AMENDED AND RESTATED
WINTERGREEN PARK DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

This Amended and Restated Declaration of Covenants, Conditions and Restrictions amends and restates in its entirety the Wintergreen Park Declaration of Covenants, Conditions and Restrictions dated December 4, 1995, and recorded in Liber 15889, Pages 302 - 324, Oakland County Records.

RECITALS

A. The Developer has transferred all right, title and interest in and to the Wintergreen Park Subdivision, covering real estate located in the City of Novi, County of Oakland, State of Michigan, recorded in Liber 342, Pages 20 - 31 inclusive , Oakland County Records. Therefore the Developer no long has any interest in the Wintergreen Park Homeowners Association.

B. The Association desires to amend and restate the Covenants, Conditions and Restrictions to suit the needs of the homeowners and to promote the proper use and appropriate development and improvement of property known as Wintergreen Park Subdivision; protect the Owners of the property therein against improper use of Lots within the Subdivision which may depreciate the value of the property; encourage the construction of attractive improvements thereon and establish appropriate locations thereof to secure and maintain proper setbacks from the streets and adequate free spaces between structures; promote high standards of maintenance and operation of community facilities, open areas and services for the benefit and convenience of all Owners of the property and all residents; and in general provide for a residential subdivision of a high quality and character.

C. Association By-Laws Article XII section 1 provides that the Declaration may be amended by the written consent of 50% of the lot owners.

ARTICLE I
DEFINITIONS

1. "Association" shall mean Wintergreen Park Homeowners Association.

2. "Common Areas" shall mean those portions, if any, of the Property (including improvements thereon) for the common use and enjoyment of the Owners, which are designated as open space, park, retention pond and/or other common areas on the recorded plat.

3. "Lot" shall mean each unit of land designated for residential use and the Construction thereon of a single family dwelling unit, and as also identified as a Lot on the

recorded plat.

4. "Member" shall mean a member of the Wintergreen Park Homeowners Association.

5. "Owner" shall mean the holder or holders of the record fee simple title to, and/or the land contact purchaser of, a Lot, whether one or more persons or entities. The term "Owner" shall not include any mortgagee or any other person or entity having an interest in a Lot merely as security for the performance of an obligation, unless and until such mortgagee or other person or entity shall have acquired fee simple title to such Lot by foreclosure or other proceeding or conveyance thereof in lieu of foreclosure. In the event that more than one person or entity owns an interest in the fee simple title to a Lot, or in the event any Lot is subject to a land contract, then the interests of all such persons or entities, and the interest of the land contact seller and purchaser, collectively shall be that of one Owner.

6. "Property" shall mean that certain real property described on Exhibit A attached hereto and previously made a part hereof.

7. "Subdivision" shall mean a single family residential subdivision known as Wintergreen Park.

8. "Wetlands" shall mean those portions of the Property which are designated as wetland on the plat which is recorded and/or which are designated as regulated wetlands by any other governmental unit or agency having jurisdiction over the Property.

9. "Woodlands" shall mean those portions of the property subject to woodlands protection under the ordinances of the City of Novi.

10. "Rules and Regulations" shall mean the rules, regulations and policies governing the subdivision, including the use of lots and common areas that may be promulgated by the Board of Directors of the Association.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

The real Property which is subject to and which shall be held, transferred, sold, conveyed and occupied pursuant to this Declaration is more particularly described on Exhibit A attached hereto, and the same may be amended.

ARTICLE III
WINTERGREEN PARK HOMEOWNERS ASSOCIATION

Purpose. The association and its Members shall have those rights and obligations which are set forth in this Declaration and in the Articles of Incorporation and By-Laws of the Association, as amended.

The purposes of the Association shall be to maintain all Common Areas for the common use of all residents and Owners of Lots, and to arrange for the provision of services and facilities of common benefit, and in general to maintain and promote the desired character of Wintergreen Park.

ARTICLE IV
RIGHTS IN COMMON AREAS

Section 4.01. Right of Members to Use Common Areas. Each Member of the Association shall have the right and non-exclusive easement to use the Common Areas for the purposes provided herein. Such right and easement shall be appurtenant to, and shall pass with title to, every Lot and unplatted portion of the Property.

The Common Areas shall be retained as open space, park and recreation areas to be used solely for passive recreation activities and civic and cultural activities, and no dwellings shall be erected thereon. In addition, the Common Areas shall be used subject to the following provisions:

(a) There shall be no activity within any Wetlands or Woodlands except such as is permitted by applicable statutes, ordinances, rules and regulations of those governmental units having jurisdiction.

(b) The Common Areas shall be used and maintained in accordance with the provisions of all maintenance and/or easement agreements which are now or hereafter entered by the Association and the City of Novi with respect to the Property or any portion thereof, and any amendments to such agreements.

(c) The Association shall have the right to establish rules and regulations as the Board of Directors may deem necessary or desirable for the safe, orderly and convenient operation and use of the Common Areas and the improvements, equipment or facilities located thereon.

(d) The Association shall have the right to suspend the right of any person to use the Common Areas or the facilities located thereon for a period not in excess of thirty (30) days for each infraction of any rule or regulation promulgated by the Board of Directors.

(e) The Association shall have the right to charge reasonable admission and

other fees for the use of any facility or improvement located in the Commons Areas.

(f) The Association shall have the right to establish such rules and regulations as the Board of Directors may deem necessary or desirable for the preservation of any Wetlands and Woodlands located on any portion of the Property.

Section 4.02. Common Area Easements. The Association and the City of Novi, their agents and representatives, shall have a perpetual easement for reasonable access to the Common Areas at all reasonable times for purposes of maintenance, repair, operation and improvement thereof.

Private easements, if any, within the Common Areas for the construction, installation, repair, maintenance and replacement of public utilities and/or for other easement purposes, including all related equipment facilities and appurtenances thereto are shown on the recorded plat.

ARTICLE V
COVENANTS FOR MAINTENANCE AND CAPITAL CHARGES

Section 5.01. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot, by accepting conveyance of such Lot, or, by entering into a land contract for the purchases of such Lot, shall be deemed to covenant and agree to pay to the Association when due the assessments described below, regardless of whether or not such covenant shall be expressed in such instrument of conveyance or land contract:

(a) annual assessments to meet regular Association expenses, which shall include such assessments required to maintain any easement referenced in Section 6.29 of this declaration; and

(b) special assessments for capital improvements, to be established and collected as set forth below; and

(c) special assessments for maintenance of Owners= premises, to be established and collected as set forth below; and

(d) all other assessments for taxes, levies, assessments or other charges lawfully imposed or charged to the Association with respect to the Common Areas.

The foregoing assessments, together with such interest thereon and costs of collection thereof (including court costs and reasonable attorney's fees) which are described

below, shall be a lien on the Lot against which they are made and all improvements thereon. Each such assessment, together with interest thereon, and the costs of collection thereof, in addition to constituting a lien obligation, jointly and severally, of each person who was the Owner of the Lot, on the date the assessment was established.

Section 5.02. Purpose of Annual Assessments. The annual assessments levied under this Article V and the working capital funds required under Section 5.02 (c), shall be used by the Association for the purpose of: (i) promoting the recreation, health, welfare and safety of the residents of the Property; (ii) improving, landscaping and maintaining the Common Areas; (iii) providing services and facilities for the benefit of residents and Owners of the Property; (iv) maintaining, beautifying and improving the streets, parkways, rights-of-way and entrance ways within the Property; and (v) discharging any taxes, insurance premiums and mortgage installments relating to the Common Areas and improvements thereon.

Section 5.03. Annual Assessments. Commencing in the year the Association is formed, and for each fiscal year of the Association thereafter, annual assessments shall be levied and paid in the following manner:

(a) The Board of Directors of the Association shall levy against each Lot an assessment, based upon the projected costs, expenses and obligations of the Association for the ensuing fiscal year, which assessment shall be a specified amount per Lot. If the actual costs, expenses and obligations of the Association exceed the projected amount, the Board of Directors of the Association shall have the right to levy against each Lot and such additional assessments as may be necessary to defray such additional costs, expenses and obligations.

(b) The Board of Directors of the Association shall send a written notice of assessment to each owner stating the amount of the assessment established by the Board for the ensuing year. Each owner shall pay the assessment within thirty (30) days from the date the written statement is mailed. Assessments not paid within thirty (30) days are delinquent and interest shall accrue at the rate established by resolution of the Board of Directors, which interest shall not exceed the highest rate allowed by law.

(c) The Board of Directors may, in its discretion, establish an installment payment plan for any regular or special assessment and may charge interest in connection therewith.

Section 5.04. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 5.03 above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, repair or replacement of any equipment and other personal property relating thereto, provided, however, that no such special assessment shall be levied unless first approved by 60% of the

Members eligible to vote, cast in person or by proxy at a meeting of the Association Members duly called for such purposes. Written notice of such meeting shall be sent to all Members at least ten days in advance of the meeting, which notice shall set forth the purpose of the meeting. Any such special assessments shall be due and payable according to the terms and conditions and in the manner specified in the resolution of the Association. Any special assessment not paid when due shall be deemed delinquent and interest shall accrue on such delinquent assessment at the rate established by resolution of the Association Board of Directors, which interest shall not exceed the highest rate allowed by law.

The quorum required for the first meeting called for the purpose of voting on a special assessment shall be at least 60% of all of the then authorized votes present, either in person or by proxy. If the required quorum is not present at the first meeting called for the purpose of considering the special assessment, another meeting may be called for said purpose, with notice thereof to be given as provided for in this Section 5.04 and the required quorum at any such subsequent meeting shall be two – thirds (2/3) of the required quorum for the first meeting, provided that such second meeting is held within sixty (60) day from the date of the first meeting.

Section 5.06. Certificate With Respect to Assessments. Upon the written request of any Owner, the Association shall furnish, within a reasonable time, a written certificate regarding the status of any assessments levied against such Owner's Lot(s). Any such certificate, when properly issued by the Association, shall be conclusive and binding with regard to the status of the assessment as between the Association and any bona fide purchaser of said Lot(s) described in the certificate and the lender who has taken a lien on said Property as security for the repayment of a loan.

Section 5.07. Subordination of Liens to Mortgages. The lien for assessments provided for in the Article V shall be subordinate to the lien of any mortgage or mortgages, held by any bank, savings and loan association, insurance company, mortgage company or other similar institution, existing of record at the time the lien for assessments shall be imposed. Sale or transfer of a Lot, or any portion thereof, shall not affect the assessment lien. However, the sale or transfer of any Lot in connection with a mortgage foreclosure proceeding, or any proceeding in lieu thereof, shall extinguish the lien of the assessments, interest and charges, which became due prior to such sale or transfer, but in no such event shall the prior Owner of said Lot be relieved of any liability for such obligations and debts. No sale or transfer pursuant to any foreclosure proceeding, or any proceeding in lieu thereof, shall relieve any Lot from any assessments thereafter levied or from the lien accruing from such assessments, and no subsequent sale or transfer, expect pursuant to a foreclosure proceeding or a proceeding in lieu thereof, shall release such Lot from liability for any assessment, interest or charges which thereafter become due or from any lien therefor.

Section 5.08. Collection of Assessment and Creation of Lien. If any assessment shall not be paid within thirty (30) days from the date payment is due, the Association may sue the Owner and obtain a personal judgement against said Owner and/or may enforce the lien in

the same manner as, and by following similar procedures which are required for, the foreclosure of mortgages, whether by advertisement or judicial action, including the allowance of such costs and reasonable attorney's fees as would be taxable in the foreclosure of a mortgage.

Section 5.09. Action by the City of Novi. In the event the Association fails at any time to maintain the Commons Areas in reasonable order and condition, the City of Nov may serve written notice upon the Association setting forth the manner in which the Association has failed to maintain the Commons Areas and such notice shall include a demand that deficiencies of maintenance be cured within thirty (30) days thereof and shall further state the date and place of a hearing thereof before the City Council or such other board, body or official to whom the City Council shall delegate such responsibility, which shall be held within fourteen (14) days of such notice.

If deficiencies set forth in the original notice, or any modification thereof, shall not be cured within such thirty (30) day period or any extension thereof, the City of Novi, in order to prevent the Common Areas from becoming a nuisance, may maintain the same and the costs of maintenance shall be assessed against the Owners of the Lots and their respective successors and assigns, which assessment shall be payable in the manner required by the City of Novi. In addition to other methods of collection, the City of Novi shall have the right to place such assessment on the City Tax Rolls of the assessed property.

ARTICLE VI
GENERAL RESTRICTIONS

Section 6.01. Land and Building and Use Restrictions. All the Lots in the Subdivision sold or conveyed to individual purchasers shall be used exclusively for single-family residential purposes. Except as it may be permitted herein, no structure shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwellings. No part of any dwelling or other structure shall be used for any activity normally conducted as a business, except as may be permitted as a home occupation under the Ordinances of the City of Novi.

Section 6.02. Dwelling Size. No plans for any dwelling will be approved unless the proposed dwelling has the minimum square footage of livable floor area of 2,911 square feet. The term "livable floor area" shall exclude garages, basements including walkout basements, patios, decks, open porches, entrance porches, terraces, storage sheds and like areas even if attached to the main dwelling. The term shall include enclosed porches if the roof of the porch forms an integral part of the roofline of the main dwelling. All garages must be side entry. All garages must be attached to the dwelling and be architecturally related to the dwelling. Association may waive the side-entry requirement at its sole discretion. No garage shall provide space for less than three automobiles. Carports are specifically prohibited. All new construction or remodeling shall be consistent with home in the neighborhood. All plans must be pre-approved by the Board of Directors of the Association.

Section 6.03. Building Materials. Old and/or pre-existing buildings may not be moved on to any Lot in the Subdivision, and no used material except reclaimed brick may be used in construction. The exterior of all buildings must be brick, stone, wood, or any other material which is approved by the Board of Directors of the Association in the Board's sole discretion, or a combination thereof. Visible exteriors of vinyl siding, cement, slag, cinder block, asbestos siding or concrete are prohibited. Windows must be consistent construction and design with the rest of the dwelling.

Section 6.04. Building Location. No dwelling, building or other structure shall be placed, erected, altered or located on any Lot nearer to the front, side or rear Lot line than is permitted by the Ordinances of the City of Novi in effect from time to time.

Section 6.05. Landscaping and Grass Cutting. Upon completion of a residential dwelling on any Lot, the Owner thereof shall cause such Lot, except in wooded areas, Woodlands and Wetlands, to be finish graded, seeded or sodded and suitably landscaped as soon after such completion as weather permits, and in any event within eight (8) months from the date of completion. When weeds or grass located on any Lot exceed six (6) inches in height, the Owner of said Lot shall mow or cut said weeds and grass over the entire Lot except in wooded areas, Woodlands and Wetlands. If said Owner fails to mow or cut weeds or grass within ten (10) days after being notified in writing, the Association may perform such work and the cost thereof shall be reimbursed to the Association by the Lot Owner and said cost shall become a lien upon the Lot(s) involved until paid. Lot owners that border Ten Mile must also maintain suitable landscaping for the area that abuts Ten Mile Road. Association will perform the mulching and weeding on the outer half of the berm facing Ten Mile Road and Wintergreen Circle for the properties that have backyards facing Ten Mile Road.

Section 6.06. Pets. Only domesticated pets shall be allowed and only two domesticated pets shall be kept or maintained on any Lot. No other types of animals or fowl shall be kept or maintained on any Lot. Household pets shall be confined to the Lot except when accompanied by the pet's owner. Pets causing a nuisance or destruction shall be restrained. The pet owner shall be responsible for cleaning up pet waste both on their Lots, on another Lot and in the Common Area. Excessive barking is prohibited and the Owner is responsible to appropriately restrain the dog. All dogs must be on a leash when not on its owner's Lot. Any violation of the rules will result in one warning and thereafter a fine as determined by the Board of Directors.

Section 6.07. Fences, Decks, etc. No fence, deck, patio, paved area, wall, berm or hedge of any kind shall be erected or maintained on any Lot (other than Lots built along Ten Mile Road) without the prior written approval of Association. No fence, deck, patio, paved area, wall or hedge shall be maintained or erected which blocks or hinders vision at street intersections. All pool fences shall exceed the minimum standards as established by the City of Novi. All fences must be approved by the Association board. All fences along Ten Mile Road must be within the inside of the berm.

Section 6.08. Outbuildings. No tent, shack, tool storage shed, barn, tree house, play house or other similar outbuilding or structure shall be placed on any Lot at any time, either temporarily or permanently unless approved by Association in writing. Plans for swimming or bath houses must be specifically approved by Association and the City of Novi.

Section 6.09. Vehicles. Trailers, trucks, aircraft, commercial vehicles, house trailers, inoperative vehicles, vehicles with signage, boats or boat trailers, mobile homes, campers or other recreational vehicles or other vehicles, expect passenger cars, passenger vans and sport utility passenger vehicles shall not be parked or maintained on any Lot unless in a suitable private garage with the garage door closed and which garage is built in accordance with the restrictions set forth herein, and shall not be parked upon any street within the subdivision except for commercial vehicles when present on business and then only for a limited period of time reasonably necessary to conduct the business.

Section 6.10. Unsightly Conditions. It shall be the sole responsibility of each Lot Owner to take all steps necessary to prevent its Lot and any dwelling, improvements and/or structures located thereon from becoming unsightly or unkept or from falling into a state of disrepair so as to decrease the beauty of the Subdivision.

Section 6.11. No Noxious Activities. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any animals or device or thing of any sort whose normal activities or existence is in any way noxious, noisy, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the reasonable enjoyment of other property in the neighborhood.

Section 6.12. No Above Ground Swimming Pools. No above ground swimming pools shall be erected or maintained on any Lot.

Section 6.13. Driveways. All driveways and approaches shall be paved with concrete and shall be completed prior to occupancy of the dwelling except to the extent prohibited by strikes or weather conditions, in which case the paving shall be completed within thirty (30) days of the termination of the strike or adverse weather. The Association may waive in writing any or all of the requirements in its discretion.

Section 6.14. Wetland Buffer on Lots 24 and 23. A wetland mitigation buffer area easement (the "buffer area") is located on the southerly 10 feet of Lot 24 of the Subdivision. The owner of the house on Lot 24 shall plant and maintain shrubs in this buffer area in accordance with the types of plants shown on Sheet LP3 dated June 12, 1995 of the engineering plans for the Subdivision, a copy of which is on file with JCK & Associates, Inc., 45650 Grand River Avenue, Novi, MI 48376, (810) 348-2680, the City's consulting engineers. The planting of the shrubs should be spread out and staggered every approximately 10 feet along the buffer area. The owner of Lot 24 shall refrain from (I) depositing any material, (ii) removing any soils, minerals or other vegetation, (iii) dredging, filling or land balancing, or (iv) constructing

any temporary or permanent structures within the wetland mitigation buffer area; and none of the aforementioned activities shall take place except and only to the extent determined to be in the public interest by the City's body undertaking a plan review if such activity is requested by the lot owner. The intent of the above provisions is to require a minimum setback from wetlands and watercourses and to regulate property within such setback in order to prevent physical harm, impairment or destruction of or to such wetlands and watercourses. It is further understood by the City, however, that the above shrubs planted in the buffer area will not create a new wetland area by virtue of the fact that the shrubs are wetland type vegetation. Also, a wetland buffer area easement (the "Buffer Area") is located on the northerly 20 feet of Lot 23 of the Subdivision as shown on the Plat. The owner of Lot 23 shall refrain from (I) depositing any material, (ii) removing any soils, minerals or other vegetation, (iii) dredging, filling or land balancing, or (iv) constructing any temporary or permanent structures within the wetland mitigation buffer area; and none of the aforementioned activities shall take place except and only to the extent determined to be in the public interest by the City=s body undertaking a plan review if such activity is requested by the lot owner. The intent of the above provisions is to require a minimum setback from wetlands and watercourses and to regulate property within such setback in order to prevent physical harm, impairment or destruction of or to such wetlands and watercourses.

Section 6.15. Removal of Unsightly Growth. The Association after reasonable written notice to Lot Owner(s), reserve the right to enter upon any residential Lot for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth which in the opinion of the Association detracts from the overall beauty, setting and safety of the Subdivision. Such entrance for the purpose of mowing, cutting, clearing, or pruning shall not be deemed a trespass. The Association may likewise enter upon such land to remove any trash which has collected on such Lot without such entrance and removal being deemed a trespass. The provisions of this paragraph shall not be construed as an obligation on the part of Association to mow, clear, cut or prune any Lot nor the provide garbage or trash removal services. In the event Association deems it necessary in its sole discretion to take the actions necessary as provided for herein, any costs and expenses incurred may be assessed by Association against the Lot(s), and, if not paid, shall be treated as a lien upon the respective Lot(s) and collected and/or foreclosed upon in the same manner as set forth in Section 5.09 above, but which lien shall be subordinate to liens of mortgages as set forth in Section 5.08 above.

Section 6.16. No Outside Laundry. ~~No laundry shall be hung for drying outside of the dwelling.~~ No laundry shall be hung for drying outside of the dwelling, except that clotheslines are permitted only to the extent protected by the Homeowners' Energy Policy Act (M.C.L. 559.301 et seq.) and subject to the reasonable, non-prohibitive safety and aesthetic rules established in Article IX of this Declaration.

Section 6.17. Grading. The grade of any Lot or Lots in the Subdivision may not be changed without the written approval of Association. This restriction is intended to prevent interference with the master drainage plans for the Subdivision. Furthermore, and subject to

prior approval by the Association, any builder upon, or Owner of, an immediately abutting Lot shall have the right to enter upon any Lot in the Subdivision before or after occupancy of a dwelling has been delivered to an Owner for the sole purpose of modifying grades due to construction on immediately abutting Lots in order to preserve the master drainage plans of the Subdivision. Unless such entry was made because the Lot upon which the entry was made was not graded to the grading plan approved by the City or such modification thereof approved by the City and Association, such party so entering the Lot shall restore the Lot Owner=s property to its original or similar condition which existed prior to any work which such party entering had elected to do in order to preserve the integrity of the drainage system of the Subdivision.

Section 6.18. Air-Conditioners. No "through the wall", including "through the Window", air-conditioners may be installed in any dwelling or structure in the Subdivision. No outside compressors for central air-conditioning units or other similar machinery may be located other than in the rear yard and must be located within seven (7) feet of a rear wall of the dwelling located thereon and shall not project past the sidewalls of the dwelling so as to extend into a side yard.

Section 6.19. Basketball Backboards. Except for corner Lots, if the dwelling is constructed with a side entry garage a basketball backboard or basket may be constructed on the garage on the garage door side or if free standing the basketball backboard shall not be located where it is closer to the street than a line running parallel to the street extending perpendicular from the midpoint of the face of the width of the garage to the nearest boundary line of the Lot. Otherwise, when the dwelling constructed on the Lot has a front entry garage or is located on a corner Lot, basketball backboards or baskets may be installed only in the rear yard of each Lot and shall not project into the side year of any Lot whether free standing, attached to a dwelling, garage or any other structure. Any of the above requirements may be waived in writing by the Association at its discretion.

Section 6.20. No Weapons. The use of any B-B guns, firearms, air rifles, pellet guns, bow and arrow, sling-shot or any other weapon of any kind, is prohibited in the Subdivision.

Section 6.21. Right of Entry for Utilities. Subject to all applicable municipal ordinances, the Association reserves perpetual, alienable and releasable easements, and the right to go on, over and under the Lots in the Subdivision, as shown on the final plat, for purposes of installing and maintaining all public utilities and conveniences, including, but not limited to: storm sewers, water and drainage lines, electric and telephone wires, cables and conduits, water mains, gas lines and cable T.V. lines. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, to make any gradings of the soil or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any license of Developer, but this reservation shall not be considered an obligation of the Association to provide or maintain any such utility or service.

Section 6.22. Extension of Utility Lines. Subject to all applicable municipal

ordinances, each Lot Owner in the Subdivision shall cause to be installed, maintained, repaired and replaced, at its sole expense, electrical service conductors and telephone facilities from the public easements to the dwelling located on the Lot. Each Lot Owner shall be solely responsible for any injury to persons or property occurring during the installation or maintenance of said services, except for such responsibility accruing by law against the utility company or others for the installation and maintenance of same.

Section 6.23. Transformer Enclosures. No shrubs or foliage shall be permitted on any Lot within five (5) feet of any transformer enclosures or secondary pedestals.

Section 6.24. No Direct Access. No direct vehicular access is permitted to Ten Mile Road from Lots 1, 29, 30 and 31, except that during the development of the Subdivision and construction of the home therein temporary construction vehicle access may be permitted over any of said Lots in the discretion of both Developer and the Owner of the Lot and also subject to any conditions placed by either or both parties on such permission and also subject to any permits or approvals required from any governmental agency having jurisdiction therein.

Section 6.25. Improvements Within Easements. No dwellings, improvements or structures may be constructed or maintained over or on any easements, provided, however, that after the aforementioned utilities in Section 6.21 have been installed, such areas may be sodded. All other planting or Lot-line improvements of any type over or on said easements shall be allowed only upon prior written approval the Association and only so long as they do not interfere with, obstruct, hinder or impair the drainage plan of the Subdivision, and sl long as access is granted, without charge or liability for damages, for the maintenance of the utilities and underground drainage lines so installed, for surface drainage and/or for the installation of additional facilities.

Section 6.26. Landscape Easements. Easements shall be and are hereby reserved to the Association for the erection, maintenance, repair, alteration, improvement and replacement of the berm and any landscaping, sprinkling systems, or other items now or hereafter installed thereon, if any, in, on, over and through the fifteen (15') foot wide greenbelt easement and/or non-access to 10 Mile Road easement on Lots 1, 29, 30 and 31 as shown on the plat. Except to the extent waived in writing by the Association and if and until such time as irrigation, maintenance, repair, and replacement of same is assumed by a homeowners association as provided herein, the Owner of each of said Lots shall irrigate the berm plantings, including without limitation any sod or grass, in a similar way it irrigates its Lot and also shall maintain, repair and replace the berm and any landscaping, sprinkling systems and all other items on that part of said easement located on its Lot. Maintenance of the plantings, being all landscaping and including without limitation any shrubs, trees, sod or grass, in said easement shall be maintained per City of Novi standards. The berm and any landscaping, sprinkling systems and all other items now or hereafter installed thereon shall not be removed or disturbed without the prior approval of Developer. No other additional landscaping, sprinkling systems or other items shall be installed in said easement without the prior approval of Developer and also, if applicable, without the prior approval of the City of Novi or its planning staff.

The Association, after reasonable written notice to the Owner of any of said Lots, as the case may be, reserves for itself the right to enter upon any or all of said Lots for the purpose of irrigating any or all of the berm plantings, being all landscaping and including without limitation any shrubs, trees, sod or grass or maintaining, repairing, or replacing the berm and any plantings, sprinkling systems or other items in said easement which, in the sole discretion of the Association, the Owner of the respective Lot has failed or is failing to do as required above. Such entrance for any such purposes shall not be deemed a trespass. There provisions shall not be construed as an obligation on the part of Developer to irrigate the berm plantings or to maintain, repair or replace the berm and any plantings, sprinkling systems or other items in said easement. In the event the Association deems it necessary to take the actions necessary as provided herein, any costs or expenses incurred may be assessed by the Association against any of said Lots for the above actions upon or involving that portion of said easement on such respective Lot, and, if not paid, shall be treated as a lien upon the respective Lot(s) and collected and/or foreclosed upon in the same manner as set forth in Section 5.09 above, but which lien shall be subordinate to liens of mortgages as set forth in Section 5.08 above.

Section 6.27. Signs. No commercial signs, except "for sale" signs of a normal and usual size, shape and material, shall be erected or maintained on any Lot except as may be approved by the Association or except as may be required by legal proceedings. If such approval is granted, the Association reserves the right to restrict size, color and content of such signs. Any or all property identification signs, mailboxes, delivery receptacles, yard lights and the like may be required by the Association to be of a standard color, size and style determined or approved the Association.

Section 6.28. Antenna. No outside television antenna or other antenna, aerial, saucer or similar device shall be place, constructed, altered or maintained on any Lot unless approved in writing the Board of Directors.

Section 6.29. Storage of Materials. The stockpiling and storage of building and landscaping materials and/or equipment shall not be permitted on any Lot except for such materials and/or equipment that may be used within a reasonable length of time, but in no event shall the storage of landscape material extend for a period of more than thirty (30) days.

Section 6.30. Debris Removal. Any debris resulting from the destruction in whole or in part of any dwelling, improvement or structure on any Lot in the Subdivision shall be removed with all reasonable dispatch from such Lot in order to preserve the sightly condition of the Subdivision.

Section 6.31. House Elevations. No substantially similar front elevation in style and color of any dwelling shall be duplicated on any Lot less than three hundred (300) feet away along the front Lot lines unless approved by the Association or the Architectural Control Committee as provided in Article VII.

Section 6.32. Entranceways. The design, construction, type of material and color

used or any Subdivision entranceways, including any entryway gates, walls or fences, if any, and any other ornamental structures which the Association may install or erect in the Subdivision, and the design and materials used in any landscaping installed in, on or around any of the aforementioned structures and improvements or in a greenbelt easement or elsewhere in the Subdivision (collectively referred to as "Subdivision Improvements") shall not be altered without the prior written consent of the Association, nor shall any additions be made thereto without the Association's prior written consent. No assignment or transfer of the Association's rights or powers pursuant to Articles III or IV hereof shall give any other entity the right to approve any additions or alterations to the above-mentioned Subdivision Improvements unless expressly then or thereafter provided for in writing by the Association.

Section 6.33. Gardens. No vegetable or other gardens shall be permitted on any Lot, expect for flower gardens, without the express approval of the Association. No compost piles shall be permitted on any Lot without the express approval of the Association.

Section 6.34. Swimming Pool Fencing. Fencing on a Lot will be allowed as required by City of Novi code for an in-ground swimming pool. Any fence in this case must be approved as to height, length, material type and such other required specifications of the City of Novi. Furthermore, the type, style and location of fence must be approved by the Association in writing. The Association reserves the right to refuse the proposed location, plans and specifications for the construction of said fence in the sole discretion of the Association, including decisions based upon purely aesthetic considerations.

Section 6.35. Dumping Prohibited. No Lot shall be used or maintained as a dumping ground for rubbish or debris of any kind. Trash and others forms of waste shall not be kept on any Lot except in closed sanitary containers concealed from public view.

Section 6.36. Soil Removal.Soil removal from Lots shall not be permitted except as required for building construction and as permitted by the Association.

Section 6.37. Underground Wiring.No permanent lines or wires for communication or other transmissions of electrical or power (except transmission lines located on existing or proposed easements created by, or with consent of, the Association) shall be constructed, placed or permitted to be placed anywhere above ground on a Lot other than on or within buildings or structures.

Section 6.38. Maintenance of Side Strips. Owners of Lots shall be responsible for the maintenance of parkways or public rights-of-way located between their Lot lines and edges of street pavements on which said Lots abut.

Section 6.39. Tree Removal. Clear-cutting or removal of trees greater than eight (8) inches caliper at breast height shall not be permitted unless such clear-cutting or tree removal is in compliance will all applicable municipal ordinances, including but not limited to, the City of Novi Woodlands Ordinance. Prior to commencement of construction, each Lot Owner shall

submit to the City of Novi, if required by the City for its approval, a plan for the preservation of such trees, in any, in connection with the construction process.

Section 6.40. Motorized Vehicles. No trail bikes, motorcycles, snowmobiles or other motorized recreational vehicles shall be operated on any Lot or in any drain easement, side strip, Common Areas, or retention area of the Subdivision.

Section 6.41. Screening. Recreational structures, including swimming pools, tennis courts, whirlpools, hot tubs and the like, if permitted in writing by the Association, shall, to the extent required by the Association, be screened from any street lying entirely within the Subdivision, by wall, solid frame, evergreen hedge or other visual barrier as approved in writing by the Association and in compliance with all laws and governmental regulations and ordinance pertaining thereto.

Section 6.42. Wetlands and Flood Plain.

(a) The Wetlands shall not be modified in any manner unless a permit for such modification has been issued by the City of Novi, and any other governmental unit or agency having jurisdiction over the Wetlands within the Subdivision.

(b) An easement for the conservation of wetland (the "Conservation Easement") is hereby granted to the City of Novi (the "City") in, over and upon Wintergreen Park West located in the Subdivision (the "Easement Premises") on the following terms and conditions:

1. Except as authorized under City of Novi Wetland and Watercourse Permit SP #92-38WET for the Subdivision issued June 21, 1995, the owner of the Easement Premises shall refrain from altering the topography of, placing fill material in, dredging, removing or excavating any soil, or minerals from, draining surface water from, constructing or placing any structure on, plowing, tilling, cultivating, or otherwise altering or developing the Easement Premises, including, but not limited to cutting or removal of vegetation, gardening, or agricultural activities.

2. The purpose of the Conservation Easement is to maintain the Easement Premises in its natural and undeveloped condition after completion of the work provided for under the above Permit, and the owner of the Easement Premises shall maintain the Easement Premises in said natural and undeveloped condition.

3. This Conservation Easement does not grant or covey to the City or member of the general public any right of ownership, possession,

or use of the Easement Premises.

4. Upon reasonable notice to the owner of the Easement Premises, the City, and its authorized employees and agents, may enter upon and inspect the Easement Premises to determine whether it is being maintained in compliance with terms of this Conservation Easement.

5. This Conservation Easement may be enforced by the City by either an action at law or in equity and shall be enforceable against the owner of the Easement Premises or any other person despite a lack of privity of estate or contract.

6. This Conservation Easement shall run with the land in perpetuity unless modified or terminated by written agreement of the owner of the Easement Premises and the City.

7. The owner of the Easement Premises shall indicate the existence of this Conservation Easement on all deeds, mortgages, land contracts, plats, and any other legal instrument used to convey an interest in the Easement Premises.

8. Within 90 days after the recordation of this Declaration of Covenants, Conditions and Restrictions, or as soon thereafter as weather permits, the owner of the Easement Premises, at its sole expense, shall place signs, fences, vegetation of shrubs and/or trees, or other suitable marking along the boundary of the Easement Premises to clearly demarcate the boundary of the Easement Premises.

9. This Conservation Easement shall be binding upon the successors and assigns of the owner of the Easement Premises and the City.

(c) Portions of the Subdivision are situated in a 100 year floodplain area. The contour of the floodplain areas are delineated on the Plat of the Subdivision and are established by the Michigan Department of Natural Resources at elevation 939.5 (N.G.V. Datum). No filling or occupation of the floodplain area will be allowed without approval of the Michigan Department of Natural Resources. Unless waived by the Michigan Department of Natural Resources, any building used or capable of being used for residential purposes and occupancy within or affected by the floodplain shall comply with all of the following requirements:

A. Be located on a Lot having a minimum buildable site of 3,000 square feet

of its area at its natural grade above the elevation of the line defining the floodplain limits. The buildable site shall exclude all setbacks and easements.

B. Be served by streets within the Subdivision having surfaces no lower than 1 foot below the elevation defining the floodplain limits.

C. Have lower floors, excluding basements, not lower than the elevation defining the floodplain limits.

D. Have openings into the basement not lower than the elevation defining the floodplain limits.

E. Have basement walls and floors, if below the elevation defining the floodplain limits, which are watertight and designed to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the floodplain limits following methods and procedures outlines in chapter 5 for type A construction and chapter 6 for class 1 loads found in the publication entitled "Flood Proofing Regulation", EP 1165 2 314, prepared by the office of the chief of engineers, United States Army, Washington, DC, June 197. Figure 5 on pages 14-5 of the regulations shows typical foundation drainage and waterproofing details. This document is adopted by reference in these restrictions and has been available at no cost from the Department of Natural Resources, Land and Water Management Division, Stevens T. Mason Building, P.O. Box 3028, Lansing, Michigan 48909, or Department of the Army Corps of Engineers, Publication Depot. 890 S. Pickett, Alexandria, Virginia 22060-5586.

F. Be equipped with a positive means of preventing sewer backup from sewer lines and drains which serve the building.

G. Be properly anchored to prevent flotation.

The provisions of this Sub-Section 6.42 (c) shall be perpetual and shall not be amended without the consent of the Michigan Department of Natural Resources, its successors and assigns.

Section 6.42. Reservation of Easements. Private easements, if any, for the construction, installation, maintenance and replacement of public utilities, and all related equipment, facilities and appurtenances, are shown on the recorded plat and are labeled thereon as private easements for public utilities. No structure, landscaping other materials shall be placed or permitted to remain within any of the foregoing easements which may damage or interfere with the installation or maintenance of the aforesaid utilities or which may change, obstruct or retard the flow or direction of water in, on or through any drainage channels, if any,

in such easements, nor shall any change be made by any owner in the finished grade of any Lot once established by the builder of any residential dwelling thereon, without the prior written consent of the Association. Access shall be granted to the Association and its successors and assigns by the Owner of each Lot to an easement which burdens such Lot for the maintenance of all improvements in, on over and/or under such easement, without charge or liability for damages. Except as may otherwise by provided in this Declaration, the Owner of each Lot shall maintain the surface area of all easements within his Lot, keep grass and weeds cut, keep the area free of trash and debris and take such actions as may be necessary to eliminate or minimize surface erosion. The Owner of each Lot shall be liable for any damage to any improvements which are located in, on, over and/or under the subject easements, including, but not limited to, damage to electric, gas, telephone and other utility and communication distribution lines and facilities, which damage arises as a consequence of any act or omission of the Owner, his agents , invitees and/or licensees.

Section 6.43. Reciprocal Negative Easements. Unless otherwise expressly provided for in this Declaration, no mutual or reciprocal negative easement shall be deemed to arise or be created hereunder with respect to any land situated outside the boundaries of the plat of this Subdivision.

Section 6.44. Water Supply Restrictions. Water mains and water lines have been, or shall be, installed within the Subdivision for the purpose of servicing each Lot by the Detroit Municipal Water Systems. However, due to a moratorium on new water taps within the City of Novi established by the Michigan Department of Health, the following restrictions shall apply to all Lots:

(a) No Lot shall be used for other than single family residential use.

(b) Permits, where applicable, for the installation of well water systems shall be obtained from the Oakland County Health Department prior to construction.

(c) Until such time as the Michigan Department of Health rescinds the moratorium on water taps, no Lots are permitted to connect to the public water system.

(d) All residential dwellings on Lots shall be served by a potable water supply system. All wells on individual Lots shall be drilled by a well driller, registered by the State of Michigan, to depths of at least 115 feet with adequate yield, unless a different depth is approved by the Oakland County Health Division. All wells shall be grouted completely through the clay barrier. A completed well log form for each potable water well shall be submitted to the Oakland County Health Division within sixty (60) days following the completion of each well.

(e) Although not considered health related by the Oakland County Health Division, the elevated hardness (190 mg/l) and high iron content (1.1 mg/1) of the well water may be aesthetically objectionable. Prospective residents must be made

aware that softening or treatment systems may be necessary or desirable for their drinking water, and by recordation of these restrictions prospective residents are hereby so advised.

(f) At such times as the moratorium on water taps is rescinded by the Michigan Department of Public Health, all Lot Owners shall install water meters and connect their residential dwellings to the public water supply system. When a Lot Owner connects its dwelling from the individual private well to the public water supply system, there shall be no cross connection between the public water system and an individual private well. Following the connection of a residential dwelling to the public water system, individual wells may be utilized for lawn irrigation and other outdoor purposes. If an individual private water well that has been disconnected from the residential dwelling is not utilized for lawn watering or other outdoor purposes, the well must be properly abandoned and filled in accordance with all applicable laws, ordinances, rules and regulations of all governmental entities having jurisdiction.

(g) Sanitary sewers and sewer leads within the Project which are located within the 10 to 50 foot isolation distance from a well must conform to ASTM-D-2241 (SPR26) with joints conforming to ASTM-D-3139/D3212, unless different specifications are permitted by the Oakland County Health Division. Otherwise, all sewers and sewer leads within the Subdivision must be located a minimum of 50 feet from any well.

6.45. Leasing of Lots. The following restrictions shall apply to the occupancy of all lots:

(a) All leases must be in writing, even if not rent or consideration is involved.

(b) The minimum leasing term shall be six (6) months.

(c) No written lease or occupancy period shall apply to brother, brother-in-law, sister, sister-in-law, parent, grandparent, or child of the owner(s).

(d) No room rental or subleasing is permitted. Tenants may only occupy lots as a single-family residence. A single-family residence shall mean one person, or not more than two unrelated persons who regularly and customarily reside together as a single household unit, or three or more persons who regularly and customarily reside together as a single household unit wherein no more than one such person is not related to all other persons by blood, marriage or legal adoption. Under no circumstances may more than one family reside on a lot at one time. As used in this section “reside” means occupy for more than thirty (30) days in any calendar year.

(e) The tenant must be a natural person and not an entity such as a corporation,

partnership, limited liability company, etc.

(f) Owners shall provide the Association with a completed lease registration form prior to the proposed occupancy.

(g) The Board of Directors may establish Rules and Regulations for leasing of a lot.

(h) The lease must provide that any violation of the Association's Rules and Regulations shall constitute a material breach of the lease and subject the tenant to eviction. The lot owner shall be responsible for the conduct of the tenant(s). The lot owner shall have the duty to bring his/her tenant(s) into compliance with the Association's governing documents and Rules and Regulations. If the lot owner fails to bring the conduct of the tenant into compliance, the Association shall have the authority to act as agent of the lot owner to take whatever action is necessary to abate the tenant's noncompliance. The Association shall have the right to recover any costs or fees, including attorney fees, incurred in connection with the actions of noncompliance by the owner and tenant.

ARTICLE VII
ARCHITECTURAL CONTROLS

Section 7.01. Architectural Controls. It is understood and agreed that the purpose of architectural controls is to promote an attractive, harmonious residential development having continuing appeal. Accordingly, unless and until the construction plans and specifications are submitted to, and approved in writing by the Board of Directors of the Association in accordance with the provisions of Section 7.02 below, (I) no building, fence, wall or other structure shall be commenced, erected or maintained, and (ii) no addition, change or alteration therein shall be made, except for interior alterations.

Section 7.02. Submission of Plans and Plan Approval. All plans, specifications and other related materials shall be presented to the Board of Directors for approval or disapproval. Said construction plans and specifications shall show the nature, kind, shape, height, materials (including samples of exterior building materials upon request), approximate cost of such building or other structure, proposed drainage of surface water, location and grade of all buildings, structures and improvements, as well as utilities and parking areas for the subject Lot. The Board of Directors shall have the sole authority to review and to approve or disapprove the plans or specifications and/or any part thereof. The Board of Directors shall have the right to refuse to approve any plans or specifications or grading plans, or portions thereof, which are not suitable or desirable in the sole discretion of the Board of Directors for aesthetic or other reasons. In considering such plans and specifications, the Board of Directors shall have the right to take into consideration compatibility of the proposed building or other structure with the surroundings and the effect of the building or other structure on the view from adjacent or neighboring properties. It is desired that trees be left in their natural state as much as practical.

The Board of Directors shall give its written approval or disapproval within thirty (30) days from the date of filing of complete plans, specifications and other materials by the applicant. The Board of Directors will aid and cooperate with prospective builders and make suggestions based upon its review of preliminary sketches. Prospective builders are encouraged to submit preliminary sketches for informal comment prior to the submission of architectural drawings and specifications. Failure of the Board of Directors to give written notice of its disapproval of any final architectural plans and/or specifications submitted pursuant to the requirements of this Article VII within thirty (30) days from the date submitted shall constitute approval thereof. The Board of Directors shall be entitled to charge each applicant a review fee in an amount not to exceed Two hundred Fifty and 00/100 ($250.00) Dollars, to reimburse the Board of Directors for any actual costs incurred in connection with the review of said applicant=s plans, specifications and related materials.

Neither the Association, the Board of Directors and/or the Architectural Control Committee referenced in Section 7.03 below, shall incur any liability whatsoever for approving or failing or refusing to approve all or any part of any submitted plans and/or specifications. The Board of Directors hereby reserves the rights to enter into agreements with the grantee (or vendee) of any Lot(s) (without the consent of grantees or vendees of other Lots) to deviate from any or all of the restrictions set forth in this Declaration, provided that said grantee or vendee demonstrates to Developer in Developer=s sole discretion that the application of the particular restriction(s) in question would create practical difficulties or hardships for said grantee or vendee. Any such deviation shall be evidenced by a written agreement and no such deviation or agreement shall constitute a waiver of any such restriction as to any other Lot or Owner.

Section 7.03. Architectural Control Committee. The Board of Directors may delegate and/or assign some of all of its rights, duties and obligations as set forth herein to a committee representing the Owners of Lots or to the Association. Such assignment shall be accomplished by a written instrument. If such assignment or delegation is made, the acts of decisions of he assignee or delegatee as to any matters herein set forth shall be binding upon all interested parties. If the Board of Directors delegates and/or assigns its rights and obligations under this Article VII to an Architectural Control Committee, said Committee shall consist of no less than three (3) Members and no more than five (5) Members, to be appointed by the Board of Directors. The Board of Directors may transfer his right to appoint members of the Architectural Control Committee to the Association. Until such time, however, the Board of Directors reserves the right to appoint and remove member of the Committee in its sole discretion.

ARTICLE VIII
GENERAL PROVISIONS

Section 8.01. Amendment. The covenants, conditions, restrictions and agreements of this Declaration may be amended by the Board of Directors of the Association subject to the

approval of the City of Novi if such approval is required, and except that, anything herein to the contrary notwithstanding:

(a) Sub-Section 6.42 (b) above and Section 6.14 above shall be perpetual and may not be amended or terminated without the consent of the City of Novi, its successors and assigns and the consent of the Developer, its successors and assigns, and

(b) Sub-Section 6.42 (c) above shall be perpetual and may not be amended or terminated without the consent of the Michigan Department of Natural Resources, its successors and assigns, and

(c) Section 6.44 above shall be perpetual and may not be amended or terminated without the consent of the Oakland County Health Division of the Oakland County Department of Institutional and Human Services, its successors and assigns.

In addition to the foregoing, the covenant, conditions, restrictions and agreements of this Declaration, may be amended, at any time following the date on which a Lot has been conveyed by Developer, by a written instrument, signed by both: (i) the Owners of (50%) fifty percent of the total Lots contained within the Subdivision.

Section 8.02. Term. The covenants, conditions, restrictions and agreements of this Declaration shall continue in full force and effect and shall run with and bind the land for a period of twenty (20) years from the date this Declaration is recorded and shall thereafter automatically be extended for successive periods of ten (10) years each, unless terminated by written instrument executed by (i) the Owners of not less than (50%) fifty percent of the total lots contained in the Subdivision. Notwithstanding anything to the contrary contained in the Declaration, the provisions of Sections 6.14, 6.22 and 6.27 of this Declaration, shall run forever, without right of termination or amendment unless modified or deleted pursuant to an amendment authorized by Section 8.01.

Section 8.03. Enforcement. The Association shall have the right at any times to proceed at law or in equity against any person violating or attempting to violate any provision contained in this Declaration, to prevent or abate such violations or attempted violations, to compel compliance with the terms hereof, to enter upon any land within the Subdivision and correct any condition in and remove any building, structure, improvement or item, erected, installed or maintained in violation of the terms hereof at the Lot Owner=s expenses, and to recover damages or other dues or assessments for any violation. Any such entry shall not constitute a trespass. The Association may recover against a Lot Owner violating the provisions of this Declaration all reasonable costs incurred by it in enforcing such provisions in any of the foregoing ways, including without limitation the cost of removing offending buildings, structures, improvements or items and reasonable attorneys fees and other litigation costs. Further, any Lot Owner protected by the provisions of this Declaration may seek enforcement of the provisions of this

Declaration against any person who shall violate or attempt to violate such provisions, and such enforcement may be by proceeding at law or in equity either to restrain violations or to recover damages or both. Failure to enforce any provision contained in this Declaration in any particular instance shall not be deemed a waiver of the right to do so as to any continuing, subsequent or other violation.

Section 8.04. Insurance Proceeds. All proceeds of any insurance maintained with respect to any assets of the Association and the Common Areas (if said Common Areas have been conveyed to the Association), and all proceeds of any condemnation proceedings or sales in lieu of condemnation relating to the assets of the Association or the Common Areas (if said Common Areas have been conveyed to the Association) shall be paid to the Association and shall be the property of the Association and not of its Members or any other persons or entities.

Section 8.05. Severability. The invalidation of one or more of the covenants, conditions, restrictions and agreements of this Declaration by judgement or court order, shall in no way affect the validity of any of the other provisions of this Declaration, and the same shall remain in full force and effect.

Section 8.06. Notices. Each Owner shall file the correct mailing address of such Owner with the Association and shall promptly notify the Association in writing of any subsequent change of address. The Association shall maintain a file of such addresses. A written or printed notice, deposited in the United States Mail, postage prepaid and addressed to any Owner at its last known address or to the address of the Lot shall be sufficient and proper notice to such Owner, wherever notices are required in this Declaration.

Section 8.07.Number and Gender. As used in this Declaration, any gender shall include any other gender, the plural shall include the singular and the singular shall include the plural, whenever appropriate.

Section 8.08. Execution of Additional Documents.Each of the Owners, at no expense to itself, hereby agrees, at the request of Developer or the Association, to perform such further acts and execute all such further documents as may be required or desirable in the sole discretion of the Association, to carry out the purposes of the Declaration.

Section 8.09. Abandoned Rights and Duties. It is specifically acknowledged that, should the Association, and its successors and assigns, from time to time fail or refuse to exercise its rights or duties or abandon such rights or duties granted to the Association in this Declaration of Covenants, Conditions and Restrictions, as to any particular matter referred to, express or implied, in this Declaration of Covenants, Conditions and Restrictions, then as to such particular matter the Association and its successors and assigns, shall have no responsibilities, duties, liabilities or obligations, express or implied, of any kind or nature whatsoever in connection therewith, arising therefrom or as a result thereof.

Section 8.10. Captions. The caption headings of Sections herein are for ease of reference only and in no way serve to interpret or limit the provisions of the Section.

Section 8.11. No Waiver. Failure to enforce any rights or provisions contained in the Declaration of Covenants, Conditions and Restrictions in any particular instance shall not be deemed a waiver of the right to do so as to any continuing, subsequent or other violation of the provisions contained herein, unless such waiver is given in writing by the party entitled to enforce said rights and provisions.