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202434392 7/12/2002
Bernard J. Youngblood
Wayne Co. Register of Deeds

**SUPPLEMENTAL DECLARATION OF MASTER COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
NORTHVILLE HILLS GOLF CLUB**

This Supplemental Declaration of Master Covenants, Conditions and Restrictions for Northville Hills Golf Club ("Supplemental Declaration") is made this 10th day of June, 2002 by TOLL NORTHVILLE LIMITED PARTNERSHIP, a Michigan limited partnership whose address is 30500 Northwestern Highway, Suite 400, Farmington Hills, Michigan 48334 (hereinafter sometimes referred to as "Declarant").

RECITALS:

A. On November 6, 2000, Declarant caused a certain Declaration of Master Covenants, Conditions and Restrictions for Northville Hills Golf Club dated October 26, 2000 (the "Original Declaration") to be recorded at Liber 32580, Pages 1 through 99, both inclusive, Wayne County Records, to establish easements, impose restrictions and to otherwise provide for the administration of the common affairs of certain platted subdivisions established and to be established on three parcels of land totaling 605.54 acres, more or less, located in Northville Township, Wayne County, Michigan (said parcels being referred to in the Original Declaration and herein as the "Property"). The Property was legally described in Exhibit "D" to the Original Declaration; said legal description being attached as Exhibit "A" to this Supplemental Declaration.

B. The exhibits recorded with the Original Declaration specifically identified three platted subdivisions as having been established within portions of the Property; specifically Northville Hills Golf Club Sub. No. 1 as recorded in Liber 115 of Plats, Pages 73 through 91, both inclusive, Wayne County Records, Northville Hills Golf Club Sub. No. 2 as recorded in Liber 116 of Plats, Pages 27 through 44, both inclusive, Wayne County Records; and East Northville Hills Golf Club Subdivision No. 1 as recorded in Liber 116 of Plats, Pages 96 through 101, both inclusive, Wayne County Records. Northville Hills Golf Club Sub. No. 1 and Northville Hills Golf Club Sub. No. 2 are located north of Five Mile Road and west of Sheldon Road. East Northville Hills Golf Club Subdivision No. 1 is located north of Five Mile Road and east of Sheldon Road.

C. On October 11, 2000, Declarant caused a plat to be recorded in Liber 117 of Plats, Pages 11 through 24, both inclusive, Wayne County Records, to establish Northville Hills Golf Club Sub. No. 3 as a platted subdivision upon a portion of the Property located west of Sheldon Road and adjacent to both Northville Hills Golf Club Sub. No. 1 and Northville Hills Golf Club Sub. No. 2. The land included in Northville Hills Golf Club Sub. No. 3 is legally described in the attached Exhibit "B".

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D. Declarant has also caused a plat to be recorded in Liber 119 of Plats, Pages 44 through 52, both inclusive, Wayne County Records, to establish Northville Hills Golf Club Sub. No. 4 as a platted subdivision upon a portion of the Property located west of Sheldon Road and adjacent to both Northville Hills Golf Club Sub. No. 2 and Northville Hills Golf Club Sub. No. 3. The land included in Northville Hills Golf Club Sub. No. 4 is legally described in the attached Exhibit "C".

E. Pursuant to Section 7.24 of the Original Declaration, Declarant has the right to modify the Original Declaration by filing Supplemental Declarations to the extent necessary or beneficial to the development of the Property. Declarant wishes to supplement the Original Declaration for purposes of confirming that both Northville Hills Golf Club Sub. No. 3 and Northville Hills Golf Club Sub. No. 4 are included in the Property subject to the terms and conditions of the Original Declaration and to establish an easement for the maintenance and use of an irrigation well upon one of the Lots in Northville Hills Golf Club Sub. No. 4 for the benefit of the "Club Property" as that term is defined in the Original Declaration.

NOW, THEREFORE, Declarant hereby supplements and amends the Original Declaration as follows:

1. Declarant hereby confirms that both Northville Hills Golf Club Sub. No. 3 and Northville Hills Golf Club Sub. No. 4 as described in the recorded plats thereof are included in the Property and are subject to the terms and conditions of the Original Declaration.

2. Article 4.12 of the Original Declaration captioned "Additional Club Easements" is hereby expanded to include the following additional paragraph (i):

(i) A permanent, non-exclusive easement is hereby reserved for the benefit of the Club Property over, across and under portions of Lot 397 of Northville Hills Golf Club Sub. No. 4 as shown on the plat for purposes of installation, operation, maintenance, repair, and replacement of and connection to an irrigation well and related improvements. The Club Owner and its agents, successors and assigns shall have the right to enter upon Lot 397 from the Club Property to the extent reasonably necessary for purposes of maintaining, repairing and replacing the irrigation well and any related improvements or connections; provided that the Club Owner shall repair any damage to Lot 397 that is caused by such maintenance, repair or replacement activity to a condition that is as close as reasonably possible to the original condition. No improvement shall be installed or maintained within the limits of the easement area that interferes with the operation, maintenance, repair or replacement of the irrigation well or the Club Owner's access to the well; provided that the Owner of Lot 397 shall have the right to install a landscaped screen within the easement area upon approval of the same by the Club Owner, which approval shall not be unreasonably withheld or delayed. For purposes of this provision, the "Club Property" shall include Lot 466 of Northville Hills Golf Club Sub. No. 4 and such other land included in the Club Property as described in the Original Declaration.

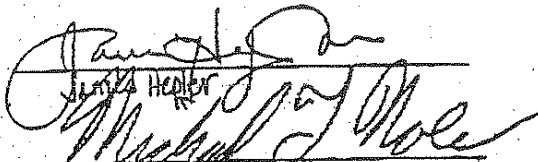
3. The Original Declaration as supplemented and amended by this Supplemental Declaration is hereby ratified and confirmed and the terms and conditions of the Original Declaration shall remain in full force and effect.

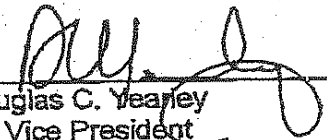
IN WITNESS WHEREOF, Declarant has duly executed this Supplemental Master Declaration of Covenants, Conditions and Restrictions for Northville Hills Golf Club on the date first above set forth.

WITNESSES:

TOLL NORTHVILLE LIMITED PARTNERSHIP, a
Michigan limited partnership

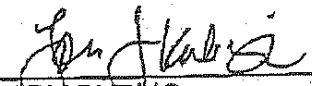
By: Toll MI GP Corp., a Michigan corporation,
General Partner


Michael T. Noles

By: 
Douglas C. Yearley
Its: Vice President

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 10th day of June, 2002 by Douglas C. Yearley, the Vice President of Toll MI GP Corp., a Michigan corporation, the General Partner of Toll Northville Limited Partnership, a Michigan limited partnership, on behalf of the limited partnership.


NOTARY PUBLIC
County of _____, State of Michigan
My Commission Expires: _____

THIS INSTRUMENT DRAFTED BY
AND WHEN RECORDED, RETURN TO:

George W. Day, Esq.
Jackier, Gould, Bean, Upfal & Eizelman
Second Floor, 121 West Long Lake Road
Bloomfield Hills, MI 48304-2719

LORRAINE T. KAUSH
NOTARY PUBLIC OAKLAND CO., MI
MY COMMISSION EXPIRES JUL 12, 2006

EXHIBIT "A"

The "Property"

The three parcels described in the attached legal descriptions collectively comprise the land included in Northville Hills Golf Club Sub. No. 1, as recorded in Liber 115 of Plats, Pages 73 through 91, Wayne County Records; Northville Hills Golf Club Sub. No. 2, as recorded in Liber 116, Pages 27 through 44, Wayne County Records; Northville Hills Golf Club Sub. No. 3, as recorded in Liber 117, Pages 11 through 24, Wayne County Records; Northville Hills Golf Club Sub. No. 4, as recorded in Liber 119, Pages 44 through 52, Wayne County Records; East Northville Hills Golf Club Subdivision No. 1, as recorded in Liber 116, Pages 96 through 101, Wayne County Records; and other land located in Northville Township, Wayne County, Michigan.

PARCEL I

DESCRIPTION: Parcel I (SFR-D, GC & OS)

Commencing at the South corner common to Sections 15 and 16, T1S, R8E, Northville Township, Wayne County, Michigan; thence along the East line of said Section 16, N02 deg. 03' 08"W 60.00 feet to the Northerly right of way line of Five Mile Road for a POINT OF BEGINNING; thence along said right of way line, S87 deg. 52' 44"W 1.96 feet to an angle point in said right of way line; thence continuing along said right of way line, S84 deg. 41' 52"W 1536.83 feet; thence N01 deg. 39' 44"W 1513.81 feet; thence N88 deg. 48' 45"W 378.69 feet; thence N41 deg. 56' 31"W 126.43 feet; thence S89 deg. 35' 50"W 480.85 feet; thence S89 deg. 30' 00"W 733.59 feet; thence N01 deg. 39' 44"W 769.22 feet; thence S88 deg. 20' 16"W 1852.81 feet to a point on the Easterly right of way line of Beck Road; thence along said right of way line, N02 deg. 04' 19"W 86.00 feet; thence N88 deg. 20' 16"E 400.00 feet; thence N02 deg. 04' 19"W 900.00 feet; thence N08 deg. 38' 00"E 1254.24 feet; thence N56 deg. 39' 44"W 258.00 feet; thence N33 deg. 59' 54"W 233.00 feet to a point on the Southerly right of way line of Six Mile Road; thence along said right of way line, N84 deg. 32' 32"E 2203.02 feet to an angle point in said right of way line; thence continuing along said right of way line, N84 deg. 43' 50"E 1226.24 feet; thence S53 deg. 24' 31"E 372.44 feet; thence S27 deg. 25' 20"E 205.00 feet; thence S03 deg. 37' 30"E 60.83 feet; thence N84 deg. 43' 50"E 185.00 feet; thence S02 deg. 03' 08"E 549.28 feet; thence S33 deg. 14' 00"E 136.68 feet; thence S55 deg. 41' 00"E 242.00 feet; thence S45 deg. 15' 00"E 120.00 feet; thence S80 deg. 00' 00"E 292.00 feet; thence N88 deg. 05' 00"E 140.44 feet to a point on the East line of said Section 16; thence along said East line, S02 deg. 03' 08"E 1079.79 feet to the 1/4 corner common to said Sections 15 and 16; thence along the East and West 1/4 line of said Section 15, N88 deg. 15' 15"E 994.91 feet; thence S01 deg. 44' 45"E 605.00 feet; thence N88 deg. 15' 15"E 599.00 feet; thence Northeasterly 330.93 feet along the arc of a circular curve to the left, having a radius of 356.50 feet, a central angle of 53 deg. 11' 12" and a chord which bears N61 deg. 39' 39"E 319.18 feet; thence N35 deg. 04' 03"E 355.70 feet; thence Northeasterly 410.76 feet along the arc of a circular curve to the right, having a radius of 442.50 feet, a central angle of 53 deg. 11' 12" and a chord which bears N61 deg. 39' 39"E 396.18 feet to a point on the East and West 1/4 line of said Section 15; thence along said 1/4 line, N88 deg. 15' 15"E 132.19 feet to a point on the Westerly right of way line of Sheldon Road; thence along said right of way line, S01 deg. 50' 18"E 86.00 feet; thence S88 deg. 15' 15"W 132.32 feet; thence Southwesterly 330.93 feet along the arc of a circular curve to the left, having a radius of 356.50 feet, a central angle of 53 deg. 11' 12" and a chord which bears S61 deg. 39' 39"W 319.18 feet; thence S35 deg. 04' 03"W 215.61 feet; thence N88 deg. 15' 15"E 547.44 feet to a point on the Westerly right of way line of Sheldon Road; thence along said right of way line, S01 deg. 50' 18"E 887.58 feet; thence S66 deg. 39' 16"W 1529.38 feet; thence S87 deg. 52' 44"W 1163.33 feet to a point on the East line of said Section 16; thence along said East line, S02 deg. 03' 08"E 757.00 feet to the Point of Beginning, being part of the Southwest 1/4 of said Section 15, Part of the East 1/2 of said Section 16 and part of the West 1/2 of said Section 16 and containing 459.14 acres of land more or less, subject to easements and restrictions of record.

PARCEL 2

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DESCRIPTION: Parcel 2 (SFR-D)

Commencing at the North 1/4 corner of Section 15, T1S, R8E, Northville Township, Wayne County, Michigan; thence along the North and South 1/4 line of said Section 15, S01 deg. 49' 50"E 2650.48 feet to the Center of said Section 15; thence along the East and West 1/4 line of said Section 15, N88 deg. 09' 05"E 60.00 feet to the Easterly right of way line of Sheldon Road for a POINT OF BEGINNING; thence along said right of way line, N01 deg. 49' 50"W 450.00 feet; thence N88 deg. 13' 36"E 2289.06 feet to a point on the Westerly line of Lot 54 in Supervisor's Northville Plat No. 2 as recorded in Liber 66, on Page 34, Wayne County Records; thence along the Westerly line of said Lot 54, S02 deg. 01' 35"E 37.51 feet to the Southwesterly corner of said Lot 54; thence along the Southerly line of said Lot 54, N85 deg. 28' 29"E 103.08 feet to the Northwesterly corner of Lot 53 in said Plat; thence along the Westerly line of said Lot 53, S01 deg. 16' 03"W 354.81 feet; thence N88 deg. 09' 05"E 215.72 feet; thence N89 deg. 46' 47"E 262.25 feet to the Easterly line of said Lot 53; thence along said Easterly line S02 deg. 13' 33"W 56.34 feet to the East and West 1/4 line of Section 14, T1S, R8E, Northville Township, Wayne County, Michigan at a point bearing N88 deg. 57' 33"E 259.19 feet from the West 1/4 corner of said Section 14; thence continuing along the Easterly line of said Lot 53, S01 deg. 54' 38"W 3.71 feet to the Southeasterly corner of said Lot 53; thence along the Westerly right of way line of the Middle Rouge Parkway in the following five (5) courses: (1) S02 deg. 12' 14"W 180.65 feet, (2) S77 deg. 31' 20"W 659.51 feet, (3) S13 deg. 14' 49"E 390.24 feet, (4) S28 deg. 03' 29"E 826.05 feet and (5) S05 deg. 36' 10"E 68.92 feet to the center of a drainage way; thence along the center of said drainage way in an approximate Westerly direction as it winds and turns 4525 feet more or less to a point on the Easterly right of way line of Sheldon Road, said point bearing N79 deg. 05' 31"W 2698.90 feet from the last mentioned point in the center of said drainage way; thence along said Easterly right of way line, N01 deg. 50' 18"W 905.67 feet to the Point of Beginning, being part of the West 1/2 of said Section 14 and part of the East 1/2 of said Section 15 and part of said Lot 53. Containing 111.84 acres of land more or less, subject to easements and restrictions of record.

PARCEL 3

DESCRIPTION: Parcel 3 (SFR-D)

Commencing at the South 1/4 corner of Section 15, T1S, R8E, Northville Township, Wayne County, Michigan; thence along the North and South 1/4 line of said Section 15 and along the centerline of Sheldon Road, N01 deg. 50' 18"W 60.00 feet; thence along the Northerly right of way line of Five Mile Road and the Westerly extension thereof, N87 deg. 37' 56"E 1035.25 feet for a POINT OF BEGINNING; thence N24 deg. 07' 29"W 814.35 feet; thence N72 deg. 41' 15"E 229.92 feet to a point in the center of a drainage way; thence along the center of said drainage way in an approximate Easterly direction as it winds and turns, 2760 feet more or less to a point on the Westerly right of way line of Middle Rouge Parkway said point bearing N79 deg. 14' 30"E 1765.78 feet from the last mentioned point in the center of said drainage way; thence along said Westerly right of way line, S05 deg. 36' 10"E 574.28 feet to the Northwesterly right of way line of Phoenix Road (formerly Five Mile Road); thence along said Northwesterly right of way line and along the Northerly right of way line of Five Mile Road in the following three (3) courses: (1) S41 deg. 31' 23"W 506.45 feet, (2) Southwesterly 354.10 feet along the arc of a circular curve to the right, having a radius of 440.00 feet, a central angle of 46 deg. 06' 34" and a chord which bears S64 deg. 34' 40"W 344.62 feet and (3) S87 deg. 37' 56"W 1031.37 feet to the Point of Beginning, being part of the Southeast 1/4 of said Section 15 and part of the Southwest 1/4 of Section 14, T1S, R8E, Northville Township, Wayne County, Michigan. Containing 34.56 acres of land more or less, subject to easements and restrictions of record.

EXHIBIT "B"

Land included in Northville Hills Golf Club Sub. No. 3

Northville Hills Golf Club Sub. No. 3, a part of the SW. 1/4 of Section 15 and NW. 1/4, NE 1/4 and SE 1/4 of Sec. 16, T1S, R8E, Northville Township, Wayne County, Michigan, more particularly described as: Commencing at the North 1/4 corner of said Section 16; Thence S. 84° 32' 32" W., 79.99 feet along the North line of said Section 16; Thence S. 05° 27' 28" E., 60.00 feet to the point of beginning on the southerly right of way line of Six Mile Road; Thence the following two courses along said southerly right of way line; (1) N. 84° 32' 32" E., 79.89 feet, and (2) N. 84° 43' 50" E., 1,506.24 feet; Thence S. 04° 39' 57" E., 248.55 feet; Thence S. 27° 25' 20" E., 205.00 feet; Thence S. 03° 00' 05" E., 193.24 feet; Thence S. 20° 02' 38" E., 235.49 feet; Thence S. 33° 14' 00" E., 350.00 feet; Thence S. 55° 41' 00" E., 335.00 feet; Thence N. 87° 56' 52" E., 433.26 feet to a point on the East Line of said Section 16; Thence along said East line S. 02° 03' 08" E., 1,173.42 feet to the 1/4 corner common to said Sections 15 and 16, said 1/4 corner also being on a northerly line of Northville Hills Golf Club Sub. No. 1 as recorded in Liber 115, Pages 73 through 91 of Plats, Wayne County Records; Thence the following ten courses being along the perimeter of said Northville Hills Golf Club Sub. No. 1; (1) S. 16° 41' 26" E., 146.46 feet, and (2) S. 22° 18' 11" E., 112.62 feet, and (3) S. 16° 27' 26" E., 68.42 feet, and (4) S. 02° 13' 32" W., 137.86 feet, and (5) S. 21° 00' 00" W., 68.77 feet, and (6) N. 69° 00' 00" W., 217.00 feet, and (7) N. 66° 24' 03" W., 134.33 feet, and (8) N. 77° 12' 58" W., 259.47 feet, and (9) N. 55° 36' 33" W., 176.49 feet, and (10) N. 85° 40' 00" W., 204.48 feet to a Point on Northville Hills Golf Club Sub. No. 2 as recorded in Liber 116, Pages 27 through 44 of Plats, Wayne County Records; Thence the following twelve courses being along the perimeter of said Northville Hills Golf Club Sub. No. 2; (1) N. 09° 26' 26" W., 120.00 feet, and (2) N. 47° 53' 46" W., 817.61 feet, and (3) N. 30° 01' 11" W., 174.09 feet, and (4) S. 58° 49' 10" W., 139.64 feet, and (5) S. 85° 15' 25" W., 152.54 feet, and (6) N. 41° 35' 35" W., 205.09 feet, and (7) N. 11° 33' 25" E., 254.20 feet, and (8) N. 16° 59' 52" W., 357.22 feet, and (9) S. 84° 32' 32" W., 610.00 feet, and (10) N. 05° 27' 28" W., 640.00 feet, and (11) N. 00° 49' 20" W., 185.61 feet, and (12) N. 05° 27' 28" W., 305.00 feet to the Point of Beginning and containing 99.18 acres and comprising of 166 lots numbered 212 through 377 inclusive and six private parks.

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EXHIBIT "C"**Land included in Northville Hills Golf Club Sub. No. 4**

Northville Hills Golf Club Sub. No. 4, a part of the NW. 1/4 of Section 16, T1S, R8E, Northville Township, Wayne County, Michigan, more particularly described as: Commencing at the North 1/4 corner of said Section 16; Thence S. 84° 32' 32" W., 179.99 feet along the North line of said Section 16; Thence S. 05° 27' 28" E., 60.00 feet to the point of beginning on a northerly line of Northville Hills Golf Club Sub. No. 2, as recorded in Liber 116, Pages 27 through 44 of Plats, Wayne County Records; Thence the following five courses being along the perimeter of said Northville Hills Golf Club Sub. No. 2; (1) S. 05° 27' 28" E., 305.00 feet, and (2) S. 10° 05' 36" E., 185.61 feet, and (3) S. 05° 27' 28" E., 779.91 feet, and (4) along a curve to the left 234.80 feet, said curve having a radius of 1,735.00 feet, central angle of 07° 45' 15" and long chord bearing of S. 09° 20' 05" E., 234.63 feet, and (5) S. 84° 32' 32" W., 2,027.16 feet to a Point on the easterly line of Links of Northville Hills Golf Club Condominium, Wayne County Condominium Plan No. 535, as recorded in Liber 30574, Page 26, Wayne County Records; Thence the following three courses being along the perimeter of said Links of Northville Hills Golf Club Condominium; (1) N. 08° 38' 00" E., 1,172.96 feet, and (2) N. 56° 39' 44" W., 258.00 feet, and (3) N. 33° 59' 54" W., 233.00 feet to a Point on the Southerly right of way line of Six Mile Road; Thence N. 84° 32' 32" E., 2,023.13 feet along said line to the Point of Beginning and containing 64.78 acres and comprising of 89 lots numbered 378 through 466 inclusive and three private parks.

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F.E. Youngblood, Wayne Co. Register of Deeds
RDTHOTWA

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

NORTHVILLE HILLS GOLF CLUB NO. 1

As recorded in Liber 115,
Pages 73 through 91, W.C.R.

AND

NORTHVILLE HILLS GOLF CLUB NO. 2

As recorded in Liber 116,
Pages 27 through 44, W.C.R.

AND

EAST NORTHVILLE HILLS GOLF CLUB SUBDIVISION NO. 1

As recorded in Liber 116,
Pages 96-101, W.C.R.

NORTHVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN

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DECLARATION OF MASTER COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
NORTHVILLE HILLS GOLF CLUB

THIS DECLARATION OF MASTER COVENANTS, CONDITIONS AND RESTRICTIONS is made as of the 26 day of October, 2000, by TOLL NORTHVILLE LIMITED PARTNERSHIP, a Michigan limited partnership, which declares hereby that the "Property" described in Article 2 of this Declaration are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE 1.

DEFINITIONS AND INTERPRETATION

1.01 **Definitions.** The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Architectural Control Committee" or "Committee" shall mean and refer to the committee of the Master Association responsible for performing the architectural review and approval functions set forth in Article 9 of this Declaration.
- (b) "Articles" or "Articles of Incorporation" mean the Articles of Incorporation of the Association, as amended from time to time. A copy of the initial Articles of Incorporation of the Association is attached hereto as Exhibit "A".
- (c) "Assessments" shall mean and refer to the various forms of payment to the Association which are required to be made by Owners, as more particularly defined in Section 8.01 of this Declaration.
- (d) "Association" or "Master Association" shall mean and refer to the NORTHVILLE HILLS GOLF CLUB HOMEOWNERS ASSOCIATION, a Michigan non-profit corporation. The Master Association shall be solely responsible for all Common Areas, including all Open Space, created by plats of the Property. Any separate Neighborhood Association that may be created shall be empowered only with respect to architectural and building and use restrictions for portions of the Property. There shall be no more than four (4) such Neighborhood Associations within the Property.
- (e) "Board" or "Board of Directors" shall mean and refer to the duly constituted Board of Directors of the Association, from time to time.
- (f) "Bylaws" shall mean the Bylaws of the Association, as amended from time to time. A copy of the initial Bylaws of the Association is attached hereto as Exhibit "B".
- (g) "Builder" shall mean any party constructing a Unit on a Lot owned by such party and designated in writing by declarant as a Builder under this Declaration; provided, however, that for purposes of this Declaration, the term "Builder" does not include (i) the Declarant or its affiliates (including Toll Brothers, Inc.); or (ii) the Designated Lot Developer and its builders with respect to Lots owned (or being acquired on land contract) by the Designated Lot Developer.
- (h) "Club" shall mean the golf club located on the Club Property and all facilities properties and appurtenances thereto.
- (i) "Club Owner" shall mean and refer to the fee owner of the Club and the Club Property from time to time.
- (j) "Club Property" shall mean the real property designated as "Golf Course" on Exhibit "C" attached hereto and made a part hereof. The layout and use of the Club Property as a master planned residential golf course (the Golf Club) including without limitation the club house, banquet center, restaurant, driving range and related amenities and accessory uses, may not be modified without the prior written consent of the Township.
- (k) "Common Property" shall mean and refer to the property designated as Open Space on Exhibit "C" attached hereto and made a part hereof, together with all bike paths and pedestrian paths at the perimeter of the Property, plus all property designated

as Common Property in any future recorded supplemental declaration; together with the landscaping and any improvements thereon. Common Property may include all of the following if located thereon: all pedestrian walkway areas, parking areas and drives, structures, recreational facilities, sprinkler systems and street lights, if any, but shall exclude (i) any public utility installations thereon, (ii) all portions of any Community Systems (as defined below) not made Common Property pursuant to Section 19.14 hereof, and (iii) any other property of Declarant not intended to be made Common Property. The Common Areas are subject to the express requirements of the governmental approvals listed in Article 17, including without limitation a Bike Path Maintenance Agreements and a Landscape Maintenance Agreements, which impose affirmative obligations on each Lot Owner and the Association, and the Association, and which are incorporated by reference into this Declaration. Declarant will specifically identify (by recorded legal description, plats or other means) the Common Property of the Property, and such identification shall be required in order for a portion of the Property to be Common Property hereunder. Without limiting the generality of Section 1.02, in the event that Declarant determines that a particular portion of the Property is or is not Common Property hereunder (in the manner provided in said Section 1.02), such determination shall be binding and conclusive. In the event that the Association accepts an easement or similar grant over, under or through any portion of the Property or any property adjacent thereto or in the vicinity thereof, the easement estate in such property shall be deemed Common Property for the purposes of, but only for the purposes of, the Association performing whatever duties or obligations are stated in, or implied by law, with respect to such easement or other grant. The Club and the Club Property are not part of the Common Property.

(l) "Community Systems" shall mean and refer to any and all cable television, telecommunication, alarm/monitoring, internet, telephone or other lines, conduits, wires, amplifiers, towers, antennae, equipment, materials, installations and fixtures (including those based on, containing or serving future technological advances not now known) installed by Declarant or pursuant to any grant of easement or authority by Declarant within the Property and serving more than one Lot.

(m) "Conservation Areas" shall mean and refer to the property legally described on a Plat as a "wetland", plus all property designated as Conservation Areas in any future recorded Plat, together with the plants and other items thereon.

(n) "County" shall mean and refer to Wayne County, Michigan.

(o) "Declarant" shall mean and refer to Toll/Northville Limited Partnership, a Michigan limited partnership, its successors and such of its assigns as to which the rights of Declarant hereunder are specifically assigned. Declarant may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Property (as hereinafter defined). In the event of such a partial assignment, the assignee shall not be deemed the Declarant, but may exercise such rights of Declarant specifically assigned to it. Any such assignment may be made on a nonexclusive basis. The rights of Declarant under this Declaration are independent of the Declarant's rights to control the Board of Directors of the Association, and, accordingly, shall not be deemed waived, transferred or assigned to the Owners, the Board or the Association upon the transfer of control of the Association.

(p) "Declaration" or "Master Covenants" means this instrument and all exhibits attached hereto, as same may be amended or supplemented (by Supplemental Declarations) from time to time. The "Designated Lot Developer" (defined below) and Builders contracting with the Designated Lot Developer are exempt from architectural review and approval.

(q) "Designated Lot Developer" shall mean and refer to Biltmore Wineman LLC, a Michigan limited liability company, its successors and assigns.

(r) "Lot" shall mean and refer to any lot or parcel on any plat or site condominium of all or a portion of the Property, any Lot or site shown upon any replat of any such plat or condominium, and any other property hereafter declared as a Lot by Declarant.

(s) "Member" shall mean and refer to all those Owners who are Members of the Master Association as hereinafter provided (including, without limitation, the Declarant and the Club Owner).

(t) "Member's Permittees" shall mean and refer to those persons described in Section 11.03 of this Declaration to whom certain privileges hereunder are afforded; and shall mean the members, guests, officers, directors, employees, agents and invitees of the Club.

- (u) "Neighborhood Association" shall mean any association created or to be created to administer specific portions of the Property and common areas or common elements lying within such portions pursuant to a declaration of covenants and restrictions affecting such portions. There shall be no more than four (4) such Neighborhood Associations within the Property.
- (v) "Open Space" shall mean and refer to those areas designated as Open Space on Exhibit "C", which shall be held and preserved by the Association in perpetuity as Open Space, except for Township-approved encroachments and utilities.
- (w) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon or within the Property, the Club Owner, the Designated Lot Developer, and the Declarant.
- (x) "Plat" shall mean and refer to one or more of the plats that shall intimately, and collectively, cover the Property, as recorded in Wayne County Records, as generally shown on the final preliminary plat attached as Exhibit "C".
- (y) "Property" shall mean and refer to all properties described in Exhibit "D" attached hereto and made a part hereof. The Property is depicted on Exhibit "C".
- (z) "Supplemental Declaration" shall mean and refer to an instrument executed by the Declarant (or the Master Association, if permitted by Section 2.04 hereof, or the Designated Lot Developer with respect to its property) and recorded in the Public Records of the County, for such purposes as are provided in this Declaration.
- (aa) "Surface Water Management System" shall mean those ponds, pipes, storm sewers, culverts, swales and other facilities created and used for the drainage of the Property, which are designated by Declarant, in a uniform manner, as Common Property.
- (bb) "Township" means Northville Township, a Michigan municipal corporation.
- (cc) "Unit" shall mean and refer to any dwelling unit constructed on a Lot, provided, however, that no portion of any Community System, even if installed in a Unit, shall be deemed to be a part of a Unit unless and until same is made such pursuant to Section 4.11 hereof, if at all.

1.02 Interpretation. The provisions of this Declaration as well as those of the Articles, Bylaws and any rules and regulations of the Association shall be interpreted by the Declarant, unless Declarant ceases to exist, in which case they shall be interpreted by the Board of Directors. Any such interpretation of the Board which is rendered in good faith shall be final, binding and conclusive if the Board receives a written opinion of legal counsel to the Master Association, or the counsel having drafted this Declaration or other applicable document, that the interpretation is not unreasonable, which opinion may be rendered before or after interpretation is adopted by the Board. Notwithstanding any rule of law to the contrary, the provisions of this Declaration and the Articles, Bylaws and the Rules and Regulations of the Master Association shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Master Association and the Property, the preservation of the values of Lots and Units and the protection of Declarant's rights, benefits and privileges herein contemplated.

ARTICLE 2.

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

2.01 Legal Description. The initial real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Township, and is more particularly described in Exhibit "D" attached hereto and made a part hereof, all of which real property (and all improvements thereto), together with additions thereto, but less any withdrawals therefrom, is herein referred to collectively as "the Property".

2.02 Supplements. Declarant may from time to time unilaterally subject other land under the provisions of this Declaration by Supplemental Declarations (which shall not require the consent of then existing Owners, the Master Association, or mortgagee other than the owner and mortgagee, if any, of the land intended to be added to the Property) and thereby add to the

Property. To the extent that such additional real property shall be made a part of the Property, reference herein to the Property shall be deemed to be reference to all of such additional property where such reference is intended to include property other than that legally described above. Nothing herein, however, shall obligate Declarant to add to the initial portion of the Property, to develop any such future portions under a common scheme, nor to prohibit Declarant from rezoning and changing plans with respect to the Property. All Owners, by acceptance of a deed to or other conveyance of their Lots, shall be deemed to have automatically consented to any such rezoning, replatting, change, addition or deletion thereafter made by Declarant (or, if applicable, the Designated Lot Developer) and shall evidence such consent in writing if requested to do so by Declarant at any time (provided, however, that the refusal to give such written consent shall not obviate the general and automatic effect of this provision). A Supplemental Declaration may vary the terms of this Declaration by addition, deletion or modification so as to reflect any unique characteristics of a particular portion of the Property identified therein. If additional property is added, or if the number of Units approved for the Property changes, among other changes, the references to the share of assessments in Section 8.02 shall be amended appropriately.

ARTICLE 3.

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

3.01 Membership. Every person or entity who is a record Owner of a fee interest in any property included in the Property, including a Lot, shall be a Member of the Association. Notwithstanding anything else to the contrary set forth in this Article, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association. Declarant and the Club Owner shall specifically be Members of the Master Association.

3.02 Voting Rights. The Association shall have such classes of Voting Members, who shall cast such votes, as are provided in the Articles of Incorporation of the Association.

3.03 General Matters. When reference is made herein, or in the Articles, Bylaws, Rules and Regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members represented at a duly constituted meeting of their Voting Members voting for them (i.e., one for which proper notice has been given and at which a quorum exists) and not of the Members themselves or of their Lots.

ARTICLE 4.

COMMON PROPERTY; CERTAIN EASEMENTS; COMMUNITY DEVELOPMENT DISTRICT; COMMUNITY SYSTEMS

4.01 Members' Easements. Except for Limited Common Property as herein specified, each Member, and each Member's Permittees, shall have a non-exclusive permanent and perpetual easement over and upon the Common Property for the intended use and enjoyment thereof in common with all other such Members, Member's Permittees, their agents and invitees, but in such manner as may be regulated by the Association. Without limiting the generality of the foregoing, such rights of use and enjoyment are hereby made subject to the following:

(a) The right and duty of the Association to levy assessments against each Lot and the Club Property for the purpose of maintaining the Common Property and any facilities located thereon in compliance with the provisions of this Declaration and with the restrictions on the plats and condominium subdivision plans of portions of the Property from time to time recorded.

(b) The right of the Association to suspend the Member's (and his Member's Permittees') right to use the Common Property recreational facilities (if any) for any period during which any assessment against his Lot remains unpaid for more than thirty (30) days; and for a period not to exceed sixty (60) days for any infraction of this Declaration or the Association's lawfully adopted rules and regulations.

(c) The right of the Association to adopt at any time and from time to time and enforce rules and regulations governing the use of the Common Property and all facilities at any time situated thereon. Any rule and/or regulation so adopted by the Association shall apply until rescinded or modified as if originally set forth at length in this Declaration.

(d) The right to the use and enjoyment of the Common Property and facilities thereon shall extend to all Members'

Permittees, subject to regulation from time to time by the Association as set forth in its lawfully adopted and published rules and regulations.

(e) The right of Declarant to permit such persons as Declarant shall designate to use the Common Property and all recreational facilities located thereon (if any).

(f) The right of Declarant and the Association, acting separately or together, to have, grant and use general ("blanket") and specific easements over, under and through the Common Property.

(g) The right of the Association, by a 2/3rds affirmative vote of the entire membership, voting through their Voting Members, after written consent of Declarant, to dedicate or convey portions of the Common Property (other than the Open Space, which shall not be dedicated or conveyed without the prior written consent of the Township) to any other association having similar functions, or any other public or quasi-public agency, under such terms as the Association deems appropriate and to create or contract with the other association or agency, special taxing districts for lighting, roads, recreational or other services, monitoring, or communications and other similar purposes deemed appropriate by the Association (to which such dedication or contract all Owners, by the acceptance of the deeds to their Lots, shall be deemed to have consented, no consent of any other party, except Declarant, being necessary).

(h) The rights of the Declarant to withdraw portions of the Common Property as provided in Section 2.03 above.

(i) The rights of the Club as provided in this Declaration.

WITH RESPECT TO THE USE OF THE COMMON PROPERTY AND THE PROPERTY GENERALLY, ALL PERSONS ARE REFERRED TO SECTION 19.14 AND ARTICLE 20 HEREOF, WHICH SHALL AT ALL TIMES APPLY THERETO.

4.02 Easements Appurtenant. The easements provided in Section 4.01 shall be appurtenant to and shall pass with the title to each Lot and the Club Property, but shall not be deemed to grant or convey any ownership interest in the Common Property subject thereto.

4.03 Parking and Storage. Parking areas for the use of the Lot Owners will be located adjacent to the fitness center. Declarant shall have, and hereby reserves, the exclusive right at any time, and from time to time, to grant to specific Lots, the Club Property or to the Master Association or any Neighborhood Association the exclusive right to use one or more of such parking spaces. A grant with respect to parking spaces shall be made by Declarant by written assignment (which shall not be recorded). Any such grant vests in the Lot Owner, the Club Owner, the Master Association or such Neighborhood Association, as appropriate, the exclusive right to use (and not title to) such space(s), and, if to a Lot Owner, as an appurtenance to such Owner's Lot. Unless otherwise noted on the form of assignment with respect to certain parking spaces, such exclusive right to use shall pass with title to such Lot, whether or not specifically assigned. The Master Association, through its officers, committees and agents, is hereby empowered to establish parking regulations in all of the Common Property and may make provision for the involuntary removal of any violating vehicle, provided however, that anything herein contained to the contrary, no such regulation may, directly or indirectly, impair, diminish or otherwise interfere with Declarant's exclusive right to assign parking spaces or the rights of the Club in this Declaration. The Master Association may suspend an Owner's right to use his parking space(s) during any period when the Owner's Assessments are delinquent.

4.04 Maintenance. The Master Association shall, at all times, maintain in good repair and manage, operate and insure, the Common Property and, to the extent not otherwise provided for, the Conservation Areas, the Surface Water Management System, paving, drainage structures, landscaping, improvements and other structures (except public utilities and Community Systems, to the extent same have not been made Common Property and except those Limited Common Property to be maintained by Owners) situated on the Common Property, if any, all such work to be done as ordered by the Board of Directors of the Association. Without limiting the generality of the foregoing, the Association shall assume all of Declarant's and its affiliates' responsibilities to the County, and its governmental and quasi-governmental subdivisions, the Township and similar entities of any kind with respect to the Common Property, the Conservation Areas and the Surface Water Management System, and shall indemnify and hold Declarant and its affiliates harmless with respect thereto in the event of the Association's failure to fulfill those responsibilities. All work pursuant to this Section and all expenses incurred or allocated to the Association pursuant to this Declaration shall be paid for by the Association

through assessments (either general or special) imposed in accordance herewith. The Master Association, on behalf of itself and/or all or appropriate Neighborhood Associations, shall have the power to incur, by way of contract or otherwise, expenses general to all or applicable portions of the Property, or appropriate portions thereof, and the Master Association shall then have the power to allocate portions of such expenses among the Master Association and/or the Neighborhood Associations, based on such reasonable and uniform formula as may be adopted by the Master Association or as otherwise provided in this Declaration or any Supplemental Declaration. The portion so allocated to the Master Association or any Neighborhood Association shall be deemed a general expense thereof, collectible through its own assessments. No Owner may waive or otherwise escape liability for assessments by non-use (whether voluntary or involuntary) of the Common Property or abandonment of the right to use the Common Property.

In addition to the foregoing, the Master Association shall own and maintain the Conservation Areas of the Property and shall at all times protect the same and enforce the use restrictions hereinafter contained with respect thereto. Such Conservation Areas shall be part of the Common Areas and are declared as such by this Declaration and same shall be the perpetual responsibility of the Association and, notwithstanding anything herein contained to the contrary, the Conservation Areas may in no way and by any party whomsoever be altered from their natural state. Activities prohibited within the Conservation Areas include, but are not limited to, construction or placing of buildings on or above the ground; dumping or placing soil or other substances such as trash; removal or destruction of trees, shrubs or other vegetation (with the exception only of exotic/nuisance vegetation removal); excavation, dredging or removal of fill materials; diking or fencing; and any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish or wildlife conservation or preservation.

4.05 Street Lights. The Master Association may, at its sole discretion, be responsible for the operation, maintenance, repair and replacement of all street lighting fixtures, installations and equipment serving the Common Property (solely or primarily), even if same are located within the common areas/elements owned or administered by a Neighborhood Association or within dedicated public rights-of-way (and said fixtures, installations and equipment shall be deemed Common Property for the aforesaid purposes). In the event of doubt as to whether any particular street lighting serves the Common Property solely or primarily, the decision of the Board of Directors in such regard shall be final and conclusive. Notwithstanding the foregoing, in the event that a Neighborhood Association requests the Master Association to maintain, repair or replace any street lighting fixtures, installations or equipment which would not otherwise fall under the Master Association's responsibilities, then the Master Association may do so as long as all costs and expenses thereof are paid by the requesting Neighborhood Association. Charges for electricity used by street lights shall be paid by the Master Association or Neighborhood Association, depending upon to which Association's account such electricity is metered (as originally established by Declarant or the applicable utility company).

4.06 Easements for Vehicular Traffic. In addition to the general easements for use of the Common Property reserved herein, there shall be, and Declarant hereby reserves and covenants for itself and all future Owners of Lots within the Property and for the Club Owner, that each and every Owner, Club Owner, the Designated Lot Developer, and Declarant, shall have a non-exclusive easement appurtenant for vehicular traffic over all private streets, if any, within the Common Property, subject to the parking provisions set forth in Section 4.03 above.

4.07 Utility and Community Systems Easements. Use of the Common Property for utilities, as well as use of the other utility easements as shown on relevant plats, shall be in accordance with the applicable provisions of this Declaration and said plats. Declarant, the Designated Lot Developer, and their affiliates and their designees shall have a perpetual easement over, upon and under the Common Property and the portions of the Lots and the Club Property (if any) designated in plats for the installation, operation, maintenance, repair, replacement, alteration and expansion of Community Systems and other utilities. All installations in Open Space shall be underground, and shall be installed such that there is no interference, after installation, with the Lot Owners use of and rights in the Open Space.

4.08 Public Easements. Fire, police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Property in the performance of their respective duties.

4.09 Ownership. The Common Property (including without limitation, walking paths, bike paths, and sidewalks), are hereby dedicated non-exclusively to the joint and several use, in common, of Declarant, the Designated Lot Developer, the Club Owner, and the Owners of all Lots that may from time to time constitute part of the Property and all Member's Permittees and Declarant's tenants, guests and invitees, all as provided and regulated herein or otherwise by the Association, subject to Section 2.04 hereof. The Common Property (or appropriate portions thereof) shall, upon the later of completion of the improvements thereon or the

date when the last Lot within the Property has been conveyed to a purchaser (or at any time and from time to time sooner at the sole election of Declarant), be conveyed by quit claim deed to the Association, which shall be deemed to have automatically accepted such conveyance. Beginning from the date this Declaration is recorded, the Association shall be responsible for the maintenance, repair, replacement, insurance and administration of such Common Property, including, without limitation, the Open Space, bike paths, sidewalks, and pedestrian paths, all of which shall be performed in a continuous and satisfactory manner. It is intended that any and all real estate taxes and assessments assessed against the Common Property shall be (or have been, because the purchase prices of the Lots have already taken into account their proportionate shares of the values of the Common Property), proportionally assessed against and payable as part of the taxes of the applicable Lots within the Property. However, in the event that, notwithstanding the foregoing, any such taxes are assessed directly against the Common Property, the Association shall be responsible for the payment (subject to protest or appeal before or after payment) of same, including taxes on any improvements and any personal property located thereon, which taxes accrue from and after the date these Master Covenants are recorded, and such taxes shall be prorated between Declarant and the Association as of the date of such recordation.

Declarant and its affiliates shall have the right from time to time to enter upon the Common Property and other portions of the Property (including, without limitation, Lots) for the purpose of the installation, construction, reconstruction, repair, replacement, operation, expansion and/or alteration of any improvements or facilities on the Common Property or elsewhere on the Property that Declarant and its affiliates or designees elect to effect, and to use, without charge, the Common Property and other portions of the Property for sales, displays and signs or for any other purpose during the period of construction and sale of any portion thereof or of other portions of adjacent or nearby property. Without limiting the generality of the foregoing, Declarant, the Designated Lot Developer, and their affiliates and designees shall have the specific right to maintain upon any portion of the Property sales, administrative, construction or other offices and appropriate exclusive and non-exclusive easements of access and use are expressly reserved unto Declarant and its affiliates, and its and their successors, assigns, employees and contractors, for this purpose. Any obligation (which shall not be deemed to be created hereby) to complete portions of the Common Property shall, at all times, be subject and subordinate to these rights and easements and to the above-referenced activities. Accordingly, Declarant shall not be liable for delays in such completion to the extent resulting from the need to complete any of the above-referenced activities prior to such completion.

4.10 Community Systems. Declarant shall have the right, but not the obligation, to convey, transfer, sell or assign all or any portion of the Community Systems (if any) located within the Property, or all or any portion of the rights, duties or obligations with respect thereto to the Association or any other person or entity (including an Owner, as to any portion of a Community System located on/in his Lot/Unit). Furthermore, Declarant and the Designated Lot Developer (with respect only to a Neighborhood Association) shall have the right to enter into exclusive agreements with service providers, such as providers of cable or satellite television systems, internet service providers, and security systems. Any payments received by Declarant or the Designated Lot Developer related to such arrangements shall be the sole property of Declarant or the Designated Lot Developer and the Master Association shall have no rights thereto. Such rights shall include the right of Declarant and the Designated Lot Developer (with respect only to a Neighborhood Association) to grant exclusive easements to such service providers, binding upon each Owner. Without limiting the generality of Section 19.13 hereof, if and when any of the aforesaid entities receives such a conveyance, sale, transfer or assignment, such entity shall automatically be deemed vested with such rights of Declarant as are expressly assigned by Declarant; provided, however, that if the Association is the applicable entity, then any Community Systems or portions thereof shall be deemed Common Property hereunder and the Association's rights, duties and obligations with respect thereto shall be the same as those applicable to other Common Property unless otherwise provided by Declarant. Any conveyance, transfer, sale or assignment made by Declarant pursuant to this Section 4.10, (i) may be made with or without consideration, (ii) shall not require the consent or approval of the Association or any Owner and (iii) if made to the Association, shall be deemed to have been automatically accepted with all rights, duties, obligations and liabilities with respect thereto being deemed to have been automatically assumed). In recognition of the intended increased effectiveness and potentially decreased installation and maintenance costs and user fees arising from the connection of all Units in the Property to the applicable Community Systems, each Owner and occupant of a Unit shall by virtue of the acceptance of the deed or other right of occupancy thereof, be deemed to have consented to and ratified any and all agreements to which the Association is a party which is based upon (in terms of pricing structure or otherwise) a requirement that all Units be so connected. The foregoing shall not, however, prohibit the Community Systems provider from making exceptions to any such 100% use requirement in its reasonable discretion. **WITH RESPECT TO COMMUNITY SYSTEMS, ALL PERSONS ARE REFERRED TO SECTION 19.13 HEREOF, WHICH SHALL AT ALL TIMES APPLY TO THIS SECTION.**

4.11 Club Easements. The Club Owner shall have non-exclusive easements over and upon the Common Property for the use thereof by the Club, its Member's Permittees, its members, guests, invitees, agents, the general public (if invited by the Club or the

Club Owner), employees and contractors, and neither the Master Association nor any Owner shall, by action, inaction or rule do anything which interferes with such uses. By acceptance of a deed to any real property within the Property, each Owner acknowledges and agrees that owning property in a community containing a golf course has benefits as well as detriments, and the detriments include, but are not limited to: (i) the risk of damage to property or injury to persons and animals from golf balls which are hit onto the Owner's Lot; (ii) the entry by golfer onto an Owner's Lot or other portion of the Property to retrieve golf balls; (iii) overspray in connection with the watering and maintenance of the golf course; (iv) noise from golf course maintenance and operation equipment (including, without limitation, mowers, compressors, wood chippers, chainsaws, blowers, mulchers, tractors, utility vehicles, sprinklers and pumps, all of which may be operated at all times of the day and night or continuously); (v) odors arising from irrigation and fertilization of the golf course; and (vi) disturbances and loss of privacy resulting from maintenance and golf cart traffic and golfers. Additionally, each Owner and the Master Association acknowledges that pesticides and chemicals may be applied to the golf course throughout the year and that reclaimed water, or other sources of non-potable water may be used for irrigation of the golf course.

Each Owner expressly assumes such detriments and risks and agrees that neither the Declarant or any successor or assign, the Association or its Members (in their capacity as such), the Club Owner, or any officer, director or partner of any of the foregoing, shall be liable to any Owner or anyone claiming any loss or damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of an Owner's Lot to the golf course on the Club Property, including, without limitation, any claim arising in whole or in part from the negligence of Declarant or the Club Owner.

4.12 Additional Club Easements.

(a) Every Lot and the Common Property (west of Sheldon Road) and the common property of any Neighborhood Association (west of Sheldon Road) are burdened with an easement permitting golf balls unintentionally to come upon such Common Property, Lots or common property and for golfers at reasonable times and in a reasonable manner to come upon the Lot, Common Property, and common property retrieve errant golf balls; provided, however, if any Lot is fenced or walled, the golfer shall seek the Owner's permission before entry and nothing herein shall give any person the right to enter any Unit, dwelling, building or other structure on such property to retrieve golf balls. The existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls.

(b) The Club Owner and its agents, successors and assigns, shall at all times have a right and non-exclusive easement of access and use over those portions of the Common Property (west of Sheldon Road) reasonably necessary to the access to, operation, maintenance, repair and replacement of its facilities.

(c) The Property located West of Sheldon Road are hereby burdened with a non-exclusive easement in favor of the adjacent golf course for overspray of water, chemicals and fertilizer from the irrigation system serving the golf course located on the Club Property, and from the overspray of pesticides, fertilizers and other chemical treatments of the golf course.

(d) The Club Owner and its agents, successors and assigns, shall have a perpetual, exclusive easement of access over the Property located West of Sheldon Road for the purpose of retrieving golf balls from bodies of water within the Common Property lying reasonably within range of golf balls hit from its golf course.

(e) A perpetual easement for the maintenance, repair, replacement and use of any golf cart path constructed within the Property is hereby granted to the Club Owner and the its Member Permittees, invitees, agents, employees and contractors, and other users of the golf course served by such paths, including any paths located on the Common Property. Neither the Master Association, any Neighborhood Association nor any Owner shall obstruct or otherwise interfere with the lawful use of the easement granted herein, including its use for golf course maintenance.

(f) A perpetual easement for the noise and other disturbances caused by the use and maintenance of the golf course located on the Club Property is hereby imposed on the Property.

(g) A perpetual easement for the benefit of the Club Property, the Club Owner, and the Club's members, guests, invitees, employees, agents, contractors, and designees, and the general public if invited by the Club Owner, a non-exclusive easement of ingress, egress and under and over all roadways located within the Property located West of Sheldon Road from time to time

(whether Common Areas or otherwise), including golf carts and maintenance vehicles, tractors and mowers. Without limiting the generality of the foregoing, as such parties shall have the right to park their vehicles on the roadways located within the Property located West of Sheldon Road from time to time before, during and after tournaments and other functions held at the Club to the extent that the Club has insufficient parking to accommodate vehicles.

(h) ALL PERSONS ARE HEREBY NOTIFIED THAT ERRANT GOLF BALLS MAY, FROM TIME TO TIME, LAND ON PROPERTY ADJACENT TO OR NEARBY THE GOLF COURSE WITHIN THE PROPERTY OR STRIKE IMPROVEMENTS LOCATED ON SUCH PROPERTY. ALL PERSONS ARE HEREBY FURTHER NOTIFIED THAT THE GOLF COURSE IS OWNED BY CLUB OWNER AS A PRIVATE CONCERN THAT MAY, IN THE FUTURE, BE CONVEYED, LEASED OR OTHERWISE BE PLACED UNDER THE CONTROL OF A THIRD PARTY. NO PERSON SOLELY BY ACQUIRING ANY LOT OR OTHER INTEREST IN ANY PORTION OF THE PROPERTY SHALL, BY VIRTUE THEREOF, ACQUIRE ANY EASEMENT, LICENSE OR OTHER RIGHT TO USE THE GOLF COURSE OR ANY OTHER FACILITY LOCATED ON THE CLUB PROPERTY. NO PERSON ACTING ON BEHALF OF DECLARANT, THE DESIGNATED LOT DEVELOPER, A BUILDER OR ANY OTHER PERSON OR ENTITY HAS ANY AUTHORITY WHATSOEVER TO MAKE ANY REPRESENTATIONS TO THE CONTRARY UNLESS SO PROVIDED IN A SUPPLEMENTAL DECLARATION EXECUTED BY DECLARANT (OR, AS AUTHORIZED HEREIN, THE DESIGNATED LOT DEVELOPER). THE FOREGOING DISCLAIMER SHALL EXTEND TO AND INCLUDE THE MASTER ASSOCIATION AND ANY NEIGHBORHOOD ASSOCIATION, NONE OF WHICH SHALL HAVE ANY RIGHT, TITLE OR INTEREST IN OR TO, OR CONTROL OVER, SUCH CLUB PROPERTY. ANY USE OF THE GOLF COURSE OR OTHER FACILITIES LOCATED ON THE CLUB PROPERTY SHALL BE SOLELY IN ACCORDANCE WITH THE STANDARDS AND REQUIREMENTS SET BY THE CLUB OWNER OR THE OPERATOR THEREOF, WHICH STANDARDS AND REQUIREMENTS MAY BE CHANGED FROM TIME TO TIME IN THEIR SOLE DISCRETION.

Under no circumstances shall the Declarant, the Designated Lot Developer, the Master Association, the Club Owner, any builder or contractor, or any officer, director, partner or member of any of the foregoing, in their capacities as such, be held liable for any damage or injury resulting from errant golf balls hit by third parties, retrieval of errant golf balls by third parties, or from overspray from the golf course.

ARTICLE 5.

MAINTENANCE OF UNITS AND LOTS

5.01 Exteriors of Units. The Owner of a Lot shall maintain all exterior surfaces and roofs, facias and soffits of the structures (including the Unit) and other improvements located on the Lot (including driveway and sidewalk surfaces) in a neat, orderly and attractive manner. The aforesaid maintenance shall include maintaining screens (including screen enclosures), windows and doors (including the wood and hardware of garage doors and sliding glass doors). The minimum (though not sole) standard for the foregoing shall be consistency with the general appearance of the Property as initially constructed and otherwise improved (taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness). The Owner shall clean, repaint or restrain, as appropriate, the exterior portions of each Unit (with the same colors as initially used on the Unit), including exterior surfaces of garage doors, as often as is necessary to comply with the foregoing standards.

5.02 Lots. The Owner shall maintain and irrigate the trees, shrubbery, grass and other landscaping on each Lot in a neat, orderly and attractive manner and consistent with the general appearance of the Property as a whole. The minimum (though not sole) standard for the foregoing shall be the general appearance of the Property as initially landscaped (such standard being subject to being raised by virtue of the natural and orderly growth and maturation of applicable landscaping, as properly trimmed and maintained).

5.03 Right of Entry. In addition to such other remedies as may be available under this Declaration, in the event that an Owner fails to maintain a Unit or Lot, the Master Association shall have the right to enter upon the Lot in question and perform such duties; provided, however, that such entry shall be during reasonable hours and only after five (5) days' prior written notice. The Owner having failed to perform its maintenance duties shall be liable to the Master Association for the costs of performing such remedial work and shall pay a surcharge of not more than thirty-five percent (35%) of the cost of the applicable remedial work, all such sums being payable upon demand and to be secured by the lien provided for in Article 8.01 hereof. No bids need be obtained for any of the work performed pursuant to this Article and the person(s) or company performing such work may be selected by the Master

Association in its sole discretion. There is hereby created an easement in favor of the Master Association, and its applicable designees over each Lot for the purpose of entering onto the Lot in the performance of the work herein described, provided that the notice requirements of this Article are complied with.

5.04 Additional Maintenance. Each Owner shall maintain, in accordance with the standards set forth in this Article, whether or not located on his Lot, (i) the street-side boundary line(s) of the Owner's Lot and the edge of the street's pavement, and (ii) the projections of the side boundary lines of the Lot to such pavement's edge. Without limiting the generality of the foregoing, each Owner shall be responsible for the maintenance of any portion of his driveway which extends beyond the Lot as well as any sidewalk, grass or other plant material located immediately adjacent thereto; provided, however, that if the Board of Directors of the Master Association or a Neighborhood Association, so elects, such Association may perform all or any portion of such maintenance obligations, on an ongoing or isolated basis, for purposes such as achieving an economy of scale or providing for uniform appearance. In the event maintenance is by a Neighborhood Association, the costs of such maintenance shall be borne only by the Owners within the affected Neighborhood in accordance with Section 8.02 hereof. Maintenance of sidewalks is further subject to the Bike Path Maintenance Agreements executed between Declarant and the Township, and attached as part of Exhibit "E". See Article 17 below.

ARTICLE 6.

THE CLUB

6.01 Rights of Access. The Declarant, the Club and its members (if any/and regardless of whether same are Owners hereunder), guests, employees, agents, contractors and invitees, and the general public if invited by the Club Owner shall at all times have a right and non-exclusive easement of access and use over all roadways located within the Property reasonably necessary to travel from/to the entrance of the Property from a publicly dedicated street or road to and from the Club, and, further, over those portions of the Property (whether Common Areas or otherwise) reasonably necessary for the use, operation, maintenance, repair and replacement of the Club and its facilities.

6.02 Conveyance of Club. At the recording of this Declaration, it is the intention of the Club Owner to operate the Club as a golf course open to the general public. All persons, including all Owners, are hereby advised that no representations or warranties have been or are made by the Declarant or any other person or entity with regard to the development or continuing ownership or operation of the Club as same does or may hereafter exist, and no purported representation or warranty in such regard shall ever be effective without an amendment hereto executed or joined into by the Declarant. Further, the ownership or operational duties of and to the Club may change at any time and from time to time by virtue of, but without limitation, (a) the sale or assumption of operations of the Club by/to an independent person or entity, (b) the Club's entering into arrangements with other clubs located off of the Property, and establishing reciprocal use rights with such other clubs, or (c) the conveyance of the Club to the Master Association. Each Owner, by acceptance of a deed or other conveyance of a Lot, shall be deemed to acknowledge and agree that purchase of the Lot does not give the Owner any license or other rights to use the Club or any ownership, membership or other interest in the Club or its or their facilities. Membership in the Club, if ever offered, shall only be available upon the terms and conditions as may be determined from time to time by the respective owner(s) of the Club. Membership in the Club, if ever offered, shall be subject to the Club's Bylaws and rules and regulations governing members and membership (as the same may be amended from time to time). In accordance with the rules and regulations, members may be required to pay a purchase price, membership contribution, initiation fee or deposit, in addition to dues and other charges for Club membership. No representations, express or implied, have been made regarding the development, ownership, operation or use of the Club and the Club's facilities now or in the future.

6.03 Use of Ponds. Certain ponds and the Surface Water Management System, within the Property may be Common Property. Notwithstanding such ownership, and subject to approval of the County, the Township, and other governmental authorities having jurisdiction, the Club Owner shall have the right to use and direct the water in all ponds and the Surface Water Management System, in unlimited quantities, for the purpose of irrigation, watering and maintenance of the Club Property, subject to applicable laws and regulations. The Club Property shall have first priority for irrigation if there is insufficient water for irrigation needs.

6.04 Conveyance of the Club. All persons, including all Owners, are hereby advised that no representations or warranties have been or are made with regard to the Club by the Declarant, the Designated Lot Developer, the Master Association, or Builder or any person acting on behalf of any of the foregoing, and no purported representation or warranty in such regard, either written or oral,

shall be effective unless specifically set forth in a written instrument executed by the Club Owner. Furthermore, the ownership or operation of the Club may change at any time by virtue of, but without limitation, (i) the sale or assumption of the operations of the Club and/or the Club Property by other than the current owner, (ii) the establishment of an "equity" club or similar arrangement whereby the members of the Club or an entity owned or controlled by its members becomes the owner(s) and/or operator(s) of the Club; and (iii) the conveyance of the Club and/or the Club Property to one or more affiliates, partners, employees, officers, directors or independent contractors of the Declarant who operate the Club as a public or private golf course. No consent of the Association, any Neighborhood Association, or any Owner or any other party shall be required to effectuate any change in ownership or operation of the Club or the Club Property, for or without consideration and subject to or free of any mortgage, covenant, lien or other encumbrance.

6.05 View Impairment. Neither the Declarant, the Designated Lot Developer, the Master Association, any Builder nor the Club Owner guarantees or represents that any view over or across the Club Property or the Common Property or any public facilities from Lots shall be preserved without impairment. The owners of such property shall have no obligation to prune or thin trees or other landscaping, and shall have the right, in their sole and absolute discretion, to add trees and other landscaping and other improvements or changes to the Club Property, the Common Property or public facilities from time to time. In addition, the Club Owner may, in its sole and absolute discretion, change the location, configuration, size and elevation of the buildings, trees, bunkers, fairways, greens, and water bodies of the golf course, and may add new buildings, other structures and improvements and landscaping and signs from time to time. Any such additions or changes may diminish or obstruct any view from the Lots and any express or implied easements for view purposes or for the passage of light and air are hereby disclaimed.

6.06 Limitations on Amendments. In recognition of the fact that the provisions of this Article and Sections 4.11 and 4.12 are for the benefit of the Club, no amendment to this Article or to Sections 4.11 or 4.12 above, and no amendment in derogation thereof to any other provisions of this Declaration, may be made without the written approval thereof by the Club Owner. The foregoing shall also apply to any other provisions of this Declaration, which are, in the sole discretion of the Club Owner, for the benefit of the Club. The foregoing shall not apply, however, to amendments made by the Declarant.

ARTICLE 7.

CERTAIN USE RESTRICTIONS

7.01 Applicability. *The provisions of this Article 7 shall be applicable to all of the Property, but shall not be applicable to Declarant or any of its designees or Club Owner, the Club Property, or other property or Lots owned by Declarant, or their designees, nor shall this Article 7 shall be applicable to the Designated Lot Developer or any Builders or Lots owned by the Designated Lot Developer or a Builder.*

7.02 Land Use and Building Type. The Lots are designated for residential use only, subject to the reserved rights of Declarant and the Designated Lot Developer (and its builders), and further subject to the proviso that certain Lots on the Plats are Club Property, and shall be used for Club Purposes, and that the Association's clubhouse and fitness center shall also be located on a Lot. Except for Lots devoted to Club or Association uses, no building constructed on a Lot shall be used except for residential purposes, or as a related garage or guest house, if applicable. No building shall be erected, altered, placed or permitted to remain on any Lot other than one Unit. Subject always to Township approval, temporary uses by Declarant and Club Owner and their affiliates for model homes, sales displays, parking lots, sales offices, temporary club houses, maintenance buildings, and other offices, or any one or combination of such uses, shall be permitted until the permanent cessation of such uses takes place. No changes may be made in buildings erected by Declarant, the Designated Lot Developer or their affiliates (except if such changes are made by Declarant or the Designated Lot Developer) without the consent of the Architectural Control Committee and the Township.

7.03 Easements. Easements for installation of and maintenance of utilities are reserved as provided herein and as shown on the recorded Plats (or condominium plans) covering the Property (as such Plats or condominium plans are recorded from time to time). The area of each Lot covered by an easement and all improvements in the area shall be maintained continuously by the Owner of the Lot, except as provided herein to the contrary and except for installations for which a public authority or utility company is responsible. The appropriate water and sewer authority, electric utility company, telephone company, the Association, the Declarant and its affiliates, and the Designated Lot Developer and its affiliates, and their respective successors and assigns, shall have a perpetual easement for the installation and maintenance, all underground, of water lines, sanitary sewers, storm drains, and electric and telephone lines, cables and conduits, under and through the utility easements as shown on the Plats (or condominium plans).

7.04 Nuisances. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the occupants of other Lots. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question. ALL PERSONS ARE REFERRED TO SECTION 19.17 HEREOF WITH RESPECT TO CERTAIN ACTIVITIES OF DECLARANT.

7.05 Temporary Structures, Gas Tanks, Other Outdoor Equipment. Except as may be approved or used by Declarant, the Designated Lot Developer, or a Builder during construction and/or sales periods, no structure of a temporary character, or trailer, mobile home or recreational vehicle, shall be permitted on any Lots within the Property at any time or used at any time as a residence, either temporarily or permanently. No gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any Unit or on or about any ancillary building, except for gas tanks which are used for swimming pool heaters which are screened from view, one (1) gas cylinder (not to exceed 20 lbs. capacity) connected to a barbecue grill and/or such other tank as is designed and used for household purposes and approved by the Architectural Control Committee. Any outdoor equipment such as, but not limited to, pool pumps and water softening devices shall be completely screened from the view of anyone not standing on the Lot by the use of landscaping or other means (in any event, as approved by the Architectural Control Committee); provided, however, that the use of such screening shall not obviate the requirement that the installation of any such equipment nevertheless be approved by the Architectural Control Committee.

7.06 Signs. No sign of any kind shall be displayed to the public view on any Lot except as allowed by Township ordinances (including without limitation the sign ordinance). Subject always to Township approval and to any stricter requirement of the Township's sign and other ordinances, only the following signs may be displayed to the public on any Lot used for a residential dwelling:

- (a) The sales agent for the Declarant, the Designated Lot Developer, or a Builder may place one professional sign advertising the Unit for sale.
- (b) One (1) "for sale" sign may be displayed under the following conditions:
 - (i) The sign may identify the property, the owner or agent and the address and telephone number of the owner or agent relative to the premises upon which the sign is located.
 - (ii) The face surface of such sign shall not be larger than *eight (8)* inches in width and *eight (8)* inches in height, including, any rider thereto.
 - (iii) The sign shall be constructed of metal, plastic, wood or pressed wood and shall be fastened to a supporting member constructed of angle iron not exceeding one (1) inch by one (1) inch or a two (2) inch by two (2) inch wooden post, provided that said supporting member shall be all white or all black in color and have no letters or numbers upon it.
 - (iv) The supporting member shall be driven into the ground to provide that the top of the face of such sign shall not be more than four (4) feet above the finished grade of the ground.
 - (v) All such signs shall be lettered professionally, but such signs shall not be required to be submitted to the Association for approval.
 - (vi) Such sign shall be so erected or placed that its center line is parallel or perpendicular to the front property line.
 - (vii) Such sign shall not be erected or placed closer than five (5) feet from the front of the property line (as opposed to the adjacent street, if different).
 - (viii) Nothing contained herein shall be construed as prohibiting the same wording from being on both the front and the back of the sign.

- (ix) Where such sign is suspended from an arm of the support, such arm shall not exceed a length of *sixteen* (16) inches.
- (x) All such signs shall be erected on a temporary basis.
- (xi) Such sign shall be kept in good repair and shall not be illuminated or constructed of a reflective material and shall not contain any flags, streamers, movable items or like devices.
- (xii) Any such sign shall be removed within five (5) days from the date a binding agreement is entered into for the sale, lease or rental of the property or immediately upon the removal of the property from the market, whichever occurs first.
- (xiii) No sign shall be placed on any Common Property.

7.07 Pets, Livestock and Poultry. No animals, reptiles, wildlife, livestock or poultry of any kind shall be raised, bred or kept on any Lot for any commercial purpose. Further, no animals or pets of any kind shall be permitted to become a nuisance or annoyance to any neighbor by reason of barking or otherwise. No dogs or other pets shall be permitted to have excretions on any Common Property, except areas designated by the Association, if any, and Owners shall be responsible to clean-up any such excretions. **ALL PETS SHALL BE KEPT ON A LEASH WHEN NOT IN THE APPLICABLE UNIT OR FULLY ENCLOSED IN REAR YARD.** Pets shall also be subject to all applicable rules and regulations.

7.08 Visibility at Intersections. No obstruction to visibility at street intersections or Common Property intersections shall be permitted; provided that the Association shall not be liable in any manner to any person or entity, including Owners and Members Permittees, for any damages, injuries or deaths arising from any violation of this Section.

7.09 Commercial Vehicles, Trucks, Trailers, Campers and Boats. No commercial vehicles, or campers, mobile homes, motor homes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers, horse trailers or horse vans, shall be permitted to be parked or to be stored at any place on the Property, nor in dedicated areas, except in (i) enclosed garages or (ii) spaces for some or all of the above specifically designated by Declarant or the Association, if any. For purposes of this Section, "commercial vehicles" shall mean those which are not designed and used for customary, personal/family purposes. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. The prohibitions on parking contained in this Section shall not apply to temporary parking of trucks and commercial vehicles, such as for construction use or providing pick-up and delivery and other commercial services, nor to passenger-type vans (with windows) for personal use which are in acceptable condition in the sole opinion of the Board (which favorable opinion may be changed at any time), nor to any vehicles of Declarant or its affiliates. All Owners and other occupants of Units are advised to consult with the Association prior to purchasing, or bringing onto the Property, any type of vehicle other than a passenger car inasmuch as such other type of vehicle may not be permitted to be kept within the Property. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations now or hereafter adopted may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "commercial vehicle" shall also mean campers, mobile homes and trailers. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

7.10 Parking on Common Property and Lots/Garages. No vehicles of any type shall be parked on any portion of the Common Property (including private roadways) except to the extent, if at all, a portion(s) of the Common Property is specifically designated for such purposes. All Owners and Members Permittees shall use at least one (1) space in their respective garages for the parking of a vehicle. In the event that such a party keeps a boat on a trailer (or some other vehicle or trailer) in the party's garage, the other space shall still be used for vehicular parking. Garage doors shall be kept closed at all times except when in actual use and during reasonably limited periods when the garage is being cleaned or other activities are being conducted therefrom which reasonably require the doors to be left open. No parking shall be permitted on any portion of a Lot except its driveway and garage.

7.11 Garbage and Trash Disposal. No garbage, refuse, trash or rubbish (including materials for recycling) shall be placed

outside of a Unit except as permitted by the Association. The requirements from time to time of the applicable governmental authority or other company or association for disposal or collection of waste shall be followed. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Containers must be rigid plastic, no less than 20 gallons or more than 32 gallons in capacity, and well sealed. Such containers may not be placed out for collection sooner than 24 hours prior to scheduled collection and must be removed within 12 hours of collection. In the event that an Owner or occupant of a Lot keeps containers for recyclable materials thereon, same shall be deemed to be refuse containers for the purposes of this Section.

7.12 Fences, Walls and Hedges. No fence, wall or other structure shall be erected on any Lot, and no hedge shall be planted, except as originally installed by Declarant or its affiliates or approved by the Architectural Control Committee. In considering any request for the approval of a fence or wall or a hedge or other landscaping, the Architectural Control Committee shall give due consideration to the possibility of same obstructing the view from any adjoining Lot or Common Area and may condition its approval on the hedge or other landscaping being kept to specific height. All persons are advised that many fences and walls may be prohibited altogether or, if approved, may be subject to stringent standards and requirements.

7.13 No Drying. No clothing, laundry or wash shall be aired or dried on any portion of the Property except on a portion of a Lot which is completely screened from the view of all persons other than those on the Lot itself.

7.14 Unit Air Conditioners and Reflective Materials. No air conditioning units may be mounted through windows or walls. No building shall have any aluminum foil placed in any window or glass door or any reflective substance or other materials (except standard window treatments) placed on any glass, except such as may be approved by the Architectural Control Committee for energy conservation purposes.

7.15 Exterior Antennas. No exterior antennae receiving devices, or satellite dishes of any kind or nature whether freestanding or mounted upon any Residence or other Structure shall be permitted, unless: (a) the device is a so-called "mini-dish" (not to exceed 18 inches in diameter) located in a location that is off the front of the Home and approved by the Architectural Control Committee; or (b) the Architectural Control Committee determines in its sole discretion that the absence of an outside antenna causes substantial hardship with respect to a particular Site.

7.16 Renewable Resource Devices. Nothing in this Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, that same shall be installed only in accordance with the reasonable standards adopted from time to time by the Architectural Control Committee and with such Committee's approval. Such standards shall be reasonably calculated to maintain the aesthetic integrity of the Property without making the cost of the aforesaid devices prohibitively expensive.

7.17 Driveway and Sidewalk Surfaces. All sidewalks shall be constructed, maintained, repaired and replaced in accordance with Township and/or Wayne County construction standards and specifications. No Owner shall install on a Lot, and the Architectural Control Committee shall not approve, any sidewalk or driveway which has a surface material and/or color which is different from the materials and colors originally used or approved. Further, no Owner shall change any existing sidewalk or driveway in a manner inconsistent with this Section.

7.18 Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Lot without the prior approval of the Architectural Control Committee.

7.19 Conservation Areas. The Conservation Areas shall be subject to the use restrictions set forth in Section 4.04 above.

7.20 Club Property. No person shall enter the Club Property, including jogging or skiing thereon, without the prior approval of the Club Owner.

7.21 Club Nuisance. No person shall engage in any obnoxious, offensive, unsightly or noisy activity which shall affect player's performance on the Club Property. *Declarant shall have the unilateral right to prohibit construction activities during any golf tournament on the Club Property.* Furthermore, all Owners, as well as their families, tenants, guests, invitees and pets, shall be obligated to refrain from any actions which would distract from the playing qualities of the golf course or the Club Property. Prohibited activities shall include, but not be limited to, the maintenance of dogs or other pets under conditions which interfere with golf course play due to their loud barking or other actions, playing of loud radios, televisions, stereos or musical instruments, running,

bicycling, skateboarding, walking or trespassing in any way on the Club Property, picking up or moving golf balls, or similar interference with play. In addition, no person by virtue of this Declaration or their ownership of a Lot shall have any right to use any portion of any golf cart path system, including any portion thereof which may be situated upon the Owner's Properties. The provisions of this Section may be enforced by the Club Owner.

7.22 Variances. The Board of Directors of the Association, the Declarant and the Designated Lot Developer as to its Properties, shall have the right and power to grant variances from the provisions of this Article 7 and from the Association's rules and regulations for good cause shown, as determined in the reasonable discretion of the Board. No variance granted as aforesaid shall alter, waive or impair the operation or effect of the provisions of this Article 7 in any instance in which such variance is not granted.

7.23 Additional Rules and Regulations. At any time the Board may, without the necessity of recording an amendment hereto or thereto in the public records, adopt additional rules and regulations of the Association which are incorporated herein by this reference and which, as may be the foregoing, may be modified, in whole or in part. The Board of Directors may also adopt rules and regulations applicable to a specific Neighborhood(s) in order to reflect any unique characteristics thereof.

7.24 Declarant, the Designated Lot Developer, Builder and Club Owner Exemption. In order that the development of the Property may be undertaken and the Property established as a fully occupied community, no Owner, nor the Master Association, nor any Neighborhood Association shall do anything to interfere with Declarant's, the Designated Lot Developer's, Builder's, or Club Owner's activities. Without limiting the generality of the foregoing, nothing in this Declaration shall be understood or construed to:

- (a) Prevent Declarant, the Designated Lot Developer, Builder(s) or Club Owner, their successors or assigns, or its or their contractors or subcontractors, from doing on any property owned by them whatever they determine to be necessary or advisable in connection with the completion of the development of the Property, including without limitation, the alteration of its construction plans and designs as Declarant (or the Designated Lot Developer as to its Properties) deems advisable in the course of development of all models or sketches showing plans for future development of the Property, as same may be expanded, may be modified by the Declarant (or the Designated Lot Developer as to its Properties) at any time and from time to time, without notice; or
- (b) Prevent Declarant, the Designated Lot Developer, Builder(s) or Club Owner, their successors or assigns, or its or their contractors, subcontractors or representatives, from erecting, constructing and maintaining on any property owned or controlled by Declarant, the Designated Lot Developer, Builder(s) or Club Owner, or their successors or assigns or its or their contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its or their business of completing said development and establishing the Property as a community and disposing of the same by sale, lease or otherwise; or
- (c) Prevent Declarant, the Designated Lot Developer, Builder(s) or Club Owner, their successors or assigns, or its or their contractors or subcontractors, from conducting on any property owned or controlled by Declarant, the Designated Lot Developer, Builder(s) or its successors or assigns, its or their business of developing, subdividing, grading and constructing improvements in the Property and of disposing of Lots and/or Units therein by sale, lease or otherwise; or
- (d) Prevent Declarant, the Designated Lot Developer, Builder(s) or Club Owner, their successors or assigns, from determining in their sole discretion the nature of any type of improvements to be initially constructed as part of the Property; or
- (e) Prevent Declarant, the Designated Lot Developer, Builder(s) or Club Owner, their successors or assigns or its or their contractors or subcontractors, from maintaining such sign or signs on any property owned or controlled by any of them as may be necessary in connection with the operation of any of the Property owned by Declarant, the Designated Lot Developer, Builder(s), or Club Owner (their successors or assigns) or the sale, lease or other marketing of Lots and/or Units or Club memberships, or otherwise in taking such other actions deemed appropriate; or
- (f) Prevent Declarant, the Designated Lot Developer, Builder(s) or its or their successors or assigns from filing supplemental Declarations which modify or amend this Declaration, or which add or withdraw additional property as otherwise provided in this Declaration; or
- (g) Prevent Declarant from modifying, changing, re-configuring, removing or otherwise altering any improvements situated on the Common Property.

(h) In general, the Declarant the Designated Lot Developer, Builder(s), and Club Owner shall be exempt from all restrictions set forth in this Declaration to the extent such restrictions interfere in any matter with Declarant's, the Designated Lot Developer, Builder(s), or Club Owner's plans for construction, development, use, sale or other disposition of the Property, or any part thereof.

ARTICLE 8.

COVENANT FOR MAINTENANCE ASSESSMENTS

8.01 Creation of the Lien and Personal Obligation for Assessments. Except as provided elsewhere herein, Declarant (and each party joining in any Supplemental Declaration), for all Lots now or hereafter located within the Property and for the Club Property, hereby covenants and agrees, and each Owner of any Lot and the Club Owner by acceptance of a deed therefor or other conveyance thereof, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association annual assessments and charges for the operation of, and for payment of expenses allocated or assessed to or through the Association, of and for the maintenance, management, operation and insurance of the Common Property (including, without limitation, pedestrian paths, sidewalks and bike paths) and the Master Association and any applicable Community Systems as provided elsewhere herein, including such reasonable reserves as the Association may deem necessary, capital improvement assessments, as provided in Section 8.05 hereof, special assessments as provided in Section 8.04 hereof and all other charges and assessments hereinafter referred to or lawfully imposed by or on the Association, all such assessments to be fixed, established and collected from time to time as herein provided. In addition, special assessments may be levied against particular Owners and Lots for expenses incurred against particular Lots and/or Owners to the exclusion of others and other charges against specific Lots or Owners as contemplated in this Declaration. The annual, special and other assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such property at the time the assessment fell due and of all subsequent Owners until paid, except as provided in Section 8.09 below. Reference herein to assessments shall be understood to include reference to any and all of said charges whether or not specifically mentioned.

8.02 Rates of Assessments. Assessments shall be made against each Lot equally. The Club Property shall be exempt from assessments. Declarant, without the joinder and approval of any party (prior to the time Members other than the Declarant are entitled to elect the majority of the members of the Board of the Association) may amend this provision by a Supplemental Declaration to reflect any reduction in the total number of Lots within the Property, due to zoning changes or market decisions to reduce the total number of Units which may be developed within the Property, or additions to the total number of Units, if additional property approved for additional Units is added to the Property. The Board of Directors shall budget and adopt assessments for the Association's general expenses and for those expense items associated with any Limited Common Property (which may be declared hereby or in any Supplemental Declaration by the Declarant or the Designated Lot Developer alone, and, notwithstanding anything to the contrary contained in this Declaration, the expenses attributable to Limited Common Property shall become solely by those persons entitled to use of the Limited Common Property, unless otherwise provided hereunder in such Supplemental Declaration).

8.03 Purpose of Assessments. The regular assessments levied by the Association shall be used for the purposes expressed in Section 8.01 above and for such other purposes as the Association shall have within its powers and from time to time to undertake.

8.04 Special Assessments. In addition to the regular and capital improvement assessments which are or may be levied hereunder, the Association (through the Board of Directors) shall have the right to levy special assessments against an Owner(s) to the exclusion of other Owners (a) for the repair or replacement of damage to any portion of the Common Property (including, without limitation, improvements and landscaping thereon) caused by the misuse, negligence or other action or inaction of an Owner or his member's Permittee(s), (b) for the costs of work performed by the Association in accordance with Article 5 of this Declaration together with any surcharges collectible thereunder), (c) to obtain funds for a specific purpose(s) which is of a non-recurring nature, for which no reserve funds (or inadequate reserve funds) have been collected or allocated, and which is not the appropriate subject of a capital improvement assessment. Any such special assessment shall be subject to all of the applicable provisions of this Article including, without limitation, lien filing and foreclosure procedures and late charges and interest. Any special assessment levied hereunder shall be due within the time specified by the Board of Directors in the action imposing such assessment or may be of an ongoing nature, as provided in Article 5 hereof.

8.05 Capital Improvements. Funds which, in the aggregate, exceed the lesser of \$50,000.00 or 10% of the total amount of the current operating budget of the Association in any one fiscal year which are necessary for the addition of capital improvements (as distinguished from repairs and maintenance, including repairs and replacement pursuant to Article 13 hereof) relating to the Common Property and which have not previously been collected as reserves or are not otherwise available to the Association (other than by borrowing) shall be levied by the Association as assessments only upon approval of a majority of the Board of Directors of the Association and upon approval by two-thirds (2/3) of the Members of the Association. The costs of any of the aforesaid work which are less than the above-specified threshold amount shall be collected as general or special assessments upon approval of a majority of the Association's Board of Directors.

8.06 Date of Commencement of Annual Assessments; Due Dates. The annual regular assessments provided for in this Article shall commence on the first day of the month next following the conveyance of the first Lot by Declarant to an unrelated party and shall be applicable through December 31 of such year. Each subsequent annual assessment shall be imposed for the year beginning January 1 and ending December 31. The annual assessments shall be payable in advance in monthly installments, or in annual, semi- or quarter-annual installments if so determined by the Board of Directors of the Association (absent which determination they shall be payable quarterly). The assessment amount (and applicable installments) may be changed at any time by said Board from that originally stipulated or from any other assessment that is in the future adopted. The original assessment for any year shall be levied for the calendar year (to be reconsidered and amended, if necessary, at any appropriate time during the year), but the amount of any revised assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months (or other appropriate installments) remaining in such calendar year. The due date of any special assessment or capital improvement assessment shall be fixed in the Board resolution authorizing such assessment. In addition, each Owner of a Lot (other than Declarant, the Designated Lot Developer, or a Builder) shall pay a capital contribution equal to three (3) months' regular assessment upon the initial conveyance of a Lot from Declarant, the Designated Lot Developer, or a Builder to an Owner. Capital Contributions shall not be required for any conveyance of the Club Property, nor shall such contribution be due upon the conveyance of a Lot to a Builder, the Designated Lot Developer, or a successor to Declarant.

8.07 Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against the Lots subject to the Association's jurisdiction for each assessment period, to the extent practicable, at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto twenty (20) days prior to payment of the first installment thereof, except as to special assessments. In the event no such notice of the assessments for a new assessment period is given, the amount payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein. The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firms or corporations (including affiliates of Declarant) for management services, including the administration of budgets and assessments as herein provided. The Association shall have all other powers provided in its Articles of Incorporation and Bylaws.

8.08 Effect of Non-Payment of Assessment; the Personal Obligation; the Lien, Remedies of the Association. If the assessments (or installments) provided for herein are not paid on the date(s) when due (being the date(s) specified herein or pursuant hereto), then such assessments (or installments) shall become delinquent and shall, together with late charges, interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns. Except as provided in Section 8.09 to the contrary, the personal obligation of an Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both. If any installment of an assessment is not paid within fifteen (15) days after the due date, at the option of the Association, a late charge not greater than the amount of such unpaid installment may be imposed (provided that only one late charge may be imposed on any one unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges; provided further, however, that each other installment thereafter coming due shall be subject to one late charge each as aforesaid) or the next twelve (12) months' worth of installments may be accelerated and become immediately due and payable in full and all such sums shall bear interest from the dates when due until paid at the highest lawful rate (or, if there is no highest lawful rate, 18% per annum) and the Association may bring an action at law against the Owner(s) 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 and late charges are unpaid, may foreclose the lien against the Lot on which the assessments and late charges are unpaid, or may pursue one or more of such remedies at the same time or successively, and attorneys' fees and costs actually incurred in preparing and filing the claim of lien and the complaint, if any, and prosecuting same, in such action shall be added to the

amount of such assessments, late charges and interest secured by the lien, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees actually incurred together with the costs of the action, through all applicable appellate levels. In the case of an acceleration of the next twelve (12) months' of installments, each installment so accelerated shall be deemed, initially, equal to the amount of the then most current delinquent installment, provided that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the Lot whose installments were so accelerated shall continue to be liable for the balance due by reason of such increase and special assessments against such Lot shall be levied by the Association for such purpose. In addition to the rights of collection of assessments stated in this Section, 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 the occupancy of such Lot or the enjoyment of the Common Property 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 the mortgagees and purchasers contemplated by Section 8.09 below. All assessments, late charges, interest, penalties, fines, attorney's fees and other sums provided for herein shall accrue to the benefit of the Association. In addition to other remedies, the Association voting rights of any Owner whose regular annual assessments are past due for a period in excess of 90 days shall be suspended.

Unless delegated to a Neighborhood Association by the Master Association, it shall be the legal duty and responsibility of the Master Association to enforce payment of the assessments hereunder. Failure of a collecting entity to send or deliver bills or notices of assessments shall not, however, relieve Owners from their obligations hereunder. As provided in Sections 1.01(d) and 1.01(u) above, no more than four (4) Neighborhood Associations shall be created within the Property.

The Master 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.

8.09 Subordination of the Lien. The lien of the assessments provided for in this Article 8 shall be subordinate to real property tax liens and 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 coming due after such foreclosure (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.

8.10 Collection of Assessments. Assessments levied pursuant hereto shall be collected in the manner provided in Section 10.04 of this Declaration. In the event that at any time said manner provides for collection of assessments levied pursuant hereto by an entity other than the Master Association, all references herein to collection (but not necessarily enforcement) by the Master Association shall be deemed to refer to the other entity performing such collection duties and the obligations of Owners to pay assessments shall be satisfied by making such payments to the applicable collecting entity.

8.11 Declarant's and the Designated Lot Developer's Assessments. Notwithstanding anything herein to the contrary, Declarant and the Designated Lot Developer, as to its Property shall have the option, in its and their sole discretion, to (i) pay assessments on the Lots owned by it, or (ii) not pay assessments on any Lots and in lieu thereof fund any resulting deficit in the Association's operating expenses not produced by assessments receivable from Owners other than Declarant and/or the Designated Lot Developer, as the case may be, strictly in proportion to the Lots owned by such party. The deficit to be paid under option (ii), above, shall be determined by allocating, to Declarant and the Designated Lot Developer in proportion to the Lots within the Property owned by each of them, the difference between (a) actual operating expenses of the Association (exclusive of capital improvement costs and reserves) and (b) the sum of all monies receivable by the Association (including, without limitation, assessments, interest, late charges, and incidental income) and any surplus carried forward from the preceding year(s). Declarant and the Designated Lot Developer as to its Property may from time to time change the option under which Declarant (or the Designated Lot Developer, as the case may be) is making payments to the Association by written notice to such effect to the Association. When all Lots within the Property are sold and conveyed to the initial purchasers of homes built on the Lots, neither Declarant, the Designated Lot Developer, nor its or their affiliates shall have further liability of any kind to the Association for the payment of assessments, deficits or contributions.

8.12 Association Funds. The portion of all regular assessments collected by the Association for reserves for future expenses, and the entire amount of all special and capital assessments, shall be held by the Association and may be invested in interest

earing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, or deposits of which are insured by an agency of the United States.

ARTICLE 9.

ARCHITECTURAL CONTROL; GENERAL POWERS

The following provisions of this Article 9 are subject to those of Article 10 hereof. Accordingly, this Article shall be operative only so long as the Master Association is performing (subject to later delegation) architectural control duties and powers in the manner provided in Article 9.

9.01 Members of Committee. The Architectural Control Committee, sometimes referred to in this Declaration as the "Committee", shall consist of at least one (1) member. The initial member(s) of the Committee shall consist of person(s) designated by Declarant. Each of the initial member(s) shall hold office until all Lots and improvements planned for the Property have been constructed and conveyed (if appropriate), or sooner at the option of Declarant. Thereafter, each new member of the Committee shall be appointed by the Board of Directors and shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. Member(s) of the Committee (other than those appointed or designated by the Declarant) may be removed by the Board of Directors at any time without cause. Member(s) of the Committee appointed or designated by the Declarant may only be removed by the Declarant.

9.02 Review of Proposed Construction. Subject to Section 9.09 below, no building, fence, wall or other structures or improvement (including, but not limited to, landscaping, basketball hoops, play structures, birdhouses, other pet houses, swales, asphaltting or other improvements or changes of any kind) shall be commenced, altered, painted, erected or maintained in the Property, nor shall any addition, change or alteration (including paint or exterior finishing) visible from the exterior of any Unit be made, nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs of buildings or other improvements, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by, the Committee. The Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby, in the locations indicated, will not be detrimental to the appearance of the Property as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and landscaping and is otherwise desirable. If the proposed construction, alterations or additions are to common elements of a site condominium, said approval shall also be subject to the prior approval of the applicable condominium association. The Committee may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the Committee of any required plans and specifications, the Committee may postpone review of any plans submitted for approval. The Committee shall have forty-five (45) days after delivery of all required materials to approve or reject any such plans, and if not rejected within such forty-five (45) day period, said plans shall be deemed approved. All work done by a Member after receiving the approval of the Committee shall be subject to the inspection by, and final approval of, the Committee in accordance with its procedural rules adopted as herein provided.

All changes and alterations shall also be subject to all applicable permit requirements and to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees.

9.03 Meetings of the Committee. The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time, by resolution unanimously adopted in writing, designate a Committee representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Section 9.08 hereof. In the absence of such designation, the vote of any two (2) members of the Committee shall constitute an act of the Committee.

9.04 No Waiver of Future Approvals. The approval of the Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters subsequently or additionally submitted for approval or consent.

9.05 Compensation of Members. The members of the Committee may receive reasonable compensation for services rendered.

9.06 Committee Rules. The Committee shall adopt reasonable rules of procedure and standards for the submission and view of any matter to be brought before it and the inspection and final approval of any completed work done pursuant to an approval of the Committee. Such rules shall be (i) subject to the prior approval of the Board of Directors, (ii) consistent with the covenants and restrictions set forth in this Declaration and (iii) published or otherwise made available to all Members and their contractors, subcontractors and other appropriate designees. All rules of the Committee shall be adopted and/or amended by a majority vote thereof, provided that no amendment shall be applicable to any matter submitted to the Committee prior to the making of such amendment.

9.07 Non-Liability of Committee Members. Neither the Master Association, the Board of Directors, the Committee nor any member thereof, nor any duly authorized representative of any of the foregoing, shall be liable to any Neighborhood Association or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of the Committee's duties hereunder. The Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition solely on the basis of aesthetic considerations and the benefit or detriment which would result to the immediate vicinity and to the Property, generally. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, or warranty as to, any plan or design from the standpoint of structural safety or conformance with building or other codes. The approval of any proposed improvements or alterations by the Architectural Control Committee shall not constitute a warranty or approval as to, and neither the Master Association nor any member or representative of the Architectural Control Committee or the Board of Directors shall be liable for, the safety, soundness, workmanship, materials or usefulness for any purpose of any such improvement or alteration nor as to its compliance with governmental or industry codes or standards. By submitting a request for the approval of any improvement or alteration, the requesting Owner shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid members and representatives, and the Master Association generally, from and for any loss, claim or damages connected with the aforesaid aspects of the improvements or alterations.

9.08 Variance. The Committee may authorize variances from compliance with any of the architectural control provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require, but only in accordance with its duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (i) be effective unless in writing, (ii) be contrary to the restrictions set forth in this Declaration, or (iii) estop the Committee from denying a variance in other circumstances. Moreover, no such variance is effective, in any way, to modify Township requirements. All persons acquiring any interest in the Property, including without limitation the Lot Owners, are advised that a variance from this Declaration does not relieve the Lot Owner or other interested person from the compliance with the Township's zoning and other ordinances.

9.09 Exemptions. Declarant, the Designated Lot Developer, and the Designated Lot Developer's Builders, and its and/or their affiliates shall be exempt from the provisions hereof with respect to new construction, alterations and additions desired to be effected by any of them and shall not be obligated to obtain Committee approval for any construction or changes which any of them may elect to make at any time. The Club Owner and the Club Property are also exempt from these provisions.

ARTICLE 10.

MASTER ASSOCIATION AND NEIGHBORHOOD ASSOCIATIONS

10.01 Preamble. In order to ensure the orderly development, operation and maintenance of the Property, including the Property subject to the administration of the Neighborhood Associations as integrated parts of the Property, this Article has been promulgated for the purposes of (a) giving the Master Association certain powers to effectuate such goal, (b) providing for intended (but not guaranteed) economies of scale and (c) establishing the framework of the mechanism through which the foregoing may be accomplished.

10.02 Cumulative Effect, Conflict. The covenants, restrictions and provisions of this Declaration shall be cumulative with those of the Neighborhood Associations and the Master Association may, but shall not be required to, enforce the latter; provided,

however, that in the event of conflict between or among such covenants, restrictions and provisions, or any articles of incorporation, Bylaws, rules and regulations, policies or practices adopted or carried out pursuant thereto, those of the Neighborhood Associations shall be subject and subordinate to this Declaration. The foregoing priorities shall apply, but not be limited to, the liens for assessments created in favor of the Master Association and the Neighborhood Associations as provided for herein.

10.03 Architectural Control, Maintenance and Use Restrictions. All architectural control, Lot and Unit maintenance requirements and use restrictions provided for in or pursuant to this Declaration shall, initially, be exercised and enforced by the Master Association. However, the Master Association may delegate to a Neighborhood Association(s) (if any are created) all or any part of such rights/duties, on an exclusive or non-exclusive basis, upon written notice recorded in the Public Records of the County. As long as the Master Association performs architectural control functions, no Neighborhood Association shall do so unless such functions are specifically delegated to it by the Master Association.

A. Residential Lots. No Lot subject hereto shall be used except for residential purposes. No Lot in the Subdivision shall be used or shall have any improvement made to it or erected upon it in violation of the ordinances or requirements of Township or such other governmental entity as may have jurisdiction thereover. No Structure shall be erected, altered, placed or permitted to remain on any Lot subject hereto other than one (1) detached Unit which shall include an attached private garage for not more than four (4) cars for the sole use of the Lot Owner or occupant of the Lot upon which such Unit and garage shall have been erected; provided, that each Dwelling constructed upon any Lot shall have at least a two (2) car garage attached thereto, constructed at the time of and in conjunction with construction of such Dwelling; and subject, further, to the additional covenants, conditions and restrictions hereinafter set forth and imposed upon and against the Lots, or any portions thereof.

B. Square Footage and Type of Construction. The Declarant intends and desires that all Dwellings in the Subdivision be architecturally harmonious and architecturally pleasing and that the design and location of such Dwellings take into account the preservation of trees and the natural environment of the Subdivision. Architectural standards will be established with respect to elevations and materials, which, within limits established by Declarant, shall both preserve uniform architectural quality and permit reasonable diversity and uniqueness among the homes. In any row of four adjacent homes, no two will have the same front elevation designs. All Dwellings within the Subdivision shall contain the following minimum square footage requirements:

1. 99' Wide and under Lots;

- a. Single story: 1800 square feet;
- b. One and one-half story (master bedroom on first floor, split level): 1900 square feet, with at least 1,600 square feet on the first floor; and
- c. Two story: 2200 square feet.

2. Over 99' Wide Lots

- a. Single story: 2000 square feet;
- b. One and one-half story (master bedroom on first floor, split level): 2100 square feet, with at least 1,600 square feet on the first floor; and
- c. Two story: 2300 square feet.

3. Tournament Drive between Sheldon Road and the Turnabout.

Attached as Exhibit "E" are the Special Building and Use Restrictions that apply to the Lots on Tournament Drive between Sheldon Road and the turnabout.

The square footage areas of any garage or basement shall not be included in computing whether the foregoing minimum square footage requirements have been met. The square footage area of any two-story rooms shall be limited to the useable floor area of the room (i.e., the floor area of two-story rooms will not be doubled in determining the square footage of a Dwelling). The front elevation of each Unit shall include 60% brick or stone, or a combination of brick and stone. The balance of each Unit shall have brick to the belt on all rear and side elevations, but excluding bay windows and "add ons" to the Unit. Every Unit shall have wood windows or metal or vinyl clad windows. All exterior walls above grade shall be of brick, stone, masonry and/or wood, stucco, masonite board, shingle or other material approved by the Architectural Control Committee. Aluminum siding or asbestos or asphalt shingles shall not be used on the exterior walls of any floor of any dwelling. No construction contrary to the provisions of this Article 10, Section 10.3 shall be permitted unless prior written approval for same shall first have been obtained from Declarant or the Architectural Control Committee.

C. Lot Size. No Lot shall be divided and/or reduced in size by the conveyance of a part thereof, or by the use and/or addition of a part thereof in conjunction with or as part of any adjacent Lot to constitute a building site other than precisely as indicated within the recorded Plat of the Subdivision; provided, however, that adjacent Lots may be combined to form a single building site comprised of two Lots. If any of the Lots shall be altered and reduced in total area by the taking, use or purchase of a portion thereof for a public purpose by a public agency, this provision shall not apply to prohibit the construction of a Dwelling upon such Lot as reduced in size.

D. Other Limitations. No Dwelling shall be placed, erected, installed or located on any Lot nearer to the front, side or rear Lot line than permitted under the Planned Unit Development Agreement, as amended.

E. Trees. All Lot Owners (and land contract and option purchasers of any Lot from Declarant) shall comply with the Township's woodlands ordinance then in effect, if any, in connection with any proposed tree removal.

F. Nuisances. No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the other Lots or Lot Owners.

G. Restrictions on the Use of Common Property.

1. Motor Vehicles. All vehicles propelled by a motor, other than those used for maintenance purposes, including but not limited to snowmobiles, all-terrain vehicles, motorcycles, mopeds, boats (except as permitted in paragraph 2), automobiles, trucks and vans, are expressly prohibited from operation or storage in the Common Areas.

2. Structures. No wall, building or Structure may be constructed nor any development or improvement done in the Common Areas without the prior written consent and approval of the Architectural Control Committee and all government agencies having jurisdiction.

3. Refuse and Storage. The Common Property shall not be used as a dumping ground for storage or disposal of rubbish, trash, garbage or other materials.

4. Pets. No Lot Owner shall allow the Lot Owner's dog or any other pet to run loose in the Common Property. No Lot Owner shall keep any dangerous or exotic pets nor more than two cats or two dogs or one cat and one dog.

5. Passive Use of the Common Property. The Common Property shall be used only for passive recreation and for no other purpose. Golfing and all other active sports are prohibited. Activities in the Common Property shall be carried on in such a manner as to avoid disturbing or otherwise offending other Lot Owners. No firearms, air rifles, pellet or B-B guns, bows and arrows, sling shots or other weapons are allowed in the Common Property.

6. Fertilizer and Pesticide Use. No Lot Owner shall apply fertilizer or pesticides to such Lot Owner's lawn except in strict compliance with guidelines established by the Board of Directors in consultation with the Township's consulting landscape architect. No Lot Owner shall cause any pollutants or debris to be released in

any Lakes.

7. Wild Life. No Lot Owner shall permit or suffer the molestation or destruction of wild ducks, geese, birds or other wild life in the Common Property.

8. Liability Insurance. The Association shall maintain liability insurance in sufficient amounts for the purpose of protecting itself as well as the Lot Owners and the Declarant from the burden of liability resulting from accidents which may cause death or injury to anyone while in the Common Property, or on property under the jurisdiction or control of the Association.

9. Rules and Regulations. The Architectural Control Committee shall have the right to publish from time to time reasonable rules and regulations consistent herewith governing the use of the Common Property as well as other matters relating thereto.

10.04 Collection of Assessments. The Master Association shall have the option to collect its assessments directly from the Lot Owners, or such collection process may be delegated to one or more Neighborhood Association(s).

10.05 Delegation of Other Duties. The Master Association shall have the right to delegate to a Neighborhood Association, on an exclusive or non-exclusive basis, such duties not specifically described in this Section as the Master Association shall deem appropriate, provided that such duties have a reasonable relationship (by virtue of function or location) to the Neighborhood Association or its respective property. Such delegation shall be made by written notice to the Neighborhood Association, which shall be effective no earlier than thirty (30) days from the date it is given. Any delegation made pursuant hereto may be modified or revoked by the Master Association at any time.

10.06 Acceptance of Delegated Duties. Whenever the Master Association delegates any duty to a Neighborhood Association pursuant to this Section, the Neighborhood Association shall be deemed to have automatically accepted same and to have agreed to indemnify, defend and hold harmless the Master Association for all liabilities, losses, damages and expenses (including attorneys' fees actually incurred and court costs, through all appellate levels) arising from or connected with the Neighborhood Association's performance, non-performance or negligent performance thereof. All Neighborhood Associations shall be responsible to the Master Association for maintaining adequate liability and other insurance covering injuries, deaths, losses or damages arising from or connected with the Neighborhood Association's performance or nonperformance of its duties hereunder.

10.07 Expense Allocations. The Master Association may, by written notice given to the affected Neighborhood Association at least sixty (60) days prior to the end of the Neighborhood Association's fiscal year, allocate and assess to the Neighborhood Association a share of the expenses incurred by the Master Association which are reasonably allocable to the Neighborhood Association and/or the portion of the Property within its jurisdiction (e.g., for utilities which are billed to the Master Association, but serve in certain instances, only a Neighborhood Association, and street lighting systems). In such event, the expenses so allocated shall thereafter be deemed common expenses of the Neighborhood Association payable by it (with assessments collected from its members) to the Master Association.

In the event of a failure of a Neighborhood Association to budget or assess its members for expenses allocated as aforesaid, the Master Association shall be entitled to pursue all available legal and equitable remedies against the Neighborhood Association or, without waiving its right to the foregoing, specially assess the members of the Neighborhood Association and their Lots for the sums due (such special assessments, as all others, to be secured by the lien provided for in this Declaration).

10.08 Non-Performance of Neighborhood Association Duties. In addition to the specific rights of the Master Association provided in Section 10.07 above, and subject to the limitations set forth in Section 10.02 of this Declaration, in the event that a Neighborhood Association fails to perform any duties delegated to, or required of, it under this Declaration or to otherwise be performed by it pursuant to its own declaration, articles of incorporation, Bylaws or related documents, which failure continues for a period in excess of thirty (30) days after the Master Association's giving notice thereof, then the Master Association may, but shall not be required to, assume such duties. In such event, the Neighborhood Association shall not perform such duties unless and until such time as the Master Association directs it to once again do so.

10.09 Conflict. In the event of conflict between this Article 10, as amended from time to time, and any of the other

covenants, restrictions or provisions of this Declaration or the Articles of Incorporation, Bylaws or rules and regulations of the Master Association all as amended from time to time, the provisions of this Article shall supersede and control.

ARTICLE 11.

RESALE, LEASE AND OCCUPANCY RESTRICTIONS

11.01 Estoppel Certificate: Documents. No Owner, other than Declarant, the Designated Lot Developer, and the Club Owner, may sell or convey his interest in any Lot, or lease his Lot, unless all sums due the Association are paid in full and an estoppel certificate in recordable form to such effect shall have been received by the Owner. If all such sums shall have been paid, the Association or its agent shall deliver such certificate within ten (10) business days following a written request therefor. The Owner requesting the certificate may be required by the Association to pay to the Association or its agent a reasonable sum to cover the costs of examining records and preparing the certificate. Owners shall be obligated to deliver the documents originally received from Declarant, containing this and other declarations and documents, to any grantee of such Owner.

11.02 Leases. All leases shall provide (or be automatically deemed to provide) that the Association shall have the right to terminate the lease in the name of and as agent for the lessor upon default by tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association and its applicable rules and regulations or other applicable provisions of any agreement, document or instrument governing the Property or administered by the Association.

11.03 Members' Permittees. No Lot or Unit shall be occupied by any person other than the Owner(s) thereof or the applicable Member's Permittees. For purposes of this Declaration, a Member's Permittees shall be the following persons and such persons' families, provided that the Owner or other permitted occupant must reside with his/her family: (i) an individual Owner(s), (ii) an officer, director, stockholder, member, or employee of a corporate or limited liability company owner, (iii) a partner in or employee of a partnership owner, (iv) a fiduciary or beneficiary of an ownership in trust, or (v) occupants named or described in a lease or sublease, but only if approved in accordance with this Declaration. The Board of Director shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above. The provisions of this Section shall not be applicable to Units owned by Declarant or the Designated Lot Developer for model homes, sales offices, management services or otherwise. As used herein, "family" or words of similar import shall be deemed to include a spouse, children, parents, brothers, sisters, grandchildren and other persons permanently cohabiting the Unit as or together with the Owner or permitted occupant thereof. As used herein, "guests" or words of similar import shall include only those persons who have a principal residence other than the Unit.

11.04 Applicability to Declarant, the Designated Lot Developer and Club Owner. The provisions of this Article 11 shall not be applicable to Declarant or property owned by Declarant, the Designated Lot Developer or the Club Owner or the Club Property.

ARTICLE 12.

RULES; ENFORCEMENT

12.01 Compliance by Owners. Every Owner and Member's Permittee shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Association.

12.02 Enforcement. Failure of an Owner or his Member's Permittee to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend the rights of use of Common Property (except for legal access) of defaulting Owners. The offending Owner shall be responsible for all costs of enforcement including attorneys' fees actually incurred and court costs.

12.03 Rules and Regulations. The Board reserves the right and power to establish rules and regulations of the Master Association, and to amend the same from time to time without the necessity of recording such new or modified rules and regulations in the public records, provided that the Board shall notify each Neighborhood Association and the owners of the portions of the Property which are not within a Neighborhood Association of all modifications of rules and regulations as aforesaid. Receipt by a Neighborhood Association of such notice shall constitute notice to its members.

ARTICLE 13.

DAMAGE OR DESTRUCTION TO COMMON PROPERTY

13.01 Damage or Destruction. Damage to or destruction of all or any portion of the Common Property shall be addressed in the following manner, notwithstanding any provision in this Declaration to the contrary:

(a) In the event of damage to or destruction of the Common Property, if the insurance proceeds are sufficient to effect total restoration, then the Association shall cause such portions of the Common Property to be repaired and reconstructed substantially as it previously existed.

(b) If the insurance proceeds are within One Hundred Thousand Dollars (\$100,000.00) or less of being sufficient to effect total restoration of the Common Property, then the Association shall cause such portions of the Common Property to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a capital special (and not capital improvement) assessment against each of the Owners in accordance with the provisions of Article 8 of this Declaration.

(c) If the insurance proceeds are insufficient by more than One Hundred Thousand Dollars (\$100,000.00) to effect total restoration of the Common Property, then by written consent or vote of a majority of each class of the Members, they shall determine, subject to Article 15 hereof, whether (1) to rebuild and restore the Common Property in substantially the same manner as they existed prior to damage and to raise the necessary funds over the insurance proceeds by levying capital improvement assessments against all Members, (2) to rebuild and restore in a way which is less expensive than replacing the Common Property in substantially the same manner as they existed prior to being damaged, or (3) subject to the approval of the Board, to not rebuild and to retain the available insurance proceeds.

(d) Each Member shall be liable to the Association for any damage to the Common Property not fully covered by collected insurance which may be sustained by reason of the negligence or willful misconduct of any Member or his Member's Permittees. Notwithstanding the foregoing, the Association reserves the right to charge such Member an assessment equal to the increase, if any, in the insurance premium directly attributable to the damage caused by such Member. In the case of joint ownership of a Unit, the liability of such Member shall be joint and several. The cost of correcting such damage shall be an assessment against the Member and may be collected as provided herein for the collection of assessments.

ARTICLE 14.

INSURANCE

14.01 Common Property. The Association shall keep all improvements, facilities and fixtures located within the Common Property insured against loss or damage by fire or other casualty for the full insurable replacement value thereof (with reasonable deductibles and normal exclusions for land, foundations, excavation costs and similar matters), and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property, whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance for and on behalf of itself and all Members. The insurance coverage with respect to the Common Property shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the Property for which the insurance was carried. Premiums for all insurance carried by the Association are common expenses included in the assessments made by the Association.

To the extent obtainable at reasonable rates, the insurance policy(ies) maintained by the Association shall contain provisions, or be accompanied by endorsements, for: agreed amount and inflation guard, demolition costs, contingent liability from operation of building laws and increased costs of construction.

All insurance policies shall contain standard mortgagee clauses, if applicable.

The Association shall also maintain flood insurance on the insurable improvements on the Common Property in an amount equal to the lesser of 100% of the replacement costs of all insurable improvements (if any) within the Common Property or the maximum amount of coverage available under the National Flood Insurance Program, in either case if the insured improvements are located within an "A" flood zone.

14.02 Replacement or Repair of Property. In the event of damage to or destruction of any portion of the Common Property, the Association shall repair or replace the same from the insurance proceeds available, subject to the provisions of Article 3 of this Declaration.

14.03 Waiver of Subrogation. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Members, Declarant, the Designated Lot Developer and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

14.04 Liability and Other Insurance. The Association shall have the power to and shall obtain comprehensive public liability insurance, including medical payments and malicious mischief, with coverage of at least \$1,000,000.00 (measured in the purchasing power of 1999 dollars); if available at reasonable rates and upon reasonable terms) for any single occurrence, insuring against liability for bodily injury, death and property damage arising from the activities of the Association or with respect to property under its jurisdiction, including, if obtainable, a cross liability endorsement insuring each Member against liability to each other Member and to the Association and vice versa and coverage for legal liability resulting from lawsuits related to employment contracts shall also be maintained. The Association may also obtain Worker's Compensation insurance and other liability insurance as it may deem desirable, insuring each Member and the Association and its Board of Directors and officers, from liability in connection with the Common Property, the premiums for which shall be Common Expenses and included in the assessments made against the Members. The Association may also obtain such other insurance as the Board deems appropriate. All insurance policies shall be reviewed at least annually by the Board of Directors and the limits increased in its discretion. The Board may also obtain such errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable, insuring the Board or any management company engaged by the Association against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board or any committee thereof. At a minimum, however, there shall be blanket fidelity bonding of anyone (compensated or not) who handles or is responsible for funds held or administered by the Association, with the Association to be an obligee thereunder. Such bonding shall cover the maximum funds to be in the hands of the Association or Management Company during the time the bond is in force.

14.05 "Blanket" Insurance. The requirements of this Article may be met by way of the Association being an insured party under any coverage carried by the Declarant or under coverage obtained by the Association as long as such coverage is in accordance with the amounts and other standards dated in this Article.

ARTICLE 15.

MORTGAGEE PROTECTION

15.01 Mortgagee Protection. To the extent these added provisions conflict with any other provisions of the Declaration, these added provisions shall control:

(a) The Association shall be required to make available to all Owners and Mortgagees, and to insurers and guarantors of any first Mortgage, for inspection, upon request, during normal business hours or under other reasonable circumstances, current copies of this Declaration (with all amendments) and the Articles, Bylaws and rules and regulations and the books and records of the Association. Furthermore, such persons shall be entitled, upon written request, to (i) receive a copy of the Association's financial statement for the immediately preceding fiscal year, (ii) receive notices of and attend the Association meetings, (iii) receive notice from the Association of an alleged default by an Owner in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation or the Bylaws of the Association, which default is not cured within thirty (30) days after the Association learns of such default, and (iv) receive notice of any substantial damage or loss to the Common Property.

(b) Any holder, insurer or guarantor of a Mortgage on a Unit shall have, if first requested in writing, the right to timely

written notice of (i) any condemnation or casualty loss affecting a material portion of the Common Property, (ii) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Lot, (iii) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, and (iv) any proposed action which requires the consent of a specified number of Mortgage holders.

(c) Any holder, insurer or guarantor of a Mortgage on a Unit shall have the right to pay, singly or jointly, taxes or other charges that are delinquent and have resulted or may result in a lien against any portion of the Common Property and receive immediate reimbursement from the Association.

(d) Any holder, insurer or guarantor of a Mortgage on a Unit shall have the right to pay, singly or jointly, any overdue premiums on any hazard insurance policy covering the Common Property or obtain, singly or jointly, new hazard insurance coverage on the Common Property upon the lapse of a policy and, in either case, receive immediate reimbursement from the Association.

(e) The Association may charge reasonable fees for copies and their services provided pursuant to this Article 15.

ARTICLE 16.

EASEMENTS

16.01 Pipes, Wires, Ducts, Cables, Conduits, Public Utility Lines, Etc. Each portion of a Lot and the Common Property shall have an easement in common with all other portions thereof to use, maintain, repair, alter and replace all pipes, wires, ducts, vents, cables, conduits, utility lines, and similar or related facilities located in the Lots and Common Property. Each portion of the Lots and Common Property shall be subject to an easement in favor of all other portions thereof to use, maintain, repair, alter and replace the pipes, wires, ducts, vents, cables, conduits, utility lines and other similar or related facilities located in such portion of the Lots and Common Property and serving other portions thereof.

16.02 Easements of Support. Whenever any structure included in the Common Property adjoins any structure included in any other portion of the Property, each said structure shall have and be subject to an easement of support and necessity in favor of the other structure.

16.03 Construction and Sales. The Declarant (and its agents, employees, contractors, subcontractors and suppliers) shall have an easement of ingress and egress over and across the Common Property for construction purposes and to erect, maintain, repair and replace, from time to time, one or more signs on the Common Property for the purposes of advertising the sale or lease of Units.

ARTICLE 17.

GOVERNMENTAL AGREEMENTS

The Property is subject to various agreements, covenants and restrictions imposed by Agreements with the Township of Northville, to wit:

- (i) Landscape Maintenance Agreements dated December 16, 1999 between Declarant and Northville Township, the form of which is attached hereto as Exhibit "F-1";
- (ii) Bike Path Maintenance Agreements dated December 16, 1999 between Declarant and Northville Township, the form of which is attached hereto as Exhibit "F-2"; and
- (iii) a Planned Unit Development Agreement dated April 17, 1997, and recorded on October 4, 1997 in Liber 29691, page 417, and amended in Liber 29788, page 4365, and in Liber 30196, page 7020. Wayne County Records, as amended, which imposes certain affirmative obligations on all persons having an interest in the Property.

The above documents are referred to herein as the "Township Agreements." The Property is also subject to the following agreements executed by The Economic Development Corporation of the Charter County of Wayne, being a Declaration of Storm Sewer Easement recorded in Liber 30196, page 6852, and a Utilities Reimbursement Agreement recorded in Liber 30196, page 7164, all of Wayne

County Records. Notwithstanding anything to the contrary in this Declaration, no amendment shall be made to any of the following provisions of this Declaration, nor shall any amendment be made affecting the Township's rights under the Township Agreements, without the prior written consent of the Township: Definition of Common Areas (Section 1.01(k); Definition of Open Space (Section 1.01 (v); and Governmental Agreements (this Article 17).

ARTICLE 18.

PROVISOS AS TO BUILDERS

18.01 Preamble. In light of the benefits accruing to the Declarant, Owners and the Association by virtue of the orderly and efficient development of the Property not only by Declarant but also by independent Builders, this Article has been adopted to further such benefits as well as to cause this Declaration to accurately and reasonably reflect the operations and needs of Builders.

18.02 Voting and Assessments. All Builders shall be Class A Members of the Association and shall have all rights, benefits, duties and obligations pertaining to such class of membership. A Builder shall have one (1) vote for each Lot owned by it and shall pay the same rate of assessment on each such Lot as would any other Class A Member/Owner; provided, however, that in the event that a Builder owns a portion of the Property which has not been platted or otherwise subdivided into Lots, such property shall, for purposes of this Declaration, be deemed to contain such number of Lots as is provided in the Supplemental Declaration subjecting the Builder's portion of the Property to this Declaration, if any (absent which the Property shall be deemed to contain the number of Lots permitted to be located thereon by applicable land use ordinances or approvals).

18.03 Exemption from Architectural Control. For purposes of the exemption of Declarant and its designees as set forth in Section 18.03 hereof, a Builder shall be deemed a designee of Declarant and therefore exempt from architectural review/approval requirements if, but only if, the Builder is subject to deed or contractual restrictions imposed by the Declarant which govern matters such as plan approval and construction activities. The foregoing exemption shall not, however, apply once the Builder has completed a Unit on a Lot and has received Declarant's final approval thereof, the purpose hereof being to require the Architectural Control Committee's approval of any alterations of such construction once same are completed.

18.04 Use Restrictions. In addition to the architectural control exemptions set forth in the immediately preceding Section, no Builder shall be deemed to be in violation of any of the other restrictions or requirements of Article 7 of this Declaration by virtue of any activities which are normally and customarily associated with the construction of Units (or the development of land therefore) of the number, nature and type being constructed/developed by the Builder, including, without limitation, the construction and operation of a temporary sales office and/or model homes and the erection of signage. Notwithstanding the foregoing, no Builder may make any installations which, once installed, would constitute a violation of Article 7 or Section 10.03 of this Declaration. By way of example only, the privileges granted to Builders hereunder may not extend to permit the installation of prohibited gas tanks, obstructions of visibility at intersections, window-mounted air conditioning units, exterior antennas or artificial vegetation. Further, notwithstanding the foregoing, all Builders shall be subject to the sign restrictions set forth in Section 7.06 of this Declaration (except for the required posting of building permits and similar documents) and to the provisions of Article 11 hereof

ARTICLE 19.

GENERAL PROVISIONS

19.01 Duration. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association, the Architectural Control Committee, Declarant (at all times) and the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of 75% of all the Lots subject hereto has been recorded, agreeing to revoke said covenants and restrictions; provided, however, that no such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such revocation, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any signatures being obtained.

19.02 Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be

greed to every limitation, restriction, easement, reservation, condition, lien and covenant contained herein, whether or not any reference hereto is contained in the instrument by which such person acquired an interest in such Lot, Unit or other property.

19.13 Notices and Disclaimers as to Community Systems. Declarant, the Designated Lot Developer, the Association, or their successors, assigns or franchisees and any applicable cable telecommunications system operator (an "Operator"), may enter into contracts for the provision of security services through any Community Systems. DECLARANT, THE DESIGNATED LOT DEVELOPER, THE ASSOCIATION, OPERATORS AND THEIR FRANCHISEES, DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH SECURITY SYSTEM OR SERVICES, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, NOTIFY AUTHORITIES OF FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME; AND EVERY OWNER OR OCCUPANT OF PROPERTY SERVICED BY THE COMMUNITY SYSTEMS ACKNOWLEDGES THAT DECLARANT, THE ASSOCIATION OR ANY SUCCESSOR, ASSIGN OR FRANCHISEE OF THE DECLARANT OR ANY OF THE OTHER AFORESAID ENTITIES AND ANY OPERATOR, ARE NOT INSURERS OF THE OWNER OR OCCUPANT'S PROPERTY OR OF THE PROPERTY OF OTHERS LOCATED ON THE PREMISES AND WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURES OR DEATHS RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the part of a security service provider to perform any of its obligations with respect to security services and, therefore, every owner or occupant of property receiving security services through the Community Systems agrees that Declarant, the Association or any successor, assign or franchisee thereof and any Operator assumes no liability for loss or damage to property or for personal injury or death to persons due to any reason, including, without limitation, failure in transmission of an interruption of security service or failure to respond to an alarm because of (a) any failure of the Owner's security system, (b) any defective or damaged equipment, device, line or circuit, (c) negligence, active or otherwise, of the security service provider or its officers, agents or employees, or (d) fire, flood, riot, war, act of God or other similar causes which are beyond the control of the security service provider. Every owner or occupant of property obtaining security services through the Community Systems further agrees for himself, his grantees, tenants, guests, invitees, licensees, Member's Permittees, and family members that if any loss or damage should result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of the system, or from negligence, active or otherwise, of the security service provider or its officers, agents, or employees, the liability, if any, of Declarant, the Designated Lot Developer, the Association, any franchisee of the foregoing and the Operator or their successors or assigns, for loss, damage, injury or death sustained shall be limited to a sum not exceeding Two Hundred Fifty and No/100 (\$250.00) U.S. Dollars, which limitation shall apply irrespective of the cause or origin of the loss or damage and notwithstanding that the loss or damage results directly or indirectly from negligent performance, active or otherwise, or non-performance by an officer, agent or employee of Declarant, the Designated Lot Developer, the Association or any franchisee, successor or designee of any of same or any Operator. Further, in no event will Declarant, the Designated Lot Developer, the Association, any Operator or any of their franchisees, successors or assigns, be liable for consequential damages, wrongful death, personal injury or commercial loss. In recognition of the fact that interruptions in cable television and other Community Systems services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any Community System shall be entitled to any refund, rebate, discount or offset in applicable fees, for any interruption in Community Systems services, regardless of whether or not same is caused by reasons within the control of the then-provider(s) of such services.

19.14 Certain Reserved Rights of Declarant with Respect to Community Systems. Without limiting the generality of any other applicable provisions of this Declaration, and without such provisions limiting the generality hereof, Declarant hereby reserves and retains to itself.

- (a) the title to any Community Systems and a perpetual easement for the placement and location thereof,
- (b) the right to connect, from time to time, the Community Systems to such receiving or intermediary transmission source(s) as Declarant may in its sole discretion deem appropriate including, without limitation, companies licensed to provide CATV service in the County, for which service Declarant shall have the right to charge any users a reasonable fee (which shall not exceed any maximum allowable charge provided for in the Ordinances of the County); and
- (c) the right to offer from time to time monitoring/alarm services through the Community Systems.

Neither the Association nor any officer, director, employee, committee member or agent (including any management company) thereof shall be liable for any damage to property, personal injury or death arising from or connected with any act or

OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS ARTICLE AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS ARTICLE.

AS USED IN THIS ARTICLE, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF DECLARANT AND, THE DESIGNATED LOT DEVELOPER, EACH OF WHICH SHALL BE FULLY PROTECTED HEREBY.

ARTICLE 21.

ADDITIONAL RIGHTS OF THE DECLARANT AND THE DESIGNATED LOT DEVELOPER

21.01 General. Notwithstanding any other provision in this Declaration to the contrary, the Declarant, the Designated Lot Developer shall have, in addition to its or their other rights, the rights described below in Paragraphs (a) through (f). There is hereby created and reserved a blanket easement for the Declarant and the Designated Lot Developer and its or their assigns to enable each of them and (to the extent authorized in writing by Declarant or the Designated Lot Developer) Builders to exercise those rights free of any interference by the Association, by any Neighborhood Association or by any Owner:

- (a) The right to execute all documents and take all actions affecting any portion of the Property owned or controlled by which, in its sole discretion, are desirable or necessary to effectuate or facilitate the development of Northville Hills Golf Club;
- (b) The right to plat, replat, subdivide and re-subdivide any portion or portions of the Property owned or controlled by
- (c) The right to determine, in its sole discretion, the type of improvements, if any, to be constructed on any portion of Property and the Common Property owned or controlled by it and the right to revise its plans concerning such improvements;
- (d) The right to construct and maintain, on any portion of the Property or the Common Property owned or controlled by any improvements it considers desirable (which right shall include, but not be limited to, a right of ingress and egress by any and all vehicles and equipment to, through, over and about the Common Property during whatever period of time the Declarant, the Designated Lot Developer or a Builder is engaged in any construction or improvement work on or within Northville Hills Golf Club as well as an easement for the parking and storage of materials, vehicles, tools, equipment and the like which are being utilized in such work), and the right to construct walks, drives, ramps and parking facilities and as a continuance of similar improvements located on portions of the Property not owned or controlled by it even if doing so entails an encroachment upon the latter property;
- (e) The right to sell, lease and otherwise dispose of existing and planned Units (and portions thereof), which right shall include (though not be limited to) the right to construct and maintain sales offices and models on any portion of the Property and Common Property owned or controlled by it, to solicit and receive the visits of unlimited numbers of prospective purchasers and tenants (all of whom shall have the right while visiting to use parking spaces on the Common Property), and to place signs and other notational devices on any portion or portions of the Property or Common Property owned or controlled by it without regard to the or aesthetic appeal of such signs or devices; and
- (f) The right to assign the foregoing rights, in whole or in part.

21.02 Injunctive Relief for Interference. The Declarant and each assignee of the Declarant shall be entitled to injunctive relief for any actual or threatened interference with its or their rights under this Article, in addition to whatever remedies at law it or they might be entitled to.

EXECUTED as of the date first above written.

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Witnessed by:

TOLL NORTHVILLE LIMITED PARTNERSHIP, a
Michigan limited partnership

By: Toll MI GP Corp., a Michigan corporation, its
general partner.

By: [Signature]
Name: Kenneth J. Goff
Title: Vice President

(Corporate Seal)

Address: 30840 Northwestern Highway
Farmington Hills, MI 48334

Name: Mark J. Warkauer

Name: Tara C. Young

*Acknowledgement on following page.

STATE OF MICHIGAN) Commonwealth of Pennsylvania
COUNTY OF Montgomery) ss:

The foregoing instrument was acknowledged before me this 10 day of October, 1999 by Kenneth J. Goff, as
Vice President of Toll MI GP Corp., a Michigan corporation, general partner on behalf of TOLL/NORTHVILLE
LIMITED PARTNERSHIP, a Michigan limited partnership. He/she is personally known to me or produced as identification and did
not take an oath.

Name: Martha Tanner
Notary Public, State of Michigan Commonwealth of Pennsylvania

My commission expires:

Notarial Seal
Martha Tanner, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires May 24, 2003
Member, Pennsylvania Association of Notaries

EXHIBIT "A"

Articles of Incorporation of the Association

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(j) To sue in all courts and participate in actions and proceedings judicial, administrative, arbitative or otherwise, subject to the express limitations on suits, actions and proceedings as set forth in Article IX of these Articles;

(k) To do anything required of or permitted to it as administrator of the Condominium by the Condominium Master Deed or Bylaws or by the Michigan Condominium Act; and

(l) To make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of **NORTHVILLE HILLS GOLF CLUB** and to the accomplishment of any of the purposes thereof.

ARTICLE III.

The corporation is organized upon a nonstock, membership basis.

The assets of the corporation are:

Real Property:	None
Personal Property:	None

The corporation is to be financed under the following general plan:

Assessment of members owning lots in **NORTHVILLE HILLS GOLF CLUB**.

ARTICLE IV.

The address of the registered office is:

30840 Northwestern Highway, Suite 270
Farmington Hills, Michigan 48334

The mailing address of the registered office is the same as above.

The name of the first resident agent at the registered office is:

Gilbert "Buzz" Silverman

ARTICLE V.

The name and business address of the incorporator is:

TOLL NORTHVILLE LIMITED PARTNERSHIP
30840 Northwestern Highway, Suite 270
Farmington Hills, Michigan 48334

ARTICLE VI.

The term of the corporate existence is perpetual.

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

(a) Each co-owner (including the Developer named in the Declaration) of a lot in **NORTHVILLE HILLS GOLF CLUB** shall be a member of the corporation, and no other person or entity shall be entitled to membership.

(b) Membership in the corporation shall be established by the acquisition of fee simple title to a lot in **NORTHVILLE HILLS GOLF CLUB** and by recording with the Register of Deeds in the County where **NORTHVILLE HILLS GOLF CLUB** is located a deed or other interest establishing a change of record title to such lot and the furnishing of evidence of same satisfactory to the corporation (except that the Declarant shall become a member immediately upon recording of the Declaration), the new co-owner thereby becoming a member of the corporation, and the membership of the prior co-owner thereby being terminated. Land contract vendees of lots shall be members if the land contract instrument expressly conveys the vendor's interest as a member of the corporation, in which event the vendor's membership shall terminate as to the lot sold.

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

(d) Voting by members shall be in accordance with the provisions of the Declaration and the Bylaws of this corporation.

ARTICLE VIII.

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

(1) A breach of the director's duty of loyalty to the corporation or its members.

(2) Acts or omission not in good faith or that involve intentional misconduct, a knowing violation of law, or failure to follow the Bylaws of the corporation or these Articles.

(3) A violation of Section 551(l) of Act 162, Public Acts of 1982, as amended.

(4) A transaction from which the director derived an improper personal benefit.

(5) An act or omission occurring before the date this document is filed.

(6) An act or omission that is grossly negligent.

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

ARTICLE IX.

The requirements of this Article IX shall govern the corporation's commencement and conduct of any civil action except for actions to enforce the Bylaws of the corporation or collect delinquent assessments. The requirements of this Article IX will ensure that the members of the corporation are fully informed regarding the prospects and likely costs of any civil action the corporation proposes to engage in, as well as the ongoing status of any civil actions actually filed by the corporation. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the corporation's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each member of the corporation shall have standing to sue to enforce the requirements of this Article IX. The following procedures and requirements apply to the corporation's commencement of any civil action other than an action to enforce the Bylaws of the corporation or collect delinquent assessments:

(a) The Association's Board of Directors ("Board") shall be responsible in the first instance for recommending to the members that a civil action be filed, and supervising and directing any civil actions that are filed.

(b) Before an attorney is engaged for purposes of filing a civil action on behalf of the corporation, the Board shall call a special meeting of the members of the corporation ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The litigation evaluation meeting shall have a quorum of seventy-five (75%) percent of the members of the corporation. The written notice to the members of the date, time and place of the litigation evaluation meeting shall be sent to all members not less than twenty (20) days before the date of the meeting and shall include the following information copied onto 8-1/2" x 11" paper:

(1) A certified resolution of the Board setting forth in detail the concerns of the Board giving rise to the need to file a civil action and further certifying that:

(a) it is in the best interests of the corporation to file a lawsuit;

(b) that at least one Board member has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the corporation, without success;

(c) litigation is the only prudent, feasible and reasonable alternative;
and

(d) the Board's proposed attorney for the civil action is of the written opinion that litigation is the corporation's most reasonable and prudent alternative.

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(2) A written summary of the relevant experience of the attorney ("litigation attorney") the Board recommends be retained to represent the corporation in the proposed civil action, including the following information:

- (a) the number of years the litigation attorney has practiced law; and
- (b) the name and address of every condominium and homeowner association for which the attorney has filed a civil action in any court, together with the case number, county and court in which each civil action was filed.

(3) The litigation attorney's written estimate of the amount of the corporation's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.

(4) The litigation attorney's written estimate of the cost of the civil action through a trial on the merits of the case ("total estimated cost"). The total estimated cost of the civil action shall include the litigation attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action.

(5) The litigation attorney's proposed written fee agreement.

(6) The amount to be specially assessed against each lot in **NORTHVILLE HILLS GOLF CLUB** to fund the estimated cost of the civil action both in total and on a monthly per lot basis, as required by subparagraph (f) of this Article IX.

(c) If the lawsuit relates to the condition of any of the common elements of the Condominium, the Board shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the common elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the common elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the members of the corporation have a realistic appraisal of the condition of the common elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to the members with the written notice of the litigation evaluation meeting.

(d) The corporation shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the proposed civil action. The corporation shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the members in the text of the corporation's written notice to the members of the litigation evaluation meeting.

(e) At the litigation evaluation meeting the members shall vote on whether to authorize the Board to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the corporation (other than a suit to enforce the Condominium Bylaws or collect delinquent assessments) shall

require the approval of seventy-five (75%) in number and value of all members of the corporation. The determination of such voting power shall be made based on the entire membership of the corporation, i.e., not just the members present at the litigation evaluation meeting. The quorum required at any litigation evaluation meeting is seventy-five (75%) in number and value of all members of the corporation. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

(f) All legal fees incurred in pursuit of any civil action that is subject to this Article IX shall be paid by special assessment of the members of the corporation ("litigation special assessment"). The litigation special assessment shall be approved at the litigation evaluation meeting (or at any subsequent duly called and noticed meeting) by a majority in number and in value of all members of the corporation in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board is not retained, the litigation special assessment shall be in an amount equal to the retained attorney's estimated total cost of the civil action, as estimated by the attorney actually retained by the corporation. The litigation special assessment shall be apportioned to the members in accordance with their respective percentage of value interests in the Condominium and shall be collected from the members on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty-four (24) months.

(g) During the course of any civil action authorized by the members pursuant to this Article IX, the retained attorney shall submit a written report ("attorney's written report") to the Board every thirty (30) days setting forth:

(1) The attorney's fees, the fees of any experts retained by the attorney, and all other costs of the litigation during the thirty (30) day period immediately preceding the date of the attorney's written report ("reporting period").

(2) All actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period.

(3) A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including, but not limited to, settlement discussions.

(4) The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action.

(5) Whether the originally estimated total cost of the civil action remains accurate.

(h) The Board shall meet monthly during the course of any civil action to discuss and review:

- (1) the status of the litigation;
- (2) the status of settlement efforts, if any; and
- (3) the attorney's written report.

(i) If, at any time during the course of a civil action, the Board determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the members, the Board shall call a special meeting of the members to review the status of the litigation, and to allow the members to vote on whether to continue the civil action and increase the litigation special assessment. The meeting shall have the same voting requirement as a litigation evaluation meeting.

(j) The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action subject to this Article IX ("litigation expenses") shall be fully disclosed to members in the corporation's annual budget. The litigation expenses for each civil action subject to this Article IX shall be listed as a separate line item captioned "litigation expenses" in the corporation's annual budget.

ARTICLE X.

These Articles of Incorporation may only be amended by the affirmative vote of two-thirds (2/3's) of all members of the corporation.

The undersigned, incorporator, signs its name this ____ day of _____.

TOLL NORTHVILLE LIMITED PARTNERSHIP, a
Michigan limited partnership

By: TOLL-MI GP CORP., a Michigan corporation

By: _____

Its: _____

WK003941

EXHIBIT "B"

Bylaws of the Association

**BYLAWS
OF
NORTHVILLE HILLS GOLF CLUB HOMEOWNERS ASSOCIATION**

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is **NORTHVILLE HILLS GOLF CLUB HOMEOWNERS ASSOCIATION** (hereinafter the "Association"). The principal office of the Association shall be located 30840 Northwestern Highway, Suite 270, Farmington Hills, Michigan 48334-2551. The location of the principal office of the Association may be changed by Declarant or the Board of Directors. Meetings of Members and directors may be held in such places within Wayne or Oakland Counties, Michigan, as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

All terms defined in the Declaration of Master Covenants, Conditions and Restrictions of **NORTHVILLE HILLS GOLF CLUB** recorded in Liber _____, Pages ____ through ____ of the office of the Register of Deeds of Wayne County, Michigan (the "Declaration"), shall have the same meanings when used herein.

**ARTICLE III
MEMBERSHIP AND VOTING RIGHTS**

Membership and voting rights shall be as provided for in Article 3 of the Declaration.

**ARTICLE IV
MEETINGS OF MEMBERS**

Section 1. Annual Meetings. The first annual meeting of the Members shall be held at the time and place specified by the Board of Directors in the notice to Members of the meeting pursuant to the Declaration; provided that so long as Declarant has not relinquished its exclusive voting rights or conveyed title to all of its Lots within the Property, Declarant shall determine the time and place of the first annual meeting. Each subsequent regular annual meeting of the Members shall be held in the same month of each year thereafter on the day, at the hour, and at the place specified in the notice to the Members of the meeting.

Section 2. Special Meetings. After such time as Declarant has either relinquished its exclusive voting rights or conveyed title to all of the Lots in the Overall Development, Special meetings of the Members may be called at any time by the President or a majority of the

Directors shall be designated by the Declarant, and shall be five (5) Directors. At the first annual meeting, the Members shall elect two directors to serve for a term of one year and three directors to serve for a term of two years. The three highest vote getters shall each be elected to a two year term.

At each annual meeting thereafter, the Members shall elect the number of directors needed to fill the vacancy or vacancies created by the director or directors whose term(s) is (are) expiring, to serve for a term of two years (except in the case of the initial election of a director, in which case the term of that director may be shortened to provide for the staggering set forth in this Section, or in the case of the filling of a vacancy, in which case the director elected to fill the vacancy shall be elected for the unexpired term of the director whose vacancy is being filled).

The term of the office of the directors shall be staggered so that, except for an election to fill a vacancy or to fill a newly-created directorship, the terms of not less than one (1) nor more than three (3) directors shall expire at each annual meeting. Each director shall hold office until his death, resignation, retirement, removal, disqualification, or his successor is elected and qualified. Directors need not be members of the Association.

At the sole option of Declarant, the Association may function without a Board of Directors (i.e., through Declarant) until such time as the Members of the Association elect a non-Declarant Board of Directors.

Section 3. Nomination. After the first annual meeting, nomination for election to the Board of Directors may be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting of the Members. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-members.

Section 4. Election. Except as provided in Section 6 of this Article, the directors shall be elected at the annual meeting of the Members by secret written ballot. In such election, the Members or their proxies may cast, with respect to each vacancy, as many votes as they are entitled under the provisions of Article III of these Bylaws. The person(s) receiving the highest number of votes shall be elected. Neither cumulative voting nor fractional voting is permitted.

Section 5. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association.

Section 6. Vacancies. A vacancy occurring in the Board of Directors may be filled by the selection by the remaining directors of a successor, who shall serve for the unexpired term of his predecessor. The Members may elect a director at any time to fill any vacancy not filled by the directors.

Directors shall be designated by the Declarant, and shall be five (5) Directors. At the first annual meeting, the Members shall elect two directors to serve for a term of one year and three directors to serve for a term of two years. The three highest vote getters shall each be elected to a two year term.

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Section 6. Vacancies. A vacancy occurring in the Board of Directors may be filled by the selection by the remaining directors of a successor, who shall serve for the unexpired term of his predecessor. The Members may elect a director at any time to fill any vacancy not filled by the directors.

Section 7. Compensation. No director shall receive compensation for any serve he may render to the Association in the capacity of director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE VI MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least annually, without notice, and at such place and hour as may be fixed from time to time by resolution of the Board. Should the date of such meeting fall on a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of the business. Every act or decision done or made by a majority of the directors present at a duly-held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Informal Action by Directors. Any action which may be taken at a meeting of the Board of Directors may be taken without a meeting if written consent to the action so taken is signed by all the directors and filed with the minutes of the proceedings of the Board, whether done before or after the action so taken.

Section 5. Chairman. A Chairman of the Board of Directors shall be elected by the directors and shall preside over all Board meetings until the President of the Association is elected. Thereafter, the President shall serve as Chairman. In the event there is a vacancy in the office of the President, a Chairman shall be elected by the Board of Directors to serve until a new President is elected.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Property and the personal conduct of the Members and their guests thereon and establishing penalties for infractions thereof, and adopt and publish rules and regulations interpreting and/or supplementing the restrictions and covenants applicable to the Property, and take any and all actions deemed by the Board to be necessary or appropriate to enforce such rules and regulations;

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days before January 1 of each year;

(2) send written notice of such assessment to every Owner subject thereto at least fifteen (15) days before January 1 of each year; and

(3) as to any Lot for which an assessment remains unpaid, bring an action at law against the Owner personally obligated to pay the assessment and/or foreclose the lien against such Lot.

(d) issue, or cause an appropriate officer of the Association to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be established by the Board of Directors for the issuance of such certificate. If a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of payment;

(e) procure and maintain: (i) adequate liability insurance covering the Association; (ii) officers' and directors' errors and omissions insurance; and (iii) full replacement value hazard insurance on the real and personal property owned by the Association;

(f) cause the Common Property and all facilities erected thereon and any portions of any Lot for which the Association has maintenance responsibility to be maintained;

(g) establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of the improvements constructed on the Common Property;

(h) provide such notices to and obtain such consents from the owners and holders of first deeds of trust on Lots within the Property as is required by the Declaration or these Bylaws;

(i) pay all ad valorem taxes and public assessments levied against the real and personal property owned in fee by the Association;

(j) hold annual and special meetings and elections for the Board of Directors; and

(k) prepare annual budgets and financial statements for the Association and make same available for inspection by the Members and their agents at all reasonable times.

Section 3. Enforcement. Notwithstanding anything to the contrary in this Article, the Board is authorized to enforce any provision of the Rules by self-help methods (specifically including, but not limited to, the towing of Owner and tenant vehicles parked in violation of parking rules) or by action at law or in equity to enjoin any violation or to recover monetary damages or both. In any such action, to the maximum extent permissible, the Association shall be entitled to recover all costs of such action, including reasonably attorney's fees incurred. Any entry onto any Lot for purposes of exercising this power of self-help shall not be deemed as trespass.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of the Association shall be President, who shall at all times be a member of the Board of Directors, a Secretary, a Treasurer, and such Vice President(s) and other officers as the Board may from time to time by resolution appoint.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless they shall sooner resign, be removed, or be otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by the Board. The person appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of this Article. Notwithstanding the foregoing, the offices of Secretary and Treasurer may be held by the same person.

Section 8. Duties. The duties of the officers are as follows:

(a) President. The President shall: preside at all meetings of the Board of Directors and of the Members; see that orders and resolutions of the Board are carried out; sign all leases, promissory notes, mortgages, deeds and other written instruments; and, in the absence of the Treasurer, sign all checks.

(b) Vice President. The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

the Lot Owners of the date, time and place of the litigation evaluation meeting shall be sent to all Lot Owners not less than twenty (20) days before the date of the meeting and shall include the following information copied onto 8-1/2" x 11" paper:

(a) A certified resolution of the Board of Directors setting forth in detail the concerns of the Board of Directors giving rise to the need to file a civil action and further certifying that:

(1) it is in the best interests of the Association to file a lawsuit;

(2) that at least one member of the Board of Directors has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the Association, without success;

(3) litigation is the only prudent, feasible and reasonable alternative;
and

(4) the Board of Directors' proposed attorney for the civil action is of the written opinion that litigation is the Association's most reasonable and prudent alternative.

(b) A written summary of the relevant experience of the attorney ("litigation attorney") the Board of Directors recommends be retained to represent the Association in the proposed civil action, including the following information:

(1) the number of years the litigation attorney has practiced law; and

(2) the name and address of every condominium and homeowner association for which the attorney has filed a civil action in any court, together with the case number, county and court in which each civil action was filed.

(c) The litigation attorney's written estimate of the amount of the Association's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.

(d) The litigation attorney's written estimate of the cost of the civil action through a trial on the merits of the case ("total estimated cost"). The total estimated cost of the civil action shall include the litigation attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action.

(e) The litigation attorney's proposed written fee agreement.

(f) The amount to be specially assessed against each Lot in the Property to fund the estimated cost of the civil action both in total and on a monthly per Lot basis, as required by Section 6 of this Article IX.

Section 3. Independent Expert Opinion. If the lawsuit relates to the condition of any of the Common Property or the Property, the Board of Directors shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Property, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board of Directors shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board of Directors consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Property that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the Lot Owners have a realistic appraisal of the condition of the Common Property, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to all Lot Owners with the written notice of the litigation evaluation meeting.

Section 4. Fee Agreement with Litigation Attorney. The Association shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the proposed civil action. The Association shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the Lot Owners in the text of the Association's written notice to the Lot Owners of the litigation evaluation meeting.

Section 5. Lot Owner Vote Required. At the litigation evaluation meeting the Lot Owners shall vote on whether to authorize the Board of Directors to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the Association (other than a suit to enforce these Bylaws or collect delinquent assessments) shall require the approval of seventy-five (75%) in number and in value of all Lot Owners. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

Section 6. Litigation Special Assessment. All legal fees incurred in pursuit of any civil action that is subject to Section 1 through 10 of this Article IX shall be paid by special assessment of the Lot Owners ("litigation special assessment"). The litigation special assessment shall be approved at the litigation evaluation meeting (or at any subsequent duly called and noticed meeting) by a majority in number and in value of all Lot Owners in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board of Directors is not retained, the litigation special assessment shall be in an amount equal to the estimated total cost of the civil action, as estimated by the attorney actually retained by the Association. The litigation special assessment shall be apportioned to the Lot Owners in accordance with their respective percentage of value interests in the Property and shall be collected from the Lot Owners on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty-four (24) months.

Section 7. Attorney's Written Report. During the course of any civil action authorized by the Lot Owners pursuant to this Article IX, the retained attorney shall submit a written report ("attorney's written report") to the Board of Directors every thirty (30) days setting forth:

- (a) The attorney's fees, the fees of any experts retained by the attorney, and all other costs of the litigation during the thirty (30) day period immediately preceding the date of the attorney's written report ("reporting period").
- (b) All actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period.
- (c) A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including, but not limited to, settlement discussions.
- (d) The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action.
- (e) Whether the originally estimated total cost of the civil action remains accurate.

Section 8. Monthly Board Meetings. The Board of Directors shall meet monthly during the course of any civil action to discuss and review:

- (a) the status of the litigation;
- (b) the status of settlement efforts, if any; and
- (c) the attorney's written report.

Section 9. Changes in the Litigation Special Assessment. If, at any time during the course of a civil action, the Board of Directors determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board of Directors shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the Lot Owners, the Board of Directors shall call a special meeting of the Lot Owners to review the status of the litigation, and to allow the Lot Owners to vote on whether to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

Section 10. Disclosure of Litigation Expenses. The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action filed by the Association ("litigation expenses") shall be fully disclosed to Lot Owners in the Association's annual budget. The litigation expenses for each civil action filed by the Association shall be listed as a separate line item captioned "litigation expenses" in the Association's annual budget.

Section 4. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 5. Gender. Any use of the masculine gender in these Bylaws shall be construed to include the feminine gender. Any use of the singular shall be construed, as appropriate, to include the plural.

WK000541-2

EXHIBIT "C"

Club Property, Common Property, and Open Space

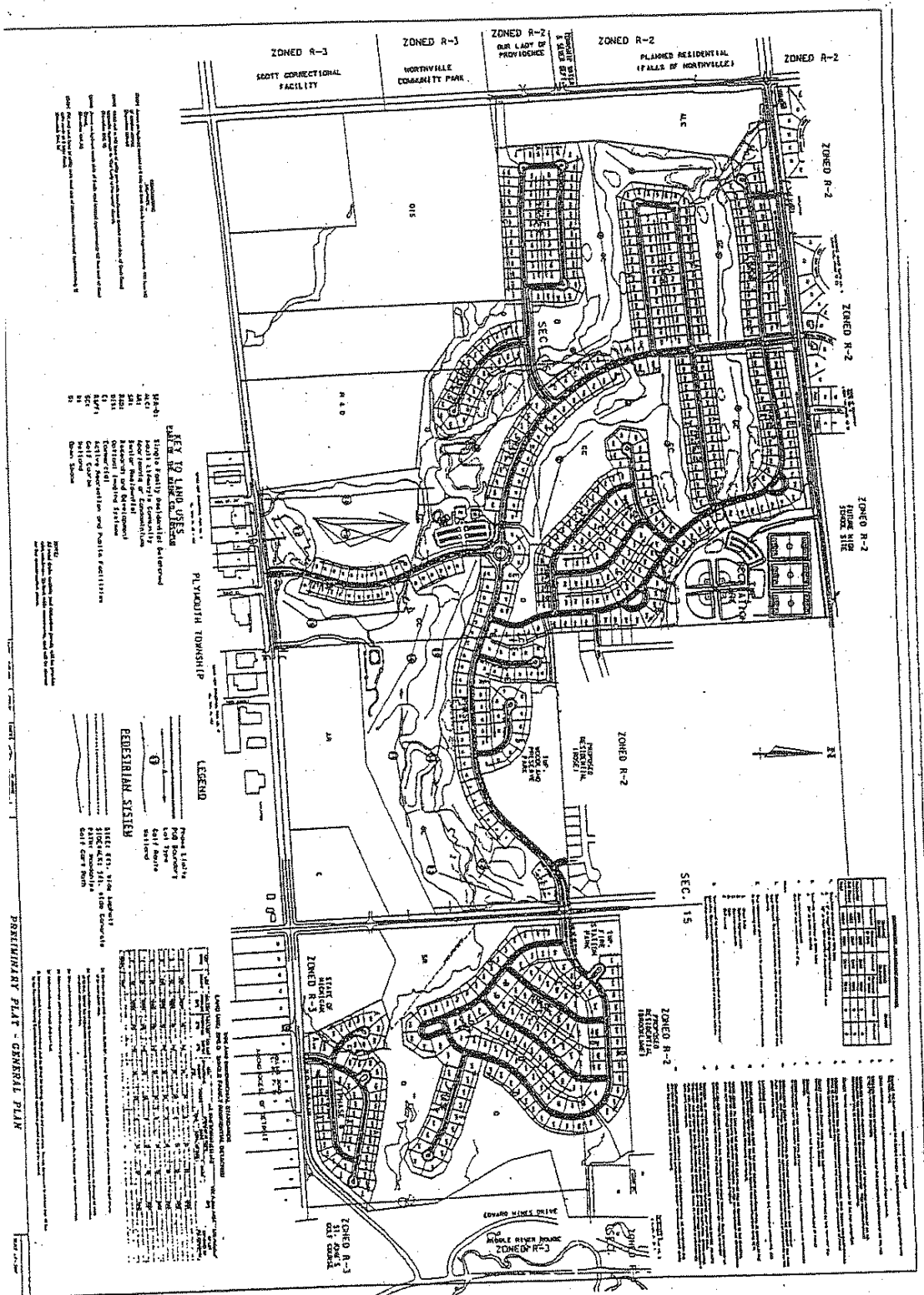


EXHIBIT "D"

The Property

Northville Hills Golf Club Subdivision No. 1
Liber 115, Pages 73 through 91, W.C.R.

and

Northville Hills Golf Club Subdivision No. 2
Liber 116, Pages 27 through 44, W.C.R.

and

East Northville Hills Golf Club Subdivision No. 1
Liber 116, Page 96 through 101, W.C.R.

and

The following acreage (which includes Northville Hills Golf Club Subdivision No. 1, Northville Hills Golf Club Subdivision No. 2 and East Northville Hills Golf Club Subdivision No. 1)

PARCEL 1**DESCRIPTION: Parcel 1 (SFR-D, GC & OS)**

Commencing at the South corner common to Sections 15 and 16, T1S, R8E, Northville Township, Wayne County, Michigan; thence along the East line of said Section 16, N02 deg. 03' 08"W 60.00 feet to the Northerly right of way line of Five Mile Road for a POINT OF BEGINNING; thence along said right of way line, S87 deg. 52' 44"W 1.96 feet to an angle point in said right of way line; thence continuing along said right of way line, S84 deg. 41' 52"W 1536.83 feet; thence N01 deg. 39' 44"W 1513.81 feet; thence N88 deg. 48' 45"W 378.69 feet; thence N41 deg. 56' 31"W 126.43 feet; thence S89 deg. 35' 50"W 480.85 feet; thence S89 deg. 30' 00"W 733.59 feet; thence N01 deg. 39' 44"W 769.22 feet; thence S88 deg. 20' 16"W 1852.81 feet to a point on the Easterly right of way line of Beck Road; thence along said right of way line, N02 deg. 04' 19"W 86.00 feet; thence N88 deg. 20' 16"E 400.00 feet; thence N02 deg. 04' 19"W 900.00 feet; thence N08 deg. 38' 00"E 1254.24 feet; thence N56 deg. 39' 44"W 258.00 feet; thence N33 deg. 59' 54"W 233.00 feet to a point on the Southerly right of way line of Six Mile Road; thence along said right of way line, N84 deg. 32' 32"E 2203.02 feet to an angle point in said right of way line; thence continuing along said right of way line, N84 deg. 43' 50"E 1226.24 feet; thence S53 deg. 24' 11"E 372.44 feet; thence S27 deg. 25' 20"E 205.00 feet; thence S03 deg. 37' 30"E 60.83 feet; thence N84 deg. 43' 50"E 185.00 feet; thence S02 deg. 03' 08"E 549.28 feet; thence S33 deg. 14' 00"E 136.68 feet; thence S55 deg. 41' 00"E 242.00 feet; thence S45 deg. 15' 00"E 120.00 feet; thence S80 deg. 00' 00"E 92.00 feet; thence N88 deg. 05' 00"E 140.44 feet to a point on the East line of said Section 16; thence along said East line, S02 deg. 03' 08"E 1079.79 feet to the 1/4 corner common to said Sections 15 and 16; thence along the East and West 1/4 line of said Section 15, N88 deg. 15' 15"E 994.91 feet; thence S01 deg. 44' 45"E 605.00 feet; thence N88 deg. 15' 15"E 599.00 feet; thence Northeasterly 330.93 feet along the arc of a circular curve to the left, having a radius of 356.50 feet, a central angle of 53 deg. 11' 12" and a chord which bears N61 deg. 39' 39"E 319.18 feet; thence N35 deg. 04' 03"E 355.70 feet; thence Northeasterly 410.76 feet along the arc of a circular curve to the right, having a radius of 442.50 feet, a central angle of 53 deg. 11' 12" and a chord which bears N61 deg. 39' 39"E 396.18 feet to a point on the East and West 1/4 line of said Section 15; thence along said 1/4 line, N88 deg. 15' 15"E 132.19 feet to a point on the Westerly right of way line of Sheldon Road; thence along said right of way line, S01 deg. 50' 18"E 86.00 feet; thence S88 deg. 15' 15"W 132.32 feet; thence Southwesterly 330.93 feet along the arc of a circular curve to the left, having a radius of 356.50 feet, a central angle of 53 deg. 11' 12" and a chord which bears S61 deg. 39' 39"W 319.18 feet; thence S35 deg. 04' 03"W 215.61 feet; thence N88 deg. 15' 15"E 547.44 feet to a point on the Westerly right of way line of Sheldon Road; thence along said right of way line, S01 deg. 50' 18"E 887.58 feet; thence S66 deg. 39' 16"W 1529.38 feet; thence S87 deg. 52' 44"W 1163.33 feet to a point on the East line of said Section 16; thence along said East line, S02 deg. 03' 08"E 757.00 feet to the Point of Beginning, being part of the Southwest 1/4 of said Section 15, Part of the East 1/2 of said Section 16 and part of the West 1/2 of said Section 16 and containing 459.14 acres of land more or less, subject to easements and restrictions of record.

PARCEL 2

Liber-32580

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DESCRIPTION: Parcel 2 (SFR-D)

Commencing at the North 1/4 corner of Section 15, T1S, R8E, Northville Township, Wayne County, Michigan; thence along the North and South 1/4 line of said Section 15, S01 deg. 49' 50"E 2650.48 feet to the Center of said Section 15; thence along the East and West 1/4 line of said Section 15, N88 deg. 09' 05"E 60.00 feet to the Easterly right of way line of Sheldon Road for a POINT OF BEGINNING; thence along said right of way line, N01 deg. 49' 50"W 450.00 feet; thence N88 deg. 13' 36"E 2289.06 feet to a point on the Westerly line of Lot 54 in Supervisor's Northville Plat No. 2 as recorded in Liber 66, on Page 34, Wayne County Records; thence along the Westerly line of said Lot 54, S02 deg. 01' 35"E 37.51 feet to the Southwesterly corner of said Lot 54; thence along the Southerly line of said Lot 54, N85 deg. 28' 29"E 103.08 feet to the Northwesterly corner of Lot 53 in said Plat; thence along the Westerly line of said Lot 53, S01 deg. 16' 03"W 354.81 feet; thence N88 deg. 09' 05"E 215.72 feet; thence N89 deg. 46' 47"E 262.25 feet to the Easterly line of said Lot 53; thence along said Easterly line S02 deg. 13' 33"W 56.34 feet to the East and West 1/4 line of Section 14, T1S, R8E, Northville Township, Wayne County, Michigan at a point bearing N88 deg. 57' 33"E 259.19 feet from the West 1/4 corner of said Section 14; thence continuing along the Easterly line of said Lot 53, S01 deg. 54' 38"W 3.71 feet to the Southeasterly corner of said Lot 53; thence along the Westerly right of way line of the Middle Rouge Parkway in the following five (5) courses: (1) S02 deg. 12' 14"W 180.65 feet, (2) S77 deg. 31' 20"W 659.51 feet, (3) S13 deg. 14' 49"E 390.24 feet, (4) S28 deg. 03' 29"E 826.05 feet and (5) S05 deg. 36' 10"E 68.92 feet to the center of a drainage way; thence along the center of said drainage way in an approximate Westerly direction as it winds and turns 4525 feet more or less to a point on the Easterly right of way line of Sheldon Road, said point bearing N79 deg. 05' 31"W 2698.90 feet from the last mentioned point in the center of said drainage way; thence along said Easterly right of way line, N01 deg. 50' 18"W 905.67 feet to the Point of Beginning, being part of the West 1/2 of said Section 14 and part of the East 1/2 of said Section 15 and part of said Lot 53. Containing 111.84 acres of land more or less, subject to easements and restrictions of record.

PARCEL 3

DESCRIPTION: Parcel 3 (SFR-D)

Commencing at the South 1/4 corner of Section 15, T1S, R8E, Northville Township, Wayne County, Michigan; thence along the North and South 1/4 line of said Section 15 and along the centerline of Sheldon Road, N01 deg. 50' 18"W 60.00 feet; thence along the Northerly right of way line of Five Mile Road and the Westerly extension thereof, N87 deg. 37' 56"E 1035.25 feet for a POINT OF BEGINNING; thence N24 deg. 07' 29"W 814.35 feet; thence N72 deg. 41' 15"E 229.92 feet to a point in the center of a drainage way; thence along the center of said drainage way in an approximate Easterly direction as it winds and turns, 2760 feet more or less to a point on the Westerly right of way line of Middle Rouge Parkway said point bearing N79 deg. 14' 30"E 1765.78 feet from the last mentioned point in the center of said drainage way; thence along said Westerly right of way line, S05 deg. 36' 10"E 574.28 feet to the Northwesterly right of way line of Phoenix Road (formerly Five Mile Road); thence along said Northwesterly right of way line and along the Northerly right of way line of Five Mile Road in the following three (3) courses: (1) S41 deg. 31' 23"W 506.45 feet, (2) Southwesterly 354.10 feet along the arc of a circular curve to the right, having a radius of 440.00 feet, a central angle of 46 deg. 06' 34" and a chord which bears S64 deg. 34' 40"W 344.62 feet and (3) S87 deg. 37' 56"W 1031.37 feet to the Point of Beginning, being part of the Southeast 1/4 of said Section 15 and part of the Southwest 1/4 of Section 14, T1S, R8E, Northville Township, Wayne County, Michigan. Containing 34.56 acres of land more or less, subject to easements and restrictions of record.

Liber-32580
EXHIBIT "E"

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NORTHVILLE HILLS GOLF CLUB

Exhibit "E"***NORTHVILLE HILLS GOLF CLUB*****SPECIAL BUILDING AND USE RESTRICTIONS
APPLICABLE TO TOURNAMENT DRIVE BETWEEN
SHELDON ROAD AND THE TURNABOUT****Section 1. DESIGN CONTROLS**

The following design controls for the use and development of property within *NORTHVILLE HILLS GOLF CLUB* have been adopted by the Board of Directors, upon recommendation of the Architectural Review Committee (ARC), for the purpose of providing clear and concise guidelines in order to create a high quality community for its residents.

The architectural and landscape designs for *NORTHVILLE HILLS GOLF CLUB* are intended to be a harmonious blend of buildings and sites stressing the warmth and texture of brick masonry, stone, and subdued natural materials. Steep rooflines of similar color and configuration are also intended to amplify the architectural continuity. Likewise, it is intended to favor retention of the existing natural characteristics of the overall site to the extent consistent with residential development.

Architectural styles are to be traditional, such as French, Early American Colonial, Federal, French Country, English, English Tudor, Georgian, and other similar styles. Contemporary styles are expressly prohibited. There shall be strict adherence to the following controls and the encouragement of design solutions which emphasize integration of the building and site but still encourage individuality within the confines of a traditional architectural style.

The location and orientation of the dwellings on the sites shall be carefully reviewed by the ARC to achieve maximum reasonable compatibility with their natural surroundings and each other. Additional factors to be taken into account in the approval process will include, without limitation, the simplicity, durability, continuity and integrity of the proposal. Consideration also will be given to the relationship of driveways and parking areas to neighboring residences and preservation of views. Without limiting the subjects regarding review and approval, all dwellings, drives, parking areas, private outdoor areas, lighting, walls, fences, landscaping (including plant materials and plans for preservation of trees) and other structures and improvements within a site in *NORTHVILLE HILLS GOLF CLUB* must be approved in writing by the ARC prior to commencement of any construction or alteration. External remodeling, repainting, restaining, or additions to existing structures also require written approval.

As provided in the Declaration, all residences shall be designed by an architect licensed to practice architecture in the State of Michigan and all construction plans shall be signed and sealed by a civil engineer licensed to practice in the State of Michigan.

The following exterior materials have been approved for use. Specifications and requirements may be varied under appropriate circumstances, but only with the express prior written consent of the ARC:

1. **Foundation:** Walls, foundation and all other masonry walls that will be exposed must be brick, stone or natural cement stucco. There will be no exposed cinder block or other block construction.
2. **Foundation Vents:** Foundation vents, if used, must be unobtrusive and painted or stained to blend into exterior masonry material. The type, material and color must be shown on the plans. The same type of vents is to be used on all sides of the dwelling. If they are to be wood, they shall be painted with a solid stain. Metal vents shall be painted.
3. **The front elevation exterior walls** shall be at least 60% brick or stone, or a combination of both. White and yellow brick are not permitted. The balance of the exterior walls (rear, sides) shall be brick to the belt, excluding "add ons" and bay windows. Vinyl and aluminum siding are prohibited (aluminum "wrap" of soffits, rakes and eaves will be allowed)
4. **Natural wood siding** shall be stained redwood, "Hardy" plank, cedar or cypress in smooth or textured finishes, vertical or horizontal only. No aluminum, vinyl, plywood, texture 1-11 or other simulated materials shall be allowed without the express prior written approval of ARC, which approval may be granted or withheld in its sole discretion based on the architectural standards and requirements of these Design Guidelines. Stucco board may be permitted with approval of the ARC.
5. **Natural cement stucco** or similar materials such as "Dryvit" in natural colors may be approved but must harmonize with the selected brick.
6. **Stone masonry** may be allowed in limited quantities with approval of the ARC. Dwellings exclusively or primarily of stone masonry will be reviewed on an individual basis.
7. **Doors:** Unique designs will be encouraged. Exterior hinged doors must be wood or metal, stained or painted, in the color of the siding, trim, or a harmonious color to be approved. Any storm doors must be individually approved, and of a color which matches the entry door or trim. Shiny or anodized aluminum doors will not be approved. Sliding glass doors are to be wood or clad. French doors may be substituted for sliding glass doors.

8. Garage doors shall be wood or aluminum having a wood appearance or stained or painted to match siding, if any, or a harmonious color to be approved.
9. Windows: Pella, Anderson, Coradco or other high quality windows, painted or stained, wood or clad windows in matching or harmonious colors. No metal or solid vinyl windows are allowed. Genuine muntins or "pane" patterns may be approved. Stained glass must be individually approved, used where an accent is desired, but kept to a minimum. Fixed glass panels shall be in wood or clad frames in matching or harmonious colors.
10. Walls, Trim and Frames: Stained wood to match the facia. Only subdued natural color, solid or semi-transparent stains and paint colors may be approved and only if they harmonize with the selected brick. Aluminum "wrap" on soffits, rakes and eaves is permitted.
11. Roofing materials: A minimum 25-years rated shingle is required; a 30-year rated shingle is encouraged.
12. Roof Pitches shall be 7/12 or steeper. Flat roofs for porches and other similar structures may be allowed with the approval of the ARC.
13. Roof Vents: The type and location of all roof and wall vents shall be shown on the building plans and built accordingly. Plumbing and other necessary vents shall be on rear roof slopes or on the roof ridge and may be of black Poly Vinyl Chloride (PVC) or painted to match the "aged" color of the roof. Metal vents, caps, and the flashing around them shall be painted to match the "aged" color of the roof, or placed on an exterior wall and boxed with wood trim or siding and stained or painted to match. Venting shall be done through soffits or roof sections that are not visible from outside the site, unless prior written approval is obtained from the ARC.
14. Chimneys: The exterior of all chimneys must be masonry.
15. Decks: Wooden decks, painted with a solid stain are to be used. Unpainted redwood or treated lumber may be substituted for the horizontal structure and decking, only. All benches, facia and decking should be redwood, cedar, or cypress. Where stains or paint are used, they must be of durable exterior quality. Deck supports shall be brick or wood. The green or yellow color of treated lumber shall not be permitted if visible from outside the site.
16. Walks, terraces, decks, and patios shall be shown as part of the landscape plan and constructed of materials compatible to the residence. It is recommended that all outdoor privacy areas such as patios and terraces shall be screened from direct view of any adjacent residence.

17. **Garages:** All residences shall have a minimum of a two-car attached garage. Front entry garages are prohibited. Side, court, or rear yard entry garages will be permitted. The ARC will determine whether a garage has a front entry and may waive the prohibition on front entry garages based on unique circumstances and these Design Guidelines. A garage holding more than four cars must obtain written prior approval from the ARC.
18. **Air conditioning units:** No window or wall mounted air conditioners. All exterior equipment will be located to minimize noise to adjacent homes and screened by landscaping so as to not be visible from road or adjacent residences.
19. **Driveways.** Driveways shall be constructed of asphalt paving, dark tinted exposed aggregate concrete or brick pavers. Common concrete paving is permitted. Driveways shall comply with the Northville Ordinance regarding location thereof. Circular driveways may be permitted.

Section 2. MINIMUM WIDTH AND SQUARE FOOTAGE REQUIREMENTS

The Declarant intends and desires that all dwellings in *NORTHVILLE HILLS GOLF CLUB* be architecturally harmonious and architecturally pleasing and that the design and location of such Dwellings take into account the preservation of trees and the natural environment of *NORTHVILLE HILLS GOLF CLUB*. Each dwelling shall have at least 2800 square feet. Single story dwellings are not permitted. The square footage areas of any garage or basement shall not be included in computing whether the foregoing minimum square footage requirements have been met. The square footage area of any two-story rooms shall be limited to the useable floor area of the room (i.e., the floor area of two-story rooms will not be doubled in determining the square footage of a dwelling). Not less than seventy-five percent (75%) of each of the first floor exterior walls of all dwellings shall be covered with brick or stone. The remaining twenty-five percent (25%) of the first floor exterior walls and all of the exterior walls on all other floors shall be of brick, stone and/or wood. Aluminum siding or asbestos or asphalt shingles shall not be used on the exterior walls of any floor of any dwelling. No construction contrary to the provisions of this paragraph shall be permitted unless prior written approval for same shall first have been obtained from Declarant and the ARC.

Section 3. ACCESSORY STRUCTURES

1. **Poolhouses, playhouses, tennis courts, platform tennis courts, basketball backstops and the like,** shall be permitted only with the approval of the ARC. All such approved structures shall be of compatible colors and materials.
2. **Outdoor playsets, "jungle gyms", slides, and the like,** must be approved by the ARC and shall generally be required to be made primarily of wood, located to the rear of the dwelling, screened by landscaping so not visible from the road and of compatible colors and materials. Metal playsets are prohibited.

3. Fencing will generally not be permitted except for low screens, such as to conceal Heating Venting Air Conditioning (HVAC) equipment. Where additional privacy fencing is permitted by the ARC, it must be for a specific purpose, enclose a limited area, not diminish views from adjacent property, and be of colors, materials and location compatible with the design of the residence. No site line fencing or walling will be permitted.

4. Lawn sculptures: No lawn ornaments, sculptures, or statues can be placed on any site without approval of the ARC.

5. Dog kennels and runs are not allowed. Exceptions may be made by the ARC where the owner conclusively demonstrates that noise and odor problems will not occur, and any such approval is subject to revocation upon complaint of residents or determination by the ARC that the dog kennel or run is detrimental to the community in any manner. No animals except dogs or cats may be maintained without written approval of Association. A maximum of 2 dogs and 2 cats are allowed per site. No animals may be maintained for commercial or breeding purposes. No animal may be permitted to run loose. Animals off of the owner's site must be kept on a leash.

WK000077.DOC:3

EXHIBIT "F-1"

LANDSCAPE MAINTENANCE AGREEMENT

LANDSCAPE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this 16 day of December, 1999 by and among the Charter Township of Northville, a municipal corporation, with principal offices located at 41600 Six Mile Road, Northville, Michigan 48167 ("Township"), and Toll Northville Limited Partnership, a Michigan Limited Partnership, with principal offices located at 30840 Northwestern Highway, Ste. 270, Farmington Hills, Michigan 48334 ("Developer").

RECITALS

- A. The Developer is the owner of and has developed certain property located in Northville Township, Wayne County, Michigan as more particularly described in Attachment "A" ("Development") attached hereto and made a part hereof for all purposes;
- B. The Developer has established the Development as Northville Hills Golf Club Subdivision No. 2;
- C. The Developer shall cause to be created and duly established, a Michigan Non-Profit Corporation for a perpetual term and composed of all of the owners of the Properties and Lots in the Development(s), which corporation shall be known as the Northville Hills Golf Club Association (Association).
- D. The Developer will install certain landscape plantings (collectively, "Landscape Improvements") on limited portions of the public rights-of-way of the County of Wayne, Michigan, a public corporation ("County"). The County has approved the installation of the Landscape Improvements pursuant to Landscape Plan Nos. L-2, L-3, L-4, L-6, L-7, L-9 and L-10 dated January 5, 1999 prepared by Grissim/Metz Associates ("Plans"), a copy of the Plans are attached hereto as Attachment "B" and made a part hereof for all purposes;
- E. The County has issued its Permit C-25924, dated October 20, 1999 ("Permit"), a copy of the Permit is attached hereto as Attachment "C" and made a part hereof for all purposes, authorizing the installation and maintenance of the Landscape Improvements provided that the Township assumes the obligation for the maintenance of the Landscape Improvements;
- F. The Township and the Developer desire to transfer certain maintenance responsibilities of the Township under the Permit to the Developer and/or association, as applicable, and to confirm the terms and the conditions of such transfer of responsibilities by the Agreements.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants and benefits to be derived hereunder, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Developer and association, as applicable, shall assume the obligations of the Township under the Permit, and agree as follows:
 - a. To maintain the Landscape Improvements located within the County public rights-of-way.
 - b. To indemnify, save harmless, and defend the County, its officials, agents, and employees against any and all claims, suits and judgments of every name and description arising out of the installation and maintenance of the Landscape Improvements located within the rights-of-way, with such responsibility of the Developer and association, as applicable, not to be construed as a liability for damages caused by or resulting from the negligence of the County, its officials, agents or employees.
 - c. To maintain the plants and related facilities at no expense to the County.
2. The Developer and association, as applicable, shall indemnify, save harmless, and defend the Township, its officials, agents and employees against any and all claims suits and judgments of every name and description arising out of the installation and maintenance of the Landscape Improvements located within the Wayne County public rights-of-way.
3. The Developer and association, as applicable, shall maintain the Landscape Improvements at no expense to the Township.
4. Notwithstanding the Developer's and Association's assumption of the obligations of Paragraph 3 hereof, the Township shall retain jurisdiction over the Landscape Improvements that will result from implementing the Plan within the Wayne County public rights-of-way and its rights and remedies under the Permit or any applicable statute, ordinance, rule or regulation and hereby preserved. Without limitation of the foregoing, the Developer and association, as applicable, shall perform the following maintenance at their sole cost and expense:
 - a. Periodic mowing of grass areas no less than three (3) times each growing season;
 - b. Removal of all debris from landscaped rights-of-way, including litter, broken branches and other objects which are unsightly,
 - c. Periodic inspection of the Landscape Improvements to ensure that said improvements are in good and sightly conditions; and

- d. Repair or replace of damaged or dead plant material, trees, shrubs or sod.
5. The Developer and association, as applicable, hereby grants an irrevocable license to the Township, its employees, agents, independent contractors, successors and assigns to enter, only to the extent necessary, upon the property depicted in Exhibit A hereto, at all reasonable times, for the purpose of inspecting, repairing, maintaining, removing and installing Landscape Improvements and any other related improvements that are the subject of this Agreement. Notwithstanding any of the foregoing, the license granted pursuant to this Paragraph 5 shall not entitle the Township, its employees, agents, independent contractors, successors and assigns to (a) repair, maintain, remove or install the Landscape Improvements and any other related improvements that are the subject of this Agreement without first giving written notice to Developer and association, as applicable, of its failure to perform its obligations hereunder and allowing a reasonable time thereafter to cure such failure, or (b) do any act or thing or exercise any power which would interfere with or disturb the use or enjoyment, future or otherwise, of the Developer, the Association or any lot owner (as such term is defined in the Development Documents) and their respective successors and assigns or any portion of the Development. Any costs incurred by the Township for inspecting, repairing, maintaining, removing or installing landscaping improvements or any other costs incurred by the Township in taking action authorized under this agreement shall be paid by the Developer and association, as applicable.
6. The Developer shall impose the restrictions, covenants and license contained herein upon the Development by incorporating the terms hereof by reference in those documents against the Development in Wayne County Records, which Development Documents shall run with the land and be binding upon all owners thereof, their agents, personal representatives, heirs, successors and assigns.
7. The parties hereto make the agreement on behalf of themselves, their successors and assigns hereby warrant that they have authority and capacity to make this agreement. All references to Developer herein shall include any successor to the Developer who or which may act as Developer of the development or any part thereof and the non-profit association of property owners. So long as the Developer has not violated any of the terms of this agreement during its period of ownership, it shall be relieved of further responsibility hereunder upon the conveyance to a successor Developer. A Developer that has violated the terms of this agreement shall remain responsible for the installation, maintenance and repair of landscaped improvements until such time that the violation is cured. The Developer shall complete the installation of all landscaped improvements before transferring its maintenance obligations to the association. At such time as control of the association is transferred from the Developer to the association consisting of owners of the properties and lots within the development, the liability of the Developer shall be transferred and assumed by the association, provided the Developer has installed the required landscape improvements, without the need without the need for further documentation and the Developer shall be released from any and all liability under this agreement from and after the date of such transfer.
8. Entry upon the Development by the Township, its agents, employees, or independent contractors pursuant to the license contained herein shall not constitute a dedication to the

Township or an acceptance of title by the Township. The Township does not by its exercise of any right under such license or this Agreement constitute directly or indirectly the Association or the Developer as the agents or beneficiaries of the Township and the Township shall in any event retain its full governmental immunity. Any act, right, or obligation of the Township, either specifically or by implication, arising from or occurring as a result of this Agreement or the Agreement between the Board of Trustees and the Township or the Development Documents shall be done or omitted by the Township in its sole and exclusive discretion. The Township shall not be liable for damages, by specific performance or otherwise through the Association, any matter in connection with the Agreement, the Agreement between the County and the Township or the Development Documents:

9. If the Developer and association, as applicable, at any time fail to perform the Landscape Improvements Maintenance, the Township may serve written notice upon the Developer and association, as applicable, identifying specific failures to reasonably perform the Landscape Improvements Maintenance and shall demand that the deficiencies be cured within a specified reasonable time. At the request of the Developer or successors, a hearing may be established by the Township Board or other official body delegated the responsibility to determine whether additional time is required for curing the deficiencies. If a hearing is held, the Township may, but shall not be required to modify the terms of the original notice of the deficiency and grant an extension of time within which they may be cured.
10. If the deficiencies set forth in the notice are not cured within a reasonable time or any extension granted by the Township, the Township may enter on to the development and perform the Landscape Improvements Maintenance. In the event that the Township performs any Landscape Improvements Maintenance it shall have a right to assess all costs, expenses and charges against the Developer and association, as applicable, who shall be severally, and not jointly liable for the total costs of maintenance performed. Such costs, if not paid when due, shall be assessed by the Township to the owners of property within the Association as reflected in the tax rolls. The assessment shall be placed on a pro-rata basis to each member of the Association in the same manner as any property tax or assessment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of the day and year first above written.

WITNESSES (2):

DEVELOPER: TOLL-NORTHVILLE LP.

X [Signature]
(Print Name) LORRAINE T. MATSUOKA

BY: G. McDonald
Its: Senior Project Manager

X [Signature]
(Print Name) Grace Yu

BY: _____
Its: _____

UNDERNEATH ALL SIGNATURES, NAMES MUST BE PRINTED OR TYPED

State of _____)
County of _____)SS

The foregoing instrument was acknowledged before me this 24th day of November, 1999. By G. McDonald, who acknowledges that (s)he has read the foregoing instrument and executed same on behalf of Toll-Northville L.P.

LORRAINE T. MATSUOKA
Notary Public, Oakland County, MI
My Commission Expires July 12, 2001

[Signature]

Notary Public, _____ County, MI
My Commission Expires: _____

WITNESSES (2):

TOWNSHIP:

X _____
(Print name)

BY: _____
Karen M. Woodside, Supervisor

X _____
(Print name)

BY: _____
Sue A. Hillebrand, Clerk

State of _____)
)ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 19____. By Karen M. Woodside, Supervisor and Sue A. Hillebrand, Clerk of the Charter Township of Northville, a Michigan Municipal Corporation, on behalf of the corporation.

Notary Public, _____ County, MI

My commission expires: _____

This instrument is exempt from the Michigan transfer tax pursuant to Section 5a, being MCLA 207.505a.

This instrument accepted by the Board of Trustees of the Northville Charter Township at its meeting of _____, 19____, and directed to be recorded.

After recording, return this instrument to:

Township Clerk
Charter Township of Northville
41600 Six Mile Road
Northville, Michigan 48167

The form of this instrument drafted by:

James E. Tamm, Esq.
O'Connor, DeGrazia & Tamm, P.C.
4111 Andover Road, Suite 300 East
Bloomfield Hills, Michigan 48302

ATTACHMENT "A"

LEGAL DESCRIPTION FOR SUB NO. 2

ATTACHMENT "B"

LANDSCAPE PLANS L-2, L-3, L-4, L-6, L-7, L-9 & L-10

TITLE ATTACHMENT "B"

Sheet 1 of 7

and so on

ATTACHMENT "C"

WAYNE COUNTY
DEPARTMENT OF PUBLIC SERVICESCOUNTY OF WAYNE, MICHIGAN
416-CLIFFORD
DETROIT, MICHIGAN 48226
224-7860

PERMIT TO CONSTRUCT, OPERATE, USE, AND/OR MAINTAIN

72 HOURS PRIOR TO
ANY CONSTRUCTION,
CALL 595-6515
FOR INSPECTION2 HOURS BEFORE YOU DIG,
AL MISS DIG 1-800-482-7181

PERMIT No.

C-25924

ISSUE DATE

10/20/99

EXPIRES

N/A

REVIEW No.

R 99-590

WORK ORDER

LIBER-325800

Page 78

PROJECT NAME

MAINTENANCE AGREEMENT (NORTHVILLE HILLS GOLF CLUB SUBD. PHASE 2)

LOCATION

CITY/TOWNSHIP

SIX MILE & SHELDON ROADS

NORTHVILLE TWP.

PERMIT HOLDER

CONTRACTOR

NORTH TOWNSHIP OF NORTHVILLE
800 W. SIX MILE ROAD
NORTHVILLE, MI 48167-2397

CONTACT

PHONE

24 HOUR PHONE

CONTACT

PHONE

24 HOUR PHONE

I WEAVER

(248) 348-5820

DESCRIPTION OF PERMITTED ACTIVITY

ASSUME ALL MAINTENANCE RESPONSIBILITIES FOR THE PERMITTED LANDSCAPING, TREE PLANTING, TRAFFIC MEDIAN LIGHTS, CITY ICON SIGNS AND BIKE PATHS WITHIN NORTHVILLE HILLS GOLF CLUB PHASE 2 AT NO EXPENSE TO WAYNE COUNTY. PERMIT C- FOR CONSTRUCTION OF THE LANDSCAPING.

VED PLANS PREPARED BY

PLANS APPROVED ON

FEE SUMMARY

DEPOSITOR

REQUIRED ATTACHMENTS:

T FEE \$ 0.00
 REVIEW FEE \$ 0.00
 FEE \$ 0.00
 BOND \$ 0.00
 CTION DEPOSIT \$ 0.00
 ACCOUNT DEPOSIT \$ 0.00
 \$ 0.00

FINANCIAL INSTITUTION

PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS

PAYMENT

CHECK No.

TYPE

CASHIER

DATE

\$

None

OPERATION OF THE PERMIT HOLDER AND CONTRACTOR AGREEING TO ABIDE BY AND CONFORM WITH ALL TERMS AND CONDITIONS HEREIN, A PERMIT IS HEREBY ISSUED TO THE ABOVE TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN WITHIN THE ROAD RIGHT OF WAY, COUNTY EASEMENT, AND/OR, COUNTY PROPERTY. THE PERMITTED WORK DESCRIBED ABOVE ACCOMPLISHED IN ACCORDANCE WITH APPROVED PLANS, MAPS, SPECIFICATIONS, AND STATEMENTS FILED WITH THIS OFFICE WHICH ARE INTEGRAL TO AND MADE PART OF THIS PERMIT. FURTHERMORE, THE GENERAL CONDITIONS AS WELL AS ANY REQUIRED ATTACHMENTS ARE INCORPORATED AS PART OF THIS PERMIT.

NORTH TOWNSHIP OF NORTHVILLE
HOLDER / AUTHORIZED AGENT

DATE

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

YCC/CAL

PREPARED BY

CTOR / AUTHORIZED AGENT

DATE

VALIDATED BY PERMIT COORDINATOR

DATE

LANDSCAPE MAINTENANCE AGREEMENT

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- B. The Developer has established the Development as Northville Hills Golf Club Subdivision No. 1;
- C. The Developer shall cause to be created and duly established, a Michigan Non-Profit Corporation for a perpetual term and composed of all of the owners of the Properties and Lots in the Development(s), which corporation shall be known as the Northville Hills Golf Club Association (Association).
- D. The Developer will certain landscape plantings (collectively, "Landscape Improvements") on limited portions of the public rights-of-way of the County of Wayne, Michigan, a public corporation ("County"). The County has approved the installation of the Landscape Improvements pursuant to Landscape Plan Nos. L-10, L-11, L-12, L-13, L-15, and L-16 dated January 5, 1999 prepared by Grissim/Metz Associates ("Plans"), a copy of the Plans are attached hereto as Attachment "B" and made a part hereof for all purposes;
- E. The County has issued its Permit C-25899, dated October 8, 1999 ("Permit"), a copy of the Permit is attached hereto as Attachment "C" and made a part hereof for all purposes, authorizing the installation and maintenance of the Landscape Improvements provided that the Township assumes the obligation for the maintenance of the Landscape Improvements;
- F. The Township and the Developer desire to transfer all maintenance responsibilities of the Township under the Permit to the Developer and association, as applicable; and to confirm the terms and the conditions of such transfer of responsibilities by the Agreements.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants and benefits to be derived hereunder, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Developer and association, as applicable, shall assume the obligations of the Township under the Permit, and agree as follows:
 - a. To maintain the Landscape Improvements located within the County public rights-of-way.
 - b. To indemnify, save harmless, and defend the County, its officials, agents, and employees against any and all claims, suits and judgments of every name and description arising out of the installation and maintenance of the Landscape Improvements located within the rights-of-way, with such responsibility of the Developer and association, as applicable, not to be construed as a liability for damages caused by or resulting from the negligence of the County, its officials, agents or employees.
 - c. To maintain the plants and related facilities at no expense to the County.
2. The Developer and association, as applicable, shall indemnify, save harmless, and defend the Township, its officials, agents and employees against any and all claims suits and judgments of every name and description arising out of the installation and maintenance of the Landscape Improvements located within the Wayne County public rights-of-way.
3. The Developer and association, as applicable, shall maintain the Landscape Improvements at no expense to the Township.
4. Notwithstanding the Developer's and Association's assumption of the obligations of Paragraph 3 hereof, the Township shall retain jurisdiction over the Landscape Improvements that will result from implementing the Plan within the Wayne County public rights-of-way and its rights and remedies under the Permit or any applicable statute, ordinance, rule or regulation and hereby preserved. Without limitation of the foregoing, the Developer and association, as applicable, shall perform the following maintenance at their sole cost and expense:
 - a. Periodic mowing of grass areas no less than three (3) times each growing season;
 - b. Removal of all debris from landscaped rights-of-way, including litter, broken branches and other objects which are unsightly.
 - c. Periodic inspection of the Landscape Improvements to ensure that said improvements are in good and sightly conditions; and

- d. Repair or replace of damaged or dead plant material, trees, shrubs or sod.
5. The Developer and association, as applicable, hereby grants an irrevocable license to the Township, its employees, agents, independent contractors, successors and assigns to enter, only to the extent necessary, upon the property depicted in Exhibit A hereto, at all reasonable times, for the purpose of inspecting, repairing, maintaining, removing and installing Landscape Improvements and any other related improvements that are the subject of this Agreement. Notwithstanding any of the foregoing, the license granted pursuant to this Paragraph 5 shall not entitle the Township, its employees, agents, independent contractors, successors and assigns to (a) repair, maintain, remove or install the Landscape Improvements and any other related improvements that are the subject of this Agreement without first giving written notice to Developer and association, as applicable, of its failure to perform its obligations hereunder and allowing a reasonable time thereafter to cure such failure, or (b) do any act or thing or exercise any power which would interfere with or disturb the use or enjoyment, future or otherwise, of the Developer, the Association or any lot owner (as such term is defined in the Development Documents) and their respective successors and assigns or any portion of the Development. Any costs incurred by the Township for inspecting, repairing, maintaining, removing or installing landscaping improvements or any other costs incurred by the Township in taking action authorized under this agreement shall be paid by the Developer and association, as applicable.
6. The Developer shall impose the restrictions, covenants and license contained herein upon the Development by incorporating the terms hereof by reference in those documents against the Development in Wayne County Records, which Development Documents shall run with the land and be binding upon all owners thereof, their agents, personal representatives, heirs, successors and assigns.
7. The parties hereto make the agreement on behalf of themselves, their successors and assigns hereby warrant that they have authority and capacity to make this agreement. All references to Developer herein shall include any successor to the Developer who or which may act as Developer of the development or any part thereof and the non-profit association of property owners. So long as the Developer has not violated any of the terms of this agreement during its period of ownership, it shall be relieved of further responsibility hereunder upon the conveyance to a successor Developer. A Developer that has violated the terms of this agreement shall remain responsible for the installation, maintenance and repair of landscaped improvements until such time that the violation is cured. The Developer shall complete the installation of all landscaped improvements before transferring its maintenance obligations to the association. At such time as control of the association is transferred from the Developer to the association consisting of owners of the properties and lots within the development, the liability of the Developer shall be transferred and assumed by the association, provided the Developer has installed the required landscape improvements, without the need without the need for further documentation and the Developer shall be released from any and all liability under this agreement from and after the date of such transfer.
8. Entry upon the Development by the Township, its agents, employees, or independent contractors pursuant to the license contained herein shall not constitute a dedication to the

Township or an acceptance of title by the Township. The Township does not by its exercise of any right under such license or this Agreement constitute directly or indirectly the Association or the Developer as the agents or beneficiaries of the Township and the Township shall in any event retain its full governmental immunity. Any act, right, or obligation of the Township, either specifically or by implication, arising from or occurring as a result of this Agreement or the Agreement between the Board of Trustees and the Township or the Development Documents shall be done or omitted by the Township in its sole and exclusive discretion. The Township shall not be liable for damages, by specific performance or otherwise through the Association, any matter in connection with the Agreement, the Agreement between the County and the Township or the Development Documents.

9. If the Developer and association, as applicable, at any time fail to perform the Landscape Improvements Maintenance, the Township may serve written notice upon the Developer and association, as applicable, identifying specific failures to reasonably perform the Landscape Improvements Maintenance and shall demand that the deficiencies be cured within a specified reasonable time. At the request of the Developer or successors, a hearing may be established by the Township Board or other official body delegated the responsibility to determine whether additional time is required for curing the deficiencies. If a hearing is held, the Township may, but shall not be required to modify the terms of the original notice of the deficiency and grant an extension of time within which they may be cured.
10. If the deficiencies set forth in the notice are not cured within a reasonable time or any extension granted by the Township, the Township may enter on to the development and perform the Landscape Improvements Maintenance. In the event that the Township performs any Landscape Improvements Maintenance it shall have a right to assess all costs, expenses and charges against the Developer and association, as applicable, who shall be severally, and not jointly liable for the total costs of maintenance performed. Such costs, if not paid when due, shall be assessed by the Township to the owners of property within the Association as reflected in the tax rolls. The assessment shall be placed on a pro-rata basis to each member of the Association in the same manner as any property tax or assessment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of the day and year first above written.

WITNESSES (2):

X [Signature]
(Print Name) LORRAINE T. MATSUOKA

X [Signature]
(Print Name) Grace Yu

DEVELOPER: TOLL-NORTHVILLE LP

BY: [Signature]
Its: Senior Project Manager

BY: _____
Its: _____

UNDERNEATH ALL SIGNATURES, NAMES MUST BE PRINTED OR TYPED

State of _____)

County of _____) SS

The foregoing instrument was acknowledged before me this 29th day of November, 1999. By G. McDonald, who acknowledges that (s)he has read the foregoing instrument and executed same on behalf of Toll - Northville L.P.

LORRAINE T. MATSUOKA
Notary Public, Oakland County, MI
My Commission Expires July 12, 2001

[Signature]
Notary Public, _____ County, MI
My Commission Expires: _____

BIKE PATH MAINTENANCE AGREEMENT

THIS AGREEMENT is made this 16 day of December, 1999, by and among the Charter Township of Northville, a municipal corporation, with principal offices located at 41600 Six Mile Road, Northville, Michigan 48167 ("Township"); and Toll Northville Limited Partnership, with principal offices located at 30840 Northwestern Highway, Ste. 270, Farmington Hills, Michigan 48334 ("Developer").

RECITALS

- A. The Developer has an interest in land and has developed certain property located in Northville Township, Wayne County, Michigan known as Northville Hills Golf Club Subdivision No. 2, ("Development") as more particularly described in Attachment "A" attached hereto and made a part hereof for all purposes;
- B. As part of site plan approval by the Township, the Developer has proposed to install a bike path within portions of the rights-of-way in Beck Road that are under the jurisdiction of the Wayne County Department of Public Services;
- C. As a condition of approval of the installation of the bike bath pursuant to plan proposed by Developer, the Charter County of Wayne ("County") requires the Township to maintain the bike path as identified in Attachment "B", Wayne County Permit, No. C-25924, dated October 20, 1999;
- D. The Township and the Developer desire to transfer certain maintenance responsibilities of the Township under County Permit requirements to the Developer and its successors and assigns and to confirm the terms and the conditions of responsibilities;
- E. Wayne County will not issue the permit for the bike path unless Northville Township signs the permit by which the County imposes on the Township maintenance obligation;
- F. Absent the obligation imposed by this Agreement, Northville Township is under no obligation to sign the Wayne County permit which Developer needs to go forward with said improvements;

AGREEMENT

NOW, THEREFORE, and in consideration of the mutual covenants and benefits to be derived hereunder, the receipt, adequacy and sufficiency of which is hereby acknowledged and which include signing the County permit, the parties hereto agree as follows:

1. The Developer shall assume the obligations of the Township under the Permit issued by Wayne County to perform work within the rights-of-way, and agree as follows:
 - a. To maintain the bike path constructed within the County rights-of-way;
 - b. To indemnify, save harmless, and defend the County, its officials, agents, and employees against any and all claims, suits and judgments of every name and description arising out of the installation and/or maintenance of the bike path located within the rights-of-way, with such responsibility of the Developer and Association not to be construed as a liability for damages caused by or resulting from the negligence of the County, its officials, agents or employees.
 - c. To regularly inspect the bike path to insure that it is reasonably safe and convenient for public travel. Ice and snow shall be removed from the bike path when necessary for the safety and convenience of public travel. Developer shall, with or without notice, regularly repair and maintain the bike path in order to prevent a defective or hazardous condition.
2. The Developer and its successors shall indemnify, save harmless, and defend the Township, its officials, agents and employees against any and all claims, suits and judgments of every name and description arising out of the installation and/or maintenance of the bike path located within the Wayne County public rights-of-way with such responsibility of the Developer and its successors not to be construed as liability for damages caused by or resulting from the sole negligence of the Township, its officials, agents or employees.
3. The Developer and its successors shall maintain the bike path at no expense to the Township.
4. Notwithstanding the Developer's assumption of these obligations, the Township shall retain authority to enforce any applicable statute, ordinance, rule or regulation requiring maintenance of the bike path and compliance with the Plan approved for construction within the Wayne County public rights-of-way.
5. If the Developer or its successor or assigns at any time fail to perform maintenance of the bike path, the Township may serve written notice upon the Developer or its successor identifying specific failures to reasonably perform maintenance of the bike path and shall demand that the deficiencies be cured within a specified reasonable time. At the request

of the Developer or successors, a hearing may be established by the Township Board or other official body delegated the responsibility to determine whether additional time is required for curing the deficiencies. If a hearing is held, the Township may, but shall not be required to modify the terms of the original notice of the deficiency and grant an extension of time within which the deficiency may be cured.

6. If the deficiencies set forth in the notice are not cured within a reasonable time or any extension granted by the Township, the Township may enter on to the development and perform the maintenance required. In the event that the Township performs any maintenance on the bike path it shall have a right to assess all costs, expenses and charges against the Developer, its co-owners or their successors and assigns that shall be jointly and severally liable for the total costs of maintenance performed. Such costs, if not paid when due, shall be assessed by the Township to the owners of property within the Association as reflected in the tax rolls. An additional 25% of the total cost of maintenance or repairs shall be charged against the Developer, its heirs, successors or assigns for any work or maintenance performed by the Township pursuant to this Agreement. Any such costs or damages, if not paid when due, shall be assessed by the Township to the owner of the Property, or its successors, as reflected in the tax roles.
7. The parties hereto make the Agreement on behalf of themselves, their successors and assigns and the signers hereby warrant that they have the authority and capacity to make this Agreement. All references to Developer herein shall include any successor to the Developer who or which may act as Developer of the Property or any part thereof. So long as Developer shall not violate any of the terms of this Agreement, it shall be relieved of further responsibilities hereunder upon the conveyance by it of the Development to a successor developer.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of the day and year first above written.

WITNESSES:

DEVELOPER: Toll-Northville L.P.

[Signature]
Lorraine T. Matsuka

BY: [Signature]
its: Senior Project Manager

[Signature]
Grace Yu

BY: _____
Its: _____

UNDERNEATH ALL SIGNATURES, NAMES MUST BE PRINTED OR TYPED

STATE OF MICHIGAN)
)SS
COUNTY OF)

The foregoing instrument was acknowledged before me this 29th day of November, 1999. By G. McDonald, who acknowledges that (s)he has read the foregoing instrument and executed same on behalf of Toll-Northville, L.P.

LORRAINE T. MATSUKA
Notary Public, Oakland County, MI
My Commission Expires July 12, 2001

[Signature]
Notary Public, _____ County, MI
My Commission Expires: _____

WITNESSES:

CHARTER TOWNSHIP OF NORTHVILLE,
a Michigan Municipal Corporation

BY: _____
Supervisor

BY: _____
Clerk

UNDERNEATH ALL SIGNATURES, NAMES MUST BE PRINTED OR TYPED

STATE OF MICHIGAN)
)ss
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this ____ day of _____, 1999, by _____ and _____, the Supervisor and Clerk respectively of the Charter Township of Northville, a Michigan Municipal Corporation, on behalf of the corporation.

Notary Public, _____ County, MI

My Commission Expires: _____

This instrument after recording return to:

Township Clerk
Charter Township of Northville
41600 Six Mile Road
Northville, Michigan 48167

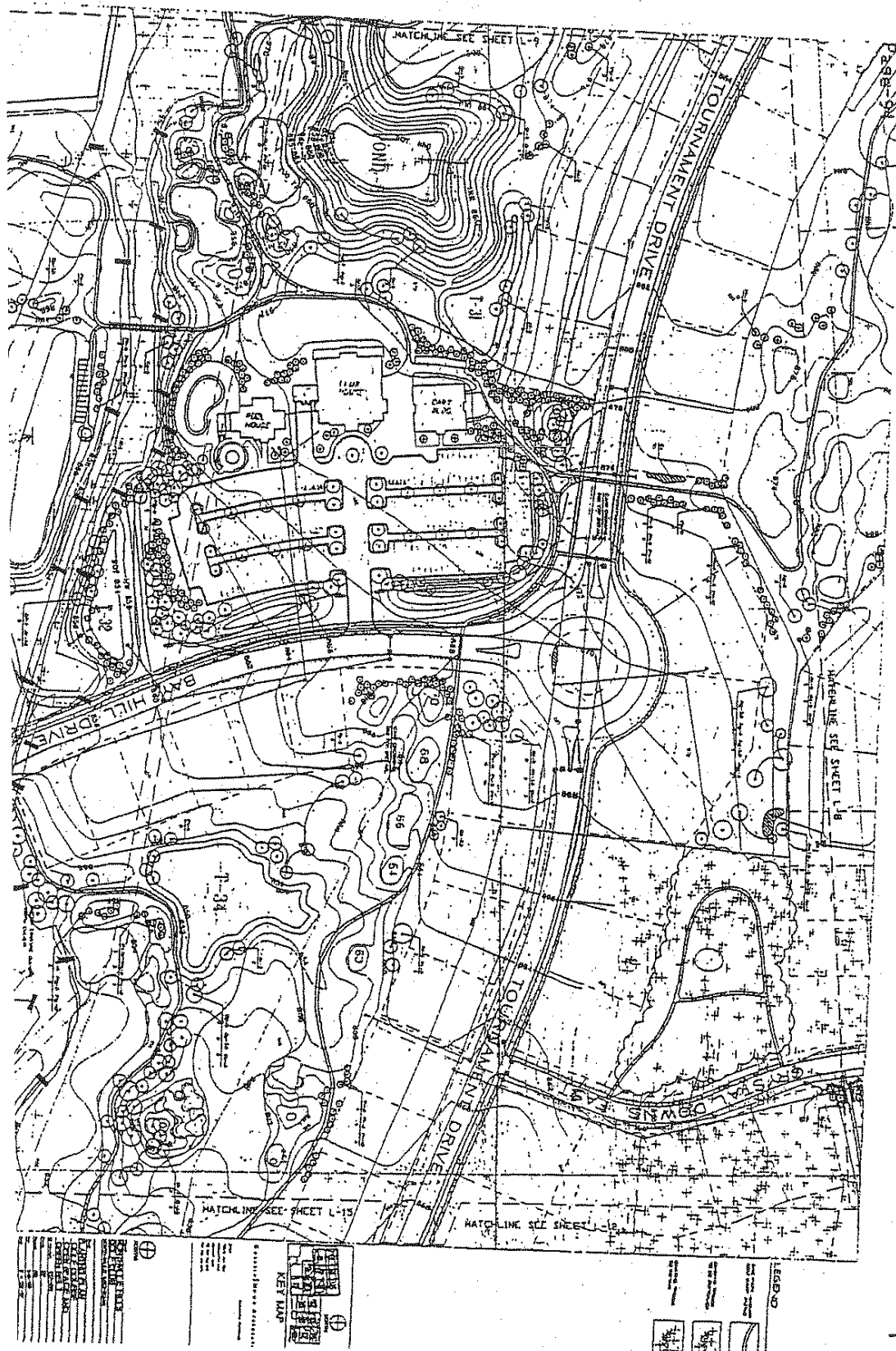
The form of this instrument drafted by:

James E. Tamm, Esq.
O'Connor, DeGrazia & Tamm, P.C.
4111 Andover Road, Suite 300 East
Bloomfield Hills, Michigan 48302

ATTACHMENT "A"

LEGAL DESCRIPTION FOR SOB NO. 2

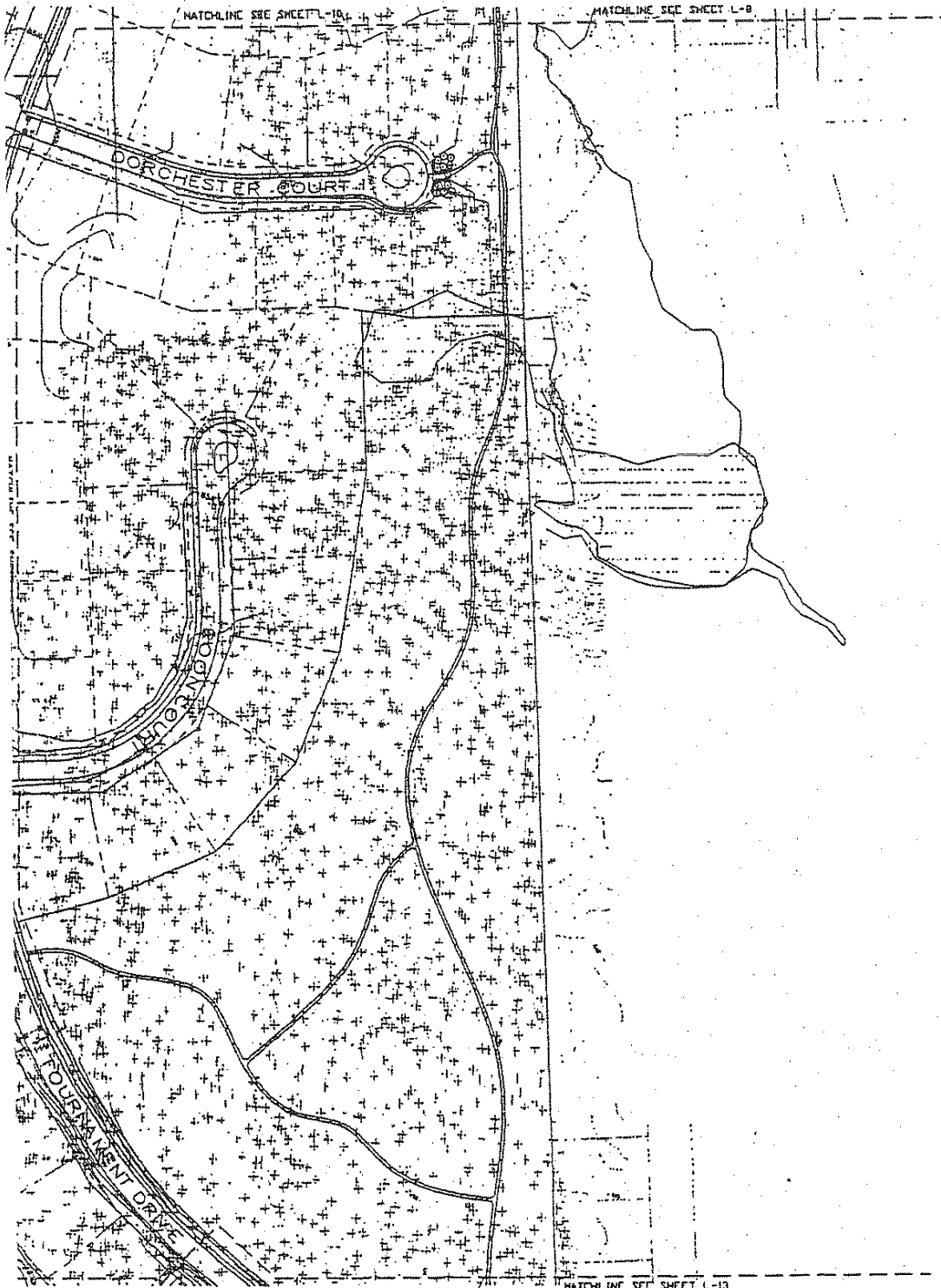
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ATTACHMENT "B"
Sheet 2 of 6

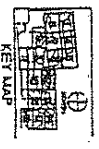


ATTACHMENT "B"
Sheet 3 of 6



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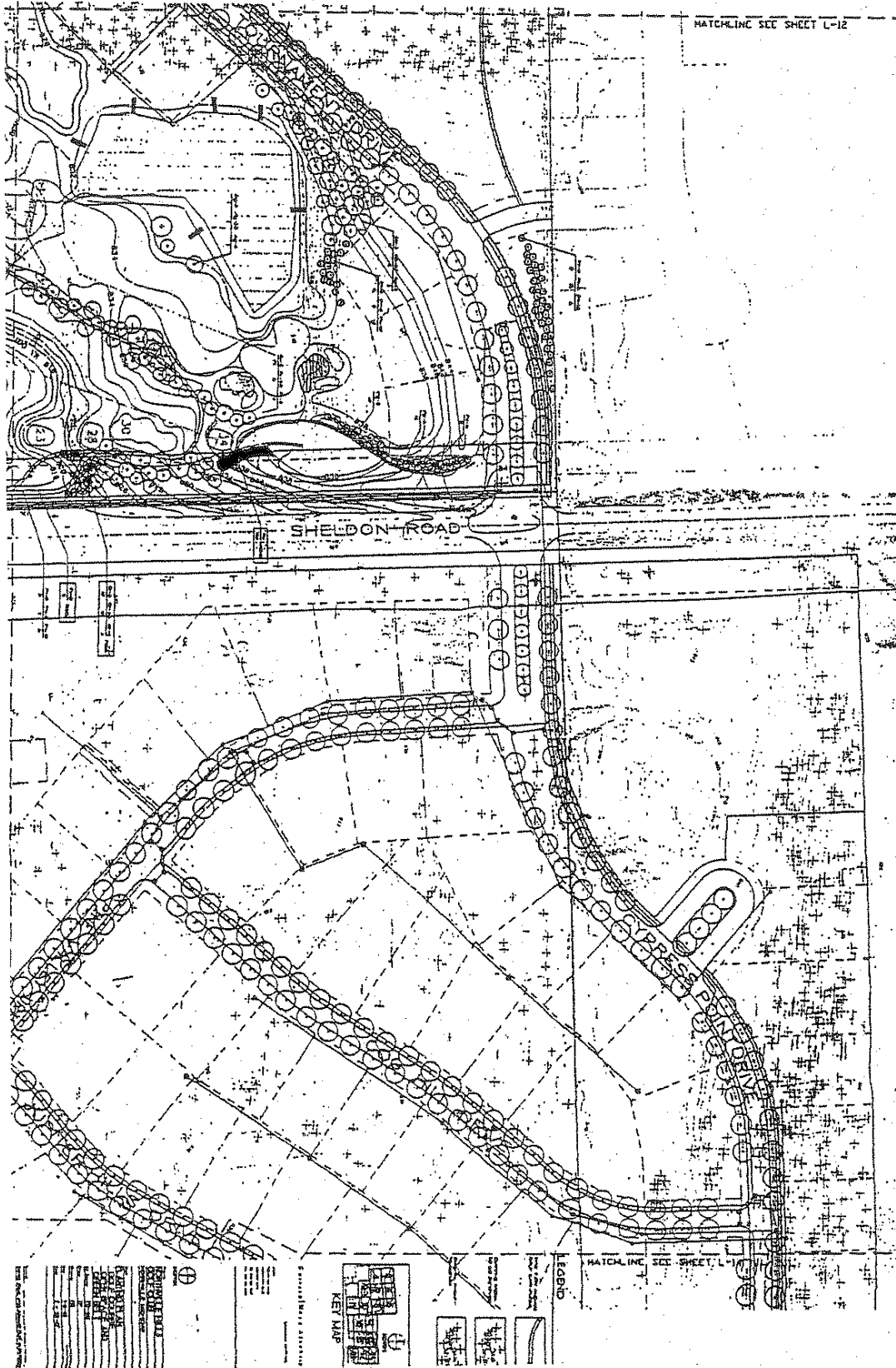
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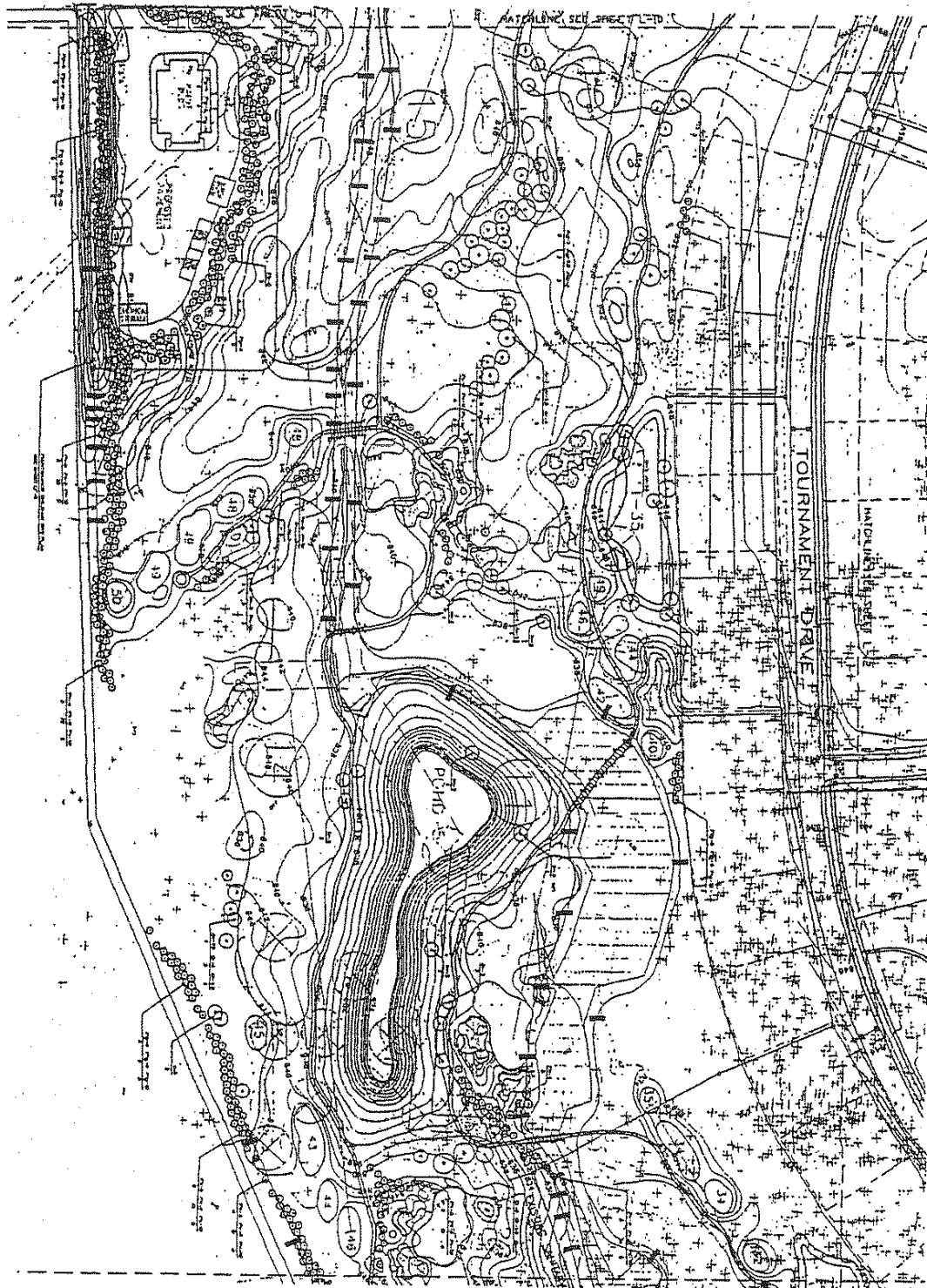
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ATTACHMENT "B"
Sheet 4 of 6

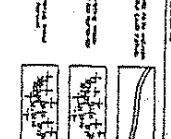
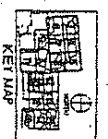


ATTACHMENT "B"
Sheet 5 of 6

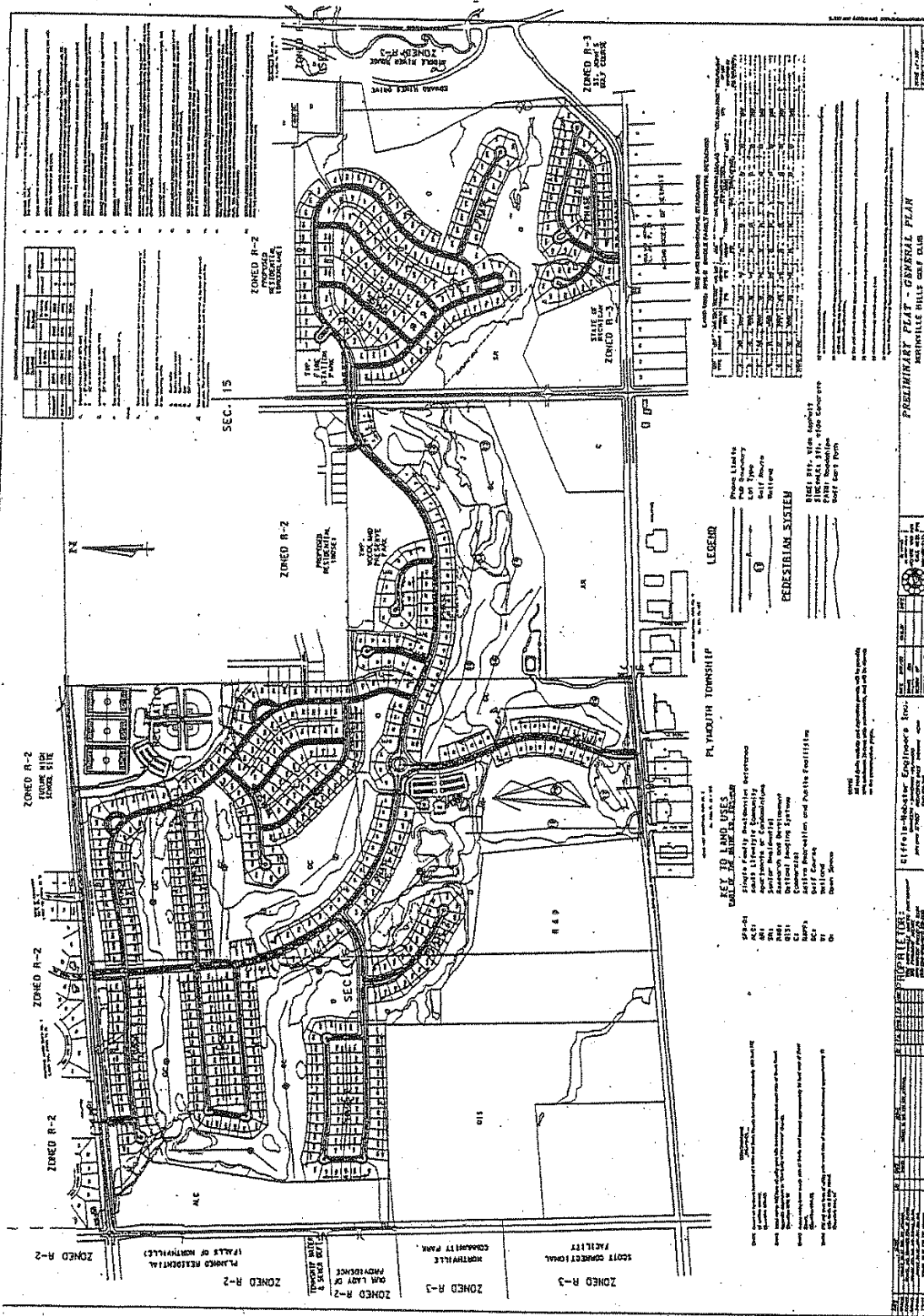


Symbol	Description
(Symbol)	Water
(Symbol)	Grass
(Symbol)	Path
(Symbol)	Building
(Symbol)	Tree
(Symbol)	Other

Scale: 1 inch = 100 feet
 Date: 1/1/60
 Drawn by: [Name]
 Checked by: [Name]



MATCHLINE SEE SHEET L-16



ATTACHMENT "C"
WAYNE COUNTY
DEPARTMENT OF PUBLIC SERVICESCOUNTY OF WAYNE, MICHIGAN
415 CLIFFORD
DETROIT, MICHIGAN 48226
224-7860

PERMIT TO CONSTRUCT, OPERATE, USE, AND/OR MAINTAIN

PERMIT No.

C-25899

ISSUE DATE

10/08/99

EXPIRES

N/A

REVIEW No.

R 99-293

WORK ORDER

72 HOURS PRIOR TO
ANY CONSTRUCTION,
CALL 595-6515
FOR INSPECTIONHOURS BEFORE YOU DIG,
MISS DIG 1-800-482-7161

NAME

EASEMENT AGREEMENT (Northville Hills Golf Club Sub. Phase I)

N

CITY/TOWNSHIP

ILE & SHELDON ROADS

NORTHVILLE TWP

OLDER

CONTRACTOR

ER TOWNSHIP OF NORTHVILLE
W. SIX MILE ROAD
VILLE, MI 48167-2397

PHONE

24 HOUR PHONE

CONTACT

PHONE

24 HOUR PHONE

a Weaver

(248) 348-5820

ON OF PERMITTED ACTIVITY

UME ALL MAINTENANCE RESPONSIBILITIES FOR THE PERMITTED LANDSCAPING, TREE PLANTING, TRAFFIC median lights,
Y ICON SIGNS AND BIKE PATHS WITHIN NORTHVILLE HILLS GOLF CLUB PHASE 1 AT NO EXPENSE TO WAYNE COUNTY.
MIT C-25894 FOR CONSTRUCTION OF THE LANDSCAPING.

PLANS PREPARED BY

PLANS APPROVED ON

SUMMARY

IE	\$	0.00
EW FEE	\$	0.00
.....	\$	0.00
.....	\$	0.00
N DEPOSIT	\$	0.00
CUNT DEPOSIT	\$	0.00
.....	\$	0.00

DEPOSTER

FINANCIAL INSTITUTION

REQUIRED ATTACHMENTS:

EXHIBIT A

PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS

ENT

CHECK No.

TYPE

None

CASHIER

DATE

ION OF THE PERMIT HOLDER AND CONTRACTOR AGREEING TO ABIDE BY AND CONFORM WITH ALL TERMS AND CONDITIONS HEREIN. A PERMIT IS HEREBY ISSUED TO THE ABOVE
YSTRUCT, OPERATE, USE AND/OR MAINTAIN WITHIN THE ROAD RIGHT OF WAY, COUNTY EASEMENT, AND/OR, COUNTY PROPERTY. THE PERMITTED WORK DESCRIBED ABOVE
IMPUSHED IN ACCORDANCE WITH APPROVED PLANS, MAPS, SPECIFICATIONS, AND STATEMENTS FILED WITH THIS OFFICE WHICH ARE INTEGRAL TO AND MADE PART OF THIS
YERMORE, THE GENERAL CONDITIONS AS WELL AS ANY REQUIRED ATTACHMENTS ARE INCORPORATED AS PART OF THIS PERMIT.NSHIP OF NORTHVILLE
17 AUTHORIZED AGENT

DATE

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

YCC/CAL

PREPARED BY

AUTHORIZED AGENT

DATE

VAUDATED BY PERMIT COORDINATOR

DATE