

amended & restated

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FIRST AMENDED AND RESTATED
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS
FOR PHEASANT HILLS SUBDIVISION NO. 1 AND NO. 2

190037

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Pheasant Hills Subdivision No. 2 recorded in Plat 203 pages 7 thru 9
of Oakland County records

WHEREAS, SINGH OF NORTHLVILLE LIMITED PARTNERSHIP, a

Michigan limited partnership, whose address is 219 Elm Street,
Birmingham, Michigan 48088 (the "Declarant") is the developer of
a certain subdivision of land located on land in the City of
Northville, Oakland County, Michigan, as described in Exhibit A
attached hereto, known as Pheasant Hills Subdivision No. 1, a
Subdivision created pursuant to the plat thereof as recorded in
Liber 190, Pages 37, 38 and 39, Oakland County Records

#36 REG/DEEDS PAID

("Pheasant Hills Subdivision No. 1"); 0001 SEP.20'88 04:03PM
4074 MISC 87.00

WHEREAS, the Declarant has recorded a Declaration of
Easements, Covenants and Restrictions dated October 20, 1986 in
Liber 9680, pages 609 through 648, and rerecorded on January 10,
1987 in Liber 9728, Pages 665 through 704, Oakland County
Records (the "Declaration");

WHEREAS, the Declarant is the owner of fee simple
title to certain lands adjacent to Pheasant Hills Subdivision
No. 1; which lands are described in Exhibit B attached hereto,
and the Declarant desires to create a subdivision of land to be
known as Pheasant Hills Subdivision No. 2 ("Pheasant Hills
Subdivision No. 2") (Pheasant Hills Subdivision No. 1 and
Pheasant Hills Subdivision No. 2 are also referred to

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Ent.
Ent 22-33-451-000 - Pheasant Hills No. 1 7750
190037 recorded in Liber 190 pp. 37, 38 & 39

22-33-403-001 *?SE 1/4 Sec 33?* Liber 203 pp. 7, 8 and 9
22-33-426-013 *Nov 1* } Pheasant Hills No. 2
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individually as "Subdivision" and collectively as the "Subdivisions");

WHEREAS, the Declarant has reserved the power under the Declaration to amend the Declaration to subject additional subdivisions of land to the easements, covenants, restrictions, changes and liens set forth therein;

WHEREAS, the Declarant desires to amend and restate the Declaration to provide for the preservation and enhancement of the property values and amenities in both Subdivisions and for the maintenance of certain common areas (the "Common Areas"), as defined below, in both Subdivisions, and to subject both Subdivisions and the Common Areas situated in each of them to the easements, covenants and restrictions, charges and liens set forth herein, each and all for the benefit of both Subdivisions and each owner therein; and

WHEREAS, the Declarant has deemed it desirable for the efficient preservation of the values and amenities in the Subdivisions to create one legal entity to own, maintain and administer the Common Areas; to collect and disburse the assessments and charges hereinafter created; and to promote the recreation, health, safety, welfare, common benefit and enjoyment of the Owners';

NOW, THEREFORE, in consideration of the mutual benefits derived by the Declarant, its successors and assigns, and for all Owners of Lots in Pheasant Hills Subdivision No. 1

and all intending purchasers and future Owners of the various Lots comprising the Subdivisions, the Declarant, for itself, its successors and assigns, does hereby publish, declare and make known to all present Owners and intending purchasers and future Owners of the Lots comprising the Subdivisions, that the same will and shall be used, owned, held, and/or sold expressly subject to the following conditions, easements, covenants, restrictions and agreements which shall be incorporated by reference in all deeds of conveyance and contracts for the sale of said Lots and shall run with the land and be binding upon all grantees of individual Lots in the Subdivisions and on their respective heirs, personal representatives, successors and assigns.

ARTICLE I
DEFINITIONS

Section 1. Definition of Terms.

The words and phrases below are defined as follows:

- a. "Association" shall mean and refer to Pheasant Hills Homeowners' Association, a Michigan nonprofit corporation, its successors and assigns;
- b. "Builder" shall mean and refer to any person or entity who acquires a Lot for the purpose of engaging in and

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does engage in the business of constructing residential buildings for the purpose of resale and not for his own use;

c. "Bylaws" shall mean and refer to the bylaws of the Association;

d. "Common Areas" shall mean those areas of land within the Subdivisions (including the improvements thereto) now or hereafter owned by the Association for the common use and enjoyment of the Owners. The Common Areas to be owned by the Association will include the areas designated as parks on the Plats,

e. "Declarant" shall mean and refer to Singh of Northville Limited Partnership, a Michigan limited partnership, and its successors and assigns;

f. "Declaration" shall mean and refer to this First Amended and Restated Declaration of Easements, Covenants and Restrictions and any amendments as recorded in the office of the Oakland County Register of Deeds, State of Michigan;

g. "Lot" shall mean and refer to any numbered lot shown on the recorded plat of the Subdivisions;

h. "Member" shall mean and refer to those persons entitled to membership in the Association, as provided in this Declaration;

i. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Subdivision. When more than

one person or entity is the Owner of a Lot, all such persons or entities shall be Members. If any Lot is sold on a land contract, the land contract purchaser shall be considered the Owner. Those persons having any interest in a Lot merely as security for the performance of an obligation are not included;

j. "Parks" shall mean and refer to the nature preserves designated on the Plats as McDonald Park, Pond Island Park, Coldspring Park and Millpond Park, and any other areas subsequently designated as private parks or on the Plats.

k. "Plats" shall mean and refer to the plats of the Subdivisions, recorded or to be recorded in the office of the Oakland County Register of Deeds; and

l. "Subdivision" shall mean and refer to Lots 1 through 63, inclusive of Pheasant Hills Subdivision No. 1 and Lots 64 through 132, inclusive, of proposed Pheasant Hills Subdivision No. 2.

ARTICLE II

ESTABLISHMENT AND DEDICATION

Section 1. Establishment of Non-Profit Corporation.

There is hereby established an association of Owners of Lots 1 through 63, inclusive, Pheasant Hills Subdivision No. 1, and Lots 64 through 132, inclusive of Pheasant Hills Subdivision No. 2, to be known as the Pheasant Hills Homeowners'

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Association. The Association shall be incorporated and organized at any time not later than when ninety-five (95%) percent of the Lots are owned by persons other than the Declarant or any Builder. The Association shall be organized as a nonprofit corporation for a perpetual term under the laws of the State of Michigan and shall have such powers as are enumerated in this Declaration as well as those set forth in the corporate Articles and Bylaws for the Association.

Section 2. Dedication of Common Area.

The Declarant hereby dedicates and conveys to each Owner of a Lot in the Subdivisions a right and easement of enjoyment in and to the Common Areas and hereby covenants that within ten (10) years after the date the Plat has been recorded it will convey the Common Areas to the Association free and clear of all liens and encumbrances except as set forth herein. Title to the Common Areas shall vest in the Association subject to the rights and easements of record. The easement shall not be personal, but shall be considered to be appurtenant to the Lots and shall pass with the title to the Lots whether or not specifically set forth in the deeds of conveyance of the Lots.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment.

The Declarant hereby grants to each Owner and his respective successors and assigns, appurtenant, non-exclusive

and perpetual easements for pedestrian ingress and egress over the Common Areas.

Section 2. Limitations of Easements.

The rights and easements of each Owner in and to the Common Areas shall be subject to the following prior rights of the Association, the Declarant and/or third parties in addition to other limitations set forth in this Declaration.

a. The right of the Association to levy and collect assessments, as set forth in Article V, below; and

b. The right of the Association to suspend the voting rights and right to use the Common Areas by an Owner, for any period during which any assessment against his Lot remains unpaid and for any infraction by an Owner of the Association's published rules and regulations for the duration of the infraction and for an additional period thereafter not to exceed sixty (60) days.

Section 3. Delegation of Use.

Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment and use to the Common Areas to the members of his family, his invitees, his tenants or purchasers who reside on his Lot, subject to this Declaration, the Bylaws and any rules and regulations promulgated pursuant to either of them.

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Section 4. Utility and Storm Drainage Easements.

Private easements for public utilities are granted and reserved as shown on the Plats. The use of all or part of such easements may at any time or times hereafter be granted or assigned by the Declarant or its successors or assigns, to any person, firm, corporation, governmental unit or agency which furnishes such services or utilities.

No buildings may be constructed or maintained over or on any easements; provided, however, that after the aforementioned utilities have been installed, planting, fencing (where permitted), or other lot line improvements shall be allowed, so long as they do not violate the provisions of this Declaration and do not interfere with, obstruct, hinder or impair the drainage plan of the Subdivision and so long as access be granted, without charge or liability for damages, for the installation, maintenance, repair, replacement, modification and/or removal of the utilities, drainage lines and/or additional facilities.

Section 5. Signage.

Declarant reserves the right to own and maintain a sign at the entrance of the Subdivision which shall bear the name "Pheasant Hills" and the words "A Singh Development". If the sign is dedicated to the Association, the sign or any

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replacement sign shall continue to bear the aforesaid inscription in prominent letters.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership.

Every Owner shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of a Lot.

Section 2. Voting Rights.

Each Owner shall be entitled to one vote for each Lot owned. When more than one person owns an interest in a Lot, all such persons shall be Members and the vote for such Lot shall be exercised by the designated representative of the Co-Owners as they shall determine. The name of the designated representative shall be provided to the Association in writing at least ten (10) days prior to any meeting at which said designee intends to vote. In the case of a Lot Split, the vote for such Lot shall be exercised by the designated representative of the resulting Owners as they shall determine. In no event shall more than one vote be cast with respect to any one Lot. If notice of a designated representative is not properly given, the vote related to a Lot will be suspended in the event more than one person seeks to exercise said vote.

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Section 3. Adoption of Bylaws.

The Association shall adopt Bylaws for the purposes of providing for the election of officers and directors, the conduct of meetings and the governance of the Association, which shall comply with all requirements of the Michigan Nonprofit Corporations Act.

ARTICLE V

COVENANT FOR ASSOCIATION ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessments.

Each Owner of a Lot, by acceptance of a deed or execution of land contract to purchase a Lot, whether or not it shall be so expressed in such deed or land contract, is deemed to covenant and agree to pay to the Association: (1) annual general assessments and (2) special assessments. Such assessments shall be established and collected as hereinafter provided. The general and special assessments, together with interest thereon at the highest rate permitted by law, collection costs, including reasonable attorney's fees, shall be charged on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. The obligation of the Declarant and each Builder as to assessments is separately set forth in Section 3 of this Article.

Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, welfare, common benefit and enjoyment of the Owners in the Subdivision, and in particular for the improvement and maintenance of the Common Areas now or hereafter owned by the Association, for the payment of taxes and special assessments relating to the Common Areas, and facilities thereon and other property under the control of the Association, including any subdivision entrances, for planting and maintenance of trees, shrubs and grass; for the acquisition of additional Common Areas; for construction, operation and maintenance of recreational facilities; for caring for vacant Lots; for maintaining drainage facilities which service the Subdivision whether inside or outside of the Subdivision boundaries; for providing community services, and for obtaining insurance for the protection of the Owners and for establishing and maintaining appropriate reserves for those purposes.

Section 3. Rate of Assessment.

Both the general and special assessments shall be set by the Board of Directors at a uniform rate for all Lots. In the case of a Lot Split, the assessments for such Lot shall be divided between the resulting Owners on a formula based on their relative square footage. However, notwithstanding anything to the contrary contained herein or elsewhere in this Declaration,

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no assessment shall be levied against a Lot owned by the Declarant or any Builder except that Builders shall be assessed in the same manner as any other owner five (5) years after the date of the recording of the Plat of the Subdivision which relates to the particular Lot for which the assessment is made.

Section 4. Maximum Annual Assessment.

The annual assessments shall not exceed the following amounts:

a. Until January 1 of the year immediately following the first conveyance of a Lot to an Owner, excluding Builders, the maximum annual assessment shall be One Hundred (\$100.00) Dollars per Lot;

b. From and after January 1 of the year immediately following the first conveyance of a Lot to any Owner, excluding Builders, the annual assessment may be increased each year without a vote of the members by an amount of not more than ten (10%) percent of the assessment for the previous year; and

c. From and after January 1 of the year immediately following the first conveyance of a Lot to an Owner, excluding Builders, the annual assessment may be increased by an amount in excess of ten (10%) percent only by a vote of fifty-one (51%) percent of the Members or of proxies entitled to cast votes, at a meeting of the Association duly called for that purpose.

d. Notwithstanding anything in this article to the contrary, the annual assessment may be increased by the

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Association upon the recording of the Plat of Pheasant Hills Subdivision No. 2, but annual assessments in such case shall not exceed Two Hundred Fifty (\$250.00) Dollars per Lot without a vote of fifty-one (51%) percent of the Members or of proxies entitled to cast votes, at a meeting of the Association duly called for that purpose.

Section 5. First Assessment.

Upon purchasing any Lot from a Builder or the Declarant, an Owner other than a Builder shall be liable for the assessment for the year in which the Lot is purchased, which shall be prorated to the date of closing and payable upon closing. Such Owner shall also be liable for a one-time assessment of One Hundred (\$100.00) Dollars for working capital, which shall be payable upon closing.

Section 6. Special Assessments for Acquisitions and Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy against each Owner, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any acquisition of land or easements to be added to the Common Areas, the construction, reconstruction, repair or replacement of any improvement upon the Common Areas and other areas under the control of the Association, including subdivision entrances. Any special assessment shall have the consent of Members or of proxies entitled to cast fifty-one

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(51%) percent of the votes at a meeting duly called for the purpose.

Section 7. Notice and Quorum for Action Authorized Under Sections 4 and 6.

Written notice shall be sent to all Members not less than fifteen (15) days nor more than thirty (30) days in advance of any meeting called for the purpose of taking any action authorized under Sections 4 or 6 of this Articles. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty (50%) percent of the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8. Notice of Annual Assessments and Due Date.

The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period and determine whether the annual assessment will be payable on a monthly, quarterly, semi-annual or annual basis. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association, shall, upon demand, and for a reasonable charge,

furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate permitted by law. The Association may bring an action against the Owners obligated to pay the same or foreclose the lien against the Lot. No Owner may waive or otherwise avoid liability for the assessments by non-use of the Common Areas or abandonment of his Lot.

Section 10. Exempt Property.

All Common Areas and all other property exempt from taxation by state or local governments or dedicated for public use, shall be exempt from the assessment, charge and lien created herein.

Section 11. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and to any other contractual lien as to Lots owned by the Declarant. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien but not the obligation for

payment of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment becoming due after such sale or from the lien thereof.

Section 12. Right of City to Assess.

If the Association fails to levy and collect an assessment for maintenance and it becomes necessary for the City of Northville to incur expenses related to maintenance, the City of Northville shall have the right to be subrogated to the powers of the Association to levy and collect assessments and to enforce liens for the collection of such assessments.

ARTICLE VI

ARCHITECTURAL REVIEW

Section 1. Architectural Review Committee.

No building, fence, wall, deck, swimming pool, outbuilding or other structure, landscaping or exterior improvement shall be commenced, erected or maintained on any Lot, nor shall any exterior addition to or change or alteration therein or change in the exterior appearance thereof or change in the landscaping be made until the plans and specifications showing the kind, size, shape, height, colors, materials, topography and location of the same on the Lot shall have been submitted to and approved in writing by an architectural review

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committee (the "Committee"). The Committee shall be composed of three (3) persons appointed by the Declarant. Committee members are not required to be members of the Association, and may be employees, officers, directors, agents or affiliates of the Declarant. Each member of the Committee shall serve until he resigns or is replaced by a subsequent appointee. The Declarant shall delegate or assign its power of appointment of Committee members to its successors, assigns, or the Association after all Lots in each Subdivision have been sold to persons other than Builders. The Declarant may make such delegation at any time sooner in its sole discretion.

Neither the Declarant nor the Committee shall have any liability whatsoever for the approval or disapproval of any plans or specifications.

Section 2. Preliminary Plans.

Preliminary plans may first be submitted to the Committee for preliminary approval.

Section 3. Plans and Specifications.

Plans and specifications for final approval by the Committee shall include the following:

- a. Complete plans and specifications sufficient to secure a building permit in the City of Northville, including a dimensioned plot plan showing the Lot and placement of all improvements;

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b. Front elevation, side elevation and rear elevation of the building, plus elevations of any walls and fences;

c. A perspective drawing, if deemed necessary by the committee, to interpret adequately the exterior design;

d. Data as to size, materials, colors and texture of all exteriors, including roof covering and any fences and walls;

e. One set of blueprints to be left with the Committee until construction is complete;

f. A complete set of landscaping plans; and

g. Any other data, drawings or materials which the Committee requests in order to fulfill its function.

Section 4. Compliance with Building and Use Restrictions.

No approval by the Committee shall be valid if the structure or improvement violates any of the restrictions set forth in Article VII of this Declaration, except in cases where waivers have been granted as provided for in the said Article.

Section 5. Disapproval of Plans or Improvements.

The Committee may disapprove plans because of noncompliance with any of the restrictions set forth in Article VII of this Declaration, or because of dissatisfaction with the grading and drainage plan, the location of the structure on the Lot, the materials used, the color scheme, the finish, design, proportion, shape, height, style or appropriateness of the proposed improvement or alteration or because of any matter or

thing, which, in the judgment of the Committee, would render the proposed improvement or alteration inharmonious with, or out of keeping with, the objectives of the Committee, the Subdivision or with improvements erected or to be erected on other Lots in the Subdivision, including purely aesthetic considerations.

Section 6. Approval Time Schedule.

In the event the Committee fails to approve or disapprove plans within thirty (30) days after proper submission, then such approval will not be required, but all other limitations, conditions and restrictions set forth in the Declarations shall apply and remain in force as to such plans.

Section 7. Committee Approval.

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

Section 8. Review Fee.

The Committee may charge a review fee of a maximum of Two Hundred Fifty (\$250.00) Dollars to any Builder or Owner for the purposes of reviewing plans for the construction of a residence. The fee may not be utilized for the purposes of paying salaries to any members of the Committee but shall be utilized exclusively for the purposes of reimbursing actual

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expenses of the Committee, including but not limited to, professional review fees of independent consultants.

ARTICLE VII

BUILDING AND USE RESTRICTIONS FOR THE SUBDIVISION

Section 1. Use of Lots.

All Lots shall be used for single-family residential purposes only and no building of any kind whatsoever shall be erected, re-erected, moved or maintained thereon except one single-family dwelling house and appurtenant attached structures on each Lot as hereinafter provided. Each house shall be designed and erected for occupation by a single private family. A private attached garage for the sole use of the occupants of the Lot upon which the garage is erected must also be erected and maintained. Lessees of any Lot shall be subject to the terms and conditions of this Declaration, the Bylaws and all rules and regulations promulgated pursuant to this Declaration and the Bylaws, all of which shall be incorporated into the lease of any Lot by reference, and any violation of the same by a lessee shall be deemed to be a violation by the lessor-Owner and subject that Owner to the same penalties and sanctions as if the Owner himself violated the Declaration, Bylaws or any rules and regulations.

Section 2. Character and Size of Buildings.

No dwelling shall be permitted on any Lot unless, in the case of a one-story building, the living area thereof shall be no less than One Thousand Eight Hundred (1,800) square feet; in the case of a two-story building, the living area thereof shall be not less than Two thousand Two Hundred (2,200) square feet; and in the case of a quad-level or tri-level building, the living area thereof shall be not less than Two Thousand Two Hundred (2,200) square feet. No building greater than two and one-half (2 1/2) stories shall be constructed. All computations of square footage for determination of the permissibility of erection of residences under this section shall be exclusive of basements, attics, utility rooms, garages, porches or similar areas which are not normally classified as living areas. All garages must be attached or architecturally related to the dwelling. Garage doors shall not face the street on which the residence fronts. The Committee may grant such exceptions to this restriction as it deems suitable. No garage shall provide space for less than two (2) nor more than three (3) automobiles.

Section 3. Minimum Yard Requirements.

No building on any Lot shall be erected nearer than:

- a. Thirty (30) feet from the front lot line; nor
- b. Ten (10) feet from the side lot line; nor
- c. Thirty-five (35) feet from the rear lot line; nor

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d. Thirty (30) feet from the exterior side lot line on corner lots. Approval of a variance by the Committee and the City of Northville permitting front, rear or side yards smaller than the above minimums shall be deemed a valid waiver of this restriction.

Section 4. Floodplains.

Portions of certain Lots in the Subdivision are situated within an area designated as the floodplain of the Randolph Drain, as such floodplain is established by the City of Northville, by and through its engineering consultants, McNeely & Lincoln Associates. The floodplain areas have been established by the City of Northville and are of public record. Plan approvals shall be based on floodplain elevations established by the City of Northville's "Randolph Drain Analysis" as prepared by McNeely, Lincoln & Associates. For any such Lots, no grading, filling, excavating, paving or other occupation of the floodplain area shall take place without the prior approval of the City of Northville. Unless waived by the City of Northville, the following standards shall apply to each building constructed in the floodplain. Each building shall:

a. Have lower floor, excluding basements, not lower than the elevation of the contour defining the floodplain limits.

b. Have openings into the basement not lower than the elevation of the contour defining the flood plain limits.

c. Have basement walls and floors, below the elevation of the contour defining the flood plain limits, watertight and designed to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the flood plain limits following methods and procedures outlined in Chapter 5, type A construction and Chapter 6 for class 1 loads found in "Flood Proofing Regulations" EP 1165 2 314 prepared by the Office of the Chief of Engineers, U.S. Army, Washington, D.C., June 1972. Figure 5, Page 14.5 of the regulations show typical foundations drainage and waterproofing details. This document is available, at no cost, from the Department of Natural Resources' Hydrological Survey Division, Stevens T. Mason Building, Lansing, Michigan 48926, or Department of the Army, Corps of Engineers, Publications Depot, 890 S. Pickett, Alexandra, Virginia 22304.

d. Be equipped with a positive means of preventing sewer backup from sewer lines and drains which serve the building.

e. Be properly anchored to prevent flotation.

The City of Northville may, from time to time, adopt standards more stringent than the foregoing, and have done so as of the date of this Declaration. No plan approval shall be granted in conflict with the standards adopted by the City of Northville.

The provisions of this Section may not be amended, except for amendments to conform with changes in the rules and regulations of the Michigan Department of Natural resources, and shall not expire upon the termination of this Declaration.

Section 5. Repetition of Elevations.

The Committee shall not approve the use of any elevations which are substantially similar to elevations approved for any Lot within four hundred (400) feet of any lot line and on the same street as the proposed construction. Variety in colors or building materials shall be used for homes on adjacent Lots so as to avoid an appearance of repetition.

Section 6. Lot Splits.

Lot Splits are permitted, provided that the resulting parcels must include at least one entire Lot, and must also comply with Section 263 of the Subdivision Control Act of 1967, being Act No. 288 of the Public Acts of 1967, or provisions of succeeding law if any.

Section 7. Maintenance of Improvements.

Each Owner shall keep all improvements on his Lot in good condition and in good repair at all times.

Section 8. Animals.

No farm animals, livestock or wild animals shall be kept, bred or harbored on any Lot, nor shall any animals be kept or bred for commercial purposes. Domestic animals commonly deemed to be household pets may be kept by the Owner and members

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of his household so long as such pets shall have such care so as not to be objectionable or offensive to others due to noise, odor or unsanitary conditions. Any domestic animal kept by an Owner shall be kept either on a leash or in a run or pen, and shall not be allowed to run loose or unattended. No runs or pens shall be permitted to be erected or maintained unless located within the rear yard adjacent to a wall of the main dwelling or garage and facing the rear or the interior of the Lot, nor shall such runs or pens extend beyond the end of the dwelling or garage into the side yard. Such runs or pens shall not extend more than twelve (12) feet in any one dimension.

Section 9. Weapons.

No Owner of a Lot shall use or discharge within the Subdivisions, nor shall he permit or suffer any occupant of any Lot which he owns, or his or their invitees or guests, to use or discharge within the Subdivisions, any BB guns, firearms, rifles, shotguns, handguns, pellet guns, crossbows or archery equipment.

Section 10. Septic Tanks and Wells.

No septic tank systems shall be dug, installed, constructed or maintained on any Lot. No wells shall be drilled, dug, installed, constructed, or maintained on any Lot.

Section 11. Sight Distance.

No fence, wall hedge, or shrub planting which obstructs sight lines at elevations between three (3) and six

(6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the lot lines and a line connecting them at points twenty-five (25) feet from the intersection of the lot lines, or in the case of a rounded property corner, from the intersection of the lot lines as though extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of the sight lines.

Section 12. Temporary Structures.

Trailers, shacks, barns, or any temporary buildings of any description whatsoever are expressly prohibited and no temporary occupancy shall be permitted in unfinished buildings. Tents for entertainment or recreational purposes are permitted for periods not to exceed forty-eight (48) hours. The Declarant, any Builders or their subcontractors, and/or independent contractors contracting with an Owner, may erect temporary storage buildings for materials and supplies to be used in the construction of houses during the period when new houses are under construction in the Subdivision by the Declarant Builder, and/or independent contractor.

Section 13. General Conditions.

The following general conditions shall be in effect:

- a. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same

shall not be kept except in sanitary containers properly concealed from public view. Garbage containers shall not be left at the road side for more than twenty-four (24) hours in any one week;

b. No house trailers, commercial vehicles, boat trailers, boats, camping, recreational vehicles or camping trailers, horse trailers or other utility trailers or vehicles may be parked on or stored on any Lot; unless stored fully enclosed within an attached garage. Commercial vehicles and trucks shall not be parked in the Subdivision except while making normal deliveries or pickups in the normal course of business. However, a construction trailer may be maintained by each Builder or independent contractor contracting with an Owner during the period when new houses are under construction in the Subdivision by the Builder or independent contractor;

c. No laundry shall be hung for drying outside the dwelling;

d. The grade of any Lot in the Subdivision may not be changed after original construction without the written consent of the Committee;

e. No swimming pool may be built which is higher than one (1) foot above the final Lot grade. No swimming pool may be built unless some portion of the pool is within twenty (20) feet of the residence. All swimming pools must be constructed so that they drain into the storm sewer system only;

f. No radio, television or other communication antennas of any type will be installed on or outside of any residence. Antennas may be installed or placed in the interior of any residence;

g. No exterior lighting shall be installed so as to disturb the occupants of neighboring Lots or impair the vision of traffic on any street;

i. All utility lines, including electric, gas, telephone and cable television, must be installed underground.

Section 14. Sales Agency and/or Business Office.

Notwithstanding anything to the contrary herein, the Declarant and/or any Builders may construct and maintain a sales agency and/or a business office on any Lots which they may own, or may use a model house for such purposes. The Declarant and/or such Builders may continue to maintain such a facility for use as long as they have an ownership interest in any Lot.

Section 15. Lease Restrictions.

No Owner shall lease and/or sublet less than the whole of any dwelling on said Lot. No lease shall be for a period less than one (1) year.

Section 16. Exterior Surface of Dwellings.

The visible exterior walls of all dwelling structures shall be made of wood, brick, brick veneer, cut stone, or of any combination thereof. Vinyl siding, fieldstone, ledge rock or stucco may also be used, so long as any of these materials

alone, or in combination, do not exceed fifty (50%) percent of the total of all visible exterior walls. The Committee may grant such exceptions to this restriction as it deems suitable. The use of aluminum, asphalt, cement block, cinder, slag or plywood (unless finished in an approved imitation stucco or similar appearance), imitation brick is prohibited. Windows and doors made of unpainted aluminum or nonfactory painted aluminum are prohibited. Windows and doors shall not be included in calculating the total area of visible exterior walls.

Section 17. Fences and Walls.

No fence, wall or solid hedge may be erected, grown or maintained in front of or along the front building line of any Lot; provided, however, that low ornamental fencing along the front lot line in architectural harmony with the design of the house, may be erected. The side lot line of each corner lot which faces a street shall be deemed to be a second front building lot line and shall be subject to the same restrictions as to the erection, growth or maintenance of fences, walls or hedges as is hereinbefore provided for front building lines. All fences must be constructed of pressure treated wood, brick, stone, wrought-iron or the materials used for the construction of the exterior of the residence.

Section 18. Signs.

No sign or billboard of any kind shall be placed, erected or maintained on any Lot. The provisions of this

paragraph shall not apply to such signs as may be installed or erected on any Lot by Declarant, or any Builder during such periods as any residence is being used as a model or for display purposes, or for purposes of resale by an Owner.

Section 19. Driveways.

All driveways, aprons and parking areas must be paved with concrete, asphalt or brick pavers in the exclusive discretion of the Committee, and shall have a circular configuration. The Committee has the right to waive any of these requirements, at the exclusive option of the Committee. The driveways must be completed within six (6) months of occupancy.

Section 20. Sidewalks and Street Trees.

Sidewalks shall be installed as required by the City of Northville. Trees shall be planted in the right-of-way adjacent to each Lot between the sidewalk and the street as required by the City of Northville, and in accordance with the schedule of street trees as provided by the Declarant. Such trees shall have a minimum diameter of three (3) inches at a height which is (3) feet above the base.

Section 21. Destruction of Building by Fire, etc.

Any debris resulting from the destruction in whole or in part of any dwelling or building on any Lot shall be removed with all reasonable dispatch from such Lot in order to prevent an unsightly or unsafe condition.

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Section 22. Landscaping.

Any Owner taking occupancy of a newly constructed residence upon any Lot between September 1 and May 1 shall have his lawn finished graded and seeded or sodded by the next June 30. Any Owner taking occupancy of a newly constructed home between May 1 and August 30 shall have his lawn finished, graded and seeded, or sodded within sixty (60) days of occupancy. The Lot and the right-of-way contiguous to each Lot shall be kept free of weeds by the Owner, and shall be well-maintained at all times.

Section 23. Trees.

No living tree of a height of twenty (20) feet or more or more than six (6) inches in diameter at three (3) feet above the ground shall be removed without the approval of the Committee. The Owner shall treat or remove any diseased or blighted tree forthwith. Other than as permitted above, no person shall do any act the result of which could reasonably be expected to cause damage to or destruction to any tree.

Section 24. Wetlands.

Portions of certain lots are subject to a wetlands preservation easement as designated on the Plat. No Owner may grade or fill any such wetlands area, construct any improvements, erect any structures or otherwise disturb the natural characteristics of such wetlands area without the prior

approval of the City of Northville and the Michigan Department of Natural Resources.

Section 25. Setback Variance.

Lots 128 and 129 as designated on the Plat have received zoning variances from the City of Northville concerning setback requirements. No Owner of these Lots shall apply for or receive any further variance of front, side or rear setback requirements.

ARTICLE VIII

RESTRICTIONS ON THE USE OF COMMON AREA

Section 1. Litter and Pollution.

No Owner shall throw or allow to accumulate on his or any other Lot or the Common Areas trash, refuse, or rubbish of any kind. No Owner shall dump or other wise dispose of chemicals, motor oil, paint, gasoline or petroleum distillates in, over or within the Subdivisions or the sanitary or storm sewer drains serving the Subdivisions.

Section 2. Liability.

The Association shall maintain liability insurance in sufficient amounts for the purpose of protecting itself as well as the Owners, the Declarant and Builders from the burden of any liability resulting from accidents which may cause death or injury to anyone or damage or casualty to personal property

while in the Common Areas or on any property under the jurisdiction or control of the Association.

Section 3. Published Rules.

The Declarant reserves the right to publish from time to time reasonable rules and regulations consistent herewith governing the use of the Common Area as well as other matter relating thereto. The Declarant shall delegate or assign right to its successors, or the Association when ninety-five (95%) percent of all Lots in the Subdivisions have been sold to persons other than Builders. The Declarant may make such delegation at any time sooner in its sole discretion.

Section 4.. Use of Parks.

a. Neither the Declarant, the Association nor any Owner may construct any improvement or perform any excavation, erect any structure, land clearance, landscaping or engage in any other construction activity, in the Parks without the express approval of the City of Northville and the Michigan Department of Natural Resources.

b. The Parks shall be maintained and preserved solely for the following purposes:

- (i) the detention and flow of stormwater runoff;
- (ii) pedestrian ingress and egress;
- (iii) preservation of the trees, vegetation, flora and animal life forms existing naturally in the wetlands area of the Parks.

c. No Owner shall operate or permit his family members, tenants, invitees or guest to operate any motorized vehicle within the Parks, damage any biological organism existing within the wetlands area, impede the flow of stormwater in the Randolph Drain or otherwise take any action inconsistent with the purposes of the Parks as described in Paragraph (b) of this Section 4.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement.

The Declarant, the Association or any Owner shall have the right to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Declarant, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed an estoppel or a waiver of the right to do so thereafter.

The Declarant or the Association shall have the right to enter upon any Lot for the purposes of mowing, cutting, weeding or removing any unsightly growth which in the opinion of the Declarant or the Association detracts from the overall attractiveness of the health and welfare of the Subdivisions. The Declarant or the Association may enter upon the Lots for the

purpose of removing any debris or trash from the Lot. The Declarant or the Association shall be under no obligation to take such affirmative action. The Declarant or the Association shall provide the Owner seventy-two (72) hours notice prior to entry on the Lot except in the event of emergency threatening health or safety, in which case no prior notice shall be necessary. Any costs incurred in such action by the Declarant or Association shall be chargeable against the owner and shall constitute a lien against the Lot.

Section 2. Severability.

Invalidation of any one of these easements, covenants, restrictions or conditions by judgment or court order shall not affect any other provisions which remaining provisions shall continue in full force and effect.

Section 3. Amendment.

The covenants, restrictions and conditions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for an additional period of ten (10) years. The Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than sixty-seven (67%) percent of the Owners and thereafter by an instrument signed by not less than fifty-one (51%) percent of the Owners, except that amendments made by the Declarant for the purpose of adding

residential lots and/or Common Area to the Association and making this Declaration apply to such Lots and/or Common Areas shall not require the vote or signature of any Owners, the Association or any Members thereof. No amendment may be adopted without the consent of the Declarant at any time in which it owns one (1) or more lots in either Subdivision. Any amendment must be recorded with the Oakland County Register of Deeds before the amendment becomes affective.

Section 4. Assignment or Transfer of Rights and Powers.

Except as expressly limited by the Declaration, the Declarant reserves the right to assign to the Association, in whole or in part, from time to time, any or all of the rights, powers, titles, easements and estates hereby reserved or given to the Declarant including the right and power to approve or disapprove any use, act, proposed action, or any other matter or thing. Any such assignment or transfer shall be made by appropriate instrument, in writing, and such assignee shall thereupon have the same rights and powers, and be subject to the same obligations and duties as herein given, reserved to and assumed by the Declarant in connection with the rights, powers and easements so assigned, and such instrument when executed by such assignee shall without further act, release the Declarant from all obligations, duties and liabilities in connection therewith. The Declarant shall assign or transfer all such rights and powers no later than upon sale of ninety-five (95%)

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percent of all Lots in both Subdivisions to persons other than Builders, except for appointment of members of the Architectural Control Committee, which shall be transferred to the Association in accordance with Article VI, Section 1.

Section 5. Appointment of Declarant as Attorney in Fact.

All Owners, their successors and assigns hereby irrevocably appoint the Declarant as their agent and attorney in fact for the purpose of executing any document necessary to allow Declarant to do any thing which Declarant is entitled to do under the terms of this Declaration.

Section 6. Additional Signatories.

The Parties who, in addition to the Declarant, sign this Declaration, hereby accept, adopt, confirm, ratify and subject respective interest in the Subdivisions to the easements, covenants and restrictions contained herein.

Section 7. Effect on Prior Declaration.

Upon the recordation of this First Amended and Restated Declaration in the offices of the Oakland County Register of Deeds, the Declaration as originally recorded shall be of no further force or effect.

IN WITNESS WHEREOF, the Declarant, having obtained the consent of all the Parties with an ownership interest or security interest in the Subdivision, has executed this First

105981606

Amended and Restated Declaration on the 13th day of
September, 1988.

WITNESSED:

DECLARANT:

SINGH OF NORTHVILLE LIMITED
PARTNERSHIP, a Michigan limited
partnership

By: Singh Equity Corp., a Michigan
corporation General Partner

Susan E. Areddy
SUSAN E. AREDDY

G. Michael Kahn

G. Michael Kahn

By: Lushman S. Grewal
Lushman S. Grewal, Vice,
President

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this
13th day of September, 1988 by Lushman S. Grewal, who is the
Vice President of Singh Equity Corp., General Partner of SINGH OF
NORTHVILLE LIMITED PARTNERSHIP, a Michigan limited partnership, on
behalf of the partnership.

Susan E. Areddy
Notary Public, Oakland County, MI
My Commission Expires: SUSAN E. AREDDY
NOTARY PUBLIC - OAKLAND COUNTY, MICH.
MY COMMISSION EXPIRES 3-2-91

MORTGAGEE:

FIRST FEDERAL OF MICHIGAN, a federal
association

Stanley R. Marks
STANLEY R. MARKS

Maryann R. Ripari
MARYANN RIPARI

By: Charles G. Rowe
Charles G. Rowe, Vice President

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STATE OF MICHIGAN)
COUNTY OF WAYNE)
} SS.

The foregoing instrument was acknowledged before me this
12 day of September, 1988 by Charles G. Rowe, who is the
Vice President of First Federal of Michigan, a federal association.

Stanley R. Marks
Notary Public, Wayne County, MI
My Commission Expires: 6-23-91

DRAFTED BY AND WHEN RECORDED
RETURN TO:

Jeffrey A. Supowitz, Esq.
MAGER, MONAHAN, DONALDSON
& ALBER
2400 First National Building
Detroit, Michigan 48226
(313) 965-1700

STANLEY R. MARKS
Notary Public, Wayne County, Michigan
My Commission Expires June 23, 1991

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EXHIBIT A

A part of the Southeast 1/4 of Section 33, T1N-R8E, City of Northville, Oakland County, Michigan; more particularly described as commencing at the Southeast corner of said Section 33; thence North 89 degrees 47 minutes 32 seconds West 973.09 feet along the South line of said Section 33 and the centerline of Eight Mile Road; thence North 00 degrees 01 minutes 23 seconds West 60.00 feet; thence North 89 degrees 47 minutes 32 seconds West 602.52 feet, along the North right-of-way of said Eight Mile Road to the point of beginning; thence North 89 degrees 47 minutes 32 seconds West 893.00 feet along said North right-of-way line of Eight Mile Road; thence North 00 degrees 04 minutes 22 seconds East 2,246.35 feet; thence South 54 degrees 03 minutes 15 seconds East 286.91 feet; thence South 57 degrees 16 minutes 11 seconds East 97.21 feet; thence South 76 degrees 09 minutes 03 seconds East 211.35 feet; thence South 55 degrees 41 minutes 50 seconds East 172.33 feet; thence South 28 degrees 36 minutes 20 seconds East 62.33 feet; thence South 44 degrees 20 minutes 00 seconds East 150.00 feet; thence South 45 degrees 40 minutes 00 seconds West 395.04 feet; thence South 30 degrees 39 minutes 40 seconds West 186.64 feet; thence South 19 degrees 36 minutes 16 seconds West 109.54 feet; thence South 32 degrees 59 minutes 15 seconds West 64.05 feet; thence South 12 degrees 30 minutes 00 seconds West 155.00 feet; thence South 78 degrees 39 minutes 28 seconds East 151.46 feet; thence South 70 degrees 23 minutes 17 seconds East 136.36 feet; thence South 60 degrees 13 minutes 15 seconds East 93.04 feet; thence South 52 degrees 29 minutes 22 seconds East 93.04 feet; thence South 43 degrees 28 minutes 44 seconds East 154.16 feet; thence South 35 degrees 58 minutes 43 seconds East 130.10 feet; thence South 25 degrees 03 minutes 35 seconds East 140.49 feet; thence South 12 degrees 46 minutes 49 seconds West 124.54 feet; thence South 00 degrees 12 minutes 28 seconds West 118.60 feet; thence 25.68 feet along a curve to the right, said curve having a radius of 235.00 feet; a central angle of 06 degrees 15 minutes 40 seconds, and a chord bearing and distance of South 87 degrees 04 minutes 38 seconds West 25.67 feet; thence North 89 degrees 47 minutes 32 seconds West 42.36 feet; thence South 00 degrees 12 minutes 28 seconds West 210.00 feet to the point of beginning. All of the above containing 32.764 acres. All of the above being subject to easements, restrictions and right of ways of record.

EXHIBIT B

"PHEASANT HILLS NO. 2", a part of the Southeast 1/4 of Section 33, T1N-R8E, City of Northville, Oakland County, Michigan; more particularly described as commencing at the Southeast corner of said Section 33; thence North 89 degrees 47 minutes 32 seconds West 973.09 feet along the South line of said Section 33 and the centerline of Eight Mile Road; thence North 00 degrees 01 minutes 23 seconds West 60.00 feet, to the point of beginning; thence North 89 degrees 47 minutes 32 seconds West, 602.52 feet, along the North right-of-way of said Eight Mile Road, to the Southeast corner of "Pheasant Hills No. 1", as recorded in Liber 190 of Plats, on Pages 37, 38, and 39 of Oakland County Records; thence the following bearings and distances along the Easterly and Northerly line of said "Pheasant Hills No. 1": thence North 00 degrees 12 minutes 28 seconds East, 210.00 feet; thence South 89 degrees 47 minutes 32 seconds East, 42.36 feet; thence 25.68 feet, along a curve to the left, said curve having a radius of 235.00 feet, a central angle of 06 degrees 15 minutes 40 seconds, and a chord bearing and distance of North 87 degrees 04 minutes 38 seconds East, 25.67 feet; thence North 00 degrees 12 minutes 28 seconds East, 118.60 feet; thence North 12 degrees 46 minutes 49 seconds East, 124.54 feet; thence North 25 degrees 03 minutes 35 seconds West, 140.49 feet; thence North 35 degrees 58 minutes 43 seconds West, 130.10 feet; thence North 43 degrees 28 minutes 44 seconds West, 154.16 feet; thence North 52 degrees 29 minutes 22 seconds West, 93.04 feet; thence North 60 degrees 13 minutes 15 seconds West, 93.04 feet; thence North 70 degrees 23 minutes 17 seconds West, 136.36 feet; thence North 78 degrees 39 minutes 28 seconds West, 151.46 feet; thence North 12 degrees 30 minutes 00 seconds East, 155.00 feet; thence North 32 degrees 59 minutes 15 seconds East, 64.05 feet; thence North 19 degrees 36 minutes 16 seconds East, 109.54 feet; thence North 30 degrees 39 minutes 40 seconds East, 186.64 feet; thence North 45 degrees 40 minutes 00 seconds East, 395.04 feet; thence North 44 degrees 20 minutes 00 seconds West, 150.00 feet; thence North 28 degrees 36 minutes 20 seconds West, 62.33 feet; thence North 55 degrees 41 minutes 50 seconds West, 172.33 feet; thence North 76 degrees 09 minutes 03 seconds West, 211.35 feet; thence North 57 degrees 16 minutes 11 seconds West, 97.21 feet; thence North 54 degrees 03 minutes 15 seconds West, 286.91 feet, to the Northwest corner of said "Pheasant Hills No. 1", and a point on the Easterly line of "Abbey Knoll Estates", as recorded in Liber 189 of Plats, on Pages 22, 23, 24, and 25 of Oakland County records; thence North 00 degrees 04 minutes 22 seconds East, 352.00 feet, along the Easterly line of said "Abbey Knoll Estates" (recorded as South 00 degrees 38 minutes 08 seconds East),

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to a point on the East and West 1/4 line of said Section 33; thence South 89 degrees 38 minutes 23 seconds East, 1377.01 feet, along the East and West 1/4 line of said Section 33, to the Northwest corner of "Lexington Commons North", as recorded in Liber 131 of Plats, on Pages 14, 15, 16, and 17 of Oakland County records, and a point on the Southerly line of "Lexington Green No. 1", as recorded in Liber 170 of Plats, on Pages 10 and 11 of Oakland County records; thence South 00 degrees 00 minutes 26 seconds West, 1454.53 feet, (recorded as 1455.00 feet), along the Westerly line of said "Lexington Commons North", to the Southwest corner of said "Lexington Commons North", thence South 00 degrees 00 minutes 14 seconds West, 1001.64 feet, along the Westerly line of "Lexington Condo Homes", O.C.C.P. #110 (recorded as South 00 degrees 01 minutes 22 seconds West); thence South 89 degrees 47 minutes 32 seconds East, 115.42 feet, along said "Lexington Condo Homes" (recorded as South 89 degrees 47 minutes 13 seconds East, 115.50 feet); thence South 00 degrees 01 minutes 23 seconds East, 138.53 feet, along said "Lexington Condo Homes" (recorded as South 00 degrees 01 minutes 04 seconds East, 138.02 feet, to the point of beginning. All of the above containing 49.776 Acres. This plat contains 69 lots, numbered 64 to 132, both inclusive, and four (4) parks.

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