

**SPRING LAKE SOUTH SUBDIVISION ASSOCIATION  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

(41)

## SPRING LAKE SUBDIVISIONS NORTH AND SOUTH

THIS DECLARATION is made on the 17<sup>th</sup> day of September, 1990, by THE SELECTIVE GROUP, INC., a Michigan corporation, whose address is 27655 Middlebelt Road, Suite 130, Farmington Hills, Michigan 48334, and SHOUHAYIB INVESTMENT COMPANY, a Michigan corporation, and KAMAL H. SHOUHAYIB, a married man, whose address is 755 W. Big Beaver Road, Suite 2106, Troy, Michigan 48064.

Plat recorded in Liber 214, Pages 24 through 27, inclusive. 214-021

WHEREAS, Declarant is the owner of certain real property located in the Township of Independence, Oakland County, State of Michigan and more particularly described in Exhibits "A" and "B" attached hereto and incorporated herein by reference (the "Subdivision"); and

WHEREAS, Declarant desires to impress the Subdivision with covenants, conditions and restrictions in order to insure its development as a desirable residential area; to prevent any use thereof which might tend to diminish its value; and to assure the harmony, attractiveness and utility thereof.

NOW THEREFORE, Declarant hereby declares that the Subdivision, and all future phases of the Subdivision, shall be held, sold, conveyed and otherwise transferred subject to the following covenants, conditions and restrictions (as amended from time to time), which shall run with the Subdivision and each lot therein, and which shall be binding upon and inure to the benefit of all parties having any right, title or interest in the Subdivision or any part thereof, their heirs, successors and assigns.

## ARTICLE I

DEFINITIONS

"Declarant" shall mean THE SELECTIVE GROUP, INC., a Michigan corporation.

"Subdivision" shall mean the real property described in Exhibits "A" and "B" attached hereto and made a part hereof.

"Dwelling" shall mean the detached single-family residence which is to be built on each lot in the Subdivision.

## ARTICLE II

RESTRICTIONS

5592 REG/DEEDS FILE  
1992 DEC 11 '90 09:08AM  
6072 MISC 37.00

The Subdivision and each lot therein shall be subject to the following restrictions:

1. All lots in the Subdivision to be sold or conveyed to individual purchasers shall be used exclusively for single-family residential purposes. Except as specifically permitted herein, no structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed thirty (30) feet in height which may include an attached garage, except due to topographical conditions or upon approval of Declarant or the Architectural Control Committee. No part of any dwelling or

other structure shall be used for any activity normally conducted as a business.

2. No driveway, parking area, building, dwelling, fence, wall, hedge or other improvement or structure shall be erected, placed or altered on any lot in the subdivision until the following have been submitted to and approved in writing by Declarant:

(a) A topographic survey showing the existing and proposed grades, the location or all trees in excess of eight (8) inches in diameter, the proposed location of each building or structure and the proposed location of drives and parking areas;

(b) Construction and architectural plans including dimensioned floor plans, typical sections and all elevations;

(c) Specifications setting forth the type and quality of all materials and workmanship to be employed including a detailed finish schedule for all exterior materials, products and finishes, with actual brick, stain and shingle samples;

(d) A landscaping plan showing finished grading, planting, sodding, and lighting; and

(e) A construction schedule.

Refusal of proposed locations, plans, specifications or construction scheduling may be based by Declarant upon any ground whatsoever, including purely aesthetic considerations, which in the sole and uncontrolled discretion of Declarant shall be sufficient. Declarant intends to take into account the preservation of trees and the natural setting in passing upon plans, specifications and the like. No alterations in the exterior materials or appearance including stain, paint or roofing colors of any building or structure nor any alteration in the landscaping plans may be made without written approval by Declarant. One (1) copy of all plans, specifications and related data shall be furnished to Declarant for his records.

3. No plans for any dwelling will be approved unless the proposed dwelling has the minimum square footage required from time to time by the Township of Independence. In addition, the dwelling must have a minimum of the following square footages: For one (1) or one and a half (1-1/2) story dwellings - a minimum livable main floor area of 1,400 square feet; for dwellings of two (2) stories - a minimum livable floor area of 1,600 square feet; and for tri-level and/or quad-level dwellings - a minimum livable floor area of 1,900 square feet on the upper two levels. The term "livable floor area" shall exclude garages, 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 attached or architecturally related to the dwelling. No garage shall provide space for less than two automobiles. Carports are specifically prohibited.

4. Old and/or pre-existing buildings may not be moved onto any lot in the subdivision, and no used materials except reclaimed brick may be used in construction.

5. The exterior of all buildings must be brick, wood or a combination thereof. Visible exteriors of cement, slag, cinderblock, asbestos siding, concrete or imitation brick are prohibited.

6. 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 Township of Independence in effect from time to time. Furthermore, Declarant may require the owner of any lot in the Subdivision to seek such variances as may be required to locate the dwelling, building or other structure which is to be located on the lot from the Township of Independence.

Declarant shall have the right (but not any obligation) to permit setbacks less than those established above if, in its sole judgment, the grade, soil or other physical conditions pertaining to a lot justify such a variance, provided that such permission does not result in a violation of Independence Township Ordinance requirements.

7. Upon the completion of a dwelling on any of the lots in the Subdivision, the owner thereof (the word "owner" as used herein is intended to mean the party who purchases a dwelling from the builder thereof and each subsequent purchaser) shall, subject to all applicable municipal ordinances, cause the lot owned by him to be finish graded and sodded and suitably landscaped as soon after completion as weather permits. All landscaping in the Subdivision shall be of an aesthetically pleasing nature and shall be well maintained at all times. Notwithstanding anything to the contrary herein, basic landscaping, including finish grading and the laying of sod, must be completed within ninety (90) days of closing, weather permitting.

8. No animals or fowl (except two domesticated household pets) shall be kept or maintained on any lot, and household pets shall be confined to the lot. Pets causing a nuisance or destruction shall be restrained.

9. Dog kennels or runs or other enclosed shelters for permitted animals must be an integral part of the approved dwelling and must be approved by Declarant and the Township of Independence relative to the location and design of fencing. Each lot owner must keep any such kennel, shelter or run in a clean and sanitary condition. All dog kennels or runs or other enclosed shelters described above shall be made of wood or brick and shall not exceed three hundred (300) square feet in area or four (4) feet in height and shall not project past the side walls of any dwelling so as to extend into either side yard.

10. No fence, wall or hedge of any kind shall be erected or maintained on any lot without the prior written approval of Declarant. No fence, wall or hedge shall be located nearer to any front lot line than is permitted for dwellings under Paragraph 6 above. No fence, wall or hedge shall be maintained or erected which blocks or hinders vision at street intersections. No chain link fences shall be permitted. All pool fences shall not exceed the minimum standards as established by the Township of Independence.

11. No mobile home, trailer, house or camping trailer, tent, shack, tool storage shed, barn, tree house or other similar outbuilding or structure shall be placed on any lot at any time, either temporarily or permanently. Plans for swimming or bath houses must be specifically approved by Declarant and the Township of Independence.

12. Trailers, trucks, boats, aircraft, commercial vehicles, campers or other recreational vehicles or other vehicles except passenger cars and passenger vans, shall not be parked or maintained on any lot unless in a suitable private garage which is built in accordance with the restrictions set forth herein. Notwithstanding anything to the contrary

13. It shall be the sole responsibility of each lot owner to take all steps necessary to prevent his/her lot and any dwelling, improvements and/or structures located thereon from becoming unsightly or unkempt or from falling into a state of disrepair so as to decrease the beauty of the subdivision. No lawn ornaments, sculptures or statues shall be placed or permitted to remain on any lot without the prior written permission of Declarant.

15. No above ground swimming pools shall be erected or maintained on any lot.

17. No large trees measuring six (6) inches or more in diameter at ground level may be removed without written approval of Declarant and compliance with all applicable municipal ordinances of the Township of Independence. Prior to commencement of construction, each lot owner shall submit to Declarant for his written approval a plan for the preservation of trees in connection with the construction process. It shall be the responsibility of each lot owner to maintain and preserve all large trees on its lot, which responsibility includes welling and/or retaining trees, if necessary.

19. All charges against any lot or lots in the subdivision in connection with the provisions of Paragraph 18 hereof shall be the personal liability of the owner(s) of the lot(s) and the Declarant or its successors or assigns, including the Association, as hereinafter defined, shall have the right to enforce collection for any and all expenses and costs incurred in connection with exercising the rights provided in Paragraph 18 hereof by a suit at law for a money

judgment or by foreclosure of a lien that secures payment of the assessment which Declarant may record against the subject lot or lots. Each owner of a lot or lots in the Subdivision shall be deemed to have granted to the Declarant or its successors and assigns the unqualified right to assess and lien the subject lot for costs incurred in connection with Paragraph 18 hereof and further to permit Declarant or its successors and assigns the right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action or by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purpose of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each lot owner and every other person who from time to time has an interest in any of the lots in the Subdivision, shall be deemed to have authorized and empowered the Declarant, or its successors and assigns, including the Association, to sell or cause to be sold the lot with respect to which the outstanding obligation is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each owner of a lot in the Subdivision acknowledges that at the time of acquiring title to such lot, he was notified of provisions of this section and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Declarant, its successors and assigns, including the Association, to foreclose by advertisement the lien for non-payment of any assessments and the waiver of a hearing on the same prior to the sale of the subject lot. Notwithstanding the foregoing, neither judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent owner(s) of the subject lot(s) at his or their last known address of a written notice that expenses have been incurred by Declarant or its successors and assigns, including the Association, and are delinquent and that Declarant, its successors and assigns, including the Association, may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Declarant, its successors and assigns, including the Association, that sets forth (i) the affiant's capacity to make the affidavit, (ii) the authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees), (iv) the legal description of the lot(s), and (v) the name(s) of the owner of record. Such affidavit shall be recorded in the office of the Register of Deeds in the County in which the Subdivision is located prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Declarant, its successors and assigns, including the Association, may take such remedial action as may be available to it hereunder under Michigan Law.

20. No laundry shall be hung for drying in such a way as to be visible from any street in the Subdivision.

21. The grade of any lot or lots in the Subdivision may not be changed without the written consent of Declarant. This restriction is intended to prevent interference with the master drainage plans for the Subdivision. Furthermore, Declarant shall have the exclusive right to enter upon any lot in the Subdivision 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. Declarant shall restore lot owner's property to its original or

similar condition which existed prior to any work which Declarant may be required to do in order to preserve the integrity of the drainage system of the Subdivision.

22. No "through the wall" air-conditioners may be installed in any dwelling or structure in the Subdivision.

23. No outside compressors for central air-conditioning units or other similar machinery may be located other than in the rear yard and within five (5) 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.

24. If the dwelling is constructed with a side entry garage, the basketball backboard or basket may be constructed on the garage or if free standing 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. Basketball backboards or baskets may be installed only in the rear yard of each lot and shall not project into the side yard of any lot whether free standing, attached to a dwelling, garage or any other structure when the dwelling constructed on the lot has a front entry garage or is located on a corner lot.

25. All dwellings must be connected to the subdivision water well system.

26. 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.

27. Subject to all applicable municipal ordinances of the Township of Independence, Declarant 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 plats now or hereafter recorded with respect to the real property described in Exhibits "A" and "B" attached hereto, for purposes of installing and maintaining all public utilities and conveniences, including, but not limited to: Sanitary sewers, 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 licensee of Declarant, but this reservation shall not be considered an obligation of Declarant to provide or maintain any such utility or service.

28. Subject to all applicable municipal ordinances of the Township of Independence, each lot owner in the Subdivision shall install, own, maintain, repair and replace, at his 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 service.

29. No shrubs or foliage shall be permitted on any lot within five (5) feet of any transformer enclosures or secondary connection pedestals.

30. With the approval of the Township of Independence, Declarant has designated or shall designate certain lands in the Subdivision to be used for surface water accumulation in connection with the proposed drainage easements (as shown on any plat now or hereafter recorded with respect to the real property described in Exhibits "A" and "B" attached

SEE ATTACHED  
AMENDMENT

hereto), and Declarant hereby covenants for itself, its successors and assigns that such lands shall continue to be used in such a manner so as to facilitate the proper drainage of the Subdivision. In the event that the Township of Independence or the Oakland County Road or Drain Commission finds it necessary, in its discretion, to go upon such lands in order to maintain the proper drainage of the Subdivision, the Township of Independence or the Oakland County Road or Drain Commission or their respective successors or assigns shall have the right to go upon such lands.

31. No dwellings, improvements or structures may be constructed or maintained over or on any easements; provided, however, that after the aforementioned utilities 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 of Declarant and only so long as they do not interfere with, obstruct, hinder or impair the drainage plan of the Subdivision, and so long as access is granted, without charge or liability for damages, for the maintenance of the utilities and underground drainage lines so installed, surface drainage and/or for the installation of additional facilities.

32. Easements shall be and are hereby reserved to Declarant for the erection, maintenance, repair, alteration, improvement and replacement of Subdivision entrances, walls, gates, signs, ornamental lights, sprinkling systems and other items which benefit the Subdivision as a whole, on, over and through any existing easements in the Subdivision provided such structures are not in conflict with the purposes for which the existing easements are intended.

33. Notwithstanding anything to the contrary contained herein, Declarant and/or any builder or builders which Declarant may designate, may construct and maintain one or more model homes on any lot or lots in the Subdivision and may use such model home(s) for the purpose of promoting the sale of homes and lots in the Subdivision.

34. 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 with the written permission of Declarant or except as may be required by legal proceedings. If such permission is granted, Declarant reserves the right to restrict size, color and content of such signs. All property identification signs, mailboxes, delivery receptacles, yard lights and the like shall be of a standard color, size and style determined by Declarant and shall be erected only in areas designated by Declarant.

35. Notwithstanding anything to the contrary contained herein, Declarant and such other builders as may be approved by Declarant, in conjunction with one another may construct and maintain a sales office, together with a sign or signs on lot(s) of their choosing until such time as all of the lots in the Subdivision have been sold by them; provided that such offices and signs shall be subject to approval for specified periods by the Charter Township of Independence Zoning Board of Appeals.

36. No outside television antenna or other antenna, aerial, saucer or similar device shall be placed, constructed, altered or maintained on any lot unless Declarant determines, in its sole discretion, that the absence of an outside antenna creates substantial hardship with respect to a particular lot.

37. The stockpiling and storage of building and landscaping materials and/or equipment shall not be permitted on any lot except if such materials and/or equipment 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. This paragraph shall not apply to Declarant and/or any builder which Declarant may designate during the construction period of new dwellings in the Subdivision.

38. 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.

39. No substantially similar front elevation in style and color of any dwelling shall be duplicated on any lot less than three (3) lots away along the front lot lines or as required by the governing municipality.

40. The design, construction, type of material and color used for Subdivision entranceways, gates, walls, fences and any other ornamental structures which Declarant 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 elsewhere in the Subdivision (including parks, park circles, or outlets) (collectively referred to as "Subdivision Improvements") shall not be altered without the prior written consent of Declarant, nor shall any additions be made thereto without Declarant's prior written consent. No assignment or transfer of Declarant's rights or powers pursuant to Article 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 provided for in writing by Declarant. All costs incurred in connection with the maintenance, repair and replacement of the above-mentioned Subdivision Improvements, including any public sprinkling systems installed thereon, shall be the sole responsibility of all lot owners in the Subdivision, and said Subdivision Improvements shall be maintained in such a manner as to assure and promote the attractiveness and pleasurable enjoyment of the Subdivision. Such costs shall be assessed and collected according to the provisions of Article IV hereinafter set forth.

41. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or specific area. No lawn ornaments, sculptures or statues shall be placed or permitted to remain on any lot without the prior written permission of Declarant.

42. The Declarant, until the establishment of the Association, and thereafter the Association, shall take all actions reasonably necessary to maintain, preserve and prevent the disturbance of Subdivision drainage facilities presently located upon the Subdivision.

43. The Declarant, until the establishment of the Association, and thereafter the Association, shall maintain and landscape the common areas within the Subdivision, including the greenbelt located at the south end of the Subdivision near Maybee Road, in a manner consistent with the quality, harmony and aesthetic beauty of the Subdivision.

44. The Declarant, until the establishment of the Association, and thereafter the Association shall provide for the designation, establishment and maintenance of fencing in common areas located at the south end of the Subdivision near Maybee Road, in a manner consistent with the quality, harmony and aesthetic beauty of the Subdivision.

45. The Subdivision does not contain frontage along any portion of Spring Lake and, accordingly, the Association, lot owners and all other persons are prohibited access to or from Spring Lake by way of the Subdivision.

46. In the event that the Declarant or Association, as applicable, shall at any time fail, refuse or neglect to maintain the wetlands, drainage facilities and common area landscaping (collectively "Common Area Improvements") as required in accordance with Paragraphs 42 and 43 of this Article II, the Township of Independence may serve written notice upon the Declarant or Association, as applicable or upon any affected lot owner setting forth the manner in which the Declarant or Association has failed to maintain the Common Area Improvements in reasonable condition and said notice shall include a demand that deficiencies of maintenance be cured within a stated reasonable time period and, further, shall state the date and place of a hearing thereon before the Township Board or such other Board, body or official to whom the Township Board shall delegate such responsibility, which shall be held within the time set forth in the notice. At such hearing, the Township may modify the terms of the original notice as to the deficiencies and may give an extension of time within which the deficiencies may be cured. If the deficiencies set forth in the original notice or in the modifications thereof shall not be cured within said reasonable time or extension thereof, the Township, in order to preserve the taxable values of the properties within the Subdivision and to prevent the affected common areas of the Subdivision from becoming a public nuisance, may enter upon said common areas and maintain the Common Area Improvements for a reasonable period of time. Before the expiration of the time period the Township shall, upon its own initiative or upon the request of the Declarant or Association, as applicable, call a public hearing upon notice to the Declarant or Association and to the residents of the Subdivision at which hearing Declarant or the Association, as applicable, or the residents of the Subdivision shall show cause why such maintenance by the Township shall not, at the election of the Township, continue for a succeeding period of time. If the Township shall determine that the Declarant or Association, as applicable, is ready and able to maintain the Common Area Improvements in a reasonable condition, the Township shall cease to maintain the Common Area Improvements at the end of the time period. If the Township shall determine that the Declarant or Association, as applicable, is not ready and able to maintain the Common Area Improvements in a reasonable condition, the Township may, in its discretion, continue to maintain said Common Area Improvements during the next succeeding time period and, subject to similar hearings and determinations, thereafter. The cost and expense of such maintenance, plus an administrative fee equal to twenty-five percent (25%) of all costs incurred, shall be billed to the Declarant or Association, as applicable, and upon failure of the Declarant or the Association to make payment of such bill within thirty (30) days, the Township may place all amounts of unpaid indebtedness upon the delinquent tax roll, pro rata, with respect to each residential lot in the Subdivision, and collect such indebtedness as part of, and as if the indebtedness constituted, a delinquent tax assessment. For purposes of this Section 46, Declarant shall have no further liabilities whatsoever following the first organizational meeting of the Association.

47. The 100-year floodplain elevation is defined as elevation 981.8 (N.G.V. Datum), as established by the Michigan Department of Natural Resources. There shall be no filling, occupation or alteration of the floodplain area without prior approval of the Department of Natural Resources. Any residence

constructed within areas affected by floodplains shall comply with the following requirements:

- (a) Have lower floors, excluding basements, not lower than the elevation defining the floodplain limits.
- (b) Have openings into the basement not lower than the elevation defining the floodplain limits.
- (c) 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 outlined in Chapter 5 for type A construction and Chapter 6 for class 1 loads found in the publication entitled "Flood Proofing Regulations," EP 1165 2 314, prepared by the office of the chief of engineers, United States Army, Washington, DC, June 1972. Figure 5 on Page 14-5 of the regulations shows typical foundation drainage and waterproofing details. This document is adopted by reference in Subdivision Rules of the Department of Natural Resources and is available, at no cost, from the Department of Natural Resources, Land and Water Management Division, Stevens T. Mason Building, P.O. Box 30028, Lansing, Michigan 48909, or Department of the Army, Corps of Engineers, Publications Depot, 890 S. Pickett, Alexandria, Virginia 22304.
- (d) Be equipped with a positive means of preventing sewer backup from sewer lines and drains which serve the building.
- (e) Be properly anchored to prevent flotation.

### ARTICLE III

#### ARCHITECTURAL CONTROL COMMITTEE

1. At such time as all of the lots in the Subdivision are sold by Declarant and dwellings are erected thereon, or at such earlier time as Declarant may, in his sole discretion, elect, Declarant may assign, transfer and delegate to an Architectural Control Committee all of its rights to approve or refuse to approve plans, specifications, drawings, elevations or other matters with respect to the construction or location of any dwelling, fence, wall, hedge or other structure on any lot in the Subdivision. Thereafter, the Architectural Control Committee shall exercise all of the authority and discretion granted to Declarant in Article II above relative to approving or disapproving such matters, and Declarant shall have no further responsibilities with respect to such matters. The Architectural Control Committee shall be comprised of up to five (5) members to be appointed by Declarant. Declarant may also transfer its right to delegate members of the Architectural Control Committee to the homeowners association for the Subdivision. Until such event, Declarant reserves the right to appoint and remove members of the Architectural Control Committee, in its sole discretion.

2. Any submission to Declarant or the Architectural Control Committee for any approval provided for under this Declaration shall be in writing and shall conform to Paragraph 1 of Article II above. The parties acknowledge that the primary purpose for providing for architectural control is to ensure the proper and harmonious development of the Subdivision in order to maximize the aesthetic beauty of the Subdivision and its blending with the surrounding area. To this end, Declarant or the Architectural Control Committee, as the case may be, shall be deemed to have broad discretion in terms of determining what dwellings, fences, walls, hedges or other structures will enhance the aesthetic beauty and desirability

of the Subdivision or otherwise further or be consistent with the purpose of any restrictions. In no event shall either Declarant or the Architectural Control Committee have any liability whatsoever to anyone for their approval or disapproval of plans, drawings, specifications, elevations of the dwellings, fences, walls, hedges or other structures subject thereto, whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty or otherwise. By way of example, neither Declarant nor the Architectural Control Committee shall have liability to anyone for approval of plans, specifications, structures or the like which are not in conformity with the provisions of this Declaration or for disapproving plans, specifications, structures or the like which arguably are in conformity with the provisions hereof.

#### ARTICLE IV

##### HOMEOWNERS ASSOCIATION RIGHTS AND RESPONSIBILITIES

1. There shall be a homeowners association for the Subdivision ("Association") which shall be comprised of property owners (including land contract purchasers) of one or more lots in the Subdivision. The Association shall be organized as a non-profit corporation for a perpetual term under the laws of the State of Michigan. The homeowners association shall be established when all of the lots in the Subdivision have occupied dwellings on them or at such other time as Declarant may elect. All voting in Association affairs shall be on a one vote per lot basis. In order to pay the cost of carrying out its responsibilities hereunder, the Association may levy fees, dues or assessments on each lot in the Subdivision, whether or not the lot owner is an active member of the Association, except lots owned by Declarant or by a builder prior to occupancy. In no event shall Declarant or such a builder be obligated to pay fees, dues or assessments to the Association. All such fees, dues or assessments shall be charged equally to each lot, and may be enforced through the lien provided for in Paragraph 2 of this Article or by any other lawful means of collecting debts.

2. Any fees, dues or assessments established by the Association, and any amounts or expenses incurred in enforcing these restrictions which are reimburseable under Article V below, shall constitute a lien on the lot of each lot owner responsible for such fees or expenses. Declarant or the Association, as the case may be, may enforce the lien by recording appropriate instruments confirming the existence of the lien and foreclosing the lien by appropriate legal action. In such legal action, a court of competent jurisdiction shall be empowered to order a sale of the lot subject to the lien in order to satisfy the lien. The lien shall be subordinate and junior to the lien of any first mortgage securing a loan for the acquisition or improvement of any lot in the Subdivision. Notwithstanding anything to the contrary contained herein, the sale or transfer of any Subdivision lot shall not affect the lien arising out of the failure to pay any fees, dues or assessments when due. All fees, dues or assessments which shall remain due and unpaid on April 1 of the year in which said charges become due and unpaid shall thereafter be subject to interest at the highest legal rate allowable as of said April 1.

3. Any sale or purchase of a lot in the Subdivision shall be subject to such bylaws for the Association as Declarant may hereafter establish, and each lot owner agrees to abide by and observe such bylaws. Until the Association is created, Declarant shall the right to modify, amend or supplement the bylaws, and so long as they are reasonable, any such modifications, amendments or supplements shall have

retroactive effect to SEPTEMBER 12, 1990. When the Association is created, it may amend or modify the bylaws upon the affirmative vote of ninety percent (90%) of the lot owners, but such amendment or modification shall not have retroactive effect.

4. The Association shall use the fees, dues or assessments collected for such purposes as the Association shall determine as necessary and advisable, including, but not limited to: Improving and maintaining the property of the Association, including the park and detention pond areas and sedimentation basin area designated on the plat; maintaining and improving entryways of the Subdivision; planting and maintaining trees and shrubbery; collecting and disposing of garbage, ashes and rubbish; employing night watchmen; caring for vacant property; removing grass or weeds; establishing and operating any community programs and facilities which in the opinion of the Association benefit the general welfare of the members; expenses incident to the examination of building plans and specifications and the enforcement of these restrictions or any other building restrictions applicable to the Subdivision or for any other purposes for which the Association is incorporated.

#### ARTICLE V

##### ENFORCEMENT

1. The provisions hereof shall run with and bind the land within the Subdivision and the land described in Exhibits "A" and "B" attached hereto and made a part hereof for a period of twenty (20) years from the date hereof, after which time they shall be extended automatically for successive periods of ten (10) years unless seventy-five percent (75%) of the lot owners in the Subdivision vote to limit or remove the restrictions set forth herein. Notwithstanding anything herein to the contrary, the provisions of Paragraphs 26, 29, 42, 43, 45, 46 and 47 of Article II above shall run with and bind the land within the Subdivision in perpetuity and may not be modified, amended or removed. Declarant or the Association shall have the right at any time or times during said periods to proceed at law or in equity against any person violating or attempting to violate any provision contained herein, to prevent or abate such 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 or improvement erected, installed or maintained in violation of the terms hereof at the lot owner's expense, and to recover damages or other dues for any violation. Any such entry shall not constitute a trespass. Declarant may recover against a lot owner violating the provisions of this Declaration all reasonable costs incurred by him in enforcing such provisions in any of the foregoing ways, including the cost of removing offending structures and actual attorneys fees and other litigation costs.

2. Failure to enforce any provision contained herein in any particular instance shall not be deemed a waiver of the right to do so as to any continuing, subsequent or other violation.

#### ARTICLE VI

##### AMENDMENT

Declarant reserves the right by written instrument, signed, acknowledged and recorded with the Oakland County Register of Deeds, to modify, amend, restate, waive or repeal any or all of the provisions herein contained with respect to

December 31, 1990.

SEVERABILITY

IN WITNESS WHEREOF, Declarant has duly executed this Declaration of Covenants, Conditions and Restrictions on the date first above set forth.

By: MICHAEL R. HOROWITZ  
Its: President

By: KAMAL H. SHOUHAYIB  
Its: President

YASMINE SHOUHAYIB, his wife

Notary Public, Oakland County,  
Michigan.  
My Commission Expires 2/23/92

General H. Shoubrayide  
Notary Public, Oshtemo County,  
Michigan  
My Commission Expires Dec 16-1991

Amal H. S. Choudhary  
Notary Public, Sakhalin County,  
Michigan  
My Commission Expires DEC 16-1991

101890

CONSENT OF MORTGAGEE

LIBR 11666PG538

The undersigned, being interested in the Subdivision as a mortgagee only, as of the date of this instrument, hereby consents to this Declaration of Covenants, Conditions and Restrictions. By giving its consent to this instrument, the undersigned does not assume and shall not be liable and/or responsible for any of the obligations and/or liabilities of the Declarant herein.

FIRST FEDERAL OF MICHIGAN,  
a Federal corporation

Carol A. Johnson  
CAROL A. JOHNSON  
William J. Moran, Jr.  
William J. Moran, Jr.  
STATE OF MICHIGAN )  
COUNTY OF WAYNE ) ss

By:

Charles G. Rowe  
CHARLES G. ROWE  
Its: Vice-President

On this 12th day of September, 1990, before me, a Notary Public in and for the County and State above written, personally appeared CHARLES G. ROWE, Vice-President of FIRST FEDERAL OF MICHIGAN, a Federal corporation, who executed the foregoing instrument on behalf of the ~~same~~ Corporation  
X of Washtenaw

WILLIAM J. MORAN, JR.  
Notary Public, Washtenaw County, Michigan  
My Commission Expires June 23, 1991

Acting in  
Wayne  
County

William J. Moran, Jr.  
Notary Public, \_\_\_\_\_ County,  
Michigan  
My Commission Expires: \_\_\_\_\_

DRAFTED BY AND WHEN RECORDED,  
RETURN TO:

MICHAEL B. PERLMAN, ESQ.  
Hanson, Steinhardt, Jacobs & Perlman,  
Professional Corporation  
4000 Town Center, Suite 1500  
Southfield, MI 48075



## EXHIBIT "A"

LIBER 11666PC539

Land in the Township of Independence, Oakland County, Michigan,  
more particularly described as:

Lots 1 through 108, Spring Lake Subdivision South, according to  
the plat thereof, as recorded in Liber 214, Pages 21,  
25, 26 and 27, Oakland County Records.

116667540

EXHIBIT "B"

Land in the Township of Independence, Oakland County, Michigan,  
more particularly described as:

Part of the S.E. 1/4 of Section 28, T. 4N., R. 9E., Independence Township, Oakland County, Michigan, described as beginning at a point said point being distant N. 00° 36' 30" W. 1,373.75 feet and N. 00° 37' 00" W. 200.00 feet along the N. and S. 1/4 line of said Section 28 from the South 1/4 corner of said Section 28; thence from said point of beginning continuing along said N. and S. 1/4 line N. 00° 37' 00" W. 1,081.60 feet to the center of said Section 28; thence N. 89° 44' 36" E. 1,321.96 feet along the E. and W. 1/4 line of said Section 28; thence S. 00° 15' 29" E. 1,103.76 feet; thence N. 89° 17' 29" W. 1,315.38 feet along the North line of Detroit Edison R.O.W. (200 feet wide) to the point of beginning and containing 33.0 acres.

08-28-400-004 Parent  
08-28-400-003 Successor

**AMENDMENT OF DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

SPRING LAKE NORTH SUBDIVISION REG/DEEDS FRIED  
AND SPRING LAKE SOUTH SUBDIVISION MAR.25'94 04:19PM  
9567 MISC 21.00

THIS AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Amendment") is made on January 21, 1994, by THE SELECTIVE GROUP, INC., a Michigan corporation, whose address is 27655 Middlebelt Road, Suite 130, Farmington Hills, Michigan 48334.

Plat of Spring Lake South Subdivision recorded in Liber 214, Pages 24 through 27, inclusive ("Spring Lake South Plat").

Plat of Spring Lake North Subdivision recorded in Liber 230, Pages 16 through 20, inclusive ("Spring Lake North Plat").

WHEREAS, a Declaration of Covenants, Conditions and Restrictions dated September 12, 1990 was recorded on December 11, 1990 at Liber 11666, Pages 524 through 540, Oakland County Records (the "Declaration"), pursuant to which the property described on Exhibits "A" and "B", attached hereto and made a part hereof, was impressed with various covenants, conditions and restrictions.

WHEREAS, at the time of recording of the Declaration, the legal description of the intended Spring Lake North Subdivision was attached to the Declaration as Exhibit "B" thereto.

WHEREAS, Declarant subsequently recorded the Spring Lake North Plat, which Plat incorporated property substantially similar to, but not identical to, the property described on Exhibit "B" to the Declaration. The legal description of the property contained in the Spring Lake North Plat is attached hereto and made a part hereof as Exhibit "B-1".

WHEREAS, Paragraph 47 of the Declaration set forth the 100-year floodplain elevation of 981.8 (N.G.V. Datum), as established by the Michigan Department of Natural Resources for the property described in Exhibit "A" to this Amendment and the Declaration. In connection with the approval process for the Spring Lake North Plat, it has been determined that the 100-year floodplain elevation for the property contained in the Spring Lake North Plat is 1003.6 (N.G.V. Datum) as established by the Michigan Department of Natural Resources. Declarant desires to reflect such findings and incorporate appropriate restrictions in the Declaration.

OK - LM

NOW, THEREFORE, Declarant hereby amends the Declaration as set forth below, effective on the date first set forth above:

1. Article I of the Declaration is amended to delete the definition of the term "Subdivision" contained therein and replace it with the following:

"Subdivision" shall mean the real property described in Exhibits "A" and "B-1" attached hereto and made a part hereof.

2. Article II of the Declaration is amended to add the following new paragraph 48:

48. With respect to the property described in Exhibit "B-1", the 100-year floodplain elevation is defined as elevation 1003.5 (N.G.V. Datum) as established by the Michigan Department of Natural Resources, in lieu of any other elevation otherwise determined. All of the provisions set forth in Paragraph 47 of this Declaration (other than those set forth in the first sentence thereof), shall apply to the floodplain area contained in the property described in Exhibit "B-1".

3. Exhibit "B" to the Declaration is hereby deleted. Exhibit "B-1" attached to this Amendment is hereby added to the Declaration as Exhibit "B-1" to the Declaration.

4. Except as modified hereby, the Declaration remains in full force and effect.

IN WITNESS WHEREOF, Declarant has duly executed this Amendment of Declaration of Covenants, Conditions and Restrictions on the date first above set forth.

IN THE PRESENCE OF:

THE SELECTIVE GROUP, INC., a Michigan corporation

Stacy Davis  
Stacy Davis  
Lisa L. Wanner  
Lisa L. Wanner

Michael P. Horowitz  
Michael P. Horowitz  
Its: President

STATE OF MICHIGAN)  
COUNTY OF OAKLAND)

On the 21<sup>st</sup> day of January, 1994, before me personally appeared Michael P. Horowitz, President of The

Selective Group, Inc., a Michigan corporation, on behalf of said corporation.

Cassandra L. Huiley

Notary Public, Oakland County,  
State of Michigan  
My Commission Expires:

CASSANDRA L. HUILEY  
NOTARY PUBLIC - OAKLAND COUNTY, MICH.  
MY COMMISSION EXPIRES 03-29-07

CONSENT OF MORTGAGEE

The undersigned, being interested in the Subdivision as a mortgagee only, as of the date of this instrument, hereby consents to this Amendment of Declaration of Covenants, Conditions and Restrictions. By giving its consent to this instrument, the undersigned does not assume and shall not be liable and/or responsible for any of the obligations and/or liabilities of the Declarant herein.

IN THE PRESENCE OF:

FIRST FEDERAL OF MICHIGAN,  
a Federal corporation

James Washington  
JAMES WASHINGTON

By:

Charles E. Rowe  
CHARLES E. ROWE  
Its: Vice President

William J. Moran  
WILLIAM J. MORAN

STATE OF MICHIGAN)

ss

COUNTY OF Wayne)

On this 25th day of January, 1994, before me, a Notary Public in and for the County and State above written, personally appeared Charles E. Rowe Vice President of FIRST FEDERAL OF MICHIGAN, a Federal corporation, who executed the foregoing instrument on behalf of the ~~Bank~~ Corporation.

WILLIAM J. MORAN, JR.  
Notary Public, Wayne County, Michigan  
Acting in Wayne County  
My Commission Expires April 30, 1995

William J. Moran  
Notary Public, \_\_\_\_\_ County,  
State of Michigan  
My Commission Expires: \_\_\_\_\_

CONSENT OF MORTGAGEE

The undersigned, being interested in the Subdivision as a mortgagee only, as of the date of this instrument, hereby consents to this Amendment of Declaration of Covenants, Conditions and Restrictions. By giving its consent to this instrument, the undersigned does not assume and shall not be liable and/or responsible for any of the obligations and/or liabilities of the Declarant herein.

IN THE PRESENCE OF:

SHOUHAYIB INVESTMENT COMPANY,  
a Michigan corporation

Carol Beers  
CAROL BEERS

By: [Signature]  
KAMAL H. SHOUHAYIB  
Its: President

Lorraine Hood  
LORRAINE HOOD

[Signature]  
KAMAL H. SHOUHAYIB

(Witnessed as to all  
signatories)

[Signature]  
YASMINE SHOUHAYIB

STATE OF MICHIGAN )  
COUNTY OF OAKLAND ) SS

On this 21st day of January, 1994, before me, a Notary Public in and for the County and State above written, personally appeared KAMAL H. SHOUHAYIB, individually and as the President of SHOUHAYIB INVESTMENT COMPANY, a Michigan corporation, and YASMINE SHOUHAYIB, to me known to be the persons described herein, and acknowledged that they executed the same as their free acts and deeds individually and, as to Kamal H. Shouhayib, on behalf of the corporation.

[Signature]  
Notary Public, Macomb County,  
Michigan  
My Commission Expires: 5-6-98

DRAFTED BY AND WHEN RECORDED, acting in Oakland  
RETURN TO:

RICHARD A. BARR, ESQ.  
Mason, Steinhardt, Jacobs & Perlman,  
Professional Corporation  
4000 Town Center, Suite 1500  
Southfield, MI 48075

EXHIBIT "A"

Land in the Township of Independence, Oakland County, Michigan,  
more particularly described as:

Lots 1 through 108, Spring Lake Subdivision South, according to  
the plat thereof, as recorded in Liber 214, Pages 21  
25, 26 and 27, Oakland County Records.



EXHIBIT "B"

Land in the Township of Independence, Oakland County, Michigan,  
more particularly described as:

Part of the S.E. 1/4 of Section 28, T. 4N., R. 9E., Independence Township, Oakland County, Michigan, described as beginning at a point said point being distant N. 00° 36' 30" W. 1,373.75 feet and N. 00° 37' 00" W. 200.00 feet along the N. and S. 1/4 line of said Section 28 from the South 1/4 corner of said Section 28; thence from said point of beginning continuing along said N. and S. 1/4 line N. 00° 37' 00" W. 1,081.60 feet to the center of said Section 28; thence N. 89° 44' 36" E. 1,321.96 feet along the E. and W. 1/4 line of said Section 28; thence S. 00° 15' 29" E. 1,103.76 feet; thence N. 89° 17' 29" W. 1,315.38 feet along the North line of Detroit Edison R.O.W. (200 feet wide) to the point of beginning and containing 33.0 acres.

08-28-400-004 Parcel  
08-28-400-003 Parcel

**ZEIMET WOZNIAK**  
& ASSOCIATES, INC.Eugene F. Zeimet, P.E., R.L.S.  
Thaddeus A. Wozniak, P.E., R.L.S.  
Gary W. Peterson, P.E.  
Richard A. Hofgess, P.E.

CONSULTING CIVIL ENGINEERS • LAND SURVEYORS

28450 FRANKLIN ROAD  
SOUTHFIELD, MICHIGAN 48034(313) 352-8850  
Fax (313) 352-1346Thomas E. Zeimet, P.E.  
Julian J. Wargo, Jr., P.E.  
Joseph F. Zeimet, L.L.S.JULY 27, 1993  
REVISED OCTOBER 18, 1993

## SPRING LAKE NORTH SUB.

08-28-400-001  
08-28-300-023

PART OF THE S.E. 1/4 OF SECTION 28, T. 4 N., R. 9 E., INDEPENDENCE TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT SAID POINT BEING DISTANT N. 00°42'42" E., 1,574.25 FEET ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 28 SAID LINE ALSO BEING IN PART THE WEST LINE OF SPRING LAKE SOUTH SUB. AS RECORDED IN LIBER 214 OF PLATS, PAGES 25 - 28 OAKLAND COUNTY RECORDS, AND THE EAST LINE OF "SHERINGHAM PLACE" AS RECORDED IN LIBER 215 OF PLATS, PAGES 36 - 37, OAKLAND COUNTY RECORDS, FROM THE SOUTH 1/4 CORNER OF SAID SECTION 28; THENCE FROM SAID POINT OF BEGINNING CONTINUING ALONG SAID NORTH AND SOUTH 1/4 LINE N. 00°42'42" E., 1,081.12 FEET TO THE CENTER OF SAID SECTION 28; THENCE S. 86°53'21" E., 1,321.96 FEET ALONG THE EAST AND WEST 1/4 LINE OF SAID SECTION 28; THENCE S. 01°04'13" W., 1,102.29 FEET; THENCE N. 87°57'57" W., 138.21 FEET; THENCE 150.17 FEET ALONG AN ARC OF A CURVE TO THE RIGHT, RADIUS 260.00 FEET, CENTRAL ANGLE 33°05'36", CHORD LENGTH 142.09 FEET AND A CHORD BEARING OF S. 00°39'38" W.; THENCE 12.96 FEET ALONG AN ARC OF A CURVE TO THE LEFT, RADIUS 200.00 FEET, CENTRAL ANGLE 15°10'23", CHORD LENGTH 52.81 FEET AND A CHORD BEARING OF S. 09°37'15" W.; THENCE N. 87°57'57" W., 70.00 FEET ALONG THE NORTH LINE OF SAID SPRING LAKE SOUTH SUB.; THENCE 71.50 FEET ALONG AN ARC OF A CURVE TO THE RIGHT, RADIUS 270.00 FEET, CENTRAL ANGLE 15°10'23", CHORD LENGTH 71.29 FEET AND A CHORD BEARING OF N. 09°37'15" E.; THENCE 132.89 FEET ALONG AN ARC OF A CURVE TO THE LEFT, RADIUS 190.00 FEET, CENTRAL ANGLE 40°04'27", CHORD LENGTH 130.20 FEET AND A CHORD BEARING OF N. 02°49'47" W.; THENCE N. 87°57'57" W., 922.07 FEET; THENCE S. 00°42'42" W., 0.55 FEET; THENCE 56.55 FEET ALONG AN ARC OF A CURVE TO THE RIGHT, RADIUS 260.00 FEET, CENTRAL ANGLE 12°27'40", CHORD LENGTH 56.44 FEET AND A CHORD BEARING OF S. 06°56'32" W.; THENCE 87.00 FEET ALONG AN ARC OF A CURVE TO THE LEFT, RADIUS 200.00 FEET, CENTRAL ANGLE 24°55'20", CHORD LENGTH 86.31 FEET AND A CHORD BEARING OF S. 00°42'42" W.; THENCE 56.55 FEET ALONG AN ARC OF A CURVE TO THE RIGHT, RADIUS 260.00 FEET, CENTRAL ANGLE 12°27'40", CHORD LENGTH OF 56.44 FEET AND A CHORD BEARING S. 05°31'08" E.; THENCE S. 00°42'42" W., 1.39 FEET; THENCE N. 87°57'57" W., 160.02 FEET ALONG NORTH LINE OF SAID SPRING LAKE SOUTH SUB.; THENCE 43.50 FEET ALONG AN ARC OF A CURVE TO THE LEFT, RADIUS 200.00 FEET, CENTRAL ANGLE 12°27'40", CHORD LENGTH 43.41 FEET AND A CHORD BEARING OF N. 05°31'08" W.; THENCE 113.09 FEET ALONG AN ARC OF A CURVE TO THE RIGHT, RADIUS 260.00 FEET, CENTRAL ANGLE 24°55'20", CHORD LENGTH 112.20 FEET AND A CHORD BEARING OF N. 00°42'42" E.; THENCE 43.50 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 200.00 FEET, CENTRAL ANGLE 12°27'40", CHORD LENGTH 43.41 FEET AND A CHORD BEARING OF N. 06°56'32" E.; THENCE N. 00°42'42" E., 1.94 FEET; THENCE N. 87°57'57" W., 120.03 FEET TO THE POINT OF BEGINNING AND CONTAINING 33.65 ACRES.

**SECOND AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
SPRING LAKE SUBDIVISIONS NORTH AND SOUTH**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made on this 11 day of DECEMBER, 1995, by THE SELECTIVE GROUP, INC., a Michigan corporation, whose address is 27655 Middlebelt Road, Suite 130, Farmington Hills, Michigan 48334.

Plat of Spring Lake South Subdivision recorded in Liber 214, Pages 24 through 27, inclusive ("Spring Lake South Plat").

Plat of Spring Lake North Subdivision recorded in Liber \_\_\_\_, Pages \_\_\_\_ through \_\_\_\_, inclusive ("Spring Lake North Plat").

**WHEREAS**, a Declaration of Covenants, Conditions and Restrictions dated September 12, 1990 was recorded on December 11, 1990 in Liber 11666, Pages 524 through 540, inclusive, Oakland County Records (the "Declaration"), pursuant to which the property described on Exhibits "A" and "B" attached thereto and made a part thereof was impressed with various covenants, conditions and restrictions;

**WHEREAS**, at the time of recording the Declaration the legal description of the intended Spring Lake North Subdivision was attached to the Declaration as Exhibit "B";

**WHEREAS**, Declarant subsequently recorded the Spring Lake North Plat, which Plat incorporated property substantially similar to, but not identical to, the property described on Exhibit "B" to the Declaration;

**WHEREAS**, Declarant subsequently recorded an Amendment of Declaration of Covenants, Conditions and Restrictions - Spring Lake North Subdivision and Spring Lake South Subdivision (the "First Amendment"), which First Amendment was recorded in Liber 14558, Pages 104 through 111, inclusive, and which First Amendment, among other things, substituted a new description for the Spring Lake North Subdivision attached thereto as Exhibit "B-1";

**WHEREAS**, the legal description of Spring Lake South Subdivision is attached hereto as Exhibit "A" and the legal description of the Spring Lake North Subdivision is attached hereto as Exhibit "B-1";

**WHEREAS**, the Declaration as amended by the First Amendment is also referred to herein as the "Declaration";

WHEREAS, the Declaration provides for a homeowners association for the Subdivision, which term as used in the Declaration includes the Spring Lake North Subdivision and the Spring Lake South Subdivision; and

WHEREAS, the Declarant wishes to amend the Declaration to, among other things, provide for separate homeowners associations for the Spring Lake North Subdivision and the Spring Lake South Subdivision.

NOW, THEREFORE, Declarant hereby amends the Declaration as set forth below, effective on the date first set forth above, as follows:

1. Article IV of the Declaration is deleted in its entirety and in lieu thereof the following shall be substituted as the new Article IV:

**"ARTICLE IV  
HOMEOWNERS ASSOCIATION RIGHTS AND RESPONSIBILITIES**

1. There shall be a separate homeowners association for the Spring Lake South Subdivision ("South Association") which shall be comprised of property owners (including land contract purchasers) of one or more lots in the Spring Lake South Subdivision. There shall be a separate homeowners association for the Spring Lake North Subdivision ("North Association") which shall be comprised of property owners (including land contract purchasers) of one or more lots in the Spring Lake North Subdivision. Each such Association shall be organized as a non-profit corporation for a perpetual term under the laws of the State of Michigan. The South Association shall be established when all of the lots in the Spring Lake South Subdivision have occupied dwellings on them or at such other time as Declarant may elect. The North Association shall be established when all of the lots in the Spring Lake North Subdivision have occupied dwellings on them or at such other time as Declarant may elect. All voting in each Association's affairs shall be on a one vote per lot basis. In order to pay the cost of carrying out its responsibilities hereunder, each Association may levy fees, dues or assessments on each lot in the applicable subdivision, whether or not the lot owner is an active member of such Association, except lots owned by Declarant or by a builder prior to occupancy. In no event shall Declarant or such a builder be obligated to pay fees, dues or assessments to either Association. All such fees, dues or assessments shall be charged equally to each and every lot, and may be enforced through the lien provided for in Paragraph 2 of this Article or by any other lawful means of collecting debts.

2. Any fees, dues or assessments established by each applicable Association, and any amounts or expenses incurred in enforcing these restrictions which are reimbursable under Article V below, shall constitute a lien on the lot of each lot owner responsible for such fees or expenses. Declarant or each applicable Association, as the case may be, may enforce the lien by recording appropriate instruments confirming the existence of the lien and foreclosing the lien by appropriate legal action. In such legal action, a court of competent jurisdiction shall be empowered to order a sale of the lot subject to the lien in order to satisfy the lien. The lien shall be subordinate and junior to the lien of any first mortgage securing a loan for the acquisition or improvement of any lot in the applicable subdivision. Notwithstanding anything to the contrary contained herein, the sale or transfer of any lot in either subdivision shall not affect the lien arising out of the failure to pay any fees, dues or assessments when due. All fees, dues or assessments which shall remain due and unpaid on April 1 of the year in which said charges become due and unpaid shall thereafter be subject to interest at the highest legal rate allowable as of said April 1.

3. Any sale or purchase of a lot in the Spring Lake South Subdivision shall be subject to such bylaws for the South Association as Declarant may hereafter establish, and each lot owner agrees to abide by and observe such bylaws. Until the South Association is created, Declarant shall have the right to modify, amend or supplement the bylaws, and so long as they are reasonable, any such modifications, amendments or supplements shall have retroactive effect to September 12, 1990. When the South Association is created, it may amend or modify the bylaws upon the affirmative vote of ninety percent (90%) of the lot owners, but such amendment or modification shall not have retroactive effect.

4. Any sale or purchase of a lot in the Spring Lake North Subdivision shall be subject to such bylaws for the North Association as Declarant may hereafter establish, and each lot owner agrees to abide by and observe such bylaws. Until the North Association is created, Declarant shall have the right to modify, amend or supplement the bylaws, and so long as they are reasonable, any such modifications, amendments or supplements shall have retroactive effect to September 12, 1990. When the North Association is created, it may amend or modify the bylaws upon the affirmative vote of ninety percent (90%) of the lot owners, but such amendment or modification shall not have retroactive effect.

5. Each Association shall use the fees, dues or assessments collected for such purposes as each Association shall determine as necessary and advisable, including, but not limited to: improving and

maintaining the property of each Association, including any parks and detention pond areas and sedimentation basin areas designated on the plat for each subdivision; maintaining and improving the common entryway (which common entryway is known as Maybee Road) of the Spring Lake South and Spring Lake North Subdivision; planting and maintaining trees and shrubbery; collecting and disposing of garbage, ashes and rubbish; caring for vacant property; removing grass or weeds; establishing and operating any community programs and facilities which in the opinion of each Association benefit the general welfare of the members of each Association; expenses incident to the examination of building plans and specifications and the enforcement of these restrictions or any other building restrictions applicable to each Subdivision or for any other purposes for which each Association is incorporated.

6. The South Association and the North Association shall in good faith cooperate with each other to coordinate and achieve economies of sale with respect to the maintenance, appearance, care and repair as set forth in paragraph 5 above of their respective subdivisions. The South Association and North Association shall share equally in all costs incurred in maintaining and improving the common entryway to their respective subdivisions including, but not limited to, the cost of maintaining existing trees and shrubbery, planting new trees, shrubbery, flowers and other landscaping, maintenance of signage, sprinkler system, walls and gates and the cost of such entryway's snow plowing."

2. Except as amended and modified hereby, the Declaration remains in full force and effect.

IN WITNESS WHEREOF, Declarant has duly executed this Second Amendment to Declaration of Covenants, Conditions and Restrictions on the date first above set forth.

**WITNESSES:**

Keri L. Vereb  
Keri L. Vereb

Edie L. Puff  
EDIE L. PUFF

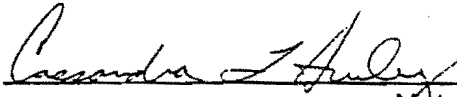
(Acknowledgment on following page)

**THE SELECTIVE GROUP, INC.,**  
a Michigan corporation

By: Michael P. Horowitz  
**MICHAEL P. HOROWITZ**  
Its: Vice President

STATE OF MICHIGAN     )  
                                      ) ss.  
COUNTY OF OAKLAND    )

On the 11 day of December, 1995, before me, a Notary Public, appeared  
MICHAEL P. HOROWITZ, Vice President of The Selective Group, Inc., a Michigan  
corporation, on behalf of said corporation.

  
\_\_\_\_\_  
Notary Public  
Oakland County, State of Michigan  
My Commission Expires: \_\_\_\_\_

CASSANDRA L. HURLEY  
NOTARY PUBLIC - OAKLAND COUNTY, MICH.  
MY COMMISSION EXPIRES 03-29-97

Drafted by and when recorded  
return to:

Michael B. Perlman, Esq.  
Mason, Steinhardt, Jacobs & Perlman  
4000 Town Center, Suite 1500  
Southfield, Michigan 48075

**COPY**

72945  
LIBER 24847 PAGE 277  
\$11.00 MISC RECORDING  
\$2.00 REMONUMENTATION  
02/14/2002 09:27:21 A.M. RECEIPT# 13666  
PAID RECORDED - OAKLAND COUNTY  
G. WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

**AMENDMENT TO DECLARATION OF COVENEANTS, CONDITIONS AND  
RESTRICTIONS  
SPRING LAKE SOUTH SUBDIVISION ASSOCIATION**

**THIS THIRD AMENDMENT TO DECLARATION OF COVENEANTS, CONDITIONS AND  
RESTRICTIONS** is made on the 11th day of May, 2001 by the SPRING LAKE SOUTH  
HOMEOWNERS ASSOCIATION, whose address is P.O. Box 613, Clarkston, Michigan  
48347.

Plat of Spring Lake South Subdivision recorded in Liber 214, Pages 24 through 27,  
inclusive ("Spring Lake South Plat").

08-28-454-000-ent

**WHEREAS**, a Declaration of Covenants, Conditions and Restrictions dated  
September 12, 1990 was recorded on December 11, 1990 in Liber 11666, Pages 524  
through 540, inclusive, Oakland County Records ( the " Declaration " ), pursuant to which  
the property described on Exhibits "A" & "B" attached thereto and made a part thereof  
was impressed with various covenants, conditions and restrictions;

**WHEREAS**, at the time of recording the Declaration the legal description of the  
intended Spring Lake North Subdivision was attached to the Declarations as Exhibit "B".

**WHEREAS**, Declarant subsequently recorded the Spring Lake North Plat, which  
Plat incorporated property substantially similar to, but not identical to, the property  
described on Exhibit "B" to the Declaration;

**WHEREAS**, Declarant subsequently recorded an Amendment of Declaration of  
Covenants, Conditions and Restrictions-Spring Lake North Subdivision and Spring Lake  
South Subdivision (the " First Amendment " ), which First Amendment was recorded in  
Liber 14588, Pages 104 through 111, inclusive, and which First Amendment, among other  
things, substituted a new description for the Spring Lake North Subdivision attached  
thereto as Exhibit "B-1";

**WHEREAS**, the legal description of Spring Lake South Subdivision is attached  
hereto as Exhibit "A" and the legal description of the Spring Lake North Subdivision is  
attached hereto as Exhibit "B-1";

**WHEREAS**, the Declaration as amended by the First Amendment is also referred  
to herein as the "Declaration";

**WHEREAS**, the Declaration provides for a homeowner association for the  
Subdivision, which term as used in the Declaration includes the Spring Lake North  
Subdivision and the Spring Lake South Subdivision; and

**WHEREAS**, the Declarant wishes to amend the Declarations to, among other things,  
provide for separate homeowners associations for the Spring Lake North Subdivision and  
the Spring Lake South Subdivision.

3P  
R  
3 Photc

**O.K. - LG**



**NOW, THEREFORE,** Declarant hereby amends the Declaration as set forth below, effective on the date first set forth above, as follows:

- A. Article II Line 24 is deleted in its entirety and in lieu thereof the following shall be substituted as the new Article II Line 24:

**"ARTICLE II"**  
**RESTRICTIONS**

24. If the dwelling is constructed with a side entry garage, the basketball backboard or basket may be constructed on the garage, if free standing 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. For a non-side entry garage, a basketball backboard or basket may be erected on a free-standing ground mounted post located at most 16 feet from the face brick of the garage. The post must be set back off the lot adjacent to the side of the drive opposite the entry sidewalk. The ground-mounted post shall be painted black and the backboard of the basketball hoop shall be clear. No fluorescent or bright colors shall be permitted. The basketball pole, backboard and net shall be maintained in good condition, or the entire structure shall be removed. Basketball backboards or baskets may be installed in the rear of the units, subject to the same requirements as the front-constructed equipment. Portable basketball backboards or baskets are allowed, but are subject to the same requirements as permanent ground-mounted equipment. Portables must be stored when not in use from November 1 to March 1. All basketball hoops shall not be in use between the hours of 10:00 pm to 8:00 am."

- B. Article IV Line 3 is deleted in its entirety and in lieu thereof the following shall be substituted as the new Article IV Line 3:


**"ARTICLE IV"**  
**HOMEOWNERS ASSOCIATION RIGHTS AND RESPONSIBILITIES**

3. Any sale or purchase of a lot in the Spring Lake South Subdivision shall be subject to such bylaws for the South Homeowners Association and each lot owner agrees to abide by and observe such bylaws. The Spring Lake South Homeowners Association may amend or modify the bylaws upon the affirmative vote of seventy-five percent (75%) of the lot owners."

- C. Except as amended and modified hereby, the Declaration remains in full force and effect.

2-14-02

**Witnesses:**

  
Sheila D. Hall

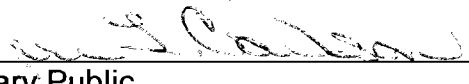
  
JERIL CARLSON

**Spring Lake South  
Homeowners Association**

  
**Martin Dziewit**  
**President**

STATE OF MICHIGAN    )  
  ) ss.  
COUNTY OF OAKLAND    )

On the 14 day of February, 2002, before me, a Notary Public, appeared  
Marty Dziewit, President of Spring Lake Homeowners Association, on behalf  
of said organization.

  
\_\_\_\_\_  
Notary Public

Oakland County, State of Michigan  
My Commission Expires: \_\_\_\_\_

JERI L. CARLSON  
Notary Public, Oakland County, Michigan  
My Commission Expires 12/31/2004

Return to: Spring Lk South Home Owners Association  
P.O. Box 613  
Clarkston MI 48347