

DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

for YORK WOODS SUBDIVISION NO. 5
Recorded in Liber 30 of Plats, at Pages 43 - 47.

DECLARATION, made by R and R Realty, a Michigan Co-Partnership, of 9750 West Michigan Ave, Saline, MI 48176, and Robert J. Bauchat II and Sharon A. Bauchat, husband and wife, of 1880 Judd Rd, Saline, MI 48176 (collectively referred to as "Developer"), the owners, respectively, of certain property in York Township, Washtenaw County, Michigan known as YORK WOODS SUBDIVISION NO. 5, and Parcel "C", described as:

"YORK WOODS SUBDIVISION NO. 5", part of the E. 1/2 of the W. 1/2 of the SW 1/4 of Section 8, T4S- R6E, York Township, Washtenaw County, Michigan and a Replat of OUTLOT "B", YORK WOODS SUBDIVISION NO. 4, according to the plat thereof as recorded in Liber 29 of Plats, Pages 69 and 70, Washtenaw County Records and being further described as COMMENCING at the SW Corner of said section; thence N. 89° 30' 55" E., 996.43 feet, along the South Section line, to the POINT OF BEGINNING; thence N. 00° 31' 04" W., 463.09 feet; thence N. 07° 45' 25" W., 68.75 feet; thence N. 00° 58' 45" W., 179.72 feet; thence S. 89° 30' 55" W., 323.64 feet; thence N. 00° 31' 04" W., 1263.56 feet, along the West line of the E. 1/2 of the W. 1/2 of the SW 1/4; thence S. 86° 35' 33" E., 88.58 feet; thence S. 60° 47' 47" E., 230.41 feet; thence along the arc of a curve to the left, an arc distance of 50.00 feet, said curve having a radius of 934.00 feet, chord bearing and distance of N. 02° 41' 22" E., 49.99 feet and central angle 03° 04' 02"; thence N. 01° 09' 21" E., 213.94 feet; thence S. 89° 28' 56" W., 297.52 feet; thence N. 00° 31' 04" W., 530.00 feet, along the West line of the E. 1/2 of the W. 1/2 of the SW 1/4, to the E-W 1/4 line and the S'y line of YORK WOODS SUBDIVISION NO. 4, according to the plat thereof as recorded in Liber 29 of Plats, Pages 69 and 70, Washtenaw County Records; thence N. 89° 39' 05" E., 274.46 feet, along said 1/4 line and said plat line, to the SW'y corner of OUTLOT "B"; thence N. 15° 37' 41" W., 233.53 feet, along the SW'y line of said Outlot; thence along the arc of a curve to the left, an arc distance of 66.37 feet, said curve having a radius of 363.00 feet, chord bearing and distance of N. 79° 36' 35" E., 66.28 feet and central angle of 10° 28' 32"; thence S. 15° 37' 41" E., 245.51 feet, along the NE'y line of said Outlot, to the E-W 1/4 line and the N'y line of YORK WOODS SUBDIVISION No. 4; thence N. 89° 39' 05" E., 319.01 feet, along said 1/4 line, said plat line and the S'y line of YORK WOODS SUBDIVISION NO. 3, according to the plat thereof as recorded in Liber 29 of Plats, Pages 19, 20 and 21, Washtenaw County Records; thence S. 00° 32' 05" E., 2031.97 feet, along the W. 1/8 line; thence S. 89° 30' 55" W., 188.45 feet; thence S. 00° 32' 05" E., 312.88 feet; thence N. 89° 30' 55" E., 97.44 feet; thence S. 14° 33' 08" E., 103.09 feet; thence S. 00° 31' 05" E., 201.61 feet, to the South Section line; thence S. 89° 30' 55" W., 262.83 feet, along said section line, to the POINT OF BEGINNING, containing 32.09 acres, more or less. This plat contains 25 lots, numbered consecutively from 112 to 136, inclusive.

Parcel "C", Part of the E. 1/2 of the W. 1/2 of the SW 1/4 of Section 8, T4S-R6E, York Township, Washtenaw County, Michigan, being further described as COMMENCING at the W. 1/4 Corner of said section; thence N. 89° 39' 05" E., 661.89 feet, along the E-W 1/4 line, said line also being the S'y line of YORK WOODS SUBDIVISION NO. FOUR, as recorded in Liber 29 of Plats, Page 69, Washtenaw County Records; thence S. 00° 31' 04" E., 530.00 feet, to the POINT OF BEGINNING; thence continue, S. 00° 31' 04" E., 143.47 feet; thence S. 86° 35' 33" E., 88.58 feet; thence S. 60° 47' 47" E., 230.41 feet; thence along the arc of a curve to the left, an arc distance of 50.00 feet, said curve having a radius of 934.00 feet, chord bearing and distance of N. 02° 41' 22" E., 49.99 feet and central angle 03° 04' 02"; thence N. 01° 09' 21" E., 213.94 feet; thence S. 89° 28' 56" W., 297.52, to the POINT OF BEGINNING, containing 1.27 acres, more or less.

Developer hereby declares that the property 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 refer to the YORK WOODS SUBDIVISION NO. 2 HOMEOWNERS ASSOCIATION, which is the name of a Michigan Corporation having members

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who are the lot owners of all phases of York Woods Subdivision, including Phase 2, Phase 3, Phase 4, Phase 5 and any future phases, its successors and assigns.

Section 2. "York Woods No. 1 Owner" shall refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of "York Woods Subdivision", as recorded in Liber 24 of Plats, at Page(s) 13 - 15, Washtenaw County Records, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 3. "York Woods No. 2 Owner" shall refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 4. "Properties" shall refer to the real property specifically described above, and any other real property brought within the jurisdiction of the Association prior or subsequent to the date of this **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**.

Section 5. "Coramon Lakefront Area" shall mean the area identified and defined as "Sunset Lake Park" in the Final Plat of York Woods Subdivision No. 3, as recorded in Liber 29 at Pages 19 - 21, Washtenaw County Records, provided and maintained by the Association for the common use and enjoyment of its members.

Section 6. "Lot" shall refer to any plot or division of the Properties shown upon any recorded subdivision map or survey of the Properties.

Section 7. "Developer" shall refer to R and R Realty and Robert J. Bauchat II and Sharon A. Bauchat, their successors and assigns.

Section 8. "Architectural Board of Review" shall refer to the York Woods Subdivision No. 2 Architectural Board of Review, as established by Article V, Section 32 of the **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** of York Woods Subdivision No. 2, recorded in Liber 2608, at pages 741 - 751, Washtenaw County Records, its successors and assigns.

ARTICLE II. PROPERTY RIGHTS

Section 1. Lot Owners' Easement of Enjoyment. Every Lot Owner shall have a right of enjoyment in and to any Common Lakefront Area, and the riparian rights associated with the Common Lakefront Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a. The right of the Association to charge reasonable admission and other fees for the use of any facilities, situated on the Common Lakefront Area.
- b. The right of the Association to suspend the voting rights and right to use of the facilities by a Lot Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations.

Section 2. Delegation of Use. Any Lot Owner may delegate his right of enjoyment of the Common Lakefront Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Lot of the Owner. The rights to use the Common Lakefront Area are not severable from the right to possess the Lot. A transfer, assignment, or lease of the Lot shall be deemed to transfer to the transferee, assignee or lessee, the right to use the Common Lakefront Area.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to the assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have three classes of voting membership, as established in the Association Bylaws:

Class A. Class A members shall be all Owners of Lots in the Properties, (which excludes York Woods Subdivision No. 1 properties), with the exception of the Developer, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all co-owners of the Lot shall be members. The vote for such Lot shall be exercised as the co-owners determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Developer and shall be entitled to two (2) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

Class C. The Class C members shall be all York Woods No. 1 Owners who have complied with the requirements for Association Participation, and have paid their optional annual assessment on a timely basis, as set forth in the Association Bylaws and in the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS of York Woods Subdivision No. 2, recorded in Liber 2608, at pages 741-751, Washtenaw County Records. Eligible Class C members shall be entitled to vote on all Association matters unless otherwise prescribed in this Declaration of Covenants Conditions and Restrictions. Eligibility for membership shall be appurtenant to and may not be separated from ownership of the York Woods Subdivision No. 1 Lot. Each member shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all co-owners of the Lot shall be members. The vote for such Lot shall be exercised as the co-owners determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV. COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot, by acceptance of a deed or a vendee's interest in a Land Contract for 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:

- a. Annual assessments or charges, and,
- b. Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, with respect to each Lot, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon such Lot, and shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Lakefront Area.

Section 3. Maximum Annual Assessment. The Board of Directors of the Association shall fix the annual assessment for each year in such amount as it determines, subject to the following limitations:

- a. The annual assessment for the calendar year (the "Commencement Year") during which the first conveyance of a Lot to an Owner by the Developer occurs shall be One Hundred Dollars (\$100.00).
- b. The annual assessment for the calendar year following the Commencement Year, and for each calendar year thereafter, shall not be increased from the annual assessment for the preceding calendar year by more than seven (7%) percent.

Provided however, that the Board of Directors shall have the power to exceed the foregoing limitations for any calendar year if such action is approved by the vote of two-thirds (2/3) of Class

A and Class B members who are voting in person or by proxy at a meeting duly called for such purpose.

Section 4. Special Assessments for Capital Improvements. 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, repair or replacement of a capital improvement upon the Common Lakefront Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Class A and Class B members who are voting in person or by proxy at a meeting duly called for such purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 & 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) 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 the votes of Class A and Class B membership 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 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and participating York Woods No. 1 Owners, and shall be collected in advance on an annual basis, unless an alternate collection period is adopted by the Board of Directors.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots and participating York Woods No. 1 Owners on the first day of the commencement year, or upon such later date as may be determined by the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against such Lot and participating York Woods No. 1 Owners at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Lot Owner and York Woods No. 1 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.

Section 8. 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 rate of seven (7%) percent per annum. The Association may bring an action at law against the Lot Owner personally obligated to pay the same, or foreclose the lien against the Lot in the manner provided by statute for foreclosing mortgages of real property, and in such action shall be entitled to collect all past due amounts, interest (including attorney's fees) incurred in bringing such action. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Lakefront Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien, except that, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien 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 assessments thereafter becoming due or from the lien thereof.

ARTICLE V. BUILDING AND USE RESTRICTIONS

The following restrictions, assessments and reservations are hereby imposed on all Lots in the Properties:

Section 1. Land Use and Building Types. No Lot shall be used for other than single-family residential purposes. No building or structure shall be erected, altered, placed, or permitted to remain upon any Lot other than one single family dwelling not exceeding two stories in height. Each such dwelling must have one (1) private one story garage for not more than three cars, which may be attached or detached from the residence. No vehicle entrances to garages shall face the road

upon which the structure is situated, or either road which adjoins a corner lot. Any detached structure shall not exceed one story in height, or fifteen (15) feet, and shall be of materials and design which are compatible with the residence. Vertical elements exceeding twenty (20) feet in height, such as flag poles, or bird houses, shall be permitted only if approved by the Architectural Board of Review. No Lot or dwelling thereon shall be used for a community or public meeting place for any purpose excepting meetings of the Association regardless of who holds legal title to said Lot.

Section 2. Size and Height. No structure shall be erected, placed, altered or permitted to remain on any Lot not in conformance with the following minimum size requirements as to living area, measurements to be made of external walls:

One story	1,800 square feet
Two story	2,200 square feet
Tri-level total living area	2,200 square feet
Second level of bi-level total living area	1,600 square feet

No building shall exceed thirty-five (35) feet in height from ground level, measured from the lowest ground level adjacent to the home to the peak of the roof. In computing "square foot area" exterior walls shall be included. Such items as porches, breezeways, garages, basements or carports shall not be included in computing such required floor area. No part of the residence that is more than 1/2 below ground level shall be included in computing such required floor area.

Section 3. Location of Structure. No building or structure shall be erected, altered, placed or permitted to remain upon any Lot except in conformance with the setback requirements of local codes and except as otherwise prescribed in this Declaration.

Section 4. Type of Construction. All construction work shall be done under the supervision of a builder approved in advance by the Architectural Board of Review. Modular homes, which are constructed off site and brought to the Lot preassembled, shall not be permitted. Exterior walls of residential structures shall be constructed of brick veneer, stone veneer, wood siding, exterior plywood or other standard exterior siding materials, except asbestos or asphalt siding or shingles, cement block or sand lime brick. All exposed chimney facing shall be constructed of brick veneer or stone veneer. Wood siding, exterior plywood, aluminum or vinyl siding, or materials of similar appearance, shall not be used for exposed chimney facing.

Section 5. Temporary Buildings and Out Buildings. No old or used structures of any kind shall be placed upon any Lot or anywhere within the Properties. No temporary structure of any character such as a tent, trailer, shack, barn, garage or other outbuilding shall be erected or placed upon any Lot prior to construction of the main residence. This shall not prevent the use of temporary buildings incidental to the construction of the main residence during the period of construction. Out buildings with permanent foundations and construction matching the main residence will be allowed on any Lot which does not have lake frontage. Plans for any out building must be reviewed and approved by the Architectural Board of Review.

Section 6. Driveways. All driveways shall be constructed of two (2) inches of asphalt surface (or greater, where required by local codes), with a suitable gravel base, or four (4) inches of concrete, or a four (4) inch minimum of a good quality gravel or limestone aggregate. Each driveway shall have a turnaround and/or be of a circular nature. All driveways shall be a minimum of five (5) feet (or greater, where required by local codes) from property lines.

Section 7. Easements for Utilities and Drainage. The Subdivision Properties are subject to a perpetual and permanent easement in favor of the Washtenaw County Drain Commissioner, the York Woods No. 5 Drainage District, (collectively referred to as "grantee"), and grantee's successors, assigns and transferees, in, over, under and through the property, which easement may not be amended or revoked except with the written approval of grantee, 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. The grantee shall have the right to sell, assign, transfer or convey this easement to

- c. any other governmental unit;
- d. No owner in the subdivision shall build or convey to others any permission to build any permanent structures on the said easement;
- e. 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 affect the rights of grantee under the said easement;
- f. The grantee and its agents, contractors and designated representative shall have right of entry on, and to gain access to, the easement property;
- g. All owners in the subdivision release grantee and its successors, 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 grantee of its rights under the said easement, and all owners covenant not to sue grantee for any such damages.

The rights granted to the Washtenaw County Drain Commissioner, the York Woods No. 5 Drainage District, and their successors and assigns, in this Section may not be amended without the express written consent of the grantee 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 grantee, its successors or assigns.

Lot Owners shall maintain the surface area of any easement located on their Lot, shall keep grass cut, shall keep the area free of trash and debris and shall take such action as may be necessary to eliminate surface erosion. Within these easements no structure, planting or other material shall be placed which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements, or which may impede necessary access to Common Lakefront Area for ingress and egress. Any easement areas of a Lot, and all improvements in them, shall be maintained continuously by the Lot Owner, except those improvements for which public authorities or a utility company is responsible.

Section 8. Utilities. No utilities other than underground utilities shall at any time be installed on any Lot.

Section 9. Well Depth. All wells will be drilled into a protected aquifer and screened at least one hundred (100) feet below ground surface from approximate elevation 700 USGS datum. The wells are to be pressure grouted to the top of the aquifer formation.

Section 10. Drainfield Requirements and Minimum Header Inverts. Grading of the drainfield areas on all the lots must be completed in accordance with the approved grading plan for Phase 5. All drainfields must be outside the 100-year flood plain and have a header invert at a higher elevation than 786.8 NGV datum.

Minimum drainfield header inverts of lots 116 and 134 will be:

<u>Lot No.</u>	<u>Minimum Invert (USGS Datum, Feet)</u>
116	790.0
134	793.0

A sewage pumping system from the septic tanks may be necessary to use the approved drainfield area on lots 116 and 134. The pumping system must be designed by an engineer at the time a sewage permit is applied for.

A permanent benchmark will be established within two hundred fifty (250') feet of the approved drainfield sites on lots 116 and 134. The benchmarks must be clearly visible from the drainfields and located on the approved final plat with the corresponding USGS elevations.

Due to the wooded nature of the drainfield areas on lots 112, 113, 114 and 116, the grading of the drainfield areas on those lots must be done in accordance with the approved plans and certified by the Engineer prior to issuing a health permit on any of these lots.

Section 11. Well Water Iron Concentration. Chemical analysis from test wells in the subdivision determined an iron concentration of 1.73 mg/l. The maximum recommended secondary

standard is 0.30 mg/l. Iron may stain laundered goods, impart a bitter or astringent taste to the water, and adversely affect the taste of other beverages and food made from the water. It may be necessary to install iron removal equipment to reduce the iron concentration to an acceptable level.

Section 12. Well First Area. Due to low yield wells and dry holes, this area is identified as a well first area. All wells must be drilled and pumped to an acceptable yield before a sewage permit can be released.

Section 13. Basement Construction. Basement construction below the 100-year flood plain elevation shall be water-tight and reinforced to withstand the expected hydrostatic pressure from a 100-year flood plain. No floor drains or plumbing fixtures, other than those commonly required for laundry facilities, shall be allowed below the 100-year flood plain elevation.

A portion of Lots 116 and 117 shall be utilized for storm water retention purposes. No buildings shall be constructed within the retention areas. During major rainfall, water may pond to USGS elevation 785.0. Basements on these two (2) lots shall be constructed to withstand the hydrostatic pressure associated with this ponding.

Section 14. Amendments Requiring Washtenaw County Health Department Approval. It is a covenant of these restrictions that the Washtenaw County Health Department is a party to this agreement as to Article V, Sections 9 through 13, and it is specifically covenanted between the parties that Article V, Sections 9 through 13, of this agreement may not be rescinded or amended without the written approval of a duly authorized representative of the Washtenaw County Health Department.

Section 15. Fences. No chain link fencing or farm type fencing will be placed erected or permitted to remain on any lot. A screen fence may be erected at a patio or swimming pool. Other types of landscape fencing may be erected upon review and approval by the Architectural Board of Review. All fences shall be kept in good condition and repair at all times. No fences or other enclosures (including, without limitation, all coops, pens and runs) for the housing or restraining of animals of any kind may be placed, erected or permitted to remain on any lot.

Section 16. Swimming Pools. Swimming pools which are entirely below ground grade shall be permitted. Above-ground swimming pools with decorative fencing and landscape screening may be permitted with approval obtained in advance from the Architectural Board of Review. The location of any pool shall be subject to the setback and easement provisions of this Declaration.

Section 17. Park and Lake Area. Park and lake areas shall be the private property of the Association. Owners of Lots adjacent to any lake areas shall maintain the grounds to the normal water levels. All other maintenance shall be done by the Association. No boat motors or other means of propulsion shall be used on the lakes on the Properties. There shall be no water taken from any surface body of water by pumping or any other means at any time, except for purposes of irrigation of the lots with lake frontage, or in the normal maintenance of the body of water as decided by the Association. No building, structure, or other man-made device or excavation shall be placed on any park land, nor may any natural vegetation be removed therefrom, except as approved by the Association.

No member shall leave unattended their personal property (including boats, chairs, or swimming equipment), or that of their guests or invitees, at the Common Lakefront Area. All users of the Common Lakefront Area shall remove all trash, debris, refuse, and litter upon departing the Area. Violators of this provision shall be excluded from future use of the Park and Lake Area.

Section 18. Pets and Animals. The number of dogs and cats per each residence in the Properties shall not exceed one (1) cat, or one (1) dog, or (1) of each. No animals shall be allowed to roam freely or to become a public nuisance. All other pets shall be kept within the residence at all times.

Section 19. Construction Time. The construction time on any residence shall not exceed on (1) year, unless approved by the Architectural Board of Review.

Section 20. Site Work. All refuse and debris during the construction period shall be deposited in covered refuse bins or receptacles or handled in such other manner as to avoid litter in the Properties. All unused building materials, other debris and temporary construction shall be removed from the Lot within sixty (60) days after substantial completion of the residence. The

portion of the surface earth which is disturbed by excavation and other construction work shall be finish graded and seeded or covered by other landscaping as soon as the construction work and weather permit.

Section 21. Lot Maintenance. All Lots shall be kept trim and the grass mowed and free of debris. Each Lot Owner has an affirmative duty to remove any debris located on his or her Lot, whether or not placed on the Lot by Owner. The Association shall notify a Lot Owner of any violation of this section, and after a reasonable time, the Association may have the debris removed or the grass mowed, and charge the Lot Owner for any expense incurred by the Association. The Association shall have the same collection rights and remedies for expenses incurred in Lot maintenance as the Association has for the collection of maintenance assessments.

Section 22. Lots 124, 126 & 132. Lots 124, 126 & 132 shall remain the property of the Developer, for future development purposes. The Developer shall maintain these lots in the same manner described in the preceding section, as required of other Lot Owners.

Section 23. Signs. No signs of any kind shall be displayed to the public view on any Lot except one sign not more than five (5) square feet in area only for the purpose of advertising the property for sale or rent and except for house numbers and residence names.

Section 24. Antennas. No radio or television antenna or aerial shall be permitted other than the type commonly used for domestic residential use; provided however, that any radio or television antenna shall be installed on the house and not on a separate pole, and shall not protrude more than six (6) feet above the roof of the residence. Use of satellite dishes for television reception or for communication or any other purpose is prohibited.

Section 25. Garbage and Refuse Disposal. No refuse shall be dumped or left on any Lot, or any other area in the Properties. Each Lot Owner has the affirmative duty to remove any refuse which has been dumped on their Lot. Each residence shall be equipped with an approved type of garbage disposal container. No exterior incinerator or other equipment shall be maintained on any Lot for disposal of rubbish or garbage. No rubbish or garbage containers shall be left outside except on regular pick-up days.

Section 26. Lighting. No lighting shall be so situated or of such intensity as to create a nuisance to neighboring property.

Section 27. Trailers, Trucks, Commercial, and Recreational Vehicles. No trailers, mobile homes, campers, buses, tractors, commercial vehicles of any kind and any kind of machine equipment or apparatus, except in use for construction or repairs within the Properties, shall be parked or left to stand on any street, driveway, Lot or any other area within the Properties. Abandoned vehicles and passenger automobiles not in regular use as passenger vehicles shall not be parked or left on any street, Lot or other area in the Properties. No recreational vehicles, such as, but not limited to, boats, trailers or motorhomes, shall be parked on any Lot for more than seventy-two (72) hours unless suitably housed in an enclosed structure.

Section 28. Firearms. No firearms shall be discharged within the Properties.

Section 29. Grade Changes. There shall be no changes of grade of any Lot from the grade as shall exist at the date of final plat approval and recording of the Properties or which may in any way affect the flow of water to adjacent Lots or to any Common Lakefront Area.

Section 30. York Woods Subdivision No. 2 Architectural Board of Review.

a. No structure shall be erected, placed or permitted to remain upon any Lot, nor may external alteration or addition be made on the existing structure, until the plans (showing all room sizes and other relevant dimensions), specifications, designs and proposed location on the Lot shall have been submitted to and approved by the Architectural Board of Review, nor until the grade line of the Lot in question shall have been established in accordance with this Declaration and any applicable local codes. Modular homes, which are constructed off site and brought to the Lot preassembled, shall not be permitted.

b. All such plans, specifications, designs and proposed locations shall be deemed to be approved as submitted unless rejected or disapproved by the Architectural Board of Review within

thirty (30) days after the same are submitted to any member of the Architectural Board of Review. All plans, specifications, designs, and locations of structures to be erected shall conform to and be in harmony with the existing structures in the Properties, shall not be detrimental to the general topography of the Properties and shall not be conducive to soil erosion, and shall in all respects conform to the restrictions herein set forth and, further, shall blend aesthetically with the adjoining structures, in which regard the judgment of the Architectural Board of Review shall be conclusive. If any plans, specifications, designs or site plans are disapproved, said disapproval shall be evidenced in writing signed by at least two (2) members of the Architectural Board of Review, which shall be sent to the applicant and which shall specify the reason(s) for disapproval. No building or other improvements shall be started until approval of the Architectural Board of Review thereof is obtained. The approval or disapproval of the Architectural Board of Review shall not prevent subsequent enforcement of this Declaration. The Architectural Board of Review may approve exceptions to these requirements as it deems necessary and appropriate to effect the overall intent of this Declaration.

c. The Architectural Board of Review shall consist of three (3) persons, who initially shall be Richard Niethammer, 9750 West Michigan Avenue, Saline, MI 48176, Nancy Niethammer, 9250 Whispering Pines, Saline, MI 48176, and Robert Niethammer, 9729 York Woods Drive, Saline, MI 48176. If any member or members of the Architectural Board of Review shall die, resign or otherwise become ineligible, then the remaining member or members shall be appointed by the Association. The Architectural Board of Review shall act by the agreement of any two of its three members, and any two members may hold a meeting in the absence of the third member.

ARTICLE VI. GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Lot Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect other provisions which shall remain in full force and effect.

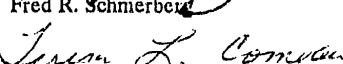
Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than sixty-seven (67%) percent of the members of the Association. Any amendment must be recorded. However, the provisions of Article V, Section 10 & 13 (floodplain restrictions) shall be observed in perpetuity excluded from any time limitations or other expiration of other provisions of this Declaration, and cannot be amended.

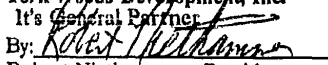
APPROVED:

Majed Ghussaini
Assistant Public Health Engineer
Washtenaw County Health Department

Dated: 7/5/95, 1995.

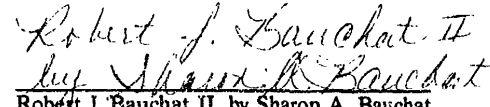
WITNESSES:

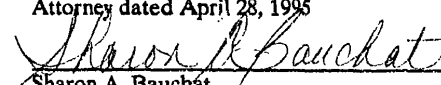
Fred R. Schmerberg

Teresa L. Comeau

R and R Realty, a Michigan Co-Partnership
by: York Woods Development, Inc.
It's General Partner
By: 
Robert Niethammer, President
By: 
Nancy Niethammer, Secretary


Fred R. Schmerberg


Teresa L. Comeau


Robert J. Bauchat II, by Sharon A. Bauchat
pursuant to authority granted in Power of
Attorney dated April 28, 1995


Sharon A. Bauchat

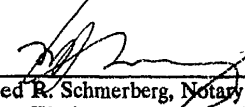
State of Michigan)
County of Washtenaw)ss
)

The foregoing instrument was acknowledged before me, a Notary Public, this 12th day of August 1995, by ROBERT NIETHAMMER, the President, and NANCY NIETHAMMER, the Secretary, of YORK WOODS DEVELOPMENT, INC., a Michigan Corporation, on behalf of the Corporation, and on behalf of R and R Realty, the Michigan Co-Partnership for which the Corporation is an acting General Partner.


Fred R. Schmerberg, Notary Public
Washtenaw County, Michigan
My commission expires: 8/14/99

State of Michigan)
County of Washtenaw)ss
)

The foregoing instrument was acknowledged before me, a Notary Public, this 18th day of August 1995, by Robert J. Bauchat II (by Sharon A. Bauchat pursuant to authority granted in Power of Attorney dated April 28, 1995) and Sharon A. Bauchat.


Fred R. Schmerberg, Notary Public
Washtenaw County, Michigan
My commission expires: 8/14/99

DRAFTED BY:
Law Offices of
Fred R. Schmerberg
209 E. Michigan Avenue
Saline, MI 48176
(313) 429-4936

WITNESSES:

Great Lakes Bancorp
401 E. Liberty
Ann Arbor, Michigan 48104

Joy D. Morningsfar
Joy D. Morningsfar

Kenneth J. Moore
Kenneth J. Moore
1st Vice President

Ariene R. Bareis
Ariene R. Bareis

Ardis M. Kolar
Ardis M. Kolar
Vice President

STATE OF MICHIGAN)
COUNTY OF WASHTENAW)

I do hereby certify that on the 12th day of January, 1994 the foregoing instrument of writing was this day produced to me in said State and County by Kenneth J. Moore & Ardis M. Kolar,* and was executed and acknowledged by corporation to be their free and voluntary act and deed.
* 1st Vice President and Vice President of Great Lakes Bancorp

Ariene R. Bareis

ARLENE R. BAREIS
Notary Public, Washtenaw County, Michigan
My Commission Expires Aug. 5, 1998

WITNESSES:

NBD BANK
A Michigan Banking Corporation
611 Woodward Avenue
Detroit, Michigan 48226

Carol S. Fegley
Carol S. Fegley

J. Michael Banas
J. Michael Banas
2nd Vice President

Diana M. Jordan
Diana M. Jordan

STATE OF MICHIGAN)
COUNTY OF WAYNE)

I do hereby certify that on the 24th day of January, 1996, the foregoing instrument of writing was this day produced to me in said State and County by J. Michael Banas, and was executed and acknowledged by corporation to be his free and voluntary act and deed.
* 2nd Vice President of NBD Bank



Diana M. Jordan
Diana M. Jordan, Notary Public
Acting in Wayne County
Oakland County, Michigan
My Commission Expires: January 26, 1998

(Page 12 to Declarations of Covenants
and Restrictions for York Woods
Subdivision No. 5)