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 G. WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

DECLARATION OF RESTRICTIONS  
(AUTUMN GLEN SUBDIVISION NO. 1)

WHEREAS, the undersigned, CHASE WHITE LAKE, LLC, of 200 E Long Lake Road, Suite 170, Bloomfield Hills, Michigan 48304 ("Declarant") is the owner of certain land located in the Township of White Lake, County of Oakland, State of Michigan, commonly known as The Autumn Glen Subdivision No. 1 (the "Subdivision"), according to a plat thereof (the "Plat") as recorded in Liber 216 of Plats, Pages 16 through 21, Oakland County Records, which includes lots 1 through 49 (individually, a "Lot" and collectively, the "Lots"). *SEE ATTACHED EXHIBIT A*

WHEREAS, the Plat reserved for the private use of the Owners of the Lots the Common Areas (as hereinafter defined);

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values and amenities in the Subdivision and for the maintenance of the Common Areas, and to this end desires to subject the Subdivision and the Common Areas to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Subdivision and each Owner of a Lot therein; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the Subdivision, to create a legal entity to enforce this Declaration in accordance with its terms, to own, maintain and administer the Common Areas, including facilities that may be construed thereon and the entrances to the Subdivision, to collect and disburse the assessments and charges hereinafter created, and to undertake efforts intended to promote the recreation, health, safety and welfare of the Owners and Occupants; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the Declarant, its successors and assigns, future Owners of the Lots, and the Association, the undersigned Declarant, for itself, its successors and assigns, does hereby publish, declare and make known to all intending purchasers and future Owners of the Lots, that the Lots will and shall be used, held, and/or sold expressly subject to the following conditions, restrictions, covenants and agreements which shall be incorporated by reference in all deeds of conveyances and contracts for the sales of the Lots and shall run with the land and be binding upon all grantees of Lots on their respective heirs, personal representatives, successors and assigns

ARTICLE I  
DEFINITIONS

**O.K. - LG**

A. "Association" means The Autumn Glen Homeowners Association, a Michigan non-profit corporation, its successors and assigns.

B. "Builder" means any person or entity designated by Declarant which is engaged in the business of constructing Improvements not for their own use but for resale or pursuant to a contract with another person or entity

C. "Committee" means the architectural control committee for the Subdivision, appointed and maintained in accordance with Article II hereof.

D. "Common Area" means those areas of land within the Subdivision, including the improvements situated thereon, designated on the Plat, as it may from time to time be modified or extended, as common area for the use or benefit of all Owners.

E. "Declarant" means Chase White Lake, LLC, a Michigan limited liability company, and any successor or assign.

F. "Declaration" means this Declaration of Restrictions, as amended from time to time, recorded in the office of the Oakland County Register of Deeds.

G. "Fee Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including a lot in any subsequent and contiguous additions to the Subdivision where title to the addition is traceable to the Declarant, but excludes those having a security interest in a Lot to secure the performance of an obligation or a lien upon a Lot arising pursuant to a statute or under a rule of law.

H. "Improvement" means any dwelling, garage, outbuilding, fence, walk, deck, pool, landscaping or other improvement constructed upon a Lot or change or alteration to any of the foregoing by any person or entity other than the Declarant, except where explicitly stated.

I. "Lot" means any numbered lot shown on the Plat or on any subsequent and contiguous additions to the Subdivision where title to the addition is traceable to the Declarant.

J. "Occupant" means each person that is occupying a dwelling upon a Lot, provided such occupancy is in compliance with the Declaration and the zoning ordinance of the Township for the Subdivision.

K. "Owner" means the Fee Owner and the land contract purchaser of a Lot, whether one or more persons or entities, but excludes those having a security interest in a Lot to secure the performance of an obligation or a lien upon a Lot arising pursuant to a statute or under another rule of law.

L. "Township" means the Township of White Lake and the political subdivisions thereof.

Other capitalized terms used herein that are not defined above shall have the meanings given to such terms elsewhere in this Declaration.

## ARTICLE II ARCHITECTURAL CONTROL

A. Committee Members. The Committee is initially composed of three (3) persons appointed by the Declarant, Phillip Wm. Fisher, Gary Wm. Menzel, and Gary Peterson. The Declarant shall continue to have the power to appoint members of the Committee until such time as Declarant is no longer an Owner. After Declarant is no longer an Owner, then the Architectural Control Committee shall be expanded to five (5) persons, three (3) of which shall be appointed by Declarant and the remaining two (2) to be elected by the



Association Each member of the Committee shall serve for a period of one (1) year, unless terminated prior to the end of one (1) year term, which the appointing body (Declarant or the Association) may do in its sole discretion. The term shall commence on January 1st of each year and expire on December 31st of the same year. If the Association fails to appoint a member, the seat will remain vacant until an appointment is made and the vacant seat shall not be included when determining quorums, majorities or percentages. If, prior to the date Declarant ceases to be an owner, Declarant fails to appoint new members, Declarant shall be deemed to have reappointed Fisher, Menzel and Peterson. If, after Declarant ceases to be an Owner, it fails for two (2) consecutive years to make any of its appointments to the Committee, its power to make appointments shall terminate and the Committee will be reduced to three (3) members for the remainder of the term of this Declaration, with the third member of the Committee to be selected by the Association.

B. Approval of Plans and Specifications. No improvement shall be commenced, erected or maintained on any Lot, nor shall any exterior change or alteration be made to an existing Improvement until the plans and specifications showing the nature, kind, size, shape, height, colors, materials, topography and location of the same on a Lot shall have been submitted to and approved in writing by the Committee, which approval will be granted in accordance with standards established by the Committee in its sole discretion, including those set forth in Paragraph F below, provided, however, any Builder engaged in the construction of single family residence upon a Lot shall not have to submit a site plan showing the location of the residence other than as required by the Township unless requested by the Declarant.

C. Preliminary Plans. Prior to submitting plans and specifications for final approval, preliminary plans and specifications may first be submitted to the Committee for preliminary approval. If the preliminary materials are disapproved or approved subject to conditions, the Committee shall state in writing the reasons for the disapproval or the conditions to be met. The Committee will use all reasonable efforts to issue its decision within fifteen days (15) after receipt of the plans and specifications required hereby.

D. Materials Required. Plans and specifications submitted to the Committee for final approval shall include two (2) sets of the following:

- (i) Complete plans and specifications sufficient to secure a building permit from the Township including a dimension plat plan showing Lot and placement of Improvements, construction easements, and clearly designating any trees to be removed or cleared.
- (ii) Front elevation, side elevations and rear elevation of all Improvements.
- (iii) A perspective drawing of the Improvements if deemed necessary by the Committee to interpret adequately the exterior design.
- (iv) Data as to size, materials, colors and texture of all exteriors including roof coverings, fences (if any) and walls.

E. No Violations. No approval by the Committee shall be valid if the Improvement violates any restrictions set forth in Article III and IV of this Declaration, except in cases where waivers have been expressly granted as provided for in this Declaration.

F. Approval Standards. The Committee may disapprove plans because of noncompliance with any of the restrictions set forth in Article III and IV of this Declaration, or because of reasonable dissatisfaction with the grading and drainage plan, the location of the structure on the Lot, the materials used, the color scheme, the finished design, proportions, shape, height, style, or appropriateness of the proposed improvement or alteration or because of any matter or thing, which in the reasonable judgment of the Committee, would render the proposed improvement or alteration inharmonious or out of keeping with the objectives of the Committee or with improvements erected on other Lots in the Subdivision. All Owners,



by accepting ownership of their Lot, acknowledge that the primary purpose for providing for architectural control is to insure and the proper harmonious development of the Subdivision in order to maximize the aesthetic beauty of the Subdivision and its blending with the surrounding area, and to enhance the feeling of community. To this end, Declarant or the Committee, as the case may be, shall be deemed to have broad discretion in terms of determining what dwellings, fences, walls, hedges, structures or improvements will be permitted and are in keeping with the aesthetic beauty and desirability of the Subdivision and are otherwise consistent with the purposes of this Declaration.

G. Timely Approval or Disapproval In the event the Committee fails to approve or disapprove plans within ten (10) days after submission, then such approval will not be required, but all other limitations, conditions and restrictions set forth in this Declaration shall apply and remain in force as to such plans and specifications and the Improvements to be constructed pursuant thereto. That is to say, if the proposed Improvement would violate this Declaration, the proposed Improvement may not be undertaken even though the Committee does not disapprove the plans and specifications within the ten (10) day period.

H. Evidence of Approval Committee approval shall be deemed given if the plans and specifications submitted for final approval are marked or stamped as having been approved by the majority of the Committee, and are dated and signed by a majority of the members of the Committee who were validly serving on the Committee on the date of such approval; provided, however, if to grant the final approval, the Committee must waive or modify any of the restrictions contained in Article III or IV, then the plans and specifications must be approved as required by Paragraph W of Article III and signed by the approving members.

I. No Liability In no event shall either Declarant, the Association or the Committee have any liability whatsoever to anyone for their approval or disapproval of plans, drawings, specifications, elevations or the dwellings, fences, walls, hedges or other structures subject thereto, whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty or otherwise. By way of example, neither Declarant nor the Committee shall have liability to anyone for approval of plans, specifications, structures or the like which are not in conformity with the provisions of this Declaration, or for disapproving plans, specifications, structures or the like which are not in conformity with the provision hereof. In addition, the Committee shall not be required to pass upon any technical aspects of construction on whether construction meets zoning, building codes, safety requirements, municipal ordinances, or requirements including but not limited to tree removal ordinances, laws and regulations. Committee's approval shall merely mean that the plans are in compliance with the intent and purpose of these Restrictions and shall not be construed to imply that the Committee has passed upon any other aspects of the plans, nor shall Committee approval be deemed to imply that the Owner has complied with the requirements of building codes, safety regulations, tree removal regulations or any laws or ordinances of municipalities having jurisdiction over the construction of the home. Owner shall be responsible for compliance with all laws and regulations and shall not look to the Committee for assistance or advice in complying with the same.

J. Assignment of Appointment Powers Declarant may, in Declarant's sole discretion, assign, transfer and delegate its power to appoint members to the Committee to the Association upon such terms and conditions as Declarant and the Association may agree. Declarant may not assign its power of appointment to any person or entity other than the Association.



ARTICLE III  
BUILDING AND USE RESTRICTIONS FOR THE SUBDIVISION

A. Use of Lots. All Lots shall be used for single family residential purposes only, and no Improvement of any kind whatsoever shall be erected, re-erected, moved or maintained on a Lot except one (1) dwelling. Such dwelling shall be designed and erected for occupation by one (1) single family in compliance with the zoning ordinances of the Township for the Subdivision. A private attached garage for the sole use of the Occupants of the Lot upon which said garage is erected shall also be erected and maintained.

B. Character and Size of Buildings. No plan for any dwelling will be approved unless the proposed dwelling has a minimum square footage required by the Township from time to time. In addition, the dwelling must have a minimum of the following square footage: for a one story dwelling (e.g. ranch), a minimum livable main floor area of 1,500 square feet; for a two story dwelling, a minimum livable floor area of 1,200 square feet on the first floor and a total of minimum livable floor area of 2,000 square feet. All computations of livable floor area shall be exclusive of garage, porches, terraces and basements. All garages must be attached. Each garage shall provide space for at least two (2) automobiles. Carports are prohibited.

C. Minimum Yard Requirements. No Improvement on any Lot shall be erected nearer than:

(i) Thirty (30) feet from the front Lot line, unless as otherwise noted on the engineering plans, or otherwise approved by the Township; nor

(ii) Thirty-five (35) feet from the rear Lot line, except for those with greater or lesser setbacks as shown on the engineering plans or as approved by the Township; nor

(iii) As permitted by the zoning ordinances of the Township with regard to the corner and side lines of the Lot.

Approval of a variance by both the Committee and the appropriate committee or board of the Township permitting front, rear, or side yards smaller than the above minimums shall be deemed a valid waiver of this restriction

D. Minimum Width. The minimum dwelling width shall be subject to the discretion of the Committee, which shall attempt to maintain uniform standards throughout the Subdivision.

E. 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 deemed to be household pets by the Committee and the Township may be kept by the Occupant so long as such pets are cared for in a humane manner and are maintained and controlled so as not to be objectionable or offensive to others, as determined by the Committee.

Any dog which is kept outdoors by an Occupant shall be kept either on a leash in the rear yard or in a dog run or pen. Dogs shall not be allowed to run loose or unattended or be tied on the Occupant's Lot and left unattended, and shall be on a leash when beyond the Occupant's Lot. All dog runs or pens to be erected shall be located within the rear yard adjacent to a wall of the dwelling or garage and facing the rear or interior of the Lot, shall not extend beyond the end of the dwelling or garage into the side yard, and shall be approved by the approved by the Committee prior to construction and installation.

F. Fences, Walls, Hedges, Decks, Etc. No fence, wall, or hedge of any kind shall be erected or maintained on any Lot without the prior written approval of the Committee. No fence, wall or hedge shall be maintained or erected which blocks or hinders vision at street intersections. No chain link fence shall

be permitted, except for tennis court enclosure. No fence, wall or hedge shall be erected, grown or maintained in front of or along the front building line of a Lot. No property line fence shall be permitted other than as required with in-ground pool installations. Declarant may install decorative fencing in certain areas as part of its overall landscaping plans. All decks shall be constructed in the rear yard. No deck or associated stair may be located within twenty (20) feet of the rear property line unless specifically approved by the Committee. All decks shall be built in accordance with the Township Ordinance.

G. Easements

(i) Easements for the installation and maintenance of utilities, underground telephone, television, electric and gas lines, television cable, sewer lines, water mains, drainage lines, surface drainage swales, or any other improvements which would serve the residents of the Subdivision, are reserved to Declarant, its successors and assigns, as show on the recorded plat. The use of all or a part of such easements may at any time or times hereafter be granted or assigned by Declarant, its successors or assigns, to any person, firm, corporation, governmental unit or agency which furnished such services or utilities

(ii) No building may be constructed or maintained over or on any easements; however, after the aforementioned utilities have been installed, plantings, fencing (where permitted), or other Lot line improvements shall be allowed, so long as they do not violate the provisions of this Article and do not interfere with, obstruct, hinder or impair the drainage plan of the Subdivision and so long as access be granted, without charge of liability for damages, for the installation and/or maintenance of the utilities, drainage lines and/or additional facilities. This access may be used by Declarant, its successors or assigns, and the entities furnishing the services or utilities without liability for damage done to the landscaping permitted by this subparagraph. No deciduous shade trees or large evergreens may be placed in easements containing storm sewer pipes, sanitary sewer pipes or water mains. Flowers, ornamental trees and shrubs are permitted in such areas. Drainage ditches, swales and retention basins shall be maintained in their originally constructed configuration and storage of earth, grass clippings, brush or debris shall not be allowed to accumulate in drainage easements. Fire hydrants shall be clearly visible from the street with no part of any shrub within five feet of the fire hydrant.

H. Stormwater Management System Maintenance Plan

(i) Responsibility for maintenance:

(a) During construction of the land improvements, it is the Declarant's responsibility to perform maintenance;

(b) Following construction of the land improvements, it will be the responsibility of the Association to perform the maintenance;

(c) Routine maintenance of the stormwater facilities must be completed within 14 days of receipt of written notification that action is required, unless other acceptable arrangements are made with the Township Building Department. Should the Association fail to act within this time frame, the Township may perform the needed maintenance and assess the costs against the Association.

(ii) Source of financing: The Association will assess its members (all Owners of Lots in the development) to pay for all maintenance activities on a continuing basis.

(iii) Maintenance tasks and schedule: Before turning over any portion of the project to the Association, the developer will have the stormwater management system inspected by an engineer to verify grades of the detention and filtration areas and make recommendations for any necessary sediment removal



I. Wells. No well shall be dug, installed or constructed on any Lot. However, the Declarant shall have the right to dig, install or construct wells as necessary in the common areas for irrigation or other amenities.

J. Temporary Structures. Trailers, shacks, sheds, barns, and temporary structures of any nature whatsoever, are expressly prohibited and no temporary occupancy shall be permitted in unfinished dwellings. However, the erection on a Lot of a temporary storage building for materials and supplies to be used by a builder in the construction of a dwelling upon such Lot is permitted provided the same is removed upon completion of the dwelling.

K. Sales Agency and/or Business Office. Notwithstanding anything to the contrary elsewhere set forth herein, Declarant and Builder may construct and maintain a sales agency and a business office on any Lot which Declarant may select, or may use a model house for such purposes, and Declarant and Builder may continue to do so until such time as all of the Lots in which Declarant or Builder have an interest are sold by them. Model home and sales office locations must be approved by the Declarant and may be subject to approval by the Township. Prior to the completion of the model home, a temporary sales trailer may be utilized by the Builder, providing the prior approval of the Township is received.

L. Lease Restrictions. No Owner or Occupant of any Lot shall lease and/or sublease less than the whole of all Improvements on any Lot and all leases shall have a term of at least one (1) year.

M. Exterior Surface of Dwellings. The visible exterior of walls of all Improvements shall be made of wood, brick, brick veneer and/or stone, or other materials as specifically approved by Declarant, in any combination. Stucco and/or ledge rock may also be used (but such use is not required), so long as these materials do not exceed fifty (50%) percent of the total of all visible exterior walls. The use of cement block, slag, cinder block, imitation brick, asphalt, and/or any type of aluminum siding is expressly prohibited. Windows and doors shall not be included in calculating the total area of visible exterior walls.

N. Signs. No sign or billboard shall be placed, erected, or maintained on any Lot except one sign advertising the Lot, or the Improvements and the Lot for sale or lease, which sign shall have a surface area of not more than five (5) square feet, and the top of which shall not be more than three (3) feet above the ground. All signs shall have been constructed and installed in a professional manner, kept clean and in good repair during its display on a Lot, and shall in no event be placed nearer than thirty five feet from the front Lot line. The provisions of this paragraph shall not apply to signs installed or erected on any Lot by Declarant or any Builder during the initial construction of Improvements, or during the period a dwelling is used as a model or for display purposes. The Committee must approve in advance the colors of all signage.

O. Destruction of Building by Fire, Etc. Any debris resulting from the destruction in whole or part of any Improvement on any Lot shall be removed with all reasonable dispatch from the Lot to prevent an unsightly condition.

P. Landscaping. Upon the completion of a dwelling on a Lot, the Owner or Occupant thereof (but not the Declarant or Builder thereof), shall cause the Lot to be finish-graded and sodded in the front yard, and the streetside side yard of corner lots; the rearyard, and interior lot side yards may be seeded; and suitable landscaping installed as soon after the purchase of the Lot from Declarant or Builder thereof as weather permits, but in no event later than six (6) months after occupancy. The Lot shall be kept reasonably free of weeds by the Owner or Occupant thereof. All landscaping and lawns shall be well-maintained at all times. Reseeding shall be done as necessary to insure adequate growth and aesthetic appearance. Any variance to the sodding requirement set forth herein must be approved in writing by the Committee. Erosion of soil from uncompleted Lots and the associated area between the Lot and street must be contained so as to not run into the street or onto other Lots.

Q. Driveways. All driveways shall be constructed of concrete paving material. The initial plans, submitted to the Committee in accordance with Article II hereof, shall designate the location of the driveway and the building materials to be used.

R. Home Construction/Brick Ledges. Drop brick ledges shall be utilized on construction of the dwellings where appropriate to minimize fill

S. Fertilizer Usage Restriction. Due to the sensitivity of ground and surface waters in the Subdivision and surrounding area, fertilizer mixes shall be limited to the following maximum rate ranges:

Nitrogen	10 - 30
Phosphorous	0 - 1
Potassium	0 - 6

If the Township has, or in the future adopts, a formal fertilizer ordinance, the ordinance maximum application range shall apply. It is the intent of this restriction to apply only if no ordinance is in effect

#### I. General Conditions.

(i) 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 on a Lot except in sanitary containers located on each Lot properly concealed from public view, which will be emptied as necessary and be properly maintained. Sanitary containers shall not be left along the roadway or in the front yard of any Lot for more than twenty-four hours in any one week.

(ii) No housetrailer, commercial vehicles or equipment, boat trailers, boats, camping vehicles or camping trailers may be parked on or stored in front or side yard of any Lot, unless stored fully enclosed within an attached garage. Commercial vehicles and trucks shall not be parked in the Subdivision or on any Lot therein unless parked fully enclosed within an attached garage, or except while making deliveries or pickups in the normal course of business. However, a construction trailer may be maintained by each Builder in a location designated by Declarant during the period when new dwellings are under construction in the Subdivision by the Builder, provided the construction trailer is kept in a clean and sightly condition at all times.

(iii) No laundry shall be hung for drying so as to be visible from the street on which the dwelling fronts, and in the case of Lots on a corner, laundry shall not be hung so as to be visible from the streets on which the dwelling fronts and sides.

(iv) All dwellings shall be equipped with electric garbage disposal units in the kitchen.

(v) The grade of all Lots in the Subdivision may not be changed without the written consent of the Declarant. This restriction is intended to prevent interference with the master drainage plans for the Subdivision.

(vi) No "through the wall" air conditioners may be installed on the front wall or side walls, or in any front or side windows of any dwelling.

(vii) Outside compressors for central air conditioning units must be located in the rear yard and must be installed and maintained and screened in such a manner so as to create no nuisance to the Occupants of adjacent dwellings

(viii) No swimming pool may be built which is higher than one (1) foot above the existing Lot grade. No above ground swimming pools shall be erected or maintained on any Lot.



(ix) To preserve the architectural integrity of the Subdivision, each Owner shall be responsible for restraining any exterior wood siding of their home as may be necessary. No change from the original color(s) shall be permitted unless approved by the Committee.

(x) No part of any Improvement shall be used for any business activity.

(xi) No outside television antenna or other antenna or similar device shall be placed, constructed, altered or maintained on any Lot or Improvement unless the Committee determines, in their sole discretion, that the absence of any such device creates a hardship for the Occupant of the Lot. Small aerial saucers may be permitted, with proper screening, at the discretion of the Committee.

(xii) It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unsightly, or unkept condition of Improvements or grounds on each Owner's Lot. This responsibility shall also apply to Builders during the construction period of a dwelling on a Lot. No lawn ornaments, sculptures or statues shall be placed or permitted to remain on any Lot.

(xiii) No noxious, offensive or illegal activities shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the Owners or Occupants of the Subdivision, as determined by the Committee.

(xiv) No Lot shall be subdivided or its boundary lines changed except with the consent of the Declarant.

(xv) Declarant hereby expressly reserves to itself the right to replat any two (2) or more Lots shown on the Plat to create a modified Lot or Lots and to take such other steps as reasonably necessary to make such replatted Lots suitable and fit as a building site, including, but not limited to, the relocation of easements, walk-ways, and rights-of-way to conform to the new boundaries of the replatted Lots.

(xvi) No Owner or Occupant shall permit any motorized vehicle which is not in operating condition or not being used on a regular basis for transportation to be parked on its Lot unless such vehicle is completely enclosed in the attached garage.

(xvii) Each Owner shall install suitable window treatments within three (3) months of occupancy. No items shall be used to cover windows which are not specifically designed for such purpose.

U. Enforcing Authority. The provisions contained in this Article III and those contained in Article IV below shall be interpreted and enforced by the Committee in its sole discretion in accordance with standards established by the Committee. Every restriction contained in this Declaration may be waived by the Committee, in its sole discretion, provided it does so in writing and such waiver may only be granted on a case by case basis. Consequently, if the Committee desires to modify a restriction as it applies to all Lots, it must obtain an amendment to this Declaration as provided below. To waive a restriction contained in this Declaration, a majority of the Committee must vote in favor of the waiver; however, with respect to the restrictions described in Paragraphs A, B, C, G, I, K, N, and I (i), (ii), (iii), (vi), (vii), (viii), (xi), (xii), (xiv) and (xv), at least sixty-six (66%) percent of the Committee must vote in favor of the waiver to be granted. Consent must be received from the Township for any waiver, amendment or termination of any of the following restrictions: (i) Article III, Section G (iii); (ii) Article III, Section S; (iii) Article III, Section I (v); (iv) Article IV and (v) Article (VI) Section B.



#### ARTICLE IV TREE PRESERVATION

A. General Requirement for All Lots. All construction shall be carried out in strict compliance with all tree preservation laws, rules, and regulations of the Township and other governing authorities.

No tree located outside of the construction area of a lot measuring four (4) inches or more in diameter at a point four (4) feet above its base (a "major tree") may be removed without the written approval of the Committee. Prior to commencement of construction, the Owner of the particular Lot shall submit to the Committee, as part of its plans and specifications to be approved by the Committee, a plan for preservation of major trees in connection with the construction process. It shall be the responsibility of the Owner to maintain and preserve all major trees on the Owner's Lot, which responsibility includes welling trees, if necessary. An Owner may remove trees on their Lot which are situated within the area to be used for the construction of the dwelling, provided the plans for the dwelling have been approved by the Committee. The area to be used for construction of a dwelling shall include all areas within ten (10) feet of the outer walls of the dwelling and the area within a driveway, utility easement, or right-of-way. Prior to and during construction of a dwelling upon a Lot, the Owner shall take precautions to protect major trees inside or within 25 feet of the dwelling being constructed. These precautions shall include additional watering and fertilizing of major trees to reduce shock and installation of snow fencing around the drip lines of major trees to protect them against soil erosion and root and other damage from clearing and earth compaction.

Notwithstanding anything contained herein to the contrary, the Owner shall be responsible for strictly complying with the ordinances and laws of the Township or any other municipality having jurisdiction over the Subdivision with respect to tree preservation and tree removal. Each Owner should familiarize himself with the ordinances, rules and regulations of the Township and any other municipality having jurisdiction over the Subdivision pertaining to tree preservation and tree removal prior to commencement of construction.

#### ARTICLE V HOMEOWNERS ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Establishment of Non-Profit Corporation. Declarant will organize the Association of Owners to be known as THE AUTUMN GLEN HOMEOWNERS ASSOCIATION. The Association shall be organized as a non-profit corporation for a perpetual term under the laws of the State of Michigan and shall have such powers as are enumerated in this Declaration as well as those to be set forth in the corporate By-Laws for the Association.

B. Dedication of Common Area. Promptly after organizing the Association, Declarant shall dedicate and convey to the Association for the sole benefit of each Fee Owner of a Lot in the Subdivision a right and easement of enjoyment in and to any Common Area. Title to the Common Area shall vest in the Association. Said easements 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. The Association shall be responsible for maintaining the Common Areas. The use of the Common Area shall be restricted to the Fee Owners; however, any Fee Owner may delegate, in accordance with the By-Laws for the Association, his right of enjoyment to the Common Area and associated facilities to an Owner or Occupant of the Lot. The Association shall be responsible for insurance and maintenance of the common areas and easements, and the Association shall have the right to assess the homeowners for all costs and expenses related to such insurance and maintenance. The Association shall be responsible along with Declarant for all duties and responsibilities of Declarant to the Township and other governmental authorities, and in particular responsibilities related to the easements and common areas.

C. Association Property Rights - Common Area. The rights and easement of enjoyment of each Fee owner in and to the Common Area shall be subject to the following prior rights of the Declarant and the Association:



(i) Declarant and the Association may agree from time to time to increase or reduce the size of the Common Area, subject to the approval of the Township, or to grant easements through it to permit the installation of any utility lines, television cable, drainage facilities or any other improvements to the Lot or the Subdivision. No such dedication, grant or transfer shall be effective unless an instrument agreeing to such dedication, grant or transfer signed by two-thirds (2/3rds) of the members of the Association has been recorded, and approval received from the Township as may be necessary.

(ii) The right of the Association to levy and collect assessments, as set forth in Section E hereof.

D. Membership and Voting Rights. Every Fee Owner shall be a mandatory member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. All Fee Owners shall be entitled to one (1) vote for each Lot they own. When more than one (1) person is a Fee Owner of a Lot, all such persons shall be members of the Association, the vote for such Lot may be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one Lot. Declarant may turnover control of the Association to the members of the Association at any time at which the Fee Owners shall assume control of the Association and elect its Board of Trustees.

E. Membership Fees and Purpose. To pay the cost of carrying out its responsibilities hereunder, the Association may levy fees, dues or assessments on each Lot in the Subdivision, whether or not the Fee Owner of the Lot is an active member of the Association; however, if the Fee Owner of a Lot is the Declarant on the first day of the month in which an assessment or portion thereof is to be collected, then the assessment for such Lot shall not be collected by the Association for that month and the uncollected amount shall be forgiven by the Association. All fees, dues or assessments shall be charged equally to each Lot that is eligible and may be enforced through the lien provided for in Section G of this Article or by any other lawful means of collecting debts.

The fees, dues or assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Occupants in the Subdivision, and in particular for the improvement and maintenance of the Common Areas, the facilities thereon, and other property under the control of the Association, for planting and maintenance of trees, shrubs and grass; for the operation and maintenance of recreational facilities (including but not limited to the park area); for maintenance of the pond areas and any associated fountains and wells; for caring for vacant Lots for which the Fee Owner is not Declarant; for maintaining the sanitary sewer lift station serving the Subdivision; and for providing community service.

Anything contained herein to the contrary notwithstanding, there shall be no fees, dues or assessments for any Lot until the Lot is purchased from Declarant or a Builder has started construction on such Lot. Notwithstanding anything contained herein to the contrary, a Builder shall not be responsible for any fees, dues or assessments with respect to any Lot until the earlier of: (I) the date the Builder acquires title to such Lot from Declarant, or (II) the date the Builder commences construction of a home on any such Lot.

The initial annual assessment shall be \$375.00 per Lot.

F. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy against each Lot a special assessment, applicable to a stated term only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any improvement upon the Common Area and other areas under the control of the Association, provided that any such assessment shall have the assent of three-fifth (3/5ths) of the votes of members who are voting in person or by proxy at a meeting duly called for that purpose. These special assessments shall not be collected from Declarant on Lots for which they are the Fee Owner.

G. Liens. Any fees, dues or assessments established by the Association, and any amounts or expenses incurred in enforcing the restrictions contained in this Declaration, including attorney's



fees, shall constitute a lien on the Lot of each Fee Owner, other than Declarant, who is deemed the party responsible for such fees or expenses. The Association may enforce the lien by recording appropriate instruments confirming the existence of the lien and foreclosing the lien by appropriate legal action. In such legal action, a court of competent jurisdiction shall be empowered to order a sale of the Lot subject to the lien to satisfy the lien. The lien shall be subordinate and junior to the lien of any first mortgage securing a loan for the acquisition or improvement of the Lot which is subject to lien.

H. Association By-Laws. Any sale or purchase of a Lot in the Subdivision shall be subject to the By-Laws for the Association, and each Fee Owner agrees to abide by and observe such By-Laws and to cause each owner and Occupant of its Lot to do the same. The By-Laws of the Association may be amended only upon the affirmative vote of three-fourths (3/4ths) of the Fee Owners of the Lots, but such amendment or modification shall not have a retroactive effect.

I. Indemnification of Declarant. In consideration for the conveyance of the Common Areas by Declarant to the Association, the Declarant will require the Association to agree that, upon recording of the conveyance instrument, the Association will thereafter during the term of this Declaration indemnify and hold harmless the Declarant, its partners and their shareholders and officers from and against any and all liability, loss, damage or expense of any kind or description whatsoever sustained or suffered by any of them or to which any of them may be subjected by virtue of any claim, suit, allegation or action arising from any personal injury or property damage sustained by any party, including Owners, Occupants and their guests, invitees and licensees, on the Common Areas or during the use of any of the improvements on the Common Area, except for personal injury or property damage arising solely from the gross negligence or willful misconduct of a party indemnified hereunder. Each Fee Owner as a member of the Association, acknowledges this indemnity and hereby agrees to its terms.

J. Association Maintenance Responsibilities. The Association shall be responsible for maintenance of street lighting if installed in the Subdivision (and in the event same is not maintained by Detroit Edison Company) and all charges for such street lighting, landscaping for and maintenance of street islands, maintaining all drainage facilities not within the public right of way and maintaining the sanitary sewer lift station serving the Subdivision.

#### ARTICLE VI SPECIAL AREAS EASEMENT AREAS

A. Berm Easement and Maintenance. Any berms and/or other landscaping constructed in common areas or along perimeter roadways shall be maintained by the Association. Easement rights for maintenance shall be provided

B. Easement for Drainage and Retention. The area designated for drainage and retention on the Plat shall be used solely for that purpose. No Owner or Occupant shall interfere with the drainage and retention area. As noted above, no deciduous shade trees or large evergreens may be placed in easements containing storm sewer pipes, sanitary sewer pipes or water mains. Flowers, ornamental trees and shrubs are permitted in such areas. Drainage ditches, swales and retention basins shall be maintained in their originally constructed configuration and storage of earth, grass clippings, brush or debris shall not be allowed to accumulate in drainage easements. Fire hydrants shall be clearly visible from the street with no part of any shrub within five feet of the fire hydrant.

#### ARTICLE VII GENERAL PROVISIONS

A. Term. This Declaration shall be in full force and effect for an initial period of thirty (30) years from the date hereof, and thereafter for successive periods of twenty-five (25) years unless terminated by the affirmative vote of at least seventy-five (75%) percent of the members.



B. Run with the Land The provisions of this Declaration shall run with and bind the land within the Subdivision, including the Lots, during the term of this Declaration. Declarant, the Association, each Fee Owner of a Lot from time to time, and all of their successors or assigns, shall have the right, jointly and severally to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, this Declaration and/or any of the restrictions contained herein, in addition to the right to bring a legal action for the damages. Whenever there shall have been built, erected or constructed upon any Lot or any Improvement which is and remains in violation of this Declaration for a period of thirty (30) days after receipt of written notice of such violation from Declarant of the Association, or either of their successors or assigns, then the notifying party shall have, in addition to the foregoing rights, the right to enter upon the Lot where such violation exists and summarily abate or remove the same at the expense of the Owner whose Lot is in violation, and such entry and abatement or removal shall not be deemed as trespass. In no event shall the failure of any party entitled to enforce any provision of this Declaration as to a particular violation be deemed to be a waiver of the right to do so as to any subsequent violation, nor shall any such party assume any liability to any person or entity of whatsoever kind or nature for its or their failure to enforce any provision of this Declaration.

C. Severability Invalidation of any covenant, restriction, paragraph or section of this Declaration by judgment or court order shall in no way affect any other covenant, restriction, paragraph or section of this Declaration, which shall remain in full force and effect.

D. Amendments This Declaration may only be amended during the first thirty (30) year period by an instrument signed by not less than ninety (90%) percent of the Fee Owners and thereafter, by an instrument signed by not less than seventy five (75%) percent of the Fee Owners. in no event may the provisions of Article II A. or Article III V. be amended without the consent of Declarant, which consent may be withheld in Declarant's sole discretion. Any amendments must be recorded with the Washtenaw County Register of Deeds. Consent must be received from the Township for any amendment or termination of any of the following restrictions: (i) Article III, Section G (iii); (ii) Article III, Section S; (iii) Article III, Section S (v); (iv) Article IV and (v) Article VI, Section B.

E. Assignment of Rights and Powers Any or all of the rights and powers, titles, easements and estates hereby reserved by or given to Declarant may be assigned by it to the Association upon such terms and conditions as Declarant and Association may agree. Any such assignment or transfer shall be made by appropriate written instrument in which the Association shall join for the purpose of evidencing its consent to the acceptance of such powers and rights, and Association shall thereupon have the same rights and powers and be subject to the same obligations and duties as herein reserved by or given to and assumed by Declarant. Such instrument, when executed by the Association, shall without further act release Declarant from the obligations and duties in connection therewith.

F. Address Each Fee Owner of a Lot shall provide its correct mailing address to the Association, and shall notify the Association promptly in writing of any subsequent change of address.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed this 29<sup>th</sup> day of September, 2000.

WITNESSETH:

DECLARANT:

CHASE WHITE LAKE, LLC,  
a Michigan limited liability company

By: Fisher Realty LLC, Member

*Lisa Mindick*  
*Lisa Mindick*  
Print Name: *Lisa Mindick*  
*Melissa D. Cragg*  
*Melissa D. Cragg*  
Print Name: *Melissa D. Cragg*

By: *[Signature]*  
Phillip Wm. Fisher, Manager

*Jane K. Rousseau*  
Print Name: JANE K. ROUSSEAU  
*Elizabeth M. Courtney*  
Print Name: ELIZABETH M. COURTNEY

And By: *[Signature]*  
Gary Wm. Menzel, Member

Consented to as Mortgagee, only,  
and in no other capacity:

COMERICA BANK

*Kathleen M. Brock*  
Print Name: Kathleen M. Brock  
*Julie Tidmarsh*  
Print Name: Julie Tidmarsh

By: *[Signature]*  
Kurt Strehlke, Vice-President  
Coamerica Bank  
One Detroit Center  
500 Woodward Avenue  
Detroit, Michigan 48226



STATE OF MICHIGAN )  
 ) SS  
COUNTY OF WAYNE )

On this 29th day of September, 2000, before me, a Notary Public, personally appeared Phillip Wm. Fisher, as the Manager of Fisher Realty LLC, a Member of Chase White Lake LLC, and Gary Wm. Menzel, a Member of Chase White Lake LLC, who each after being first duly sworn, acknowledged the foregoing Declaration to be the free act and deed of the Company

Jane K. Russell  
Notary Public, WAYNE County, (ACTING IN OAKLAND COUNTY)  
Michigan  
My Commission Expires: 1-9-2005

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF Wayne )

On this 29th day of September, 2000, before me, the subscriber, a Notary Public in and for said County, personally appeared Kurt Strehlke, Vice President of Comerica Bank, who being by me duly sworn did say that said instrument was signed on behalf of Comerica Bank as Mortgagee only, and in no other capacity.

Kathleen M. Brock  
Notary Public, \_\_\_\_\_ County,  
Michigan  
My Commission Expires: \_\_\_\_\_

Drafted By and  
When Recorded, Return To:

KATHLEEN M. BROCK  
NOTARY PUBLIC - WAYNE COUNTY, MI  
ACTING IN \_\_\_\_\_ CO., MI  
MY COMMISSION EXP: 08/21/2001

Gary Wm. Menzel  
200 East Long Lake Road  
Suite 170,  
Bloomfield Hills, Michigan 48304

U:\WPFILES\Revised 092800 Declaration of Restrictions (Autumn Glen).doc

## "EXHIBIT A"

Autumn Glen Sub. No. 1, part of the Northeast 1/4 of Section 36, T. 3 N., R. 8 E., White Lake Township, Oakland County, Michigan beginning at a point, said point being distant S. 00°17'41" E., 648.55 feet along the East line of said Section 36, from the Northeast corner of said Section 36; thence from said point of beginning continuing along said East Section line S. 00°17'41" E., 686.26 feet to point 'A', the beginning of an intermediate traverse line; thence S. 89°26'44" W., 21 feet more or less to the water's edge of a pond; thence Northerly along said pond 153 feet more or less; thence S. 89°26'44" W., 20 feet more or less to point 'B', the end of an intermediate traverse line, said point 'B' being located from said point 'A' the following two courses along said intermediate traverse line N. 30°06'13" W., 120.70 feet and S. 26°46'50" W., 118.20 feet to said point 'B'; thence S. 89°26'44" W., 2,542.84 feet in part along Bocovina Homesites, Oakland Co. Condominium Sub. Plan No. 754, as recorded in Liber 12457 Page 419, Oakland County Records and in part along Bocovina Countryside Condominium Homes, Oakland Co. Condominium Sub. Plan No. 755 as recorded in Liber 12457, Page 493 Oakland County Records; thence N. 00°12'05" W., 2.63 feet along the North and South 1/4 line of said Section 36; thence S. 88°34'14" E., 0.53 feet; thence N. 00°05'15" W., 451.91 feet; thence N. 89°54'45" E., 161.00 feet; thence N. 00°05'15" W., 35.13 feet; thence N. 89°54'45" E., 1,631.18 feet; thence N. 14°43'10" W., 81.13 feet; thence N. 75°16'50" E., 107.24 feet; thence N. 89°09'47" E., 83.46 feet; thence 53.40 feet along an arc of a curve to the right, radius 330.00 feet, central angle 09°16'16", chord length 53.34 feet and a chord bearing of N. 16°23'33" E.; thence 4.64 feet along an arc of a curve to the left, radius 270.00 feet; central angle 00°59'07", chord length 4.64 feet and a chord bearing of N. 20°32'08" E.; thence S. 69°57'26" E., 208.52 feet; thence N. 26°11'07" E., 138.56 feet; thence N. 89°25'22" E., 420.77 feet to the point of beginning, consisting of 3 private parks, 49 lots, numbered 1-49, inclusive and containing 32.31 acres as measured to the water's edge of the unnamed pond.

Pt 12-36-200-002 = NE 1/4  
 Pt 12-36-200-021 = NE 1/4  
 12-36-200-022 = NE 1/4