

RECORDED
WASHTENAW COUNTY, I

JAN 21 1 32 PM '94

**DECLARATION OF EASEMENTS, COVENANTS AND
RESTRICTIONS FOR ASHFORD VILLAGE**

Recorded in Liber 29 of Plats on Pages 22, 23, 24 & 25.

REGISTRY
GRAND JURY REGISTER

WHEREAS, TRI-MOUNT/ASHFORD VILLAGE DEVELOPMENT CO., INC., a Michigan Corporation, whose address is 41115 Jo Drive, Novi, Michigan 48050, (the "Declarant"), being the owner of fee simple title of certain lands located in the Township of Pittsfield, Washtenaw County, Michigan, which lands are described in Exhibit A attached hereto ("Ashford Village ~~Subdivision~~"), and the Declarant desires to create a subdivision for the benefit of all of the residents of the Subdivision; and

WHEREAS, the Declarant desires to provide for the preservation and enhancement of the property values and amenities in the Subdivision and for the maintenance of certain common areas (the "Common Areas" as defined below) and to this end desires to subject the Subdivision and the Common Areas to the easements, covenants, restrictions, charges and liens set forth herein, each and all of which is and are for the benefit of the Subdivision and each Owner therein; and

WHEREAS, the Declarant has deemed it desirable for the efficient preservation of the values and amenities in the Subdivision to create a legal entity to own, maintain and administer the Common Areas; to collect and disburse the assessments and charges hereinafter created; and to promote the recreation, health, safety, welfare, common benefit and enjoyment of the Owners; and

WHEREAS, the Declarant may, at some future time, plat additional subdivisions of land adjacent to the subdivision and subject the land so platted to the easements, covenants, restrictions, charges and liens set forth herein;

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the Declarant, its successors and assigns, and all intending purchasers and future Owners of the various Lots comprising the Subdivision, the Declarant, for itself, its successors and assigns, does hereby publish, declare and make known to all intending purchasers and future Owners of the Lots comprising the Subdivision, that the same will and shall be used, owned, held, and/or sold expressly subject to the following conditions, easements, covenants, restrictions and agreement which shall be incorporated by reference in all deeds of conveyance and contracts for the sale of said Lots and shall run with the land and be binding upon all grantees of individual Lots in the Subdivision and on their respective heirs, personal representatives, successors and assigns.

ARTICLE I.

DEFINITIONS

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JAN 21 1994
REGISTRY

Section 1. DEFINITION OF TERMS.

The words and phrases below are defined as follows:

a. "Association" shall mean and refer to Ashford Village Homeowners' Association, a Michigan Non-Profit Corporation, its successors and assigns;

b. "Builder" shall mean and refer to any person or entity who acquires a Lot for the purpose of engaging in and does

engage in the business of constructing residential buildings for the purpose of resale and not for his own use;

c. "By-Laws" shall mean and refer to the By-Laws of the Association;

d. "Common Areas" shall mean those areas of land within the Subdivision (including the improvements thereto) now or hereafter owned by the Association for the common use and enjoyment of the Owners and, in addition, the 20 foot strip of land adjoining the Subdivision along Crane Road and Textile Road.

e. "Declarant" shall mean and refer to Tri-Mount/Ashford Village Development Co., Inc., a Michigan Corporation, and its successors and assigns;

f. "Declaration" shall mean and refer to this Declaration of Easements, Covenants and Restrictions and any amendments as recorded in the office of the Washtenaw County Register of Deeds, State of Michigan;

g. "Lot" shall mean and refer to any numbered lot shown on the recorded plat of the Subdivision and any future subdivision hereafter annexed;

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

i. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Subdivision and any future subdivisions hereafter annexed. When more than one person or entity is the Owner of a Lot, all such persons or entities shall be Members. If any Lot is sold on a land contract, the land contract purchaser shall be considered the Owner. Those persons having any interest in a Lot merely as security for the performance of an obligation are not included;

j. "Phase" shall mean any subsequent phases of the Subdivision which may, in the sole discretion of the Declarant, be created by the recording of a plat of the area designated as Phase II, III, IV, V or VI on the preliminary plat of the Subdivision, or as modified by the Declarant, or in the adjacent areas.

k. "Plat" shall mean and refer to the plat of the Subdivision recorded or to be recorded in the office of the Washtenaw County Register of Deeds; and

l. "Subdivision" shall mean and refer to Lots 1 through 50 inclusive of the proposed Ashford Village Subdivision No. 1.

ARTICLE II

ESTABLISHMENT AND DEDICATION

Section 1. Establishment of Non-Profit Corporation.

There is hereby established as an association of Owners of Lots 1 through 50 inclusive, Ashford Village Subdivision No. 1, to be known as the Ashford Village Homeowners' Association. The Association shall be incorporated and organized at any time not later than when ninety-five per cent (95%) of the Lots are owned by persons other than the Declarant or any Builder. The Association shall be organized as a nonprofit corporation for a perpetual term

under the laws of the State of Michigan and shall have such powers as are enumerated in this Declaration, as well as those set forth in the Corporate Articles and By-Laws for the Association.

Section 2. Dedication of Common Area.

The Declarant hereby dedicates and conveys to each Owner of a Lot in the Subdivision a right and easement of enjoyment in and to the Common Area and hereby covenants that within ten (10) years after the date the Plat has been recorded it will convey the Common Area to the Association free and clear of all liens and encumbrances, except as set forth herein. Title to the Common Area shall vest in the Association, subject to the rights and easements of enjoyment in and to such Common Area by the Owners. Said easement of enjoyment shall not be personal, but shall be considered to be appurtenant to the Lots and shall pass with the title to the Lots whether or not specifically set forth in the deeds of conveyance of the Lots.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment.

The Declarant hereby grants to each Owner and his respective successors and assigns, appurtenant, non-exclusive and perpetual easements for pedestrian ingress and egress over the Common Areas.

Section 2. Limitations of Easements.

The rights and easements of each Owner in and to the Common Areas shall be subject to the following prior rights of the Association, the Declarant and/or third parties, in addition to other limitations set forth in this Declaration.

a. The right of the Association to levy and collect assessments, as set forth in Article V, below;

b. The right of the Association to suspend the voting rights and right to use the Common Areas by an Owner for any period during which any assessment against his Lot remains unpaid and for any infraction by an Owner of the Association's published rules and regulations for the duration of the infraction and for an additional period thereafter not to exceed sixty (60) days;

c. The right of the Association to grant easements over, under or across any part of the Common Areas, or to dedicate, grant 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 to by the Members. No such dedication, grant or transfer shall be effective unless an instrument agreeing to such dedication, grant or transfer signed by the Declarant, if the Declarant has an ownership interest in any Lot at the time of the grant, and fifty-one per cent (51%) of the Members has been recorded. Such grant, dedication or transfer is subject to court approval pursuant to MCL 560.222.

Section 3. Declarant's Rights to Dedicate or Transfer Property.

The Declarant reserves the right, subject to court

approval, pursuant to MCL 560.222:

a. 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 required by law or in the best interests of the subdivision as determined by the Declarant; and

b. To grant an easement to use and enjoy the Common Areas to the Owners of any Lot in Phase II or other subsequent phases of the Subdivision, if any, if the Declarant grants an easement to use and enjoy the Common Areas of such other phase to the Owners of the Lots in the Subdivision.

Section 4. Delegation of Use.

Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment and use to the Common Areas to the members of his family, his invitees, his tenants or purchasers who reside on his Lot, subject to this Declaration, the By-Laws and any rules and regulations promulgated pursuant to either of them.

Section 5. Utility and Storm Drainage Easements.

The Declarant hereby dedicates and reserves the following Easements:

a. Easements for the installation, maintenance, repair, replacement, modification and/or removal of utilities, underground television cable, sanitary and storm sewer lines, water mains, drainage lines, surface drainage swales and any other improvements which would serve the Subdivision or Phase II or other subsequent Phases of the Subdivision are reserved to the Declarant and its successors and assigns, and also in, on, under and over a strip of land in width as designated on the Plat along the front of each Lot. With respect to easements in Phase II or other subsequent Phases of the Subdivision, the easements may be located and established as deemed necessary or beneficial by the Declarant.

b. Private easements for public utilities are granted and reserved as shown on the Plat.

The use of all or part of such easements may at any time or times hereafter be granted or assigned by the Declarant or its successors or assigns, to any person, firm corporation, governmental unit or agency which furnishes such services or utilities.

No buildings may be constructed or maintained over or on any easements; provided, however, that after the aforementioned utilities have been installed, planting, fencing (where permitted), or other lot line improvements shall be allowed, so long as they do not violate the provisions of this Declaration and do not interfere with, obstruct, hinder or impair the drainage plan of the Subdivision and so long as access be granted, without charge or liability for damages, for the installation, maintenance, repair, replacement, modification and/or removal of the utilities, drainage lines and/or additional facilities; and

Section 6. Establishment of Drainage District.

Subject to a perpetual and pertinent easement in favor of Washtenaw County Drain Commissioner, the Ashford Village Drainage District and its successors, assigns and transferees, in over, under and through the property described as Ashford Village Subdivision No. 1, which easement may not be amended or revoked,

except with written approval of Washtenaw County Drain Commissioner, the Ashford Village Drainage District, and which contains the following terms and conditions and grants the following rights:

a. The easement shall be for the purposes of developing, establishing, constructing, repairing, maintaining, deepening, cleaning, widening and performing any associated construction activities and grading in connection with any type of drainage facilities or storm drains in any size, form, shape or capacity.

b. Washtenaw County Drain Commissioner the Ashford Village Drainage District, shall have the right to sell, assign, transfer or convey this easement to any other governmental unit.

c. No owner in the Subdivision shall build or convey to others any permission to build any permanent structures on the said easement.

d. No owner in the Subdivision shall build or place on the area covered by the easement any type of structure, fixture or object or engage in any activity or take any action or convey any property interest or right that would in any way either actually or threaten to impair, obstruct or adversely effect the rights of the Washtenaw County Drain Commissioner, the Ashford Village Drainage District under the said easement.

e. The Washtenaw County Drain Commissioner, the Ashford Village Drainage District and its agents, contractors and designated representatives shall have the right to right of entry on to gain access to the easement property.

f. All Owners in the Subdivision release the Washtenaw County Drain Commissioner, the Ashford Village Drainage District and its successors and assigns or transferees from any and all claims to damages in any way arising from or incident to the construction and maintenance of a drain or sewer or otherwise arising from or incident to the exercise by the Washtenaw County Drain Commissioner, the Ashford Village Drainage District, of its rights under the said easement, and all owners covenant not to sue the Washtenaw County Drain Commissioner, the Ashford Village Drainage District, for any such damage.

The rights granted to the Washtenaw County Drain Commissioner, the Ashford Village Drainage District and its successors and assigns may not, however, be amended without the written consent of the Washtenaw County Drain Commissioner, the Ashford Village Drainage District hereunder. Any purported amendment or modification of the rights granted hereunder shall be void and without legal effect unless agreed to in writing by the Washtenaw County Drain Commissioner, the Ashford Village Drainage District, its successors and assigns.

Section 7. Alteration of Common Areas and Easements

The Declarant reserves the right, without the consent of the Association or any of its Members, to increase or reduce the size of the Common Area or to grant easements through any of it for the purposes of allowing the installation, construction, repairs, enlargement, modification or removal of any utility lines, television cable, drainage facilities or any other improvements which would serve the Subdivision or Phase II or other subsequent phases of the Subdivision. Any such revisions will be subject to court approval pursuant to MCL 560.222.

Section 8. Signage.

Declarant reserves the right to own and maintain a sign at the entrance of the Subdivision, which shall bear the name "Ashford Village Subdivision" and the words "Tri-Mount Development." When the sign is dedicated to the Association, the Association shall maintain the sign and shall have the right to change the inscription, as long as it still bears the name "Ashford Village Subdivision." Such signage shall be located in the public right-of-way.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership.

Every Owner shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of a Lot.

Section 2. Voting Rights.

Each Owner shall be entitled to one vote for each Lot owned. When more than one person owns an interest in a Lot, all such persons shall be Members and the vote for such Lot shall be exercised by the designated representative of the Co-Owners, as they shall determine. The name of the designated representative shall be provided to the Association in writing at least ten (10) days prior to any meeting at which said designee intends to vote. In the case of a Lot split, the vote for such Lot shall be exercised by the designated representative of the resulting Owners, as they shall determine. In no event shall more than one vote be cast with respect to any one Lot. If notice of a designated representative is not properly given, the vote related to a Lot will be suspended in the event more than one person seeks to exercise said vote.

Section 3. Adoption of By-Laws.

The Association shall adopt By-Laws for the purposes of providing for the election of officers and directors, the conduct of meetings and the governance of the Association, which shall comply with all requirements of the Michigan Nonprofit Corporations Act.

ARTICLE V

COVENANT FOR ASSOCIATION ASSESSMENTS

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

Each Owner of a Lot, by acceptance of a deed or execution of land contract to purchase a Lot, whether or not it shall be so expressed in such deed or land contract, is deemed to covenant and agree to pay to the Association: (1) annual general assessments and (2) special assessments. Such assessments shall be established and collected as hereinafter provided. The general and special assessments, together with interest thereon at the highest rate permitted by law, collection costs, including reasonable attorney

fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. The obligation of the Declarant and each Builder as to assessments is separately set forth in Section 3 of this Article.

Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively to promote there creation, health, safety, welfare, common benefit and enjoyment of the Owners in the Subdivision and future subdivisions hereafter annexed, and in particular for the preservation of the natural conservation areas now or hereafter owned by the Association, for the payment of taxes and special assessments relating to the Common Areas, and facilities thereon and other property under the control of the Association, including any subdivision entrances, for planting and maintenance of trees, shrubs and grass; for the acquisition of additional Common Areas; for construction, operation and maintenance of recreational facilities; for caring for vacant lots; maintenance of landscaping along the 20 foot strip of land adjoining the Subdivision along Crane Road and Textile Road; for maintaining drainage facilities which service the Subdivision, whether inside or outside of the Subdivision boundaries; for providing community services, and for obtaining insurance for the protection of the Owners and for establishing and maintaining appropriate reserves for those purposes.

Section 3. Rate of Assessment.

Both the general and special assessments shall be set by the Board of Directors at a uniform rate for all Lots. In the case of a Lot Split, the assessments for such Lot shall be divided between the resulting Owners on a formula based on their relative square footage. However, notwithstanding anything to the contrary contained herein or elsewhere in this Declaration, no assessment shall be levied against a Lot owned by the Declarant.

Section 4. Maximum Annual Assessment.

The annual assessments shall be established by the Board of Directors of the Association at least thirty (30) days prior to the annual assessment period, but shall not exceed ONE HUNDRED DOLLARS (\$100.00) per lot without a vote of fifty-one per cent (51%) of the Members or of proxies entitled to cast votes at a meeting of the Association duly called for that purpose.

Section 5. First Assessment.

Upon purchasing any Lot from a Builder or the Declarant, an Owner other than a Builder shall be liable for the assessment for the year in which the Lot is purchased, which shall be pro-rated to the date of closing and payable upon closing.

Section 6. Special Assessments for Acquisitions and Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy against each Owner, in any assessment year, a special assessment, applicable to that year only. Any special assessment shall have the consent of Members or of proxies entitled to cast votes of at least fifty-one per cent (51%) of the votes at a meeting duly called for that purpose.

Section 7. Notice and Quorum for Actions Authorized Under Sections 4 and 6.

Written notice shall be sent to all Members not less than fifteen (15) days nor more than thirty (30) days in advance of any meeting called for the purpose of taking any action authorized under Sections 4 or 6 of this Article. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty per cent (50%) of the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8. Notice of Annual Assessments and Due Date.

Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of the assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate permitted by law. The Association may bring an action against the Owners obligated to pay the same or foreclose the lien against the Lot. No Owner may waive or otherwise avoid liability for the assessments by non-use of the Common Areas or abandonment of his Lot.

Section 10. Exempt Property.

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

Section 11. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and to any other contractual lien as to Lots owned by the Declarant. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien but not the obligation for payment of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment becoming due after such sale or from the lien thereof.

ARTICLE VI.

ARCHITECTURAL REVIEW

Section 1. Architectural Review Committee.

No building, fence, wall, deck, swimming pool, out-

building or other structure, landscaping or exterior improvement shall be commenced, erected or maintained on any Lot, nor shall any exterior addition to or change or alteration therein or change in the exterior appearance thereof or change in landscaping be made until the plans and specifications showing the kind, size, shape, height, colors, materials, topography and location of the same on the Lot shall have been submitted to and approved in writing by an architectural review committee (the "Committee"). The Committee shall be composed of three (3) persons appointed by the Declarant. Committee members are not required to be members of the Association, and may be employees, officers, directors, agents or affiliates of the Declarant. Each member of the Committee shall serve until he resigns or is replaced by a subsequent appointee. The Declarant shall delegate or assign its power of appointment of Committee members to its successors, assigns, or the Association after all Lots in the Subdivision and Phases II, III, IV, V and VI of the Subdivision have been sold to persons other than Builders. The Declarant may make such delegation at any time sooner in its sole discretion.

Neither the Declarant nor the Committee shall have any liability whatsoever for the approval or disapproval of any plans or specifications.

Section 2. Preliminary Plans.

Preliminary plans may first be submitted to the Committee for preliminary approval.

Section 3. Plans and Specifications.

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

- a. Complete plans and specifications sufficient to secure a building permit in the Township of Pittsfield, including a dimensioned plot plan showing the Lot and proposed placement of all improvements; proposed finished floor elevation; elevation of footings; proposed finished grades at lot corners and the mid-point of each side lot lines; and identified bench marks convenient to the lot for purpose of inspection.
- b. Front elevation, side elevation and rear elevation of the building, plus elevations of any walls and fences;
- c. A perspective drawing, if deemed necessary by the Committee, to interpret adequately the exterior design;
- d. Data as to size, materials, colors and texture of all exteriors, including roof coverings and any fences and walls;
- e. One set of blueprints to be left with the Committee until construction is completed;
- f. A complete set of landscaping plans; and
- g. Any other data, drawings or materials which the Committee requests in order to fulfill its function.

Section 4. Compliance with Building and Use Restrictions.

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

Section 5. Disapproval of Plans or Improvements.

The Committee may disapprove plans because of non-compliance with any of the restrictions set forth in Article VII of this Declaration, or because of dissatisfaction with the grading and drainage plan, the location of the structure on the Lot, the materials used, the color scheme, the finish, design, proportion, shape, height, style or appropriateness of the proposed improvement or alteration or because of any matter or thing which, in the judgment of the Committee, would render the proposed improvement or alteration inharmonious with, or out of keeping with, the objectives of the Committee, the Subdivision or with improvements erected or to be erected on the other Lots in the Subdivision, including purely aesthetic considerations.

Section 6. Approval Time Schedule.

In the event the Committee fails to approve or disapprove plans within thirty (30) days after proper submission, then such approval will not be required, but all other limitations, conditions and restrictions set forth in the Declarations shall apply and remain in force as to such plans.

Section 7. Committee Approval.

Committee approval shall be deemed given if the plans and specifications submitted for approval are marked or stamped as having been finally approved by the Committee and are dated and signed by two (2) members of the Committee who were validly serving on the Committee on the date of such approval.

Section 8. Review Fee.

The Committee may charge a review fee of a maximum of TWO HUNDRED FIFTY DOLLARS (\$250.00) to any Builder or Owner for the purposes of reviewing plans for the construction of a residence. The fee may not be utilized for the purposes of paying salaries to any members of the Committee, but shall be utilized exclusively for the purposes of reimbursing actual expenses of the Committee, including, but not limited to, professional review fees of independent consultants.

ARTICLE VII

BUILDING AND USE RESTRICTIONS FOR THE SUBDIVISION

Section 1. Use of Lots.

All Lots shall be used for single family residence purposes only and no building of any kind whatsoever shall be erected, re-erected, moved or maintained thereon except one (1) single family dwelling house and appurtenant attached structures on each Lot as hereinafter provided. Each house shall be designed and erected for occupancy by a single private family. A private attached garage for the sole use of the occupants of the Lot upon which the garage is erected must also be erected and maintained. Lessees of any Lot shall be subject to the terms and conditions of this Declaration, the By-Laws and all rules and regulations promulgated pursuant to this Declaration and the By-Laws, all of which shall be incorporated into the lease of any Lot by reference, and any violation of the same by a lessee shall be deemed to be a violation of the Lessor-Owner and subject that Owner to the same penalties and sanctions as if the Owner himself violated the Declaration, By-Laws or any rules and regulations.

Section 2. Character and Size of Buildings.

No dwelling shall be permitted on any Lot unless, in the case of a one-story building, the living area thereof shall be no less than Fifteen Hundred (1500) square feet; in the case of a two-story building, the living area thereof shall be not less than Seventeen Hundred (1700) square feet. No building greater than two and one-half (2 1/2) stories shall be constructed. All computations of square footage for determination of the permissibility of erection of residences under this section shall be exclusive of basements, attics, utility rooms, garages, porches or similar areas which are not normally classified as living areas. All garages must be attached or architecturally related to the dwelling. No garage shall provide space for less than two (2) nor more than three (3) automobiles.

Section 3. Minimum Yard Requirements.

No building on any Lot shall be erected nearer than:

- a. Thirty-five (35) feet from the front lot line; nor
- b. Five (5) feet from the side lot line; nor
- c. Fifteen (15) foot) total from both side lot lines; nor
- d. Thirty-five (35) feet from the rear lot line; nor
- e. Thirty-five (35) feet from the exterior side lot line on corner lots. Approval of a variance by Committee and the Township of Pittsfield permitting front, rear or side yards smaller than the above minimums shall be deemed a valid waiver of this restriction.

Section 4. Repetition of Elevations.

All efforts should be made to provide different elevations and building materials for houses on adjacent lots. Variety in colors or building materials shall be used for homes on adjacent lots so as to avoid an appearance of repetition. All plans and elevations must have final approval from the Architectural Control Committee.

Section 5. Lot Splits.

Lot Splits are permitted, provided that the resulting parcels must include at least one (1) entire Lot, and must also comply with Section 263 of the Subdivision Control Act of 1967, being Act No. 288 of the Public Acts of 1967, or provisions of succeeding law, if any.

Section 6. Maintenance of Improvements and Existing Drainage

Each Owner shall keep all improvements on his Lot in good condition and in good repair at all times.

Existing drainage and/or swales must be maintained to provide for the planned flow of surface water, whether within recorded easements or not.

Section 7. Animals.

No farm animals, livestock or wild animals shall be kept,

bred or harbored on any Lot, nor shall any animals be kept or bred for commercial purposes. Domestic animals commonly deemed to be household pets may be kept by the Owner and members of his household so long as such pets shall have such care so as not to be objectionable or offensive to others due to noise, odor or unsanitary conditions. Any domestic animal shall be kept either on a leash or in a run or pen, and shall not be allowed to run loose or unattended. No runs or pens shall be permitted to be erected or maintained unless located within the rear yard adjacent to a wall of the main dwelling or garage and facing the rear or the interior of the Lot, nor shall such runs or pens extend beyond the end of the dwelling or garage into the side yard. Such runs or pens shall not extend more than twelve (12) feet in any one direction.

Section 8. Weapons.

No Owner of a Lot shall use or discharge within the Subdivision, nor shall he permit or suffer any occupant of any Lot which he owns, or his or their invitees or guests, to use or discharge within the Subdivision, any B-B guns, firearms, rifles, shotguns, handguns, pellet guns, cross-bows or archery equipment.

Section 9. Temporary Structures.

Trailers, shacks, barns or any temporary buildings of any description whatsoever are expressly prohibited and no temporary occupancy shall be permitted in unfinished buildings. Tents for entertainment or recreational purposes are permitted for periods not to exceed forty-eight (48) hours. The Declarant, any Builders or their subcontractors and/or independent contractors contracting with an Owner, may erect temporary storage buildings for materials and supplies to be used in the construction of houses during the period when new houses are under construction in the Subdivision by the Declarant, Builder and/or independent contractor.

Section 10. General Conditions.

The following general conditions shall be in effect:

- a. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same shall not be kept except in sanitary containers properly concealed from public view. Garbage containers shall not be left at the roadside for more than twenty-four (24) hours in any one week.
- b. No house trailers, commercial vehicles, boat trailers, boats, camping, recreational vehicles or camping trailers, horse trailers or other utility trailers or vehicles may be parked on or stored on any Lot for more than forty-eight (48) hours, unless stored fully enclosed within an attached garage. However, a construction trailer may be maintained by each Builder or independent contractor contracting with an Owner during the period when new houses are under construction in the Subdivision by the Builder or independent contractor.
- c. No laundry shall be hung for drying outside the dwelling;
- d. The grade of any Lot in the Subdivision may not be changed after original construction without the written consent of the Committee;
- e. No swimming pools may be built without prior approval of the Architectural Control Committee. Pools shall not be allowed more than two (2) feet above the final lot drain, and plans must be submitted to the Architectural Control Committee,

along with a landscape plan. No swimming pool may be built unless some portion of the pool is within twenty (20) feet of the residence. All swimming pools must be constructed so that they drain into the storm sewer system only;

f. No radio, television or other communication antennas of any type, or television disc, can be installed on or outside of any residence without the written consent of the Committee.

g. All utility lines, including electric, gas, telephone and cable television, must be installed underground.

Section 11. Sales Agency and/or Business Office.

Notwithstanding anything to the contrary herein, the Declarant and/or any Builders may construct and maintain a sales agency and/or a business office on any Lots which they may own, or may use a model house for such purposes. The Declarant and/or such Builders may continue to maintain such a facility for use as long as they have an ownership interest in any Lot.

Section 12. Lease Restrictions.

No Owner shall lease and/or sublet less than the whole of any dwelling on said Lot. No lease shall be for a period less than one (1) year.

Section 13. Signs.

No sign or billboard of any kind shall be placed, erected or maintained on any Lot. The provisions of this paragraph shall not apply to such signs as may be installed or erected on any Lot by Declarant or any Builder during such periods as any residence is being used as a model or for display purposes, or for purposes of resale by any Owner.

Section 14. Driveways.

All driveways, aprons and parking areas must be paved with concrete, asphalt or brick pavers. The Committee has the right to waive any of these requirements, at the exclusive option of the Committee. The driveways must be completed within six (6) months of occupancy.

Section 15. Trees.

No living tree of a height of twenty (20) feet or more, or more than six (6) inches in diameter at three (3) feet above the ground shall be removed without the approval of the Committee. The Owner shall treat or remove any diseased or blighted tree forthwith. Other than as permitted above, no person shall do any act the result of which could reasonably be expected to cause damage to or destruction to any tree.

ARTICLE VIII

RESTRICTIONS ON THE USE OF COMMON AREA

Section 1. Litter and Pollution.

No Owner shall throw or allow to accumulate on his or any other Lot or the Common Area, trash, refuse or rubbish of any kind. No Owner shall dump or otherwise dispose of chemicals,

motor oil, paint, gasoline or petroleum distillates in, over or within the Subdivision or the sanitary or storm sewer drains serving the Subdivision.

Section 2. Liability.

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

Section 3. Published Rules.

The Declarant reserves the right to publish from time to time reasonable rules and regulations consistent herewith governing the use of the Common Area as well as other matters relating thereto. The Declarant shall delegate or assign this right to its successors, or the Association when ninety-five per cent (95%) of all Lots in the Subdivision have been sold to persons other than Builders. The Declarant may make such delegation at any time sooner in its sole discretion.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement.

The Declarant, the Association or any Owner shall have the right to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Declarant, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed an estoppel or a waiver of the right to do so thereafter.

The Declarant or the Association shall have the right to enter upon any Lot for the purposes of mowing, cutting, weeding or removing any unsightly growth which in the opinion of the Declarant or the Association detracts from the overall attractiveness of the health and welfare of the Subdivision. The Declarant or the Association may enter upon the Lots for the purpose of removing any debris or other trash from the Lot. The Declarant or the Association shall be under no obligation to take such affirmative action. The Declarant or the Association shall provide the Owner seventy-two (72) hours notice prior to entry on the Lot, except in the event of emergency threatening health or safety, in which case no prior notice shall be necessary. Any costs incurred in such action by the Declarant or Association shall be chargeable against the Owner and shall constitute a lien against the Lot.

Section 2. Severability.

Invalidation of any one of these easements, covenants, restrictions or conditions by judgment or court order shall not affect any other provisions, which remaining provisions shall continue in full force and effect.

Section 3. Amendment.

The covenants, restrictions and conditions of this

Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for an additional period of ten (10) years. The Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than sixty-seven per cent (67%) of the Owners and thereafter by an instrument signed by not less than fifty-one per cent (51%) of the Owners, except that amendments made by the Declarant for the purpose of adding residential lots and/or Common Areas to the Association and making this Declaration apply to such Lots and/or Common Areas shall not require the vote or signature of any Owners, the Association or any Members thereof. No amendment may be adopted without the consent of the Declarant at any time in which it owns one (1) or more Lots in the Subdivision or any subsequent phase thereof. Any amendment must be recorded with the Washtenaw County Register of Deeds before the amendment becomes affective.

Section 4. Annexation of Additional Lots and/or Common Areas.

The Declarant reserves the right at any time or times in the future to amend this Declaration by adding to it Phase II or other additional subdivisions hereafter developed and platted by Declarant or its successors or assigns. Such additional subdivisions may or may not contain Common Areas. Any such amendment(s) to this Declaration shall provide that the Owners of all residential lots in future added subdivisions shall be required to be Members of the Ashford Village Homeowners Association and shall be subject to the covenants, restrictions, easements, charges and liens set forth herein. Such amendment(s) shall also provide that the Common Areas contained within the subdivision and all future subdivisions or phases shall be for the use and benefit of all Owners of Lots in the Subdivision and all subdivisions or phases added hereto. Additional Lots and Common Areas may be annexed to the Subdivision by Declarant without the consent or approval of the Association or any of its Members or any Owner. Additional Lots and Common Areas annexed to the Subdivision shall not be subject to the control of the Association until such time as ninety-five per cent (95%) of the Lots in such added subdivision have been sold to persons other than Builder, or sooner in the Declarant's sole discretion. Annexation by action of the Association shall require the consent of two-thirds (2/3) of its Members.

Section 5. Assignment or Transfer of Rights and Powers.

Except as expressly limited by the Declaration, the Declarant reserves the right to assign to the Association, in whole or in part, from time to time, any or all of the rights, powers, titles, easements and estates hereby reserved or given to the Declarant, including the right and power to approve or disapprove any use, act, proposed action, or any other matter or thing. Any such assignment or transfer shall be made by appropriate instrument, in writing, and such assignee shall thereupon have the same rights and powers, and be subject to the same obligations and duties as herein given, reserved to and assumed by the Declarant in connection with the rights, powers and easements so assigned, and such instrument when executed by such assignee shall, without further act, release the Declarant from all obligations, duties and liabilities in connection therewith. The Declarant shall assign or transfer all such rights and powers no later than upon sale of ninety-five per cent (95%) of all Lots in the Subdivision to persons other than Builders, except for appointment of members of the Architectural Control Committee, which shall be transferred to the Association in accordance with Article VI, Section 1.

Section 6. Appointment of Declarant as Attorney-in-Fact.

All Owners, their successors and assigns hereby irrevocably appoint the Declarant as their agent and attorney-in-fact for the purpose of executing any document necessary to allow Declarant to do any thing which Declarant is entitled to do under the terms of this Declaration.

Section 7. Additional Signatories.

Notwithstanding anything contained in the Declaration of Restrictions to the contrary, Comerica Bank, Inc., the Mortgagee under a certain Mortgage recorded in Liber Pages to Washtenaw County Records, is not an Owner or Grantee, and joins in the execution of this Declaration of Restrictions solely for the purpose of subordinating its interest as Mortgagee to the restrictions granted herein.

IN WITNESS WHEREOF, the undersigned, having obtained the consent of all of the parties with an ownership interest or security interest in the subdivision, has executed this Declaration on the 14th day of December, 1993 or the dates set forth in their respective acknowledgements.

WITNESSED:

DECLARANT:

Anita L. Cagle
Anita L. Cagle
Anita L. Cagle
Anita L. Cagle

TRI-MOUNT/ASHFORD VILLAGE DEVELOPMENT CO., INC., a Michigan Corporation
BY: John Vincenti, President
BY: Domenic Mancinelli, Vice-President

Phyllis D. Washington
Phyllis D. Washington
Mary Rocha
Mary Rocha

COMERICA BANK, INC.
BY: James Nowicki, Assistant Vice President aka J. Nowicki
BY: _____

STATE OF MICHIGAN)
COUNTY OF Washtenaw)

The foregoing instrument was acknowledged before me this 14th day of December, 1993, by John Vincenti, President and by Domenic Mancinelli, Vice-President of TRI-MOUNT/ASHFORD VILLAGE DEVELOPMENT CO., INC., a Michigan Corporation, for and on behalf of said corporation.

[Signature]
Notary Public, _____ County, Michigan
My commission expires: _____

16
16
MAREN S. GOWER
Notary Public, Washtenaw County, MI
My Commission Expires June 7, 1995
Address: _____

STATE OF MICHIGAN)
) SS
COUNTY OF Wayne)

The foregoing instrument was acknowledged before me this 11th day of December, 1993, by JAMES NOWAKI and _____, the Assistant Vice President and _____, respectively, of Comerica Bank, Inc., for, on behalf of and with authority of said banking institution.

Kathleen M. Brock
Notary Public, Wayne County, Mich.

My commission expires: 1-8-97

This instrument drafted by and after recording return to:

CHARLES G. TANGORA, ESQ.
33300 Five Mile Road - Suite 210
Livonia, MI 48154
422-5900

KATHLEEN M. BROCK
NOTARY PUBLIC-WAYNE COUNTY, MICH
MY COMMISSION EXPIRES 1-8-97

EXHIBIT A

BEGINNING at the South 1/4 corner of Section 24, T3S,
 R6E, Pittsfield Township, Washtenaw County, Michigan; thence
 N00°22'00"W 1310.13 feet along the North and South 1/4 line of said
 Section and centerline of Crane Road; thence N89°38'00"E 160.00
 feet; thence N79°21'40"E 62.10 feet; thence N51°20'10"E 70.00 feet;
 thence N41°19'40"E 66.80 feet; thence N51°30'20"E 90.00 feet;
 thence S50°48'05"E 117.09 feet; thence S34°25'15"E 68.48 feet;
 thence S47°51'35"E 125.38 feet; thence S44°38'00"W 95.00 feet;
 thence Southerly 36.89 feet along the arc of a 274.42 foot radius
 circular curve to the right, through a central angle of 07°42'05",
 having a chord which bears S37°41'30"E 36.86 feet; thence
 N50°42'10"E 110.00 feet; thence N77°16'30"E 75.89 feet; thence
 S79°55'30"E 75.89 feet; thence S62°01'50"E 74.78 feet; thence
 S38°53'20"E 74.78 feet; thence S19°03'15"E 74.78 feet; thence
 S04°05'15"W 74.78 feet; thence S23°55'20"W 74.78 feet; thence
 S47°03'50"W 74.78 feet; thence S69°04'15"W 55.05 feet; thence
 S89°37'30"W 56.05 feet; thence S00°22'00"E 371.69 feet; thence
 S38°32'00"E 44.25 feet; thence S69°21'55"E 43.21 feet; thence
 S89°50'30"E 238.16 feet; thence N73°28'55"E 59.12 feet; thence
 N60°23'20"E 69.57 feet; thence N52°09'30"E 62.00 feet; thence
 S82°50'30"E 28.28 feet; thence S37°50'30"E 89.86 feet; thence
 S00°09'10"E 265.55 feet; thence S63°12'40"W 145.38 feet; thence
 N89°50'30"W 100.62 feet; thence S00°09'30"W 132.25 feet to a point
 on the South line of said Section 24; thence N89°13'00"W 1060.44
 feet along said South line to the **POINT OF BEGINNING**. Containing
 50 lots numbered 1 through 50 inclusive and Park Commons (Private)
 and containing 29.22 acres of land, more or less.

 PERRY H. DUNN
 COUNTY CLERK/WASHTENAW

JAN 21 1 32 PM '94

 RECORDED
 WASHTENAW COUNTY, MI