

May 30 95 09 48 21

LIBER 15427 PC 524

DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS \$ 39.00 MISCELLANEOUS RECORDING
\$ 2.00 REMONUMENTATION
WINDRIDGE PLACE SUBDIVISION 30 MAY 95 4:01 P.M. RECEIPT# 2608
PAID RECORDED - OAKLAND COUNTY
LYNN D. ALLEN, CLERK/REGISTER OF DEEDS

THIS DECLARATION is made on the 15th day of March, 1995 by STULBERG PROPERTIES, INC., a Michigan corporation, whose address is 31886 Northwestern Highway, Farmington Hills, Michigan 48334.

Plat recorded in Liber 240, Pages 12 through 16, inclusive, Oakland County Records.

WHEREAS, Declarant is the owner of certain real property located in the City of Novi, Oakland County, State of Michigan and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "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 STULBERG PROPERTIES, INC., a Michigan corporation, its successors and assigns, including the Association as hereinafter defined.

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

" 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 the lots in the Subdivision sold or conveyed to individual purchasers shall be used exclusively for single-family residential purposes. Except as it may be permitted herein, no structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed thirty (30) feet in height which may include an attached garage. No part of any dwelling or other structure shall be used for any activity normally conducted as a business. Notwithstanding anything to the contrary contained herein, the provisions of this paragraph shall not apply to the Declarant or to any builder

39.00
+2.00

this paragraph shall not apply to the Declarant or to any builder which Declarant may designate during the construction period or during such periods as any dwelling may be used for model or display purposes. Further, any lot or portion thereof may be dedicated in the future as a public street and such use shall be considered herein as used for single-family residential purposes.

2. No driveway, parking area, building, dwelling, fence, deck, patio, paved area, wall, hedge or other improvement or structure, including without limitation swimming pools, free standing basketball hoops, dog houses, dog runs, lawn ornaments, sculptures or statues shall be erected, placed or altered on any lot in the Subdivision until two copies of the following have been submitted to and approved in writing by Declarant:

(a) A topographic survey showing the existing and proposed grades, the proposed location of each improvement or structure, and the proposed location of drives and parking areas;

(b) Construction and architectural plans including dimensioned floor plans, typical sections and all exterior elevations and color selections for all exterior materials such as colors for the brick, stain, paint and shingles.

Refusal of proposed improvements or structures or locations, plans and color selections 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. No alterations in the exterior materials or appearance, including without limitation stain, paint or roofing colors, of any improvement or structure may be made without written approval by Declarant. One (1) copy of all plans, specifications and related data may be retained by 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 City of Novi. In addition, the dwelling must have a 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 1,700 square feet; and for dwellings of two (2) stories - a minimum livable floor area of 2,000 square feet; and for tri-level and/or quad-level dwellings - a minimum livable floor area of 1,560 square feet on the upper two levels. The term "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 side entry. All garages must be attached to the dwelling or semi-attached and be architecturally related to the dwelling. Declarant may waive the side-entry requirement at its sole discretion. No garage shall provide space for less than two automobiles. Carports are specifically prohibited. Declarant shall have the right to modify, reduce, increase or waive any or all provisions of this Paragraph at its discretion.

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, drivet (stucco appearing), wood, vinyl siding, aluminum siding or a combination thereof. Visible exteriors of cement, slag, cinderblock, asbestos siding or concrete are prohibited. Declarant shall have the right to modify, reduce, increase or waive any or all provisions of this Paragraph at its discretion.

6. No dwelling, building or other structure shall be placed, erected, altered or located on any lot nearer to the front, side or rear lot line than is permitted by the Ordinances of the City of Novi in effect from time to time. Declarant shall have the right (but not any obligation) to waive these setback requirements to less than those established above if, in its sole judgment, the grade, soil or other physical or aesthetic conditions pertaining to a lot, or effective use of the lot, justify such a variance, and subject to a similar variance being obtained from the City of Novi.

7. Upon the completion of a dwelling on any of the lots in the Subdivision, the owner thereof (the word "owner" as used in this Paragraph 7 is intended to mean the party who purchases a dwelling from the builder thereof, or a purchaser of a lot which has a dwelling built for it, and each subsequent purchaser) shall, subject to all applicable municipal ordinances, cause the lot owned by it to be finish graded and sodded and suitably landscaped as soon after completion as weather permits. All landscaping in the Subdivision shall be of an aesthetically pleasing nature and shall be well maintained at all times. Notwithstanding anything to the contrary herein, basic landscaping, including finish grading and the laying of sod, must be completed within ninety (90) days of residential occupancy, weather permitting, and if weather does not so permit then as soon thereafter as weather permits. Use of seed for a lawn in place of sod is expressly prohibited, and use of hydroseed for a lawn in place of sod is prohibited unless approved by Declarant in writing.

8. Only domesticated pets shall be allowed and only two domesticated pets shall be kept or maintained on any lot. No other types of animals or fowl shall be kept or maintained on any lot. Household pets shall be confined to the lot except when accompanied by the pet's owner. Pets causing a nuisance or destruction shall be restrained.

9. No fence, deck, patio, paved area, wall, berm or hedge of any kind shall be erected or maintained on any lot without the prior written approval of Declarant. No fence, deck, patio, paved area, wall or hedge shall be located nearer to any front lot line than is permitted for dwellings under Paragraph 6 above. No fence, deck, patio, paved area, wall or hedge shall be maintained or erected which blocks or hinders vision at street intersections. All pool fences shall not exceed the minimum standards as established by the City of Novi, unless such excess is approved by Declarant in writing.

10. No tent, shack, tool storage shed, barn, tree house, play house or other similar outbuilding or structure shall be placed on any lot at any time, either temporarily or permanently unless approved by Declarant in writing. Plans for swimming or bath houses must be specifically approved by Declarant and the City of Novi.

11. Trailers, trucks, aircraft, commercial vehicles, house trailers, inoperative vehicles, boats or boat trailers, mobile homes, 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 with the garage door closed and which garage is built in accordance with the restrictions set forth herein. Nor shall any of the same be parked upon any street within the subdivision except for commercial vehicles when present on business and then only for a limited period of time reasonably necessary to conduct the business. Notwithstanding anything to the contrary contained herein, the provisions of this paragraph shall not apply to the Declarant or to any builder which Declarant may designate during the construction period or during such periods as any dwelling may be used for model or display purposes.

12. It shall be the sole responsibility of each lot owner to take all steps necessary to prevent its lot and any dwelling, improvements and/or structures located thereon from becoming unsightly or unkept or from falling into a state of disrepair so as to decrease the beauty of the Subdivision. Notwithstanding anything to the contrary contained herein, the provisions of this paragraph shall not apply to the Declarant or to any 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. 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. Notwithstanding anything to the contrary contained herein, the provisions of this paragraph shall not apply to the Declarant or to any builder which Declarant may designate during the construction period or during such periods as any dwelling may be used for model or display purposes.

14. No above ground swimming pools shall be erected or maintained on any lot.

15. All driveways and approaches shall be paved with concrete and shall be completed prior to occupancy of the dwelling 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. Declarant may waive in writing any or all of these requirements in its discretion.

16. Declarant dedicates and reserves a fence easement along the northerly ten (10) feet of lots 34 through 38, inclusive, and the northerly ten (10) feet of the westerly eighty-seven (87) feet of Lot 39, and along the westerly ten (10) feet of Lots 41 through 45, inclusive, for the purposes of construction, maintaining, repairing, replacing or improving a screening fence of a style and specifications approved by Declarant along the rear lot lines of said lots, or any part thereof, although it is expressly hereby acknowledged that Declarant has no obligation to do or undertake any of the above activities. After installation of any portion of such fence by anyone, any such fence or portion thereof so installed shall not be interfered with, decorated, altered, removed or replaced without the prior approval of Declarant. Also, unless and to the extent waived in writing by Declarant, each portion of any such fence now or hereafter installed on any such lot shall be maintained, repaired and replaced by the owner of the lot upon which portion is located in a like condition as when installed except for natural weathering.

17. Declarant, after reasonable written notice to lot owner(s), reserves for itself 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 entrance for the purpose of mowing, cutting, clearing, or pruning shall not be deemed a trespass. Declarant may likewise enter upon such land to remove any trash which has collected on such lot without such entrance and removal being deemed a trespass. The provisions of this paragraph shall not be construed as an obligation on the part of Declarant to mow, clear, cut or prune any lot nor to provide garbage or trash removal services. In the event Declarant deems it necessary to take the actions necessary as provided for herein, any

costs and expenses incurred may be assessed by Declarant against the lot(s).

18. All charges against any lot or lots in the Subdivision in connection with the provisions of Paragraphs 17 or 31 of this Article II or in connection with the provisions of Article IV below shall be the personal liability of those owner(s) of the lot(s) who owned the lot(s) at the time the respective cost and expense referred to in said Paragraph 17 or 31 was incurred. The Declarant, its successors and assigns, including the Association as hereinafter defined, shall have the right to enforce collection for any and all charges incurred in connection with exercising the rights provided in Paragraphs 17 or 31 of this Article II or in connection with the provisions of Article IV below by a suit at law for a money judgment or by foreclosure of a lien that secures payment of the charges which Declarant may record against the subject lot or lots. Each owner of a lot or lots in the Subdivision shall be deemed to have granted to the Declarant, its successors and assigns, including the Association, the unqualified right to assess and lien the subject lot for charges incurred in connection with Paragraphs 17 or 31 of this Article II or in connection with the provisions of Article IV below hereof and further to permit Declarant, its successors and assigns, including the Association, the right to elect to foreclose such lien either by judicial action or by advertisement. The lien shall be subordinate and junior to the lien of any first mortgage securing a loan for the acquisition or improvement of any lot in the Subdivision.

The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action or by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purpose of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each lot owner and every other person who from time to time has an interest in any of the lots in the Subdivision, shall be deemed to have authorized and empowered the Declarant, its successors and assigns, including the Association, to sell or cause to be sold the lot with respect to which the outstanding obligation is delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each owner of a lot in the Subdivision acknowledges that at the time of acquiring title to such lot, it was notified of the provisions of this section, or is deemed to have been notified by virtue of the recordation of this Declaration of Covenants, Conditions and Restrictions, and that it voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Declarant, its successors and assigns, including the Association, to foreclose by advertisement the lien for non-payment of any charges and the waiver of a hearing on the same prior to the sale of the subject lot.

Notwithstanding the foregoing, neither judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent owner(s) of the subject lot(s) at its last known address of a written notice that charges have been incurred against the subject lot and are unpaid and are delinquent and that Declarant, its successors and assigns, including the Association, may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Declarant, its successors and assigns, including the Association, that sets forth (i) the affiant's capacity to make the affidavit, (ii) the authority for the lien, (iii) the amount outstanding (exclusive of interest, costs attorney fees), (iv) the legal description of the lot(s), and (v) the name(s) of the owner of record. Such affidavit shall be recorded in the office of the Register of Deeds in the County in which the Subdivision is located

prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Declarant, its successors and assigns, including the Association, may take such remedial action as may be available to it hereunder under Michigan Law.

19. No laundry shall be hung for drying outside of the dwelling.

20. After construction of the dwelling thereon, the grade of any lot or lots in the Subdivision may not be changed without the written approval of Declarant. This restriction is intended to prevent interference with the master drainage plans for the Subdivision. Furthermore, and subject to prior approval by Declarant, any builder upon, or owner of, an immediately abutting lot shall have the right to enter upon any lot in the Subdivision before or after occupancy of a dwelling has been delivered to an owner for the sole purpose of modifying grades due to construction on immediately abutting lots in order to preserve the master drainage plans of the Subdivision. Unless such entry was made because the lot upon which the entry was made was not graded to the grading plan approved by the city or such modification thereof approved by the City and Declarant, such party so entering the lot shall restore the lot owner's property to its original or similar condition which existed prior to any work which such party entering had elected to do in order to preserve the integrity of the drainage system of the Subdivision.

21. No "through the wall", including "through the window", air-conditioners may be installed in any dwelling or structure in the Subdivision.

22. No outside compressors for central air-conditioning units or other similar machinery may be located other than in the rear yard and must be located within seven (7) feet of a rear wall of the dwelling located thereon and shall not project past the sidewalls of the dwelling so as to extend into a side yard.

23. Except for corner lots, if the dwelling is constructed with a side entry garage a basketball backboard or basket may be constructed on the garage on the garage door side or if free standing the basketball backboard shall not be located where it is closer to the street than a line running parallel to the street extending perpendicular from the midpoint of the face of the width of the garage to the nearest boundary line of the lot. Otherwise, when the dwelling constructed on the lot has a front entry garage or is located on a corner lot, basketball backboards or baskets may be installed only in the rear yard of each lot and shall not project into the side yard of any lot whether free standing, attached to a dwelling, garage or any other structure. Any of the above requirements may be waived in writing by Declarant at its discretion.

24. PARAGRAPH 24 NOT USED.

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. Subject to all applicable municipal ordinances, 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: 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 make any gradings of the soil or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards 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, or any licensee, of Declarant, to provide or maintain any such utility or service.

27. Subject to all applicable municipal ordinances, each lot owner in the Subdivision shall cause to be installed, maintained, repaired and replaced, at its 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, except for such responsibility accruing by law against the utility company or others for the installation and maintenance of same.

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

29. No direct vehicular access is permitted to Ten Mile Road from Lots 1 and 45; except that during the development of the Subdivision and construction of the homes therein temporary construction vehicle access may be permitted over Lot 1 in the discretion of both Declarant and the owner of Lot 1 and also subject to any conditions placed by either or both parties on such permission and also subject to any permits or approvals required from any governmental agency having jurisdiction therein.

30. No dwellings, improvements or structures may be constructed or maintained over or on any easements, provided, however, that after the aforementioned utilities in Paragraph 26 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, for surface drainage and/or for the installation of additional facilities.

31. Easements shall be and are hereby reserved to Declarant for the erection, maintenance, repair, alteration, improvement and replacement of the berm and any landscaping, sprinkling systems, or other items now or hereafter installed thereon, if any, on, over and through the fifteen (15') foot wide greenbelt easement on Lots 1 and 45 as shown on the plat. Except to the extent waived in writing by Declarant and if and until such time as irrigation, maintenance, repair, and replacement of same is assumed by a homeowners association as provided herein, the owner of Lot 1 shall irrigate the berm plantings, including without limitation any sod or grass, in a similar way it irrigates its lot and also shall maintain, repair and replace the berm and any landscaping, sprinkling systems and all other items on that part of the greenbelt easement located on Lot 1, and the owner of Lot 45 shall irrigate the berm plantings in a similar way it irrigates its lot and also shall maintain, repair and replace the berm and any landscaping, sprinkling systems and all other items on that part of the greenbelt easement located on Lot 45. Maintenance of the plantings, being all landscaping and including without limitation any shrubs, trees, sod or grass, in said greenbelt easement shall

be maintained per City of Novi standards. The berm and any landscaping, sprinkling systems and all other items now or hereafter installed thereon shall not be removed or disturbed without the prior approval of Declarant. No other or additional landscaping, sprinkling systems or other items shall be installed in said greenbelt easement without the prior approval of Declarant and also, if applicable, without the prior approval of the City of Novi or its planning staff.

Declarant, after reasonable written notice to the owner of Lot 1 and/or Lot 45, as the case may be, reserves for itself the right to enter upon either or both lots for the purpose of irrigating any or all of the berm plantings, being all landscaping and including without limitation any shrubs, trees, sod or grass or maintaining, repairing, or replacing the berm and any plantings, sprinkling systems or other items in the greenbelt easement which, in the opinion of Declarant, the owner of the respective Lot 1 and/or 45 has failed or is failing to do as required above. Such entrance for any such purposes shall not be deemed a trespass. These provisions shall not be construed as an obligation on the part of Declarant to irrigate the berm plantings or to maintain, repair or replace the berm and any plantings, sprinkling systems or other items in the greenbelt easement. In the event Declarant deems it necessary to take the actions necessary as provided herein, any costs or expenses incurred may be assessed by Declarant against Lot 1 for the above actions upon or involving that portion of the greenbelt easement on Lot 1 and against Lot 45 for the above action upon or involving that portion of the greenbelt easement on Lot 45.

32. Notwithstanding anything to the contrary contained herein, Declarant and/or any builder or builders, 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 and, provided the builder has the express written consent of Declarant to do so, for the purpose of promoting the sale of homes and lots in adjacent or nearby Subdivisions.

33. 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 as may be approved by Declarant or except as may be required by legal proceedings. If such approval is granted, Declarant reserves the right to restrict size, color and content of such signs. Any or all property identification signs, mailboxes, delivery receptacles, yard lights and the like may be required by Declarant to be of a standard color, size and style determined or approved by Declarant.

34. Notwithstanding anything to the contrary contained herein, Declarant and/or such other builders as may be approved by Declarant, solely or in conjunction with one another, may construct and maintain a sales office and/or a sign or signs on lot(s) of their choosing until such time as all of the lots in the Subdivision (or in adjacent or nearby subdivisions provided the builder has the express written consent of Declarant to include same) have been sold and constructed by them.

35. Except for saucer shaped devices no more than 18 inches in diameter, no outside television antenna or other antenna, aerial, saucer or similar device shall be placed, constructed, altered or maintained on any lot unless approved in writing by Declarant in Declarant's sole discretion.

36. The stockpiling and storage of building and landscaping materials and/or equipment shall not be permitted on any lot except for such materials and/or equipment that 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 any builder which Declarant may designate during the construction period of new dwellings in the Subdivision.

37. 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.

38. No substantially similar front elevation in style and color of any dwelling shall be duplicated on any lot less than three hundred (300) feet away along the front lot lines unless approved by Declarant or the Architectural Control Committee as provided in Article III, Paragraph 2.

39. The design, construction, type of material and color used for any Subdivision entranceways, including any entryway gates, walls or fences, if any, 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 in a greenbelt easement or elsewhere in the Subdivision (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 Articles 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 then or thereafter provided for in writing by Declarant. All costs incurred in connection with the maintenance, repair and replacement of all or some of the above-mentioned Subdivision Improvements, including any sprinkling systems installed thereon, shall be the sole responsibility of the homeowners association referred to in Article IV (i) if such homeowners association is formed and (ii) only as to those of said Subdivision Improvements for which the Association takes responsibility for the maintenance, repair and replacement thereof; and in which event said Subdivision Improvements shall be maintained in such a manner as to assure and promote the attractiveness and pleasurable enjoyment of the Subdivision, and such costs incurred in connection therewith shall be assessed and collected according to the provisions of Article IV hereinafter set forth.

40. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or specific area.

41. No vegetable or other gardens shall be permitted on any lot, except for flower gardens, without the express approval of Declarant. No compost piles shall be permitted on any lot without the express approval of Declarant.

42. If Declarant, in its sole discretion, elects to require sidewalks to be installed for all the lots in the Subdivision and records a notice of such election with the Register of Deeds for Oakland County on or before November 1, 1995, then a public sidewalk shall be installed to City standards in front of each lot (and along side the lot if it is a corner lot) at such time as a home is built on the lot and is occupied as a residence, or at such time as said notice is recorded if the home has already been built at the time of such recording even if unoccupied, all

subject to weather then permitting, and if weather is not permitting then as soon thereafter as weather permits, and the sidewalk shall be installed at the expense of the lot owner building the home, or having the home built, or owning the home if already built, on such lot.

43. Fencing on a lot will be allowed as required by City of Novi code for an in-ground swimming pool. Any fence in this case must be approved as to height, length, material type and such other required specifications of the City of Novi. Furthermore, the type, style and location of fence must be approved by the Declarant in writing. Declarant reserves the right to refuse the proposed location, plans and specifications for the construction of said fence in the sole discretion of the Declarant, including decisions based upon purely aesthetic considerations.

44. No lot shall be used or maintained as a dumping ground for rubbish or debris of any kind. Trash and other forms of waste shall not be kept on any lot except in closed sanitary containers properly concealed from public view.

45. It is specifically acknowledged that, should Declarant, and its successors and assigns, from time to time fail or refuse to exercise its rights or duties or abandon such rights or duties granted to Declarant in this Declaration of Covenants, Conditions and Restrictions as to any particular matter referred to, express or implied, in this Declaration of Covenants, Conditions and Restrictions, then as to such particular matter the Declarant, and its successors and assigns, shall have no responsibilities, duties, liabilities or obligations, express or implied, of any kind or nature whatsoever in connection therewith, arising therefrom or as a result thereof.

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 and occupied thereon, or at such earlier or later time as Declarant may, in its sole discretion, elect, Declarant may from time to time, or all at one time, assign to an Architectural Control Committee certain or all of its rights of approval or waiver under Article II of this Declaration of Covenants, Conditions and Restrictions. 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 or waiving such matters as are assigned to the Architectural Control Committee, and Declarant shall have no further responsibilities, duties, liabilities or obligations, express or implied, of any kind or nature whatsoever 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 Association referred to in Article IV herein; and 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 Paragraph 2 of Article II above of this Declaration shall be in writing and shall conform to said Paragraph 2 of Article II above, except as to any items waived or modified by Declarant or the Architectural Control Committee in its sole discretion. 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, fences, walls, decks, patios, paved areas, berms, hedges or other structures or improvements will enhance the aesthetic beauty and desirability of the Subdivision or otherwise further or be consistent with the purpose of any restrictions and broad discretion in terms of approving or waiving any item or matter of any kind or nature under Article II of this Declaration. 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 of the dwellings, fences, walls, decks, patios, paved areas, berms, hedges or other structures or improvements or for their approval or disapproval or for their waiving or failing to waive any items or matters of any kind or nature under Article II of this Declaration, 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 provisions hereof, or for refusing or failing to act, or for abandoning its rights to act, upon plans, specifications, structures or the like.

ARTICLE IV

HOMEOWNERS ASSOCIATION RIGHTS AND RESPONSIBILITIES

1. There possibly may be, and Declarant may form but is not required to form, a homeowners association for the Subdivision ("Association") which shall be comprised of the property owners (including land contract purchasers) of the lots in 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 may be established when eighty (80%) percent of the lots in the Subdivision have occupied dwellings built upon them or at such other earlier or later time as Declarant may elect. All lot owners shall be, and are required to be, members in the Association formed by Declarant. 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 upon each lot in the Subdivision, whether or not the lot owner is an active member of the Association, except upon lots owned by Declarant or by a builder prior to residential occupancy. In no event shall Declarant or such builder be obligated to pay fees, dues or assessments to the Association. All fees, dues or assessments hereunder shall be charged equally to each lot subject to levy by the Association, and may be enforced through the lien provided for in Paragraph 2 of this Article or by any other lawful means of collecting debts. No fees, dues or assessments on any lot levied by the Association, except for charges under Paragraphs 17, 18 and 31 of Article II above and except for amounts and expenses incurred in enforcing these restrictions which are reimbursable under Article V below, shall exceed in total \$200.00 per calendar year unless the amount in excess is voted upon and approved by the Association members representing at least seventy-five (75%) percent of the lots in the Subdivision which have been sold to and occupied by residential homeowners and provided such amount in excess has also received Declarant's approval in writing; except that assessments up to \$50.00 per lot per calendar year in addition to all of the fees, dues and assessments provided for herein may be charged to the lot owner of each lot in the Subdivision including lots owned by Declarant or a builder prior to occupancy, for snow removal from the streets by the Association provided such amount for snow removal has also received Declarant's approval in writing.

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 of each lot owner responsible for such fees, dues, assessments, amounts 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 or improvement of any lot in the Subdivision; and except for a transfer of title of said first mortgagee, its assigns or designees as a result of foreclosure or deed in lieu of foreclosure or other sale or transfer to or at the direction of said first mortgagee as a result enforcing its security on such lot, the sale or transfer of any Subdivision lot shall not affect, release nor discharge the lien arising out of the failure to pay any fees, dues or assessments, and amounts and expenses referred to above, when due. All fees, dues or assessments which shall remain due and unpaid sixty (60) days after the date said charges become due and unpaid shall be subject to interest at the highest legal rate allowable as of the date said sums become due, but not to exceed eleven (11%) percent per annum.

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 or approve, and each lot owner agrees to abide by and observe such bylaws. It is understood that the bylaws may provide that the Declarant may control and designate the Board of Directors of the Association up to the time that eighty (80%) percent of the lots in the Subdivision have been sold by the Declarant and all land contracts, if any, from Declarant, and all mortgages, if any, to Declarant on said sale of said eight (80%) percent of the lots in the Subdivision have been paid in full, or such earlier time as the Declarant may elect. Until the Association is created for the Subdivision, Declarant shall have the right to modify, amend or supplement the bylaws, and so long as they are reasonable, any such modifications, amendments or supplements shall have retroactive effect to the date immediately preceding the date of this Declaration. When the Subdivision is governed by an Association the Association may amend or modify the bylaws upon the affirmative vote of lot owners representing at least seventy five (75%) percent of the lots in the Subdivision, but such amendment or modification shall not have retroactive effect, and so long as Declarant owns or is the seller on land contract or holder of a mortgage of any lot in the Subdivision such an amendment to be effective must have the approval of Declarant in writing.

4. The Association may 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 any property of the Association, including any future property, real, personal or mixed, acquired by the Association; maintaining and improving entryways of the Subdivision; planting and maintaining trees and shrubbery; collecting and disposing of garbage, ashes and rubbish; snow removal; employing night watchmen; 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 or any other items or matters requiring approvals or waivers by the Architectural Control Committee; the enforcement of these restrictions or any other building restrictions applicable to the Subdivision; or for any other purposes for which the Association is incorporated.

ARTICLE V

WATER SUPPLY RESTRICTIONS

Water mains and water lines have been, or shall be, installed within the Subdivision for the purpose of servicing each Lot by the Detroit Municipal Water System. However, due to a moratorium on new water taps within the City of Novi established by the Michigan Department of Health, the following restrictions shall apply to all Lots:

- (a) No Lot shall be used for other than single family residential use.
- (b) Permits, where applicable, for the installation of well water systems shall be obtained from the Oakland County Health Division prior to construction.
- (c) Until such time as the Michigan Department of Health rescinds the moratorium on water taps, no Lots are permitted to connect to the public water system.
- (d) All residential dwellings on Lots shall be served by a potable water supply system. All wells on individual Lots shall be drilled by a well driller, registered by the State of Michigan, to depths of at least 115 feet with adequate yield, unless a different depth is approved by the Oakland County Health Division. All wells shall be grouted completely through the clay barrier. A completed well log form for each potable water well shall be submitted to the Oakland County Health Division within sixty (60) days following the completion of such well.
- (e) Although not considered health related by the Oakland County Health Division, the elevated hardness (190 mg/l) and high iron content (1.1 mg/l) of the well water may be aesthetically objectionable. Prospective residents must be made aware that softening or treatment systems may be necessary or desirable for their drinking water, and by recordation of these restrictions prospective residents are hereby so advised.
- (f) At such time as the moratorium on water taps is rescinded by the Michigan Department of Public Health, all Lot Owners shall connect their residential dwellings to the public water supply system. When a Lot Owner connects its dwelling from the individual private well to the public water supply system, there shall be no cross connections between the public water supply system and an individual private well. Following the connection of a residential dwelling to the public water supply system, individual wells may be utilized for lawn irrigation and other outdoor purposes. If a private well has been disconnected from the residential dwelling and is not utilized for lawn watering or other outdoor purposes, the well must be properly abandoned and filled, in accordance with all applicable laws, ordinances, rules and regulations of all governmental entities having jurisdiction.
- (g) Sanitary sewers and sewer leads within the Subdivision which are located within the ten (10) to fifty (50) foot isolation distance from a well must conform to ASTM-D-2241(SPR26) with joints conforming to ASTM-D-3139/D3212, unless different specifications are permitted by the Oakland County Health Division. Otherwise, all sewers and sewer leads within the Subdivision must be located a minimum of 50 feet from any well.

ARTICLE VI

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 lot owners in the Subdivision vote to expand, limit or remove any of the restrictions set forth herein. Notwithstanding anything herein to the contrary, the provisions of Paragraph 26 of Article II above shall run with and bind the land within the Subdivision in perpetuity and may not be modified, amended or removed without the written consent of Declarant. Declarant or the Association shall have the right at any time or times during said 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 or attempted violations, to compel compliance with the terms hereof, to enter upon any land within the Subdivision and correct any condition in and remove any building, structure, improvement or item, erected, installed or maintained in violation of the terms hereof at the lot owner's expense, and to recover damages or other dues or assessments for any violation. Any such entry shall not constitute a trespass. Declarant or the Association may recover against a lot owner violating the provisions of this Declaration all reasonable costs incurred by it in enforcing such provisions in any of the foregoing ways, including without limitation the cost of removing offending buildings, structures, improvements or items and actual attorneys fees and other litigation costs. Further, any lot owner protected by the provisions of this instrument may seek enforcement of the provisions of this instrument against any person who shall violate or attempt to violate such provisions, and such enforcement may be by proceeding at law or in equity either to restrain violations or to recover damages or both.

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 VII

AMENDMENT

Declarant reserves the right by written instrument, signed, acknowledged and recorded with the Oakland 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 owned by Declarant. At any time after three years from the date all the lots in the Subdivision have been sold by Declarant and all land contracts, if any, from Seller, and all mortgages, if any, to Seller, have been paid in full, the owners representing seventy-five percent (75%) of the lots in the Subdivision may vote to modify, amend, restate, waive or repeal any or all of the restrictions set forth herein; provided, however, the provisions of Paragraph 26 of Article II above may never be modified, amended, restated, waived or repealed without the prior written consent of Declarant. Further, anything herein to the contrary notwithstanding, the provisions of Article V may never be modified, amended, restated, waived or repealed without the prior written consent of the Oakland County Health Division of the Oakland County Department of Institutional and Human Services.

EXHIBIT "A"

Land in the City of Novi, Oakland County, Michigan, more particularly described as:

Lots 1 through 45, of Windridge Place Subdivision, according to the plat thereof, as recorded in Liber 240, Pages 12 through 16, inclusive, Oakland County Records.

240012

22-28-200-012 PARENT PARCEL #

