

Declaration of Restrictions for the Adams Ridge Subdivision No. 1 & No. 2

WHEREAS, the undersigned, THE CHASE COMPANY, of 22 E. Long Lake Road, Suite 170, Bloomfield Hills, Michigan 48304 ("Declarant") is the owner of the land located in the City of Auburn Hills, County of Oakland, State of Michigan, and more particularly described as follows:

The Adams Ridge Sub. No. 1 (the "Subdivision"), a part of the Southeast quarter of Section 36, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan, according to a plat thereof (the "Plat") as recorded in Liber 217 of Plats, Pages 15 through 18, Oakland County Records, which includes lots 1 through 56 (individually, a "Lot" and collectively, the "Lots").

The Adams Ridge Sub. No.2 (the "Subdivision"), a part of the Southeast quarter of Section 36, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan, according to a plat thereof (the "Plat") as recorded in Liber 221 of Plats, Pages 26 through 29, Oakland County Records, which includes lots 57 through 158 (individually, a "Lot" and collectively, the "Lots'.').

WHEREAS, the No. 2 Subdivision is located immediately adjacent to the Original No. 1 Subdivision as described in the Original Plat; and

WHEREAS, the Plat reserved for the private use of the Owners of the Lots the Common Area, including the park named Ridge Park on the Plat;

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values and amenities in the Subdivision and for the maintenance of the Common Area, and to this end desires to subject the Subdivision and the Common

Area to the covenants, restrictions, easements, charges and liens thereafter set forth, each and all of which is and are for the benefit of the Subdivision and each Owner of the Lot therein; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the Subdivision, to create a legal entity to enforce the Declaration in accordance with its terms, to own, maintain and administer the Common Area, including facilities that may be constructed thereon and the entrances to the Subdivision, to collect and disburse the assessments and charges hereinafter created, and to undertake efforts intended to promote the recreation, health, safety and welfare of the Owners and Occupants; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the Declarant, its successors and assigns, future Owners of the Lots, and the Association, the undersigned Declarant for itself, its successors and assign does hereby publish, declare and make known to all intending purchases and future Owners of the Lots, that Lots will and shall be used, held, and/or sold expressly subject to the following conditions, restrictions, covenants and agreements which shall be incorporated by reference in all deeds of conveyances and contracts for the sale of the Lots and shall run with the land and be binding upon all grantees of Lots and on their respective heirs; personal representatives, successors and assigns.

Article I

Definitions

- A. "Association" means The Adams Ridge Association, a Michigan non-profit corporation, its successors and assigns.
- B. "Builder" means any person or entity designated by Declarant which is engaged in the business of construction Improvements not for their own use but for resale or pursuant to a contract with another person or entity.
- C. "City" means the City of Auburn Hills and the political subdivisions thereof.
- D. "Committee" means the architectural control committee for the Subdivision, appointed and maintained in accordance with Article II hereof.
- E. "Common Area" means those areas of land within the Subdivision including the improvements situated thereon, designated on the Plat, as it may from time to time be modified or extended, as "Ridge Park", "Pond", or as common area for the use or benefit of all Owners.
- F. "Declarant" means The Chase Company, a Michigan co- partnership, and any successor or assign.
- G. "Declaration" means this Declaration of Restrictions, as amended from time to time, recorded in the office of the Oakland County Register of Deeds, State of Michigan.
- H. "Fee Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including a lot in any subsequent and contiguous additions to the Subdivision where title to the addition is traceable to the Declarant, but excludes those having a security interest in a Lot to secure the performance of an obligation or a lien upon a Lot arising pursuant to a statute or under a rule of law.
- I. "Improvement" means any dwelling, garage, outbuilding, fence, walk, deck, pool, landscaping or other improvement constructed upon a Lot or change or alteration to any of the foregoing by any person or entity other than the Declarant, except where explicitly stated.
- J. "Lot" means any numbered lot shown on the Plat or any subsequent and contiguous additions to the Subdivision where title to the addition is traceable to the Declarant.
- K. "Occupant" means each person that is occupying a dwelling built upon a Lot, provided such occupancy is in compliance with the Declaration and the Zoning ordinance of the City for the Subdivision.

- L. "Owner" means the Fee Owner of the land contract purchaser of a Lot whether one or more persons or entities, but excludes those having a secure interest in a Lot to secure the performance of an obligation or a lien upon a Lot arising pursuant to a statute or under another rule of law.

Other capitalized terms used herein that are not defined above shall have the meanings given to such terms elsewhere in this Declaration.

Article II

Architectural Control

A. Committee Members

The Committee is initially composed of three (3) persons appointed by the Declarant. The Declarant shall continue to have the power to appoint the members of the Committee until such time as Declarant is no longer an Owner. After Declarant is no longer an Owner, then the Architectural Control Committee shall be expanded to five (5) persons, three (3) of which shall be appointed by a majority of the Board of Directors of the Association and the remaining two (2) shall be appointed by Declarant. Each member of the Committee shall serve for a period of one (1) year, unless terminated prior to the end of the one (1) year term, which the appointing body (Declarant or the Association) may do in its sole discretion. The term shall commence on January 1 of each year and expire on December 31 of the same year. If the appointing body (Declarant or Association) fails to appoint a member, the seat will remain vacant until an appointment is made and the vacant seat shall not be included when determining quorums, majorities, or percentages. If, after Declarant ceases to be an Owner, it fails for three (3) consecutive years to make any of its appointments to the Committee, its power to make appointments shall terminate and the Committee will be reduced to three (3) members for the remainder of the term of this Declaration; provided, however, any Builder engaged in the construction of a single family residence upon a Lot shall not have to submit a site plan showing the location of the residence.

B. Approval of Plans and Specifications.

No Improvement shall be commenced, erected or maintained on any Lot, nor shall any exterior change or alteration be made to an existing Improvement until the plans and specifications showing the nature, kind, size, shape, height, colors, materials, topography and location of the same on a Lot shall have been submitted to and approved in writing by the Committee, which approval will be granted in accordance with standards established by the Committee in its sole discretion, including those set forth in Paragraph F below; provided, however, any Builder engaged in the construction of a single family residence upon a Lot shall not have to submit a site plan showing the location of the residence.

C. Preliminary Plans

Prior to submitting plans and specifications for final approval, preliminary plans and specifications may first be submitted to the Committee for preliminary approval. If the preliminary materials are disapproved or approved subject to conditions, the Committee shall state in writing the reasons for disapproval or the conditions to be met. The Committee will use all reasonable efforts to issue its decision within fifteen (15) days after receipt of the plans and specifications required hereby.

D. Materials Required

Plans and specifications submitted to the Committee for final approval shall include two (2) sets of the following:

- (i) Complete plans and specifications sufficient to secure a building permit in the City, including a dimension plat plan showing Lot and placement of Improvements, construction casements, and clearly designating any trees to be removed or cleared.
- (ii) Front elevation, side elevations and rear elevation of all Improvements.
- (iii) A perspective drawing of the Improvements if deemed necessary by the Committee to interpret adequately the exterior design.
- (iv) Data as to size, materials, colors and texture of all exteriors including roof coverings, fences (if any) and walls.

E. No Violations

No approval by the Committee shall be valid if the Improvement violates any restrictions set forth in Article III and IV of this Declaration, except in cases where waivers have been expressly granted as provided for in this Declaration.

F. Approval Standards

The Committee may disapprove plans and specifications because of noncompliance with any of the restrictions set forth in Article III and IV of this Declaration or other standards established by the Committee, or because of reasonable dissatisfaction with the grading and drainage plan, the proposed location of the Improvements on the Lot, the materials or color scheme to be used, the finished design, proportions, shape, height, style, or appropriateness of the proposed Improvement, the tree removal plan or because of any matter or thing which in the reasonable judgement of the Committee, would render the proposed Improvement inharmonious or out of keeping the objectives of the Committee or with existing Improvements erected on other Lots. Builders may, at their election, submit a list and samples of exterior materials and color combinations for prior approval by the Committee, which approval, if given, shall satisfy the approval requirement of the exterior materials and colors on all subsequent Improvements built

by such Builder provided the exterior materials and colors conform to those previously submitted and approved. All Owners, by accepting ownership of their Lot, acknowledge that the primary purpose for providing for architectural control is to ensure the proper and harmonious development of the Subdivision to maximize the aesthetic beauty of the Subdivision and its blending with the surrounding area, and to enhance the feeling of community, all of which are intended to result in increased property values. To this end, the Committee shall have broad discretion in terms of determining what Improvements will be permitted and are in keeping with the aesthetic beauty and desirability of the Subdivision and are otherwise consistent with the purposes of this Declaration.

G. Timely Approval or Disapproval

If the Committee fails to approve or disapprove plans and specifications within ten (10) days after submission, then such approval will not be required, but all other limitations, conditions and restrictions set forth in this Declaration shall apply and remain in force as to such plans and specifications and the Improvements to be constructed pursuant thereto. That is to say, if the proposed Improvement would violate this Declaration, the proposed Improvement may not be undertaken even though the Committee does not disapprove the plans and specifications within the ten (10) day period.

H. Evidence of Approval

Committee approval shall be deemed given if the plans and specifications submitted for final approval are marked and stamped as having been approved by a majority of the Committee and are dated and signed by a majority of the members of the Committee who were validly serving on the Committee on the date of such approval; provided, however, if to grant the final approval, the Committee must waive or modify any of the restrictions contained in Article III or N, then the plans and specifications must be approved as required by paragraph V of Article III and signed by the approving members.

I. No Liability

In no event shall Declarant, the Association or the Committee have any liability whatsoever to anyone for their approval or disapproval of the plans and specifications, regardless of whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty or otherwise. By way of example, neither Declarant, the Association nor the Committee shall have liability to anyone for approving or disapproving plans and specifications which provide for improvements which are not in conformity with the provisions of this Declaration. In addition, the Committee shall not be required to pass upon, and the approval by the Committee does not mean the Committee has passed upon, any technical aspects of the construction or whether the proposed construction meets zoning, building codes, safety requirements, municipal ordinances, or requirements including but not limited to tree removal ordinances, laws

and regulations.- The Committee's approval shall merely mean that the plans and specifications are in compliance with the intent and purpose of this Declaration as interpreted by, and the standards developed by, the Committee at the time. Owner shall be responsible for compliance with all laws and regulations and shall not look to the Committee for assistance or advice in complying with the same.

J. Assignment of Appointment Powers

Declarant may, in Declarant's sole discretion, assign, transfer, and delegate its power to appoint members to the Committee to the Association upon such terms and conditions as Declarant and the Association may agree. Declarant may not assign its power of appointment to any person or entity other than the Association.

Article III

Building and Use Restrictions for the Subdivision

A. Use of Lots

All the Lots shall be used for single family residential purposes only, and no improvement of any kind whatsoever shall be erected, re-erected, moved or maintained on a Lot except one (1) dwelling. Such a dwelling shall be designed and erected for occupation by one (1) single family in compliance with the zoning ordinances of the City for the Subdivision. A private attached garage for the sole use of the Occupants of the Lot upon which said garage is erected shall be erected and maintained.

B. Character and Size of Buildings

No plan for any dwelling will be approved unless the proposed dwelling has a minimum square footage required by the City from time to time. In addition, the dwelling must have the minimum square footage: for a one story dwelling (e.g. ranch), a minimum livable main floor area of 1,280 square feet; for a two story dwelling, a minimum livable floor area of 750 square feet on the first floor and a total of minimum livable floor area of 1,450 square feet. All computations of livable floor area shall be exclusive of garage, porches, terraces and basements. All garages must be attached or architecturally related to the dwelling. Each garage shall provide space for at least two (2) automobiles. Carports are prohibited.

C. Minimum Yard Requirements

No improvement on any Lot shall be erected nearer than:

- (i) twenty five(25) feet from the front Lot line, (front yard setbacks must vary from 25 feet to 40 feet to provide more aesthetic street appearance); nor
- (ii) thirty five (35) feet from the rear Lot line; nor

(iii) as permitted by the zoning ordinances of the City with regard to the corner and side lines to the Lot.

Approval of a variance by both the Committee and the appropriate committee or board of the City permitting front, rear or side yards smaller than the above minimums shall be deemed a valid waiver of this restriction.

D. Yard size

If the City shall, at any time, require yard areas larger than those specified in Paragraph C above, all improvements covered by such requirement shall comply.

E. Minimum Width

The minimum dwelling width shall be subject to the discretion of the Committee, which shall attempt to maintain uniform standards throughout the Subdivision.

F. Animals

No farm animals, livestock or wild animals shall be kept, bred or harbored on any Lot, nor shall any animals be kept or bred for commercial purposes. Domestic animals deemed to be household pets by the Committee and the City may be kept by the Occupant so long as such pets are cared for in a humane manner and are maintained a controlled so as not to be objectionable or offensive to others, as determined by the Committee. Any dog which is kept outdoors shall be kept either on a leash in the rear of the yard or in a dog run or pen. Dogs shall not be allowed to run loose or unattended and shall be on a leash when beyond the Occupant's Lot. All dog, runs or pens to be erected shall be located within the rear yard adjacent to a wall of the dwelling or garage and facing the rear or the interior of the Lot, shall not extend beyond the end of the dwelling or garage into the side yard, and shall be approved by the Committee prior to construction and installation.

G. Fences, Walls, Hedges, Etc.

No fence, wall or hedge of any kind shall be erected or maintained on any Lot without the prior written approval of the Committee; however, in no event shall (i) any fence, wall or hedge be maintained or erected with blocks or hinders vision at street intersections, (ii) any chain link fence be permitted, (iii) any fence, wall or hedge be erected, grown or maintained in front of or along the front building line of a Lot.

H. Easements

(i) Easements for the installation and maintenance of utilities, underground television cable, sewer lines, water mains, drainage lines, surface drainage swales and any other improvements which would serve the Occupants of the Subdivision, are reserved to Declarant, its successors and assigns, as shown on the Plat, and also in, on, under and over a strip of land six (6) feet in width (unless a greater amount is designated on the Plat) on each side of and along the

- rear of each Lot. The use of all or a part of such easements may at any time or times hereafter be granted or assigned by Declarant, its successors or assigns, to any person, firm, corporation, governmental unit or agency which furnishes such services or utilities.
- (ii) No building bay be constructed on maintained over or on any easements created herein or by the Plant; however, after the aforementioned utilities have been installed, plantings, fencing (where permitted) and other landscaping and concrete driveways and their extensions shall be allowed in the easement areas, so long as (a) they do not violate the provisions of this Declaration, (b) they do not interfere with, obstruct, hinder or impair the drainage plan of the Subdivision, and (c) access is available for the installation and/or maintenance of the utilities, drainage lines and/or additional facilities. This access may be used by Declarant, its successors or assigns, and the entities furnishing the services or utilities without liability for damage done to the landscaping permitted by this subparagraph.
- (iii) The Subdivision and the Lots are subject to perpetual and permanent easements in favor of the Oakland County Drain Commissioner and the County of Oakland (collectively referred to a "grantee", and grantee's successors, assigns and transferees, in, over, under and through the Subdivision. These easements may not be amended or revoked except with the written approval of grantee. The following terms, conditions and rights apply to these easements:
- a. The easements shall be for the purposes of developing, establishing, construction, repairing, maintaining, deepening, cleaning, widening and performing any associated construction activities and grading in connection with, any type of drainage facilities or storm drains;
 - b. The grantee shall have the right to sell, assign, transfer or convey these easements to any other governmental unit;
 - c. No person or entity, including Declarant, Owners and Occupants, shall build or place in the areas covered by the easements any Improvement, or engage in any activity or take any action, or convey any property interest or right, that would in any way actually or threaten to impair, obstruct, or adversely affect the rights of grantee under these easements;
 - d. The grantee and its agents, contractors and designated representatives have, at all times, the right of access to the property subject to these easements; and
 - e. All Owners and Occupants release grantee and its successors, assigns or transferees from any and all claims and liability for damages in any way arising from or incident to the exercise by grantee of its rights under these easements, and all Owners and Occupants covenant not be sue grantee for any such damages.

The rights granted to the County of Oakland and the Oakland County Drain Commissioner, and their successors and assigns, under this Article III may not be amended without the express written consent of the grantee hereunder. Any purported amendment or modification of the rights grant hereunder shall be void and without legal effect unless agreed to in writing by the grantee, its successors and assigns.

I. Wells

No well shall be dug, installed or constructed on a Lot.

J. Temporary Structures

Trailers, tents, shacks, sheds, barns and temporary structures of any nature whatsoever are expressly prohibited and no temporary occupancy shall be permitted in unfinished dwellings. However, the erection on a Lot of a temporary storage building for materials and supplies to be used by a Builder in the construction of a dwelling upon such Lot is permitted provided the same is removed upon completion of the dwelling.

K. Sales Agency and/or Business Office

Notwithstanding anything to the contrary elsewhere set forth herein, Declarant and Builder may construct and maintain a sales agency and a business office on any Lot which Declarant may select, or may use a model house for such purposes, and Declarant and Builder may continue to do so until such time as all of the Lots in which Declarant or Builder which have an interest are sold by them. Model home and sales office locations must be approved by the Declarant and may be subject to approval by the City.

L. Lease Restrictions

No Owner or Occupant of any Lot shall lease and/or sublease less than the whole of all Improvements on any Lot and all leases shall have a term of at least six (6) months.

M. Exterior Surface of Dwellings

The visible exterior wall of all Improvements shall be made of wood, brick, brick veneer and/or stone in any combination. Stucco and/or ledge rock may also be used (but such use is not required), so long as these materials do not exceed fifty (50%) percent of the total of all visible exterior walls. The use of cement block, slap, cinder block, imitation brick, asphalt, and/or any type of commercial siding is expressly prohibited. Windows and doors shall not be included in calculating the total area of visible exterior walls.

N. Signs

No sign or billboard shall be placed, erected, or maintained on any Lot except one sign advertising the Lot, or the Improvements and the Lot for sale or lease, which sign shall have a surface area of not more than five (5) square feet, and the top of which shall be not more than three (3) feet above the ground. All signs shall have been constructed

and installed in a professional manner, kept clean and in good repair during its display on a Lot, and shall in no event be placed nearer than twenty-five (25) feet from the front Lot line. The provisions of this paragraph shall not apply to signs installed or erected on any Lot by Declarant or any Builder during the initial construction of Improvements, or during the period a dwelling is used as a model or for display purposes. The Committee must approve in advance the colors of all signage.

O. Destruction of Building by Fire. etc.

Any debris resulting from the destruction in whole or in part of any Improvement on any Lot shall be removed with all reasonable dispatch from the Lot to prevent an unsightly condition.

P. Landscaping

Upon the completion of a dwelling on a Lot, the Owner or Occupant thereof (but not the Declarant or the Builder thereof), shall cause the Lot to be finished, graded and seeded or sodded and suitable landscaped as soon after the purchase of the Lot from Declarant or the Builder thereof as weather permits. The Lots shall be kept reasonable free of weeds by the Owner or Occupant thereof. All landscaping and lawns shall be well-maintained at all times.

Q. Driveways

All driveways shall be constructed on concrete paving material. The initial plans, submitted to the Committee in accordance with Article II hereof, shall designate the location of the driveway and the building materials to be used.

R. Home Construction/Brick Ledges

Drop brick ledges shall be utilized on construction of the dwellings to minimize fill.

S. Fertilizer Usage Restriction

Due to the sensitivity of ground and surface waters in the Subdivision and the surrounding area, fertilizer mixes shall be limited to the following maximum rate ranges:

Nitrogen	10-30
Phosphorous	0-1
Potassium	0-6

If the City has, or in the future adopts, a formal fertilizer ordinance, the ordinance's maximum application range shall apply. It is the intent of this restriction to apply only if no ordinance is in effect.

T. Natural Growth/Adams Road: Western Property Line

The natural growth and vegetation along Adams Road and along the Subdivision's western property line shall be preserved and shall not be removed or graded by any Owner or Occupant. The initial plans submitted to the Committee for any Lot abutting

these areas shall show the area of natural growth to be preserved and one the plans are approved neither the Owner nor an Occupant shall alter the natural growth or vegetation in the area designated on the plans. Should any natural growth or vegetation be removed, whether upon approval of the Committee or by mistake, it shall be promptly replaced by materials of equal or better size and quality.

U. Use of Pond Restricted

No Owner or Occupant shall wade into, swim in, boat, sail or canoe upon the Pond or use the Pond for any recreational use whatsoever. Each Owner shall be responsible for ensuring that their family, guests, licensees, invitees, agents and contractors abide by the terms of this paragraph U.

V. General Conditions

- i. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same shall not be kept on a Lot except in sanitary containers located on each Lot properly concealed from public view, which will be emptied as necessary and be properly maintained. Sanitary containers shall not be left along the roadway or in the front yard of any Lot for more than twenty-four (24) hours in any one week.
- ii. No house trailers, commercial vehicles or equipment, boat trailers, boats, camping vehicles or camping trailers by be parked on or stored on or in front or side yard of any Lot, unless stored fully enclosed within an attached garage. Commercial vehicles and trucks shall not be parked in the Subdivision or on any Lot therein unless parked fully enclosed within an attached garage, or except while making deliveries or pickups in the normal course of business. However, a construction trailer by be maintained by each Builder in a location designated by Declarant during the period when new dwellings are under construction in the Subdivision by the Builder, provided the construction trailer is kept in a clean and sightly condition at all times.
- iii. No laundry shall be hung for drying so as to be visible from the street on which the dwelling fronts, and in the case of Lots on a comer, laundry shall not be hung so as to be visible from the streets on which the dwelling fronts and sides.
- iv. All dwellings shall be equipped with electric garbage disposal units in the kitchen.
- v. The grade of all Lots in the Subdivision may not be changed without the written consent of the Declarant. This restriction is intended to prevent interference with the master drainage plans for the Subdivision.
- vi. No "through the wall" air conditioners may be installed on the front wall or in any front windows of any dwelling.

- vii. Outside compressors for central air conditioning units must be located in the rear yard and must be installed and maintained and screened in such a manner so as to create no-nuisance to the Occupants of the adjacent dwellings.
- viii. No swimming pool may be build which is higher than one (1) foot above the existing Lot grade. No above ground swimming pools shall be erected or maintained on any Lot.
- ix. To preserve the architectural integrity of the Subdivision, each Owner shall be responsible for re-staining the exterior wood siding of their home every thirty six months or as may be necessary. No change from the original color(s) shall be permitted unless approved by the Committee.
- x. No part of any Improvement shall be used for any business activity.
- xi. No outside television antenna or other antenna or aerial saucer or similar device shall be placed, constructed, altered or maintained on any Lot or Improvement unless the Committee determines, in their sole discretion, that the absence of any such device creates a hardship for the Occupant of the Lot.
- xii. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unsightly, or unkempt condition of Improvements or grounds on each Owner's Lot. This responsibility shall also apply to Builders during the construction period of a dwelling on a Lot. No lawn ornaments, sculptures or statues shall be placed or permitted to remain on any Lot.
- xiii. No noxious, offensive or illegal activities shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the Owners or Occupants of the Subdivision, as determined the Committee.
- xiv. No Lot shall be subdivided or its boundary lines changed except with the consent of Declarant.
- xv. Declarant hereby expressly reserves to itself the right to replat any two (2) or more Lots shown on the Plat to create a modified Lot or Lots and to take such other steps as are reasonably necessary to make such replatted Lots suitable and fit as a building site, including but not be limited to, the relocation of easements, walk-ways, and rights-of-way to conform to the new boundaries of the replatted Lots.
- xvi. No Owner or Occupant shall permit any motorized vehicle which is not in operation condition or not being used on a regular basis for transportation to be parked on its Lot unless such vehicle is completely enclosed in the attached garage.

W. Enforcing Authority

The provisions contained in this Article III and those contained in Article IV below shall be interpreted and enforced by the Committee in its sole discretion in accordance with standards established by the Committee. Every restriction contained in this Declaration may be waived by the Committee, in its sole discretion, provided it does so in writing and such waiver may only be granted on a case by case basis. Consequently, if the Committee desires to modify a restriction as it applies to all Lots, it must obtain an amendment to the Declaration as provided below. To waive a restriction contained in this Declaration, a majority of the Committee must vote in favor of the waiver; however, with respect to the restrictions described in Paragraphs A,B,C,G,H,J,M,T and U (i), (ii), (iii), (vi), (vii), (viii), (xi), (xii), (xiv), (xv) and (xvi), at least sixty-six percent (66%) of the Committee must vote in favor of the waiver to be granted.

Article IV

Tree Preservation

A. General Requirements for All Lots

All construction shall be carried out in strict compliance with all tree preservation laws, rules, and regulations of the City and other governing authorities, so as to promote the preservation of trees. In addition, the natural growth and vegetation along Adams Road, the western property line of the Subdivision, and Grey Road shall be preserved and remain undisturbed.

No tree measuring four (4) inches or more in diameter at a point four (4) feet above its base (a "major tree") may be removed without the written approval of the Committee. Prior to commencement of construction, the Owner of the particular Lot shall submit to the Committee, as part of its plans and specifications to be approved by the Committee, a plan for preservation of major trees in connection with the construction process. It shall be the responsibility of the Owner to maintain and preserve all major trees on the Owner's Lot, which responsibility includes watering trees, if necessary. Subject to restrictions imposed by governing authorities, an Owner may remove major trees on their Lot which are situated within the area to be used for the construction of the dwelling, provided the plans for the dwelling have been approved by the Committee. The area to be used for construction of a dwelling shall include all areas within ten (10) feet of the outer walls of the dwelling and the area within a driveway, utility easement, or right of way.

Prior to and during construction of a dwelling upon a Lot, the Owner shall take special precautions to protect major trees inside or within 25 feet of the dwelling being constructed. These precautions shall include additional watering and fertilizing of major trees to reduced shock and installation of snow fencing around the drift lines of major

trees to protect against soil erosion and root and other damage from clearing and earth compaction.

Notwithstanding anything contained herein to the contrary, the Owner shall be responsible for strictly complying with the ordinances and laws of the City or any other municipality having jurisdiction over the Subdivision with respect to tree preservation and tree removal. Each Owner should familiarize himself with the ordinances, rules and regulations of the City and any other municipality having jurisdiction over the Subdivision pertaining to tree preservation and tree removal prior to commencement of construction.

Article V

Homeowners Association Rights and Responsibilities

A. Establishment of Non-Profit Corporation

Declarant will organize within sixty (60) days of the date hereof the Association of Owners to be known as THE ADAMS RIDGE SUBDIVISION ASSOCIATION. The Association shall be 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 to be set forth in the corporate By-Laws for the Association.

B. Dedication of Common Area

Promptly after organizing the Association, Declarant shall dedicate and convey to the Association for the sole benefit of each Fee Owner of a Lot in the Subdivision a right and easement of enjoyment in and to any Common Area. Title to the Common Area shall vest in the Association subject to the rights and easements of enjoyment in and to such Common Area by the Fee Owners. Said easements of enjoyment shall not be personal, but shall be considered to 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. The Association shall be responsible for maintaining the Common Areas but not limited to those areas designated as parking area. The use of the Common Area shall be restricted to the Fee Owners; however, any Fee Owner may delegate, in accordance with the By-Laws for the Association, his right of enjoyment to the Common Area and associated facilities to an Owner or Occupant of the Lot.

C. Association Property Rights - Common Area

The rights and easement of enjoyment of each Fee Owner in and to the Common Area shall be subject to the following prior rights of the Declarant and the Association:

- (i) Declarant and the Association may agree from time to time to increase or deduce the size of the Common Area or to grant easements through it to permit the installation of any utility lines, television cable, drainage facilities

or any other improvements to the Lots or Subdivision. No such dedication, grant or transfer shall be effective unless an instrument agreeing to such dedication, grant or transfer signed by two-thirds (2/3) of the members of the Association has been recorded.

- (ii) The right of the Association to levy and collect assessments, as set forth in Section E hereof.

D. Membership and Voting Rights

Every Fee Owner shall be a mandatory member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. All Fee Owners shall be entitled to one (1) vote for each Lot they own. When more than one (1) person is a Fee Owner of a Lot, all such persons shall be members of the Association, the vote for such Lot may be exercised as they, among themselves, shall determine, but in no event shall more than one (1) vote be cast with respect to any one (1) Lot.

E. Membership Fees and Purpose

To pay the cost of carrying out its responsibilities hereunder, the Association may levy fees, dues or assessments on each Lot in the Subdivision, whether or not the Fee Owner of the Lot is an active member of the Association; however, if the Fee Owner of a Lot is the Declarant or a Builder on the first day of the month in which an assessment or portion thereof is to be collected, then the assessment for such Lot shall not be collected then the Association for that month and the uncollected amount shall be forgiven by the Association. All fees, dues or assessments shall be charged equally to each Lot that is eligible and may be enforced through the lien provided for in Section G of this Article or by any other lawful means of collecting debts.

The fees, dues, or assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Occupants in the Subdivision, and in particular for the improvement and maintenance of the Common Areas, the facilities thereon, and other property under the control of the Association, for the planting and maintenance of trees, shrubs and grass; for the operation and maintenance of recreational facilities (including but not limited to the tennis court and gazebo); for maintenance of the pond and associated fountains and wells; for caring for vacant Lots for which the Fee Owner is not Declarant or a Builder; and for providing community service.

Anything contained herein to the contrary notwithstanding, there shall be no fees, dues or assessments for any Lot until a dwelling is constructed on the Lot and the dwelling is purchased from Declarant or a Builder.

F. Special Assessments for Capital Improvements

In addition to the annual assessments authorized above, the Association may levy against each Lot a special assessment, applicable to a stated term only, for the purpose

of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any improvement upon the Common Area and other areas under the control of the Association, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for that purpose. These special assessments shall not be collected from Declarant or Builder on Lots for which they are the Fee Owner.

Lien

Any fees, dues or assessments established by the Association, and any amounts or expenses incurred in enforcing the restrictions contained in this Declaration, including attorneys' fees, shall constitute a lien on the Lot of each Fee Owner, other than Declarant and each-Builder, who is deemed the party responsible for such fees or expenses. The Association may enforce the lien by recording appropriate instruments confirming the existence of the lien and foreclosing the lien by appropriate legal action. In such legal action, a court of competent jurisdiction shall be empowered to order a sale of the Lot subject to the lien to satisfy the lien. The lien shall be subordinate and junior to the lien of any first mortgage securing a loan for the acquisition or improvement of the Lot which is subject to lien.

Association By-Laws

Any sale or purchase of a Lot in the Subdivision shall be subject to the By-Laws and to cause each Owner and Occupant of its Lot to do the same. The By-Laws of the Association may be amended only upon the affirmative vote of three-fourths (3/4) of the Fee Owners of the Lots, but such amendment or modification shall not have a retroactive effect.

Indemnification of Declarant

In consideration for the conveyance of the Common Areas by Declarant to the Association, the Declarant will require the Association to agree that, upon recording of the conveyance instrument, the Association will thereafter during the term of this Declaration indemnify and hold harmless the Declarant, its partners and their shareholders and officers from and against any and all liability, loss, damage or expense of any kind or description whatsoever sustained or suffered by any of them or to which any of them may be subjected by virtue of any claim, suit, allegation or action arising from any personal injury or property damage sustained by any party, including Owners, Occupants and their guests, invitees and licensees, on the Common Areas or during the use of any of the Improvement on the Common Area, except for personal injury or property damage arising solely from the gross negligence or willful misconduct of a party indemnified hereunder. Each Fee Owner as a member of the Association, acknowledges this indemnity and hereby agrees to its terms.

ARTICLE VI

SPECIAL AREAS - EASEMENT AREAS

A. Berm Easement and Maintenance

As part of its development of the Subdivision, declarant has caused to be constructed a berm along Adams Road. Each Owner of a Lot which includes a portion of the berm shall cause to be maintained that portion of the berm which lies within that Owner's Lot. Maintenance shall include, but not be limited to, maintaining the configuration and topography of the berm, keeping the berm free from debris, maintaining any landscaping or vegetation within the berm area, and cutting grass and removing unsightly vegetation.

B. Easement for Drainage and Retention

The area designated for drainage and retention on the Plat shall be used solely for that purpose and be deemed part of the Common Area. No Owner or Occupant shall interfere with the drainage and retention area.

ARTICLE VII

GENERAL PROVISIONS

A. Term

This Declaration shall be in full force and effort for an initial period of thirty (30) years from the date hereof, and thereafter for successive periods of twenty-five (25) years each unless terminated by the affirmative vote of at least seventy-five (75%) of the members.

B. Run with the Land

The provisions of this Declaration shall run with and bind the land within the Subdivision, including the Lots, during the term of this Declaration. Declarant, the Association, each Fee Owner of a Lot from time to time, and all of their successors and assigns, 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, this Declaration and/or any of the restrictions contained herein, in addition to the right to bring a legal action for damages. Whenever there shall have been built, erected or constructed upon any Lot any Improvement which is and remains in violation of this Declaration for a period of thirty (30) days after receipt of written notice of such violation from Declarant or the Association, or either of their successors or assigns, then the notifying party shall have, in addition to the foregoing rights, the right to enter upon the Lot where such violation exists and summarily abate or remove the same at the

expense of the Owner whose Lot is in violation, and such entry and abatement or removal shall not be deemed as trespass. In no event shall the failure of any party entitled to enforce any provision of this Declaration as to a particular violation be deemed to be a waiver of the right to do so as to any subsequent violation, nor shall any such party assume any liability to any person or entity of whatsoever kind or nature for its or their failure to enforce any provision of this Declaration.

C. Severability

Invalidation of any covenant, restriction, paragraph or section of this Declaration by judgement or court order shall in no way affect any other covenant, restriction, paragraph or section of this Declaration, which shall remain in full force and effect.

D. Amendments

This Declaration may only be amended during the first thirty (30) year period by an instrument signed and by not less than ninety (90%) percent of the Fee Owners and thereafter, by an instrument signed by not less than seventy five (75%) percent of the Fee Owners. In no event may the provisions of Article II A. or Article 11 V be amended without the consent of Declarant, which consent may be withheld in Declarant's sole discretion. Any amendments must be recorded with the Oakland County Register of Deeds.

E. Assignment of Rights and Powers

Any or all of the rights and powers, titles, easements and estates hereby reserved by or given to Declarant may be assigned by it to the Association upon such terms and conditions as Declarant and Association may agree. Any such assignment or transfer shall be made by appropriate written instrument in which the Association shall join for the purpose of evidencing its consent to the acceptance of such powers and rights, and Association shall thereupon have the same rights and powers and be subject to the same obligations and duties as herein reserved by or given to and assumed by Declarant. Such instrument, when executed by the Association, shall without further act release Declarant from the obligations and duties in connection therewith.

F. Address

Each Fee Owner of a Lot shall provide its correct mailing address to the Association, and shall notify the Association promptly in writing of any subsequent changes of address.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed as of the 8th day of April, 1993.

WITNESSETH:

Original document signed

Marjorie L Whetstine

Original document signed

Amy K Warmus

DECLARANT:

THE CHASE COMPANY

a Michigan Co-Partnership

by: CHAMANDA VI, INC., Partner

by: *Original document signed*

Phillip Wm. Fisher,

President

by: GPJK COMPANY, INC., Partner

by: Original document signed

Gary Wm. Menzol, President

This document is a re-typed duplicate of the original Declaration of Restrictions document covering both the Subdivision No. 1 version for Plots 1-58 issued in October 1992, and the Subdivision No.2 version for Plots 57- 158 issued in April 1993. The latter issue was identical to the earlier issue except that the minimum dwelling sizes stated in Article III, Section B, were reduced to those square footages shown.

DA Barrett

Secretary, Adams Ridge Homeowners Assoc.

January 1997.