

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

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THIS DECLARATION made on the date hereinafter set forth by Republic Development Corporation, a Michigan corporation, hereinafter referred to as "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the Township of West Bloomfield, County of Oakland, State of Michigan, which is more particularly described on Exhibit A attached hereto and made a part hereof.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to West Bloomfield Woods Homeowners Association, a Michigan non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee title to any lot shown on the recorded plat of any subdivision of all or any portion of the land described on Exhibit A, including land contract purchasers and excluding Land Contract vendors; provided, however, that during the period that any Land Contract is in force between Declarant and any purchaser from the Declarant who is acquiring a lot

Prepared by:
James M. Ginn
20833 Southfield Road
Southfield, MI 48075

When recorded return to:
Republic Development Corporation
31275 Northwestern Highway, Suite 100
Farmington Hills, Michigan 48018
Attn: Helen Greenstein

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or lots for the purpose of constructing a home or homes thereon for sale to another, the Declarant shall be deemed to be the owner of any such lot or lots.

Section 3. "Subdivision" shall mean and refer to all of that portion or portions of the land described on Exhibit A which comprise a recorded plat.

Section 4. "Park area" shall mean any land so designated on any plat of all or any portion or portions of the land described on Exhibit A.

Section 5. "lot" shall mean and refer to any numbered lot in a "Subdivision" as defined in Section 3 above.

Section 6. "Declarant" shall mean and refer to Republic Development Corporation, a Michigan corporation, and such of its successors and assigns to whom Declarant shall specifically assign any rights, powers or obligations under this Declaration.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. The Declarant shall convey any park area designated on any final plat to the Association immediately after the recording of any final plat in which the park area to be conveyed is located. Every Owner shall have a right and easement of enjoyment in and to the park area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provision

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon any park area, it being understood that the Declarant shall have no obligation to install any recreational facility upon the park area.

(b) The right of the Association to suspend the voting rights and right to use of the park areas and recreational facilities, if any, by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period

not to exceed sixty (60) days for any infraction of its published rules and regulations.

(c) The right of the Association to dedicate or transfer all or any part of the park area 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 or transfer shall be effective unless agreed to in writing by two-thirds (2/3) of the members and unless approved by the West Bloomfield Township Board provided, however, that the Declarant may make any such dedication or transfer on behalf of the Association without the agreement of any members with the approval of the West Bloomfield Township Board so long as the Declarant is the owner of any portion of the land described on Exhibit A for which a final plat has not been recorded and/or is the owner of ten (10%) percent or more of the lots within any subdivision for which a plat has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the park area and facilities to the members of his family, his guests, tenants or contract purchasers who reside on the property.

Section 3. The park areas shall be left in their present natural state except where it may be necessary to cross any park area with utility lines, including but not limited to sewer, water, electrical and telephone lines, and except for an eight (8) foot wide two and one-half (2-1/2) inch thick asphalt bicycle path, which shall be installed by the Declarant within the park area or areas, lying in or adjacent to the existing pipe line easement which crosses the land described on Exhibit A, the easement being recorded in Liber 1432, page 455, Oakland County Records.

Section 4. The conveyance by the Declarant to the Association of any park area shall be subject to the following:

easements, restrictions, any matters shown on the plat of any subdivision in which the park area is located, any matter which would be disclosed by an accurate survey of the land to be conveyed, the rights of West Bloomfield Township and the public in any portion of the park land dedicated or granted or to be granted to West Bloomfield Township pursuant to any agreement between the Declarant and West Bloomfield Township or any requirement of West Bloomfield Township, the rights of the public in any portion of the land used for street, road or highway purposes, any of the reserved rights of the Declarant under this Declaration or the deed conveying the park area to the Association

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every owner of a lot within any subdivision which is included within this Declaration shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot.

Section 2. Voting Rights. Each member shall be entitled to one vote for each lot of which it is the owner. When more than one person holds an ownership interest in any lot, all such persons shall be members and the vote for such lot shall be exercised as they among themselves determine and designate to the Association, but in no event shall more than one vote be cast with respect to any such lot, and in the absence of such determination and designation of who is to exercise the vote, the eldest of such persons shall be deemed the person so designated. The Declarant shall also be entitled to two (2) votes for each acre of land within the land described on Exhibit A of which it is the owner and for which a final plat has not, at the time of the vote, been recorded.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal

Obligation of Assessments. The Declarant, for each Lot it owns hereby covenants, and each purchaser of any Lot by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees, for himself, his heirs, personal representatives, successors and assigns, to pay to the Association:

(a) Annual assessments or charges of not less than Fifteen Dollars (\$15) per year, payable monthly or on any other periodic basis as may be designated by the Board of Directors of the Association;

(b) Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided;

(c) The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made until it is paid. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due;

(d) The lien provided for herein shall be subordinate to the lien of any mortgage or mortgages on any Lot. The sale or transfer of any Lot shall not affect the assessment lien. The sale or transfer of any Lot which is subject to any mortgage pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure, however, shall extinguish the

lien of such assessment as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from responsibility for any assessments there- after becoming due, from the lien thereof or from assessments which include a share of previously assessed and uncollected assessments.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of payment of taxes and insurance on the park areas, the maintenance of the park areas, including any retention ponds unless the maintenance of them has been taken over by a public agency or unit of government, the cost of labor, materials, management and the supervision of the park areas. Such assessments shall not be used for the maintenance, repair and replacement of any bicy- paths, the maintenance of which shall be the responsibility of West Bloomfield Township; provided, however, that assessments m- be used for the maintenance, repair and replacement for one or more bicycle paths upon approval of the majority of the members and the Township.

Section 3. Special Assessments for Capital Improve- ments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or replacement of a capital improvement upon th- park areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assen- of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of said meeting shall be given to all members at least fifteen (15) days in advance of same, and shall set forth:

the purpose of the meeting.

Section 4. Notice and Quorum for Any Action Authorize.
Under Section 3. Written notice of any meeting under Section 3 shall be sent to all members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all 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 such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis or any other basis established by the Board of Directors.

Section 6. Date of Commencement of Annual Assessments
Due Dates. The annual assessments against each lot still owned by the Declarant one (1) year from the date of the recording of the plat in which the lot or lots are located, or one (1) year from the date of completion of the installation of all subdivision improvements including water main, sanitary sewer, storm sewer and paving, whichever is later, shall commence one (1) year from the date of the recording of that plat, or one (1) year from the date of completion of the installation of all subdivision improvements, including water main, sanitary sewer, storm sewer and paving, whichever is later. The annual assessments provided for herein shall commence as to all other lots the first day of the month following the conveyance of the lot to an owner other than Declarant. The first annual assessment for the Declarant and for each new owner shall be adjusted according to the number of months remaining in the calendar year in which

the assessment commences. The Board of Directors shall fix the amount of the annual assessment against each Lot at least forty (40) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto at his last address shown on the Association's records. 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. The Board of Directors may also, in its discretion, designate and retain a collecting agency for the Association to whom assessment payments shall be made.

Section 7. Effect on Non-Payment of Assessment; The Personal Obligation of the Owner; the Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 6 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as herein-after provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of seven (7%) percent per annum, and the Association, or its collecting agent designated by the Board of Directors, may bring any action at law against the Owner personally obligated to pay same or to foreclose the lien against the property in the same manner mortgages are foreclosed by a court action, and there shall be added to the amount of such assessment the costs of preparing and

filing the complaint in such action and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action. In addition thereto, the Association may deny to the Owner the use and enjoyment of any of the park areas and facilities thereon, if any, until the delinquent assessment is paid along with any interest, costs and other sums set forth above which the Association is entitled to receive.

ARTICLE V

MAINTENANCE DUTIES AND RIGHTS OF THE ASSOCIATION

The Association, acting through its Board of Directors, shall maintain the park areas to the extent deemed necessary by the Association, shall pay the taxes and maintenance on the park areas, shall maintain and add to the park areas as deemed necessary by the Association, and shall pay for the cost of materials and supervision of the park areas provided, however, that the Association shall not maintain any bicycle paths, the maintenance of which shall be the responsibility of West Bloomfield Township. Walkways shown on the recorded plat of any subdivision leading to or from the park areas shall be deemed to be part of the park areas. Any changes in the physical condition of the park areas or improvements to them other than ordinary maintenance shall be subject to the approval of the Township.

The extent and frequency of the activities of the Association in carrying out the duties of maintenance and management shall be decided by the Board of Directors, and the Board of Directors may appoint committees to advise the Board on such matters. The Board of Directors may also promulgate Rules and Regulations to aid in carrying out the said maintenance and management duties, and may amend said Rules and Regulations

from time to time. In the event that the Association shall, at any time, fail to maintain the park areas in reasonable order and condition, West Bloomfield Township may serve written notice upon the Association and its members, setting forth the manner in which the Association has failed to maintain the park areas in reasonable condition and the notice shall include a demand that the deficiencies of maintenance be cured within thirty (30) days thereof and further shall set the date and place of a hearing thereon before the Township Board, which shall be held within fourteen (14) days of the notice. At the hearing, the Township may modify the terms of the original notice as to the deficiencies and may give an extension of time within which they may be cured. If the deficiencies set forth in the original notice or in the modification shall not be cured within thirty (30) days or any extension thereof, the Township, in order to preserve the taxable values of the properties within the subdivisions and within the Township and to prevent the park areas from becoming a public nuisance, may enter the park areas and maintain them for a period of one (1) year. The maintenance by the Township shall not constitute the taking of the park areas or vest in the public any right to use them. Before the expiration of the year, the Township shall, upon its own initiative or upon the request of the Association, call a public hearing with notice to the Association or to the members, at which hearing the Association or the members shall show cause why the maintenance by the Township should not, at the election of the Township, continue for a succeeding year. If the Township shall determine upon reasonable cause that the Association is not ready and able to maintain the park areas in a reasonable condition, the Township may, in its discretion, continue to maintain the park areas during the next succeeding year and subject to a similar hearing and determination in each

year thereafter. The cost of such maintenance by the Township shall be assessed against the Association, and such assessment may include reasonable administrative expenses. The Township shall be subrogated to the rights of the Association against the Association's members to the extent of the cost of maintenance and reasonable administrative expenses, including the Association's lien rights against the lots owned by its members. The Township may also spread the cost of such maintenance and reasonable administrative expenses equally against each lot within the subdivision or subdivisions upon the tax roll of the Township in the same manner it spreads a special assessment but without any public hearing or other preliminary steps, and shall have all of the rights and remedies it has to collect such costs in the same manner it collects such special assessments including a lien identical to a tax lien on any lot for which such lot's share of such costs are not paid to the Township.

ARTICLE VI

USE AND RIGHTS IN PARK AREAS

Section 1. Use and Rights of Owners and the Association. Except as the right may be suspended under Article IV Section 7, herein or as provided below, each Owner during the period of time he is an Owner, shall have the right and easement of enjoyment in and to the park area as set forth in Article II Section 1, subject, however, to all of the provisions of this Declaration and subject to the rules and regulations of the Association as promulgated from time to time. Each Owner shall also have an easement for access to the park areas, such access to be over those walkways designated for that purpose on the plat of any subdivision. The Association shall have the right to suspend the use and access by any Owner to and over any park areas and the facilities thereon, if any, for a period not to exceed sixty (60) days for any infraction of its promulgated rules and regulations as from time to time amended. The Association may charge reasonable admission and other fees for the use

of any facilities situated upon the park areas for use by guests of any Owners. The Association shall have the power, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving any portion or portion of the park areas and any facilities thereon and in connection therewith, to mortgage all or portions of the park areas with the approval of two-thirds (2/3) of the Owners and the rights of any such mortgagees in the park areas shall be superior to the rights of the Owners. The Association may dedicate or transfer all or any part of the park areas to any public agency, authority or utility, subject to the provisions of Article II, Section 1(c). Fee title to any lot which may abut any park area shall not extend into any park area, and the park area is reserved to the Declarant to be conveyed by it to the Association for the common enjoyment of the Owners, pursuant to this Declaration.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. Each Owner shall be deemed to have vested in the Association the right and power in its own name to take and prosecute all suits, legal, equitable or otherwise, which may, in the opinion of the Association, be necessary or advisable for the collection of any assessment provided for in this Declaration. The Association and/or the Declarant shall have the right to enforce by any proceeding in law or in equity all of the provisions, conditions, covenants, responsibilities, liens and charges now or hereafter imposed by the provisions of this Declaration and any matters related to the park areas. Any settlement in connection therewith shall be binding upon all persons who may now or hereafter have any interest in the land which is the subject of this Declaration. Failure by either or both to enforce any condition, provision, covenant, responsibility, lien or charge herein contained shall in no event be deemed a waiver of the right to do so hereafter.

No Owners other than the Declarant shall have any of the rights granted to the Association and/or the Declarant under the provisions of this paragraph.

Section 2. Severability. Invalidation of any of these restrictions or portions thereof by judgment or court order shall in no way affect the validity of any of the other provisions or portions thereof and the same shall remain in full force and effect.

Section 3. Terminology. The word "it" and "he" wherever used in this instrument shall be used as synonymous with the words "he", "she", "it" and "they", and the word "his" synonymous with the words "hers", "its" and "theirs". The word "person" may refer to an individual, corporation, partnership or other legal entity.

Section 4. Amendment. The covenants and restrictions set forth in this Declaration shall run with the land and shall be perpetual. This Declaration may be amended during the twenty (20) year period immediately following the date this Declaration is recorded by an instrument signed by not less than ninety (90%) percent of the Lot Owners and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners, subject, however, to the approval of the Township. The Declarant without the consent of any Owner, any other person or entity whatsoever, whether or not any such person or entity shall now or hereafter have any interest in any Lot or portion of the land which is the subject of this Declaration, may amend this Declaration as may be necessary or required to comply with the requirements of any Federal, State, county or local statute, ordinance, rule, regulation or formal requirement relating to the land; to increase or decrease the amount of land described on Exhibit A and to change any other provisions of the Declaration it deems necessary except that no amendment either by the Owners or the Declarant shall

relieve the Owners of their obligations and responsibilities to maintain the park areas unless the park areas have been dedicated or transferred in accordance with Article II, Section 1(c). Any amendment to increase or decrease the amount of land described on Exhibit A shall be subject to the approval of the West Bloomfield Township Board.

Section 5. Notwithstanding any other provision of this Declaration, Declarant reserves the right to grant easement within the park areas for roads, walkways, bicycle paths and the installation, repair, maintenance and replacement of water mains sewers, drainage courses and other public and private utilities. Declarant reserves the right to assign such easements to units of government or public utilities. Declarant reserves easements over, under, above and across the park areas for the construction, installation, maintenance and replacement of all public and private utilities, including all equipment, facilities and equipment relating thereto, and for streets, roads, walks and bicycle paths, including the right to install, repair, maintain and replace them. The design and location of any streets, roads, walks, bicycle paths and utilities shall be determined by Declarant.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 2nd day of December, 1977.

WITNESSED:

Mary Sue Streit
Mary Sue Streit
Loretta Carroll
Loretta Carroll

STATE OF MICHIGAN) ss.
COUNTY OF Oakland

DECLARANT:

REPUBLIC DEVELOPMENT CORPORATION
a Michigan corporation

By:

Howard M. Binkow
Howard M. Binkow
Executive Vice President

On this 2nd day of December, 1977, before me, a notary public in and for said county, personally appeared Howard M. Binkow to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President

of Republic Development Corporation, a Michigan corporation, the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and said Howard M. Binkow acknowledged said instrument to be the free act and deed of said corporation

Mary Sue Streit
Mary Sue Streit Notary Public
Oakland County, Michigan
My commission expires: 5/31/81

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 32, THENCE ALONG THE SOUTH SECTION LINE (BEING COINCIDENT WITH THE CENTERLINE OF 14 MILE ROAD) S.89°51'36"W. 1322.64 FT.; THENCE N.00°08'30"W. 1323.67 FT.; THENCE N.00°17'10"E. 1264.36 FT.; THENCE N.89°46'21"E. 91.75 FT.; THENCE S.00°13'39"E. 72.65 FT.; THENCE S.16°53'10"E. 90.27 FT.; THENCE S.23°50'18"E. 90.27 FT.; THENCE S.30°47'26"E. 90.27 FT.; THENCE S.37°44'34"E. 90.27 FT.; THENCE S.44°41'41"E. 90.27 FT.; THENCE S.51°19'17"E. 87.45 FT.; THENCE S.53°11'46"E. 240.00 FT.; THENCE S.49°32'15"E. 149.22 FT.; THENCE S.30°34'23"E. 315.24 FT.; THENCE N.59°25'37"E. 120.00 FT.; THENCE S.30°34'23"E. 1.51 FT.; THENCE N.59°25'37"E. 151.48 FT.; THENCE S.89°29'47"E. 235.56 FT.; THENCE ALONG THE EAST LINE OF SECTION 32 (BEING COINCIDENT WITH THE CENTERLINE OF DRAKE ROAD) S.00°09'03"W. 1698.50 FT. TO THE POINT OF BEGINNING.

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 32, THENCE ALONG THE EAST LINE OF SECTION 32 (BEING COINCIDENT WITH THE CENTERLINE OF DRAKE ROAD) N.00°09'03"E. 1698.50 FT. TO THE POINT OF BEGINNING; THENCE N.89°29'47"W. 235.56 FT.; THENCE S.59°25'37"W. 151.48 FT.; THENCE N.30°34'23"W. 1.51 FT.; THENCE S.59°25'37"W. 120.00 FT.; THENCE N.30°34'23"W. 315.24 FT.; THENCE N.49°32'15"W. 149.22 FT.; THENCE N.53°11'46"W. 240.00 FT.; THENCE N.51°19'17"W. 87.45 FT.; THENCE N.44°41'41"W. 90.27 FT.; THENCE N.37°44'34"W. 90.27 FT.; THENCE N.30°47'26"W. 90.27 FT.; THENCE N.23°50'18"W. 90.27 FT.; N.16°53'10"W. 90.27 FT.; THENCE N.00°13'39"W. 72.65 FT.; THENCE S.89°46'21"W. 91.75 FT.; THENCE N.00°17'10"E. 65.00 FT.; THENCE S.89°46'21"W. 29.19 FT.; THENCE N.00°02'51"W. 660.00 FT.; THENCE N.89°46'21"E. 1354.22 FT.; THENCE ALONG THE EAST LINE OF SECTION 32 (BEING COINCIDENT WITH THE CENTERLINE OF DRAKE ROAD) S.00°09'20"E. 250.50 FT.; THENCE S.89°51'40"W. 332.00 FT.; S.00°09'20"E. 131.00 FT.; THENCE N.89°51'40"E. 332.00 FT.; THENCE ALONG THE EAST LINE OF SECTION 32 (BEING COINCIDENT WITH THE CENTERLINE OF DRAKE ROAD) S.00°09'20"E. 278.50 FT.; TO THE EAST 1/4 CORNER OF SECTION 32; THENCE ALONG THE EAST LINE OF SECTION 32 (BEING COINCIDENT WITH THE CENTERLINE OF DRAKE ROAD) S.00°09'04"W. 956.56 FT.; TO THE POINT OF BEGINNING.

RECORDED
OAK AND COUNTY MICHIGAN
REGISTER OF DEEDS RECORDS
1977 DEC-5 PM 1:51
Lynn S. Allen
LYNN D. ALLEN
CLERK-REGISTER OF DEEDS