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FAIRWAY PINES AT PHEASANT RUN SUBDIVISION NO. 1
DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS ("this Declaration") made this 5th day of January, 1993, by FAIRWAY PINES LIMITED PARTNERSHIP, a Michigan limited partnership (the "Declarant"), having its principal office at 2025 West Long Lake Road, Suite 104, Troy, Michigan 48098.

W I T N E S S E T H :

The following is a recital of the facts and objectives underlying this Declaration:

(A) Declarant and the other parties, if any, executing this Declaration are the owners in fee simple absolute of certain real property (the "Subdivision") situated in the Charter Township of Canton (the "Township"), Wayne County, Michigan. The Subdivision is more particularly described on Exhibit "A" attached hereto.

(B) The Subdivision consists of (i) three hundred twenty-three (123) lots (the "Lots"), each of which is to be used for the construction and occupancy of one (1) detached single-family residence and permitted related improvements, in each case, subject to (a) the provisions of this Declaration; (b) the provisions of the Declaration of Reciprocal Roadway Easement dated March 8, 1993 (the "Reciprocal Roadway Easement"), recorded in Liber 26390, Page 818, Wayne County Records; (c) the Notice and Affidavit of Planned Development District, dated March 8, 1993, recorded in Liber 26390, Page 800, Wayne County Records; (d) the Agreement for Maintenance of Irrigation System and Storm Drainage Facilities dated 7-26-93, 1993 (the "Storm Drainage Agreement"), recorded in Liber 26786, Page 807, Wayne County Records; (e) easements and rights-of-way, and other matters, of record; and (f) applicable statutes and ordinances, and rules and regulations, of the Township, the County of Wayne, and the State of Michigan; (ii) private parks (the "Common Areas"), for the benefit of the Subdivision, and intended for the use, in common of (a) the Owners of each Lot (the "Owners"); (b) the Occupants; and (c) the Permittees; (iii) private roadways (the "Roadways"), for the benefit of the Subdivision, and intended for the use, in common, of (a) the Owners; (b) the Occupants; and (c) the Permittees, for vehicular and pedestrian ingress, egress, travel and passage (including, without limitation, travel by golf cart within the designated Golf Cart Crossing areas), to and from each Lot, and to and from adjacent public streets and golf course facilities, and for aesthetic purposes in connection with the Lots (the "Permitted Purposes"); and (iv) Outlot "A". The Roadways will not be under the jurisdiction of the County of Wayne, State of Michigan ("Wayne County"), and, accordingly, will not be maintained, repaired or replaced by Wayne county. Outlot "A" shall not be subject to this Declaration and is exempt herefrom.

(C) Sections of the Subdivision, including, without limitation, the Roadways within such sections, will be traversed by, or be adjacent to, a golf course (the "Golf Course"), including, without limitation, the golf cart paths appurtenant thereto, to be developed, owned and operated by (or under) the Township, and to be known as "Pheasant Run". The Golf Course and the Golf Cart Crossings (defined below) are not a part of The Subdivision.

(D) Declarant desires to subject the Subdivision to the covenants, restrictions, conditions, easements, charges and liens hereinafter set forth (i) to insure the development of the Subdivision as a desirable residential community; (ii) to prevent the construction, installation, placement or maintenance of any undesirable use, improvement or thing within the Subdivision; (iii) to promote internal harmony within the Subdivision; (iv) to provide

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for the perpetual preservation and maintenance of the Common Areas and Roadways within the Subdivision in a manner consistent with high environmental, aesthetic and residential standards; and (v) to provide for the payment by the Owners of all of the costs and expenses in regard to the administration, operation, maintenance, repair and replacement of the Common Areas and Roadways, as described in this Declaration and the Reciprocal Roadway Easement. The Roadways are private, and as a result will not be repaired, replaced or maintained by the Wayne County Road Commission.

(E) The areas occupied by the Roadways (the "Roadway Areas") are named, and are particularly described in the Reciprocal Roadway Easement.

(F) The Roadway Areas are (or may be) subject to additional easements and licenses (the "Underlying Roadway Easements"), granted, or to be granted, by Declarant, or the Association, in favor of the Township, and others, for service and emergency purposes of every kind and description, for utility systems serving the Subdivision (the "Common Utility Systems"), including, without limitation, sanitary sewage disposal, water supply, storm drainage outlet, domestic electric, natural gas, telephone and cable television facilities and purposes, and for separate connections to such Common Utility Systems for the benefit of each Lot.

(G) Declarant deems it desirable to create an entity (the "Association") to own the Common Areas and Roadways, and to which shall be delegated and assigned certain powers and duties hereunder, including, without limitation (i) the administration, operation, maintenance, repair and replacement of the several elements comprising the Common Areas; (ii) the administration, operation, maintenance, repair and replacement of the several elements comprising the Roadways, including, without limitation (a) the paved driving surface within the Roadways (the "Wearing Surface", which reference includes the related curbs and gutters); (b) the landscaped and planted areas within the Roadways (the "Landscaped Areas", which reference includes any irrigation system serving such areas); (c) the entrance monuments, decorative walls and gates, and other architectural features within, or adjacent to, the Roadways (the "Entrance Monuments"); (d) the street and other lighting facilities within the Roadways (the "Lighting Facilities"); (e) the traffic control and other signage within the Roadways (the "Signs"); and (f) the golf cart crossing areas within the Roadways (the "Golf Cart Crossings"), which reference includes the decorative designated crossing area within the Wearing Surface, the appurtenant signage, including, without limitation, decorative mandatory stop signs and speed bumps on either side of each such designated crossing area, and the landscaping of the golf cart paths on either side of each such crossing, the full width of such crossing, to the depth of the adjacent Lots; (iii) the enforcement of the covenants, restrictions, conditions, easements, charges and liens set forth in this Declaration; (iv) the collection and disbursement of the assessments and charges described in this Declaration; (v) the promotion of the health, safety and welfare of the residents of the Subdivision; (vi) the enforcement of the Reciprocal Roadway Easement; and (vii) the enforcement of the Underlying Roadway Easements.

(H) Declarant has caused the Association to be organized as a nonprofit corporation (with mandatory assessment powers), for a perpetual term, under the laws of the State of Michigan, for the purpose of exercising the powers, duties and functions of the Association set forth in this Declaration (either directly, or through a management agent and/or maintenance contractors engaged by the Association, or through a "Master" association in which the Association is a constituent member).

(I) Declarant may at some future time plat additional subdivisions of land in the Northeast 1/4 of Section 21 of the Township and subject the lots and any Common Area so platted to the

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covenants, restrictions, conditions, easements, charges and liens set forth herein by amendments made to this Declaration.

NOW, THEREFORE, Declarant hereby declares that the Subdivision, including each Lot, Common Area and Roadway in the Subdivision, but exempting therefrom Outlot "A", shall be held, transferred, sold, conveyed, leased, used and occupied subject to the following covenants, restrictions, conditions, easements, charges and liens, each of which is for the benefit of, and shall run with and bind, each Lot, Common Area and Roadway, and each Person having any right, title or interest in any Lot, Common Area and Roadway, including, without limitation, each Owner and Occupant, and/or the heirs, personal representatives, successors and/or assigns of any such Person.

ARTICLE I

Defined Terms

As used in this Declaration with initial capital letters, the following terms shall have the meaning ascribed thereto:

"**Association**" shall mean and refer to the Fairway Pines at Pheasant Run Subdivision Association, a Michigan nonprofit corporation, whose principal office is presently located at 2025 West Long Lake Road, Suite 104, Troy, Michigan 48098, and any successor thereto.

"**Committee**" shall mean and refer to the Architectural Control Committee established under the provisions of this Declaration, or the Association, as the context may require.

"**Common Areas**" shall mean and refer to a) those areas of land denoted as "Private Parks" on the recorded Plat of the Subdivision; b) those additional park or common areas located within any subdivision(s) which are in the future annexed in accordance with Article IX, Section 4 of this Declaration; and c) all such additional park or common areas which may be located contiguous to either the Subdivision or any such future annexed subdivisions and which may be conveyed by the Declarant to the Association; together with any and all landscaping and other improvements now or hereafter located thereon, including, without limitation, any storm drainage collection, retention and/or outlet facilities located thereon. The Common Areas are intended to be (i) owned by the Association, and (ii) devoted to the common use and enjoyment of the residents in the Subdivision.

"**Declarant**" shall mean and refer to Fairway Pines Limited Partnership, a Michigan limited partnership, or any successor thereto, or any Person to whom or which it may expressly assign any one or more of its rights, or delegate any of its authority hereunder, in each case may means of an appropriate document recorded with the Register of Deeds of Wayne County, Michigan, and, in each case, as the context may require.

"**Improvement**" shall mean and refer to every building of any kind, garage, shed, gazebo, fence, wall or gate, pool, tennis court, or other structure or recreational facility which may be erected or placed on any Lot, including, without limitation, any driveway, parking area, landscaping, planted material, sign, statue, ornament, drainage system and/or utility connection thereon or therein.

"**Lot**" shall mean and refer to any numbered parcel of land shown as such upon the recorded Plat of the Subdivision, and used or to be used for the construction and occupancy thereon of a detached single-family residential dwelling, and related improvements, in accordance herewith, and such reference may

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include such dwelling and related improvements, as the context may require.

"**Members**" shall mean and refer to all those Persons entitled to membership in the Association, as provided for in this Declaration.

"**Occupant**" shall mean and refer to any Person, holding under an Owner, and entitled by lease, deed, contract or other agreement to use and occupy a residence upon any Lot.

"**Owner**" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Lot, including, for such purpose, the land contract vendee in regard to any Lot (rather than the land contract vendor), but not including any mortgagee unless and until such mortgagee shall have acquired such fee simple title pursuant to foreclosure, or any proceedings or conveyance in lieu of foreclosure. Where more than one Person has an interest in the fee simple title to any Lot, the interests of all such Persons collectively shall be that of a single Owner for purposes of voting on all matters involving the Association and Subdivision.

"**Permittee**" shall mean and refer to the users of the golf course facilities located adjacent to the Subdivision, and the visitors, invitees and guests of each Owner and Occupant, together with police and fire department, school district and other local governmental employees, and United States Postal Service personnel, and tradesmen, suppliers and contractors performing services within the Subdivision, or making deliveries to any Lot, together, in each instance, with the vehicle(s) and equipment of each such Person.

"**Person**" shall mean and refer to any corporation, partnership, trust, association or natural person, or combination thereof, as the context may require.

"**Roadway**" shall mean and refer to any one or more, or all, of the improvements now or hereafter installed or located within any Roadway Area, including without limitation (i) the Wearing Surface; (ii) the Landscaped Areas; (iii) the Entrance Monuments; (iv) the Lighting Facilities; (v) the Signs; (vi) the Golf Cart Crossings; (viii) the Common Utility Systems; and/or (viii) replacements of any of the foregoing, or of parts thereof, as the context may require.

"**Roadway Area**" shall mean and refer to each named area occupied by a Roadway, as more particularly depicted on the recorded Plat of the Subdivision, or as depicted on the plat of any future subdivisions of land annexed in accordance with Article IX, Section 4 of this Declaration, and as more particularly described in the Reciprocal Roadway Easement.

"**Township**" shall mean and refer to the Charter Township of Canton, Wayne County, Michigan.

ARTICLE II

Membership in the Association

Section 1. Membership. Every Person who or which is the Owner of a Lot shall be a mandatory Member of the Association. Membership in the Association is, and shall be, appurtenant to, and may not be separated from, ownership of any Lot. Notwithstanding the foregoing, the termination of any Person's ownership interest in any Lot, and the consequent termination of such Person's membership in the Association, shall not be deemed to relieve such Person from any debt or obligation attributable to such Lot which accrued or arose during the period in which such Person was an Owner of a Lot.

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Section 2. Voting Rights. The Association shall have two classes of membership, being Class A and Class B, as follows:

(a) Class A membership shall be voting, and the Declarant shall be the only Class A Member;

(b) each Owner of a Lot other than the Declarant shall be a Class B Member;

(c) Class B membership shall be non-voting until the time specified in subsection (d) below, at which time all Owners (including the Declarant) shall be entitled to vote on a one vote per Lot basis (regardless of the number of Owners of any such Lot);

(d) the Declarant shall have the sole vote in the Association, and the consequent right to appoint the Board of Directors of the Association (the "Board"), until such time as seventy-five percent (75%) of the Lots in the Subdivision, and in every subdivision of land which in the future is annexed by the Declarant or the Association in accordance with Article IX, Section 4 of this Declaration, shall have occupied residences on them, or at such earlier time as may be designated in writing by the Declarant; and

(e) at such time as seventy-five percent (75%) of the Lots in the Subdivision, and in every subdivision of land which in the future is annexed by the Declarant or the Association in accordance with Article IX, Section 4 of this Declaration, shall have occupied residences on them, or at such earlier time as shall have been designated in writing by the Declarant, Class B Members of the Association shall have the voting rights described in subsection (d) above, and, thereafter, the Board shall be elected by the combined vote of the Class A and Class B Members (in each case, voting on a one vote per Lot basis).

Section 3. Transition of Control of the Association. In the event that the Declarant has requested that the Board be elected in accordance with Section 2.(e) of this Article II, but the Class A and Class B members are unwilling or unable to elect a Board 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 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 shall continue until the first annual meeting at which the Owners are willing and able to elect a Board comprised of Owners who desire to serve as Directors.

ARTICLE III

Exempt Property

Section 1. Outlot "A". Outlot "A" shown on the recorded Plat of the Subdivision shall not be subject to this Declaration and shall be exempt from the provisions hereof.

Section 2. Exempt Property. The Common Areas 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.

ARTICLE IV

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Property Rights in the Common Areas and Roadways

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3 of this Article IV, following, and the provisions of the Reciprocal Roadway Easement, every Member shall have a right and easement of enjoyment in and to the Common Areas and the Roadways, and such easements shall be appurtenant to and shall pass with the title to any Lot whether or not specifically set forth in the deed or other conveyance to such Lot.

Section 2. Title to Common Areas and Roadways. Declarant hereby covenants that it shall convey the Common Areas and Roadways to the Association, free and clear of all liens and encumbrances, except (i) easements and rights-of-way of record, and (ii) such rights with regard to the grant of additional easements as are reserved to the Declarant and/or Association herein, and subject to the Members' rights and easements of enjoyment, not later than three (3) years from the date of recordation of this Declaration.

Section 3. Extent of Member's Easements. The rights and easements of enjoyment of the Members in and to the Common Areas and Roadways are, and shall be, subject to the following:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;

(b) the right of the Association to suspend the voting and enjoyment rights of any Member for any period during which any assessment against such Member's Lot remains delinquent and unpaid, and for a period, not to exceed sixty (60) days, for any infraction by such Member of the published rules and regulations of the Association;

(c) the right of the Declarant and/or Association to grant easements affecting the Common Areas, or Roadways, to government agencies, and others, for utilities of any kind serving the Subdivision, or any part thereof;

(d) the right of the Association to dedicate or transfer all or any part of the Common Areas, or Roadways, to any public agency or authority for such purposes, and subject to such conditions as may have been agreed upon by the Members; provided that no such dedication or transfer, or determination as to the conditions thereof, shall be effective unless an instrument signed by two-thirds (2/3rds) of the Members shall have been recorded, agreeing to such dedication or transfer, and as to the conditions thereof; and, provided further, that no such dedication or transfer or determination as to the conditions thereof, shall be effective unless the prior consent thereto of the Township, acting by and through its Board of Trustees, shall have first been obtained; and

(e) the right of the Association to levy assessments upon the Lots, as set forth in Article V hereof.

Section 4. Delegation of Use. Any Owner may delegate his right of enjoyment in and to the Common Areas and Roadways to the members of his family and/or his Occupants and Permittees.

Section 5. Additional Easements. Declarant reserves the right to grant additional easements affecting the Common Areas, or Roadways, to government agencies, and others, for utilities of any kind serving the Subdivision, or any part thereof, without the consent of the Association or any Member.

Section 6. Uniform Application. This Declaration and the Reciprocal Roadway Easement apply uniformly to each Lot. Every

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Person who or which is the Owner of a Lot shall be a Member of the Association. Membership in the Association by each Owner is a mandatory condition of Lot ownership, and is appurtenant to, and may not be separated from, ownership of any Lot. Each Member has equal rights in the Common Areas and Roadways.

ARTICLE V

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot within the Subdivision owned by Declarant, hereby covenants and agrees, and each Owner of any Lot, by acceptance of a deed, land contract or other conveyance thereto, whether or not it shall be so expressed in any such deed, land contract or other conveyance, shall be deemed to have covenanted and agreed to pay to the Association, annual and special assessments and/or charges, established and to be collected as hereinafter provided. Such assessments, together with interest thereon, administrative fees, and the costs of collection thereof, including reasonable attorneys' fees, shall be a charge and continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest thereon, administrative fees, and the costs of collection thereof, including reasonable attorneys' fees, shall also be the personal obligation of each Person who was an Owner of such Lot at the time the assessment becomes due and payable. The personal obligation of any Owner for any delinquent assessment shall not pass to any successor in title of such Owner unless expressly assumed by such successor.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the Subdivision or any future annexed subdivisions, and, in particular, for (i) the operation, maintenance, management and improvement of the Common Areas, Roadways, and other property under the jurisdiction or control of the Association, including, without limitation, the repair and replacement thereof, and the costs of labor, material, public utilities, equipment and supervision; (ii) the periodic plowing of snow in the Roadway Areas; (iii) the installation of additional facilities, improvements and landscaping within the Common Areas and Roadways; (iv) the operation and maintenance of any storm drainage collection, retention and/or outlet facilities and irrigation systems which are not operated and maintained by any government agency, but which are located within the Common Area and other property under the jurisdiction or control of the Association, including without limitation those to be operated and maintained in accordance with the Storm Drainage Agreement by Declarant, its successors and assigns and/or the Association; (v) the payment of real estate taxes in regard to the Common Areas and Roadways; (vi) the payment of insurance expenses in regard to the Common Areas, the Roadways, and the Association; (vii) enforcing the provisions of this Declaration, the Reciprocal Roadway Easement and any Underlying Roadway Easement; (viii) providing community services; and (ix) the protection of the Owners.

Section 3. Annual Assessments. The basis of the annual assessments, and the maximum amounts thereof, shall be as follows:

(a) until January 1st of the year immediately following the conveyance of the first Lot to an Owner other than the Declarant, the maximum annual assessment shall be Three Hundred (\$300.00) Dollars per Lot;

(b) from and after January 1st of the year immediately following the conveyance of the first Lot to an Owner other than the Declarant, the maximum annual assessment may be increased by the Board to Four Hundred (\$400.00) Dollars per Lot, without a vote of the Owners;

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(c) thereafter, the maximum annual assessment may be increased each year by the Board to an amount which is not more than ten percent (10%) above the maximum permissible assessment permitted for the prior year without a vote of the Owners (it being understood that the maximum annual assessment for any year may be increased to an amount which is more than ten percent (10%) above the maximum permissible assessment for the prior year upon the affirmative vote of two-thirds (2/3rds) of the Owners voting in person, or by proxy, at a meeting duly called for that purpose); and

(d) the Board may, after consideration of the current fiscal needs of the Association, fix the actual annual assessment for any year at an amount less than the maximum herein otherwise permitted.

Section 4. Special Assessments. In addition to the aforesaid annual assessments, 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, replacement or maintenance of any improvement upon the Common Areas or Roadways, provided that any such special assessment shall have the assent of two-thirds (2/3rds) of the Owners voting in person, or by proxy, at a meeting duly called for that purpose.

Section 5. Uniform Rate of Assessments. The annual assessments, and each special assessment, shall be set by the Board at a uniform rate for each Lot, and may be collected on an annual basis, or in such installments, as the Board shall deem appropriate.

Section 6. Notice of Quorum for Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under either Section 3 or 4 of this Article V, shall be sent to all Owners not less than fifteen (15) days in advance of such meeting. At the first meeting so called, the presence at the meeting of Owners, or of proxies, entitled to cast thirty percent (30%) of all Class A and Class B membership shall constitute a quorum. If the required quorum is not present at such meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that such subsequent meeting shall be held not more than sixty (60) days following the preceding meeting at which a quorum was not present.

Section 7. Date of Commencement of Annual Assessments: Due Date. The annual assessments provided for herein shall commence as to all Lots on the first day of the month next following the conveyance of the first Lot to an Owner other than Declarant. The first annual assessment shall be made for (and adjusted on the basis of) the balance of the calendar year, and shall become due and payable as of the day fixed for commencement. The annual assessment for any year, after the first year, shall become due and payable on the first day of January of such year.

Section 8. Duties of Board of Directors. Subject to the limitations set forth in Sections 3, 4 and 6 of this Article V, the Board shall fix the amount of the annual assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots and the assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto, provided that failure by the Association to send such written notice on a timely basis shall not permit any Owner to avoid paying the assessment provided that a notice of assessment is eventually sent. The Association shall, upon demand, and payment of a reasonable charge,

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furnish to any Owner liable for such assessment a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner: The Lien: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date, or such subsequent date upon which written notice of the assessment has been sent by the Association, shall be deemed delinquent, and shall bear interest from the due date at the rate of eleven percent (11%) per annum, and shall be subject to an administrative fee equal to twenty percent (20%) of the amount of the assessment to cover the cost of collection by the Association. In the event that the cost of collection exceeds the twenty percent (20%) administrative fee, the Association shall be entitled to collect the deficiency. The aggregate amount of the unpaid assessment, interest, administrative fee and deficiency shall be a lien against the Lot. The Association may bring an action at law against the Owner personally obligated to pay the assessment, interest, administrative fee and deficiency, and may foreclose the lien against the Lot. In such case, there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, or in connection with such foreclosure, and in the event a judgment is obtained, such judgment shall include interest on the assessment and the cost of collection, as above provided, and a reasonable attorney's fee to be fixed by the court, together with the costs of the action. No Owner may waive or otherwise escape liability for any assessment by non-use of the Common Areas or Roadways, or by the abandonment of such Owner's Lot. Subject to the provisions of Section 10 of this Article V, sale or transfer of any Lot shall not affect the lien for any unpaid assessment regarding such Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessment(s) provided for herein is and shall be subordinate to the lien(s) of any mortgage or mortgages now or hereafter placed upon any Lot subject to assessment hereunder; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to sale or transfer of such Lot pursuant to foreclosure of such mortgage(s), or prior to any other proceeding or conveyance in lieu of foreclosure. Such sale, transfer or conveyance shall not, however, relieve such Lot from liability for any assessment thereafter coming due, or from the lien of any such subsequent assessment.

Section 11. Affiliation with Other Associations. The Subdivision is part of a planned development known as "Pheasant Run". The Association shall be permitted, and at the request of Declarant shall be obligated, to contract with or become a constituent member of a "Master" association comprised of the Association and various other associations of owners of lots in Pheasant Run, for the maintenance of the Common Area and Roadways, and/or other common areas and roadways located within other subdivisions located within Pheasant Run, and any facilities that may be constructed on the Common Area or Roadways, or such adjacent common areas and roadways. Without limitation, such contract may either require the Association to reimburse the "Master" Association or other association(s) for services provided to the Subdivision, the Common Areas or Roadways, or may require the Association to provide and be reimbursed for services benefiting the "Master" association or any other such subdivisions, common areas or roadways.

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ARTICLE VIArchitectural Review

Section 1. Architectural Review Committee. No Improvement shall be erected, placed, installed, constructed, reconstructed or maintained on any Lot, nor shall any exterior addition to, or change in, or alteration of the exterior appearance of any Improvement, or any change in landscaping, be made until plans and specifications showing the kind, size, shape, height, colors, materials, topography and location of each Improvement on the Lot shall have been submitted to and approved in writing by the Committee. The Committee shall, initially, be composed of three (3) Persons appointed by Declarant, who need not be Owners, and who may be employees, officers, directors, agents or affiliates of Declarant. Each member of the Committee shall serve until he or she resigns or is replaced by a subsequent appointee. At such time as all of the Lots shall have been sold to Owners other than Declarant (as evidenced by the delivery by Declarant of deeds for all of the Lots), each sitting member of the Committee shall resign, and Declarant shall delegate and assign to the Association its power of appointment with regard to members of the Committee; provided that, Declarant may, at its sole discretion, make such delegation to the Association at an earlier time. Neither Declarant nor any member of the Committee shall have any liability whatsoever to any Person in connection with the approval, disapproval or failure to review any plans or specifications in regard to any Improvement.

Section 2. Preliminary Approval. Preliminary plans and specifications may be first submitted to the Committee for preliminary approval.

Section 3. Final Approval. Plans and specifications for final approval by the Committee shall include the following:

- (a) a topographic survey and dimensioned plot plan of the Lot, showing existing and proposed grades, the location of all trees in excess of three inches (3") in diameter, and the location of all proposed Improvements on the Lot;
- (b) construction and architectural plans, sufficient in detail to secure a building permit in the Township, including, without limitation, dimensioned floor plans, typical sections, and all elevations (front, both sides and rear) of the main dwelling structure and garage and any proposed outbuildings;
- (c) detailed elevations of all walls and gates;
- (d) detailed elevations setting forth the type, quality, color and texture of all materials to be employed in all Improvements, including, at the Committee's request, a detailed finish schedule for all exterior materials, products and finishes, with actual brick, stain and shingle samples;
- (e) a complete landscaping plan (including a plan for any proposed exterior lighting), together with a planting list;
- (f) a construction schedule; and
- (g) any other data, drawings or specifications which the Committee deems necessary to fulfill its function.

Section 4. Variance Required. No approval of the Committee shall be valid if any Improvement violates any restriction set

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forth in this Declaration, or any provision of the Township's zoning Ordinance, except in cases where an appropriate waiver or variance in regard to such Improvement has been granted by the Township and/or Committee, as provided in this Declaration.

Section 5. Approval and Disapproval. The Committee may disapprove plans for any Improvement or alteration for non-compliance with any restriction contained in this Declaration, or because of dissatisfaction with the grading and drainage plans, the location of any Improvement on the Lot, the proposed materials, the proposed color scheme, the proposed finish, design, proportion, shape, height, style or appropriateness of the proposed Improvement or alteration, or because of any matter or thing, which, in the judgment and discretion of the Committee, would cause the proposed Improvement or alteration to be inconsistent with the objectives of the Committee, or with improvements erected or to be erected on other Lots, including purely aesthetic considerations. No material change may be made in any approved plan or specification, including, without limitation, any approved exterior material, stain, color, or roof material, or in the approved landscaping plan, without the prior written consent of the Committee. One complete set of the approved plans and specifications in regard to each Lot, including any and all approved amendments thereto, shall be provided to the Committee to be kept and retained by the Committee for its permanent file in connection with each Lot.

Section 6. Failure to Act. In the event the Committee shall have failed to approve or disapprove plans and specifications within thirty (30) days after the full, proper and complete submission thereof, the need for such approval by the Committee shall be deemed to have been waived, but all other restrictions, limitations and conditions set forth in this Declaration shall apply and remain in full force and effect as to such plans and specifications.

Section 7. Form of Approval. Committee approval shall be deemed given if the plans and specifications submitted for approval are marked or stamped as having been finally approved by the Committee, and are signed and dated by a member of the Committee validly serving on the date of such approval.

Section 8. Review Fee. The Committee may charge a review fee, not to exceed Two Hundred Fifty (\$250.00) Dollars, in connection with the review of plans and specifications for any Improvement or combination of Improvements on any Lot, or in regard to the substantial alteration of any Improvement. The fee may not be utilized for the purpose of paying any salary to any member of the Committee, but exclusively for the purpose of reimbursing the actual expenses of the Committee, including, without limitation, the professional fees of independent consultants to the Committee.

ARTICLE VII

Restrictions Upon Use

Section 1. Permitted Use. No Lot shall be used except for single family residential purposes. Except as specifically permitted herein, no structure shall be erected, altered, re-erected, placed or permitted to remain on any Lot other than one single family residential dwelling (the "Dwelling"), not to exceed three (3) stories or thirty-five feet (35') in height, and a private garage for not more than three (3) vehicles for the sole use of the Owner/Occupants of the Lot upon which such Dwelling shall have been erected, together with such other Improvements as the Committee shall have approved. Each garage shall be attached or architecturally related to the Dwelling to which such garage pertains, and shall be constructed at the time of, and in conjunction with, construction of such Dwelling. No garage shall provide space for less than two (2) vehicles. Except upon the

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approval of the Committee, garage doors shall not face the Roadway upon which such Lot fronts. Carports are specifically prohibited. No part of any Dwelling or appurtenant structure shall be used for any activity normally conducted as a business, except as otherwise provided herein. Except as specifically permitted herein, a pre-existing structure may not be moved onto any Lot. Each Dwelling shall otherwise be so oriented on the Lot as to face the Roadway.

Section 2. Minimum Floor Area. The minimum livable floor area of the Dwelling shall be not less than one thousand eight hundred (1,800) square feet, in the case of a one (1) story Dwelling, nor less than two thousand two hundred (2,200) square feet, in the case of a one and one-half (1-1/2) story Dwelling, nor less than two thousand four hundred (2,400) square feet, in the case of a two (2) story Dwelling, nor less than two thousand four hundred (2,400) square feet on the upper two (2) levels, in the case of a tri-level or quad-level Dwelling, in each case, measured from the exterior faces of the exterior walls. As used herein, the term "livable floor area" shall not be deemed to include basements or unfinished attics, or garages, patios, decks, open porches, entrance porches, terraces, storage sheds, breezeways, or like areas, even if attached to the Dwelling, but such term shall be deemed to include enclosed porches if the roof of the porch is an integral part of the roof line of the Dwelling. Each Dwelling shall have a basement.

Section 3. Alteration of Lot. No Lot may be divided or reduced in size except by the taking of part thereof by a public agency for a public purpose. Whole Lots may be combined for use as one (1) building site.

Section 4. Minimum Yards. Without a variance granted by the Township, and approved by the Committee, no Dwelling or other structure shall be located on any Lot nearer than twenty-five feet (25') to the front Lot line, or nearer than thirty-five feet (35') to the rear Lot line, or nearer than twenty-five feet (25') to a side street Lot line, in the case of a corner Lot. The minimum distance between a garage door and the nearest side Lot line (except for corner Lots) shall not be less than twenty-two feet (22'). The minimum distance between a garage door and the side street Lot line, in the case of a corner Lot, shall not be less than twenty-five feet (25'). Except as above and hereinafter set forth, each Dwelling, or other structure, shall be so located and erected upon the Lot as to provide a minimum side yard on one side thereof not less than five feet (5'), and the combined total of the two side yards on such Lot shall not be less than sixteen feet (16'). No Dwelling or other structure on any Lot shall be located less than sixteen feet (16') from each Dwelling or other structure located on an adjacent Lot.

Section 5. Exterior Materials. The visible exterior walls of each Dwelling and appurtenant structure shall be constructed of brick, brick veneer, wood and/or stone in any combination. Stucco, aluminum siding and/or ledge rock (but not vinyl siding or Texture 1-11) may also be used, so long as any of these materials alone, or in combination, to not exceed twenty-five percent (25%) of the total of all visible exterior walls. The Committee may grant such exceptions to this restriction as the Committee shall deem desirable, subject to any applicable Township ordinance regarding the use of certain exterior materials. Windows and doors shall not be considered visible exterior walls for purposes of this section. No unpainted (or non-factory painted) metal doors may be used in the exterior of any Dwelling or appurtenant structure. No used material, except reclaimed brick, may be used in the construction of any visible exterior wall. The use of exposed cement block, slag, cinder block, imitation brick, asphalt, or any type of commercial siding on any visible exterior wall is expressly prohibited.

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Section 6. Similar Elevations. No substantially similar front elevation in style and color of any Dwelling shall be duplicated on any Lot less than three hundred feet (300') away along the front Lot lines, unless approved by the Committee. Different colors and building material patterns shall be used for Dwellings on adjacent Lots to avoid the appearance of repetition.

Section 7. Walls and Fences. No fence or wall of any type shall be permitted for the purpose of enclosing any Lot. Wrought iron fencing (but not fencing of the wire type commonly known as "Cyclone Fencing") may be used on any Lot for the purpose of enclosing a permitted swimming pool, in locations approved by the Committee. The side yards and rear yard (but not the front yard) of any Lot may be enclosed by landscaping pursuant to a plan approved by the Committee, provided that the street side of a corner Lot shall be considered a second front yard for purposes of the foregoing limitations.

Section 8. Swimming Pools. No swimming pool may be installed on any Lot any portion of which is higher than one foot (1') above the finished grade of the Lot. No above ground swimming pool may be erected, placed or permitted to remain on any Lot, either temporarily or permanently.

Section 9. Animals. Except as hereinafter set forth, no animals or fowl shall be kept, bred or harbored on any Lot. Not more than two (2) domesticated animals, of a type commonly deemed to be household pets, may be kept on any Lot (but not kept or bred for commercial purposes), as long as each such pet shall have such care and restraint as not to be objectionable or offensive to others due to noise, odor or unsanitary conditions. Any such pet shall be kept either on a leash, or in a run, pen or kennel (in any event, a "pen"), and shall not be allowed to run loose or unattended. No pen shall be erected, placed or permitted to remain on any Lot unless located with the rear yard of such Lot adjacent to a wall of the Dwelling or garage, and facing the rear or interior of the Lot, and such pen shall not be permitted to extend into either side yard. All pens shall be made of wood, decorative block or approved fencing materials, or any combination thereof, and may not exceed three hundred (300) square feet in area or four feet (4') in height. The exterior sides of a pen shall be landscaped with plantings to screen the view thereof from adjacent Lots, and such pen shall be kept and maintained in a clean and sanitary condition. The construction and landscaping plans for a pen are subject to approval by the Committee.

Section 10. Temporary Structures. No structure of a temporary character, trailer, commercial vehicle, recreation vehicle, shack, garage, barn, storage shed, tent, tree house, or other similar outbuilding, may be used or occupied at any time, on any Lot, either temporarily or permanently, except that (i) tents for entertainment purposes may be erected on any Lot for periods not to exceed forty-eight (48) hours; (ii) an appurtenant swimming pool bathhouse may be maintained on any Lot, provided that the plans for such swimming pool and bathhouse shall have been approved by the Committee and Township; and (iii) a temporary storage building for the storage of materials and supplies to be used in connection with the construction of a Dwelling on any Lot may be kept and maintained on such Lot during the period of such construction.

Section 11. Storage of Vehicles. No house-trailer, commercial vehicle, truck, boat, boat trailer, snow mobile, camper, recreational vehicle or camping, horse or other utility trailer or vehicle (except passenger cars and passenger vans) may be parked or stored on any Lot unless stored fully enclosed with an attached garage otherwise constructed in accordance with this Declaration, except that (i) commercial trucks and vehicles may be parked upon any Lot while making deliveries or pickups in the normal course of business, (ii) one construction trailer may be kept and maintained

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within the Subdivision by each builder engaged in the construction of Dwellings within the Subdivision, provided that such construction trailer shall be located upon a Lot owned by such builder, or by the Person for whom such builder is constructing such Dwelling, and shall be removed from the Subdivision at such time as such builder shall have completed the construction of Dwellings within the Subdivision and (iii) construction vehicles and trailers used on a frequent and ongoing basis by any such builder or his contractors for the construction of Dwellings in the Subdivision may be parked upon a Lot owned by the builder or by the Person for whom the builder is constructing such Dwelling.

Section 12. Antennas. No exterior radio, television or other communications antenna of any type, or any saucer, dish or similar device, may be erected, placed, maintained or permitted to remain on any Lot, except that the Committee may, upon appropriate application with regard to any Lot, determine that the absence of an outside antenna will cause a substantial hardship, and, upon such finding, may permit an outside antenna to be used in connection with such Lot under such conditions as the Committee shall deem reasonable.

Section 13. Unsightly Conditions. No Lot shall be used as a dumping ground for rubbish, trash, garbage or other waste, and such material shall not be kept or stored on any Lot except in appropriately sealed sanitary containers properly concealed from public view. Garbage containers shall not be left at the roadside of any occupied Lot for more than twenty-four (24) hours during any one week. Any debris resulting from the destruction in whole or in part of any Dwelling, structure or improvement on any Lot shall be removed from such Lot by the Owner thereof with all reasonable dispatch. Each Owner shall prevent such Owner's Lot, and any Dwelling, appurtenant structure or other Improvement thereon from becoming unsightly or unkempt, or from falling into a state of disrepair. No laundry shall be hung for drying on any Lot outside of the Dwelling on such Lot. The provisions of this Section 13 shall apply both to Builders during the period of construction of Dwellings in the Subdivision and to subsequent Owners.

Section 14. Easements and Other Conditions. Easements for the construction, installation and maintenance of public utilities, for surface and road drainage facilities, and for sanitary sewer, storm sewer and water main facilities, are reserved as shown on the recorded Plat of the Subdivision, and/or as may otherwise appear of record, and as set forth herein. In addition, easements are hereby specifically reserved to the Declarant in, through and across a strip of land four feet (4') in width along all rear and side Lot lines for the installation and maintenance of telephone, electric and cable television lines and conduits, sanitary and storm sewers, water mains, and for surface drainage purposes, and for the use of any public utility service deemed necessary by the Declarant. The use of any such easement may be assigned by the Declarant, at any time, to any Person furnishing one or more of the foregoing services and/or facilities, and any such easement may be relinquished by the filing of record by the Declarant of an appropriate instrument of relinquishment. Within each of the foregoing easements, no structure, improvement, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and/or maintenance of such service facilities and utilities, or which may change, obstruct or retard the flow or direction of water in and through drainage channels in the easements, nor, without the written consent of the Committee, shall any change be made in the finished grade of any Lot once established upon completion of construction of the Dwelling on such Lot. The easement area of such Lot shall be maintained in a presentable condition continuously by the Owner, and the Owner of each Lot shall be liable for all damage to service facilities and utilities thereon, including, without limitation, damage to electric, telephone, natural gas and cable television distribution lines and facilities located therein. No shrubs or foliage shall

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within the Subdivision by each builder engaged in the construction of Dwellings within the Subdivision, provided that such construction trailer shall be located upon a Lot owned by such builder, or by the Person for whom such builder is constructing such Dwelling, and shall be removed from the Subdivision at such time as such builder shall have completed the construction of Dwellings within the Subdivision and (iii) construction vehicles and trailers used on a frequent and ongoing basis by any such builder or his contractors for the construction of Dwellings in the Subdivision may be parked upon a Lot owned by the builder or by the Person for whom the builder is constructing such Dwelling.

Section 12. Antennas. No exterior radio, television or other communications antenna of any type, or any saucer, dish or similar device, may be erected, placed, maintained or permitted to remain on any Lot, except that the Committee may, upon appropriate application with regard to any Lot, determine that the absence of an outside antenna will cause a substantial hardship, and, upon such finding, may permit an outside antenna to be used in connection with such Lot under such conditions as the Committee shall deem reasonable.

Section 13. Unsightly Conditions. No Lot shall be used as a dumping ground for rubbish, trash, garbage or other waste, and such material shall not be kept or stored on any Lot except in appropriately sealed sanitary containers properly concealed from public view. Garbage containers shall not be left at the roadside of any occupied Lot for more than twenty-four (24) hours during any one week. Any debris resulting from the destruction in whole or in part of any Dwelling, structure or improvement on any Lot shall be removed from such Lot by the Owner thereof with all reasonable dispatch. Each Owner shall prevent such Owner's Lot, and any Dwelling, appurtenant structure or other Improvement thereon from becoming unsightly or unkempt, or from falling into a state of disrepair. No laundry shall be hung for drying on any Lot outside of the Dwelling on such Lot. The provisions of this Section 13 shall apply both to Builders during the period of construction of Dwellings in the Subdivision and to subsequent Owners.

Section 14. Easements and Other Conditions. Easements for the construction, installation and maintenance of public utilities, for surface and road drainage facilities, and for sanitary sewer, storm sewer and water main facilities, are reserved as shown on the recorded Plat of the Subdivision, and/or as may otherwise appear of record, and as set forth herein. In addition, easements are hereby specifically reserved to the Declarant in, through and across a strip of land four feet (4') in width along all rear and side Lot lines for the installation and maintenance of telephone, electric and cable television lines and conduits, sanitary and storm sewers, water mains, and for surface drainage purposes, and for the use of any public utility service deemed necessary by the Declarant. The use of any such easement may be assigned by the Declarant, at any time, to any Person furnishing one or more of the foregoing services and/or facilities, and any such easement may be relinquished by the filing of record by the Declarant of an appropriate instrument of relinquishment. Within each of the foregoing easements, no structure, improvement, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and/or maintenance of such service facilities and utilities, or which may change, obstruct or retard the flow or direction of water in and through drainage channels in the easements, nor, without the written consent of the Committee, shall any change be made in the finished grade of any Lot once established upon completion of construction of the Dwelling on such Lot. The easement area of such Lot shall be maintained in a presentable condition continuously by the Owner, and the Owner of each Lot shall be liable for all damage to service facilities and utilities thereon, including, without limitation, damage to electric, telephone, natural gas and cable television distribution lines and facilities located therein. No shrubs or foliage shall

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be permitted or maintained on any Lot within five feet (5') of any utility company transformer enclosure or secondary connection pedestal. The Roadways shall be used by each Owner and Occupant only for the Permitted Purposes, and in accordance with the Reciprocal Roadway Easement and Underlying Roadway Easements and no Owner or Occupant shall permit the Roadways to be used for any purpose inconsistent with the Reciprocal Roadway Easement or any Underlying Roadway Easement. Declarant hereby reserves the right (which may be delegated and assigned to the Association) to impress the Roadway Areas with additional easements for Common Utility Systems.

Section 15. Underground Utilities. All public utilities such as water mains, sanitary sewers, storm sewers, and electric, natural gas, cable television and telephone local subdivision distribution lines, and all connections to such facilities, either private or otherwise, shall be installed underground; provided, however, that (i) above ground transformers, pedestals, and other above ground electric, cable television, natural gas or telephone equipment deemed necessary by the supplier of any such utility service in connection with underground distribution systems; (ii) open drainage channels; and (iii) street lighting stanchions, shall be permitted. Each Owner shall be responsible for the installation, maintenance, repair and replacement of electrical, natural gas, telephone and cable television service conductors and facilities on such Owner's Lot, extending from the adjacent Roadway, or utility easement on such Lot, to the Dwelling. The Lots may be subject to charge, from time to time, for street lighting facilities installed and/or to be installed by The Detroit Edison Company pursuant to the request of the Township.

Section 16. Weapons. No Owner shall use or discharge, or permit or suffer any member of his family, or guest or invitee, to use or discharge within the Subdivision, any B-B gun, firearm, pellet gun, sling shot, archery equipment or other weapon.

Section 17. Sight Lines. No wall, hedge or shrub planting which obstructs sight lines at elevations between two feet (2') and six feet (6') above the Roadways shall be placed or permitted to remain on any Lot within the triangular area formed by the Roadway Area property lines and a line connecting them at points twenty-five feet (25') from the intersection of the Roadway Area lines, or, in the case of a rounded property corner, from the intersection of the Roadway Area property lines extended. The same sight lines limitations shall apply on any Lot within ten feet (10') from the intersection of a Roadway Area property line with the edge of a driveway pavement. No tree shall remain within such distances of such intersections unless the foliage line thereof is maintained at sufficient height to prevent obstruction of such sight lines.

Section 18. Air Conditioners. No external air conditioning unit shall be placed in or attached to a window or wall of any Dwelling or appurtenant structure. No compressor or other component of a central air conditioning system (or similar system, such as a heat pump) shall be visible from any adjacent Roadway absent the permission of the Committee, and, to the extent reasonably possible, all such external equipment shall be so located on any Lot so as to minimize the negative impact thereof on any adjoining Lot, in terms of noise and appearance. In general, such equipment shall be located only in the rear yard, within five feet (5') of the rear wall of the Dwelling, and shall not project beyond the side wall of the Dwelling so as to extend into a side yard.

Section 19. Driveways. All driveways and driveway approaches shall be paved with an approved concrete surface, and shall be completed prior to occupancy of the Dwelling to be served by such driveway, except to the extent delayed or prohibited by strikes or adverse weather conditions, in which event, such paving

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shall be completed within sixty (60) days after the termination of such strike or adverse weather conditions.

Section 20. Sales Offices. Anything in this Declaration to the contrary notwithstanding, Declarant, the successors and/or assigns of Declarant, and its or their agents, employees and sales representatives, as well as any builder purchasing Lots upon which the builder intends to construct Dwellings for resale in the ordinary course of that builder's business, may use and occupy any Lot or Dwelling in the Subdivision owned by him for model or display purposes and/or as a sales office for the sale of Lots or Dwellings in the Subdivision or in other lands owned by the Declarant.

Section 21. Signs. No sign of any kind shall be displayed to the public view on any Lot, except (i) one sign of not more than five (5) square feet (the top of which shall be not more than five feet (5') above the ground) advertising the Lot for sale; (ii) uniform street address signs, of the type and in a uniform location specified by the Declarant; and (iii) signs of any size used by Declarant, or any builder in the Subdivision, to advertise the Lots (and/or new Dwellings thereon) for sale, during the construction and sale period.

Section 22. Landscaping. Each Lot must be landscaped in accordance with the approved landscaping plan for such Lot within ninety (90) days after initial occupancy of the Dwelling, weather conditions permitting, or within ninety (90) days after the end of such adverse weather conditions. After landscaping has been installed, the relevant Owner shall maintain such landscaping in good condition, consistent with the approved landscaping plan. Should any Owner fail to maintain the landscaping on his Lot in good order and repair as required by this Section 22, 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 the 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 the repair of 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 percent (20%) 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 an invoice therefor. If the amount billed is not paid within such ten (10) day period, the unpaid amount and interest which shall accrue thereon at the rate of eleven percent (11%) per annum 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 23. Prohibited Vehicles. No snowmobiles or other vehicles designed primarily for off-road use, except golf carts, shall be operated within the Subdivision or its Common Areas.

Section 24. Disposals. All Dwellings within the Subdivision shall be equipped with an electric garbage disposal unit in the kitchen.

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Section 25. Backboards. No basketball backboard or hoop may be placed or installed on any Lot as to be visible from the Roadway on which such Lot fronts, and, in the case of a corner Lot, from the side Roadway, as well, provided, however, that one basketball backboard per Lot, together with a connected hoop and/or structural pole, may be installed on any Lot if such backboard is predominately clear and transparent.

Section 26. Walls. No Owner shall dig, or attempt to dig, any well on any Lot.

Section 27. Leases. No Owner or Occupant shall lease and/or sublet less than the whole of any Dwelling on any Lot.

Section 28. Sidewalks. Public sidewalks adjacent to the Lots shall be four feet (4') in width, and shall be constructed of concrete.

Section 29. Grade Changes. The grade of any Lot in the Subdivision may not be changed without the written consent of the Township and the Committee. This restriction is intended to prevent interference with the master drainage plans for the Subdivision.

Section 30. Unauthorized Use of Golf Course. No Owner or Occupant shall be permitted to enter upon the Golf Course, or upon any appurtenant golf cart path, without payment to the Township of the requisite greens fee for such use, nor shall any use within the Subdivision be permitted to encroach upon the Golf Course.

Section 31. Retrieval of Golf Balls. Declarant reserves the right to impress each of the Lots abutting the Golf Course with an easement permitting golfers to retrieve errantly hit golf balls from such Lot; provided that (i) the area of each such Lot beyond the common line between such Lot and the Golf Course shall have been clearly marked "out-of-bounds", in the usual manner, by the Township; (ii) such retrieval shall, in each instance, be on foot by such golfer, never by golf cart; and (iii) the rules of play of the Golf Course shall incorporate (ii) above, and shall, in addition, expressly prohibit the hitting of any shot from any such Lot.

Section 32. Chimneys. All functioning chimneys (whether intended for live fires or furnaces) shall have flues lined through the entire height with standard clay lining or other fire resistant material. No prefabricated chimney shall be located on or attached to the outer wall of a Dwelling.

ARTICLE VIII

Restrictions on the Use of the 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, mopeds, motor boats, automobiles, trucks and vans, are expressly prohibited from operation or storage in the Common Area.

Section 2. Structures. No wall, building or structure may be constructed nor any development or improvement done in the Common Area without the prior written consent and approval of the Architectural Control Committee and all governmental agencies having jurisdiction.

Section 3. Pollution. No Owner shall throw trash, refuse, or rubbish of any kind in the Common Area.

Section 4. Pets. No Owner shall allow his dog or other pets to run loose in the Common Area.

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Section 5. Use of the Common Area. The Common Area shall be used only for passive recreation. Golfing and all active sports are prohibited. No Owner shall permit or suffer the use of the Common Area for any commercial purpose. No activities in the Common Area shall be carried on in such a manner as to be disturbing or offensive to other Owners. No firearms, air rifles, pellet or B-B 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 in the Subdivision or the Common Area.

Section 7. Liability. The Association shall maintain comprehensive public liability and property damage insurance in sufficient amounts for the purpose of protecting itself as well as the Owners, the Declarant and builders from the burden of liability and property damage resulting from accidents which may cause death or injury to person or property while in the Common Area, the Roads, or other 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 these covenants and restrictions by any proceeding at law or in equity against any Person violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against any Lot to enforce the lien created by these covenants upon such Lot; and failure by 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 or more of these covenants or restrictions by judgment or court order shall in no way effect any other provision of this Declaration, and this Declaration shall otherwise continue and remain in full force and effect.

Section 3. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the Person who or which appears as Owner on the records of the Association at the time of such mailing.

Section 4. Annexation of Additional Lands. Additional subdivisions of land, now or hereafter owned by Declarant, or any affiliate of Declarant, and located within the Northeast 1/4 of Section 21 of the Township (in each case, an "Addition"), may be brought by the Declarant under and within the jurisdiction of the Association (without the consent or approval of the Association or any Owner), in each case, by means of a Supplemental Declaration of Covenants and Restrictions filed of record with regard to such Addition, which shall extend to such Addition the scheme of the covenants and restrictions contained in this Declaration, and which shall subject the lots therein to assessment (and shall extend membership in the Association to such owners) on the basis set forth herein, and which shall provide that any additional park or common areas therein shall be for the use and benefit of the Owners, the residents in such Addition, and the residents in any subsequent Addition. Any such Addition may or may not contain

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additional park or common areas. Nothing contained herein shall require the Declarant to make any Addition to the Association. Any annexation of additional land by action of the Association (other than as aforesaid) shall require the consent of two-thirds (2/3rds) of the Owners.

Section 5. 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, powers, titles, easements and estates reserved by, or given to, the Declarant hereunder, including, without limitation, any right or power to approve or disapprove any use, act, proposed action or other matter or thing. Any such transfer or assignment shall be made by appropriate written instrument, recorded among the records of the Wayne County Register of Deeds, 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 the Declarant from all obligation, duty and liability in connection therewith.

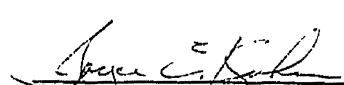
Section 6. Amendment and Duration. This Declaration, and the covenants and restrictions herein contained, shall run with and bind the Lots, Common Areas and Roadways, and shall inure to the benefit of, and be enforceable by the Association, or any Owner, their respective legal representatives, heirs, successors and/or assigns, for a term of thirty (30) years from the date this Declaration is recorded (the "Primary Term"), after which time this Declaration shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the then Owners of two-thirds (2/3rds) of the Lots shall have been recorded, agreeing to change this Declaration, in whole or in part; provided, however, that no such agreement and instrument of change shall be effective unless made and recorded at least three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement and instrument of change is sent to every Owner at least ninety (90) days in advance of any action taken; and, provided, further, that no such agreement and instrument of change affecting the Common Areas or Roadways, in any way, shall be effective unless the prior consent of the Township shall have first been obtained. This Declaration may be amended during the Primary Term by a recorded agreement and instrument of change signed by not less than eighty percent (80%) of the Owners; provided, that until December 31, 1999, Declarant shall have the right, by written instrument, signed, acknowledged and recorded with the Wayne County Register of Deeds, to modify, amend, restate, waive or repeal any or all of the provisions herein contained with respect to any thing, or any particular Lot within the Subdivision. Any such modification, amendment, restatement, waiver or repeal, may be made retroactive to the date of recordation of this Declaration.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as at the date first above set forth.

Signed in the Presence of: Signed by:

FAIRWAY PINES LIMITED PARTNERSHIP
a Michigan limited partnership,
BY: BILTMORE ASSOCIATES, INC.
a Michigan corporation

By: 
Andrew M. Coden
Its Vice President


Joyce E. Kuhn


Teri Friedman

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STATE OF MICHIGAN)
 SS
COUNTY OF OAKLAND)

The within instrument was acknowledged before me this 25th day of January, 1993, by Andrew M. Coden, who is the Vice-President of Biltmore Associates, Inc., a Michigan corporation, General Partner on behalf of Fairway Pines Limited Partnership, a Michigan limited partnership.


Teri Friedman, Notary Public
Oakland County, Michigan
My Commission expires: 11/25/95

DRAFTED BY AND WHEN
RECORDED RETURN TO:

Andrew M. Coden
2025 West Long Lake Road
Troy, Michigan 48098

(PHEASRES.SAV)
06/25/93

EXHIBIT A

LI26813PA154

"FAIRWAY PINES AT PHEASANT RUN SUB'N' NO 1 part of the N.E. 1/4 of Section 21, T 2 S., R. 8 E., Canton Township, Wayne County, Michigan, being more particularly described as:

Commencing at the East 1/4 corner of said Section 21; thence N. 89° 58' 40" W. 1027.16 feet along the East/West 1/4 line of said Section 21 to the POINT OF BEGINNING; thence continuing N. 89° 58' 40" W. 271.29 feet along said East/West 1/4 line; thence N. 12° 22' 35" E. 137.72 feet; thence N. 77° 37' 25" W. 90.45 feet; thence N. 12° 22' 35" E. 130.00 feet; thence N. 77° 37' 25" W. 25.00 feet; thence S. 12° 22' 35" W. 130.00 feet; thence N. 77° 37' 25" W. 520.64 feet; thence N. 64° 12' 21" W. 109.32 feet; thence N. 52° 17' 15" W. 110.74 feet; thence N. 38° 53' 10" W. 111.47 feet; thence N. 31° 14' 19" W. 238.00 feet; thence S. 58° 45' 40" W. 145.66 feet; thence S. 86° 05' 23" W. 98.78 feet; thence N. 80° 25' 33" W. 99.99 feet; thence N. 27° 59' 21" W. 120.04 feet to a point on the North/South 1/4 line of said Section 21; thence N. 00° 12' 04" E. 598.79 feet along said North/South 1/4 line; thence N. 58° 45' 40" E. 227.50 feet; thence S. 31° 13' 21" E. 130.67 feet; thence 196.69 feet along the arc of a curve to the right having a radius of 1212.80 feet, a central angle of 9° 17' 31" and a long chord bearing N. 65° 39' 09" E. 196.47 feet; thence N. 09° 07' 53" W. 160.09 feet; thence N. 00° 11' 45" E. 85.00 feet; thence S. 89° 52' 09" E. 179.47 feet; thence due South 37.39 feet; thence 12.39 feet along the arc of a curve to the left having a radius of 811.05 feet, a central angle of 00° 52' 31" and a long chord bearing S. 00° 26' 16" E. 12.39 feet; thence S. 89° 53' 20" E. 874.21 feet; thence S. 61° 45' 31" E. 111.55 feet; thence S. 12° 16' 49" E. 109.08 feet; thence S. 07° 48' 55" W. 81.13 feet; thence S. 62° 35' 14" E. 156.41 feet; thence S. 27° 24' 43" W. 13.48 feet; thence S. 62° 35' 12" E. 133.53 feet; thence S. 29° 48' 11" W. 11.02 feet; thence S. 57° 40' 27" E. 125.88 feet; thence N. 32° 17' 43" E. 20.13 feet; thence S. 57° 42' 17" E. 165.01 feet; thence S. 73° 16' 07" E. 162.86 feet; thence N. 89° 56' 53" E. 406.07 feet to a point on the East line of said Section 21; thence S. 00° 03' 08" E. 355.64 feet along said East line said line also being the centerline of Canton Center Road; and in part being the West line of "GLENHARRY VILLAGE SUB. NO. 1" as recorded in Liber 104 of Plats on pages 67 through 71, W.C.R.; thence S. 89° 56' 52" W. 409.69 feet; thence N. 64° 37' 30" W. 125.02 feet; thence S. 24° 21' 19" W. 13.91 feet; thence N. 65° 38' 41" W. 198.85 feet; thence S. 32° 17' 42" W. 255.82 feet; thence S. 08° 24' 39" W. 88.40 feet; thence S. 28° 45' 23" W. 148.67 feet; thence S. 12° 22' 36" W. 149.87 feet; thence 8.12 feet along the arc of a curve to the right having a radius of 250.00 feet, a central angle of 01° 51' 37" and a long chord bearing N. 78° 33' 13" W. 8.12 feet; thence N. 77° 37' 25" W. 11.13 feet; and thence S. 12° 22' 35" W. 209.68 feet to the POINT OF BEGINNING. Containing 56.44 acres of land, more or less, with 123 lots, numbered 1 through 123, both inclusive, 3 private parks, named Fairway Pines Park, Fairway Pines Park South and Fairway Pines Park North and Outlot 'A'.

SEPT 16,

2-115726

93248715

L126882PA484

**FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS
FOR FAIRWAY PINES AT PHEASANT RUN SUBDIVISION NO. 1**

WHEREAS, Fairway Pines Limited Partnership, a Michigan Limited Partnership, of 2025 West Long Lake Road, Suite 104, Troy, Michigan 48098, hereinafter referred to as the "Declarant", has previously established certain covenants, restrictions, conditions, easements, charges and lien, hereinafter referred to as the "Declaration", for the benefit of all owners of lots in Fairway Pines at Pheasant Run Subdivision No. 1 which is located in the Township of Canton, Wayne County, Michigan, more particularly described as:

Lots 1 to 123 inclusive, of Fairway Pines at Pheasant Run Subdivision No. 1, of part of the Northeast 1/4 of Section 21, T. 2 S., R. 8 E., Township of Canton, Wayne County, Michigan, according to the Plat thereof, as recorded in Liber 105, Pages 88 through 94 inclusive, Wayne County Records;

which Declaration is recorded in Liber 26813, Page 134 through 154 inclusive, Wayne County Records; and

WHEREAS, Article IX, Section 6 of the Declaration provides that the Declaration may be amended, prior to December 31, 1999, by Declarant by written instrument signed, acknowledged and recorded with the Wayne County Register of Deeds; and

WHEREAS, Declarant desires to amend the Declaration as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the covenants, terms and conditions contained herein, the Declaration is hereby amended by the addition of the following provision as Article VI, Section 9 thereto:

Section 9. Mailboxes. Each mailbox in the Subdivision shall comply with the requirements of this Article VI, shall be coordinated with and aesthetically similar to all other mailboxes in the Subdivision, and shall be designed and constructed in accordance with specifications established or approved by the Committee.

All covenants, restrictions, conditions, easements, charges and liens set forth in the Declaration which are not herein specifically amended hereby shall continue in full force and effect.

First American Title Insurance Company

FOREST E YOUNGBLOOD, WAYNE COUNTY

REGISTER OF DEEDS/MICHIGAN

93248715

93 OCT 14 PM 3:26

OCT 14, 1995

93 OCT 14 PM 3:26

L126882PA484



LI 26882 PA 485

IN WITNESS WHEREOF, the undersigned have caused these presents
to be executed on the 27th day of October, 1993.

In the Presence of:

Joyce E. KuhnTeri Friedman

FAIRWAY PINES LIMITED PARTNERSHIP
a Michigan Limited Partnership

By: BILTMORE ASSOCIATES, INC.
a Michigan Corporation

By: Andrew M. Coden
Andrew M. Coden
Its Vice President

STATE OF MICHIGAN)
COUNTY OF OAKLAND) SS

The foregoing instrument was acknowledged before me this 27th
day of October, 1993 by Andrew M. Coden, Vice President of Biltmore
Associates, Inc., a Michigan Corporation, General Partner on behalf
of Fairway Pines Limited Partnership, a Michigan Limited
Partnership.

My Commission expires:

March 26, 1997

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

THIS INSTRUMENT DRAFTED BY
AND AFTER RECORDING RETURN TO:

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

WRS1AMEN.RES

FOREST E. YOUNGHOOD, WAYNE COUNTY
REGISTER OF DEEDS, MICHIGAN
OCT 27, 1993

82-374226

9 22.00 DEED
12 DEC 96 3:26 P.M. RECEIPTS 676
DECLARATION OF RESTRICTIONS RECORDED
FOR FAIRWAY PINES AT PHEASANT RUN SUBDIVISION NO. 1 PLAT OF PHEASANT RUN SUBDIVISION NO. 1
AND WAYNE COUNTY, MI
SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS
FOR FAIRWAY PINES AT PHEASANT RUN SUBDIVISION NO. 1
\$ 4.00 REAMENDATION

LIBER 29338 PAGE 593

WHEREAS, Fairway Pines Limited Partnership, a Michigan limited partnership, of 2025 West Long Lake Road, Suite 104, Troy, Michigan 48098, hereinafter referred to as "Declarant", has previously established certain restrictions, hereinafter referred to as the "Original Restrictions", for the benefit of all owners of lots in Fairway Pines at Pheasant Run Subdivision No. 1 ("Subdivision No. 1") located in Canton Township, Wayne County, Michigan, and more particularly described:

Lots 1 to 123 inclusive, and Fairway Pines Park, Fairway Pines Park North and Fairway Pines Park South, of Fairway Pines at Pheasant Run Subdivision No. 1, of part of the Northeast 1/4 of Section 21, T. 2. S., R. 8 E., Township of Canton, Wayne County, Michigan, according to the Plat thereof, as recorded in Liber 105, Pages 88 through 94 inclusive, Wayne County Records;

which Original Restrictions are recorded in Liber 26813, Pages 134 through 154, inclusive, Wayne County Records; and

WHEREAS, the Declarant has previously amended the Original Restrictions and established certain other restrictions pursuant to the First Amendment to Declaration of Restrictions for Fairway Pines at Pheasant Run Subdivision No. 1, hereinafter referred to as the "First Amendment", which First Amendment is recorded in Liber 26882, Pages 484 to 485 inclusive, Wayne County Records. The Original Restrictions as amended by the First Amendment are hereinafter referred to as the "Restrictions"; and

WHEREAS, the Declarant is the owner in fee simple of Fairway Pines at Pheasant Run Subdivision No. 2 ("Subdivision No. 2"), located in Canton Township, Wayne County, Michigan described:

Lots 124 to 279 inclusive, and Glenview Park, Fountain Park West, and Fountain Park of Fairway Pines at Pheasant Run Subdivision No. 2, according to the Plat thereof, as recorded in Liber 109, Pages 26 through 34 of Plate, inclusive, Wayne County Records; and

WHEREAS, Article IX, Section 4 of the Restrictions provides that "[a]dditional subdivisions of land, now or hereafter owned by Declarant, or any affiliate of Declarant, and located within the Northeast 1/4 of Section 21 of the Township (in each case, an "Addition"), may be brought by the Declarant under and within the jurisdiction of the Association (without the consent or approval of the Association or any Owner), in each case, by means of a Supplemental Declaration of Covenants and Restrictions filed of record with regard to such Addition..."; and

26813

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LIBER 29338 PAGE 534

WHEREAS, Declarant desires to make the Restrictions applicable to each lot and the Common Areas located within Subdivision No. 2, which is entirely located within the Northwest 1/4 of said Section 21; and

WHEREAS, Article IX, Section 6 of the Restrictions provides that "... until December 31, 1999, Declarant shall have the right, by written instrument, signed, acknowledged and recorded with the Wayne County Register of Deeds, to modify, amend, restate, waive or repeal any or all of the provisions herein contained with respect to any thing, or any particular lot within the Subdivision,"; and

NOW, THEREFORE, in consideration of the premises and the conditions, restrictions, covenants, agreements, easements, charges and liens contained herein, the Restrictions are hereby amended and additional conditions, restrictions, covenants, agreements, easements, charges and liens are hereby established as follows:

1. Except as modified below, all of the conditions, restrictions, covenants, agreements, easements, charges and liens, and the recitals, set forth herein and in the Restrictions are hereby made applicable to each and every Lot in Subdivision No. 2 and to its Common Areas.

2. All of the conditions, restrictions, covenants and agreements, easements, charges and liens, and the recitals, set forth in the Restrictions, as amended herein, shall continue to be applicable to each and every Lot in Subdivision No. 1 and to its Common Areas.

3. All conditions, restrictions, covenants, agreements, easements, charges and liens in the Restrictions which are not herein specifically amended shall continue in full force and effect.

4. The Restrictions provide for the creation of the Fairway Pines at Pheasant Run Subdivision Association (the "Association"). The Association is now in existence. Membership in the Association, and payment of the Association assessments set forth in the Restrictions, is mandatory for each and every Owner of a Lot in Subdivision No. 1 and shall be mandatory for each and every Owner of a Lot in Subdivision No. 2.

5. Fairway Pines Park, Fairway Pines Park South, and Fairway Pines Park North, all located within Subdivision No. 1, and Glenview Park, Fountain Park West, and Fountain Park, all located within Subdivision No. 2, are reserved for the use and enjoyment of

LIBER 29338 PAGE 595

each of the Owners of Lots located either in Subdivision No. 1 or in Subdivision No. 2. Each such Park is a "Common Area" as such term is used in Article I of the Restrictions.

6. Declarant or its assigns shall convey the Common Areas in Subdivision No. 2 to the Association prior to the conveyance by Declarant of any Lot or Lots in Subdivision No. 2.

7. The following provision, applicable only to Subdivision No. 2, is hereby added to the Restrictions:

Prior to and during the period of construction of a residence on the Lot, each Owner of a Lot shall design implement and maintain proper erosion control and prevention measures, including without limitation soil erosion control fencing, in order to ensure that soil sediment, runoff, and other debris does not enter the streets, wetlands, storm sewer lines, sanitary and storm manholes, catch basins, retention basins and other utilities serving or located within Subdivision No. 1 or Subdivision No. 2 (collectively, the "Storm Sewer Improvements"). Furthermore, during and after the period of construction of a residence on the Lot, each Owner of a Lot shall install such additional erosion control and prevention measures on his Lot as is necessary to assure that neither Subdivision No. 1 nor Subdivision No. 2 is in violation of any of the State of Michigan NPDES laws or regulations as a result of building activities. Furthermore, prior to the time at which construction on all Lots has been completed, the Association, in all areas under its ownership, control, or administration, including without limitation all Common Areas, shall maintain proper erosion control and prevention measures, including without limitation soil erosion control fencing, in order to ensure that soil sediment, runoff, and other debris does not enter the Storm Sewer Improvements.

In the event that Declarant or the Association is notified by a governmental agency having jurisdiction over the Storm Sewer Improvements that the Storm Sewer Improvements need to be cleaned or serviced due to a build-up of soil, sediment or other debris, or as a result of a) disruption caused or to be caused by residential building activities in Subdivision No. 2, b) the failure of one or more Owners to install erosion controls to stop storm runoff, or c) the failure of one or more Owners to comply with the requirements set forth in this Paragraph 6., or is notified that additional erosion controls need to be installed, repaired or replaced or a fine must be paid, Declarant or the Association may contract for such work and/or pay such fine and charge each Owner a pro-rata share of the cost of the same, in

LIBER 29338 PAGE 598

common with the other Owners of Lots in Subdivision No.2, such that such Owners shall collectively be required to pay the full cost incurred by Declarant or the Association for such work. If such work and/or such fine is determined by Declarant or the Association to be necessitated solely due to the actions or inactions of one or more specific Owners, Declarant or the Association may charge such Owners their respective pro-rata portions of the full cost of the same such that such Owners shall collectively be required to pay the full cost incurred by Declarant or the Association for such work. If Declarant or the Association determines that such work and/or such fine is solely due to the actions or inactions of a single Owner, Declarant or the Association may charge such Owner the full cost incurred by Declarant or the Association for such work and/or fine.

8. Declarant reserves the right at any time, whether prior or subsequent to the conveyance by Declarant of Lots located in Subdivision No. 2, to enter into an agreement or agreements with Canton Township regarding the use and maintenance of the Common Areas located in Subdivision No. 1 and/or Subdivision No. 2, and in such event the rights and obligations of each Owner of a Lot which is located either in Subdivision No. 1, Subdivision No. 2 or in any future annexed subdivision shall be further subject to any such agreement.

9. The Restrictions and the provisions hereof shall be applicable to the present and further Owners of Lots located in Subdivision No. 1 or in Subdivision No. 2. All Lots located in Subdivision No. 1 or in Subdivision No. 2 shall be used, held and/or sold expressly subject to the conditions, restrictions, covenants, agreements, easements, charges and liens set forth in the Restrictions and as provided herein, which conditions, restrictions, covenants, agreements, easements, charges and liens 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 and assigns and their respective heirs, personal representatives, successors and assigns.

10. Previously, several easements, documents and agreements were executed in connection with the approval and development of Subdivision No. 1 and/or Subdivision No. 2, including without limitation those listed in the following sentence. Each Lot in Subdivision No. 1 and Subdivision No. 2 shall without limitation be subject to the terms and conditions of the following easements, documents and agreements: (a) the provisions of the Restrictions; (b) the provisions of the Declaration of Reciprocal Roadway Easement recorded in Liber 26390, Page 818, Wayne County Records,

-4-

LIBER 29338 PAGE 597

as modified by Amendment No. 1 thereto recorded in Liber 27419, Page 786, Wayne County Records, and further modified by Amendment No. 2 thereto recorded in Liber 27699, Page 447, Wayne County Records; (c) the Notice and Affidavit of Planned Development District recorded in Liber 26390, Page 800, Wayne County Records; (d) the Agreement for Maintenance of Irrigation System and Storm Drainage Facilities recorded in Liber 26786, Page 807, Wayne County Records; (e) the First Amendment to Agreement for Maintenance of Irrigation System and Storm Drainage Facilities recorded in Liber _____, Page _____, Wayne County Records; and (f) easements and rights-of-way, and other matters, of record.

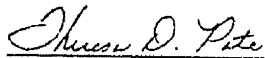
11. The Restrictions are hereby amended such that the second sentence of Article VII, Section 5 shall be replaced in its entirety by the following provision: "Stucco, aluminum siding, vinyl siding and/or ledge rock (but not Texture 1-11) may also be used, so long as any of these materials alone, or in combination, do not exceed thirty-five percent (35%) of the total of all visible exterior walls, to the extent that use of these materials does not violate any Canton Township regulations."

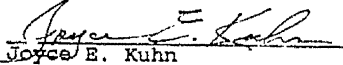
12. The invalidity of any of the conditions, restrictions, covenants, agreements, easements, charges and liens in the Restrictions or herein shall not affect the remaining portions thereof or hereof, and in such event the Restrictions as amended hereby shall be construed as if such invalid portion had not been contained therein or herein.

13. Terms not defined herein shall have the meaning ascribed to them in the Restrictions.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed on the 18th day of December, 1995.

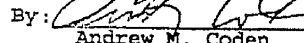
In the Presence of:


Theresa D. Pate


Joyce E. Kuhn

FAIRWAY PINES LIMITED PARTNERSHIP
a Michigan limited partnership

By: BILTMORE ASSOCIATES, INC.
a Michigan corporation
General Partner

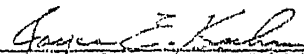

By: Andrew M. Coden
Its Vice President

LIBER 29338 PAGE 598

STATE OF MICHIGAN)
SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 18th day of December, 1995, by Andrew M. Coden, Vice President of Biltmore Associates, Inc., a Michigan Corporation, General Partner, on behalf of Fairway Pines Limited Partnership, a Michigan limited partnership.

My Commission expires:
March 26, 1997


Joyce E. Kuhn, Notary Public
Oakland County, Michigan

THIS INSTRUMENT DRAFTED BY
AND AFTER RECORDING RETURN TO:

David Stollman, Esq.
2025 W. Long Lake Road, Suite 104
Troy, Michigan 48098

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FIRST AMERICAN TITLE
INSURANCE COMPANY

THIRD AMENDMENT TO DECLARATION OF RESTRICTIONS FOR
FAIRWAY PINES AT PHEASANT RUN SUBDIVISION NO. 1
and
FAIRWAY PINES AT PHEASANT RUN SUBDIVISION NO. 2

82-118634

WHEREAS, Fairway Pines Limited Partnership, a Michigan limited partnership, of 2025 West Long Lake Road, Suite 104, Troy, Michigan 48098, hereinafter referred to as "Declarant", has previously established certain restrictions, hereinafter referred to as the "Original Restrictions", for the benefit of all owners of lots in Fairway Pines at Pheasant Run Subdivision No. 1 ("Subdivision No. 1") located in Canton Township, Wayne County, Michigan, and more particularly described as:

Lots 1 through 123 inclusive, and Fairway Pines Park, Fairway Pines Park North and Fairway Pines Park South, of Fairway Pines at Pheasant Run Subdivision No. 1, according to the plat thereof as recorded in Liber 105, Pages 88 through 94 inclusive, Wayne County Records;

which Original Restrictions are recorded in Liber 26813, Pages 134 through 154, inclusive, Wayne County Records; and

WHEREAS, the Declarant has previously amended the Original Restrictions and established certain other restrictions pursuant to that certain First Amendment to Declaration of Restrictions for Fairway Pines at Pheasant Run Subdivision No. 1, hereinafter referred to as the "First Amendment", which First Amendment is recorded in Liber 26882, Pages 484 and 485, Wayne County Records; and

WHEREAS, the Declarant has previously further amended the Original Restrictions and established certain other restrictions pursuant to that certain Declaration of Restrictions for Fairway Pines at Pheasant Run No. 2 and Second Amendment to Declaration of Restrictions for Fairway Pines at Pheasant Run Subdivision No. 1, hereinafter referred to as the "Second Amendment", for the benefit of all owners of lots in Subdivision No. 1 and for the benefit of owners of lots in Fairway Pines at Pheasant Run Subdivision No. 2 ("Subdivision No. 2"). Subdivision No. 2 is located in Canton Township, Wayne County, Michigan and is described as:

Lots 124 through 279 inclusive, and Glenview Park, Fountain Park West and Fountain Park, of Fairway Pines at Pheasant Run Subdivision No. 2, according to the plat thereof as recorded

\$25.00 MORTGAGE
RECORDED
FOREST E. YOUNGBLOOD, REGISTER OF DEEDS
WAYNE COUNTY, MI
Receipt #20552
\$4.00 RECONVEYANCE

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Liber-29678

Page-2587.0

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in Liber 109, Pages 26 through 34 of Plats,
inclusive, Wayne County Records;

which Second Amendment is recorded in Liber 29338, pages 593 to 598 inclusive, Wayne County Records. The Original Restrictions as amended by the First Amendment and the Second Amendment are hereinafter referred to as the "Restrictions"; and

WHEREAS, Article IX, Section 6 of the Restrictions provides that "... until December 31, 1999, Declarant shall have the right, by written instrument, signed, acknowledged and recorded with the Wayne County Register of Deeds, to modify, amend, restate, waive or repeal any or all of the provisions herein contained with respect to any thing, or any particular lot within the Subdivision,";

NOW, THEREFORE, in consideration of the premises and the conditions, restrictions, covenants, agreements, easements, charges and liens contained herein, the Restrictions are hereby amended and additional conditions, restrictions, covenants, agreements, easements, charges and liens are hereby established as follows:

1. The Restrictions are hereby amended such that the second sentence of Article VII, Section 5 shall be replaced in its entirety by the following provision: "Stucco, aluminum siding, vinyl siding and/or ledge rock (but not Texture 1-11) may also be used, so long as any of these materials alone, or in combination, do not exceed thirty-five percent (35%) of the total of all visible exterior walls, to the extent that use of these materials does not violate any Canton Township regulations, provided that only as to those lots in Subdivision No. 1 for which a building permit is issued after August 15, 1997, neither vinyl siding nor aluminum siding may be used in any amount."

2. All conditions, restrictions, covenants, agreements, easements, charges and liens in the Restrictions which are not herein specifically amended shall continue in full force and effect.

3. The invalidity of any of the conditions, restrictions, covenants, agreements, easements, charges and liens in the Restrictions or herein shall not affect the remaining portions thereof or hereof, and in such event the Restrictions as amended hereby shall be construed as if such invalid portion had not been contained therein or herein.

4. Terms not defined herein shall have the meaning ascribed to them in the Restrictions.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed on the 15th day of July, 1997.

In the Presence of:

Christine Sanborn
Christine Sanborn

Joyce E. Kelly

FAIRWAY PINES LIMITED PARTNERSHIP
a Michigan limited partnership

By: BILTMORE ASSOCIATES, INC.
Michigan corporation
General Partner

By: Andrew M. Coden
Its: Vice President

STATE OF MICHIGAN)) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 15th day of July, 1997, by Andrew M. Coden, Vice-President of Biltmore Associates, Inc., a Michigan Corporation, General Partner, on behalf of Fairway Pines Limited Partnership, a Michigan limited partnership.

My Commission expires:
June 23, 2001

Joyce E. Kelly
~~Joyce E. Kelly, Notary Public~~
 Oakland County, Michigan

THIS INSTRUMENT DRAFTED BY
AND AFTER RECORDING RETURN TO:

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

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FAIRWAY PINES AT PHEASANT RUN SUBDIVISION NO. 1
CANTON TOWNSHIP, WAYNE COUNTY, MICHIGAN

<u>LOT</u>	<u>SIDWELL NO.</u>	<u>LOT</u>	<u>SIDWELL NO.</u>
1	71-081-01-0001	63	71-081-01-0063
2	71-081-01-0002	64	71-081-01-0064
3	71-081-01-0003	65	71-081-01-0065
4	71-081-01-0004	66	71-081-01-0066
5	71-081-01-0005	67	71-081-01-0067
6	71-081-01-0006	68	71-081-01-0068
7	71-081-01-0007	69	71-081-01-0069
8	71-081-01-0008	70	71-081-01-0070
9	71-081-01-0009	71	71-081-01-0071
10	71-081-01-0010	72	71-081-01-0072
11	71-081-01-0011	73	71-081-01-0073
12	71-081-01-0012	74	71-081-01-0074
13	71-081-01-0013	75	71-081-01-0075
14	71-081-01-0014	76	71-081-01-0076
15	71-081-01-0015	77	71-081-01-0077
16	71-081-01-0016	78	71-081-01-0078
17	71-081-01-0017	79	71-081-01-0079
18	71-081-01-0018	80	71-081-01-0080
19	71-081-01-0019	81	71-081-01-0081
20	71-081-01-0020	82	71-081-01-0082
21	71-081-01-0021	83	71-081-01-0083
22	71-081-01-0022	84	71-081-01-0084
23	71-081-01-0023	85	71-081-01-0085
24	71-081-01-0024	86	71-081-01-0086
25	71-081-01-0025	87	71-081-01-0087
26	71-081-01-0026	88	71-081-01-0088
27	71-081-01-0027	89	71-081-01-0089
28	71-081-01-0028	90	71-081-01-0090
29	71-081-01-0029	91	71-081-01-0091
30	71-081-01-0030	92	71-081-01-0092
31	71-081-01-0031	93	71-081-01-0093
32	71-081-01-0032	94	71-081-01-0094
33	71-081-01-0033	95	71-081-01-0095
34	71-081-01-0034	96	71-081-01-0096
35	71-081-01-0035	97	71-081-01-0097
36	71-081-01-0036	98	71-081-01-0098
37	71-081-01-0037	99	71-081-01-0099
38	71-081-01-0038	100	71-081-01-0100
39	71-081-01-0039	101	71-081-01-0101
40	71-081-01-0040	102	71-081-01-0102

(Continued on Page 2)

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<u>LOT</u>	<u>SIDWELL NO.</u>	<u>LOT</u>	<u>SIDWELL NO.</u>
41	71-081-01-0041	103	71-081-01-0103
42	71-081-01-0042	104	71-081-01-0104
43	71-081-01-0043	105	71-081-01-0105
44	71-081-01-0044	106	71-081-01-0106
45	71-081-01-0045	107	71-081-01-0107
46	71-081-01-0046	108	71-081-01-0108
47	71-081-01-0047	109	71-081-01-0109
48	71-081-01-0048	110	71-081-01-0110
49	71-081-01-0049	111	71-081-01-0111
50	71-081-01-0050	112	71-081-01-0112
51	71-081-01-0051	113	71-081-01-0113
52	71-081-01-0052	114	71-081-01-0114
53	71-081-01-0053	115	71-081-01-0115
54	71-081-01-0054	116	71-081-01-0116
55	71-081-01-0055	117	71-081-01-0117
56	71-081-01-0056	118	71-081-01-0118
57	71-081-01-0057	119	71-081-01-0119
58	71-081-01-0058	120	71-081-01-0120
59	71-081-01-0059	121	71-081-01-0121
60	71-081-01-0060	122	71-081-01-0122
61	71-081-01-0061	123	71-081-01-0123
62	71-081-01-0062		

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FAIRWAY PINES AT PHEASANT RUN SUBDIVISION NO. 2
CANTON TOWNSHIP, WAYNE COUNTY, MICHIGAN

<u>LOT</u>	<u>SIDWELL NO.</u>	<u>LOT</u>	<u>SIDWELL NO.</u>
124	71-081-02-0124	202	71-081-02-0202
125	71-081-02-0125	203	71-081-02-0203
126	71-081-02-0126	204	71-081-02-0204
127	71-081-02-0127	205	71-081-02-0205
128	71-081-02-0128	206	71-081-02-0206
129	71-081-02-0129	207	71-081-02-0207
130	71-081-02-0130	208	71-081-02-0208
131	71-081-02-0131	209	71-081-02-0209
132	71-081-02-0132	210	71-081-02-0210
133	71-081-02-0133	211	71-081-02-0211
134	71-081-02-0134	212	71-081-02-0212
135	71-081-02-0135	213	71-081-02-0213
136	71-081-02-0136	214	71-081-02-0214
137	71-081-02-0137	215	71-081-02-0215
138	71-081-02-0138	216	71-081-02-0216
139	71-081-02-0139	217	71-081-02-0217
140	71-081-02-0140	218	71-081-02-0218
141	71-081-02-0141	219	71-081-02-0219
142	71-081-02-0142	220	71-081-02-0220
143	71-081-02-0143	221	71-081-02-0221
144	71-081-02-0144	222	71-081-02-0222
145	71-081-02-0145	223	71-081-02-0223
146	71-081-02-0146	224	71-081-02-0224
147	71-081-02-0147	225	71-081-02-0225
148	71-081-02-0148	226	71-081-02-0226
149	71-081-02-0149	227	71-081-02-0227
150	71-081-02-0150	228	71-081-02-0228
151	71-081-02-0151	229	71-081-02-0229
152	71-081-02-0152	230	71-081-02-0230
153	71-081-02-0153	231	71-081-02-0231
154	71-081-02-0154	232	71-081-02-0232
155	71-081-02-0155	233	71-081-02-0233
156	71-081-02-0156	234	71-081-02-0234
157	71-081-02-0157	235	71-081-02-0235
158	71-081-02-0158	236	71-081-02-0236
159	71-081-02-0159	237	71-081-02-0237
160	71-081-02-0160	238	71-081-02-0238
161	71-081-02-0161	239	71-081-02-0239
162	71-081-02-0162	240	71-081-02-0240

(Continued on Page 2)

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<u>LOT</u>	<u>SIDWELL NO.</u>	<u>LOT</u>	<u>SIDWELL NO.</u>
163	71-081-02-0163	241	71-081-02-0241
164	71-081-02-0164	242	71-081-02-0242
165	71-081-02-0165	243	71-081-02-0243
166	71-081-02-0166	244	71-081-02-0244
167	71-081-02-0167	245	71-081-02-0245
168	71-081-02-0168	246	71-081-02-0246
169	71-081-02-0169	247	71-081-02-0247
170	71-081-02-0170	248	71-081-02-0248
171	71-081-02-0171	249	71-081-02-0249
172	71-081-02-0172	250	71-081-02-0250
173	71-081-02-0173	251	71-081-02-0251
174	71-081-02-0174	252	71-081-02-0252
175	71-081-02-0175	253	71-081-02-0253
176	71-081-02-0176	254	71-081-02-0254
177	71-081-02-0177	255	71-081-02-0255
178	71-081-02-0178	256	71-081-02-0256
179	71-081-02-0179	257	71-081-02-0257
180	71-081-02-0180	258	71-081-02-0258
181	71-081-02-0181	259	71-081-02-0259
182	71-081-02-0182	260	71-081-02-0260
183	71-081-02-0183	261	71-081-02-0261
184	71-081-02-0184	262	71-081-02-0262
185	71-081-02-0185	263	71-081-02-0263
186	71-081-02-0186	264	71-081-02-0264
187	71-081-02-0187	265	71-081-02-0265
188	71-081-02-0188	266	71-081-02-0266
189	71-081-02-0189	267	71-081-02-0267
190	71-081-02-0190	268	71-081-02-0268
191	71-081-02-0191	269	71-081-02-0269
192	71-081-02-0192	270	71-081-02-0270
193	71-081-02-0193	271	71-081-02-0271
194	71-081-02-0194	272	71-081-02-0272
195	71-081-02-0195	273	71-081-02-0273
196	71-081-02-0196	274	71-081-02-0274
197	71-081-02-0197	275	71-081-02-0275
198	71-081-02-0198	276	71-081-02-0276
199	71-081-02-0199	277	71-081-02-0277
200	71-081-02-0200	278	71-081-02-0278
201	71-081-02-0201	279	71-081-02-0279

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-2-

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TITLE INSURANCE COMPANYLiber-29953 Page-2010.0
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**DECLARATION OF RESTRICTIONS
FOR FAIRWAY PINES AT PHEASANT RUN SUBDIVISION NO. 3
AND
FOURTH AMENDMENT TO DECLARATION OF RESTRICTIONS
FOR FAIRWAY PINES AT PHEASANT RUN SUBDIVISION NO. 1
AND
FAIRWAY PINES AT PHEASANT RUN SUBDIVISION NO. 2**

PA

83-122424

WHEREAS, Fairway Pines Limited Partnership, a Michigan limited partnership, of 2025 West Long Lake Road, Suite 104, Troy, Michigan 48098, hereinafter referred to as "Declarant", has previously established certain restrictions, hereinafter referred to as the "Original Restrictions", for the benefit of all owners of lots in Fairway Pines at Pheasant Run Subdivision No. 1 ("Subdivision No. 1") located in Canton Township, Wayne County, Michigan, and more particularly described as:

RECORDED
FOREST E. YOUNGLOON, REGISTER OF DEEDS
WAYNE COUNTY, MI
Receipt #86267

Lots 1 to 123 inclusive, and Fairway Pines Park, Fairway Pines Park North and Fairway Pines Park South, of Fairway Pines at Pheasant Run Subdivision No. 1, of part of the Northeast 1/4 of Section 21, T. 2. S., R. 8 E., Township of Canton, Wayne County, Michigan, according to the Plat thereof, as recorded in Liber 105, Pages 88 through 94 inclusive, Wayne County Records;

which Original Restrictions are recorded in Liber 26813, Pages 134 through 154, inclusive, Wayne County Records; and

\$25.00 MORTGAGE
\$4.00 REMONUMENTATION

WHEREAS, the Declarant has previously amended the Original Restrictions and established certain other restrictions pursuant to a) the First Amendment to Declaration of Restrictions for Fairway Pines at Pheasant Run Subdivision No. 1, hereinafter referred to as the "First Amendment", which First Amendment is recorded in Liber 26882, Pages 484 to 485 inclusive, Wayne County Records, b) Declaration of Restrictions for Fairway Pines at Pheasant Run Subdivision No. 2 and Second Amendment to Declaration of Restrictions for Fairway Pines at Pheasant Run Subdivision No. 1 (hereinafter referred to as the "Second Amendment"), which Second Amendment is recorded in Liber 29338, Pages 593 through 598 inclusive, Wayne County Records; and c) Third Amendment to Declaration of Restrictions for Fairway Pines at Pheasant Run Subdivision No. 1 and Fairway Pines at Pheasant Run Subdivision No. 2 (hereinafter referred to as the "Third Amendment"), which Third Amendment is recorded in Liber 29678, Pages 2587 through 2593, inclusive, Wayne County Records. The Original Restrictions as amended by the First Amendment, Second Amendment and Third Amendment are hereinafter referred to as the "Restrictions" and, by virtue of the Second Amendment, have been made applicable to

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Fairway Pines at Pheasant Run Subdivision No. 2 ("Subdivision No. 2"), located in Canton Township, Wayne County, Michigan and described as:

Lots 124 to 279 inclusive, and Glenview Park, Fountain Park West, and Fountain Park of Fairway Pines at Pheasant Run Subdivision No. 2, according to the Plat thereof, as recorded in Liber 109, Pages 26 through 34 of Plats, inclusive, Wayne County Records; and

WHEREAS, the Declarant is the owner in fee simple of Fairway Pines at Pheasant Run Subdivision No. 3 ("Subdivision No. 3"), located in the Township of Canton, Wayne County, Michigan, and described as:

Lots 280 to 309 inclusive, and Lower Fairway Pines Park, of Fairway Pines at Pheasant Run Subdivision No. 3, according to the Plat thereof, as recorded in Liber 112, Pages 1 through 3 of Plats, inclusive, Wayne County Records; and

WHEREAS, Article IX, Section 4 of the Restrictions provides that "[a]dditional subdivisions of land, now or hereafter owned by Declarant, or any affiliate of Declarant, and located within the Northeast 1/4 of Section 21 of the Township (in each case, an "Addition"), may be brought by the Declarant under and within the jurisdiction of the Association (without the consent or approval of the Association or any Owner), in each case, by means of a Supplemental Declaration of Covenants and Restrictions filed of record with regard to such Addition..."; and

WHEREAS, Declarant desires to make the Restrictions applicable to each lot and the Common Areas located within Subdivision No. 3, which is entirely located within the Northwest 1/4 of said Section 21; and

WHEREAS, Article IX, Section 6 of the Restrictions provides that "... until December 31, 1999, Declarant shall have the right, by written instrument, signed, acknowledged and recorded with the Wayne County Register of Deeds, to modify, amend, restate, waive or repeal any or all of the provisions herein contained with respect to any thing, or any particular lot within the Subdivision,"; and

NOW, THEREFORE, in consideration of the premises and the conditions, restrictions, covenants, agreements, easements, charges and liens contained herein, the Restrictions are hereby amended and additional conditions, restrictions, covenants, agreements, easements, charges and liens are hereby established as follows:

1. Except as modified below, all of the conditions, restrictions, covenants, agreements, easements, charges and liens, and the recitals, set forth herein and in the Restrictions are hereby made applicable to each and every Lot in Subdivision No. 3 and to its Common Areas.

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2. All of the conditions, restrictions, covenants and agreements, easements, charges and liens, and the recitals, set forth in the Restrictions, as amended herein, shall continue to be applicable to each and every Lot in Subdivision No. 1 and in Subdivision No. 2 and to its Common Areas.

3. All conditions, restrictions, covenants, agreements, easements, charges and liens in the Restrictions which are not herein specifically amended shall continue in full force and effect.

4. The Restrictions provide for the creation of the Fairway Pines at Pheasant Run Subdivision Association (the "Association"). The Association is now in existence. Membership in the Association, and payment of the Association assessments set forth in the Restrictions, is mandatory for each and every Owner of a Lot in Subdivision No. 1 and Subdivision No. 2 and shall be mandatory for each and every Owner of a Lot in Subdivision No. 3.

5. Fairway Pines Park, Fairway Pines Park South and Fairway Pines Park North, all located within Subdivision No. 1, Glenview Park, Fountain Park West and Fountain Park, all located within Subdivision No. 2, and Lower Fairway Pines Park, located in Subdivision No. 3, are reserved for the use and enjoyment of each of the Owners of Lots located either in Subdivision No. 1, Subdivision No. 2 or in Subdivision No. 3. Each such Park is a "Common Area" as such term is used in Article I of the Restrictions.

6. Declarant or its assigns shall convey the Common Areas in Subdivision No. 3 to the Association prior to the conveyance by Declarant of any Lot or Lots in Subdivision No. 3.

7. The following provision, applicable only to Subdivision No. 3, is hereby added to the Restrictions:

Prior to and during the period of construction of a residence on the Lot, each Owner of a Lot shall design implement and maintain proper erosion control and prevention measures, including without limitation soil erosion control fencing, in order to ensure that soil sediment, runoff, and other debris does not enter the streets, wetlands, storm sewer lines, sanitary and storm manholes, catch basins, retention basins and other utilities serving or located within Subdivision No. 1, Subdivision No. 2 or Subdivision No. 3 (collectively, the "Storm Sewer Improvements"). Furthermore, during and after the period of construction of a residence on the Lot, each Owner of a Lot shall install such additional erosion control and prevention measures on his Lot as is necessary to assure that neither Subdivision No. 1, Subdivision No. 2 nor Subdivision No. 3 is in violation of any of the State of Michigan NPDES laws or regulations as a result of building activities.

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Furthermore, prior to the time at which construction on all Lots has been completed, the Association, as to all areas under its ownership, control, or administration, including without limitation all Common Areas, shall maintain proper erosion control and prevention measures, including without limitation soil erosion control fencing, in order to ensure that soil sediment, runoff, and other debris does not enter the Storm Sewer Improvements.

In the event that Declarant or the Association is notified by a governmental agency having jurisdiction over the Storm Sewer Improvements that the Storm Sewer Improvements need to be cleaned or serviced due to a build-up of soil, sediment or other debris, or as a result of a) disruption caused or to be caused by residential building activities in Subdivision No. 3, b) the failure of one or more Owners to install erosion controls to stop storm runoff, or c) the failure of one or more Owners to comply with the requirements set forth in this Paragraph 7., or is notified that additional erosion controls need to be installed, repaired or replaced or a fine must be paid, Declarant or the Association may contract for such work and/or pay such fine and charge each Owner a pro-rata share of the cost of the same, in common with the other Owners of Lots in Subdivision No. 3, such that such Owners shall collectively be required to pay the full cost incurred by Declarant or the Association for such work. If such work and/or such fine is determined by Declarant or the Association to be necessitated solely due to the actions or inactions of one or more specific Owners, Declarant or the Association may charge such Owners their respective pro-rata portions of the full cost of the same such that such Owners shall collectively be required to pay the full cost incurred by Declarant or the Association for such work. If Declarant or the Association determines that such work and/or such fine is solely due to the actions or inactions of a single Owner, or a specific group of Owners, Declarant or the Association may charge such Owner or Owners the full cost incurred by Declarant or the Association for such work and/or fine.

8. Declarant reserves the right at any time, whether prior or subsequent to the conveyance by Declarant of Lots located in Subdivision No. 3, to enter into an agreement or agreements with Canton Township regarding the use and maintenance of the Common Areas located in Subdivision No. 1, Subdivision No. 2 and/or Subdivision No. 3, and in such event the rights and obligations of each Owner of a Lot which is located either in Subdivision No. 1, Subdivision No. 2, Subdivision No. 3 or in any future annexed subdivision shall be further subject to any such agreement.

9. The Restrictions and the provisions hereof shall be applicable to the present and further Owners of Lots located in Subdivision No. 1, Subdivision No. 2 or in Subdivision No. 3. All Lots located in Subdivision No. 1, Subdivision No. 2 or in Subdivision No. 3 shall be used, held and/or sold expressly subject to the conditions, restrictions, covenants, agreements, easements, charges and liens set forth in the Restrictions and as provided herein, which conditions, restrictions, covenants, agreements, easements, charges and liens shall be incorporated by reference in all deeds

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of conveyance and contracts for the sale of said Lots and shall run with the land and be binding upon all grantees and assigns and their respective heirs, personal representatives, successors and assigns.

10. Previously, several easements, documents and agreements were executed in connection with the approval and development of Subdivision No. 1, Subdivision No. 2 and/or Subdivision No. 3, including without limitation those listed in the following sentence. Each Lot in Subdivision No. 1, Subdivision No. 2 or Subdivision No. 3 shall without limitation be subject to the terms and conditions of the following easements, documents and agreements: (a) the provisions of the Restrictions, as may be amended herein or in the future; (b) the provisions of the Declaration of Reciprocal Roadway Easement recorded in Liber 26390, Page 818, Wayne County Records, as modified by Amendment No. 1 thereto recorded in Liber 27419, Page 786, Wayne County Records, and further modified by Amendment No. 2 thereto recorded in Liber 27699, Page 447, Wayne County Records; (c) the Notice and Affidavit of Planned Development District recorded in Liber 26390, Page 800, Wayne County Records; (d) the Agreement for Maintenance of Irrigation System and Storm Drainage Facilities recorded in Liber 26786, Page 807, Wayne County Records, as amended by the First Amendment to Agreement for Maintenance of Irrigation System and Storm Drainage Facilities recorded in Liber 29750, Page 1348, Wayne County Records, and by the Second Amendment to Agreement for Maintenance of Irrigation System and Storm Drainage Facilities recorded in Liber 29800, Page 5518, Wayne County Records; and (e) easements and rights-of-way, and other matters, of record.

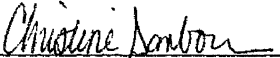
11. The invalidity of any of the conditions, restrictions, covenants, agreements, easements, charges and liens in the Restrictions or herein shall not affect the remaining portions thereof or hereof, and in such event the Restrictions as amended hereby shall be construed as if such invalid portion had not been contained therein or herein.

12. Terms not defined herein shall have the meaning ascribed to them in the Restrictions.

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IN WITNESS WHEREOF, the undersigned have caused these presents to be executed on the 8th day of January, 1998.

In the Presence of:


Christine L. Sanborn


Joyce E. Kelly

FAIRWAY PINES LIMITED PARTNERSHIP
a Michigan limited partnership

By: BILTMORE ASSOCIATES, INC.
a Michigan corporation
General Partner

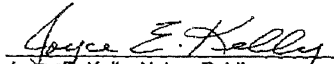

By: Leon Zolkower
Its: Vice President

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 8th day of January, 1998, by Leon Zolkower, Vice President of Biltmore Associates, Inc., a Michigan Corporation, General Partner, on behalf of Fairway Pines Limited Partnership, a Michigan limited partnership.

My Commission expires:

June 23, 2001


Joyce E. Kelly, Notary Public
Oakland County, Michigan

THIS INSTRUMENT DRAFTED BY
AND AFTER RECORDING RETURN TO:

Leon Zolkower
2025 W. Long Lake Road, Suite 104
Troy, Michigan 48098

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Liber-29953 Page-2016.0

SIDWELL NOS. & ADDRESSES FOR FAIRWAY PINES AT PHEASANT RUN SUB. #3CANTON TOWNSHIP, WAYNE COUNTY, MICHIGAN

<u>LOT NO.</u>	<u>SIDWELL NO.</u>	<u>ADDRESS</u>
280	71-081-03-0280-000	45431 Muirfield Drive
281	71-081-03-0281-000	45433 Muirfield Drive
282	71-081-03-0282-000	45435 Muirfield Drive
283	71-081-03-0283-000	45437 Muirfield Drive
284	71-081-03-0284-000	45439 Muirfield Drive or 45438 Cypress Court
285	71-081-03-0285-000	45434 Cypress Court
286	71-081-03-0286-000	45430 Cypress Court
287	71-081-03-0287-000	45426 Cypress Court
288	71-081-03-0288-000	45410 Cypress Court
289	71-081-03-0289-000	45404 Cypress Court
290	71-081-03-0290-000	45402 Cypress Court
291	71-081-03-0291-000	45405 Cypress Court
292	71-081-03-0292-000	45409 Cypress Court
293	71-081-03-0293-000	45413 Cypress Court
294	71-081-03-0294-000	45419 Cypress Court
295	71-081-03-0295-000	45423 Cypress Court
296	71-081-03-0296-000	45427 Cypress Court
297	71-081-03-0297-000	45431 Cypress Court
298	71-081-03-0298-000	45435 Cypress Court
299	71-081-03-0299-000	45437 Cypress Court
300	71-081-03-0300-000	45439 Cypress Court
301	71-081-03-0301-000	45443 Muirfield Drive
302	71-081-03-0302-000	45447 Muirfield Drive
303	71-081-03-0303-000	45451 Muirfield Drive
304	71-081-03-0304-000	45444 Muirfield Drive
305	71-081-03-0305-000	45442 Muirfield Drive
306	71-081-03-0306-000	45440 Muirfield Drive
307	71-081-03-0307-000	45438 Muirfield Drive
308	71-081-03-0308-000	45436 Muirfield Drive
309	71-081-03-0309-000	45434 Muirfield Drive

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 F.E. Youngblood, Wayne Co. Register of Deeds

**FIFTH AMENDMENT TO DECLARATION OF COVENANTS
 AND RESTRICTIONS FOR FAIRWAY PINES SUBDIVISIONS**

This Fifth Amendment of Declaration of Covenants and Restrictions made this December 30, 1998, by and between FAIRWAY PINES LIMITED PARTNERSHIP, a Michigan limited partnership ("Declarant") having its principal office at 2025 W. Long Lake Road, Suite 104, Troy, Michigan 48098.

WHEREAS, the Declarant has previously established certain restrictions hereinafter referred to as the "Original Restrictions" for the Benefit of All Owners of Lots in Fairway Pines at Pheasant Run Subdivision No. 1, which restrictions are recorded in Liber 26813, Page 134-154 inclusive, Wayne County Records; and

WHEREAS, the Declarant has amended the Original Restrictions and established other restrictions pursuant to (a) the First Amendment to Declaration of Restrictions for Fairway Pines at Pheasant Run Subdivision No. 1, hereinafter referred to as the "First Amendment", which is recorded in Liber 26882, Pages 484 to 485 inclusive, Wayne County Records, (b) a Declaration of Restrictions for Fairway Pines at Pheasant Run Subdivision No. 1 and a Second Amendment to Declaration of Restrictions for Fairway Pines at Pheasant Run Subdivision No. 1, the Second Amendment which is recorded in Liber 29338, Pages 593 through 598 inclusive, Wayne County Records; and (c) Third Amendment to Declaration of Restrictions for Fairway Pines at Pheasant Run Subdivision No. 1 and Fairway Pines of Pheasant Run Subdivision No. 2 (hereinafter referred to as the "Third Amendment"), which Third Amendment is recorded in Liber 29678, Pages 2587 through 2593 inclusive, Wayne County Records; and Fourth Amendment to Declaration of Restrictions for Fairway Pines at Pheasant Run Subdivision No. 1, and No. 2, and Declaration of Restrictions for Fairway Pines at Pheasant Run Subdivision No. 3, recorded in Liber 29953, Page 2010, Wayne County Records; and

WHEREAS, Article IX Section 4 of the Original Restrictions provides, in part, that "additional subdivisions of land, now or hereafter owned by the Declarant, or any affiliate of Declarant and located within the northeast 1/4 of Section 21 of the Township (in each case, and in addition) may be brought by the Declarant under and within the jurisdiction of the association in (without the consent or approval of the association or any owner), and in each case by means of supplemental declaration of conveyance and restrictions filed of record with regard to such addition, which shall extend to such addition the scheme of the covenants and restrictions contained in this Declaration, and which shall subject the lots therein to assessment; and shall extend membership in the association to such owners on the basis set forth herein and which shall provide that any additional park or common areas therein shall be for the use and benefit of the owners, the residence and such addition and the residence in any subsequent addition. Any such addition may or may not contain additional park or common areas. . ."; and

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WHEREAS, the Restrictions provide for the creation of the Fairway Pines at Pheasant Run Subdivision Association (the "Association") which is now in existence; and

WHEREAS, it is provided under Section 6, Amendment and Duration. . . that until December 31, 1999, Declarant shall have the right, by written instrument, signed, acknowledged and recorded with the Wayne County Register of Deeds, to modify, amend, restate, waive, repeal any or all of the provisions contained within and respect to anything, or any particular lot within the subdivision; and

WHEREAS, by Quit Claim Deed dated May 1, 1997, Declarant has conveyed to Fairway Pines at Pheasant Run Subdivision Association certain lands herein referred to as "Additional Common Area and Park Areas" described as wooded area west of Fairway Pines at Pheasant Run Subdivision No. 2 which instrument was recorded in Liber 29695, Page 2029, Wayne County Records, and by instrument recorded in Liber 27943, Page 067, on March 8, 1995 caused to be conveyed to the Fairway Pines of Pheasant Run Subdivision Association, a certain 10' private walkway described therein, private park described therein with the intent that such lands and property be used for Common Area only, for the benefit of all lot owners in Fairway Pines at Pheasant Run Subdivisions No. 1, 2 and 3; and

WHEREAS, as set forth within the Original Restrictions recorded in Liber 26813, Page 134, Subdivision which shall consist of private parks (the "Common Areas") for the benefit of the Subdivision and intended for the use, in common of (a) the owners of each lot (the "Owners"); (b) the occupants; (c) the permittees; . . . and

WHEREAS, it is provided within the Original Restrictions in paragraph D of the Recitals that the "Declarant" desires to subject the Subdivision to covenants, restrictions, conditions, easement charges, liens hereinafter set forth. . . to provide the perpetual preservation and maintenance of the common areas and roadways within the Subdivision and manner consistent with high environmental, aesthetic and residential standards; . . . and

WHEREAS, it is provided under Article I of the Original Restrictions, that "Common Areas, shall mean and refer to: (a) those areas of land denoted as private parks on the recorded plat of the Subdivision; (b) those additional park or common areas located within any Subdivisions which are in the future annexed in accordance with Article IX, Section 4 of this Declaration; (c) all such additional park or common areas which may be located contiguous to either the Subdivision or any such future Subdivisions and which may be conveyed by the Declarant to the Association; together with any and all landscaping and other improvements now or hereafter located therein; . . . the common areas are intended to be (i) owned by the Association, and (ii) devoted to the common use and enjoyment of the residents in the Subdivision"; and

WHEREAS, Declarant desires to amend the Original Restrictions and to include such Additional Common Areas and Park Areas within the Common Areas and Park Areas of Fairway Pines at Pheasant Run Subdivisions No. 1, 2 and 3 and to provide that such areas may only be used for open space purposes and may not be built or constructed upon and are for the benefit of the lot owners in Fairway Pines at Pheasant Run Subdivision No. 1, Fairway Pines at Pheasant Run Subdivision No. 2, and Fairway Pines at Pheasant Run Subdivision No. 3 and devoted to the common use and enjoyment of the residents in the Subdivisions as provided within the Original Restrictions as Amended. Further, no "Additional Common and Park Areas"

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shall be used for the construction and/or occupancy of a detached single family residential dwelling or related improvements and such Additional Common Areas and Parks shall constitute exempt property from taxation by state or local governments. All owners of lots in the collective Fairway Pines at Pheasant Run Subdivisions No. 1, 2 and 3, shall have a right and easement of enjoyment in and to the Additional Common Areas and Park Areas and such easements shall be appurtenant to and shall pass with title to any lot whether or not specifically set forth in the Deed or other conveyance to such lot, consistent with Article IV of the Original Restrictions, recorded in Liber 26813, Pages 134 through 154 inclusive, Wayne County Records.

The Restrictions On The Use Of The Common Areas as set forth in Article VIII of the Original Restrictions shall apply to the Additional Common Areas and Park Areas as set forth herein.

The Declarant reaffirms the Original Restrictions and all Amendments thereto which remain in full force and effect except as modified herein, if any.

The invalidity of the conditions, covenants, agreements, charges and liens contained in this Fifth Amendment shall not affect the remaining portions hereof and in such event the Original Restrictions, as amended, shall be construed as if such invalid portion had not been contained therein or herein.

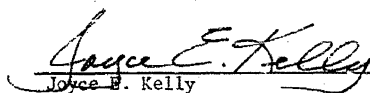
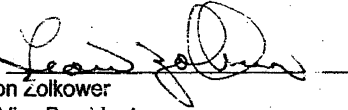
The Restrictions and the provisions hereof shall be applicable to the present and further Owners of Lots located in Subdivision No. 1, Subdivision No. 2 or in Subdivision No. 3. All Lots located in Subdivision No. 1, Subdivision No. 2 or in Subdivision No. 3 shall be used, held and/or sold expressly subject to the conditions, restrictions, covenants, agreements, easements, charges and liens set forth in the Original Restrictions as Amended and as provided herein, which conditions, restrictions, covenants, agreements, easements, charges and liens 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 and assigns and their respective heirs, personal representatives, successors and assigns.

In witness whereof, the undersigned has caused this Fifth Amendment to be executed this December 30, 1998.

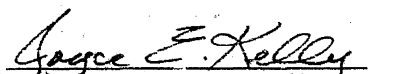
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Witnesses:

FAIRWAY PINES LIMITED PARTNERSHIP,
a Michigan limited partnershipBy: Biltmore Associates, Inc., a Michigan
corporation, General Partner
Joyce E. Kelly
Carol E. MisnerBy: 
Leon Zolkower
Its Vice PresidentSTATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this December 30,
1998, by Leon Zolkower, Vice President of Biltmore Associates, Inc., a Michigan
corporation, General Partner, on behalf of Fairway Pines Limited Partnership, a
Michigan limited partnership.


Notary Public Joyce E. Kelly
Oakland County, MI
My Commission Expires June 23, 2001**DRAFTED BY AND WHEN RECORDED RETURN TO:**Leon Zolkower
2025 W. Long Lake Road, Suite 104
Troy, MI 48098

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