

**DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
WOODFIELD SUBDIVISION**

THIS DECLARATION, made on the day hereinafter set forth by the undersigned proprietors, hereinafter referred to as Declarant.

WITNESSETH

WHEREAS, Declarant is the owner of certain Lots in the Township of Washington, County of Macomb, State of Michigan, which are more particularly described as:

Lots 1 through 111 inclusive, Woodfield Park, Woodfield Park North, and Woodfield Park South and outlot A inclusive of Woodfield Subdivision, part of the South ½ of Section 22, T. 4 N., R. 12 E., Township of Washington, Macomb County, Michigan according to the plat thereof recorded in Liber 76 of Plats, Pages 45 to 48 inclusive, Macomb County Records, containing 55.31 acres, more or less, as described in Exhibit A, attached hereto and made a part hereof.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any rights, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to Woodfield Homeowners Association, a Michigan Non-Profit Corporation formed on a stock basis, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. When more than one person or entity has an interest in the fee simple title to any Lot, the interest of all such persons collectively shall be that of a single Owner.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described in Exhibit A and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

Woodfield Park; Woodfield Park North and Woodfield Park South and outlot A inclusive consisting of 4.3 acres more or less and being part of Woodfield Subdivision according to the Plat thereof as recorded in Liber 76 of Plats, Pages 45 to 48, inclusive Macomb County Records. Subject to easements and rights of way of record.

Section 5. “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

Section 6. “Builder-Purchaser” shall mean Builders who purchase Lots from Declarant for construction purposes.

Section 7. “Home-Purchaser” shall mean purchasers of homes constructed on lots in the subject subdivision by Builder-Purchasers.

Section 8. “Declarant” shall mean the undersigned proprietors and mean and refer to Campground Investment Company, a Registered Michigan Limited Co-Partnership, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II PROPERTY RIGHTS

Section 1. Owner’s Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a. the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- b. the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a

period not to exceed 60 days for any infraction of its published rules and regulations;

- c. the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by the Declarant and two-thirds of the members has been recorded and provided further, that no such dedication or transfer or determination as to the conditions thereof shall be effective unless the prior consent thereto of the Township of Washington by and through its Township Board shall have first been obtained;

- d. the Common Area may be used for recreation, hiking, nature study, picnicking, or other uses for the benefit of its members which may be determined by the Association. Recreational Facilities, including but not limited to, swimming and wading pools, tennis courts, picnic shelters, grills and fireplaces, playground equipment and similar items; may be constructed in the Common Area by the Association or the Declarant. Anything to the contrary notwithstanding, nothing in this paragraph shall be construed to create an obligation to so construct said facilities. All residents of property under the jurisdiction of the Association, and guests accompanying said residents, shall have equal access to the Commons Area and all facilities located thereon, subject to rules and regulations established by the Association, including, but not limited to the right to place limitations on the number of guests.

Section 2. Delegation of Use. Any Owner may delegate in accordance with the By-Laws, his rights or enjoyment in and to the Commons Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a lot, which is subject to assessment, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. Anything to the contrary notwithstanding during such time as a land contract sale of a lot is in force the land contract vendee shall be considered to be the member of the Association, provided however, this shall not apply to the Declarant.

Section 2. The Association shall issue shares of stock to its members in accordance with the terms of this Article. Each member is entitled to a number of votes equal to the number of shares of stock held by him.

A member shall be issued one share of stock for each lot in which he holds the interest required for membership. When more than one person holds any such interest in any lot all such persons shall be members but only one share of stock shall be issued per lot and such persons shall exercise the one vote attributable to such share as they among themselves determine. Notwithstanding the foregoing, the Declarant shall be entitled to four shares of stock for each lot in which it holds the interest required for membership in order to assure the orderly development and maintenance of the Common Area; provided however that upon the happening of either of the following events, whichever occurs earlier:

- (A) When the total votes of the members, excluding the Declarant, equal the total votes outstanding held by the Declarant, or
- (B) On December 1, 1984 the Declarant shall assign back to the Association two shares of stock for each lot in which it holds an interest as defined above.

Section 3. Upon the sale of a lot with a house constructed thereon by a Builder-Purchaser to a Purchaser-Member the Declarant shall assign one of the shares of stock attributable to said lot to said Purchaser-Member and two of said shares be assigned back to the Association. The balance of any stock held by Declarant shall upon the happening of either (A) or (B) in Section 2 above be assigned back to the Association.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot within the Properties by acceptance of a deed therefore, whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay to the Association:

- (a) Annual assessment or charges, and
- (b) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interests, costs of the action, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable collection and attorney's fees, shall be the personal obligation of the person(s) who was the Owner of such Property at the time when the assessment fell due, provided

however, anything to the contrary notwithstanding, in the case of a Lot which has been sold on land contract by the Declarant to a Builder-Purchaser the personal obligation for the assessments shall be that of the Builder-Purchaser prior to a sale to a Homebuyer-Member. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance by a Builder-Purchaser of the first Lot to an Owner, the maximum annual assessment per Lot shall be fifty (\$50.00) dollars per Lot.

- (a) From and after January 1 of the year immediately following the conveyance by a Builder-Purchaser of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five (5%) percent above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance by a Builder-Purchaser of the first Lot to an Owner, the maximum annual assessment may be increased above five (5%) percent by a vote of two-thirds (2/3) of the members, who are voting in person or by proxy, at a meeting duly called for this vote and the affirmative vote of the Declarant.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, 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 construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members excluding the Declarant, who are voting in person or by proxy at a meeting duly called for this purpose and the affirmative vote of the Declarant.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of the Declarant and of members or of proxies entitled to cast sixty (60%) percent of all the votes of the membership, excluding the Declarant, shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis, provided however, anything to the contrary notwithstanding, until a Lot is occupied by a Home Buyer member the annual assessment charge applicable thereto may be fixed at a reduced amount as uniformly determined by the Board of Directors.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. 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. Written notice of the annual assessment shall be sent to every Owner subject thereto. Annual assessments shall be due prior to March 1 of each year, from all Owners of record on January 1 of each year. 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 8. Effect of nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six (6%) percent per annum. The Association may bring an action of law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessment(s) provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V
BUILDING AND USE RESTRICTIONS

Section 1. Residential Lots. All of the above Lots shall be used for residential purposes only, and for no other purpose whatsoever.

Section 2. Nuisances. No noxious or offensive activity shall be carried on upon any of the Lots in said Subdivision nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 3. Side Yards, Rear Yards, Setbacks and Attached Garages. Garages shall be erected simultaneously with the house and all garages shall be attached to the house or connected thereto by a breezeway, and accordingly, for the purpose of complying with side yard and set back requirements, all attached garages shall be considered an integral part of the dwelling. Garages shall be erected and maintained only for the private use of the occupant of the dwelling.

Except as may otherwise be permitted by the appropriate officials of the Township of Washington, no building shall be located on any Lot nearer than thirty (30) feet to the front line, on Woodfield Way Road – forty (40) feet, fifty (50) feet to the rear line, or ten (10) feet to any side lot line. Garage locations on corner Lots shall conform to dwelling setbacks requirements. Minimum distance between houses shall be twenty (20) feet.

Section 4. Reciprocal Negative Easements. No mutual or reciprocal negative easement shall be deemed to arise or be created hereunder with respect to any lands situated without the boundaries of said Woodfield Subdivision, except as may exist as a result of Article V, Section 4B.

Section 4B. Mineral Rights. The Properties subject to these Covenants, Conditions, and Restrictions do not include rights to minerals as further disclosed and set forth on Exhibit A, attached hereto and made a part hereof.

Section 5A. Floor Area Requirements. A one-story building shall contain not less than 1,200 square feet of living area on the first floor. In the case of two story buildings, bi-levels, split levels, tri-levels and one and one-half story homes; the building shall contain not less than 1,600 square feet of living area for all floors combined other than the basement floor, and not less than 550 square feet of furnished area on the upper portion. Garages and open porches whether or not enclosed and heated, shall not be included in computing square foot areas.

Section 5B. Building Material Requirements. Any and all building plans shall be submitted to the Association for approval. Construction of any dwelling shall not be commenced until an Owner has received approval of his building plans. In every dwelling type, one and two story alike, aside from the portion of the basement wall that remains exposed because of grade conditions, no unfinished cinder (without stucco, or similar material), concrete blocks, or poured concrete wall may be used in the exposed portion or external walls. No asbestos siding may be used in the exterior walls of any dwelling or garage.

Section 6. Lot Size. In the event one or more Lots or part of Lots are developed as a unit, all restrictions herein contained shall apply to such resulting unit as to any single Lot.

Section 7. Temporary Structures. No structure of a temporary character, trailer, tent, shack, barn or other outbuildings shall be placed or erected on any Lot at any time either temporarily or permanently, except a structure to be used by builders for storage or materials during construction period, or except by prior approval of the Association.

Section 8. Signs. No sign of any kind shall be displayed to the public on any Lot except one professional sign of not more than one square foot, or one sign of not more than five square feet advertising the property for sale or rent. Anything to the contrary notwithstanding this restriction shall not apply to signs used by a builder to advertise the property for sale or rent during the construction and sales period.

Section 9. Inoperative Vehicles. No inoperative vehicles or commercial vehicles, recreational vehicles, house trailers or mobile homes, boats and boat trailers shall be permitted to be parked or stored on any Lot in said Subdivision unless such vehicles are parked or stored in a garage on said Lot which conforms to the requirements pertaining to the construction of garages as set forth above.

Section 10. Livestock and Poultry. No livestock animals or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not bred, kept or maintained for any commercial purpose.

Section 11. Sight Distance. No fence, wall, hedge or shrub planting which obstructs sight line at elevations between two and one-half and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of a street property line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 12. Easements and the Maintenance Thereof. Except as may be otherwise provided herein, each owner shall maintain the surface areas of easements within his property to keep grass and weeds cut, to keep the area free of trash and debris and to take such action as may be necessary to eliminate or minimize surface erosion. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

Section 13. Ground Water Treatment Equipment. The ground water aquifer within the properties contains high concentrations of iron and hardness. These constituents are not deleterious to health, but treatment equipment for reduction thereof will be necessary.

Section 14. Model Home and Sales Offices. Nothing herein contained shall be construed to prohibit the Declarant or its Builder-Purchasers or its Sales Agents from temporarily maintaining a real estate sales office in any model residence constructed on any Lot within the subdivision.

ARTICLE VI GENERAL PROVISIONS

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

Section 2. Severability: Invalidation of any one of these covenants, conditions or restriction by judgment or court order shall in no wise effect any other provision hereof which shall remain in full force and effect.

Section 3. Amendment: The conditions, covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners and the Township of Washington. Any amendment changing or modifying this Declaration in whole or in part must be recorded.

Section 4. Annexation. Additional residential property and Common Area, may be annexed to the properties provided the consent of the Declarant and two thirds (2/3) of the remaining Lot Owners is obtained. Said annexation may be accomplished by recording, with the Macomb County Register of Deeds, an appropriate amendment to this Declaration, signed by the Declarant, reciting that the aforesaid consent has been obtained and said instrument shall provide that all of the Common Areas in each of the Subdivisions shall be for the use and benefit of all residents of said Subdivisions and that the Lots in said annexed Subdivision(s) shall be subject to the within Declaration, including but not limited to the requirements for payment of assessments and mandatory membership in the Woodfield Homeowners Association.

Section 5. FHA/VA Approval. As long as there is a voting control of the Association in the Declarant, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenant, Conditions and Restrictions.

Section 6. Subdivision Open Space and Drainage Retention Basin Maintenance Agreement. The Declarant and all Lot Owners are also governed by and subject to the terms and conditions of an agreement entered into with the Township of Washington entitled “Subdivision Open Space Agreement” and recorded in Liber 3232 Page 547, Macomb County Records and an agreement entered into with the Township of Washington entitled “Drainage Retention Basin Maintenance Agreement” and recorded in Liber 3232, Pages 554, Macomb County Records.

This information was retyped for the purpose of having a master copy with which to make copies available to members of the Association. No changes were made to the material contained in the document, which was copied from document recorded in Macomb County Records on May 7, 1980.

January 2001