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**RAVINES OF NORTHVILLE
SECOND AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This Second Amended and Restated Declaration of Covenants, Conditions and Restrictions (“Second Amended and Restated Declaration”) is made this 10th day of August, 2017, by The Ravines of Northville Homeowners Association, a Michigan nonprofit corporation (the “Association”), whose address is as set forth from time in the Association’s Articles of Incorporation.

RECITALS:

A. The Association is the duly formed and appointed homeowners association responsible for the administration of certain real property located in Northville Township, Wayne County, State of Michigan, which is described on Exhibit A attached hereto and made a part hereof (the “Property”), as planned open space residential subdivision, known as the Ravines of Northville.

B. Fairchild Development Co., Inc., a Michigan corporation (the “Developer”), has recorded that certain Declaration of Covenants, Conditions and Restrictions in Liber 29816, Page 4292, Wayne County Records (the “Original Declaration”), and a certain First Amendment to Ravines of Northville Declaration of Covenants, Conditions and Restrictions in Liber 36707, Page 145, Wayne County Records (the “First Amendment”, and collectively with the Original Declaration, the “Declaration”).

C. The Association is hereby amending and restating the Declaration in accordance with Section 9.01 of the Declaration.

D. The Association desires to amend the Declaration to remove references to the Developer and to make certain other changes to assure the harmony, uniformity, attractiveness and utility of the Ravines of Northville and in general to provide for a residential project of the highest quality and

character.

NOW, THEREFORE, the Association, based on written approval of the owners of seventy-five percent (75%) of the total lots within the Ravines of Northville, hereby declares that the Declaration is hereby superseded by the recording of this Second Amended and Restated Declaration, and the Property described on Exhibit A attached hereto is, and any parcels, and/or lots into which said Property may be divided are, and shall be, held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations and grants hereinafter set forth, together with such other conditions, covenants, restrictions, reservations and grants which are hereafter recorded with respect to said Property; all of which conditions, covenants, restrictions, reservations and grants are for the benefit of and shall run with and bind the Property and all parties having any right, title or interest in the Property or any part thereof, or improvements thereon, as well as their heirs, successors and assigns.

ARTICLE I **DEFINITIONS**

Section 1.01 “Association” shall mean The Ravines of Northville Homeowners Association, a Michigan non-profit corporation, and its successors and assigns.

Section 1.02. “Basin C Maintenance Agreement” shall mean the Maintenance Agreement for the Design, Construction, Maintenance, Repair and Operation of Basin C, a Stormwater Management System, between Developer, Wayne County, the Association et al.

Section 1.02 “Boulevard Islands” shall mean the boulevard islands located within the roads within the Subdivision.

Section 1.03 “Common Areas” shall mean those portions of the Subdivision for the common use and enjoyment of the Owners, which are designated on the Plat as Parks, Open Space Areas, Boulevard Islands, Entrance Way and Perimeter Improvements, or any easements for sidewalks, community walkways, bicycle paths, access paths, pedestrian plazas, storm water detention facilities or open space areas, and any improvements constructed within the foregoing areas for the common use and enjoyment of the Owners, including storm drainage, retention and detention facilities and Irrigation Improvements.

Section 1.04 “Entrance Way and Perimeter Improvements” shall mean any entrance way monuments, landscaping and related improvements, and any perimeter landscaping installed within the Subdivision.

Section 1.05 “Irrigation Improvements” shall mean any irrigation systems and related facilities, including meters and back-flow protectors, installed within any of the Common Areas and easement areas within the Subdivision.

Section 1.06 “Lot” shall mean each unit of land designated for residential use and the construction thereon of a single family dwelling, as identified on the Plat.

Section 1.07 “Member” shall mean a member of The Ravines of Northville Homeowners

Association.

Section 1.08 "Open Space Community Development Agreement" shall mean the Open Space Community Development Agreement entered into between Developer and the Township of Northville, and recorded in the Wayne County Records.

Section 1.09 "Owner" or "Lot Owner" shall mean the holder or holders of the record fee simple title to, and/or the land contract purchaser of, a Lot, whether one or more persons or entities. The term "Owner," or "Lot Owner", as the context dictates, shall not include any mortgagee or any other person or entity having an interest in a Lot merely as security for the performance of an obligation, unless and until such mortgagee or other person or entity shall have acquired fee simple title to such Lot by foreclosure or other proceeding or conveyance in lieu of foreclosure. If more than one person or entity owns fee simple title to a Lot, or in the event any Lot is subject to a land contract, then the interests of all such persons or entities, and the interest of the land contract seller and purchaser, collectively shall be that of one Owner.

Section 1.10 "Parks" shall mean all private Parks which are identified in the Plat recorded with respect to the Subdivision.

Section 1.11 "Plat" shall mean the Final Preliminary Plat for the Subdivision which was approved by the Township on October 9, 1997 and recorded on January 29, 1998 in Liber 112 of Plats on Pages 7-23, Wayne County Records, as amended from time to time and recorded with respect to the Property.

Section 1.12 "Property" shall mean that certain real property described on Exhibit A attached hereto and previously made a part hereof, as the same may be amended.

Section 1.13 "Storm Water Drainage Facilities" shall mean all storm water drainage facilities located on the Property and/or subject to and described in Wayne County Department of Public Services Drainage Permit No. C-24228 and/or the Basin C Maintenance Agreement, including but not limited to any storm water detention basins located within the Parks, storm sewer lines, manhole covers, storm water drainage grates and the detention basin located on Wayne County Parks property which is or will be the subject of certain document(s) and court orders and judgments involving Developer and Wayne County.

Section 1.14 "Storm Drainage System Maintenance Agreement" shall mean the Storm Drainage System Maintenance Agreement Discharge To Wayne County Storm Sewer System entered into between the Township and Developer and pertaining to the construction, maintenance, operation and repair of the Storm Water Drainage Facilities located on the Property.

Section 1.15 "Subdivision" shall mean Ravines of Northville Subdivision pursuant to the Plat.

Section 1.16 "Subdivision Documents" shall mean this Second Amended and Restated Declaration, the Plat, the Articles of Incorporation, the Bylaws of the Association and any rules and regulations of the Association.

Section 1.17 "Township" shall mean the Charter Township of Northville.

Section 1.18 "Wetlands" shall mean those portions of the Property, if any, which are designated as wetlands and/or as wetland conservation easements on the Plat for the Property and/or which are designated as such by any other governmental unit or agency having jurisdiction over the Property.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 2.01 Legal Description. The Property which is subject to and which shall be held, transferred, sold, conveyed and occupied pursuant to this Second Amended and Restated Declaration is more particularly described on Exhibit A attached hereto as the same may be amended.

Section 2.02 Covenants Running with the Land. Every Owner of a Lot, by acceptance of a deed or other conveyance of a Lot, shall be deemed to have automatically consented to the terms, rights and obligations set forth in this Second Amended and Restated Declaration, the Plat, the Articles of Incorporation, the By-Laws, and any rules and regulations of the Association, and the terms hereof shall be considered covenants running with the land comprising the Property in accordance with Section 9.02 hereof.

ARTICLE III

HOMEOWNERS ASSOCIATION

Section 3.01 Purposes. The purposes of the Association shall be to manage, maintain and administer the Common Areas, including, without limitation, the maintenance, repair and operation of the Parks, and all bike paths and pedestrian paths installed within the Subdivision, for the common use of all residents and Owners, and to arrange for the provision of services and facilities of common benefit, and in general to maintain and promote the desired character of the Subdivision.

Section 3.02 Membership. Every Owner of a Lot shall be a Member of the Association. Every Owner shall become a Member commencing on the date on which said Owner is conveyed fee simple title to said Lot, or, if applicable, the date on which a land contract purchaser enters into a land contract to purchase said Lot. All membership rights and obligations shall be deemed a part of and may not be separated from, the ownership of any Lot. Notwithstanding anything to the contrary herein, any person or entity who holds such interest merely as security for the performance of an obligation shall not become a Member of the Association.

Section 3.03 Voting Rights. The voting rights of Members are as provided herein and in the By-Laws and Articles of Incorporation of the Association. Each Member shall be entitled to one vote on each matter submitted to a vote of Members for each Lot owned by the Member, provided that such Member is in "good standing." As used in this Second Amended and Restated Declaration, "good standing" shall mean that a Member is qualified to vote and is not in default in the payment of any assessment and is not otherwise in default in any of the terms, restrictions, covenants or conditions contained herein. Where a Lot has been sold pursuant to a land contract, the purchaser under said land contract shall be entitled to the vote for said Lot. Multiple Owners (including co-purchasers under a land contract) may exercise said one vote per Lot as they may mutually agree, and such co-owners or co-purchasers shall notify the Association in writing of the person entitled to exercise such vote. In the event any multiple Owners fail to provide such notice to the Association within thirty (30) days prior to the date set for a meeting, the Owner whose name first appears on record title shall be deemed to be the Member authorized to vote on behalf of all the multiple Owners and any vote cast in person or by proxy

by said Owner, or the failure of said Owner to vote, shall be binding upon all such multiple Owners.

Section 3.04 Articles and By-Laws. The Association shall be organized, governed and operated in accordance with its Articles of Incorporation and By-Laws, which shall be consistent with the provisions and purposes of this Second Amended and Restated Declaration and the Open Space Community Development Agreement. In the event there exists any conflict between the provisions contained within the Association's Articles of Incorporation and By-Laws, the provisions contained within this Second Amended and Restated Declaration, and the provisions contained within the Open Space Community Development Agreement, the provisions of the Open Space Community Development Agreement shall control, followed in priority by the provisions of this Second Amended and Restated Declaration, and then the Articles of Incorporation and By-Laws.

Section 3.05 Directors. The right to manage the affairs of the Association shall be exclusively vested in the Association Board of Directors. The Board of Directors shall be elected by the Members of the Association in accordance with the provisions of the Articles of Incorporation and By-Laws of the Association.

ARTICLE IV **COMMON AREAS AND IMPROVEMENTS**

Section 4.01 Right of Members to Use Common Areas. Each Member of the Association shall have the right and non-exclusive easement to use the Parks and other Common Areas for the purposes provided herein. Each Member's easement and right to use the common Areas shall be deemed a part of, and shall pass with title to, every Lot, regardless of whether such easement is specifically referenced in the deed conveying such Lot.

In addition, the Common Areas shall be used subject to the following general provisions:

- (a) There shall be no activity within any Wetlands except as permitted by applicable statutes, ordinances, rules and regulations of those governmental units having jurisdiction.
- (b) The Common Areas shall be used and maintained in accordance with the provisions of any and all maintenance and/or easement agreements which are now or hereafter entered into by and between Developer and/or the Association and the Township with respect to the Property or any portion thereof, and any amendments to such agreements.
- (c) The Association shall have the right to establish rules and regulations consistent with the Subdivision Documents as the Board of Directors may deem necessary or desirable for the safe, orderly and convenient operation and use of the Common Areas, the improvements, equipment, and facilities located thereon, the Subdivision, or the manner of operation of the Association and of the Common Areas and the Subdivision. Copies of all such rules and regulations and any amendments thereto shall be furnished to all Owners and shall become effective as stated in such rule or regulation. Any such rule or regulation may be revoked at any time by the affirmative vote of at least sixty-six and two-thirds percent (66-2/3%) of the Owners in good standing.
- (d) The Association shall have the right to suspend the voting rights of any Member for any period for during which any assessment against such Member's Lot is delinquent.

Section 4.02 Parks. The Association shall be responsible for the maintenance and preservation of the Parks, subject to the ordinances, rules and regulations of governmental entities having jurisdiction over the Parks, the provisions of this Second Amended and Restated Declaration and the Open Space Community Development Agreement, and any maintenance agreements and/or easements entered into between Developer or the Association and any governmental entity with respect to any portion of the Parks. The Parks may be used for storm water detention, recreation and open space purposes only, and no structures or improvements shall be installed within the Parks, other than bike and pedestrian paths and similar improvements and improvements and structures which are necessary for the proper functioning of the storm drainage improvements within the Park. No internal combustion engine-operated vehicle or machines of any kind, including without limitation, snowmobiles, motorcycles or all-terrain vehicles shall be allowed on or within the Parks, except maintenance vehicles or machinery necessary to maintain and preserve the Parks. The Association shall have the right to establish additional rules and regulations with respect to the Parks as the Board of Directors may deem necessary or desirable to insure the proper preservation and functioning of the Parks, provided such additional rules and regulations are consistent with the Open Space Community Development Agreement.

Section 4.03 Boulevard Islands. The Association shall be responsible for the installation, maintenance, repair and replacement of all signage, landscaping and Irrigation Improvements that are within the Boulevard Islands, subject to the ordinances, rules and regulations of any governmental agencies having jurisdiction over the streets and rights-of-way within the Subdivision, and subject to any maintenance agreements entered into between Developer or the Association and the Township, and/or and any governmental entity having jurisdiction. The Association shall have the right to establish rules and regulations as the Board of Directors may deem necessary or desirable for the maintenance, upkeep and beautification of all Boulevard Islands in order to insure an aesthetically pleasing appearance for the benefit of all Owners within the Subdivision.

Section 4.04 Entrance Way and Perimeter Improvements; Irrigation Improvements. The Association shall be responsible for the maintenance and repair of all Entrance Way and Perimeter Improvements and all Irrigation Improvements installed within the Subdivision. The Association shall have the right to establish rules and regulations as the Board of Directors may deem necessary or desirable for the maintenance, upkeep and beautification of all such improvements in order to insure an aesthetically pleasing appearance for the benefit of all Owners within the Subdivision.

Section 4.05 Sidewalks Located in Common Areas, Bike Paths and Pedestrian Trails. The Association shall be responsible for the maintenance and repair of all sidewalks located in Common Areas and all bike paths and pedestrian pathways installed within the Subdivision. Such maintenance obligations shall include the removal of snow and debris from all bike paths, and the performance of any repairs necessary to maintain such bike paths and sidewalks located in Common Areas in a clean and safe condition. The Association shall at all times keep in full force and effect, comprehensive, public liability and property damage insurance with respect to all sidewalks located in Common Areas, bike paths and other Common Areas with limits as deemed appropriate by the Board of Directors. The Association shall indemnify and hold harmless the Township, from and against any and all claims for injuries and/or damages arising out of the use or maintenance of the sidewalks, bike paths, or trails except those claims arising from the negligence or willful misconduct of the Township, its agents or employees.

Section 4.06 Title to Common Areas. The Association shall hold title to the Common Areas for

the benefit of the Owners, subject to the Owners' easement of enjoyment and any easements reserved, dedicated or granted by Developer or the Association as identified in the Plat, the Open Space Community Development Agreement, and any other maintenance and/or easement agreements entered into with the Township or other governmental entity.

Section 4.07 Common Area Easements. The Association and its agents and representatives shall have a perpetual easement for reasonable access to the Common Areas, at all reasonable times for purposes of maintenance, repair, operation and improvement thereof.

Section 4.08 Street Trees. Each Owner shall be responsible for installing and maintaining two (2) street trees for each Lot of the Subdivision within the street tree right of way (three (3) street trees for each corner Lot) owned by such Owner. In the event site conditions, the location of public or private utilities or other factors on any particular Lot prohibit the installation and maintenance of a street tree within the street right-of-way, such street tree shall be installed on the Lot within ten (10') feet of the street right-of-way line. Each such street tree shall be a minimum of three (3) inches diameter, measured at a height of three (3) feet, and shall comply with all applicable Township ordinances and regulations relating to street trees. Each Lot Owner shall keep each of the street trees on such Lot Owner's Lot trimmed to a height of at least six (6) feet, so that tree branches do not interfere with pedestrian use of Subdivision sidewalks. Each Lot Owner shall promptly remove any trees on the owner's Lot that die or become seriously diseased, provided, however, that the removal of trees located within a Lot shall not be permitted unless such tree removal is in compliance with Section 6.14 hereof and any applicable ordinance of the Township.

Section 4.09 Storm Water Drainage Facilities. The Association shall be responsible for the maintenance and repair of the Storm Water Drainage Facilities, in accordance with the ordinances, rules and regulations of any governmental entities having jurisdiction over the Storm Water Drainage Facilities, this Second Amended and Restated Declaration, the Storm Drainage System Maintenance Agreement, the Basin C Maintenance Agreement, and any other agreements between Wayne County and Developer as generally described in the First Amendment and related documents and/or court order(s) and judgment(s), and/or any other maintenance agreements entered into between Developer or the Association and any governmental entity with respect to the maintenance, upkeep and repair of the Storm Water Drainage Facilities. Any storm water detention basins located within the Parks and/or for the use and/or benefit of the Property shall be used only for storm water detention and open space purposes. No improvements or structures shall be installed within the storm water detention basins other than improvements and structures which are necessary for the proper functioning of the storm water detention basins. Subject to the Basin C Maintenance Agreement and any other agreements between Wayne County and Developer as generally described in the First Amendment and any related documents, court order(s) and/or judgment(s), the Association shall have the right to establish additional rules and regulations with respect to the preservation and upkeep of the Storm Water Drainage Facilities as the Board of Directors may deem necessary or desirable to insure the continued proper operation of the Storm Water Drainage Facilities.

Section 4.10 Storm Drainage System Maintenance Agreements. The Storm Water Drainage System Maintenance Agreement between Developer and the Township and the Basin C Maintenance Agreement are incorporated herein by reference. The Association is committed to (i) the perpetual maintenance, operation, improvement, and repair and replacement of the Storm Water Drainage Facilities; (ii) the payment of all costs and expenses in connection with the maintenance, operation, improvement, repair and replacement of the Storm Water Drainage Facilities; and (iii) the duty to levy

appropriate and sufficient assessments (both annual and special) to defray such costs and expenses.

Section 4.11 Storm Water Drainage Facilities Easement. The Township, its employees, agents, independent contractors, successors and assigns, are hereby granted an irrevocable license to enter, only to the extent necessary, upon and across the Property at any time for the purpose of inspecting, repairing, maintaining, removing, installing, reinstalling and constructing the Storm Water Drainage Facilities located on the Property. Notwithstanding any of the foregoing, the license granted pursuant to this Section 4.11 shall not entitle the Township, its employees, agents, independent contractors, successors and assigns, to do any act or thing or exercise any power which would interfere with or disturb the use or enjoyment, future or otherwise, of the Lot Owners and/or the Association.

Section 4.12 Action by the Township. In the event the Association fails or refuses to provide the necessary care, maintenance, operation, inspection, repair, Improvement, installation, construction or management of the Storm Water Drainage Facilities located within on the Property, as provided for in Section 4.09 above, the Township shall have the right to enter the Property and take any necessary corrective action, and shall have the right to assess all costs, expenses and charges for the same against the Lot Owners and/or Association. The Lot Owners and the Association, their successors and assigns shall be jointly and severally liable for each such Lot Owner's proportionate share of the costs and expenses incurred by the Township to discharge such responsibilities. Such costs, expenses and charges shall be due and owing upon written demand and notice by the Township to the Association at the last known address of the Association filed with the Township's Clerk and to the address of the Lot Owners as set forth in the existing tax rolls. Such notice shall be sent by first class mail, postage prepaid and a proof of service of said mailing shall be evidence of the Township's compliance of the notice requirement contained herein. In addition to the other methods of collection, the Township shall have the right to place such assessments on the Township tax rolls of the Property and the Lots constituting the Subdivision and collect the same in the same manner as any property tax or assessment. The foregoing shall not be the exclusive right or remedy of the Township and the right and remedies provided to the Township by statute, ordinance, agreement or this Second Amended and Restated Declaration shall be preserved.

ARTICLE V **COVENANTS FOR MAINTENANCE AND CAPITAL CHARGES**

Section 5.01 Creation of the Lien and Personal Obligation for Assessments. Each Owner of a Lot, by accepting title to such Lot or, by entering into a land contract for the purchase of such Lot, shall be deemed to covenant and agree to pay to the Association, when due, the assessments described below, regardless of whether or not such covenant shall be expressed in such Owner's instrument of conveyance or land contract:

(a) annual assessments to meet regular Association expenses, which shall include such assessments required to maintain any easement referenced in Section 6.28 of this Second Amended and Restated Declaration; and

(b) special assessments for capital improvements, to be established and collected as set forth below; and

(c) special assessments against Lots and Owners for the maintenance of Owners' Lots, to be established and collected as set forth in Section 5.05(b) below; and

(d) all other assessments for taxes, levies, assessments or other charges lawfully imposed or charged to the Association with respect to the Common Areas.

The foregoing assessments, together with such interest thereon, late fees, fines, and costs of collection thereof (including court costs and reasonable attorneys' fees) which are described below, shall be a lien on the Lot against which they are made and all improvements thereon. Each such assessment, together with interest thereon, and the costs of collection thereof, in addition to constituting a lien on such Lot and improvements, shall also constitute a joint and several personal obligation of the person or persons who was/were the Owner(s) of the Lot on the date the assessment was established and all subsequent Owners, until paid, except as provided in Section 5.08 below.

Section 5.02 Purpose of Annual Assessments. The annual assessments levied under this Article V shall be used by the Association for the purpose of (i) promoting the recreation, health, welfare and safety of the residents of the Subdivision; (ii) preserving, improving, landscaping and maintaining the Common Areas; (iii) maintaining the Parks; (iv) providing services and facilities for the benefit of residents of the Subdivision; (v) maintaining, beautifying and improving the streets, parkways, rights-of-way, entranceways, sidewalks located in Common Areas, walkways, bicycle paths, and other common improvements within the Subdivision; (vi) enforcing the Subdivision Documents; and (vii) discharging any taxes, insurance premiums and mortgage installments relating to the Parks and other Common Areas.

Section 5.03 Annual Assessments. For each fiscal year of the Association, annual assessments shall be levied and paid in the following manner:

(a) The Board of Directors of the Association shall levy against each Lot an assessment, based upon the projected costs, expenses and obligations of the Association for the ensuing fiscal year, which assessment shall be a specified amount per Lot. In the event the actual costs, expenses and obligations of the Association exceed the amount projected, the Board of Directors of the Association shall have the right to levy against each Lot such additional assessments as may be necessary to defray such costs, expenses and obligations.

(b) Within sixty (60) days following the beginning of each fiscal year of the Association, the Board of Directors shall send a written notice of assessment to each Owner stating the amount of the assessment established by the Board of Directors for the ensuing year. Any annual assessment may not be increased by an amount in excess of twenty-five (25%) percent of the annual assessment for the preceding year without the affirmative vote of sixty-six and two-thirds percent (66-2/3%) of the Members in good standing in accordance with Section 3.03, cast in person or by proxy at a meeting of Association Members called for such purpose. The quorum requirements for such meeting shall be the same as those specified in Section 5.04 below. Each Owner shall pay said assessment within thirty (30) days from the date said written statement is mailed. Assessments not paid within said thirty (30) day period shall be deemed delinquent and interest shall accrue on delinquent assessments at the interest rate established by resolution of the Association's Board of Directors, which interest rate shall not exceed the highest rate allowed by law.

(c) The fiscal year of the Association shall be established in the manner set forth in the Association's By-Laws.

(d) The Association's Board of Directors, in its discretion, may establish an installment program for the payment of any regular, special or deficit assessment and may charge interest in connection therewith.

Section 5.04 Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 5.03 above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any improvements on the Common Areas, including any fixtures, equipment and other personal property relating thereto; provided, however, that no such special assessment shall be levied unless first approved by sixty-six and two-thirds percent (66-2/3%) of the Members in good standing in accordance with Section 3.03, cast in person or by proxy at a meeting of the Association Members duly called for such purpose. Written notice of such meeting shall be sent to all Members at least thirty (30) days in advance of the meeting, which notice shall set forth the purpose of the meeting. Any such special assessments shall be due and payable according to the terms and conditions and in the manner specified in the resolution of the Association. Any special assessment not paid when due shall be deemed delinquent and interest shall accrue on such delinquent assessment at the interest rate established by resolution of the Association's Board of Directors, which interest rate shall not exceed the highest rate allowed by law.

The presence in person or by proxy of sixty-six and two-thirds percent (66-2/3%) of the Members in good standing shall constitute a quorum for any meeting called for the purpose of considering a special assessment.

Section 5.05 Uniform Assessment Rate; Assessments Against Specific Properties.

(a) Subject to Section 5.05(b) below, all annual, special and deficit assessments of the Association shall be fixed and established at the same rate for all Lots within the Subdivision.

(b) In addition to the assessments otherwise authorized in this Article V, the Association may levy a special assessment against one or more specific Lots, for the purpose of maintaining and caring for the surface thereof and any plantings, landscaping or other vegetation located thereon. A special assessment for such purposes shall not be levied except in compliance with the following procedures:

(i) The Association shall determine that the appearance or condition of a Lot, or a portion thereof, significantly detracts from the appearance and attractiveness of the remainder of the Property or otherwise constitutes a violation of the provisions of the Subdivision Documents.

(ii) Written notice of such determination which specifies the nature of the unsatisfactory condition or violation and the actions required to remedy the unsatisfactory condition or violation, shall be delivered to the Lot Owner of the offending Lot.

(iii) The Lot Owner shall have a period of not less than thirty (30) days from the date said Lot Owner receives the above referenced notice to commence the required

work to remedy the unsatisfactory condition or violation.

(iv) If the Lot Owner has not commenced the required work within said thirty (30) day period or, if having commenced such work, it is not completed within a reasonable time after commencement, the Association shall have the right to enter upon the Lot Owner's property (but not into any dwelling thereon), summarily remove and abate, at the Lot Owner's expense, any unsatisfactory condition or other structure, thing or condition existing or maintained contrary to the provisions of the Subdivision Documents, and to assess the cost of such removal and abatement against such Lot; provided, however, such cost shall not exceed the reasonable cost for performing such work. The Association shall have no liability to any Lot Owner arising out of the exercise of the Association's removal and abatement power authorized herein.

(v) Any assessment levied under this Section 5.05(b) shall be due and payable thirty (30) days from the date the Lot Owner receives a statement. Any such assessment not paid when due shall be deemed delinquent and interest shall accrue on such delinquent assessment at the interest rate established by the Association's Board of Directors, which interest rate shall not exceed the highest rate allowed by law.

Section 5.06 Certificate With Respect to Assessments. Upon the written request of any Owner, the Association shall furnish, within a reasonable time, a written certificate regarding the status of any assessments levied against such Owner's Lot(s). Any such certificate, when properly issued by the Association, shall be conclusive and binding with regard to the status of the assessment as between the Association and any bona fide purchaser of said Lot(s) described in the certificate and the lender who has taken a lien on said property as security for the repayment of a loan.

Section 5.07 Effect of Nonpayment of Assessment; Remedies of the Association. The payment of an assessment shall be in default if such assessment, or any part thereof, 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 each fiscal 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 the highest rate allowed by law until paid in full. In addition, all assessments, or installments thereof, which remain unpaid as of thirty (30) days after the due date (based on the postmark date) shall incur a uniform late charge of one and one half percent (1.5%) of the assessment not paid, but in no event less than \$25.00 per month for each month not paid, to compensate the Association for administrative costs incurred as a result of the delinquency. All returned check fees will be charged to the Owner in the amount of not less than \$35.00. The Association has the right to charge a separate late fee on the uncollectable check amount. The Board of Directors may revise the uniform late charges, and may levy additional late fees for special and additional assessments, without the necessity of amending this Second Amended and Restated Declaration. The Association may also accelerate any unpaid installments for the fiscal year remaining unpaid and those of any subsequent fiscal year into which the delinquency continues, which shall become immediately due and payable in full. The Association may bring an action at law against the Owners personally obligated to pay the same, may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the Lot on which the Assessments are unpaid, may foreclose the lien against the Lot on which the assessments are unpaid, or may pursue one or more of such remedies at the same time or successively. In addition to the rights of collection of assessments stated in this Section 5.07, any and all persons acquiring title to or an interest in a Lot as to which the assessment is delinquent, including without limitation persons acquiring title by operation of law and by judicial

sales, shall not be entitled to occupancy of such Lot or the enjoyment of the Common Areas until such time as all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid; provided, however, that the provisions of this sentence shall not be applicable to mortgagees. In addition to other remedies, the voting rights of any Owner as a member of the Association whose assessments or charges of any kind are past due shall be suspended, as will the Owner's rights to run for or serve as an officer or director of the Association. Payments on account 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 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 herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligation of the Association and other 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 5.07 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 are intended to be, and shall be, cumulative.

Section 5.08 Subordination of Liens to Mortgages. Except for claims evidenced by a lien recorded prior to the recordation of a first mortgage, the lien for assessments provided for in this Article V shall be subordinate to the lien of any mortgage or mortgages held by any bank, savings and loan association, insurance company, mortgage company or other similar institution existing of record at the time the lien for assessments shall be imposed. Sale or transfer of a Lot, or any portion thereof, shall not affect the assessment lien. However, the sale or transfer of any Lot in connection with a mortgage foreclosure proceeding, or any proceeding in lieu thereof, shall extinguish the lien of the assessments, interest and charges, which became due prior to such sale or transfer, but in no such event shall the prior Owner of said Lot be relieved of any liability for such obligations and debts. No sale or transfer pursuant to any foreclosure proceeding, or any proceeding in lieu thereof, shall relieve any Lot from any assessments thereafter levied or from the lien accruing from such assessments, and no subsequent sale or transfer shall release such Lot from liability for any assessment, interest or charges which thereafter become due or from any lien therefor.

Section 5.09 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 a Lot.

Section 5.10 Action by the Township. In the event the Association fails at any time to maintain the Common Areas in reasonable order and condition, the Township may serve written notice upon the Association, setting forth the manner in which the Association has failed to maintain the

Common Areas in reasonable order and condition, and such notice shall include a demand that deficiencies of maintenance be cured within thirty (30) days of the notice. The Association may, within fourteen (14) days from the date of the notice, request a hearing to appeal the Township's determination, before the board authorized by the Township Board to hear such appeals. In the event the Association requests such a hearing, a hearing shall be held within a reasonable time after receipt of the Association's request. At such hearing, the terms of the original notice may be affirmed, modified or reversed. If the deficiencies set forth in the original notice, or any modification thereof, are not cured within such thirty (30) day period or any extension thereof, the Township, in order to prevent the applicable areas from becoming a nuisance, may enter upon the Common Areas and perform the required maintenance to cure the deficiencies. The Township's cost to perform any such maintenance, including an administration fee of twenty five (25%) percent of the Township's costs, shall be assessed equally against each Lot and collected in the same manner as general property taxes.

VI

GENERAL RESTRICTIONS

Section 6.01 Land and Building Use Restrictions. All Lots shall be used for single family residential purposes (as defined by Township ordinances) only and no building, except an existing building or as specifically authorized elsewhere in this Second Amended and Restated Declaration, shall be erected, re-erected, placed or maintained or permitted to remain thereon, except one (1) single family private dwelling or model home and an attached private garage containing not less than three (3) nor more than four (4) parking spaces for the sole use of the Lot Owner or occupants of the dwelling. No other accessory building or structure may be erected in any manner or location without the prior written consent of the Association.

Section 6.02 Dwelling Quality and Size. It is the intention and purpose of this Second Amended and Restated Declaration to insure that all dwellings constructed on the Lots shall be of quality design, workmanship and materials approved by the Association. All dwellings shall be constructed in accordance with the applicable governmental building codes, ordinances and/or regulations and with such further standards as may be required by this Second Amended and Restated Declaration or by the Association, its successors and/or assigns. The minimum square footage of floor area of a dwelling, exclusive of attached garages, steps, opened and/or closed porches, breezeways and similar facilities, shall be: (i) for one-story dwellings, not less than two thousand four hundred (2,400) square feet; (ii) for two-story dwellings (including, but not limited to, bi-levels and tri-levels), not less than three thousand two hundred (3,200) square feet.

Section 6.03 Building and Garage Location. Except as provided in Section 6.04, all buildings and structures shall be located on each Lot within the building envelope for such Lot identified in the Plat(s). All buildings and structures shall otherwise be located in accordance with the Township's requirements set forth in its zoning ordinance, as the same may be amended from time to time. All dwellings shall utilize side entry garages. Where side entry garages on adjacent Lots face each other, a fifty-six (56) foot side setback must be provided between the two structures. In no event shall the Association or any Owner have the right to seek from the Township's Board of Zoning Appeals a variance from the foregoing requirements pertaining to the location of building envelopes and/or the side setback for side entry garages.

Section 6.04 Lot Size. The minimum size for each Lot shall be the Lot size established for said

Lot in the Plat. In the event more than one (1) Lot, or portions thereof, are developed as a single unit (and except as to the obligation of each Lot Owner for any assessments made against each separate Lot), all restrictions set forth in this Second Amended and Restated Declaration shall apply to such resulting unit in the same manner as to any single Lot.

Section 6.05 Driveways. Access driveways, aprons and other paved areas for vehicular use on a Lot shall have a base of compacted sand, gravel, crushed stone or other approved base material and shall have a wearing surface of concrete, except with the prior written approval of the Architectural Control Committee. Plans for driveways, pavement edging or markers must be approved by the Association in writing prior to commencing any construction in accordance with such plans.

Section 6.06 Natural Drainage Ways. Where there exists on any Lot(s) a condition of accumulation of storm water remaining over an extended period of time, the Lot Owner may, with the written approval of the Association and the Township, take such steps as shall be necessary to remedy such condition, subject to the provisions of Section 6.28 below and provided that no obstructions or diversions of existing storm drain swales and channels, over and through which storm water naturally flows upon or across any Lot, shall be made by a Lot Owner in such manner as to cause damage to other property.

Section 6.07 Building Materials. Exterior building materials shall be stone, brick, wood, wood shake shingles, vinyl siding (but only to the extent such vinyl siding is already fixed in place on the exterior of a building as of the effective date of this Declaration), or any other material blending with the architecture and natural landscape which is approved by the Association, provided that the front, rear and side elevations shall be at least fifty (50%) percent stone or brick. Change or replacement of roofing materials shall require the prior written approval of the Board of Directors. Windows and doors shall not be included in calculating the total area of visible exterior walls.

Section 6.08 Home Occupations, Nuisances and Livestock. No Owner shall carry on any business enterprise or commercial activity within the Subdivision or upon their Lot, specifically including for profit day care, adult foster care, nursing facilities, transitional housing and similar enterprises, except that Owners shall be allowed to have home offices in their dwellings, provided 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 Subdivision, (ii) do not utilize or involve the presence of any employees upon their Lots other than the Owners or occupants, (iii) do not unreasonably disturb other Owners, (iv) do not involve additional expense to the Association, (v) do not violate any other provision or restriction contained in this Second Amended and Restated Declaration, (vi) do not involve the storage of bulk goods for resale, and (vii) do not constitute a violation of any municipal ordinances or regulations. No noxious, improper, unlawful or offensive activity shall be carried on in or upon on any Lot or premises or the Common Areas nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, other than normal construction activity. No chickens or other fowl or livestock shall be kept or harbored on any Lot. No animals or birds shall be maintained on any Lot, except customary house pets for domestic purposes only. No savage or dangerous animal may be kept on the Property. All animal life maintained on any Lot shall have such provisions and care so as not to become offensive to neighbors or to the community on account of noise, odor, unsightliness or unsanitary conditions and no household pets shall be bred, kept or maintained for any commercial purposes whatsoever. No animal shall be permitted to run loose at any time while outside a Lot. No burning of refuse shall be permitted outside the dwelling, except that the burning of leaves shall be permitted if allowed by ordinance of the Township. No Lot shall be

used or maintained as a dumping ground for rubbish or trash, whether occupied or not.

Section 6.09 Plant Diseases or Noxious Insects. No plants, seeds or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Lot.

Section 6.10 Temporary Buildings, Damaged Dwellings and Reconstruction. No trailer, mobile home, van, tent, shack, garage, barn, out-building or other structure of a temporary character shall be brought or stored upon a Lot, either temporarily or permanently, or used at any time as a temporary or permanent residence, nor shall any basement be used for such purposes. All permanent dwellings shall be completed within two (2) years from the commencement of construction. No old or used buildings of any kind whatsoever shall be moved or reconstructed on any Lot. Any building damaged or destroyed by any cause, for which repair or reconstruction has not commenced within six (6) months from the date of damage or destruction, shall be removed so that there are no ruins or debris remaining within six (6) months from the date of damage or destruction. Any building which is not completed within two (2) years from commencement of construction or any damage or destruction not promptly remedied shall be deemed a nuisance and may be abated as provided by law. Any and all property within any public or private road or right-of-way which is disturbed by reason of any work performed by a Lot Owner, or said Lot Owner's agents, servants, employees or independent contractors, in erecting any building or structure on said Lot Owner's Lot shall be restored by said Lot Owner, at his sole expense, to its condition immediately prior to the commencement of such work. Said restoration shall be performed immediately following the completion of said work or, if such work is not completed, within a reasonable time following the date the work stopped.

Section 6.11 Soil Removal. Soil removal from Lots shall not be permitted, except as required for building construction and as permitted by the Association. In addition, all construction shall be subject to the requirements of the Michigan Soil Erosion and Sedimentation Control Act, as amended, and all other applicable statutes, ordinances, rules and regulations of all governmental agencies having jurisdiction over such activities.

Section 6.12 Underground Wiring. No permanent lines or wires for communication or other transmission of electrical or power (except transmission lines located on existing or proposed easements) shall be constructed, placed or permitted to be placed anywhere above ground on a Lot other than within buildings or structures.

Section 6.13 Maintenance of Side Strips and Sidewalks within a Lot. Lot Owners shall be responsible for the maintenance of public rights-of-way located between their lot lines and edges of street pavements on which said Lots abut. The Lot Owner of each Lot shall keep any sidewalk surfaces within such Lot free of ice and snow. Each Lot Owner shall be responsible for the maintenance and repair of all sidewalks located within such Lot Owner's Lot. Such maintenance obligations shall include the removal of snow and debris from all sidewalks within the Lot and the performance of any repairs necessary to maintain such sidewalks within the Lot in a clean and safe condition.

Section 6.14 Tree Removal. The removal of trees located within a Lot shall not be permitted unless such tree removal is in compliance with the Township's Tree and Woodland Protection Ordinance and all other applicable municipal ordinances, and approved by the Association. Prior to the commencement of construction, each Lot Owner shall submit to the Association for its approval, a plan for the preservation of trees in connection with the construction process, which plan shall comply with

Section 2.17 of the Open Space Community Development Agreement. It shall be the responsibility of each Lot Owner to maintain and preserve all large trees on his Lot, which responsibility includes welling trees, if necessary. In the event of any cutting of trees in violation of this section, the Owner may, in addition to any other remedy permitted herein or under statutory or common law, be required to replace improperly removed trees with healthy native trees having an aggregate diameter at ground level equal to the aggregate diameter at ground level of all trees that were improperly cut or removed, in specified locations, all as acceptable to the Association.

Section 6.15 Performance of Construction. No building shall be erected on any Lot except by a contractor licensed by the State of Michigan for such purpose.

Section 6.16 Vehicular Parking and Storage. No trailer, mobile home, bus, boat trailer, boat, camping vehicle, aircraft, motorcycle, recreational vehicle, off-road vehicle, jet ski, snowmobile, snowmobile trailer, commercial vehicle or inoperative vehicle of any description shall at any time be parked, stored or maintained on any Lot for a period longer than four (4) calendar days, unless stored fully enclosed within an attached garage or similar structure; provided, however, that builders' sales and construction trailers, trucks and equipment may be parked and used on any Lot during construction operations. Nonoperational vehicles or vehicles with expired license plates shall not be parked within the Subdivision other than inside an Owner's garage. No commercial vehicle lawfully upon any Lot for business shall remain on such Lot except in the ordinary course of business and in conformity with all applicable laws and/or ordinances.

Section 6.17 Garbage and Refuse. Trash, garbage or other waste shall be kept only in closed, sanitary containers and shall be kept in an inconspicuous area of a Lot, not visible from the street, except as necessary to allow for trash collection, and shall be promptly disposed of so that it will not be objectionable to neighboring property owners. No outside storage for refuse or garbage shall be maintained or used unless the same shall be properly concealed. The burning or incineration of rubbish, trash, construction materials or other waste outside of any residential dwelling is strictly prohibited.

Section 6.18 Fences and Obstructions. No fences, walls or similar structures shall be erected on any Lot without the prior written approval of the Association, except as the Board may otherwise permit in compliance with applicable law, provided, however, that fences enclosing swimming pools approved by the Association under Section 6.21 shall be permitted if approved by the Association. In the event that the Board approves any fence, wall or similar structure on a Lot under this Section 6.18 other than enclosing a swimming pool, such approval shall expire upon the sale, transfer or lease of the affected Lot, provided, that nothing in this Section 6.18 shall prohibit the new owner or lessee of such Lot from applying for Board approval of a fence, wall or similar structure hereunder. In no event shall chain link fences be permitted on any Lot.

Section 6.19 Landscaping and Grass Cutting. Upon completion of a residential dwelling on any Lot, the Lot Owner thereof shall cause such Lot to be finish graded, seeded or sodded and suitably landscaped as soon after such completion as weather permits, and in any event within six (6) months from the date of completion. Each Lot Owner shall prevent the development of any unclean, unsightly or unkept conditions of buildings, lawn or grounds on the Lot which might negatively affect the beauty or attractiveness of the neighborhood as a whole or the specific area. Such obligation shall apply whether or not the owner has constructed a Dwelling on the Lot. All Lots shall be kept trimmed and free of debris. When weeds or grass located on any portion of a Lot exceed six (6) inches in height, the Lot Owner shall mow or cut said weeds and grass over the entire Lot except in wooded areas, and Wetlands.

If said Lot Owner fails to mow or cut weeds or grass within ten (10) days after being notified in writing, the Association may perform such work and the cost thereof shall become a lien upon the Lot(s) involved until paid.

Section 6.20 Motorized Vehicles. No trail bikes, motorcycles, snowmobiles or other motorized recreational vehicles shall be operated on any Lot or in any Common Areas.

Section 6.21 Swimming Pools, Tennis Courts and Other Structures. No swimming pools, tennis courts, outdoor whirlpools, hot tubs, or other recreational structures shall be constructed on any Lot unless approved by the Architectural Control Committee referred in Article VII below. No above-ground swimming pool shall be permitted. The construction of any swimming pool or other recreational structure which has been approved in writing by the Architectural Control Committee shall be constructed in accordance with this Second Amended and Restated Declaration and with all applicable local ordinances and/or state laws.

Recreational structures, including swimming pools, tennis courts, whirlpools, hot tubs and the like, if permitted in writing by the Architectural Control Committee, shall be screened from any street lying entirely within the Subdivision, by wall, solid fence, evergreen hedge or other visual barrier as approved in writing by the Architectural Control Committee and in compliance with all laws and governmental regulations and ordinances pertaining thereto.

Section 6.22 Lawn Fertilization. Any fertilizer used on any Lot shall be phosphate free and no chemical fertilizers shall be used on any Lot. The Township may require Township approval prior to the use of any fertilizer on any Lot.

Section 6.23 Signs; Illumination. No signs of any kind shall be placed upon any Lot or on any building or structure located on a Lot, or any portion thereof, unless the plans and specifications showing the design, size, materials, message and proposed location(s) have been submitted to, and approved in writing by, the Association, with the exception of: (i) non-illuminated signs which are not more than four (4) square feet in area pertaining only to the sale of the premises upon which it is maintained; and (ii) non-illuminated signs which are not more than four (4) square feet in area pertaining only to a garage sale conducted on the premises, which garage sale and sign placement shall not exceed three (3) days. Signs must be maintained in good condition at all times and removed upon expiration of the need for such sign. No flyers, notices or signs of any kind shall be placed on street signs, light posts, telephone poles or similar structures.

No exterior illumination of any kind shall be placed or allowed on any portion of a Lot other than on a residential dwelling, unless first approved by the Association. The Association shall approve such illumination only if the type, intensity and style thereof are compatible with the style and character of the development of the Lot.

Section 6.24 Objectionable Sights. Exterior fuel tanks, above ground, shall not be permitted. The stockpiling and storage of building and landscape materials and/or equipment shall not be permitted on any Lot, except such materials and/or equipment as may be used within a reasonable length of time. In no event shall the storage of landscape materials extend for a period of more than thirty (30) days. No laundry drying equipment shall be erected or used outdoors and no laundry shall be hung for drying outside of the dwelling. No television or radio antennae or satellite dishes shall be constructed or erected upon the exterior of any dwelling on any Lot, without compliance with

applicable Federal Communications Commission rules and the prior written approval of the Association. No solar panels shall be constructed or erected upon the exterior of any dwelling or on any Lot, except with the prior written approval of the Architectural Control Committee.

Section 6.25 Maintenance. The Lot Owner of each Lot and the occupants of any portion of the Property shall keep all buildings and grounds in a safe, clean and good condition and repair. Each Lot Owner shall maintain all driveway and exterior dwelling surfaces, including without limitation roofs, fascias, shutters and soffits, and other improvements located on the Lot in a neat, orderly and attractive manner.

Section 6.26 Paint and Exterior Finishes and Materials. At least thirty (30) days prior to the commencement of any work, the Lot Owner of each Lot shall submit to the Board of Directors for its prior written approval the color of any paint, stain or other exterior finish or material proposed to be used on such Lot Owner's dwelling, including, without limitation, on any exterior surface of the dwelling, the roof, the front door, or any deck, provided, however, that no such approval shall be required if the color of such paint, stain or other exterior finish or material is the same as the existing color of the applicable exterior surface of such Lot Owner's dwelling. No exterior brick may be painted without the prior written approval of the Association. In connection with applying for such approval, the Lot Owner shall submit such samples of the proposed paint, stain, finish or material as the Association may request.

Section 6.27 Wetlands. No Wetlands shall be modified in any manner by any person or entity other than the Association or its authorized representatives unless a permit for such modification has been issued by the Township, if required by the Township's ordinances, and any other governmental unit or agency having jurisdiction over the Wetlands within the Property.

Section 6.28 Easements. Easements for the construction, installation, maintenance and replacement of public utilities, Storm Water Drainage Facilities located on the Property, sanitary sewer, storm sewer, water supply facilities, sidewalks, bicycle paths and ingress and egress are indicated on the Plat. No structure, landscaping or other materials shall be placed or permitted to remain within any of the foregoing easements which may damage or interfere with the installation or maintenance of the aforesaid utilities or which may change, obstruct or retard the flow or direction of water in, on or through any drainage channels, if any, in such easements, nor shall any change be made by any Owner in the finished grade of any Lot once established by the builder of any residential dwelling thereon, without the prior written consent of the Association. The Association and its successors and assigns shall have access over each Lot for the maintenance of all improvements in, on, over and/or under any easement which burdens such Lot, without charge or liability for damages. Except as may otherwise be provided in this Second Amended and Restated Declaration, the Storm Drainage System Maintenance Agreement or in any maintenance agreement made between Developer or the Association and any municipal or governmental authority, each Owner shall maintain the service area of all easements within his Lot, keep grass and weeds cut, keep the area free of trash and debris and take such actions as may be necessary to eliminate or minimize surface erosion. Each Owner shall be liable for any damage to any improvements which are located in, on, over and/or under the subject easement, including, but not limited to, damage to electric, gas, telephone and other utility and communication distribution lines and facilities, which damage arises as a consequence of any act or omission of the Owner, his agents, contractors, invitees and/or licensees.

Section 6.29 Reciprocal Negative Easements. Unless otherwise expressly provided for in this

Second Amended and Restated Declaration, no mutual or reciprocal negative easements shall be deemed to arise or be created hereunder with respect to any land situated outside the boundaries of the Property.

Section 6.30 Rental Restrictions. After the date of recording of this Second Amended and Restated Declaration, an Owner may lease any Lot for the purposes specified in Section 6.01 above, subject to the following additional requirements:

A. In order to rent or lease a Lot after the date of recording of this Second Amended and Restated Declaration, an Owner must have occupied the Lot as a primary residence for at least two (2) years from the date of purchase, and the number of Lots in the Subdivision not occupied by an Owner, or their children, as a primary residence or second home shall be less than ten percent (10%) of the total Lots, with approval being granted for individual leases on a first applied, first approved basis; provided, that the foregoing restriction shall not affect the rights of any lessors or lessees under a written lease executed (including any renewal or amendment) before the date of recording of this Second Amended and Restated Declaration, and provided further, that the foregoing restriction shall not apply to any Lot already leased or occupied by a Non-Owner occupant or occupants as of such date until such time as a sale or other transfer of such Lot has been consummated, it being understood that the number of any such already leased or occupied Lot(s) shall nonetheless be included in the total number of Lots deemed to be leased or occupied by Non-Owner occupants for purposes of, and subject to the restriction on number set forth in, this Section 6.30; and provided further, that the foregoing restrictions shall not apply to a lender in possession of such Lot following a default in a first mortgage, a foreclosure proceeding or by any deed or other arrangement in lieu of foreclosure.

B. An Owner desiring to rent or lease a Lot for residential purposes shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form or otherwise agreeing to grant possession of a Lot to potential lessees or occupants, and at the same time, shall supply the Association with a copy of the exact lease for its review for its compliance with the Subdivision Documents. The Owner shall also provide the Association with a copy of the executed lease and the make, model and license plate number of any vehicle(s) registered to the proposed lessees or occupants. If no lease form is to be used, then the Owner shall also provide the Association with the name and address of the lessees or occupants, along with the rental amount and due dates of any rental or compensation payable to an Owner, the due dates of that rental and compensation, the term of the proposed arrangement, and the make, model and license plate number of any vehicle(s) registered to the proposed lessees or occupants. No rooms in a dwelling may be rented and no tenant shall be permitted to occupy a Lot except under a lease, the term of which with regard to a Lot purchased after the date of recording of this Second Amended and Restated Declaration is at least two (2) years, unless specifically approved in writing by the Association. An Owner desiring to rent or lease shall not lease less than an entire Lot in the Subdivision. All leases and rental agreements shall be in writing and shall incorporate the Subdivision Documents by reference. Tenants or Non-Owner occupants shall comply with all of the conditions of the Subdivision Documents and any applicable ordinance of the Township.

C. If the Association determines that any tenant or Non-Owner occupant has failed to comply with the conditions of the Subdivision Documents, the Association shall take the following action:

A. The Association shall notify the Owner by certified mail advising of the alleged violation by tenant.

B. The Owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

C. If after fifteen (15) days, the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Owners on behalf of the Association an action for both eviction against the tenant or Non-Owner occupant and simultaneously for money damages in the same action against the Owner and tenant or Non-Owner occupant for breach of the conditions of the Subdivision Documents. The relief set forth in this Section 6.30 may be by summary proceeding. The Association may hold both the tenant and the Owner liable for any damages incurred by the Association caused by the Owner or tenant. The Owner shall be responsible for reimbursing the Association for all costs incurred in obtaining judicial enforcement of its rights, including actual attorney's fees.

When an Owner is in arrears to the Association in the payment of assessments or any other charges, the Association may also give written notice of the arrearage to a tenant occupying an Owner's Lot under a lease or rental agreement, and the tenant, after receiving the notice shall deduct from rental payments due to the Owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent, otherwise due the Owner, to the Association, then the Association may issue a statutory Notice to Quit for non-payment of rent and enforce that notice by summary proceedings.

6.31 Cost of Enforcing Documents. In accordance with Section 8.03, any and all costs, damages, fines, expenses and actual attorneys' fees incurred or levied by the Association in enforcing any of the restrictions set forth in this Second Amended and Restated Declaration or in rules and regulations promulgated by the Association and any expenses incurred as a result of the conduct of less than all those entitled to occupy the Subdivision, 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 V hereof. The foregoing provision 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 VII

ARCHITECTURAL CONTROLS FOR LOTS

The provisions contained in this Article VII shall apply exclusively to the Lots located in the Subdivision.

Section 7.01 Architectural Controls. It is understood and agreed that the purpose of architectural controls is to promote an attractive, harmonious residential development having continuing appeal. Accordingly, unless and until the construction plans and specification are submitted to, and approved in writing by, the Architectural Control Committee in accordance with the provisions of Section 7.02 below, (i) no building, fence, wall or other structure shall be commenced, erected or maintained on any Lot, and (ii) no addition, change or alteration on any Lot shall be made (including, without limitation, installation of playscapes or other playgrounds, trampolines, fire pits, basketball hoops, vegetable gardens, entry or exit ramps, and ornamental statues), except for interior alterations to a dwelling.

Section 7.02 Submission of Plans. All plans, specifications and other related materials with respect to a Lot shall be submitted to the Architectural Control Committee, or with any agent specified by the Architectural Control Committee, for approval or disapproval. Said construction plans and specifications shall show the nature, kind, shape, height, materials (including samples of exterior building materials upon request), approximate cost of such building or other structure, proposed drainage of surface water, location and grade of all buildings, structures and improvements, as well as utilities and parking areas for the subject Lot. The Architectural Control Committee shall have sole authority to review, approve or disapprove the plans or specifications and/or any part thereof. The Architectural Control Committee shall have the right to refuse to approve any plans or specifications or grading plans, or portions thereof, which are not suitable or desirable in the sole discretion of the Architectural Control Committee, for aesthetic or other reasons. In considering such plans and specifications, the Architectural Control Committee shall have the right to take into consideration compatibility of the proposed building or other structures with the surroundings and the effect of the building or other structure on the view from adjacent or neighboring properties. It is desired that the natural landscape and trees be left in their natural state as much as possible or practical.

A report in writing setting forth the decision of the Architectural Control Committee, and the reasons therefor, shall be furnished to the applicant by the Architectural Control Committee within thirty (30) days from the date of filing of complete plans, specifications and other materials by the applicant. The Architectural Control Committee will aid and cooperate with prospective builders and Lot Owners and make suggestions based upon its review of preliminary sketches. Prospective builders and Lot Owners are encouraged to submit preliminary sketches for informal comment prior to the submission of architectural drawings and specifications. Failure of the Architectural Control Committee to give written notice of its disapproval of any final architectural plans and/or specifications submitted pursuant to the requirements of this Article VII within thirty (30) days from the date submitted shall constitute disapproval thereof.

Neither the Association, the Architectural Control Committee, nor any person(s) or entity(ies) to which it or they delegate any of its or their rights, duties or obligations hereunder, shall incur any liability whatsoever for approving or failing or refusing to approve all or any part of any submitted plans and/or specifications. The Association hereby reserves the right to enter into agreements with the grantee (or vendee) of any Lot(s) (without the consent of grantees or venders of other Lots, or adjoining or adjacent property) to deviate from any or all of the restrictions set forth in this Second Amended and Restated Declaration, provided that said grantee or vendee demonstrates that the application of the particular restriction(s) in question would create practical difficulties or hardships for said grantee or vendee. Any such deviation shall be evidenced by a written agreement and no such deviation or agreement shall constitute a waiver of any such restriction as to any other Lot or Owner.

Section 7.03 Architectural Control Committee. All Members of the Architectural Control Committee shall be Owners. The Architectural Control Committee shall consist of no less than three (3) Owners and no more than five (5) Owners, to be appointed by the Board of Directors of the Association. If for any reason such Architectural Control Committee is not established or ceases to function, the Board of Directors shall function as the Architectural Control Committee.

ARTICLE VIII **ENFORCEMENT**

Section 8.01 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 8.02 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 V), 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 8.03 Costs Recoverable from Owner. Failure of an Owner or their permittees to comply with the Subdivision Documents shall entitle the Association to recover from such Owner or their permittee the pre-litigation costs and actual attorneys' fees incurred in obtaining their compliance with the Subdivision Documents. The Association shall have the right to assess such costs and fees against the defending Owner under Article V. In addition, in any proceeding arising because of an alleged default by any Owner, or 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 (whether or not 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 claim or obtaining compliance or relief, but in no event shall any Owner be entitled to recover such attorney's fees or costs against the Association.

Section 8.04 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 dwelling thereon) 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 the right to assess the cost of such removal and abatement against such Lot; provided, however, such cost shall not exceed the reasonable cost for performing such work. 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 8.05 Assessment of Fines. All fines duly assessed under this Article may be collected in the same manner as provided in Article V of this Second Amended and Restated Declaration.

Section 8.06 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 8.07 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. The covenants, reservations, easements and restrictions contained herein shall be binding upon the heirs, devisees, legatees, executors, administrators, assigns and successors of the respective parties hereto, and upon all purchasers and future Owners of Lots comprising any part of the

Subdivision, and shall inure to the benefit of the Owners, the Ravines of Northville Homeowners Association, Wayne County of Oakland, and the Wayne County Drain Commissioner.

Section 8.08 Fines. 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 as a result of their personal actions or the actions of their permittees.

A. Upon any such violation being alleged by the Board, the following procedures will be followed:

(1) 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, or personally delivered to the Owner or their representative at the address on file with the Association.

(2) The offending Owner shall be provided a hearing before the Board at which the Owner may offer evidence in defense of the alleged violation. The hearing before the Board shall be at its next scheduled meeting, but in no event shall the Owner be required to appear less than seven (7) days from the date of the notice.

(3) Failure to appear at the scheduled hearing constitutes a default.

(4) Upon appearance by the Owner before the Board and presentation of evidence of defense or, in the event of the Owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

B. 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

SECOND VIOLATION \$50.00 Fine

THIRD VIOLATION \$100.00 Fine

FOURTH VIOLATION \$150.00 Fine

AND ALL SUBSEQUENT VIOLATIONS \$250.00 Per Occurrence

The Board of Directors, without the necessity of an amendment to this Second Amended and Restated Declaration, may make such changes in the fine schedule or adopt alternative fines, including the indexing of such fines to the rate of inflation, 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 is otherwise residing within the 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 period of time set forth by the Board in its notice of fine (based on what the Board reasonably considers to be a sufficient time to cure the violation) during which a violation continues; however, no further hearings other than the

first hearing shall be required for successive violations once 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.

ARTICLE IX **GENERAL PROVISIONS**

Section 9.01 Amendment. The covenants, conditions, restrictions and agreements of this Second Amended and Restated Declaration, may be amended by a written instrument signed by the Owners of sixty-six and two-thirds percent (66-2/3%) of the total Lots within the Subdivision. Notwithstanding the foregoing, any and all such amendments shall be subject to the approval of the Township if such approval is required.

Section 9.02 Term. The covenants, conditions, restrictions and agreements of this Second Amended and Restated Declaration shall continue in full force and effect and shall run with and bind the land for a period of twenty (20) years from the date this Second Amended and Restated Declaration is recorded and shall thereafter automatically be extended for successive periods of ten (10) years each, unless terminated by written instrument executed by the Owners of not less than sixty-six and two-thirds percent (66-2/3%) of the total Lots in the Subdivision.

Section 9.03 Insurance Proceeds. All proceeds of any insurance maintained with respect to any assets of the Association, and the Common Areas, and all proceeds of any condemnation proceedings or sales in lieu of condemnation relating to the assets of the Association or the Common Areas shall be paid to the Association and shall be the property of the Association and not of its Members or any other persons or entities.

Section 9.04 Severability. The invalidation of any one or more of the covenants, conditions, restrictions and agreements of this Second Amended and Restated Declaration by judgment or court order, shall in no way affect the validity of any of the other provisions of this Second Amended and Restated Declaration, and the same shall remain in full force and effect.

Section 9.05 Notices. Each Owner shall file the correct mailing address of such Owner with the Association and shall promptly notify the Association in writing of any subsequent change of address. The Association shall maintain a file of such addresses. A written or printed notice, deposited in the United States Mail, postage prepaid and addressed to any Owner at his last known address shall be sufficient and proper notice to such Owner, wherever notices are required in this Second Amended and Restated Declaration.

Section 9.06 Number and Gender. As used in this Second Amended and Restated Declaration, any gender shall include any other gender, the plural shall include the singular and the singular shall include the plural, whenever appropriate.

Section 9.07 Execution of Additional Documents. Each of the Owners, at no expense to itself, hereby agrees, at the request of the Association, to perform such further acts and execute all such further documents as may be required or desirable in the sole discretion of the Association, to carry out the purposes of this Second Amended and Restated Declaration.

Section 9.08 Effective Date. This Second Amended and Restated Declaration shall become effective upon its recordation with the Wayne County Register of Deeds.

[Signatures on Following Page]

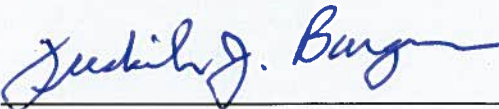
IN WITNESS WHEREOF, the undersigned has hereunto set its hand this 10th day of August, 2017.

WITNESSES:

THE RAVINES OF NORTHVILLE
HOMEOWNERS ASSOCIATION,
a Michigan nonprofit corporation

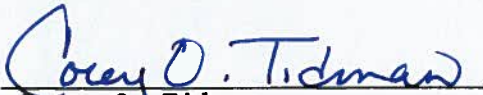


David B. Guenther

By: 

Printed Name: Frederick J. Burger

Its: President


Corey O. Tidman

STATE OF MICHIGAN)
)
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me this 10th day of August, 2017, by Frederick J. Burger, President of The Ravines of Northville Homeowners Association, a Michigan nonprofit corporation, on behalf of the corporation.



Nancy A. Pear, Notary Public
Washtenaw County, Michigan
Acting in Washtenaw County, Michigan
My Commission Expires: 6/30/2023

DRAFTED BY AND WHEN RECORDED
RETURN TO:

David B. Guenther
Conlin, McKenney & Philbrick, P.C.
350 S. Main Street, Suite 400
Ann Arbor, MI 48104
(734) 761-9000

Recording Fee: \$93.00

NANCYA. PEAR
Notary Public, Washtenaw County, MI
Acting in the County of Washtenaw
My Commission Expires 6/30/2023

Exhibit A

Legal Description

“RAVINES OF NORTHVILLE SUBDIVISION” a part of the Southeast and Northeast 1/4 of Section 10, Town 1 South, Range 8 East, Northville Township, Wayne County, Michigan, More particularly described as: Beginning at the South 1/4 corner of said Section 10; thence North 00 degrees 36 minutes 26 seconds West, 2,514.02 feet along the North-South 1/4 line of said Section 10 to the center of said Section; thence continuing along said North-South 1/4 line North 00 degrees 45 minutes 38 seconds West, 910.16 feet; thence North 89 degrees 14 minutes 13 seconds East, 624.57 feet; thence South 00 degrees 46 minutes 46 seconds West, 896.67 feet to a point on the East-West 1/4 line of Section 10; thence South 00 degrees 50 minutes 47 seconds West, 461.69 feet; thence South 46 degrees 11 minutes 17 seconds East, 1,220.84 feet; thence North 89 degrees 36 minutes 14 seconds East, 199.84 feet; thence South 00 degrees 25 minutes 25 seconds East, 1,172.97 feet to a point on the South line of Section 10; thence South 88 degrees 01 minute 05 seconds West, 1,657.25 feet along said line to the point of beginning. Comprising of 111 Lots Numbered 1 through 111, inclusive, and four Private Parks.

Tax ID #s: 77-037-02-0001-000 through 77-037-02-0111-000 (Lots 1-111)