

Attention Home Owner,

BY-LAWS

There have been several concerns, issues and questions regarding what you can do and what you can't do in Whispering Meadow Subdivision.

For Example:

1. *Can I put a shed up?*
2. *What type of fence can I construct to provide privacy or to constrain my pet?*
3. *How long can a recreational vehicle be parked at my home?*

These answers can be found in The Whispering Meadow By-Laws - Declaration of Covenants, Conditions and Restrictions. Original and new homeowners should have received this at your closing. By law your title company should have given this document to you. If not, this document is enclosed. PLEASE READ!

ASH TREES - (Emerald Ash Borer)

Also if you haven't noticed the ash trees are dying or are dead representing 40% of our subdivision boulevards. When we established the association in 1993-94 one of the agreements was to replace a home owner's tree if it were to die, the cost would be covered by the association.

To date: We replace 2 ash trees on lot 36 with 2 Pears (Cleveland) \$615.00

We replace 1 little leaf linden on lot 1 with 1 little leaf linden \$650.00

As you can see these expenses are very high for one to two trees. We need to replace approx 22 trees at an average cost of \$400 to \$500 each = Total est. cost \$9,900 And that's not including tree and stub removal.

The subdivision was designed with 3 species of trees:

1. *Norway Maple (Emerald Queen)*
2. *Little Leaf Linden*
3. *Emerald Ash*

As you can see the ash is now history for Lower Michigan and needs to be replaced. My proposal would be to replace the Ash with a Pear (Cleveland) or the options of either the Norway or Linden.

*Other trees are optional under Cantons Guide Lines see website
http://www.canton-mi.org/PlanningServices/tree_images.asp*

For continuity in the landscape of the subdivision we must come to a conclusion on how we are going to handle this issue,

Canton has Tree Planting Partnership Program but is closed for 2004 and all available vouchers have been issued.

I printed off the Canton Township Planting Partnership Program Guidelines for your review.

We need to act fast; January 3rd Canton Tree planting partnership program will issue new vouchers up to 500 total. It's on a first come first served.

- Only 1 tree per lot owner and a max of \$200 per tree will be issued by Canton.
- Therefore we can get assistance up to \$1,800.00 from Canton.
- Example 9 home owners 9 lots = \$1,800.00

Here is my recommendation (Proposal A) to Whispering Meadows Home Owners Association. Subject to the fact that we have to date \$10,845.23 in savings.

Proposal: A

Removal of Trees and Stumps:

Art's Residential Tree Service (21 @\$30.00 each)	Cost \$600.00
(Grind stumps and remove tree and brush)	
(Home owners please remove stones, paver blocks or hard debris around tree prior to tree and stump removal)	

Whispering Meadows to purchase trees and plant ourselves.

Trailer fee	Cost \$ 80.00
Ball Cart	Cost \$ 10.00

Our cost for trees through Christensen's wholesale	
Norway Maple (Emerald Queen) 2.5-3" diameter	\$205.00
Pear (Cleveland)	2.5-3" diameter \$120.00
Little Leaf Linden (Greenspire)	2.5-3" diameter \$215.00

22 Trees at an average cost of \$180.00	Cost \$3,960
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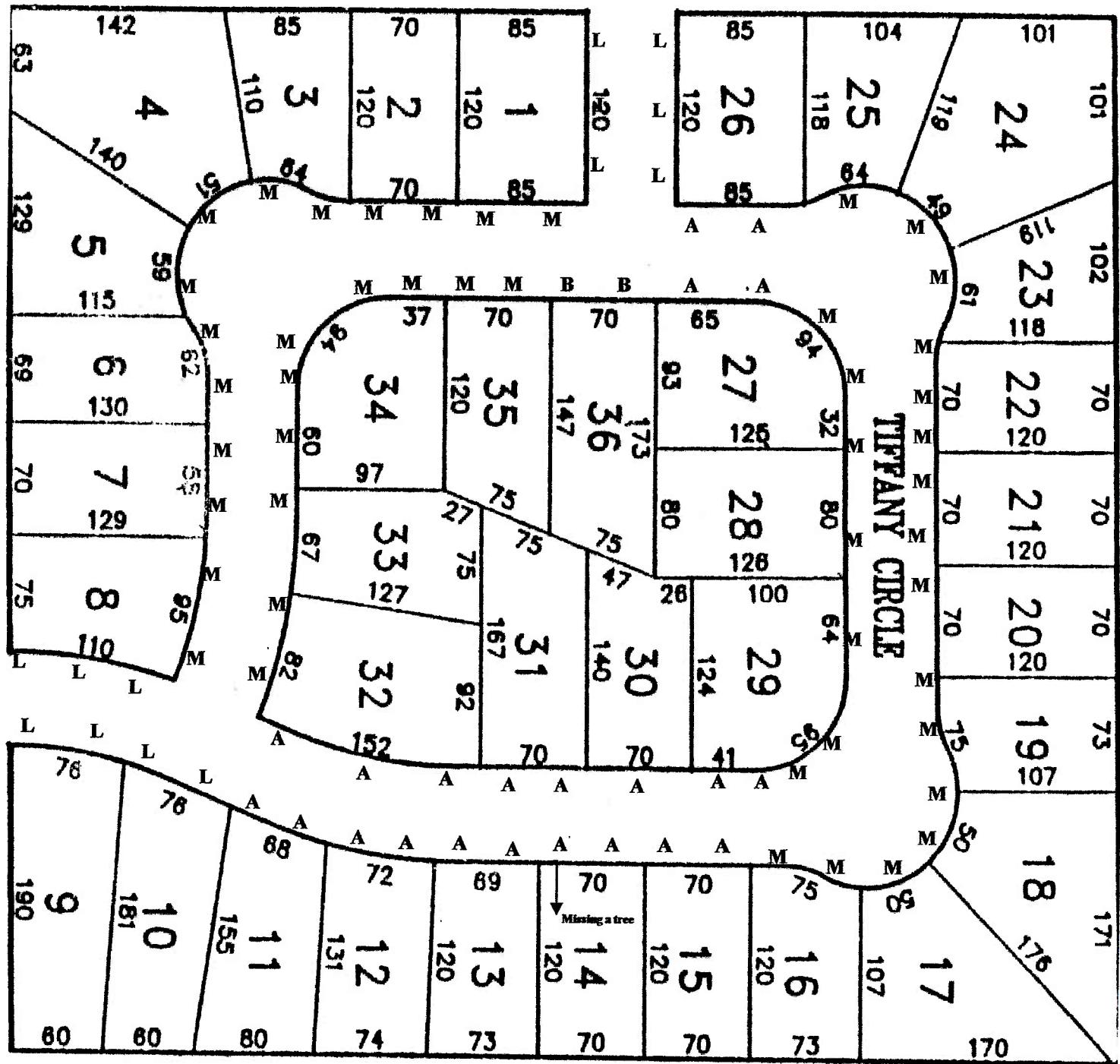
Proposal: B

Have a landscaping company plant and stake trees. Cost \$10,000

To get the best results in planting while the trees are dormant, Nov 1st or until the ground freezes and early spring is the best time to plant. This will ensure the trees to survive and blossom in the late spring.

Thank you,

Jeff Hayden
Treasurer



Lot 11	6714 Tiffany Circle	John & Patricia Barnes	2
Lot 12	6702 Tiffany Circle	George & Billie Jean Bowman	2
Lot 13	6732 Tiffany Circle	Mike & Debby Joseph	2
Lot 14	6744 Tiffany Circle	Sok Chon	2
Lot 15	6750 Tiffany Circle	Robert Barancewicz	2
Lot 26	6848 Tiffany Circle	Frank Kulas	2
Lot 27	6839 Tiffany Circle	Denise Kulas	2
Lot 29	6769 Tiffany Circle	Jasjit & Rashpal Takhar	2
Lot 30	6755 Tiffany Circle	Swadesh & Krishna Relan	1
Lot 31	6743 Tiffany Circle	Matt & Gina Meares	2
Lot 32	6921 Tiffany Circle	Home Owner?	3
22 Total			Canton will assist 1 tree per home @\$200.00each (\$1,800.00)

Approved Trees and Specifications

Deciduous/Shade Trees (2 ½ inch minimum caliper):

Red Maple (Red Sunset , October Glory)	Bradford Pear (Cleveland, Redspire)
Crimson King Maple (red leaves all year)	Zelkova
Norway Maple (Emerald Queen or similar)	Hackberry
White Oak	London Plane Tree
Swamp White Oak	Freeman Hybrid Maple (various)
Burr Oak	Trident Maple
Pin Oak	Gingko (Autumn Gold)
American Linden	Sweetgum
Little Leaf Linden	Hawthorne (upright thornless varieties)

Additional Trees allowed in Association Common Areas:

Evergreen (8 ft. minimum height in berm areas,
6 ft. minimum height in park areas)

Austrian Pine
White, Green or Blue Spruce
Norway Spruce
Concolor or White Fir

Ornamental (2" caliper or 6 ft. minimum height if multi-stemmed)

Flowering Crabapple	Redbud
Hawthorne(thornless)	River Birch
Kousa Dogwood	Serviceberry

Deciduous/Shade trees in interior park areas which are not irrigated may be 1 ½ inch minimum caliper.

Material Specifications:

Size: Minimum 2 ½ inch trunk caliper, balled and burlaped.

Quality: Premium Grade One or Specimen Grade. (No Park Grade material is acceptable).

Installation: Trees should be centered between the sidewalk and curb. The rootball should be positioned 2 to 4 inches above natural grade in areas without irrigation and up to 1/3 of the root ball above natural grade in areas with irrigation. Four inches of mulch should be provided but not placed directly against the trunk of the tree.

Staking: As recommended for specific tree by installing contractor.

Warranty: 1 year, 100% replacement warranty required.

Canton Township Tree Planting Partnership Program Guidelines

Applications

Applications for tree program vouchers will be processed on a first come, first served basis. Applications are available from the Planning Services office or can be printed off of the web site from the 'Forms and Publications' menu under Planning Services.

Program Guidelines

Any lot or parcel will be eligible for a maximum of 2 vouchers per program year for trees planted between the sidewalk and the curb line of the street.

Homeowner and Condominium Associations will be eligible for a maximum of 10 vouchers per program year for trees planted in the bermed park areas adjacent to a public street.

If an association is coordinating tree planting for street trees for individual lots or units, a combined application may be submitted with a detailed list of addresses and number of trees requested in accordance with the above limitations per lot or unit. In this case, the vouchers will be issued to the association.

If funds are still available after September 30 of each program year, Homeowner and Condominium Associations may apply for a maximum of 10 additional vouchers for planting trees in the interior park areas of their neighborhoods.

Issuance of the Voucher

If funds are available, an approved voucher will be sent to the applicant in the mail. The program participants will also receive a list of approved species tree species and planting specifications with the approved vouchers.

Purchasing the Tree

The resident may select an appropriate street tree from a licensed nursery and/or landscape contractor of their choice. The resident shall purchase the tree and coordinate with the nursery and/or landscape contractor for the installation of the tree. The minimum size of the street tree shall be 2 ½ inches in caliper and the resident must pay for a one year, 100% replacement warranty for the tree.

In association common areas, evergreens which are at least 8' in height or ornamental trees at least 2" in caliper may also be planted in the bermed park areas adjacent to a public street. In interior park areas, 1 ½ inch caliper shade trees and 6' tall evergreens may be planted.

Voucher Limitations and Reimbursements

The vouchers will be valid from the date of issuance until November 15 (planting season) of each program year and vouchers must be returned to Planning Services no later than November 30 for reimbursement.

The vouchers will reimbursed as follows:

- **Street Trees** (individual lots and association berm areas along public streets) will be reimbursed up to a maximum of \$200.00 or 50% of the actual cost of a 2 ½ inch caliper shade tree from the approved list (with the warranty), whichever is less.
- **Evergreen and ornamental trees** (planted in berm areas along public streets) will be reimbursed up to a maximum of \$150.00 or 50% of the actual cost of an 8' tall evergreen or 2 inch caliper ornamental tree from the approved list (with the warranty), whichever is less.
- **Shade Trees and evergreen trees** (planted in common interior park association areas) will be reimbursed up to a maximum of \$125.00 or 50% of the actual cost of a 1 ½ inch caliper shade tree or 6' tall evergreen tree from the approved list (with the warranty), whichever is less

Tree removal expense is not eligible for reimbursement. In order for the resident to receive payment, the vouchers must be completed by the resident, indicating size and species of tree planted, with a copy of the paid receipt attached. The voucher must also be signed by the program participant indicating that the tree has been planted and accepted. Once the voucher has been received by Planning Services, an inspection will be conducted to ensure the tree meets all of the required specifications and has been planted in the correct location(s). A check request will be submitted to finance for reimbursement of the approved amount.

Warranty

It will be the responsibility of the program participant to maintain the tree and coordinate with the vendor regarding warranty issues.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

WHISPERING MEADOWS SUBDIVISION

This Declaration is made on the 8th day of July,
1993, by UNITED DEVELOPMENT & INVESTMENT GROUP, INC., a Michigan
corporation, whose address is 1330 Goldsmith, Plymouth, Michigan
48170.

Plat recorded in Liber 106, Pages 6 through
8 inclusive.

Whispering Meadows Subdivision recorded in Liber
106, Pages 6 through 8 inclusive.

WHEREAS, Declarant is the owner of certain real property located in the Township of Canton, Wayne County, State of Michigan, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, Whispering Meadows Subdivision ("Subdivision"); and

WHEREAS, Declarant desires to impress the Subdivision with covenants, conditions and restrictions in order to insure its development as a desirable residential area; to prevent any use thereof which might tend to diminish its value; and to assure the harmony, attractiveness and utility thereof.

NOW THEREFORE, Declarant hereby declares that the Subdivision shall be held, sold, conveyed and otherwise transferred subject to the following covenants, conditions and restrictions (as amended from time to time), which shall run with the Subdivision and each lot therein, and which 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

"Declarant" shall mean UNITED DEVELOPMENT & INVESTMENT GROUP, INC., a Michigan corporation.

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

"Dwelling" shall mean the detached single-family residence which is to be built on each lot in the Subdivision.

ARTICLE II
RESTRICTIONS

The Subdivision and each lot therein shall be subject to the following restrictions:

1. All lots in the Subdivision to be sold or conveyed to individual Purchasers shall be used exclusively for single-family residential purposes. Except as specifically permitted herein, no structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling. No part of any dwelling or other structure shall be used for any activity normally conducted as a business.

2. No driveway, parking area, building, dwelling, deck, fence, wall, hedge or other improvement or structure shall be erected, placed or altered on any lot in the Subdivision until the following have been submitted to and approved in writing by Declarant:

a. A topographic survey showing the existing and proposed grades, the location or all trees in excess of nine (9) inches in diameter, the proposed location of each building or structure and the proposed location of drives, parking areas and other improvements;

b. Construction and architectural plans including dimensioned floor plans, typical sections and all elevations;

c. Specifications setting forth the type and quality of all materials and workmanship to be employed including a detailed finish schedule for all exterior materials, products and finishes, with actual brick, stain and shingle samples;

d. A landscaping plan showing finished grading, planting, sodding and lighting; and

e. A construction schedule.

Refusal of proposed locations, plans, specifications or construction scheduling may be based by Declarant upon any ground whatsoever, including purely aesthetic considerations which in the sole and uncontrolled discretion of Declarant shall be sufficient. Declarant intends to take into account the preservation of trees and the natural setting and may require landscape screening of improvements or structures in passing upon plans, specifications and the like. No alterations in the exterior materials or appearance including stain, paint or roofing colors of any building or structure nor any alteration in the landscaping plans may be made without written approval by Declarant. One (1) copy of all plans, specifications and related data shall be furnished to Declarant for its records.

3. No plans for any dwelling will be approved unless the proposed dwelling has the minimum square footage required from time to time by the Township of Canton IN addition, the dwelling must have minimum of the following square footages: for one (1) or one and a half (1 1/2) story dwellings - a minimum livable main floor area of 1400 square feet; for dwelling of two (2) stories - a minimum livable floor area of 1600 square feet. The terms "livable floor area" shall exclude garages, patios, decks, open porches, entrance porches, terraces, storage sheds and like areas, even if attached to the main dwelling. The term shall include enclosed porches if the roof of the porch forms an integral part of the roofline of the main dwelling. All garages must be attached or architecturally related to the dwelling. No garage shall provide space for less than two (2) automobiles. Carports are specifically prohibited.

4. Old and/or pre-existing buildings may not be moved onto any lot in the subdivision, and no used materials except reclaimed brick may be used in construction.

5. The exterior of all buildings must be brick, stone, wood, aluminum, vinyl or a combination thereof or such other materials as are deemed compatible with the building materials aforesaid in Developer's discretion. Visible exteriors of cement, slab, cinderblock, asbestos siding, concrete or imitation brick are prohibited.

6. No dwelling, building or other structure shall be placed, erected, altered or located on any lot nearer to the front, or rear lot line than is permitted by the ordinances of Canton Township in effect from time to time. Furthermore, all dwellings, buildings or other structures shall also meet the following setback requirements:

a. The front yard setback shall be at least 25 feet;

b. The side yard setback shall be at least 5 feet on one side and 10 feet on the other side, and at least 15 feet total; and

c. The rear yard setback shall be at least 35 feet.

Declarant shall have the right (but not any obligation) to permit setbacks less than those established above if, in its sole judgment, the grade, soil or other physical conditions pertaining to a lot justify such a variance.

7. Upon the completion of a dwelling on any of the lots in the Subdivision, the Owner thereof (and the word "Owner" as used herein is intended to mean the party who purchases a dwelling from the builder thereof and each subsequent purchaser) shall cause the lot owned by him to be finish graded and sodded and suitable landscaped as soon after completion as weather permits. No hydro seeding or mulching shall be allowed. All landscaping in the Subdivision shall be of an aesthetically pleasing nature, shall be well maintained at all time and shall include landscaping and street trees in the front yard and/or right-of-way in compliance with the requirements of Canton Township. Notwithstanding anything to the contrary herein, the planting of required trees and landscaping, including finish grading and the laying of sod, must be completed within ninety (90) days of closing, weather permitting. In the event the Owner of the lot moves into the residence during the winter months, such landscaping shall be completed no later than June 30 following Owner's closing on the property.

8. No animals or fowl (except two domesticated household pets) shall be kept or maintained on any lot, and household pets shall be confined to the lot. Pets causing a nuisance or destruction shall be restrained.

9. Dog runs for permitted animals must be an integral part of the approved dwelling and must be approved by Declarant and Canton Township relative to the location, design and type of fencing. Each lot Owner must keep any such shelter or dog run in a clean and sanitary condition. All dog runs described above shall not exceed one hundred fifty (150) square feet in area or four (4) feet in height, shall not project past the side walls of any dwelling so as to extend into either side yard (except on a corner lot the dog run may be placed in the side yard abutting the street), and shall not extend greater than twelve (12) feet beyond the rear of the dwelling. All dog runs must have landscape screening installed within thirty (30) days of the installation of the dog run or time established for landscaping in Article II, Paragraph 7, whichever is later, which screening shall be approved by Declarant prior to the commencement of the construction of the dog run.

10. No deck, fence, wall or hedge of any kind shall be erected or maintained on any lot without the prior written approval of Declarant and shall be in compliance with the Canton Township fence ordinance. No deck, fence, wall or hedge shall be located nearer to any front lot line than is permitted for dwellings under Paragraph 6 above. No deck, fence, wall or hedge shall be maintained or erected which blocks or hinders vision at street intersections. No chain link fences shall be permitted.

11. No mobile home, trailer, house or camping trailer, tent, shack, tool storage shed, barn, tree house or other similar outbuilding or structure shall be place on any lot at any time, either temporarily or permanently.

12. Trailers, trucks, boats, aircraft, commercial vehicles, campers or other recreational vehicles or other vehicles except passenger cars and passenger vans, shall not be parked or maintained on any lot unless in a suitable private garage which is built in accordance with the restrictions set forth herein. Notwithstanding anything to the contrary contained herein, the provisions of this paragraph shall not apply to the Declarant or to any other builder which Declarant may designate during the construction period or during such periods as any dwelling may be used for model or display purposes.

13. It shall be the sole responsibility of each lot owner to take all steps necessary to prevent his/her lot and any dwelling improvements and/or structures located hereon from becoming unsightly or unkempt or from falling into a state of disrepair so as to decrease the beauty of the Subdivision. No lawn ornaments, sculptures or statues shall be placed or permitted to remain on any lot without the prior written permission of Declarant.

14. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any animals or device or thing of any sort whose normal activities or existence is in any way noxious, noisy, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the reasonable enjoyment of other property in the neighborhood.

15. Swimming pools, including above ground swimming pools, may be erected provided that the pool is approved by the Architectural Control Committee (see Article III) and they do not exceed four (4) feet in height to the top of the pool deck and six feet six inches (6'6") to the top of any railing or structure surrounding the pool measured from the grade as established in the master grading plan of the Subdivision. Pools, related decks, patios and/or structures shall not extend into sideyards and shall be at least ten (10) feet from the rear lot line. All pools shall be fenced in a manner which complies with Canton Township Ordinances, provided, fencing shall not exceed the minimum length, width, and height required by the Township. All pools exceeding six (6) feet in width or diameter and/or thirty (30) inches high are considered "structures" as defined in Paragraph 2 of this Article II and must be submitted to Declarant for review in accordance with the referenced paragraph. All pools and related structures and improvements shall be property maintained and supplies and equipment stored in the garage, basement or an appropriate structure which is architecturally related to the garage or residence.

16. All driveways and approaches shall be paved with concrete and shall be completed prior to occupancy, except to the extent prohibited by strikes or weather conditions, in which case the paving shall be completed within thirty (30) days of the termination of the strike or adverse weather. Developer may waive this requirement due to unavailability or excessive cost of materials.

17. No large trees measuring eight (8) inches or more in diameter at forty eight (48) inches above ground level may be removed without the written approval of Declarant. Prior to commencement of construction, each lot owner shall submit to Declarant for its written approval a plan for the preservation of trees in connection with the construction process. It shall be the responsibility of each lot owner to maintain and preserve all large trees on its lot, which responsibility includes welling trees, in necessary.

18. Declarant reserves for itself and its agents the right to enter upon any residential lot for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth which in the opinion of Declarant detracts from the overall beauty, setting and safety of the Subdivision. Such entrances for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. Declarant and its agents may likewise enter upon such land to remove any trash which has collected on such lot without such entrance and removal being deeded a trespass, and the cost of any service performed on said residential lot shall be billed to the lot owner. The provisions of this paragraph shall not be construed as an obligation on the part of Declarant to mow, clear, cut or prune any lot nor to provide garbage or trash removal services.

19. No laundry shall be hung for drying in such a way as to be visible from any street in the Subdivision.

20. The grade of any lot or lots in the Subdivision may not be changed without the written consent of Declarant. This restriction is intended to prevent interference with the master drainage plans for the Subdivision.

21. No "through the wall" air-conditioners may be installed on the front or side of any dwelling or structure in the Subdivision.

22. No outside compressor for central air-conditioning units or other similar machinery may be located other than in the rear yard and within five (5) feet of a real wall of the dwelling located thereon and shall not project past the sidewall of the dwelling so as to extend into a side yard. On corners lots, air-conditioning compressors may be placed in the side yard abutting the street provided screening is installed pursuant to a landscape and screening plan which has been approved by the Declarant.

23. Basketball backboards or baskets may be installed only in the front or rear yard of each lot and shall be located not more than twelve (12) feet from the dwelling or garage and shall not project into the side yard of any lot whether free standing, attached to a dwelling, garage or any other structure when the dwelling constructed on the lot has a front entry garage or is located on a corner lot. If the dwelling is constructed with a side entry garage, the basketball backboard or basket is to be located in the sideway provided it is not more than twelve (12) feet from the dwelling or garage.

24. All dwellings must be connected to Canton Township water and sanitary sewer system.

25. The use of any B-B guns, firearms, air rifles, pellet guns, bow and arrow, sling-shot or any other weapon of any kind, is prohibited in the Subdivision.

26. Notwithstanding anything to the contrary contained herein, Declarant and/or builder or builders which Declarant may designate, may construct and maintain one or more model homes on any lot or lots in the Subdivision and may use such model home(s) for the purpose of promoting the sale of homes and lots in the Subdivision.

27. No commercial signs, except "for sale"! signs of a normal and usual size, shape and material, shall be erected or maintained on any lot except with the written permission of Declarant or except as may be required by legal proceedings. If such permission is granted, Declarant reserves the right to restrict size, color and content of such signs. All property identification signs, mailboxes, delivery receptacles, yard lights and the like shall be of a standard color, size and style determined by Declarant and shall be erected only in areas designated by Declarant. Notwithstanding anything to the contrary contained herein, Declarant may construct and maintain sales signs on lot(s) of their choosing until such time as all of the lots in the Subdivision have been sold by them.

28. No outside television antenna or other antenna, aerial, satellite dish, saucer or similar device shall be placed, constructed, altered or maintained on any lot unless Declarant determines, in its sole discretion, that the absence of an outside antenna creates substantial hardship with respect to a particular lot.

29. The stockpiling and storage of building and landscaping materials and/or equipment shall not be permitted on any lot except if such materials and/or equipment may be used within a reasonable length of time, but in no event shall the storage of landscape material extend for a period of more than thirty (30) days. This paragraph shall not apply to Declarant and/or to any builder which Declarant may designate during the construction period of new dwellings in the Subdivision.

30. Any debris resulting from the destruction in whole or in part of any dwelling, improvement or structure on any lot in the Subdivision shall be removed with all reasonable dispatch from such lot in order to preserve the sightly condition of the Subdivision.

31. No substantially similar from elevation in style and color of any dwelling shall be duplicated on any lot less than every other lot along the front lot lines unless approved by Declarant or the Architectural Control Committee as provided in Article III, Paragraph 2.

32. Declarant reserves perpetual, alienable and releasable easements, and the right to go on, over and under the lots in the Subdivision, as shown on the final plat, for purposes of installing and maintaining all public utilities and conveniences, including, but not limited to: sanitary sewers, storm sewers, water and drainage lines, electric and telephone wires, cables, and conduits, water mains, gas lines and cable T.V. lines. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, to perform any grading of the soil or to take any other similar action reasonably necessary to provide economical and sage utility installation and to maintain reasonable standard of health, safety and appearance. Such rights may be exercised by any licensee of Declarant, but this reservation shall not be considered an obligation of Declarant to provide or maintain any such utility or service.

33. Each Lot owner in the Subdivision shall install, own, maintain, repair and replace at his sole expense, electrical service conductors and telephone facilities from the public easements to the dwelling located on the lot. Each lot owner shall be solely responsible for any injury to persons or property occurring during the installation or maintenance of said services.

34. No shrubs or foliage shall be permitted on any lot within five (5) feet of any transformer enclosures or secondary connection pedestals.

35. Declarant has designated certain lands in the Subdivision for surface water accumulation in connection with the proposed drainage easements (as shown on the plat for the Subdivision), and Declarant hereby covenants for itself, its successors and assigns that such lands shall continue to be used in such manner so as to facilitate the proper drainage of the Subdivision and shall be subject to a perpetual and permanent easement in favor of the Wayne County Drain Commissioner and the County of Wayne (collectively referred to as "Grantee"), and Grantee's successors, assigns, and transferees, in, over, under and through the property described in Exhibit "A" hereto, which easement may not be amended or revoked except with the written approval of Grantee, and which contains the following terms and conditions and grants the following rights:

a. The easement shall be for the purposes of developing, establishing, constructing, repairing, maintaining, deepening, cleaning, widening and performing any associated construction activities and grading in connection with, any type of drainage facilities, storm drains and sanitary sewers.

b. The Grantee shall have the right to sell, assign, transfer or convey this easement to any other governmental unit.

c. No owner in the Subdivision shall build or convey to others any permission to build any permanent structures on the said easement.

d. No owner in the Subdivision shall build or place on the area covered by the easement any other type of structure, fixture or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either actual or threaten to impair, obstruct, or adversely affect the rights of Grantee under said easement.

e. The Grantee and its agents, contractors and designated representatives shall have right of entry on, and to gain access to, the easement property.

f. All owners in the Subdivision release Grantee and its successors, assigns or transferees from any and all claims to damages in any way arising from or incident to the construction and maintenance of a drain or sewer or otherwise rising from or incident to the proper and reasonable exercise by Grantee of its rights under the said easement, and all owners covenant not to sue Grantee for any such damages, provided that the actions of Grantee and/or its successors, assigns or transferees were proper and reasonable under the circumstances giving rise to the incident.

The rights granted to the County of Wayne and/or Wayne County Drain Commissioner and their successors and assigns, under this Paragraph 35 may not, however, be amended without the express written consent of the Grantee hereunder. Any purported amendment or modification of the rights granted hereunder shall be void and without legal effect unless agreed to in writing by the Grantee, its successors or assigns.

36. No dwellings, improvements or structures may be constructed or maintained over or on any easements; provided, however, that after the aforementioned utilities have been installed, such areas may be sodded. All other planting or lot-line improvements of any type over or on said easements shall be allowed only upon prior written approval of Declarant, and only so long as they do not interfere with, obstruct, hinder or impair the drainage plan of the Subdivision, and so long as access is granted, without charge or liability for damages, for the maintenance of the utilities and underground drainage lines so installed, surface drainage and/or for the installation of additional facilities.

37. Easements shall be and are hereby reserved to Declarant for the erection, maintenance, repair, alteration, improvement and replacement of the subdivision entrances, walls, gates, signs, ornamental lights, sprinkling systems and other items which benefit the Subdivision as a whole, on, over and through such lands in the Subdivision as shall be subsequently designated by Declarant.

38. The design, construction, type of material and color used for the Subdivision entranceways, gates, walls, fences and any other ornamental structures which Declarant may install or erect in the Subdivision, and the design and materials used in any landscaping installed in, on or around any of the aforementioned structures and improvements or elsewhere in the Subdivision (including parks, park circles, or outlets) (collectively referred to as "Subdivision Improvements") shall not be altered without the prior written consent of Declarant, nor shall any additions be made thereto without Declarant's prior written consent. No assignment or transfer of Declarant's rights or powers pursuant to Article III or IV hereof shall give any

other entity the right to approve any additions or alterations to the above mentioned Subdivision Improvements unless expressly provided for in writing by Declarant. All costs incurred in connection with the maintenance, repair and replacement of the above-mentioned Subdivision Improvements, including any public sprinkling systems installed thereon, shall be the sole responsibility of all lot owners in subdivision, and said Subdivision Improvements shall be maintained in such a manner as to assure and promote the attractiveness and pleasurable enjoyment of the Subdivision. Such costs shall be assessed and collected according to the provisions of Article IV hereinafter set forth.

39. Each lot owner in the Subdivision shall be responsible for constructing, maintaining and cleaning and shoveling the snow from a sidewalk across the County right-of-way which is contiguous and between the paved roadway and his/her lot in such location as Declarant shall designate. The sidewalk shall be constructed of concrete and shall be for the use and enjoyment of all of the lot owners in the Subdivision and their families, guests, licensees and invitees.

40. Garage doors shall be kept closed, except as necessary for normal garage use, maintenance and cleaning.

ARTICLE III

ARCHITECTURAL CONTROL COMMITTEE

1. At such time as all of the lots in the Subdivision are sold by Declarant and dwellings are erected thereon, or at such earlier time as Declarant may, in its sole discretion, elect, Declarant may assign, transfer and delegate to an Architectural Control Committee all of its rights to approve or refuse to approve plans, specifications, drawings, elevations or other matters with respect to the construction or location of any dwelling, deck, fence, wall, hedge, pool or other structure on any lot in the Subdivision. Thereafter, the Architectural Control Committee shall exercise all of the authority and discretion granted to Declarant in Article II above relative to approving or disapproving such matters, and Declarant shall have no further responsibilities with respect to such matters. The Architectural Control Committee shall be comprised of up to five (5) members to be appointed by Declarant. Declarant may also transfer its right to delegate members of the Architectural Control Committee to the homeowners association for the Subdivision. Until such event, Declarant reserves the right to appoint and remove members of the Architectural Control Committee, in its sole discretion.

2. Any submission to Declarant or the Architectural Control Committee for any approval provided for under this Declaration shall be in writing and shall conform to Paragraph 1 of Article II above. The parties acknowledge that the primary purpose for providing for architectural control is to ensure the proper and harmonious development of the Subdivision in order to maximize the aesthetic beauty of the Subdivision and its blending with the surrounding area. To this end, Declarant or the Architectural Control Committee, as the case may be, shall be deemed to have broad discretion in terms of determining what dwellings, decks, fences, walls, hedges or other structures will enhance the aesthetic beauty and desirability of the Subdivision or otherwise further or be consistent with the purpose of any restrictions. In no event shall either Declarant or the Architectural Control Committee have any liability whatsoever to anyone for their approval or disapproval of plans, drawings, specifications, elevations or the dwellings, decks, fences, walls, hedges or other structures subject thereto whether such alleged liability is based on negligence, tort, express or

implied contract, fiduciary duty or otherwise. By way of example, neither Declarant nor the Architectural Control Committee shall have liability to anyone for approval of plans, specifications, structures or the like which are not in conformity with the provisions of this Declaration, or for disapproving plans, specifications, structures or the like which arguably are in conformity with the provision hereof.

ARTICLE IV

HOMEOWNERS ASSOCIATION RIGHTS AND RESPONSIBILITIES

1. There shall be formed a homeowners association for the Subdivision and any additional phases to the Subdivision ("Association") which shall be comprised of property owners (including land contract purchasers) of one or more lots in the Subdivision or any additional phases to the Subdivision. The Association shall be organized as a non-profit corporation for a perpetual term under the laws of the State of Michigan. The Association shall be incorporated prior to the sale of any lots in the Subdivision but in any event within ninety (90) days following the recording of the final plat of the Subdivision. Membership in the Association shall be mandatory for each lot owner and any successive owner of lots in the Subdivision. All voting in Association affairs shall be on a one vote per lot basis. In order to pay the cost of carrying out its responsibilities hereunder, the Association may levy fees, dues or assessments on each lot in the Subdivision, whether or not the lot owner is an active member of the Association, except for lots owned by Declarant or by a builder prior to occupancy. In no event shall Declarant or such a builder be obligated to pay any fees, dues or assessments to the Association. All such fees, dues or assessments shall be charged equally to each lot, and may be enforced through the lien provided for in Paragraph 2 of this Article or by any other lawful means of collecting debts. The minimum annual fee for the upkeep of the open space areas shall be \$100.00. The bylaws of the Association shall be provided for a Board of Directors of no less than five (5) members not more than fifteen (15) members, provided that such Board of Directors may be appointed by the Declarant until such time as not more than eighty percent (80%) of the lots in said Subdivision shall have been sold by the Declarant or builders with dwellings located on said lots. Thereafter the Board of Directors shall be elected by the lot owners.
2. Any fees, dues or assessments established by the Association, and any amounts or expenses incurred in enforcing these restrictions which are reimbursable under Article V below, shall constitute a lien on the lot or each lot owner responsible for such fees or expenses. Declarant or the Association, as the case may be, may enforce the lien by recording appropriate instruments confirming the existence of the lien and foreclosing the lien by appropriate legal action. In such legal action, a court of competent jurisdiction shall be empowered to order a sale of the lot subject to the lien in order to satisfy the lien. the lien shall be subordinate and junior to the lien of any first mortgage securing a loan for the acquisition of improvement of any lot in the Subdivision. Notwithstanding anything to the contrary contained herein, the sale or transfer of any lot shall not affect the lien arising out of the failure to pay any fees, dues or assessments when due. All fees, dues or assessments which shall remain due and unpaid on February 1 of the year in which said charges become due and unpaid shall thereafter be subject to interest at the highest legal rate allowable as of said February 1.
3. Any sale or purchase of a lot in the Subdivision shall be subject to such bylaws for the Association as Declarant may hereafter establish, and each lot owner agrees to abide by and observe such bylaws. Until the Association is created, Declarant shall have the right to modify, amend or supplement the bylaws, and so long as they are reasonable, any such

modifications, amendments or supplements shall have retroactive effect to July 8, 1993. When the Association is created, it may amend or modify the bylaws upon the affirmative vote of seventy-five percent (75) of the lot owners, but such amendment or modification shall not have retroactive effect.

4. The Association shall use the fees, dues or assessments collected for such purposes as the Association shall determine as necessary and advisable, including, but not limited to: Improving and maintaining entryways and cul-de-sac islands of the Subdivision; open space areas, if any; planting and maintaining trees and shrubbery; collecting and disposing of garbage, ashes and rubbish; caring for vacant property; removing grass or weeds; establishing and operating any community programs and facilities which in the opinion of the Association benefit the general welfare of the members; expenses incident to the examination of building plans and specifications and the enforcement of these restrictions or any other building restrictions applicable to future phases of the Subdivision or for any other purposes for which the Association is incorporated.

5. The Association shall have the authority to make and enforce regulations pertaining to the use and maintenance of the open space areas, if any, and those lands used for surface water accumulation in connection therewith. Such regulations shall be binding upon each and every lot owner in the Subdivision but shall not be inconsistent with the provisions of the township or county.

6. All lot owners of the Subdivision and guests accompanying said lot owners shall have equal access to open space areas, if any, subject to reasonable Association regulations. Open space areas, if any, shall be vested in the Association for the benefit of the lot owners and subject to the right and easement of enjoyment in and to such open space area by the lot owner. Such easement shall not be personal but shall be considered to be appurtenant to said lots, which easement shall pass with the title to said lots whether specifically set forth in deeds to the lots or not.

ARTICLE V

ENFORCEMENT

1. The provisions hereof shall run with and bind the land within the Subdivision and the land described in Exhibit "A" attached hereto and made a part hereof for a period of twenty (20) years from the date hereof, after which time they shall be extended automatically for successive periods of ten (10) years unless seventy-five percent (75%) of the total number of lot owners in the Subdivision, including any additional phases, vote to limit or remove the restrictions set forth herein. Notwithstanding anything herein to the contrary, the provisions of Paragraphs 32 and 35 of Article II above and shall run with and bind the land within the Subdivision in perpetuity and may not be modified, amended or removed. Declarant or the Association shall have the right at any time or times during aid periods to proceed at law or in equity against any person violating or attempting to violate any provision contained herein, to prevent or abate such violations, to compel compliance with the terms hereof, to enter upon any land within the Subdivision and correct any condition installed or maintained in violation of the terms hereof at the lot owner's expense, and to recover damages or other dues for any violation. Any such entry shall not constitute a trespass. Declarant may recover against a lot owner violating the provisions of this Declaration all reasonable costs incurred by him in enforcing such provisions in any of the foregoing ways, including the cost of removing offending structures and actual attorney fees and other litigation costs.

2. Failure to enforce any provision contained herein in any particular instance shall not be deemed a waiver of the right to do so as to any continuing, subsequent or other violation.

ARTICLE VI

AMENDMENT

Declarant reserves the right by written instrument, signed, acknowledged and recorded with the Wayne County Register of Deeds, to modify, amend, restate, waive or repeal any or all of the provisions herein contained with respect to all or any particular lot within the Subdivision not in violation. Any such modification, amendment, restatement, waiver or repeal may be retroactive to the date first above written.

ARTICLE VII

SEVERABILITY

The voiding or invalidation of any one or more of the covenants, conditions or restrictions contained herein, by judgment or court order, shall in no way affect any of the remaining provisions, and all of said restrictions shall remain totally and severally enforceable. All construction shall be in accordance with the Ordinances of Canton Township and these covenants, conditions and restrictions, and wherever a conflict shall exist, the more restrictive of the two shall apply.

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

IN THE PRESENCE OF:

United Development & Investment
Group, Inc.

By: _____

Its: _____

STATE OF MICHIGAN) SS
COUNTY OF _____)

On this _____ day of _____, 19_____, before me, a Notary Public in and for the County and State above written, personally appeared _____ of United Development & Investment Group, Inc., a Michigan Corporation.

Notary Public,
County of Wayne, State of MI
My Commission Expires: _____

DRAFTED BY AND WHEN RECORDED
RETURN TO:

Eric J. Colthurst, P.C. 734-4157-7000
9450 S. Main Street
Plymouth, MI 48170 -11-