

FIFTH AMENDED AND RESTATED

**DECLARATION OF EASEMENTS,
COVENANTS AND RESTRICTIONS**

FOR

**PINE CREEK RIDGE SUBDIVISIONS
NO. 1, NO. 2, NO. 3, NO. 4, NO. 5 and NO. 6
FIFTH AMENDED AND RESTATED
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FOR PINE CREEK RIDGE SUBDIVISIONS
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WHEREAS, by Declaration of Easements, Covenants and Restrictions dated May 17, 1990 and recorded June 14, 1990 at Liber 1412, Page 0706, Livingston County Records, amended by a First Amended and Restated Declaration of Easements, Covenants and Restrictions for Pine Creek Ridge Subdivisions No. 1 and No. 2 and Certain Additional Land, and recorded April 7, 1995 at Liber 1912, Pages 586-624, Livingston County Records, a Second Amended and Restated Declaration of Easements, Covenants and Restrictions for Pine Creek Ridge Subdivisions No. 1, No. 2 and No. 3, recorded December 15, 1995 at Liber 1990, Pages 112-147, Livingston County Records, a Third Amended and Restated Declaration of Easements, Covenants and Restrictions for Pine Creek Ridge Subdivisions No. 1, No. 2, No. 3 and No. 4, recorded in Liber 2017, Pages 0632 through 0671, both inclusive, Livingston County Records,

and a Fourth Amended and Restated Declaration of Easements, Covenants and Restrictions for Pine Creek Ridge Subdivisions No. 1, No. 2, No. 3, No. 4 and No. 5 recorded on May 6, 1998 in Liber 2345, Pages 0691 through 0739, both inclusive, Livingston County Records, **RIVER PLACE/ABBEY LIMITED PARTNERSHIP**, a Michigan limited partnership, whose address is 30100 Telegraph, Suite 366, Bingham Farms, Michigan 48025 (the "Declarant") subjected certain real estate legally described as Pine Creek Ridge Subdivision No. 1, according to the Plat thereof as recorded in Liber 28, Pages 25-35 of Plats, Livingston County Records, Pine Creek Ridge Subdivision No. 2, according to the Plat thereof as recorded in Liber 32, Pages 38-44 of Plats, Livingston County Records, and Pine Creek Ridge Subdivision No. 3 according to the Plat thereof as recorded in Liber 33, Pages 28 -30 of Plats, Livingston County Records, Pine Creek Ridge Subdivision No. 4 according to the Plats thereof as recorded in Liber 34, Pages 9 - 17, Livingston County Records and Pine Creek Ridge Subdivision No. 5 according to the plat thereof as recorded in Liber 35, Pages 15-26 of Plats, Livingston County Records, to certain restrictions. Declarant is the owner of fee simple title to certain lands located in the Township of Genoa, Livingston County, Michigan, which lands are described in **Exhibit A** attached hereto upon which Declarant intends to create a subdivision for the benefit of the future residents thereof, to be known as Pine Creek Ridge Subdivision No. 6; and

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values and amenities in Subdivision No. 1, Subdivision No. 2, Subdivision No. 3, Subdivision No. 4 and Subdivision No. 5 and for the maintenance of certain Park Areas and for the creation of certain conservation and other easements over portions of Subdivision No. 1, Subdivision No. 2, Subdivision No. 3, Subdivision No. 4 and Subdivision No.5, to this end, has subjected Subdivision No. 1, Subdivision No. 2, Subdivision No. 3, Subdivision No. 4 and Subdivision No. 5 and desires to subject Subdivision No. 6 to the easements, covenants, restrictions, charges and liens set forth herein, each and all of which is and are for the benefit of Subdivision No. 1, Subdivision No. 2, Subdivision No. 3, Subdivision No. 4 and Subdivision No. 5, and each Owner therein by annexing Subdivision No. 6 to the benefits, burdens, terms and conditions of the previously-recorded Declaration of Easements, Covenants and Restrictions as amended and restated; and

WHEREAS, Declarant has deemed it desirable for the preservation of the values and amenities in Subdivision No. 6 to cause the Owners of Lots in Subdivision No. 6 to become Members of the Association; and

WHEREAS, Declarant has deemed it desirable to preserve Subdivision No. 6 as part of a harmonious, well-maintained and unified ecological system with Subdivision No. 1, Subdivision No. 2, Subdivision No. 3, Subdivision No. 4 and Subdivision No. 5 which will continue to have many of its natural characteristics of the native environment after development of residences in Subdivision No. 1, Subdivision No. 2, Subdivision No. 3, Subdivision No. 4, Subdivision No. 5 and Subdivision No. 6, to this end, wishes to extend Conservation Areas to portions of Subdivision No. 6 and to specify certain remedial actions which the Declarant or the Association may insist upon if there is a violation of the requirements of the Declaration to preserve certain natural areas; and

WHEREAS, Declarant may, at some future time, plat or otherwise develop additional subdivisions of land adjacent to Subdivision No. 1 and/or Subdivision No. 2 and/or Subdivision No. 3 and/or Subdivision No. 4 and/or Subdivision No. 5 and/or Subdivision No. 6, and subject the land so platted or otherwise developed to the easements, covenants, restrictions, charges and liens set forth in the Declaration, as amended; and

WHEREAS, Pine Creek Ridge Homeowners Association, a Michigan non-profit corporation (the "Association") was incorporated May 14, 1990 to provide for the ownership, maintenance and preservation of certain common areas and improvements now located or to be located within Pine Creek Ridge Subdivisions No. 1, No. 2, No. 3, No. 4, No. 5 and No. 6, and any other phase which may be established;

WHEREAS, title to the Park Areas and Restricted Dam Area found in Subdivisions No. 1, No. 2, No. 3 and No. 4 is vested in the Association by virtue of a Quit Claim Deed recorded on

April 23, 1997, in Liber 2163, Page 863, Livingston County Records;

NOW, THEREFORE, pursuant to the powers reserved in Article XII of the Declaration, Declarant, for itself, its successors and assigns, does hereby amend and restate the Declaration so as to publish, declare and make known to all intending purchasers and future Owners of the Lots comprising Subdivision No. 1, Subdivision No. 2, Subdivision No. 3, Subdivision No. 4, Subdivision No. 5 and Subdivision No. 6, that the same will and shall be used, owned, held, and/or sold expressly subject to the following conditions, easements, covenants, restrictions and agreements which shall be incorporated by reference in all deeds of conveyance and contracts for the sale of said Lots and shall run with the land and be binding upon all Owners, the Association, all grantees of Lots and on their respective heirs, personal representative, successors and assigns.

I. DEFINITIONS

Section 1. Definition of Terms: When the following words and phrases below appears in capitalized form, they shall mean:

- A. "Association" shall mean and refer to Pine Creek Ridge Homeowners Association, a Michigan non-profit corporation, its successors and assigns.
- B. "Builder" shall mean and refer to (i) licensed residential builders who are affiliates of Declarant or its General Partners or (ii) any person or entity who acquires a Lot for the purpose of engaging in and does engage in the business of constructing residential buildings for resale and not for his/her own use provided, however, such person or entity shall have constructed three (3) residential buildings for resale within the twelve (12) months preceding such person's or entity's acquisition of a Lot.
- C. "By-Laws" shall mean and refer to the By-Laws of the Association.
- D. "Conservation Areas" shall mean those areas of Land within Subdivision No. 1, Subdivision No. 2, Subdivision No. 3, Subdivision No. 4, Subdivision 5 and Subdivision No. 6, encumbered by private easements for storm drainage and conservation of wetlands as delineated on the Plats of Subdivision No. 1, Subdivision No. 2, Subdivision No. 3, Subdivision No. 4, Subdivision No. 5 and Subdivision No. 6.
- E. "Declarant" shall mean and refer to River Place/Abbey Limited Partnership, a Michigan limited partnership, and its successors and assigns.
- F. "Declaration" shall mean and refer to this Declaration of Easements, Covenants and Restrictions, and any amendments, as recorded in the office of the Livingston County Register of Deeds, State of Michigan.
- G. "Dock Privilege Owners" are Owners of Lots 29-42, inclusive, Lots 110-138, inclusive Lots 152-163, inclusive and Lots 245 - 254, inclusive. All other Lots are "Landbound Lots" and all other Lot Owners are "Landbound Owners".
- H. "Lot" shall mean and refer to each of the residential lots and to any numbered lot, exclusive of any outlots, shown on the recorded plat of the Subdivisions and any future subdivision, hereafter annexed to this Declaration.
- I. "Member" shall mean and refer to those persons entitled to membership in the Association, as provided in this Declaration.
- J. "Observation Deck" shall mean and refer to that type of wooden deck constructed along, or at the end of, a boardwalk which boardwalk has been constructed within the Wetlands, Wetland Fringe Zone or Conservation Areas, as the case may be, for the purpose of observing and enjoying the natural scenery in a passive recreational way. All Observation

Decks shall be subject to the terms and conditions of this Declaration, and may not be erected without the prior written approval of the Architectural Control Committee.

- K. "Owner" shall mean and refer to the record owner, other than Declarant, whether one or more persons or entities, of the fee simple title to any Lot and any lot in any future subdivision hereafter annexed to this Declaration. When more than one person is the owner of a Lot, all such persons or entities shall be Members. If any Lot is sold on a land contract, the land contract purchaser shall be considered the Owner for purposes of voting. Those having any interest in a Lot merely as security for the performance of an obligation are not Members and shall not be deemed to be an Owner.
- L. "Park Areas" shall mean those areas of land within the Subdivisions (including the improvements thereto) designated, Pine Creek Park North, Pine Creek Park South, Pine Creek Park East and Pine Creek Park West on the Phase 1 Plat, as Arbor Bay Park North and Arbor Bay Park South on the Phase 4 Plat, as Lime Lake Park, Wyndam Park North and Wyndam Park South on the Phase 5 Plat and as Hartford Park, Ridge Park, Westminster Park, Ore Creek Park East and Ore Creek Park West on the Phase 6 Plat, now or hereafter owned by the Association for the common use and enjoyment of the Owners.
- M. "Phase 1 Plat" shall mean and refer to the plat of Subdivision No. 1, recorded on June 14, 1990, in Liber 28, Pages 15-25 of Plats, Livingston County Records.
- N. "Phase 2 Plat" shall mean and refer to the Plat of Subdivision No. 2 recorded on April 7, 1995, in Liber 32, Pages 38-44 of Plats, Livingston County Records.
- O. "Phase 3 Plat" shall mean and refer to the Plat of Subdivision No. 3 recorded on December 14, 1995, in Liber 33, Pages 28-30 of Plats, Livingston County Records.
- P. "Phase 4 Plat" shall mean and refer to the Plat of Subdivision No. 4 recorded on March 8, 1996, in Liber 34, Pages 9 - 17 of Plats, Livingston County Records.
- Q. "Phase 5 Plat" shall mean and refer to the Plat of Subdivision No. 5 recorded on April 29, 1998, in Liber 35, Pages 15 - 26 of Plats, Livingston County Records.
- R. "Phase 6 Plat" shall mean and refer to the Plat of Subdivision No. 6 recorded on _____, 200_, in Liber ____, Pages ____ of Plats, Livingston County Records.
- S. "Pine Creek Ridge" shall mean and refer to lands located in the Townships of Hamburg and Genoa, Livingston County, Michigan described in **Exhibit B**, which are owned by or which are acquired in the future by River Place/Abbey Limited Partnership, its respective successors and assigns, and which land adjoins the Subdivisions or connect with lands which adjoin the Subdivisions.
- T. "Plats" shall mean the Phase 1 Plat, the Phase 2 Plat, the Phase 3 Plat, the Phase 4 Plat, the Phase 5 Plat and the Phase 6 Plat.
- U. "Residential Deck" shall mean and refer to that type of wooden deck erected as an exterior addition to a single-family dwelling, built upon approval by the Architectural Control Committee.
- V. "Restricted Dam Area" shall mean the Restricted Dam Area which lies entirely within the boundaries of and constitutes a part of Pine Creek Park East, all as shown on the Plat.
- W. "Subdivision No. 1" shall mean and refer to Lots 1 through 63, inclusive, and the Park Areas, the Restricted Dam Area, the Conservation Areas and all entryways of the Pine Creek Ridge Subdivision No. 1, as shown on the Phase 1 Plat.

- X. “Subdivision No. 2” shall mean and refer to Lots 64-107, inclusive, the Conservation Areas and the entryways of Pine Creek Ridge Subdivision No. 2 as shown on the Phase 2 Plat.
- Y. “Subdivision No. 3” shall mean and refer to Lots 108 and 109, and the Conservation Areas, all as shown on the Phase 3 Plat.
- Z. “Subdivision No. 4” shall mean and refer to Lots 110-151, inclusive, the Parks, the Wetlands, the Conservation Areas and the entryways, all as shown on the Phase 4 Plat.
- AA. “Subdivision No. 5” shall mean and refer to Lots 152 - 219, inclusive, the Parks, the Wetlands, and the Conservation Areas and the entryways, all as shown on the Phase 5 Plat.
- BB. “Subdivision No. 6” shall mean and refer to Lots 220-269, inclusive, the Parks, the Wetlands and the Conservation Areas, all as shown on the Phase 6 Plat.
- CC. “Subdivisions” shall mean Subdivision No. 1, Subdivision No. 2, Subdivision No. 3, Subdivision No. 4, Subdivision No. 5 and Subdivision No. 6.

II. ESTABLISHMENT AND DEDICATION

Section 1. Establishment of Non-Profit Corporation: There has been established an Association of Owners of Lots known as the Pine Creek Ridge Homeowners Association (the “Association”). The Association has been organized as a non-profit corporation for a perpetual term under the laws of the State of Michigan and shall have such powers as are enumerated in this Declaration, as well as those set forth in the Articles of Incorporation and By-Laws for the Association.

Section 2. Park Areas: The Association hereby confirms to each Owner the prior grant by Declarant of a non-exclusive right and easement of use and enjoyment in and to the Park Areas (other than the Restricted Dam Area) and the Conservation Areas, subject to the limitation of this Declaration, including Article III below, and subject to rules and regulations adopted by the Declarant or Association, provided such rules and regulations are of uniform application to all Owners. Declarant hereby covenants that within ten (10) years after the date the Plat of each Phase of Pine Creek Ridge is recorded, Declarant will convey the Park Areas within that Phase to the Association free and clear of all liens and encumbrances except as set forth herein and excepting the oil, gas and mineral rights. Title to the Park Areas is vested, or shall vest, in the Association subject to the rights and easements of enjoyment in and to such Park Areas by the Owners. Such easements of enjoyment shall not be personal, but shall be appurtenant to the Lots and shall pass with the title to the Lots, whether or not specifically set forth in the deeds of conveyance of the Lots.

Section 3. Conservation Easement: Declarant hereby confirms the prior grant to Pine Creek Conservancy, a Michigan non-profit corporation, of a Conservation Easement pursuant to the Michigan Conservation and Historic Preservation Easement Act, P.A. 1980, No. 197, over the Conservation Areas lying within Subdivision No. 1, Subdivision No. 2, Subdivision No. 3, Subdivision No. 4, Subdivision No. 5 and Subdivision No. 6. The nature and extent of this Conservation Easement is set forth below.

- A. It is the purpose and intent of this Conservation Easement to (i) assure that the Conservation Areas will be retained forever predominantly in their natural, scenic and open space condition, subject to such recreational uses as are provided for hereafter, and (ii) to prevent any use of the Conservation Areas that will significantly impair or interfere with the natural, scenic and open space values of the Conservation Areas as a part of an ecologically valuable and sensitive system of uplands, meadowlands, wetlands, lakes and streams. To carry out this purpose, the following rights are conveyed to the Pine Creek

Conservancy by this Conservation Easement:

1. to propose and/or approve: efforts to identify and catalog the qualities and characteristics of the Conservation Areas; programs to manage the Conservation Areas; programs to develop the Conservation Areas consistent with the purposes provided for in this Conservation Easement; programs to monitor the quality of the Conservation Areas; programs to control or manage nuisance aquatic vegetation growing in Brighton Lake or Lime Lake; and proposals to conduct various activities not expressly provided for in this Conservation Easement, such as, for example, classes and study projects within the Conservation Areas;
 2. to enter upon the Conservation Areas at reasonable times to carry out the functions conveyed to the Pine Creek Conservancy by this Easement and to enforce the rights granted by this Conservation Easement;
 3. to enjoin (and to petition courts of general jurisdiction to enjoin) any activity on or use of the Conservation Areas that is inconsistent with the purpose of this Conservation Easement and to enforce the restoration of such areas or features of the Conservation Areas that may be damaged by any inconsistent activity or use; and
 4. to undertake and/or supervise and control any programs of clean-up or restoration of the Conservation Areas and its environment which the Pine Creek Conservancy determines are appropriate to preserve the desirable features of the natural environment or restore previously existing features of the environment of the Conservation Areas which have deteriorated through inattention and neglect over time. Any clean-up or restoration shall be conducted after the approval of the Michigan Department of Environmental Quality, as required by applicable law, including the Goemaere-Anderson Wetland Protection Act, P.A. 1979 No. 203, and the Inland Lakes and Streams Act of 1972, P.A. 1972 No. 346, as amended, or their successor enactments.
- B. The following uses and practices, though not an exhaustive recital of consistent uses and practices, are consistent with Declarant's intent and the purpose of this Conservation Easement and are desirable and not precluded, prevented or limited by it:
1. the establishment of a system of trails, including trails constructed through or over Wetlands or Wetland Fringe Areas (subject, as to the Wetlands, the approval of the Michigan Department of Environmental Quality as provided in applicable law) over portions of the Conservation Areas, in a manner which protects the Conservation Areas' environment but permits persons walking through the trail system to enjoy the Conservation Areas through the low-impact activities of hiking and observation;
 2. the use of the Conservation Areas by the Owners for passive recreation, hiking along the trail system established or to be established through the Conservation Areas, picnicking in designated spots and fishing, swimming and boating in Brighton Lake and Lime Lake using sailboats, rowboats, canoes and other non-motorized watercraft, other than watercraft powered by small, electric motors;
 3. to develop and approve a system of aquatic plant control in Lime Lake and Brighton Lake;
 4. the burial or camouflaging of all utility systems or extensions of existing utility systems constructed or to be constructed through the Conservation Areas;
 5. to permit groups of individuals, including groups who may not be Owners, to utilize the Conservation Areas for the conduct of classes or study projects

designed to foster education about the environment;

6. the removal of dead or dying vegetation and debris within the Conservation Areas so that the enjoyment of the Conservation Areas by the Owners may be enhanced and, if considered desirable by the Pine Creek Conservancy, to replace any removed vegetation with native plant materials;
7. to approve and supervise the restoration of the Conservation Areas to an improved, ecologically sound state consistent with principles of good environmental management, as, for example, by reconstructing any weir now or in the future in disrepair on Lime Lake Creek so that the wetland habitat will be enhanced, subject to the approval of the Michigan Department of Environmental Quality under applicable law;
8. to develop and approve a system (consistent with, and no less stringent than, that provided for by the Michigan Department of Environmental Quality under applicable law and regulation) for the Association to erect, maintain and remove a reasonable number of well-constructed, attractive ice fishing shanties on Lime Lake and/or Brighton Lake for the exclusive use of the Owners during ice fishing season; and
9. to establish, subject to the approval of the Michigan Department of Environmental Quality under applicable law, the location and design of and to maintain road crossings which will carry vehicular traffic over the Conservation Areas along the roads of the Subdivisions, as shown on the Plats.

C. Declarant states that the following uses and practices, though not an exhaustive recital of inconsistent uses and practices, are inconsistent with Declarant's intent and the purposes of this Conservation Easement and are therefore prohibited:

1. any commercial or industrial use or activity at or of the Conservation Areas;
2. the construction of any buildings, structures or other improvements, including utility poles, except in connection with the construction of a trail system provided for herein, the road crossings provided for herein or as permitted by the Pine Creek Conservancy;
3. the exploration for or extraction of minerals, hydrocarbons, soils or other materials from the surface of the Conservation Areas, subject to the prior rights of lessees under oil and gas leases existing at the date of this Declaration, if any;
4. the dumping or other disposal of any refuse in the Conservation Areas;
5. any use or activity that causes or presents a substantial risk of causing soil erosion;
6. the cutting or trimming of live trees or other plant materials, except as necessary to control or prevent imminent fire hazard or to restore natural habitat areas or promote native vegetation;
7. the construction, maintenance or erection of any signs or billboards within the Conservation Areas, except for non-obtrusive trail signs of a type and character consistent with a system of nature trails;
8. the use of off-road vehicles, whether self-propelled or propelled by engines;
9. the filling, dredging or diking of Wetlands or Wetland Fringe Zones;
10. the carrying out of any program to improve fisheries habitat or control aquatic

plants without the prior written approval of the Pine Creek Conservancy;

11. chemical spraying of emergent wetland vegetation, hunting or trapping within the Conservation Areas, except to maintain animal populations at healthy levels and/or to protect native plant materials; and
12. the introduction of non-native plant or animal species which may compete with or result in the decline or elimination of native species of plants and animals.

D. Declarant hereby reserves for itself, the Owners and the Association the right to walk over and across those portions of the Conservation Areas upon which a trail system has or will be constructed. Declarant further reserves the right of the Association, with the approval of the Pine Creek Conservancy, which will not be unreasonably delayed or withheld, to construct a system of trails, boardwalks and Observation Decks through the Conservation Areas at locations and with materials and construction methods approved by the Pine Creek Conservancy, the purpose of which shall be to provide the Owners and their families with a ready means of access to enjoy the Conservation Areas in the passive recreational way intended and thereby to improve the quality of life within the Subdivisions.

Declarant further reserves unto itself the right to review and approve in the future any trails, boardwalks and Observation Decks which may be constructed after such time as the Declarant no longer has an ownership interest in the Subdivisions. This right of future review and approval powers shall terminate three (3) years after the date the Declarant no longer has an ownership interest in the Subdivisions or any other land annexed or otherwise added to this Declaration pursuant to Article XII, Section 4 below.

- E. No right of access by the general public to any portion of the Conservation Areas is conveyed or created by this Conservation Easement.
- F. The Pine Creek Conservancy shall be a Michigan non-profit corporation composed of a five (5) person board of directors: three (3) of whom shall be appointed by the Declarant; and two (2) of whom shall be appointed by the Association. If a director of Pine Creek Ridge Conservancy resigns or is removed from office, the vacancy shall be filled by the entity which appointed that director. Declarant may, from time to time, assign to the Association Declarant's right to appoint one or more directors of Pine Creek Ridge Conservancy.
- G. The Association shall, annually, appropriate monies to enable the Pine Creek Conservancy to monitor compliance with and act upon proposals made under this Conservation Easement. The sum appropriated by the Association shall be sufficient to fund the reasonable and necessary monitoring expenses of the Pine Creek Conservancy, including no more than a nominal fee for expenses incurred in attending meetings of the Pine Creek Conservancy Board of Directors. The Association need not appropriate any monies to fund development or restoration projects proposed by the Pine Creek Conservancy, but shall be free to do so if it sees fit. All such appropriations shall be made under the general or special assessment procedures provided for in Article V of this Declaration.
- H#. In order to assure that the Conservation Easement areas located on Lots 29 through 42, inclusive, Lots 110 through 138, inclusive, Lots 152 through 163, inclusive, and Lots 245 through 254, inclusive, remain in their natural, scenic and ecologically sound condition, the Pine Creek Conservancy, through the Declarant, prohibits the installation or construction of a system of walkways, paths, trails, boardwalks or Observation Decks on or over each of the foregoing Lots. The foregoing prohibition does not extinguish all or any portion of the Conservation Easement as platted on Lots 29 through 42, inclusive, Lots 110 through 138, inclusive, Lots 152 through 163, inclusive, and Lots 245 through 254, inclusive. Furthermore, the foregoing prohibition shall not operate to prohibit any

individual owner of any of the foregoing Lots from his or her own individual walkway, path, trail, boardwalk or observation deck within the Conservation Easement Area upon the Lot owned by them; provided, however, such construction shall be first approved by both the Architectural Control Committee pursuant to Article VI, Section 1 of this Declaration and the Michigan Department of Environmental Quality.

- I. The costs of enforcement of this Conservation Easement incurred by the Pine Creek Conservancy, whether such costs are incurred in judicial or administrative proceedings, including the costs of reasonable attorneys and consultants fees, and the costs of restoration shall be paid by the party against whom such enforcement proceedings are brought, if the Pine Creek Conservancy prevails in such enforcement proceedings. If the person or entity violating the terms of this Conservation Easement and thus necessitating enforcement proceedings is an Owner (and Owners shall be responsible for the acts of their guests and invitees), the amount of the enforcement costs incurred shall be a lien against the Owner's Lot, enforceable by the Pine Creek Conservancy or the Association in the manner provided for the enforcement of liens by this Declaration. If the Pine Creek Conservancy institutes enforcement proceedings under this Conservation Easement but does not prevail, the costs of those proceedings, including attorneys fees and consultants fees, so long as brought in good faith, shall be paid by the Association.
- J. Any act or omission of the Pine Creek Conservancy under the terms of this Conservation Easement shall be at the discretion of the Pine Creek Conservancy. No forbearance by the Pine Creek Conservancy to exercise its rights hereunder in the event of any breach hereof shall be deemed to be a waiver of the Pine Creek Conservancy's rights hereunder in the event of any continued or subsequent breach. Neither the Pine Creek Conservancy nor the members of its board of directors shall be liable in damages or otherwise for exercising or declining to exercise their rights under this Conservation Easement.
- K. The rights of the Pine Creek Conservancy under this Conservation Easement shall be personal to the Pine Creek Conservancy and shall not be assigned by the Pine Creek Conservancy to any other person or entity, except upon the prior written agreement of the Association and the Pine Creek Conservancy. Any assignment in violation of this provision shall be null and void.
- L. If any provision of this Conservation Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Easement and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected.

Section 4. Restricted Dam Area:

- A. The Pine Creek Conservancy hereby confirms the grant by Declarant to each owner of a Lot a non-exclusive right and easement of use and enjoyment in and to the Restricted Dam Area, subject to the provisions and limitations of this Section 4 and the Rules and Regulations of the Association.
- B. The only activities which will be permitted within the Restricted Dam Area shall be:
 - 1. passive recreational activities; and
 - 2. operation of the dam located within the Restricted Dam Area by the Association or any governmental authority to which the Association dedicates the dam to regulate the level of Brighton Lake; and
 - 3. repair and maintenance of the dam located within the Restricted Dam Area by the Association or any governmental authority to which the Association dedicates the dam.

The Association, through its Directors and/or Officers, may restrict access to all or any

part of the Restricted Dam Area, if necessary, in its sole judgment, to provide for the safety of residents of the Subdivisions or others, to preserve the integrity or safety of the dam or to keep the dam free from vandalism or other security threats. A total restriction of access to the Restricted Dam Area promulgated under this Section 4.B shall supersede the easement granted in Section 4.A.

- C. The Association, or any person or entity to whom the Association lawfully delegates its authority under this Section 4.C., shall be responsible for maintenance and operation of the dam. The dam shall, at all times, be operated to maintain the level of Brighton Lake as required by the Statutes of the State of Michigan, the applicable regulations of the Michigan Department of Environmental Quality and applicable federal law and regulation.
- D. The Association hereby grants an easement of ingress and egress over Pine Creek Park East to itself and its successors and assigns to permit access between the Restricted Dam Area and Lake Ridge Drive so that the Association and its successors and assigns, shall, at all times, have access to the Restricted Dam Area to carry out the operation, repair and maintenance of the dam.

III. PROPERTY RIGHTS

Section 1. Restricted Use of Brighton Lake: Landbound Owners of this development will have access to Brighton Lake only in designated common beach and dock areas in Pine Creek Park North. No Landbound Owner shall have access from within the Subdivisions to any portion of Brighton Lake or Lime Lake located outside the Subdivisions unless and until a park, conservation area or easement specifically designated for that purpose shall be established and brought within this Declaration. Common beach areas may be used by Owners and their guests for swimming, fishing and picnicking pursuant to the rules developed by the Association, and any amendments thereto.

The common dock areas in Pine Creek Park North shall allow dockage solely for sailboats, rowboats, canoes and other non-motorized watercraft (other than watercraft powered by small, electric motors) owned by the Association. Notwithstanding the foregoing to the contrary in this Declaration, the Association may, at its discretion, own and operate one gasoline powered boat at Brighton Lake and/or Lime Lake solely as part of a boating safety and rule enforcement program.

All such boats and docks spaces shall be controlled and maintained by the Association and shall not be rented to non-residents of the Subdivisions or Pine Creek Ridge. No Landbound Owner may moor or be permitted to moor private watercraft in the portion of Brighton Lake or Lime Lake which is within or adjacent to the Subdivisions or Pine Creek Ridge. Dock Privilege Owners shall only be allowed to moor up to two (2) privately owned non-motorized watercraft, or one (1) non-motorized watercraft and one (1) watercraft powered by a small, electric motor, on their Lot at a dock structure approved as to location, design and materials in the manner provided in Article VI below.

The Association may keep an aggregate of up to thirty-five (35) non-motorized sailboats, rowboats, canoes or other watercraft at Pine Creek Park North. An accessory building containing storage, toilet and changing facilities and a refreshment preparation area and facilities for the use and enjoyment of the Owners may be constructed within Pine Creek Park North.

Section 2. Limitations of Easements: The rights and easements of each Owner in and to the Park Areas and the Conservation Areas shall be subject to the following prior rights of the Association, Declarant and/or third parties in addition to other limitations set forth in this Declaration:

- A. the right of the Association to levy and collect assessments, as set forth in Article V,

below; and

- B. the right of the Association to suspend the voting rights and right to use the Park Areas by an Owner and the Owner's guests for any period during which any assessment against his/her Lot remains unpaid and for any infraction by an Owner of the Association's published rules and regulations for the duration of the infraction and for an additional period thereafter not to exceed ninety (90) days.

Section 3. The Association's Rights to Transfer Restricted Dam Area: The Association reserves the right to transfer all or any part of the easements over the Restricted Dam Area and the right to restrict access to and use of the Restricted Dam Area, as provided in Article II, Section 4, to any public agency or authority or entity empowered or authorized to control or maintain the dam located therein.

Section 4. Delegation of Use: Any Owner may delegate, in accordance with the By-Laws, his/her right of enjoyment and use of the Park Areas to the members of his/her family, his/her invitees (in the presence of the Owner or members of the Owner's immediate family), his/her tenants or purchasers who reside on his/her Lot, subject to this Declaration, the By-Laws and any rules and regulations promulgated pursuant to either of them.

Section 5. Utility, Storm Drainage and Landscape Easements: Declarant hereby dedicates the following Easements:

- A. Declarant grants a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric, telephone and television poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone, television, gas, sewer, water or other public conveniences or utilities on, in or over the front twenty-five (25) feet of each Lot in Subdivision No. 1 and at all locations as shown as private easements for public utilities on the Phase 1 Plat; the front ten (10) feet of each Lot in Subdivision No. 2, and at all locations shown in the Phase 2 Plat; and on, in or over the front twelve (12) feet of each Lot in Subdivision No. 3 and Subdivision No. 4 and at all locations shown in the Phase 3 Plat, the Phase 4 Plat and the Phase 5 Plat; and the front twelve (12) feet of each Lot in Subdivision No. 6 and at all locations shown in the Phase 6 Plat. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee of Declarant, but this reservation shall not be considered an obligation of Declarant to provide or maintain any such utility or service;
- B. easements for storm drainage are granted and reserved within the areas as shown for such easements on the Phase 1 Plat, the Phase 2 Plat, the Phase 3 Plat, the Phase 4 Plat, the Phase 5 Plat and the Phase 6 Plat. The use of all or part of such easements may at any time or times hereafter be granted or assigned by Declarant or its successors or assigns, to any persons, firm, corporation, governmental unit or agency which furnishes such services or utilities, so long as done in compliance with the Land Division Act, being Act 288 of the Public Acts of 1967, as amended (formerly known as the Subdivision Control Act); and
- C. easements for a sanitary sewer lift station in Arbor Bay Park South in the area shown on the Phase 4 Plat and for a sanitary sewer lift station in Wyndam Park South in the area shown on the Phase 5 Plat;
- D. a fifty (50') foot wide easement situated along the length of Bauer Road to the rear of Lots 164-166 and 168-175, inclusive, and a portion of Lot 163, as shown in the Phase 5 Plat (the "Landscape Easement"), to the Association for the planting and maintenance of grass, shrubbery, bushes, trees and other similar landscaping. This Landscape Easement

includes the right, but not the obligation, to cut or trim any grass, shrubbery, bushes, trees or other similar landscaping in order to provide screening from vehicular traffic on Bauer Road and to maintain reasonable standards of safety and appearance;

- E. a twenty (20') foot by twenty (20') foot easement for the installation of subdivision entrance signage, monuments or other similar evidence of identification of the Subdivision on Lots 163, 164, 174 and 175, all as shown on the Phase 5 Plat ("Signage Easement"). The Signage Easement includes the right, but not the obligation, to install and maintain entrance signage, monuments or other similar evidence of identification of the Subdivision;
- F. a fifty (50') foot by fifty (50') foot easement to the Association for the maintenance of subdivision entrance signage, monuments or other similar evidence of identification of the Subdivisions (which Declarant may install) on the area for entry signage located at the intersection of Wyndam Lane and Brighton Lake Road in Hamburg Township, and an easement in the boulevard island located in Wyndam Lane at the Brighton Lake Road entrance in Hamburg Township to the Association for the planting and maintenance of grass, shrubbery, bushes, trees or other similar landscaping (collectively, the "Hamburg Easements"). The Hamburg Easements are shown on the attached Exhibit C and shall include the obligation of the Association, (i) to cut or trim any grass, shrubbery, bushes, trees or other similar landscaping in order to maintain first class standards of appearance, and (ii) to maintain entrance signage, monuments or other similar evidence of identification of the Subdivisions; and
- G. clear vision easements in the area shown as "Clear Vision Easements" in the Phase 6 Plat to preserve safe levels of visibility for the roads within the Subdivision. No structure may be installed or maintained within the Clear Vision Easement area. Plantings may be installed within the Clear Vision Easement area; provided that the Livingston County Road Commission may remove, at the Owner's expense, any plantings the Livingston County Road Commission concludes interferes with safe visibility of pedestrians and vehicle operators. No Owner may change any grade within a Clear Vision Easement area in any manner which impairs the clear vision of vehicle operators or pedestrians in the opinion of the Livingston County Road Commission.

No buildings may be constructed or maintained over or on any of the easements described in this Article III, Section 5; provided, however, that after the aforementioned utilities have been installed, planting, fencing (where permitted), or other Lot line improvements shall be allowed, so long as they do not violate the provisions of this Declaration and do not interfere with, obstruct, hinder or impair the drainage plan of the Subdivision or the visibility of intersections within the Subdivision and so long as access be granted, without charge or liability for damages, for the installation, maintenance, repair, replacement, modification and/or removal of the utilities, drainage lines and/or additional facilities.

IV. MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership: Every Owner shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of a Lot.

Section 2. Voting Rights: The Association shall have two (2) classes of voting membership:

- A. Class A Members shall be all Owners, with the exception of the Declarant. Class A Members shall have no voting rights, with the exception of Owners in Subdivision No. 1, Subdivision No. 2 and Subdivision No. 3 (who presently have voting rights) until the first to occur of the following:
 - 1. the date Declarant gives written notice to Class A Members that they have been granted voting rights;

2. the number of votes for Class A Members having attained one hundred (100%) percent of the total number of Lots; or
3. six (6) years from the date of recording of the Phase 2 Plat or Phase 3 Plat or Phase 4 Plat or the Phase 5 Plat or the Phase 6 Plat, as applicable [i.e., as to Members who own Lots in Subdivision No. 2, six (6) years from recordation of the Phase 2 Plat, as to the Members who own Lots in Subdivision No. 3, six (6) years from recordation of the Phase 3 Plat, as to the Members who own Lots in Subdivision No. 4, six (6) years from recordation of the Phase 4 Plat, as to Members who own Lots in Subdivision No. 5, six (6) years from recordation of the Phase 5 Plat and as to Members who own Lots in Subdivision No. 6, six (6) years from the recordation of the Phase 6 Plat.],

whichever occurs first.

Each Class A Member who has acquired voting rights shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons collectively shall be Members, and the vote for each such Lot shall be exercised as they determine; provided that in no event shall more than one (1) vote be cast with respect to any one (1) Lot; and

- B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to one (1) vote for each Lot owned. In the event a Builder owns a Lot by virtue of having entered into a land contract with Declarant, the Declarant, and not Builder, shall be entitled to exercise the voting right for each Lot subject to the land contract.

V. COVENANT FOR ASSOCIATION ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments: Each Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- A. annual general assessments; and
- B. special assessments.

Such assessments shall be established and collected as hereafter provided. The general and special assessments, together with interest thereon at the highest rate permitted by law and collection costs, including reasonable attorney's fees, shall be a charge against the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest thereon at the highest rate permitted by law and collection costs, including reasonable attorney's fees, shall also be the personal obligation of all persons who were the Owners of such Lot at the time such assessment fee became due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them, but shall remain a lien on the Lot until paid. The obligation of Declarant and Builders as to assessments is separately set forth in Section 3 of this Article.

Section 2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, welfare, common benefit and enjoyment of the Owners in the Subdivisions and future subdivisions hereafter annexed, and in particular for the improvement and maintenance of the Conservation Areas, Park Areas now or hereafter owned by the Association, and facilities thereon and other property under the control of the Association, including any Subdivision entrances for the Subdivisions and the Restricted Dam Area; for planting and maintenance of trees, shrubs and grass and other landscaping materials; for the acquisition of additional Park Areas; for acquisition, construction, operation and maintenance of recreational facilities, including a trail system within the Park Areas and the

Conservation Areas; for caring for vacant Lots; for providing community services and for the protection of the Owners; for the acquisition, installation, operation and maintenance of a street lighting system; for the operation and maintenance of a storm water collection system not maintained by the Livingston County Drain Commissioner; for the monitoring and enforcement of water usage restrictions adopted by the Association; for the support of the Pine Creek Conservancy so that it may carry out the functions delegated to it in Article II; to secure insurance to protect the Association, its officers, directors and the Members; and for establishing and maintaining appropriate reserves for those purposes; for repair and maintenance of the dams now or hereafter located within the Subdivision; for the establishment and execution of lake and water quality management programs for Brighton Lake, Lime Lake, Lime Lake Creek and South Ore Creek and their various branches; for work done in connection with the determination of the normal lake level of Brighton Lake including, but not limited to surveys, engineering and feasibility studies, legal work, environmental assays, hydrology studies, and government and survey reports; for construction and maintenance of a trail system within the Conservation Areas and other passive recreational areas; and for such other undertakings as shall be consistent with the purposes enunciated in this Declaration.

Section 3. Limitation on Assessment to Declarant and Builder: Notwithstanding anything in this Section V to the contrary, with regard to Subdivisions 1-5, inclusive, neither the Declarant nor any Builder shall be personally liable to pay any general assessment of the Association; provided that in lieu of a general assessment, the Declarant or, if Declarant has sold a Lot on land contract to a Builder, then such Builder, shall pay the Association a portion of the actual, reasonable and necessary expenses of carrying out the Association's responsibilities (including, without limitation, taxes and insurance), excluding creation of reserves, the acquisition of recreational equipment and the making of capital improvements which Declarant determines are not customarily charged to Builders and/or developers, not to exceed the amount of the general assessment, determined by Declarant by multiplying such actual, reasonable and necessary expenses by a fraction, the numerator of which shall be the number of Lots owned by Declarant or each such Builder, as applicable, and the denominator of which shall be the total number of Lots. Nothing in this Section V.3 shall exclude Declarant or any Builder from the obligation to pay special assessments.

Notwithstanding the foregoing, as to Subdivision No. 6 and any future land which Declarant may annex to the Subdivisions and subject to this Declaration, neither the Declarant nor any Builder shall be personally liable to pay any general assessment of the Association, nor shall Declarant be liable for any portion of the actual and necessary expenses of carrying out the Association's responsibilities, for any vacant Lot it owns; provided, however, that if Declarant has sold a Lot on land contract to a Builder, then such Builder shall pay the Association a portion of the actual, reasonable and necessary expenses of carrying out the Association's responsibilities (including, without limitation, taxes and insurance), excluding creation of reserves, the acquisition of recreational equipment and the making of capital improvements which Declarant determines are not customarily charged to Builders and/or developers, not to exceed the amount of the general assessment. Such amount shall be determined in accordance with the formula contained in the first paragraph of this Section 3.

With respect to Subdivision No. 6 and any future lands which Declarant may annex to the Subdivisions in the future, Declarant may, but shall have no obligation to do so, advance funds on behalf of the Association to cover the costs and expenses associated with the carrying out of the Association's responsibilities. In such event, Declarant shall be entitled to a full reimbursement by the Association of any monies so advanced. In order to obtain such reimbursement, Declarant shall tender a full accounting ("Accounting") of the funds advanced on behalf of the Association, including evidence of all funds advanced (including, without limitation, copies of canceled checks, paid invoices and the like), to the Association. The Accounting shall be certified as true and correct by the Declarant or its duly authorized designee. The Association shall reimburse the Declarant in full within thirty (30) days of receipt of the Accounting. If the Association does not make timely payment of the full amount due, the Association shall pay the Declarant interest on the unpaid balance at the lesser of three (3%) percent per annum in excess of the prime rate of interest publicly announced by Bank One,

Michigan from time to time or the highest rate permitted by law, accruing from the initial due date.

Section 4. Rate of Assessment: Both the general and special assessments shall be set by the Association Board of Directors at a uniform rate for all Lots. In the case of a Lot split, the assessments for such Lot shall be divided between the resulting Owners on a formula based on their relative square footage.

Section 5. Maximum Annual Assessment: The annual general assessments shall not exceed the following amounts:

- A. until January 1 of the year immediately following the first conveyance of a Lot in Phase 1 to an Owner other than a Builder, the maximum annual assessment shall not exceed Seven Hundred (\$700.00) Dollars per Lot;
- B. from and after January 1 of the year immediately following the first conveyance of a Lot in Phase 1 to any Owner, excluding Builders, the annual assessment may be increased each year without a vote of the Members by an amount of not more than twenty-five (25%) percent of the assessment for the previous year; and
- C. from and after January 1 of the year immediately following the first conveyance of a Lot to any Owner, excluding Builders, the annual assessment may be increased by an amount in excess of twenty-five (25%) percent only by a vote of two-thirds (2/3rds) of the Members or of proxies present and voting at a meeting of the Association duly called for that purpose.

Section 6. First Assessment: Upon purchasing any Lot from a Builder or Declarant, an Owner other than a Builder shall be liable for the assessment for the year in which the Lot is purchased, which shall be pro-rated to, and payable upon, the date of the closing.

Section 7. Special Assessments for Acquisitions and Capital Improvements: In addition to the annual assessments authorized above, the Association may levy against each Owner, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any acquisition of land or easements to be added to the Park Areas, the construction, reconstruction, repair or replacement of any improvement upon the Park Areas, Conservation Areas and other areas under the control of the Association, including, without limitation, Subdivision entrances, the community center, the common docks, equipment (such as boats to be used by Members at the common docks), street lighting systems, the expenses of the Pine Creek Conservancy and the dam which cannot be paid from the Association's general assessment. Any special assessment shall have the consent of two-thirds (2/3rds) of the Members or of proxies present and voting at a meeting of the Association duly called for that purpose.

Section 8. Notice and Quorum for Actions Authorized Under Sections 5 and 7: Written notice shall be sent to all Members not less than fifteen (15) days nor more than thirty (30) days in advance of any meeting called for the purpose of taking any action authorized under Sections 5 or 7. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty (60%) percent of the votes shall constitute a quorum. If the required quorum is not present at any meeting, another meeting may be called for the same purpose, subject to the same notice requirement, and the required quorum at the subsequent meetings shall be one-half (1/2) of the required quorum at the preceding meeting. At such subsequent meeting at which the requisite quorum be represented, any business may be transacted which might have been transacted at the meeting as if held on the original date. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 9. Annual Assessments Due Date: The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period and determine whether the annual assessment will be payable on a monthly,

quarterly, semi-annual or annual basis. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Association's Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 10. Effect of Nonpayment of Assessments; Remedies of Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate permitted by law. The Association may bring an action against the Owners personally obligated to pay the same or foreclose the lien against the Lot. No Owner may waive or otherwise avoid liability for the assessments by non-use of the Park Areas, Conservation Areas, other Association facilities or abandonment of his/her Lot.

Section 11. Exempt Property: All Park Areas and all other property exempt from taxation by state or local governments or dedicated for public use shall be exempt from the assessment, charge and lien created herein.

Section 12. Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and to any other contractual lien as to Lots owned by Declarant. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien, but not the obligation of the Owner at the time of the assessment for payment of such assessments, as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot Owner, including a mortgagee or purchaser at foreclosure, from liability for any assessment becoming due after such sale or from the lien thereof.

Section 13. Liability of Board Members. Neither any member of the Association, Board of Directors nor the Declarant shall be personally liable to any Owner or to any other party, for the damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the Board of Directors, the Declarant or any other representatives or employees of the Association.

VI. ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee: No building, fence, wall, Residential Deck, patio, swimming pool, outbuilding, Observation Deck, dock or other structure, landscaping or exterior improvement (including mailboxes) shall be commenced, erected or maintained on any Lot, nor shall any exterior addition to or change or alteration therein or change in the exterior appearance thereof or change in landscaping be made until the plans and specifications showing the kind, size, shape, height, colors, materials, topography and location of the same on the Lot shall have been submitted to and approved in writing by an architectural control committee (the "Architectural Control Committee"). The Architectural Control Committee shall be composed of up to three (3) persons appointed by Declarant, who retains the sole right to appoint and remove members of the Architectural Control Committee. Architectural Control Committee members are not required to be Members of the Association. Each member of the Architectural Control Committee shall serve until he/she resigns or is replaced by Declarant with a subsequent appointee. The Declarant may delegate or assign its power of appointment of Architectural Control Committee members to its successors, assigns or the Association, but the Architectural Control Committee, if appointed by the Association, shall consist of three (3) members.

Section 2. Approval Powers: The primary purpose for providing for architectural control is to ensure the proper and harmonious development of the Subdivisions in order to maximize the aesthetic beauty of the Subdivisions and their blending with the surrounding area. To this end, the Architectural Control Committee shall have broad discretion to determine what dwellings, fences, walls, landscaping, hedges or other structures will enhance the aesthetic beauty and desirability of the Subdivisions, or otherwise further or be consistent with the purpose of any

restrictions and which will detract from those objectives. In no event shall either Declarant or the Architectural Control Committee have any liability whatsoever to anyone for their approval or disapproval of plans, drawings, specifications, elevations or the dwellings, fences, walls, hedges or other structures subject thereto, whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty or otherwise. By way of example, neither Declarant nor the Architectural Control Committee shall have liability to anyone for approval of plans, specifications, structures or the like which are not in conformity with the provisions of this Declaration, or for disapproving plans, specification, structure or the like which are or arguably are in conformity with the provisions of this Declaration.

Section 3. Fees: At the closing of each Lot purchased from Declarant, the purchaser shall reimburse Declarant any out-of-pocket expenses, up to the sum of Two Hundred Fifty (\$250.00) Dollars, incurred or reasonably to be incurred to defray the costs of architectural control activities. Neither Declarant nor the Architectural Control Committee need hold any amounts so paid in escrow or separate them in any manner, although records shall be maintained with respect to how the amounts in the fund are applied. The fund shall be used to defray the reasonable out-of-pocket costs of Declarant or the Architectural Control Committee with respect to architectural control activities, including the cost of having any architect or engineer review any submissions. Neither Declarant nor any member of the Architectural Control Committee shall be compensated from the fund for the time expended in architectural control activities. The Declarant may, in Declarant's sole discretion, agree to waive or defer payment of the architectural control fee to a date determined by Declarant, in its sole discretion. As and when Declarant or the Architectural Control Committee determines that the amount in the fund exceeds the anticipated costs of the future architectural control activities, any excess funds shall be turned over to the Association for its use.

Section 4. Plans and Specifications: Plans and specifications for approval by the Committee shall include the following:

- A. a topographic survey, sealed by a registered professional engineer or registered land surveyor, showing existing and proposed grades at: the curb top; property line; each corner and at fifty (50) foot intervals; the center of the Lot [at fifty (50) foot intervals]; fifty (50) feet off-site [at fifty (50) foot intervals]; brick ledge of adjacent homes; Lot lines; easement lines; existing utilities and structures (hydrant, manholes, catch basins, etc.); and shall show set-back lines, North arrow, scale, benchmark (N.G.V. datum), the locations of all trees in excess of three (3") inches in diameter located between the front Lot line and the rear of the Building Zone, the proposed location of each building or structure and the proposed location of drives, parking areas and all areas of the Lot and adjacent properties which will be affected by the construction process;
- B. complete plans and specifications sufficient to secure a building permit in the Township of Genoa or Hamburg, as applicable, including a dimensioned plot plan showing the Lot, the placement of all improvements with setback dimensions, the applicant's name, address and telephone number, the Lot number, proposed grades for the driveway, brick ledge of the proposed structure and drainage swales, utility services, driveway, drive approach material, drainage arrows, sealed by a registered architect;
- C. front elevation, side elevation and rear elevation of the building, plus elevations of any walls, patios, gazebos, play structures, in-ground pools, hot tubs, jacuzzis, spas, fences, Observation Decks and/or Residential Decks, and any other similar accessory structure, all in sufficient detail to depict accurately all design features of each elevation;
- D. a perspective drawing, if deemed necessary by the Architectural Control Committee, to interpret adequately the exterior design;
- E. specifications setting forth the type and quality of all materials and workmanship and including a detailed finish schedule for all exterior materials, products and finishes, with actual brick, paint, stain and shingle samples;

- F. a landscaping plan showing finished grading, and the size, type and location of plants, seeding, and lighting, and including any patio, Residential Deck or Observation Deck. The landscape design shall be compatible with the existing natural environment of the Subdivisions and the approved landscape design, if any, of all neighboring Lots;
- G. a construction schedule;
- H. one (1) set of blueprints to be left with the Architectural Control Committee until construction is completed; and
- I. any other data, drawings or materials which the Architectural Control Committee requests in order to fulfill its function.

Section 5. Compliance with Building and Use Restrictions: No approval by the Architectural Control Committee shall be valid if the structure or improvement violates any of the restrictions set forth in Articles VII or VIII of this Declaration, except in cases where waivers have been granted as provided for in the said Articles.

Section 6. Disapproval of Plans or Improvements: Refusal of proposed locations, plans, specifications or construction scheduling may be based on any ground, including purely aesthetic considerations. The Architectural Control Committee shall take into account the preservation of trees and the natural setting in passing upon plans, specifications and the like. No alterations in the exterior materials or appearance including stain, paint or roofing colors of any building or structure nor any alteration in the landscaping plans may be made without written approval by the Declarant. One (1) copy of all plans, specifications and related data shall be furnished to the Architectural Control Committee for its records.

Section 7. Approval Time Schedule: In the event the Architectural Control Committee fails to approve or disapprove plans (including requests for modifications to previously approved plans) within thirty (30) days after submission of all the documents required by Article VI, Section 4 above, in the form required in Article VI, Section 4, as evidenced by the Architectural Control Committee's written acknowledgment of a proper and complete submission, then such approval will not be required, but all other limitations, conditions and restrictions set forth in the Declaration shall apply and remain in force as to such plans and any construction carried out pursuant thereto.

Section 8. Committee Approval: Architectural Control Committee approval shall be deemed given if the plans and specifications submitted for approval are marked or stamped as having been finally approved by the Architectural Control Committee and are dated and signed by any one (1) member of the Architectural Control Committee.

VII. BUILDING AND USE RESTRICTIONS FOR THE SUBDIVISION

Section 1. Use of Lots: All Lots shall be used for single-family residence purposes only. No building of any kind whatsoever shall be erected, re-erected, moved or maintained thereon except one (1) single-family dwelling house and appurtenant attached structures on each Lot constructed in strict accordance with Plans and Specifications approved by the Architectural Control Committee as provided in Article VI. Each such house and appurtenant structure shall also comply with the provisions of this Article VII. Each house shall be designed and erected for occupation by a single private family. A private attached garage for the sole use of the occupants of the Lot upon which the garage is erected must also be erected and maintained. Lessees of any Lot shall be subject to the terms and conditions of this Declaration, the By-Laws and all rules and regulations promulgated pursuant to this Declaration or the By-Laws, all of which shall be incorporated into the lease of any Lot by reference. Any violation of the same by a lessee shall be deemed to be a violation by the lessor-Owner and subject that Owner to the same penalties and sanctions as if the Owner him/herself violated the Declaration, By-Laws or any rules and

regulations.

Section 2. Character and Size of Building: The minimum allowable square footage for a dwelling built on a single level (ranch style) shall be two thousand five hundred (2,500) square feet. In the case of dwellings built on multiple levels, in no case shall the entry level be less than two thousand two hundred (2,200) square feet in Subdivision No. 1, and two thousand (2,000) square feet in Subdivision No. 2, Subdivision No. 3, Subdivision No. 4, Subdivision No. 5 and Subdivision No. 6. All computations of square footage for determination of the permissibility of erection of residences under this Section shall be exclusive of basements (including walk-out basements), attics, garages, porches or similar areas which are not normally classified as living areas. All dwellings in Subdivisions No. 1, No. 2, No. 3 and No. 4 must be a minimum of sixty-five (65) feet in width across the side facing the street, all dwellings in Subdivision No. 5 must be a minimum of sixty (60) feet in width across the side facing the street and all dwellings in Subdivision No. 6 must be a minimum of fifty-five (55) feet in width across the side facing the street. In the event that a dwelling fronts on two (2) streets, the side in which the main entrance is located must be a minimum of sixty-five (65) feet wide in Subdivisions No. 1, No. 2, No. 3 and No. 4 and a minimum of sixty (60) feet in Subdivision No. 5 and a minimum of fifty-five (55) feet in Subdivision No. 6. All garages must be attached to the dwelling. Garage doors shall not face the street on which the residence fronts. In the event that a dwelling fronts on two (2) streets, garage doors may not front on either street. No garage shall provide space for less than two (2) automobiles. Declarant shall have the sole and exclusive authority to determine compliance with the required location of garage doors. If an Owner desires to install a side-entry driveway, such driveway must provide an adequate turning radius and access to the garage and shall be subject to the prior written approval of Declarant, which may be withheld in Declarant's sole discretion.

Section 3. Minimum Yard Requirements: No dwelling, building or other structure shall be placed, erected, altered or located on any Lot nearer to the front, side or rear Lot line than is permitted by the ordinances of the Townships of Genoa or Hamburg, as applicable, in effect at the time of its construction. Furthermore, all dwellings, buildings or other structures shall also meet the following setback requirements:

- A. the front yard setback shall be at least forty (40) feet;
- B. the sideyard setback shall be at least twenty (20) feet per side, and at least forty (40) feet total; and
- C. the rear yard setback shall be at least fifty (50) feet; provided, however, for Lots bordering on Wetlands and streams, the rear yard setback shall be the greater of fifty (50') feet or twenty-five (25') feet from the wetland or watercourse line, except for Lots 48, 49, 57 and 58, which shall have seventy (70') foot setbacks from the ordinary high water mark of Lime Lake Creek.

Lots in the RS-I-C zoning classification in Genoa Township must provide a ninety (90') foot building setback from the ordinary high water mark of Brighton Lake or Lime Lake, as applicable.

Declarant shall have the right (but not any obligation) to permit setbacks less than those established above if in its sole judgment the grade, soil or other physical conditions pertaining to a lot justify such a variance. In the event Declarant grants any variance from these minimum yard requirements, the Owner shall be solely responsible to obtain any necessary approval or variance under the applicable ordinances of Genoa or Hamburg Townships, as applicable.

Approval of a variance by the Declarant and the Township of Genoa or Hamburg, as applicable, permitting front, rear or side yards smaller than the above minimums shall be deemed a valid waiver of this Restriction.

Section 4. Specific Building Restrictions and General Conditions:

- A. Except as provided in Sub-Section B immediately below, the exterior of all buildings must be primarily brick or stone (but no yellow or white brick shall be allowed). No aluminum or vinyl siding or metal windows may be used in any dwelling, building or other structure.
- B. With respect to all dwellings constructed in Subdivision No. 6: (1) the building materials for the front exterior, sides and rear to the bottom of the second floor level shall be limited to brick, stone or wood siding (but no yellow or white brick shall be allowed); (2) any other building materials must be specifically approved by the Declarant or the Architectural Control Committee, as the case may be; (3) no aluminum, vinyl or T-111 siding or metal windows may be used in any dwelling, building or other structure; (4) walkout basements shall be permitted; however, all visible exteriors of the dwelling from grade level to entry level shall be finished in brick; and (5) cinder block, siding of any type, cement or concrete finishes are specifically prohibited for any such grade level to entry level finish.
- C. The exterior of all dwellings and other structures must be completed as soon as practical after construction commences, and in any event within twelve (12) months after the construction of same shall have commenced, except where such completion is impossible or, as determined by the Association, in its sole discretion, would result in great hardship to the Owner or Builder due to strikes, fires, national emergency or natural calamities.
- D. All driveways shall be paved with asphalt or interlocking brick pavers at the date of occupancy; or, if occupancy occurs at a time when the local asphalt plants are closed, any asphalt driveways shall be completed within thirty (30) days of the first date the local asphalt plant opens.
- E. No above ground swimming pools shall be erected or maintained on any Lot.
- F. No fence (except silt fencing used during any period of construction), wall or hedge of any kind shall be erected or maintained on any Lot, without the prior written approval of Declarant. No fence, wall or hedge shall be located nearer to any front Lot line than is permitted for a dwelling under Section 3 above. No fence, wall or hedge shall be maintained or erected which blocks or hinders vision at street intersections. No chain link fences shall be permitted. In the event Declarant permits the erection of any fence, wall or hedge, the Owner shall be solely responsible to obtain any necessary approval or variance under the applicable ordinances of Genoa or Hamburg Township, as applicable.
- G. In Subdivisions No. 1, No. 2, No. 3, No. 4 and No. 5: (1) each chimney must exhaust above the peak of the roof section through which or abutting which such chimney is installed (as applicable) as determined by Declarant; (2) each chimney must be of masonry exterior construction and shall have flues lined through the entire height with standard clay lining or other fire resistant material; and (3) no prefabricated or metal chimneys shall be installed or maintained. In Subdivision No. 6: (A) all chimneys located on the front, side or rear of a dwelling must be of masonry exterior construction its entire height to the foundation footing; provided however, the exterior of a chimney which direct vents through the roof of the dwelling must be finished with a masonry material which matches the primary brick color of the residence; (B) each chimney shall have flues lined through the entire height with fire resistant material; and (C) prefabricated chimneys may be utilized if they are installed on the outside of the dwelling and are finished with masonry from the foundation for their entire height.

Direct venting fireplaces which do not require a chimney may only be installed or maintained within a residence in Subdivisions No. 1, No. 2, No. 3 and No. 4 upon a Lot with venting that penetrates a rear or side wall on the first floor. Direct venting fireplaces which do not require a chimney may only be installed or maintained within a residence in Subdivision No. 5 and Subdivision No. 6 upon a Lot with venting that penetrates a rear or

side wall on the first floor or a rear wall on the second floor. No such direct vented fireplace may be installed with venting which is visible from the street or which vents above the first floor in Subdivisions No. 1, No. 2, No. 3 and No. 4. No such direct vented fireplace may be installed with venting which is visible from the street in Subdivision No. 5 and Subdivision No. 6. All vents must be painted the same color as the exterior of the wall on which they are installed and must be screened by landscaping approved by Declarant to be as unobtrusive as possible and not to be visible from adjacent Lots.

- H. No trash shall be burned on any Lot.
- I. No large trees measuring three (3") inches or more in diameter at ground level may be removed or trimmed without the written approval of Declarant. Prior to commencement of construction, each lot Owner shall submit to Declarant for its written 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 [measuring three (3") inches or more in diameter at ground level] on its Lot, which responsibility includes welling trees, if necessary. Each Lot Owner who plans to cut down any trees three (3") inches or more in diameter or trim any such trees in a manner as to reduce the natural screening provided by such trees, must notify Declarant at least seventy-two (72) hours in advance of any cutting by telephone or letter to arrange an inspection of the trees prior to the tree cutting. Declarant may withhold its consent and approval for the requested cutting or trimming in its sole discretion. In the event of any cutting or trimming of trees in violation of this Section VII.4.I, the violator may, in addition to any other remedy permitted hereunder or under statutory or common law, be required to replace improperly cut trees with healthy native trees and in locations, all as acceptable to Declarant or the Association, as applicable, having an aggregate diameter at ground level equal to the aggregate diameter of all trees which were improperly removed.
- J. All landscaping shall be completed within ninety (90) days of occupancy, weather permitting.
- K. No outside television antenna or other antenna, or aerial, saucer, satellite dish or similar device shall be placed, constructed, altered or maintained on any Lot, unless Declarant determines, in its sole discretion, that the absence of an outside antenna creates substantial hardship with respect to a particular Lot.
- L. Dog kennels or runs or other enclosed shelters for permitted animals must be an integral part of the approved dwelling and must be approved by Declarant and the Township of Genoa as to the location and design of the shelter and fencing. Each Lot Owner must keep any such kennel, shelter or run in a clean and sanitary condition.
- M. No commercial signs, including "for rent", "for sale" and other similar signs, shall be erected or maintained on any Lot except with the written permission of Declarant, or except as may be required by legal proceedings. If such permission is granted, Declarant reserves the right to restrict size, color and content of such signs. Unless otherwise specified by Declarant, any signs permitted by it shall have a black background and gold lettering, and shall not exceed four (4) square feet. All property identification signs, mailboxes, delivery receptacles, yard lights and the like shall be of a standard color, size and style determined by Declarant and shall be erected only in areas designated by Declarant.
- N. No structure of a temporary character shall be placed upon any Lot at any time, provided, however, that this prohibition shall not apply to shelters approved by Declarant and used by a contractor during the construction of Subdivision improvements or a dwelling, although these temporary shelters shall not, at any time, be used as a residence or permitted to remain on the Lot after completion of construction. The prohibition contained in this Section 4.N shall also not apply to temporary structures required to be placed on a Lot for use during construction. Such temporary structures shall be limited to

portable toilets, dumpsters and silt fences, placement of which on a Lot shall require prior written approval of Declarant.

- O. No mobile home, trailer, house or camping trailer, tent, shack, tool storage shed, barn, tree house or other similar outbuilding or structure shall be placed on any Lot at any time, either temporarily or permanently. Plans for all swimming or bath houses must be specifically approved by the Architectural Control Committee, in the manner described in Article VI.
- P. Trailers, trucks, boats, aircraft, commercial vehicles, campers or other recreational vehicles, or other vehicles except passenger cars and passenger vans, shall not be parked or maintained on any Lot unless in a suitable private garage which is built in accordance with the restrictions set forth herein.
- Q. No animals (except household pets) or fowl shall be kept or maintained on any Lot, and household pets shall be confined to the Lot. Pets causing a nuisance or destruction shall be restrained. No farm animals, livestock or wild animals shall be kept, bred or harbored on any Lot, nor shall animals be kept or bred for commercial purposes.
- R. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such Lot which shall tend to decrease the beauty of the neighborhood as a whole or any specific area.
- S. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any animals or device or thing of any sort 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 property in the neighborhood.
- T. Declarant reserves for itself, the Association and their agents the right to enter upon any Lot for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of Declarant or the Association detracts from the overall beauty, setting and safety of the Subdivisions. Such entrance for the purpose of mowing, cutting, clearing and pruning shall not be deemed a trespass. Declarant, the Association and their agents may likewise enter upon such land to remove any trash which has collected on a Lot without such entrance and removal being deemed a trespass. The cost of trash or branch collection and removal shall be assessed to the Owner. Neither the Declarant nor the Association shall be under any obligation to take such affirmative action. Declarant or the Association shall provide the Owner seventy-two (72) hours notice prior to entry on the Lot, except in the event of emergency threatening health or safety, in which case no prior notice shall be necessary. Any costs incurred in such action by Declarant or Association shall be chargeable against the Owner and shall constitute a lien against the Lot, enforceable as provided in Article V.
- U. A Dock Privilege Owner may construct only one (1) dock of a standard design to be provided by the Architectural Control Committee. No boathouse or shed of any kind shall be built on or adjoining any Lot. Dock Privilege Owners shall be allowed to maintain a maximum of two (2) boats at their Lot, which boats must both be non-motorized, or one of which may be powered by a small, electric motor and the other of which must be non-motorized. Boats must be docked in a manner and a location approved by the Architectural Control Committee, which shall provide Dock Privilege Owners with information and restrictions regarding the construction of an approved dock. No boat houses may be constructed on any Lot. All boats shall be stored, docked or otherwise maintained solely and completely within the limits of the boundary of the Lot of the boat owner (assuming the Lot line extends into Brighton Lake).
- V. No lawn area located in a Lot or portion thereof may be fertilized with any compound

which contains the nutrient phosphorous, unless a soil test, submitted to and approved by the Association, discloses a material phosphorous deficiency.

- W. In the event of a water shortage, or if the Association determines there is a reasonable possibility that the Township of Genoa will become entitled to impose water rate surcharges or penalties due to the extent of water consumption at the Subdivisions or Pine Creek Ridge, the Association may impose regulations limiting water usage or requiring the installation of specified water saving devices in all residences within the Subdivisions. All Owners shall promptly comply with any such regulation. No Owner may utilize water at a Lot in a manner inconsistent with the Association's regulations adopted pursuant to this Section VII.4.W.
- X. No laundry shall be hung for drying out of doors on any Lot.
- Y. Any debris resulting from the construction and/or the destruction, in whole or in part, of any dwelling, building or improvements on any Lot shall be removed within forty-eight (48) hours in order to preserve the sightly condition of the Subdivisions.
- Z. The grade, slope and/or contour of any Lot or Lots may not be changed without the written consent of Declarant. This restriction is intended to prevent interference with the master drainage plan, stability of slopes and contours established by Declarant.
- AA. With respect to Subdivision Nos. 1-5, inclusive, no outside compressors for central air conditioning units or other similar machinery may be located other than in the rear yard of the Lot and within five (5) feet of the rear wall of the residence and shall not project past the side walls of said residence so as to extend into either side yard. With respect to Subdivision No. 6, no outside compressor for central air conditioning units or other similar machinery shall be located other than in the side yard or rear yard of the Lot, and within five (5') feet of the wall of the residence. If a compressor or similar machinery is located in a side yard in Subdivision No. 6, it (and any screening) shall not project into the front yard setback. Any such air conditioning units or similar machinery in any of the Subdivisions must be concealed from public view by landscaping material or other architectural structure approved by Declarant. No "through the wall" air conditioners may be installed on the front or side wall of any building on a Lot.
- BB. The type, style and location of all basketball backboards shall be approved by the Architectural Control Committee prior to installation. To be approved, basketball backboards must be located as unobtrusively as possible rearward of the front elevation of the residence, given the topography of the lot in question and the location of the improvements thereon, as determined in the sole discretion of the Architectural Control Committee. All backboards shall be mounted on poles, which shall be black in color. Backboards must be made of clear, uncolored lucite without graphics. The Architectural Control Committee may, in its discretion, require landscaping to screen the view of the basketball backboard and/or related playing surface from the roadway and/or adjacent Lots.
- CC. No Owner shall use or shall permit or suffer an occupant of a Lot, or any of the Owner's invitees or guests, to use any B-B guns, firearms, air rifles, pellet guns, bow and arrow, sling shot, or any weapon of any kind in the Subdivisions or Pine Creek Ridge.
- DD. No Owner shall lease and/or sublet less than the whole of any dwelling located on a Lot nor shall any Owner lease more than one residence within the Subdivisions.
- EE. No part of a Residence or other structure located on a Lot shall be used for commercial purposes.
- FF. The type and style of mailbox used shall be subject to the approval of the Architectural Control Committee prior to installation.

- GG. There shall be established an Art Review Committee which shall initially be comprised of Declarant and one Owner from each one of Subdivision No. 1, No. 2, No. 3, No. 4 No. 5 and No. 6 which Owners Declarant shall select. Within one year from the date of the recording of the Phase 5 Plat, Declarant shall assign its rights to serve on the Art Review Committee, and to select the other members of the Art Review Committee, to the Association. Upon such assignment, the Association shall assume the duties and rights of Declarant, including the right to select one Owner from each Subdivision to serve on the Art Review Committee.

Lawn ornaments, sculptures and statuary (“Lawn Art”) may be permitted on a Lot outside of the residence, though no absolute right to install such Lawn Art exists. If an Owner installs Lawn Art and the Art Review Committee receives a complaint about the Lawn Art from another Owner, the Art Review Committee may, though it shall not be required to, order removal, relocation or screening of the Lawn Art. The affected Owner shall comply with the order of the Art Review Committee.

Section 5. Shorelands and Wetlands Restrictions:

- A. Shorelands are defined as lands between the ordinary high water mark of Brighton Lake [nine hundred and three-tenths (900.3') feet above mean sea level N.G.V. datum], and the lakeward line of the Building Envelope (defined in Section VII.5.D. below) extended to the Lot's edges of each of Lots 27-42, inclusive, and Lots 110-138, inclusive, and Lots 245-254, inclusive and the ordinary high water mark of Lime Lake [eight hundred ninety-eight (898.0) feet above sea level N.G.V. datum] Lots 160 - 163 inclusive.
1. A setback of ninety (90') feet from the ordinary high water mark to the nearest part of a building or structure on a Lot including Shorelands shall be required for all buildings and structures, except boat docks (where elsewhere specifically permitted in this Declaration) and except for specific Lots that were granted waivers in the PUD Zone approved for the Subdivisions.
 2.
 - a. Dock Privilege Owners shall maintain a natural vegetative buffer of trees and shrubs adjacent to Brighton Lake and Lime Lake within the Shorelands which is the entire width of the applicable Lot at the traverse line and a depth which is the lesser of seventy (70) feet or the distance between the traverse line and the lakeward edge of the Building Envelope. Within the vegetative buffer strip, no more than twenty (20%) percent of the Lot's lake frontage, but no more than twenty (20) feet wide in total, may be cleared of trees and shrubs to afford lake access, provided such clearing does not cause excessive erosion and sedimentation of Brighton Lake or Lime Lake or the lakeshore. The cleared area must be landscaped according to plans that are submitted to and approved by the Architectural Review Committee pursuant to Article VI which may grant or deny approval in its sole discretion. The lake access and landscaping of the cleared area must (i) substantially incorporate naturally occurring materials such as vegetative ground cover, sand, native plant materials and the like; and (ii) be compatible with the existing natural environment as defined by the Architectural Review Committee.
 - b. The tree and shrubbery cutting restrictions outlined herein shall not apply to the removal of poisonous, dead, diseased or dying trees and shrubs, so long as the removed material is replaced with native plant materials.
 3. The construction of a canal, channel or any artificial waterway to provide lake access privileges to Landbound Lots is specifically prohibited.

- B. Wetlands are that portion of the Subdivisions characterized by hydric soils and the presence of water at a frequency and duration sufficient to support wetland vegetation or aquatic vegetation. Wetlands are graphically depicted on the Plats. All Wetlands are to be maintained and preserved in a natural state. A permanent Conservation Easement has been granted to preserve and protect designated Wetlands. In designated Wetlands, there shall be no change in grade, no change in vegetation, no filling or dredging, and no excavation without first obtaining all applicable wetlands permits from the Michigan Department of Environmental Quality and the explicit, written authorization of the Pine Creek Conservancy.
- C. Wetland Fringe Zones are defined as lands located between the boundary of the Wetlands closest to the Building Envelope and the edge of the Building Envelope closest to the Wetlands.
1.
 - a. No residence or other structure may be located within the Wetland Fringe Zone, except that upon compliance with the Genoa Township ordinances, Residential Decks, gazebos, patios or similar structures approved under Article VI above may be constructed within the Wetland Fringe Zone.
 - b. Except as provided in Section C.1.a immediately above, each Lot Owner shall maintain the Wetland Fringe Zone as a natural vegetative buffer strip. Within the vegetative buffer strip, no more than an aggregate of ten (10') feet for each one hundred (100') feet of frontage within the Wetland Fringe Zone shall be cleared of vegetation provided excessive erosion and sedimentation does not occur. Notwithstanding the foregoing to the contrary, the cleared area in the Wetland Fringe Zone in any Lot in Subdivision No. 4 shall not exceed thirty (30) lineal feet of frontage in the aggregate.
 - c. The tree and shrubbery cutting restrictions outlined herein shall not apply to the removal of poisonous, dead, diseased or dying trees and shrubs, so long as the material removed is replaced with native plant materials.
 - d. The Owners of Lots 126 and 134-137 may, subject to the approval of Genoa Township and the approval required under Article VI above, construct Residential Decks, patios, gazebos or similar structures in upland areas located between the shore of Brighton Lake and the Wetland boundary line at approximately 907 (N.G.V. datum) or, in the case of Lot 126, at approximately 904 (N.G.V. datum).
 2. The construction of a canal, channel or artificial waterway within a Wetland or a Wetland Fringe Zone or an area abutting a Wetland or Wetland Fringe Zone is specifically forbidden.
- D. Building Envelopes for each Lot are defined as the building zones shown on **Exhibit D** attached hereto.
1. No residence or other structure may be constructed on a Lot outside of the Building Envelope, except, however, that Residential Decks, gazebos, patios or other similar structures may be constructed within that portion of the Wetland Fringe Zone closest to the edge of the Building Envelope.
 2. The areas of each Lot outside of the Building Envelope shall, except as otherwise provided in this Declaration, be maintained in trees, shrubs or its natural state.
 3. No trees which exceed three (3") inches in diameter at ground level shall be

removed or cut from any Lot for purpose other than clearing the actual building site, nor shall any Owner take any action likely to cause damage or destruction to any tree on any Lot, and only with approval of Architectural Control Committee.

4. The tree and shrubbery cutting restrictions outlined herein shall not apply to the removal of poisonous, dead, diseased or dying trees or shrubs, so long as the removed material is replaced with native plant materials.
- E. The Owner of any Lot which contains Wetlands shall, in addition to obtaining the approval of Declarant as required in Article VI for any construction, and otherwise complying with the requirements of this Declaration, obtain the permission of the Michigan Department of Environmental Quality for any activity within, over, across or under the Wetlands. Nothing in this Declaration shall be construed to limit the authority of the Michigan Department of Environmental Quality to regulate Wetlands under applicable law or regulation, or to excuse any Lot Owner from complying with applicable laws or regulations or to treat the approval of Declarant of any activity of a Lot Owner as the equivalent of or as substitute for any required approval of the Michigan Department of Environmental Quality.
- F. No dock shall be erected on Lot 114 or any portion of Brighton Lake which allows dock service/privileges for Lot 114. No dock shall be erected on Lot 152 or any portion of Lime Lake Creek which allows dock service/privileges for Lot 152. Lots 114 and 152 shall otherwise have all of the rights and obligations of a Lot owned by a Dock Privilege Owner.

Section 6. Grading on Lots 81-95: To preserve natural drainage in the ecologically sensitive, wooded areas at the rear of Lots 81-95, inclusive:

- A. all finish grades at Lots 81-95 shall be installed and thereafter at all times be maintained to assure positive, uninterrupted drainage flow across the rear of Lots 81-95 as indicated on the grading plan prepared by Giffels-Webster Engineers, Inc., Job No. 12490.10, last revised May 4, 1994 (the "Grading Plan"). A copy of the Grading Plan will be maintained at the office of the Association where it will be available for inspection by Owners and their contractors; and
- B. rear yard grades of Lots 81-95 shall remain undisturbed to protect the existing stand of trees located in the rear yards of Lots 81-95.

Nothing in this Section VII.6 shall relieve any Owner from the obligation to obtain the approval of the Declarant or Architectural Control Committee otherwise required under this Declaration.

Section 7. Grading on Lots 141-151: To assure appropriate drainage in an ecologically sensitive area adjacent to property of the Brighton Board of Education:

- A. All finish grades at Lots 141-151, inclusive, shall be installed, and thereafter at all times be maintained to assure positive, uninterrupted drainage flow across the rear of Lots 141-151, inclusive, as indicated on the grading plan prepared by Giffels-Webster Engineers, Inc., Job No. 12490.10, last revised June 30, 1995 (the "Grading Plan A"). A copy of the Grading Plan will be maintained at the offices of the Association where it will be available for inspection by Owners and their contractors; and
- B. nothing in this Section VII.7 shall relieve any Owner from the obligation to obtain approval of the Declarant or Architectural Control Committee otherwise required under this Declaration.

Section 8. Grading on Lots 164 - 174: To assure appropriate drainage at the rear of Lots 164-174, inclusive:

- A. All finish grades at Lots 164-174, inclusive, shall be installed, and thereafter at all times be maintained, to assure positive, uninterrupted drainage flow across the rear of Lots 164-174, inclusive, as indicated on the grading plan prepared by Giffels-Webster Engineers, Inc., Job No. 12490.03, last revised June 30, 1997 (the "Grading Plan B"). A copy of Grading Plan B will be maintained at the offices of the Association where it will be available for inspection by Owners and their contractors; and
- B. nothing in this Section VII.8 shall relieve any Owner from the obligation to obtain approval of the Declarant or Architectural Control Committee otherwise required under this Declaration.

Section 9. Vehicular Access Restrictions:

- A. No direct vehicular access to Bauer Road shall be permitted from any of Lots 163-166, 168-175 and 217-219, inclusive.
- B. The driveways for Lots 163 and 164 shall face onto River Ridge Drive. The driveways for Lots 174 and 175 shall face onto either Forest Way or Wyndam Lane.

Section 10. Landscape Restrictions for Lots 164 -166, 168-175, inclusive, and a portion of Lot 163: To preserve the screening provided by the earthen berm situated along the length of Bauer Road (the "Berm") to the rear of Lots 164-166 and 168-175, inclusive, and a portion of Lot 163, and plantings, if any, located on the Berm:

- A. any Owner of Lots 163-166, and 168-175, inclusive, who plans to cut, trim, plant or otherwise alter any of the structure or contours of the Berm or the plantings thereon, must first obtain the written approval of Declarant, which approval may be withheld in Declarant's sole discretion; and
- B. nothing in this Section VII.10 shall relieve any Owner from the obligation to obtain approval of the Declarant or Architectural Control Committee otherwise required under this Declaration.

Section 11. Pine Creek Ridge No. 6 Drain Drainage District and Grading on Lots 220 through 269, inclusive:

- A. Attached hereto as **Exhibit E** is a copy of the Agreement for the Establishment of a County Drain and Drainage District ("Agreement"), establishing the Pine Creek Ridge No. 6 Drain Drainage District ("Drainage District"), pursuant to Section 433 of Act No. 40 of the Public Acts of 1956, as amended. The Agreement is recorded in Liber 2829, Pages 0929 through 0936, inclusive, Livingston County Register of Deeds.
- B. Declarant hereby declares and grants easements in favor of the Drainage District and the Livingston County Drain Commissioner (the "Drain Commissioner") over all Lots and Park Areas for the purpose of maintenance and improvement of the storm water drainage system and detention areas, all as designated on the Phase 6 Plat (the "Easement Areas"). The Drain Commissioner shall have the right to sell, assign, convey or transfer the foregoing easements to any governmental unit. The Drain Commissioner, and his or her agents, contractors and designated representatives shall have the right of access and entry upon and over the Easement Areas for the sole purpose of carrying out the obligations of the Drain Commissioner pursuant to the Agreement.

No Lot Owner shall install or maintain any dwelling or other structure within any Easement Areas which may be located upon such Lot Owner's property. No Lot Owner shall install landscaping materials or fencing (where permitted) within any of the Easement Areas in such as way as to obstruct, or impair, hinder or interfere in a material

way with the drainage plan of the Drainage District. The intent of this restriction is to assure positive uninterrupted drainage in accordance with the master drainage plan. All Lot Owners shall release and hold harmless the Drain Commissioner and his or her successors, assigns or transferees from any and all claims to damages arising from or incidental to the maintenance and improvement of the Drain or otherwise arising or incidental to the exercise by the Drain Commissioner of his rights under the easements granted herein, except for any damages or liability arising out of the negligence or wilful misconduct of the Drain Commissioner or its agents.

- C. All costs relating to the maintenance and improvements of the Pine Creek Ridge No. 6 Drain shall be borne by the Drainage District, and assessed to the Lot Owners pursuant to Act No. 40 of the Public Acts of 1956, as amended, being MCLA § 230.1 *et seq.*
- D. All finish grades at Lots 220 through 269, inclusive, shall be installed and thereafter at all times shall be maintained to assure positive uninterrupted drainage flow across the rear of Lots 220 through 269, inclusive, as indicated on the grading plan prepared by Giffels-Webster Engineers, Inc., Job No. 12490.66, last revised December 21, 2000 ("Grading Plan C"). A copy of Grading Plan C will be maintained at the offices of the Association and/or the Genoa Township Manager's Office where it will be available for inspection by Owners and their Contractors.
- E. Any deviation from the minimum house finish grades for Lots 220 through 269, inclusive, from that shown in Grading Plan C shall be subject to the submission to the Declarant and the Architectural Control Committee of newly written plans (the "Change Plans") prepared by a licensed professional engineer engaged by the Owner wishing to deviate from the minimum finish grade for such Owner's Lot. The Change Plans shall show the newly proposed minimum house finish grades, in addition to all other requirements specified in Article VI, Section 4 herein. The Change Plans shall be subject to the review and approval of the Declarant and the Architectural Control Committee, pursuant to the powers granted in Article VI herein. In connection with the foregoing approval process, Declarant and the Architectural Control Committee shall ascertain that the proposed deviation will not obstruct or impair, hinder or interfere in any material way with the master drainage plan of the Drainage District, and that the proposed change will be installed and maintained to assure positive uninterrupted drainage flow within the Drainage District.
- F. Nothing in this Section VII.11 shall operate to relieve any Owner from the obligation to obtain approval of the Declarant or Architectural Control Committee otherwise required under this Declaration.

VIII. RESTRICTIONS ON THE USE OF PARK AREAS AND CONSERVATION AREAS

Section 1. Litter and Pollution: No Owner shall throw or allow to accumulate on his/her or any other Lot, the Park Areas or the Conservation Areas, trash, refuse, or rubbish of any kind. No Owner shall dump or otherwise dispose of chemicals, motor oil, paint, gasoline or petroleum distillates in, over or within the Subdivisions or the sanitary or storm sewer drains or in the Wetlands, Wetland Fringe Zones or Shorelands.

Section 2. Liability: The Association shall maintain liability and hazard insurance in sufficient amounts for the purpose of protecting itself as well as the Owners, the Declarant and Builders from the burden of any liability resulting from accidents which may cause death or injury to anyone or damage or casualty to personal property while in the Park Area, those portions of the Conservation Areas maintained by the Association or on any property under the jurisdiction or control of the Association.

Section 3. Published Rules: Declarant reserves the right to publish from time to time reasonable rules and regulations consistent herewith governing the use of the Park Areas, the

Restricted Dam Area, the Conservation Areas, as well as any other matter relating thereto. The Declarant may delegate or assign this right to its successors or the Association.

IX. EXEMPTION OF DECLARANT

Nothing in these Restrictions shall limit the right of Declarant to complete excavation, grading and construction of improvements to any property, including Park Areas, within the Subdivisions, or the right to use any structure within any one or more of the Subdivisions as a model home or real estate sales or leasing office (which right shall continue so long as any Lot or any parcel of land which may be annexed to this Declaration as provided in Article XII, Section 4, is owned by Declarant), or to alter the foregoing, or the right of Declarant to erect and maintain trailers, tents and other facilities in connection with an exhibition of model homes open to the public, or to construct such additional improvements or facilities as Declarant deems advisable in the course of development of the Subdivisions, so long as any Lot remains unsold. Declarant need not seek or obtain architectural approval of any improvement constructed or placed by Declarant on any property in the Subdivisions owned by Declarant and, as to itself, may deviate from or waive, in its sole discretion, all or any of the covenants and restrictions set forth herein.

X. FLOOD PLAIN

The flood plain elevation as established by the Michigan Department of Environmental Quality is set forth on the Plats. The flood plain elevation for Brighton Lake is 901.9 (N.G.V. datum). The flood plan elevation for Lime Lake is 900.5 (N.G.V. datum). The flood plan elevation for South Ore Creek varies from 890.2 to 884.6 (N.G.V. datum) in Subdivision No. 1, varies from 884.6 to 879.5 (N.G.V. datum) in Subdivision No. 5, and varies from 890.2 to 884.6 (N.G.V. datum) in Subdivision No. 6. The flood plain elevation for Lime Lake Creek varies from 899.3 to 884.6 (N.G.V. datum) in Subdivision No. 1, varies from 899.3 to 886.0 (N.G.V. datum) in Subdivision No. 2, varies from 900.2 to 899.9 (N.G.V. datum) in Subdivision No. 3, varies from 886.0 to 884.6 (N.G.V. datum) and 900.5 to 899.9 (N.G.V. datum) in Subdivision No. 5 and varies from 884.6 to 877.8 (N.G.V. datum) in Subdivision No. 6. No building or structure shall be erected within the limits of the flood plain. No filling of or occupation of any flood plain area shall take place without the prior written approval of the Michigan Department of Environmental Quality. Any building used or capable of being used for residential purposes within or affected by the flood plain shall:

- A. have lower floors, excluding basements, not lower than the elevation of the contour defining the flood plain limits;
- B. have openings into the basement not lower than the elevation of the contour defining flood plain limits;
- C. have basement walls and floors, if below the elevation defining the flood plain limits, which are watertight and designed to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the flood plain limits following methods and procedures outlined in chapter 5 for Type A construction and chapter 6 for Class I loads found in the publication entitled "Flood Proofing Regulations", E.P. 1165 2 314, prepared by the office of the Chief of Engineers, United States Army, Washington, DC, June, 1972. This document is available, at no cost, from the Department of Natural Resources, Land and Water Management Division, Steven T. Mason Building, P.O. Box 30028, Lansing, Michigan 48909, or the Department of the Army, Corps of Engineers, Publications Depot, 890 South Pickett, Alexandria, Virginia 22304;
- D. be equipped with a positive means of preventing sewer backup from sewer lines and drains which serve the building; and
- E. be properly anchored to prevent floatation.

Notwithstanding anything in this Declaration to the contrary, including the provisions of Article XIII, the term of this Article X shall be perpetual and the provisions of this Article X shall not be amended or modified except upon the prior written consent of the Michigan Department of Environmental Quality or its successor.

XI. RULES AND REGULATIONS

The Association, acting through its Board of Directors, shall have the power to adopt, amend and repeal Rules and Regulations restricting and regulating the use of the Conservation Areas, Park Areas and the Entrances of the Subdivisions and the use and consumption of water and sanitary sewer services by Owners and restricting and regulating the use and enjoyment of the Conservation Areas and the Park Areas and facilities located thereon, including, without limitation, swimming and boating areas, changing houses and other community facilities. The Rules and Regulations may supplement, but may not be inconsistent with, the provisions of this Declaration. The Subdivisions shall be occupied and used in compliance with the Rules and Regulations. Copies of the Rules and Regulations shall be furnished by the Association to each Owner upon request. Changes to the Rules and Regulations shall be made available to the Owners prior to the time when the same shall become effective and copies thereof shall be provided to each Member upon adoption. The Association can grant exceptions to the Rules and Regulations upon a showing of good cause. The Rules and Regulations may provide for remedial action against any Owner who violates them. By way of illustration and not of limitation, violation of the water consumption regulations may result in surcharges and, with the agreement of the Township of Genoa, restriction of access to water supply.

XII GENERAL PROVISIONS

Section 1. Enforcement: Declarant, Association or any Owner shall have the right to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of Declarant, Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed an estoppel or a waiver of the right to do so thereafter.

Section 2. Severability: Invalidation of any one of these easements, covenants, restrictions or conditions by judgment or court order shall not affect any other provisions which remaining provision shall continue in full force and effect.

Section 3. Amendment: The covenants, restrictions and conditions of this Declaration shall run with and bind the land for a term of twenty (20) years from the later of the date this Fifth Amended and Restated Declaration is recorded or the date of the last amendment to this Declaration which encompasses all residential lots within Pine Creek Ridge, after which time they shall be automatically extended for successive periods of ten (10) years. Except as provided in Article X, the Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than eighty (80%) percent of the Owners and Declarant, if Declarant owns a Lot, and thereafter by an instrument signed by not less than seventy (70%) percent of the Owners, except that amendments made by Declarant for the purpose of adding Lots, Park Areas, Conservation Areas or other land to the Subdivisions and/or making this Declaration apply to such land shall not require the vote or signature of any Owners, the Association or any Members thereof. Any amendment must be recorded with the Livingston County Register of Deeds before the amendment becomes effective.

Section 4. Annexation of Additional Lots, Conservation Areas, Park Areas and Other Lands: Declarant reserves the right at any time, or times, in the future to amend this Declaration by adding to it one or more additional areas of land in Pine Creek Ridge hereafter developed or platted by Declarant or its successors or assigns. Such additional land may or may not contain Park Areas, Wetlands, Wetland Fringe Zones, Shorelands, Conservation Areas, Dock Privilege Owners or Building Zones; but if any such areas exist, as shown on the plat for the additional land, or by Declaration of Declarant, such areas shall be subject to all of the benefits, burdens,

terms and conditions of this Declaration in respect of the applicable zone or area. Any such amendment(s) to this Declaration shall provide that the Owners of all residential lots added in the future shall be required to be Members of the Association and shall be subject to the covenants, restrictions, easements, charges and liens set forth herein (and such other or different additional provisions/requirements as Declarant shall desire). Such amendment(s) shall also provide that the Park Areas, Conservation Areas and other common areas contained within the Subdivisions and all future subdivisions shall be for the use and benefit of all Owners of Lots and all lots added hereto. Additional lots and park areas may be annexed to the Association by Declarant without the consent or approval of the Association or any of its Members or any Owner. Annexation by action of the Association shall require the consent of Declarant and two-thirds (2/3rds) of the Members present and voting at a meeting called for that purpose at which a quorum is present. Declarant may effectuate the annexation of additional areas, by recording an amendment to this Declaration of Easements, Covenants and Restrictions, or by recording an Amended and Restated Declaration of Easements, Covenants and Restrictions which shall describe the annexed areas and make such other changes as shall be reasonably required to carry out the intent of the annexation.

Section 5. Assignment or Transfer of Rights and Powers: Except as expressly limited by the Declaration, the Declarant reserves the right to assign to the Association, in whole or in part, from time to time, any or all of the rights, powers, titles and estates hereby reserved or given to Declarant, including the right and power to approve or disapprove any use, act, proposed action, or any other matter or thing. Any such assignment or transfer shall be made by appropriate instrument, in writing, and such assignee shall thereupon have the same rights and powers, and be subject to the same obligations and duties as herein given, reserved to and assumed by Declarant in connection with the rights and powers so assigned, and such instrument when executed by such assignee shall without further act, release Declarant from all obligations, duties and liabilities in connection therewith.

Section 6. Appointment of Declarant as Attorney-in-Fact: All Owners, their successors and assigns and the additional signatories hereby irrevocably appoint Declarant as their agent and attorney-in-fact for the purpose of executing any document necessary to allow Declarant to do anything which Declarant is entitled to do under the terms of this Declaration.

Section 7. Declarant's Right to Waive or Amend Restrictions: Notwithstanding anything contained in this Declaration to the contrary, Declarant reserves the right to waive any restriction or requirement contained in this Declaration if in Declarant's sole discretion it is appropriate in order to maintain the atmosphere, architectural harmony, appearance and value of the Subdivisions or would be desirable for some other reason. The approval of any site plan, landscaping plan or construction plan by Declarant and the waiver of any restriction by Declarant in connection with any site plan, landscaping plan or construction plan shall not be deemed to be a warranty, representation or covenant that the plan complies with any law, ordinance or regulation. Any obligation or duty to ascertain any such non-conformities or to advise the Owner or any other person of the same (even if known) is hereby disclaimed. THE OWNER OF EACH LOT SHALL BEAR RESPONSIBILITY FOR COMPLIANCE WITH ALL SUCH LAWS AND ORDINANCES. In reviewing and passing upon the plans, drawings, specifications, submissions and other matters to be approved or waived by Declarant, Declarant intends to insure that the dwellings and other features embodied or reflected therein meet the requirements contained in this Declaration; however, Declarant reserves the right to waive or modify these restrictions and requirements. In addition to determining that all dwellings comply with the requirements and restrictions of this Declaration, Declarant (or the Association to the extent approval powers are assigned to it by the Declarant) shall have the right to base its approval or disapproval of any plans, drawings, specifications, submissions or other matters on such other factors, including completely aesthetic considerations as the Declarant (or the Association to the extent it has been assigned the rights and responsibilities of Declarant) in its sole discretion may determine appropriate or pertinent. In no event shall either the Declarant (or the agents, partners, employees or consultants thereof) or the Association have any liability whatsoever to anyone for any act or omission contemplated by this Declaration, including without limitation, the approval or disapproval of plans, drawings, specifications, elevations of the dwellings, fences, walls,

Laura C. Ragold, Atty.
Barris, Sott, Denn & Driker, P.L.L.C.
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CONSENT OF MORTGAGEE

MICHIGAN NATIONAL BANK, a national banking association, whose address is 800 First National Building, 201 South Main Street, Ann Arbor, Michigan 48107, mortgagee of Subdivision No. 5 pursuant to a Mortgage recorded at Liber 2215, Pages 0719-0737, Livingston County Records, hereby consents to the foregoing Fifth Amended and Restated Declaration of Easements, Covenants and Restrictions and agrees that its Mortgages shall be subordinate and subject to the foregoing Fifth Amended and Restated Declaration of Easements, Covenants and Restrictions.

WITNESSES:

MICHIGAN NATIONAL BANK, a national banking association

BY _____

PHILIP STINSON
Its _____

STATE OF MICHIGAN)
) SS
COUNTY OF)

The foregoing was acknowledged before me this ___ day of _____, 2001, by PHILIP STINSON, _____ of MICHIGAN NATIONAL BANK, a national banking association, on behalf of said association.

Notary Public, County, MI
My Commission Expires:

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CONSENT OF MORTGAGEE

NATIONAL CITY BANK OF MICHIGAN/ILLINOIS, a national banking corporation, whose address is 1001 South Worth, Birmingham, Michigan 48009, mortgagee of Pine Creek Ridge Subdivision No. 6 pursuant to a Mortgage recorded at Liber 2787, Page 458, Livingston County Records, and holder of an Assignment of Developer's Rights affecting Subdivision No. 6 recorded in Liber _____, Page _____, Livingston County Records, hereby consents to the foregoing Fifth Amended and Restated Declaration of Easements, Covenants and Restrictions and agrees that its Mortgages shall be subject to

267.00 feet, central angle of 13°15'37" and a long chord bearing of S 63°10'18" E 61.66 feet and in part along the perimeter of said Pine Creek Ridge Subdivision No. 5 to a Point "D" on the water's edge of South Ore Creek, said point being along a curve to the left 20.00 feet, said curve having a radius of 283.00 feet, central angle of 04°02'57" and a long chord bearing of N 73°08'31" W 20.00 feet and along a curve to the right 25.00 feet, said curve having a radius of 267.00 feet, central angle of 05°21'53" and a long chord bearing of N 72°29'03" W 24.99 feet from a Point "E"; thence from Point "D" along the water's edge of South Ore Creek and Brighton Lake approximately 3920 feet to a point on the S line of said Section 36; thence S 87°49'45" W 35 feet along said line to a Point "F", said water's edge being defined by the following intermediate traverse line: beginning at the above-mentioned Point "E"; thence N 58°18'30" E 137.06 feet; thence N 25°30'00" W 144.11 feet; thence N 55°30'00" E 349.05 feet; thence N 75°11'08" E 130.73 feet; thence N 64°30'00" E 166.08 feet; thence S 50°30'00" E 390.00 feet; thence S 81°00'00" E 152.00 feet; thence N 78°00'00" E 642.00 feet; thence S 19°00'00" W 100.00 feet; thence S 28°00'00" E 100.00 feet; thence S 72°00'00" E 270.00 feet; thence S 52°00'00" E 292.00 feet; thence S 36°00'00" E 230.00 feet; thence S 50°00'00" E 451.18 feet to the above-mentioned point "F" on the S line of said Section 36; thence S 87°49'45" W 777.01 feet along said line to the point of beginning.

EXHIBIT B

Legal Description of Pine Creek Ridge

A part of the N 1/2 of Section 1, T1N, R5E, Hamburg Township, Livingston County, Michigan, being more particularly described as:

Beginning at the NW corner of said Section 1; thence N 88°15'24" E 2676.71 feet along the N line of said Section 1 to the N 1/4 corner of Section 1; thence N 88°23'59" E 13.87 feet along the N line of Section 1 to the S 1/4 corner of Section 36; thence N 87°49'45" E 1589.29 feet along the N line of Section 1; thence S 02°06'47" E 29.81 feet to a point in Hamburg Road; thence the following six courses along the approximate center line of Hamburg Road: (1) along the curve to the left 140.45 feet, said curve having a radius of 211.72 feet, central angle of 38°00'27" and a long chord bearing of S 38°03'14" W 137.89 feet, and (2) S 19°00'51" W 211.28 feet, and (3) along a curve to the right 379.95 feet, said curve having a radius of 318.47 feet, central angle of 68°21'21" and a long chord bearing of S 53°11'31" W 357.81 feet, and (4) S 87°22'12" W 1003.13 feet, and (5) along a curve to the left 221.62 feet, said curve having a radius of 141.90 feet, central angle of 89°28'59" and a long chord bearing of S 42°37'43" W 199.77 feet to a point on the N/S 1/4 line of Section 1, and (6) S 02°06'47" E 1471.56 feet along said line; thence S 87°10'38" W 890.00 feet; thence N 02°52'23" W 390.00 feet; thence S 87°10'38" W 435.00 feet; thence N 58°12'54" W 167.28 feet; thence N 02°52'23" W 110.00 feet; thence S 87°10'38" W 1185.00 feet to a point on the W line of Section 1 (Bauer Road); thence N 02°52'23" W 1612.20 feet along said line to the point of beginning.

AND

A part of the SW 1/4 of Section 36, T2N, R5E, Genoa Township, Livingston County, Michigan, being more particularly described as:

Beginning at the SW corner of said Section 36; thence N 02°08'35" W 494.40 feet along the W line of said Section 36 (Bauer Road) to the southerly line of "Pine Creek Ridge Subdivision No. 5" as recorded in Liber 36, Pages 15-26 of Plats,

Livingston County Records; thence N 87°51'25" E 450.00 feet along said southerly line to Traverse Point "A"; thence continuing N 87°51'25" E 40 feet, more or less, to the westerly water's edge of South Ore Creek; thence southerly along said westerly water's edge of South Ore Creek approximately 540 feet to a point on the S line of said Section 36; thence S 88°15'27" W 30 feet more or less along said S line to Traverse Point "B", the westerly water's edge of South Ore Creek being traversed by the following line: beginning at the above-mentioned Traverse Point "A"; thence S 13°00'00" W 514.47 feet to the end of the Traverse Line at the above mentioned Point "B", said Point "B" being a point on the S line of said Section 36; thence continuing along the S line of said Section 36, S 88°15'27" W 315.61 feet to the point of beginning.

EXHIBIT C

Location of Hamburg Easements

EXHIBIT D

Building Envelopes for each Lot

EXHIBIT E

Agreement Establishing Pine Creek Ridge No. 6 Drain Drainage District