twenty-five percent (25%) thereof, to cover the administrative costs associated with the undertaking. All costs incurred by the Township shall be paid within thirty (30) days of billing. Any costs not paid shall bear interest at the rate of three (3/4) of one percent (1%) per month until paid. The Township shall have lien on the Lot of any Lot Owner who fails to pay such costs. The lien may be enforced by the Township in the same manner as provided by law for enforcement of delinquent special assessments.

ARTICLE V MAINTENANCE AND ASSESSMENT COVENANT

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

B. Lien and Personal Obligation for Assessments and Charges. Association, for and on behalf of each and every Lot owned within the Subdivision, does hereby covenant and agree and each Lot Owner by acceptance of a deed therefore whether or not it shall be set forth therein, is deemed to covenant and agree to pay to the Association: (a) all annual assessments or charges when due; (b) special assessments, if any, for capital improvements to be established and collected as hereinafter set forth; (c) special assessments against individual Lot Owner for the cost of replacing dead trees on such Owner's lot pursuant to the procedure established in Article VII, paragraph Q below; and (d) charges assessed by the Township against the Subdivision or the Association which are direct or indirectly attributable to the construction of a home on the Lot as described in paragraph G of this Article V and paragraph I of Article VII. Each Lot Owner covenants, agrees and accepts all of the terms, conditions, covenants, and agreements hereof in accordance herewith. As provided in Article I above, the optionee or land contract vendee of any Lot shall be responsible for the payment of all assessments and charges imposed pursuant to this Declaration.

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

D. Annual Assessments. Until January 1 of the year immediately following the first conveyance by Association of a Lot to a Lot owner who is a Member of the Association, the maximum annual assessment shall be Two Hundred Fifty Dollars (\$250) per Lot.

1. From and after January 1 of the year immediately following the first conveyance by Association of a Lot to a Lot Owner who is a Member of the Association, the maximum annual assessment may be increased or decreased annually as may be determined by the Board of Directors of the Association (the "Board of Directors").
2. In the event the membership does not or cannot agree on any change from and after January 1 of the year immediately following the first conveyance of a Lot to a Lot Owner who is a Member of the Association, then and in such event the annual assessment shall continue at the rate of Two Hundred Dollars (\$200) per Lot or such other annual rate hereafter established by the Declarant pursuant to paragraph D.1. of this Article V; provided, however, that in the event of any annual deficit, the Board of Directors shall assess each Lot pro rata annually to pay any such deficits.

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

F. Uniform Assessment Rate. All annual, special and deficiency assessments shall be fixed and established at the same rate for all Lots.

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

H. Notice and Quorum. Written notice of any membership meeting called for any purpose hereunder shall be sent by first class mail to all Members at least (30) days in advance of such meeting, and shall set forth the purposes thereof. At the first meeting of the Association, the presence of Members or of proxies entitled to cast thirty-five (35%) of all votes of the Members shall consist a quorum. In the event the required quorum is not present at such meeting, another meeting may be called, upon notice as set forth herein, and the required quorum at such subsequent meeting shall be fifty (50%) percent of the required quorum at the preceding meeting.

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

J. Board of Directors' Duties. Subject to the foregoing provisions, the Board of Directors of the Association, which shall consist of at least three (3) and not more than five (5) persons, shall fix the

amount of the assessments against each Lot for each assessment period at least (30) days in advance of such date or period and shall prepare a roster of the Lots and the assessments applicable thereto to be maintained in the office of the Association and which shall be open to inspection by any Owner at all reasonable times. Written notice of the assessment shall thereupon be sent to every Owner subject thereto and the Association shall, upon demand and payment of a reasonable charge, furnish to any Owner liable for such assessment a certificate in writing signed by an officer of the Association, which states whether such assessment has been paid and the amount of any due but unpaid assessments.

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

L. Subordination of the Assessment Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and any sale or transfer of any Lot shall not affect the assessment lien; provided, however, that the sale or transfer of any Lot in connection with a mortgage foreclosure preceding or any proceeding in lieu thereof, shall extinguish the lien of the assessments, interest and charges due prior to such sale or transfer, but in no event shall the prior Owner thereof be relieved of any liability whatsoever for such obligation and debt. No subsequent sale or transfer shall relieve such Lot from liability for any assessments, interest or charges which thereafter come due or from any lien therefore.

M. Exemptions and Modification of Assessments.

1. The Common Areas shall be exempt from any regular assessments, special assessments or deficiency assessments and from and against any liens or encumbrances therefore.

ARTICLE VI

ARCHITECTURAL CONTROL

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

1. A topographic survey of the Lot prepared and certified by a licensed engineer or architect showing existing and proposed grades, and the proposed location of each Structure located or to be located upon the Lot.
2. Construction and architectural plans prepared by a licensed engineer or architect including dimensioned floor plans, typical sections and all elevations for the Structure to be constructed upon or in the Lot.

3. Specifications for each Structure setting forth the type and quality of all materials and workmanship and including a detailed finish schedule for all exterior materials, products and finishes, with actual samples of all exterior materials.
 4. A construction schedule specifying the commencement and completion dates of construction of the Structures, as well as such other dates as the Architectural Control Committee may specify for completion of stages of the Structures.
- B. A Lot Owner (including land contract and option purchasers of Lots from Association) shall submit two copies of the aforescribed documents to the Architectural Control Committee, and the Architectural Control Committee shall retain one copy of each document for its records.
- C. Association intends and desires that all Structures within the Subdivision be architecturally harmonious and architecturally pleasing and that the design and location of such Structures take into account the preservation of trees and the natural environment of the Subdivision. In order to insure that such goals are accomplished, the Architectural Control Committee shall, in its sole discretion, have the right to approve or disapprove the appearance, construction, materials, proposed location, design, specifications or any other attribute of any Structure.
- D. A Lot Owner may only construct, install or place upon a Lot those Structures that have been approved in writing by the Architectural Control Committee in the manner set forth herein. Before construction of any Dwelling or making any exterior improvement, change, or elevation changes upon any Lot, an Owner shall receive the written approval of the Architectural Control Committee. No application for a building permit or application for any other governmental approval or construction shall be filed until written approval of the Committee is received. No Structure shall be erected by anyone other than a licensed residential builder. The Architectural Control Committee shall approve in advance the licensed residential builder engaged by the Owner to construct a Dwelling and any other improvements on the Owner's Lot. The Architectural Control Committee may require that such builder or Owner furnish to the Association adequate security, in the Architectural Control Committee's sole discretion, to protect the Association against costs and expenses which it might incur in connection with the failure to complete construction in a timely and diligent manner in accordance with the approved plans and specifications for the Dwelling and other improvements.
- E. The following additional requirements, restrictions and regulations shall apply to all construction activities on Lots in the Subdivision unless waived in writing by the Architectural Control Committee:
1. The Architectural Control Committee shall have the right to establish and enforce such rules and regulations relative to the performance of construction activities within the Subdivision (whether or not in connection with the construction, repair or maintenance of a Dwelling or other Structure) as the Architectural Control Committee determines to be appropriate in order to maintain the tranquility, appearance and desirability of the Subdivision.
 2. All construction activities must be started within two (2) months of the time specified in the construction schedule submitted to and approved by the Architectural Control Committee. Prior to commencement of construction, the Owner must obtain all permits or approvals required by the Township.
 3. The erection of any Dwelling shall be completed and the Dwelling ready for occupancy within eighteen (18) months from start of construction. All Structures other than Dwellings shall be completed within three (3) months from start of construction. The exterior of all Dwellings and other Structures must be completed as soon as practical after construction commences, except where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergency or natural calamities. The repair of any Structure damaged by fire or otherwise shall be completed as rapidly as possible and should the Owner leave such Structure in an incomplete condition for a period of more than six (6) months, then the Association, or their authorized representative, is authorized and

empowered either to tear down and clear from the premises the uncompleted portion of such Structure, or to complete the same at their discretion, and in either event, the expense incurred shall be charged against the Owner's interest therein and shall be a lien upon said lands and premises as provided in Article V, above.

4. Prior to the commencement of any construction activities relative to the building of a Dwelling on a Lot, the Owner of the Lot (or the land contract or option purchaser of the Lot from Association) shall post with the Association a Five Hundred Dollar (\$500) deposit to ensure that during and after construction the road on which the Lot is located is maintained in a good and clean condition and free of any dirt, mud or other debris arising from the construction activities. The instructions for disposition of the deposit shall give the Association the discretion to determine whether or not the Owner of the Lot (or land contract or option purchaser of the Lot from Association) has complied with this paragraph.
5. No approval by the Committee shall be valid if the Structure of improvement violates any of the restrictions or requirements set forth in this Declaration, except in cases where waivers have been granted as provided for in this Declaration.
6. The Committee may disapprove plans because of noncompliance with any of the restrictions or requirements set forth in Articles VI and VII of this Declaration, or because of reasonable dissatisfaction with the grading and drainage plan, the location of the Structure on the Lot, the materials used, the color scheme, the finish, design, proportions, shape, height, style or appropriateness of the proposed improvement or alteration or because of any matter or thing which, in the reasonable judgment of the Committee, would render the proposed improvement or alteration inharmonious or out of keeping with the objectives of the Committee or with Structures erected on other Lots in the Subdivision.

F. For routine requests such as decks, additions, etc., the Architectural Control Committee shall have twenty-one (21) business days after the receipt of all required plans and specifications to issue a written approval or denial. If the Architectural Control Committee fails to issue a written approval or denial of the plans and specifications within twenty-one (21) business day period, then written approval will not be required and the plans and specifications shall be deemed to comply with this Article and Declaration. For plans submitted on undeveloped lots, the Architectural Control Committee shall have forty-five (45) business days after the receipt of all required plans and specifications to issue a written approval, denial or notice of extension so the board can seek a professional opinion.

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

ARTICLE VII

BUILDING, USE AND OTHER RESTRICTIONS AND EASEMENTS

A. **Residential Lots.** No Lot subject hereto shall be used except for residential purposes. No Lot in the Subdivision shall be used or shall have any improvement made to it or erected upon it in violation of the ordinances or requirements of Township or such other governmental entity as may have jurisdiction there over. No Structure shall be erected, altered, placed or permitted to remain on any Lot subject hereto other than one (1) detached Dwelling which shall include an attached private garage (which shall not exceed twenty-five (25) feet in height) for not more than three (3) cars for the sole use of the Owner or occupant of the Lot upon which such Dwelling and garage shall have been erected; provided, that each Dwelling constructed upon any Lot shall have at least a two (2) car garage attached thereto, constructed at the time of and in conjunction with construction of such Dwelling; and subject, further, to the additional Covenants, Condition and Restrictions hereinafter set forth and imposed upon and against the Lots, or any portions thereof.

B. Square Footage and Type of Construction. The Association intends and desires that all Structures within the Subdivision be architecturally harmonious and architecturally pleasing and that the design and location of such Structures take into account the preservation of trees and the natural environment of the Subdivision. All Dwellings within the Subdivision shall contain the following minimum square footage requirements:

- (i) single story: 1,600 square feet;
- (ii) one and one-half story: 1,800 square feet, with at least 1,000 square feet on the first floor; and
- (iii) two story, bi-level or multilevel: 1,800 square feet, with at least 1,000 square feet on the first floor.

The square footage areas of garage or basement shall not be included in computing whether the foregoing minimum square footage requirements have been met. The front elevation of each Dwelling will use brick, stone, or a combination of brick and stone for approximately one-third (1/3) of the front exterior wall of the Dwelling. The portion of the front wall area covered by brick or stone shall be calculated by first determining the area of the front wall net of all windows, doors and areas of architectural ornamentation and dividing the net front exterior wall area by the area covered by brick or stone.

C. Lot Size. No Lot shall be divided and/or reduced in size by the conveyance of a part thereof, or by the use and/or addition of a part thereof in conjunction with or as part of any adjacent Lot to constitute a building site other than precisely as indicated within the recorded Plat of the Subdivision; provided, however, that if any of the Lots shall be altered and reduced in total area by the taking, use or purchase of a portion thereof for a public purpose by a public agency, this provision shall not apply to prohibit the construction of a Dwelling upon such Lot as reduced in size.

D. Building Lines. No Structure shall be placed, erected, installed or located on any Lot nearer to the front, side or rear Lot line than the distances shown on the Plat and as permitted by the ordinances of the Township in effect at the time of installation of such Structure. Furthermore, all Structures shall meet the following setback requirements from the boundary lines of the Lot:

1. The front yard setback line shall be at least twenty-five (25) feet.
2. The rear yard setback line shall be at least thirty-five (35) feet.
3. The side yard setback line shall be at least four (4) feet per side, and the combined total width of the two (2) side yards on any Lot shall not be less than fourteen (14) feet; provided, however, where a side yard is on the road or street side of a Lot, such side yard setback line shall not be less than thirty-two (32) feet.

Front, rear and side yards smaller than above shall only be permitted if a variance from the setback or setbacks is granted by the Architectural Control Committee. A variance from the Township may also be necessary. Approval of a variance by the Architectural Control Committee of setbacks of less than those established above will be permitted if the grade, soil or other physical conditions pertaining to a Lot justify such a variance. The Architectural Control Committee, in its sole discretion, reserves the right to vary the above setback requirements to setbacks greater than those set forth above.

E. Trees. All Lot Owners (and land contract and option purchasers of any Lot from Association) shall comply with the Township's Woodlands ordinance then in effect, if any, in connection with any proposed tree removal.

F. Nuisances. No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the other Lots or Lot Owners.

G. Restrictions on the Use of Common Areas.

1. **Motor Vehicles.** All vehicles propelled by a motor, other than those used for maintenance purposes, including but not limited to snowmobiles, all-terrain vehicles, motorcycles, mopeds,

motor boats, automobiles, trucks and vans, are expressly prohibited from operation or storage in the Common Areas.

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

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

4. **Pets.** No Owner shall allow the Owner's dog or any other pet to run loose in the Common Areas.

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

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

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

8. **Rules and Regulations.** The Architectural Control Committee shall have the right to publish from time to time reasonable rules and regulations consistent herewith governing the use of Common Areas as well as other matters relating thereto.

H. Reservations of Rights. Association reserves for itself and their respective agents the right to enter upon any Lot for the purpose mowing, removing, clearing, cutting and pruning underbrush, weeds or other unsightly growth, which in the opinion of the Association detracts from the overall beauty, setting and safety of the Subdivision. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. Association and their respective agents may likewise enter upon such land to remove any trash which has collected on such Lot without such entrance and removal being deemed a trespass. The provisions of this paragraph shall not be construed as an obligation on the part of the Association to mow, cut or prune any Lot nor to provide garbage or trash removal services.

If it is necessary for the Association to enter a lot for the purposes already listed, the costs of clean up and maintenance shall be charged to the Lot owner. The Association may add to the actual cost of the clean up or maintenance a sum not to exceed twenty-five percent (25%) thereof, to cover the administrative costs associated with the undertaking. All costs incurred by the Association shall be paid within thirty (30) days of billing. Any costs not paid shall incur interest, and the Association shall have a lien on the Lot which shall be enforced in conjunction with the Association's collection policy.

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

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

K. Driveways and Garages. The location of all driveways shall be approved by the Architectural Control Committee prior to construction. All driveways shall be paved and shall be completed prior to the occupancy of the Dwelling to be served by such driveway, except to the extent delayed or prohibited by strikes or adverse weather conditions, in which event, such paving shall be completed within sixty (60) days after the termination of such strike or adverse weather conditions. No front entry garages are permitted unless approved the Architectural Control Committee.

L. Sidewalks. Each Lot in the Subdivision shall at the time of construction of a Dwelling thereon also have constructed and installed thereon a 4" thick concrete sidewalk, 5'0" in width, located 1'0" from the front property line of the Lot and running within the public right-of-way parallel to the adjoining street at the front of the Lot. Each corner of the Lot shall have two intersecting sidewalks constructed and installed on it in accordance with the specifications of the previous sentence, with one sidewalk running parallel with the adjoining street at the front of the Lot and the other sidewalk running parallel with the adjoining street at the side of the Lot. Each sidewalk on the Lot shall tie in with the sidewalk existing or to be built on the adjacent Lot(s), if any, and in the case of the corner Lots shall also connect into the adjoining street perpendicular to the sidewalk. Notwithstanding anything to the contrary, all sidewalks shall be constructed and installed in accordance with the requirements of the Road Commission for Oakland County and the Township. Sidewalks located in the public right-of-way immediately adjacent to a Lot shall be maintained, repaired and replaced by the Lot Owner of the Lot to which a sidewalk is immediately adjacent, not by the Association or any governmental entity. In order to provide flexibility and maintaining, repairing and replacing the sidewalks in the Subdivision, the Association, acting through its Board of Directors, and the affirmative vote of more than two-thirds (2/3) of the Lot Owners, may accept responsibility to maintain, repair, and/or replace sidewalks in the Subdivision. Nothing herein contained, however shall compel the Association to undertake such responsibility. Any such responsibilities undertaken shall be charged to the Owners on a reasonably uniform basis as determined by the Board of Directors and collected in accordance with the assessment procedures established under Article V of this Declaration.

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

N. Signs. No signs of any kind shall be displayed to the public view on any capital Lot except one (1) professional sign of not more the five (5) square feet advertising the property for sale or rent which shall comply with the design and color specifications attached Exhibit B. Such signs as are allowed must be maintained in good condition at all times and removed on the termination of their use.

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

P. Refuse and Stored Material. No Lot shall be used or maintained as a dumping ground or for outside storage for rubbish, trash, garbage or other materials. Other waste shall be kept in a sanitary container, properly concealed from public view.

Q. Street Trees and Landscaping. Each lot Owner shall be responsible to maintain and replace the street trees planted in the street right of way adjacent to the Owner's Lot. In the event any street tree dies, the Owner of the Lot abutting the right of way in which the street tree is planted shall replace the dead tree with a tree species approved by the township, in the minimum size required by the township, at the Lot Owner's sole cost and expense. If the Lot Owner fails to make such a replacement within thirty (30) days after

written request to do so from the Association, the Association may replace the tree and assess the Lot Owner with the cost of replacing the dead tree. Any such special assessment shall be a lien on the Owner's Lot as provided in Article V of the Declaration. The Association shall not be obligated to replace dead trees pursuant to this paragraph Q, any rights exercised hereunder being entirely at the discretion of the Association.

R. General Conditions:

1. **Trailers and Vehicles.** No trailers, boats, boat trailers, campers, RV's, junk cars, motorcycles, motor homes, commercial vehicles (other than those present temporarily on business for a period forty-eight (48) hours or less, if mandated by federal, state or local regulations), ATV's, snowmobiles, jet skis, other recreational vehicles of any kind, or any trailer used for any type or kind of vehicle may be parked in the Subdivision except within a private attached garage.

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

3. **Mailboxes.** All mailboxes shall be maintained by the party to whom the mailbox is addressed and shall be of uniform size, color and design in compliance with the standards set forth by the Association. All mailboxes shall be located uniformly with reference to the Dwellings in accordance with post office requirements.

4. **Green Technology.** Any green technology or energy-saving device affixed to an outside structure or otherwise visible on the Lot must be submitted to the Architectural Control Committee for approval prior to construction. In general, the Architectural Control Committee will ensure any green technology or energy-saving device approved will be harmonious and architecturally pleasing within the Subdivision. Certain technologies may require to be screened from view, based on the determination of the Architectural Committee. The Architectural Control Committee will determine in its sole discretion that the absence of green technology causes substantial hardship with respect to a particular Site. The Architectural Control Committee has the further reserved power to make reasonable modification to the restrictions of this paragraph to accommodate the use of technological innovations in the green energy field so long as it determines the changes benefit the Subdivision.

5. **Antenna Dishes.** No exterior antenna receiving devices, or satellite dishes of any kind or nature whether freestanding or mounted upon any Dwelling or other Structure shall be permitted, unless: (a) The device is a so-called "mini-dish" (not to exceed 18 inches in diameter) located in a location that is fully-screened from view and approved by the Architectural Control Committee; or (b) the Architectural Control Committee determines in its sole discretion that the absence of an outside antenna causes substantial hardship with respect to a particular Site. The Architectural Control Committee has the further reserved power to make reasonable modification to the restrictions of this paragraph to accommodate the use of technological innovations in the telecommunications field so long as it determines the changes benefit the Subdivision.

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

7. **Air Conditioning Units.** No external air conditioning unit shall be placed in or attached to a window or a wall of any Dwelling or Structure. No compressor or other component of a central air conditioning system (or similar system, such as a heat pump) shall be so located upon any Lot so as to be visible from the public street upon which such Lot fronts, and, to the extent reasonably possible, all such external equipment shall be so located on any Lot so as to minimize the negative impact thereof on any adjoining Lot, in the terms of noise and appearance. In general, such equipment shall be located at least twelve and one-half (12 ½) feet from any Lot boundary line and shall be completely screened by an evergreen landscape screening unless an exception is approved by the Architectural Control Committee.

8. **Exterior Elevation Variations.** No substantially similar front elevation (in both style and color) of any Dwelling shall be duplicated on any Lot less than three hundred (300) feet away along the front Lot lines, unless approved by the Architectural Control Committee. Different colors, building

material patterns, offsets, roof lines, porches, windows, doors and ornamental trim shall be used for Dwellings on adjacent Lots to avoid the appearance of repetition.

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

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

b. The ground mounted post for the basketball hoop shall be located at least five (5) feet from the side line of the Lot.

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

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

10. **Dog Kennels or Runs.** Dog kennels or runs or other enclosed shelters for permitted animals shall not exceed 150 square feet in size, shall be an integral part of the approved Dwelling, shall be located in the rear of the Dwelling only and shall extend no more than twelve (12) feet beyond the rear of the Dwelling. The location and design of fencing for dog kennels, runs and similar shelters shall be approved by the Architectural Control Committee and, if necessary, the Township. Any such fence shall be made of wood with a height not to exceed four (4) feet. If the fence is visible from a front or side street, it shall be screened with suitable landscaping, the suitability of which shall be determined by the Architectural Control Committee. Each Lot Owner must keep any such kennel, shelter or run in clean and sanitary condition. Underground pet fencing shall be no closer than 20 feet from the curb.

S. **Fences and Walls.** No fence or wall which surrounds the perimeter of a Lot shall be permitted. Fences in a side yard adjoining a public or private street shall not exceed forty-eight (48) inches in height, and all fences shall comply with the provisions of paragraph T of this Article VII. Where such fences abut a Common Area, no fence shall be erected except on condition that the Lot Owner of such Lot regularly cuts, cleans and maintains the area of such Lot between said fence and the Common Area. Wrought iron and other decorative fencing (but not fencing of the wire type commonly known as "Cyclone Fencing") may be used on any Lot for the purpose of enclosing a permitted swimming pool, in locations approved by the Committee. Any such approved and permitted fencing shall have a vertical balustrade pattern and no additional ornamentation. All fences are subject to approval by and permitting requirements of the Township and shall not exceed the minimum height permitted by the Township.

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

U. **Utility Easements.** Easements for the construction, installation and maintenance of public utilities, and for drainage facilities, are reserved as shown on the recorded Plat. Within all of the foregoing easements, unless the necessary approvals are obtained from the Township and any other appropriate municipal authority, no Structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such service facilities and utilities, including underground electrical and telephone local distribution systems, or which may change, obstruct or retard the flow or direction water in and through drainage in the easements, nor shall any change, which shall obstruct or retard the flow of surface water or to be detrimental to the property of others, be made by the occupant in the finished grade of any Lot once established by the builder upon completion of construction of the Dwelling

thereon. The easement area of each Lot and all improvements in it shall be maintained (in a presentable condition continuously) by the Lot Owner, except for those improvements for which a public authority or utility company is responsible, and the Lot Owner shall be liable to damage for service facilities and utilities thereon, including damage to electric, gas, and telephone distribution lines and facilities therein. Except as may be otherwise provided herein, each Lot Owner shall maintain the surface area of easements within his property, to keep weeds out, to keep the area free of trash and debris, and to take such action as may be necessary to eliminate or minimize surface erosion.

V. Public Utilities. All public utilities such as water mains, sanitary sewers, storm sewers, gas mains, electric and telephone local distribution lines, and all connections to same, either private or otherwise, shall be installed underground; provided, however, that the above ground transformers, pedestals, cable and/or other feeder pole lines, and other above ground electric and telephone utility equipment associated with or deemed necessary by The Detroit Edison Company and the Michigan Bell Telephone Company, or the Association for underground utility installations and distribution systems, and surface and offsite open drainage channels and facilities, as well as street lighting stanchions, shall be permitted. In addition, the Subdivision and each Lot therein is subject to the terms of an Agreement and to the terms of an Easement Grant and Declaration of Restrictions, in each case between the Association and the Detroit Edison Company and the Michigan Bell Telephone Company, which instruments may now be or will hereafter be recorded in the Oakland County Records, and in each case, relating to the installation and maintenance of underground electric and communication service and facilities, and which instruments are, by this reference, incorporated herein. Notwithstanding the foregoing, the provisions and requirements of this paragraph V and Article VII shall not apply to utility poles and lines existing as of the date hereof.

W. N/A

X. Wetland Preservation Areas. As shown on the Plat, the Subdivision is subject to a conservation easement that established the Wetland Preservation Areas, being wetland preservation easements across part of Lots 40, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65 and 66. Except as may be permitted in writing by the Township and the Michigan Department of Natural Resources, the Wetland Preservations Areas may not be graded, improved, landscaped, altered, disturbed, removed, constructed upon, filled or excavated for any purpose in any manner whatsoever. Nothing contained in the paragraph shall be construed to limit or prohibit the removal of diseased or dying trees, or the trimming or removal of trees which could or might reasonably be expected to cause injury to persons or property if left untended.

Y. Floodplain; Limits on Construction. The following restrictions regarding construction affected by the 100-year floodplain of the Subdivision established by the Michigan Department of Environmental Quality shown on the Plat, being elevation of 931 N.G.V. Datum throughout the Plat, shall not be amended without the written approval Michigan Department of Environmental Quality:

1. Any building used or capable of being used for residential purposes and occupancy within or effected by the 100-year floodplain shall:
 - a. have lower floors, excluding basements, not lower than the elevation defining the floodplain limits;
 - b. have openings into the basement not lower than the elevation defining the floodplain limits;
 - c. 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 V for type A construction and chapter 6 and class 1 loads found in the publication entitled "Flood Proofing Regulation," EP 11652 314, prepared by the office of the chief of engineers, United States Army, Washington, DC, June 1992;
 - d. be equipped with a positive means of preventing sewer backup from sewer lines and drains which serve the building, and

e. be properly anchored to prevent floatation;

2. There shall be no filling, construction or other form of alteration to the floodplain area shown on the Plat of the Subdivision without written approval from the Michigan Department of Environmental Quality.

3. These restrictions are to be observed in perpetuity, excluding from any time limitations set forth in this declaration and may not be amended.

ARTICLE VIII

ARCHITECTURAL CONTROL COMMITTEE

Except as otherwise expressly provided herein, the Architectural Control Committee shall have exclusive jurisdiction over the rights of approval and enforcement set forth in this Declaration. The Association shall have the exclusive right to appoint and remove all members of the Architectural Control Committee in its sole discretion until such time as certificates of occupancy have been issued for Dwellings on 100% of the Lots in the Subdivision. There shall be no surrender of this right prior to the issuance of certificates of occupancy of Dwellings in 100% of the Lots in the Subdivision, except in a written instrument in recordable form executed by Association and specifically assigning to the Association the power to appoint and remove the Members of the Architectural Control Committee. From and after the date of such assignment or later expiration of Association's exclusive power of appointment and removal, the Architectural Control Committee shall be appointed by the Board of Directors of the Association, and Association shall have no further responsibilities with respect to any matters of approval or enforcement set forth herein. The Architectural Control Committee shall consist of at least one but not more than three persons. Neither Association nor any Member of the Architectural Control Committee shall be compensated from assessments collected from the Members of the Association for the time expended in Architectural Control Activities.

ARTICLE IX

EXCULPATION FROM LIABILITY

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

ARTICLE X

GENERAL PROVISIONS

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

B. Amendment by Association. As provided in Article III, paragraph B, Association has reserved the right in the exercise of its sole and absolute discretion to amend this Declaration at any time and from time

to time until the earlier to occur of: (a) such time as title to not less than ninety (90%) percent of the Lots in the Subdivision and the Lots in any other Subdivision combined with the Subdivision pursuant to Article II have been conveyed by Association's delivery of deeds thereto; and (b) such time as Association shall execute and deliver to the Association a written instrument executed by the Association specifically relinquishing Association's exclusive voting rights pursuant to Article III, paragraph B of this Declaration.

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

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

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

IN WITNESS WHEREOF, Association has executed this Second Amendment on the day and year first above written.

Cranberry Estates Subdivision Association
a Michigan Non-Profit Corporation

by: _____
ELIZABETH GOCH
Its President

STATE OF MICHIGAN)
) S.S.
COUNTY OF OAKLAND)

On this _____ day of November, 2012, before me
a Notary Public in and for said County , appeared Elizabeth Goch,
President of Cranberry Estates Subdivision Association, and
acknowledged her signature hereon on behalf of the Association.

Notary Public
_____, County, Michigan
My Commission expires: _____

Drafted by and return to:
Edward J. Zelmanski P30530
Attorney at Law
Alexander, Zelmanski, Danner & Fioritto, PLLC
44670 Ann Arbor Road, Suite 170
Plymouth, Michigan 48170