

DECLARATION OF COVENANTS AND BUILDING AND USE
RESTRICTIONS FOR KIMBERLY MEADOWS SUBDIVISION

WHEREAS, TG DEVELOPMENT, L.L.C., a Michigan limited liability company, whose address is 31500 West Ten Mile Road, Farmington Hills, Michigan 48336 (the "Declarant"), being the owner of fee simple title of certain lands located in the Township of Canton, Wayne County, Michigan, which lands are described in Exhibit A attached hereto ("Kimberly Meadows" or the "Subdivision");

WHEREAS, the Declarant desires to create a subdivision for the benefit of all the residents of the Subdivision;

WHEREAS, the Declarant desires to provide for the preservation and enhancement of the property values and amenities in the Subdivision and for the maintenance of certain common areas (the "Common Areas" as defined below) and to this end desires to subject the Subdivision and the Common Areas to the easements, covenants, restrictions, charges and liens set forth herein, each and all of which is and are for the benefit of the Subdivision and each Owner therein; and

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

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

ARTICLE I
DEFINITIONS

1. Definition of Terms. The words and phrases below are defined as follows:

A. "Association" shall mean and refer to Kimberly Meadows Homeowners' Association, a Michigan nonprofit corporation, its successors and assigns;

B. "Builder" shall mean and refer to any person or entity who requires a Lot for the purpose of engaging in and does engage in the business of constructing residential buildings for the purpose of resale and not for his own use;

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

D. "Common Areas" shall mean those areas of land within the Subdivision (including the improvements thereto) now or hereafter owned by the Association for the common use and enjoyment of the Owners. The Subdivision shall initially have as Common Areas the storm water detention area and landscaped berms along Canton Center Road and Geddes Road;

E. "Declarant" shall mean and refer to TG Development, L.L.C., a Michigan limited liability company, and its successors and assigns;

F. "Declaration" shall mean and refer to this Declaration of Easements, Covenants and Restrictions and any amendments as recorded in the office of the Wayne County Register of Deeds, State of Michigan;

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

H. "Member" shall mean and refer to those persons entitled to membership in the Association;

I. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Subdivision. When more than one person or entity has an interest in the fee simple title to a Lot, the collective interest of all such persons or entities shall be considered to be that of a single Owner. If any Lot is sold on a land contract, the land contract purchaser shall be considered the Owner. Those persons having any interest in a Lot merely as security for the performance of an obligation are not considered to be Owners;

J. "Plat" shall mean and refer to the Plat of the Subdivision, recorded or to be recorded in the office of the Wayne County Register of Deeds; and

K. "Subdivision" shall mean and refer to Lots 1 through 77, inclusive of the proposed Kimberly Meadows Subdivision.

ARTICLE II ESTABLISHMENT AND DEDICATION

1. Establishment of Nonprofit Corporation. There is hereby established an association of Owners of Lots 1 through 77 inclusive, Kimberly Meadows Subdivision, to be known as the Kimberly Meadows Homeowners' Association. The Association shall be incorporated and organized at any time not later than sixty (60) days after the Plat of Kimberly Meadows Subdivision is recorded. The Association shall be organized as a nonprofit corporation for a perpetual term under the laws of the State of Michigan and shall have such powers as are enumerated in this Declaration as well as those set forth in the corporate Articles and Bylaws for the Association.

ARTICLE III EASEMENTS

1. Utility Easements. The Declarant hereby dedicates and reserves the following easements:

A. Easements for the installation, maintenance, repair, replacement, modification and/or removal of utilities, underground television cable, sanitary and storm sewer lines, water mains, drainage lines, surface drainage swales and any other improvements which would serve the Subdivision, are shown on the Plat, in, on, under or over strips of land in width as designated on the Plat.

B. Private easements for public utilities are granted and reserved as shown on the Plat.

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

2. Entryway and Signage. Declarant reserves the right to own, maintain, and illuminate a subdivision identification sign in the median islands at the entrances to the Subdivision, which shall bear the name "Kimberly Meadows", and to maintain an easement for such signage. If the signs are dedicated to the Association, the signs or any replacement sign shall continue to bear the same inscription in prominent letters and it shall become the responsibility of the Association to maintain and illuminate the signs. Declarant further reserves the right to own and maintain an easement for landscaping and/or monument walls to be located at the entrance of the Subdivision. If the landscaping and/or monument walls are dedicated to the Association, it shall become the responsibility of the Association to maintain the landscaping and/or monument walls.

3. Landscaping. Declarant hereby dedicates and reserves an easement as shown on the Plat for the construction, maintenance,

improvement, repairing and replacing of a landscaped berm adjacent to the right-of-way of Canton Center and Geddes Roads. No Owner may remove any portion of the berm or the landscaping or disturb any portion of the berm or the landscaping without the prior approval of the Declarant. No Owner may install any landscaping, fencing or structure in the area from and including the crest of the berm up to the right-of-way of Canton Center and Geddes Roads without the prior approval of the Declarant.

The Declarant hereby transfers the easements described in this section (and shown on the Plat as "parks") together with the easement for the berm running along the south side of the Subdivision (the "Buffer Easement") recorded in Liber 27722, pages 868 through 872, Wayne County Records, to the Association to be maintained by the Association in accordance with Article VII, Sections 27 and 28.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

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

2. Board of Directors. The Board of Directors of the Association shall be comprised of at least one (1) and not more than five (5) persons appointed by the Declarant which persons may be employees, officers, agents or equity owners of the Declarant and need not be Owners or Builders. The Declarant shall continue to appoint all members of the Board of Directors until the First Annual Meeting of the Association, which shall occur no later than thirty (30) days after the date upon which ninety-five (95%) percent of the Lots are owned by persons other than the Declarant or Builders.

The Declarant shall have the right, but not the obligation, to call a special meeting of the Members of the Association for the purposes of electing one (1) or more Owners other than the Declarant's representatives to serve as directors of the Association. The number of the directors so elected, if any, shall be solely in the discretion of the Declarant.

3. Voting Rights. Each Owner shall be entitled to one vote for each Lot owned, except that Declarant shall retain all voting rights for Lots sold to Builders on land contract prior to delivery of the warranty deed to the Builder for said Lot(s). When more than one person or entity owns an interest in a Lot, all such persons shall collectively be Members and vote for such Lot shall be exercised by the designated representative of the Co-Owners as they shall determine. The name of the designated representative shall be provided to the Association in writing at least ten (10) days prior to any meeting at which said designee intends to vote. If notice of a designated representative is not properly given, the vote related to a Lot will be suspended in the event more than one person seeks to exercise said vote.

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

ARTICLE V COVENANT FOR ASSOCIATION ASSESSMENTS

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

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health,

safety, welfare, common benefit and enjoyment of the Owners in the Subdivision, and in particular for the improvement and maintenance of the Common Areas now or hereafter owned by the Association and/or in the easement area running along the south side of the Subdivision as shown on the Plat, for the payment of taxes and special assessments relating to the Common Areas and facilities thereon and other property under the control of the Association, including any subdivision entrances; for planting and maintenance of trees, shrubs and grass; for the maintenance of median islands dedicated to the road authority; for maintenance of the landscaped berms abutting Canton Center and Geddes Roads and/or the Buffer Easement; for construction, operation and maintenance of recreational facilities; for caring for vacant Lots; for maintaining drainage facilities which service the Subdivision boundaries; for providing community services; for obtaining insurance for the protection of the Owners; for maintaining, illuminating and replacing the entryway sign(s), monument wall(s) and landscaping; for maintaining and replacing the street signs not maintained or replaced by the road authority; and for establishing and maintaining appropriate reserves for those purposes.

3. Rate of Assessment. Both the general and special assessments shall be set by the Board of Directors at a uniform rate for all Lots. Notwithstanding anything to the contrary contained herein or elsewhere in this Declaration, no assessment shall be levied against a Lot owned by the Declarant or any Builder except that Builders shall be assessed in the same manner as any other owner five (5) years after the date of the recording of the Plat.

4. Maximum Annual Assessment. The annual assessments shall not exceed the following amounts:

A. Until January 1 of the year immediately following the first conveyance of a Lot to an Owner, excluding Builders, the maximum annual assessment shall not exceed One Hundred (\$100.00) Dollars per Lot;

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

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

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

6. Special Assessments for Acquisitions and Capital Improvements. In addition to the annual assessments authorized above, the Association may levy against each Owner, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any acquisition of land or easements to be added to the Common Areas, the construction, reconstruction, repair or replacement of any improvement upon the Common Areas and other areas under the control of the Association, including subdivision entrances and berms. Any special assessment shall have the consent of Members or of proxies entitled to cast a majority of the votes at a meeting duly called for that purpose.

7. Notice and Quorum for Actions Authorized Under Sections 4 and 6. Written notice shall be sent to all Members not less than fifteen (15) days nor more than thirty (30) days in advance of any meeting called to the purpose of taking any action authorized under Sections 4 or 6 of this Article. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty (50%) percent of the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

8. Notice of Annual Assessments and Due Date. The Board of

Directors shall fix the amount of the annual assessment against each Lot at least thirty(30) days in advance of each annual assessment period and determine whether the annual assessment will be payable on a monthly, quarterly, semi-annual or annual basis. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association, shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of the assessments on a Lot is binding upon the Association as of the date of its issuance.

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

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

11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and to any other contractual lien as to Lots owned by the Declarant. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien but not the obligation for payment of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment becoming due after such sale or from the lien thereof.

12. Agreement for Maintenance of Storm Drainage Facilities. The Declarant has entered into an agreement with the Township of Canton to provide for the maintenance of the storm water retention basin situated in the Subdivision, as established by the Plat ("Agreement for Maintenance of Storm Drainage Facilities"). The Agreement for Maintenance of Storm Drainage Facilities is binding upon the Declarant and the Association and each Owner of any Lot. Notwithstanding any limitation on assessments to the contrary, the Township of Canton shall have the right, but not the duty, pursuant to the Agreement for Maintenance of Storm Drainage Facilities, to assess the Owners of any Lot, including Declarant or any Builder, for the costs of maintaining the storm water retention facilities upon the failure of the Declarant or the Association to maintain the same. Any charge imposed by the Township of Canton on the Declarant for failure of the Association to maintain the storm water retention facilities may be charged by the Declarant to the Association and shall be payable as an additional assessment by the Owners, including Builders.

In addition to the other methods of collection, the Township of Canton 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 of Canton and the rights and remedies provided to the Township of Canton by statute, ordinance, agreement or other provisions of the Declaration shall be preserved.

13. Agreement for Maintenance of Subdivision Landscaping. The Declarant has entered into an agreement with the Township of Canton to provide for maintenance of landscaping in the Subdivision and in rights-of-way within the Subdivision (the "Agreement for Maintenance of Subdivision Landscaping"). The Agreement for Maintenance of Subdivision Landscaping is binding upon the Declarant and the Association and each Owner of any Lot. Notwithstanding any limitation on assessments to the contrary, the Township of Canton shall have the right, but not the duty, pursuant to the Agreement for Maintenance of Subdivision Landscaping, to assess the Owners of any Lot, including the Declarant, or any Builder, for the cost of maintaining the landscaping and upon the Declarant or the Association to maintain the same. Any charge imposed by the Township of Canton on the Declarant for failure of the Association to maintain the landscaping may be charged by the Declarant to the Association and shall be payable as additional assessment by the Owners, including Builders.

In addition to the other methods of collection, the Township of Canton 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 of Canton and the rights and remedies provided to the Township of Canton by statute, ordinance, agreement or other provisions of the Declaration shall be preserved.

ARTICLE VI
ARCHITECTURAL REVIEW

1. Architectural Review Committee. No building, fence, wall, deck, swimming pool, outbuilding, drainage structure or other structure, or exterior improvement shall be commenced, erected, or maintained on any Lot, nor shall any exterior addition to or change or alteration therein or change in the exterior appearance thereof be made until the plans and specifications showing the kind, size, shape, height, colors, materials, topography and location of the same on the Lot shall have been submitted to and approved in writing by an architectural review committee (the "Committee"). The original installation of landscaping on any Lot shall also be subject to the prior review and approval of the Committee. The Committee shall be composed of at least one (1) and no more than three (3) persons appointed by the Declarant. Committee members are not required to be Members of the Association, and may be employees, officers, directors, agents of affiliates of the Declarant. Each member of the Committee shall serve until he resigns or is replaced by a subsequent appointee. The Declarant may delegate or assign its right of appointment of Committee members to its successors, assigns, or the Association. Neither the Declarant nor the Committee shall have any liability whatsoever for the approval or disapproval of any plans or specifications.
2. Preliminary Plans. Preliminary plans may first be submitted to the Committee for preliminary approval.
3. Plans and Specifications. Plans and specifications for final approval by the Committee shall include the following:
 - A. Complete plans and specifications sufficient to secure a building permit in the Township of Canton including a dimensioned plot showing the Lot and placement of all improvements;
 - B. Front elevation, side elevation and rear elevation of the building, plus elevations of any walls and fences;
 - C. A perspective drawing, if deemed necessary by the Committee, to interpret adequately the exterior design;
 - D. Data as to size, materials, colors and texture of all exteriors, including roof coverings and any fences and walls;
 - E. One set of blueprints to be left with the Committee until construction is completed;
 - F. A tree survey locating all trees which are of the size and character described in Article VII, Section 21;
 - G. A landscape plan showing the location, size and landscape materials; and
 - H. Any other data, drawings or materials which the Committee requests in order to fulfill its function.
4. Compliance with Building and Use Restrictions. No approval by the Committee shall be valid if the structure or improvement violates any of the restrictions set forth in Article VII of this Declaration, except in cases where waivers have been granted as provided for in the said Article.
5. Disapproval of Plans or Improvements. The Committee may disapprove plans because of non-compliance with any of the restrictions set forth in Article VII of this Declaration, or because of dissatisfaction with the grading and drainage plan, the location of the structure on the Lot, the materials used, the color scheme, the finish, design, proportion, shape, height, style or appropriateness of the proposed improvement or alteration or because of any matter or thing, which, in the judgment of the Committee, would render the proposed improvement or alteration inharmonious with, or out of keeping with, the objectives of the Committee, the Subdivision or with improvements erected or to be erected on other Lots in the Subdivision, including purely aesthetic considerations.

The Committee shall not be liable for the approval or disapproval of any plan.

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

7. Committee Approval. Committee approval shall be deemed given if the plans and specifications submitted for approval are marked or stamped as having been finally approved by the Committee or an approved form designating the specific plans and specifications for approval and are dated and signed by a majority of the members of the Committee who were validly serving on the Committee on the date of such approval.

8. Guidelines. The Committee may, but shall not be required to, adopt guidelines for its approval process. The guidelines, if adopted, may include discussion of aesthetic standards to be utilized by the Committee in approving plans and specifications, preferred materials, preferred styles of residences, and other matters which will assist Owners seeking Committee approval. The guidelines, if adopted, will be intended solely for the purposes of illustrating and explaining current Committee standards. The guidelines shall not be construed to create any obligation on the part of the Committee to approve or reject any specific plan or specification or to otherwise modify or diminish the discretion of the Committee under this Article.

9. Subcommittees. The Committee may appoint such subcommittees as it deems appropriate and useful and may appoint Members to such subcommittees as it desires.

10. Review Fee. The Committee may charge a review fee of a maximum of One Hundred (\$100.00) Dollars to any Builder or Owner for the purposes of reviewing plans for the construction of a residence. The fee may not be utilized for the purpose of paying salaries to any members of the Committee but shall be utilized exclusively for the purposes of reimbursing actual expenses of the Committee, including but not limited to, professional review fees of independent consultants.

11. Inspection by the Committee. The Committee or its representatives shall have the right to enter onto any Lot and into any house being constructed on a Lot during the course of construction of the house for the purposes of observing the construction of the house and the materials being utilized.

* ARTICLE VII *

BUILDING AND USE RESTRICTIONS FOR THE SUBDIVISION

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

2. Character and Size of Buildings. Minimum size for homes shall be the minimum required by municipal ordinance. Notwithstanding the foregoing, Declarant shall be entitled to require larger building sizes as Declarant in Declarant's sole discretion deems appropriate so long as Declarant owns any Lots in the Subdivision. No building greater than two (2) stories shall be constructed, which shall not be deemed to include a walk-out basement as a story. All computations of square footage for determination of the permissibility of erection of residences under this section, shall be exclusive of basements, attics, utility rooms, garages, porches or similar areas which are not normally classified as living areas. A private attached garage for the sole use of the occupants of the Lot upon which the garage is erected must also be erected and maintained. No garage shall provide space for less than two (2) automobiles. The Committee may grant exceptions for alternate designs in its sole discretion.

3. Minimum Yard Requirements. No building on any Lot shall be erected nearer than:

- A. Twenty-five (25) feet from the front lot line; nor
- B. Ten (10) feet from the side lot line with total side yards of not less than fifteen (15) feet; nor
- C. Thirty-five (35) feet from the rear lot line.

For the purposes of corner lots, each lot line abutting a street shall be deemed a front lot line. Approval of a variance by the Committee and the Township of Canton permitting front, rear or side yards, smaller than the above minimums shall be deemed a valid waiver of this restriction.

* 4. Repetition of Elevations. The Committee shall not approve the use of any elevations which are substantially similar to elevations approved for any Lot within two hundred (200) feet of any lot line and on the same street as the proposed construction.

* 5. Fences and Walls. No fence, wall or solid hedge may be erected, grown or maintained in front of or along the front, side or rear lot line; provided, however, that low ornamental fencing along the front lot line in architectural harmony with the design of the house, may be erected. Fences which are required by local ordinance to enclose swimming pools, fences which are an integral part of a deck or patio design and fences used for runs or pens which comply with the requirement of Article VII, Section 9, shall be permitted. All fences must be constructed of pressure treated wood, brick, stone, wrought iron or similar metal or the materials used for the construction of the exterior of the residence. Deck and patio fences shall not exceed a height of six (6) feet. No more than twenty-five (25%) percent of the area of any rear yard may be enclosed by a fence or wall.

6. Lot Splits. Lot splits shall be prohibited.

7. Maintenance of Improvements. Each Owner shall keep all improvements on his Lot in good condition and in good repair at all times. The exterior of all structures shall be maintained in good repair, structurally sound and in a sanitary condition so as not to threaten the health, safety or welfare of any occupant or to substantially detract from the appearance of the Subdivision as a whole or any area of the Subdivision.

8. Animals. No farm animals, livestock or wild animals shall be kept, bred or harbored on any Lot, nor shall any animals be kept or bred for commercial purposes. Domestic animals commonly deemed to be household pets may be kept by the Owner and members of his household so long as such pets shall have such care so as not to be objectionable or offensive to others due to noise, odor or unsanitary conditions. Any domestic animal kept by an Owner shall be kept either on a leash or in a run or pen, and shall not be allowed to run loose while unattended. No runs or pens shall be permitted shall be permitted to be erected or maintained unless located within the rear yard adjacent to a wall or the main dwelling or garage and facing the rear of the interior of the Lot, nor shall such runs or pens extend beyond the end of the dwelling or garage into the side yard.

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

10. Septic Tanks and Wells. No septic tank systems shall be dug, installed, constructed or maintained on any Lot. No wells shall be drilled, dug, installed, or maintained on any Lot except with the permission of Declarant.

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

12. General Conditions. The following general conditions shall be in effect:

A. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same shall not be kept except in sanitary containers properly concealed from public view. Garbage containers shall not be left at the road side for more than twenty-four (24) hours in any one week. If the Township of Canton does not provide municipal garbage collection, the Association may, but shall not be required to, contract with one commercial collection service to provide service to the Subdivision and require each Owner to utilize the service of that contractor at Owner's expense;

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

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

D. The grade and topography of any Lot in the Subdivision may not be changed after original construction without the written consent of the Committee and the Township of Canton.

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

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

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

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

I. No lawn ornaments, statues or outdoor art shall be placed on any Lot without the prior approval of the Committee, which may be withheld in its sole discretion for purely aesthetic reasons.

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

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

15. Signs. No sign or billboard of any kind shall be placed, erected or maintained on any Lot. The provisions of this paragraph shall not apply to such signs as may be for purposes of resale by any Owner, except that no signs for purposes of resale may be located on the landscaped berm. The provisions of this paragraph shall also not apply to such signs as are installed or erected on any Lot by Declarant or any Builder during such periods as any Lot shall be for sale or used as a model or for display purposes by the Declarant or any Builder; provided, however, that such signs must be constructed and maintained in accordance with specifications established by the Declarant.

16. Driveways. All driveways, aprons and parking areas must be paved with asphalt, concrete or brick pavers, subject to the specifications of the Township of Canton for the portions within the road right-of-way. Alternative materials may be used in the exclusive discretion of the Committee. The driveways must be completed within six

(6) months of occupancy.

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

18. Landscaping. Any Owner taking occupancy of a newly constructed residence upon any Lot between September 1 and May 1 shall have the landscaping improvements, including, but not limited to, trees, plantings, shrubs and lawns, installed by the next June 30. Any Owner taking occupancy of a newly constructed home between May 1 and August 31 shall have the landscaping improvements as described above completed within sixty (60) days after taking occupancy. The Lot and the right-of-way contiguous to each Lot shall be kept free of weeds by the Owner, and all such landscaping and lawns shall be well-maintained at all times.

19. Completion of Construction of Residences. Any Owner constructing a house on a Lot, either through his own efforts or through the efforts of a licensed contractor, shall be required to obtain substantial completion of the house within one (1) year from the date of obtaining a building permit for the house.

20. Wetlands. Certain areas of the Subdivision have been designated as wetlands by the Township of Canton and/or the Michigan Department of Natural Resources as indicated upon the Plat. For any lots situated partially within the wetlands, no grading, filling, excavating, paving or other occupation of the wetlands shall occur without prior written approval of the Township of Canton and/or the Michigan Department of Natural Resources.

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

22. Floodplain. No filling or occupation of any floodplain area will be allowed without approval of the Department of Natural Resources and any building used or capable of being used for residential purposes and occupancy within or affected by a floodplain shall comply with all of the following requirements:

A. Have lower floors, excluding basements, not lower than the elevation defining the floodplain limits.

B. Have openings into the basement not lower than the elevation defining the floodplain limits.

C. Have basement walls and floors, if below the elevation defining the floodplain limits, which are watertight and designed to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the floodplain limits following methods and procedures outlined in Chapter 5 for Type A construction and Chapter 6 for Class I loads found in the publication entitled "Flood Proofing Regulations," EP 1165 2 314, prepared by the office of the chief of engineers, United States Army, Washington, D.C., June 1972.

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

E. Be properly anchored to prevent flotation.

The 100-year floodplain, as established by the Department of Natural Resources, varies from elevation 685.8 N.G.V. Datum to 686.2, as shown on the final plat.

The floodplain restrictions contained in this Paragraph 22 must be observed in perpetuity and may not be amended without the written consent of the Department of Natural Resources.

23. Published Rules. The Declarant reserves the right to publish from time to time reasonable rules and regulations consistent herewith governing the Subdivision. The Declarant may delegate or assign this right to its successors or the Association.

24. Maintenance of Non-Road Improvements in the Right-of-Way. The Association shall maintain and replace as necessary, the median islands, the sprinkler system, and all landscaping situated thereon which are

located in the streets within the Subdivision. All landscaping within the median islands shall be maintained in such a manner as to not protrude into the streets or block the vision of vehicular traffic utilizing the streets.

25. Maintenance of Landscaping Easement. The Association shall maintain and replace as necessary the sprinkler system and all landscaping contained within the landscaping easement shown on the Plat from and including the crest of the berm within the easement area to the shoulder of Canton Center and/or Geddes Roads as well as the landscaping contained in the Buffer Easement area.

26. Maintenance of Insurance. The Association shall maintain liability insurance in sufficient amounts for the purpose of protecting itself as well as the Owners, the Developer 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 Owners, the Developer, and the Township of Canton as additional insureds.

ARTICLE VIII GENERAL PROVISIONS

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

The Declarant or the Association shall have the right to enter upon any Lot for the purposes of mowing, cutting, weeding, or removing any unsightly growth, which in the opinion of the Declarant or the Association detracts from the overall attractiveness of the health and welfare of the Subdivision. The Declarant or the Association may enter upon the Lots for the purpose of removing any debris or trash from the Lot. The Declarant or the Association shall be under no obligation to take such affirmative action. Any costs incurred in such action by the Declarant or Association shall be chargeable against the Owner and shall constitute a lien against the Lot.

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

3. Amendment. The covenants, restrictions and conditions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded (except Article VIII which shall run in perpetuity and only be amended with the written consent of the Department of Natural Resources, notwithstanding anything to the contrary contained herein), after which time they shall be automatically extended for an additional period of ten (10) years. The Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than sixty-seven (67%) percent of the Owners and thereafter by an instrument signed by not less than fifty-one (51%) percent of the Owners, except that amendments made by the Declarant for the purpose of adding residential lots and/or Common Areas to the Association and making this Declaration apply to such lots and/or Common Areas, or amendments made for the purpose of clarifying this Declaration or correcting typographic or semantic errors or errors of survey contained therein, shall not require the vote or signature of any Owners, the Association or any Members thereof. No amendment may be adopted without the consent of the Declarant at any time in which it owns one (1) or more Lots in 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.

4. Assignment or Transfer of Rights and Powers. Except as expressly limited by the Declaration, the Declarant reserves the right to assign to the Association, in whole or in part, from time to time, any and all of the rights, powers, titles, easements and estates hereby reserved or given to the Declarant including the right and power to approve or disapprove any use, act, proposed action, or any other matter or thing. Any such assignment or transfer shall be made by appropriate instrument, in writing, and such assignee shall thereupon have the same

rights and powers, and be subject to the same obligations and duties as herein given, reserved to and assumed by the Declarant in connection with the rights, powers, and easements so assigned, and such instrument when executed by such assignee shall without further act, release the Declarant from all obligations, duties and liabilities in connection therewith.

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

6. Additional Signatories. The Parties who, in addition to the Declarant, sign this Declaration, hereby accept, adopt, confirm, ratify and subject their respective interests in the Subdivision to the easements, covenants and restrictions contained herein.

IN WITNESS WHEREOF, the undersigned, having obtained the consent of all parties with an ownership interest or security interest in the Subdivision has executed this Declaration on the 7th day of July, 1995.

DECLARANT:

TG DEVELOPMENT, L.L.C.,
a Michigan Limited Liability Company

WITNESSES:

Terina M. Carte

By: _____
Michael E. Tobin
Its: Manager

Tamatha L. Paulson

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 7th day of July, 1995, by Michael E. Tobin, who is the Manager of TG Development, L.L.C., a Michigan limited liability company, on behalf of the company.

Terina Marie Carte, Notary Public
Oakland County, Michigan
My Commission Expires: April 22, 1999

THIS INSTRUMENT DRAFTED BY
AND WHEN RECORDED RETURN TO:

Bruce H. Tobin, Esquire
LEBOV AND TOSIN, P.L.L.C.
31420 Northwestern Highway
Suite 120
Farmington Hills, MI 48334