

**AMENDED AND RESTATED DECLARATION OF RESTRICTIONS,  
EASEMENTS, CONDITIONS AND LIENS – RESIDENTIAL**

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**AMENDED AND RESTATED DECLARATION OF RESTRICTIONS,  
EASEMENTS, CONDITIONS AND LIENS – RESIDENTIAL**

This Amended and Restated Declaration of Restrictions, Easements, Conditions and Liens - Residential (the “Declaration”) for the Property Owners Association of Hampton, Inc. is made and executed this \_\_\_\_ day of \_\_\_\_\_, 202\_ by Property Owners Association of Hampton, Inc., a Michigan nonprofit corporation (the “Association”), represented herein by \_\_\_\_\_, the President of the Association, who is fully empowered and qualified to act on behalf of the Association.

The Association hereby declares that the original Declaration of Restrictions, Easements Conditions and Liens - Residential, recorded in Liber 6358, Page 518 et seq., Oakland County Records, is hereby replaced by the recording of this Amended and Restated Declaration of Restrictions, Easements, Conditions and Liens – Residential and the original Declaration of Restrictions, Easements, Conditions and Liens dated June 11, 1974 is hereby canceled and of no force and effect three (3) years after the recording of this document. Accordingly, the real property described herein as the Residential Property attached as Exhibit A is and will be held, transferred, sold, conveyed, occupied, encumbered, leased, rented, improved, or in any other manner utilized, subject to the covenants, conditions, restrictions, uses, limitations, affirmative obligations, easements, charges and liens set forth herein in the Amended and Restated Declaration of Restrictions, Easements, Conditions and Liens - Residential, all of which will be deemed to run with such Residential Property and which will be a burden and a benefit to the Association, its successors and assigns, and any persons acquiring or owning an interest in such real property, their grantees, successors, heirs, executors, administrators and assigns.

In addition, the Association maintains standing to enforce certain covenants and restrictions recorded against certain land within the Subdivisions. The declarations describing the covenants and restrictions, nature of the Association’s interest, and the land against which these covenants and restrictions have been recorded are as follows:

- **Aberdeen Subdivision:** A Declaration of Restrictions dated March 2, 1979 and recorded on April 5, 1979 in Liber 7478, Page 211, *et seq.*, Oakland County Records.
- **Aberdeen Subdivision:** A Declaration of Restrictions and Easements – Nonresidential dated January 25, 1973 and recorded on February 13, 1973 in Liber 6033, Page 319, *et seq.*, Oakland County Records.

- **Aberdeen Subdivision:** An Amendment to Declaration of Restrictions and Easements – Nonresidential dated February 8, 1977, and recorded on February 16, 1977 in Liber 6848, Page 900, *et seq.*, Oakland County Records.
- **Edinshire Subdivision No. 1:** A Declaration of Restrictions dated March 22, 1974 and recorded on April 30, 1974 in Liber 6282, Page 789, *et seq.*, Oakland County Records.
- **Edinshire Subdivision No. 2:** A Declaration of Restrictions dated March 22, 1974 and recorded on April 30, 1974 in Liber 6282, Page 776, *et seq.*, Oakland County Records.
- **Edinshire Subdivision No. 3:** A Declaration of Restrictions dated January 5, 1977 and recorded on January 14, 1977 in Liber 6831, Page 493, *et seq.*, Oakland County Records.
- **Edinshire Subdivision No. 3:** An Agreement – Easement – Restrictions dated September 16, 1977 and recorded on October 20, 1977 in Liber 7045, Page 43, *et seq.*, Oakland County Records.
- **Golf View Estates Subdivision.** A Declaration of Restrictions dated March 10, 1978 and recorded on May 2, 1978 in Liber 7188, Page 158, *et seq.*, Oakland County Records.
- **Golf View Estates Subdivision.** An Amendment to Declaration of Restrictions dated March 2, 1979 and recorded on April 5, 1979 in Liber 7478, Page 199, *et seq.*, Oakland County Records.
- **Heatherview Estates Subdivision.** A Declaration of Restrictions dated February 26, 1985 and recorded on May 6, 1985 in Liber 8973, Page 151, *et seq.*, Oakland County Records.
- **Yorkshire Subdivision.** A Declaration of Restrictions dated March 2, 1979 and recorded on April 5, 1979 in Liber 7478, Page 201, *et seq.*, Oakland County Records.
- **Easement Agreement.** An Easement Agreement dated February 20, 1976 and recorded on June 18, 1976 in Liber 6690, Page 548, *et seq.*, Oakland County Records.

Therefore, this document is also in accordance with Sections 3 and 5 of the Michigan Marketable Record Title Act, as described in MCL 565.103 and MCL 565.105 in order to preserve the interest of the Association in the land affected by this Declaration and the interest of the Association in the restrictions to land identified above, as may be amended from time to time.

**ARTICLE I**  
**DEFINITIONS AND INTERPRETATION**

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

- A. “Articles” or “Articles of Incorporation” means the Articles of Incorporation of the Association, as may be amended.
- B. “Assessments” means the various forms of payment to the Association that are required to be made by Members, including any interest, late fees, fines, costs and attorneys’ fees incurred in collecting the same.
- C. “Association” or “Master Association” means Property Owners Association of Hampton, Inc., a Michigan nonprofit corporation, its successors and assigns. The corporation will administer, operate and manage the Common Areas and have the right, but not the obligation to administer, operate and manage the Subdivisions in accordance with all applicable laws and this Amended and Restated Declaration of Restrictions, Easements, Conditions and Liens - Residential. Only in the event that the Subdivision(s) fail, after notice from the corporation specifying such failure, and such failure continues for fifteen (15) days after such notice, to administer itself in compliance with all such applicable laws, and this Amended and Restated Declaration of Restrictions, Easements, Conditions and Liens – Residential, the corporation shall have the option but not the obligation to administer such subdivision in compliance with such applicable laws, and this Amended and Restated Declaration of Restrictions, Easements, Conditions and Liens – Residential. In the event the Board exercises its rights hereunder, the Board of Directors shall have the right to levy a specific assessment pursuant to Section 6.07 against such Subdivision or portion thereof to cover the cost of such administration. Any action required of or permitted to the Association will be exercisable by its Board of Directors unless specifically reserved to the Members by Michigan law.
- D. “Board” or “Board of Directors” means the duly constituted Board of Directors of the Association, from time to time.
- E. “Bylaws” or “Amended and Restated Bylaws” means the Amended and Restated Bylaws of the Association, which are incorporated by reference, as may be amended.
- F. “City” means the City of Rochester Hills, Michigan.

- G. “Common Areas” mean those areas of land designated in Exhibit B as being for the beneficial use and enjoyment of the Members, including any facilities or other improvements that do not include apartments, homeowner properties, condominium units and their associated common elements or areas, and areas which contain a commercial building, if any.
- H. “Declaration” or “Amended and Restated Declaration” means this instrument and all exhibits, as may be amended.
- I. “Declaration of Restrictions - Residential” or “Original Declaration” means the Declaration of Restrictions, Easements, Conditions and Liens - Residential dated June 11, 1974 and recorded in Liber 6358, Page 518, et seq., Oakland County Register of Deeds.
- J. “Dwelling” or “Residence” will mean and refer to any Unit, either single detached dwelling, apartment, condominium or otherwise.
- K. “Member” means the record owner, whether one or more persons or entities, of the fee simple title to any Unit subject to this Declaration. Only land contract vendors will be considered Members, but both land contract vendees and vendors will be jointly and severally liable for all obligations and responsibilities of Members under this Declaration. Lessees, residents and guests are not considered Members. Lessors are Members.
- L. “Person” means an individual, corporation, partnership or any other legal entity.
- M. “Quorum,” unless otherwise defined, means a majority of the Members, in good standing, present in person, or by proxy, or by other electronic means, in order to conduct a meeting or to have a vote.
- N. “Residential Property” or “Property” means that certain real property identified and described originally in the Declaration of Restrictions - Residential recorded in Liber 6358, Page 518, et. seq., Oakland County Register of Deeds and attached hereto as Exhibit A.
- O. “Rules and Regulations” means those rules or regulations duly adopted by the Board of Directors in compliance with the Bylaws.
- P. “School and Civic Sites” means the lands described in Exhibit C.
- Q. “Subdivisions” means all residential subdivisions, residential condominiums and residential apartments within the Property.
- R. “Subdivision Documents” means any declaration of restrictions, articles of incorporation or similar documents governing any or all of the Subdivisions

whether recorded or unrecorded as those documents exist now or may in the future exist.

- S. “Unit” for the purpose of these Bylaws means:
- (1) A single-family residence, including the lot the residence sits on, after an occupancy permit is obtained.
  - (2) A residential condominium unit that exists after the Master Deed, or any amendments, is recorded that reflects the creation of the condominium unit.
  - (3) An apartment unit after the occupancy permit is obtained for the individual unit.
- T. “Vote,” unless otherwise defined, means any affirmative vote, which requires a majority of the Quorum.

**1.02 Interpretation.** The Board will interpret the provisions of this Declaration as well as those of the Articles of Incorporation, Bylaws and any Rules and Regulations of the Association. Any such interpretation of the Board that is rendered in good faith will be final, binding and conclusive. The Board may, but is not required to, obtain a written opinion of the Association’s legal counsel or the counsel having drafted this Declaration or other applicable documents regarding the interpretation of any of the provisions of this Declaration. Any such interpretation of the Association’s legal counsel or the counsel having drafted this Declaration or other applicable documents that is rendered in good faith will be final, binding and conclusive.

## **ARTICLE II MASTER ASSOCIATION**

**2.01 Purpose.** The purposes for which this nonprofit corporation is organized is the following:

- A. To administer and enforce all deed restrictions for the Subdivisions within the Property and all regulations contained therein or which may be promulgated by this Declaration including the right to pursue legal action to enforce restrictions and regulations;
- B. To construct, improve, maintain or alter all Common Areas, easements, rights-of-ways, medians within the boulevards and other common lands which it may own or control;
- C. To collect dues and appropriate of funds; and
- D. To promote and maintain the harmony and continuity of Residential Property values of the Members of the Association and the Residential Property of the Members located within the Subdivisions.



**2.02 Master Association.** The restrictions contained in this Declaration supersede and replaces the Declaration of Restrictions – Residential dated June 11, 1974 is hereby canceled and of no force and effect three (3) years after the recording of this document. The Association has all the rights, responsibilities and obligations contained in the Articles of Incorporation, this Declaration, the Bylaws and any Rules and Regulations including any amendments. Nothing in this Declaration will relieve a Member from complying with the Ordinances of the City.

### **ARTICLE III PROPERTY SUBJECT TO THIS DECLARATION**

**3.01 Legal Description.** The Residential Property that is and will be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Rochester Hills, Oakland County, Michigan, and is legally described in Exhibit A.

**3.02 Covenants Running with the Land.** All Members, by acceptance of a deed to or other conveyance of their Unit(s), will be deemed to have automatically consented to the terms, rights and obligations set forth in this Declaration, the Articles of Incorporation, the Bylaws and any Rules and Regulations of the Association. The terms contained herein will be considered covenants running with the land comprising the Residential Property.

### **ARTICLE IV MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

**4.01 Membership.** Every Person or entity owning legal or equitable title to any Unit including a land contract vendor of a fee interest in any Unit is a Member of the Association. Membership will be appurtenant to and may not be separated from ownership of a Unit. Notwithstanding anything to the contrary herein, any person or entity who holds such interest in a Unit merely as security for the performance of an obligation will not be a Member of the Association. Each lessee, renter, vendee or other non-owner occupant of a Unit subject to this Declaration is not a Member of the Association. A lessor is a Member of the Association.

**4.02 Voting Rights.** The voting rights of Members are as provided in this Declaration, the Bylaws and the Articles of Incorporation. Each Member will be entitled to one vote for each Unit owned, provided that such Member is in good standing. As used in this Declaration, good standing will mean that the Member is not in current default in the payment of any Assessment or is not otherwise in default in any of the terms, restrictions, covenants or conditions contained in the Articles of Incorporation, this Declaration, Rules and Regulations or Subdivision Documents beyond any cure period. Specifically, a Member is in current default if an invoice is not paid within 30 days from the date the invoice is due. In the case of any Unit owned jointly by more than one Member, the voting rights appurtenant to that Unit may be exercised only jointly as a single vote. When a Unit is owned by one or more Person, such Members must file a written notice with the Association designating the individual representative who will vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Members. All Members must sign and date such notice, which will state the name and address of the individual representative designated, the address of the Unit owned by the Members,

and the name and address of each person, firm, corporation, limited liability company, partnership, association, trust or other entity who are the Members. The Members may change the designated representative at any time by filing a new notice in the manner provided herein. The Members will determine how they exercise their vote for such Unit, but in no event will the Members cast more than one vote with respect to any one Unit. Except as otherwise set forth herein or in the other Subdivision Documents, when reference is made to a majority or specific percentage of Members, such reference will be deemed to be reference to a majority or specific percentage of the votes of Members in good standing. The time having passed for the existence of two classes of membership as provided in the Original Declaration, there will only be one class of Members in the Association.

**4.03 Governing Documents.** The Association will be organized, governed and operated in accordance with its Articles of Incorporation, this Declaration, its Bylaws and any Rules and Regulations, all of which will be consistent with the provisions and purposes of this Declaration and the Bylaws of the Association.

**4.04 Directors.** The Association's Board of Directors is exclusively vested with the right to manage the affairs of the Association.

## **ARTICLE V COMMON AREAS AND EASEMENTS**

**5.01 Title to Common Areas.** Title to the Common Areas is vested in the Association.

**5.02 Use and Maintenance of the Common Areas.** The Common Areas shall be used for all uses permitted by this Declaration. The Association will maintain or cause to maintain the Common Areas.

**5.03 Common Areas.** Every Member of the Association has a right to the use and enjoyment of the Common Areas. The Board of Directors may implement such Rules and Regulations as the Board may deem necessary or desirable for the safe, orderly and convenient operation and use of the Common Areas and any improvements, equipment or facilities located thereon. In its sole discretion, the Board of Directors has the right to limit the number of guests of any Member from the uses of the Common Areas.

**5.04 Development of Common Areas.** The Common Areas are presently being used for (a) open park space, (b) golf course and related golf course uses, (c) Community Center Building including pool and related facilities, and (d) vacant barns, collectively referred to as the "existing uses." The Board of Directors of the Association has the authority to modify, replace, or expand any portion of the Commons Areas for any of the existing uses or enter into a lease for any portion of the Common Areas for such existing use. The Board of Directors of the Association shall have the authority to sell any portion of the Common Areas regardless of the use or lease or otherwise convey an interest in the Common Areas for a use other than the existing use only upon a Vote.

**5.05 Right to Use.** Each Member, and each Member's residents, occupants, lessees, guests and invitees, will have a non-exclusive right to use the Common Areas for the intended use and enjoyment thereof in common with all other Members and their respective occupants, lessees, guests and invitees, so long as the Association is the owner of the Common Areas, subject to the provisions of this Declaration including, without limitation, the following:

- A. The right and duty of the Association to levy Assessments against each Unit for the operation of the Association, the Common Areas and the Subdivisions in compliance with the Articles of Incorporation, this Declaration, the Bylaws, any Rules and Regulations and the other Subdivision Documents;
- B. The right of the Association to suspend any Member's right to use the Common Areas for any period during which such Member is not in good standing; and
- C. The right of the Association to adopt and enforce at any time Rules and Regulations governing the use of the Common Areas.

**5.06 Right to Use Appurtenant.** The right to use provided in this Article will be appurtenant to and will pass with the title to each Unit, but will not be deemed to grant or convey any ownership interest in any Common Areas subject thereto.

**5.07 Association's Right to Grant Easements.** The Board of Directors will have the right, without the need to obtain consent of any Member, to create, grant and use general and specific easements through the Common Areas for the purpose of causing the installation of any utility lines, television, cable, drainage facilities or any other improvements or utilities which would serve the residents of the Subdivisions.

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

**5.09 Storm Drains.** The Association has a Chapter 20 Agreement with the Oakland County Water Resources Board and the City of Rochester Hills. This agreement outlines how the storm retention ponds and connections are maintained. The Association maintains the storm system components located on the Commons that are not covered by the Chapter 20 Agreement. Each subdivision is required to manage its storm water and storm water components. Subdivisions that do not will be assessed for inspection, maintenance, management expenses and repair.

## **ARTICLE VI ASSESSMENTS**

**6.01 Creation of the Lien and Personal Obligation for Assessments.** Each Member, by acceptance of a deed or land contract vendee's interest to their Unit or other conveyance, whether it will be so expressed in such deed or other conveyance, will be deemed to agree to pay to the Association all general, additional, special and specific Assessments and such other charges for the operation of the Association, maintenance of the Subdivisions, Units and the Common

Areas, and for the payment of such other expenses allocated or assessed to or through the Association. All such Assessments, together with interest, late fees, fines, costs, reasonable attorneys' fees incurred in the collection of such Assessments (including attorney's fees and costs incurred incidental to any bankruptcy proceedings filed by any delinquent Member or probate or estate matters, including monitoring any payments made by the bankruptcy trustee or the probate court or estate to pay any delinquency, and/or attorney's fees and costs incurred incidental to any State or Federal Court proceeding filed by a Member) and advances for taxes or other liens or costs paid by the Association to protect its rights set forth herein, will be a charge to the Member's Unit and will be a continuing lien upon such Unit against which each such Assessment is made, and will also be the personal obligation of the person who is the Member of such Unit at the time the Assessment is assessed and all subsequent Members of such Unit until paid.

**6.02 Purpose of Annual Assessments.** Except as otherwise provided herein, the Association may use any Assessment(s) levied for the purpose of:

- A. Promoting the harmony and continuity of property values of the residents of the Subdivisions, including the holding of social events;
- B. Improving, landscaping and maintaining the Common Areas and any improvements located thereon;
- C. Enforcing the Subdivision Documents;
- D. Discharging any taxes, insurance premiums and mortgage installments, if any on Association property; and
- E. Funding a reserve for future capital improvements.
- F. Any other purposes that are deemed to be in the best interests of the Association by the Association's Board of Directors.

**6.03 Rates of Assessments; Assessment Formula.** All general, additional and special assessments will be made against each Unit equally. The Board of Directors of the Association will establish an annual budget in advance for each fiscal year and such budget will project all expenditures for the forthcoming year that may be required for the proper operation, management and maintenance of the Subdivisions and the Association, including a reasonable allowance for contingencies and reserves.

**6.04 Annual Budget.** Upon adoption of an annual budget by the Board of Directors, copies of the budget will be delivered to each Member and the assessment for the year will be established based upon said budget, although the failure to deliver a copy of the budget to each Member will not impact or in any way diminish the liability of any Member for any existing or future assessments.

**6.05 Additional Assessments.** The Board of Directors will have the authority to increase the general assessment or to levy such additional assessments as it will deem to be necessary in its sole discretion, provided that the same will be required for only the following:

- A. To meet deficits incurred or anticipated because current assessments are insufficient to pay the costs of operation and maintenance;
- B. To provide replacements of existing Common Areas;
- C. To provide additions or improvements to the Common Areas at a total annual cost not exceeding twenty-five percent (25%) of the Association's annual operating budget; or
- D. For any emergencies as determined by the Board of Directors.

**6.06 Special Assessments.** Special assessments may be made by the Board of Directors from time to time if approved by a Vote, to meet other requirements of the Association, including, but not limited to:

- A. Providing additions to the Common Areas at a total cost exceeding twenty-five percent (25%) of the Association's annual operating budget;
- B. Assessments to purchase a Unit upon foreclosure of the lien for delinquent assessments described herein; or
- C. Assessments for any other appropriate purpose not elsewhere described.

**6.07 Specific Assessments.** Notwithstanding anything to the contrary in this Article, the Board of Directors may levy specific assessments without the approval of the Members against specific Units, streets, condominium communities, apartments, Subdivisions or any other group of Members for maintenance, repairs, administrative costs, attorney fees and administration costs related to or attributable to the failure to maintain those individual Units, subdivisions, streets, condominium communities, apartments, Subdivisions or any other group of Members or any portion thereof.

**6.08 Date of Commencement of Annual Assessments; Due Dates; Exemptions.** The regular annual assessments will be payable in annual or such other installments as determined by the Board of Directors, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. The Board of Directors will fix the due date of the general and any additional or special assessment by resolution.

**6.09 Effect of Non-Payment of Assessment; Remedies of the Association.** The payment of an Assessment will be in default if such Assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment, which will be any date as may be established from time to time by the Board of Directors for any Assessment. Assessments in

default will bear interest at the highest rate allowed by law until paid in full. All Assessments, or installments thereof, which remain unpaid as of thirty (30) days after the due date (based on the postmark date) will incur a late charge of one and one half percent (1.5%) of the Assessment not paid, but in no event less than \$25.00 per month for each month not paid, in addition to the interest, to compensate the Association for administrative costs incurred as a result of the delinquency. All returned check fees will be charged to the Member in the amount of not less than \$35.00. The Association has the right to charge a separate, additional late fee on the uncollectable check amount. The Board of Directors may revise the uniform late charges and may levy additional late fees for special and additional Assessments without the necessity of amending this Declaration.

The Association may also accelerate any unpaid installments for the fiscal year remaining unpaid and those of any subsequent fiscal year into which the delinquency continues, which will become immediately due and payable in full. The Association may bring an action at law against the Member(s) personally obligated to pay the same, may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the Unit on which the Assessments are unpaid, may foreclose the lien against the Unit on which the Assessments are unpaid, or may pursue one or more of such remedies at the same time or successively.

In addition to the rights of collection of Assessments, any and all Persons acquiring title to or an interest in a Unit as to which the Assessment is delinquent, including without limitation persons acquiring title by operation of law and/or by judicial sales, will not be entitled to the enjoyment of the Common Areas until such time as all unpaid and delinquent assessments, plus fines, fees and other assessments due and owing from the selling Member have been fully paid.

In addition to other remedies, the voting rights of any Member of the Association whose Assessments or charges of any kind are past due will be suspended, as will the Member's rights to run for or serve as a director or officer of the Association. Payments on account of assessments in default will be applied in the following order:

- (i) to costs of collection and enforcement of payment, including reasonable attorney's fees;
- (ii) to any interest charges, fines and late fees on such installments; and then to
- (iii) to installments in default in order of their due dates.

A Member selling a Unit will not be entitled to any refund whatsoever from the Association with respect to any reserve account or other asset of the Association. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligation of the Association and other parties to such actions.

Each Member and every other person who from time to time has any interest in a Unit, will be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit and improvements thereon with respect to which assessments are delinquent and to receive,

hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Member acknowledges that at the time of acquiring title to their Unit, they were notified of the provisions of this Section and that they voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit. The Association will have such other remedies for collection and enforcement of assessments as may be permitted by applicable law. All remedies are intended to be, and will be, cumulative.

**6.10 Waiver of Use or Abandonment of Unit.** No Member may waive or otherwise escape liability for assessments by non-use (whether voluntary or involuntary) of the Common Areas, abandonment of the right to use the Common Areas, or abandonment of their Unit.

**6.11 Subordination of the Lien.** Except for claims evidenced by a lien recorded prior to the recordation of a first mortgage, the lien of the assessments provided for in this Article will be subordinate to the lien of any first mortgage; provided, however, that any such mortgage lender when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgage lender acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgage lender, will hold title subject to the liability and lien of any Assessment, or part thereof, attributable to the period commencing on the date of the foreclosure sale (or conveyance in lieu of foreclosure).

**6.12 Certificate with Respect to Assessments.** Upon the written request of any Member, the Association will furnish, within ten (10) business days, a written certificate regarding the status of any Assessments or other charges levied against the Member's Unit. Any such certificate, when properly issued by the Association, will be conclusive and binding with regard to the status of the Assessments as between the Association and any bona fide purchaser of the Unit described in the certificate and the lender who has taken a lien on the Unit as security for the repayment of a loan. The Association may charge a reasonable amount for the written certificate.

**6.13 Unpaid Assessments Due on Sale of Unit.** Upon the sale or conveyance of a Unit, any unpaid assessments, interest, late fees, fines, costs and reasonable attorney's fees against the Unit will be paid out of the net proceeds of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except (a) amounts due the State of Michigan or any subdivision of the State of Michigan for taxes or special assessments due and unpaid and (b) payments due under first mortgages recorded prior to the recording of unpaid Assessments.

## **ARTICLE VII RESIDENTIAL BUILDING AND USE RESTRICTIONS**

**7.01 Use of Units.** All Units will be used only for single-family residential purposes (as defined by any City ordinances). No Member will carry on any business enterprise or commercial activity within the Subdivisions or in the Member's Unit, specifically including for day care, adult foster care, nursing facilities, transitional housing and similar enterprises, except that Members will be allowed to have home offices in their Dwellings, provided the same:

- A. Do not involve additional pedestrian or vehicular traffic by customers, users or beneficiaries of the services being performed and/or congestion within the Subdivisions;
- B. Do not utilize or involve the presence of any employees in the Member's Unit other than the Members or occupants;
- C. Do not unreasonably disturb other Members;
- D. Do not involve additional expense to the Association;
- E. Do not violate any other provision or restriction contained in this Declaration;
- F. Do not involve any retail use;
- G. Do not involve the storage of goods for resale; and
- H. Do not constitute a violation of any municipal ordinances or regulations.

**7.02 Character and Size of Buildings.** It is the intention and purpose of this Declaration to ensure that all Dwellings are of a quality design, workmanship and materials. All Dwellings will be constructed in accordance with the applicable governmental building codes, ordinances and regulations and with such further standards as set forth in this Declaration. Subject to specific restrictions related to specific Subdivisions, the Association will have the right to implement reasonable Rules and Regulations regarding the character and size of any buildings on the Residential Property. There will be no sheds, clotheslines or other similar structures permitted on the Residential Property except maintenance sheds, garages, or carports for the apartment communities.

**7.03 Building Location and Unit Size.** The location of all Units, buildings and structures will be in accordance with City Ordinances. The minimum size of each Unit will be the size as established on the applicable plat. In the event more than one Unit, or part of a Unit, is developed as a single Unit (and except as to the obligation of each Member for any assessments made against each separate Unit), all restrictions set forth in this Declaration will apply to such resulting Unit in the same manner as to any single Unit. The Board of Directors may implement Rules and Regulations that impose minimum Unit width requirements.

**7.04 Maximum Allowable Density.** The total number of Dwellings or Units permitted on the Residential Property may not exceed two thousand eight hundred (2,800).

**7.05 Member Maintenance of Unit, Dwelling and Appurtenant Structures and Improvements.** Members will maintain all exterior Dwelling surfaces, including without limitation, roofs, fascias, shutters and soffits, and other improvements located on or attached to the Unit in a neat, orderly and attractive manner. Such maintenance will include, but will not be limited to, maintaining screens (including screen enclosures), windows and doors (including the wood and hardware of garage doors and sliding glass doors), periodic repainting of exterior



surfaces and the replacement of deteriorated wood and trim. The minimum standard for the foregoing will be that it is consistent with the general appearance of the improvement as initially constructed and otherwise improved, taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness or ignoring of needed periodic repainting. Members will clean, repaint or re-stain, as needed, the exterior portions of each Dwelling and its appurtenant improvements, including exterior surfaces of garage doors, as often as is necessary to comply with the foregoing standards. The Association, in its sole discretion, will have the right to mandate when such maintenance is needed. Without limiting the generality of the foregoing, each Member will be responsible for the maintenance of any portion of any driveway that extends beyond the Unit as well as any sidewalk, grass or other plant material located immediately adjacent thereto in a road right-of-way.

**7.06 Driveways and Parking Areas.** All driveways and parking areas must be hard-surfaced with either asphalt, concrete or pavers and will be drained so as to prevent water from flowing onto any other Unit or the property a Unit of any other owner. Members will maintain all driveway and sidewalk surfaces, if any.

**7.07 Fencing.** No fence or wall shall be permitted on a Unit or the property of a Unit except as provided herein:

- A. Fences required by any governmental authority(ies) such as in connection with the construction of an in-ground swimming pool shall be subject to the prior written approval of the Board as to the location, materials, design and style thereof and are subject to the governmental authority(ies) permitting requirements.
- B. Privacy panels are allowed at patios, decks, and the parcels that abut John R Road and shall be subject to the prior written approval of the Board as to the location, materials, design and style and are subject to the governmental authority(ies) permitting requirements.
- C. Decorative fences shall be subject to the prior written approval of the Board as to the location, materials, design and style and are subject to the governmental authority(ies) permitting requirements.

All fences require prior written Board approval before installation may take place.

**7.08 Garbage and Refuse.** Trash, garbage or other waste will be stored in closed, sanitary containers and will be promptly disposed of so as not to be objectionable to neighboring property owners. No Unit or the property a Unit sits on will be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same will not be kept except in sanitary containers properly concealed from public view. Trash containers and/or plastic bags may be placed at the curb no sooner than 6:00 P.M. the evening before trash pick-up service.

**7.09 Immoral, Noxious, Improper, Unlawful or Offensive Activity.** No immoral, noxious, improper, unlawful or offensive activity will be carried on in any Unit(s) or on the property a Unit sits on or the Common Area nor will anything be done which may be or become

an annoyance or a nuisance to the Members of the Association. No unreasonably noisy activity will be carried upon the Common Areas or in any Unit or on the property a Unit sits on. There will not be maintained any device or thing of any sort anywhere upon the Property whose normal activities or existence is in any way noxious, noisy, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the reasonable enjoyment of other Units in the Association. No Member will do or permit anything to be done or keep or permit to be kept on their Unit or on the property a Unit sits on or on the Common Areas anything that will increase the rate of insurance to the Association or Subdivisions without written approval of the Association and each Member will pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition. All municipal codes and ordinances pertaining to the use of the Common Areas will be followed at all times.

**7.10 Animals or Pets.** Any animals or pets will have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No animal or pet may be permitted to be housed outside of a Unit or on the Property a Unit sits on, or in a pen or otherwise, nor will pets be tied or restrained outside of a Unit, or be allowed to be loose upon the Common Areas. All animals or pets will be leashed or tethered when outdoors with the leash being held and controlled at all times by a responsible adult person and otherwise in accordance with any ordinances of the local municipality. Each Member will be responsible for the immediate collection and disposal of all fecal matter deposited by any animal maintained by such Member. No savage or dangerous animal or pet of any type will be kept and any Member who causes any animal or pet to be brought, maintained or kept for any length of time will indemnify and hold harmless the Association for any loss, damage or liability, including attorney's fees and costs, which the Association may sustain as a result of the presence of such animal or pet, whether such animal or pet is permitted or not and the Association may assess and collect from the responsible Member such losses and/or damages. No animal or pet that creates unreasonable noise and can be heard on any frequent or continuing basis will be kept in any Unit or on the property a Unit sits on or on the Common Areas. The Association may charge Members maintaining animals or pets a reasonable additional assessment in the event that the Association determines such assessment necessary to defray the maintenance costs to the Association of accommodating animals or pets. All animals or pets kept in accordance with this Section will be licensed by the municipal agency having jurisdiction and proof of the animal's or pet's shots will be provided to the Association upon request. The term "animal" or "pet" as used in this Section will not include small birds or fish. Any exotic pets or animals are strictly prohibited.

The Association may, after notice and hearing, without liability to the Association, remove or cause to be removed any animal or pet that it determines to be in violation of the restrictions imposed by this Section. The Association may also assess fines or other fees for such violation of the restrictions imposed by this Section.

**7.11 Prohibition of Dangerous Items.** No Member will use, or permit the use or discharge by an occupant, agent, employee, invitee, guest or member of their family of any firearms, fireworks, air rifles, pellet guns, BB guns, bows and arrows, slingshots or other similar weapons, projectiles or devices anywhere on or about the Common Areas, nor will any Member use or permit to be brought into the Common Area or any building on the Common Area any

unusually volatile liquids or materials deemed to be extra hazardous to life, limb or property in violation of any environmental laws or regulations.

**7.12 Satellite Dishes and Antennas.** Satellite dishes and antennas may be erected within FCC guidelines and City Ordinances. The Association reserves the right to restrict the placement location and number per Dwelling.

**7.13 Signs.** One “For Sale” sign is permitted per Unit as allowed by the local municipality. Parking, directional and address signs as well as apartment, condominium and subdivision signs are allowed.

**7.14 Vehicles, Boats and Trailers.** No house trailers, commercial vehicles, boat trailers, aircraft, boats, motor homes, buses, camping vehicles, camping trailers, recreational vehicles, tractor trailers or off-road vehicles may be parked on or stored on any Unit or on the Property a Unit sits on or within the Subdivisions unless stored within a fully enclosed garage or carport for Apartments. Motorcycles will be allowed, provided they are kept and operated so as not to create a nuisance (i.e. noise or irresponsible operation) to other Members and occupants within the Subdivisions. All restrictions of local ordinances related to the keeping, repairing and storing of vehicles will be applicable. Nonoperational vehicles or vehicles with expired license plates will not be parked within the Subdivisions other than inside a Member’s garage or carport. The Board will have discretion to issue Rules and Regulations that provide for the temporary presence of the above enumerated vehicles within the Subdivisions for proper purposes, such as loading and unloading of said vehicles.

“Commercial vehicles” includes vehicles or trucks with a curb weight of more than 10,000 pounds, overall length in excess of 21 feet, or with more than two axles, vehicles not intended for personal transportation, or any vehicle either modified or equipped with attachments, equipment or implements of a commercial trade, including, but not limited to, snow blades, tanks, spreaders, storage bins or containers, vises, commercial towing equipment or similar items.

Subject to the notice location and content requirements of Section 252(k) of the 2004 Public Act 493 of the Michigan Compiled Laws, if applicable, the Association may cause vehicles parked or stored in violation of this restrictions, or of any applicable rules and regulations of the Association, to be stickered and/or removed (towed) from the Subdivisions, and the cost of such removal may be assessed to, and collected from, the Member of the Unit responsible for the presence of the vehicle. In such cases, the Member will be responsible for costs incurred in having a towing company respond, even if the vehicle is moved and properly parked before the towing contractor arrives to remove the vehicle. All vehicles, other than those used for maintaining the Common Areas, are expressly prohibited from operation or storage on the Common Areas.

**7.15 Rules and Regulations.** Reasonable Rules and Regulations concerning the rights and responsibilities of Members and the Association with respect to the use of the Common Areas, the Subdivisions or the manner of operation of the Association and of the Common Areas and Subdivisions may be made and amended from time to time by the Board of Directors. Copies of all such rules and regulations and any amendments thereto will be furnished to all Members and will become effective as stated in such rule or regulation.

## **ARTICLE VIII ARCHITECTURAL CONTROL**

**8.01 Architectural Control Committee.** The Board of Directors will function as the Architectural Control Committee. The Board of Directors, by majority vote, may delegate its authority as the Architectural Control Committee, in whole or in part. If the Board of Directors delegates its authority, the membership of the Architectural Control Committee will be selected by the Board of Directors. If for any reason such Architectural Control Committee is not established or ceases to function, the Board of Directors will be the Architectural Control Committee. If for any reason the Architectural Control Committee cannot be constituted, and the Board of Directors cannot or does not take upon the responsibilities of the Architectural Control Committee for any reason, the provisions of this Declaration will control.

**8.02 Submission of Plans and Plan Approval.** No building, structure or exterior improvement will be erected, constructed, modified or placed upon the Property unless there will first have been submitted to and approved in writing by the Board of Directors architectural, elevation, plot and landscaping plans and specifications for such building, structure or improvement and a plot plan showing the proposed drainage of surface water, the location and grades of all of such buildings, structures and improvements and showing the location and grade of all utilities, parking areas, curb outs, sidewalks and any other improvements. The Board of Directors may implement Rules and Regulations regarding the submission of plans and of plan approval. The Board of Directors will approve of said plans if it determines that the external design and materials of any building or structure and landscaping will harmonize with and are of a character similar to or compatible with the design, materials and landscaping of other existing or proposed developments on the Property and that the location of the building or structure and landscaping and all other improvements to be placed thereon do not impair the general character of the development.

## **ARTICLE IX ENFORCEMENT**

**9.01 Compliance by Members.** Every Member and every Member's residents, agents, occupants, lessees, guests and invitees will comply with the restrictions and covenants set forth herein and in the Subdivision Documents.

**9.02 Remedies for Default.** In the event of a default by a Member, lessee, occupant or non-Member resident and/or guest in their compliance with the Articles of Incorporation, this Declaration, the Bylaws or the Rules and Regulations or the Subdivision Documents; the Association or Member(s), where appropriate, will be entitled to relief which may include, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof. Additionally, the Association will have the right to suspend the rights of use of Common Areas of Members in default of the Articles of Incorporation, this Declaration, the Bylaws, the Rules and Regulations or the Subdivision Documents.

**9.03 Costs Recoverable from Member.** The failure of a Member, lessee, occupant or non-Member resident and/or guest to comply with this Declaration, the Bylaws, the Articles of

Incorporation, any Rules and Regulations or the Subdivision Documents will entitle the Association to recover from such Member reasonable attorney's fees and costs including pre-litigation attorney's fees and costs, incurred in obtaining their compliance with the Subdivision Documents. In addition, in any proceeding arising because of an alleged default by any Member, or in cases where the Association must defend an action brought by any Member(s) and regardless if the claim is original or brought as a defense, a counterclaim, cross claim or otherwise, the Association, if successful, will be entitled to recover from such Member reasonable attorney's fees and costs, including pre-litigation attorney's fees and costs, incurred in defense of any claim or obtaining compliance or relief, but in no event will a Member be entitled to recover such attorney's fees or costs against the Association.

**9.04 Association's Right to Abate.** Any violation of the provisions of this Declaration, the Bylaws, the Articles of Incorporation, any Rules and Regulations or the Subdivision Documents will also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Areas or any lot but not into any Unit or Dwelling and summarily remove and abate, at the expense of the Member in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Subdivision Documents. The Association will have no liability to any Member arising out of its exercise of its removal and abatement power granted hereunder.

**9.05 Failure to Enforce Rights.** The failure of the Association or of any Member to enforce any right, provision, covenant or condition that may be granted by this Declaration, the Bylaws, the Articles of Incorporation, any Rules and Regulations or the Subdivision Documents will not constitute a waiver of the right of the Association or of any such Member to enforce such right, provisions, covenant or condition in the future. If not enforced within two (2) years of such infraction, such inaction will constitute a waiver of the right of the Association or of any such Member to enforce such right, provisions, covenant or condition in the future.

**9.06 Cumulative Rights.** All rights, remedies and privileges granted to the Association or any Member pursuant to any terms, provisions, covenants or conditions of the Articles of Incorporation, this Declaration, the Bylaws, any Rules and Regulations or the Subdivision Documents will be deemed to be cumulative and the exercise of any one or more will not be deemed to constitute an election of remedies, nor will it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity. The covenants, reservations, easements and restrictions contained herein will be binding upon the heirs, devisees, legatees, executors, administrators, assigns and successors of the respective parties hereto, and upon all purchasers and future Members of Units comprising any part of the Subdivisions, and will inure to the benefit of the Members and the Association.

**9.07 Fines and the Assessment of Fines.** The violation by any Member or the Member's residents, lessees, occupants, agents, guests or invitees of any of the provisions of the Articles of Incorporation, this Declaration, the Bylaws, any Rules and Regulations or the Subdivision Documents will be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the involved Member. Such Member will be deemed responsible for such violations whether they occur as a result of their personal

actions or the actions of their residents, vendees, lessees, agents, guests or invitees. The fines levied will be assessed against the Member and will be due and payable within thirty (30) days, and all fines duly assessed may be collected in the same manner as provided in this Declaration.

- A. Upon any such violation being alleged by the Board, the following procedures will be followed:
- (1) Notice of the violation together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Member on notice as to the violation, will be sent by certified mail at the address on file with the Association and the date of acceptance or rejection is the date of the first notice.
  - (2) The offending Member will be provided a scheduled hearing before the Board at which the Member may offer evidence in defense of the alleged violation. The hearing before the Board will be at its next scheduled meeting, but in no event will the Member be required to appear less than seven (7) days from the date of the notice.
  - (3) Failure to appear at the scheduled hearing constitutes a default.
  - (4) Upon appearance by the Member before the Board and presentation of evidence of defense or, in the event of the Member's default, the Board will, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board' decision is final.
  - (5) Until resolution of the violation referred to herein, the Board had the right to suspend the Member's voting rights and use of the Common Area.
- B. Upon violation of any of the provisions of the Articles of Incorporation, this Declaration, the Bylaws, the Rules and Regulations or the Subdivision Documents, and after default of the offending Member, or upon the decision of the Board as recited above, the following fines may be levied:

First Violation	No Fine Will Be Levied
Second Violation	\$50.00 Fine
Third Violation	\$100.00 Fine
Fourth and All Subsequent Violations	\$250.00 Fine

The Board of Directors, without the necessity of an amendment to this Declaration, may make such changes in the fine schedule or adopt alternative fines. The number of the violation (i.e. first, second etc.) is determined with respect to the number of times that a Member violates the same provision of the Articles of Incorporation, this Declaration, the Bylaws, any Rules and Regulations or the Subdivision Documents, as long as that Member may be an owner of a Unit or is otherwise residing within a Unit. It is not based upon time or violations of entirely different provisions. In the case of continuing violations, a new violation will be deemed to occur each

successive period of time set forth by the Board in its notice of fine (based on what the Board reasonably considers to be a sufficient time to cure the violation) during which a violation continues; however, no further hearings other than the first hearing will be required for successive violations of the same violation once the violation has been found to exist. Nothing in this Article will be construed as to prevent the Association from pursuing any other remedy under the Articles of Incorporation, this Declaration, the Bylaws, any Rules and Regulations or the Subdivision Documents for such violations, or from combining a fine with any other remedy or requirement to redress any violation.

## **ARTICLE X GENERAL PROVISIONS**

**10.01 Duration.** The covenants and restrictions of this Declaration will run with and bind the Property, and will inure to the benefit of and be enforceable by the Association, and any Member and their successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants and restrictions will be automatically extended for successive periods of ten (10) years each.

**10.02 Notice.** Any notice required to be sent to any Member under the provisions of this Declaration will be deemed to have been properly sent when personally delivered or mailed, to the last known address of the person who appears as a Member on the records of the Association at the time of such mailing or e-mailed as permitted by law. All Members consent to notice by electronic means when and if permitted by law.

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

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

**10.05 Effective Date.** This Declaration will become effective three (3) years after its recording with the Oakland County Register of Deeds.

**10.06 Amendment and Termination.** This Declaration may be amended, changed or added to at any time and from time to time upon the execution and the recording of an instrument signed by the President of the Association and certifying that the amendment set forth in the instrument was adopted by a Vote.

**10.07 Conflicting Provisions.** This Declaration will take precedence over conflicting provisions in the Original Declaration including all attachments and exhibits, the Articles of Incorporation, the Bylaws and any Rules and Regulations of the Association. The Articles of

Incorporation will take precedence over the Bylaws and the Rules and Regulations. Upon the effective date, three (3) years after recording in the Oakland County Register of Deeds, the Original Declaration, Bylaws and Rules and Regulations are cancelled and are of no force any effect.

**10.08 No Public Right or Dedication.** Nothing contained in this Declaration will be deemed to be a gift or dedication of all or any part of the Common Areas to the public, or for any public use.

**10.09 Constructive Notice and Acceptance.** Every person who owns, occupies or acquires any right, title, estate or interest or to any Unit or other property located on or within the Property will be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition, lien and covenant contained herein, whether or not any reference hereto is contained in the instrument by which such person acquired an interest in such Unit or other property.

**10.10 Covenants Running with the Land.** Anything to the contrary herein notwithstanding, it is the intention of all parties affected hereby (and their respective heirs, personal representatives, successors and assigns) that these covenants and restrictions will run with the Property and with title to the Property. Without limiting the generality of this Section, if any provision or application of this Declaration would prevent this Declaration from running with the Property, such provision or application will be judicially modified, if at all possible, to come as close as possible to the intent of such provision or application and then be enforced in a manner which will show these covenants and restrictions to so run with the Property; however, if such provision and/or application cannot be so modified, such provision and/or application will be unenforceable and considered null and void in order that the paramount goal of the parties (that these covenants and restrictions run with the Property as aforesaid) be achieved.

**10.11 Power to Release and Waive Covenants.** The Board of Directors has the power to waive the application of any or all of the provisions of this Declaration as to any portion of the Property owned by any public or municipal entity having the power of eminent domain, provided, however, that such waiver must be in writing and recorded with the Oakland County Register of Deeds. Any such waiver is only effective for the period of time that such land is owned by the public or municipal entity.

**10.12 Delegation and Assignment of Rights.** The Board of Directors may, at its sole option, delegate all or any part of its rights, duties or obligations to any persons or an individual or individuals of the Board of Director's choice. If such delegation is made, the acts and decisions of the Person(s) so delegated will be binding on all interested parties. In addition, all of the rights, powers and duties in this Declaration may be assigned by the Board of Directors to another Person or entity.

**10.13 Temporary Use Permit.** The Board of Directors may issue a permit in writing allowing the temporary use of any Property not otherwise permitted herein, provided that all required approvals have been obtained from the appropriate municipal or government authorities having control over the use of such Property.

*[SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGE]*



IN WITNESS WHEREOF, the Association has executed this Declaration on the day and year first above written and shall be effective upon recording with the Oakland County Register of Deeds as required by Sections 3 and 5 of the Marketable Record Title Act (MCL 565.103 & 565.105).

**Property Owners Association of Hampton, Inc.,  
a Michigan Nonprofit Corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: President

STATE OF MICHIGAN )

) ss:

COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 202\_ by \_\_\_\_\_, the President of Property Owners Association of Hampton, Inc., a Michigan Nonprofit Corporation, on behalf of the Corporation.

\_\_\_\_\_  
, Notary Public  
\_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires:

**Document drafted by and when recorded return to:**

Kevin M. Hirzel, Esq. and Joe Wloszek, Esq.  
Hirzel Law, PLC  
37085 Grand River, Suite 200  
Farmington, MI 48335  
(248) 478-1800

**EXHIBIT A**  
**ATTACHED TO DECLARATION OF RESTRICTIONS,**  
**EASEMENTS, CONDITIONS AND LIENS - RESIDENTIAL**

**(Residential Property)**

Part of Section 26, Town 3 North, Range 11 East, formerly Avon Township now the City of Rochester Hills, Oakland County, Michigan, being more particularly described as beginning at the Northeast corner of Section 26, Town 3 North, Range 11 East; thence along the East line of Section 26, South 00° 11' 25" East 2747.07 feet and South 00° 04' 45" West 2595.77 feet; thence North 89° 55' 15" West 885.14 feet; thence South 00° 25' 15" East 593.00 feet; thence South 89° 34' 45" West 1277.87 feet along the South line of Section 26; thence North 00° 25' 00" West 588.00 feet; thence South 89° 34' 45" West 630.00 feet; thence North 00° 25' 00" West 572.00 feet; thence North 27° 40' 46" West 462.51 feet; thence North 02° 46' 41" West 257.96 feet; thence North 19° 26' 16" West 460.00 feet; thence North 40° 48' 59" West 460.00 feet; thence North 62° 11' 42" West 460.00 feet; thence North 86° 04' 27" West 458.60 feet; thence South 82° 22' 14" West 777.63 feet; thence South 89° 49' 44" West 301.25 feet; thence along the West line of Section 26, North 00° 10' 16" West 553.25 feet and due North 1678.72 feet; thence due East 577.26 feet; thence North 01° 07' 15" West 948.03 feet; thence along the North line of Section 26, North 88° 52' 45" East 2127.77 feet and South 89° 28' 50" East 2624.70 feet to the point of beginning.

**EXHIBIT B**  
**ATTACHED TO DECLARATION OF RESTRICTIONS,**  
**EASEMENTS, CONDITIONS AND LIENS - RESIDENTIAL**

**(Common Areas)**

Parts of Section 26, Town 3 North, Range 11 East, formerly Avon Township now the City of Rochester Hills, Oakland County, Michigan, being more particularly described as follows:

- (1) Parcel Number: 70-15-26-176-003 or 254 Hampton Circle, Rochester Hills

T3N, R11E, SEC 26 PART OF NW 1/4 BEG AT PT DIST N 300 FT & N 79-05-55 E 852.18 FT & FROM W 1/4 COR, TH ALG CURVE CONCAVE ELY, RAD 1327 FT, CHORD BEARS N 00-04-01 E 504.96 FT, DIST OF 508.06 FT, TH S 62-55-46 E 400.03 FT, TH S 01-21-05 W 311.09 FT, TH S 88-02-54 W 349.66 FT TO BEG 3.50 A

- (2) Parcel Number: 70-15-26-176-001 Property around Lake 1

T3N, R11E, SEC 26 PART OF W 1/2 OF SEC BEG AT PT DIST N 300.00 FT & N 79-05-55 E 852.18 FT & N 88-02-54 E 349.66 FT FROM W 1/4 COR, TH N 01-21-05 E 311.09 FT, TH S 62-55-46 E 330.03 FT, TH S 82-23-00 E 213.00 FT, TH N 85-53-47 E 280.00 FT TH N 39-57-56 E 205.00 FT, TH N 14-05-07 W 488.00 FT, TH N 59-56-50 W 865.00 FT, TH ALG CURVE CONCAVE SELY, RAD 1327.00 FT, CHORD BEARS N 52-16-58 E 224.73 FT, DIST OF 225.00 FT, TH S 32-51-35 E 237.24 FT, TH S 59-56-50 E 611.07 FT, TH S 14-05-07 E 410.00 FT, TH N 69-32-35 E 191.45 FT, TH N 00-40-10 W 270.00 FT, TH S 78-26-07 E 61.39 FT, TH S 00-40-10 E 340.00 FT, TH S 33-46-42 E 579.59 FT, TH S 46-44-48 W 199.23 FT, TH S 06-47-06 W 434.36 FT, TH N 89-54-34 W 565.00 FT TH S 08-29-22 W 331.35 FT, TH S 51-40-33 W 215.33 FT, TH N 62-11-42 W 109.35 FT, TH N 51-40-33 E 220.00 FT, TH N 08-29-22 E 310.00 FT, TH N 58-56-25 W 150.32 FT, TH N 89-54-34 W 380.00 FT, TH N 00-24-55 E 433.00 FT, TH N 40-32-43 W 97.00 FT, TH S 88-02-54 W 127.34 FT TO BEG 29.78 A

- (3) Parcel Number: 70-15-26-277-002 or Woodlane Park

Beginning at a point which is North 00° 11' 25" West 177.67 feet along the East line of Section 26 from the East ¼ corner of Section 26, Town 3 North Range 11 East; thence South 89° 48' 35" West 865.29 feet; thence North 09° 15' 52" East 110.01 feet; thence North 370.90 feet along a curve concave to the West (Radius of 630.00 feet, central angle of 33° 43' 55", long chord bears North 07° 36' 06" West 365.57 feet) ; thence East 101.37 feet along a curve concave to the South (Radius of 215.05 feet, central angle of 27° 00' 25" long chord bears North 76° 18' 23" East 100.45 feet) ; thence North 89° 48' 35" East 796.72 feet; thence along the East line of Section 26 South 00° 11' 25" East 494.48 feet to the point of beginning

(containing 9.692 acres, more of less); reserving therefrom any part dedicated or used for John R Road.

- (4) Parcel Number: 70-15-26-478-003 or Briston Park

Beginning at a point which is South 89° 35' 00" West 20.00 feet along the South line of Section 26 and North 00° 25' 00" West 538.00 feet and North 89° 34' 45" East 630.00 feet and North 00° 25' 00" West 82.00 feet and North 89° 34' 45" East 746.90 feet from the South ¼ corner of Section 26, Town 3 North Range 11 East; thence North 37° 57' 53" West 136.58 feet; thence North 09° 47' 01" East 192.76 feet; thence North 49° 38' 07" East 188.22 feet; thence North 28° 38' 01" East 154.43 feet; thence South 87° 19' 36" East 185.27 feet; thence North 00° 25' 15" West 398.03 feet; thence North 45° 49' 27" West 50.00 feet; thence Northeasterly 111.28 feet along a curve concave to the Northwest (Radius of 743.00 feet, central angle of 08° 34' 54", long chord bear North 39° 53' 06" East 111.18 feet) ; thence South 57° 43' 25" East 50.00 feet; thence Southeasterly 106.00 feet along a curve concave to the Northeast (Radius of 341.00 feet, central angel of 17° 48' 40" , long chord bears South 66° 37' 45" East 105.58 feet) ; thence South 00° 25' 15" East 1073.33 feet; thence South 89° 34' 45" West 467.90 feet; thence North 37° 57' 53" West 103.42 feet to the point of beginning, containing 9.496 acres, more or less.

- (5) Parcel Number: 70-15-26-401-002 or Hampton Park

Beginning at the point which is South 89° 35' 00" West 20.00 feet and North 00° 25' 00" West 1070.00 feet from the South ¼ corner of Section 26, Town 3 North, Range 11 East; thence South 89°35' 00" West 260.00 feet; thence North 26° 08' 14" West 322.09 feet; thence North 03° 09' 30" East 180.00 feet; thence South 86° 50' 30" East 120.00 feet; thence East 83.69 feet along a curve concave to the South (Radius of 557.00 feet, central angle of 08° 36' 32" , long chord bears South 82° 32' 13" East 83.61 feet) ; thence South 27° 40' 46" East 405.98 feet; thence South 00° 25' 00" East 90.00 feet to the point of beginning, containing 2.939 acres, more or less.

- (6) Parcel Number: 70-15-26-401-002 or 2600 Club Dr, Rochester Hills, MI or Hampton Golf Course

T3N, R11E, SEC 26 PART OF SEC 26 BEG AT PT DIST N 00-11-25 W 392.51 FT & N 89-17-46 W 899.02 FT FROM E 1/4 COR, TH N 89-17-46 W 260.00 FT, TH S 77-29-54 W 975.37 FT, TH S 35-24-38 W 270.00 FT, TH S 17-08-27 E 323.32 FT, TH S 52-53-59 E 330.00 FT, TH N 35-36-19 E 587.15 FT, TH S 89-55-15 E 375.00 FT, TH S 00-04-45 W 160.00 FT, TH S 39-37-28 W 710.00 FT, TH S 45-00-45 E 655.44 FT, TH S 89-55-15 E 160.60 FT, TH ALG CURVE CONCAVE NWLY, RAD 399.69 FT, CHORD BEARS S 19-58-47 W 124.76 FT, DIST OF 125.27 FT, TH ALG CURVE CONCAVE NWLY, RAD 657.00 FT, CHORD BEARS S 38-59-37 W 228.96 FT, DIST OF 230.14 FT, TH N 64-

57-35 W 1020.00 FT, TH S 28-01-33 W 723.19 FT, TH N 78-57-43 W 104.56 FT, TH N 28-01-33 E 463.62 FT, TH N 300.00 FT, TH N 23-03-00 W 1043.30 FT TH N 89-54-34 W 110.00 FT, TH N 06-47-06 E 434.36 FT, TH N 46-44-48 E 199.23 FT, TH S 33-46-42 E 70.00 FT, TH N 58-30-11 E 280.00 FT, TH N 44-29-53 E 294.60 FT, TH N 13-03-20 E 620.00 FT, TH ALG CURVE CONCAVE NELY, RAD 2030.00 FT, CHORD BEARS S 44-21-38 E 99.99 FT, DIST OF 100.00 FT, TH ALG CURVE CONCAVE NELY, RAD 1630.00 FT, CHORD BEARS S 49-06-40 E 189.89 FT, DIST OF 190.00 FT, TH S 400.00 FT, TH S 46-34-55 W 300.00 FT, TH S 41-13-20 E 401.79 FT, TH N 77-29-54 E 900.00 FT, TH ALG CURVE CONCAVE WLY, RAD 570.00 FT, CHORD BEARS S 07-55-02 E 119.78 FT, DIST OF 120.00 FT TO BEG 47.83 A

**EXHIBIT C**  
**ATTACHED TO DECLARATION OF RESTRICTIONS,**  
**EASEMENTS, CONDITIONS AND LIENS – RESIDENTIAL**

**(School and Civic Sites)**

Parts of the South ¼ of Section 26, Town 3 North, Range 11 East, formerly Avon Township now the City of Rochester Hills, Oakland County, Michigan, being more particularly described as follows:

- (1) Beginning at a point which is North 89° 34' 45" East 610.00 feet along the South line of Section 26 from the South ¼ corner of Section 26, Town 3 North, Range 11 East; thence North 00° 25' 00" West 670.00 feet; thence North 89° 34' 45" East 357.01 feet; thence South 00° 25' 15" East 670.00 feet; thence along the South line of Section 26 South 89° 34' 45" West 357.05 feet to the point of beginning, containing 5.492 acres, more or less.
- (2) Beginning at a point which is South 89° 34' 45" West 1374.15 feet along the South line of Section 26 from the Southeast corner of Section 26, Town 3 North, Range 11 East; thence along the South line of Section 26 South 89° 34' 45" West 426.67 feet; thence North 00° 25' 15" West 670.00 feet; thence North 89° 34' 45" East 389.89 feet; thence South 37° 57' 53" East 60.35 feet; thence South 00° 25' 15" East 622.15 feet to the point of the beginning.
- (3) Beginning at a point which is South 89° 34' 45" West 880.00 feet along the South line of Section 26 from the Southeast corner of Section 26, Town 3 North, Range 11 East; thence along the South line of Section 26 South 89° 34' 45" West 494.015 feet; thence North 00° 25' 15" West 622.15 feet; thence South 37° 57' 53" East 43.07 feet; thence North 89° 34' 45" East 467.90 feet; thence South 00° 25' 15" East 588.00 feet to the point of beginning, containing 6.681 acres, more or less.
- (4) Beginning at a point which is North 89° 28' 50" West 1127.85 feet along the North line of Section 26 from the Northeast corner of Section 26, Town 3 North, Range 11 East; thence South 00° 31' 10" West 647.96 feet; thence North 89° 28' 50" West 372.00 feet; thence North 00° 31' 10" East 647.96 feet; thence along the North line of Section 26 South 89° 28' 50" East 372.00 feet to the point of beginning, containing 5.533 acres, more or less.
- (5) Beginning at the Northeast corner of Section 26, Town 3 North, Range 11 East; thence along the East line of Section 26 South 00° 11' 25" East 1774.92 feet; thence South 89° 48' 35" West 522.14 feet; thence North 60° 17' 34" West 1257.28 feet; thence North 39° 25' 50" East 155.86 feet; thence North 00° 31' 10" East 398.87 feet; thence South 89° 28' 50" East 372.00 feet; thence North 00° 31' 10" East

647.96 feet; thence along the North line of Section 26 South  $89^{\circ} 28' 50''$  East 1127.85 feet to the point of beginning, containing 50.000 acres, more or less.

- (6) Beginning at the point which is North  $88^{\circ} 52' 45''$  East 2091.13 feet along the North line of Section 26 and South  $01^{\circ} 07' 15''$  East 573.09 feet from the Northwest corner of Section 26, Town 3 North, Range 11 East; thence Easterly 200.18 feet along a curve concave to the South (Radius of 1370.00 feet, central angle of  $08^{\circ} 22' 19''$ , long chord bears South  $87^{\circ} 24' 00''$  East 200.00 feet; thence South  $83^{\circ} 12' 50''$  East 147.31 feet; thence Southeasterly 782.89 feet along a curve concave to the Southwest (Radius of 1000.00 feet, central angle of  $44^{\circ} 51' 22''$ , long chord bears South  $60^{\circ} 47' 09''$  East 763.05 feet); thence South  $51^{\circ} 38' 32''$  West 43.00 feet; thence South  $45^{\circ} 56' 00''$  West 645.69 feet; thence North  $78^{\circ} 26' 07''$  West 268.30 feet; thence North  $41^{\circ} 47' 10''$  West 196.47 feet; thence North  $10^{\circ} 08' 28''$  West 685.09 feet to the point of beginning, containing 13.109 acres, more or less.