



03/03/2006 01:00:12 P.M.  
MACOMB COUNTY, MI SEAL  
CARMELLA SABAUGH, REGISTER OF DEEDS

COPY

WESTMINISTER SUBDIVISION

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, Conditions and Restrictions (this "Declaration") is made this 3rd day of March, 2006, by **Pulte Land Company, LLC**, a Michigan limited liability company, whose address is 450 W. Fourth Street, Royal Oak, Michigan 48067 (together with its successors and assigns herein referred to as "Developer").

RECITALS:

A. Developer is the owner of certain real property located in the Township of Macomb, Macomb County, Michigan, more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"). Developer desires to develop the Property as a single-family residential subdivision known as Westminister Subdivision, pursuant to a subdivision plat recorded by Developer (the "Subdivision"), in *Liber 159, Pages 44-58, Macomb County, Michigan.*

B. Developer desires to promote the proper use and appropriate development and improvement of the Property; protect the Property owners against improper use of surrounding lots and/or parcels as may depreciate the value of the Property; guard against the construction of buildings with improper or unsuitable materials; promote adequate and reasonable development of the Property; and establish appropriate locations of such improvements to secure and maintain proper setbacks from the streets and adequate free spaces between structures; promote high standards of maintenance and operation of open areas, facilities and services for the benefit and convenience of all owners of the Property and all residents; and, in general, provide for a residential subdivision of the highest quality and character.

NOW, THEREFORE, Developer hereby declares that the Property is, and any parcels and/or lots into which the Property may be divided is, and shall be, held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations and grants hereinafter set forth, together with such other conditions, covenants, restrictions, reservations and grants which are hereafter recorded with respect to the Property; all of which conditions, covenants, restrictions, reservations and grants are for the benefit of and shall run with and bind the Property and all parties having any right, title or interest in the Property or any part thereof, or improvements thereon, as well as their heirs, successors and assigns.

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ARTICLE I  
DEFINITIONS

Section 1.01 "Association" shall mean the Westminister Homeowners Association, a Michigan non-profit corporation, to be formed by Developer for the purposes described herein, and its successors and assigns.

Section 1.02 "Common Areas" shall mean those portions of the Subdivision designated for the common use and enjoyment of the Owners (defined in Section 1.07 below) including, but not limited to, those designated on the recorded plat with respect to the Subdivision or as otherwise referenced in this Declaration, such as parks, Entrance Way, Landscaping and Perimeter Improvements (defined in Section 1.03 below).

Section 1.03 "Entrance Way, Landscaping and Perimeter Improvements" shall mean any entrance way monuments, signs, landscaping and related improvements, and any perimeter landscaping, sidewalks, or fencing installed by Developer within the Common Areas.

Section 1.04 "Irrigation Improvements" shall mean any irrigation systems and related facilities, including meters and back flow protectors, that may be installed by Developer in the Common Areas.

Section 1.05 "Lot" shall mean each unit of land designated for residential use and the construction thereon of a single family dwelling unit, as identified on the recorded plat with respect to the Subdivision.

Section 1.06 "Member" shall mean a member of the Association.

Section 1.07 "Owner" shall mean the holder or holders of the record fee simple title to, and/or the land contract seller of, a Lot, whether one or more persons or entities. The term "Owner" shall not include any mortgagee or any other person or entity having an interest in a Lot merely as security for the performance of an obligation, unless and until such mortgagee or other person or entity shall have acquired fee simple title to such Lot by foreclosure or other proceeding or conveyance in lieu of foreclosure. If more than one person or entity owns fee simple title to a Lot, or in the event any Lot is subject to a land contract, then the interests of all such persons or entities, and the interest of the land contract seller and purchaser, collectively shall be that of one Owner.

Section 1.08 "Property" shall mean that certain real property described on Exhibit A attached hereto and previously made a part hereof, as the same may be amended.

Section 1.09 "Township" shall mean the Township of Macomb, a Michigan municipal corporation.

ARTICLE II  
PROPERTY SUBJECT TO THIS DECLARATION

The Property which is subject to and which shall be held, transferred, sold, conveyed and occupied pursuant to this Declaration is more particularly described on the attached Exhibit A as the same may be amended.

ARTICLE III  
HOMEOWNERS ASSOCIATION

Section 3.01 Creation and Purposes. Developer shall form a non-profit corporation in accordance with the Michigan Non-Profit Corporation Act, Act No. 162 of the Public Acts of 1982, as amended which shall be known as the Westminister Homeowners Association or such other name as may be designated by Developer. The Association and its Members shall have those rights and obligations which are set forth in this Declaration and in the Articles of Incorporation and By-Laws of the Association. The purposes of the Association shall be to maintain the Common Areas for the common use of all residents and Owners, and to arrange for the provision of services and facilities of common benefit, and in general to maintain and promote the desired character of the Subdivision.

Section 3.02 Membership. Developer and every Owner shall be a Member of the Association. Every Owner shall become a Member commencing on the date on which said Owner is conveyed fee simple title to a Lot. All membership rights and obligations shall be appurtenant to and may not be separated from the ownership of any Lot.

Section 3.03 Voting Rights. The Association shall have two (2) classes of voting Members, which are as follows:

(a) Class A Members shall consist of all Owners other than Developer. Each Class A Member shall be entitled to one (1) vote on each matter submitted to a vote of Members for each Lot owned by the Class A Member. Where title to a Lot is held by more than one (1) person or entity, all such persons or entities shall be Members and jointly shall be entitled to only one (1) vote per Lot. Where a Lot has been sold pursuant to a land contract, the seller under said land contract shall be entitled to the vote for said Lot unless such right is expressly assigned in writing to the land contract purchaser for such Lot. Multiple Owners may exercise said one (1) vote per Lot as they may mutually agree, and such co-owners or co-purchasers shall notify the Association in writing of the person entitled to exercise such vote. In the event any multiple Owners fail to provide such notice to the Association within thirty (30) days prior to the date set for a meeting, the Owner whose name first appears on record title shall be deemed to be the Member authorized to vote on behalf of all the multiple Owners and any vote cast in person or by proxy by said Owner, or the failure of said Owner to vote, shall be binding upon all such multiple Owners.

(b) Developer shall be a Class B Member. In order to assure the orderly development and maintenance of the Property and the Common Areas, the Class B Member shall be entitled to three (3) votes for each Lot owned by Developer as shown on the final plat

for the Subdivision. Class B membership shall terminate as to any Lot owned by Developer at the time any such Lot is sold and conveyed to an Owner other than Developer, which Owner shall thereafter be a Class A Member.

Section 3.04 Articles and By-Laws. The Association shall be organized, governed and operated in accordance with its Articles of Incorporation and By-Laws, which shall be consistent with the provisions and purposes of this Declaration. 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 this Declaration, the provisions of this Declaration shall control.

Section 3.05 Directors. The right to manage the affairs of the Association shall be exclusively vested in the Association's Board of Directors. The Developer or its designated representative shall be the sole Director of the Association until such time as one hundred (100%) percent of the Lots within the Subdivision have been sold and conveyed by Developer, or until such earlier time as Developer may elect, in its discretion. Thereafter, the Board of Directors shall be elected by the Members of the Association in accordance with the provisions of the Articles of Incorporation and By-Laws of the Association.

#### ARTICLE IV COMMON AREAS

Section 4.01 Right of Members to Use Common Areas. Each Member of the Association shall have the right and non-exclusive easement to use the Common Areas for the purposes provided herein. Such right and easement shall be appurtenant to, and shall pass with the title to, every Lot, regardless of whether any such easement is specifically referenced in the deed conveying such Lot.

Section 4.02 Common Areas. The Association shall be responsible for the maintenance and preservation of the Common Areas, subject to the ordinances, rules and regulations of governmental entities having jurisdiction over the Common Areas, and the provisions of this Declaration, and any maintenance and/or easement agreements entered into between Developer and/or the Association and any governmental entity with respect to any portion of the Common Areas. No motorized vehicle or machines of any kind, including without limitation, snowmobiles, motorcycles or all-terrain vehicles shall be allowed on or within the Common Areas, except maintenance vehicles or machinery necessary to maintain and preserve the Common Areas. The Association shall have the right to establish additional rules and regulations with respect to the Common Areas as the Board of Directors may deem necessary or desirable to insure the proper preservation and functioning of the Common Areas.

Section 4.03 Intentionally deleted. Section 4.04 County Drain Easements. Permanent easements for county drains must be granted by Developer as a condition of approval of drainage plans for the Property by the Macomb County Public Works Commissioner (the "MCPWC"). County drain easements are permanent encumbrances upon the Property. They run with the land and are binding on all successors to title and parties in interest. County drain easements cannot be terminated or modified, except by application to and written

approval of the MCPWC or the county drainage board. Drain easements must be kept clear of private uses that could, in the exclusive judgment of the MCPWC, interfere with drain operations and maintenance activities. By way of example and not limitation, the following uses on drain easements are strictly prohibited: permanent structures, garages, decks, swimming pools, gazebos, trees, fences and changes of grade. The MCPWC or the county drainage board will consider variances from the above regulations on a case by case basis, on a showing of hardship. If a variance is approved, the applicant will be required to execute a license and agreement to use the drain easement and be subject to its terms and conditions.

Section 4.05 Landscape Easement. With the consent and approval of any governmental agencies having jurisdiction over the streets and rights-of-way within the Subdivision, and subject to the interest of the public in such streets and rights-of-way within the Subdivision, the Association shall be responsible for the maintenance, repair and upkeep of all Entrance Way, Landscaping and Perimeter Improvements installed by Developer within the Subdivision and all Irrigation Improvements located therein. The Association shall have the right to establish rules and regulations as the Board of Directors may deem necessary or desirable for the maintenance, upkeep and beautification of all such improvements in order to insure an aesthetically pleasing appearance for the benefit of all Owners within the Subdivision.

Section 4.06 Action by the Township. In the event the Association shall, at any time, fail to maintain the Landscape Easement, in accordance with the approved landscape plan, then the Township is authorized to enter the Landscape Easement to maintain the same. The Township shall serve notice by first-class mail to the Owner(s) appearing on the Township tax rolls, of each Lot in the Subdivision. The notice shall include a demand that deficiencies in the maintenance be cured within thirty (30) days thereof and notify the Owners of the date, time and place of a public hearing before the Township Board of Trustees or such other boards or body of officials to whom the Township may delegate such responsibility. The hearing shall be held within fifteen (15) days of the notice. At the hearing, the Township may modify the terms of the original notice of deficiencies in maintenance and may grant an extension of time within which the deficiencies shall be cured. If the deficiencies, set forth in the original notice or in the modification thereof, are not cured within thirty (30) days or any extensions of time granted at the hearing, the Township, in order to eliminate and cure the deficiencies in the operation and maintenance of the Landscape Easement, may enter upon the property and maintain the Landscape Easement for a period of up to one (1) year. Maintenance of the Landscape Easement by the Township shall not constitute a taking of the Landscape Easement nor vest in the public any additional right to use the same.

Within sixty (60) days prior to the expiration of the aforesaid one (1) year period that the Landscape Easement is under the control and jurisdiction of the Township, a majority of the Owners or the Association may request another public hearing be held or the Township may call another public hearing upon notice in the same manner as set forth above. At the hearing the Association or Lot Owners shall show cause why maintenance by the Township shall not continue for a succeeding one (1) year period. If the Township shall reasonably determine that the Association and/or Owners are ready, willing and able to maintain the Landscape Easement, the Township shall cease to operate and maintain the Landscape Easement at the end of said year. If the Township shall reasonably determine that the Association or Owners are not ready, willing, and able to maintain the Landscape Easement during the next

succeeding year, then subject to a similar public hearing and determination in each successive year thereafter, the Township may continue to enter upon and maintain said Landscape Easement.

Should deficiencies in the maintenance of the Landscape Easement be determined by the Township to constitute an impending danger to health, safety, and welfare of the public or a public or private nuisance, the Township shall have the right to take immediate correction and summarily abate such danger or nuisance.

The Association and/or Owners shall hold harmless, defend, and indemnify the Township from any and all claims, demands, costs, expenses, including attorney fees, and judgments, whatsoever, which may arise from the Township's maintenance of the Landscape Easement.

The actual costs and expenditures, including administration expenses and attorney fees, incurred by the Township as a result of its maintenance of the Landscape Easement or the immediate abatement of an impending danger or nuisance in relation thereto, shall be at the expense of the Association or the Owners and such costs and expenditures shall be assessed against the Lots in the Subdivision and become due, collected, and returned for non-payment in the same manner and at the same time as *ad valorem* property tax levies of the Township.

The Township, at its option, shall be subrogated to any rights the Association may have in this Declaration for the imposition of assessments and the collection thereof in relation to the Landscape Easement.

The maintenance provisions contained in this Article, or section, shall not be amended in any way without the prior written consent of the Macomb Township Board of Trustees.

Section 4.07 Title to Common Areas. At such time as the Association has been formed and organized, Developer may, in its discretion, convey title to the Common Areas to the Association. In any event, Developer shall convey title to the Common Areas to the Association not later than the date on which Developer conveys to an Owner the last Lot in the Subdivision in which Developer holds a fee title interest. The Association shall thereafter hold title to the Common Areas for the benefit of the Owners. The foregoing conveyance shall be subject to the Owners' easement of enjoyment and any easements reserved, dedicated or granted by Developer and any maintenance and/or easement agreements entered into with any governmental entity prior to the date of conveyance.

Section 4.08 Common Area Easements. Developer and the Association, and 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, operation and improvement thereof. Prior to the conveyance by Developer to the Association of the Common Areas in accordance with Section 4.07 above, Developer, subject to all applicable municipal ordinances, 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, detention basins, 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 and/or for the preservation of any portion of the Common Areas in their natural state; provided such right is exercised in accordance with all applicable laws, rules and regulations, including the commencement of legal proceedings, if necessary. Developer reserves the right to assign any such easements to units of government or public utilities. Developer may determine the location and configuration of such easements at its discretion. Following the conveyance by Developer to the Association of title to the Common Areas, the Association shall have the right to reserve, dedicate or grant public or private easements for such purposes and subject to such conditions as may be agreed upon by the Members; provided, however, that any dedication, transfer or determination as to the conditions thereof shall be effective only upon execution of an instrument signed by the holders of two-thirds (2/3) of all outstanding Class A votes and by Developer if Developer continues to own any Lots within the Subdivision, and approved by the Township; provided such right is exercised in accordance with all applicable laws, rules and regulation, including the commencement of legal proceedings, if necessary.

Section 4.09 Street Lighting. Developer will cause street lighting to be installed in the Subdivision. Each Lot in the Subdivision will be assessed proportionately (in the same manner as ad valorem taxes) for the cost of annual lamp charges for street lighting pursuant to a special assessment district which has been established by the township.

## ARTICLE V

### COVENANTS FOR MAINTENANCE AND CAPITAL CHARGES

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

(a) an initial assessment for working capital in an amount to be determined by the Association's Board of Directors as necessary for start-up costs of the Association, which assessments shall be due at the time each Owner accepts title to a Lot;

(b) annual assessments to meet regular Association expenses, which shall include such assessments necessary for the Association to perform its maintenance obligations under Article IV above and as may be necessary to maintain any easements referenced in Section 4.08 or Section 6.33 of this Declaration; and

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

(d) special assessments for the maintenance of Owners' premises, to be established and collected as set forth below; and

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

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

Section 5.02 Purpose of Annual Assessments. The Association shall use the annual assessments levied under this Article V for the purpose of: (i) promoting the recreation, health, welfare and safety of the residents of the Subdivision; (ii) or other improvements improving, landscaping and maintaining the Common Areas and any Irrigation Improvements located therein; (iii) providing services and facilities for the benefit of residents of the Subdivision; (iv) maintaining, beautifying and improving the streets, rights-of-way, entrance ways, sidewalks and other common improvements within the Subdivision; and (v) discharging any taxes, insurance premiums and mortgage installments relating to the Common Areas and improvements thereon.

Section 5.03 Annual Assessments. 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. In the event the actual costs, expenses and obligations of the Association exceed the amount projected, the Board of Directors of the Association shall have the right to levy against each Lot such additional assessments as may be necessary to defray such costs, expenses and obligations.

(b) For the first year in which the Association is formed, the annual assessment shall be determined by the Board of Directors, in its reasonable discretion. After the first year, the Board may, in its discretion, increase the annual assessment to any amount which is necessary to administer the affairs of the Subdivision. Within thirty (30) days following the beginning of each fiscal year of the Association thereafter, the Board of Directors shall send a written notice of assessment to each Owner stating the amount of the assessment established by the Board of Directors for the ensuing year. Any annual assessment may not be increased by an amount in excess of twenty-five (25%) percent of the annual assessment for the preceding year without the affirmative vote of sixty (60%) percent of the total combined Class A and Class B votes, cast in person or by proxy at a meeting of Association Members called for such purpose. The quorum requirements for such meeting shall be the same as those specified in Section 5.04 below. Each Owner shall pay said assessment within thirty (30) days from the date said written statement is mailed. Assessments not paid within said thirty (30) day period



shall be deemed delinquent and interest shall accrue on delinquent assessments at the interest rate established by resolution of the Association's Board of Directors, which interest rate shall not exceed the highest rate allowed by law.

(c) Any Owner who acquires a Lot from Developer or from a person or entity exempt from the payment of assessments under Section 5.07 below, shall pay to the Association, on the date said Lot is conveyed to the Owner an amount equal to the prorated balance of any annual assessment and special assessment, if any, established for the then current assessment period, based upon the number of days remaining in the then current assessment period from the date of conveyance. For each fiscal year thereafter, such Owner shall be liable for any and all assessments levied in accordance with this Article V.

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

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

Section 5.04 Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 5.03 above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any improvements on the Common Areas, including any fixtures, equipment and other personal property relating thereto; provided, however, that no such special assessment shall be levied unless first approved by sixty (60%) percent of the total combined Class A and Class B votes, cast in person or by proxy at a meeting of the Association Members duly called for such purpose. Written notice of such meeting shall be sent to all Members at least thirty (30) days in advance of the meeting, which notice shall set forth the purpose of the meeting. Any such special assessments shall be due and payable according to the terms and conditions and in the manner specified in the resolution of the Association. Any special assessment not paid when due shall be deemed delinquent and interest shall accrue on such delinquent assessment at the interest rate established by resolution of the Association's Board of Directors, which interest rate shall not exceed the highest rate allowed by law. The quorum required for the first meeting called for the purpose of voting on a special assessment shall be at least ninety (90%) percent of all the then authorized votes present, either in person or by proxy. If the required quorum is not present at the first meeting called for the purpose of considering the special assessment, another meeting may be called for said purpose, with notice thereof to be given as provided for in this Section 5.04 and the required quorum at any such subsequent meeting shall be reduced to sixty (60%) percent of all then authorized votes present, provided that such second meeting is held within sixty (60) days from the date of the first meeting.

Section 5.05 Uniform Assessment Rate; Assessments Against Specific Properties.

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

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

(i) The Association's Board of Directors shall determine that the appearance of a Lot, or a portion thereof, significantly detracts from the appearance and attractiveness of the remainder of the Subdivision or otherwise constitutes a violation of the restrictions set forth in Article VI hereinbelow.

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

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

(iv) If the Owner has not commenced the required work within said thirty (30) day period or, if having commenced such work, it is not completed within a reasonable time after commencement, the Association shall have the right to enter upon the Owner's property, complete the required work and assess the cost against such Lot; provided, however, such cost shall not exceed the reasonable cost for performing such work.

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

Section 5.06 Certificate With Respect to Assessments. Upon the written request of any Owner, the Association shall furnish, within a reasonable time, a written certificate regarding the status of any assessments levied against such Owner's Lot(s). Any

such certificate, when properly issued by the Association, shall be conclusive and binding with regard to the status of the assessment as between the Association and any bona fide purchaser of said Lot(s) described in the certificate and the lender who has taken a lien on said Lot(s) as security for the repayment of a loan.

Section 5.07 Exemptions from Assessments.

(a) All Lots owned by Developer shall be exempt from all regular, special and deficiency assessments. Upon conveyance of any Lot by Developer to a Class A Member, the exemption for each such Lot shall end and such Lot shall then be liable for the prorated balance of that year's established annual assessment and special assessment, if any. However, any Lots owned by Developer shall not be exempt from assessments by the Township for real property taxes and other charges.

(b) Builders, developers, and real estate companies who own or hold any Lot(s) for resale to customers in the ordinary course of business shall not be liable for the payment of any regular, special or deficit assessments imposed by the terms of this Article V; provided, however, that any exemption established by this Section 5.07(b) shall cease and terminate as to any Lot in the event construction is not commenced within two (2) years from the date the Lot is acquired by such builder, developer, or real estate company.

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

Section 5.09 Collection of Assessment and Creation of Lien. If any assessment is not paid within thirty (30) days from the date payment is due, the Association may sue the Owner and obtain a personal judgment against the Owner and/or may enforce the lien in the same manner as, and by following similar procedures which are required for, the foreclosure of mortgages, whether by advertisement or judicial action, including the allowance of such costs and reasonable attorneys' fees as would be taxable in the foreclosure of a mortgage.

## ARTICLE VI GENERAL RESTRICTIONS

Section 6.01 Land and Building Use Restrictions. All Lots shall be used for private residential purposes only and no building, except an existing building or as specifically authorized elsewhere in this Declaration, shall be erected, re-erected, placed or maintained or permitted to remain thereon, except one or more model homes or one (1) single family private dwelling per Lot not to exceed two (2) stories in height and an attached private garage containing no less than two (2) nor more than three (3) parking spaces for the sole use of the Owner or occupants of the dwelling. No other accessory building or structure including, but not limited to carports, may be erected in the Subdivision without the prior written consent of Developer. Notwithstanding the foregoing, Developer, or a builder designated by Developer, may erect and maintain model homes on any Lots owned by Developer, or a builder designated

by Developer, until such time as all Lots owned by Developer, or its designated builder, are sold.

Section 6.02 Dwelling Quality and Size. It is the intention and purpose of this Declaration to insure that all dwellings in the Subdivision are of a quality, design, workmanship and materials approved by Developer. All dwellings shall be constructed in accordance with the applicable governmental building codes, ordinances and/or regulations and with such further standards as may be required by this Declaration or by Developer. The minimum square footage of floor area of a dwelling, exclusive of basements, unfinished attics, attached garages, steps, opened and/or closed porches, breeze ways, and similar facilities shall not be less than the minimum square footage required by the Township's zoning ordinances. Notwithstanding the foregoing, Developer or the Architectural Control Committee (defined in Section 7.03 below), as the case may be, shall be entitled to grant exceptions to these minimum square footage restrictions to the Owner of a Lot who applies for such exception; provided the Owner demonstrates to the satisfaction of Developer or the Architectural Control Committee, as the case may be, that a reduction in the square footage requirement as to said Owner will not adversely affect the quality of the Subdivision or lessen the value of the homes surrounding the home to be constructed by Owner on such Lot, and further provided that the Owner obtains all necessary approvals from the Township and any other governmental authorities having jurisdiction. Any such exception granted to an Owner shall be evidenced by a written agreement, and no such exception shall constitute a waiver of any minimum square footage requirement as to any other Lot or Owner.

Section 6.03 Building Location. All buildings and structures shall be located on each Lot in accordance with Township requirements set forth in its zoning ordinance and as approved by Developer.

Section 6.04 Lot Size. The minimum size of each Lot shall be the Lot size established for said Lot in the recorded plats of the Subdivision. In the event more than one (1) Lot, or part of a Lot, are developed as a single unit (and except as to the obligation of each Owner for any assessments made against each separate Lot), all restrictions set forth in this Declaration shall apply to such resulting unit in the same manner as to any single Lot.

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

Section 6.06 Drainage Ways Within Lots. Where there exists on any Lot a condition of accumulation of storm water remaining over an extended period of time, the Owner may, with the written approval of Developer and the Township, take such steps as shall be necessary to remedy such condition, subject to the provisions of Section 6.27 below and provided that no obstructions or diversions of existing storm drain swales and channels, over and through which storm water naturally flows upon or across any Lot, shall be made by an Owner in such manner as to cause damage to other property.

Section 6.07 Building Materials. Exterior building materials may be stone, brick, wood, vinyl siding or any other material, and of such color(s), blending with the architecture and natural landscape of the Subdivision which is approved by Developer.

Section 6.08 Home Occupations, Nuisances and Livestock. No home occupation, profession or commercial activity, including, without limitation, daycare facilities, that requires members of the public to visit an Owner's home or requires commercial vehicles to travel to and from the Owner's home shall be conducted in any dwelling located in the Subdivision with the exception of model homes owned by, and the sales and construction activities of, the Developer or builders, Developer and real estate companies who own or hold any Lots for resale to customers in the ordinary course of business. No noxious or offensive activities shall be carried on in or upon any Lots or the Property nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, other than normal construction activity. No chickens or other fowl or livestock shall be kept or harbored on any Lot. No animals or birds shall be maintained on any Lot except customary house pets for domestic purposes only. All animal life maintained on any Lot shall have such provisions and care so as not to become offensive to neighbors or to the community on account of noise, odor or unsightliness, and no household pets shall be bred, kept or maintained for any commercial purposes whatsoever. No animal may be permitted to run loose at any time within the Subdivision, and any animal shall at all times be leashed and accompanied by a responsible person while in the Subdivision.

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

Section 6.10 Temporary Buildings, Damaged Dwellings and Reconstruction. No trailer, mobile home, van, tent, shack, garage, barn, out-building or structure of a temporary character shall be used at any time as a temporary or permanent residence; provided however, that the foregoing restriction shall not apply to any activities by Developer or any builder, or real estate company during any sales and/or construction periods. All permanent dwellings shall be completed within two (2) years from the commencement of construction of such permanent dwelling. No old or used buildings of any kind whatsoever shall be moved or reconstructed on any Lot. Any building damaged or destroyed by any cause, for which repair or reconstruction has not commenced within six (6) months from the date of damage or destruction, shall be removed so that there are no ruins or debris remaining within six (6) months from the date of damage or destruction. Any building which is not completed within two (2) years from commencement of construction or any damage or destruction not promptly remedied shall be deemed a nuisance and may be abated as provided by law. Any portion of the Property within any public or private road or right-of-way which is disturbed by reason of any work performed by an Owner, or said Owner's agents, servants, employees or independent contractors shall be restored by the Owner, at the Owner's sole expense, to its condition immediately prior to the commencement of such work or activity. Such restoration shall be performed within a reasonable time, and in no event later than the date of completion of any work or activity on the Owner's Lot.

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

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

Section 6.13 Maintenance of Side Strips. Owners of Lots shall be responsible for the maintenance of parkways or public rights-of-way located between their Lot lines and edges of street pavements on which said Lots abut ("Side Strip Areas"). Owners shall maintain their respective Side Strip Areas in accordance with the same standards required in Section 6.20 below. The Owners' responsibility for maintenance shall include, but in no way be limited to, the replacing of trees. If an Owner fails to repair or replace a damaged or diseased tree in the Owner's Side Strip Areas, the Association shall replace the tree, and the Owner shall reimburse the Association for the cost of replacing the tree within ten (10) days after the Association makes written demand for payment.

Section 6.14 Tree Removal. Clear-cutting or removal of trees by the Association or by any person other than Developer shall not be permitted unless such clear-cutting or tree removal is in compliance with all applicable municipal ordinances, and approved by Developer and the Township, if such approval is required under the Township's ordinances. Prior to commencement of construction, each Lot Owner shall submit to Developer for its approval, a plan for the preservation of trees in connection with the construction process. It shall be the responsibility of each Lot Owner to maintain and preserve all large trees on the Owner's Lot, which responsibility includes trees located on the Side Strip Areas and welling trees, if necessary.

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

Section 6.16 Vehicular Parking and Storage. No trailer, mobile home, bus, boat trailer, boat, camping vehicle, motorcycle, recreational vehicle, commercial or inoperative vehicle of any description shall at any time be parked, stored or maintained on any Lot, unless stored fully enclosed within an attached garage or similar structure; provided, however, that builders' sales and construction trailers, trucks and equipment may be parked and used on any Lot during construction operations. No commercial vehicle lawfully upon any Lot for business shall remain on such Lot except in the ordinary course of business and in conformity with all applicable laws and/or ordinances.

Section 6.17 Garbage and Refuse. Trash, garbage or other waste shall be kept only in closed, sanitary containers and shall be promptly disposed of so that it will not be objectionable to neighboring property owners. No outside storage for refuse or garbage shall be maintained or used unless the same shall be properly concealed. The burning or incineration of

rubbish, trash, construction materials or other waste outside of any residential dwelling is strictly prohibited, except that the burning of leaves shall be permitted if allowed by Township ordinance; provided, that it does not become offensive or a nuisance.

Section 6.18 Fences, Obstructions and Dog Runs. With the exception of any fencing improvements installed by Developer, no perimeter fences, walls or similar structures shall be erected on any Lot. No other fences, walls or similar structures shall be erected on any Lot. In the event the Association approves a swimming pool on a particular Lot, wrought iron fences, consisting of a design and quality sufficient to satisfy local and state laws, shall be permitted by the Association in order to enclose the swimming pool area. Dog kennels or runs or other enclosed shelters for animals are prohibited. "Invisible fencing" type devices may, with the prior approval of the Architectural Control Committee, be installed within individual Lots, provided such installation shall be located within the rear portion of the Lot only, with no portion extending any further forward than the front portion of the residential dwelling structure located upon such Lot.

Section 6.19 Landscaping, Grass Cutting and Snow Removal. Upon completion of construction of a residential dwelling on any Lot, the owner shall cause the Lot to be finish graded, sodded, suitably landscaped and irrigated with an underground irrigation system as soon after such completion of construction as weather permits, and in any event within ninety (90) days from the date of completion. When weeds or grass located on any Lot exceed six (6") inches in height, the Owner shall mow or cut the weeds and grass over the entire Lot except in wooded areas, and wetlands, if any. The Owner shall be responsible for all snow removal from the driveway located upon the Owner's Lot, as well as from any sidewalk adjacent thereto and including any driveway approach area located within and Side Strip Areas adjacent to Owner's Lot. If an Owner fails to mow or cut weeds or grass on the Owner's Lot or remove snow within ten (10) days after written notice, Developer or the Association may perform such work and the cost shall become a lien upon the Lot. All Lots owned by Developer or a builder who owns Lots for resale in the ordinary course of business shall be exempt from the restrictions contained in this Section 6.19. Upon any conveyance of any Lot by Developer or a builder to an Owner other than Developer or a builder, the Lot shall be subject to all of the restrictions contained in this Section 6.19.

Section 6.20 Minimum Landscaping Requirements. Each Owner shall submit to the Developer for its review and approval, landscaping plans for each Owner's Lot (the "Landscaping Plans") which Landscaping Plans shall depict the proposed finished grading, drainage, planting, sodding, lighting and any other landscaping improvement for such Lot. Unless a written waiver is obtained from the Developer, the Landscaping Plans must include the following minimum requirements:

(a) All grass areas must be sodded and an underground irrigation system installed.

(b) The front yard of each Lot must have at least the following number and sizes of plantings (not including street trees provided by the Developer):

(i) Three (3) evergreen trees (minimum 10' in height);

- (ii) Five (5) deciduous trees (minimum 2.5" caliper);
  - (iii) Two (2) flowering trees (minimum 2.0" in diameter)
  - (iv) Twenty-five (25) evergreen Shrubs (minimum 18" in height);
  - (v) Twenty (20) deciduous Shrubs (minimum 24" in height); and
  - (vi) Twenty (20) perennials (minimum of 1 gallon each).
- (c) All planting beds must be covered with mulch, wood chips, groundcover or stone.

Section 6.21 Motorized Vehicles. No trail bikes, off road motorcycles, snowmobiles or other motorized recreational vehicles shall be operated on any Lot or in any drain easement, Side Strip Areas, or Common Areas within the Subdivision.

Section 6.22 Swimming Pools, Tennis Courts and Other Structures. No swimming pools, tennis courts, or other similar recreational structures shall be constructed on any Lot until such time as the Developer or its designated representative has resigned as the sole director of the Association and the Members of the Association have elected successor directors; provided, however, that prior to the resignation of the Developer or its designated representative as the sole director of the Association, gazebos and hot tubs may be constructed on a Lot, if approved by the Association. Following the date that the Developer or its designated representative resigns as the sole director of the Association, no swimming pool or other recreational structure shall be constructed on any Lot unless approved in writing by the Association. Any swimming pool or similar structure which has been approved in writing by the Association shall be constructed in accordance with this Declaration and with all applicable local ordinances and/or state laws. No above ground swimming pools shall be permitted. Swimming pools, tennis courts, whirlpools, hot tubs and other similar recreational structures, if permitted in writing by the Association, shall be screened from any street lying entirely within the Subdivision, evergreen hedge or other visual landscape barrier as approved in writing by the Association and in compliance with all laws and governmental regulations and ordinances pertaining thereto.

Section 6.23 Swings, Slides, Playscapes And Other Playground Equipment. No swings, slides, playscapes or other similar playground equipment (collectively "Playground Equipment") shall be constructed on any Lot unless approved in advance, in writing by Developer, the Association or the Architectural Control Committee. Any Playground Equipment which has been approved in writing by the Architectural Control Committee or the Association shall be constructed in accordance with this Declaration and with all applicable local ordinances and/or state laws. In any event, all approved Playground Equipment must be placed in a location on the Lot that is unobtrusive, and not readily visible from the street and shall be adequately screened by landscaping, if necessary, or by other visual barriers as may be approved in writing by Developer, the Association, or the Architectural Control Committee, if applicable.



Section 6.24 Basketball Hoops and Play Areas. Basketball hoops and play areas shall be permitted to be installed on individual Lots subject to strict compliance with the following restrictions:

(a) All basketball hoops shall be on ground mounted posts located at least twenty (20) feet from the curb of the adjacent road for a residence with a front entry garage, or at least thirty (30) feet from the curb of the adjacent road for a residence with a side entry garage.

(b) The ground mounted post for the basketball hoop shall be located at least five (5) feet from the side boundary line of the Lot.

(c) No florescent or bright colors shall be permitted for either the post or the backboard. The ground mounted post shall be painted black and the backboard of the basketball hoop shall be clear.

(d) Any lighting of basketball hoops and play areas shall be designed to shield light away from homes on other lots.

Section 6.25 Signs; Illumination. No signs of any kind shall be placed upon any Lot or on any building or structure located on a Lot, or any portion thereof, unless the plans and specifications showing the design, size, materials, message and proposed location(s) have been submitted to, and approved in writing by, Developer, with the exception of: (i) non-illuminated signs which are not more than four (4) square feet in area pertaining only to the sale of the premises upon which it is maintained; and (ii) non-illuminated signs which are not more than four (4) square feet in area pertaining only to a garage sale conducted on the premises, which garage sale and sign placement shall not exceed three (3) days. The foregoing restrictions contained in this Section 6.25 shall not apply to such signs as may be installed or erected on any Lot by Developer or any builder who owns Lots 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. No exterior illumination of any kind shall be placed or allowed on any portion of a Lot other than on a residential dwelling, unless first approved by Developer. Developer shall approve such illumination only if the type, intensity and style thereof are compatible with the style and character of the development of the Lot. All signs shall be in compliance with applicable ordinances.

Section 6.26 Objectionable Sights. Exterior fuel tanks, above or below ground, shall not be permitted. The stockpiling and storage of building and landscape materials and/or equipment shall not be permitted on any Lot, except such materials and/or equipment as may be used within a reasonable length of time. In no event shall the storage of landscape materials extend for a period of more than thirty (30) days. No laundry drying equipment shall be erected or used outdoors, and no laundry shall be hung for drying outside of the dwelling. No solar panels shall be erected on any portion of a Lot.

Section 6.27 Television Antenna and Similar Devices. No outside television antenna or other antenna, or aerial, saucer, dish, receiving device, signal capture and distribution devise or similar device shall be placed, constructed, altered or maintained on any

Lot, unless the device is a so called "mini dish" (not to exceed eighteen (18) inches in diameter) located in a location that is fully screened from view on the side or rear roof or side or rear exterior of a dwelling and approved by the Developer. The provisions of this subsection shall not apply to those devices covered by 47 C.F.R. § 1.4000, promulgated pursuant to the Telecommunications Act of 1996, Pub. L. No. 104. 110, § 207 Stat. 56 (1996), as amended.

Section 6.28 Statues, Sculptures, Objects of Art and Other Similar Objects. No statues, sculptures, objects of art or any other similar objects ("Objects of Art") shall be permitted in the front or along the side of any Lot. Objects of Art are permitted in the back of the Lot so long as they are placed in a location in the back of the Lot that is unobtrusive, and not readily visible from the street or common areas and shall be adequately screened by landscaping, if necessary, or by other visual barriers as may be approved in writing by the Developer, the Association, or the Architectural Control Committee, if applicable.

Section 6.29 Air Conditioning Units. No external air conditioning unit shall be placed in or attached to a window or wall of any dwelling located on any Lot. No compressor or other component of a central air conditioning system (or similar system, such as a heat pump) shall be so located on any Lot so as to be visible from the public street on which the Lot fronts, and, to the extent reasonably possible, all such external equipment shall be so located on any Lot so as to minimize the negative impact thereof on any adjoining Lot, in the terms of noise and appearance.

Section 6.30 Mailboxes. Developer shall install a mailbox for each Lot (which may be grouped on stands, as requested by the local postmaster), which shall be approved by the Architectural Control Committee. The Owner of each residence shall maintain, repair, and replace, as necessary, the mail boxes and mailbox stands in the areas for mailboxes in the Subdivision. All mailboxes shall be of a common type as directed by the Architectural Control Committee, or otherwise approved by the Architectural Control Committee, in writing. All mailboxes shall be located in the public right-of-way on the side of the street that has fire hydrants. An Owner shall not install or maintain a separate receptacle for newspapers, magazines or other similar materials, except as part of the mailbox stand. If an Owner or the Owner's tenant, guest or invitee, or the guest or invitee of the Owner's tenant, damages any mailbox or mailbox stand, such Owner shall be responsible for repairing or replacing the damaged mailbox. If the Owner fails to repair or replace the damaged mailbox, the Association shall repair or replace the damaged mailbox and the Owner shall reimburse the Association for the cost of repairing or replacing the mailbox within ten (10) days after the Association makes written demand for payment.

Section 6.31 Maintenance. The Owner of each Lot and the occupants of any portion of the Property shall keep all buildings and grounds in good condition and repair.

Section 6.32 Real Estate Sales Office. Notwithstanding anything to the contrary contained in this Declaration, Developer, and/or any builder which Developer may designate, may construct and maintain on any Lot(s) a real estate sales office, with such promotional signs as Developer or said builder may determine and/or a model home or homes for such purposes; Developer and any such designated builder may continue such activity until such time as all of the Lots in which Developer and such builder have an interest are sold.

Section 6.33 Reservation of Easements. Subject to all applicable municipal ordinances, easements for the construction, installation, maintenance and replacement of public utilities, surface drainage facilities, sanitary sewer, storm sewer, water supply facilities, public walkways, bicycle paths and ingress and egress are hereby reserved to Developer, its successors and assigns, over, under and across Common Areas and as may be indicated on the recorded plat for the Subdivision and/or as may otherwise appear of record or as such easements may hereafter be required in the sole discretion of Developer. The use of such easements, or any portion thereof, may be assigned by Developer at any time to any person, firm, corporation, governmental agency or municipal authority or department furnishing one or more of the foregoing services and/or facilities and any such easements hereby reserved may be relinquished and waived, in whole or in part, by Developer, by the filing of record of an appropriate instrument of relinquishment. Developer shall have the right and authority at any time to enter into such maintenance or other agreements with any municipal authority or other governmental authority as Developer may determine to be necessary or appropriate for the purpose of providing for the maintenance, repair or replacement of any such easements or facilities located upon, over, under or through such easement and for the further purpose of providing for assessments for such purpose against any or all of the Lots within the Subdivision. To the extent provided for in any such agreement(s), such assessments shall be levied as provided for therein and shall constitute a lien upon the Lot(s) upon which it is levied. No structure, landscaping or other materials shall be placed or permitted to remain within any of the foregoing easements which may damage or interfere with the installation or maintenance of the aforesaid utilities or which may change, obstruct or retard the flow or direction of water in, on or through any drainage channels, if any, in such easements, nor shall any change be made by any Owner in the finished grade of any Lot once established by the builder of any residential dwelling thereon, without the prior written consent of Developer. Developer and its successors and assigns shall have access over each Lot for the maintenance of all improvements in, on, over and/or under any easement which burdens such Lot, without charge or liability for damages. Except as otherwise provided in this Declaration, or in any maintenance agreement made between Developer and any municipal or governmental authority, the Owner of each Lot shall maintain the service area of all easements within the Owner's Lot, keep grass and weeds cut, keep the area free of trash and debris and take such actions as may be necessary to eliminate or minimize surface erosion. The Owner of each Lot shall be liable for any damage to any improvements which are located in, on, over and/or under the subject easement, including, but not limited to, damage to electric, gas, telephone and other utility and communication distribution lines and facilities, which damage arises as a consequence of any act or omission of the Owner, or the Owner's agents, contractors, invitees and/or licensees.

Section 6.34 Reciprocal Negative Easements. Unless otherwise expressly provided for in this Declaration, no mutual or reciprocal negative easements shall be deemed to arise or be created hereunder with respect to any land situated outside the boundaries of the Subdivision.

Section 6.35 Lawn Fertilization. The Township may regulate the type of fertilizers that may be used on any Lot.

Section 6.36 Wetlands. No wetlands shall be modified in any manner by any person or entity other than Developer or its authorized representatives unless a permit for such

modification has been issued by all governmental units or agencies having jurisdiction over such wetlands within the Property.

Section 6.37 Conservation Easement. All or a portion of that area of the Subdivision designated on the Plat as Westminster Park No. 2 (Private) (as finally determined, the "Conservation Easement Area), will be subject to the terms and conditions of a Conservation Easement with the Michigan Department of Environmental Quality (the "MDEQ"), which Conservation Easement will be recorded after the date hereof in accordance with the permits, as amended, issued by the MDEQ in connection with certain wetland mitigation. The Conservation Easement shall be substantially in the form attached hereto as **Exhibit "B"** attached hereto and made a part hereof. The Conservation Easement Area is to be preserved in its natural undeveloped condition and the Association and all Lot Owners shall refrain from altering or developing the Conservation Easement Area, including, but not limited to, the altering of the topography, the placement of fill material, the dredging, removal, or excavation of any soil or minerals, the draining of surface water, the constructing or placing of any structure, plowing, tilling, or cultivating, and the alteration or removal of vegetation without the prior approval of the MDEQ and all other governmental authorities having jurisdiction. Anything contained herein to the contrary notwithstanding, the conveyance of the Conservation Easement Area to the Association shall be subject to the Conservation Easement and right of Developer to perform its obligations under the Conservation Easement, if any, including, without limitation, monitoring of wetland mitigation, if required.

## ARTICLE VII

### ARCHITECTURAL CONTROLS

Section 7.01 Architectural Controls. It is understood and agreed that the purpose of architectural controls is to promote an attractive, harmonious residential development having continuing appeal. Accordingly, unless and until the construction plans and specification are submitted to, and approved in writing by, Developer in accordance with the provisions of Section 7.02 below, (i) no building, fence, wall or other structure shall be commenced, erected or maintained, and (ii) no addition, change or alteration therein shall be made, except for interior alterations.

#### Section 7.02 Submission of Plans and Plan Approval.

(a) All construction plans, specifications and other related materials shall be filed in the office of Developer, or with any agent specified by Developer, for approval or disapproval. Said construction plans and specifications shall show the nature, kind, shape, height, materials (including samples of exterior building materials upon request), approximate cost of such building or other structure, proposed drainage of surface water, location and grade of all buildings, structures and improvements, as well as utilities and parking areas for the subject Lot. Developer shall have sole authority to review, approve or disapprove the plans or specifications and/or any part thereof. Developer shall have the right to refuse to approve any plans or specifications or grading plans, or portions thereof, which are not suitable or desirable

in the sole discretion of Developer, for aesthetic or other reasons. In its review of the plans, specifications, and related materials, Developer may consider compatibility of the proposed building, fence, wall or other structures with the surroundings and the view from adjacent or neighboring properties. Natural landscaping and trees shall be left in their natural state to the extent practical.

(b) A report in writing setting forth the decision of Developer, and the reasons therefor, shall be furnished to the applicant by Developer within thirty (30) days from the date of filing of complete plans, specifications and other materials by the applicant. Developer will aid and cooperate with prospective builders and Owners and make suggestions based upon its review of preliminary sketches. Prospective builders and Owners are encouraged to submit preliminary sketches for informal comment prior to the submission of architectural drawings and specifications. If Developer fails to give written notice of approval of any final architectural plans and/or specifications submitted to Developer under this Article VII, within thirty (30) days from the date submitted, such architectural plans and/or specifications shall be deemed disapproved by Developer. Developer shall be entitled to charge each applicant a review fee in an amount not to exceed Two Hundred Fifty and 00/100 (\$250.00) Dollars, to reimburse Developer for any actual costs incurred in connection with the review of said applicant's plans, specifications and related materials.

(c) Neither Developer nor any person(s) or entity(ies) to which it delegates any of its rights, duties or obligations hereunder, including, without limitation, the Association and Architectural Control Committee referenced in Section 7.03 below, shall incur any liability whatsoever for approving or failing or refusing to approve all or any part of any submitted plans and/or specifications. Developer reserves the right to enter into agreements with the grantee (or vendee) of any Lot(s) (without the consent of grantees or vendees of other Lots or adjoining or adjacent property) to deviate from any or all of the restrictions set forth in this Declaration, provided that said grantee or vendee demonstrates that the application of the particular restriction(s) in question would create practical difficulties or hardships for said grantee or vendee. Any such deviation shall be evidenced by a written agreement and no such deviation or agreement shall constitute a waiver of any such restriction as to any other Lot or Owner.

Section 7.03 Architectural Control Committee. At such time as the fee simple interest in one hundred (100%) percent of the Lots in the Subdivision have been conveyed by Developer, or, at such earlier time as Developer may elect, Developer shall delegate and assign all of its rights, duties and obligations as set forth in Articles VI and VII, to an architectural control committee ("Architectural Control Committee") representing the Owners or to the Association. The assignment shall be by a written instrument in which the assignee expressly accepts such rights, duties and obligations. Such instrument when executed by the assignee shall, without further act, release Developer from all such obligations and duties. If such assignment is made, the acts and decisions of the assignee as to any matters assigned shall be binding upon all Lot Owners and other interested parties. If Developer assigns its rights and obligations under Articles VI and VII to an Architectural Control Committee, the Architectural Control Committee shall consist of no less than three (3) members and no more than five (5) members, to be appointed by Developer. Developer may assign Developer's right to appoint members of the Architectural Control Committee to the Association. Until such time, however, Developer reserves the right to appoint and remove members of the Architectural Control

Committee in its sole discretion. If Developer assigns its rights and obligations under Articles VI and VII to the Association, the Association may thereafter assign all of such rights, duties and obligations to an Architectural Control Committee representing the Owners as set forth above.

ARTICLE VIII  
GENERAL PROVISIONS

Section 8.01 Amendment.

(a) Developer may amend the covenants, conditions, restrictions and agreements of this Declaration after the final plat for the Subdivision has been recorded, without the consent of any Owner or any other person or entity whatsoever (whether or not any such person or entity shall now or hereafter have any interest in any Lot or portion of the Property, including mortgagees, lienholders, and others), at any time prior to the sale of the first Lot in the Subdivision, subject to the approval of the Township if such approval is required.

(b) Developer may unilaterally amend the Declaration to add additional land to the Property at any time, without the consent of any Owner or any other person or entity whatsoever (whether or not any such person or entity shall now or hereafter have any interest in any Lot or portion of the Property, including mortgagees and others), in which event, the covenants, conditions, restrictions and agreements of this Declaration shall apply to such additional land and Lots therein, except as may be otherwise specified in the Amendment recorded by Developer. In addition, provided that Developer has an ownership interest in all, or any part, of the Property, Developer, without the consent of any other Owner or any other person or entity whatsoever (whether or not any such person or entity shall now or hereafter have an interest in any Lot or portion of the Property, including mortgagees and others), may amend this Declaration as may be necessary or required to comply with the requirements of any federal, state, county or local statute, ordinance, rule, regulation or formal requirement relating to all or any part of the Property.

(c) In addition to the foregoing, the covenants, conditions, restrictions and agreements of this Declaration may be amended at any time following the date on which a Lot has been sold and conveyed by Developer, by a written instrument signed by: (i) the Owners (including Developer) of seventy-five (75%) percent of the total Lots within the Subdivision; and (ii) Developer, in the event Developer then continues to own any Lots or any portion of the Property. Notwithstanding the foregoing, any and all such amendments shall be subject to the approval of the Township if such approval is required.

Section 8.02 Term. The covenants, conditions, restrictions and agreements of this Declaration shall continue in full force and effect and shall run with and bind the land for a period of thirty (30) years from the date this Declaration is recorded and shall thereafter automatically be extended for successive periods of ten (10) years each, unless terminated by written instrument executed by: (i) the Owners of not less than seventy-five (75%) percent of the total Lots in the Subdivision and (ii) Developer, in the event Developer then continues to own any Lots or any portion of the Property. Notwithstanding anything to the contrary contained in this Declaration, the provisions of Section 4.06 of this Declaration, shall run forever, without right

of termination or amendment unless modified or deleted pursuant to an amendment authorized by Section 8.01.

Section 8.03 Enforcement. Developer, the Association and any Owner shall have the right to enforce, by proceedings at law or in equity, all covenants, conditions, restrictions, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by Developer, the Association or any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver thereof or a waiver of any right to enforce the same at any time thereafter.

Section 8.04 Insurance Proceeds. All proceeds of any insurance maintained with respect to any assets of the Association and the Common Areas (if said Common Areas have been conveyed to the Association) and all proceeds of any condemnation proceedings or sales in lieu of condemnation relating to the assets of the Association or the Common Areas (if said Common Areas have been conveyed to the Association) shall be paid to the Association and shall be the property of the Association and not of its Members or any other persons or entities.

Section 8.05 Severability. The invalidation of any one (1) or more of the covenants, conditions, restrictions and agreements of this Declaration by judgment or court order, shall in no way affect the validity of any of the other provisions of this Declaration, and the same shall remain in full force and effect.

Section 8.06 Notices. Each Owner shall file the correct mailing address of such Owner with Developer and shall promptly notify Developer in writing of any subsequent change of address. Developer 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 Mail, postage prepaid and addressed to any Owner at his last known address shall be sufficient and proper notice to such Owner, wherever notices are required in this Declaration.

Section 8.07 Number and Gender. As used in this Declaration, any gender shall include any other gender, the plural shall include the singular and the singular shall include the plural, whenever appropriate.

Section 8.08 Execution of Additional Documents. Each of the Owners, at no expense to the Owner, hereby agrees, at the request of Developer or the Association, to perform such further acts and execute all such further documents as may be required or desirable in the sole discretion of Developer or the Association, to carry out the purposes of this Declaration.

Section 8.09 Assignment of Developer's Rights. Developer shall have the right to assign all of its rights and obligations under this Declaration, including the power to approve or disapprove any act, use or proposed action, to any other person or entity or to the Association. Any such assignment shall be made by appropriate instrument in writing duly recorded in the office of the Macomb County Register of Deeds.

[Signature to follow on next page]



IN WITNESS WHEREOF, the undersigned has hereunto set its hands on the day and year first set forth above.

ALLISON ELMER  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF MACOMB  
MY COMMISSION EXPIRES Jun 29, 2012  
ACTING IN COUNTY OF OAKLAND

PULTE LAND COMPANY, LLC,  
a Michigan limited liability company  
By: [Signature]  
CLARK G DOUGHTY  
Its: VICE PRESIDENT

STATE OF MICHIGAN       )  
  )SS  
COUNTY OF OAKLAND     )

On this 3rd day of March, 2006, before me a Notary Public, appeared Clark Doughty, the Vice President of Pulte Land Company, LLC, a Michigan limited liability company, who being by me duly sworn, did execute the within instrument on behalf of said company.

[Signature]  
Notary Public

DRAFTED BY AND WHEN  
RECORDED RETURN TO:

Mark S. Cohn, Esq.  
Seyburn, Kahn, Ginn, Bess & Serlin, P.C.  
2000 Town Center, Suite 1500  
Southfield, Michigan 48075  
(248) 353-7620

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PART OF THE SOUTHEAST QUARTER AND SOUTHWEST QUARTER OF SECTION 19, TOWN 3 NORTH, RANGE 13 EAST, MACOMB TOWNSHIP, MACOMB COUNTY, MICHIGAN, BEING DESCRIBED AS:

BEGINNING AT THE SOUTH QUARTER POST OF SECTION 19; THENCE SOUTH 87 DEGREES 53 MINUTES 25 SECONDS WEST 847.61 FEET ALONG THE SOUTH LINE OF SECTION 19; THENCE NORTH 02 DEGREES 09 MINUTES 45 SECONDS WEST 261.00 FEET; THENCE SOUTH 87 DEGREES 53 MINUTES 25 SECONDS WEST 72.00 FEET; THENCE NORTH 02 DEGREES 10 MINUTES 11 SECONDS WEST 2409.13 FEET TO THE EAST AND WEST QUARTER LINE OF SECTION 19; THENCE NORTH 87 DEGREES 52 MINUTES 00 SECONDS EAST 74.50 FEET ALONG THE EAST AND WEST QUARTER LINE OF SECTION 19; THENCE SOUTH 50 DEGREES 36 MINUTES 04 SECONDS EAST 76.20 FEET; THENCE NORTH 87 DEGREES 36 MINUTES 10 SECONDS EAST 1138.63 FEET; THENCE SOUTH 71 DEGREES 53 MINUTES 34 SECONDS EAST 102.78 FEET; THENCE SOUTH 36 DEGREES 08 MINUTES 30 SECONDS EAST 428.31 FEET; THENCE SOUTH 02 DEGREES 10 MINUTES 49 SECONDS EAST 974.75 FEET; THENCE SOUTH 88 DEGREES 18 MINUTES 11 SECONDS WEST 688.47 FEET TO THE NORTH AND SOUTH QUARTER LINE OF SECTION 19; THENCE SOUTH 02 DEGREES 15 MINUTES 35 SECONDS EAST 1265.12 FEET ALONG THE NORTH AND SOUTH QUARTER LINE OF SECTION 19 TO THE SOUTH QUARTER POST OF SECTION 19 AND THE POINT OF BEGINNING. CONTAINING 75.25 ACRES, MORE OR LESS.

EXHIBIT B

ARTICLE I CONSERVATION EASEMENT

(This instrument is exempt from County and State transfer taxes pursuant to MCL 207.505(a) and MCL 207.526(a), respectively)

This CONSERVATION EASEMENT is created \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (name) married/single (*circle one*), or corporation, partnership, or limited liability company (*circle one*), whose address is, \_\_\_\_\_ (Grantor)

and the Geological and Land Management Division of the Michigan Department of Environmental Quality (MDEQ), whose address is, Constitution Hall, 525 West Allegan Street, P.O. Box 30458, Lansing, Michigan 48909-7958 (Grantee);

The Grantor is the title holder of real property located in the (*circle one*) the Township/City of \_\_\_\_\_ County, and State of Michigan, more fully described in Exhibit A.

(Attach legal description of the property as Exhibit A.)

The Geological and Land Management Division of the MDEQ is the agency charged with administering Part 303, Wetlands Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), and

Permittee has applied for a permit pursuant to Part 303 to authorize activities that will impact regulated wetland. The Geological and Land Management Division of the MDEQ evaluated the permit application and determined that a permit could be authorized for certain activities within regulated wetlands provided certain conditions are met, and

Permittee has agreed to grant the MDEQ a conservation easement that protects the wetland mitigation site and/or the remaining wetlands on the property and restricts further development to the area described in Exhibit B. The MDEQ shall record the conservation easement with the county register of deeds.

ACCORDINGLY, Grantor conveys this Conservation Easement to Grantee pursuant to Subpart 11 of Part 21, Conservation and Historic Preservation Easement, of the NREPA, MCL 324.2140 *et seq*, on the terms and conditions stated below.

1. The property subject to this Conservation Easement (the Easement Premises) consists of approximately \_\_\_\_\_ acres, legally described as follows:

(Insert legal description of easement premises, including amount of acreage here or attach as Exhibit B.)

(A map depicting the Easement Premises is attached as Exhibit C.)

Together with a right of access for ingress and egress to the easement area across adjacent or other properties as described in Exhibit D.

2. The purpose of this Easement is to protect the wetland functions and values existing (or established on the property consistent with MDEQ Permit Number \_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_ as permitted \_\_\_/\_\_\_/20\_\_\_) on the Easement Premises by requiring Grantor to maintain the Easement Premises in its natural and undeveloped condition.
3. Except as authorized under MDEQ Permit Number \_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_ or as provided in paragraph 5 (and paragraph 4, if appropriate), Grantor shall refrain from, and prevent any other person from, altering or developing the Easement Premises in any way. This includes, but is not limited to, the alteration of the topography, the creation of paths or trails, the placement of fill material as defined in Part 303, the dredging, removal, or excavation of any soil or minerals, the draining of surface water, the

construction or placement of any structure, plowing, tilling, or cultivating, and the alteration or removal of vegetation.

4. Grantor shall not be responsible for modifications to the Property resulting from causes beyond the owner's control, including, but not limited to, unauthorized actions by third parties that were not reasonably foreseeable or natural disasters such as unintentional fires, floods, storms, or natural earth movement.
5. With the prior approval of the Grantee, the Grantor may perform activities associated with the construction or maintenance of the mitigation project within the Easement Premises. Grantor shall provide 5 days notice of undertaking any mitigation activity even if the mitigation project has been conceptually approved. Any activities undertaken pursuant to this paragraph shall be performed in a manner to minimize the adverse impacts to existing wetland or mitigation areas.
6. Grantor warrants that Grantor has good and sufficient title to the Property, and that any other existing interests in the property have been disclosed to the MDEQ and subordinated as necessary.
7. The Grantor warrants that the Grantor has no knowledge of hazardous substances or hazardous wastes on the property.
8. This Conservation Easement does not grant or convey to Grantee or members of the general public any right to possession or use of the Easement Premises, except for the access provided in paragraph 10.
9. Grantor shall continue to have all rights and responsibilities as owner of the property subject to the Easement.
10. Upon reasonable notice to Grantor, Grantee, and its authorized employees and agents, may enter the Easement Premises to determine whether they are being maintained in

compliance with the terms of this Conservation Easement and for the purpose of taking corrective actions if Permittee for Permit Number \_\_\_\_-\_\_\_\_-\_\_\_\_, fails to comply with the mitigation conditions of the permit.

- 11. This Conservation Easement shall be binding upon the successors and assigns of the parties and shall run with the land in perpetuity unless modified or terminated by written agreement of the parties.
- 12. This Conservation Easement may be enforced by either an action at law or in equity and shall be enforceable against any person claiming an interest in the Easement Premises despite a lack of privity of estate or contract.
- 13. Grantor shall indicate the existence of this Conservation Easement on all deeds, mortgages, land contracts, plats, and any other legal instrument used to convey an interest in the Easement Premises.
- 14. Within 90 days after this Conservation Easement is executed, Grantor, at its sole expense, shall place signs, fences, or other suitable markings along the boundary of the Easement Premises to clearly demarcate the boundary of the Easement Premises.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Signed in the presence of: \_\_\_\_\_ (Grantor)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_

<i>Name</i>	<i>Section 1.01</i>	<i>Type/Print Witness' Name</i>	<i>Type/Print Grantor's</i>
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Signature: \_\_\_\_\_ Title (if signing on behalf of an organization)

\_\_\_\_\_ Organization Name (if signing on behalf of an Type/Print Witness' Name organization)

STATE OF MICHIGAN }  
  } ss  
COUNTY OF \_\_\_\_\_ }

(a)

(b) IF SIGNING ON BEHALF OF AN ORGANIZATION, THIS MUST BE COMPLETED:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_  
by \_\_\_\_\_, (name[s]) the \_\_\_\_\_,  
(title) of \_\_\_\_\_ (organization name) a \_\_\_\_\_  
(state) corporation, partnership, or limited liability company (*circle one*), on behalf of the organization.

Michigan

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County,

My Commission Expires: \_\_\_\_\_

(i) (OR) IF SIGNING AS AN INDIVIDUAL OR MARRIED PERSON, THIS MUST BE COMPLETED:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20

by \_\_\_\_\_, (name[s]) \_\_\_\_\_  
(marital status).

Michigan

\_\_\_\_\_  
Notary Public  
County, \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



(Grantee)  
STATE OF MICHIGAN  
DEPARTMENT OF ENVIRONMENTAL  
QUALITY  
GEOLOGICAL AND LAND  
MANAGEMENT DIVISION

Signature: \_\_\_\_\_

\_\_\_\_\_  
Chief Mary Ellen Cromwell, Assistant Division

\_\_\_\_\_  
Type/Print Witness' Name

STATE OF MICHIGAN}  
                              } ss  
COUNTY OF INGHAM}

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

by Mary Ellen Cromwell, Geological and Land Management Division, Assistant Division Chief,  
State of Michigan, on behalf of the Michigan Department of Environmental Quality.

Michigan

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_, County,

My Commission Expires: \_\_\_\_\_

Drafted by: S. Peter Manning

AFTER RECORDING, RETURN TO:

Department of Attorney General  
Environment, Natural Resources  
and Agriculture Division  
525 West Allegan Street  
Lansing, MI 48933

Geological and Land Management Division  
525 West Allegan Street  
P.O. Box 30458  
Lansing, MI 48909-7958  
Michigan Department of Environmental

Quality

(September 2, 2003)

## BY-LAWS

## ARTICLE I

## ADOPTION OF OTHER DOCUMENTS

SECTION 1. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS. The Declaration of Covenants, Conditions and Restrictions for Westminister Subdivision, Macomb Township, Macomb County, Michigan, affecting property of Pulte Land Company, LLC, a Michigan limited liability, recorded among the Macomb County Records, State of Michigan, as may be amended from time to time as therein provided, is hereby incorporated by reference and adopted in its entirety as part of the By-Laws of Westminister Homeowners Association (hereinafter referred to as the "Association").

SECTION 2. ARTICLES OF INCORPORATION. The Articles of Incorporation of this Association filed with the Michigan Department of Labor and Economic Growth on November 30, 2005, are hereby incorporated by reference and adopted in their entirety as part of the By-Laws of the Association.

SECTION 3. DEFINITION OF TERMS. Capitalized terms used in these By-Laws and not otherwise defined herein, shall have the meanings ascribed to such terms in the Declaration.

SECTION 4. CONFLICT OF TERMS AND PROVISIONS. In the event there exists any conflict among the terms and provisions contained within the Declaration, the Articles of Incorporation or these By-Laws, the terms and provisions of the following documents, in their stated order of priority, shall control: (i) the Declaration; (ii) the Articles of Incorporation of this Association; and (iii) the By-Laws of the Association.

## ARTICLE II

## REGISTERED OFFICE

SECTION 1. REGISTERED OFFICE. The registered office of the Association shall be located at 450 West Fourth Street, in the City of Royal Oak, County of Oakland, State of Michigan 48067, or at such other registered office as the Board of Directors of the Association may determine from time to time.

## ARTICLE III

## MEMBERS

SECTION 1. MEMBERSHIP. There shall be two classes of members: Class A Members and Class B Members (collectively referred to as the "Members").

(a) Class A Members. Every Owner of a Lot of record other than Developer shall be a Class A Member of the Association.

(b) Class B Members. Developer shall be the Class B Member. Class B Membership shall terminate as to any Lots owned by Developer at any time such Lot is sold and conveyed to an owner other than Developer.

(c) Membership Rights and Obligations. All membership rights and obligations shall be appurtenant to and may not be separated from ownership of any Lot. Where the Owner of a Lot is more than one (1) person or entity, said multiple owners shall be collectively one (1) Member, even though all of said co-owners shall be jointly and severally liable for the assessments levied against the Lot collectively owned by said co-owners, pursuant to Article V of the Declaration.

SECTION 2. PLACE OF MEETING. Meetings of the Members of the Association shall be held at a suitable place convenient to the Members as may be designated by the Board of Directors. Meetings of the Members of the Association shall be conducted in accordance with generally accepted rules of parliamentary procedure, when not otherwise in conflict with the Articles of Incorporation, these By-Laws or the laws of the State of Michigan.

SECTION 3. ANNUAL MEETING OF MEMBERS. The annual meeting of the Members, commencing with the year following the year in which the Class A Members of the Association elect the Directors of the Association in replacement of Developer, shall be held within one hundred twenty (120) days following the year end of the Association, on a day not a legal holiday, at 7:00 o'clock p.m., local Detroit time, or at such other time as shall be determined from time to time by the Board of Directors of the Association, unless the action to be taken at the annual meeting is taken by written consent, as provided in Section 8 below. At said meeting, the Members shall elect Directors and shall transact such other business as may be properly brought before the meeting. If the annual meeting is not held on the date designated therefor, the Board of Directors shall cause the meeting to be held as soon thereafter as convenient.

SECTION 4. NOTICE OF MEETING OF MEMBERS. Except as otherwise provided in the Nonprofit Corporation Act, Act 162 of the Public Acts of 1982, (hereinafter referred to as the "Act"), written notice of the time, place and purposes of a meeting of Members shall be given not less than thirty (30) days before the date of the meeting, to each Member of record entitled to vote at the meeting. When a meeting is adjourned to another time or place, it is not necessary to give notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken and at the adjourned meeting only such business is transacted as might have been transacted at the original meeting. However, if after the adjournment, the Board of Directors fixes a new record date for the adjourned meeting, a notice of adjourned meeting shall be given to each Member. If a Member attends a meeting of the Members, that Member waives any objection to (a) lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to the holding of the meeting or transacting business at the meeting; and (b) consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member objects to considering the matter when presented.

SECTION 5. SPECIAL MEETING OF MEMBERS. The Board of Directors of the Association, or the Members representing a majority of the total number of outstanding votes of all Class A and Class B Members of the Association may call a special meeting of the Members of the Association. The method by which such meeting may be called is as follows: Upon receipt of a specification in writing setting forth the date and objects of such proposed special meeting, signed by the Board of Directors, or by a majority of the Class A and Class B Members of the Association, the Secretary of the Association shall prepare, sign and mail the notice requisite to such meeting.

## SECTION 6. QUORUM OF MEMBERS.

(a) With respect to the meeting of Members held for the purpose of electing the Directors of the Association in replacement of Developer, the quorum for holding such meeting shall be the Members present in person or in proxy, and there shall be no requirement that a minimum number of Members be present.

(b) The presence, in person or by proxy, of Members representing forty (40%) percent of the total number of outstanding votes of all Class A and Class B Members shall constitute a quorum for holding all other meetings of Members. The Members present in person or by proxy at such meeting may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than quorum. Whether or not a quorum is present, the meeting may be adjourned by a vote of the Members present.

SECTION 7. VOTE OF MEMBERS. Members of the Association shall have the following voting rights:

(a) CLASS A MEMBERS. Each Class A Member is entitled to one (1) vote on each matter submitted to a vote for each Lot owned by such Member, unless otherwise provided in the Articles of Incorporation. When more than one (1) person or entity holds an interest in any Lot or other portion of the Property (multiple ownership), all such persons shall constitute one (1) Class A Member, but in no event shall there be more than one (1) vote cast with respect to any such Lot. When more than one (1) person or entity holds an interest in such Lot, the vote for the Lot shall be exercised as the multiple Owners may, among themselves, agree, and they shall notify the Association in writing of the person entitled to exercise such vote. In the event any multiple Owners fail to provide such notice to the Association within thirty (30) days prior to the date set for a meeting, the Owner whose name first appears on record title shall be deemed to be the Member authorized to vote on behalf of all the multiple Owners and any vote cast in person or by proxy by said Owner, or the failure of said Owner to vote, shall be binding upon all such multiple Owners.

(b) CLASS B MEMBER. The Class B Member shall be entitled to three (3) votes for each Lot that Developer owns in Westminister Subdivision. Class B membership shall terminate as to any Lots owned by Developer at the time such Lot is sold and conveyed to an Owner other than Developer, which Owner shall thereafter be a Class A Member.

(c) VOTING GENERALLY. A Member may cast a vote orally or in writing. When an action is to be taken by vote of the Members, the action shall be authorized by a majority of the votes cast, unless the Articles of Incorporation or the Act require a greater plurality. Any Member may authorize any individual to attend any meeting on his or her behalf and give such individual a written proxy to vote on any matter submitted to a vote.

(d) SEPARATE VOTE FOR MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE. Notwithstanding anything herein to the contrary, there shall be a separate vote for each position to be filled for each of the members of the Architectural Control Committee.

SECTION 8. CONSENT OF MEMBERS IN LIEU OF MEETING. Any action required or permitted by the Act to be taken at an annual or special meeting of Members may be taken without a meeting, without prior notice and without a vote, if all of the Members entitled to vote thereon consent thereto in writing. Any action required or permitted by the Act to be taken at

any other meeting of Members may be taken without a meeting, without prior notice and without a vote, if consents in writing, setting forth the action so taken, are signed by the Members having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all Members entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to Members who have not consented in writing.

SECTION 9. EVIDENCE OF OWNERSHIP. No Owner may vote at any meeting of the Association until he or she has presented evidence of ownership to the Association.

SECTION 10. SPECIAL MEETING FOR PURPOSE OF ESTABLISHING SPECIAL ASSESSMENTS; QUORUM REQUIREMENTS. In accordance with Article V of the Declaration, special assessments shall not be levied unless first approved by sixty (60%) percent of the total combined Class A and Class B votes, cast in person or by proxy at a meeting of the Association Members duly called for such a purpose. Written notice of such meeting shall be sent by the Board of Directors to all Members at least thirty (30) days in advance of the meeting, which notice shall set forth the purpose of the meeting.

The quorum required for the first meeting called for the purpose of voting on a special assessment shall be at least ninety (90%) percent of all of the then authorized votes present, by person or by proxy. If the required quorum is not present at the first meeting called for the purpose of considering the special assessment, another meeting may be called for said purpose, which notice thereof to be given as provided for in this Section 10, and the required quorum at any such subsequent meeting shall be reduced to sixty (60%) percent of all of the then authorized votes present, provided that such second meeting is held within sixty (60) days from the date of the first meeting.

#### ARTICLE IV

#### COMMITTEES

SECTION 1. ARCHITECTURAL CONTROL COMMITTEE. The Declaration specifies the power granted or delegated to the Architectural Control Committee. The Architectural Control Committee shall consist of no less than three (3) Members and no more than five (5) Members to be appointed by Developer. The members of the Board of Directors may also serve as the Architectural Control Committee. Developer shall appoint and remove members of the Architectural Control Committee at its sole discretion until such time as Developer transfers to the Association its right to appoint and remove members of the Architectural Control Committee. Each member shall be a Class A Member of the Association or a person designated by the Class B Member 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 a Class A Member shall die, resign from the Committee, or no longer be a Member of the Association, the Board of Directors shall fill the vacancy so created by majority vote. The Class B Member may terminate the appointment of any person designated by the Class B Member 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.

SECTION 2. FORMATION OF OTHER COMMITTEES. The Board of Directors of the Association may designate one (1) or more committees, in addition to the Architectural Control Committee, each committee to consist of one (1) or more individuals who are Directors of the Association. The Board of Directors of the Association may designate one (1) or more

individuals as alternate members of any committee, who may replace an absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the members thereof present at any meeting and not disqualified from voting, whether or not they constitute a quorum, may unanimously appoint another Director of the Association to act at the meeting in the place of any such absent or disqualified individual. Any such committee shall exercise all the powers and authority of the Board of Directors of the Association in reference to the matter and in the manner set forth by the Board of Directors in the resolution creating such committee; provided, however, no such committee shall have the power or authority to (i) amend the Articles of Incorporation of the Association, (ii) recommend to the Members a dissolution of the Association, a revocation of a dissolution or a cessation of the Association, (iii) amend the By-Laws of the Association or (iv) fill vacancies in the Board of Directors. Any such committee, and each individual thereof, shall serve at the pleasure of the Board of Directors of the Association.

SECTION 3. REGULAR MEETINGS OF THE COMMITTEE. Regular meetings of any committee may be held without notice at such times and places as shall be determined from time to time by the members of said committee.

## ARTICLE V

### DIRECTORS

SECTION 1. BOARD OF DIRECTORS. The right to manage the affairs of the Association shall be exclusively vested in the Association's Board of Directors. Developer shall have the sole authority to appoint the members of the Board of Directors until one hundred (100%) percent of the Lots within the Subdivision have been sold and conveyed by Developer, or until Developer relinquishes such right by written notice to the Association, whichever occurs first. At such time as Developer ceases to have the right to appoint the Board of Directors, the members of the Board of Directors shall be appointed at the annual meeting of the Members by majority vote of all Class A and Class B Members.

SECTION 2. NUMBER AND TERM OF DIRECTORS. Developer shall be the sole Director until such time as fee simple interest in one hundred (100%) percent of the Lots within the Subdivision have been sold and conveyed by Developer, or until such earlier time as Developer may elect, in its discretion. Thereafter, the Board of Directors shall consist of three (3) Members. At such time as Developer ceases to be the sole Director of the Association, the Members shall elect three (3) Directors to serve terms of one (1) year each and until his or her successor is elected and qualified, or until his or her resignation or removal. All Directors must be Members or officers, partners, trustees or employees of Members that are entities.

SECTION 3. REMOVAL OF DIRECTORS. Each Director (other than Developer) shall serve on the Board of Directors until:

- (a) the expiration of such Director's term;
- (b) such Director tenders his or her resignation;
- (c) such Director is removed by the Members whose aggregate vote constitutes at least sixty-five (65%) percent of the total outstanding votes of all Members;
- (d) the death or mental incompetence of a Director; or

(e) said Director (or his/her principal, if the Director is an agent of any Member) no longer holds an interest in any Lot.

Upon the occurrence of such resignation, removal, death, incompetence and/or withdrawal of a Director, a new Director shall be elected by the affirmative vote of the Members whose votes constitute a majority of all outstanding votes.

SECTION 4. POWERS AND DUTIES. The Board of Directors shall have all powers and duties necessary to administer the affairs of the Association in accordance with the Declaration, the Articles of Incorporation and these By-Laws.

SECTION 5. PLACE OF MEETINGS. All meetings of the Board of Directors shall be held at the registered office of the Association, or at such other place within the Counties of Macomb, Oakland or Wayne, State of Michigan, as may be determined from time to time by the Board of Directors.

SECTION 6. REGULAR MEETINGS OF THE BOARD OF DIRECTORS. Regular meetings of the Board of Directors may be held without notice at such times and places as shall be determined from time to time by the Board of Directors.

SECTION 7. SPECIAL MEETINGS OF THE BOARD OF DIRECTORS. Special meetings of the Board of Directors may be called at any time by a majority of the persons then comprising the Board of Directors by providing notice of the time and place thereof to each Director not less than ten (10) days before the date such special meeting is to be held.

SECTION 8. QUORUM AND REQUIRED VOTE OF BOARD OF DIRECTORS. At all meetings of the Board of Directors, a majority of the members of the Board of Directors then in office shall constitute a quorum. The vote of the majority of Directors present at a meeting at which a quorum is present constitutes the action of the Board of Directors, unless a vote of a larger number is required by the Act, the Articles of Incorporation, the Declaration, or these By-Laws. If a quorum shall not be present at any meeting of the Board of Directors, the Directors present at such meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

SECTION 9. CONSENT OF DIRECTORS IN LIEU OF MEETING. Action required or permitted to be taken pursuant to authorization voted at a meeting of the Board of Directors then in office, may be taken without a meeting if, before or after the action, all members of the Board of Directors then in office consent thereto in writing. The written consents shall be filed with the minutes of the proceedings of the Board of Directors. The consent has the same effect as a vote of the Board of Directors for all purposes.

SECTION 10. PARTICIPATION IN MEETING BY TELEPHONE. A Director may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can communicate with each other. Participation in a meeting pursuant to this Section 10 constitutes presence in person at the meeting.

SECTION 11. WAIVER OF NOTICE. If a Director attends or participates in a meeting, the Director waives notice of the meeting, unless the Director at the beginning of the meeting, or upon his arrival, objects to the meeting or the transaction of business at the meeting and does not thereafter vote for or assent to any action taken at the meeting.



## ARTICLE VI

### NOTICES

SECTION 1. NOTICE. Any notice or communication to any Director or Member which is required under any provision of the Act, the Declaration, the Articles of Incorporation or these By-Laws, must be given in writing, either by mail or land/air express courier service, addressed to such Director or Member, at the address designated by him or her for that purpose or, if none is designated, at his or her last known address. The notice or communication is given when deposited, with postage prepaid, in a post office or official depository under the exclusive care and custody of the United States postal service or in an appropriate depository for such land/air express courier service. The mailing shall be by first class mail, except where otherwise provided in the Act. Notice may also be given orally in person or by telephone, telex, radiogram or cablegram, and such notice shall be deemed to be given when the recipient receives the notice personally, by telephone or when the notice, addressed as provided above, has been delivered to the company, or to the equipment transmitting such notice. The notice of meeting need not identify the business to be transacted at, nor the purpose of, a regular or special meeting of the Members except as provided by the Act, the Declaration, the Articles of Incorporation or these By-Laws.

SECTION 2. WAIVER OF NOTICE. When, under the Act or the Articles of Incorporation or these By-Laws, the Members of the Association or the Board of Directors may take action after notice to any person or after lapse of a prescribed period of time, the action may be taken without notice and without lapse of the applicable period of time, if at any time before or after the action is completed the person entitled to notice or to participate in the action to be taken or, in case of a Member, by his or her attorney-in-fact, submits a signed waiver of such requirements. The waiver of notice of the meeting need not identify the business to be transacted at, nor the purpose of, a regular or special meeting of the Board of Directors or Members, except as provided by the Act, the Declaration, the Articles of Incorporation or these By-Laws. Attendance of a person at a meeting constitutes a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

## ARTICLE VII

### OFFICERS

SECTION 1. SELECTION. The Board of Directors, at a meeting called for such purpose, shall appoint a President, Secretary and a Treasurer. The Board of Directors may also elect or appoint one (1) or more Vice Presidents and such other officers, employees and/or agents as they shall deem necessary, which officers, employees and agents shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors. Two (2) or more offices may be held by the same person, who may also be a Director.

SECTION 2. TERM, REMOVAL AND VACANCIES. Each officer of the Association shall hold office for the term for which he or she is appointed and until his or her successor is appointed, or until his or her resignation or removal. The Board of Directors may remove any officer appointed by the Board of Directors with or without cause at any time. Any officer may resign by written notice to the Board of Directors. The Board of Directors may fill any vacancy occurring in any office.

SECTION 3. PRESIDENT. The President shall be the Chief Executive Officer of the Association and must also be a Director. The President shall preside over all meetings of the Board of Directors and of the Members of the Association. The President shall, in general, perform all duties incident to the office of President as may be prescribed by the Board of Directors.

SECTION 4. VICE PRESIDENTS. The Board of Directors may appoint one (1) or more Vice Presidents. A Vice President shall perform the duties and exercise the powers of the President during the absence or disability of the President. The Vice President shall perform such other duties as may be prescribed by the Board of Directors.

SECTION 5. SECRETARY. The Secretary shall attend all meetings of the Members and Board of Directors, and shall preserve in the books of the Association true minutes of the proceedings of all such meetings. The Secretary shall have charge of the Association's seal and shall have authority to affix the same to all instruments where its use is required or permitted. The Secretary shall give all notices required by the Act, these By-Laws or resolution and shall perform such other duties as may be prescribed by the Board of Directors.

SECTION 6. TREASURER. The Treasurer shall have custody of all Association funds and securities and shall keep in the Association's books full and accurate accounts of all receipts and disbursements. The Treasurer shall deposit all monies, securities and other valuable effects in the name of the Association in such depositories as may be designated for that purpose by the Board of Directors. The Treasurer shall disburse the funds of the Association as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, whenever requested, an account of all transactions and of the financial condition of the Association. The Treasurer shall also perform such other duties as may be prescribed by the Board of Directors.

## ARTICLE VIII

### INDEMNIFICATION

SECTION 1. NON-DERIVATIVE ACTIONS. Subject to all of the other provisions of this Article VIII, the Association shall indemnify any person who was or is a party defendant (including counter defendants, third party defendants and cross defendants), or is threatened to be made a party defendant (including counter defendants, third party defendants and cross defendants), to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, formal or informal (other than an action by or in the right of the Association), by reason of the fact that the person is or was a Director or officer of the Association, or, while serving as a Director or officer of the Association, is or was serving at the request of the Association as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, whether for profit or not, against expenses (including actual and reasonable attorney fees), judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with defending such action, suit, or proceeding, if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Association or its Members, and with respect to any criminal action or proceeding, if the person had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner that the person reasonably believed to be in or not opposed to the best interests of the Association or its Members, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

SECTION 2. DERIVATIVE ACTIONS. Subject to all of the other provisions of this Article VIII, the Association shall indemnify any person who was or is a party defendant (including counter defendants, third party defendants and cross defendants), to or is threatened to be made a party defendant (including counter defendants, third party defendants and cross defendants), to any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that the person is or was a Director or officer of the Association, or, while serving as a Director or officer of the Association, is or was serving at the request of the Association as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, whether for profit or not, against expenses (including actual and reasonable attorney fees) and amounts paid in settlement actually and reasonably incurred by the person in connection with defending the action or suit, if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Association or its Members. However, indemnification shall not be made for any claim, issue, or matter in which the person has been found liable to the Association unless and only to the extent that the court in which the action or suit was brought has determined on application that, despite the adjudication of liability but in view of all the circumstances of the case (and regardless of whether such officer or director has met the standards of conduct described above, *i.e.* "good faith," "best interests of the corporation" or "no reasonable cause to believe his or her conduct was unlawful"), the person is fairly and reasonably entitled to indemnification for the reasonable expenses incurred.

SECTION 3. EXPENSES OF SUCCESSFUL DEFENSE. Without limiting the foregoing indemnities in any way, to the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 1 and 2 of this Article VIII, or in defense of any claim, issue, or matter in the action, suit, or proceeding (and regardless of whether such officer or director has met the standards of conduct described above, *i.e.* "good faith," "best interests of the corporation" or "no reasonable cause to believe his or her conduct was unlawful"), the person shall be indemnified against actual and reasonable expenses (including attorney fees) incurred by the person in connection with the action, suit, or proceeding and an action, suit, or proceeding brought to enforce the mandatory indemnification provided in this Section 3.

SECTION 4. DEFINITION. For the purposes of Sections 1 and 2, "other enterprises" shall include employee benefit plans; "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and "serving at the request of the Association" shall include any service as a Director, officer, employee, or agent of the Association that imposes duties on, or involves services by, the Director or officer with respect to an employee benefit plan, its participants, or its beneficiaries; and a person who acted in good faith and in a manner the person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be considered to have acted in a manner "not opposed to the best interests of the Association or its Members" as referred to in Sections 1 and 2.

SECTION 5. CONTRACT RIGHT; LIMITATION ON INDEMNITY. The right to indemnification conferred in this Article VIII shall be a contract right, and shall apply to services of a Director or officer as an employee or agent of the Association as well as in the person's capacity as a Director or officer. Except as provided in Section 3 of this Article VIII, the Association shall have no obligations under this Article VIII to indemnify any person in connection with any proceeding, or part thereof, initiated by the person without authorization by the Board of Directors.

SECTION 6. DETERMINATION THAT INDEMNIFICATION IS PROPER. An indemnification under Sections 1 or 2 of this Article VIII (unless ordered by a court) shall be made by the Association only as authorized in the specific case (a) when it is determined that indemnifica-

tion of the person is proper in the circumstances because the person has met the applicable standard of conduct set forth in Sections 1 or 2, whichever is applicable, and (b) upon an evaluation of the reasonableness of expenses and amounts paid in settlement. The determination and evaluation shall be made in any of the following ways:

- (i) By a majority vote of a quorum of the Board of Directors consisting of Directors who are not parties or threatened to be made parties to the action, suit, or proceeding.
- (ii) If the quorum described in (i) above is not obtainable, then by majority vote of a committee consisting solely of two (2) or more Directors, duly designated by the Board of Directors, who are not at the time parties or threatened to be made parties to the action, suit, or proceeding.
- (iii) By independent legal counsel in a written opinion, which counsel shall be selected in one of the following ways: (A) by the Board of Directors or its committee in the manner prescribed in (i) or (ii) above; or (B) if a quorum of the Board of Directors cannot be obtained under (i) above and a committee cannot be designated under (ii) above, by the Board of Directors.
- (iv) By a majority of the Members.

SECTION 7. PROPORTIONATE INDEMNITY. If a person is entitled to indemnification under Sections 1 or 2 of this Article VIII for a portion of expenses, including attorney fees, judgments, penalties, fines, and amounts paid in settlement; but not for the total amount, the Association shall indemnify the person for the portion of the expenses, judgments, penalties, fines, or amounts paid in settlement for which the person is entitled to be indemnified.

SECTION 8. EXPENSE ADVANCE. The Association may pay or reimburse the reasonable expenses incurred by a person referred to in Sections 1 and 2 of this Article VIII who is a party or threatened to be made a party to an action, suit, or proceeding in advance of final disposition of the proceeding if all of the following apply: (a) the person furnishes the Association a written affirmation of his or her good faith belief that he or she has met the applicable standard of conduct set forth in Sections 1 or 2; (b) the person furnishes the Association a written undertaking, executed personally or on his or her behalf, to repay the advance if it is ultimately determined that he or she did not meet the standard of conduct; and (c) a determination is made that the facts then known to those making the determination would not preclude indemnification under Sections 1 or 2. The Association shall authorize any payment in the manner specified in Section 6. The undertaking shall be an unlimited general obligation of the person on whose behalf advances are made, but it need not be secured.

SECTION 9. NON-EXCLUSIVITY OF RIGHTS. The indemnification or advancement of expenses provided under this Article VIII is not exclusive of other rights to which a person seeking indemnification or advancement of expenses may be entitled under a contractual arrangement with the Association. However, the total amount of expenses advanced or indemnified from all sources combined shall not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses.

SECTION 10. INDEMNIFICATION OF EMPLOYEES AND AGENTS OF THE ASSOCIATION. The Association may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or

agent of the Association to the fullest extent of the provisions of this Article VIII with respect to the indemnification and advancement of expenses of Directors and officers of the Association.

SECTION 11. FORMER DIRECTORS AND OFFICERS. The indemnification provided in this Article VIII continues for a person who has ceased to be a Director or officer with respect to acts or omissions taken by them during their tenure as a Director or officer and after the date this Article VIII was adopted by the Association and shall inure to the benefit of the heirs, executors, and administrators of the person.

SECTION 12. INSURANCE. The Association may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee, or agent of the Association, or is or was serving at the request of the Association as a director, officer, partner, trustee, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against the person and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have power to indemnify the person against the liability under these By-Laws or the laws of the State of Michigan.

SECTION 13. CHANGES IN MICHIGAN LAW. If there is any change in Michigan law applicable to the Association relating to the subject matter of this Article VIII, then the indemnification to which any person shall be entitled under this Article VIII shall be determined by the changed provisions, but only to the extent that the change permits the Association to provide broader indemnification rights than the provisions permitted the Association to provide before the change. Subject to Section 14, the Board of Directors may amend these By-Laws to conform to any such changed statutory provisions.

SECTION 14. AMENDMENT OR REPEAL OF THIS ARTICLE VIII. No amendment or repeal of this Article VIII shall apply to or have any effect on any Director or officer of the Association for or with respect to any acts or omissions of the Director or officer occurring before the amendment or repeal.

## ARTICLE IX

### GENERAL PROVISIONS

SECTION 1. BANK ACCOUNTS. The funds of the Association shall be deposited in such bank or banks as may be designated by the Board of Directors. All checks, drafts and orders of the payment of money shall be signed in the name of the Association in such manner and by such person or persons as the Board of Directors shall from time to time designate for that purpose. The Association shall keep detailed books of accounts pertaining to the administration of the Association in accordance with generally accepted accounting principles. Such account shall be open for inspection by the Members upon written request and during reasonable business hours.

SECTION 2. CONTRACTS, CONVEYANCES, ETC. When the execution of any contract, conveyance or other instrument has been authorized without specification of the executing officers, the President may execute the same in the name and on behalf of the Association and may affix the Association's seal thereto. The Board of Directors shall have power to designate the officers and agents who shall have authority to execute any instrument on behalf of the Association.

SECTION 3. BOOKS AND RECORDS. The Association shall keep books and records of account and minutes of the proceedings of its Members and Board of Directors. The Association shall keep at its registered office records containing the names and addresses of all its

Members. Any of such books, records or minutes may be in written form or in any other form capable of being converted into written form. The Association shall convert into written form without charge any such record not in such form, upon written request of a person entitled to inspect them.

SECTION 4. YEAR END. The year end of the Association shall be an annual period commencing on the date initially determined by the Board of Directors. The Association's year end may be changed by the Board of Directors in its discretion.

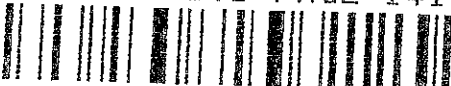
## ARTICLE X AMENDMENTS

SECTION 1. AMENDMENTS. These By-Laws may be altered, amended or repealed or new By-Laws may be adopted, by Developer, without the consent of any Member, at any time prior to the date on which Developer withdraws as the sole Director of the Association. The power to alter, amend or repeal these By-Laws, and to adopt new By-Laws, shall be exclusively vested in Developer until such time as Developer withdraws as the sole Director of the Association. Thereafter, these By-Laws may be adopted by the Members of the Association, at a special meeting called for such purpose at which a quorum is present or represented, by the affirmative vote of the Members whose votes constitute seventy-five (75%) percent of the total votes of all the Members entitled to vote.

RETD. FOR CORR. MAR 06 2006

RECEIVED MAR 06 2006

COPY

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LIBER 17648 PAGE 141  


03/06/2006 02:56:45 P.M.  
MACOMB COUNTY, MI SEAL  
CARMELLA SABAUGH, REGISTER OF DEEDS

## AGREEMENT FOR CONSERVATION EASEMENT

(This instrument is exempt from County and State transfer taxes pursuant to MCL 207.505(a) and MCL 207.526(a), respectively)

This CONSERVATION EASEMENT is created March 1, 2006, by and between

PULTE LAND COMPANY LLC, (name) married/single (circle one), or corporation, partnership, municipality, or limited liability company (circle one), whose address

is 26622 Woodward Avenue, Suite 204, Royal Oak, Michigan 48067 (Grantor) and the Michigan Department of Environmental Quality (MDEQ), whose address is, Constitution Hall, 1<sup>st</sup> Floor South, P.O. Box 30458, Lansing, Michigan 48909-7958; or 525 West Allegan Street, Lansing, Michigan 48933 (Grantee);

The Grantor is the fee simple title holder of real property located in (circle one) the Township/City of Macomb, Macomb County, and State of Michigan, legally described in Exhibit A.

MDEQ is the agency charged with administering Part 303, Wetlands Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), and

Permittee/Grantor has applied for a Permit (MDEQ File Number 03-50-0028-P) pursuant to Part 303 to authorize activities that will impact regulated wetland. The MDEQ evaluated the permit application and determined that a permit could be authorized for certain activities within regulated wetlands provided certain conditions are met, and

Permittee/Grantor has agreed to grant the MDEQ a Conservation Easement that protects the wetland mitigation site and/or the remaining wetlands on the property and restricts further development to the area legally described in Exhibit B. The Conservation Easement (the Easement Premises) consists of approximately 3.38 acres. The MDEQ shall record this Agreement with the county register of deeds.

ACCORDINGLY, Grantor conveys this Conservation Easement to Grantee pursuant to Subpart 11 of Part 21, Conservation and Historic Preservation Easement, of the NREPA, MCL 324.2140 et seq., on the terms and conditions stated below.

1. The purpose of this Agreement is to protect the functions and values of existing or established wetlands and its natural resource values on the Easement Premises consistent with the Permit and the protection of the benefits to the public derived from wetlands and integral habitat, by requiring Grantor to maintain the Easement Premises in its natural and undeveloped condition.
2. Except as authorized under MDEQ Permit Number 03-50-0028-P issued on 07/29/2003 or as otherwise provided in this Agreement, Grantor shall refrain from, and prevent any other person from altering or developing the Easement Premises in any way. This includes, but is not limited to:

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- a) Alteration of the topography;
  - b) Creation of paths, trails, or roads;
  - c) The placement of fill material as defined in Part 303 of the NREPA, MCL 324.30301 et seq., as amended;
  - d) Dredging, removal, or excavation of any soil or minerals;
  - e) Drainage of surface or groundwater;
  - f) Construction or placement of any structure;
  - g) Plowing, tilling, or cultivating the soils or vegetation;
  - h) Alteration or removal of vegetation, including the planting of non-native species;
  - i) Ranching
  - j) Construction of unauthorized utility or petroleum lines;
  - k) Storage or disposal of garbage, trash, debris, abandoned equipment or accumulation of machinery, or other waste materials, including accumulated vegetative debris such as grass clippings, leaves, yard waste, or other material collected and deposited from areas outside the Easement Premises;
  - l) Use or storage of off-road vehicles including, but not limited to, snowmobiles, dune buggies, all-terrain vehicles, and motorcycles;
  - m) Placement of billboards or signage, except as otherwise allowed in the Permit or this Agreement;
  - n) Use of the wetland for the dumping of untreated stormwater at a volume that adversely impacts the hydrology of the wetland.
3. Cutting down, destroying, or otherwise altering or removing trees, tree limbs, shrubs, or other vegetation, whether living or dead, is prohibited within the Easement Premises, except with the written permission of Grantee, expressly for the removal of trees or limbs to eliminate danger to health and safety; to reduce a threat of infestation posed by diseased vegetation; or to control invasive non-native plant species that endanger the health of native species.
  4. Grantor is not required to restore the Easement Premises due to alterations resulting from causes beyond the owner's control, including, but not limited to, unauthorized actions by third parties that were not reasonably foreseeable; or natural disasters such as unintentional fires, floods, storms, or natural earth movement.
  5. Grantor may perform activities within the Easement Premises consistent with the Permit or the mitigation requirements. Grantor shall provide 5 days notice of undertaking any mitigation activity even if the mitigation project has been conceptually approved. Any activities undertaken pursuant to the Permit, a mitigation project, or this Agreement, shall be performed in a manner to minimize the adverse impacts to existing wetland or mitigation areas.
  6. Grantor warrants that Grantor has good and sufficient title to the Easement Premises described in Exhibit B.
  7. Grantor warrants that any other existing interests or encumbrances in the Easement Premises have been disclosed to the MDEQ.
  8. Grantor warrants that to the best of Grantor's knowledge no hazardous substances or hazardous or toxic wastes have been generated, treated, stored, used, disposed of, or deposited in or on the property.
  9. This Agreement does not grant or convey to Grantee or members of the general public any right to possession or use of the Easement Premises.
  10. Grantor shall continue to have all rights and responsibilities as owner of the property subject to this Agreement. Grantor shall continue to be solely responsible for the upkeep and maintenance of the Easement Premises, to the extent it may be required by law.
  11. Grantee and its authorized employees and agents may enter the Easement Premises upon reasonable notice to Grantor to determine whether the Easement Premises are being maintained in compliance with the terms of this Agreement, mitigation, or other conditions of the Permit; and for the



purpose of taking corrective actions for failure to comply. If Grantee is entering the easement premises for purposes of taking corrective actions, Grantor shall be provided with 14 days notice to provide the opportunity to cure the failure to comply.

12. This Agreement shall be binding upon the successors and assigns of the parties and shall run with the land in perpetuity unless modified or terminated by written agreement of the parties.
13. This Agreement may be modified only in writing through amendment of the Agreement. Any modification shall be consistent with the purpose and intent of the Agreement.
14. This Agreement may be enforced by either an action at law or in equity and shall be enforceable against any person claiming an interest in the Easement Premises despite a lack of privity of estate or contract.
15. Grantor shall indicate the existence of this Agreement on all future deeds, mortgages, land contracts, plats, and any other legal instrument used to convey an interest in the Easement Premises.
16. A delay in enforcement shall not be construed as a waiver of the Grantee's rights to enforce the conditions of this Agreement.
17. This Agreement shall be liberally construed in favor of maintaining the purpose of the Conservation Easement.
18. If any portion of this Agreement is determined to be invalid by a court of law, the remaining provisions will remain in force.
19. This Agreement will be construed in accordance with Michigan law.
20. In addition to the terms of the Permit issued by Grantee, this document sets forth the entire agreement of the parties. It is intended to supercede all prior discussions or understandings.
21. Within 90 days after this Agreement is executed, Grantor shall place and maintain at Grantor's expense, signs, fences, or other suitable markings along the Easement Premises to clearly demarcate the boundary of the Easement Premises.

#### LIST OF ATTACHED EXHIBITS

- Exhibit A:** A legal description of the Grantor's property, inclusive of the Easement Premises.
- Exhibit B:** A legal description of the Easement Premises.
- Exhibit C:** A survey map depicting the Easement Premises that also includes identifiable landmarks such as nearby roads to clearly identify the easement site.
- Exhibit D:** A legal description that provides a path of legal access to the Easement Premises and a map that indicates this access site that MDEQ staff will use for ingress and egress to and from the Easement Premises; or if the Easement is directly connected to a publicly accessible point, such as a public road, a statement is required that authorizes MDEQ staff ingress and egress to and from the Easement Premises with a map that clearly indicates the connection of the public access site to the Easement Premises.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. In signing this Agreement, the Signatory warrants that he or she has the authority to convey the Conservation Easement on behalf of the Grantor.

GRANTOR: PULTE LAND COMPANY, LLC, a Michigan limited Liability company

Signature: [Handwritten Signature]  
CLARK G. DOUGHTY  
Type/Print Grantor's Name

Vice President  
Title (if signing on behalf of an organization)

PULTE LAND COMPANY, LLC  
Organization Name (if signing on behalf of an organization)

STATE OF MICHIGAN }  
COUNTY OF Oakland } ss

IF SIGNING ON BEHALF OF AN ORGANIZATION, THIS MUST BE COMPLETED:

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of March, 2006  
by Clark G. Doughty, (name[s]) the Vice President, (title)

of Pulte Land Company LLC (Organization name) a Michigan, (state) corporation,  
partnership, municipality, or limited liability company (circle one), on behalf of the organization.

[Handwritten Signature: Karen Tobin]  
(Signature of Notary Public)

Karen Tobin  
(Typed or Printed name of Notary Public)

Acting in: Oakland County, Michigan

My Commission Expires: 8-16-12

KAREN TOBIN  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Aug 16, 2012  
ACTING IN COUNTY OF Oakland

(OR) IF SIGNING AS AN INDIVIDUAL OR MARRIED PERSON, THIS MUST BE COMPLETED:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_, (name[s]) \_\_\_\_\_ (marital status).

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Typed or Printed name of Notary Public)

Acting in: \_\_\_\_\_ County, Michigan

My Commission Expires: \_\_\_\_\_

GRANTEE:

STATE OF MICHIGAN  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
LAND AND WATER MANAGEMENT DIVISION

Mary Ellen Cromwell  
Mary Ellen Cromwell, Chief

STATE OF MICHIGAN} ) ss  
COUNTY OF INGHAM}

The foregoing instrument was acknowledged before me this 3rd day of March, 2006  
by Mary Ellen Cromwell, Chief, Land and Water Management Division, State of Michigan, on behalf of the  
Michigan Department of Environmental Quality.

Lynda Kay Jones  
(Signature of Notary Public)  
Lynda Kay Jones  
(Typed or Printed name of Notary Public)

LYNDA KAY JONES  
Notary Public, Clinton Co., MI  
My Comm. Expires Oct. 1, 2007

Acting in: Ingham County, Michigan

My Commission Expires: 10/01/07

AFTER RECORDING, RETURN TO:

Form Drafted By:  
The Honorable Mike Cox, Attorney General  
Department of Attorney General  
Environment, Natural Resources, and  
Agriculture Division  
P.O. Box 30755  
Lansing, Michigan 48909

Michigan Department of Environmental Quality  
Land and Water Management Division  
Constitution Hall, 1<sup>st</sup> Floor South  
P.O. Box 30458  
Lansing, Michigan 48909-7958

(November 1, 2005)

MARCH 1, 2006  
AEW 564-001  
DESC  
EXHIBITS

EXHIBIT A

GRANTOR'S PROPERTY

PART OF THE SOUTHEAST QUARTER AND SOUTHWEST QUARTER OF SECTION 19, TOWN 3 NORTH, RANGE 13 EAST, MACOMB TOWNSHIP, MACOMB COUNTY, MICHIGAN, BEING DESCRIBED AS:

BEGINNING AT THE SOUTH QUARTER POST OF SECTION 19; THENCE SOUTH 87 DEGREES 53 MINUTES 25 SECONDS WEST 847.61 FEET ALONG THE SOUTH LINE OF SECTION 19; THENCE NORTH 02 DEGREES 09 MINUTES 45 SECONDS WEST 261.00 FEET; THENCE SOUTH 87 DEGREES 53 MINUTES 25 SECONDS WEST 72.00 FEET; THENCE NORTH 02 DEGREES 10 MINUTES 11 SECONDS WEST 2409.13 FEET TO THE EAST AND WEST QUARTER LINE OF SECTION 19; THENCE NORTH 87 DEGREES 52 MINUTES 00 SECONDS EAST 74.50 FEET ALONG THE EAST AND WEST QUARTER LINE OF SECTION 19; THENCE SOUTH 50 DEGREES 36 MINUTES 04 SECONDS EAST 76.20 FEET; THENCE NORTH 87 DEGREES 36 MINUTES 10 SECONDS EAST 1138.63 FEET; THENCE SOUTH 71 DEGREES 53 MINUTES 34 SECONDS EAST 102.78 FEET; THENCE SOUTH 36 DEGREES 08 MINUTES 30 SECONDS EAST 428.31 FEET; THENCE SOUTH 02 DEGREES 10 MINUTES 49 SECONDS EAST 974.75 FEET; THENCE SOUTH 88 DEGREES 18 MINUTES 11 SECONDS WEST 688.47 FEET TO THE NORTH AND SOUTH QUARTER LINE OF SECTION 19; THENCE SOUTH 02 DEGREES 15 MINUTES 35 SECONDS EAST 1265.12 FEET ALONG THE NORTH AND SOUTH QUARTER LINE OF SECTION 19 TO THE SOUTH QUARTER POST OF SECTION 19 AND THE POINT OF BEGINNING. CONTAINING 75.25 ACRES, MORE OR LESS.

SUBJECT TO ANY AND ALL EASEMENTS AND RIGHTS OF WAY OF RECORD OR OTHERWISE.

ANDERSON, ECKSTEIN, AND WESTRICK, INC.

MARCH 1, 2006  
AEW 564-001  
DESC  
EXHIBITS

## EXHIBIT B

### CONSERVATION EASEMENT

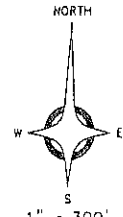
PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWN 3 NORTH, RANGE 13 EAST, MACOMB TOWNSHIP, MACOMB COUNTY, MICHIGAN, BEING DESCRIBED AS:

COMMENCING AT THE SOUTH QUARTER POST OF SECTION 16, THENCE SOUTH 87 DEGREES 53 MINUTES 25 SECONDS WEST 847.61 FEET ALONG THE SOUTH LINE OF SECTION 19; THENCE NORTH 02 DEGREES 09 MINUTES 45 SECONDS WEST 261.00 FEET; THENCE SOUTH 87 DEGREES 53 MINUTES 25 SECONDS WEST 72.00 FEET; THENCE NORTH 02 DEGREES 10 MINUTES 11 SECONDS WEST 2074.10 FEET; THENCE NORTH 87 DEGREES 49 MINUTES 48 SECONDS EAST 20.00 FEET TO THE POINT BEGINNING; THENCE NORTH 02 DEGREES 10 MINUTES 11 SECONDS WEST 303.12 FEET; THENCE SOUTH 50 DEGREES 36 MINUTES 04 SECONDS EAST 118.74 FEET; THENCE NORTH 87 DEGREES 36 MINUTES 10 SECONDS EAST 551.41 FEET; THENCE SOUTH 02 DEGREES 23 MINUTES 50 SECONDS EAST 337.69 FEET; THENCE NORTH 89 DEGREES 20 MINUTES 47 SECONDS WEST 261.96 FEET; THENCE NORTH 04 DEGREES 56 MINUTES 25 SECONDS WEST 188.08 FEET; THENCE NORTH 54 DEGREES 28 MINUTES 17 SECONDS WEST 110.29 FEET; THENCE SOUTH 73 DEGREES 36 MINUTES 25 SECONDS WEST 83.82 FEET; THENCE SOUTH 07 DEGREES 49 MINUTES 34 SECONDS WEST 68.72 FEET; THENCE SOUTHWESTERLY ALONG A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A CENTRAL ANGLE OF 99 DEGREES 59 MINUTES 45 SECONDS, A RADIUS OF 60.00 FEET, AN ARC DISTANCE OF 104.72 FEET AND WHOSE CHORD IS SOUTH 47 DEGREES 49 MINUTES 41 SECONDS WEST 91.92 FEET; THENCE SOUTH 02 DEGREES 10 MINUTES 11 SECONDS EAST 9.68 FEET; THENCE SOUTH 87 DEGREES 49 MINUTES 48 SECONDS WEST 120.00 FEET TO THE POINT OF BEGINNING. CONTAINING 3.38 ACRES, MORE OR LESS.

ANDERSON, ECKSTEIN AND WESTRICK, INC.

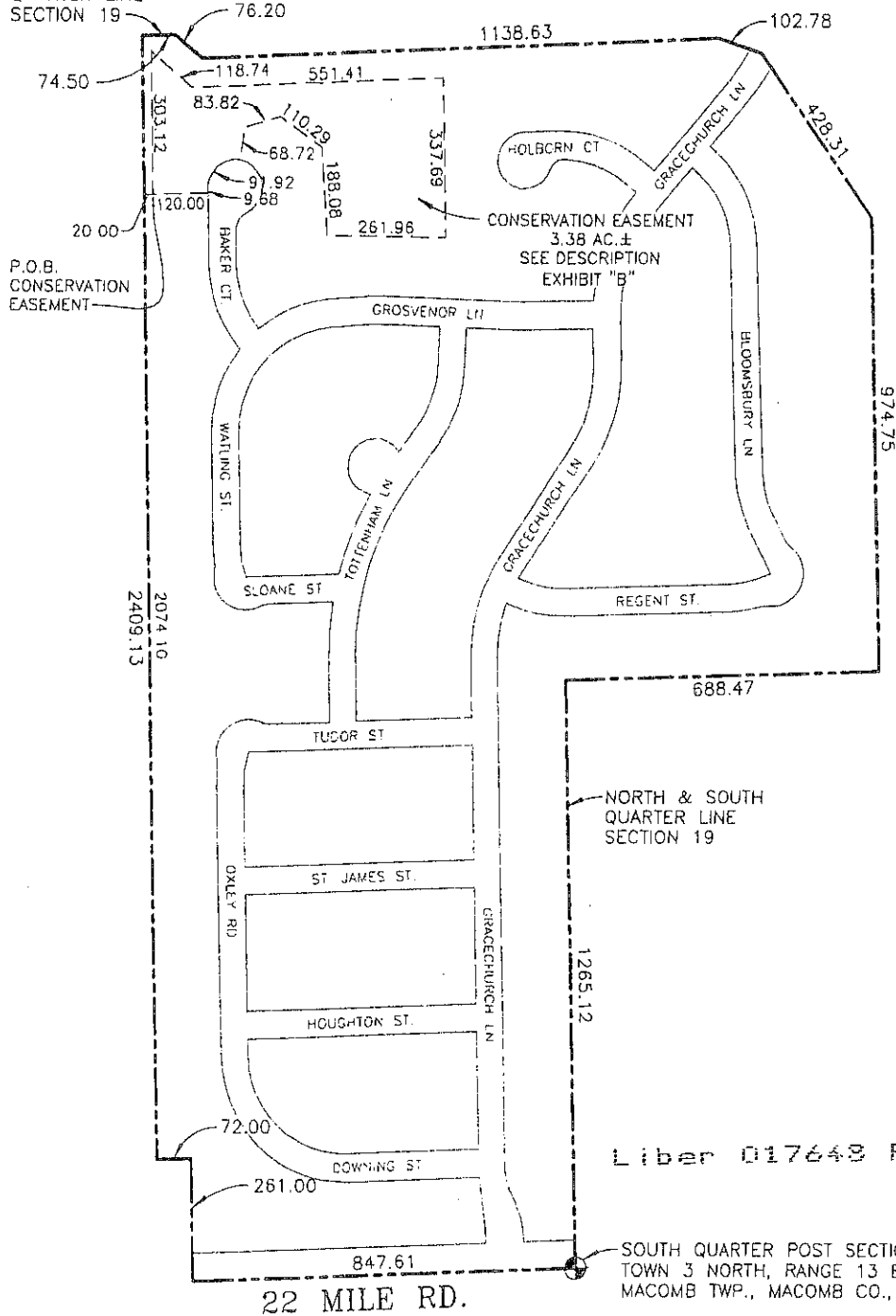
ANDERSON, ECKSTEIN AND WESTRICK, INC.  
 51301 SCHOENHERR ROAD  
 SHELBY TWP., MI. 48315  
 PHONE: (586) 726-1234  
 FAX: (586) 726-8780  
 ae@awinc.com  
 www.awinc.com

# EXHIBIT "C"



0 150 300 600  
 1" = 300'

EAST & WEST  
 QUARTER LINE  
 SECTION 19



Liber 017648 Page 00148

SOUTH QUARTER POST SECTION 19,  
 TOWN 3 NORTH, RANGE 13 EAST,  
 MACOMB TWP., MACOMB CO., MI

SEE ATTACHED SHEETS FOR DESCRIPTIONS

GRANTEE (TO): MICHIGAN DEPT. OF ENVIRONMENTAL QUALITY		PARCEL I.D. NO: 08-19-200-012	
ADDRESS: 525 WEST ALLEGAN RD.		GRANTOR (FROM): PULTE LAND COMPANY L.L.C.	
CITY, ST., & ZIP: LANSING, MI 48933		ADDRESS: 450 WEST FOURTH ST.	
		CITY, ST., & ZIP: ROYAL OAK, MI 48067	
SEC. 19	TWP. MACOMB	COUNTY: MACOMB	AEW NO.: 564-001
			BOOK NO.:
DRAWN BY: NAH/KJP	CHECKED BY: SWM	SCALE: 1"=300'	EASEMENT NO.:
SHEET 1 OF 1	EXHIBIT-C-CONSERV.DWG		CONST. PLAN PAGE NO.:
		TITLE SEARCH:	

C:\5641564.dwg\assessments\EXHIBIT-C-CONSERV.dwg, Model, 3/1/2006 2:50:45 PM, PDF-reDirect v2.pcd, 1:300

EXHIBIT "D"

The Easement Premises is contiguous with and directly connected to a publically accessible point, and the Grantee is hereby granted ingress and egress between the public right-of-way (Baker Ct.) and the Easement Premises via such access point. The point of connection between the Easement Premises and the public right-of-way (Baker Ct.) is illustrated in Exhibit "C."

COPY

*Michigan Department of Labor & Economic Growth*

*Filing Endorsement*

*This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT*

*for*

*WESTMINISTER HOMEOWNERS ASSOCIATION*

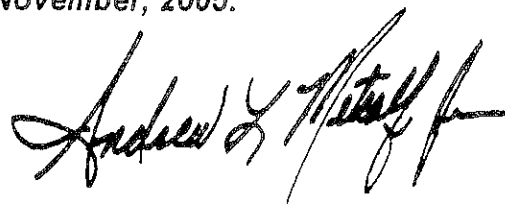
*ID NUMBER: 790954*

*received by facsimile transmission on November 29, 2005 is hereby endorsed*

*Filed on November 30, 2005 by the Administrator.*

*The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.*

*In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 30th day of November, 2005.*



, Director



*Bureau of Commercial Services*



BC56CD-502 (Rev. 04/01)

MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES BUREAU OF COMMERCIAL SERVICES													
Date Received	(FOR BUREAU USE ONLY)												
	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.												
<table border="1"> <tr> <td>Name</td> <td colspan="2">Cassandra Y Farley Seyburn, Kahn, Ginn, Bess and Serlin, P.C</td> </tr> <tr> <td>Address</td> <td colspan="2">2000 Town Center, Suite 1500</td> </tr> <tr> <td>City</td> <td>State</td> <td>Zip Code</td> </tr> <tr> <td>Southfield</td> <td>MI</td> <td>48075-1195</td> </tr> </table>		Name	Cassandra Y Farley Seyburn, Kahn, Ginn, Bess and Serlin, P.C		Address	2000 Town Center, Suite 1500		City	State	Zip Code	Southfield	MI	48075-1195
Name	Cassandra Y Farley Seyburn, Kahn, Ginn, Bess and Serlin, P.C												
Address	2000 Town Center, Suite 1500												
City	State	Zip Code											
Southfield	MI	48075-1195											
	EFFECTIVE DATE.												

Document will be returned to the name and address you enter above. If left blank document will be mailed to the registered office.



**ARTICLES OF INCORPORATION**  
**For use by Domestic Nonprofit Corporations**  
(Please read information and instructions on the last page)

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Articles:

**ARTICLE I**

The name of the corporation is. Westminister Homeowners Association

**ARTICLE II**

The purpose or purposes for which the corporation is organized are.

See attached Rider.

**ARTICLE III**

1. The corporation is organized upon a Nonstock basis.  
(Stock or Nonstock)

2. If organized on a stock basis, the total number of shares which the corporation has authority to issue is N/A. If the shares are, or are to be, divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences and limitations of the shares of each class are as follows:

ARTICLE III (cont.)

3 a. If organized on a nonstock basis, the description and value of its real property assets are. (if none, insert "none")

None

b. The description and value of its personal property assets are. (if none, insert "none")

None

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

Collection of association fees and assessments from members.

d. The corporation is organized on a Membership basis  
(Membership or Directorship)

ARTICLE IV

1 The address of the registered office is:

450 W. Fourth Street Royal Oak, Michigan 48067  
(Street Address) (City) (ZIP Code)

2 The mailing address of the registered office, if different than above.

, Michigan   
(Street Address or P.O. Box) (City) (ZIP Code)

3 The name of the resident agent at the registered office is: Dawn Schwab

ARTICLE V

The name and address of the incorporator is as follows:

Name	Residence or Business Address
Dawn Schwab	450 W. Fourth Street
	Royal Oak, Michigan 48067

Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

ARTICLE VI - See attached Rider.

ARTICLE VII - See attached Rider.

ARTICLE VIII - See attached Rider.

I, the incorporator, sign my name this 29<sup>th</sup> day of November, 2005.

*Dawn Schwab*

DAWN SCHWAB

RIDER TO ARTICLES OF INCORPORATION

ARTICLE II -

The purpose or purposes for which the Association is organized are:

- (a) To manage and administer the affairs of and to maintain the Westminster Subdivision (hereinafter called the "Subdivision");
- (b) To levy and collect assessments against and from the members of the Association and to use the proceeds thereof for the purposes of the Association;
- (c) To carry insurance and to collect and allocate the proceeds thereof;
- (d) To reconstruct or repair improvements after casualty;
- (e) To contract for and employ persons, firms, corporations or other agents to assist in management, operation, maintenance and administration of the Subdivision;
- (f) To make and enforce reasonable regulations concerning the use and enjoyment of the Subdivision;
- (g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease (as landlord or tenant) any real and personal property, including, but not limited to, any Lot in the Subdivision or any other real property, whether or not contiguous to the Subdivision, for the purpose of providing benefit to the members of the Association and in furtherance of any of the purposes of the Association;
- (h) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien, on property owned by the Association;
- (i) To enforce the provisions of the Declaration of Covenants, Conditions, and Restrictions of the Subdivision and of these Articles of Incorporation and such supplemental Rules and Regulations of this Association as may hereinafter be adopted;
- (j) To do anything required of or permitted to it under the Declaration of Covenants, Conditions and Restrictions;
- (k) In general, to enter into any kind of activity; 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 the Subdivision and to the accomplishment of any of the purposes thereof.

ARTICLE VI -

The qualification of members, the manner of their admission to the Association, the termination of membership, and voting by such members shall be as follows:

(a) Each owner of a Lot in the Subdivision shall be a member of the Association, and no other person or entity shall be entitled to membership; except that the Incorporator shall be a member of the Association until such time as his membership shall terminate, as hereinafter provided.

(b) Membership in the Association (except with respect to any non-Owner incorporator, who shall cease to be a member upon the qualification of membership of any Owner) shall be established by acquisition of fee simple title to a Lot or by execution of a land contract to purchase a Lot in the Subdivision and by recording with the Register of Deeds in the county where the Subdivision is located, a deed or other instrument establishing a change of record title to such Unit, or, if applicable, a Memorandum of Land Contract and the furnishing of evidence of same satisfactory to the Association, the new Owner thereby becoming a member of the Association, and the membership of the prior Owner thereby being terminated.

(c) The share of a member in the funds and assets of the Association cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to his Lot in the Subdivision.

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

ARTICLE VII -

No volunteer director or volunteer officer of the Association shall be personally liable to the Association or its members for monetary damages for breach of the director's or officer's fiduciary duty, provided that the foregoing shall not eliminate the liability of a volunteer director or volunteer officer for any of the following: (i) a breach of the director's or officer's duty of loyalty to the Association or its members; (ii) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law; (iii) a violation of Section 551(1) of the Michigan Nonprofit Corporation Act; (iv) a transaction from which the director or officer derived an improper personal benefit; (v) an act or omission occurring before the effective date of the provision granting limited liability; or (vi) an act or omission that is grossly negligent. Any volunteer director or officer of the Association shall be entitled to indemnification to the full extent permitted under the Michigan Nonprofit Corporation Act, as it may now be or hereafter amended.

ARTICLE VIII -

When a compromise or arrangement or a plan of reorganization of the Association is proposed between the Association and its creditors or any class of them or between the Association and its

Members or any class of them, a court of equity jurisdiction within the state, on application of the Association or of a creditor or Member thereof, or on application of a receiver appointed for the Association, may order a meeting of the creditors or class of creditors or of the Members or class of Members to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number represent 3/4 in value of the creditors or class of creditors, or of the Members or class of Members to be affected by the proposed compromise or arrangement or reorganization, agree to a compromise or arrangement or reorganization of the Association as a consequence of the compromise or arrangement, the compromise or arrangement or reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the Members or class of Members and also on the Association.