

231-41

LIBER 14683 PG 542

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**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

**HEATHER LAKE MEADOWS NO. 6**

(Being the Sixth Phase of Development  
of Heather Lake Estates)

RECORDED IN LIBER 231 PAGES 38 - 42, Oakland County Records

THIS DECLARATION is made this 9<sup>th</sup> day of FEBRUARY, 1994, by  
Heather Lake Associates, the address of which is 320 North Main Street, Ann Arbor,  
Michigan 48104, hereinafter referred to as "Declarant".

RECITALS: rec 5-17-94  
MISCELLANEOUS RECORDING

WHEREAS, Declarant is the fee simple owner of the real property described  
in Article I of this Declaration, dated December 19, 1977, by which the real property  
described in Article I of this Declaration was conveyed; and

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WHEREAS, Declarant has recorded a Declaration Of Covenants, Conditions  
And Restrictions covering Heather Lake Meadows No. 1, Heather Lake Meadows No. 2,  
Heather Lake Meadows No. 3, and Heather Lake Meadows No. 4 which are the first,  
second, third and fourth phases of development of Heather Lake Estates, and is desirous  
of subjecting the real property comprising Heather Lake Meadows No. 6 to the conditions,  
covenants, restrictions, reservations, and grants hereinafter set forth, each and all of which  
is and are for the benefit of and run with said property and each and every parcel thereof;  
and

WHEREAS, Comerica Bank, a Michigan banking corporation, is the holder  
of a first mortgage interest in the real property described in Article I of this Declaration  
and has joined in executing this Declaration.

NOW, THEREFORE, Declarant hereby declares that the real property  
described in and referred to in Article I hereof (and Exhibit "A" hereto) is, and any parcels  
and/or lots into which the said property may be divided is, and shall be, held, transferred,  
sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations  
and grants (sometimes hereinafter collectively referred to as "Covenants") hereinafter set  
forth, together with such other conditions, covenants, restrictions, reservations and grants  
which have heretofore or which are hereafter recorded with respect to said real property.  
Said Covenants shall be binding on all parties having any right, title or interest in the  
property or any part thereof, or improvements thereon, as well as their heirs, successors  
and assigns, and shall inure to the benefit of each owner thereof.

71.0  
+2.6

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

The real estate which is, and shall be held, transferred, sold, conveyed and occupied subject to the Covenants set forth herein is located in Orion and Independence Townships, Oakland County, Michigan, and is more particularly described as follows, to-wit:

See Legal Description contained on Exhibit "A" hereto, and hereby made a part hereof.

ARTICLE II

GENERAL PURPOSES OF THIS DECLARATION

The real property described in Article I hereof is subject to the Covenants hereby declared to promote proper use and appropriate development and improvement of Heather Lake Meadows No. 6, to protect the owners of the property therein against such improper use of surrounding lots as may depreciate the value of their property; to guard against the erection thereon of buildings built of improper or unsuitable materials; to promote adequate and reasonable development of said property; to encourage the erection of attractive improvements thereon, with appropriate locations thereof; to prevent haphazard or inharmonious improvements; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; to promote desired high standards of maintenance and operation of community facilities and services for the benefit and convenience of all owners of property and all residents and in general to provide adequately for a residential subdivision of the highest quality and character.

ARTICLE III

DEFINITIONS

1. Association. Heather Lake Estates Association, a Michigan non-profit corporation formed for the purposes of exercising the powers and functions herein described, and its successors and assigns.
2. Basement. A portion of a building located partly underground, but having less than half its clear floor-to-ceiling height below the average grade of the adjoining ground at the building front.
3. Board. Board of Directors of the Association.

4. **Buildable Area.** (for the purpose of measuring lot width). The narrowest width within the thirty (30') feet of lot depth immediately in back of the front yard setback line.
5. **Building.** Any structure having a roof, supported by columns or by walls and intended for the shelter, housing or enclosure of any person, animal or chattel.
6. **Building, Accessory.** A subordinate building or portion of a principal building, the use of which is incidental to that of the principal building and customary in connection with that use.
7. **Building Height.** The vertical distance measured from the established ground level to the highest point of the roof surface, in the case of a flat roof; to the deck line of a mansard roof; and to the mean level of the underside of the rafters between the eaves and the ridge of a gable, hip or gambrel roof. Chimneys and ornamental architectural projections shall not be included in calculating the height.
8. **Cellar.** That portion of a building located partly or wholly underground and having half or more than half of its clear floor-to-ceiling height below the average grade of the adjoining ground.
9. **Common Area.** All real property (including the improvements thereon) owned (or to be owned) by the Association for the common use and enjoyment of the owners, which common areas shall be shown on the recorded plat of the Subdivision, as now existing or hereafter amended.
10. **Declarant.** Heather Lake Associates, a Michigan co-partnership, its successors and assigns.
11. **Dwelling.** A residential building or portion thereof, but not including hotels, motels, rooming houses, nursing homes, tourist homes or trailers.
12. **Family.** Two or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than four (4) persons not all so related, together with his or their domestic servants, maintaining a common household in a dwelling.
13. **Heather Lake Meadows.** Except as may otherwise be specified herein, all references in this Declaration to "Heather Lake Meadows" shall be deemed to mean and refer to Heather Lake Meadows No. 6 being the sixth phase of the overall proposed development known as Heather Lake Estates.

14. Lot. Each unit of land, more particularly described on Exhibit "A" hereto, which Exhibit "A" is hereby made a part hereof.

15. Lot Area. The area of a horizontal plane, bounded by the vertical planes through front, side and rear lot lines.

16. Lot Line, Front. That boundary line of a lot which is along an existing street line as shown on the recorded plat. On corner lots, the owner may select either street lot line as the front lot line.

17. Lot Line, Rear. That boundary of a lot which is most distant from and is, or is approximately, parallel to the front lot line. If the rear lot line is less than ten (10') feet in length, or if the lot line forms a point at the rear, the rear lot line shall be deemed to be a line ten (10') feet in length within the lot, parallel to and at the maximum distance from the front lot line.

18. Lot Line, Side. Any boundary of a lot which is not a front or rear lot line.

19. Member. A member of Heather Lake Estates Association.

20. Owner(s). The holder or holders of the record fee title to, or purchaser(s) on land contract of, a lot, whether one or more persons or entities, excluding those having such interest merely as security for the performance of an obligation. When more than one person or entity has an interest in fee simple title to any part of the subject property, the interest of all such persons shall be that of a single owner. In the event that the ownership of the improvements on any portion of the property shall ever be severed from the ownership of the land, only the owner of the land shall be deemed an owner hereunder and shall be entitled to act on behalf of the owners of the improvements for all purposes hereunder.

21. Property. That certain real property described in Exhibit "A" hereto, and previously made a part hereof.

22. Side Strip. The unpaved strip of land within a street "Right-Of-Way" which is parallel to the paved roadway.

23. Story. That portion of a building included between the surface of any floor and the surface of the floor next above; or if there is no floor above the space, between the floor and the ceiling next above. A basement shall be counted as a story.

24. Structure. Anything constructed or erected, the use of which requires location on the ground or attachments to something having location on the ground,

including, but not limited to, any tennis court surface and any appurtenances thereto, whirlpools and other types of hot-tubs, satellite or dish antennas, and any in-ground swimming pool(s).

#### ARTICLE IV

##### GENERAL RESTRICTIONS

1. Land Use And Building Type. All lots in Heather Lake Meadows shall be used for private residential purposes only, and no building, except existing, or as specifically authorized elsewhere in this Declaration shall be erected, re-erected, placed or maintained, or permitted to remain thereon, except one single-family, private dwelling, and a private garage containing not less than two (2) nor more than four (4) parking spaces for the sole use of the owners or occupants of the dwelling. No other accessory building or structures may be erected in any manner or location without the prior written consent of the Declarant.

2. Dwelling Quality And Size. It is the intention and purpose of these Covenants to assure that all dwellings in Heather Lake Meadows shall be of quality design, workmanship and materials approved by Declarant. All dwellings shall be constructed in accordance with the applicable governmental Building Code, ordinances and/or regulations and with such further, and more (or less), restrictive standards as may be required (or permitted) by these Covenants or by the Declarant, its successors and/or assigns. The minimum square footage of living area of the dwelling, exclusive of attached garages, open terraces and breezeways, shall be:

- A. For one-story dwellings, not less than 2,200 square feet.
- B. For two-story dwellings (including, but not limited to, bi-levels and tri-levels), not less than 2,800 square feet.

The rear exterior elevation of homes shall be designed with the same care and variety of materials used in designing the front elevation. (See Article IV, Section 7 below).

Notwithstanding the minimum square footage restrictions specified in Subparagraphs 2A and 2B hereinabove, the Declarant or the Architectural Control Committee referred to in Article IV, Sections 34 and 35 of this Declaration, as the case may be, shall be entitled to grant exceptions to the said minimum square footage restrictions to a lot owner who applies for such exception; provided the said lot owner demonstrates to the satisfaction of the Declarant or the Architectural Control Committee, as the case may be, that a reduction in the said square footage requirement as to said lot owner will not adversely affect the quality of the subdivision or lessen the value of the homes surrounding the home to be constructed by the lot owner on the lot owned by him;

and provided, further, that the minimum square footage for one-story dwellings shall in no event be reduced below 1,800 square feet, and the minimum square footage for two-story dwellings (including, but not limited to, bi-levels and tri-levels), shall in no event be reduced below 2,200 square feet. Any such exception granted to the lot owner shall be evidenced by a written agreement, and no such exception shall constitute a waiver of any minimum square footage requirement as to any other lot or lot owner in the subdivision.

3. Location Of Lot. No building in Heather Lake Meadows shall be located on a lot nearer to the front lot line than one hundred twenty-five (125') feet. No dwelling or garage shall be located within one hundred twenty-five (125') feet of a rear lot line or within twenty-five (25') feet of any side lot line. Recreational structures, including tennis courts, whirlpools, hot tubs and the like, and swimming pools, if permitted in writing by Declarant, shall be screened from any street lying entirely within Heather Lake Meadows, by wall, solid fence, evergreen hedge or other visual barrier as approved in writing by Declarant, and, in any event, shall comply with any laws or governmental regulations or ordinances pertaining thereto. No recreational structure, including a tennis court, whirlpool, hot tub and the like, or swimming pool, shall be located on a lot nearer to the front line, or a side lot line adjoining a street, than permitted by local governmental ordinances and rules.

4. Lot Size. No dwelling shall be erected, placed or permitted to remain on any lot having a square footage within the buildable area of less than 50,000 square feet except currently existing dwellings. In the event more than one lot, or portions thereof, are developed as a unit (and except as to the obligation of each lot owner for any assessments made against each separate lot), all restrictions set forth in this Declaration shall apply to such resulting unit in the same manner as to any single lot.

5. Driveways. Access driveways and other paved areas for vehicular use on a lot shall have a base of compacted gravel, crushed stone or other approved base material and shall have a wearing surface of asphalt. Plans for driveways, pavement edging or markers must be approved by Declarant in writing, before any construction in accordance with such plans, may begin. Concrete driveways shall not be permitted at Heather Lake Meadows. If a concrete driveway is installed at Heather Lake Meadows in violation of these Covenants, the Owner in violation of this restriction will be required, upon receipt of written notice of such violation, to immediately remove at its sole cost and expense the concrete driveway and replace same with an asphalt driveway meeting the criterion set forth in this Section 5. In connection with any violation of this Section 5, the Association may levy a special assessment pursuant to Article VII, Section 4 and collect on such assessment and/or create a lien as set forth in Article VII, Section 7. An Owner in violation of this provision hereby waives as a defense in connection with a violation hereof any violations of this provision that presently exist at Heather Lake Meadows Phase No. 6 or as may exist in any other phase of Heather Lake Meadows.

6. Natural Drainage Ways. Where there exists on any lot or lots a condition of accumulation of storm water remaining over an extended period of time, the lot owner may, with the written approval of Declarant, take such steps as shall be necessary to remedy such condition, provided that no obstructions or diversions of existing storm water drainage swales and channels, over and through which surface storm water naturally flows upon or across any lot, shall be made by the lot owner in such manner as to cause damage to other property.

7. Building Materials. Exterior building materials may be stone, brick, wood siding or any material blending with the architecture and natural landscape, provided that such material is approved by the Declarant. Aluminum or vinyl siding will not be a permitted exterior building material.

8. Home Occupations, Nuisances And Livestock. No home occupation or profession shall be conducted in any dwelling located in Heather Lake Meadows and/or in unplatted lots. No noxious or offensive activity shall be carried on, in or upon any lot or premises, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood. No chickens, other fowl or livestock shall be kept or harbored on any of the said lots. No animals or birds shall be maintained on the above-described land, except customary house pets of the persons living on said lands. All animal life maintained on said lands shall have such provisions and care so as not to become offensive to neighbors or to the community on account of noise, odor, unsightliness or scheduled garbage pickup. No burning of refuse shall be permitted outside the dwelling, except that the burning of leaves shall be permitted as or if allowed by Ordinance of Independence and/or Orion Township, as the case may be. The use of any garage, driveway or parking area which may be in front of, adjacent to, or part of any lot as a habitual parking place for commercial vehicles is prohibited.

9. Plant Diseases Or Noxious Insects. No plants or seeds or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a lot.

10. Nameplate And Hospitality Light Standards, And Laundry Drying Facilities. There shall be no more than one nameplate on each lot. A nameplate shall not be more than forty-eight (48) square inches in area, and may contain the name of the occupants and/or the address of the dwelling. It may be located on the door of the dwelling or the wall adjacent thereto, or may be free standing in the front or side yard, provided that the height of the bottom edge of the nameplate is not more than twelve (12") inches above the adjoining ground grade. No laundry drying equipment shall be erected or used outdoors, whether attached to a building or otherwise.

11. Temporary Buildings: Damage To Dwellings And Reconstruction. No trailer, tent, shack, garage, out-building or structure of a temporary character shall be used

at any time as a residence, temporarily or permanently, nor shall any basement be used for such purposes. All permanent dwellings shall be completed within one (1) year from the commencement of construction. No old or used buildings of any kind whatsoever shall be moved or reconstructed on any lot on the property. Any building damaged or destroyed by any cause shall be removed so that there are no ruins or debris remaining within six (6) months from the date of the damage or destruction. Any building which is not completed within one year from commencement of construction or any damage or destruction not promptly remedied shall be deemed a nuisance and be abated as provided by law. Any and all property within any public or private road or right-of-way, which is disturbed or altered by reason of any work performed by owner, or owner's agents, servants, employees or independent contractors, in erecting a building or structure on said owner's lot or elsewhere on the property, shall be restored by said owner, at his sole expense, to its condition immediately prior to the commencement of such work. Said restoration shall be performed immediately following the completion of said work, or, if such work is not completed, then within a reasonable time following the time when the work has stopped.

12. Garages. Garages must be attached to the dwelling and must accommodate a minimum of two (2) cars and a maximum of four (4) cars, with an entrance only from the side or rear of the lot.

13. Soil Removal. Soil removal from lots shall not be permitted, except as required for building construction, and as permitted by the Declarant. In general, no more than one-third (1/3) of the area of any lot may be stripped.

14. Underground Wiring. No permanent lines or wires for communication or the transmission of electric current or power (except transmission lines located on existing or proposed easements) shall be constructed, placed or permitted to be placed anywhere in Heather Lake Meadows other than within buildings or structures.

15. Maintenance Of Side Strips. The owners of lots in Heather Lake Meadows shall be responsible for the maintenance of parkways or public rights-of-way located between their lots lines and edges of street pavements on which said lots abut.

16. Tree Removal. Clear-cutting or removal of trees greater than six (6") inch caliper shall not be permitted without the prior written approval of the Declarant.

17. Public Water/Sewer.

A. All lots in Heather Lake Meadows shall be serviced by municipal sanitary sewers. Such installations shall be made in conformity with all township, county and state statutes, ordinances, regulations and rulings.



LIRFR 14683 PG 550

B.

3-11-94 *Larry Fitch*

- (i) No lot shall be used for other than single family residential use.
- (ii) Permits, where applicable, for the installation of the water well systems shall be obtained from the Oakland County Health Division prior to construction.

\* See Page 9A

C.

At some time subsequent to the initial development, it may be necessary to construct a community water supply and sewage disposal system for those lots not already possessing same. The construction of such public systems may be financed, in whole or in part, by the creation of a special assessment district or districts which may include all original lots: The acceptance of a conveyance or the execution of a land contract by any owner or purchaser shall constitute the agreement by such owner or purchaser, his heirs, executors, administrators and assigns that such owner or purchaser will execute any petition circulated for the purpose of creating such a special assessment district. Further, the owner will pay such special assessments as may be levied against his lot by such special assessment district and shall take the necessary steps as required by the appropriate state, county and township agencies to connect, at his own expense, his water intake and sewage discharge facilities to such community system within ninety (90) days following the completion of said system or systems.

18. On-Street Parking. No on-street parking shall be permitted in the subdivision.

19. Performance Of Construction. No building shall be erected on any lot except by a contractor licensed by the State of Michigan for such purpose.

20. Vehicular Parking And Storage. No trailer, mobile home, commercial or inoperative vehicle of any description, except pickup trucks, shall at any time be parked, stored, maintained or serviced on any lot for a period of more than twenty-four (24) hours, except that builders' trucks and equipment may be parked and used on any lot during building operations. No commercial vehicle lawfully upon any lot for business shall remain on such lot except in conformity with all applicable laws and/or ordinances.

21. Refuse. All refuse and garbage shall be promptly disposed of so that it will not be objectionable to neighboring property owners of the community. No outside

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OAKLAND COUNTY HEALTH DIVISION  
1200 N. TELEGRAPH ROAD DEPT 432  
PONTIAC, MI 48341-0432

3-11-94 Gary Frick

- (iii) Dwellings in the proposed subdivision shall be provided with a portable water supply. All wells shall be drilled by a driller registered by the State of Michigan. All wells shall be drilled through a protective clay layer and be grouted through the clay layer. In the absence of an adequate clay barrier, the minimum well depth shall be one hundred (100') feet, grouted the full length of the casing. A completed well log for each portable water well shall be submitted to the Oakland County Health Division within sixty (60) days following completion of the well.
- (iv) Although not considered health related, the elevated hardness 265 mg/l and high iron content (2.0 mg/l) may be aesthetically objectionable. Prospective residents must be made aware that softening or treatment systems may be necessary or desirable for their drinking water.
- (v) At such time as a municipal water system becomes available, all lot owners shall install water meters and connect their residential dwellings to the public water supply system. When a lot owner connects their dwelling to the public water system, the lot owner shall disconnect their dwelling from the individual private well and 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.
- (vi) All wells shall be located at least fifty (50') feet from all sewers, storm and sanitary. If necessary, sewers within the fifty (50') foot isolation distance shall be constructed of materials meeting ASTM-D-2241 (SPR 26) with joints conforming to ASTM-D-3139/D3212. In no case shall the well be closer than ten (10') feet from any sewer.

storage for refuse or garbage shall be maintained or used unless the same shall be property concealed. The burning or incineration of rubbish, trash, construction materials or other wastes outside of any residential dwelling is strictly prohibited.

22. Fences. No fences shall be erected on any lot without the prior written approval of the Declarant, its agents, successors and assigns. Such approval will be granted for enclosing swimming pools, providing the fenced area encloses only a reasonable area around the pool and yard. This provision shall be construed to be an important, vital and integral part of the plan of these building and use restrictions. In addition to the remedies set forth in Article IV, Section 36 hereof pertaining to violation of restrictions, or in the event the Declarant, its successors or assigns, elect(s) to remove any fence erected contrary hereto by self-help, the cost of said removal shall become a lien upon the lot or lots involved, until such cost is repaid by the owner thereof.

23. Landscaping And Grass Cutting. Upon completion of a residential dwelling on any lot, the owner thereof shall cause such lot to be finish graded, seeded or sodded and suitably landscaped as soon after such completion as weather permits. When weeds or grass exceed six (6") inches in height, each lot owner, his heirs, successors or assigns, shall mow or cut said weeds and grass over its entire lot except in wooded areas. If said lot owner fails to so mow or cut weeds or grass within ten (10) days after being notified in writing, the Declarant, its employees, heirs, successors or assigns, may perform this work and the cost thereof shall become a lien upon the lot or lots involved, until paid.

24. Motorized Vehicles. No trail bikes, motorcycles, snowmobiles or other such motorized vehicles shall be operated on any lot or in any drain easement, side strip, common areas or retention area of the subdivision.

25. Swimming Pools, Tennis Courts And Other Structures.

- A. No swimming pool shall be constructed on any lot except in accordance with these covenants, local ordinances and/or state laws and, unless prior to the commencement of such construction, the written consent of the Declarant is obtained. Notwithstanding the foregoing, children's wading pools which do not exceed eight (8') feet in diameter and eighteen (18") inches in height shall be allowed in the rear yard of any given lot.
- B. No tennis court or other structures as such term is defined in Article III hereof, shall be erected or maintained on any lot without the prior written approval of Declarant.

26. Reciprocal Negative Easements. Unless otherwise expressly provided for in these Covenants, no mutual or reciprocal negative easement shall be deemed to arise or be created hereunder with respect to any land situated without the boundaries of the property.

27. Signs. No signs of any kind shall be placed upon any lot or any building or structure located on any lot, or any portion thereof, until the plans and specifications showing the design, size, materials, message and proposed location have been first submitted to and approved, in writing, by Declarant. Notwithstanding the foregoing, the restrictions set forth in this Paragraph 27 shall not apply to such signs as may be installed or erected on any lot by Declarant, or any builder which it may designate during the construction period, or during such periods as any residence may be used as a model or for display purposes.

28. Illumination. No exterior illumination of any kind shall be placed or allowed on any lot or on any residential dwelling unless first approved by Declarant. The Declarant shall approve of such illumination only if the type, intensity and style thereof are compatible with the style and character of the development of the Property.

29. Objectionable Sights.

- A. Exterior fuel tanks, above ground, shall not be permitted.
- B. The stockpiling and storage of building and landscape materials and/or equipment shall not be permitted on any lot except such as may be used within a reasonable length of time and in no event shall the storage of landscape materials extend for a period of more than thirty (30) days.
- C. The requirements of Sub-Sections A and B of this Paragraph 29 may be waived if such waiver is in writing and signed by the Declarant or the Architectural Control Committee specified in this Article IV, Section 35, below.

30. Restriction On Water Vehicles And Boat Houses. No power boat or other power-propelled water vehicle shall be allowed on any lake or other waterway within the boundaries of the property, except such vehicle having an electric motor of three (3) horsepower, or less. No permanent boathouse, dock or piles shall be allowed on such lake or waterway. All docks shall be removed from such lake or waterway by November 1st of each year. No dock shall protrude more than twenty (20') feet off such lake or waterway shoreline. No boathouse or other structure for the storage of boats or other water vehicles shall be erected or maintained within one hundred (100') feet of the waterline of any lake or waterway on the property. No dwelling unit shall be erected on

such lake or waterway, nor shall any houseboat or similar vehicle be maintained thereon without the prior written consent of the Declarant. No jet skis will be allowed on any such lake or waterway.

31. Maintenance. The owner of any lot and the occupants of any portion of the property shall keep all buildings and grounds in good repair, neat and well maintained. The owner of any lot which fronts on or abuts or is otherwise adjacent to any lake or waterway on the property shall, at his expense, be responsible for maintaining the shoreline of said property in a clean and sanitary condition, and may be assessed, pro rata, by the Declarant or the Association, as the case may be, for his share of the costs required to maintain that portion of any lake or other waterway which is located on the property and on which said owner's property fronts, abuts, or to which it is adjacent. A lien shall attach to the lot of any such owner who fails to pay any such assessment, and shall be enforceable in accordance with the provisions of the Declaration.

32. Real Estate Sales Office. Notwithstanding anything to the contrary contained in this Declaration, Declarant, and/or any builder which Declarant may designate, may construct and maintain on any lot or lots a real estate sales office, with such promotional signs as it (they) may determine and/or a model home or homes for such purposes, and Declarant and any such designated builder may continue to do so until such time as all of the lots in which Declarant and such builder have an interest are sold.

33. General Conditions.

- A. Laundry. No laundry shall be hung for drying in such manner as to be visible from the street on which any given lot fronts. In the case of corner lots, such laundry shall not be hung so to that it will be visible from the street on which the lot fronts and sides.
- B. Leases. No owner shall lease and no tenant of any owner shall sublease less than the whole of any residential dwelling on any lot on the property.
- C. Obstructions. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2') and six (6') feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25') feet from the intersection of the streets, or in the case of a rounded property corner, within twenty-five (25') feet from the hypothetical intersection of the streets which would exist if the street lines were extended to form a point.

No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of the aforesaid sight lines.

**D. Flood Plain Area.**

- (i) The "Flood Plain Area" is shown on the plan of Heather Lake Estates as the land between the shoreline of the lake and the "flood plain" contour line at the elevation established by the Department of Natural Resources based on U.S.G.S. datum.
- (ii) No filling or occupation of the flood plain area will be allowed without the approval of the Department of Natural Resources.
- (iii) Any building used or capable of being used for residential purposes or occupancy within or affected by the flood plain shall have all lower floors, including basements, at or higher than the elevation of the contour defining the flood plain limits which is 1033.50 U.S.G.S. datum.

**34. Architectural Controls, Submission Of Plans And Plan Approval.**

- A. It is understood and agreed that the purpose of architectural controls is to promote an attractive, harmonious residential development having continuing appeal. Until the construction plans and specifications are submitted to and approved in writing by Declarant, (i) no building, fence, wall or other structure shall be commenced, erected or maintained, (ii) nor shall any addition, change or alteration therein be made except for interior alterations, (iii) nor shall exterior color changes be made. The 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, the location and grade of all such buildings, structures and improvements, as well as utilities, parking areas and landscaping plans of the lot to be built upon. Declarant shall have the right to refuse to approve any such construction plans or specifications, or

grading and landscape plan, which are not suitable or desirable, in the opinion of Declarant, for aesthetic or other reasons; and in so passing upon such construction plans or specifications, grading and landscape plan, Declarant shall have the right to take into consideration the compatibility of the proposed building or other structure with the surroundings, the effect of the building or other structure upon the surroundings, and the effect of the building or other structure on the view from adjacent or neighboring properties. It is desired that the natural landscape and trees be left in their natural state as much as possible or practical. In no instance shall a building having a design exactly the same as any other in Heather Lake Meadows be permitted, except as approved by Declarant.

- B.** All plans, specifications and other related materials shall be filed in the office of Declarant located on the property of the subdivision, or with any agent specified by Declarant, for approval or disapproval. Declarant shall have the sole authority to review, approve and/or disapprove the plans and/or specifications and/or any part thereof. A report in writing setting forth the decision of Declarant, and the reasons therefor, shall be transmitted to the applicant by Declarant within thirty (30) days after the date of filing of complete plans, specifications and other materials by the applicant. Declarant will aid and cooperate with prospective builders and make suggestions based upon its review of preliminary sketches. Prospective builders are encouraged to submit such preliminary sketches for informal comment prior to the submission of architectural drawings and specifications. Failure of the Declarant to give written notice of its disapproval of any final architectural plans and/or specifications submitted pursuant to the requirements of these Covenants within thirty (30) days after submission shall constitute approval thereof. Neither Declarant, nor any person(s) or entity to which it delegates any of its rights, duties or obligations hereunder, pursuant to Article IV, Section 35 below, shall incur any liability whatsoever for failing or refusing to approve all or any part of any plans and/or specifications submitted. Declarant hereby specifically reserves the right to enter into agreements with the grantee (or vendee) of any lot or lots (without the consent of grantees or vendees of other lots or adjoining or adjacent property) to

deviate from any or all of the Covenants set forth in the Declaration (except for those set forth in Article IV, Section 33D relating to Flood Plain Requirements), provided that said grantee or vendee demonstrates 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 Covenant or restriction as to any other lot or owner in the Subdivision. Nothing contained in this Subparagraph 34B shall be deemed to restrict the right of the Declarant or the Architectural Control Committee, as the case may be, to grant exceptions to the minimum square footage requirements, in accordance with Article IV, Section 2, of the Declaration.

35. Architectural Control Committee. The Declarant may at any time, but in no event later than the date upon which the fee simple interest to at least seventy-five (75%) percent of the lots in Heather Lake Meadows No. 6 have been sold, delegate and assign all of its rights, power, authority, duties, obligations, easements and estates, as set forth herein, to a Committee representing the owners of lots in the Subdivision, or to the Association, provided that such assignment shall be accomplished by a written instrument recorded in the Office of the Oakland County Register of Deeds and provided further that the Assignee shall join in such written instrument for the purpose of evidencing its consent to the acceptance of such powers and rights. Such instrument, when executed by Assignee, shall without further act release Declarant from the obligations and duties in connection therewith. If such an assignment or delegation is made, the acts and decisions of the assignee or delegatee as to any matters herein set forth shall be binding on all interested parties.

36. Summary Enforcement. Violation of any restriction or condition or breach of any covenant or agreement herein contained shall give the Declarant and any other lot owner, in addition to all other remedies provided by law, the right to enter upon the land as to which such violation or breach exists and summarily to abate and remove at the expense of the owner thereof, any structure, thing or condition that may be or exist contrary to the intent and meaning of the provisions of these Covenants and the Declarant and/or any other lot owner shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

37. Reservation Of Easements. Easements for the construction, installation, maintenance and replacement of public utilities, service drainage facilities, sanitary sewer, storm sewer, water supply facilities, public walkways, bicycle paths and ingress and egress are hereby reserved to Declarant, its successors and assigns, on the Heather Lake Meadows' plat, as such plat may now or hereafter be recorded, and/or as



may otherwise appear of record, or as such easements may hereafter be required in the sole discretion of Declarant. The use of such easements, or any portion thereof, may be assigned by the Declarant at any time, to any person, firm, corporation, governmental agency or municipal authority or department furnishing one or more of the foregoing services and/or facilities and any such easements herein reserved may be relinquished and waived, in whole or in part, by the Declarant by the filing of record of an appropriate instrument of relinquishment. Declarant shall have the right and authority at any time to enter into such maintenance or other agreements with any township or other governmental authority having jurisdiction thereover as Declarant may determine to be necessary or appropriate, for the purpose of providing for the maintenance, repair or replacement of any such easement or facilities located upon, over, under or through such easement, and for the further purpose of providing for assessments for such purpose against any or all of the lots in Heather Lake Meadows No. 6. To the extent provided for in any such agreement(s), such assessments shall be levied as provided for therein and shall constitute a lien upon the lots upon which it is levied. No structure, landscaping or other materials shall be placed or permitted to remain within any of the foregoing easements which may damage or interfere with the installation and maintenance of the aforesaid utilities, or which may change, obstruct or retard the flow or direction of water in, on and/or through the drainage channels, if any, in such easements, nor shall any change be made by any owner in the finish grade of any lot once established by the builder of any residential dwelling thereon, without the prior written consent of Declarant. Access shall be granted to Declarant and its successors and assigns by the owner of each lot to any easement which burdens such lot for the maintenance for all improvements in, on, over and/or under such easement, without charge or liability for damages. Except as may otherwise be provided in this Declaration, or in any maintenance agreement made between Declarant and any township or governmental authority having jurisdiction thereover, the owner of each lot shall maintain the service area of all easements within his property, keep grass and weeds cut, keep the area free of trash and debris and take such action as may be necessary to eliminate or minimize surface erosion. The owner of each lot shall be liable for 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, its agents, invitees and/or licensees. In addition to the foregoing, Declarant, its successors and assigns, shall have the right to grant such other and further public utility easements (including easements for cable television) and such pedestrian walkway and bicycle trail easements over or through the property (including the common areas) as it may, in its sole judgment, deem desirable for the purpose of providing benefits and services to the property.

ARTICLE V

RIGHTS IN COMMON AREAS

1. Right To Use Common Areas. Every member of the Association shall have a right to and an easement of enjoyment in the Common Areas and such right and easement shall be appurtenant to and shall pass with the title to any part or portion of the property or to a lot, subject to the following conditions:

- A. The right of the Association to establish such rules and regulations as the Board may deem necessary or desirable for the safe, orderly and convenient operation and use of the Common Areas and any improvements, equipment or facilities located thereon.
- B. The right of the Association to limit the number of guests of a Member and the number of guests of any tenant of a Member to whom the right of use is delegated as provided in this Article V, Section 2.
- C. The right of the Association and the Declarant to borrow money for the purpose of improving the Common Areas and any facility or equipment located thereon and, pursuant thereto, to mortgage the Common Areas or any part thereof, and the right of the Association and the Declarant to subordinate title to any portion of the Common Areas to the lien of a mortgage obtained by a lessee of such portion of the Common Areas described in Section 4 of this Article V, when the proceeds of the mortgage loan are to be used exclusively for the purpose of improving the Common Areas or any facility or equipment located thereon. In the event of a default in any such mortgage, the mortgagee shall have a right, after taking possession of such properties, to charge an admission and other fees as a condition to continued enjoyment of the Common Areas by those entitled to use them as provided herein; and if the mortgagee deems it advisable, shall have the right to open the use of the mortgaged premises to the general public until the mortgage debt is satisfied, whereupon the possession shall be returned to the Association and all rights of the Owners and Members shall be fully restored.
- D. The right of the Association to suspend the voting rights of any member and the right of any person to use the Common

Areas or the facilities located thereon for any period during which any assessment against the property occupied by or owned by such person is delinquent and for a period of not in excess of thirty (30) days for any infraction of any rules or regulations promulgated by the Board.

- E. The right of the Association to divide the Residential Property into areas and designate which facility within the Common Areas may be used by those persons residing in each area.
- F. The right of the Association to charge reasonable admission and other fees for the use of any facility or improvement located on the Common Areas.
- G. The right of the Association to permit the use of the Common Areas and the facilities located thereon by persons who do not reside on the Property, upon such terms and conditions and the payment of such fees as the Association may determine to be reasonable. A legal description of the entire property owned by Declarant or in which Declarant has an interest, and which includes each Heather Lake Meadows Subdivision, existent as of this date, the property described on Exhibit "A" hereto, as well as the property to be set aside (as Declarant's option) for future development and/or subdivisions is attached hereto as Exhibit as "B" and hereby made a part hereof. The fee simple owners and/or Land Contract vendees of any lot or parcel of property within the Property described on Exhibit "B" shall be entitled to and shall become a member of the Association, deriving all of the use, benefit and enjoyment of the lake, Common Areas and the access thereto over those Common Areas set aside for lake access purposes, in common with other members of the Association, including the owners of lots in Heather Lake Meadows No. 1, No. 2, No. 3 and No. 4 and subject to those rules and regulations promulgated by Declarant, its successors and assigns.

2. Delegation Of Use. Any member may delegate, in accordance with such rules and regulations as the Association may establish, the right to use and enjoy the Common Areas to those persons actually occupying a dwelling located on the member's lot.

3. Title To Common Areas. At such time as the Association has been formed and organized, Declarant may convey title to the Common Areas to the

Association. In any event, the Declarant shall convey all of the Common Areas to the Association at such time as the fee simple interest in seventy-five (75%) percent of the lots on the property have been conveyed, the conveyance of the Common Areas to be subject to any lease entered into by Declarant pursuant to Section 4 of this Article V.

4. Development Of Common Areas. The Common Areas, including any lake or waterway within such common areas, shall be retained as open park and recreation areas to be used solely for sports, recreation, social, civic and cultural activities. No dwellings shall be erected thereon. The Association may lease the Common Areas to a tenant which agrees to construct and/or operate and maintain recreational facilities thereon. At such time as the fee simple interest in seventy-five (75%) percent of the lots on the Property have been conveyed, the Park Area described on Exhibit "B" attached hereto and incorporated herein by this reference shall be conveyed to the Association. A lift station will be constructed in the Park Area and will be located in the easterly portion of the Park Area, in accordance with Orion Township requirements. Notwithstanding anything to the contrary contained herein, the conveyance of the Park Area shall be subject to the Association granting to Orion Township such easements as are necessary for the operation, maintenance and repair of the lift station.

5. Restrictions On Use Of Lake And Common Areas. In addition to those restrictions set forth in Article IV, Section 30 of this Declaration, the following restrictions shall apply to Heather Lake and any other waterway on the property.

- A. Heather Lake was conveyed to the Association by Warranty Deed dated July 23, 1990. Heather Lake is designated as a "private lake" and as such the right to use and control said lake shall remain with Declarant, and the owners (as hereinabove defined) of any lot within the subject property. Pursuant to Article V, Section 1G hereinabove, the owners of lots in the property developed and platted and to be developed and platted, which property is more particularly described in Exhibit "B" hereto, shall become members of the Association, in which event, each said member shall be entitled to the rights specified in said Article V, Section 1G.
- B. Any lake or waterway on the property shall be used solely for active sports, recreation, social, civic and/or cultural activities.
- C. No lot owner shall perform any act which would or does affect the level of the water of the lake or any other waterway on the property, without the prior written consent of Declarant.
- D. Notwithstanding anything to the contrary contained in this Declaration, no use of Heather Lake or any other waterway on

the property or any Common Area shall be made by any person, other than Declarant, until such person shall have completed construction of his dwelling on a lot and shall be residing therein pursuant to an appropriate Certificate of Occupancy issued by the governmental authority having jurisdiction thereover.

- E. Notwithstanding anything to the contrary contained herein, pursuant to a Settlement Agreement And General Release ("Settlement Agreement") dated July 19, 1990 and recorded in Oakland County Records, certain property owners identified in the Settlement Agreement as owners of the "Exception Parcels" and lot owners in the "Southern Subdivision" have certain limited access and use rights to Heather Lake and the Park Area.

## ARTICLE VI

### HEATHER LAKE ESTATES

1. Creation And Purposes. There shall be formed a Michigan non-profit corporation to be known as the Heather Lake Estates Association (hereinafter referred to as the "Association"). The purposes of the Association shall be to promote high standards of maintenance and operation of all property in Heather Lake Meadows reserved or dedicated by Declarant for the common use of all residents and owners of property and owners of unplatted lots therein and to arrange for the provision of services and facilities of common benefit, and in general to maintain and promote the desired character of Heather Lake Estates.

2. Membership And Voting. Declarant and every owner of a fee simple interest in a residential lot in Heather Lake Meadows and each unplatted lot shall become a member of the Association. Each such member, including Declarant, shall be entitled to one (1) vote on each matter submitted to a vote of members for each such lot owned by him or it. Where a lot has been sold on a land contract, the vendee thereunder (rather than the vendor) shall be entitled to the vote for said lot. Where title to a lot is in more than one (1) person, or where the vendee under a land contract is more than one (1) person, such co-owners, or co-vendees acting jointly shall be entitled to but one (1) vote.

3. Powers Of The Association. The Association shall have the following powers:

- A. To the extent such services are not provided by any governmental body:

- (i) To care for, spray, trim, protect and replant trees on all streets and in other public places where trees have once been planted, and to care for, protect and replant shrubbery and grass in the side strips which are in streets and set aside for the use of residents and owners of property in Heather Lake Meadows.
  - (ii) To provide for the plowing and removal of snow from public streets.
  - (iii) To spray and to take other measures for mosquito and fly abatement within Heather Lake Estates.
  - (iv) To employ duly qualified peace officers for the purpose of providing such police protection as the Association may deem necessary or desirable in addition to that provided by any governmental body.
  - (v) To maintain entranceways to Heather Lake Meadows.
- B. To mow, care for, and maintain vacant and unimproved property and remove rubbish from same and to do any other things necessary or desirable, in the judgment of the officers of the Association, to keep any vacant and unimproved property and side strips in front of any property in Heather Lake Meadows neat in appearance and in good order and to make and collect reasonable charges therefor from owners of such property in amounts not to exceed the cost to the Association.
  - C. To provide for the maintenance of facilities in any public street, park or entranceways, or on any land set aside for the general use of the property owners and residents in Heather Lake Meadows.
  - D. To own or lease such real estate as may be reasonably necessary in order to carry out the purposes of the Association, and to pay taxes on such real estate as may be owned by it.
  - E. To make such improvements to the entranceways of Heather Lake Meadows and to side strips within streets in Heather Lake Meadows and provide such other facilities and service as may be authorized from time to time by the affirmative vote of fifty-one (51%) percent of the members of the Association

acting in accordance with its Articles and By-laws; provided, however, that any such action so authorized shall always be for the express purpose of keeping Heather Lake Meadows a residential subdivision of the highest quality and character.

4. Additional Members. Declarant, as to lots owned by it (and not sold under land contract) and every other owner of a fee simple (or land contract vendee's) interest in real estate subdivided by Declarant shall become a member of the Association.

5. Expenditures Limited To Assessment For Current Year. The Association shall not expend more money within any one (1) year than the total amount of the assessment for that particular year, including the amount of any special assessment, plus any surplus which it may have on hand from previous assessments; nor shall said Association enter into any contract whatever binding the assessment for any future year (except for contracts for utilities), and no such contract shall be valid or enforceable against the Association.

**ARTICLE VII**

**COVENANTS FOR MAINTENANCE AND CAPITAL CHARGES**

1. Creation Of The Lien And Personal Obligation For Assessments. Each owner of any dwelling or lot (other than Declarant), by accepting a conveyance of such lot or dwelling on the property or entering into a land contract for the purchase of such lot or dwelling, whether or not such fact shall be so expressed in such contract or conveyance, shall be deemed to covenant and agree to pay to the Association:

- A. Annual assessments to meet regular Association expenses, which shall include such assessments required to maintain any easement referred to in Article IV, Section 37, of this Declaration, and
- B. Special assessments for capital improvements, and
- C. Special assessments for maintenance of owner's premises, such assessments to be fixed as herein provided.

The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided for, shall be a lien on the lot and dwelling against which they are made. Each such assessment, together with interest thereon at the greater of seven (7%) percent per annum or as provided in such assessment and the cost of collection thereof as hereinafter provided, shall, in addition to being a lien on such lot and dwelling, also constitute a personal obligation of the person who was the owner of the property at the time when the assessment was made.

2. Purpose Of Annual Assessments. The annual assessments levied under this Article shall be used by the Association for the purpose of: (i) promoting the recreation, health, welfare and safety of the residents living on the property; (ii) for the improvement and maintenance of the Common Areas; (iii) providing of services and facilities for the benefit of such residents; (iv) maintaining, beautifying and improving the streets, parkways, rights-of-way and entranceways within the property, maintaining adequate lighting of public streets, maintaining and/or beautifying any lake or other waterway on the property (including, but not limited to, the dredging and/or weeding of same); and (v) payment of any taxes, insurance premiums and mortgage installments relating to the Common Areas and improvements thereon. Funds expended for the maintenance of public streets and the lighting thereof shall supplement such services as may be provided by the Oakland County Road Commission or any other public authority. The Association shall use such assessments for the repair, replacement and additions to any facilities located on the Common Areas, as well as for the cost of labor, equipment, materials, management and the supervision thereof.

A. Levy Of Assessments. The Board shall in each year commence with the year 1987 levy against the property an assessment in accordance with the following:

- (i) The assessment shall be a charge of a specified number of dollars per lot.
- (ii) The number of lots to be charged to any owner-member of the Association shall be equal to the number of votes allocated to such owner-member under Article VI of this Declaration.

B. Limitation On Spread Of Assessments. If any portion of Association expense arises because of the ownership and/or operation of some portion of the Common Areas or facilities located thereon, and such portion of the Common Areas or facilities have been designated by the Association for use by less than the occupants of all dwellings located or to be located on the property, such portion of Association expense shall be levied against all those lots, dwellings or dwelling lot sites, the occupants of which the Board has designated as having the right to use such portion of the Common Areas or facilities, and not against any other lots, dwellings or dwelling lot sites.

C. Notice Of Assessment. At any time during the year 1987 and on April 1 of each year thereafter, the Board shall send a written statement to each other stating the amount of the



assessment for the ensuing year. Each owner shall pay such statement within thirty (30) days after it has been sent. Assessments not paid within such thirty (30) day period shall be deemed delinquent and interest shall accrue on delinquent assessments at the rate of seven (7%) percent per annum.

3. Special Assessments For Capital Improvements. In addition to the assessments authorized by Section 2 of this Article VII, the Association may levy a special assessment to be spread over not in excess of five (5) equal successive annual payments for the purpose of defraying in whole or in part the cost of any construction reconstruction, repair or replacement of any improvements on the Common Areas, including any fixtures, equipment and other personal property relating thereto, provided, however, that no such special assessment shall be levied unless first approved by fifty-one (51%) percent of the total votes cast in person or by proxy at a meeting of the Association members duly called for that purpose, written notice of which shall be sent to all members at least thirty (30) days in advance of the meeting and which shall set forth the purpose of the meeting. When any special assessment is levied for the purpose of paying the cost of a facility or improvement and a similar type of improvement or facility already exists on the Common Areas which has been designated for use by occupants of dwellings presently located or to be located on a portion of the Property, and the owners of such dwellings and/or dwelling lot sites have been or are being assessed or are otherwise paying for such similar improvement or facility, any special assessment levied under this Section shall be levied only against those dwellings and/or dwelling lot sites not being assessed or which have not otherwise paid for the existing improvement or facility.

- A. Any such special assessment or any installment thereof currently due shall be added to the annual statement to be sent to each owner pursuant to Section 2 of this Article and shall be due and payable at the same time as the annual assessment and shall become delinquent and accrue interest the same as such annual assessment.
- B. Any special assessments levied under this Section 3 shall be levied against each lot and shall be a charge of a specified number of dollars and cents for each lot in the area being assessed for which an annual maintenance assessment is levied under Section 2 of this Article VII.
- C. The quorum required for any meeting at which a special assessment is approved as permitted by this Section shall be, at the first meeting called for such purpose, at least sixty (60%) percent 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 spreading of a special assessment, another meeting may be called for the purpose, with notice thereof to be given as provided for in this Section and the required quorum at any such subsequent meeting shall be two-thirds (2/3rds) of the required quorum for the first meeting, provided that such section meeting shall be held no more than sixty (60) days subsequent to the holding of the first meeting.

4. **Special Assessments Against Specific Properties.** In addition to the assessments authorized by the above Sections of this Article, the Association may levy a special assessment against any portion of the property, for the purpose of maintaining the exterior of any structure located thereon, for maintaining and caring for the surface thereof and any plantings or other vegetation located thereon. A special assessment for such purposes shall not be levied except in compliance with the following:

- A. The Association shall determine that the maintenance and appearance of a portion of the property detracts from the appearance and attractiveness of the remainder of the property and the buildings and other improvements located thereon. Such determination shall be made by a vote of the members as required for a Special Assessment for Capital Improvements in Section 3 of this Article and subject to the quorum requirements specified in Section 3C of this Article.
- B. A written notice of that determination specifying exactly what in the opinion of the Association must be done in order to rectify the unsatisfactory condition, has been delivered to the owner of the offending portion of the property. Association representatives designated by the Board of Directors shall have the right to enter on any portion of the property, and to enter any buildings located thereon to more accurately determine how any unsatisfactory condition may best be remedied.
- C. The owner receiving such notice shall be given a period of thirty (30) days after the receipt thereof to commence the required work.
- D. If the owner has not commenced the required work within said thirty (30) day period or if having commenced such work it is not completed within a reasonable period of time after commencement, the Association shall have the right to go upon owner's premises, complete the required work and assess

the cost thereof against such premises, provided, however, such cost shall not exceed the reasonable cost for performing such work.

E. Any assessment levied under this Section 4 shall be due and payable thirty (30) days after the owner has been rendered a statement therefor.

5. Certificate Re: 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 property. Any such certificate, when properly issued by the Association, shall be conclusive and binding with regard to the status of any assessment as between the Association and any bonafide purchaser of the property described in the certificate and any lender who has taken a lien on said property as security for the repayment of a loan.

6. Subordination Of Liens To Mortgages. The lien for assessments provided for in this Article 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 parcel of land shall not affect the assessment lien. However, the sale or transfer of any lot or residence thereon subject to assessment pursuant to a judgment of foreclosure of a mortgage shall extinguish any lien for assessments as to payments thereof which became due prior to such sale or transfer. No such sale or transfer pursuant to foreclosure judgment shall relieve any property from any assessments thereafter levied or from the lien accruing from such assessments.

7. Collection Of Assessments And Creation Of Lien. If any assessment shall not be paid within ninety (90) days after receipt of a statement therefor, the Association, in addition to its right to sue the owner and obtain a personal judgement against him, may enforce the lien in the Circuit Court for Oakland County, Michigan in the same manner and by following similar procedures as in the case of mortgages, whether by advertisement or judicial action, including the allowance of such costs as would be taxable in the foreclosure of a mortgage.

#### ARTICLE VIII

#### GENERAL PROVISIONS

1. Severability. The voiding or invalidation of any one or more of the restrictive covenants contained in this Declaration by the judgment or court order of a court of competent jurisdiction shall in no way affect any of the remaining terms or provisions of this Declaration and all of said restrictions shall remain totally enforceable in accordance with their terms, and in accordance with the tenor of this Declaration.

2. Term. The restrictions, conditions, covenants, charges and agreements contained in this Declaration shall continue in full force and effect and shall run with and bind the land, for a period of thirty-five (35) years from the date this Declaration is recorded, and shall thereafter automatically be extended for successive periods of ten (10) years each; provided, however, that this Declaration, or any part thereof, may be altered, amended or revoked, and all or any part of the property subject to these covenants may be released from any or all of said Covenants during the first thirty-five (35) year period, or thereafter, by an instrument signed by not less than seventy-five (75%) percent of the lot owners, except that an amendment made by Declarant for the purpose of adding residential lots and Common Area to the Association (or property) shall not require the vote, signature or consent of any owners or members. Any amendment, alteration or revocation must be in writing and be recorded in the Office of the Oakland County Register of Deeds. Notwithstanding the foregoing, the provisions of Article IV, Section 33D ("Flood Plan Area") of this Declaration shall run forever without right of amendment.

3. Enforcement. The Declarant, the Association or any owner shall have the right to enforce, by any proceedings at law or equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provision of this Declaration. Failure by the Declarant, the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to enforce same thereafter.

4. Execution Of Other Documents. Each of the Owners, at no expense to himself, hereby agrees, at the request of Declarant 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 Declarant or the Association, to carry out the purposes of this Declaration, and each Owner specifically agrees to execute any future plat or plats, at no expense to said Owner, required or desirable, in the sole discretion of Declarant or the Association, for the purposes of further improving the Property, annexing and/or subdividing land adjacent to or abutting any part of the property or otherwise carrying out the desires of said Declarant or Association.

5. Notices. Each owner of a lot in Heather Lake Meadows shall file the correct mailing address of such owner with Declarant and shall notify Declarant promptly in writing of any subsequent change of address. Declarant shall maintain a file of such addresses and make the same available to the Association. A written or printed notice, deposited with the United States Mail, postage prepaid, and addressed to any owner at the last known address of such owner shall be sufficient and proper notice to such owner, wherever notices are required in this Declaration.

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THIS DECLARATION was executed as of the date and year first set forth above.

WITNESSES:

HEATHER LAKE ASSOCIATES, a Michigan co-partnership

William C. Tyler  
WILLIAM C. TYLER  
Barbara L. Chapman  
BARBARA L. CHAPMAN

By: Ronald Weiser  
Ronald Weiser  
Its: Managing Partner

COMERICA BANK, a Michigan banking corporation, Successor by Merger to Manufacturers Bank, N.A., f/k/a Manufacturers National Bank of Detroit, a Michigan banking association

Todd Bloom  
TODD BLOOM  
Randall S. Baker  
RANDALL S. BAKER

By: Amanda J. Uffelman  
Amanda J. Uffelman  
Its: Vice President

By: James D. Preston  
James D. Preston  
Its: Vice President

STATE OF MICHIGAN )  
 )ss.  
COUNTY OF WASHTENAW )

The foregoing document was acknowledged before me this 11th day of FEBRUARY, 1994 by Ronald Welser, Managing Partner of Heather Lake Associates, a Michigan co-partnership, on behalf of the co-partnership

Barbara L. Chapman  
Notary Public, WASHTENAW County, MI  
My Commission Expires: 12.5.94

BARBARA L. CHAPMAN  
Notary Public, Washtenaw County, MI  
My Commission Expires Dec. 5, 1994

STATE OF MICHIGAN )  
 )ss.  
COUNTY OF WAYNE )

The foregoing document was acknowledged before me this 9th day of February, 1994 by Amanda J. Uffelman and James D. Preston, Vice Presidents of Comerica Bank, a Michigan banking corporation, Successor by Merger to Manufacturers Bank, N.A., f/k/a Manufacturers National Bank of Detroit, a Michigan banking association, on behalf of the corporation

Donna J. Smith  
Notary Public, \_\_\_\_\_ County, MI  
My Commission Expires: 5-28-97

DONNA J. SMITH  
NOTARY PUBLIC-DAYLAND COUNTY, MICH.  
ACTING IN Wayne CO.  
MY COMMISSION EXPIRES 05-28-97

DRAFTED BY AND WHEN RECORDED RETURN TO:  
  
ALAN M. STILLMAN, ESQ.  
Seyburn, Kahn, Ginn, Bess,  
Howard & Deitch, P.C.  
2000 Town Center  
Suite 1500  
Southfield, Michigan 48075-1195  
Telephone: (313) 353-7620

EXHIBIT "A"LEGAL DESCRIPTIONHEATHER LAKE MEADOWS NO. 6

"Heather Lake Meadows No. 6", a subdivision of part of the NW 1/4, NE 1/4, SE 1/4 and SW 1/4 of Section 7, T4N, R10E, Orion Township, Oakland County, Michigan, described as beginning at the NEly corner of "Heather Lake Meadows No. 4", recorded in Liber 195, Pages 30 & 31, Oakland County Records, said point of beginning located N 88°26'48"W 1358.53 ft and N 03°15'12"E 1215.99 ft and N 01°48'17"E 452.74 ft from the SE corner of Section 7, T4N, R10E; Th from said point of beginning, the following six courses along the Nly line of said "Heather Lake Meadows No. 4", N 84°40'35"W 377.97 ft, and N 40°07'00"W 200.00 ft, and S 49°53'00"W 330.00 ft, and S 40°05'50"W 60.89 ft, and S 53°30'00" W 239.24 ft to Point "A" and continuing S 53°30'00"W 105 ft to the shore of Heather Lake; Th NWly 1186 ft± along the shore of Heather Lake; Th N 53°40'00"E 50 ft to Point "B", located the following 3 courses from Point "A", N 46°39'57"W 186.12 ft, and N 40°07'00"W 600.00 ft, and N 50°08'10"W 396.54 ft to said Point "B"; Th N 53°40'00"E 140.36 ft; Th on a curve to the right (R = 60.00 ft, Delta = 47°44'47", LC = N 45°19'38"W 48.57 ft) an arc distance of 50.00 ft; Th S. 68°32'39"W 160.00 ft to Point "C"; Th continuing S 68°32'39"W 70 ft to the shore of Heather Lake; Th NWly, Wly and SWly 3020 ft along the shore of Heather Lake; Th N 41°00'00"W 85 ft to Point "D", located the following 14 courses from Point "C", N 01°51'27"W 281.36 ft, and N 29°34'54"E 357.49 ft, and N 01°35'12"W 632.39 ft, and N 27°26'28"W 508.62 ft, and N 18°39'48"W 215.98 ft, and N 33°08'52"W 230.11 ft, and N 11°13'40"E 246.87 ft, and N 82°17'34"W 123.20 ft, and N 87°29'49"W 153.09 ft, and S 26°43'45"W 219.32 ft, and S 11°31'52"E 206.15 ft, and S 08°23'00"E 264.77 ft, and S 37°37'09"W 264.87 ft, and S 49°00'00"W 432.00 ft to said Point "D", Point "D" being located on the NEly line of Lot 117 of "Heather Lake Meadows No. 2", recorded in Liber 171, Pages 17 thru 20, Oakland County Records; Th the following 5 courses along the Ely line of said "Heather Lake Meadows No. 2", N 41°00'00"W 310.00 ft, and N 49°00'00"E 75.00 ft, and N 41°00'00"W 291.00 ft, and N 49°00'00"E 158.60 ft, and N 02°30'11"E 262.32 ft to the SW corner of Lot 130 of "Heather Lake Meadows No. 3", recorded in Liber 176, Pages 24 thru 28, Oakland County Records; Th the following 14 courses along the Sly line of said "Heather Lake Meadows No. 3", S 87°29'49"E 200.00 ft, and N 02°30'11"E 315.00 ft, and S 87°29'49"E 653.09 ft, and on a curve to the right (R = 570.00 ft, Delta = 12°24'30", LC = S 81°17'34"E 123.20 ft) an arc distance of 123.44 ft, and on a curve to the left (R = 630.99 ft, Delta = 12°24'30", LC = S 81°17'34"E 136.17 ft) an arc distance of 136.44 ft, and S 87°29'49"E 390.00 ft, and on a curve to the right (R = 616.24 ft, Delta = 03°09'34", LC = S 85°55'02"E 33.98 ft) an arc distance of 33.98 ft, and S 12°11'13"W 201.94 ft, and S 53°33'55"E 520.44 ft, and S 07°48'15"E 364.84 ft, and S 11°15'04"E 412.74 ft, and S 87°29'49"E 630.00 ft, and on a curve to the right (R = 660.00 ft, Delta = 07°24'08", LC

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= N 18°44'04"E 85.21 ft) an arc distance of 85.21 ft, and S 70°09'31"E 272.14 ft; Th S 01°27'57"W 237.67 ft; Th S 89°39'53"E 193.84 ft to the centerline of Baldwin Road; Th S 02°30'11"W 253.60 ft along said centerline; Th S 01°48'17"W 1157.57 ft continuing along the centerline of Baldwin Road to the point of beginning. Containing 61 lots, numbered 263 thru 323, both inclusive. Containing 107.6 acres.



EXHIBIT "B"

PARK AREA

LIBER 14683 pg 574

Part of the SW 1/4 of Section 7, T4N, R10E, Orion Township, Oakland County, Michigan, described as beginning at a point on the S'y line of Lot 269 of proposed "Heather Lake Meadows No. 6", located S 29°34'54"W 192.49 ft and S 01°51'27"E 281.36 ft from a meander corner recorded in Liber 13869, Page 459, established on the E & W 1/4 line of said Section 7, T4N, R10E; Th from said point of beginning, N 68°32'39"E 160.00 ft along the S'y line of said Lot 269 to the SE'y corner thereof; Th on a curve to the left (R = 60.00 ft, Delta = 47°44'47", LC = S 45°19'38"E 48.57 ft) an arc distance of 50.00 ft along the W'y line of Shrewsbury Drive to a point on the NW'y line of Lot 268 of said proposed "Heather Lake Meadows No. 6"; Th S 53°40'00"W 140.36 ft along said NW'y lot line to traverse point 'B'; Th continuing S 53°40'00"W 50 ft, more or less, to the shoreline of Heather Lake; Th W'y, N'y and E'y 1400 ft, more or less, around the shoreline of Heather Lake to the intersection of the south line of proposed Lot 269 with said shoreline; Th N 68°32'39" E 70 ft, more or less, along said lot line to the point of beginning, said point of beginning located S 89°00'00"W 160.00 ft and S 38°05'35"W 69.47 ft and S 63°07'53"W 181.77 ft and S 20°39'42"E 116.88 ft and S 80°26'19"W 215.77 ft and N 32°27'09"W 208.28 ft and N 28°12'13"E 197.26 ft and N 61°54'00"E 273.42 ft and S 28°39'28"E 215.30 ft and S 81°39'30"E 51.17 ft and N 55°30'04"E 108.71 ft from prev. mentioned traverse point 'B'. Containing 4.4 acres, more or less, and excepting an easement for sanitary sewer purposes and any other easements or restrictions of record.