

LIBER 19198PC531

NO 23 98 337405

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\$ 2.00 REMONUMENTATION

23 NOV 98 1:22 P.M. RECEIPT# 109A

PAID, RECORDED - OAKLAND COUNTY

D. WILLIAM CADDELL  
CLERK/REGISTER OF DEEDS

**DECLARATION OF PROTECTIVE COVENANTS**


**DEERWOOD VII  
INDEPENDENCE TOWNSHIP, MICHIGAN**

**CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS  
AND GRANTS AFFECTING THE PROPERTY OF:**

**REMACK ASSOCIATES  
A MICHIGAN PARTNERSHIP**

**THIS DECLARATION** is made this 15 day of October, 1998, by Remack Associates, a Michigan partnership, having an address at 14 North Main Street, Suite 1, Clarkston, Michigan 48346 hereinafter referred to as "Declarant".

**R E C I T A L S:**

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

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

**WHEREAS**, Declarant has previously developed residential subdivisions known as Deerwood III, IV, V and VI which are adjacent to the real property described in Article I hereof;

**WHEREAS**, Declarant has previously caused to be recorded a Declaration of Protective Covenants covering the lots located within Deerwood III, IV, V and VI subdivisions which restrictions provide for the creation of a homeowners association known as the Manors of Deerwood Homeowners Association, Deerwood IV Homeowners Association, Deerwood V Homeowners Association and Deerwood VI Homeowners Association; and

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2.00

**WHEREAS**, Declarant desires to have the land described in Article I hereof become subject to restrictions similar to the Declaration of Protective Covenants covering Deerwood III, IV, V and VI and to extend to such land and to the Purchasers thereof the benefits of Manors of Deerwood Homeowners Association.

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

## ARTICLE I

### PROPERTY SUBJECT TO THIS DECLARATION

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

Deerwood VII, Independence Township, Oakland County, Michigan, as recorded in Liber 264, Pages 67 and 8, Oakland County Records, and consists of lots of record numbered 353 through 378.

## ARTICLE II

### GENERAL PURPOSE OF THIS DECLARATION

The real property described in Article I hereof is subject to the Covenants hereby declared to promote proper use and appropriate development and improvements of Deerwood VII, to protect the owners of the property therein against such improper use of surrounding lots as may depreciate the value of their property; to guard against the erection thereon of buildings built of improper or unsuitable materials; to promote adequate and reasonable development of said property; to encourage the erection of attractive improvements thereon, with appropriate locations thereof; to prevent haphazard and inharmonious improvements; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; to promote desired high standards of maintenance and operation of community facilities and services for the benefit and convenience of all owners of property and all residents and in general to provide adequately for a residential subdivision of the highest quality and character.

ARTICLE III

DEFINITIONS

3.1 **Association.** Deerwood VII Homeowners Association, a Michigan nonprofit corporation as created by and described in Article V hereof.

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

3.3 **Buildable Area.** (For the purpose of measuring lot width.) The narrowest width within the 75 feet of lot depth immediately in back of the front yard setback line.

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

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

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

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

3.8 **Declarant.** Remack Associates, a Michigan partnership, and its successors and assigns.

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

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

3.11 **Front Building Line.** A line 40 feet from the front lot line.

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

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

**3.14 Lot Area.** The total horizontal area within the lot lines of a lot.

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

**3.16 Lot Line, Rear.** That boundary of a lot which is most distant from and is, or is approximately, parallel to the front lot line. If the rear lot line is less than 10 feet in length, or if the lot line forms a point at the rear, the rear lot line shall be deemed to be the line which is 10 feet in length within the lot, parallel to and at the maximum distance from the front lot line.

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

**3.18 Lot Of Record.** A parcel of land numbered and described as a lot on the plat of Deerwood VII.

**3.19 Owner.** The record holder or holders (other than Declarant) of a fee interest in any lot in Deerwood VII or, if the holder or holders of the fee interest shall have entered upon a land contract to sell a lot, the land contract vendee or, if a builder has entered upon an agreement of sale of a lot upon completion of construction, the builder.

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

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

**3.22 Transitional Control Date.** That date defined in Section 5.2 hereof.

## ARTICLE IV

GENERAL RESTRICTIONS

**4.1 Land Use And Building Type.** All lots in Deerwood VII shall be used for private residence purposes only, and no person shall erect, re-erect or maintain on any lot any building, except as specifically authorized elsewhere in this Declaration, except one dwelling, erected for occupancy by one family, and a private garage containing not less than two or more than four parking spaces for the sole use of the owners or occupants of the dwelling. No other accessory building or structures may be erected in any manner or location except as approved in writing by the Architectural Control Committee.

**4.2 Dwelling Quality And Size.** It is the intention and purpose of these Covenants to assure that all dwellings in Deerwood VII shall be of a quality of design, workmanship and materials approved by Declarant. All dwellings shall be constructed in accordance with the applicable governmental Building Code and with more restrictive standards that may be required by or in accordance with these Covenants. The minimum living area of the dwelling shall be:

- A. For one-story dwellings, not less than 2,500 square feet;
- B. For bi-level dwellings, 2,750 square feet computed using the total square footage of that floor at or above the approximate grade of the street abutting the front yard line, basement square footage excluded;
- C. For two-story dwellings, not less than 3,000 square feet; and
- D. For tri-level dwellings, not less than 3,000 square feet, of which the two uppermost levels shall be at least 2,000 square feet.

The rear exterior elevation of homes shall be designed with the same care and variety of materials used in designing the front elevations.

**4.3 Location On Lot.** No person shall erect or maintain a building in Deerwood VII nearer to the front lot line than 40 feet. No person shall erect or maintain a dwelling within 50 feet of a rear lot line or within 10 feet of a side lot line. The side yard abutting upon a street shall not be less than 10 feet wide when there is a common rear yard. In the case of a rear yard abutting a side yard of an adjacent lot, the side yard abutting a street shall not be less than 40 feet wide. Recreational structures, including swimming pools, shall be screened from any street lying entirely within Deerwood VII by a wall or fence as approved in writing by the Architectural Control Committee. No person shall erect or maintain a recreational structure, including a swimming pool, nearer than 40 feet from the front line or a side lot line adjoining a street.

**4.4 Lot Sizes.** A person owning more than one lot of record may convey a portion of any such lot of record to the owner of an adjacent lot provided that the municipality at such time having jurisdiction shall have adopted a lot-splitting ordinance pursuant to the Subdivision Control Act and provided such conveyance shall not result in the creation of any lot smaller than the smallest of the lots of record from which such conveyance is made. In the event more than one lot is developed as a unit, these Covenants shall apply as to a single lot. Any such conveyance, or lot split, shall be subject to the Subdivision Control Act and the Independence Township Zoning Ordinance.

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

**4.6 Natural Drainage Ways.** No person shall alter or permit or suffer the alteration of the natural drainage courses and patterns as set forth in the engineering plans prepared by Ziemet Wozniak & Associates, Inc., dated December 27, 1996 on file with the Township of Independence, Oakland County, Michigan, except to the extent that natural drainage courses and patterns shall be redirected within the boundaries of a lot in a manner consistent with the construction of improvements on such lot and in a manner which does not alter the points of entry to and exit from such lot without the prior written consent of the owners of lots adjacent to such points of entry and exit.

**4.7 Design And Material For Dwellings.** A complete working set of all plans, specifications and site plans proposed for any structure in the subdivision and a landscape plan for the subject lot must be submitted for approval to the Architectural Control Committee. The Committee shall have the absolute authority to approve or disapprove all plans or specifications including exterior materials, designs and colors.

**4.8 Home Occupations, Nuisances And Livestock.** No person shall conduct a home occupation or profession in any dwelling located in Deerwood VII. No person shall conduct a noxious activity on, in or upon land in Deerwood VII or do anything thereon which may be, or may become, an annoyance or nuisance to the neighborhood. No animals (except for not more than two dogs or cats over four months of age), poultry or reptiles or birds (except caged house birds) shall be kept or maintained on any lot. No person shall burn refuse outside the dwelling, except that the burning of leaves shall be permitted as or if allowed by ordinance of The Charter Township of Independence. The use of any garage, driveway or parking area which may be in front of, adjacent to or part of any lot as a habitual parking place for house trailers, boats, camping vehicles, camping trailers or commercial vehicles is prohibited. No person shall use the parkway located between pavement and the lot line of each lot for the parking of private or commercial vehicles or boats or trailers. The term "commercial vehicles" shall include all automobiles, station wagons, trucks and vehicular equipment which shall bear signs or have printed on the side of same reference to any commercial undertaking or enterprises. The

habitual violation of parking regulations set forth in this Section shall be a nuisance and a violation of Section 4.1.

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

**4.10 Nameplate And Hospitality Light Standards, Television Or Radio Antennae And Towers, Laundry Drying Facilities Or Flag Poles.** There shall be no more than one nameplate on each lot. A nameplate shall not be more than 48 square inches in area, and shall contain the name of the occupant and/or the address of the dwelling. It may be located on the door of the dwelling or the wall adjacent thereto, or free-standing in the front or side yard, provided that the height of the nameplate is not more than 12 inches above the adjoining ground grade. No television or radio antennae, or television disk or laundry drying equipment shall be erected or used outdoors, whether attached to a building or otherwise. Flag poles are permitted, provided the pole is not more than 25 feet in height, unless otherwise approved by Declarant.

**4.11 Temporary Structures.** No trailer, basement of an uncompleted building, tent, shack, garage, barn (except as permitted in Section 4.1) and no temporary building or structure of any kind shall be used at any time for a residence either temporary or permanent. Temporary buildings or structures used during the construction of a dwelling shall be on the same lot as the dwelling, and such buildings or structures shall be removed upon the completion of construction. Nothing contained in this Declaration shall require the removal, or limit the use by Declarant, of temporary real estate sales offices for transaction the sales of lots in Deerwood VII.

**4.12 Garages.** Garages must be attached to the dwelling and must accommodate a minimum of two cars. Front entry garages shall not be permitted unless otherwise approved by the Architectural Control Committee which shall have the absolute discretion to approve or disapprove same.

**4.13 Signs.** No person shall place, erect or maintain a sign or billboard on any lot in Deerwood VII except one sign advertising that the lot, or the house and lot, are for sale or lease, which said sign shall have a surface of not more than five square feet, and the top of which shall be three feet or less above the ground; provided, however, that such signs shall have been constructed and installed in a professional manner and its design and color must have been previously approved by the Architectural Control Committee. Such signs shall be kept clean and in good repair during the period of its maintenance on the said lot and shall in no event be placed and maintained nearer than 15 feet from the front lot line. Such other signs may be erected and maintained as permitted in writing by the Architectural Control Committee and the provisions of this Section shall not apply to such signs as may be installed or erected on any lot by the Architectural Control Committee, or any builder which it may designate during the construction period; or during such periods as any residence may be used as a model or for display purposes.

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

**4.15 Landscaping And Weed Control.**

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

**B.** The owner of any vacant lot shall keep all weeds below a height of 18 inches.

**4.16 Old Buildings.** No building previously situated elsewhere may be moved onto any lot in Deerwood VII.

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

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

**4.19 Sale Agency And/Or Business Office.** Notwithstanding anything to the contrary herein contained, Declarant and any building or real estate broker which it may designate may construct and maintain a sales agency and business office on any lots in Deerwood VII which it or they may select, or may construct a model house thereon, and Declarant and such designated builder or real estate broker may continue to do so until such time as all of the lots in Deerwood VII have been sold.



#### **4.20 Architectural Controls.**

**A.** The purpose of architectural controls is to promote an attractive and harmonious residential development having continuing appeal. Until the construction plans and specifications are submitted to and approved in writing by the Architectural Control Committee, (i) no building, wall or other structure shall be commenced, erected or maintained; nor (ii) shall any addition, change or alteration therein be made except for interior alterations; nor (iii) shall exterior color changes be made. The construction plans and specifications shall show the nature, kind, shape, color, height, materials (including samples of exterior building materials upon request), location on lot, approximate cost of such building or other structure and the grading and landscaping plans of the lot to be built upon. The Architectural Control Committee shall have the right to refuse to approve any such construction plans or specifications, or grading and landscape plans, which are not suitable or desirable, in the opinion of the Architectural Control Committee, for aesthetic or other reasons; and in so passing upon such construction plans or specifications, grading and landscape plan, the Architectural Control Committee shall have the right to take into consideration the suitability of the proposed building or other structure with the surroundings, and the effect of the building or other structure on the outlook from adjacent or neighboring properties. It is desired that natural landscape and trees be left in their natural state as much as possible or practical. In no instance shall a building of a design exactly the same as any other in Deerwood VII be permitted except as permitted by the Architectural Control Committee.

**B.** All plans, specifications and other material shall be filed in the office of Remack Associates located in Clarkston, Michigan, for submission to the Architectural Control Committee for approval or disapproval. The Architectural Control Committee shall have the sole authority to review, approve and disapprove the conditions, covenants, restrictions, reservations and grants contained in this Declaration. A report in writing setting forth the decisions of the Architectural Control Committee and the reasons therefor shall be transmitted to the applicant by the Architectural Control Committee within thirty (30) days after the date of filing complete plans, specifications and other material by the applicant. The Architectural Control Committee will aid and collaborate with prospective builders and make suggestions from preliminary sketches. Prospective builders are encouraged to submit preliminary sketches for informal comment prior to the submittal of architectural drawings and specifications for approval. In the event: (i) the Architectural Control Committee fails to approve or disapprove within thirty (30) days after complete submission, the final plans, specifications and other materials, as required by this Declaration; or (ii) no suit to enjoin construction has been filed within fifteen (15) days after commencement of such construction, approval shall not be required, and the related requirements of this Declaration shall be deemed to have been complied with.

**C.** All of the powers and authority granted or delegated to the Architectural Control Committee described in Section 4.21 below, or to the Association described in

Article V below, shall be deemed to be rights and not obligations, and neither the Architectural Control Committee nor the Association shall have any liability or obligation to any owner or any other person or entity whatsoever for any action, approval, disapproval or failure to act in connection with any matter provided for in these restrictions.

**4.21 Architectural Control Committee.** The Architectural Control Committee shall consist of not fewer than three (3) nor more than five (5) persons appointed by the Association (defined in Article V) by a majority vote of its membership. Declarant shall appoint the initial members of the Committee. Each member shall be a Class A Member of the Association or a person designated by the Class B Member and shall serve a term of one (1) year and until his or her successor has been elected and has accepted such election. In the event that a Class A Member shall die, resign from the Committee, or no longer be a member of the Association, the remaining members of the Committee shall fill the vacancy so created by majority vote. The Class B Member may terminate the appointment of any person designated by the Class B Member and may fill the vacancy so created by appointment. Members of the Committee shall serve without compensation. The Architectural Control Committee may adopt rules for the performance of its duties and the conduct of its meetings and may appoint one or more persons to act for it between meetings.

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

**4.23 Trees And Soil.** No person shall remove trees exceeding six inches in diameter nor dig or remove surface soil from any lot for purposes other than building and landscaping of said lot, without prior consent of the Architectural Control Committee.

**4.24 Easements.** A permanent five foot wide easement is granted over each lot along all interior side lot lines for installation and maintenance of utilities, surface drainage and/or storm drains. In the case of the five-foot permanent easements, there is also granted an additional temporary easement five feet wide for the purpose of servicing and/or installing any utilities or drainage systems, provided that as a result of such access, said easements are reasonably restored to their original condition following entry. Prior to or after utilities and/or storm drains have been installed within any easement, driveways, planting, fencing and other landscaping shall be allowed within the easement subject to all reasonable and necessary access for the installation and maintenance of the utilities and/or storm drains, for the installation of additional utilities and/or storm drains of the continued availability for access to the adjoining buildings and structures for the maintenance purposes above described.

**4.25 Underground Wiring.** No permanent lines or wires for distribution of electric current or power to the residences shall be constructed, placed or permitted to be placed

anywhere in Deerwood VII without the prior written consent of the Architectural Control Committee.

**4.26 Maintenance Of Side Strips.** The owners of lots in Deerwood VII shall be responsible for the maintenance of parkways or public right-of-ways located between their lot lines and edges of street pavements on which said lots abut.

**4.27 Deviations By Agreement With Declarant.** Declarant hereby reserves the right to enter into agreements with the grantee of any lot or lots (without the consent of grantees of other lots or adjoining or adjacent property) to deviate from any or all of the Covenants set forth in this Article IV, provided there are unforeseen practical difficulties or particular hardships experienced by the grantee, and any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of any such Covenant as to the remaining real estate in Deerwood VII.

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

**4.29 Construction Period.** All buildings which are constructed on any lot shall be completed within nine (9) months after commencement of construction. During the period of construction on any lot, the owner of such lot shall cause the lot to be maintained in a neat and clean condition and shall remove all construction debris, rubbish and other waste materials as soon as possible after construction.

## ARTICLE V

### DEERWOOD VII ASSOCIATION

**5.1 Creation And Purposes.** There shall be formed a Michigan not-for-profit corporation to be known as the Deerwood VII Association (the "Association"). The purposes of the Association shall be to promote high standards of maintenance and operation of all property in Deerwood VII reserved or dedicated by Declarant for the common use of all residents and owners of property therein and to arrange the provision of services and facilities of common benefit, and in general to maintain and promote the desired character of Deerwood VII.

#### **5.2 Membership And Voting.**

**A.** The owner of a lot shall be a Class A Member of the Association and shall be entitled to one vote regardless of the number of lots of record owned.

**B.** Declarant is the Class B Member. The Class B Member shall be entitled to a number of votes equal to ninety-five (95%) percent of the total number of lots of record in Deerwood VII plus ninety-five (95%) percent of the proposed single family dwelling lots contained in Deerwood III, Deerwood IV, Deerwood V and Deerwood VI, plus ninety-five (95%) percent of the single family dwelling lots contained in any subdivision or contained in any unplatted portion of the land owned by Declarant and described in Exhibit "A". Declarant shall not cast a vote or votes on any matters affecting Deerwood VII and the lots contained therein after a date (the "Transitional Control Date") selected by Declarant and set forth in a written notice from Declarant to the Association, which date shall be given not earlier than \_\_\_\_\_, or later than December 1, 2010.

The Association may adopt rules for the performance of its duties, for the election, powers and terms of officers and directors and for the conduct of meetings and elections, except that there shall be a separate vote for each position to be filled for officers of the Association and members of the Architectural Control Committee.

#### **5.3 Powers Of The Association.** The Association shall have the following powers:

**A.** To the extent such services are not provided by any governmental body:

(i) To care for, spray, trim, protect and replant trees on all streets and in other public places where trees have once been planted, and to care for, protect and replant shrubbery and grass in the side strips which are in streets and set aside for the use of residents and owners of property in Deerwood VII.

(ii) To provide for the plowing and removal of snow from public streets.

(iii) To spray and to take other measures for mosquito and fly abatement within Deerwood VII.

(iv) To employ duly qualified peace officers for the purpose of providing such police protection as the Association may deem necessary or desirable in addition to that provided by any governmental body.

(v) To maintain entranceways to Deerwood VII.

(vi) To improve and maintain open spaces including retention basins located therein subject to any applicable local ordinances or state laws.

**B.** To mow, care for and maintain vacant and unimproved property and remove rubbish from same and to do any other things necessary or desirable in the judgment of the officers of the Association to keep any vacant and unimproved property and side strips in front of any property in Deerwood VII neat in appearance and in good order and to make and collect reasonable charges therefore from owners of such property.

**C.** To provide for the maintenance of facilities in any public street, open spaces or entranceways or on any land set aside for the general use of the property owners and residents in Deerwood VII.

**D.** To own or lease such real estate as may be reasonably necessary in order to carry out the purposes of the Association, and to pay taxes on such real estate as may be owed by it.

**E.** To make such improvements to the entranceways of Deerwood VII and to side strips within streets in Deerwood VII and provide such other facilities and services as may be authorized from time to time by the affirmative vote of two-thirds of the votes cast; provided, however, that any such action so authorized shall always be for the express purpose of keeping Deerwood VII a residential subdivision of the highest quality and character.

**F.** To assess and collect from the lot owners of Deerwood VII the costs and expenses billed to the Association pursuant to Section 4.28 hereof, to pay the money so

collected over to the Township and to notify the Township of the identity of any lot owners who shall be delinquent in making the payments so assessed.

#### **5.4 Dues Fund.**

**A.** All the land included in said plat, whether owned by the Declarant or others, including private roads, if any, open space or wetlands that are maintained for the general use of the owners as common area, shall be subject to the following annual dues:

(i) For any vacant lot within the Subdivision or any lot upon which a home has not been completed, at a rate not less than Ten and 00/100 (\$10.00) Dollars per year, and no more than Fifty and 00/100 (\$50.00) Dollars per year; and

(ii) For any lot upon which there is a completed home within the Subdivision, at a rate not less than Twenty-Five and 00/100 (\$25.00) Dollars per year, and not more than Two Hundred and 00/100 (\$200.00) Dollars per year; and

(iii) For any unplatted single-family land at the rate not less than of Five and 00/100 (\$5.00) Dollars per acre per year and not more than Twenty-Five and 00/100 (\$25.00) Dollars per acre per year.

The directors of the Association shall set the amount of the dues and the due date for payment of the dues.

**B.** Notwithstanding the foregoing limitation on annual dues, the Directors of the Association shall be entitled to adjust said dues by increasing the same from time to time to cover the actual or anticipated costs of all fees and charges necessary to retain legal counsel in representing the Association for the purpose of enforcing these restrictions or to take such other action deemed necessary to retain the integrity of the standards established for Deerwood VII.

**C.** In the event of failure of any lot owner to pay any assessment on or before thirty (30) days following notice to such owner of such assessment or the scheduled due date thereof, if later, then such assessment shall become delinquent and shall bear interest at the rate of nine (9%) percent per annum from the due date thereof to the date of payment, and the Association shall have a lien on each lot against which such assessment is levied to secure payment thereof plus interest. When delinquent, payment of both principal and interest may thereafter be enforced against the owner personally or as a lien on said real estate. It shall be the duty of the Association to bring suits to enforce such liens before the expiration thereof. The Association may, at its discretion, file certificates of nonpayment of assessments in the office of the Register of Deeds whenever

any such assessments are delinquent. For each certificate so filed, the Association shall be entitled to collect from the owner or owners of the real property described therein a fee of Ten and 00/100 (\$10.00) Dollars, which fee is hereby declared to be a lien upon the real estate so described in said certificate. Such fee shall be collectible in the same manner as the original assessments provided for herein and in addition to the interest and principal due thereon.

**D.** The liens herein provided shall be subject and subordinate to the lien of any valid mortgage or deed of trust now existing or which may hereafter be placed on said real property prior to the effective dates of such liens. In the event of the issuance of a deed pursuant to foreclosure of such mortgage or deed of trust or in lieu of foreclosure, the grantee of such deed shall take title free and clear from any liens herein provided which accrue prior to the recording of such deed.

**E.** Such liens shall continue for a period of five (5) years from the date of delinquency and no longer, unless within such time suit shall have been filed for the collection of the assessment, in which case the lien shall continue until the termination of the suit and until the sale of the property under execution of the judgment in such suit.

**5.5 Other Land.** Declarant is the owner of the land described in Exhibit "A", which land includes Deerwood VII, and Declarant presently intends to develop, but is not obligated to develop, the remainder of such land as single family residential subdivisions. In the event that Declarant or an affiliate of Declarant hereafter develops as a single family residential subdivision any land within the land described on Exhibit "A" which is contiguous to Deerwood VII or to another single family residential subdivision subject to this Declaration, Declarant shall cause the lots in such subdivision to be subject to a declaration of protective covenants substantially in the same form as this Declaration and the owners of lots within such subdivision shall become members of the Association, with all rights, privileges and obligations attendant thereto.

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

**5.7** Until such time as the Association is formed as set forth above, Declarant shall have all of the powers of the Association specified in this Article V.

## ARTICLE VI

GENERAL PROVISIONS

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

**6.2 Enforcement.** The Covenants herein set forth shall run with the land and bind Declarant, its successors, grantees and assigns, and all parties claiming by, through or under them. Declarant, and each owner or owners of any land in Deerwood VII from time to time shall have the right, jointly and separately, to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the Covenants above set forth, or any of them, in addition to the right to bring an ordinary legal action for damages. Whenever there shall have been built on any lot in Deerwood VII any structure which is and remains in violation of the Covenants above set forth, or any of them, for a period of thirty (30) days after actual receipt by the owner of such lot of written notice of such violation from the Association, then the Association shall have, in addition to the foregoing rights, the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. In no event shall the failure of the Association and such owners to enforce any of the Covenants herein set forth as to a particular violation be deemed to be a waiver of the right to do so as to any subsequent violation.

**6.3 Amendment.** The members of the Association may revoke, modify, amend or supplement in whole or in part any or all of the Covenants and conditions contained in this Declaration and may release from any part or all of said Covenants all or any part of the real property subject thereto, but only at the following times and in the following manner:

**A.** Any such change or changes may be made effective at any time after fifteen (15) years from the date of recording of this Declaration following the affirmative vote thereon by a two-thirds majority of the total number of votes entitled to be cast by members of the Association.

**B.** Any such consents shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting owners and recorded in the Office of the Register of Deeds of Oakland County, Michigan; provided, however, that Article V hereof may be amended at any time in the manner therein set forth. A recordable certificate by an accredited abstractor or title guaranty company doing business in Oakland County, Michigan, as to the record ownership of said property shall be deemed conclusive evidence thereof with regard to compliance with the provisions of this Section. Upon and after the effective date of any such change or changes, it or they shall be binding upon all persons then owning property in Deerwood VII and shall run with the land and bind all persons claiming by, through or under any one or more of them.



C. The members of the Association may not revoke, modify, amend or supplement, and may not release real property subject thereto from, the Covenants contained in Sections 4.6 and 4.28 except upon the prior written approval of The Charter Township of Independence.

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

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

**6.6 Successors And Assigns.** When used in these Covenants, "successors" means any person, corporation or other entity who succeeds to the position of Declarant, as developer of lots in Deerwood VII and "assigns" means any person, corporation or other entity who takes by written assignment from Declarant.

**6.7 Mailing Addresses.** Each owner of a lot in Deerwood VII shall file the correct mailing address of such owner with Declarant and shall notify Declarant promptly in writing of any subsequent change of address. Declarant shall maintain a file of such addresses and make the same available to the Association. A written or printed notice, deposited in the United States Post office, postage prepaid and addressed to any owner at the last address filed by such owner with Declarant shall be sufficient and proper notice to such owner wherever notices are required in this Declaration.

## ARTICLE VII

### **INTEGRATION OF DEERWOOD III, DEERWOOD IV, DEERWOOD V, DEERWOOD VI AND DEERWOOD VII**

As set forth in the Recitals hereto, the property which is the subject of this Declaration is adjacent to Deerwood III, IV, V and VI. It is the intention of the Declarant herein that, ultimately, Deerwood III, IV, V, VI and VII will be operated to the extent set forth herein as one integrated whole under one homeowners association with the owners of lots in each subdivision having the right to use and the obligation to pay for all common areas located in each of the subdivisions. Accordingly, the following shall be applicable:

**7.1 Grant Of Easement.** Declarant hereby grants a non-exclusive easement to the owners of lots in Deerwood VII for use of the common areas located in Deerwood III, IV, V and VI and grants a non-exclusive easement to the owners of lots in Deerwood III, IV, V and VI for use of the common areas located in Deerwood VII as set forth on the final plat for each subdivision.

**7.2 Merger of Deerwood VII Into Deerwood III.** At any time after the formation of the Association, Declarant may, in its sole discretion, merge the Association into the Manors of Deerwood Homeowners Association (hereafter the "Deerwood Association"). At such time, the Association will cease to exist and the rights and obligations of the owners of the Lots in Deerwood VII and Deerwood III shall be governed by the Deerwood Association. From and after such merger, the owners of Lots in Deerwood III and Deerwood VII shall, pursuant to one uniform assessment, be responsible for maintenance of all easements, common areas and entrance markers in both subdivisions pursuant to one assessment. Additionally, the owners of Lots in Deerwood III and the Deerwood Association may enforce all restrictions contained in this Declaration and the owners of Lots in Deerwood VII may enforce all restrictions set forth in the Deerwood III Declaration Of Protective Covenants.

**7.3 Merger Of All Associations.** On the date on which the Class B category contemplated in Section 5.2(B) hereof is eliminated (the "Transitional Control Date"), in the event Declarant has not consummated a prior merger pursuant to Subsection 7.2 above, the Association will cease to exist and the rights and obligations of the owners of Lots in Deerwood III, Deerwood IV, Deerwood V, Deerwood VI and Deerwood VII shall be governed by the Deerwood Association. In the event Declarant has in fact consummated an earlier merger pursuant to Subsection 7.2 above, on the Transitional Control Date, the Deerwood IV, Deerwood V and Deerwood VI Association shall also be merged into the Deerwood Association and the rights and obligations of the owners of Lots in Deerwood III, Deerwood IV, Deerwood V, Deerwood VI and Deerwood VII shall be governed by the Deerwood Association.

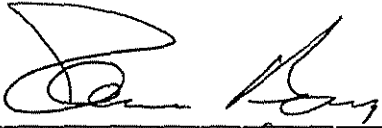
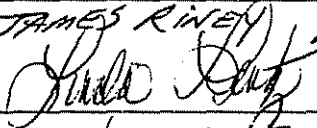
**7.4 Common Maintenance Assessments.** From and after the Transitional Control Date, the owners of lots in Deerwood III, IV, V, VI and VII shall, pursuant to one uniform assessment, be responsible for maintenance of all easements, common areas and entrance markets in all subdivisions pursuant to one assessment.

**7.5 Enforcement Of Restrictions.** From and after the Transitional Control Date, the owners of lots in Deerwood III, IV, V and VI may enforce all restrictions contained in this Declaration and the owners of lots in Deerwood VII may enforce the restrictions set forth in the Deerwood III, IV, V and VI Declaration of Protective Covenants.

**7.6 Conflicting Terms.** In the event of a conflict between the Deerwood III, IV, V or VI Declarations of Protective Covenants and this Declaration as to any matter applicable to Deerwood VII, the terms and conditions of this Declaration shall apply.

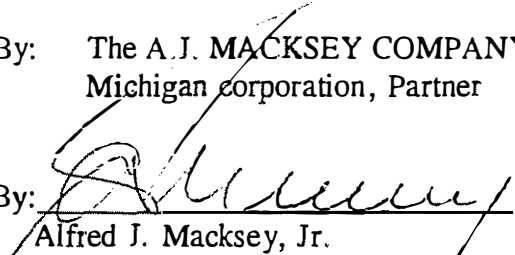
IN WITNESS WHEREOF, Remack Associates, as Declarant, has caused this instrument to be executed and attested the day and year first above written.

WITNESSES:

  
 JAMES RIVEN  
  
 Linda Lentz


REMAK ASSOCIATES, a Michigan partnership

By: The A.J. MACKSEY COMPANY, a Michigan corporation, Partner

By:   
 Alfred J. Macksey, Jr.

Its: President

And: RESOURCE MANAGEMENT SERVICES, INC., a Michigan corporation, Partner

By:   
 Stuart H. Mahler

Its: Vice-President



EXHIBIT "A"LEGAL DESCRIPTION OF ENTIRE PROPERTY

Deerwood VII part of the N.W. 1/4 and part of the S.W. 1/4 of Section 9, T. 4 N., R. 9 E., Independence Township, Oakland County, Michigan beginning at a point said point being distant N. 00°00'01" E. 48.72 feet along the West line of said Section 9 said line also being part of Deerwood V as recorded in Liber 228 of Plats, Pages 13-15 Oakland County Records from the West 1/4 corner of said Section 9; thence from said point of beginning continuing along said West section line N. 00°00'01" E. 529.81 feet; thence N. 73°00'00" E. 265.05 feet; thence S. 17°00'00" E. 33.02 feet; thence N. 73°00'00" E. 175.00 feet; thence N. 14°31'11" W. 21.78 feet; thence S. 79°19'40" E. 212.20 feet; thence S. 39°32'13" E. 123.58 feet; thence S. 01°57'26" E. 144.50 feet; thence N. 76°40'32" E. 236.66 feet; thence 10.03 feet along an arc of a curve to the right, radius 1,260.00 feet, central angle 00°27'22", chord length 10.03 feet and a chord bearing of N. 13°05'47" W.; thence N. 77°07'54" E. 403.42 feet; thence S. 00°41'01" W. 567.58 feet; thence S. 00°24'14" E. 249.54 feet, thence the following four courses along Deerwood VI as recorded in Liber 242 of Plats, Pages 1-3 Oakland County Records N. 86°47'11" W. 286.18 feet and 27.05 feet along an arc of a curve to the right radius 1,000.00 feet, central angle 00°58'07", chord length 27.04 feet and a chord bearing of S. 03°41'53" W. and N. 85°49'04" W. 249.44 feet and S. 04°35'44" E. 79.52 feet; thence the following 6 courses along said Deerwood V N. 61°20'10" W. 355.05 feet and N. 12°36'29" E. 68.09 feet and N. 70°37'47" W. 262.92 feet and 51.72 feet along an arc of a curve to the right, radius 640.00 feet, central angle 04°37'47", chord length 51.70 feet and a chord bearing of S. 21°41'07" W. and S. 24°00'00" W. 15.25 feet and N. 66°00'00" W. 255.68 feet to the point of beginning consisting of 26 lots, numbered 353-378, inclusive and containing 22.33 acres.

Pt 08-09-300 - 012  
Parent Parcel