



KEATINGTON CEDARS 2

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DECLARATION OF PROTECTIVE COVENANTS

KEATINGTON CEDARS NO. 2

ORION TOWNSHIP, MICHIGAN

CONDITION, COVENANTS, RESTRICTIONS, RESERVATIONS AND GRANTS AFFECTING THE PROPERTY OF:
PULTE HOMES OF MICHIGAN CORPORATION A MICHIGAN CORPORATION

THIS DECLARATION is made this 19th day of February, 1992, by Pulte Homes of Michigan Corporation, a Michigan corporation, having an address at 315 S. Woodward Avenue, Royal Oak, Michigan 48067, hereinafter referred to as "Declarant."

RECITALS

WHEREAS, Declarant is the owner of the real property described in Article I of this Declaration; and
WHEREAS, Declarant is desirous of subjecting said real property to the conditions, covenants, restrictions, reservations and grants hereinafter set forth, each and all of which is and are for the benefit and pass with said property and each and every parcel thereof:

NOW, THEREFORE, Declarant hereby declares that the real property described in and referred to in Article I hereof is, and shall be held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations and grants (sometimes hereinafter collectively referred to as "Covenants") hereinafter set forth, together with such other conditions, covenants, restrictions, reservations and grants which have heretofore or which are hereafter recorded with respect to said real property.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

The real estate which is and shall be held, transferred, sold, conveyed and occupied subject to the Covenants set forth herein is located in Orion Township, Oakland County, Michigan, and is more particularly described as follows:

Keatington Cedars No. 2, Orion Township, Oakland County, Michigan, as recorded in Liber 217, pages 36 through 41, inclusive, Oakland County Records, and consists of lots of record numbered 140 through 198.

ARTICLE II

GENERAL PURPOSES OF THIS DECLARATION

The real property described in Article I hereof is subject to the Covenants hereby declared to promote proper use and appropriate development and improvement of Keatington Cedars No. 2, to protect the owners of the property therein against such improper use of surrounding Lots as may depreciate the value of their property; to guard against the erection thereon of buildings built of improper or unsuitable materials; to promote adequate and reasonable development of said property; to encourage the erection of attractive improvements thereon, with appropriate locations thereof; to prevent haphazard and inharmonious improvements; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; to promote desired high standards of convenience of all owners of property and all residents and in general to provide adequately for a residential subdivision of the highest quality and character.

ARTICLE III DEFINITIONS

3.1 Architectural Control Committee. The Keatington Cedars No. 2 Architectural Control Committee created in Article IV below.

3.2 Association. The Keatington Cedars No. 2 Association, as created by and described in Article V below.

3.3 Basement. A portion of a building located partly underground, but having less than half its clear floor- to-ceiling height below the average grade of the adjoining ground at the building front.

3.4 Buildable Area. (For the purpose of measuring lot width.) The narrowest width within the 35 feet of lot depth immediately in back of the front yard setback.

3.5 Building. Any structure having a roof supported by columns or by walls and intended for the shelter, housing or enclosure of any person, animal or personal property.

3.6 Building, Accessory. A subordinate building or portion of a principal building, the use of which is incidental to that of the principal building and customary in connection with that use.

3.7 Building Height. The vertical distance measured from the established ground level to the highest point of the roof surface in the case of a flat roof; to the deck line of a mansard roof; and to the mean level of the underside of rafters between the eaves and the ridge of a gable, hip or gambrel roof. Chimneys and ornamental architectural projections shall not be included in calculating the height.

3.8 Cellar. The portion of a building located partly or wholly underground and having half or more than half of its clear floor-to-ceiling height below the average grade of the adjoining ground.

3.9 Common Area(s) shall mean and refer to those areas of land devoted as "Private Parks" on the recorded plat of Keatington Cedars No. 2, and intended to be owned by the Association and to be devoted to the common use and enjoyment of the owners of the lots, and any improvements and facilities thereon.

3.10 Declarant. Pulte Homes of Michigan Corporation, a Michigan corporation, and its successor and assigns.

3.11 Dwelling. A residential building or portion thereof, but not including hotels, motels, rooming houses, nursing homes, tourist homes or trailers.

3.12 Family. Two or more persons each related to the others by blood, marriage or legal adoption, or a group of not more than three persons not all so related, together with his or their domestic servants, maintaining a common household in a dwelling.

3.13 Front Building Line. A line 25 feet from the front lot line.

3.14 Living Area. That portion of the building which includes the actual area within the outer surfaces of the exterior walls but shall not include any garage, carport, basement, chimney, deck, porch, breezeway or attic.

3.15 Lot. A parcel of land, under common fee ownership, occupied by or intended for occupancy by one dwelling and having frontage upon a street. A "Lot" may or may not coincide with a lot of record.

3.16 Lot Area. The total horizontal area within the Lot lines of a Lot.

3.17 Lot Line, Front. That boundary line of a Lot which is along an existing street line as shown on the recorded plat. On corner Lots, subject to the approval of the Architectural Control Committee, the owner may select either street Lot line as the front Lot line.

3.18 Lot Line, Rear. That boundary of a Lot which is most distant from and is, or is approximately, parallel to the front Lot line. If the rear Lot line is less than 25 feet in length, or if the Lot line forms a point at the rear, the rear Lot line shall be deemed to be the line which is 25 feet in length within the Lot, parallel to and at the maximum distance from the front Lot line.

3.19 Lot Line, Side. Any boundary of Lot which is not a front or rear Lot line.

3.20 Lot of Record. A parcel of land numbered and described as a Lot on the plat of Keatington Cedars No. 2

3.21 Owner. The record holder or holders (other than Declarant) of a fee interest in any Lot in Keatington Cedars No. 2 or, if the holder or holders of the fee interest shall have entered into a land contract to sell a Lot, the land contract vendee or, if a builder owning a Lot has entered upon an agreement of sale of such Lot upon completion of construction, the purchaser.

3.22 Side Strip. The unpaved strip of land within a street "right-of-way" which is parallel to the paved roadway.

3.23 Story. That portion of a building included between the surface of any floor and surface of the floor next above; or if there is no floor above, the space between the floor and the ceiling next above. A basement shall be counted as a story, and a cellar shall not be counted as a story.

3.24 Wetlands. Those areas designated as wetlands in the recorded plat for Keatington Cedars No. 2, or in any wetland conservation easements of record granted by Declarant to any governmental or quasi-governmental unit having jurisdiction.

ARTICLE IV

GENERAL RESTRICTIONS

4.1 Land Use and Building Type. All Lots in Keatington Cedars No. 2 shall be used for private residence purposes only, and no person shall erect, re-erect or maintain on any Lot any building, (except as specifically authorized elsewhere in this Declaration), except one dwelling, erected for occupancy by one family, and a private garage containing not less than two nor more than four parking spaces for the sole use of the owners or occupants of the dwelling. No other accessory building or structures may be erected in any manner or location except as approved in writing by the Architectural Control Committee.

4.2 Dwelling Quality And Size. It is the intention and purpose of these Covenants to assure that all dwellings in Keatington Cedars No. 2 shall be of a quality of design, workmanship and materials approved by Declarant. All dwellings shall be constructed in accordance with the applicable governmental Building Code, which may have more restrictive standards than those contained in these Covenants. The minimum living area of the dwelling shall be 2,000 square feet. The rear exterior elevation of homes shall be designed with the same care and variety of materials used in designing the front elevation.

4.3 Location On Lot. No person shall erect or maintain a building in Keatington Cedars No. 2 nearer to the front Lot line than 25 feet. No person shall erect or maintain a dwelling within 25 feet of a rear Lot line or within 5 feet of a side Lot line. The side yard abutting upon a street shall not be less than 25 feet when there is a common rear yard abutting a side yard of an adjacent lot, the side yard abutting a street shall not be less than 25 feet. Recreational structures, including swimming pools, shall be screened from any street lying entirely within Keatington Cedars No. 2 by a wall or fence as approved in writing by the Architectural Control Committee. No person shall erect or maintain a

recreational structure, including a swimming pool, nearer than 5 feet from the front line or a side Lot line adjoining a street.

4.4 Lot Sizes. A person owning more than one Lot of Record may convey a portion of any such Lot of Record to the owner of an adjacent Lot provided that such conveyance shall not result in the creation of any Lot smaller than the smallest of the Lots of Record from which such conveyance is made. In the event more than one Lot is developed as a unit, these Covenants shall apply to such Lots as if they were a single Lot. All Lot divisions must conform to Section 263 of P.A. 288 of 1967 or its successor.

4.5 Driveways. Access driveways and other paved areas for vehicular use on a Lot shall have a base of compacted gravel, crushed stone or other approved base material and shall have a wearing surface of asphaltic concrete, or the equivalent thereof. The owner or developer shall submit plans for driveways, pavement edging or markers to the Architectural Control Committee for prior approval.

4.6 Natural Drainage Ways. No person shall alter or permit or suffer the alteration of the natural drainage courses and patterns as set forth in the master drainage plan prepared by Giffels-Webster Engineers, Inc., dated July 20, 1990, on file with the Township of Orion, Oakland County, Michigan, except to the extent that natural drainage courses and patterns shall be redirected within the boundaries of a Lot in a manner consistent with the construction of improvements on such Lot and in a manner which does not alter the points of entry to and exit from such Lot.

4.7 Design and Material For Dwelling. A complete working set of all plans, specifications and site plans proposed for any structure in the subdivision and a landscape plan for the subject Lot must be submitted for approval to the Architectural Control Committee, in accordance with Section 4.20 below. The Committee shall have the absolute authority to approve or disapprove all plans or specification including exterior materials, design and colors.

4.8 Home Occupations, Nuisances and Livestock. No person shall conduct a home occupation or profession in any dwelling located in Keatington Cedars No. 2. No person shall conduct a noxious activity on, in or upon land in Keatington Cedars No. 2 or do anything thereon which may be, or may become, an annoyance or nuisance to the neighborhood. No animals (except for no more than two dogs or cats over for months of age), poultry or reptiles or birds (except caged house birds) shall be kept or maintained on any Lot. No person shall burn refuse outside the dwelling, except that the burning of leaves shall be permitted as allowed by ordinance of the Township of Orion. The use of any garage, driveway or parking area which may be in front of, adjacent to or part of any Lot as a habitual parking place for house trailers, boats, camping vehicles, camping trailers or commercial vehicles is prohibited. No person shall use the parkway located between pavement and the Lot line of each Lot for the parking of private or commercial vehicles or boats or trailers. The term "commercial vehicles" shall include all automobiles, station wagons, trucks or vehicular equipment which shall bear signs or have printed on the side of same reference to any commercial undertaking or enterprise. The habitual violation of parking regulations set for this section shall be a nuisance and a violation of Section 4.1.

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

4.10 Nameplate And Hospitality Light Standards, Television Or Radio Antennae And Towers, Laundry Drying Facilities Or Flag Poles. There shall be no more than one nameplate on each lot. A nameplate shall not be more than 40 square inches in area, and shall contain the name of the occupant and/or the address of the dwelling. It may be located on the door of the dwelling or the wall adjacent thereto, or freestanding in the front or side yard, provided that the height of the nameplate is not more than 48 inches above the adjoining ground grade. No television or radio antennae, or television dish or laundry drying equipment shall be erected or used outdoors, whether attached to a building or otherwise. Flag poles are permitted provided the pole is not more than 15 feet in height, unless otherwise approved by Declarant.

4.11 Temporary Structures. No trailer, basement of an uncompleted building, tent, shack, garage, barn (except as permitted in section 4.1) and no temporary building or structure of any kind shall be used at any time for a temporary or permanent residence. Temporary buildings or structures used during the construction of a dwelling shall be on the

same Lot as the dwelling, and such buildings or structures shall be removed upon the completion of construction. Nothing contained in this Declaration shall require the removal, or limit the use by Declarant, of model homes of temporary real estate sales offices for transacting the sale of Lots in Keatington Cedars No. 2.

4.12 Signs. No person shall place, erect or maintain a sign or billboard on any Lot in Keatington Cedars No. 2 except a sign advertising that the Lot, or the house and Lot, are for sale or lease, which sign shall have a surface of no more than 6 square feet, and the top of which shall be 6 feet or less above the ground and provided that such sign shall have been constructed and installed in a professional manner and its design and color shall have been previously approved by the Architectural Control Committee. Such sign shall be kept clean and in good repair during the period of its maintenance on a Lot and shall in no event be placed and maintained nearer than 15 feet from the front Lot line. Other signs may be erected and maintained as permitted in writing by the Architectural Control Committee. Notwithstanding the foregoing, the foregoing restrictions shall not apply to signs installed or erected on any Lot by Declarant, or any builder who owns or holds a Lot for resale in the ordinary course of business, during any construction period, or during such periods as any residence may be used as a model or for display purposes.

4.14 Swimming Pools. All pools or other underground structures permitted and approved by the Township of Orion may be installed if approved in writing by the Architectural Control Committee as to size, shape, location, materials, type of construction and all such pools or other underground structures must be maintained in a safe and sanitary condition. Subject to the foregoing, an underground swimming pool is permitted, but no freestanding swimming pool or one with any portion above ground will be permitted unless approved by the Architectural Control Committee which shall have the absolute discretion to approve or disapprove same.

4.15 Landscaping And Weed Control.

(a) Upon the completion of any dwelling on any Lot, the owner shall cause the Lot, as well as any of the unpaved portion of the right-of-way in front of the Lot (except that portion thereof used for driveways and walks) to be finish graded, sodded and suitably planted as soon after the completion of construction as weather permits. The grading, sodding and planting shall be completed in accordance with the landscape plan approved by the Architectural Control Committee at the time of approval of plans, specifications and site plans. Thereafter, the lawn and landscaped area shall be maintained by the Owner. If Declarant performs any of the grading or installs any of the sod or planting pursuant to the direction of Township of Orion, the Owner of the Lot shall reimburse the Declarant for the cost thereof upon demand by Declarant.

(b) The owner of any vacant Lot shall keep all weeds below a height of 6 inches.

4.16 Old Buildings. No building previously situated elsewhere may be moved onto any Lot in Keatington Cedars No. 2.

4.17 Mailboxes. The design, material, color and construction of all mailboxes and mailbox stands must be submitted for approval to the Architectural Control Committee prior to their erection. They must also be properly maintained and kept in good appearance.

4.18 Casualty. The Owner of a Lot on which a building or other structure is substantially damaged or destroyed by fire, storm or other casualty shall promptly remove from such Lot all resultant debris and shall with reasonable dispatch either repair or rebuild such building or other structure or raze it and restore the Lot to its condition prior to the construction of such structure.

4.19 Sales Agency And/Or Business Office.

Notwithstanding anything to the contrary herein contained, Declarant and any builder or real estate broker which it may designate may construct and maintain a sales agency and business office on any Lots in Keatington Cedars No. 2 which it or they may select, or may construct a model house thereon, and Declarant and such designated builder or real estate broker may continue to do so until such time as all of the Lots in Keatington Cedars No. 2 have been sold.

4.20 Architectural Controls.

- (a) The purpose of architectural controls is to promote an attractive and harmonious residential development having continuing appeal. Until the construction plans and specifications are submitted to and approved in

writing by the Architectural Control Committee, (i) no building, wall or other structure shall be commenced, erected or maintained nor (ii) shall any addition, change or alteration therein be made except for interior alterations nor (iii) shall exterior color changes be made. The construction plans and specifications shall show the nature, kind, shape, color, height, materials (including samples of exterior building materials upon request), location on Lot, approximate cost of such building or other structure and the gardening and landscaping plans of the Lot to be built upon. The Architectural Control Committee shall have the right to refuse to approve any such plans, which are not suitable or desirable, in the opinion of the Architectural Control Committee, for aesthetic or other reasons; and in so passing upon such construction plans or specifications, grading and landscape plan, the Architectural Control Committee shall have the right to take into consideration the suitability of the proposed building or other structure with the surroundings, and the effect of the building or other structure on the outlook from adjacent or neighboring properties.

- (b) All plans, specifications and other material shall be filed in the office of Pulte Homes of Michigan Corporation located in Royal Oak, Michigan, for submission to the Architectural Control Committee for approval or disapproval. The Architectural Control Committee shall have the sole authority to exercise the architectural controls contained in this Declaration. A report in writing setting forth the decisions of the Architectural Control Committee and the reasons therefore shall be transmitted to the applicant by the Architectural Control Committee within 30 days after the date of filing of complete plans, specifications and other material by the applicant. The Architectural Control Committee will aid and collaborate with prospective builders and make suggestions from preliminary sketches. Prospective builders are encouraged to submit preliminary sketches for informal comment prior to the submittal of architectural drawings and specifications for approval. In the event: (i) the Architectural Control Committee fails to approve or disapprove within 30 days after complete submission, the final plans, specifications and other materials, as required by this Declaration; or (ii) no suit to enjoin construction has been filed within 15 days after commencement of such construction, approval shall not be required, and the related requirements of this Declaration shall be deemed to have been complied with.
- (c) All of the powers and authority granted or delegated to the Architectural Control Committee, or to the Association described in Article V below, shall be deemed to be rights and not obligations, and neither the Architectural Control Committee nor the Association shall have any liability or obligation to any Owner or any other person or entity whatsoever for any action, approval, disapproval or failure to act in connection with any matter provided in these Covenants.

4.21 Architectural Control Committee. The Architectural Control Committee shall consist of not fewer than three nor more than five persons appointed by the Association (defined in Article V) by a majority vote of its membership. Declarant shall appoint the initial members of the Committee. Each member shall be a Class A Member of the Association or a person designated by Declarant and shall serve a term of one year and until his or her successor has been elected and has accepted such election. In the event that an Architectural Control Committee Member shall die, resign from the Committee, or no longer be a member of the Association, the remaining members of the Committee shall fill the vacancy so created by majority vote. Declarant may terminate the appointment of any person designated by it and may fill the vacancy so created by appointment. Members of the Committee shall serve without compensation. The Architectural Control Committee may adopt rules for the performance of its duties and the conduct of its meetings and may appoint one or more persons to act for it between meetings.

4.22 Fences. No person shall erect or maintain a fence, wall or solid hedge on any Lot except when required by ordinance or other governmental regulation in relationship to such a purpose as a swimming pool without the express written consent of the Architectural Control Committee which shall have the sole and absolute discretion in any event to determine the suitability of the location, design, shape, height, size and materials proposed for same.

4.23 Trees and Soil. No person shall remove trees exceeding 4 inches in diameter at breast height nor dig or remove surface soil from any Lot, except as necessary for building construction and/or the installation of landscaping on said

Lot, without the prior consent of the Township of Orion or its designated consultant.

4.24 Easements. Easements for the construction, installation and maintenance of public utilities, for surface and road drainage purposes and facilities, for public walks, and for sanitary sewer, storm sewer and drainage, water main facilities, and public utilities are reserved as shown on the recorded plat.

4.25 Underground Wiring. No permanent lines or wires for distribution of electric current or power to the residences shall be constructed or placed anywhere in Keatington Cedars No. 2 by any person other than Declarant without the prior written consent of the Architectural Control Committee.

4.26 Maintenance of Side Strips. The owners of Lots in Keatington Cedars No. 2 shall be responsible for the maintenance of parkways or public right-of-way located between their Lot lines and edges of street pavements on which said Lots abut.

4.27 Deviations By Agreement With Declarant. Declarant hereby reserves the right to enter into agreements with the grantee of any Lot or Lots (without the consent of grantees of other Lots or adjoining or adjacent property) to deviate from any or all of the covenants and restrictions set forth in this Article IV, provided there are unforeseen practical difficulties or particular hardships experienced by the grantee, and any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of any such covenant or restriction as to the remaining real estate in Keatington Cedars No. 2.

4.28 Wetlands And Drainage Areas. The Association and the Lot owners, and their respective contractors, agents, employees and persons otherwise working on behalf of or with the permission of the Association and/or Lot owners shall prohibit all disturbances of wetlands and drainage areas except as approved by the local and state governmental authorities having jurisdiction. The Association shall take all actions necessary to maintain the condition as has been approved by all local and state governmental authorities having jurisdiction, and shall maintain the drainage areas so as to ensure their continued and intended function. In the event the Association shall refuse or neglect to maintain such areas, The Township of Orion may proceed, but shall have no duty to proceed, as follows: The Township may, upon 30 days' notice given to the Association at the last known address of the Association, conduct a hearing, allowing the Association to be heard by the legislative body or other person or body designated with the maintenance not undertaken as provided herein. If, following such hearing, the body or person conducting the hearing shall determine that maintenance has not been undertaken as required, or shall subsequently determine that required maintenance has not been undertaken within such additional time as such body or person shall have directed at a prior hearing under this section, the Township shall have the power and authority to enter upon the property, or cause its agents or contractors to do so, and to perform such maintenance as the Township determines to be necessary or appropriate. The costs and expenses of such maintenance by the Township, plus an administrative fee equal to 25% of all costs and expenses incurred, shall be billed to the Association, and, if any amounts so billed shall not have been paid within 30 days, the Township may assess the amount of any unpaid billings pro rata by number of Lots owned to the Lot Owners of Keatington Cedar No. 2 or, if the Association shall first have advised the Township in writing of the identity of the Lot Owners who shall have failed to make such payment, the Township may assess such amount to the identified Lot Owners. Such assessment shall be made by placing such costs and expenses upon the delinquent tax roll and such amounts so assessed shall be collected and shall accrue penalties and interest in the manner made and provided with regard to real property taxes.

4.29 Common Areas. Every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated in any Common Area;
- (b) The right of the Association to adopt rules and regulations governing the use of the Common Areas;
- (c) The right of the Association to suspend an Owner's voting rights and right to use any recreational facilities for any period during which any assessment against his or her Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

- (d) The right of the Association to dedicate or transfer all of any part of the Common Areas to any public agency or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of each class of members has been recorded and is in conformance with Sections 221 through 229 of P.A. 228 of 1967 (M.C.L. 560.221-561.229) or its successor. Any owner may delegate his or her right of enjoyment to the Common Areas and facilities thereon to the members of his or her family, his tenants, or contract purchasers who reside on a Lot.

4.30 Title to Common Areas; Common Area Easement.

- (a) On or before the date Declarant ceases to be a Class B Member of the Association, Declarant shall convey title to the Common Areas to the Association. The conveyance of the Common Areas shall be subject to any easements reserved, dedicated or granted by Declarant and to any conservation easement agreements or other Common Area maintenance and/or easement agreements entered into with Orion Township or the Michigan Department of Natural Resources prior to the date of conveyance.
- (b) Declarant, and the Association, their agents and representatives, shall have a perpetual easement for reasonable access to the Common Areas at all reasonable times for purposes of maintenance, repair and improvement thereof. Prior to the conveyance of the Common Areas by Declarant to the Association, Declarant shall have the exclusive right to reserve, dedicate and/or grant public or private easements within the Common Areas for the construction, installation, repair, maintenance and replacement of rights-of-way, walkways, bicycle paths, water mains, sewers, drains, retention basins, water wells, electric lines, telephone lines, gas mains, cable television and other telecommunication lines and other public and private utilities, including all equipment, facilities and appurtenances relating thereto. Declarant reserves the right to assign any such easements to unites of government or public utilities. The location and configuration of any such easement shall be determined by Declarant in its discretion.

ARTICLE V

KEATINGTON CEDARS NO. 2 ASSOCIATION

5.1 Creation and Purposes. There shall be formed a Michigan not-for-profit corporation to be known as the Keatington Cedar No. 2 Association (the "Association"). The purpose of the Association shall be to promote high standards of maintenance and operation of all property in Keatington Cedars No. 2 reserved or dedicated by Declarant for the common use of all residents and owners of property therein and to arrange for the provision of services and facilities of common benefit, and in general to maintain and promote the desired character of Keatington Cedars No. 2. The Association shall be organized, governed and operated in accordance with its Articles of Incorporation and By-laws, which shall be consistent with the provisions and purposes of these Covenants. In the event there exists any conflict between the provisions contained within the Association's Articles of Incorporation and By-laws and the provisions contained within these Covenants, the provisions of these Covenants shall control. The right to manage the affairs of the Association shall be exclusively vested in the Association Board of Directors, unless expressly provided otherwise in these Covenants, the Articles of Incorporation or the By-laws of the Association. The Declarant shall have the sole authority to appoint the members of the Board of Directors until the Declarant ceases to be a Class B Member (as described in Section 5.2 below) or until Declarant relinquishes such right by written notice to the Association, whichever occurs first. At such time as the Declarant ceases to be a Class B Member or relinquishes its right to select the Board of Directors, the Board of Directors shall be selected by the majority vote of the members of the Association.

5.2 Membership And Voting. Declarant and every Owner of a Lot shall be a member of the Association. Every Lot Owner shall become a member of the Association commencing on the date on which said Owner is conveyed fee

simple title to said Lot or, if applicable, the date on which a land contract purchaser enters into a land contract to purchase a Lot. All membership rights and obligations shall be appurtenant to and may not be separated from ownership of any Lot. The Association shall have two classes of voting members, which are as follows:

- (a) The Owner of a Lot shall be a Class A Member and shall be entitled to one vote regardless of the number of Lots of Record owned.
- (b) Declarant shall be a Class B Member. The Class B Member shall be entitled to a number of votes equal to 95% of the total number of Lots of Record in Keatington Cedars No. 2. In the event the unplatted land owned by Declarant adjacent to Keatington Cedars No. 2 is platted, and Declarant amends the Covenants to apply to such platted land, the Declarant, as the Class B member, shall be entitled to an additional number of votes equal to 95% of the total number of Lots of Record in such additional platted land. The Class B membership shall cease upon written notice from Declarant to the Association which notice shall be given not later than December 31, 2001, nor earlier than December 31, 1995. The Association may adopt rules for the performance of its duties, for the election, powers and terms of officers and directors and for the conduct of meetings and elections, except that there shall be a separate vote for each position to be filled for the members of the Architectural Control Committee.

5.3 Powers Of The Association. The Association shall have the power to promote the recreation, health, welfare and safety of the residents of Keatington Cedars No. 2, to provide services and facilities for the benefit of residents of the subdivision, to maintain, beautify and improve the streets, parkways, rights-of-way, entrance ways and Common Areas and to discharge any taxes, insurance premiums and mortgage installments relating to the Common Areas and improvements thereon. By way of example and not limitation, the Association shall have the following powers:

- (a) To the extent such services are not provided by any governmental body:
 - (i) To care for, spray, trim, protect and replant trees on all streets and in other public places where trees have once been planted, and to are for, protect and replant shrubbery and grass in the side strips which are in streets and set aside for the use of residents and owners of property in Keatington Cedars No. 2.
 - (ii) To provide for the plowing and removal of snow from public streets.
 - (iii) To spray and to take other measures for mosquito and fly abatement within Keatington Cedars No. 2.
 - (iv) To employ duly qualified peace officers for the purpose of providing such police protection as the Association may deem necessary or desirable in addition to that provided by any governmental body.
 - (v) To maintain entranceways to Keatington Cedars No. 2.
 - (vi) To improve the Common Areas located therein subject to any applicable local ordinances or state laws.
- (b) To mow, care for and maintain vacant and unimproved property and remove rubbish from same and to do any other things necessary or desirable in the judgment of the officers of the Association to keep any vacant and unimproved property and side strips in front of any property in Keatington Cedars No. 2 neat in appearance and in good order and to make and collect reasonable charges therefore from owners of such property.
- (c) To provide for the maintenance of facilities in any public street, park or entrance ways or on any land set aside for the general use of the property owners and residents in Keatington Cedars No. 2.
- To maintain entranceways to Keatington Cedars No. 2.
- (d) To own or lease such real estate as may be reasonably necessary in order to carry out the purposes of the Association, and to pay taxes on such real estate as may be owed by it.
- (e) To make such improvements to the entrance ways of Keatington Cedars No. 2 and to side strips within streets in Keatington Cedars No. 2 and provide such other facilities and services as may be authorized from time to time by the affirmative vote of two-thirds of the votes cast, provided, however, that any such action so authorized shall always be for the express purpose of keeping Keatington Cedars No. 2 a residential subdivision of the highest quality and character.
- (f) To assess and collect from the Lot Owners of Keatington Cedars No. 2 the costs and expenses billed to the Association pursuant to Section 4.28 hereof, to pay the money so collected over to the Township and to notify the

Township of the identity of any Lot Owners who shall be delinquent in making the payments so assessed.

5.4 Assessments. Each Owner of a Lot, including Declarant, by accepting conveyance of such Lot or by entering into covenant and agree to pay to the Association when due, general and special assessments authorized by these Covenants, regardless of whether or not such covenant shall be expressed in such instrument of conveyance or land contract. Any assessments established pursuant to these Covenants, together with interest thereon and the cost of collection which are described below, shall be a lien on the Lot against which they are made and all improvements thereon, and shall also constitute a personal obligation of the person who was the Owner of the Lot on the date the assessment was established.

5.5 Annual Assessments. The annual assessments levied by the Association under this Article V shall be used by the Association for the purpose specified in Section 5.3 above. Commencing in the year the Association is formed, and for each fiscal year of the Association thereafter, annual assessments shall be levied and paid in the following manner:

- (a) The Board of Directors of the Association shall levy against each Lot an assessment, based upon the projected costs, expenses and obligations of the Association for the ensuing fiscal year, which assessment shall be a specified amount per lot.
- (b) The assessments established by the Board of Directors as they relate to any vacant Lot within Keatington Cedars No. 2 or any lot upon which a home has not been completed, shall be not less than \$ 0.00 per year, and not more than \$100.00 per year, unless increased in the same manner as special assessments are authorized under section 5.7 below.
- (c) the assessments established by the Board of Directors relating to any Lot upon which there is a completed home within Keatington Cedars No. 2, shall be not less than \$100.00 per year and not more than \$200.00 per year, unless increased in the same manner as special assessments are authorized pursuant to Section 5.7 below.
-
- (d) Notwithstanding the foregoing limitation on annual dues, the Directors of the Association shall be entitled to adjust said annual assessments by increasing the same from time to time to cover the actual or anticipated costs of all fees and charges necessary to retain legal counsel in representing the Association for the purpose of enforcing these Covenants or to take such other action deemed necessary to retain the integrity of the standards established for Keatington Cedars No. 2.
- (e) In the event of failure of any Lot Owner to pay any assessment on or before 30 days following notice to such Owner of such assessment or the scheduled due date thereof, if later, then such assessment shall become delinquent and shall bear interest at the rate of 10% per annum from the due date thereof to the date of payment, and the Association shall have a lien on each Lot against which such assessment is levied to secure payment thereof plus interest. When delinquent, payment of both principal and interest may thereafter be enforced against the Owner personally or as a lien on said real estate. It shall be the duty of the Association to bring suits to enforce such liens before the expiration thereof. The Association may, at its discretion, file certificates of nonpayment of assessments in the office of the Register of Deeds whenever any such assessments are delinquent. For each certificate so filed, the Association shall be entitled to collect from the owner or owners of the real property described therein a fee of \$50.00, which fee is hereby declared to be a lien upon the real estate so described in said certificate. Such fee shall be collectible in the same manner as the original assessments provided for herein and in addition to the interest and principal due thereon.
- (f) The liens provided in this Article V shall be subject and subordinate to the lien of any valid mortgage or deed of trust now existing or which may hereafter be placed on said real property prior to the effective dates of such liens.
- In the event of the issuance of a deed pursuant to foreclosure of such mortgage or deed of trust or in lieu of foreclosure, the grantee of such deed shall take title free and clear from any liens herein provided which accrue prior to the recording of such deed. No sale or transfer pursuant to any foreclosure proceeding, or any proceeding in lieu thereof, shall relieve any Lot from any assessments thereafter levied or from the lien accruing

from such assessments, and no subsequent sale or transfer shall release such Lot from liability for any assessment interest or charges which thereafter become due or from any lien therefore.

- (g) Any liens established pursuant to This Article V shall continue for a period of five years from the date of delinquency and no longer, unless within such time, suit shall have been filed for the collection of the assessment, in which case the lien shall continue until the termination of the suit and until the sale of the property under execution of the judgment in such suit.

5.6 Expenditures Limited to Assessment For Current Year.

The Association shall not expend more money within any one year than the total amount of the annual assessment for that particular year, plus any surplus which it may have on hand from previous assessments; nor shall the Association enter into any contract binding the assessment of any future year, except for contracts for utilities, and no such contract shall be valid or enforceable against the Association.

5.7 Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 5.5 above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any improvements in the Common Areas, provided that no special assessment shall be levied unless first approved by sixty-five (65%) percent of the total combined Class A and Class B votes cast in person or by proxy at the meeting of the Association Members duly called for such purpose. Any such special assessments shall be due and payable according to the terms and conditions and in the manner specified in the resolution of the members of the Association. Any special assessment not paid when due shall also be deemed delinquent, in which event the Association shall have the same remedies with respect to any unpaid special assessment that it has in connection with unpaid annual assessments.

5.8 Collection of Assessment and Creation of Lien. If any assessment shall not be paid within thirty (30) days from the date payment is due, the Association may sue the Owner and obtain a personal judgment against said Owner and/or may enforce the lien in the same manner, and following similar procedures which are required for the foreclosure of mortgages, whether by advertisement or judicial action, including the allowance of such cost and reasonable attorney's fees as would be taxable in the foreclosure of a mortgage.

ARTICLE VI

GENERAL PROVISIONS

6.1 Term. Each of the Covenants set forth in this Declaration shall continue and be binding as set forth in Section 6.2 perpetuity.

6.2 Enforcement. The Covenants herein set forth shall run with the land and bind Declarant, its successors, grantees and assigns, and all parties claiming by, through or under them. Declarant, and each Owner or Owners of any land in Keatington Cedars No. 2 from time to time shall have the right, jointly and separately, to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the Covenants above set forth, or any of them, in addition to the right to bring an ordinary legal action for damages. Whenever there shall have been built on any Lot in Keatington Cedars No.2 any structure which is and remains in violation of the Covenants above set forth, or any of them, for a period of 30 days after actual receipt by the Owner of such Lot of written notice of such violation from the Association, then the Association shall have, in addition to the foregoing rights, the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the Owner (which shall constitute a lien on such owner's Lot and may be collected in the same manner as delinquent assessments in accordance with Article V above), and such entry and abatement or removal shall not be deemed a trespass. In no event shall the failure of the Association and such Owners to enforce any of the Covenants

herein set forth as to a particular violation be deemed to be a waiver of the right to do so as to any subsequent violation.

6.3 Amendment. In the event the unplatted land owned by Declarant adjacent to Keatington Cedars No. 2 is platted (referred to herein as the "Additional Property"), Declarant, without the consent of any other Owner or any other person or entity whatsoever, including mortgages, shall have the right to amend this Declaration for the purpose of applying these Covenants to such Additional Property, subject to any specific restrictions, conditions or covenants that Declarant determines in its discretion to be necessary or appropriate for the proper development, use and enjoyment of the Additional Property, and for giving Lot Owners within such Additional Property the rights and obligations of Owners under this Declaration, including without limitation, the right and obligation of membership as Class A Members in the Association. Subject to the foregoing, the members of the Association may revoke, modify, amend or supplement in whole or in part any or all of the covenants and conditions contained in these Covenants and may release from any part or all of said Covenants all or any part of the real property subject thereto, but only at the following times and in the following manner:

- (a) Any such change or changes may be made effective at any time after 15 years from the date of recording of these Covenants following the affirmative vote thereon by a two-thirds majority of the total number of votes entitled to be cast by members of the Association pursuant to Section 5.2 hereof.
- (b) The members of the Association may not revoke, modify, amend or supplement, and may not release real property subject thereto from, the Covenants contained in Sections 4.6, 4.26, and 4.28 except upon the prior written approval of The Township of Orion.

6.4 Severability Clause. If a court of competent jurisdiction shall hold invalid or unenforceable any part of any Covenants or provision contained in this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration which shall remain in full force and effect.

6.5 Discharge Of Declarant. Declarant hereby reserves the right to vest the Association or any other not-for-profit corporation with all or any of the rights, privileges, easements, powers and duties retained or reserved by the Declarant by written instrument or instruments in the nature of an assignment which shall be effective when recorded in the Office of the Register of Deeds of Oakland County, Michigan, and Declarant shall thereupon be relieved and discharged from every duty so vested in the Association or in such other not-for-profit corporation.

6.6 Successors And Assigns. When used in these Covenants, "successors: means any person, corporation or other entity who succeeds to the position of Declarant, as developer of Lots in Keatington Cedars No. 2 and "assigns" means any person, corporation or other entity who takes by written assignment from Declarant.

6.7 Mailing Address. Each owner of a Lot in Keatington Cedars No. 2 shall file with Declarant the correct mailing address of such Owner and shall notify Declarant promptly in writing of any subsequent change of address. Declarant shall maintain a file of such addresses and make the same available to the Association. A written or printed notice, deposited in the United States Post Office, postage prepaid and addressed to any owner at the last address filed by such Owner with Declarant shall be sufficient and proper notice to such Owner wherever notices are required in this Declaration.

IN WITNESS WHEREOF, Declarant, has caused this instrument to be executed and attested, the day and year first above written.

WITNESSES

PULTE HOMES OF MICHIGAN CORPORATION, Michigan partnership

By: Robert J. Halso

Its: President

The foregoing instrument was acknowledged before me this _____ day of _____, 1992, by Robert J. Halso, President of Pulte Homes of Michigan Corporation, a Michigan corporation, on behalf of said corporation.

DRAFTED BY:

Laurence B. Deitch, Esq.

Seyburn, Kahn, Ginn, Bess, Howard and Deitch, P.C.

2000 Town Center, Ste.

1500 Southfield, Michigan 48075

(313) 353-7620

WHEN RECORDED RETURN TO:

Pulte Homes of Michigan Corporation

315 S. Woodward Avenue, Suite 110

Royal Oak, Michigan 48067

Attention: Robert J. Halso

CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS

AND GRANTS WITH RESPECT TO LAND LOCATED IN A FLOOD PLAIN AFFECTING THE PROPERTY OF: PULTE HOMES OF MICHIGAN

CORPORATION A MICHIGAN CORPORATION

THIS DECLARATION is made this 4th day of October, 1991, by Pulte Homes of Michigan Corporation, a Michigan corporation, having an address at 315 S. Woodward Avenue, Royal Oak, Michigan 48067, hereinafter referred to as "Declarant."

RECITALS

DECLARATION OF PROTECTIVE COVENANTS

KEATINGTON CEDARS NO.2

ORION TOWNSHIP, MICHIGAN

WHEREAS, Declarant is owner of the real property described in Article I of this Declaration; and

WHEREAS, Declarant is desirous of subjecting said real property to the conditions, covenants, restrictions, reservations and grants hereinafter set forth, each and all of which is and are for the benefit of and pass with said property and each and every parcel thereof:

NOW, THEREFORE, Declarant hereby declares that the real property described in and referred to in Article I hereof is, and shall be held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations and grants (sometimes hereinafter collectively referred to as "Covenants") hereinafter set forth , together with such other conditions, covenants, restrictions, reservations and grants which have heretofore or which are hereafter recorded with respect to said real property.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

The real estate which is and shall be held, transferred, sold, conveyed and occupied subject to the Covenants set forth herein (the "Property") is located in Orion Township, Oakland County, Michigan, and is more particularly described as follows:

Keatington Cedars No. 2 Orion Township, Oakland
County, Michigan, as recorded in Liber ____, pages
through ____ Oakland Country Records, and consists of lots of record numbered 140 through 198.

ARTICLE II

Portions of the Property, including portions of Lots 142 through 155, portions of Lots 160 through 168, portions of Cedar Park East and portions of Cedar Park West are located within the 100-year flood elevation of Little Voorheis Lake which is 986.2 N.G.V. Datum (the "Floodplain"). No filling or occupation of the Floodplain shall take place without the prior written approval of the Michigan Department of Natural Resources ("DNR"). Subject to the approval of the DNR as aforesaid, any building used or capable of being used for residential purposed and occupancy within or affected by the Floodplain shall:

1. Have lower floors, excluding basements, not lower than the elevation of the contour defining the Floodplain limits;
2. Have openings in to the basement not lower than the elevation of the contour defining the Floodplain limits;
3. Have basement walls and floors, below the elevation of the contour defining the Floodplain limits, watertight and designed to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the Floodplain limits following methods and procedures outlined in Chapter 5, Type A construction and Chapter 6 for Class 1 loads found in "Flood Proofing Regulations," KP 1165 2 314 prepared by the Office of the Chief of Engineers, U.S. Army, Washington, D.C., June 1972. Figure 5, page 14.5 of the regulations, shows typical foundations drainage and waterproofing details. This document is available, at no cost, from the DNR's Hydrological Survey Division, Stevens T. Mason Building, Lansing, Michigan 48926, or Department of the Army, Corps of Engineers, Publications Depot, 890 S. Pickett, Alexandria, Virginia 22304;
4. Be equipped with a positive means of preventing sewer backup from sewer lines and drains which serve the building;
5. Be properly anchored to prevent flotation.

The foregoing restrictions shall run with the Property in perpetuity and shall not be amendable or subject to time limitations whatsoever.

IN WITNESS WHEREOF, Declarant, has caused this instrument to be executed and attested, the day and year first above written.

WITNESSES

STATE OF MICHIGAN

COUNTY OF OAKLAND

PULTE HOMES OF MICHIGAN CORPORATION, a Michigan partnership

The foregoing instrument was acknowledged before me this 4th day of October, 1991 by Robert J. Halso, President of Pulte Homes of Michigan Corporation, a Michigan Corporation, on behalf of said corporation.

DRAFTED BY:

Scott A. Steinhoff, Esq. Simpson Moran

555 South Woodward

Fifth Floor

Birmingham, Michigan 48009 Telephone: (313) 642-2000

WHEN RECORDED RETURN TO:

Pulte Homes of Michigan Corporation 315 S. Woodward Avenue

Suite 110



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