

**AMENDED AND RESTATED DECLARATION OF RESTRICTIONS FOR
HUNTER'S POINTE SUBDIVISION NOS. 1 THROUGH 7**

This Amended and Restated Declaration of Restrictions for Hunter's Pointe Subdivisions Nos. 1 through 7 (the "Amended and Restated Declaration") is made and executed this ____ day of _____, 2018, by Hunters Pointe Homeowners Association, a Michigan nonprofit corporation (the "Association").

The Association desires by recording this Amended and Restated Declaration to provide for and reaffirm the affirmative obligations, restrictions and covenants upon the Subdivisions (defined below) and the owners of lots within the Subdivisions. The original Declarations of Restrictions for Hunter's Pointe Subdivision Nos. 1 and 2 recorded in Liber 7527, Pages 129 et seq., Hunter's Pointe Subdivision No. 3 recorded in Liber 8784, Pages 535 et seq., Hunter's Pointe Subdivision No. 4 recorded in Liber 9318, Pages 766 et seq., Hunter's Pointe Subdivision No. 5 recorded in Liber 9735, Pages 847 et seq., Hunter's Pointe Subdivision No. 6 recorded in Liber 10288, Pages 717 et seq., and Hunter's Pointe Subdivision No. 7 recorded in Liber 10862, Pages 791 et seq., Oakland County Records, are superseded by the recording of this Amended and Restated Declaration.

The real property described on Exhibit A and included within the Subdivisions shall be held, transferred, sold, conveyed, occupied, encumbered, leased, improved and utilized subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Amended and Restated Declaration, all of which run with such real property and which are a burden and a benefit to the Association, its successors and assigns, and any persons acquiring or owning an interest in such real property, their grantees, successors, heirs, administrators and assigns.

**ARTICLE I
DEFINITIONS AND INTERPRETATION**

Section 1. Definitions. Certain terms are utilized not only in this Amended and Restated Declaration, but are or may be used in various other instruments such as, by way of example and not limitation, the Bylaws, Articles of Incorporation and any Rules and Regulations of the Association, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment or transfer of interests in the Subdivisions. Wherever used in such documents or any other pertinent instruments, the terms below are defined as follows:

A. “Agreement for Planned Development” means the Agreement for Planned Unit Development dated February 12, 1979, and recorded in Liber 7527, Pages 120 et seq., Oakland County Records.

B. “Assessments” means the various forms of payment to the Association that are required to be made by Owners (defined below), including any interest, late fees, fines, costs and attorneys’ fees incurred in collecting the same.

C. “Association” means Hunters Pointe Homeowners Association, a Michigan nonprofit corporation of which all Owners are members. The Association shall administer, operate and manage the Subdivisions and administer, operate, manage and maintain the Common Areas (defined below) in accordance with all applicable laws and the Subdivision Documents (defined below). Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to the Owners by the Subdivision Documents or Michigan law.

D. “Bylaws” means the Amended and Restated Bylaws of the Association attached as Exhibit B and made a part of this Amended and Restated Declaration, and as may be amended from time to time.

E. “Common Areas” mean those areas of land within the Subdivisions designated as being for the beneficial use and enjoyment of the Owners, including any facilities or other improvements located on such land, the same being owned by the Association on behalf of the Owners. As of the recording of this Amended and Restated Declaration, the Common Areas consist of those areas designated on Exhibit A attached to and made a part of this Amended and Restated Declaration. Title to the Common Areas is vested in the Association subject to the rights and easement of enjoyment in and to such Common Areas by the Owners.

F. “Declaration” or “Amended and Restated Declaration” means this document and all its Exhibits, as the same may be amended from time to time.

G. “Lot” means any Lot on the recorded Plats.

H. “Owner” means the record owner, whether one or more persons or entities, of the fee simple title to any Lot subject to this Amended and Restated Declaration. Both land contract vendees and vendors shall be considered Owners, and shall be jointly and severally liable for all obligations and responsibilities of Owners under this Amended and Restated Declaration.

I. “Plats” mean one or more of the Plats attached as Exhibit A and made a part of this Amended and Restated Declaration, which individually and collectively cover the Property, as recorded in Oakland County Records.

J. “Property” means the property described in Exhibit A, together with the improvements and additions to the Property.

K. “Residence” means any single-family residence constructed on a Lot.

L. “Subdivisions” means all subdivisions listed in Exhibit A.

M. “Subdivision Documents” means and includes this Amended and Restated Declaration, the Bylaws, the Plats, the Association’s Articles of Incorporation and any Association Rules and Regulations.

Section 2. Interpretation. The provisions of this Amended and Restated Declaration, the Articles of Incorporation, the Bylaws and any Association Rules and Regulations shall be liberally construed to effectuate the purposes expressed in these documents with respect to the efficient operation of the Association and the Property, the beautification, betterment, protection and harmony of the external design and appearance of the Property, and the preservation of values of the Lots and Residences.

ARTICLE II MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record Owner of a fee interest in any Lot shall be a mandatory Association member. Membership is appurtenant to and may not be separated from ownership of a Lot. Notwithstanding anything to the contrary, any person or entity who holds such interest merely as security for the performance of an obligation shall not be a member of the Association.

Section 2. Voting Rights. The voting rights of Owners are provided in this Amended and Restated Declaration, the Bylaws and Articles of Incorporation. Each Owner is entitled to one vote for each Lot owned, provided such Owner is in "good standing." As used in this Amended and Restated Declaration and in the Subdivision Documents, "good standing" means that the Owner is not in default in the payment of any Assessment or is not otherwise in default in any of the terms, restrictions, covenants or conditions contained in the Subdivision Documents. In the case of any Lot owned jointly by more than one Owner, the voting rights appurtenant to that Lot may be exercised only jointly as a single vote. The Owners shall determine how they exercise their vote for such Lot, but in no event shall the Owners cast more than one vote with respect to any one Lot. Except as otherwise set forth in this Amended and Restated Declaration or in the other Subdivision Documents, when reference is made to a majority or specific percentage of Owners, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Owners in good standing.

ARTICLE III COMMON AREAS AND EASEMENTS

Section 1. Owners' Easements. Each Owner, and each Owner's occupants, lessees, guests and invitees, shall have a non-exclusive and perpetual easement over and upon the Common Areas for their intended use and enjoyment in common with all other Owners and their respective occupants, lessees, guests and invitees, subject to the provisions of this Amended and Restated Declaration and the Subdivision Documents, and subject to the right of the Association to adopt at any time and enforce Rules and Regulations governing the use of the Common Areas, the rights

and responsibilities of the Owners and the Association with respect to the Subdivisions or the manner of operation of the Association or the Subdivisions. The easement provided in this Section is appurtenant to and shall pass with the title to each Lot and shall not be deemed to grant or convey any ownership interest in any Common Areas.

Section 2. Use and Maintenance of Common Areas. The Common Areas may be used for recreational purposes. Additional uses for the Common Areas may be established if approved in writing by not less than fifty-one (51%) percent of the Owners in good standing and the City Council for the City of Farmington Hills.

Section 3. Utility Easements. There are easements for the maintenance of public utilities in and over the side six feet (6') of all interior Lot lines. Plantings, fencing and other Lot line improvements are allowed within this easement area but there shall be access to these easement areas without charge or liability for damages for exercising the right to maintain such utilities.

Section 4. Storm Drainage Easement. As provided in the Agreement for Planned Development, there is an easement in favor of Sudbury Woods North and South Subdivisions over Sheffield Park, Hunter's Pointe Park and all storm and drainage easements located within Hunter's Pointe Subdivision Nos. 1 and 2.

Section 5. Right to Grant Easements. Subject to the approval of the City of Farmington Hills, the Board of Directors shall have the right to grant easements through the Common Areas for the installation, maintenance and repair of any public utility lines that would serve the residents of the Subdivisions.

Section 6. Agreement for Planned Unit Development. The Subdivisions are subject to the Agreement for Planned Unit Development, which subjects the Subdivisions to certain conditions relating to the Subdivisions including, without limitation, the following:

In the event that the Association shall at any time fail to maintain the Common Areas in reasonable order and condition, the City may serve written notice on the Association or upon the Owners setting forth the manner in which the Association has failed to maintain the Common Areas in reasonable condition. This notice shall include a demand that the deficiencies be cured within thirty (30) days of the notice and shall state the date and place of a hearing before the City Council or such other Board, body or official to whom the City Council shall delegate such responsibility, which shall be held within fourteen (14) days of the notice. At such hearing, the City may modify the terms of the original notice as to the deficiencies and may give an extension of time within which they must be cured. If the deficiencies set forth in the original notice or in the modifications to the notice are not cured within the thirty (30) day or any extension of the thirty (30) day period, the City, in order to preserve the taxable value of the properties within the Subdivisions and to prevent the Common Areas from becoming a public nuisance, may enter upon the Common Areas and maintain the same for a period of one (1) year. Such maintenance by the City shall not constitute a taking of the Common Areas nor vest in the public any right to use the same. Before the expiration of the one (1) year period, the City shall, upon its own initiative or upon the request of the Association, call a public hearing upon notice to the Association and to the

Owners at which hearing the Association or the Owners shall show cause why such maintenance by the City should not, at the election of the City, continue for a succeeding year. If the City determines that the Association is ready and able to maintain the Common Areas in reasonable condition, the City shall cease to maintain the Common Areas at the end of the one-year period. If the City determines that the Association is not ready and able to maintain the Common Areas in a reasonable condition, the City may, in its discretion, continue to maintain the Common Areas during the next succeeding year and, subject to a similar hearing and determination, in each subsequent year. The cost of such maintenance, including reasonable administrative costs, by the City shall be assessed against and shall become a lien on the Lots. The City, at the time of entering upon the Common Areas for maintenance, shall file a notice of lien in the office of the Oakland County Register of Deeds upon the Lots. If such costs are not paid by the Association, the City may pursue collection of such costs through appropriate court actions and in such case the Association shall pay, in addition to such costs, all costs of litigation, including attorneys' fees.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation for Assessments. Each Owner, by acceptance of a deed or land contract vendee's interest to their Lot or other conveyance thereof, whether or not expressed in the instrument, is deemed to covenant and agree to pay to the Association all general, additional and special Assessments for the operation of the Association, maintenance, management and operation of the Subdivisions and the Common Areas, and for the payment of other expenses allocated or assessed to or through the Association. All Assessments, together with interest, late fees, fines, costs, attorneys' fees incurred in the collection of Assessments (including attorneys' fees and costs incurred incidental to any bankruptcy proceedings or probate or estate matters, including monitoring any payments made by the bankruptcy trustee or the probate court or estate to pay any delinquency, or attorneys' fees and costs incurred incidental to any State or Federal Court proceeding filed by an Owner) and advances for taxes or other liens or costs that the Association pays to protect its rights shall be a charge on the Owner's Lot and shall be a continuing lien upon the Lot against which each Assessment is made. Assessments shall also be the personal obligation of the person who is the Owner of such Lot at the time the Assessment fell due and, except as provided in Section 9 below, all subsequent Owners until paid, and shall accrue to the Association's benefit.

Section 2. Purpose of General Assessments. Except as otherwise provided in this Declaration, the Association shall use the assessments levied under this Article IV for the purpose of: (i) maintaining, repairing, replacing, beautifying and improving the Common Areas and any improvements located on the Common Areas including, without limitation, parks, playground equipment, benches, paths and storm and drainage easement areas; (ii) maintaining, repairing, replacing, beautifying and improving the entranceways, including without limitation median islands, entranceway signs and monuments; (iii) maintaining, repairing, replacing, beautifying and improving the cul-de-sac islands and other common improvements within the Subdivisions; (iv) caring for vacant Lots; (v) enforcing the Subdivision Documents and administering the Subdivisions; or (vi) performing any other services or purposes for which the Association is incorporated. In addition to the foregoing, if the Board of Directors finds that it is dissatisfied with municipal maintenance, repair and replacement of the roads within the Subdivisions, the

Association may maintain (such maintenance to include, without limitation, snow removal) and repair the roadways, subject to obtaining any necessary municipal permits and regardless of the fact that the roads have been dedicated to the public.

Section 3. Rates of Assessments; General Assessment. All general, additional and special Assessments shall be made against each Lot equally. The Association's Board of Directors shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year that may be required for the proper operation, management and maintenance of the Subdivisions, the Common Areas and the Association, including a reasonable allowance for contingencies and reserves. Upon the Board's adoption of an annual budget, copies of the budget shall be made available to each Owner and the assessment for the year shall be established based upon that budget, although the failure to deliver a copy of the budget to each Owner shall not affect or in any way diminish the liability of any Owner for any existing or future Assessments.

Section 4. Additional Assessments. Notwithstanding anything to the contrary, the Board of Directors shall have the authority to increase the general assessment or to levy such additional Assessments as it shall deem necessary provided the same shall be required for only the following: (i) to meet deficits incurred or anticipated because current Assessments are insufficient to pay the costs of operation and maintenance as provided in Section 2; (ii) to provide replacements of existing Common Areas; or (iii) for any emergencies.

Section 5. Special Assessments. Special assessments, in addition to those described in Sections 3 and 4 above, may be made by the Board of Directors from time to time if approved by the Owners as provided herein, to meet other requirements of the Association, including, but not limited to: (i) providing additions to the Common Areas; (ii) assessments to purchase a Lot upon foreclosure of the lien for Assessments described in this Article; or (iii) assessments for any other appropriate purpose not described in the Subdivision Documents. Special assessments as provided for by this subsection shall not be levied without the prior approval of sixty percent (60%) of the Owners in good standing.

Section 6. Date of Commencement of Annual Assessments; Due Dates; Exemptions. The general Assessment provided for in this Article shall be imposed for the year beginning January 1 and ending December 31. The general Assessment shall be payable in annual or such other installments as determined by the Board of Directors, commencing with acceptance of a deed to or a land contract vendee's interest in a Lot, or with the acquisition of fee simple title to a Lot by any other means. The Board of Directors shall fix the due date of the general and any additional or special Assessment by resolution. All Common Areas and all other property exempt from State or local taxation and dedicated for public use shall be exempt from Assessments under this Article.

Section 7. Effect of Non-Payment of Assessment; Remedies of the Association. The payment of an Assessment shall be in default if such Assessment, or any part of the Assessment, is not paid to the Association in full on or before the due date for such payment, which shall be the first (1st) day of January each year or such other date as may be established from time to time by the Board of Directors for any Assessment. Assessments in default shall bear interest at a rate not to exceed 7% or the highest rate allowed by law, whichever is greater, until paid in full. In addition,

all Assessments, or installments of Assessments that remain unpaid as of ten (10) days after the due date shall incur a uniform late charge of \$25.00 per month to compensate the Association for administrative costs incurred because of the delinquency. The Board of Directors may revise the frequency and rate of the uniform late charges, and may levy additional late charges for special and additional Assessments, without the necessity of amending this Amended and Restated Declaration. The Association may also accelerate any unpaid installments of Assessments for the fiscal year and those of any subsequent fiscal year into which the delinquency continues, which shall become immediately due and payable in full. Payments of installments of Assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including attorney's fees; second, to any interest charges, fines and late fees on such installments; and third, to installments in default in order of their due dates. An Owner selling a Lot shall not be entitled to any refund whatsoever from the Association with respect to any reserve account or other asset of the Association.

The Association may enforce collection of delinquent Assessments by a suit at law for a money judgment against the Owner, may record against the Lot a lien securing the payment of all delinquent amounts, may foreclose any such lien, or may pursue one or more of such remedies at the same time or successively. An Owner may not withhold or escrow Assessments, and may not assert in an answer, or set-off to a complaint brought by the Association for nonpayment of Assessments, that the Association or its agents have not provided services. An Owner in default shall not be qualified to run for or function as an officer or Director of the Association, and shall not be entitled to vote so long as such default continues.

Each Owner, and every other person who from time to time has any interest in the Property, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of Assessments, costs and expenses, either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligation of the parties to such actions. Further, each Owner and every other person who from time to time has any interest in the Property, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Lot and improvements thereon with respect to which Assessments are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Owner acknowledges that at the time of acquiring title to such Lot, they were notified of the provisions of this Section and that they voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of Assessments and a hearing on the same prior to the sale of the subject Lot. The Association shall have such other remedies for collection and enforcement of Assessments as may be permitted by applicable law. All remedies shall be cumulative.

Section 8. Waiver of Use or Abandonment of Lot. No Owner may waive or otherwise escape liability for Assessments by non-use (whether voluntary or involuntary) of the Common Areas, abandonment of the right to use the Common Areas, or abandonment of their Lot.

Section 9. Subordination of the Lien. Except for claims evidenced by a lien recorded prior to the recordation of a first mortgage, the lien of the Assessments provided for in this Article shall be subordinate to the lien of any first mortgage; provided, however, that any such mortgage lender when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgage lender acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgage lender, shall hold title subject to the liability and lien of any Assessment, or part thereof, attributable to the period commencing on the date of the foreclosure sale (or conveyance in lieu of foreclosure). Any unpaid Assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an Assessment divided equally among, payable by and a lien against all Lots subject to Assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Section 10. Expenses of Collection. All expenses incurred in collecting unpaid Assessments, including interests, fines, costs, actual attorneys' fees (not limited to statutory fees and including attorneys' fees and costs incurred incidental to any bankruptcy proceedings filed by the delinquent Owner or probate or estate matters, including monitoring any payments made by the bankruptcy trustee or the probate court or estate to pay any delinquency, or attorneys' fees and costs incurred incidental to any State or Federal Court proceeding filed by the Owner) and advances for taxes or other liens or costs paid by the Association to protect its lien, shall be chargeable to the Owner in default and shall be secured by the lien on their Lot.

Section 11. Certificate with Respect to Assessments. Upon the written request of any Owner, the Association shall furnish, within five (5) business days, a written certificate regarding the status of any Assessments or other charges levied against the Owner's Lot. Any such certificate, when properly issued by the Association, shall be conclusive and binding with regard to the status of the Assessments as between the Association and any bona fide purchaser of the Lot described in the certificate and the lender who has taken a lien on the Lot as security for the repayment of a loan.

ARTICLE V BUILDING AND USE RESTRICTIONS

Section 1. Use of Lots.

A. Single-Family Use. All Lots shall only be used for single-family residential purposes. No Owner shall carry on any business enterprise or commercial activity within the Subdivisions or upon their Lot, including without limitation for profit or nonprofit (i.e. those that have nonprofit status under State or Federal laws) day care, adult foster care, nursing facilities, transitional housing and similar enterprises; provided, however, that Owners are allowed to have home offices in their Residences so long as the same (i) do not involve additional pedestrian or vehicular traffic by customers, users or beneficiaries of the services being performed and/or congestion within the Subdivisions, (ii) do not utilize or involve the presence of any employees upon their Lots other than the Owners or occupants, (iii) do not disturb other Owners, (iv) do not involve additional expense to the Association (such as utility charges or insurance), (v) do not violate any other provision or restriction contained in this Amended and Restated Declaration, (vi)

do not involve the storage of bulk goods for resale, and (g) do not constitute a violation of any municipal ordinances or regulations.

B. Occupancy Restrictions. The number of persons allowed to occupy or reside in any Residence shall be governed by the restrictions and regulations of the Building Officials and Code Administrators National Property Maintenance Code or such other codes or ordinances that may be adopted by the City of Farmington Hills from time to time governing occupancy. Such restrictions shall automatically change, without the necessity of an amendment to this Amended and Restated Declaration, upon the adoption of alternative regulations by the City of Farmington Hills, such that the occupancy of all Residences shall be in accordance with all City of Farmington Hills regulations at all times.

Section 2. Character and Size of Buildings. It is the intention and purpose of this Amended and Restated Declaration to ensure that all Residences are of a quality, design, workmanship and materials. All Residences must be constructed in accordance with the applicable governmental building codes, ordinances and regulations and with such further standards as set forth in this Amended and Restated Declaration. No building shall be erected, placed or maintained or permitted to remain on any Lot except one (1) single family private Residence. All Residences must have an attached garage for not less than two (2) nor more than three (3) vehicles. All garages must be utilized to allow parking of at least two (2) vehicles. No Residence shall be placed or erected on any Lot which has a “livable floor space” of less than the following:

A. One-story Residence: 1,800 square feet;

B. More than one-story Residence: 2,300 square feet in total, with not less than 1,000 square feet on the first floor;

“Livable floor space” means that area that is finished for occupancy and does not include any garage, basement, unheated porches, patios or breezeways.

Section 3. Building Location and Lot Size. The location of all buildings and structures on each Lot shall be in accordance with City Ordinances. No Lot shall be reduced in size by any method whatsoever without prior written consent of the Board of Directors. Lots may be enlarged by consolidation with one or more adjoining Lots under one (1) ownership. In the event one or more adjoining Lots are developed as a single Lot, all restrictions contained in this Amended and Restated Declaration shall apply as though a single Lot. In any event, no Residence shall be erected, altered, placed or permitted to remain on any size smaller than one (1) Lot as shown on the Plats.

Section 4. Trees and Soil. No trees that exceed six inches (6”) in diameter may be removed or cut, nor shall surface soil be dug or removed from any Lot for purposes other than building and landscaping on such Lot, or to remove trees that pose an immediate dangerous condition, without the Board’s prior written consent. If a tree is removed as provided in this Section, the Owner must also remove the tree stump.

Section 5. Temporary Structures, Damaged Residences and Reconstruction. No trailer, camper of any kind, mobile home, tent, shack, garage, barn, out-building or structure of a temporary character, shall be located at any time on a Lot except as otherwise provided in this Amended and Restated Declaration.

Section 6. Entrance Markers. The Association has the right to construct, maintain, repair and replace entrance markers within the following described areas: the southerly 25 feet of the easterly 25 feet of Lot 35, and the southerly 25 feet of the westerly 25 feet of Lot 36.

Section 7. Grade and Drainage Plan. The established grade and drainage plan for any Lot as approved by the City cannot be altered, changed or modified. This restriction exists to prevent improper discharge of surface water from one Lot to another, and any modification made to the City-approved grade and drainage plan constitutes a violation of law and this Amended and Restated Declaration.

Section 8. Fences and Walls. Fences, garden walls and similar structures may only be installed upon a Lot after the Board has provided its written approval in accordance with Article VI. In no event shall the Board approve a fence other than (a) a fence that is required by City Ordinance to enclose permitted swimming pools and (b) an ornamental fence that does not exceed four feet (4') in height and which does not extend on either side of the Lot toward the front of the Lot further than the rear line of the Residence. Owners shall maintain and keep any permitted fence in good condition at all times and any permitted fences shall comply with all applicable state and local building requirements, laws and ordinances.

Section 9. Swimming Pools. Inground swimming pools or other permitted inground structures may be installed, when approved in writing by the Board of Directors as to size, location, materials, type of construction, and must be maintained in a safe and sanitary condition. Free-standing, above-ground level swimming pools are not permitted. Notwithstanding the foregoing, pools that comply with the following requirements shall be considered a "wading" or "children" pool and not an above-ground swimming pool and shall otherwise be permitted: any pool having a retaining wall no higher than eighteen inches (18") from grade to the top edge of the wading pool retainer, covering no more than one hundred twenty-five (125) square feet of ground surface, being a type that can be readily emptied, not requiring filtering equipment.

Section 10. Conduct within the Subdivisions. No harmful, improper or unlawful activity shall be engaged in on or upon the Subdivisions or any Lot, nor shall anything be done which may be or become an annoyance or a nuisance to the Owners, nor shall any unreasonably noisy activity be carried upon the Common Areas or any Lot. There shall not be maintained any device or thing of any sort whose normal activities or existence is in any way harmful, noisy, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the reasonable enjoyment of other Lots and Residences.

Section 11. No Hazardous or Dangerous Activities. Except as otherwise set forth in the Association's rules and regulations as are published from time to time or as otherwise approved by the Board in writing, no Owner shall use, or permit the use or discharge by an occupant, agent, employee, invitee, guest or member of their family, any drones, firearms, air rifles, pellet guns,

BB guns, bows and arrows, fireworks, slingshots or other similar dangerous weapons, projectiles or devices anywhere on or about the Subdivisions or on any Lot, nor shall any Owner use or permit to be brought onto a Lot or the Subdivisions any materials deemed to be extra hazardous to life, limb or property.

Section 12. Animals.

A. Type. Farm animals, livestock and wild animals shall not be raised, kept or bred on any Lot. Household pets may be kept by Owners or occupants so long as the maintenance of any household pets complies with City Ordinances.

B. Restrictions Applicable to Pets; Responsibilities of Owners.

(1) No animals may be kept or bred for any commercial purpose. Any pets permitted to be kept in the Subdivisions shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions.

(2) Any pet maintained on a Lot shall be kept either on a leash in the control of a responsible person or in a Board-approved dog run or pen, or properly restrained via the utilization of an invisible fence, and shall otherwise not be allowed to run loose or unattended.

(3) Each Owner shall be responsible for the immediate collection and disposition of all fecal matter deposited anywhere in the Subdivisions, including without limitation Lots and Common Areas, by any animal maintained by such Owner.

(4) No savage or dangerous animal of any type shall be kept on any Lot.

(5) No animal that creates noise and can be heard on any frequent or continuing basis shall be kept in any Residence or on any Lot.

(6) All animals kept in accordance with this Section shall be licensed by the municipal agency having jurisdiction.

Section 13. Owner Maintenance of Lot, Residence and Appurtenant Structures and Improvements. Owners shall maintain their Lots, including without limitation all driveway and sidewalk surfaces and exterior Residence surfaces such as roofs, fascia, shutters and soffits, and other improvements located on the Lot, in a neat, orderly and attractive manner. Such maintenance shall include, but shall not be limited to, maintaining screens (including screen enclosures), windows and doors (including the wood and hardware of garage doors and sliding glass doors), periodic repainting of exterior surfaces and the replacement of deteriorated wood members and trim. The minimum standard for the foregoing shall be that it is consistent with the general appearance of the improvement as initially constructed and otherwise improved, considering, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness or ignoring of needed periodic repainting. Subject to the provisions of Article VI, Owners shall clean, repaint or re-stain, as needed, the exterior portions of each Residence and its appurtenant improvements, including exterior surfaces of garage doors, as often as is necessary to comply with

the foregoing standards. No Lot shall be used or maintained as a dumping ground or for outside storage for rubbish, trash, garbage or other materials. Waste shall be kept in sanitary trash containers properly sealed and concealed from public view, and trash containers and may not remain elsewhere on the Lot except for such short periods of time as may be reasonably necessary to permit periodic trash collection. Trash shall be stored and handled in accordance with all applicable City of Farmington Hills ordinances.

Section 14. Landscaping. Owners must keep all landscaping, including beds, lawns, trees and ornamental materials, well maintained at all times.

Section 15. Signs. Signs or advertisements, including “for sale”, “for lease” and “open house” signs may not be displayed if they are visible from the exterior of a Residence, unless the signs or advertisements are in conformance with the Association’s rules and regulations as are published from time to time or are otherwise approved in writing by the Board of Directors. All permitted signs shall be kept clean and in good repair during the period of its placement and maintenance on any Lot.

Section 16. Mailboxes. All mailboxes, which for the purposes of this Amended and Restated Declaration include the box, post and any other associated structure or attachment, shall be uniform in size, color and design and shall be located uniformly with reference to the Residences in compliance with any requirements of the local postmaster and the Association’s mailbox specifications. Attached as Exhibit C is a depiction of the Association’s approved mailbox, although detailed specifications must be obtained from the Board prior to installation. Subsequent to the date that this Amended and Restated Declaration becomes effective, those mailboxes that exist but that do not comply with the Association’s established mailbox specifications shall be permitted to remain on the Owner’s Lot until such time that the mailbox reaches the end of its useful life, in which case the Owner shall replace the mailbox with a mailbox that conforms to the Association’s mailbox specifications.

Section 17. Vehicular Parking and Storage.

A. **Permitted Vehicles in General.** Except as otherwise provided in this Section or in the Association's rules and regulations, only currently licensed automobiles, motorcycles (if not objectionable due to excessive noise or irresponsible operation), non-commercial pickup trucks, SUVs, and passenger vans may be parked or stored on any Lot or within the Subdivisions. Unless parked fully in a Residence garage or except as otherwise provided in this Section, no house trailers, commercial vehicles (as defined in subsection C below), boat trailers, watercraft, boats, motor homes, camping vehicles, camping trailers, trailers, snowmobiles, snowmobile trailers, recreational vehicles, non-motorized vehicles, off-road vehicles or all-terrain vehicles shall be parked or stored on any Lot or within the Subdivisions. Garage doors that face any street must be kept closed except as may be necessary for garage maintenance and cleaning and except as necessary to gain access to or from the garage.

B. **Temporary Presence.** The Board of Directors has the discretion to issue rules and regulations that provide for the temporary presence of the above enumerated recreational/leisure vehicles upon the Subdivisions for purposes such as loading and unloading.

C. Commercial Vehicles. Commercial vehicles may not be parked on any Lot or within the Subdivisions (except as provided above) unless while making deliveries or pickups in the normal course of business. For purposes of this Section, commercial vehicles shall include vehicles or trucks with a curb weight of more than 10,000 pounds, overall length in excess of 21 feet, or with more than two axles, vehicles with commercial license plates, vehicles with any commercial markings or advertising appearing on the exterior, vehicles not designed or intended for personal transportation, or any vehicle either modified or equipped with attachments, equipment or implements of a commercial trade, including, but not limited to, ladder or material racks, snow blades, tanks, spreaders, storage bins or containers, vises, commercial towing equipment or similar items. For purposes of this Section, passenger vans, SUVs and pickup trucks, used for primary transportation and not for commercial purposes shall not be considered commercial vehicles provided they do not meet the definition of a commercial vehicle contained in this Section. The Association shall not be responsible for any damages, costs, or other liability arising from any failure to approve the parking of such vehicles or to designate an area for parking such vehicles.

D. Standing Vehicles, Repairs. Nonoperational vehicles or vehicles with expired license plates shall not be parked on any Lot or within the Subdivisions, other than inside a Residence garage, without written permission of the Board of Directors. Nonemergency maintenance or repair of vehicles shall not be permitted on the Subdivisions, unless specifically approved by the Board of Directors.

E. Association Rights. Subject to Section 252k of the Michigan Vehicle Code (MCL §257.252k), the Association may cause vehicles parked or stored in violation of this Section, or of any applicable rules and regulations of the Association, to be stickered and towed from the Subdivisions, and the cost of such removal may be assessed to, and collected from, the Owner of the Lot responsible for the presence of the vehicle in the manner provided in Article IV of this Amended and Restated Declaration. In such cases, the Owner will be responsible for costs incurred in having a towing company respond, even if the vehicle is moved and properly parked before the towing contractor arrives at the Subdivision. The Board of Directors may promulgate reasonable rules and regulations governing the parking and use of vehicles in the Subdivisions, and may levy fines for violations of such rules and regulations or this Section.

Section 18. Satellite Dishes.

A. Permitted Satellites Size and Type. In accordance with the Federal Communication Commission's Over the Air Reception Devices Rule, only satellite dishes that are one meter or less in diameter and used for the receipt of video programming services, including direct broadcast satellite (DBS), multipoint distribution service (MDS), fixed wireless (FW) and television broadcast (TVB), may be kept or installed on any Lot.

B. Location. To the extent possible, Owners shall locate antennas in the Lot's rear or side-yard, shielded from view from outside the Lot or from other Lots to the maximum extent possible, provided the Owner can obtain an acceptable quality signal and the placement in this preferred location does not delay or increase the cost of installation or obtaining service. To the

extent a mast is necessary, the mast height may not extend beyond the limits of the Lot and may be no higher than necessary to receive acceptable quality signals (but in no event shall a mast extend more than 12 feet above the roof line due to safety concerns posed by wind loads and the risk of falling antennas and masts).

C. Contacting Association Prior to Installation Encouraged. If the installation is routine (i.e. it conforms to the above provisions), the installation may begin immediately; however, Owners are encouraged (but need not) contact the Association prior to installation of the antenna to ensure that the Owner is installing the antenna properly and in a proper location. The Association will require Owners to remove at the Owner's cost any antenna installed in violation of these provisions, so contacting the Association prior to installation will help minimize the possibility of these costs. If the installation is other than routine for any reason, the Owner shall first obtain the Board of Director's written approval.

D. Maintenance, Repair, Replacement and Removal. Owners are responsible for maintaining, repairing and replacing their antennas, and Owners shall not permit their antennas to fall into disrepair or to otherwise become a safety hazard. If an Owner sells their Lot, the Owner must either (i) remove the antenna or (ii) obtain and provide to the Board a writing signed by the new Owner accepting responsibility for the antenna.

Section 19. Flood Plains.

A. Flood Plain Area. Pertaining to Hunter's Pointe Subdivision No. 2, the elevations are established at 871.7 (U.S.G.S. datum) at the upstream plat limit, to 871.0 (U.S.G.S. datum) at the downstream plat limit. North Hill Park, being a part of Hunter's Pointe Subdivision No. 3, contains a flood plain area and the elevations are established at 873.0 (N.G.V. datum) at the upstream plat limits, and to 871.1 (N.G.V. datum) at the downstream plat limits.

B. Buildings within Flood Plain. Any building used or capable of being used for residential purposes and occupancy within or affected by the flood plain shall:

(1) Have lower floors, excluding basements, not lower than the elevation of the contour defining the flood plain limits.

(2) Have openings into the basements not lower than the elevation of the contour defining the flood plain limits.

(3) Have basement walls and floors below the elevation of the contour defining the flood plain limits, watertight and designed to withstand hydrostatic pressures from a water level to the elevation of the contour defining the flood plain limits.

(4) Be equipped with a positive means of preventing sewer backup from sewer lines and drains that serve the building.

(5) Be properly anchored to prevent flotation.

C. Filling of Flood Plain Area. The flood plain area cannot be filled or occupied without the approval of the Michigan Department of Natural Resources.

Section 20. Rules and Regulations. The Board of Directors may make and amend reasonable rules and regulations consistent with the Subdivision Documents concerning the rights and responsibilities of Owners and the Association with respect to the use of the Common Areas, Lots and Subdivisions or the manner of operation of the Association and of the Common Areas, Lots and Subdivisions. Copies of all rules and regulations and any amendments shall be furnished to all Owners and shall become effective as stated in such rule or regulation. Any rule or regulation may be revoked at any time by the affirmative vote of more than fifty percent (50%) of all Owners in good standing.

Section 21. Cost of Enforcing Documents. Any and all costs, damages, fines, expenses or actual attorneys' fees incurred or levied by the Association in enforcing any of the restrictions set forth in this Declaration or in Rules and Regulations promulgated by the Association and any expenses incurred because of the conduct of less than all those entitled to occupy the Subdivisions, or by their licensees or invitees, may be assessed to, secured by a lien on the offending Owner's Lot and collected from the responsible Owner in the manner provided in Article IV. This specifically includes actual costs and legal fees incurred by the Association in investigating and seeking legal advice concerning violations, and responding to and defending actions relating to violations in small claims court, or any other court of competent jurisdiction.

ARTICLE VI ARCHITECTURAL CONTROL

Section 1. Approval Required. It is the intention and purpose of this Amended and Restated Declaration to ensure that all Residences are of a quality, design, workmanship and materials that the Board has approved. Notwithstanding anything to the contrary contained in this Amended and Restated Declaration, no building, fence, wall, retaining wall, deck, patio, drive, walk, swimming pool, outbuilding or other structure or improvement shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including in color or design), nor shall any hedges, trees or substantial landscaping modifications be made, until plans and specifications acceptable to the Board showing the nature, kind, shape, height, materials, color scheme, location of the structure or improvement and the grading or landscaping plan of the area to be affected (if appropriate) shall have been submitted to and approved in writing by the Board, and a copy of said plans and specifications, as finally approved, filed with the Association. The Board of Directors shall have the right to refuse to approve any such plans or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or any other reasons, and in passing upon such plans, specifications, grading or landscaping, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to be constructed, and the degree of harmony thereof with the Subdivisions as a whole. All work shall be performed in accordance with the applicable governmental building codes, ordinances and regulations and with such further standards as set forth in this Amended and Restated Declaration. Notwithstanding anything to the contrary contained in Article VII, Owners who do not obtain the Board's prior written approval as required herein shall be subject to a monetary fine in the amount of up to

\$500.00 (or such other amount as may be established by the Board pursuant to duly adopted Rules and Regulations) to be assessed against the Lot and collected in accordance with Article IV.

Section 2. Approval. Board approval shall be deemed given if the plans and specifications submitted for approval are marked or stamped as having been finally approved by the Board, and are dated and signed by two (2) Board members.

Section 3. Limitation of Liability. The Board shall not incur any liability whatsoever for approving or failing or refusing to approve all or any part of any submitted plans, specifications and related materials.

ARTICLE VII ENFORCEMENT

Section 1. Compliance by Owners. Every Owner and every Owner's occupants, lessees, guests and invitees (each, a "permittee"), shall comply with the restrictions and covenants set forth herein and in the Subdivision Documents.

Section 2. Remedies for Default. Failure of an Owner or their permittees to comply with the Subdivision Documents shall be grounds for relief, which may include, without limitation, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in the payment of Assessments and as more fully set forth in Article IV), or any combination thereof. The Association shall have the right to suspend the rights of use of Common Areas of Owners in default of the Subdivision Documents.

Section 3. Costs Recoverable from Owner. Failure of an Owner or their guests or invitees to comply with the Subdivision Documents shall entitle the Association to recover from such Owner or their permittee all damages, fines expenses, pre-litigation costs and actual attorneys' fees (including pre-litigation costs and fees) incurred in obtaining their compliance with the Subdivision Documents, and all such costs, damages, fines, expenses and actual attorneys' fees incurred may be assessed to and secured by a lien on the offending Owner's Lot. This specifically includes actual costs and legal fees incurred by the Association in investigating and seeking legal advice concerning violations. In addition, in cases where the Association must defend an action brought by any Owners or permittees and regardless if the claim is original or brought as a defense, a counterclaim, cross claim or otherwise, the Association, if successful, shall be entitled to recover from such Owner or permittee pre-litigation costs, the costs of the proceeding and actual attorney's fees incurred in defense of any such claim, but in no event shall any Owner be entitled to recover such attorney's fees or costs against the Association.

Section 4. Association's Right to Abate. The violation of any of the provisions of the Subdivision Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Areas or onto any Lot (but not into any Residence) and summarily remove and abate, at the expense of the Owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Subdivision Documents. The Association shall have no liability to any Owner or their permittee arising out of its exercise of its removal and abatement power granted hereunder.

Section 5. Failure to Enforce Rights. The failure of the Association or of any Owner to enforce any right, provision, covenant or condition that may be granted by the Subdivision Documents shall not constitute a waiver of the right of the Association or of any such Owner to enforce such right, provisions, covenant or condition in the future.

Section 6. Cumulative Rights. All rights, remedies and privileges granted to the Association or any Owner pursuant to any terms, provisions, covenants or conditions of the Subdivision Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 7. Fines.

A. General. The violation by any Owner or their permittees of any of the provisions of the Subdivision Documents shall be grounds for Assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the involved Owner. Such Owner shall be deemed responsible for such violations whether they occur because of their personal actions or the actions of their permittees or any other person admitted through such Owner to the Subdivisions.

B. Procedures. Prior to imposing any fine, the Board will adhere to the following procedures:

(1) Notice. Notice of the violation, including the Subdivision Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Owner on notice as to the violation, shall be sent by first class mail, postage prepaid, electronic transmission, or personally delivered to the Owner.

(2) Hearing and Decision. The offending Owner shall be provided with an opportunity to be heard by the Board at which hearing the Owner may offer evidence in defense of the alleged violation. Except as otherwise determined by the Board, the hearing before the Board shall be at its next scheduled meeting. Upon appearance by the Owner before the Board and presentation of evidence of defense, or in the event the Owner fails to appear at the scheduled hearing, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

C. Fines. Upon violation of any of the provisions of the Subdivision Documents, and after default of the offending Owner, or upon the decision of the Board as recited above, the following fines may be levied:

FIRST VIOLATION

No fine will be levied unless the Board determines that the nature of the violation is such as to be best

	deterred if a fine is imposed for a first violation
SECOND VIOLATION	\$25.00 Fine
THIRD VIOLATION	\$50.00 Fine
FOURTH VIOLATION AND ALL SUBSEQUENT VIOLATIONS	\$100.00 Fine

The Board of Directors, without the necessity of an amendment to this Amended and Restated Declaration, may make such changes in the fine schedule or adopt alternative fines, in accordance with duly adopted Rules and Regulations. For purposes of this Section, the number of the violation (i.e. first, second etc.) is determined with respect to the number of times that an Owner violates the same provision of the Subdivision Documents, as long as that Owner may be an Owner of a Lot or occupant of a Subdivision, and is not based upon time or violations of entirely different provisions. In the case of continuing violations, a new violation will be deemed to occur each successive week during which a violation continues or in such intervals as may be set forth in the Association's rules and regulations; however, no hearings other than the first hearing shall be required for successive violations if a violation has been found to exist. Nothing in this Article shall be construed as to prevent the Association from pursuing any other remedy under the Subdivision Documents for such violations, or from combining a fine with any other remedy or requirement to redress any violation.

D. Collection of Fines. The fines levied pursuant this Section shall be assessed against the Owner and shall be immediately due and payable. Failure to pay the fine will subject the Owner to all liabilities set forth in the Subdivision Documents including, without limitations, those described in Article IV of this Amended and Restated Declaration.

ARTICLE VIII GENERAL PROVISIONS

Section 1. Notice. Any notice required to be sent to any Owner under the provisions of this Amended and Restated Declaration shall be deemed to have been properly sent when sent by electronic transmission, personally delivered, or mailed, postpaid, to the last known address of the person who appears as Owner on the Association's records at the time of such mailing.

Section 2. Interpretation. The Article and Section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions and interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter genders shall each include the others.

Section 3. Severability. Invalidation of anyone of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

Section 4. Effective Date. This Amended and Restated Declaration shall become effective upon its recordation with the Oakland County Register of Deeds.

Section 5. Conflict. This Amended and Restated Declaration shall take precedence over conflicting provisions in the Articles of Incorporation, Bylaws and any Rules and Regulations of the Association and the Articles shall take precedence over the Bylaws and the Rules and Regulations.

Section 6. Amendment. This Amended and Restated Declaration may be amended, changed or added to at any time and from time to time upon the execution and recording of an instrument signed by the President of the Association and certifying that the amendment set forth in the instrument was adopted by a vote of at least two-thirds ($2/3^{\text{rds}}$) of the votes of all Owners in good standing.

[SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGE]

The Association has executed this Amended and Restated Declaration on the day and year first above written

Hunters Pointe Homeowners Association, a Michigan Nonprofit Corporation

By: _____
Name: _____
Title: President

STATE OF MICHIGAN)

) SS:

COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by _____, the president of Hunters Pointe Homeowners Association, a Michigan Nonprofit Corporation, on behalf of the Corporation.

, Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My Commission Expires:

Document drafted by and when recorded return to:
Stephen M. Guerra, Esq.
Makower Abbate Guerra Wegner Vollmer PLLC
30140 Orchard Lake Rd.
Farmington Hills, MI 48334

EXHIBIT A

SUBDIVISIONS COVERED BY THIS AMENDED AND RESTATED DECLARATION

[INSERT LEGAL DESCRIPTIONS]

PLATS COMPRISING THE SUBDIVISIONS
(see attached)

COMMON AREAS

Sheffield Park, being a part of Hunter's Pointe No. 1 according to the Plat for Hunter's Pointe No. 1 recorded in Liber _____, Pages ___ et seq. of Plats, Oakland County Records, Hunter's Pointe Park and Wilshire Park, being a part of Hunter's Pointe No. 2 according to the Plat for Hunter's Pointe No. 2 recorded in Liber _____, Pages ___ et seq. of Plats, Oakland County Records, North Hill Park, being a part of Hunter's Pointe No. 3 according to the Plat for Hunter's Pointe No. 3 recorded in Liber _____, Pages ___ et seq. of Plats, Oakland County Records, and North Hill Park No. 2, being a part of Hunter's Pointe No. 7 according to the Plat for Hunter's Pointe No. 7 recorded in Liber _____, Pages ___ et seq. of Plats, Oakland County Records.

EXHIBIT B
AMENDED AND RESTATED BYLAWS
(see attached)

EXHIBIT C

MAILBOX SPECIFICATIONS/DEPICTION



**AMENDED AND RESTATED DECLARATION OF RESTRICTIONS FOR
HUNTER'S POINTE SUBDIVISION NOS. 1 THROUGH 7**

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