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FIRST AMENDMENT TO FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONEWATER

This First Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Stonewater (this "Amendment") is made and executed this 9th day of December, 2019, by Stonewater Homeowners Association, a Michigan nonprofit corporation (the "Association"), with its registered office located at 143 Cady Centre #205, Northville, MI 48167.

RECITALS:

A. The First Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded in Liber 51239, Page 1477 et seq., Wayne County Records (the "Declaration"), is being amended as set forth below.

B. The Declaration shall be amended upon recording with Wayne County Register of Deeds.

NOW THEREFORE, the following changes are made to the Declaration:

1. Article III, Section B of the Declaration shall, upon recording of this Amendment with the Wayne County Register of Deeds, be deleted in its entirety and replaced with the following new Section B:

B. Voting Rights. When more than one person or entity holds the fee simple title to any Lot ("multiple ownership"), all such persons are Members, but in no event are they entitled to cast more than one (1) vote for the Lot. This single vote will be exercised as the multiple Owners, among themselves, unanimously agree, and if they cannot agree no vote shall be cast. Attendance of any one of such persons at a Membership Meeting, in person, absentee ballot, electronic ballot or by proxy, shall be deemed to be attendance by all members who own the same Lot, and such person shall be entitled to cast the vote of all such members unless the Secretary has been previously notified in writing that such is not the case within thirty (30) days of the date set for the meeting.

2. Article IV, Section B of the Declaration shall, upon recording of this Amendment with the Wayne County Register of Deeds, be deleted in its entirety and replaced with the following new Section B:

B. Association's Rights in Common Areas. *The Association shall have the right to dedicate or transfer all or any parts of the Common Areas to any person(s) or entity for such purposes and subject to conditions as may be agreed upon by the Lot Owners who have the right to use such Common Areas; provided; however, that any dedication, transfer, or determination as to the conditions thereof shall be effective only upon execution of a consent signed by the holders of two-thirds (2/3) of all Members of the Association granted the right to use such Common Areas pursuant to this Declaration and which is recorded and confirms or approves such dedication, transfer or determination; and further, provided, however, that any dedication, transfer or determination as to the conditions thereof shall be effective only upon the prior consent thereto being received from the Township, as well as the person(s) or entity to which the dedication or transfer is made. The Association shall comply with all applicable laws in connection with any such dedication, including but not limited to any applicable provisions of the Land Division Act MCL 560.101-560.293, as amended.*

3. Article IV, Section C of the Declaration shall, upon recording of this Amendment with the Wayne County Register of Deeds, be deleted in its entirety and replaced with the following new Section C:

C. Landscaping and Signage Areas. *The Landscaping and Signage Areas shown on Exhibit "B" have been established for the benefit of all Lot Owners and are subject to use by the Association for landscaping and signage purposes.*

4. The first sentence of Article V, Section D2 of the Declaration shall, upon recording of this Amendment with the Wayne County Register of Deeds, be deleted in its entirety and replaced with the following new first sentence:

Upon adoption of an annual budget or an amended budget, subject to the Amended and Restated Bylaws ARTICLE XI Section 13, by the Board of Directors, copies of the budget shall be delivered to each Lot Owner and the assessments shall be based upon the budget.

5. The second sentence of Article V, Section D3 of the Declaration shall, upon recording of this Amendment with the Wayne County Register of Deeds, be deleted in its entirety and replaced with the following new second sentence:

... Notwithstanding the foregoing, in no event shall the annual assessment be increased during any calendar year by more than ten percent (10%) of the annual assessment levied in the preceding calendar year except with a vote of two-thirds (2/3) of the Members of the Association who are voting in person, absentee ballot, or electronic ballot at a meeting duly called for this purpose.

6. Article V, Section E of the Declaration shall, upon recording of this Amendment with the Wayne County Register of Deeds, be deleted in its entirety and replaced with the following new Section E:

E. Special Assessments. *In addition to the annual assessments provided for herein, the Association may levy special assessments applicable to an assessment year; provided, however, that any special assessment shall be approved by two-thirds (2/3) of the Members who are voting in person, absentee ballot, or electronic ballot at a meeting duly called for this purpose.*

7. Article V, Section H of the Declaration shall, upon recording of this Amendment with the Wayne County Register of Deeds, be deleted in its entirety and replaced with the following new Section H:

H. Notice and Quorum. *Written notice of any membership meeting called of any purpose hereunder shall be sent by electronic transmission or personal delivery to all Members at least twenty (20) days in advance of such meeting, and shall set forth the purposes thereof. At the first annual membership meeting of the Association, the presence of Members in good standing or of their proxies or previously submitted absentee or electronic ballots entitled to cast twenty-five (25%) of all votes of the Members in good standing shall constitute a quorum and thirty percent (30%) at the first special membership meeting. In the event the required quorum is not present at such meeting, another meeting may be called, upon notice as set forth herein, and the required quorum at any subsequent meeting shall be seventy-five percent (75%) of the required quorum at the meeting.*

8. In all other respects, the Declaration is ratified and confirmed.

[SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGE]

The Association has caused this Amendment to be executed the day and year first above written.

Stonewater Homeowners Association, a Michigan
Nonprofit Corporation

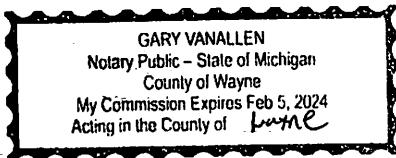
By: Kurt Westermann
Name: Kurt Westermann
Title: President

STATE OF MICHIGAN)

) SS:

COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 9 day of December, 2019 by Kurt Westermann, the President of Stonewater Homeowners Association, a Michigan Nonprofit Corporation, on behalf of the Corporation.



Wayne, Notary Public
County, Michigan
Acting in Wayne County, Michigan
My Commission Expires: Feb 5 2024

Drafted by and when recorded return to:
Stonewater Homeowners Association
149 Cady Centre #2-5
Northville, MI 48167

CERTIFICATION

STATE OF MICHIGAN)
COUNTY OF WASHTENAW) SS
)

I, Kristi Crawford, being first duly sworn, depose and state as follows:

1. I am the Board Secretary of Stonewater Homeowners Association, the corporation named in and which executed the First Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Stonewater.
2. The First Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Stonewater was submitted to all Owners of Lots in Stonewater for the purpose of voting on the document. The Owners approved the document by a vote of more than two-thirds of all Owners entitled to vote.
3. The records of the Owner consents are maintained at the offices of Stonewater Homeowners Association.



Kristi Crawford

Acknowledged, subscribed and sworn to before
me this 8th day of December, 2019.


MARISA R. IGNASH Notary Public

County, Michigan

Acting in Washtenaw County

My Commission Expires: Sept. 18, 2024



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Bernard J. Youngblood
Wayne County Register of Deeds

January 03, 2014 10:01 AM

Inst:2014003223 AMD Pages:39

Liber:51239 Page:1477



STONEWATER
FIRST AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

NORTHVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN

THIS FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter referred to as the "Declaration") is made this 26 day of December 2013, by Stonewater Homeowners Association (hereinafter referred to as the "Stonewater HOA", the "HOA" or the "Association"), a Michigan non-profit corporation, whose address is 143 Cady Centre #205 Northville, MI 48167.

WITNESSETH:

This First Amended And Restated Declaration Of Covenants, Conditions & Restrictions, approved in writing by at least two-thirds percent (66-2/3%) of the Lot Owners, replaces and supersedes the originally recorded Declaration Of Covenants, Conditions & Restrictions, recorded on December 17, 1998 in Liber 30028, Page 2373, Wayne County Records, as amended.

WHEREAS, Stonewater HOA desires to impose upon the Subdivision certain covenants, conditions, restrictions, easements, charges and liens in order to insure the most beneficial development of the Subdivision as a single family residential area, to prevent any use thereof which might tend to diminish its valuable or pleasurable enjoyment, and to assure the harmony, attractiveness and utility thereof, to provide for Lot Owners in the Subdivision to bear certain expenses, to impose other rights and obligations as set forth below, to provide for the preservation of certain services and facilities for the Subdivision and the permanent maintenance of such facilities by the Association comprised of Lot Owners in the Subdivision, to maintain and administer the facilities and certain Common areas, which Association is also empowered to administer and enforce the covenants, conditions, restrictions, easements, charges and liens as set forth in this Declaration and to collect and disburse the assessments and charges hereinafter set forth.

NOW, THEREFORE Stonewater HOA hereby declares that the Subdivision and each and every Lot therein shall be held, sold, transferred and conveyed subject to the following covenants, conditions, restrictions, easements, charges and liens which shall run with the Subdivision and each and every Lot therein and shall be binding upon and inure to the benefits

of all parties having any right, title or interest in the Subdivision or any part thereof, their heirs, successors and assigns.

ARTICLE I

DEFINITIONS

As used in this Declaration, the following terms shall have the following meanings:

A. Additional Property. "Additional Property" has the meaning assigned in Article II of this Declaration.

B. Architectural Control Committee. "Architectural Control Committee" or "ACC" shall mean the Committee appointed in accordance with the provisions of Article VIII below.

C. Association. "Association" or "HOA" shall mean Stonewater Homeowners Association, a Michigan nonprofit corporation, in which all Lot Owners shall be Members.

D. Board of Directors. "Board of Directors" or "BOD" shall mean persons appointed or elected to govern the affairs of the Association pursuant to the by-laws of the Association and this Declaration.

E. Common Areas. "Common Areas" shall mean and refer to all areas of land, if any, denoted as "Private Parks" on the recorded Plat of the Subdivision and all the Lakes which are contained within or adjacent to the Subdivision. "Common Areas", as used herein, shall also mean and refer to any other areas or use rights intended to be owned by the Association and to be devoted to the common use and enjoyment of the Lot Owners and any improvements thereon, specifically including: the Stonewater Creek, the leaching basins and other common storm water drainage facilities, the "Lakes" (defined below) contained within or adjacent to the Subdivision, the "Landscaping and Signage Areas" (defined below), and any other common landscaped areas, walking and/or bicycle paths, sidewalks in Common Area parks, boulevard medians, green belts along roads, walkway easements, cul-du-sac islands, storm water detention areas, storm sewers and appurtenances not in County dedicated rights of way and detention areas, if any, all recreational amenities, and all areas of the Subdivision not privately owned or which may be transferred to the Association from time to time. "Common Areas" do not include the sidewalks which the Lot Owners are individually responsible for as provided in Article VII, paragraph L. of this Declaration.

F. Development. "Development" means the land owned by the Association described on Exhibit "A-X".

G. Dwelling. "Dwelling" shall mean a single-family residential dwelling.

H. Final Plat. The "Final Plat" shall mean the final plat of the Development approved by the Northville Township Board.

I. Lakes. "Lakes" mean the Lakes shown on the Final Plat and contained

within or adjacent to the subdivision as shown on the Plat.

J. Landscaping and Signage Areas. "Landscaping and Signage Areas" shall mean the areas shown on Exhibit "B".

K. Lot. "Lot" shall mean any Lot within the Subdivision, as such Lots are set forth in the Plat of the Subdivision.

L. Lot Owner. "Lot Owner" shall mean the holder of record title to a Lot, whether one or more persons or entities. Optionees or land contract vendees of Lots shall not be considered Lot Owners, and shall have no voting rights hereunder. The term "Lot Owner" shall not include a mortgagee of a Lot unless and until such mortgagee acquires fee simple title to the Lot by foreclosure or other proceeding or conveyance in lieu of foreclosure and shall not include any interest in a Lot held as security for the performance of any obligation. In the event more than one person or entity owns an interest in fee simple title to any Lot, or has an interest as a land contract vendee, the interests of all such persons collectively shall be that of one Lot Owner. Notwithstanding the foregoing, the optionee or land contract vendee of any Lot shall be responsible for the payment of all assessments and charges imposed pursuant to this Declaration.

M. Member. "Member" shall mean all Lot Owners who are members of the Association as hereinafter provided.

N. Plat or Plats. "Plat" refers to the Plat of the Subdivision as recorded in Wayne County Records.

O. Private Parks. "Private Parks" refers to the open spaces designated as Private Parks on the Plat.

P. Structure. "Structure" shall mean any building, structure, Dwelling, garage, shed, outbuilding, fence, wall, gazebo, hedge, or any other improvement whether temporary or permanent in nature.

Q. Subdivision. "Subdivision" shall mean the real property described in Exhibit "A" attached hereto.

R. Township. "Township" shall mean and refer to the Township of Northville, Wayne County, Michigan.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is subject to and shall be held, transferred, sold, conveyed and occupied pursuant to this Declaration is more particularly described in Exhibit "A" attached hereto and made a part hereof, and includes four hundred and twenty-four (424) Lots plus the Common Areas. The Stonewater HOA reserves the right to annex additional property into the

Subdivision hereto and made a part hereof (the "Additional Property"). Notwithstanding anything herein to the contrary, such annexation will be effective on approval of two-thirds 2/3 vote of all Members of the Association entitled to vote, and may be accomplished by the recordation of an amendment hereto describing the land to be annexed. Common areas in the Additional Property annexed into the Subdivision (including any Lakes adjacent to the Subdivision as enlarged from time to time) shall be treated as Common Areas under this Declaration and, as such, shall be conveyed to the Association, subject to the use limitations and reservations established in the instruments of conveyance and annexation.

ARTICLE III

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

A. Membership. Every Lot Owner shall be a Member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment hereunder. Optionees or land contract vendees shall not be Members of the Association, but shall be fully responsible for all assessments and charges imposed hereunder against the Lots purchased. No Lot Owner, whether one or more persons, shall have more than one (1) membership per Lot owned. In the event a Lot Owner is more than one person or entity, votes and rights of use and enjoyment shall be as provided herein.

B. Voting Rights. Each Member shall be entitled to one (1) vote for each Lot owned. When more than one person or entity holds an interest in any Lot ("Multiple Ownership"), all such persons shall be Members but in no event shall there be more than one vote cast with respect to any such Lot. When more than one person or entity holds an interest in any Lot, such vote shall be exercised as the holders of such interests may, among themselves, agree and they shall so notify the Association in writing prior to any vote. Where a Lot is subject to Multiple Ownership and the Lot Owners fail or refuse to notify the Association of the manner in which the multiple Lot Owners shall exercise their single vote within fifteen (15) days of the date set for the meeting, then and in such event the Lot Owner whose name first appears on record title shall be deemed the Member authorized to vote on behalf of all the multiple Lot Owners and any vote cast in person or by proxy by said Lot Owner or the failure of said Lot Owner to vote shall be binding and conclusive on all such multiple Lot Owners.

ARTICLE IV

EASEMENTS AND PROPERTY RIGHTS IN THE COMMON AREAS

A. Lot Owner's Easement of Enjoyment. Subject to the Covenants, Conditions and Restrictions of this Declaration, as the same may be amended as provided herein, every Lot Owner shall have a right and easement to use the Common Areas for their intended purposes and such easement shall be appurtenant to and shall pass with title to every Lot. The Stonewater HOA reserves the right (but not the obligation), to create recreational facilities for

the benefit of all Lot Owners. The Stonewater HOA further reserves the right, to specifically limit the use of Common Areas designated by the Association to less than all of the Lot Owners. Any such Limited Common Area recreational facilities (i.e., facilities in which less than all of the Members are granted use rights) shall be maintained by the Association and the costs of maintenance, repair and replacement of the Limited Common Areas and appurtenant recreational facilities shall be allocated equally only to those members granted use rights in the facilities. Such limited common areas or limited common area recreational facilities can only be established after approval by vote of (2/3) of the affected lot owners. The Association has no obligation to establish any Limited Common Areas or Limited Common Area recreational facilities. The Board of Directors expressly reserves the right to establish separate Associations to own, maintain, repair, and replace recreational facilities that are limited in use to less than all of the Members. The creation of any Limited Common Area or Limited Common Area recreational facility that proposes a change in use to any existing Common Areas shall require approval of two-thirds (2/3) vote of all members of the association.

B. Association's Rights in the Common Areas. The Association shall have the right to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Lot Owners who have the right to use such Common Areas; provided, however, that any dedication, transfer, or determination as to the conditions thereof shall be effective only upon execution of a consent signed by the holders of two-thirds (2/3) of all Members of the Association granted the right to use such Common Areas pursuant to this Declaration and which is recorded and confirms or approves such dedication, transfer or determination; and further provided, however, that any dedication, transfer or determination as to the conditions thereof shall be effective only upon the prior consent thereto being received from the Township, as well as the public agency, authority or utility. The Association shall comply with all applicable laws in connection with any such dedication, including but not limited to any applicable provisions of the Land Division Act MCL 560.101-560.293, as amended.

C. Landscaping and Signage Areas. The Landscaping and Signage Areas shown on Exhibit "B" have been established for the benefit of all Lot Owners and are subject to use by the Association for landscaping and signage purposes. The Board of Directors reserves the right to: (1) use all Landscaping and Signage Areas to promote the sale of Lots and homes in the Subdivision; and (2) in the exercise of the Board of Directors sole and absolute discretion, to abandon the Landscaping and Signage Areas.

ARTICLE V

MAINTENANCE AND ASSESSMENT COVENANT

A. Association Responsibilities. Except as hereinafter provided, the Association shall have the duty and responsibility to maintain the Common Areas for the benefit of the Subdivision.

B. Lien and Personal Obligation for Assessments and Charges. Each and every Lot Owner by acceptance of a deed therefore whether or not it shall be set forth therein, is deemed to covenant and agree to pay to the Association: (a) all annual assessments or charges when due; (b) special assessments, if any, for capital improvements to be established and collected as hereinafter set forth; (c) special assessments against the Lot Owner for the cost of installing, maintaining and where needed replacing of sidewalks, street trees, mailboxes, and (where applicable) shoreline improvements which are the obligations of Lot Owners under the terms of this Declaration; and (d) charges assessed by the Township against the Subdivision that are directly or indirectly attributable to the construction of a home on the Lot as described in paragraph G of this Article V and paragraph I of Article VII, and each Lot Owner does covenant, agree and accept all of the terms, conditions, covenants and agreements hereof in accordance herewith. As provided in Article I above, any optionee or land contract vendee of any Lot shall be responsible for the payment of all assessments and charges imposed pursuant to this Declaration.

C. Purpose of General Assessments: Collection by the Township. The purpose of the general assessments levied by the Association shall be for the fulfillment of the obligations of the Association hereunder, including but not limited to those undertaken under Article XI below, and for the repair, maintenance, operation, management and improvement of the Common Areas, including but not limited to the payment of all taxes and insurance thereon, the repair and replacement thereof, the operation thereof, additions thereto and improvements thereon, and for the cost of labor, equipment, materials, management and supervision for and in conjunction therewith. Notwithstanding anything contained herein to the contrary, in the event the Association fails or refuses to provide the necessary repairs, maintenance, operation, management and improvement of the Common Areas, then and in such event the Township shall have the right but not the obligation to assess all costs for the same under and pursuant to this Declaration and each Lot Owner consents to such assessment and agrees that such assessment shall be payable on demand to the Township. In addition to other methods of collection, the Township shall have the right to place such assessment on the Township tax rolls of the assessed property.

D. Annual Assessments.

1. The Board of Directors of the Association shall establish an annual budget, in advance, for each fiscal year. The budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Common Areas of the Subdivision.

2. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Lot Owner and the assessments shall be established based upon the budget. The delivery of a copy of the budget to each Lot Owner shall not affect or in any way diminish the liability of any Lot Owner for any existing or future assessments.

3. The maximum annual assessment may be increased or decreased annually as may

be determined by the Board of Directors of the Association (the "Board of Directors"). Notwithstanding the foregoing, in no event shall the annual assessment be increased during any calendar year by more than ten percent (10%) of the annual assessment levied in the preceding calendar year except with a vote of two-third (2/3) of the Members of the Association who are voting in person or by proxy, at a meeting duly called for this purpose.

E. Special Assessments. In addition to the annual assessments provided for herein, the Association may levy special assessments applicable to an assessment year, provided however, that any special assessment shall first be approved by two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

F. Uniform Assessment Rate. All annual, special and deficiency assessments shall be fixed and established at the same rate for all Lots except to the extent the Board of Directors establishes Limited Common Areas, the costs and expenses of which shall be assessed only to the Lot Owners having use rights in the Limited Common Areas.

G. Charges for Compliance with Ordinances, Laws, Rules or Regulations and Street Cleaning. Each Lot, during and immediately after construction of any Structure on the Lot, is subject to such charges as are necessary to defray the cost of street cleaning and to pay any other costs imposed by the Township or any other governmental entity on the Association that are directly or indirectly related to construction activities on Lots in the Subdivision. Any cost imposed by the Township or any other governmental entity on the Association that directly or indirectly relates to the construction activities on one or more Lots shall be assessed against, and shall be payable by, the Lot Owners (or land contract or option purchasers) of the Lots to which the costs are attributable.

H. Notice and Quorum. Written notice of any membership meeting called for any purpose hereunder shall be sent by first class mail to all Members at least twenty (20) days in advance of such meeting, and shall set forth the purposes thereof. At the first meeting of the Association, the presence of Members or of proxies entitled to cast thirty-five percent (35%) of all votes of the Members shall constitute a quorum. In the event the required quorum is not present at such meeting, another meeting may be called, upon notice as set forth herein, and the required quorum at such subsequent meeting shall be fifty percent (50%) of the required quorum at the preceding meeting.

I. Commencement Date of Annual Assessments. The first annual assessment shall commence and be due for each Lot from the Lot Owner on the date legal or equitable title is acquired. In the event of land contract or option sales, the land contract vendee or optionee shall be responsible for all assessments for the Lot sold on land contract or option from the date of the land contract or option. The amount of the annual assessment which shall be due for the first annual assessment shall be an amount which bears the same proportion to the annual assessment specified in paragraph D of this Article V as the remaining number of months in that year bears to twelve (12). The annual assessments for any year, after the first

assessment year, shall become due and payable on the first day of January of each year; provided, however, that the Board of Directors, in its discretion may establish an installment program for payment of the annual, special or deficit assessments and may charge interest in connection therewith, but each such assessment shall be and become a lien on each Lot on January 1 of each year after the initial year.

J. Board of Directors' Duties: Indemnity. Subject to the foregoing provisions, the Board of Directors of the Association, which shall consist of at least three (3) and not more than seven (7) persons, shall fix the amount of the assessments against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall prepare a roster of the Lots and the assessments applicable thereto and which shall be open to inspection by any Lot Owner upon request. Written notice of the assessment shall thereupon be sent to every Lot Owner subject thereto and the Association shall, upon demand and payment of a reasonable charge, furnish to any Lot Owner liable for such assessment a certificate in writing signed by an officer of the Association, which states whether such assessment has been paid and the amount of any due but unpaid assessments. To the fullest extent permitted by law and as more fully set forth in the by-laws of the Association, the Association shall defend, indemnify and hold harmless each member of the Board of Directors against all liability, costs and expenses (including attorneys' fees) incurred in the course of or as a result of their conduct in their capacity as members of the Board of Directors excepting only fraud and other forms of willful wrongdoing. The Association shall maintain insurance for such purpose.

K. Effect of Non-Payment of Assessments or Charges, Personal Obligation of the Lot Owner and Liens and Remedies of the Association.

1. In the event any assessment or charge is not paid on the due date then such assessment or charge shall become delinquent and a lien therefore shall thereupon arise and shall, together with interest thereon and costs of collection therefore (as hereinafter provided), be and become a continuing lien on such Lot until paid in full and such lien shall be binding upon the Lot, the Lot Owner thereof and his or her heirs, personal representatives, successors and assigns. Such assessments and charges shall also be a personal obligation and debt of each Lot Owner and shall be binding upon each Lot Owner and remain the Lot Owner's obligation and debt for the statutory period. In the event the assessment is not paid in full on the due date such assessment will become delinquent, at which time a late charge in the amount of One Hundred Dollars (\$100.00) will be applied. If the delinquent balance along with any and all late fees is not paid in full within thirty (30) days after delinquency, the assessment shall bear interest from the date of delinquency at the rate of seven (7%) percent per annum and the Association may bring an action at law against the Lot Owner personally obligated to pay the same or foreclose the lien against the Lot, and the costs of preparing and filing the complaint in such action and/or in connection with foreclosure shall be added to the amount of such assessment(s) and interest, and, in the event a judgment is obtained, the judgment shall include interest on the assessment(s) as above provided and reasonable attorneys' fees together with all costs and expenses of the action.

2. Each Lot Owner shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as amended from time to time, shall apply to lien foreclosure actions. Subject to Michigan Law, in an action for foreclosure of an assessment lien, a receiver may be appointed to take possession of the Lot (and home thereon), and if not occupied, to lease the home and collect the rents. The Association, acting on behalf of all Lot Owners, may bid at the foreclosure sale and acquire, hold, lease, mortgage or convey the Lot (and home thereon). An action to recover a money judgment for unpaid assessments may be maintained without foreclosing or waiving the lien. An action for money damages and foreclosure may be combined in one action.

3. A foreclosure proceeding may not be commenced without the recording and service of a notice of lien. The notice of lien shall set forth:

- (a) The legal description of the Lot to which the lien attaches;
- (b) The name of the Owner of record; and
- (c) The amounts due the Association at the date of the notice, exclusive of interest, costs, attorney's fees and future assessments.

The notice of lien shall be in recordable form, executed by an authorized representative of the Association and may contain other information as the Association may deem appropriate. The notice of lien shall be recorded in the office of the Wayne County Register of Deeds and shall be served upon the delinquent Lot Owner by first class mail, certified return receipt requested, postage prepaid, addressed to the last known address of the Lot Owner at least ten (10) days in advance of commencement of the foreclosure proceedings.

4. When a Lot Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Lot Owner's Dwelling under a lease or rental agreement. It is expressly agreed that after receiving the notice from the Association, Lot owner shall direct the tenant to deduct from the rental payments due the Lot Owner, any and all arrearages and all future assessments as they fall due and pay them to the Association. These deductions from the rental payments shall not constitute a breach of the rental agreement or lease by the tenant.

5. The purchaser of any Lot may request a statement from the Association as to the amount of any unpaid Association assessments, whether regular or special. Upon written request to the Association, accompanied by a copy of the executed purchase agreement, the Association shall provide a written statement of any unpaid assessments which may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated. Upon the payment of that sum within the period stated, the Association's lien for

assessments as to such Lot shall be deemed satisfied and the purchaser shall not be liable for any assessments greater than the amount set forth by the Association in the written statement. If a purchaser fails to request in writing such a statement at least five (5) days before the closing of the purchase of such Lot, any unpaid assessments and the lien securing same shall be fully enforceable against the purchaser and the Lot itself.

L. Subordination of the Assessment Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and any sale or transfer of any Lot shall not affect the assessment lien; provided, however, that the sale or transfer of any Lot in connection with a mortgage foreclosure preceding or any proceeding in lieu thereof, shall extinguish the lien of the assessments, interest and charges due prior to such sale or transfer, but in no event shall the prior Lot Owner thereof be relieved of any liability whatsoever for such obligation and debt. No subsequent sale or transfer shall relieve such Lot from liability for any assessments, interest or charges which thereafter become due or from any lien therefore. Nothing contained in this paragraph shall cause or require any lien imposed by Northville Township pursuant to the Township Agreements (as defined in Article XI below) to be subordinate to the lien of any first mortgage, and no such lien of Northville Township shall be extinguished by a mortgage foreclosure proceeding or any proceeding in lieu thereof.

M. Exemptions and Modification of Assessments.

The Common Areas shall be exempt from any regular assessments, special assessments or deficiency assessments and from and against any liens or encumbrances therefore.

ARTICLE VI

ARCHITECTURAL CONTROL

A. No Structure may be commenced, erected, installed, placed, improved, renovated or maintained upon any Lot unless or until the Lot Owner of such Lot has submitted the following documentation to the Architectural Control Committee and the Architectural Control Committee has approved all of such documentation in writing:

1. A topographic survey and proposed site layout plan of the Lot prepared and certified by a licensed engineer or surveyor showing; existing and proposed grades, the proposed location of each Structure located or to be located on the Lot, the location of all trees proposed for removal during construction, the plan for preserving trees to remain, and the soil erosion control plan for construction.

2. Construction and architectural plans prepared and certified by a licensed engineer or architect including dimensioned floor plans, typical sections and all elevations for the Structure to be constructed upon or in the Lot.

3. Specifications for each Structure prepared by a licensed architect or engineer

setting forth the type and quality of all materials and workmanship and including a detailed finish schedule for all exterior materials, products and finishes, with actual samples of **all** exterior materials including stain and brick color, roof, window and siding colors. Shingles shall be dimensional in style.

4. A construction schedule specifying the commencement and completion dates of construction of the Structure, as well as such other dates as the Architectural Control Committee may specify for completion of stages of the Structure.

5. A landscape plan, which shall be designed and implemented at the Lot Owner's sole cost and expense by a landscape architect approved by the Architectural Control Committee in the exercise of its sole discretion. The landscape plan shall include the location, layout, and descriptions of all proposed plant materials as well as a schedule including all plant material, quantities and sizes. If not included on the proposed site plan, the landscape plan shall also include beach treatment details showing compliance with the Stonewater CC&R requirements.

6. A driveway plan, which shall be reviewed to ensure the location of all driveways in the Subdivision comply with Stonewater master driveway location guide. The Architectural Control Committee has sole and absolute discretion to establish, maintain, and amend the master driveway location guide and to approve the driveway location on every Lot in the Subdivision.

B. A Lot Owner (including land contract and option purchasers of Lots) shall submit three (3) copies of the aforescribed documents to the Architectural Control Committee, and the Architectural Control Committee shall retain two copies of each document for its records.

C. The Association intends and desires that all Structures within the Subdivision be architecturally harmonious and architecturally pleasing and that the design and location of such Structures take into account the preservation of trees and the natural environment of the Subdivision. In order to ensure that such goals are accomplished, the Architectural Control Committee shall, in its sole discretion, have the right to approve or disapprove the appearance (including, but not limited to, the color of stain, brick, windows and roof tiles), construction, materials, proposed location, design, specifications or any other attribute of any Structure.

D. A Lot Owner may only construct, install or place upon a Lot those Structures and landscaping materials that have been approved in writing by the Architectural Control Committee in the manner set forth herein. Before construction of any Dwelling or making any exterior improvement, change, or elevation change upon any Lot, a Lot Owner must receive the written approval of the Architectural Control Committee. No application for a building permit or application for any other governmental approval or construction shall be filed until written approval of the Committee is received. No Structure shall be erected by anyone other than an approved licensed residential builder. The Architectural Control Committee may require that

such builder or Lot Owner furnish to the Association adequate security, in the Architectural Control Committee's sole and absolute discretion, to protect the Association against costs and expenses which it might incur in connection with the failure to complete construction in a timely and diligent manner in accordance with the approved plans and specifications for the Dwelling and other improvements.

E. The following additional requirements, restrictions and regulations shall apply to all construction activities on Lots in the Subdivision unless waived in writing by the Architectural Control Committee:

1. The Architectural Control Committee shall have the right to establish and enforce such rules and regulations relative to the performance of construction activities within the Subdivision (whether or not in connection with the construction, repair or maintenance of a Dwelling or other Structure) as the Architectural Control Committee determines to be appropriate in order to maintain the tranquility, appearance and desirability of the Subdivision.

2. All construction activities must be started within two (2) months of the time specified in the construction schedule submitted to and approved by the Architectural Control Committee. Prior to commencement of construction, the Lot Owner must obtain all permits or approvals required by the Township.

3. No approval by the Architectural Control Committee shall be valid if the Structure or improvement violates any of the restrictions or requirements set forth in this Declaration, except in cases where waivers or variances have been granted as provided for in this Declaration. Any waivers or variances require both Architectural Control Committee (ACC) recommendation and Board of Director approval and will be considered on a case by case basis. The Committee shall have the authority to approve plans and specifications which do not conform to these restrictions in order to (1) overcome practical difficulties or (2) prevent undue hardship from being imposed on an Owner as a result of applying these restrictions. However, such variations may only be approved in the event that the variation will not (1) detrimentally impact on the overall appearance of the development, (2) impair the attractive development of the subdivision or (3) adversely affect the character of nearby Lots. Granting such a variation shall not constitute a waiver of the restrictions articulated in this Declaration. Variations shall only be granted if the Committee determines that the variation would further the purposes and intent of these restrictions. Variations shall only be granted in extraordinary circumstances.

4. The Architectural Control Committee may disapprove plans because of noncompliance with any of the restrictions or requirements set forth in Articles VI and VII of this Declaration, or because of reasonable dissatisfaction with: (a) the value of the proposed landscaping improvements; (b) the grading and drainage plan; (c) the location of the Structure on the Lot; (d) the materials used; (e) the color scheme; (f) the finish, design, proportions, shape, height, style or appropriateness of the proposed structure, improvement or alteration; or (g) because of any matter which, in the reasonable judgment of the ACC, would render the proposed structure, improvement or alteration inharmonious or out of keeping with the

objectives of the ACC or with Structures already erected on other Lots in the Subdivision.

F. The Architectural Control Committee shall have twenty-one (21) business days after the receipt of **all** required plans and specifications to issue a written approval or denial. If the Architectural Control Committee fails to issue a written approval or denial of the plans and specifications within the twenty-one (21) day period, then written approval will not be required and the plans and specifications submitted shall be deemed to comply with this Article and Declaration.

G. The Committee may charge a review fee, not to exceed five Hundred Dollars (\$500.00), in connection with the review of plans and specifications for any Structure or combination of Structures on any Lot, or in regard to the substantial alteration of any Structure. The fee may not be utilized for the purpose of paying any salary to any member of the Committee, but shall be used exclusively for the purpose of reimbursing the actual expenses of the Committee, including, without limitation, the professional fees of independent consultants to the Committee.

H. All Structures built in the Development shall comply in all respects with the ordinances and regulations of Northville Township subject to the terms and conditions of the Consent Judgment.

ARTICLE VII

BUILDING, USE AND OTHER RESTRICTIONS AND EASEMENTS

A. **Residential Lots.** No Lot subject hereto shall be used except for residential purposes. No Lot in the Subdivision shall be used or shall have any improvement made to it or erected upon it in violation of the ordinances or requirements of Township or such other governmental entity as may have jurisdiction there over. No Structure shall be erected, altered, placed or permitted to remain on any Lot subject hereto other than one (1) detached Dwelling which shall include an attached private garage for not more than four (4) cars for the sole use of the Lot Owner or occupant of the Lot upon which such Dwelling and garage shall have been erected; provided, that each Dwelling constructed upon any Lot shall have at least a three (3) car garage attached thereto, constructed at the time of and in conjunction with construction of such Dwelling; and subject, further, to the additional Covenants, Conditions and Restrictions hereinafter set forth and imposed upon and against the Lots, or any portions thereof.

Owners of residential lots measuring 0.75 acres or more may construct a non-residential second structure such as a pool house or equipment shed. Such second structure shall be permanent and constructed in accordance with Articles VI and VII herein along with any and all building restrictions located elsewhere herein and any duly adopted Rules and Regulations. Request for construction of a second structure shall be subject to the approval of the Architectural Control Committee, and shall be considered on a case-by-case basis.

B. Square Footage and Type of Construction. The Association intends and desires that all Dwellings in the Subdivision be architecturally harmonious and architecturally pleasing and that the design and location of such Dwellings take into account the preservation of trees and the natural environment of the Subdivision. Architectural standards will be established with respect to elevations and materials, which, within limits established by the Association, shall both preserve uniform architectural quality and permit reasonable diversity and uniqueness among the homes. In any row of four adjacent homes, no two will have the same front elevation designs. All Dwellings within the Subdivision shall contain the following minimum square footage requirements:

1. Single story: 2,600 square feet;
2. One and one-half story (master bedroom on first floor, split level): 3,200 square feet, with at least 2,200 square feet on the first floor; and
3. Two story (master bedroom on second floor): 3,200 square feet, with at least 2,200 square feet on the first floor.

The square footage areas of any garage or basement shall not be included in computing whether the foregoing minimum square footage requirements have been met. The square footage area of any two-story rooms shall be limited to the useable floor area of the room (i.e., the floor area of two-story rooms will not be doubled in determining the square footage of a Dwelling). Not less than seventy-five percent (75%) of each of the first floor exterior walls and seventy-five percent (75%) of below grade exterior walls of all Dwellings shall be covered with brick, stone, or other masonry. In determining the area of a wall for the foregoing purpose, the area of windows and doors shall be disregarded. The remaining twenty-five percent (25%) of the first floor exterior walls and all of the exterior walls on all other above grade floors shall be of brick, stone, masonry and/or wood, cedar shingle or other material approved by the Architectural Control Committee. Aluminum or vinyl siding, or asbestos or asphalt shingles shall not be used on the exterior walls of any floor of any Dwelling. No construction contrary to the provisions of this Article VII., subparagraph B. shall be permitted unless prior written approval for same shall first have been obtained from the Architectural Control Committee.

C. Lot Size. No Lot shall be divided and/or reduced in size by the conveyance of a part thereof, or by the use and/or addition of a part thereof in conjunction with or as part of any adjacent Lot to constitute a building site other than precisely as indicated within the recorded Plat of the Subdivision; provided, however, that if any of the Lots shall be altered and reduced in total area by the taking, use or purchase of a portion thereof for a public purpose by a public agency, this provision shall not apply to prohibit the construction of a Dwelling upon such Lot as reduced in size.

D. Other Limitations. No Dwelling shall be placed, erected, installed or located on any Lot nearer to the front, side or rear Lot line than permitted by the Consent Judgment, which imposes the following Limitations:

1. The front yard setback line shall be at least thirty (30) feet.
2. The rear yard setback line shall be at least thirty-five (35) feet.
3. The width of panhandle or irregularly shaped lots will be measured across the front building line and the front yard set back will be measured from that line.
4. Front, rear and side yards smaller than those stated above shall only be permitted if a variance from the setback or setbacks is granted by the Architectural Control Committee in order to allow different home styles on a particular Lot (subject to Township variance approval). Approval of a variance by the Architectural Control Committee of setbacks less than those established above will be permitted if (i) the configuration of the proposed home or the grade, soil or other physical conditions pertaining to a Lot justify such a variance and (ii) the variance is permitted by Northville Township.
5. Side yard set backs will be both (a) not less than 8 feet and 22 feet from the side boundaries of lots and (b) not less than 30 feet between houses and shall conform to the approved driveway plan.
6. Side driveways may be less than 4 feet from side lot lines only if there is a six inch nonmountable curb along the length of any portion of the driveway which is less than four feet from the side lot line.
7. In calculating the height of Dwelling located on sloping grades, the height shall be measured from the average ground level of the grades at the exterior Dwelling walls excluding exposed grades of exterior basement walls, provided that the height shall not exceed 35 feet above the ground level at the front of the Dwelling.
8. Decks and patios will not extend more than sixteen (16) feet from the rear of a Dwelling into the rear yard setback except that in the case of Lots which have rear setbacks of thirty five (35) feet or less, decks and patios shall not extend more than twelve (12) feet into the rear yard setback. Where building plans provide for the construction / installation of a deck, the same shall be constructed / installed within 18 months following the issuance of the Certificate Of Occupancy for the Dwelling.
9. No Dwellings will be constructed with a front facing garage door except that corner lots may have garage doors facing whichever street side is not designated as the front.

E. **Trees**. All Lot Owners (and land contract and option purchasers of any Lot)

shall comply with the Township's woodlands ordinance then in effect, if any, in connection with any proposed tree removal.

F. Nuisances. No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the other Lots or Lot Owners.

G. Restrictions on the Use of Common Areas.

- 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, boats (except as permitted in paragraph 2), automobiles, trucks and vans, are expressly prohibited from operation or storage in the Common Areas.
- 2. Watercraft and Docks.** Use of motorized boats is prohibited on all the Lakes except that on Parkshore Lake, Stoneridge Lake, and Teal Lake, boats powered by electric motors of three (3) horsepower total or less shall be permitted. All docks should be installed parallel to the shoreline and will not exceed sixteen (16) feet in length and five (5) feet in width. Variations on dock installation and dimensions may be granted by the Architectural Control Committee, in its sole discretion, upon a showing of hardship or good cause.
- 3. Structures.** No wall, building or Structure may be constructed nor any development or improvement done in the Common Areas without the prior written consent and approval of the Architectural Control Committee and all government agencies having jurisdiction.
- 4. Refuse and Storage.** The Common Areas shall not be used as a dumping ground for storage or disposal of rubbish, trash, garbage or other materials.
- 5. Pets.** No Lot Owner shall allow the Lot Owner's dog or any other pet to run loose in the Common Areas. No Lot Owner shall keep any dangerous or exotic pets nor more than two cats or two dogs. Immediate clean up of pet waste is required in all areas of the Subdivision.
- 6. Passive Use of the Common Areas.** The Common Areas shall be used only for passive recreation and for no other purpose. Golfing and all other active sports are prohibited. Activities in the Common Areas shall be carried on in such a manner as to avoid disturbing or otherwise offending other Lot Owners. No firearms, air rifles, pellet or B-B guns, bows and arrows, sling shots or other weapons are allowed in the Common Areas.
- 7. Fertilizer and Pesticide Use.** No Lot Owner shall apply fertilizer or pesticides to

such Lot Owner's lawn except in strict compliance with guidelines established by the Board of Directors in consultation with the Township's consulting landscape architect. No Lot Owner shall cause any pollutants or debris to be released in any Lakes.

8. **Wild Life.** No Lot Owner shall permit or suffer the molestation or destruction of wild ducks, geese, birds or other wild life in the Common Areas.
9. **Liability Insurance.** The Association shall maintain liability insurance in sufficient amounts for the purpose of protecting itself as well as the Lot Owners from the burden of liability resulting from accidents which may cause death or injury to anyone while in the Common Areas, or on property under the jurisdiction or control of the Association.
10. **Rules and Regulations.** The Association's Board Of Directors and the Architectural Control Committee shall have the right to publish, from time to time, reasonable rules and regulations consistent herewith governing the use of the Common Areas as well as other matters relating thereto.
11. **Use of Lake Water Prohibited.** The use of water from the Lakes by Lot Owners for irrigation, watering and other landscaping purposes is prohibited. Lot Owners shall only use the water from the Lakes for passive recreational purposes and shall not have the right to use water from the Lakes for any other purpose. The pumping, siphoning, drawing or draining off of water from the Lakes by Lot Owners is prohibited. The restrictions on the use of water from the Lakes contained in this Section 11 shall not apply to the Association.

H. **Reservation of Rights.** The BOD reserves for itself and for the Association and their respective agents the right to enter upon any Lot for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, that in the opinion of the BOD or the Association detracts from the overall beauty, setting and safety of the Subdivision. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The BOD and the Association and their respective agents may likewise enter upon any Lot to remove any trash which has collected on the Lot without such entrance and removal being deemed a trespass. The provisions of this paragraph shall not be construed as an obligation on the part of the BOD or the Association to mow, clear, cut, or prune any Lot nor to provide garbage or trash removal services.

I. **Street Cleaning.** The BOD shall have the right from time to time to cause the streets in the Subdivision to be cleaned and to assess all Lot Owners engaged in construction (including installation of landscaping) on or within thirty (30) days prior to the cleaning for a pro rata share of the cost of the street cleaning. In the event the Township or any other governmental authority issues the warning or ticket for a violation of ordinance or law on any Lot, BOD shall have the right to remediate the item for which a warning or ticket is issued and

assess the Owner of the Lot (or the land contract or option purchaser) on which the work was done for the cost of the same. Any such cost assessed shall be a lien on the Lot assessed as provided in Article V of this Declaration.

J. Unsightly Conditions. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or ground on the Owner's Lot that tend to substantially decrease the beauty of the Subdivision as a whole or any specific area thereof. The front yard areas of all homes shall have well-maintained lawns. Well maintained lawns shall mean lawns of a uniform recognized grass type for lawns, regularly cut to a uniform height appropriate for such grass in a first-class residential development, trimmed and edged to preserve a neat, groomed and cared for appearance.

K. Driveways and Garages. The location of all driveways shall be approved by the Architectural Control Committee prior to construction. All driveways shall be paved with hard surface materials. There shall be no blacktop, asphalt, gravel or other crushed stone driveways. All driveways 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 shall be completed within sixty (60) days after the termination of such strike or adverse weather conditions. No front entry garages shall be erected or maintained. The Architectural Control Committee shall have sole and absolute discretion to determine whether a proposed garage is front or side entry.

L. Sidewalks. Each Lot in the Subdivision shall at the time of construction of a Dwelling thereon also have constructed and installed thereon a 4" thick concrete sidewalk, 5'0" in width, located 1'0" from the property line of the Lot and running within the public right-of-way parallel to the adjoining street at the front of the Lot and at the side of the Lot in the case of corner Lots. Each sidewalk on a Lot shall tie in with the sidewalk existing or to be built on the adjacent Lot(s), if any, and in the case of corner lots the sidewalk shall be constructed to meet each of the intersecting streets. Notwithstanding anything to the contrary, all sidewalks shall be constructed and installed in accordance with the requirements of the Board of Wayne County Road Commissioners and the Township. Sidewalks located in the public right-of-way immediately adjacent to a Lot shall be maintained, repaired and replaced by the Lot Owner of the Lot to which the sidewalk is adjacent, not by the Association or any governmental entity. Maintenance shall include snow removal. If a Lot Owner fails to install, maintain, and/or replace sidewalks as needed within thirty (30) days after written request to do so by the Association, the Association may, but shall not be obligated to, perform the installation and maintenance and/or replacement and assess the Lot Owner with the cost. Such a special assessment shall be a lien against the Lot Owner's Lot as provided in Article V of this Declaration. In order to provide for flexibility in maintaining, repairing and replacing the sidewalks in the Subdivision, the Association, acting through its Board of Directors and after the affirmative vote of more than two-thirds (2/3) of the Lot Owners, may accept responsibility to maintain, repair and/or replace sidewalks in the Subdivision. Nothing herein contained, however, shall compel the Association to undertake such responsibility. Any such responsibilities undertaken by the Association shall be charged to the Lot Owners on a reasonably uniform basis as determined by the Board of

Directors and collected in accordance with the assessment procedures established under Article V of this Declaration.

M. Temporary Structures. Trailers, tents, shacks, tool sheds, barns or any temporary buildings of any design whatsoever are expressly prohibited within this Subdivision and no temporary Dwelling shall be permitted in an unfinished residential building. Any exception requires submission to the ACC and BOD approval. Any trailer or temporary building not approved will be removed and the lot owner shall be assessed the cost of said removal.

N. Signs. No signs of any kind shall be displayed to the public view on any Lot excepting one (1) professional sign of not more than five (5) square feet advertising the property for sale. Such signs as are allowed must be maintained in good condition at all times and removed on the termination of their use. Any exceptions must be approved by the BOD.

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

P. Refuse and Stored Materials. No Lot shall be used or maintained as a dumping ground or for outside storage for rubbish, trash, garbage or other materials. Other waste shall be kept in a sanitary container, properly concealed from public view. The Board of Directors may designate a day of the week on which all trash pick-up in the Subdivision shall occur. No trash should be put out earlier than 6 PM the evening of the preceding day designated for pick-up. All containers shall be removed by the end of such designated pick-up day. By a 2/3 vote of the Members, the Board of Directors may cause the Association to contract with a selected trash removal service or services to service all the homes in the Subdivision and the cost thereof shall be added to the annual assessment. For this purpose, the annual assessment may be made due and payable in monthly or quarterly installments, as the Board of Directors shall determine.

Q. Street Trees, Landscaping and Shoreline Improvements. Each Lot Owner (including land contract and option purchasers of Lots) shall meet the following requirements and the additional landscaping required by Exhibit "C" and "C1". In the case of Lots on Lakes, such additional landscaping shall include the shoreline improvements shown below and on Exhibit "C" and "C1". The ACC, in its sole discretion, may modify Landscaping Requirements subject to a majority vote by all members entitled to vote.

- 1. Street Tree Requirements.** As part of the Architectural Control Committee landscape approval process, it is a mandatory requirement for the homeowner to install a minimum of two 3-inch caliper Norway Maple Trees (or other deciduous trees approved in advance by the Architectural Control Committee) between the street and the sidewalk (or the minimum size necessary to meet the Township's street tree requirement for the Lot).

Corner lots must install a minimum of four 3-inch caliper Norway Maple Trees (or other deciduous trees approved in advance by the Architectural Control Committee) two on each street frontage between the street and the sidewalk (or the minimum size necessary to meet the Township's street tree requirement for the Lot). These street trees shall be installed simultaneously with the other landscaping pertaining to the lot.

2. Front Yard Requirements

- In addition to the two street trees discussed above, each front yard shall include a minimum of three additional trees including:
- Ornamental trees, such as: Bradford Pears, Serviceberries, Japanese Maples, Dogwoods; etc. One shade tree or an evergreen tree may replace one of the ornamental trees.
- Each front yard shall include groupings of foundation shrubs at least 3-4 feet in height, and at least half of the foundation plantings are to be of an evergreen variety such as yews, junipers, etc.
- Colored rock may be used as mulch, only if the color is harmonious with the home, and the color has been approved by the Architectural Control Committee prior to installation.

3. Back Yard Requirements. Each back yard shall include a minimum of six trees including:

- A minimum of three (3) evergreen or shade trees
- A minimum of three (3) ornamental trees
- NOTE: up to two of the three ornamental trees may be replaced with an evergreen or shade tree.

4. Landscape Material. The following trees and shrubs are allowed on lots in Stonewater, provided approval has been obtained from the Architectural Control Committee:

- Evergreen trees, a minimum of 12-feet tall, of the following variety:
 - ✓ Austrian Pine/White Pine
 - ✓ Norway Spruce
 - ✓ Colorado Blue Spruce
 - ✓ White Spruce

- Evergreen trees should be a minimum of 12-feet tall.
- Shade trees can include Norway, Maple, Pin Oak, Paper Birch, River Birch, etc., and should have at least a 3-inch caliper.
- Ornamental trees should have at least a 2 ½-inch caliper.
- Shrubs can include junipers, yews, boxwood, barberry, viburnum and spirea. Foundation shrubs are to be at least 3 – 4 feet in height, and surrounding shrubs should be at least 2 feet in height.

5. Lake Edge Lot Requirements. For all homes on Lakefront/Lake Edge Lots the following standards shall apply:

- A beach consisting of beach sand across the entire width of the lot starting at the waters edge and extending 7 (seven) feet upland from the water.
- A row of Cobblestones 3-feet wide, 2-4 inches in diameter, adjacent and parallel to the beach across the entire lot. (One pedestrian crossing lot of this Cobblestone row is permitted).
- Variations of lake edge standards on lakes where there is hardship or cause may be granted by the ACC.

6. Dock Requirements.

- Only one dock per lot is allowed on direct waterfront lots.
- On Heather Lake and Mystic Lake, all docks shall be installed parallel to the shoreline and will not exceed sixteen (16) feet in length and five (5) feet in width.
- On Parkshore Lake, Teal Lake, Stoneridge Lake and Spring Hill Lake, docks may be installed perpendicular to the shoreline, and shall not exceed twenty-four 24-feet in length, and shall not exceed five 5-feet in width. On these four lakes, an attached side-by-side platform at the far end from the shore, not to exceed 5-feet in width and 10-feet in length is permitted (this width is in addition to the main dock width).
- Variations of docks on lakes where there is hardship or cause may be granted by the ACC.

7. Additional Requirements.

- Landscaping in accordance with the approved landscaping plan (including finish grading and sodding, not seeding) and shoreline improvements, must be completed within ninety (90) days after the closing of the sale of a newly-constructed Dwelling,

or occupancy, (whichever comes first). If such closing or occupancy occurs after October 15th of any year, then landscaping (including sod) shall be installed by June 15th of the following year.

- All landscape plans shall be reviewed and approved by the Architectural Control Committee prior to implementation.
- All landscaping shall be installed at the homeowner's expense.
- All lawns (front, side and back) shall be sodded. No seeding is permitted.
- No Lawn Ornaments are permitted without ACC approval.
- No ash trees are allowed in the Subdivision.
- Each Lot Owner shall be responsible to maintain and replace the approved landscaping on the Lot and the two (2) street trees (or four (4) in the case of corner Lots) planted in the street right of way adjacent to the Lot Owner's Lot as provided in this paragraph. In the event any street tree dies, the Lot Owner of the Lot immediately adjacent to the right-of-way in which the street tree is planted shall replace the dead tree with a tree meeting the street tree requirements listed above, at the Lot Owner's sole cost and expense. If the Lot Owner fails to make such a replacement within thirty (30) days after written request to do so from the Association, the Association may replace the tree and assess the Lot Owner with the cost of replacing the dead tree. If the Lot Owner fails to maintain landscaping, including shoreline improvements within thirty (30) days after written request to do so from the Association, the Association may perform the maintenance and assess the Lot Owner with the cost. Any such special assessment shall be a lien on the Owner's Lot as provided in Article V of this Declaration. The Association shall not be obligated to replace dead trees or maintain landscaping pursuant to this paragraph; any rights exercised hereunder being entirely at the discretion of the Association.

R. General Conditions.

- 1. Trailers and Vehicles.** No trailers, boats, boat trailers, campers, RV's, junk cars (defined as inoperable and/or unlicensed), motorcycles, motor homes, commercial vehicles (other than those present temporarily on business for a period not to exceed eight (8) hours), ATVs, snowmobiles, jet skis, other recreational vehicles of any kind, or any trailer used for any type or kind of vehicle may not be parked in the Subdivision except within a private attached garage. Notwithstanding the above, RV's shall be permitted on the premises, outside the garage, for a period not to exceed twenty four (24) hours.

2. **Clothes Lines.** No clotheslines or outside drying of laundry shall be permitted.
3. **Mail Boxes.** All mailboxes shall be of uniform size, color and same design in compliance with the standards to be set forth by ACC. All mailboxes shall be located uniformly with reference to the Dwellings in accordance with post office requirements.
4. **Solar Panels & Wind Generators.** No solar panel, solar collector, wind generator or similar device shall be placed, constructed, altered, or maintained on any Lot or placed, constructed, altered, or maintained on any Dwelling or Structure.
5. **Antennae.** No exterior antennae, receiving devices, or satellite dishes, of any kind or nature whether freestanding or mounted upon any Dwelling or other Structure shall be permitted, except that the Architectural Control Committee, in the exercise of its sole and absolute discretion, may allow a Lot Owner to install a so-called "mini-dish" (not to exceed 18 inches in diameter) which should be located on the Lot in a location that is fully-screened from view and approved by the Architectural Control Committee. The Architectural Control Committee has the further reserved power to make reasonable modifications to the restrictions of this paragraph to accommodate the use of technological innovations in the telecommunications field so long as it determines that the changes benefit the Subdivision.
6. **Swimming Pools.** In ground swimming pools shall be permitted, subject to the prior review and written approval of the Architectural Control Committee. Swimming pools which rise more than one (1) foot above ground level shall not be permitted. All swimming pool areas shall be landscaped to minimize the visual impact upon adjacent residences and shall not be visible from the road. All swimming pool mechanical equipment will be located in rear yard of the Dwelling, will not extend past the side of the Dwelling, and will be fully concealed. Installation must comply with all local ordinances.
7. **Air Conditioning Units.** No external air conditioning unit shall be placed in or attached to a window or wall of any Dwelling or Structure. No compressor or other component of a central air conditioning system (or similar system, such as a heat pump) shall be so located on any Lot so as to be visible from the public street on which the Lot fronts, 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 the terms of noise and appearance. In general, such equipment shall be completely screened by an evergreen landscape screening.
8. **Basketball Hoops and Play Areas.** Basketball hoops and play areas are permitted subject to strict compliance with the following restrictions:

- a) All basketball hoops shall be on ground mounted posts located at least thirty (30) feet from the curb of the roads adjacent to the Lot.
- b) The ground mounted post for the basketball hoop should be located at least four (4) feet from the side line of the Lot.
- c) No florescent or bright colors shall be permitted for either the post or the backboard. The ground mounted post shall be painted black and the backboard of the basketball hoop should be clear or smoked.
- d) Any lighting of basketball hoops and play areas shall be designed to shield direct light away from homes on other Lots.

S. Fences and Walls; Dog Runs; Play Structures. Except as expressly provided in this paragraph, no fences or walls shall be permitted. The Association may install decorative fencing in the Common Areas, including such fencing as is reasonably required around tennis courts, swimming pools and any other common amenities provided by the Association. Wrought iron and other decorative 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 Architectural Control Committee. Any such approved and permitted fencing shall have a vertical balustrade pattern and no additional ornamentation. All fences are subject to approval by and permitting requirements of the Township and shall not exceed the minimum height permitted by the Township. Dog kennels or runs or other enclosed shelters for animals are prohibited. No swing sets, sand boxes or other play structures or equipment shall be located in any front or side yards nor less than 10 feet from the boundary lines of a lot.

T. Sight Distance at Intersection. No fence, wall, hedge, or shrub planting greater than three (3) feet in height above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points thirty (30) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of a street property line extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at least ten (10) feet above the ground, or such greater height as is necessary to prevent obstructions of such sight lines.

U. Utility Easements. Easements for the construction, installation and maintenance of public utilities, and for drainage facilities, are reserved as shown on the recorded Plat. Within all of the foregoing easements, unless the necessary approvals are obtained from the Township and any other appropriate municipal authority, no Structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such service facilities and utilities, including

underground electrical and telephone local distribution systems, or which may change, obstruct or retard the flow or direction of water in and through drainage in the easements, nor shall any change, which may obstruct or retard the flow of surface water or be detrimental to the property of others, be made by the occupant in the finished grade of any Lot once established by the builder upon completion of construction of the Dwelling thereon. The easement area of each Lot and all improvements in the easement area shall be maintained (in a presentable condition continuously) by the Lot Owner, except for those improvements for which a public authority or utility company is responsible, and the Lot Owner shall be liable for damage to service facilities and utilities thereon, including damage to electric, gas, and telephone distribution lines and facilities therein. Except as may be otherwise provided herein, each Lot Owner shall maintain the surface area of easements within his property, to keep weeds out, to keep the area free of trash and debris, and to take such action as may be necessary to eliminate or minimize surface erosion.

V. Public Utilities. All public utilities such as water mains, sanitary sewers, storm sewers, gas mains, electric and telephone local subdivision distribution lines, and all connections to same, either private or otherwise, shall be installed underground; provided, however, that the above ground transformers, pedestals, cable and/or other feeder pole lines, and other above ground electric and telephone utility equipment associated with or deemed necessary by the various utility suppliers, for underground utility installations and distribution systems, and surface and offsite open drainage channels and facilities, as well as street lighting stanchions, shall be permitted. In addition, the Subdivision and each Lot therein is subject to the terms of an Agreement and to the terms of an Easement Grant and Declaration of Restrictions, in each case which instruments may now be or will hereafter be recorded in the Wayne County Records, and in each case relating to the installation and maintenance of underground electric and communication service and facilities, and which instruments are, by this reference, incorporated herein. Notwithstanding the foregoing, the provisions and requirements of this paragraph V of Article VII shall not apply to utility poles and lines existing as of the date hereof.

W. Aeration Control Device Easements. The Association reserves easements for the construction, installation and maintenance of aeration control devices and associated underground wires, as necessary for the maintenance and care of aeration control devices and associated underground wires. Within all of the foregoing easements, no Structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such aeration control devices and associated underground wires. The easements and all improvements in the easement area shall be maintained (in a presentable condition continuously) by the Lot Owner and the Lot Owner shall be liable for damage to the aeration control devices or associated underground wiring therein. Except as otherwise provided herein, each Lot Owner shall maintain the surface area of easements within the Lot, to keep weeds out, to keep the area free of trash and debris, and to take such action as may be necessary to eliminate or minimize surface erosion.

X. Leasing And Leasing Procedures. A Lot Owner may lease his Dwelling upon prior written notice of the lease transaction to the Board of Directors and subject to Board of

Directors approval. The Lot Owner shall provide a copy of the proposed lease agreement to the Board of Directors. No Lot Owner shall lease less than the entire Dwelling. The terms of all leases, occupancy agreements and occupancy arrangements shall be deemed to incorporate all of the provisions of this Declaration and the Subdivision Bylaws. The leasing of a Dwelling in the Subdivision shall conform to the following provisions:

1. A Lot Owner desiring to lease his Dwelling shall provide to the Board of Directors a copy of the executed lease, identifying the name of the tenant and all other occupants, the address of the Lot Owner, and the terms and conditions of the lease.
2. Tenants or non-Lot Owner occupants shall comply with this Declaration and the Subdivision Bylaws and all leases and rental agreements shall so state. The tenant or non-Lot Owner occupant shall be provided a copy of this Declaration and the Subdivision Bylaws and any other rules and regulations governing the Subdivision.
3. If the Association determines that the tenant or non-Lot Owner occupant has failed to comply with this Declaration, the Subdivision Bylaws, or any of the rules and regulations, the Association shall take the following action:
 - i. The Association shall notify the Lot Owner and the tenant or non-Lot Owner, by certified mail, advising of the alleged violation by the tenant;
 - ii. The Lot Owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred. If the Lot Owner refuses to accept the certified mail, the fifteen (15) days shall commence three (3) days after the date of mailing.
 - iii. If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, the Association may institute an action for eviction against the tenant or non-Lot Owner occupant, and, simultaneously, for money damages in the same action against the Lot Owner and tenant or non-Lot Owner occupant for breach of the Subdivision Covenants, Conditions, and Restrictions and Bylaws. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Lot Owner liable for any damages to the Common Areas caused by the Lot Owner or tenant.

Y. Violations Of Subdivision Covenants, Conditions, and Restrictions and/or Bylaws (including any duly adopted Rules and Regulations)

1. **General**. The violation by any Lot Owner, occupant, guest, or tenant, of any of the provisions of the this Declaration Of Covenants, Conditions, And Restrictions and/or Bylaws, including any duly adopted Rules and Regulations, shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the involved Lot Owner. Such Lot Owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or any other person admitted through such Lot Owner to the Subdivision Premises.

2. **Procedures**. Upon any such violation being alleged by the Board, the following procedures will be followed:

a. **Notice**. Notice of the violation, including the provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Lot Owner on notice as to the violation, shall be personally delivered or sent by first class mail, postage prepaid, to the Lot Owner and to any tenant, if applicable. The Lot Owner shall have the option to either (1) accept responsibility and pay the fine which shall be imposed by the Board in accordance with (e), or (2) request a hearing before the Board.

b. **Opportunity To Defend**. If requested, the Lot Owner shall have an opportunity to appear before the Board for a hearing and offer evidence in defense of the alleged violation. The hearing before the Board shall be at its next scheduled meeting, but in no event shall the Lot Owner be required to appear less than ten (10) days from the date of the Notice of Violation set forth in (a) above.

c. **Default**. Failure to appear or respond to the Notice of Violation in writing constitutes a default. Upon default the Board may levy a fine as set forth in (e) below.

d. **Hearing And Decision**. After a hearing conducted by the Board, the Board shall by majority vote of a quorum of the Board, decide whether a violation has occurred. If the Lot Owner fails to appear for the hearing before the Board after proper notice, the Board may proceed to conduct the hearing without the Lot Owner. The Board's decision is final.

e. **Amounts**. If the Board decides that the Lot Owner has violated the Subdivision Covenants, Conditions, And Restrictions and/or Bylaws, including any duly adopted Rules and Regulations, the Board in its discretion may issue a warning or levy fines as follows:

- i. First Violation. Up to a maximum \$100.00 fine.
- ii. Second Violation. Up to a maximum \$250.00 fine.

- iii. Third Violation. Up to a maximum \$500.00 fine.
- iv. Fourth and Subsequent Violations. Up to maximum \$1,000.00 fine.

f. **Collection**. The fines levied shall be assessed against the Lot Owner and shall be due and payable on the first day of the next following month. The fines shall become liens against the Lot involved. Failure to pay the fine will subject the Lot Owner to all liabilities, late charges and other remedies, including foreclosure, set forth in the Subdivision Covenants, Conditions, and Restrictions.

2. Remedies For Non Compliance. Any failure by a Lot Owner to comply with the Subdivision Covenants, Conditions, and Restrictions and/or Bylaws, including any duly adopted Rules and Regulations shall entitle the Association or another Lot Owner to the following relief:

1. **Legal Action**. Failure to comply with any of the provisions of the Subdivision Covenants, Conditions, and Restrictions and/or Bylaws, including any duly adopted Rules and Regulations, shall be grounds for relief, which may include an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment or fine) or any combination thereof, and such relief may be sought by the Association or, if permitted by law, an aggrieved Lot Owner.

2. **Recovery Of Costs**. In any proceeding arising because of an alleged default by any Lot Owner, the Association, if successful, shall be entitled to recover all costs incurred by the Association as a result of the default and the actual attorneys' fees (not limited to statutory fees) incurred by the Association as a result of the default. Costs and attorney fees incurred before initiation of a lawsuit may also be recovered by the Association.

3. **Removal And Abatement**. The violation of any of the provisions of this Declaration and/or Bylaws, including any duly adopted rules and regulations, shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Lot, where reasonably necessary, and summarily remove and abate, at the expense of the Lot Owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of this Declaration and/or Bylaws, including any duly adopted rules and regulations. The Association shall have no liability to any Lot Owner arising out of the exercise of its removal and abatement power.

4. **Non-Waiver Of Right**. The failure of the Association or of any Lot Owner to enforce any right, provision or condition which may be granted by this Declaration and/or Bylaws, including any duly adopted rules and regulations, shall not constitute a waiver of the right of the Association or of any such Lot Owner to enforce such right, provision or condition in the future.

5. **Cumulative Rights, Remedies, And Privileges**. All rights, remedies and privileges granted to the Association or any Lot Owner pursuant to this Declaration and/or

Bylaws, including any duly adopted rules and regulations shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies.

ARTICLE VIII

ARCHITECTURAL CONTROL COMMITTEE

Except as otherwise expressly provided herein, either the Association or the Architectural Control Committee shall have jurisdiction over the rights of approval and enforcement set forth in this Declaration. The BOD shall have the exclusive right to appoint and remove all Members of the Architectural Control Committee in its sole discretion. The Architectural Control Committee shall consist of at least three but no more than five persons. No member of the Architectural Control Committee shall be compensated from assessments collected from the Members of the Association for the time expended in architectural control activities.

ARTICLE IX

EXCULPATION FROM LIABILITY

In no event shall any party have the right to impose liability on the Board of Directors or the Association, or otherwise contest judicially any decision of the Board of Directors or the Association (or alleged failure of the Board of Directors or the Association to make a decision) relative to the approval or disapproval of a Structure or any aspect or other matter as to which Board of Directors reserves the right to approve or waive under this Declaration. The approval of the Architectural Control Committee of a Structure or other matter shall not be construed as a representation or warranty that the Structure or matter is in conformity with the ordinances or other requirements of the Township or any other governmental authority. Any obligation or duty to ascertain any such nonconformities, or to advise the Lot Owner or any other person of the same (even if known), is hereby disclaimed.

ARTICLE X

GENERAL PROVISIONS

A. Duration. The Declaration and the Covenants, Conditions and Restrictions herein created shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Lot Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said Covenants, Conditions and Restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed and agreed to by the then Lot Owners of two-thirds (2/3) of the Lots in good standing has been recorded, changing said Covenants, Conditions and Restrictions in whole or in part; provided, however, that no such agreement and instrument of change shall be effective unless made and recorded at least six (6) months in advance of the effective date of such change, and unless

written notice of proposed agreement and instrument of change is sent to every Lot Owner at least ninety (90) days in advance of any action taken.

B. Amendment By Lot Owners. These Covenants, Conditions and Restrictions may be amended by the Lot Owners, at a duly constituted meeting, or in writing, by affirmative vote of a ***two-thirds (2/3)*** of the Members entitled to vote. All amendments shall be recorded in the office of the Wayne County Register Of Deeds and shall be effective upon recording. A copy of the recorded Amendment shall be provided to each Lot Owner. An amendment adopted in accordance with this Article shall be binding on the Lot Owners irrespective of whether such Lot Owner receives a copy.

C. Notices. Any notice required to be sent to any Lot Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Lot Owner on the records of the Wayne County, Michigan Register of Deeds Office at the time of such mailing.

D. Enforcement. Enforcement of these covenants and restrictions shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

E. Severability. Invalidation of any one or more of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

F. Headings. Captions and caption headings contained in this Declaration are for convenience and shall not be considered for any purpose in construing this Declaration.

G. Rules And Regulations. It is intended that the Board of Directors may, from time to time, make reasonable rules and regulations, without Lot Owner approval, to reflect the needs, desires, and problems arising in the Subdivision. Copies of all such adopted rules, regulations and amendments shall be furnished to all Lot Owners.

ARTICLE XI

GOVERNMENTAL AGREEMENTS

The Subdivision and/or the Development of which the subdivision is a part is subject to various agreements, covenants and restrictions imposed by agreements with the Michigan Department of Environmental Quality or the Township of Northville, to wit:

- i. a Consent Order Regarding Restoration of the Sump drain, Associated Interconnections of Lakes, Proposed Storm Water Treatment Systems and related matter entered March 17, 1995 by the Wayne county Circuit Court in a consolidated Civil Action Nos. 91-107159 91-111024 and 91-121316 (the "Drainage System Agreement");
- ii. a Landscape Maintenance Agreement dated October 1, 1998 between Declarant and Northville Township;
- iii. an Agreement for Maintenance of Open Space dated October 1, 1998 between Declarant and Northville Township;; and
- iv. a Storm Drainage System Maintenance Agreement Discharge to Wayne County Storm Sewer System dated August 20, 1998 between Declarant and Northville Township,.

A. For purposes of this Declaration,

- 1. the term "MDEQ" shall mean the Michigan Department of Natural Resources and any authorized representative thereof: and
- 2. the term "Restoration Work" shall mean the construction work and related permanent structures comprising the restoration of Stonewater Creek as a functioning drainage facility pursuant to the Drainage System Agreement. Such Restoration Work shall comprise one of the Common Areas of the Development.

B. The initial construction of the Restoration Work shall be done by and at the cost of Declarant.

C. The Association shall maintain and repair the Common Areas to the extent set forth herein. The cost of maintaining, repairing and replacing all Common Areas shall be borne by the Association, unless the need for maintenance, repair or replacement is due to the act or neglect of a Member or such Member's agent, guest, invitee, family member or pet, for which such Member shall be wholly responsible. Except as otherwise provided herein, any damage caused to a unit or its contents by the maintenance or by repair activities of the Association shall be repaired at the expense of the Association.

D. Each Member shall use due care to avoid damaging any of the Common Areas, including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems, and the Restoration Work. Members and their family, guests, agents and invitees shall be prohibited from altering, removing or tampering with any portion of the Restoration Work or from removing or cutting any vegetation planted in connection with the Restoration Work. Each Member shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of

any of the Common Areas by such Member or such Member's family, guests, agents or invitees, unless such damages or costs are actually reimbursed from insurance carried by the Association, in which case there shall be no such responsibility (if reimbursement to the Association is excluded by virtue of a deductible provision, the responsible member shall bear the expense to the extent of the deductible amount.)

- E. The Association shall keep and maintain the Restoration Work in a good and serviceable condition. The Association's duties shall, in this regard, include, but not necessarily be limited to, routine and periodic inspections and maintenance of the Restoration Work, reconstruction and repair, all as its Board of Directors shall from time to time see fit to perform or have performed, or as may be required by MDEQ to assure that water will be carried through the Restoration Work (or any naturally-occurring modification thereof) in an adequate fashion. The Association also shall be responsible for supervising the construction, maintenance, repair and reconstruction of any replacements or improvements that may from time to time be placed upon the Restoration Work. The Association may initially pay all costs of construction, maintenance and repair. However, each Lot Owner shall ultimately share equally in such costs, regardless of the degree of use to which any Lot Owner puts the Restoration Work, and whether or not the parcel owner's property is contiguous to the boundaries of the Restoration Work. The Association shall bill each Lot Owner for such Lot Owner's proportionate share of such costs as such costs are incurred or at such other time or in such other manner as the directors of the Association may in their discretion deem appropriate. Each Lot Owner shall promptly reimburse the Association for such Lot Owner's share of such costs, as reflected upon the statement tendered.
- F. Authorized representatives of the Association and MDEQ shall have reasonable access to the Common Areas (including the Restoration Work) in order to perform inspections and to study and monitor the biological and environmental impact of the Restoration Work.
- G. Notwithstanding paragraph E. above, the Association shall not be obligated to undertake the matters described in subparagraphs G.1. and G.2. below, but may elect to undertake such matters to the extent its Board of Directors shall from time to time see fit:
 - 1. The Association shall not be obligated to repair, reconstruct or modify the Restoration Work merely because it fails to provide a suitable biological or environmental habitat for fish or wildlife.
 - 2. So long as the Restoration Work (or any naturally-occurring modification thereof) continues adequately to carry water through the property without endangering any improvements on the property or surrounding properties, the Association may, but shall not be obligated, to maintain or restore any components of the Restoration Work which may, through erosion, accretion, avulsion, or other natural forces or

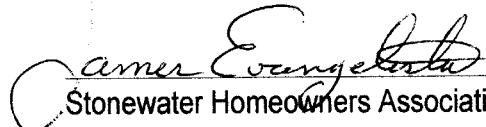
evolution, decay, shift or otherwise be subjected to change (such as, without limitation, any naturally-occurring shift or expansion of the course of any stream, erosion of underwater structures, or natural changes in the species or quantity of any vegetation, fish or wildlife in or along the boundaries of the Restoration Work.)

- H. The Association assumes the obligations of the Declarant under the Township Agreements and agrees to perform such obligations and to defend, indemnify and hold harmless the Declarant and its members, agents and employees from all liabilities, costs and expenses, including attorneys fees and court costs arising under such agreements or as a result of any claims made against Declarant and/or its members, agents and employees pursuant to such Agreements. The installation of the drainage improvements, the landscaping in the Common Areas and the other Common Area improvements such as the bridges and walkways shall be performed initially by Declarant at Declarant's cost. The cost of maintaining and/or replacing the drainage facilities, the Common Area landscaping and other Common Area improvements shall be borne by the association and paid by the Association from general assessments. The foregoing shall not relieve Lot Owner's of their individual responsibilities for street trees and landscaping on their Lots, their shorelines or their sidewalks.

EXHIBIT LIST:


- | | |
|---------|---|
| A. | Subdivision Legal Description |
| B & B1. | Landscape Plan and Landscape & Signage Area |
| C & C1. | Shoreline Improvements |

Continued With Signature Page


Stonewater Homeowners Association
A Michigan non-profit corporation
By: JIM EVANGELISTA
Its President

STATE OF MICHIGAN)
)cc
COUNTY OF WAYNE)

On this 26 day of December, 2012, before me, a notary public in and for said County, appeared James Evangelista, President of the Stonewater Homeowner's Association, a Michigan non-profit corporation, who executed the foregoing First Amended And Restated Declaration Of Covenants, Conditions, And Restrictions on behalf of the corporation.


Steven J. Wallace
Notary Public, Oakland County, MI
My Commission Expires: 12/3/19
Acting in Wayne County, MI

Drafted By:

Steven J. Wallace, Esq.
7071 Orchard Lake Road
Suite 255
West Bloomfield, MI 48322
(248) 932-5644

EXHIBIT A

Stonewater Subdivision No. 1, T1S R8E, according to the plat thereof recorded in Liber 113, Pages 52 - 70, of Plats, Wayne County Records.

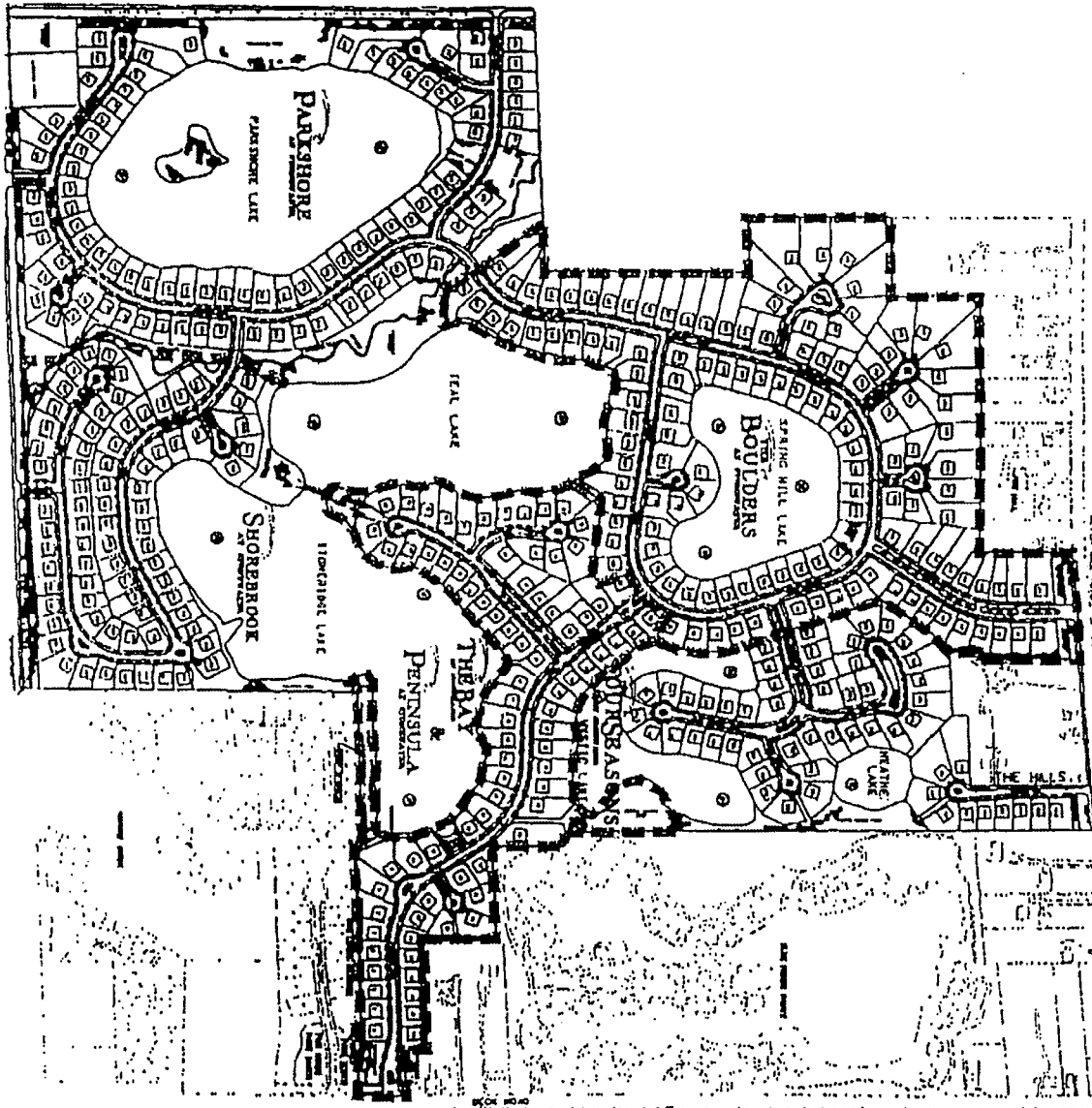
Stonewater Subdivision No. 2, T1S R8E, according to the plat thereof recorded in Liber 113, Pages 88 - 97, of Plats, Wayne County Records.

Stonewater Subdivision No. 3, T1S R8E, according to the plat thereof recorded in Liber 116, Pages 6 - 24, of Plats, Wayne County Records.

Stonewater Subdivision No. 4, T1S R8E, according to the plat thereof recorded in Liber 119, Pages 92 - 102, of Plats, Wayne County Records.

Stonewater Subdivision No. 5, T1S R8E, according to the plat thereof recorded in Liber 121, Pages 31 - 41, of Plats, Wayne County Records.

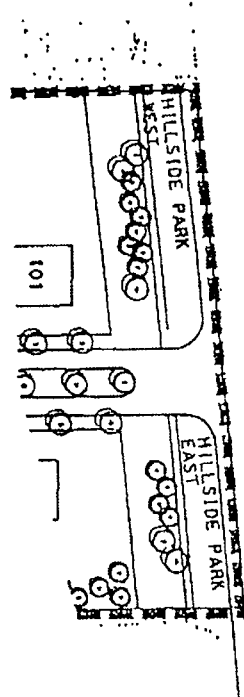
EXHIBIT 'B'



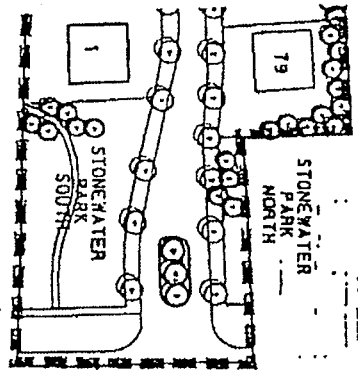
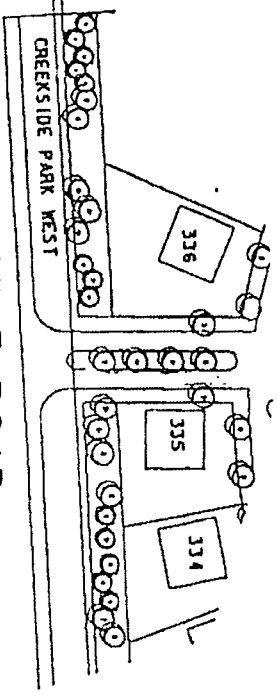
LANDSCAPE PLAN
FINAL
PRELIMINARY PLAN
OF
STONEWATER
A Part of the Stone Lake & R.R. E.
County of Rockwell, Western Canada, N.C.



SEVEN MILE ROAD



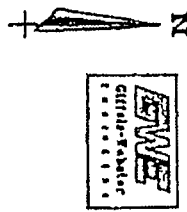
SIX MILE ROAD



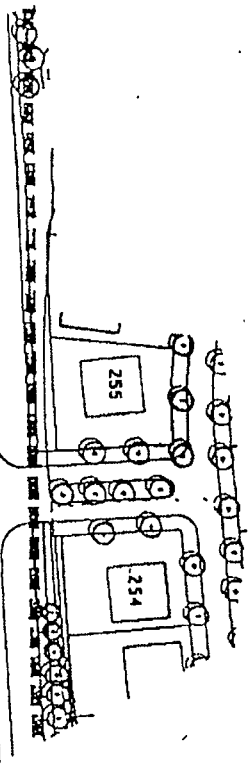
BECK ROAD

LANDSCAPE & SIGNA
AREA

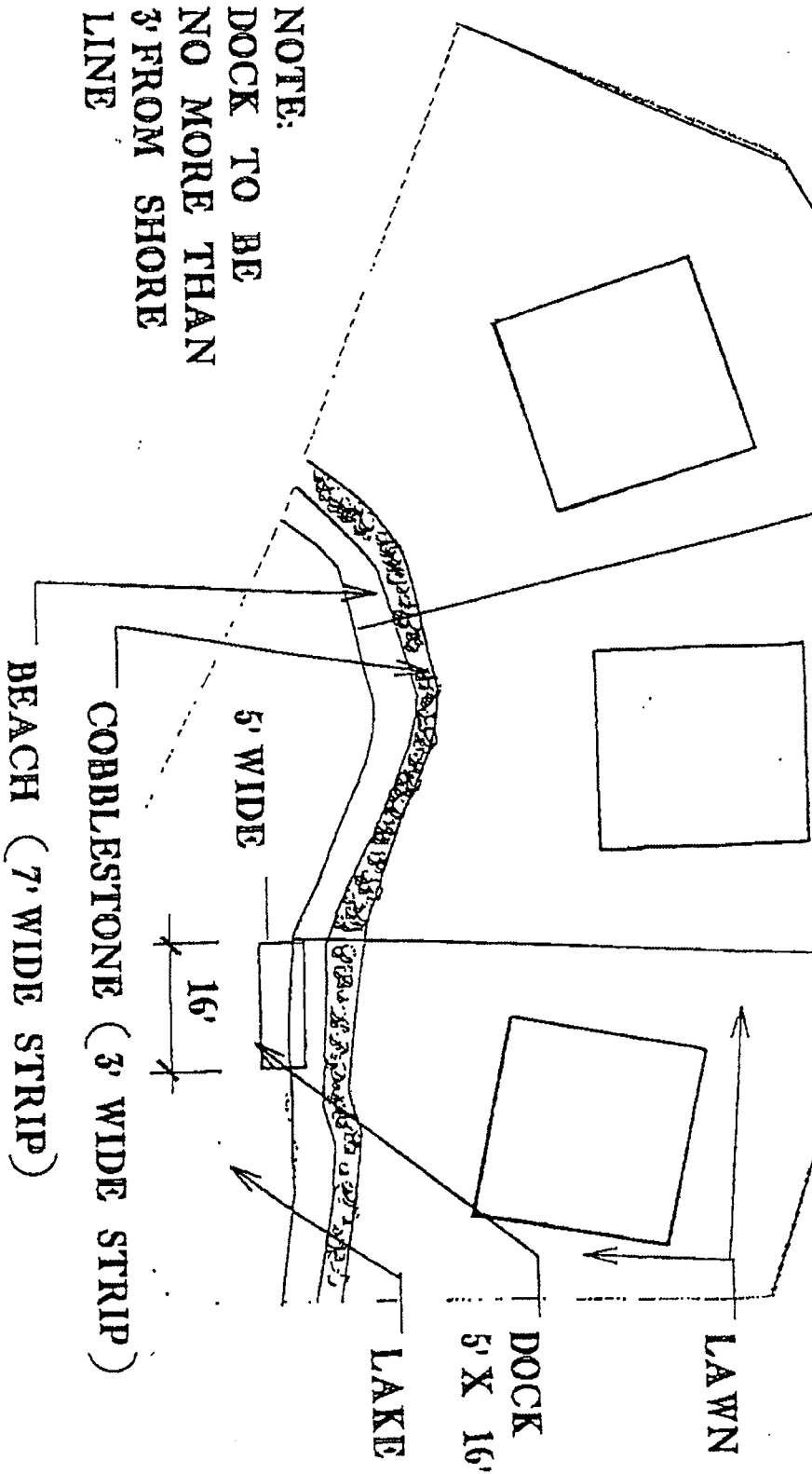
STONEWATER
A Division of Stonewater, Inc.
A Division of Stonewater, Inc.
A Division of Stonewater, Inc.



SIX MILE ROAD



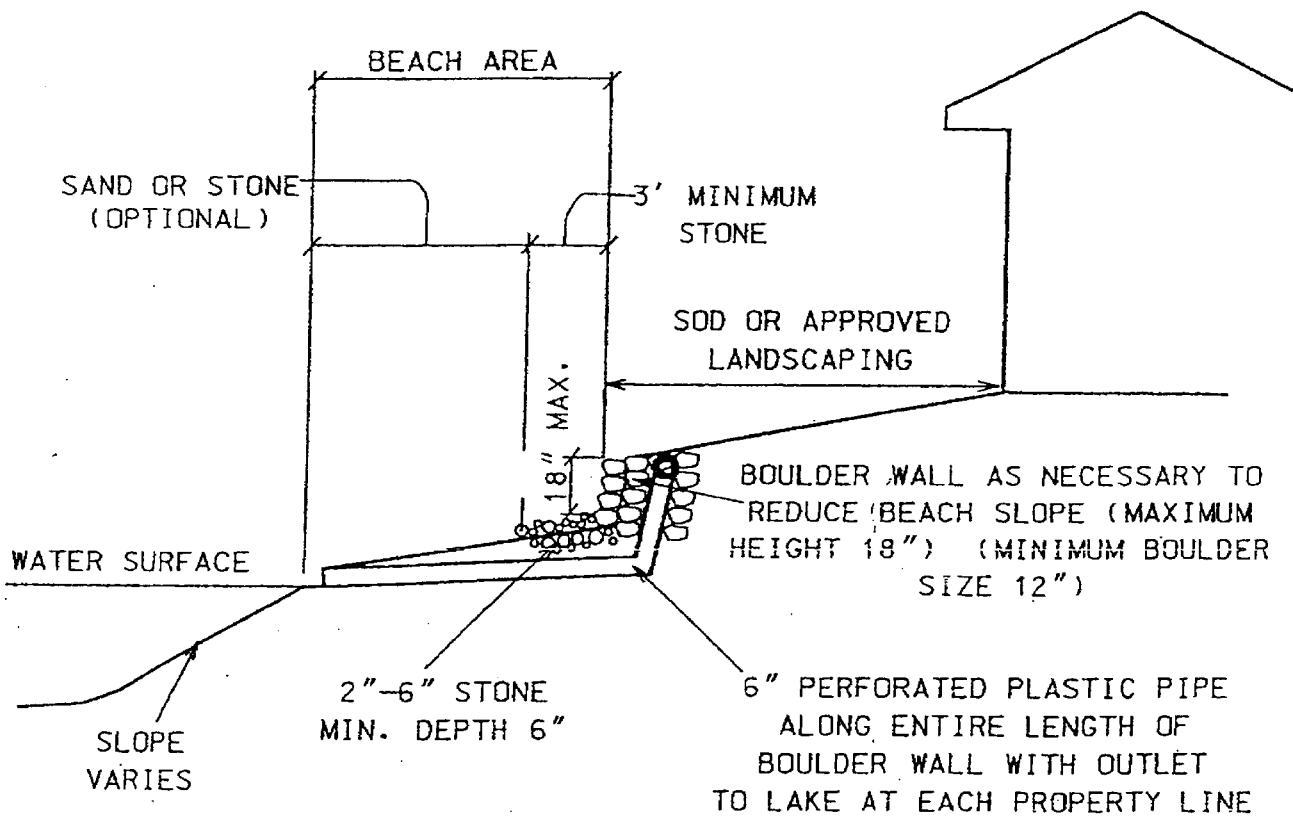
NOTE: LAKE EDGE WILL BE ESTABLISHED DURING SITE MASS GRADING COBBLESTONE & BEACH WILL BE CONSTRUCTED DURING HOME CONSTRUCTION



TYPICAL LAKE EDGE TREATMENT

EXHIBIT 'C-1'

11.001-00000
PAGE-481



STONEWATER



Giffels-Webster Engineers, Inc.
ENGINEERS LAND SURVEYORS PLANNERS LANDSCAPE ARCHITECTS
2871 BOND STREET, ROCHESTER HILLS, MI. 48305
(248) 857-5100

DATE: 8/20/01	CHECKED BY	DATE	SCALE: 1"=10'
DRAWN: ST			SHEET: 1 OF 1
DESIGN: DP			1-00 10-10720

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

CHARTER TOWNSHIP OF NORTHVILLE,
a Michigan charter township

Plaintiff

CHARTER TOWNSHIP NORTEVIL v SOREN
Hon. Brian R. Sullivan 04/26/1991



91-111024-CE

91-111024-CE

FILED IN MY OFFICE

vs.

Case No. 91-111024-CE

WAYNE COUNTY CLERK

Hon. Brian Sullivan

4/15/2016 9:40:37 AM

CATHY M. GARRETT

/s/ Belinda Roberts

STONEWATER HOMEOWNERS ASSOCIATION,
a Michigan nonprofit corporation,
as successor-in-interest to
STONEWATER, L.L.C.,
a Michigan limited liability company,
as successor to Defendant Seven Lakes of Northville,
Defendant.

STIPULATED ORDER AMENDING THE AMENDED AND RESTATED CONSENT
JUDGMENT

At a session of said Court held in the
City of Detroit on 4/15/2016, 2016

PRESENT: HON. BRIAN R. SULLIVAN
Brian Sullivan, Circuit Judge

This matter having come before the Court upon the attach Stipulation of the parties,
AND,

IT APPEARING TO THE COURT that paragraph 8 (a) (vii) of the Amended and
Restated Consent Judgment entered in this Matter by the Hon. Pamela R. Harwood, Circuit

Judge, on November 5, 1997, is not sufficiently clear and unambiguous as will permit of its consistent application;

NOW, THEREFORE, IT IS ORDERED that paragraph 8 (a) (vii) of the said Amended and Restated Consent Judgment be, and it is hereby, amended by deleting the existing paragraph 8 (a) (vii) in its entirety and substituting the following:

"(vii) Decks shall not extend more than sixteen (16) feet from the rear of the primary dwelling into the rear yard, except that in the case of lots which have as-built setbacks of thirty-five (35) feet or less, a deck shall not extend more than twelve (12) feet from the rear of the primary dwelling into the rear yard. Patios shall not extend more than thirty-five (35) feet from the rear of the primary dwelling into the rear yard, provided that in no case shall a patio extend more than twelve (12) feet into the required thirty-five (35) foot rear yard setback."

EXCEPT AS SO MODIFIED, the Amended and Restated Consent Judgment entered in this Matter on November 5, 1997, shall remain in effect and shall be unaffected by this Order.

/s/ Brian R. Sullivan

Circuit Judge

**STIPULATION OF CHARTER TOWNSHIP OF NORTHVILLE AND STONEWATER
HOMEOWNERS ASSOCIATION TO ENTRY OF ORDER**

NOW COMES the CHARTER TOWNSHIP OF NORTHVILLE, a Michigan charter township, and the STONEWATER HOMEOWNERS ASSOCIATION, a Michigan nonprofit corporation (the "ASSOCIATION"), being the Association established and existing to, after the completion of development, construction and sale of the following subdivisions (collectively, the "Subdivisions"), to operate, insure and maintain the common areas and

amenities, to enforce the building, use and other restrictions and easements and otherwise to perform the obligations of the ASSOCIATION that are provided for in that certain Declaration of Covenants, Conditions and Restrictions dated December 15, 1998, and recorded on December 17, 1998, in Liber 30028, Pages 2373-2416, Wayne County Records, as the same from time to time has been amended and amended and restated:

Stonewater Subdivision No. 1, according to the Plat thereof recorded in Liber 112, Pages 52-70, inclusive, Wayne County Records;
Stonewater Subdivision No. 2, according to the Plat thereof recorded in Liber 113, Pages 88-97, inclusive, Wayne County Records;
Stonewater Subdivision No. 3, according to the Plat thereof recorded in Liber 116, Pages 6-24, inclusive, Wayne County Records;
Stonewater Subdivision No. 4, according to the Plat thereof recorded in Liber 119, Pages 92-102, inclusive, Wayne County Records; and,
Stonewater Subdivision No. 5, according to the Plat thereof recorded in Liber 121, Pages 31-41, inclusive, Wayne County Records.

AND THE PARTIES HEREBY STIPULATE AND AGREE that the Amended and Restated Consent Judgment entered in this Matter by the Honorable Pamela R. Harwood on November 5, 1997, be amended in the manner provided by the foregoing Order.

CHARTER TOWNSHIP OF NORTHVILLE
A Michigan charter township

By:

Robert R. Nix, II

Its: Supervisor

STONEWATER HOMEOWNERS ASSOCIATION
A Michigan nonprofit corporation

By:

James Evangelista

Its: President

Dated: ~~January~~, 2016
March 21, 2016
Open.23963.43618.15591292-1

Dated: January 22, 2016