LIBER 11282 PG 397

DECLARATION OF RESTRICTIONS FOR CRANBERRY POINTE SUBDIVISION

WHEREAS, the undersigned, Biltmore Properties Corporation, a Michigan Corporation, of 2025 W. Long Lake Road, Suite 104, Troy, Michigan 48098, hereinafter referred to as "Declarant", being the owner in fee simple of the lands hereinafter described, and hereinafter referred to as "The Subdivision", desires to create a planned community with private common area for the benefit of all residents of The Subdivision, which is located in Independence Township, Oakland County, Michigan, and more particularly described as:

Lots 1 through 42, both inclusive, of Cranberry Pointe Subdivision, of part of the Northeast 1/4 of Section 17, T. 4 N., R. 9 E., Independence Township, Oakland County, Michigan, according to the plat thereof as recorded in Liber 211 of Plats, pages 5 through 11, both inclusive, Oakland County Records; and

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, as hereinafter defined, and to this end desires to subject The Subdivision and the Common Area to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of The Subdivision and each owner of a 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 own, maintain and administer the Common Area and facilities that may be constructed thereon, including without limitation the sedimentation control basin, private storm drainage easements and subdivision entrances, and to collect and disburse the assessments and charges hereinafter created, and to promote the recreation, health, safety and welfare of the residents.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the undersigned, its successors and assigns, and all intending purchasers, and future owners of the various lots comprising The Subdivision, the undersigned Declarant for itself, its successors and assigns does hereby publish, declare and make known to all intending purchasers and future owners of the various lots comprising The Subdivision, that the same 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 conveyance and contracts for the sale of said lots and shall run with the land and be binding upon all grantees of individual lots in The Subdivision and on their respective heirs, personal representatives, successors and assigns.

ARTICLE I
DEFINITIONS

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Section 1. "Association" shall mean and refer to the Cranberry Pointe Subdivision Association, a Michigan Non-Profit Corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of The Subdivision, or the land contract purchaser thereof, but excluding those having any interest merely as security for the performance of an obligation.

Section 3. "Common Area" shall mean those areas of land within The Subdivision (including the improvements thereto) now or

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hereafter owned by the Association for the common use, benefit and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot within The Subdivision is described as follows:

"Outlot A", Cranberry Pointe Subdivision, of part of the Northeast 1/4 of Section 17, T. 4 N., R. 9 E., Independence Township, Oakland County, Michigan, according to the plat thereof as recorded in Liber 211, pages 5 through 11 of plats, both inclusive, Oakland County Records.

Section 4. "lot" shall mean and refer to any numbered lot shown on the recorded plat of The Subdivision.

Section 5. "Declarant" shall mean and refer to Biltmore Properties Corporation, a Michigan Corporation, its successors and assigns.

Section 6. "Declaration" shall mean and refer to this Declaration of Restrictions, as recorded in the office of the Oakland County Register of Deeds, State of Michigan.

Section 7. "Member" shall mean and refer to those persons entitled to membership in the Association, as provided in this Declaration.

Section 8. "Independence Township" shall mean and refer to the Charter Township of Independence and any successor.

ARTICLE II
ESTABLISHMENT AND DEDICATION

Section 1. Establishment of Non-Profit Corporation.

There is hereby established an association of Owners of Lots 1 through 42, both inclusive, of Cranberry Pointe Subdivision, to be known as the Cranberry Pointe Subdivision Association. Such Association shall be organized within ninety (90) days after the date the plat of Cranberry Pointe Subdivision has been recorded with the Oakland County Register of Deeds. 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 set forth in the corporate By-Laws for the Association.

Section 2. Dedication of Common Area.

Declarant hereby dedicates and conveys to each Owner of a lot in The Subdivision a right and easement of enjoyment in and to the Common Area and hereby covenants that it will convey the Common Area to the Association free and clear of all liens and encumbrances within ninety (90) days after the date the plat of Cranberry Pointe Subdivision has been recorded. Title to the Common Area shall vest in the Association subject to the rights and easement of enjoyment in and to such Common Area by the Owners. Said easement 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.

ARTICLE III
PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment.

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

a. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency or authority, for such purposes and subject to such conditions as may be agreed to by the Members. 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 has been recorded.

b. The right of the Association to levy assessments, as set forth in Article V, below.

Section 2. Delegation of Use.

Any Owner may delegate, in accordance with the By-Laws, his rights of benefit and enjoyment of the Common Area and facilities to the members of his family, his tenants, or purchasers who reside on his lot.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

Section 1. Mandatory Member.

Every Owner of a lot shall be a mandatory Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a lot.

Section 2. One vote per lot.

All Members shall be entitled to one vote for each lot owned. When more than one person holds an interest in a lot, all such persons shall be Members. The vote for such lot shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any one lot.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the the Lien and Personal Obligation of Assessments.

Each Owner of a lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual general assessments or charges, and (2) special assessments for capital improvements. Such assessments shall be established and collected as hereinafter provided. The general and special assessments, together with interest thereon, late payment fees and collection costs, including reasonable attorney's fees, shall be a charge on the lot and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with interest thereon, late payment fees and costs of collection thereof, including reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such lot at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. The obligation of Declarant and each builder who has purchased one or more lots for construction of residences thereon for sale to Owners is separately set forth in Section 6 of this Article.

Section 2. Purpose of Assessments.

a. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in The Subdivision, and in particular for the improvement and maintenance of the Common Area now or hereafter owned by the Association, and facilities thereon, and other areas now or hereafter under the control of the Association, including without limitation the sedimentation control basin, private storm

drainage easements and subdivision entrances; for planting, maintenance and replacement of trees, shrubs and grass; for construction, operation and maintenance of recreational facilities; for caring for vacant lots; for providing community services; and for the protection of the Owners.

b. The Association shall be obligated on an ongoing basis to maintain the Common Area and other areas under the control of the Association, including without limitation the sedimentation control basin, private storm drainage easements, subdivision entrances and other areas and improvements specified in this Declaration. With regard to the sedimentation control basin located within Outlot A, the Association shall be obligated to maintain such basin in good order and condition, and shall take such other steps as are both necessary and reasonable, in order to restrict the flow of sedimentation run-off into Cranberry Lake. To discharge a portion of this obligation, a regular program of maintenance shall be established which shall include periodic cleaning and dredging of the sedimentation control basin and replacing of all existing storm water and sediment control filters to the extent necessary to minimize any dimunition in the effectiveness of the sedimentation control basin. Failure of the Association to properly maintain the sedimentation control basin as required herein shall permit Independence Township to avail itself of its rights specified in Section 11 of this Article V.

Section 3. Maximum Annual Assessment.

Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be Ninety Dollars ($90.00) per lot.

a. From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year to an amount which is not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Members.

b. From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased above ten percent (10%) 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 that purpose.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy against each Owner, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any improvement upon the Common Area and other areas under the control of the Association, including without limitation all subdivision entrances, private storm drainage easements, sedimentation control basins, fixtures and personal property. In the event that a special assessment appears to the Association to be necessary in order to permit the Association to fulfill its Common Area construction, reconstruction, repair or replacement obligations set forth in this Declaration, no vote of the Members shall be required. Any special assessment which does not appear to the Association to be necessary for such purposes 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.

Section 5. Notice and Quorum for Actions Authorized Under Section 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 of this Article shall be sent to all Members not less than 15 days nor more than 30 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast forty (40%)

percent of the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rate of Assessment.

Both the general and the special assessments shall be set by the Board of Directors at a uniform rate for the Owners of all lots and may be collected on a monthly or an annual basis. However, notwithstanding anything to the contrary contained herein or elsewhere in this Declaration, no general assessment levied against the Declarant, or any builder who has purchased one or more lots for the purpose of constructing a residence on each lot for sale to an Owner, shall exceed the sum of fifty cents (50c) per month for each full month each lot is owned or purchased on a land contract.

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 first lot to an Owner. A conveyance to a builder who has purchased a lot for the purpose of constructing a residence thereon for sale to an Owner shall not be deemed a conveyance to an Owner. 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. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot shall be binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association.

In order to defray the costs of collection, any assessment not paid in full within thirty (30) days after its due date shall bear interest from the due date at the rate of eleven (11%) percent per annum and shall be subject to a late payment fee in the amount of Twenty and 00/100 ($20.00) Dollars. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Owner's lot. The Owner shall be responsible to pay for any attorneys fees and other expenses incurred by the Association in collecting the amount due. 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. Exempt Property.

All Common Area and all other property exempt from taxation by state or local governments and dedicated for public use shall be exempt from assessment, charge and lien created herein.

Section 10. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein on any lot shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the lien of the assessments. However, the sale or transfer of any lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of the assessments, but shall not extinguish the Owner's personal obligation for payment of assessments which became due prior to

such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments becoming due after such sale or from the lien thereof.

Section 11. Failure of Association to Maintain the Common Area.

In the event that the Association shall at any time fail to construct or maintain in reasonable order and condition the Common Area and other areas under the control of the Association, including without limitation the sedimentation control basin, private storm drainage easements, subdivision entrances and, when and as specified by the provisions of Section 4 of Article VII, below, any lot which has not been properly maintained by its Owner, Independence Township may serve written notice upon the Association or upon the Owners setting forth the manner in which the Association has failed to maintain the Common Area or such other areas under the control of the Association in reasonable condition, and said notice shall include a demand that deficiencies of maintenance be cured within a stated reasonable time period. If the deficiencies set forth in the notice or in any modification thereof shall not be cured within said reasonable time or any extension thereof, Independence Township, in order to preserve the taxable values of the properties within The Subdivision and to prevent the Common Area and such other areas under the control of the Association from becoming a public nuisance, may enter upon the Common Area and such other areas under the control of the Association and maintain the same for a reasonable period of time. Said maintenance by Independence Township shall not constitute a taking of the Common Area and such other areas under the control of the Association nor vest in the public any right to use the same. In the event that Independence Township declares the existence of an emergency upon or caused by the Common Area or other areas under the control of the Association which threatens the public health, safety or general public welfare, Independence Township shall have the right immediately and without notice to take immediate reasonable corrective action.

The cost of any such maintenance or corrective action incurred by Independence Township, plus an administrative fee equal to twenty-five (25%) percent of such cost, shall be paid by the Association to Independence Township and, if not paid within thirty (30) days following the request of Independence Township, shall become lien on each lot in The Subdivision, on a pro rata basis, to be assessed and collected by placing such amounts on the next annual Independence Township delinquent tax roll at the discretion of Independence Township, and shall accrue interest and penalties and shall be collected in the manner provided by law for the collection of real property taxes. Alternatively, if such costs and fees are not paid within a reasonable time by the Association, Independence Township may sue to collect said costs and fees and if litigation commences, the Association shall be required to pay, in addition to said costs and fees, all court costs and attorney fees incurred by Independence Township. Independence Township may, at the time of entering upon the Common Area and other areas under the control of the Association for the purpose of maintenance, file a notice of lien upon the lots in The Subdivision in the office of the Oakland County Register of Deeds.

ARTICLE VI
ARCHITECTURAL CONTROL

No building, fence, wall, deck, swimming pool, outbuilding or other structure, landscaping or exterior improvement shall be commenced, erected or maintained on any lot, nor shall any exterior addition to or change or alteration therein or change in the exterior appearance thereof or change in landscaping be made until the plans and specifications showing the nature, kind, size, shape, height, colors, materials, topography and location of the same on the lot shall have been submitted to and approved in writing by an

architectural control committee composed of three (3) persons appointed by the Declarant (who are not required to be Members of the Association), hereinafter called the "Committee". Each member of the Committee shall serve for a period of one (1) year, or until replaced by a subsequent appointee. After the initial residential construction period has been completed and houses have been built on not less than ninety (90%) percent of the lots, the Declarant may delegate or assign its power of appointment of Committee Members to the Association.

Section 1. Requirements for Committee Approval.

Plans and specifications for final approval by the Committee shall include the following:

a. Complete plans and specifications sufficient to secure a building permit in Independence Township, including a dimensioned plot plan showing the lot and the placement of the residence, garage, outbuildings, and fences (if any) on the lot.

b. Front elevation, side elevations and rear elevation of all buildings, plus elevations of walls and fences (if any).

c. A perspective drawing, if deemed necessary by the Committee, to allow the Committee to adequately interpret the exterior design.

d. Data as to size, materials, colors and texture of all exteriors including roof coverings, fences (if any) and walls.

e. One set of blueprints shall be left with the Committee until construction is completed.

Section 2. Preliminary Approval.

Preliminary plans may first be submitted for preliminary approval.

Section 3. Committee Approval is Subject to Restrictions.

No approval by the Committee shall be valid if the structure or improvement violates any of the restrictions set forth in Article VII or VIII of this Declaration, except in cases where waivers have been granted as provided for in the said Articles.

Section 4. Committee Right to Disapprove.

The Committee may disapprove plans because of noncompliance with any of the restrictions set forth in Articles VII and VIII of this Declaration, or because of reasonable dissatisfaction with the grading and drainage plan, the location of the structure on the lot, the materials used, the color scheme, the finish, design, proportions, shape, height, style or appropriateness of the proposed improvement or alteration or because of any matter or thing, which in the reasonable judgment of the Committee, would render the proposed improvement or alteration inharmonious or out of keeping with the objectives of the Committee or with improvements erected on other lots in The Subdivision.

Section 5. Failure of Committee to Act.

In the event the Committee fails to approve or disapprove plans within fifteen (15) 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.

Section 6. Evidence of Committee Approval.

Committee approval shall be deemed given if the plans and specifications for approval are marked or stamped as having been finally approved by the Committee, and are dated and signed by a member of the Committee who was validly serving on the Committee

on the date of such approval.

ARTICLE VII
BUILDING AND USE RESTRICTIONS FOR THE SUBDIVISION

Section 1. Residential Use.

All lots in The Subdivision other than Outlot A shall be used, improved and devoted exclusively to single family residential purposes. No more than one dwelling house may be erected on any one lot.

Section 2. Sediment Basin.

Outlot "A" shall be used and devoted primarily to containing a sedimentation control basin serving The Subdivision.

Section 3. Nuisances.

No activity shall be permitted to exist or operate on any lot which may be or become detrimental to the occupant of any other lot or which may be or become an annoyance or nuisance to residents in the Subdivision.

Section 4. Maintenance.

a. Each lot shall be planted or sodded with a low maintenance grass mixture such as 50% Kentucky bluegrass and 50% fine leaf fescue. An improved bluegrass may be used for part or all of the Kentucky bluegrass portion of the mixture, such as Baron, Adelphi, Galaxy, Victa, Cheri or Touchdown. Unless a soil test indicates a serious need for phosphorus and potassium, fertilizers such as 12-12-12, 5-10-5 or 10-6-4 shall not be used. Recommended fertilizers are those containing little or no phoshorus and potassium such as 23-0-6, 30-4-4 or 26-4-4. Use of nitrogen only fertilizers such as urea (46-0-0) and ammonium nitrate (33-0-0) shall be restricted because of their high water solubility, which might contribute to the contamination of Cranberry Lake.

b. Each Owner of each vacant lot, and each occupant of a residence on each improved lot shall keep his entire lot and all improvements thereon in good order and repair and free from debris. Each such owner and occupant shall further keep all lawns, berms, plantings and other landscaping lying within the public right-of-way located between his lot lines and the back of the curb of the subdivision's interior street pavements to which his lot abuts in good order and repair and free of debris. "Good order and repair" shall include, but not be limited, to the seeding or sodding, watering and mowing of all lawns, the pruning, cutting and replacement, if necessary, of all trees and shrubbery and the painting or other appropriate external care of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. As part of his maintenance obligation, each Owner of lot 1 and lots 28 through 34, both inclusive, shall be responsible to maintain in good order and repair all landscaping and plantings located on the western half of the earthen berm located on his lot adjacent to the M-15 (Ortonville Road) right-of-way.

c. Should any Owner fail to maintain the lawns, trees or shrubbery on his lot in good order and repair as required by this paragraph 4, then the Association may serve written notice upon the Owner setting forth the manner in which the Owner has so failed. In the event that the deficiency of maintenance, repair or replacement stated in such notice is not cured within fifteen (15) days following the date of such notice, the Association shall be authorized and permitted to enter the lot for the purpose of curing the deficiency. If, following cure of the deficiency, the deficiency reoccurs and persists, the Association shall be authorized and permitted to enter the lot as often as is reasonably required for the purpose of continually maintaining in good order

and repair the lawns, trees and shrubbery on the lot, which right of the Association shall continue until such time as the Association reasonably shall determine that the Owner of the deficient lot is willing and able to reassume the maintenance responsibility.

The cost incurred by the Association for such maintenance, repair and replacement, plus an administrative fee equal to twenty (20%) percent of such cost, shall be payable by the Owner to the Association within ten (10) days following such date as the Association sends the Owner a bill therefor. If the amount billed is not paid within such ten (10) day period, the unpaid amount shall be a charge on the lot, shall be a continuing lien upon the lot, and shall be treated as an additional assessment against the lot subject to treatment in accordance with the provisions of this Declaration controlling and affecting such assessments, including without limitation those stated in Article V of this Declaration.

Section 5. Utility Easements.

Easements are reserved as shown on the plat.

Section 6. Minimum Setback and Yard Requirements.

No building shall be erected or maintained on any lot which has a front yard setback of less than forty (40') feet from the front lot line, nor shall any building be erected or maintained on any of such lots which is nearer than ten (10') feet from the side lot line on one side, nor shall the total of both side yards be less than twenty (20') feet in width with regard to interior lots. No side yard abutting a street shall be less than forty (40') feet and such side yard shall be considered as a front yard. No lot shall have a rear yard setback of less than fifty (50') feet from the rear lot line. Approval of a variance by Independence Township permitting front, rear or side yards smaller than the above minimums shall be deemed a valid waiver of this restriction.

Section 7. Building Height.

No building shall be erected or maintained on any lot which exceeds the maximum height or story requirements imposed from time to time by Independence Township Ordinance, unless a variance from such requirements is approved by Independence Township.

Section 8. Minimum Lot Size.

In the event that one or more lots or parts of lots are developed for use as a site for a single residence, all restrictions set forth herein shall apply to such resulting site. In any event, no dwelling shall be erected, altered, placed on or permitted to remain on any lot unless such lot or site has an area of at least fifteen thousand (15,000) square feet and has a width at the front building setback line of at least one hundred (100') feet.

Section 9. Garages.

A garage capable of housing at least two (2), but no more than three (3) automobiles shall be erected simultaneously with the construction of each house in The Subdivision. All garages shall be attached to the principal dwelling or architecturally related thereto by a breezeway or other means. For yard and setback purposes, all garages shall be deemed to be an integral part of the dwelling. Garages shall be only for the private use of the occupant of the related dwelling. Carports are specifically prohibited.

Section 10. Character and Size of Buildings.

No dwelling shall be permitted on any lot unless the useable floor area of the dwelling contains not less than one thousand eight hundred (1,800) square feet in the case of a one

story building or bi-level building, two thousand one hundred (2,100) square feet (with a minimum of 1,800 total square feet in the two uppermost levels) in the case of a tri-level building and two thousand two hundred (2,200) square feet in the case of two-story, quad-level and all other types of buildings.

Section 11. Temporary Structures.

No trailer, basement, tent, shack, garage, barn, outbuilding or other structure of a temporary character shall at any time be used as a residence or dwelling either permanently or on a temporary basis. No unfinished dwelling shall be occupied as a temporary residence. Storage buildings may be maintained to house building materials and supplies during the period of construction of permitted dwellings, which storage buildings shall be removed upon completion of the dwelling units. A temporary sales office may be maintained by each builder or builders in the subdivision during the period of construction and sale of new houses.

Section 12. Recreational Structures.

Recreational structures, including swimming pools, shall be screened from view from any street lying entirely within the subdivision by an evergreen hedge or other visual barrier approved by the Committee. No recreational structure, including a swimming pool, shall be located on a lot nearer to the front line, or a side lot line adjoining a street, than the minimum setback of forty (40') feet.

Section 13. Signs.

No sign for any business or commercial purpose shall be displayed on any lot except one sign of not more than six (6) square feet in area advertising the property for sale or rent. This restriction shall not apply to signs used by builders for which permits have been granted by Independence Township during the period of construction of houses on the lots in The Subdivision, for advertising, model and display purposes.

Section 14. Site Distances at Street Intersections.

No fence, wall, hedge, shrub, planting or tree shall be permitted to remain on any corner lot which obstructs sight lines at elevations between three (3) and eight (8) feet above the roadway within the triangular area formed by lines along the curb of the intersecting streets of each corner of the street intersection and a line connecting them at points twenty (20) feet from the intersection of the streets, or in the case of rounded corners, from the intersection of the lines along the curb, as extended. Trees shall be permitted adjacent to such triangular corner areas only so long as their foliage is maintained at sufficient height so as to prevent obstruction of such site lines. This shall not prohibit the establishment of shrubbery maintained at a height of thirty-six (36") inches or less.

Section 15. Animals.

No farm animals, wild animals or poultry shall be kept, bred, raised or harbored on any lot; except that household pets may be kept for the personal enjoyment of residents, and not for any commercial purpose, so long as they have such care as not to be objectionable or offensive due to noise, odor or unsanitary conditions.

Section 16. Fences.

a. No fence, wall or solid hedge may be erected, grown or maintained in front of or along the front building line of any lot unless it is ornamental in nature, is aesthetically pleasing and is in architectural harmony with the design of the house.

b. No fence or wall may be erected or maintained on or along the side or rear lot lines unless required by local ordinance, except that fences used for dog runs or pens are permitted, as long as they are located only in the rear yard adjacent to a wall of the main dwelling or garage and face the rear of the lot.

Section 17. General Conditions.

a. No lot shall be used or maintained as a dumping ground for trash, rubbish, dirt, garbage or waste. All rubbish and garbage shall be kept in sanitary containers properly concealed from public view. Garbage containers shall not be left at the street for more than 24 hours in any one week.

b. No commercial vehicles, boats, travel trailers, mobile homes, campers, snowmobiles or trailers used to store or transport any of these vehicles shall be permitted to be parked or stored on the driveway, or in the front, side or rear yard of any house or on any vacant lot in The Subdivision for more than twelve (12) hours. Such vehicles may be parked or stored for in excess of twelve (12) hours only within a garage which conforms to the garage requirements as hereinabove set forth.

Section 18. Natural Drainage.

No lot grade may be altered so as to interfere with the proper surface drainage of such lot, unless proper alternative provision is made for such drainage. Where there exists on any lot or lots a condition of accumulation of storm water remaining over an extended period of time, the lot owner may, with the prior written approval of Independence Township, take such steps as shall be necessary to remedy such condition, provided that no obstruction or diversions of existing storm water drainage swales and channels, over and through which surface storm water naturally flows upon or across any lot, shall be made by the Owner in such manner as to cause damage or nuisance to other property.

Section 19. Flood Plain.

a. No filling, grading, alteration or occupation of the 100 Year Flood Plain limits for Cranberry Lake, as shown on the recorded plat, will be allowed without the approval of both the Michigan Department of Natural Resources and Independence Township. The 100 Year Flood Plain limit for Cranberry Lake is 1044.5 (N.G.V. datum).

b. All buildings used or capable of being used for residential purposes and occupancy shall have all floors, including basement floors, constructed a minimum of one foot above the flood plain limit.

c. The restrictions and conditions imposed in this Section 19 shall be observed in perpetuity and shall not be amended and are hereby excluded from the time limitation set for the duration of the other restrictions contained below in Section 3 of Article IX of this Declaration.

ARTICLE VIII
RESTRICTIONS ON THE USE OF COMMON AREA

Section 1. Motor Vehicles.

All vehicles propelled by a motor, other than those used for maintenance purposes, including but not limited to snowmobiles, all-terrain vehicles, motorcycles, mo-peds, motor boats, jet-skis, automobiles, trucks and vans are expressly prohibited from operation or storage in the Common Area.

Section 2. Structures.

No permanent wall, building or structure may be constructed nor any development or improvement done on or in the Common Area.

Section 3. Pollution.

No Owner shall throw trash, refuse, or rubbish of any kind in the Common Area. No substance of any kind may be discharged into the sedimentation control basin contained within Outlot A without the prior written approval of both the Michigan Department of Natural Resources and Declarant.

Section 4. Dogs.

No Owner shall allow his dog to run loose in the Common Area or swim in the sedimentation control basin contained in Outlot A.

Section 5. Use of Common Area.

The Common Area shall be used only for passive recreation. Golfing, swimming and all active sports are prohibited. No Owner shall permit or suffer the use of the Common Area for any commercial purposes. All activities on and in the Common Area shall be carried on in such a manner as not to be disturbing or offensive to other Owners. No firearms, air rifles, pellet or BB guns, bows and arrows, sling shots or other weapons shall be used on or in the Common Area.

Section 6. Wild Life.

No Owner shall permit or suffer the molestation or destruction of wild ducks, geese, birds or other harmless wild life on, in or over the Common Area.

Section 7. Liability.

The Association shall maintain liability insurance in sufficient amounts for the purpose of protecting itself as well as the Owners, the Declarant and builders from the burden of liability resulting from accidents which may cause death or injury to anyone while in the Common Area or property under the jurisdiction or control of the Association.

Section 8. Published Rules.

The Declarant reserves the right to publish from time to time reasonable rules and regulations consistent herewith governing the use of the Common Area, as well as other matters relating thereto.

ARTICLE IX
GENERAL PROVISIONS

Section 1. Enforcement.

The Association, or any Owner, shall have the right to enforce, by any proceeding at law, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Association or 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 or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment.

The covenants and restrictions of this Declaration, other than those contained in Section 4(b) and (c), and Section 19 of Article VII which shall be observed in perpetuity, 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 eighty (80%) percent of the Owners and thereafter by an instrument signed by not less than seventy (70%) percent of the Owners. Any amendment must be recorded with the Oakland County Register of Deeds. As indicated above, Section 4(b) and (c), and Section 19, of Article VII shall not be subject to amendment, and shall run with the land in perpetuity.

Section 4. Assignment or Transfer of Rights and Powers.

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

Section 5. Transition of Association Board of Directors.

The Association By-Laws shall provide that the Board of Directors of the Association may be appointed by the Declarant until such time as eighty (80%) percent of the lots in The Subdivision have been sold to Owners, and thereafter shall be elected by the Owners. In the event that eighty (80%) percent of the lots in The Subdivision have been sold to Owners and the Owners are unwilling or unable to elect a Board of Directors who desire to serve as Directors, the Declarant reserves the right to grant to the Management Agent of the Association or to such other designee chosen by Declarant the right to appoint a Board of Directors composed of either Owners or non-Owners, or some combination thereof. The fee charged by the Management Agent or other designee and by the Directors shall be paid directly by the Association. The right of the Management Agent or other designee to appoint the Board of Directors shall continue until the first annual meeting at which the Owners are willing and able to elect a Board of Directors of Owners who desire to serve as Directors.

IN WITNESS WHEREOF, the undersigned, being all of the parties with an ownership interest in the lots in The Subdivision have caused these presents to be executed on this 22nd day of February, 1990.

In the presence of:

Jack R. Carnahan
JACK R. CARNAHAN

Joyce E. Kuhn
JOYCE E. KUHN

BILTMORE PROPERTIES CORPORATION
a Michigan Corporation

By: _____
Andrew M. Coden
Its Vice President

Comerica Bank - Detroit hereby consents to the foregoing Declaration of Restrictions and agrees that its mortgage shall be subject and subordinate to such Declaration of Restrictions.

In the presence of:

Sharon Pryblicki
Sharon Pryblicki

Carolyn M. Baird
Carolyn M. Baird

COMERICA BANK - DETROIT, a National Banking Association

By: J Nowicki
James Nowicki
Corporate Banking Officer

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 22nd day of February, 1990 by Andrew M. Coden, Vice President of Biltmore Properties Corporation, a Michigan Corporation, on behalf of said corporation.

My Commission expires:

April 13, 1993

Joyce E. Kuhn
Joyce E. Kuhn, Notary Public
Oakland County, Michigan

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 22 day of February, 1990 by James Nowicki, Corporate Banking Officer of Comerica Bank - Detroit, a National Banking Association, on behalf of the Association.

My Commission expires:

11-24-90

KAREN S. PAUL
Notary Public, Oakland County, Mich
Acting In Oakland County, Mich
My Commission Expires November 24, 1990

Karen S. Paul
Notary Public
County, Michigan

This instrument drafted by, and after recording return to:

Andrew M. Coden, Esq.
2025 West Long Lake, Suite 104
Troy, Michigan 48098

CRANPTE.RES
(D:\WP50)