

12-349053

94280312

L127760PA902

AGREEMENT FOR MAINTENANCE OF STORM DRAINAGE FACILITIES

This Agreement for Maintenance of Storm Drainage Facilities (the "Agreement") made this 21st day of Aug., 1994, by and between the Charter Township of Canton, a Michigan municipal corporation (the "Township"), having its principal office at 1150 South Canton Center Road, Canton, Michigan 48188 and Sherr Development Corporation, a Michigan corporation (the "Developer"), having its principal office at 31555 W. Fourteen Mile Road, Suite 101, Farmington Hills, MI 48334, William C. and L. Soraya Nowland, husband and wife, whose address is 43745 Verdun, Canton, MI 48188 (the "Nowlands") and Charles A. and Shelley D Trask, husband and wife, whose address is 1551 Sheldon Road, Canton, Michigan 48188 (the "Trasks").

REC'D
1994

WITNESSETH

A. The Developer is the owner of certain real property situated in the Township of Canton as more particularly described on Exhibit "A" attached hereto (the "Land"). The Nowlands are the owners of certain real property situated in the Township of Canton as more particularly described on Exhibit "A" attached hereto (the "Nowland Parcel"). The Land and the Nowland Parcel collectively comprise the Nowland Estates Subdivision and are collectively referred to herein as the "Subdivision Parcel." The Trasks are the owners of certain real property situated in the Township of Canton as more particularly described on Exhibit "A" attached hereto (the "Trask Parcel") which is surrounded by but is not a part of the Nowland Estates Subdivision. As used herein, the term "Subdivision Parcel" shall include the Trask Parcel, and any parcel splits therefrom.

B. The Developer proposes to use and develop the Subdivision Parcel for a residential subdivision consisting of (i) sixty-six (66) lots (the "Lots") and appurtenant public streets; (ii) Nowland Park North (Private Park); (iii) Nowland Park West (Private Park); and (iv) Nowland Park East (Private Park) to be known as Nowland Estates Subdivision (the "Subdivision"), in accordance with the proposed plat of the Subdivision (the "Plat"), as approved by the Township. The Developer further proposes to acquire from the Trasks and the Trasks propose to sell to Developer the Trask Parcel which Developer intends to split and develop as three (3) residential lots in a manner and fashion similar to the Lots in the Subdivision.

C. The Developer proposes to establish a mandatory homeowners' association (the "Association") in the form of a Michigan non-profit membership corporation, with assessment powers, to be known as the Nowland Estates Subdivision Homeowners' Association, to be organized and established concurrently with the development of the Subdivision, and consisting of each Lot owner in the Subdivision (the "Homeowners"), together with any lots created upon the Trask Parcel.

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OK
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M

D The powers and duties of the Association, including the authority of the Association to levy annual and special assessments upon and against each Lot and Homeowner for the maintenance of common areas of the Subdivision, and for other purposes, will be more particularly described in (i) the Articles of Incorporation of the Association (the "Articles"), in the form of Exhibit "B" attached hereto, and (ii) the Declaration of Covenants and Restrictions in connection with the Subdivision (the "Declaration"), in the form of Exhibit "C" attached hereto, to be recorded concurrently with the recording of the Plat.

E The Subdivision and the Trask Parcel will be served by certain storm drainage facilities, to be located upon the Subdivision Parcel as described in the Exhibit "A", including (i) storm sewer lines, and (ii) stormwater detention basins (collectively the "Storm Drainage Facilities") subletting to the Sheldon Road and Palmer Road storm sewer.

F The Storm Drainage Facilities will be installed by and at the expense of the Developer in accordance with plans and specifications (the "Plans") approved by the Township and the Wayne County Department of Public Services ("Wayne County") and under the inspection of the Township and Wayne County.

G As a condition of approval of the Plat, Wayne County will require the execution of a maintenance agreement between the Township and Wayne County (the "Maintenance Agreement") pursuant to the terms of which the Township would assume responsibility for the maintenance of, and principal jurisdiction over, the Storm Drainage Facilities.

H The Developer, the Nowlands and the Trasks have asked the Township to execute the Maintenance Agreement and, in pursuance thereof, to accept the platted easement from the Developer and the Nowlands pertaining to the Storm Drainage Facilities and any easement to be created upon the Trask Parcel for the same purpose.

I The Township is willing to accept the platted easement and to execute the Maintenance Agreement upon the terms and conditions set forth in this Agreement including, without limitation, the understanding that, notwithstanding the acceptance of the platted easement, and the execution of the Maintenance Agreement by the Township, the Association (and not the Township) will be solely and permanently responsible for (i) the operation, maintenance, repair and replacement of the Storm Drainage Facilities, and (ii) the payment of all cost and expenses in regard to the maintenance, operation, improvement, repair and replacement of the Storm Drainage Facilities.

NOW, THEREFORE, in consideration of the mutual covenants, undertakings and understandings set forth herein, it is hereby agreed as follows:

1. The Township shall accept the platted easement and execute the Maintenance Agreement as soon as practicable following the execution of this Agreement.

2 The Storm Drainage Facilities shall be installed by, and at the expense of the Developer as soon as practicable following the execution of this Agreement and final approval of the improvement to the Subdivision in accordance with the Plans and under the inspection of the Township and Wayne County

3 The Developer shall (a) file the Articles of Incorporation with the Michigan Department of Commerce, and (b) cause the Association to be appropriately organized as soon as practicable following the execution of this Agreement

4 Concurrently with the recording of the Plat of the Subdivision, the Developer shall record this Agreement and the Declaration at its expense with the Wayne County Register of Deeds.

5 After all of the Lots in the Subdivision have been sold to persons other than builders (as defined in the Declaration), or at an earlier time in the discretion of the developer, the Developer shall convey the common areas of the Subdivision to the Association for the common use, benefit and enjoyment of the Homeowners, subject to the platted easement and the Declaration, including without limitation, the covenants in the Declaration committing the Association to (i) the perpetual maintenance, operation, repair and replacement of the Storm Drainage Facilities to at least the minimum extent required by the Maintenance Agreement; (ii) the payment of all costs and expenses in connection with the maintenance, operation, improvement, repair and replacement of the Storm Drainage Facilities; and (iii) the duty to levy appropriate and sufficient assessments (both annual and special) to defray such costs and expenses.

6 If the Developer or the Association fail to maintain, repair or replace the Storm Drainage Facilities as required by the Declaration or in accordance with the Township's minimum standards, then the Township shall have the right, but not the duty, after ten (10) days written notice to the Developer and Association, to perform the maintenance, repair and replacement. The cost of any such maintenance, repair and replacement shall be billed to the Association, and, if not paid within thirty (30) days of billing, may be assessed against the Homeowners in equal amounts in the same manner as property taxes are assessed and collected.

7 The Developer, until the incorporation of the Association, and the Association solely thereafter, its agents, representatives, successors and assigns shall defend, indemnify and hold the Township harmless from and against any claims, demands, actions, damages, injuries, costs or expenses of any nature whatsoever hereinafter "claimed", fixed or contingent, known or unknown, arising out of or in any way connected with the design, construction, use, maintenance, repair, or operation (or omissions in such regard) of the Storm Drainage Facilities, appurtenances, connections and attachments thereto which are the subject of this Agreement. This indemnity and hold harmless shall include any costs, expenses and attorney fees incurred by the Township in connection with such claims or the enforcement of this Agreement.

8 The Association shall maintain liability insurance in the sufficient amounts for the purpose of protecting itself as well as the Homeowners, the Developer, the homebuilder(s) and the Township from the burden of any liability resulting from accidents which may cause death or injury to anyone or damage to property while in the common areas of the Subdivision including the Storm Drainage Facilities Any liability insurance shall name the Homeowners, the Developer, the homebuilder(s) and the Township of Canton as additional insureds. The Township shall be insured in an amount which is acceptable to it. Proof of insurance shall be provided to the Township on an annual basis.

IN WITNESS WHEREOF, the Charter Township of Canton, Sherr Development Corporation, and William C. and L. Soraya Nowland, and Charles A. and Shelley D. Trask have made and executed this Agreement as of the date first above set forth.

WITNESSED:

CHARTER TOWNSHIP OF CANTON
a Michigan municipal corporation

Deborah Zivachnik
Deborah Zivachnik
Kenneth H. Vogler
Kenneth H. Vogler
Constance L. Kressler
Constance L. Kressler
Jeanette Habambouze
JEANETTE HABAMBOUZE

By: Thomas J. Yack
Thomas J. Yack, Supervisor
Loren N. Bennett
Loren N. Bennett, Clerk

Amy K. Smith
Amy K. Smith
Stuart A. Rowenbol
STUART A. ROWENBOL

SHERR DEVELOPMENT CORPORATION
a Michigan corporation
By: Stuart D. Sherr
Stuart D. Sherr
Vice President

Ellen Tencer
Ellen Tencer
Stuart A. Rowenbol
STUART A. ROWENBOL
Ellen Tencer
Ellen Tencer
Stuart A. Rowenbol
STUART A. ROWENBOL

WILLIAM C. & L. SORAYA NOWLAND
husband and wife
William C. Nowland
William C. Nowland
L. Soraya Nowland
L. Soraya Nowland

CHARLES A. & SHELLEY D. TRASK
husband and wife

L127760PA906

1/1/94

Charles A. Trask
CHARLES A. TRASK

Charles A. Trask
Charles A. Trask

Shelley D. Trask
SHELLEY D. TRASK

Shelley D. Trask
Shelley D. Trask

STATE OF MICHIGAN)

) ss.

COUNTY OF WAYNE)

On the 20th day of October, 1994, before me personally

appeared Thomas J. Yack, Supervisor for the Charter Township of Canton, hereinabove named, and known to me to be the person whose name is subscribed to the within Agreement and acknowledged that of his own free will he executed this Agreement for the purposes herein contained.

~~Thomas J. Yack
Thomas J. Yack Notary Public
Wayne County, Michigan
My Commission Expires: 5/25/98~~

Constance L. Roessler
Constance L. Roessler, Notary Public
WAYNE County, Michigan
My Commission expires: March 2, 1996

STATE OF MICHIGAN)

) ss.

COUNTY OF WAYNE)

On the 20th day of October, 1994, before me personally

appeared Loren N. Bennett, Clerk for the Charter Township of Canton, hereinabove named, and known to me to be the person whose name is subscribed to the within Agreement and acknowledged that of his own free will he executed this Agreement for the purposes herein contained.

~~Thomas J. Yack
Thomas J. Yack Notary Public
Wayne County, Michigan
My Commission Expires: 5/25/98~~

Constance L. Roessler
Constance L. Roessler Notary Public
WAYNE County, Michigan
My Commission expires: March 2, 1996

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

L12776GPA907

On the 11th day of June, 1994, before me personally appeared, Stuart D Sherr, who is a Vice President of Sherr Development corporation, a Michigan corporation ("Corporation") on behalf of the Corporation, hereinabove named, and known to me to be the person whose name is subscribed to the within Agreement, and acknowledged that of his own free will he executed this Agreement for the purposes herein contained

[Signature]
Notary Public
Wayne County, Michigan
My Commission Expires: 5/5/98

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

On the 30th day of August, 1994, before me personally appeared William C. Nowland and L. Soraya Nowland, who are husband and wife, and acknowledged that they executed the foregoing instrument as their free act and deed.

[Signature]
Notary Public
Wayne County, Michigan
My Commission Expires: 5/25/98

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

On the 30th day of August, 1994, before me personally appeared Charles A. Trask and Shelley D. Trask, who are husband and wife, and acknowledged that they executed the foregoing instrument as their free act and deed.

[Signature]
Notary Public
Wayne County, Michigan
My Commission Expires: 5/25/98

INSTRUMENT DRAFTED BY:
Stuart D. Sherr
31555 W. 14 Mile Road, Suite 101
Farmington Hills, MI 48334
c:nowland@comcast.net

WHEN RECORDED RETURN TO:
Charter Township of Canton
1150 South Canton Center Road
Canton, Michigan 48108
Attn: Engineering Department

EXHIBIT "A"

L12776GPA908

Description of the Land

A parcel of land in the Southeast 1/4 of Section 22, Town 2 South, Range 8 East, Canton Township, Wayne County, Michigan, described as follows

Commencing at the South 1/4 corner of said Section 22, T. 2S, R. 8E., and proceeding thence along the North and South 1/4 line of said Section 22, North 00 degrees 41 minutes 14 seconds West, 668.07 feet to the point of beginning, thence continuing along said line North 00 degrees 41 minutes 14 seconds West, 198.83 feet; thence South 89 degrees 41 minutes 53 seconds East, 246.00 feet; thence North 00 degrees 41 minutes 14 seconds West, 135.00 feet; thence North 89 degrees 41 minutes 53 seconds West, 246.00 feet to a point on the North and South 1/4 line of said Section 22; thence along said line North 00 degrees 41 minutes 14 seconds West, 333.84 feet to a point on the boundary of Franklin-Palmer Estates Subdivision, recorded in Liber 96, Plats, Pages 22 through 26, Wayne County Records; thence along said boundary South 89 degrees 40 minutes 02 seconds East, 669.96 feet; and South 00 degrees 42 minutes 10 seconds East, 333.47 feet; and South 89 degrees 41 minutes 57 seconds East, 670.23 feet; thence in part along the boundary of said Franklin-Palmer Subdivision and in part along the boundary of Palmer Place Condominium as recorded in Liber 25747, Pages 4 through 66, Wayne County Records, South 00 degrees 45 minutes 20 seconds East, 707.45 feet; thence North 89 degrees 52 minutes 17 seconds West, 150.00 feet; thence South 00 degrees 45 minutes 20 seconds East to the South line of Section 22 also being the North line of Forest Brook Subdivision No. 1, as recorded in Liber 94, Plats, Pages 57, 58 and 59, Wayne County Records, 290.44 feet; thence North 89 degrees 52 minutes 17 seconds West, along said South line of Section 22, also being the said North line of Forest Brook Subdivision No. 1, 185.37 feet; thence North 00 degrees 45 minutes 06 seconds West, 665.82 feet; thence North 89 degrees 44 minutes 33 seconds West, 1005.31 feet to the point of beginning.

Excepting therefrom:

A parcel of land in the Southeast 1/4 of Section 22, T. 2S., R. 8E., Canton Township, Wayne County, Michigan described as follows:

Commencing at the South 1/4 corner of Section 22, T. 2S, R. 8E., and proceeding thence along the North and South 1/4 line of said Section 22, N. 00°41'14" W., 668.07'; thence S. 89°44'33" E., 769.01' to the point of beginning of the parcel herein described; thence N. 00°18'07" E., 138.21'; thence S. 89°41'53" E., 79.18'; thence S. 00°18'07" W., 138.15'; thence N. 89°44'33" W., 79.18' to the point of beginning.

The foregoing excepted parcel, after recordation of the Plat of Nowland Estates Subdivision, shall thereafter be described as: Lot 15 of Nowland Estates Subdivision, according to the Plat thereof recorded in Liber 107, Pages 60 through 63 inclusive of Plats, Wayne County Records.

Description of the Nowland Parcel

L127766PA909

A parcel of land in the Southeast 1/4 of Section 22, T 2S, R 8E, Canton Township, Wayne County, Michigan described as follows

Commencing at the South 1/4 corner of Section 22, T 2S, R 8E, and proceeding thence along the North and South 1/4 line of said Section 22, N 00°41'14" W, 668.07'; thence S. 89°44'33" E, 769.01' to the point of beginning of the parcel herein described; thence N. 00°18'07" E., 138.21'; thence S. 89°41'53" E., 79.18'; thence S. 00°18'07" W., 138.15'; thence N. 89°44'33" W., 79.18' to the point of beginning.

The Nowland Parcel, after recordation of the Plat of Nowland Estates Subdivision, shall instead be described as:

Lot 15 of Nowland Estates Subdivision, according to the Plat thereof recorded in Liber 107, Pages 60 through 63 inclusive of Plats, Wayne County Records.

Description of the Subdivision Parcel

A parcel of land in the Southeast 1/4 of Section 22, Town 2 South, Range 8 East, Canton Township, Wayne County, Michigan, described as follows:

Commencing at the South 1/4 corner of said Section 22, T.2S, R.8E., and proceeding thence along the North and South 1/4 line of said Section 22, North 00 degrees 41 minutes 14 seconds West, 668.07 feet to the point of beginning; thence continuing along said line North 00 degrees 41 minutes 14 seconds West, 198.83 feet; thence South 89 degrees 41 minutes 53 seconds East, 246.00 feet; thence North 00 degrees 41 minutes 14 seconds West, 135.00 feet; thence North 89 degrees 41 minutes 53 seconds West, 246.00 feet to a point on the North and South 1/4 line of said Section 22; thence along said line North 00 degrees 41 minutes 14 seconds West, 333.84 feet to a point on the boundary of Franklin-Palmer Estates Subdivision, recorded in Liber 96, Plats, Pages 22 through 26, Wayne County Records; thence along said boundary South 89 degrees 40 minutes 02 seconds East, 669.96 feet; and South 00 degrees 42 minutes 10 seconds East, 333.47 feet; and South 89 degrees 41 minutes 57 seconds East, 670.23 feet; thence in part along the boundary of said Franklin-Palmer Subdivision and in part along the boundary of Palmer Place Condominium as recorded in Liber 25747, Pages 4 through 66, Wayne County Records, South 00 degrees 45 minutes 20 seconds East, 707.45 feet; thence North 89 degrees 52 minutes 17 seconds West, 150.00 feet; thence South 00 degrees 45 minutes 20 seconds East to the South line of Section 22 also being the North line of Forest Brook Subdivision No. 1, as recorded in Liber 94, Plats, Pages 57, 58 and 59, Wayne County Records, 290.44 feet; thence North 89 degrees 52 minutes 17 seconds West, along said South line of Section 22, also being the said North line of Forest Brook Subdivision No. 1, 185.37 feet; thence North 00 degrees 45 minutes 06 seconds West, 665.82 feet; thence North 89 degrees 44 minutes 33 seconds West, 1005.31 feet to the point of beginning.

Being all of Tax Parcel Nos.: 71-088-99-0005-000; 71-088-99-0006-000;
71-088-99-0007-702; 71-088-99-0017-003; 71-088-99-0017-004; 71-088-99-0015-000.

Description of the Trask Parcel
Wayne County Tax Item No 71-88-990007-701

L:277860PA910

A parcel of land in the Southeast 1/4 of Section 22, T.2S., R.8E., Canton Township, Wayne County, Michigan described as beginning at a point on the North and South 1/4 line of said Section 22, distant North 00°41'14" West, 866.90' from the South 1/4 corner of Section 22, T.2S., R.8E.; thence continuing along said line North 00°41'14" West, 135.00'; thence South 89°41'53" East, 246.00'; thence South 00°41'14" East, 135.00'; thence North 89°41'53" West, 246.00' to the point of beginning, containing 0.762 acres and being subject to the rights of the public in the Westerly 33.00' thereof for road purposes (Sheldon Road) and to any easements of record.

Upon completion of its acquisition of the Trask Parcel (which has been approved for property split); developer proposes to reconvey the split parcels as follows:

Description of Parcel A

A parcel of land in the Southeast 1/4 of Section 22, T.2S., R.8E., Canton Township, Wayne County, Michigan described as beginning at a point on the North and South 1/4 line of said Section 22, distant North 00°41'14" West, 866.90' from the South 1/4 corner of Section 22, T.2S., R.8E.; thence continuing along said line North 00°41'14" West, 135.00'; thence South 89°41'53" East, 113.01'; thence South 00°41'14" East, 135.00'; thence North 89°41'53" West, 113.01' to the point of beginning, containing 0.350 acres and being subject to the rights of the public in the Westerly 33.00' thereof for road purposes (Sheldon Road) and to any easements of record.

Description of Parcel B

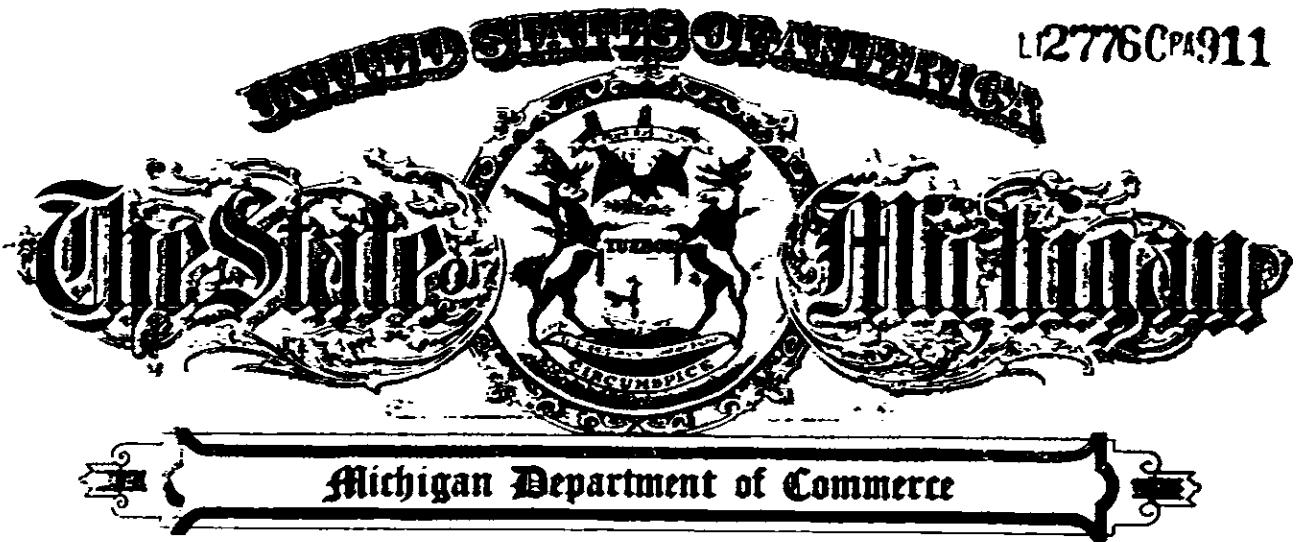
A parcel of land in the Southeast 1/4 of Section 22, T.2S., R.8E., Canton Township, Wayne County, Michigan described as commencing at the South 1/4 corner of Section 22, T.2S., R.8E.; and proceeding thence along the North and South 1/4 line of said Section 22, North 00°41'14" West, 866.90'; thence South 89°41'53" East, 113.01' to the point of beginning; thence North 00°41'14" West, 135.00'; thence South 89°41'53" East, 70.00'; thence South 00°41'14" East, 135.00'; thence North 89°41'53" West, 70.00' to the point of beginning, containing 0.217 acres.

Description of Parcel C

A parcel of land in the Southeast 1/4 of Section 22, T.2S., R.8E., Canton Township, Wayne County, Michigan described as commencing at the South 1/4 corner of Section 22, T.2S., R.8E.; and proceeding thence along the North and South 1/4 line of said Section 22, North 00°41'14" West, 866.90'; thence South 89°41'53" East, 183.01' to the point of beginning; thence North 00°41'14" West, 135.00'; thence South 89°41'53" East, 62.99'; thence South 00°41'14" East, 135.00'; thence North 89°41'53" West, 62.99' to the point of beginning, containing 0.195 acres.

EXHIBIT "B"

LI2776CPA911



Lansing, Michigan

This is to Certify That Articles of Incorporation of **NORLAND**
ESTATES SUBDIVISION HOMEOWNERS ASSOCIATION, INC. were duly filed in this
office on this date in accordance with Act 162, Public Acts of 1982.

*In testimony whereof, I have hereunto set my
hand and affixed the Seal of the Department,
in the City of Lansing, this 12th day
of October 19 94*

CORPORATION AND SECURITIES

Director

MICHIGAN DEPARTMENT OF COMMERCE - CORPORATION AND SECURITIES BUREAU

(FOR BUREAU USE ONLY)

FILED

Date Received

OCT 12 1994

OCT 12 1994

Administrator
MICHIGAN DEPARTMENT OF COMMERCE
Corporation & Securities Bureau

CORPORATION IDENTIFICATION NUMBER

ARTICLES OF INCORPORATION

For use by Domestic Nonprofit Corporations

(Please read information and instructions on last page)

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is: NOWLAND ESTATES SUBDIVISION HOMEOWNERS ASSOCIATION, INC. ✓

ARTICLE II

The purpose or purposes for which the corporation is organized are:
See Rider attached hereto.

ARTICLE III

The corporation is organized upon a nonstock (stock or nonstock) basis.

1. If organized on a stock basis, the total number of shares which the corporation has authority to issue is _____ . If the shares are, or are to be, divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences and limitations of the shares of each class are as follows:

CK 25.00 1347

ARTICLE III (cont)

2. a. If organized on a nonstock basis, the description and value of its real property assets are: (if none, insert "none")
 Certain common areas and amenities located within Noviana Estates Subdivision, a subdivision located in Canton Township, Michigan. The value of the property is \$10.00.
- b. The description and value of its personal property assets are: (if none, insert "none")
 None
- c. The corporation is to be financed under the following general plan:
 Assessment of members owning lots in the subdivision
- d. The corporation is organized on a Membership basis.

ARTICLE IV

1. The address of the registered office is:
31555 West 14 Mile Road, Suite 101, Farmington Hills . Michigan 48336
(Street Address) (City) (ZIP Code)
2. The mailing address of the registered office if different than above:
 . Michigan
P.O. Box (City) (ZIP Code)
3. The name of the resident agent at the registered office is: Sherr Development Corporation

ARTICLE V

The name(s) and address(es) of all the incorporator(s) is (are) as follows:

Name	Residence or Business Address
Janis K. Kujan	2290 First National Building, Detroit, MI 48226

Use space below for additional Article, or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

L12776GPA914

See Attached Rider.

I (We), the incorporator(s) sign my (our) name(s) this 11th day of October, 1996.

James K. Kujan
James K. Kujan

DOCUMENT WILL BE RETURNED TO NAME AND MAILING ADDRESS INDICATED IN THE BOX BELOW. Include name, street and number for P.O. box, city, state and ZIP code.

L12776GPA915

Name of person or organization
remitting fees:

HONIGMAN MILLER SCHWARTZ

AND COHN

Preparer's name and business
telephone number:

Janis K. Kujan, Legal Assistant

(313) 256-7833

JANIS K. KUJAN, LEGAL ASSISTANT
HONIGMAN MILLER SCHWARTZ AND COHN
2290 FIRST NATIONAL BUILDING
DETROIT, MI 48226

INFORMATION AND INSTRUCTIONS

1. The articles of incorporation cannot be filed until this form, or a comparable document, is submitted.
2. Submit one original copy of this document. Upon filing, a microfilm copy will be prepared for the records of the Corporation and Securities Bureau. The original copy will be returned to the address appearing in the box above as evidence of filing.
Since this document must be microfilmed, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.
3. This document is to be used pursuant to the provisions of the Act by one or more persons for the purpose of forming a domestic nonprofit corporation.
4. ARTICLE II — The purpose for which the corporation is organized must be included. It is not sufficient to state that the corporation may engage in any activity within the purposes for which corporations may be organized under the Act.
5. ARTICLE III — The corporation must be organized on a stock or nonstock basis. Complete Article III(1) or III(2) as appropriate, but not both. Real property assets are items such as land and buildings. Personal property assets are items such as cash, equipment, fixtures, etc.
6. ARTICLE IV — A post office box may not be designated as the street address of the registered office.
7. ARTICLE V — The Act requires one or more incorporators. The addresses should include a street number and name (or other designation), city and state.
8. This document is effective on the date approved and filed by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated as an additional article.
9. This document must be signed in ink by each incorporator listed in Article V. However, if there are 3 or more incorporators, they may, by resolution adopted at the organizational meeting by a written instrument, designate one of them to sign the articles of incorporation on behalf of all of them. In such event, these articles of incorporation must be accompanied by a copy of the resolution duly certified by the acting secretary at the organizational meeting and a statement must be placed in the articles incorporating that resolution into them.
10. FEES: Filing fee & Franchise fee (Make remittance payable to State of Michigan) ... \$20.00
11. Mail form and fee to:
MICHIGAN DEPARTMENT OF COMMERCE
Corporation and Securities Bureau
Corporation Division
P.O. Box 30054
6546 Mercantile Way
Lansing, MI 48909
Telephone: (517) 334-6302

RIDER
to Articles of Incorporation
of Nowland Estates Subdivision Homeowners Association

ARTICLE II

The purposes for which the corporation is organized are:

- (a) To manage and administer the affairs of and to maintain certain portions of Nowland Estates Subdivision, a subdivision (hereinafter called "Subdivision");
- (b) To levy and collect assessments against and from the owner members of the corporation and to use the proceeds thereof for the purposes of the corporation;
- (c) To carry insurance and to collect and allocate the proceeds thereof;
- (d) To rebuild certain improvements after casualty;
- (e) To contract for and employ persons, firms, or corporations to assist in management, operation, maintenance, and administration of the Subdivision;
- (f) To make and enforce reasonable regulations concerning the use and enjoyment of the Subdivision;
- (g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease (as landlord or tenant) any real and personal property, for the purpose of providing benefit to the members of the corporation and in furtherance of any of the purposes of the corporation;
- (h) To borrow money and issue evidence of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien;
- (i) To enforce the provisions of the Bylaws of the Subdivision and of these Articles of Incorporation and such Bylaws and rules and regulations of the corporation as may hereafter be adopted;
- (j) To do anything required of or permitted to its administrator of the Subdivision by the Bylaws;
- (k) In general, to enter into any kind of activity; to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management,

maintenance, repair, replacement and operation of the Subdivision and to the accomplishment of any of the purposes thereof.

ARTICLE VI

The corporation shall have two classes of membership, being Class A and Class B, as follows:

- (a) Class A membership shall be voting, and the Declarant (as defined in the Declaration of Covenants and Restrictions for the Nowland Estates Subdivision) shall be the only Class A member;
- (b) Each owner of a lot other than the Declarant shall be a Class B member;
- (c) Class B membership shall be non-voting until the time specified in subsection (d) below, at which time all owners (including the Declarant) shall be entitled to vote on a one vote per lot basis (regardless of the number of owners of any such lot);
- (d) The Declarant shall have the sole vote in the corporation, and the consequent right to appoint the Board of Directors of the corporation (the "Board"), until such time as 90% of the lots shall have occupied residences on them, or at such earlier time as may be designated in writing by the Declarant; and
- (e) At such time as 90% of the lots shall have occupied residences on them or at such earlier time as shall have been designated in writing by the Declarant, Class B members of the corporation shall have the voting rights described in Subsection (d) above, and, thereafter, the Board shall be elected by the combined vote of the Class A and Class B members (in each case, voting on a one vote per Lot basis).

ARTICLE VII

The qualifications of members, the manner of their admission to the corporation, the termination of membership, and voting by the members shall be as follows:

- (a) Each owner of a lot in the Subdivision shall be a member of the corporation, and no other person or entity shall be entitled to membership.
- (b) Membership in the corporation is, and shall be, appurtenant to, and may not be separated from, ownership of any Lot. Notwithstanding the foregoing, the termination of any person's ownership in any Lot, and the consequent termination of such person's membership in the corporation, shall not be deemed to relieve such person from any debt or obligation

attributable to such lot which accrued or arose during the period in which such person was an owner of a lot.

(c) The share of a member in the funds and assets of the corporation cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to the members's lot in the Subdivision.

ARTICLE VIII

A volunteer director (as defined in Section 110 of Act 162, Public Acts of 1982, as amended) of the corporation shall not be personally liable to the corporation or its members for monetary damages for breach of the director's fiduciary duty arising under any applicable law. However, this Article shall not eliminate or limit the liability of a director for any of the following:

- (a) A breach of the director's duty of loyalty to the Corporation or its members.
- (b) Acts or omissions not in good faith or that involve intentional misconduct or knowing violation of law.
- (c) A violation of Section 551(1) of Act 162, Public Acts of 1982, as amended.
- (d) A transaction from which the director derived an improper personal benefit.
- (e) An act or omission occurring before the effective date of this Article.

Any repeal or modification of this Article shall not adversely affect any right or protection of any director of the corporation existing at the time of, or for or with respect to, any acts or omissions occurring before such repeal or modification.

SECTION 1

Declaration of Covenants
and Restrictions

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (this "Declaration") made this 30th day of AUGUST, 1994, by Sherr Development Corporation, a Michigan corporation (the "Declarant"), having its principal office at 31555 W Fourteen Mile Road, Suite 101, Farmington Hills, MI 48334, William C. and L. Soraya Nowland, husband and wife, (the "Nowlands") whose address is 43745 Verdun, Canton, MI 48188, and Charles A. and Shelley D. Trask, husband and wife, (the "Trasks"), whose address is 1551 Sheldon Road, Canton, Michigan 48188.

WITNESSETH:

The following is a recital of the facts and objectives underlying this Declaration:

(A) The Declarant is the owner of certain real property (the "Land") as described on Exhibit "A" attached hereto situated in the Charter Township of Canton (the "Township"), and the Nowlands are the owners of certain real property (the "Nowland Parcel") as described on Exhibit "A" attached hereto situated in the Township. Collectively, the Land and the Nowland Parcel comprise the Nowland Estates Subdivision (the "Subdivision") as described on Exhibit "A" attached hereto. The Subdivision is generally described as:

Lots 1 through 66, both inclusive, Nowland Estates Subdivision, Nowland Park North (Private Park), Nowland Park East (Private Park), and Nowland Park West (Private Park), part of the Southeast 1/4 of Section 22, T.2S., R.8E, Canton Township, Wayne County, Michigan, according to the Plat thereof as recorded in Liber 107 of Plats, Pages 80 to 83, all inclusive, Wayne County Records.

As used herein, the term "Subdivision," as it pertains to the benefits and obligations described in this Declaration, shall include the Trask Parcel.

(B) The Trasks are the owner of certain real property (the "Trask Parcel") as described on Exhibit "A" attached hereto situated in the Charter Township of Canton. The Trasks and Declarant have conditionally agreed to sell and acquire respectively the Trask Parcel. The Trask Parcel has been approved by the Township for a property split. If the Trasks and Declarant complete their sale and acquisition, Declarant intends to split the Trask Parcel into three (3) lots described as Parcels "A", "B" and "C" on Exhibit "A".

(C) The Subdivision consists of (i) 66 lots (the "Lots"), each of which is to be used for the construction and occupancy of one (1) detached single-family residence and permitted related improvements, in each case, subject to the provisions of this Declaration, and other matters of record, and (ii) certain private parks (the "Common Areas"), including (a) Nowland Park North (Private Park) ("Nowland Park North"), (b) Nowland Park East (Private Park) ("Nowland Park East"), and Nowland Park West (Private Park) ("Nowland Park West") (collectively, "Nowland Park"), all of which are intended for the benefit of the Subdivision, and for the use, in common, of (1) the Owners; (2) the Occupants; and (3) the Permittees.

(D) Declarant desires to subject the Subdivision to the covenants, restrictions, conditions, easements, charges and liens hereinafter set forth (i) to insure the development of the Subdivision as a desirable residential community, (ii) to prevent the construction, installation, placement or maintenance of any undesirable use, improvement or thing within the Subdivision; (iii) to promote internal harmony within the Subdivision; and (iv) to provide for the perpetual preservation and maintenance of the Common Areas, including, without limitation, the Storm Drainage Facilities and the Subdivision Landscaping, in a manner consistent with environmental, aesthetic and residential standards, and the

provisions of any applicable agreement with the Township regarding the Common Areas, the Storm Drainage Facilities and/or the Subdivision Landscaping

(E) Declarant deems it desirable to create an entity (the "Association") to own the Common Areas, and to which shall be delegated and assigned certain powers and duties hereunder, including, without limitation (i) administration, operation and maintenance of the Common Areas, including, without limitation, the Storm Drainage Facilities and the Subdivision Landscaping, (ii) enforcement of the covenants, restrictions, conditions, easements, charges and liens set forth in this Declaration, (iii) collection and disbursement of the assessments and charges described in this Declaration, and (iv) promotion of the health, safety and welfare of the residents of the Subdivision.

(F) Declarant has caused the Association to be organized as a nonprofit corporation (with mandatory assessment powers), for a perpetual term, under the laws of the State of Michigan, for the purpose of exercising the powers, duties and functions of the Association set forth in this Declaration (either directly, or through a management agent and/or maintenance contractors engaged by the Association).

NOW, THEREFORE, Declarant hereby declares that the Subdivision, including each Lot and Common Area in the Subdivision, and the Trask Parcel, including all parcel splits therefrom, shall be held, transferred, sold, conveyed, leased, used and occupied subject to the following covenants, restrictions, conditions, easements, charges and liens, each of which is for the benefit of, and shall run with and bind, each Lot and Common Area, and each Person having any right, title or interest in any Lot or Common Area, including, without limitation, each Owner and Occupant, and/or the heirs, personal representatives, successors and/or assigns of any such Person.

ARTICLE I

Defined Terms

As used in this Declaration with initial capital letters, the following terms shall have the meaning ascribed thereto:

"Association" shall mean and refer to the Nowland Estates Subdivision Homeowners Association, Inc., a Michigan nonprofit corporation, having its principal office at 31555 W. 14 Mile Road, Suite 101, Farmington Hills, MI 48334.

"Berm" shall mean and refer to those areas designated on the Plat and parcel split plan as private easement for greenbelt or for landscape lying adjacent to the Sheldon Road and Palmer Road right-of-way.

"Common Areas" shall mean and refer to those areas of land denoted as "Private Parks" on the recorded Plat of the Subdivision, including Nowland Park North, Nowland Park East and Nowland Park West, and intended to be (i) owned by the Association, and (ii) devoted to the common use and enjoyment of the residents in the Subdivision, together with any and all improvements now or hereafter located thereon, including, without limitation, the Storm Drainage Facilities and Subdivision Landscaping situated thereon. For Subdivision maintenance purposes, the term "Common Areas" shall include the Berms and median islands.

"Declarant" shall mean and refer to Sherr Development Corporation, a Michigan corporation, or any successor thereto, or any Person to whom or which it may expressly assign any one or more of its rights, or delegate any of its authority hereunder, in each case by means of an appropriate document recorded with the Register of Deeds of Wayne County, Michigan, and, in each case, as the context may require.

"Improvement" shall mean and refer to every building of any kind, garage, shed, gazebo, fence, wall or gate, pool, tennis court, or other structure or recreational facility

which may be erected or placed on any Lot, including, without limitation, any driveway, parking area, landscaping, planted material, sign, drainage system and/or utility connection thereon or therein

"Lot" shall mean and refer to any numbered parcel of land shown as such upon the recorded Plat of the Subdivision, and used or to be used for the construction and occupancy thereon of a detached single-family residential dwelling, and related improvements, in accordance herewith, and such reference may include such dwelling and related improvements, as the context may require. "Lot" shall also mean and refer to any parcel(s) split from the Trask Parcel.

"Members" shall mean and refer to all those Persons entitled to membership in the Association, as provided in this Declaration.

"Occupant" shall mean and refer to any Person, holding under an Owner, and entitled by lease, deed, contract or other agreement to use and occupy a residence upon any Lot.

"Owner" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Lot, including, for such purpose, the land contract vendee in regard to any Lot (rather than the land contract vendor), but not including any mortgagee unless and until such mortgagee shall have acquired such fee simple title pursuant to foreclosure, or any proceeding or conveyance in lieu of foreclosure. Where more than one Person has an interest in the fee simple title to any Lot, the interests of all such Persons collectively shall be that of a single Owner for purposes of voting on all matters involving the Association and Subdivision.

"Permittees" shall mean and refer to the visitors, invitees and guests of each Owner and Occupant.

"Person" shall mean and refer to any corporation, partnership, trust, association or natural person, or combination thereof, as the context may require.

"Storm Drainage Facilities" shall mean and refer to the storm sewer lines, storm water detention basins, pump stations, and related equipment, located upon the Subdivision. The Storm Drainage Facilities are the subject of a maintenance agreement between the Township and the Wayne County Department of Public Services, however, anything in the foregoing instruments to the contrary notwithstanding, the Association shall be solely responsible for the permanent maintenance and operation of the Storm Drainage Facilities, and for the payment of all costs and expenses in connection therewith.

"Subdivision Landscaping" shall mean and refer to landscaping installed by the Declarant in the Common Areas, including landscaped Berms and median islands. The Subdivision Landscaping is the subject of an Agreement for Maintenance of Subdivision Landscaping between the Declarant and the Township. Anything in the foregoing instruments to the contrary notwithstanding, the Association shall be solely responsible for the permanent maintenance of the Subdivision Landscaping, and for payment of all costs and expenses in connection therewith.

"Township" shall mean and refer to the Charter Township of Canton, Wayne County, Michigan.

ARTICLE II

Membership in the Association

SECTION 1. MEMBERSHIP. Every Person who or which is the Owner of a Lot shall be a Member of the Association. Membership in the Association is, and shall be, appurtenant to, and may not be separated from, ownership of any Lot. Notwithstanding the foregoing, the termination of any Person's ownership interest in any Lot, and the

consequent termination of such Person's membership in the Association, shall not be deemed to relieve such Person from any debt or obligation attributable to such Lot which accrued or arose during the period in which such Person was an Owner of a Lot

SECTION 2 VOTING RIGHTS. The Association shall have two classes of membership, being Class A and Class B, as follows:

(a) Class A membership shall be voting, and the Declarant shall be the only Class A Member,

(b) each Owner of a Lot other than the Declarant shall be a Class B Member,

(c) Class B membership shall be non-voting until the time specified in subsection (d) below, at which time all Owners (including the Declarant) shall be entitled to vote on a one vote per Lot basis (regardless of the number of Owners of any such Lot),

(d) the Declarant shall have the sole vote in the Association, and the consequent right to appoint the Board of Directors of the Association (the "Board"), until such time as 90% of the Lots shall have occupied residences on them, or at such earlier time as may be designated in writing by the Declarant; and

(e) at such time as 90% of the Lots shall have occupied residences on them, or at such earlier time as shall have been designated in writing by the Declarant, Class B Members of the Association shall have the voting rights described in subsection (d) above, and, thereafter, the Board shall be elected by the combined vote of the Class A and Class B Members (in each case, voting on a one vote per Lot basis).

ARTICLE III

Property Rights in the Common Areas

SECTION 1. MEMBERS' EASEMENTS OF ENJOYMENT. Subject to the provisions of Section 3 of this Article III, following, every Member shall have a right and easement of enjoyment in and to the Common Areas, and such easement shall be appurtenant to and shall pass with the title to any Lot whether or not specifically set forth in the deed or other conveyance to such Lot.

SECTION 2. TITLE TO COMMON AREAS. Declarant hereby covenants that it shall convey the Common Areas to the Association, free and clear of all liens and encumbrances, except (i) easements and rights-of-way of record, and (ii) such rights with regard to the grant of additional easements as are reserved to the Declarant and/or Association herein, and subject to the Members' rights and easements of enjoyment, not later than three years from the date of recordation of this Declaration.

SECTION 3. EXTENT OF MEMBER'S EASEMENTS. The rights and easements of enjoyment of the Members in and to the Common Areas are, and shall be, subject to the following:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;

(b) the right of the Association to suspend the voting and enjoyment rights of any Member for any period during which any assessment against such Member's Lot remains delinquent and unpaid, and for a period, not to exceed sixty (60) days, for any infraction by such Member of the published rules and regulations of the Association;

(c) the right of the Declarant and/or Association to grant easements affecting the Common Areas to government agencies, and others, for utilities of any kind serving the Subdivision, or any part thereof,

(d) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency or authority for such purposes, and subject to such conditions as may have been agreed upon by the Members, provided that no such dedication or transfer, or determination as to the conditions thereof, shall be effective unless an instrument signed by two-thirds of the Members shall have been recorded, agreeing to such dedication or transfer, and as to the conditions thereof, and, provided further, that no such dedication or transfer, or determination as to the conditions thereof, shall be effective unless the prior consent thereto of the Township, acting by and through its Board of Trustees, shall have first been obtained, and

(e) the right of the Association to levy assessments upon the Lots, as set forth in Article IV hereof.

SECTION 4. DELEGATION OF USE. Any Owner may delegate his right of enjoyment in and to the Common Areas to the members of his family and/or his Occupants and Permittees.

SECTION 5. ADDITIONAL EASEMENTS. Declarant reserves the right to grant additional easements affecting the Common Areas to government agencies, and others, for utilities of any kind serving the Subdivision, or any part thereof, without the consent of the Association or any Member.

ARTICLE IV

Covenant for Maintenance Assessments

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant, for each Lot within the Subdivision owned by Declarant, hereby covenants and agrees, and each Owner of any Lot, by acceptance of a deed, land contract or other conveyance thereto, whether or not it shall be so expressed in any such deed, land contract or other conveyance, shall be deemed to have covenanted and agreed to pay to the Association, annual and special assessments and/or charges, established and to be collected as hereinafter provided. Such assessments, together with interest thereon, and the costs of collection thereof, including reasonable attorneys' fees, shall be a charge and continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest thereon, and the costs of collection thereof, including reasonable attorney's fees, shall also be the personal obligation of each Person who was an Owner of such Lot at the time the assessment become due and payable. The personal obligation of any Owner for any delinquent assessment shall not pass to any successor in title of such Owner unless expressly assumed by such successor.

SECTION 2. FUNCTIONS OF THE ASSOCIATION. The principal functions of the Association are (i) the enforcement of the provisions of this Declaration; (ii) the collection and disbursement of assessments; (iii) the establishment of reasonable rules and regulations for the use of the Common Areas; (iv) the maintenance of the Common Areas, Berms and median islands; and (v) the promotion of the interests of the Owners. As used in this Declaration, the term "maintenance of the Common Areas, Berms and median islands" shall be deemed to include, without limitation, the following:

- (a) the operation, maintenance and improvement of the Common Areas, including, without limitation, the maintenance repair and replacement of the entrance monuments, landscaping, irrigation systems, lighting systems and established grades within the Common Areas;
- (b) the maintenance and improvement of the cul-de-sac and median islands, and the public walkways, within the Subdivision;

- (c) improvement of the landscaping within the Common Areas, including without limitation, the installation of sod and the planting of trees, flowers, shrubs and other plant materials.
- (d) maintenance of the landscaping within the Common Areas, including, without limitation, the cutting of grass, weeds and other growing material.
- (e) the installation of additional facilities, improvements and landscaping within the Common Areas,
- (f) control of undesirable insects and animals within the Common Areas,
- (g) removal of trash, paper and debris from the Common Areas;
- (h) the operation and maintenance of the Storm Drainage Facilities including, without limitation, the maintenance, repair and replacement of any pipe, pump station, drain, valve, grate or opening in the storm water detention basins, and all pipes or lines leading into or out of the storm water detention basins;
- (i) maintenance of the landscaping and slopes in and around the storm water detention basins;
- (j) payment of all real estate taxes, special assessments and other charges upon the Common Areas imposed or levied by any appropriate governmental authority;
- (k) the payment of insurance expenses in regard to the Common Areas and the Association; and
- (l) each and every other act necessary to protect and preserve and Common Areas for their intended purposes, including but not limited to, the proper functioning of the Storm Drainage Facilities at all times.

The Association shall maintain liability insurance in sufficient amounts for the purpose of protecting itself as well as the Owners, the Declarant, Builders and the Township of Canton from the burden of any liability resulting from accidents which may cause death or injury to anyone or damage or casualty to personal property while in the Common Areas or on any property under the jurisdiction or control of the Association. Any liability insurance shall name the Owners, the Declarant, Builders and the Township of Canton as additional insureds. The Township shall be insured in an amount which is acceptable to it. Proof of insurance shall be provided to the Township on an annual basis.

SECTION 3. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the Subdivision, and, in particular, for (i) the maintenance of the Common Areas; (ii) enforcing the provisions of this Declaration; (iii) providing other community services desired by the Members; and (iv) the protection of the Owners.

SECTION 4. ANNUAL ASSESSMENTS. The basis of the annual assessments, and the maximum amounts thereof, shall be as follows:

- (a) until January 1st of the year immediately following the conveyance of the first Lot to an Owner other than the Declarant, the maximum annual assessment shall be Two Hundred (\$200.00) Dollars per Lot;
- (b) from and after January 1st of the year immediately following the conveyance of the first Lot to an Owner other than the Declarant, the maximum annual assessment may be increased by the Board to Three Hundred (\$300.00) Dollars per Lot, without a vote of the Owners;
- (c) thereafter, the maximum annual assessment may be increased each year by the Board not more than ten percent (10%) above the maximum assessment for the

prior year without a vote of the Owners (it being understood that the maximum annual assessment for any year may be increased by more than ten percent (10%) above the maximum assessment for the prior year upon the affirmative vote of two-thirds of the Owners voting in person, or by proxy, at a meeting duly called for that purpose), and

(d) the Board may, after consideration of the current fiscal needs of the Association, fix the actual annual assessment for any year at an amount less than the maximum herein otherwise permitted.

SECTION 5. SPECIAL ASSESSMENTS In addition to the aforesaid annual assessments, the Association may levy against each Owner, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole, or in part, the cost of any construction, reconstruction, repair or replacement of any improvement upon the Common Areas, provided that any such special assessment shall have the assent of two-thirds of the Owners voting in person, or by proxy, at a meeting duly called for that purpose, and provided, further, that the Association shall levy a special assessment, if required, pursuant to Article VII of this Declaration, under the conditions therein described, in which event, no vote of Owners shall be required.

SECTION 6. UNIFORM RATE OF ASSESSMENTS The annual assessments, and each special assessment, shall be set by the Board at a uniform rate for each Lot, and may be collected on a monthly or an annual basis, as may be determined by the Board.

SECTION 7. NOTICE OF QUORUM FOR ACTION AUTHORIZED UNDER SECTIONS 4 AND 5. Written notice of any meeting called for the purpose of taking any action authorized under either Section 4 or 5 of this Article IV shall be sent to all Owners not less than fifteen (15) days in advance of such meeting. At the first meeting so called, the presence at the meeting of the Owners, or of proxies, entitled to cast sixty percent (60%) of all votes of the Class A and Class B membership shall constitute a quorum. If the required quorum is not present at such meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum at the proceeding meeting provided that such subsequent meeting shall be held not less than sixty (60) days following the proceeding meeting at which a quorum was not present.

SECTION 8. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENT: DUE DATE. The annual assessments provided for herein shall commence as to all Lots on the first day of the month next following the conveyance of the first Lot to an Owner other than Declarant. The first annual assessment shall be made for (and adjusted on the basis of) the balance of the calendar year, and shall become due and payable as at the day fixed for commencement. The annual assessment for any year, after the first year, shall become due and payable on the first day of January of such year.

SECTION 9. DUTIES OF BOARD OF DIRECTORS. Subject to the limitations set forth in Section 4, 5 and 6 of this Article IV, the Board shall fix the amount of the annual assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots and the assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall, upon demand, and payment of a reasonable charge, furnish to any Owner liable for such assessment a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. Each budget adopted by the Board shall include an adequate allowance for the maintenance of the Common Areas.

SECTION 10. EFFECT OF NON-PAYMENT OF ASSESSMENT: THE PERSONAL OBLIGATION OF THE OWNER: THE LIEN: REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty days after the due date shall be deemed delinquent, and shall bear interest from the due date at the highest rate permitted

by law. The Association may bring an action at law against the Owner personally obligated to pay such assessment, or foreclose the lien against the Lot, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, or in connection with such foreclosure, and in the event a judgment is obtained, such judgment shall include interest on the assessment, as above provided, and a reasonable attorney's fee to be fixed by the court, together with the costs of the action. No Owner may waive or otherwise escape liability for any assessment by non-use of the Common Areas or the abandonment of such Owner's Lot. Subject to the provisions of Section 11 of this Article IV, sale or transfer of any Lot shall not affect the lien for any assessment regarding such Lot.

SECTION 11. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessment(s) provided for herein is and shall be subordinate to the lien(s) of any mortgage or mortgages now or hereafter placed upon any Lot subject to assessment hereunder, provided, however, that such subordination shall apply only to assessments which have become due and payable prior to sale or transfer of such Lot pursuant to foreclosure of such mortgage(s), or prior to any other proceeding or conveyance in lieu of foreclosure. Such sale, transfer or conveyance shall not, however, relieve such Lot from liability for any assessment thereafter coming due, or from the lien of any such subsequent assessment.

ARTICLE V

Architectural Review

SECTION 1. ARCHITECTURAL REVIEW COMMITTEE. No Improvement shall be erected, placed, installed, constructed, reconstructed or maintained on any Lot, nor shall any exterior addition to, or change in, or alteration of the exterior appearance of any Improvement, or any change in landscaping, be made until plans and specifications showing the kind, size, shape, height, colors, materials, topography and location of each Improvement on the Lot shall have been submitted to and approved in writing by the Committee. The Committee shall, initially, consist of the Declarant until such time as Declarant has sold and released deeds to all Lots. After such time, Declarant shall delegate and assign to the Association its power of appointment with regard to members of the Committee; provided that, Declarant may, in its sole discretion, make such delegation to the Association at an earlier time. Neither Declarant nor any member of the Committee shall have any liability whatsoever to any Person in connection with the approval or disapproval of any plans or specifications in regard to any Improvement.

SECTION 2. PRELIMINARY APPROVAL. Preliminary plans and specifications may be first submitted to the Committee for preliminary approval.

SECTION 3. FINAL APPROVAL. Plans and specifications for final approval by the Committee shall include the following:

- (a) a topographic survey and dimensioned plot plan of the Lot, showing existing and proposed grades, the location of all trees in excess of three (3) inches in diameter, and the location of all proposed Improvements on the Lot;
- (b) construction and architectural plans, sufficient in detail to secure a building permit in the Township, including, without limitation, dimensioned floor plans, typical sections, and all elevations (front, both sides and rear) of the main dwelling structure and garage and any proposed outbuildings;
- (c) detailed elevations of all walls and gates;
- (d) specifications setting forth the type, quality, color and texture of all materials to be employed in all Improvements, including a detailed finish

schedule for all exterior materials, products and finishes, with actual brick, stain and shingle samples.

- (e) a complete landscaping plan (including a plan for any proposed exterior lighting), together with a planting list,
- (f) a construction schedule, and
- (g) any other data, drawings or specifications which the Committee deems necessary to fulfill its function

SECTION 4 VARIANCE REQUIRED No approval of the Committee shall be valid if any Improvement violates any restriction set forth in this Declaration, or any provision of the Township's zoning ordinance, except in cases where an appropriate waiver or variance in regard to such Improvement has been granted by the Township and/or Committee, as provided in this Declaration.

SECTION 5. APPROVAL AND DISAPPROVAL. The Committee may disapprove plans for any Improvement or alteration for non-compliance with any restriction contained in this Declaration, or because of dissatisfaction with the grading and drainage plans, the location of any Improvement on the Lot, the proposed materials, the proposed color scheme, the proposed finish, design, proportion, shape, height, style or appropriateness of the proposed Improvement or alteration, or because of any matter or thing, which, in the judgment and discretion of the Committee, would cause the proposed Improvement or alteration to be inconsistent with the objectives of the Committee, or with improvements erected or to be erected on other Lots, including purely aesthetic considerations. No material change may be made in any approved plan or specification, including, without limitation, any approved exterior material, stain, color, or roof material, or in the approved landscaping plan, without the prior written consent of the Committee. One complete set of the approved plans and specifications in regard to each Lot, including any and all approved amendments thereto, shall be kept and retained by the Committee for its permanent file in connection with each Lot.

SECTION 6. FAILURE TO ACT. In the event the Committee shall have failed to approve or disapprove plans and specifications within thirty (30) days after the full, proper and complete submission thereof, the need for such approval by the Committee shall be deemed to have been waived, but all other restrictions, limitations and conditions set forth in this Declaration shall apply and remain in full force and effect as to such plans and specifications.

SECTION 7. FORM OF APPROVAL. Committee approval shall be deemed given if the plans and specifications submitted for approval are marked or stamped as having been finally approved by the Committee, and are signed and dated by two (2) members of the Committee validly serving on the date of such approval.

SECTION 8. REVIEW FEE. The Committee may charge a review fee, not to exceed Two Hundred Fifty (\$250.00) Dollars, in connection with the review of plans and specifications for any Improvement or combination of Improvements on any Lot, or in regard to the substantial alteration of any Improvement. The fee may not be utilized for the purpose of paying any salary to any member of the Committee, but exclusively for the purpose of reimbursing the actual expenses of the Committee, including, without limitation, the professional fees of independent consultants to the Committee.

ARTICLE VI

Restrictions Upon Use

SECTION 1. PERMITTED USE. No Lot shall be used except for single family residential purposes. Except as specifically permitted herein, no structure shall be erected, altered, re-erected, placed or permitted to remain on any Lot other than one single family

residential dwelling (the "Dwelling"), not to exceed two (2) stories in height, and a private garage for not more than three (3) vehicles for the sole use of the Owner/Occupant of the Lot upon which such Dwelling shall have been erected, together with such other Improvements as the Committee shall have approved. Each garage shall be attached or architecturally related to the Dwelling to which such garage pertains, and shall be constructed at the time of, and in conjunction with, construction of such Dwelling. No garage shall provide space for less than two (2) vehicles. Carports are specifically prohibited. No part of any Dwelling or appurtenant structure shall be used for any activity normally conducted as a business. Except as specifically permitted herein, a pre-existing structure may not be moved onto any Lot.

SECTION 2. MINIMUM FLOOR AREA. The minimum ground floor area of the Dwelling shall be not less than one thousand four hundred (1400) square feet, in the case of a one story Dwelling, nor less than one thousand five hundred (1500) square feet, in the case of a one and one-half story Dwelling, nor less than one thousand six hundred (1600) square feet, in the case of a two story Dwelling, in each case, measured from the exterior faces of the exterior walls. As used herein, the term "ground floor area" shall not be deemed to include basements or unfinished attics, or garages, patios, decks, open porches, entrance porches, terraces, storage sheds, breezeways, or like areas, even if attached to the Dwelling, but such term shall be deemed to include enclosed porches if the roof of the porch is an integral part of the roof line of the Dwelling. Each Dwelling shall have a basement.

SECTION 3. ALTERATION OF LOT. No Lot may be divided or reduced in size except by the taking of part thereof by a public agency for a public purpose. Whole Lots may be combined for use as one (1) building site.

SECTION 4. MINIMUM YARDS. Except as otherwise required by the Township, no Dwelling or other structure shall be located on any Lot nearer than 25 feet to the front Lot line, or nearer than 35 feet to the rear Lot line, or nearer than 25 feet to a side street Lot line, in the case of a corner Lot. Except as above and hereinafter set forth, each Dwelling, or other structure, shall be so located and erected upon the Lot as to provide a minimum side yard on one side thereof not less than 5 feet, and the combined total of the two side yards on such Lot shall not be less than 15 feet.

SECTION 5. EXTERIOR MATERIALS. The visible exterior walls of each Dwelling and appurtenant structure shall be constructed of brick, brick veneer, wood, siding, and/or stone in any combination. The Committee may grant such exceptions to this restriction as the Committee shall deem desirable, subject to any applicable Township ordinance regarding the use of certain exterior materials. Windows and doors shall not be considered visible exterior walls for purposes of this section. No unpainted (or non-factory painted) metal doors may be used in the exterior of any Dwelling or appurtenant structure. No used material, except reclaimed brick, may be used in the construction of any visible exterior wall. The use of exposed cement block, slag, cinder block, imitation brick, asphalt, or any type of commercial siding on any visible exterior wall is expressly prohibited.

SECTION 6. SIMILAR ELEVATIONS. No substantially similar front elevation in style and color of any Dwelling shall be duplicated on any Lot less than one hundred twenty (120) feet away along the front Lot lines, unless approved by the Committee. Different colors and building material patterns shall be used for Dwellings on adjacent Lots to avoid the appearance of repetition.

SECTION 7. WALLS AND FENCES. No fence or wall of any type shall be permitted for the purpose of enclosing or partially enclosing any Lot. Wrought iron fencing (but not fencing of the wire type commonly known as "Cyclone Fencing") may be used on any Lot for the purpose of enclosing a permitted swimming pool, in locations approved by the Committee. The side yards and rear yard (but not the front yard) of any Lot may be enclosed or partially enclosed by landscaping pursuant to a plan approved by the Committee, provided that the street side of a corner Lot shall be considered a second front yard for purposes of the foregoing limitations.

SECTION 8 SWIMMING POOLS No swimming pool may be installed on any Lot any portion of which is higher than one (1) foot above the finished grade of the Lot. No above ground swimming pool may be erected, placed or permitted to remain on any Lot, either temporarily or permanently.

SECTION 9 ANIMALS Except as hereinafter set forth, no animals or fowl shall be kept, bred or harbored on any Lot. Not more than two (2) domesticated animals, of a type commonly deemed to be household pets, may be kept on any Lot (but not kept or bred for commercial purposes), as long as each such pet shall have such care and restraint as not to be objectionable or offensive to others due to noise, odor or unsanitary conditions. Any such pet shall be kept either on a leash, or in a run, pen or kennel (in any event, a "pen"), and shall not be allowed to run loose or unattended. Except for any pre-existing pen, no pen shall be erected, placed or permitted to remain on any Lot unless located within the rear yard of such Lot adjacent to a wall of the Dwelling or garage, and facing the rear or interior of the Lot, and such pen shall not be permitted to extend into either side yard. All pens shall be made of wood, decorative block or approved fencing materials, or any combination thereof, and may not exceed three hundred (300) square feet in area or four (4) feet in height. The exterior sides of a pen shall be landscaped with plantings to screen the view thereof from adjacent Lots, and such pen shall be kept and maintained in a clean and sanitary condition. The construction and landscaping plans for a pen are subject to approval by the Committee.

SECTION 10. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, commercial vehicle, recreation vehicle, shack, garage, barn, storage shed, tent, tree house, or other similar outbuilding, may be used or occupied at any time, on any Lot, either temporarily or permanently, except that (i) tents for entertainment purposes may be erected on any Lot for periods not to exceed forty-eight (48) hours; (ii) an appurtenant swimming pool bathhouse may be maintained on any Lot, provided that the plans for such swimming pool and bathhouse shall have been approved by the Committee and Township; and (iii) a temporary storage building for the storage of materials and supplies to be used in connection with the construction of a Dwelling on any Lot may be kept and maintained on such Lot during the period of such construction.

SECTION 11. STORAGE OF VEHICLES. No house trailer, commercial vehicle, truck, boat, boat trailer, camper, recreational vehicle or camping, horse or other utility trailer or vehicle (except passenger cars and passenger vans) may be parked or stored on any Lot unless stored fully enclosed within an attached garage otherwise constructed in accordance with this Declaration, except that (i) commercial trucks and vehicles may be parked upon any Lot while making deliveries or pickups in the normal course of business, and (ii) one construction trailer may be kept and maintained within the Subdivision by each builder engaged in the construction of Dwellings within the Subdivision, provided that such construction trailer shall be located upon a Lot owned by such builder, or by the Person for whom such builder is constructing such Dwelling, and shall be removed from the Subdivision at such time as such builder shall have completed the construction of Dwellings within the Subdivision.

SECTION 12. ANTENNAS. No exterior radio, television or other communications antenna of any type, or any saucer, dish or similar device, may be erected, placed, maintained or permitted to remain on any Lot, except that the Committee may, upon appropriate application with regard to any Lot, determine that the absence of an outside antenna will cause a substantial hardship, and, upon such finding, may permit an outside antenna to be used in connection with such Lot under such conditions as the Committee shall deem reasonable.

SECTION 13. SUBDIVISION CLEANLINESS. No Lot shall be used as a dumping ground for rubbish, trash, garbage or other waste, and such material shall not be kept or stored on any Lot except in appropriately sealed sanitary containers properly concealed from public view. Garbage containers shall not be left at the roadside of any occupied Lot for more than twenty four (24) hours during any one week. Any debris resulting from the destruction in whole or in part of any Dwelling, structure or

improvement on any Lot shall be removed from such Lot by the Owner thereof with all reasonable dispatch. Each Owner shall prevent such Owner's Lot, and any Dwelling, appurtenant structure or other improvement thereon from becoming unsightly or unkempt, or from falling into a state of disrepair. No laundry shall be hung for drying on any Lot outside of the Dwelling on such Lot.

SECTION 14. EASEMENTS AND OTHER CONDITIONS. Easements for the construction, installation and maintenance of public utilities, for surface and road drainage facilities, and for sanitary sewer, storm sewer and water main facilities and for greenbelt and/or landscaping, are reserved as shown on the recorded Plat of the Subdivision, and/or as may otherwise appear of record, and as set forth herein. In addition, easements are hereby specifically reserved to the Declarant in, through and across a strip of land six feet (6') in width along all rear and side Lot lines for the installation and maintenance of telephone, electric and cable television lines and conduits, sanitary and storm sewers, water mains, and for surface drainage purposes, and for the use of any public utility service deemed necessary by the Declarant. The use of any such easement may be assigned by the Declarant, at any time, to any Person furnishing one or more of the foregoing services and/or facilities, and any such easement may be relinquished by the filing of record by the Declarant of an appropriate instrument of relinquishment. Within each of the foregoing easements, no structure, improvement, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and/or maintenance of such service facilities and utilities, or which may change, obstruct or retard the flow or direction of water in and through drainage channels in the easements, nor, without the written consent of the Committee, shall any change be made in the finished grade of any Lot once established upon completion of construction of the Dwelling on such Lot. The easement area of such Lot shall be maintained in a presentable condition continuously by the Owner, and the Owner of each Lot shall be liable for all damage to service facilities and utilities thereon, including, without limitation, damage to electric, telephone, natural gas and cable television distribution lines and facilities located therein. No shrubs or foliage shall be permitted or maintained on any Lot within five feet (5') of any utility company transformer enclosure or secondary connection pedestal.

SECTION 15. UNDERGROUND UTILITIES. All public utilities such as water mains, sanitary sewers, storm sewers, and electric, natural gas, cable television and telephone local subdivision distribution lines, and all connections to such facilities, either private or otherwise, shall be installed underground; provided, however, that (i) above ground transformers, pedestals, and other above ground electric, cable television, natural gas or telephone equipment deemed necessary by the supplier of any such utility service in connection with underground distribution systems; (ii) open drainage channels; and (iii) street lighting stanchions, shall be permitted. Each Owner shall be responsible for the installation, maintenance, repair and replacement of electrical, natural gas, telephone and cable television service conductors and facilities on such Owner's Lot, extending from the adjacent street right-of-way, or utility easement on such Lot, to the Dwelling. The Lots may be subject to charge, from time to time, for street lighting facilities installed and/or to be installed pursuant to the request of the Township.

SECTION 16. WEAPONS. No Owner shall use or discharge, or permit or suffer any member of his family, or guest or invitee, to use or discharge within the Subdivision, any B-B gun, firearm, pellet gun, sling shot, archery equipment or other weapon.

SECTION 17. SIGHT LINES. No wall, hedge or shrub planting which obstructs sight lines at elevations between two feet (2') and six feet (6') above the roadways shall be placed or permitted to remain on any Lot within the triangular area formed by the street property lines and a line connecting them at points twenty five feet (25') from the intersection of the street lines, or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight lines limitations shall apply on any Lot within ten feet (10') from the intersection of a street property line with the edge of a driveway pavement. No tree shall remain within such distances of such intersections unless the foliage line thereof is maintained at sufficient height to prevent obstruction of such sight lines.

SECTION 18 AIR CONDITIONERS No external air conditioning unit shall be placed in or attached to a window or wall of any Dwelling or appurtenant structure. No compressor or other component of a central air conditioning system (or similar system, such as a heat pump) shall be so located upon any Lot so as to be visible from the public street upon which such Lot fronts, and, to the extent reasonably possible, all such external equipment shall be so located on any Lot so as to minimize the negative impact thereof on any adjoining Lot, in terms of noise and appearance. In general, such equipment shall be located only in the rear yard, within five feet (5') of the rear wall of the Dwelling, and shall not project beyond the sidewall of the Dwelling so as to extend into a sideyard.

SECTION 19 DRIVEWAYS All driveways and driveway approaches shall be paved with concrete and shall be completed prior to occupancy of the Dwelling to be served by such driveway, except to the extent delayed or prohibited by strikes or adverse weather conditions, in which event, such paving shall be completed within thirty (30) days after the termination of such strike or adverse weather conditions.

SECTION 20 CHIMNEYS All chimneys (whether intended for live fires or furnaces) shall have flues lined through the entire height with standard clay lining or other fire resistant material. No prefabricated chimneys shall be installed or maintained for any purpose, including, without limitation, any fireplace, furnace, heater or stove.

SECTION 21 SALES OFFICES Anything in this Declaration to the contrary notwithstanding, Declarant, and the successors and/or assigns of Declarant, and its or their agents, employees and sales representatives, may use and occupy any Lot or Dwelling in the Subdivision for model or display purposes and/or as a sales office in regard to the sale of Lots or Dwellings therein or other lands in the Township owned by the Declarant, until all of the Lots and Dwellings to be built on the Lots or other lands shall have been sold.

SECTION 22 SIGNS No sign of any kind shall be displayed to the public view on any Lot, except (i) one sign of not more than five (5) square feet (the top of which shall be not more than five (5) feet above the ground) advertising the Lot for sale; (ii) uniform street address signs, of the type and in a uniform location specified by the Declarant; and (iii) signs of any size used by Declarant, or any builder in the Subdivision, to advertise the Lots (and /or new Dwellings thereon) for sale, during the construction and sale period.

SECTION 23 LANDSCAPING Each Lot must be landscaped in accordance with the approved landscaping plan for such Lot within ninety (90) days after initial occupancy of the Dwelling, weather conditions permitting, or within ninety (90) days after the end of such adverse weather conditions. After landscaping has been installed, the relevant Owner shall maintain such landscaping in good condition, consistent with the approved landscaping plan.

SECTION 24 PROHIBITED VEHICLES No snowmobiles or other vehicles, designed primarily for off-road use, shall be operated within the Subdivision.

SECTION 25 DISPOSALS All Dwellings within the Subdivision shall be equipped with an electric garbage disposal unit in the kitchen.

SECTION 26 WELLS No Owner shall dig, or attempt to dig, any well on any Lot.

SECTION 27 LEASES/RENTALS No Owner or Occupant shall lease, rent, and/or sublet their Dwelling to any Occupant other than one (1) immediate family member or grandparent. No Owner or Occupant shall lease, rent and/or sublet less than the whole of any Dwelling on any Lot.

SECTION 28 MAILBOXES Only one (1) box shall be permitted per Lot for the receipt of mail and newspapers and shall be of a standard size. Separate or additional boxes used solely for the receipt of newspapers are prohibited. All mailboxes must have either a wood or wrought iron post and must be pre-approved by the Architectural Review Committee.

ARTICLE VII

Authority of the Township

SECTION 1. NOTICE OF DEFICIENCY In the event the Township shall determine that the maintenance of any element of the Storm Drainage Facilities is inadequate to insure that such element will perform according to its design specifications, the Township will advise the Association, by written notice to the Associations' registered office, of the condition to which the Township objects, and shall establish a reasonable time limit for the correction of the deficiency.

SECTION 2. FAILURE TO COMPLY WITH NOTICE The Association shall comply with the notice from the Township within the time specified, and shall establish and collect such additional assessments on the Lots as shall be necessary to fund the cost of the required maintenance. In the event the Association shall fail to complete the required maintenance within the time specified, the Township may enter upon the relevant area(s) and perform the required maintenance, either by its employees, or through independent contractors. The Association shall be responsible for the cost of such maintenance by the Township, including reasonable inspection and supervision fees, as set forth in the Township's written statement of cost, addressed to the Association, and each Owner shall be responsible for an equal share of such costs (it being understood that the liability of the Association and each Owner for such cost shall be deemed fixed and absolute upon the Association's receipt of such statement, and that the Township may enforce the collection of such maintenance costs by order of the Circuit Court directing the levy of the required assessment of each Lot, secured by a lien on each Lot to the extent of the assessment, and the foreclosure of such lien, or the enforcement of the personal liability of each Owner for an equal share of the assessment, which remedies shall be cumulative).

SECTION 3. AGREEMENT FOR MAINTENANCE OF STORM DRAINAGE FACILITIES (The "Agreement"). The Declarant has entered into an Agreement with the Township to provide for the maintenance of the storm water detention basins situated in the Subdivision, as established by the Plat. The Agreement is binding upon the Declarant and the Association and each Owner of any Lot. Notwithstanding any limitation on assessments to the contrary, the Township shall have the right, but not the duty, pursuant to the Agreement, to assess the Owners of any Lot, for the costs of maintaining the Storm Drainage Facilities upon the failure of the Declarant or the Association to maintain the same.

In addition to the other methods of collection, the Township shall have the right to place such assessment on the municipal tax rolls of the properties and the Lots and collect the same in the same manner as any property tax or assessment. The foregoing shall not be the exclusive right or remedy of the Township and the rights and remedies provided to the Township by statute, ordinance, agreement or other provisions of the Declaration shall be preserved.

SECTION 4. EFFECT OF AGREEMENT. By its exercise of any rights hereunder, or under the Agreement between the Township and Declarant regarding the Storm Drainage Facilities, or by its undertaking any act in regard to the Storm Drainage Facilities, the Township does not constitute either the Association or the Owners as the agents or beneficiaries of the Township. The Township shall retain its full governmental immunity in the premises. Any act, right or obligation of the Township, either specifically, or by implication, arising from, or occurring as a result of, any provision of this Declaration or the Agreement, shall be done or omitted by the Township in its sole and exclusive discretion. In no event shall the Township be liable in damages, for specific performance, or otherwise, to the Association, or any Owner, by reason of or from any matter in connection with this Declaration or the Agreement.

SECTION 5. AGREEMENT FOR MAINTENANCE OF SUBDIVISION LANDSCAPING (the "Landscaping Agreement"). The Declarant has entered into a

Landscaping Agreement with the Township to provide for maintenance of landscaping within the Common Areas of the Subdivision and in rights-of-way within the Subdivision. The Landscaping Agreement is binding upon the Declarant and the Association and each Owner of any Lot. Notwithstanding any limitation on assessments to the contrary, the Township shall have the right, but not the duty, pursuant to the Landscaping Agreement to assess the Owners of any Lot, the Declarant or the Association for the cost of maintaining the landscaping.

In addition to the other methods of collection, the Township shall have the right to place such assessment on the municipal tax rolls of the properties and the Lots and collect the same in the manner as any property tax or assessment. The foregoing shall not be the exclusive right or remedy of the Township and the rights and remedies provided to the Township by statute, ordinance, agreement or other provisions of the Declaration shall be preserved.

ARTICLE VIII

General Provisions

SECTION 1. ENFORCEMENT. The Association or any Owner shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity against any Person violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against any Lot, to enforce the lien created by these covenants upon such Lot; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. SEVERABILITY. Invalidation of any one or more of these covenants or restrictions by judgment or court order shall in no way effect any other provision of this Declaration, and this Declaration shall otherwise continue and remain in full force and effect.

SECTION 3. NOTICES. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the Person who or which appears as Owner on the records of the Association at the time of such mailing.

SECTION 4. ANNEXATION OF ADDITIONAL LANDS. Additional subdivisions of land or property splits, now or hereafter owned by Declarant, or in which the Declarant shall have an interest, and located within the area bounded by Cherry Hill Road, Sheldon Road, Palmer Road and Morton Taylor Road (in each case, an "Addition"), may be brought by the Declarant under and within the jurisdiction of the Association (without the consent or approval of the Association or any Owner), in each case, by means of a Supplemental Declaration of Covenants and Restrictions filed of record with regard to such Addition, which shall extend to such Addition the scheme of the covenants and restrictions contained in this Declaration, and which shall subject the lots or parcels therein to assessment (and shall extend membership in the Association to such owners) on the basis set forth herein, and which shall provide that any additional park areas therein shall be for the use and benefit of the Owners, the residents in such Addition, and the residents in any subsequent Addition. Any such Addition may or may not contain additional park areas. Nothing contained herein shall require the Declarant to make any Addition to the Association. Any annexation of additional land by action of the Association (other than as aforesaid) shall require the consent of two-thirds of the Owners.

SECTION 5. TRANSFER OF RIGHTS AND POWERS. Declarant hereby reserves the unequivocal right to assign to the Association, in whole or in part, from time to time, any or all of the rights, powers, titles, easements and estates reserved by, or given to, the Declarant hereunder, including, without limitation, any right or power to approve or disapprove any use, act, proposed action or other matter or thing. Any such transfer or assignment shall be made by appropriate written instrument, recorded among the records of

the Wayne County Register of Deeds, and such assignee shall thereupon have the same rights and powers, and be subject to the same obligations and duties as herein given and reserved to and assumed by Declarant in connection with the rights, powers and easements so assigned, and such instrument, when executed by such assignee, shall, without further act, release the Declarant from all obligation, duty and liability in connection therewith

SECTION 6 PRE-EXISTING HOMES Anything contained in this document to the contrary notwithstanding, no home in existence and occupied upon the Subdivision prior to the recordation of the Subdivision Plat shall be deemed in violation of any of the structural or use restrictions of this Declaration

SECTION 7 AMENDMENT AND DURATION This Declaration, and the covenants and restrictions herein contained, shall run with and bind the Lots and Common Areas, and shall inure to the benefit of, and be enforceable by the Association, or any Owner, their respective legal representatives, heirs, successors and/or assigns, for a term of thirty (30) years from the date this Declaration is recorded (the "Primary Term"), after which time this Declaration shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the then Owners of two-thirds of the Lots shall have been recorded, agreeing to change this Declaration, in whole or in part; provided, however, that no such agreement and instrument of change shall be effective unless made and recorded at least three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement and instrument of change is sent to every Owner at least ninety (90) days in advance of any action taken; and, provided, further, that no such agreement and instrument of change affecting the Common Areas, in any way, shall be effective unless the prior consent of the Township shall have first been obtained.

No amendment may be adopted without the consent of the Declarant at any time in which it owns one (1) or more Lots in the Subdivision. No provision of the Declaration which specifically applies to or grants rights to the Township of Canton may be released, changed, modified or amended without the express written consent of the Township of Canton. Any amendment must be recorded with the Wayne County Register of Deeds before the amendment becomes effective.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as at the date first above set forth.

Signed in the presence of:

Amey K. Smith
Amey K. Smith
Stuart A. Brainerd
STUART A. BRAINERD

Signed by:

SHERR DEVELOPMENT CORPORATION,
 a Michigan corporation

By: *Stuart D. Sherr*
 Stuart D. Sherr
 Vice President

STATE OF MICHIGAN)
) ss.
 COUNTY OF *Wayne*)

The within instrument was acknowledged before me this *30th* day of *August*, 1994, by Stuart D. Sherr, who is a Vice President of Sherr Development Corporation, a Michigan corporation ("Corporation"), on behalf of the Corporation.

J. K. Harris
J. K. Harris Public Notary
 Wayne County, Michigan
 My Commission Expires: *5/25/98*

WILLIAM C AND L. SORAYA NOWLAND,
husband and wife,

Ellen Tenace
ELLEN TENACE
Stuart A. Nowland
STUART A. NOWLAND
Ellen Tenace
ELLEN TENACE
Stuart A. Nowland
STUART A. NOWLAND

By: William C. Nowland
William C. Nowland

By: L. Soraya Nowland
L. Soraya Nowland

CHARLES A AND SHELLEY D. TRASK,
husband and wife

Charles A. Trask
Shelley D. Trask
Charles A. Trask
STUART A. NOWLAND
Shelley D. Trask
STUART A. NOWLAND

By: Charles A. Trask
Charles A. Trask

By: Shelley D. Trask
Shelley D. Trask

STATE OF MICHIGAN)
COUNTY OF Wayne) ss.

Personally came before me this 30th day of August, 1994
William C. Nowland and L. Soraya Nowland, and acknowledged that they executed the
foregoing instrument as such Owners as the free act and deed of said ownership.

J. P. Harris
J. P. Harris Public Notary
Wayne County, Michigan
My Commission Expires:

STATE OF MICHIGAN)
COUNTY OF WAYNE)

On the 30th day of August, 1994, before me personally appeared
Charles A. Trask and Shelley D. Trask; who are husband and wife, and acknowledged that
they executed the foregoing instrument as their free act and deed.

J. P. Harris
J. P. Harris Public Notary
Wayne County, Michigan
My Commission Expires:

Drafted by and when recorded return to:

Stuart D. Sherr, Esq.
31555 W. Fourteen Mile Road, Suite 101
Farmington Hills, MI 48334

c:\nowland\dc

EXHIBIT "A"Description of the Land

A parcel of land in the Southeast 1/4 of Section 22, Town 2 South, Range 8 East, Canton Township, Wayne County, Michigan, described as follows

Commencing at the South 1/4 corner of said Section 22, T 2S, R 8E, and proceeding thence along the North and South 1/4 line of said Section 22, North 00 degrees 41 minutes 14 seconds West, 668.07 feet to the point of beginning, thence continuing along said line North 00 degrees 41 minutes 14 seconds West, 198.83 feet, thence South 89 degrees 41 minutes 53 seconds East, 246.00 feet; thence North 00 degrees 41 minutes 14 seconds West, 135.00 feet; thence North 89 degrees 41 minutes 53 seconds West, 246.00 feet to a point on the North and South 1/4 line of said Section 22; thence along said line North 00 degrees 41 minutes 14 seconds West, 333.84 feet to a point on the boundary of Franklin-Palmer Estates Subdivision, recorded in Liber 96, Plats, Pages 22 through 26, Wayne County Records; thence along said boundary South 89 degrees 40 minutes 02 seconds East, 669.96 feet; and South 00 degrees 42 minutes 10 seconds East, 333.47 feet; and South 89 degrees 41 minutes 57 seconds East, 670.23 feet; thence in part along the boundary of said Franklin-Palmer Subdivision and in part along the boundary of Palmer Place Condominium as recorded in Liber 25747, Pages 4 through 66, Wayne County Records, South 00 degrees 45 minutes 20 seconds East, 707.45 feet; thence North 89 degrees 52 minutes 17 seconds West, 150.00 feet; thence South 00 degrees 45 minutes 20 seconds East to the South line of Section 22 also being the North line of Forest Brook Subdivision No. 1, as recorded in Liber 94, Plats, Pages 57, 58 and 59, Wayne County Records, 290.44 feet; thence North 89 degrees 52 minutes 17 seconds West, along said South line of Section 22, also being the said North line of Forest Brook Subdivision No. 1, 185.37 feet; thence North 00 degrees 45 minutes 06 seconds West, 665.82 feet; thence North 89 degrees 44 minutes 33 seconds West, 1005.31 feet to the point of beginning.

Excepting therefrom:

A parcel of land in the Southeast 1/4 of Section 22, T.2S., R.8E., Canton Township, Wayne County, Michigan described as follows:

Commencing at the South 1/4 corner of Section 22, T.2S, R.8E., and proceeding thence along the North and South 1/4 line of said Section 22, N. 00°41'14" W., 668.07'; thence S. 89°44'33" E., 769.01' to the point of beginning of the parcel herein described; thence N. 00°18'07" E., 138.21'; thence S. 89°41'53" E., 79.18'; thence S. 00°18'07" W., 138.15'; thence N. 89°44'33" W., 79.18' to the point of beginning.

The foregoing excepted parcel, after recordation of the Plat of Nowland Estates Subdivision, shall thereafter be described as: Lot 15 of Nowland Estates Subdivision, according to the Plat thereof recorded in Liber 107, Pages 80 through 83 inclusive of Plats, Wayne County Records.

Description of the Nowland Parcel

A parcel of land in the Southeast 1/4 of Section 22, T.2S., R.8E., Canton Township, Wayne County, Michigan described as follows:

Commencing at the South 1/4 corner of Section 22, T.2S, R.8E., and proceeding thence along the North and South 1/4 line of said Section 22, N. 00°41'14" W., 668.07'; thence S. 89°44'33" E., 769.01' to the point of beginning of the parcel herein described; thence N. 00°18'07" E., 138.21'; thence S. 89°41'53" E., 79.18'; thence S. 00°18'07" W., 138.15'; thence N. 89°44'33" W., 79.18' to the point of beginning.

The Nowland Parcel, after recordation of the Plat of Nowland Estates Subdivision, shall instead be described as:

Lot 15 of Nowland Estates Subdivision, according to the Plat thereof recorded in Liber 107, Pages 80 through 83 inclusive of Plats, Wayne County Records.

Description of the Subdivision Parcel

A parcel of land in the Southeast 1/4 of Section 22, Town 2 South, Range 8 East, Canton Township, Wayne County, Michigan, described as follows

Commencing at the South 1/4 corner of said Section 22, T 2S, R 8E., and proceeding thence along the North and South 1/4 line of said Section 22, North 00 degrees 41 minutes 14 seconds West, 668.07 feet to the point of beginning; thence continuing along said line North 00 degrees 41 minutes 14 seconds West, 198.83 feet, thence South 89 degrees 41 minutes 53 seconds East, 246.00 feet; thence North 00 degrees 41 minutes 14 seconds West, 135.00 feet; thence North 89 degrees 41 minutes 53 seconds West, 246.00 feet to a point on the North and South 1/4 line of said Section 22; thence along said line North 00 degrees 41 minutes 14 seconds West, 333.84 feet to a point on the boundary of Franklin-Palmer Estates Subdivision, recorded in Liber 96, Plats, Pages 22 through 26, Wayne County Records; thence along said boundary South 89 degrees 40 minutes 02 seconds East, 669.96 feet; and South 00 degrees 42 minutes 10 seconds East, 333.47 feet, and South 89 degrees 41 minutes 57 seconds East, 670.23 feet; thence in part along the boundary of said Franklin-Palmer Subdivision and in part along the boundary of Palmer Place Condominium as recorded in Liber 25747, Pages 4 through 66, Wayne County Records, South 00 degrees 45 minutes 20 seconds East, 707.45 feet; thence North 89 degrees 52 minutes 17 seconds West, 150.00 feet; thence South 00 degrees 45 minutes 20 seconds East to the South line of Section 22 also being the North line of Forest Brook Subdivision No. 1, as recorded in Liber 94, Plats, Pages 57, 58 and 59, Wayne County Records, 290.44 feet; thence North 89 degrees 52 minutes 17 seconds West, along said South line of Section 22, also being the said North line of Forest Brook Subdivision No. 1, 185.37 feet; thence North 00 degrees 45 minutes 06 seconds West, 665.82 feet; thence North 89 degrees 44 minutes 33 seconds West, 1005.31 feet to the point of beginning.

Being all of Tax Parcel Nos.: 71-088-99-0005-000; 71-088-99-0006-000;
71-088-99-0007-702; 71-088-99-0017-003; 71-088-99-0017-004; 71-088-99-0015-000.

Description of the Trask Parcel
Wayne County Tax Item No. 71-88-990007-701

A parcel of land in the Southeast 1/4 of Section 22, T.2S., R.8E., Canton Township, Wayne County, Michigan described as beginning at a point on the North and South 1/4 line of said Section 22, distant North 00°41'14" West, 866.90' from the South 1/4 corner of Section 22, T.2S., R.8E.; thence continuing along said line North 00°41'14" West, 135.00'; thence South 89°41'53" East, 246.00'; thence South 00°41'14" East, 135.00'; thence North 89°41'53" West, 246.00' to the point of beginning, containing 0.762 acres and being subject to the rights of the public in the Westerly 33.00' thereof for road purposes (Sheldon Road) and to any easements of record.

Upon completion of its acquisition of the Trask Parcel (which has been approved for property split); developer proposes to reconvey the split parcels as follows:

Description of Parcel A

A parcel of land in the Southeast 1/4 of Section 22, T.2S., R.8E., Canton Township, Wayne County, Michigan described as beginning at a point on the North and South 1/4 line of said Section 22, distant North 00°41'14" West, 866.90' from the South 1/4 corner of Section 22, T.2S., R.8E.; thence continuing along said line North 00°41'14" West, 135.00'; thence South 89°41'53" East, 113.01'; thence South 00°41'14" East, 135.00'; thence North 89°41'53" West, 113.01' to the point of beginning, containing 0.350 acres and being subject to the rights of the public in the Westerly 33.00' thereof for road purposes (Sheldon Road) and to any easements of record.

Description of Parcel B

A parcel of land in the Southeast 1/4 of Section 22, T.2S., R.8E., Canton Township, Wayne County, Michigan described as commencing at the South 1/4 corner of Section 22, T.2S., R.8E.; and proceeding thence along the North and South 1/4 line of said Section 22, North 00°41'14" West, 866.90'; thence South 89°41'53" East, 113.01' to the point of beginning; thence North 00°41'14" West, 135.00'; thence South 89°41'53" East, 70.00'; thence South 00°41'14" East, 135.00'; thence North 89°41'53" West, 70.00' to the point of beginning, containing 0.217 acres.

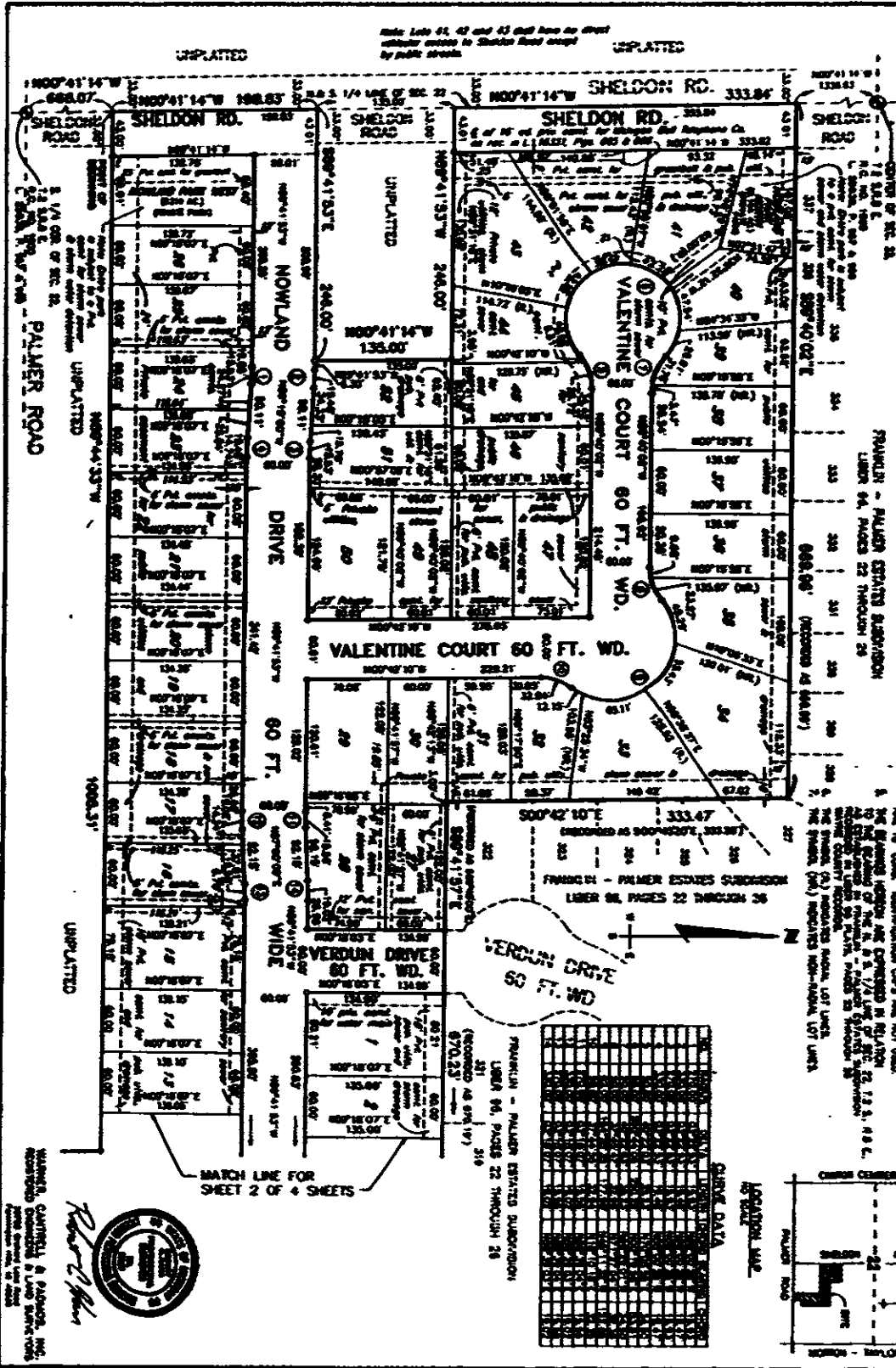
Description of Parcel C

A parcel of land in the Southeast 1/4 of Section 22, T.2S., R.8E., Canton Township, Wayne County, Michigan described as commencing at the South 1/4 corner of Section 22, T.2S., R.8E.; and proceeding thence along the North and South 1/4 line of said Section 22, North 00°41'14" West, 866.90'; thence South 89°41'53" East, 183.01' to the point of beginning; thence North 00°41'14" West, 135.00'; thence South 89°41'53" East, 62.99'; thence South 00°41'14" East, 135.00'; thence North 89°41'53" West, 62.99' to the point of beginning, containing 0.195 acres.

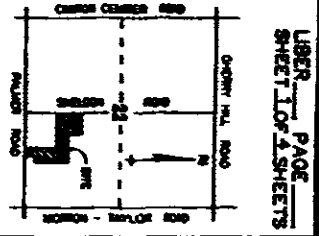
L127760P:939

NOWLAND ESTATES SUBDIVISION, A PART OF THE S.E. 1/4 OF SECTION 22, T.2 S., R.8 E., CANTON TOWNSHIP, WAYNE COUNTY, MICHIGAN

SCALE: ONE INCH = 50 FEET



- EXPLANATION**
1. All dimensions are in feet.
 2. All dimensions are rounded to the nearest whole number.
 3. The bearing of a line is given in degrees, minutes and seconds.
 4. The distance of a line is given in feet.
 5. The bearing of a line is given in degrees, minutes and seconds.
 6. The distance of a line is given in feet.
 7. The bearing of a line is given in degrees, minutes and seconds.
 8. The distance of a line is given in feet.
 9. The bearing of a line is given in degrees, minutes and seconds.
 10. The distance of a line is given in feet.



CURVE DATA

Stationing	Radius (ft)	Chord (ft)	Central Angle (deg)
1+00.00 to 1+10.00	100.00	17.36	19.47
1+10.00 to 1+20.00	100.00	17.36	19.47
1+20.00 to 1+30.00	100.00	17.36	19.47
1+30.00 to 1+40.00	100.00	17.36	19.47
1+40.00 to 1+50.00	100.00	17.36	19.47
1+50.00 to 1+60.00	100.00	17.36	19.47
1+60.00 to 1+70.00	100.00	17.36	19.47
1+70.00 to 1+80.00	100.00	17.36	19.47
1+80.00 to 1+90.00	100.00	17.36	19.47
1+90.00 to 2+00.00	100.00	17.36	19.47

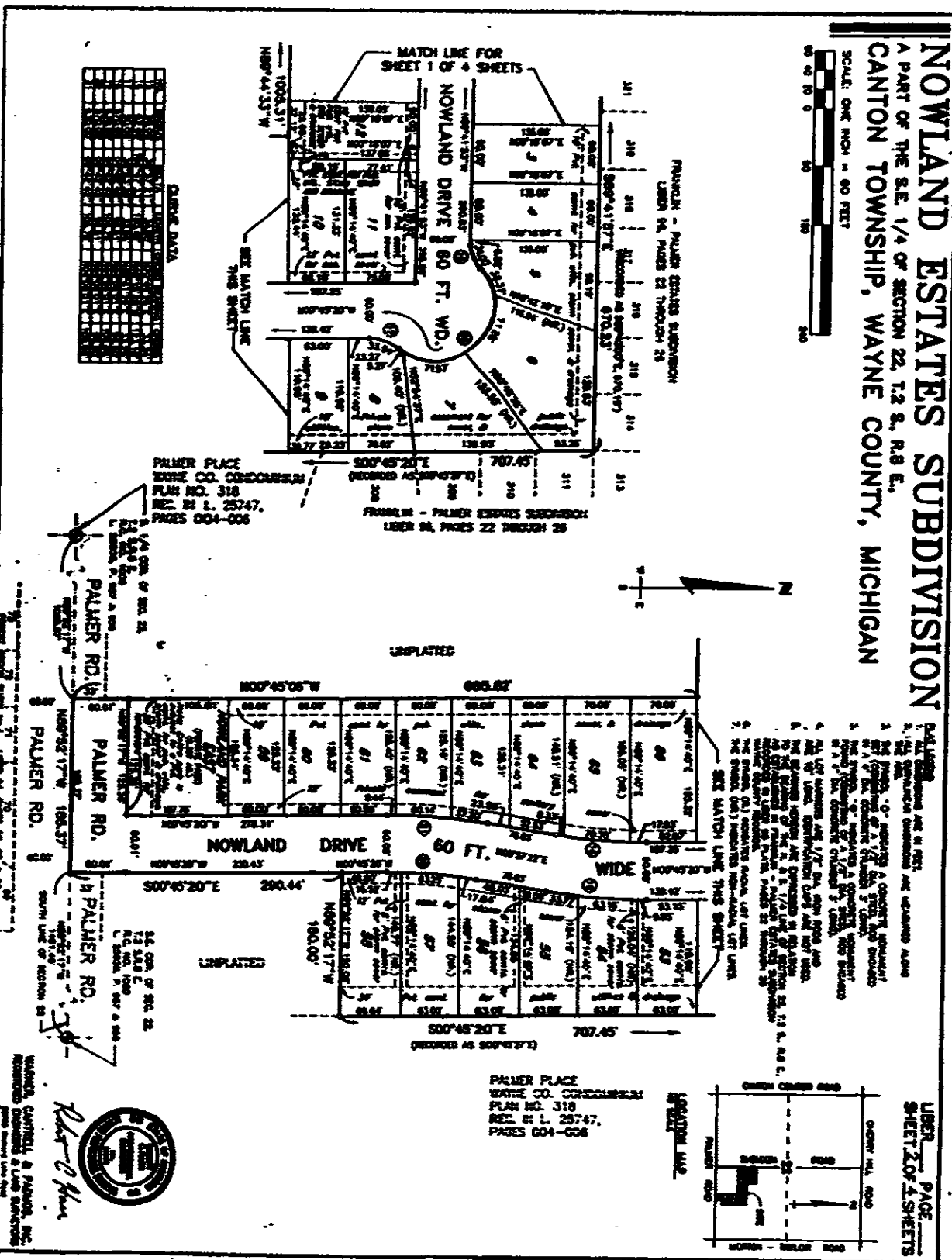
MATCH LINE FOR SHEET 2 OF 4 SHEETS

WALTERS, CANTRELL & PALMISTO, INC.
REGISTERED ENGINEERS & LAND SURVEYORS
10000 Woodward Ave., Detroit, Michigan 48202
Phone: 313-963-1100

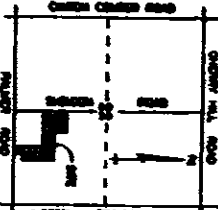
NOWLAND ESTATES SUBDIVISION

A PART OF THE S.E. 1/4 OF SECTION 22, T.2 S., R.8 E.,
CANTON TOWNSHIP, WAYNE COUNTY, MICHIGAN

SCALE: ONE INCH = 80 FEET



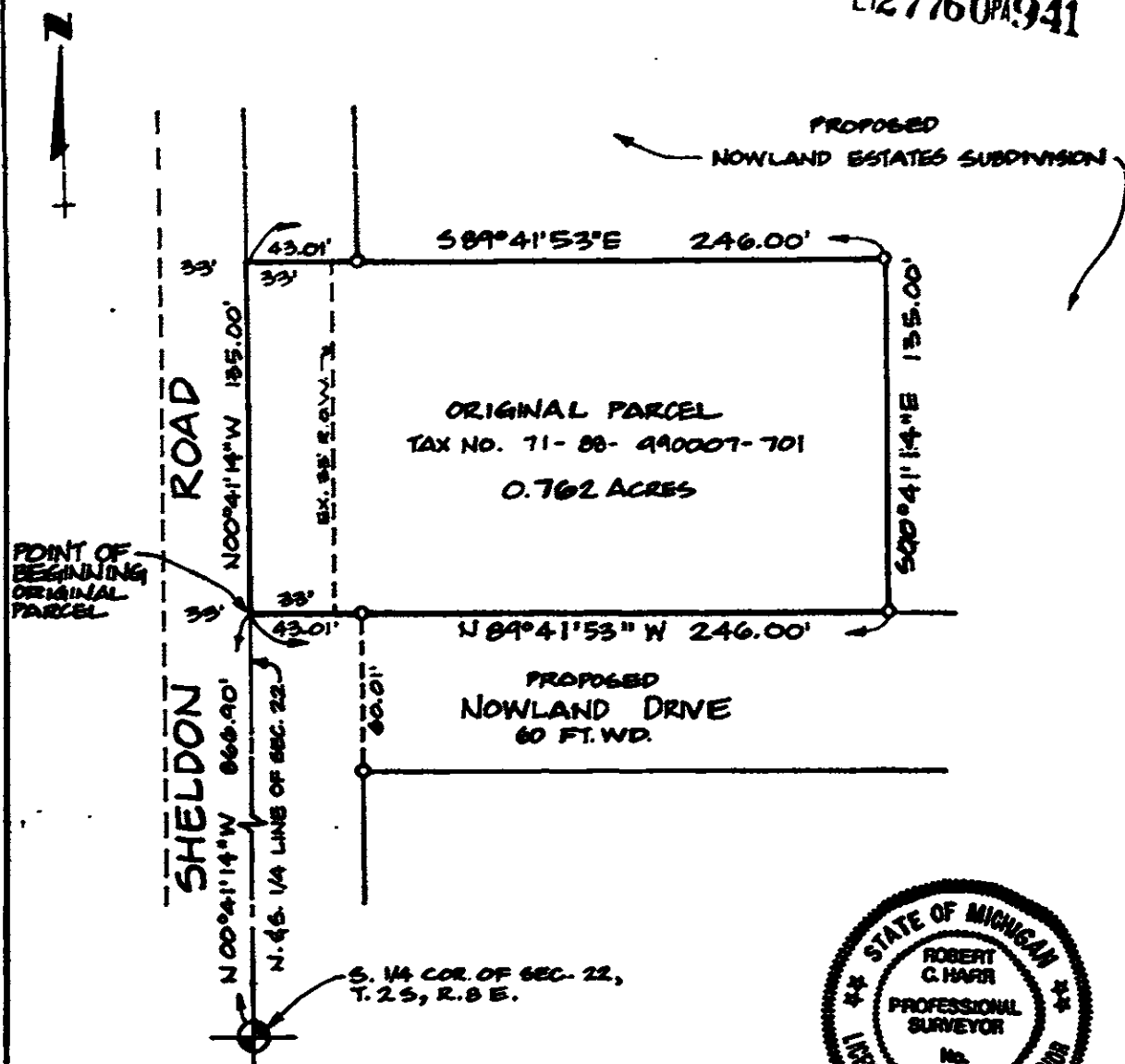
- NOTES:**
1. THE SUBDIVISION IS SHOWN AS BEING SUBJECT TO A 10% RESERVE FOR THE COMMON ELEMENTS OF THE SUBDIVISION.
 2. THE SUBDIVISION IS SHOWN AS BEING SUBJECT TO A 10% RESERVE FOR THE COMMON ELEMENTS OF THE SUBDIVISION.
 3. THE SUBDIVISION IS SHOWN AS BEING SUBJECT TO A 10% RESERVE FOR THE COMMON ELEMENTS OF THE SUBDIVISION.
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 9. THE SUBDIVISION IS SHOWN AS BEING SUBJECT TO A 10% RESERVE FOR THE COMMON ELEMENTS OF THE SUBDIVISION.
 10. THE SUBDIVISION IS SHOWN AS BEING SUBJECT TO A 10% RESERVE FOR THE COMMON ELEMENTS OF THE SUBDIVISION.



PALMER PLACE
WAYNE CO. COSMOPOLITAN
PLAN NO. 318
REC. IN L. 25747,
PAGES 004-006

WAYNE COUNTY REGISTERED PROFESSIONAL SURVEYOR
Robert C. Hines
12000 E. 14th St., Ann Arbor, Michigan 48106
(313) 963-1100
FAX (313) 963-1101
www.rchines.com

L127760PA941



**DESCRIPTION OF ORIGINAL PARCEL
WAYNE COUNTY TAX ITEM NO. 71-88-990007-701**

A parcel of land in the S.E. 1/4 of Section 22, T.2S., R.8E., Canton Township, Wayne County, Michigan described as beginning at a point on the N. and S. 1/4 line of said Section 22, distant N.00°41'14"W., 866.90' from the South 1/4 corner of Section 22, T.2S., R.8E.; thence continuing along said line N.00°41'14"W., 135.00'; thence S.89°41'53"E., 246.00'; thence S.00°41'14"E., 135.00'; thence N.89°41'53"W., 246.00' to the point of beginning, containing 0.762 acres and being subject to the rights of the public in the Westerly 33.00' thereof for road purposes (Sheldon Road) and to any easements of record.

SCALE: 1" = 60'

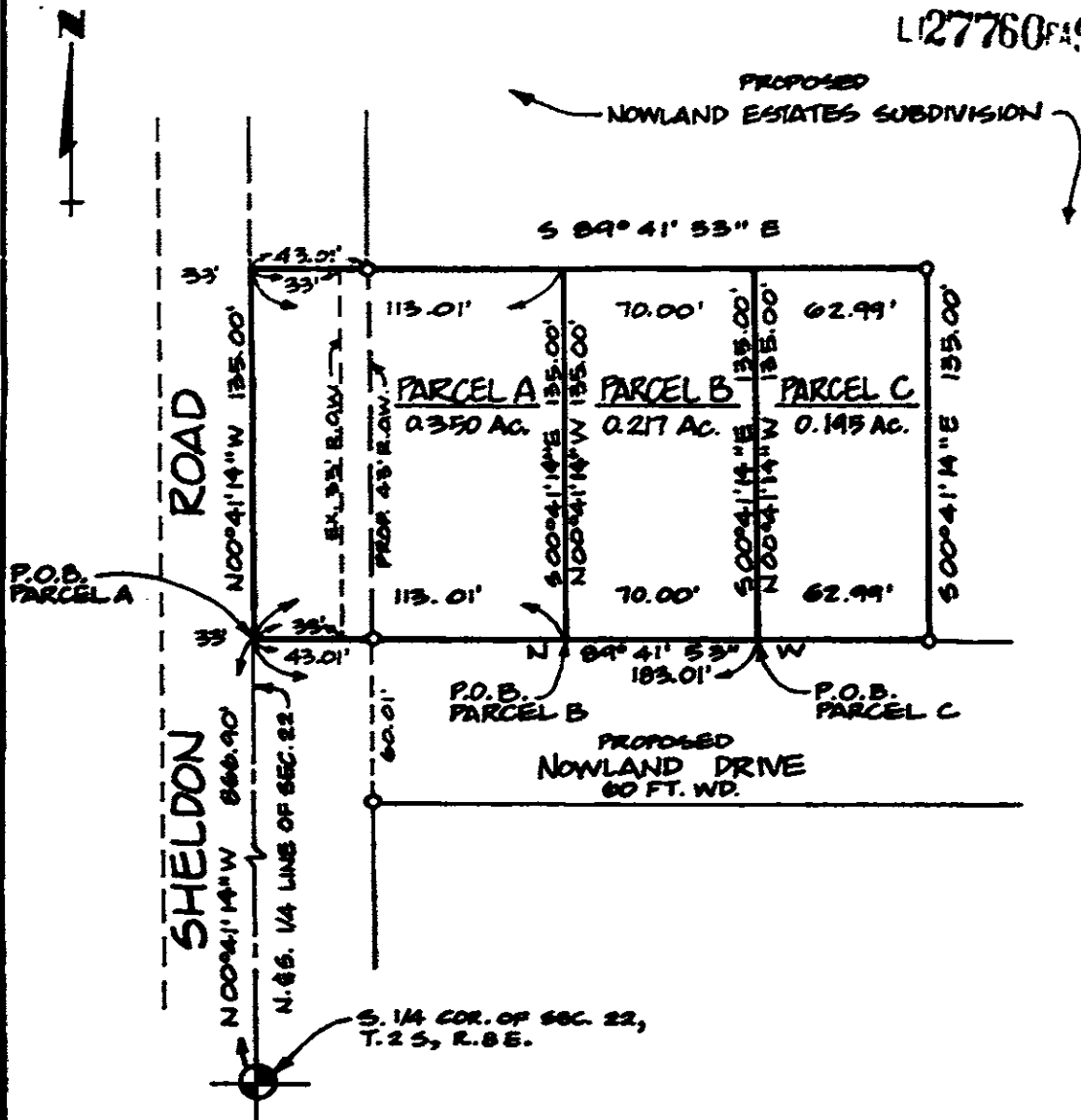
DATE: MAY 20, 1994
REV. 8/30/94

FOR:
SHERR DEVELOPMENT CORPORATION
31555 WEST FOURTEEN MILE, SUITE 101
FARMINGTON HILLS, MICHIGAN 48334

SHEET 1 OF 3
WARNER, CANTRELL & PADMOS, INC.
REGISTERED CIVIL ENGINEERS & LAND SURVEYORS
20788 Orchard Lake Road
Farmington Hills, MI 48336

JOB NO. 920907

L127760-1942



PARCEL SPLIT PLAN

SCALE: 1" = 60'

NOTE: FOR DESCRIPTIONS OF PARCELS A, B & C SEE SHEET 3 OF 3.

DATE: MAY 20, 1994
REV. 8/30/94



FOR:
SHERR DEVELOPMENT CORPORATION
 3155 WEST FOURTEEN MILE, SUITE 101
 FARMINGTON HILLS, MICHIGAN 48334

JOB NO. 920907

SHEET 2 OF 3

WARNER, CANTRELL & PADMOS, INC.
 REGISTERED CIVIL ENGINEERS & LAND SURVEYORS
 20788 Orchard Lake Road
 Farmington Hills, MI 48336