



**SEVENTH AMENDMENT TO
DECLARATION OF EASEMENTS, COVENANTS
AND RESTRICTIONS FOR ASHFORD VILLAGE
originally recorded at L 2927, P 826-843**

WHEREAS, TRI-MOUNT/ASHFORD VILLAGE DEVELOPMENT CO., INC., a Michigan corporation whose address is 26105 Lannys Road, Novi, Michigan 48375 (the "Declarant"), has established a subdivision by the name of Ashford Village in the Township of Pittsfield, Washtenaw County, Michigan as described at Liber 29 of Plats, Pages 22 through 25 of Washtenaw County Records, and

WHEREAS, the Declaration of Easements, Covenants and Restrictions for Ashford Village was established on December 14, 1993 and recorded at Liber 2927, Pages 826 through 843 inclusive of Washtenaw County Records, and

WHEREAS, the Declarant reserved to itself in Article IX, Section 4 of said Declaration of Easements, Covenants, and Restrictions for Ashford Village the right to amend said Declaration by adding Phase II or additional subdivisions and making such additional lots and/or common areas, if any, subject to said Declaration, and

WHEREAS, the Declarant has executed a First Amendment to said Declaration to apply said Declaration to Ashford Village Subdivision No. 2, and has executed six other amendments for other purposes, and

WHEREAS, Loyalty Homes, Inc., a Michigan corporation whose address is 26105 Lannys Road, Novi, Michigan 48375 ("Loyalty Homes") has now established Ashford Village No. 6, a subdivision in the Township of Pittsfield, Washtenaw County, the legal description of which is attached as Exhibit A hereto, and desires to apply the same rights, duties, privileges and restrictions which are established in said Declaration to the lots and lot owners in Ashford Village No. 1, Ashford Village No. 2, Ashford Village No. 3, Ashford Village No. 4, and Ashford Village No. 5.

NOW, THEREFORE, in consideration for the mutual benefits to be derived by the Declarant, Loyalty Homes, and the successors and assigns of each of them, and all intending purchasers and future owners of the various lots comprising Ashford Village and Ashford Village No. 6, the Declarant does hereby amend the Declaration of Easements, Covenants and Restrictions for Ashford Village as follows:



FIRST CHANGE:

ARTICLE I, SECTION 1, Definition of Terms, the definition of the term "subdivision" is deleted and in lieu thereof is inserted:

"Subdivision" shall mean and refer to lots 1 through 50 inclusive of Ashford Village Subdivision No. 1, lots 51 through 103 inclusive of Ashford Village No. 2, lots 104 through 154 inclusive of Ashford Village No. 3, lots 155 through 188 inclusive of Ashford Village No. 4, lots 189 through 270 inclusive of Ashford Village No. 5, and lots 271 through 315 inclusive of Ashford Village No. 6, together with all common areas adjacent thereto, as shown on the final plat.

SECOND CHANGE:

A new section is added designated ARTICLE IX, SECTION 11, Effectivity of Sixth Amendment, which shall read:

Additional Lots and Common Areas annexed to the Subdivision by virtue of this Seventh Amendment shall not be subject to the control of the Association until such time as ninety-five percent (95%) of the Lots in such added subdivision have been sold to persons other than Builder, or sooner in the Declarant's sole discretion.

THIRD CHANGE:

A new section is added, designated Article III, Section 9, Storm Drainage Management, which shall read:

The Subdivision and every lot therein are subject to the following requirements relating to maintenance of the storm drainage system:

- (a) The Ashford Village Drainage District is defined as all areas within Ashford Village Subdivision, as defined in this Declaration, as amended, and as will be shown on the final plat of Ashford Village Subdivision.
- (b) The Association shall be responsible for maintaining, repairing, and/or replacing any storm drainage elements within the subdivision. The storm drainage system includes Storm Water Detention Basins I, II and III, and 22 Retention Areas IV, V, VI and VII, together with all inlets, catch basins, yard drains, manholes and piping.
- (c) Neither the Association nor any lot owner may use any herbicide within 10 feet of an established drain easement.
- (d) The Association shall organize and carry out effectively, and on a timely basis, the maintenance of the storm drainage system in accordance with the maintenance schedule that is attached as Exhibit C hereto.
- (e) After the initial installation, the maintenance and replacement of all temporary and permanent soil erosion measures shall be the responsibility of the Association, and shall be financed on an annual basis by assessments against each homeowner within Ashford Village.



Except as set forth above, all terms and conditions of the original Declaration of Easements, Covenants and Restrictions for Ashford Village as amended remain in full force and effect, and by virtue of the amendments above, now and hereafter apply equally to the entire Subdivision, including lots 1 through 315, inclusive and all common areas, and all owners thereof.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Seventh Amendment pursuant to the authority reserved to it in Article IX, Section 4, of the original Declaration, on this 25th day of November, 2002.

WITNESSES:

Anita L. Cagle
ANITA L. CAGLE
Christina James
Anita L. Cagle
ANITA L. CAGLE
Christina James

Declarant:
TRI-MOUNT/ASHFORD VILLAGE
DEVELOPMENT CO., INC.
a Michigan corporation

By: [Signature]
John Vincenti, President

By: [Signature]
Domenic Mancinelli, Vice-President

STATE OF MICHIGAN
COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this 25th day of November, 2002, by John Vincenti, President and Domenic Mancinelli, Vice-President of Tri-Mount/Ashford Village Development Co., Inc., a Michigan corporation for and on behalf of said corporation.

Anita L. Cagle
ANITA L. CAGLE
Notary Public, Notary Public, Oakland County, MI
My commission expires Nov 9, 2004
Oakland County, Michigan

IN WITNESS WHEREOF, the undersigned Loyalty Homes, Inc. having obtained the consent of all of the parties with an ownership interest or security interest in Ashford Village No. 6, has executed this instrument on this 25th day of November, 2002.

WITNESSES:

Anita L. Cagle
ANITA L. CAGLE
Christina James

LOYALTY HOMES, INC.
a Michigan corporation

By: [Signature]
Mark Dembs, President

STATE OF MICHIGAN
COUNTY OF OAKLAND



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The foregoing instrument was acknowledged before me this 25th day of December, 2002, by Mark Dembs, President of Loyalty Homes, Inc., a Michigan corporation, for and on behalf of said corporation.

Notary Public, ANITA L. CAGLE ANITA L. CAGLE County, MI
My commission expires Nov 9, 2004
Notary Public, ANITA L. CAGLE County, MI
My Commission Expires Nov 9, 2004

CONSENT OF MORTGAGEE

Notwithstanding anything contained in the Declaration of Restrictions or any Amendment thereto to the contrary, BANK ONE, N.A., a National Banking Association, the Mortgagee under a certain Mortgage recorded in Liber 4170, Pages 593 et. seq., Washtenaw County Records, is not an Owner or Grantee, and joins in the execution of this Seventh Amendment to Declaration of Restrictions solely for the purpose of subordinating its interest as Mortgagee to the restrictions granted herein.

WITNESSES:

Dolores Storey

Kam Bell

BANK ONE, N.A.

By:
Linnet E. Walla
Its: Vice President

STATE OF MICHIGAN
COUNTY OF ~~OAKLAND~~ Wayne

The foregoing instrument was acknowledged before me this 6th day of December, 2002, by Linnet Walla, the Vice President of BANK ONE, N.A., on behalf of and with the authority of said banking institution.

DOLORES M. STOREY
NOTARY PUBLIC - MICHIGAN
WAYNE COUNTY
MY COMMISSION EXPIRES SEPT. 29, 2004

Notary Public, _____ County, MI
My commission expires: _____

✓ Drafted by:
George S. Shea, Esq.
Brashear, Tangora, Gallagher,
Creighton & Amam, LLP
355 N. Canton Center Rd. Canton, MI 48187

After recording, return to drafter.



Peggy M Haines, Washtenaw AM 5385274

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EXHIBIT A
to the Seventh Amendment
to the Declaration of Easements, Covenants and Restrictions
for Ashford Village

DESCRIPTION - ASHFORD VILLAGE NO. 6

Commencing at the Southeast corner of Section 24, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan; thence N00°11'55"W 616.93 feet along the East line of said Section, the centerline of Munger Road and the East line of "ASHFORD VILLAGE NO. 2", a subdivision of part of Southeast ¼ of said Section 24 as recorded in Liber 30 of Plats, Pages 3 through 6, inclusive, Washtenaw County Records; thence N89°16'55"W 308.21 feet along the North line of said "ASHFORD VILLAGE NO. 2" to the POINT OF BEGINNING; thence continuing along the North and East lines of said "ASHFORD VILLAGE NO. 2" in the following four (4) courses: N89°16'55"W 354.05 feet, N00°11'55"W 328.92 feet, N89°16'55"W 663.81 feet and N00°17'00"W 65.79 feet to a point on the East line of "ASHFORD VILLAGE NO. 3", a subdivision of part of the Southeast ¼ of Section 24, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan as recorded in Liber 30 of Plats, Pages 55 through 58, inclusive, Washtenaw County Records; thence continuing N00°17'00"W 591.71 feet along said East line; thence S89°16'55"E 1327.04 feet along the South line of said "ASHFORD VILLAGE NO. 3" to a point on the East line of said Section and the centerline of Munger Road; thence S00°11'55"E 304.40 feet along said East line and said centerline; thence S89°48'05"W 60.00 feet; thence S78°21'32"W 108.94 feet; thence S27°18'01"W 306.23 feet; thence S00°11'55"E 383.83 feet to the Point of Beginning. Being a part of the Southeast ¼ of Section 24, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan* and containing 20.75 acres of land, more or less. Being subject to the rights of the public over that portion of Munger Road as occupied. Also being subject to easements and restrictions of record, if any.

*now known as Lots 271 through 315, Inclusive, Ashford Village No. 6., Pittsfield Township, Washtenaw County, Michigan

PREPARED FOR:

TRI-MOUNT COMPANY
26105 Lannys Road
Novi, MI 48375

PREPARED BY:

WASHTENAW ENGINEERING CO.
3250 West Liberty Road
Novi, MI 48375