

Declaration of Covenants  
and Restrictions

# Bridge Valley VI

*A Residential Subdivision in  
Springfield Township,  
Oakland County, Michigan*

375-1837

DEVELOPER  
Bridge Valley Limited Partnership  
Columbia Center  
Suite 1200  
201 West Big Beaver Road  
Troy, Michigan 48084

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January 18, 2000

## BRIDGE VALLEY VI SUBDIVISION

### Declaration of Covenants and Restrictions

*C. Neils*

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made this 22 day of MAY, 2000, by BRIDGE VALLEY LIMITED PARTNERSHIP, a Michigan limited partnership (the "Declarant"), having its principal office at Columbia Center, 201 West Big Beaver Road, Suite 1200, Troy, Michigan 48084.

WHEREAS, Declarant is the owner of certain real property situated in the Charter Township of Springfield (the "Township"), Oakland County, Michigan, and more particularly described on Exhibit "A" attached hereto, and Declarant is in the process of developing such property as the Bridge Valley VI Subdivision (the "Subdivision").

WHEREAS, the Subdivision will consist of lots (the "Lots"), to be used for the construction and occupancy of one (1) detached single-family residence and permitted related improvements, subject to the provisions of this Declaration and other matters of record, and private parks, nature reserve areas and open space areas (the "Nature Reserve Areas"), for the benefit of the Subdivision, and intended for the use of (i) the Owners of each Lot; (ii) the Occupants; and (iii) the Permittees.

WHEREAS, Declarant desires to subject the Subdivision to the covenants, restrictions, conditions, easements, charges and liens hereinafter set forth to insure the development of the Subdivision as a highly desirable residential community, to promote internal harmony and architectural excellence within the Subdivision, to preserve the natural attributes of the land, to prevent the construction, installation or maintenance of any undesirable use or improvement within the Subdivision, and to provide for the perpetual preservation and maintenance of the Nature Reserve Areas within the Subdivision in a manner consistent with high environmental, aesthetic and residential standards.

WHEREAS, Declarant deems it desirable to create an entity (the "Association") to own the Nature Reserve Areas, and to which shall be delegated and assigned certain powers and duties hereunder, including administration, operation and maintenance of the Nature Reserve Areas and enforcement of the covenants, restrictions, and conditions set forth in this Declaration.

WHEREAS, Declarant has caused the Association to be organized as a nonprofit corporation for a perpetual term, under the laws of the State of Michigan, for the purpose of exercising the powers, duties and functions of the Association set forth in this Declaration.

WHEREAS, a conservation easement containing certain use restrictions is being granted to the Independence Land Conservancy over Bridge Valley Nature Reserve Parks No. 4 and No. 5 and the Township has approved the Subdivision subject to certain restrictions being placed upon the Subdivision.

NOW, THEREFORE, Declarant hereby declares that the Subdivision, including each Lot and the Nature Reserve Areas in the Subdivision, shall be held, transferred, sold, conveyed, leased, used and occupied subject to the following covenants, restrictions, conditions, easements, charges and liens, each of which is for the benefit of, and shall run with and bind, each Lot and the Nature Reserve Areas, and each person having any right, title or interest in any Lot or the Nature Reserve Areas, including, without limitation, each Owner and Occupant, and/or the heirs, personal representatives, successors and/or assigns of any such person.

## **ARTICLE I**

### **Architectural Review**

**Section 1. Architectural Review Committee.** No residence or other improvement shall be installed, constructed, reconstructed or maintained on any Lot, nor shall any addition or alteration be made relative to the exterior appearance of any improvement or landscaping, until detailed plans and specifications for such improvement have been submitted to and approved in writing by the Architectural Control Committee (the "Committee"). The Committee shall, initially, be composed of three (3) persons appointed by Declarant, who need not be Owners, and who may be employees, officers, agents or affiliates of Declarant. Each member of the Committee shall serve until he or she resigns and is replaced by a subsequent appointee. At such time as all of the Lots have been sold and residences have been constructed thereon, each sitting member of the Committee shall resign, and Declarant shall delegate and assign to the Association its power of appointment with regard to members of the Committee; provided that, Declarant may, at its sole discretion, make such delegation to the Association at an earlier time. Neither Declarant nor any member of the Committee shall have any liability whatsoever to any person in connection with the approval or disapproval of any plans or specifications in regard to any improvement.

**Section 2. Architectural Approval Procedure.** No tree removal, excavation or construction shall be performed on any Lot until detailed plans and specifications for any proposed improvements have been submitted to and approved in writing by the Architectural Control Committee. A three-step submittal and review procedure shall be followed for obtaining the approval of the Committee for any new residence or substantial improvement on any Lot, before application is made to the Township for a building permit, as follows:

1) **Conceptual Approval.** Sketches, photographs renderings or similar materials shall be submitted to the Committee at the earliest possible stage of architectural design to determine that the proposed residence will be within the design goals for the community and to obtain approval for the architectural style of the proposed residence.

2) **Preliminary Approval.** Two copies of preliminary plans and specifications shall be submitted to the Committee for preliminary review and approval including the following:

- A. A topographic site survey of the residential homesite showing existing grades and the location, type and size of all trees exceeding four (4) inches in diameter at eye level which are located in the vicinity of construction areas for residences, drives or other improvements. Any licensed surveying firm may be hired to prepare this survey.
- B. Exterior elevation drawings for all sides of the proposed residence.
- C. A preliminary floor plan.
- D. A preliminary site plan locating the proposed residence, driveway, septic field, pool and any other improvement on the topographic site survey, with proposed grades indicated.
- E. An indication of the exterior materials and colors to be used to construct the proposed residence.

3) **Final Approval.** Two sets of plans and specifications shall be submitted to the Committee for final review and approval including the following:

- A. A topographic survey and dimensioned plot plan of the Lot, showing existing and proposed grades, the location of all trees in excess of four (4) inches in diameter at eye level located in the vicinity of construction areas, an indication of all trees to be removed, the location of all proposed improvements on the Lot (including septic fields), the boundaries of the construction area on the Lot, and the proposed method of protecting trees, slopes and natural areas of the Lot which are to be preserved;
- B. construction and architectural plans, sufficient in detail to secure a building permit from the Township, including dimensioned floor plans and all elevations (front, both sides and rear) of the structure, prepared by an architect licensed in the State of Michigan;

- C. specifications setting forth the type, color and texture of all exterior materials to be used with actual brick, stain and shingle samples;
- D. a conceptual landscaping plan meeting the landscaping criteria specified in Article II, prepared by a qualified landscape architect or designer, specifying types and sizes of proposed plant materials to be used;
- E. any other data, drawings or specifications which the Committee deems necessary to fulfill its function.

**Section 3. Validity of Approval.** No approval of the Committee shall be deemed to have been obtained for any improvement which violates any restriction set forth in this Declaration unless a variance is specifically granted, in writing by the Committee, for that specific restriction. Approval by the Committee does not constitute a waiver of any provision of the Township's zoning or building ordinances and any variance required in regard to such improvement under the Township's jurisdiction is the responsibility of the Owner.

**Section 4. Approval and Disapproval.** The Committee may disapprove plans for any improvement or alteration for non-compliance with any restriction contained in this Declaration, or because of dissatisfaction with the grading and drainage plans, the location of any improvement on the Lot, the proposed materials, the proposed color scheme, the proposed finish, design, proportion, shape, height, style or appropriateness of the proposed improvement or alteration, or because of any matter, which, in the judgment and discretion of the Committee, would cause the proposed improvement or alteration to be inconsistent with the objectives of the Committee or with improvements erected or to be erected on other Lots, including purely aesthetic considerations. No material change may be made in any approved plan or specification, including without limitation, any approved exterior material, stain, color, or roof material, or in the approved landscaping plan, without the prior written consent of the Committee. One complete set of the approved plans and specifications in regard to each Lot, including any and all approved amendments thereto, shall be kept and retained by the Committee for its permanent file in connection with each Lot.

**Section 5. Failure to Act.** In the event the Architectural Review Committee shall have failed to respond within thirty (30) days after the full, proper and complete submission of materials required for approval evidenced by acknowledgement for delivery of such materials, that particular stage of approval shall be deemed to have been granted, with all other restrictions, limitations and conditions set forth in this Declaration remaining in full force and effect as to such plans and specifications.

## **ARTICLE II**

### **Use Restrictions**

**Section 1. Permitted Use.** Each Lot shall be used only 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 single family residential dwelling with an attached garage for the sole use of the Owner/Occupant of the Lot upon which such residence shall have been erected, together with such other related improvements as the Committee shall have approved. Detached carriage houses may be permitted by the Committee in specific circumstances, but are not to be used for dwellings.

**Section 2. Preservation of Slopes and Natural Features.** It is the intent of the Architectural Review Committee to ensure preservation of the natural features of each lot to the greatest extent possible. Consequently, a great deal of importance will be placed during the approval process on ensuring that the natural site characteristics of each particular homesite are well integrated into the architectural and site plan design for that site. Every effort shall be made to preserve the natural topography, slopes, hillsides, woods, groves of trees, ravines, and all other desirable natural features through skillful and appropriate design, placement and construction of the residences and related improvements. Additionally, Lots 109 through 119, inclusive, which are adjacent to Bridge Valley Nature Reserve Parks No. 3, No. 4 and No. 5, are located within the Secondary Protection Zone for the nature reserve and may also contain portions of the Primary Buffer Zone or Conservation Easement within the lot boundary. These lots are subject to certain additional restrictions related to protection of the nature reserve as specified in Article III.

**Section 3. Exterior Architecture.** Bridge Valley is intended to be primarily a classical or traditional community in terms of the exterior architecture of the residences. For this reason, contemporary or modern architectural exterior designs will not be permitted. The Developer shall determine in its sole judgement whether a proposed architectural design for a residence can be accommodated within the design goals for the community. Each owner shall obtain approval from the Developer for the specific architectural style of their residence during the Conceptual Approval stage of the Architectural Approval Procedure as described in Article 1, Section 2 of these Covenants and Restrictions.

**Section 4. Trees.** No large trees (i.e. trees measuring four (4) inches or more in diameter at eye level) may be removed without the written approval of the Committee. Prior to commencement of construction, each lot owner shall submit to the Committee 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 his or her Lot, except those for which approval has been obtained for removal, which responsibility includes welling trees, installation of temporary protective fencing during construction, or any other means necessary to assure their health and survival.

**Section 5. Floor Area.** The minimum livable floor area of each residence shall be two thousand eight hundred (2,800) square feet. The maximum livable floor area of each residence shall be ten thousand (10,000) square feet. As used herein, the term "livable floor

area" shall not be deemed to include basements or unfinished attics, or garages, patios, decks, open porches, terraces, or like areas, even if attached to the dwelling, but such term shall be deemed to include enclosed porches if the roof of the porch is an integral part of the roof line of the dwelling. Each dwelling shall have a basement.

**Section 6. Residence Width.** The minimum width of a residence, including attached garage, shall be sixty eight (68) feet; provided, if grade, soil or other physical conditions pertaining to the lot render such width impractical or undesirable in the Committee's judgment, the Committee may (but is not obligated to) permit the construction of a residence having a width of less than sixty-eight (68) feet. The maximum width of a residence, including attached garage, shall be one hundred and sixty five (165) feet, but all residence widths in excess of 100 feet shall be allowed only upon determination that the configuration, topography and natural features of the lot are appropriate for the residence width proposed.

**Section 7. Garages.** Each residence shall include an attached garage with side or rear entry doors sufficient to accommodate not less than two (2) nor more than four (4) cars side by side. Space for additional vehicles, if permitted by the Committee, may be created by extending the depth of the garage but not the width. Front entry garages shall not be permitted. Garage doors shall be located on the opposite side of the normal approach direction for the residence, topography permitting, and shall be screened by landscaping so as not to be directly visible from the street. Garage doors may be constructed of flush wood, panelled wood or panelled metal, but flush metal doors shall not be allowed.

**Section 8. Similar Elevation.** No substantially similar front elevation of a residence in style and/or color shall be duplicated on any Lot. Different colors and building material patterns shall be used for residences on nearby Lots to avoid the appearance of repetition.

**Section 9. Exterior Materials.** The majority of the visible exterior walls of each residence and appurtenant structures shall be constructed of brick and/or natural stone. No aluminum or vinyl siding or exposed metal windows may be used. Wood siding must be comprised of individual boards and not of sheets such as Texture 1-11. No exterior metal doors may be used within the front elevation of any dwelling. Cementitious stucco types of materials such as "Dryvit" may be permitted if used in a traditional manner, but may not extend to the ground and may not comprise the majority of any wall elevation. No used material, except reclaimed brick, may be used in the construction of any visible exterior wall. The use of exposed cement block, slag, cinder block, imitation brick or stone, or asphalt shingle on any visible exterior wall is expressly prohibited.

**Section 10. Exterior Colors.** Exterior colors are to be natural and harmonious in keeping with the traditional design goals for the community: white and offwhite colors are not permitted as the dominant color of a residence. After initial construction of a residence, proposed exterior color changes shall be submitted to and approved by the Committee.

**Section 11. Driveways.** All driveways and driveway approaches shall be paved with an asphalt surface, brick pavers or other approved paving materials other than conventional concrete, which is specifically prohibited. The base paving course of driveways shall be completed prior to occupancy of the residence except to the extent delayed by adverse weather conditions, in which event, such paving shall be completed within thirty (30) days after the termination of such adverse weather conditions.

**Section 12. Chimneys.** All chimneys (whether intended for live fires or furnaces) shall have flues lined through the entire height with standard clay lining or other fire resistant material which shall be enclosed with natural brick or stone on a concrete foundation. No prefabricated chimneys shall be installed or maintained for any purpose, including, without limitation, any fireplace, furnace, heater or stove. Chimneys shall have a minimum width of 3 feet 4 inches at any point.

**Section 13. Landscaping.** Each Lot must be landscaped in substantial accordance with the approved landscaping plan for such Lot within ninety (90) days after initial occupancy of the dwelling, weather conditions permitting, or within ninety (90) days after the end of such adverse weather conditions. After landscaping has been installed, the Owner shall maintain such landscaping in good condition, consistent with the approved landscaping plan.

**Section 14. Planting Material Sizes.** Planting materials used for landscaping are to be of high quality and substantial size to provide a pleasing appearance immediately upon installation. Each front yard area, if not wooded, is to contain at least two evergreen trees of minimum 15-foot height and three deciduous trees of minimum 15-foot height. Additional evergreen trees should be a minimum of eight (8) feet in height and additional deciduous trees should have a minimum caliper of three (3) inches. Shrubs and ornamental plantings are to be as large as possible.

**Section 15. Lawn Areas.** All areas of a residential homesite not landscaped with plant materials or maintained as natural areas shall be established and attractively maintained as lawn areas by sodding or hydroseeding. Lawn or landscaped areas shall be extended and maintained to the edge of the road pavement along all lot boundaries.

**Section 16. Landscape Materials.** Retaining walls, if constructed, shall consist of natural stone and not wood or masonry materials. Mulching materials shall consist of dark shredded bark, bark chips or sphagnum peat; wood chips or stone mulch shall not be used.

**Section 17. Sprinklers.** An underground sprinkler system shall be installed to service the lawn areas of each homesite. Sprinkler systems may not use existing ponds as a water source.

**Section 18. Walls and Fences.** No fence or wall of any type shall be permitted for the



purpose of enclosing any Lot. Anodized black or bronze aluminum picket fencing, four (4) feet in height, (but not chain link fencing) may be used on a Lot for the purpose of enclosing a permitted swimming pool, in locations approved by the Committee.

**Section 19. Basketball Backboards.** The type, style and location of basketball backboards shall be approved by the Committee prior to installation. Backboards shall be made of clear lucite without graphics, located as unobtrusively as possible rearward of the front elevation of the residence and screened from view from the roadway or adjacent lots.

**Section 20. Lampposts.** Each Homeowner shall install and maintain a lamp and lamppost at the front lot line near the driveway of a design and lamp type specified by the Committee, in order to provide a degree of ambient lighting along the roadways of the community. Lamps are to be controlled by an automatic photocell switch and kept in good working condition.

**Section 21. Mailboxes.** Each Homeowner shall install a mailbox of a design, material, color and construction specified or approved by the Committee to insure a pleasing, consistent appearance throughout the community.

**Section 22. Swimming Pools.** All swimming pools shall be in-ground only in rear yard locations approved by the Committee. Pools shall not be located in side yards. Fences enclosing swimming pools shall be of black or bronze anodized aluminum picket material, 4 feet in height. Mechanical equipment shall be concealed from view.

**Section 23. Air Conditioners.** No external air conditioning unit shall be placed in or attached to a window or wall of any residence or appurtenant structure. No compressor or other component of a central air conditioning system (or similar system, such as a heat pump) shall be visible from any adjacent street, and, to the extent reasonably possible, all such external equipment shall be so located on any Lot so as to minimize the negative impact thereof on any adjoining Lot, in terms of noise and appearance.

**Section 24. Septic Drainfields.** Every attempt shall be made to locate septic drainfields in such a manner as to minimize the need for tree removal and disruption of the natural features of a homesite. Septic drainfield locations shall be marked in the field for inspection and approval by the Committee prior to construction of the residence.

**Section 25. Alteration of Lot.** No Lot may be divided or reduced in size except by the taking of part thereof by a public agency for a public purpose. Whole Lots may be combined for use as a single residential building site.

**Section 26. Timely Completion.** The exterior of all residences and other structures must be completed as soon as practical after construction commences, and in any event within twelve (12) months after commencement of construction.

**Section 27. Animals.** Not more than two (2) domesticated animals, of a type commonly deemed to be household pets, may be kept on a Lot (but not kept or bred for commercial purposes), as long as each such pet shall have such care and restraint as not to be objectionable or offensive to others due to noise, odor or unsanitary conditions. Any such pet shall be kept on a leash while outdoors or restrained by an invisible buried electric fence, and shall not be allowed to run loose or unattended. No dog run, kennel or pen shall be erected, placed or permitted to remain on any Lot. No animals other than common household pets may be maintained on any Lot.

**Section 28. Temporary or Accessory Structures.** No structure of a temporary character, trailer, detached garage, barn, storage shed, tent, tree house or outbuilding may be placed, used or occupied on any Lot, either temporarily or permanently, except that tents for entertainment purposes may be erected for periods not to exceed forty-eight (48) hours. Permanent swimming pool bathhouses and detached carriage houses which are architecturally compatible with the primary residence may be permitted provided that plans for such have been approved by the Committee and the Township.

**Section 29. Storage of Vehicles.** No house trailer, commercial vehicle, truck, boat, boat trailer, camper, recreational vehicle or camping, horse or other utility trailer or vehicle (except passenger cars and passenger vans used on a daily basis) may be parked or stored on any Lot unless stored fully enclosed within a garage or carriage house otherwise constructed in accordance with this Declaration, except that commercial trucks and vehicles may be parked upon a Lot for short periods while making deliveries or providing service in the normal course of business.

**Section 30. Antennas.** No exterior radio, television or other communications antenna of any type exceeding 24 inches in diameter or height may be erected, placed, maintained or permitted to remain on any Lot. The location of any permitted antenna up to 24 inches in height or diameter shall be approved by the Committee before installation.

**Section 31. Lawn Ornaments.** No lawn ornaments, sculptures or statues shall be placed or permitted to remain on any Lot without the prior written permission of the Association.

**Section 32. Outdoor Playsets.** Outdoor playground equipment shall be primarily of wood construction and shall be located in the rear yard areas of residences so as not to be visible from roadway areas. Outdoor playsets shall not be located in sideyard areas.

**Section 33. Unsightly Conditions.** No Lot shall be used as a dumping ground for rubbish, trash, garbage or other waste, and such material shall not be kept or stored on any Lot except in appropriately sealed sanitary containers properly concealed from public view. Garbage containers shall not be left at the roadside of any Lot for more than twenty-four (24) hours during any one week. Any debris resulting from the destruction in whole or in part of any dwelling,

structure or improvement on any Lot shall be removed by the Owner thereof immediately. Each Owner shall prevent his or her Lot, and any dwelling, structure or other improvement thereon from becoming unsightly or unkempt, or from falling into a state of disrepair. Each owner shall remove dead plant materials or tree limbs as necessary. Declarant and the Association and their agents reserve the right to enter upon any Lot for the purpose of trash or debris removal, or mowing, clearing, or cutting dead plant materials or unsightly growth, which in the opinion of the Declarant or the Association detracts from the overall beauty, setting and safety of the Subdivision, and the cost for such work may be levied against the Owner of the Lot. Such entrance for the purpose of removal, mowing, clearing or cutting shall not be deemed a trespass.

The provisions of this paragraph shall not be construed as imposing any duty or obligation on the part of Declarant or the Association to remove debris or mow, clear, or cut on any lot or to provide garbage or trash removal services.

**Section 34. Easements.** Easements for the construction, installation and maintenance of public utilities, for surface and road drainage facilities and for storm sewer and stormwater detention facilities are reserved as shown on the recorded Plat of the Subdivision. Landscaping and plantings shall be allowed within the easements to the extent that they do not interfere with reasonable and necessary access for the installation and maintenance of the utilities and facilities located within such easements. No structure shall be constructed on any easement nor shall any grading be done to restrict water flow in any drainage easements. Driveways shall not be considered structures for purposes of this restriction. Easements include the right to cut trees or shrubs, to excavate or grade the soil or to take other similar action reasonably necessary to maintain the utility or facility located within the easement, subject to reasonable restoration of the area as nearly as practicable to its original condition by the Subdivision Association, public utility or other agency causing the maintenance work to be performed.

**Section 35. Underground Utilities.** All public utilities such as water mains, sanitary sewers, storm sewers, and electric, natural gas, cable television and telephone local subdivision distribution lines, and all connections to such facilities, either private or otherwise, shall be installed underground; provided, however, the above ground transformers, pedestals, and other above ground electric, cable television, natural gas or telephone equipment deemed necessary by the supplier of any such utility service in connection with underground distribution systems shall be permitted. Each Owner shall be responsible for the installation, maintenance, repair and replacement of electrical, natural gas, telephone and cable television service conductors and facilities on such Owner's Lot, extending from the adjacent street right-of-way, or utility easement on such Lot, to the residence.

**Section 36. Sight Lines.** No landscaping, boulders or berms which obstruct sight lines at elevations between two feet (2') and six feet (6') above the roadways shall be placed or permitted to remain in the vicinity of a street intersection within the triangular area formed by the road centerlines and a line connecting them at points forty feet (40') from the intersection of the road centerlines.

**Section 37. Sales Offices.** Anything in this Declaration to the contrary notwithstanding, Declarant, and the successors and/or assigns of Declarant, and its or their agents, employees and sales representatives, may use and occupy any Lot or residence in the Subdivision for model or display purposes and/or as a sales office in regard to the sale of Lots or residences therein, including the use of a sales trailer, until all of the Lots have been sold.

**Section 38. Signs.** No commercial signs shall be erected or maintained on any Lot advertising a builder, supplier, contractor, landscaper, or other business except with the written permission of the Declarant. During the initial home construction period, a temporary sign may be posted containing the Owner's name and address provided that this sign conforms in size, color and content to the requirements of the Committee. One "For Sale" sign may be posted per Lot if the residence is available for purchase subject to any restrictions by the Committee in regard to location, size and color, provided that the sign is constructed in a professional manner and is located at least 15 feet behind the front lot line.

**Section 39. Prohibited Vehicles.** No snowmobiles, motorcycles, all-terrain or other vehicles designed primarily for off-road use shall be operated within the Subdivision. No vehicles of any type shall be used in the Nature Reserve Areas.

**Section 40. Offensive Activities.** No noxious or offensive activity, device or animal shall be maintained upon any Lot which causes annoyance, nuisance, embarrassment, danger or unpleasantness, or diminishes the enjoyment of the neighborhood for any resident in any manner.

**Section 41. Weapons.** No Owner shall use or discharge, or allow any member of his family, or guest or invitee, to use or discharge within the Subdivision, any B-B gun, firearm, pellet gun, sling shot, archery equipment or other weapon.

**Section 42. Rules and Regulations.** The Declarant or the Board of Directors of the Association may make reasonable Rules and Regulations from time to time consistent with this Declaration which reflect the needs and desires of the majority of the Owners. Copies of all such Rules and Regulations, including amendments thereto, shall be furnished to all Owners

**Section 43. Flood Freeboard Elevation.** A 100-year flood elevation for the stream draining Bridge Lake and flowing to Deer Lake has not been established by the Michigan Department of Environmental Quality. A flood freeboard line 12 feet above the stream elevation has been approved by the MDEQ as providing a reasonable degree of safety above expected flooding. This freeboard elevation affects certain areas of the plat for Bridge Valley VI Subdivision within Lots 114 through 117. No filling or occupation below the freeboard line shown on the plat or within adjacent or contiguous wetland areas shall take place without the prior written approval from the MDEQ. All residential buildings shall be constructed above and landward of the freeboard line and openings shall not be permitted into basements below the elevation of the freeboard line. Notwithstanding anything herein to the contrary, the term of the provisions in this Section shall be perpetual and may not be amended.

**Section 44. Wetlands, Drainage and Retention Areas.** Portions of Bridge Valley VI Subdivision may contain easements for wetlands, surface and subsurface drainage, and stormwater retention as shown on the plat, and may be under the jurisdiction of the Michigan Department of Environmental Quality, Springfield Township and other state and local governmental authorities. No disturbance, construction, filling or excavating within these areas may be performed without the approval of the Architectural Control Committee and the necessary permits from the governmental authorities having jurisdiction. The Association shall establish a regular and systematic program and/or plan to ensure the maintenance and perpetual preservation of all wetlands and watercourses on the property. The Association shall also establish such a program and/or plan to ensure that the physical condition and the intended function of the drainage, and detention facilities are perpetually preserved and maintained.

**Section 45. Water Supply and Sewage Disposal.** Lots in Bridge Valley have been determined to be acceptable for on-site sewage disposal and individual well water supply by the Oakland County Health Department. All dwellings are to be served by approved individual well water supplies. All wells shall be drilled by a well driller registered in the State of Michigan and permits must be obtained where applicable. All wells shall be drilled to penetrate a protective clay layer. In the absence of a suitable clay layer of at least 10 feet in thickness, wells shall be a minimum of 100 feet in depth. Permits for the construction of on-site sewage disposal systems must be obtained from the Oakland County Health Division prior to construction of a residence.

**Section 46. Construction by Licensed Builder.** Each residence in Bridge Valley shall be constructed by a builder currently licensed in the State of Michigan who shall act as the general contractor for all subtrades necessary to construct a completed residence. No owners may act as general contractors for construction of their residence unless they are currently licensed as a builder in the State of Michigan and construct residential homes as their normal profession.

### **ARTICLE III Nature Reserve Areas**

**Section 1. Description of Nature Reserve Areas.** All property designated as "Parks", either within the subdivision plat for Bridge Valley VI Subdivision as described in Exhibit A or within adjacent existing or future Bridge Valley plats as described in Exhibit B, are referred to herein as the Nature Reserve Areas. These areas have been established for the preservation of vegetation, topography, wildlife, steep slopes, wetlands, ponds or other natural features and serve as parks, buffer areas and/or nature reserves. It is the intent of these Covenants and Restrictions to preserve these areas in their natural state to the greatest degree possible which will enhance the ability of these areas to be enjoyed by the Owners, their families and their guests.

**Section 2. Owners' Rights and Easements of Enjoyment.** Subject to the provisions

of Section 3 of this Article following, every Owner, their immediate family and their guests shall have a right and easement of enjoyment in and to the Nature Reserve Areas, and such easement shall be appurtenant to and shall pass with the title to any Lot whether or not specifically set forth in the deed or other conveyance to such Lot. In no event may this right and easement be transferred separate from beneficial ownership of a lot, or otherwise be severed from the beneficial ownership of a lot. This right and easement shall be nonexclusive, and the use and enjoyment thereof shall be shared with lot owners in other subdivisions developed by Declarant (or an entity in which Declarant is a principal) upon all or portions of the land described in Exhibit B in the vicinity of the Nature Reserve Areas. All persons using the Nature Reserve Areas shall do so at their own risk, and all parents of children too young to understand the dangers or risks of using the Nature Reserve Areas shall restrain their children from unsupervised use or entry.

**Section 3. Restrictions on Use.** The use and enjoyment of the Nature Reserve Areas shall be subject to such rules and regulations as Declarant and, subsequently, the Board of Directors of the Association, may promulgate from time to time. Declarant, on behalf of itself and any successor, specifically reserves the right to regulate the times at which access is available to the Nature Reserve Areas, the nature of uses made and the number of guests which any lot owner may bring to the Nature Reserve Areas. Activities which are expressly prohibited in the Nature Reserve Areas include the use of motorized vehicles, hunting of any type, removal of any type of vegetation including wildflowers and seedlings, and removal of rocks, boulders or soil.

**Section 4. Primary Buffer Zone.** The entire upland areas of Bridge Valley Nature Reserve Parks No. 4 and No. 5 and any portions of Lots 109 through 119, inclusive, which may be within 50 feet of a wetland shall be designated as the Primary Buffer Zone for the wetland ecosystems contained within Bridge Valley Nature Reserve Parks Nos. 1, 2, 3, 4 and 5. The Primary Buffer Zone is established to protect the wetland ecosystems from effects of development activity near the edges of the wetland.

All areas within the Primary Buffer Zone shall remain undisturbed and in their natural state in regard to vegetation, topography and drainage patterns. Trees, shrubs, undergrowth, native grasses and all other natural vegetation shall be preserved in its natural condition. Lawns and planted landscaped areas shall not be installed or maintained within Primary Buffer Zones. Excavation, filling or grading of any type, storage of materials, equipment or machinery, construction of any structure, installation of any utility or drain within the Primary Buffer Zone is specifically prohibited. No fertilizers or chemicals shall be used within the Primary Buffer Zone. Prior to the start of construction for a residence located near a Primary Buffer Zone, a filter fabric fence shall be installed at the edge of the Primary Buffer Zone to prevent any sedimentation or encroachment by construction activities. The intent of this Section is to prevent development activity of any type within the Primary Buffer Zone and to preserve a natural buffer area for the wetland. However, in no event shall the restrictions contained in this Section prevent limited recreational access improvements approved by the Township or carefully controlled improvements associated with initial site development and maintenance which may be required by

authorized government agencies.

**Section 5. Secondary Protection Zone.** Lots 109 through 119, inclusive, being adjacent to Bridge Valley Nature Reserve Parks Nos. 3, 4 and 5, are designated as being within the Secondary Protection Zone for the wetland ecosystems contained within these Bridge Valley Nature Reserve Areas. The Secondary Protection Zone is established to protect the wetland ecosystems from the more indirect effects of residential habitation in the general vicinity of the wetlands.

These lots shall install drinking water wells at a minimum depth of 75 feet to ensure that groundwater seepage into the wetlands is not affected by well installation. A minimum of 75 feet of separation shall be maintained between a septic drainfield and the boundary of the wetlands. The following plants shall not be planted within the Secondary Protection Zone because of their invasive nature and potential for disrupting the wetland ecosystems: Purple Loosestrife, Glossy Buckthorne, Spiny Buckthorne, Decadon (water willow), Red Osier Dogwood, Willow (all types) and White Poplar. Special attention will be given during the architectural approval process to ensure that the natural site characteristics and topography are preserved to the greatest extent possible in the architectural design and site plan for a residence within the Secondary Protection Zone. A filter fabric fence shall be installed prior to any construction activity between the construction area and the wetland as far as possible from the wetland but in any event no closer to the wetland than the boundary of the Primary Buffer Zone to prevent any sediment runoff from the construction area, and this fence shall be maintained until such time that final vegetation is established on the lot. Additionally, any portions of these lots located within 50 feet of the wetland boundary are subject to all restrictions contained in the Primary Buffer Zone as described in Section 4 preceding.

**Section 6. Title to Nature Reserve Areas.** Declarant hereby covenants that it shall convey title to the Nature Reserve Areas to the Association, free and clear of all liens and encumbrances, except (i) easements and rights-of-way of record, and (ii) such rights with regard to the grant of additional easements as are reserved to the Declarant and/or Association herein, including the granting of scenic and conservation easements (including restrictions) subject to the Members' rights and easements of enjoyment, not later than one (1) year from the date of the sale of the last lot in the subdivision.

**Section 7. Extent of Member's Rights.** The rights and easements of enjoyment of the Members in and to the Nature Reserve Areas are, and shall be, subject to the following:

(a) the right of the Association to suspend the voting and enjoyment rights of any Member for any period during which any assessment against such Member's Lot remains delinquent and unpaid, and for a period, not to exceed sixty (60) days, for any infraction by such Member of the published rules and regulations of the Association;

(b) the right of the Declarant and/or Association to grant easements affecting the

Nature Reserve Areas to government agencies, and others, for utilities, drainage, stormwater detention, or for scenic easements (including restrictions upon use), or for other private easements;

(c) the right of the Association to levy assessments upon the Lots, as set forth in Article VI hereof.

**Section 8. Maintenance Responsibility.** The Responsibility for maintenance and preservation of the Nature Reserve Areas shall be that of the Association, with necessary funds obtained through the levy of annual assessments as set forth in Article VI hereof. The Association may undertake wetland management, if necessary, to maintain or improve the quality of the wetland within the Nature Reserve Area by the removal of undesirable plant species or other appropriate management techniques. Wetland management shall be carried out under the guidance of an authorized wetland management expert with the approval of the Michigan Department of Environmental Quality. The Association shall maintain liability insurance with respect to the Nature Reserve Areas in such amounts as deemed to be appropriate by the Board of Directors, but in no event less than one million dollars (\$1,000,000) per occurrence. Declarant and its agents shall be named insureds under such liability insurance.

**Section 9. Additional Easements.** Declarant reserves the right to grant additional easements affecting the Nature Reserve Areas for utilities, drainage, stormwater detention, or to the Owners of lots in future phases of Bridge Valley on all or portions of the land described in Exhibit B, or for scenic or conservation easements (including restrictions), or for other private easements, without the consent of the Association or any Member, subject to the Members' rights and easements of enjoyment, and subject to Sections 222 through 229 of the Subdivision Control Act No. 288 of the Public Acts of 1967, as amended, relating to revision of plats.

**Section 10. Bridge Valley Conservation Easement.** A Conservation Easement has been granted to the Independence Land Conservancy over Bridge Valley Nature Reserve Parks No. 2, 3, 4 and 5 for the purpose of preserving the natural, scenic, open space, scientific, biological and ecological values of the property. Certain restrictions on activities or uses which are detrimental to the conservation values of the property have been created with this Easement, including restrictions against commercial activities, construction, cutting of vegetation, land surface alteration, dumping, billboards and use of off-road vehicles. Owners and their guests retain the right of pedestrian access and quiet enjoyment of the Bridge Valley Nature Reserve Parks with land ownership to be retained by the Association. A full description of the rights, restrictions, and obligations related to this Easement are contained in the document entitled "Bridge Valley Conservation Easement" recorded in Oakland County Records. In the event of any conflict between the provisions of the Conservation Easement and the provisions of this Declaration, the provisions of the Conservation Easement shall govern.

## ARTICLE IV



## **Construction Regulations**

**Section 1. Accountability.** Prior to the start of construction of a residence or other substantial improvement, each Owner shall provide his or her builder with a copy of the Declaration of Restrictions, and each owner shall be held responsible for having their builder adhere to these Construction Regulations and all other applicable provisions of this Declaration which are regulated by construction activities.

**Section 2. Construction Hours.** Construction hours are from 7:00 A.M. to 6:00 P.M. Monday through Friday and 8:00 A.M. to 4:00 P.M. on Saturday. No construction activities are permitted during the evening or on Sundays or legal holidays.

**Section 3. Cleanliness.** Throughout the course of construction, the job site shall be maintained in a clean and orderly manner. All trash and debris shall be promptly deposited in a dumpster located as unobtrusively on the site as possible. Burning of trash and debris is prohibited. The road surface in the vicinity of the job site shall be kept clean of mud, trash and debris at all times.

**Section 4. Lot Clearing.** Absolutely no clearing of trees or brush shall be done until Final Approval has been obtained in writing for the proposed structure or improvement from the Architectural Control Committee according to the provisions of Article 1 and a building permit has been issued by the Township. All trees marked for preservation on the site plan and landscaping plan must be protected with barriers to avoid compaction over the roots and physical damage. Trees to be removed shall be marked for field inspection and approval obtained from the Committee prior to removal. Logs, stumps and brush shall be immediately removed from the job site.

**Section 5. Construction Area.** All construction activity and disturbance, including access by construction vehicles and equipment, shall be confined to the boundaries of the construction area for the homesite under construction. Adjacent homesites may not be used for parking, storage or access. Prior to the start of construction on Lots 109 through 119, inclusive, a filter fabric fence shall be installed between the construction area and the wetland as close as possible to the construction area but in any event no closer to the wetland than the boundary of the Primary Buffer Zone. No construction activities of any type shall encroach beyond the filter fabric fence including grading, removal of vegetation, storage of materials, equipment or machinery, or utility installation of any type. The filter fabric fence shall be maintained in good condition until final vegetation is installed after completion of all construction.

**Section 6. Construction Parking.** All construction personnel shall park their vehicles on the residential site under construction or on the shoulder of the roadway in the immediate vicinity. Vehicles may not be parked on adjacent lots, in Parks or in any wooded areas to be preserved. Construction vehicles which are not required for the immediate work in progress may not be stored on the site. Construction vehicles may not be used for commercial

advertising purposes by builders or contractors by means of their parking or storage on the work site.

**Section 7. Excavation.** Dirt excavated for basements that is temporarily stored on the homesite during foundation construction shall not be placed over the roots of trees intended to be preserved in order to avoid soil compaction and root damage.

**Section 8. Construction Materials.** Storage of construction materials on the building site shall be done in a neat and orderly manner at a distance of at least thirty (30) feet from the road. Materials shall not be stored on the road, near the shoulder, or on adjacent sites (even if vacant).

**Section 9. Portable Toilet.** The builder shall provide a portable toilet at the job site located so as not to be visible from the road until such time as the plumbing of the residence is in working order.

**Section 10. Signs.** One (1) sign identifying the owner's personal name and address may be erected during the construction of a residence in accordance with a design as specified by the Architectural Control Committee in terms of size, location, color and content. Signs may not be used for advertising purposes by builders or contractors except upon written approval by the Declarant for those builders participating in the Bridge Valley Builder's Program.

**Section 11. Schedule.** Once started, construction shall be maintained on a continual basis with completion as soon as practical but, in any event, within twelve (12) months.

## **ARTICLE V**

### **Homeowners Association**

**Section 1. Membership.** Declarant intends to incorporate a Michigan nonprofit membership corporation to serve as the homeowners association for all phases of Bridge Valley Subdivision which have been or may be platted on the land described in Exhibits A and B (the "Homeowners Association" or "Association"). The ultimate members of the corporation shall be the owners of Lots which have been or may be platted on the land described in Exhibits A and B, although Declarant reserves the right to require that the owner(s) of a Lot also occupy the Lot in order to be a voting member of the Association. The Homeowners Association shall be subject to such provisions as may be established in the Bylaws or Articles of Incorporation of the Association, which Declarant reserves the right to prepare and modify until the Homeowners Association is turned over to the Lot Owners as described in Section 2 below.

**Section 2. Transfer of Control.** Declarant intends to incorporate the Homeowners Association within a reasonable time after the recording of this Declaration. Until such time as 80% of the total Lots in all phases of Bridge Valley Subdivision which have been or may be

platted upon the land described in Exhibit B have occupied dwellings on them, Declarant shall have the sole vote in the Association and the consequent right to appoint the Board of Directors of the Association. At such time as 80% of the total Lots in all phases of Bridge Valley Subdivision platted within the land described in Exhibit B have occupied dwellings on them, Declarant shall turn over control of the Homeowners Association to the Lot Owners qualifying for membership therein pursuant to the Articles of Incorporation for the Association. Declarant also may, at its discretion, turn over control of the Homeowners Association to the Lot Owners (which would include itself, to the extent Declarant owns lots) prior to 80% of the Lots in all phases of Bridge Valley having occupied dwellings on them, but has no obligation to do so.

**Section 3. Voting Rights.** All voting in Association affairs shall be on a one (1) vote per Lot basis, except that in the event that more than one Lot is used as a single residential site, voting shall be on a one (1) vote per residence basis, and shall be subject to such provisions as are established in the Association's Bylaws or Articles of Incorporation described above. Once the Homeowners Association has been incorporated as described in Section 2 above, the Association shall 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 for Lots owned by Declarant or by a builder prior to initial occupancy. In no event shall Declarant or such a builder be obligated to pay fees, dues or assessments to the Association, although to the extent that they are Lot Owners such parties shall have a right to vote in Association affairs. All such fees, dues or assessments shall be charged equally to each Lot in the Subdivision, and may be enforced through the lien provided for in Article VI or by any other lawful means of collecting debts. The fees, dues or assessments shall be in amounts reasonably sufficient to defray the foreseeable expenses of the Homeowners Association. The fees, dues or assessments may include reasonable reserves for anticipated expenses.

**Section 4. Future Phases of Bridge Valley Subdivision.** Declarant is the owner of the land described in Exhibit B adjacent to Bridge Valley, Bridge Valley II, Bridge Valley III, Bridge Valley IV, Bridge Valley V and Bridge Valley VI Subdivisions. Declarant intends to plat, but is not obligated to plat, all or portions of the adjacent land as similar single family residential subdivisions subject to Declarations of Covenants and Restrictions substantially similar to this Declaration. The owners of future lots within those subdivisions shall ultimately become members of a single Bridge Valley Homeowners Association which shall also include Bridge Valley, Bridge Valley II, Bridge Valley III, Bridge Valley IV, Bridge Valley V and Bridge Valley VI Subdivisions, with all rights, privileges and obligations attendant hereto. To this end, covenants and restrictions for future Bridge Valley Subdivisions shall contain provisions for the merger of the Homeowners Associations into a single entity. All members of this single Association shall have the right to use and the obligation to contribute for the maintenance of all Nature Reserve Areas and common improvements regardless of the phase in which their lot is located within Bridge Valley. Use of each specific Nature Reserve Area shall be subject to the specific covenants and restrictions contained in the Declaration recorded with the particular plat within which the Nature Reserve Area is located. Additionally, use of Bridge Valley Nature Reserve Parks located within the plats of Bridge Valley III, IV and VI Subdivisions is subject to

any additional use restrictions contained in the Conservation Easement granted to the Independence Land Conservancy.

## **ARTICLE VI**

### **Maintenance Assessments**

**Section 1. Personal Obligation for Assessments.** Each Owner of any Lot, by acceptance of a deed, land contract or other conveyance thereto, whether or not it shall be so expressed in any such deed, land contract or other conveyance, shall be deemed to have covenanted and agreed to pay to the Association, annual and special assessments and/or charges, established and to be collected as hereinafter provided. Such assessments, together with interest thereon, and the costs of collection thereof, including reasonable attorneys' fees, shall be a charge and continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest thereon, and the costs of collection thereof, including reasonable attorneys' fees, shall also be the personal obligation of each person who was an Owner of such Lot at the time the assessment became due and payable. The personal obligation of any Owner for any delinquent assessment shall pass to any successor in title of such Owner. In the event that more than one Lot is used as a single residential site, these obligations for assessments and charges shall apply as if to a single Lot.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the Subdivision and maintain the property values thereof, and, in particular, for (i) the operation, management, preservation and maintenance of the Nature Reserve Areas as described in Article III, including any improvements contained in these areas; (ii) the maintenance of improvements and landscaping within the right-of-way areas of the public or private streets within the Subdivision, including the streets themselves; (iii) the operation, preservation and maintenance of all wetlands and watercourses, storm water drainage, retention and detention facilities in the Subdivision including but not limited to dams, leaching basins and detention control structures; (iv) the maintenance of the gatehouse, landscaping and other improvements at the entrance to the Subdivision; (v) the payment of real estate taxes in regard to the Nature Reserve Areas; (vi) the payment of insurance expenses in regard to the Nature Reserve Areas and the Association; (vii) enforcing the provisions of this Declaration; (viii) providing community services; and (ix) the protection of the Owners.

**Section 3. Annual Assessments.** The basis of the annual assessments, and the maximum amounts thereof, shall be as follows:

(a) until January 1st of the year immediately following the conveyance of the first Lot to an Owner other than the Declarant, the maximum annual assessment shall be Three Hundred (\$300.00) Dollars per Lot;

(b) from and after January 1st of the year immediately following the conveyance of the first Lot to an Owner other than the Declarant, the maximum annual assessment may be increased by the Board to Four Hundred (\$400.00) Dollars per Lot, without a vote of the Owners;

(c) thereafter, the maximum annual assessment may be increased each year by the Board not more than ten percent (10%) above the maximum assessment for the prior year without a vote of the Owners (it being understood that the maximum annual assessment for any year may be increased by more than ten percent (10%) above the maximum assessment for the prior year upon the affirmative vote of two-thirds (2/3) of the Owners voting in person, or by proxy, at a meeting duly called for that purpose); and

(d) the Board may, after consideration of the current fiscal needs of the Association, fix the actual annual assessment for any year at an amount less than the maximum herein otherwise permitted.

**Section 4. Special Assessments.** In addition to the aforesaid annual assessments, the Association may levy against each Owner, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole, or in part, the cost of any construction, reconstruction, repair or replacement of any improvement upon the Nature Reserve Areas or right of way areas, provided that any such special assessment shall have the assent of two-thirds (2/3) of the Owners voting in person, or by proxy, at a meeting duly called for that purpose.

**Section 5. Uniform Rate of Assessments.** The annual assessments, and each special assessment, shall be set by the Board at a uniform rate for each Lot, and may be collected on an annual or other basis, as may be determined by the Board.

**Section 6. Notice of Quorum for Action.** Written notice of any meeting called for the purpose of taking any action authorized under either Section 3 or 4 of this Article shall be sent to all Owners not less than fifteen (15) days in advance of such meeting. At the first meeting so called, the presence at the meeting of Owners, or of proxies, entitle to cast sixty percent (60%) of all votes shall constitute a quorum. If the required quorum is not present at such meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum at the proceeding meeting provided that such subsequent meeting shall be held not less than sixty (60) days following the preceding meeting at which a quorum was not present.

**Section 7. Date of Commencement of Annual Assessments.** The annual assessments provided for herein shall commence as to all Lots on the first day of the month next following the conveyance of the first Lot to an Owner other than Declarant. The first annual assessment shall be made for (and adjusted on the basis of) the balance of the calendar year, and shall become due and payable as at the day fixed for commencement. The annual assessment for

any year, after the first year, shall become due and payable on the first day of January of such year.

**Section 8. Duties of Board of Directors.** Subject to the limitations set forth in Sections 3, 4 and 6 of this Article, the Board shall fix the amount of the annual assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots and the assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall, upon demand, and payment of a reasonable charge, furnish to any Owner liable for such assessment a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**Section 9. Effect of Non-Payment of Assessment.** Any assessment not paid within thirty days after the due date shall be deemed delinquent, and shall bear interest at the rate of ten percent (10%) per annum from the due date. The Association may bring an action at law against the Owner personally obligated to pay such assessment, or foreclose the lien against the Lot, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, or in connection with such foreclosure, and in the event a judgment is obtained, such judgment shall include interest on the assessment, as above provided, and a reasonable attorney's fee to be fixed by the court, together with the costs of the action. No Owner may waive or otherwise escape liability for any assessment by non-use of the Nature Reserve Areas or the abandonment of such Owner's Lot. Subject to the provisions of Section 10 of this Article, sale or transfer of any Lot shall not affect the lien for any assessment regarding such Lot.

**Section 10. Subordination of the Lien to Mortgages.** The lien of the assessment(s) provided for herein is and shall be subordinate to the lien(s) of any mortgage or mortgages now or hereafter placed upon any Lot subject to assessment hereunder; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to sale or transfer of such Lot pursuant to foreclosure of such mortgage(s), or prior to any other proceeding or conveyance in lieu of foreclosure. Such sale, transfer or conveyance shall not, however, relieve such Lot from liability for any assessment thereafter coming due, or from the lien of any such subsequent assessment.

## **ARTICLE VII**

### **Right of First Refusal in Favor of Declarant**

Until such time as an occupancy permit has been issued with respect to a residence on a Lot in the Subdivision, the Declarant shall have a right of first refusal to purchase a Lot on the same terms and conditions as the Lot owner is offering to any other prospective purchaser. Prior

to selling a Lot, the Lot owner shall provide the Declarant with written notice of the proposed sale, including all terms and conditions thereof. The Declarant shall have fifteen (15) days thereafter to notify the Lot owner in writing as to whether or not it intends to exercise its right of first refusal. If it fails or declines to exercise its right of first refusal, the Lot owner may proceed to sell the Lot on the same terms and conditions as were stated in the notice. Any change in the terms and conditions of a proposed sale shall require that the Lot owner give new notice to the Declarant of the proposed sale. In any event, any purchaser shall acquire the Lot subject to the Declarant's right of first refusal with respect to any future sale. If the Declarant indicates its intention to exercise its right of first refusal, the Lot owner shall promptly provide the Declarant with an appropriate title insurance commitment in the amount of the proposed purchase price for the Lot, confirming that the Lot owner can grant the Declarant good and marketable title. Closing shall occur within thirty (30) days of the date the Declarant and the Lot owner receive a satisfactory title commitment. The right of first refusal granted herein shall not apply to the sale of a Lot by a builder who has commenced construction of a residence on such Lot.

## **ARTICLE VIII**

### **General Provisions**

**Section 1. Enforcement.** The Association or any Owner shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity against any person violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against any Lot to enforce the lien created by these covenants upon such Lot; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Additionally, the Township of Springfield shall have the right to enforce the provisions of Article III, Sections 4 and 5 relating to the restrictions within the Primary Buffer Zone and Secondary Protection Zone of Bridge Valley Reserve Parks No. 2, 3, 4 and 5.

In the event that the Association shall at any time fail to preserve or maintain the Nature Reserve Areas or the stormwater drainage and detention facilities within the subdivision in reasonable order and condition, the Township may serve written notice upon the Association setting forth the deficiencies in operation, preservation and/or maintenance. The notice shall also set forth a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place of a hearing before the Township Board, or such other board, body or official delegated by the Township Board, for the purpose of allowing the Association to be heard as to why the Township should not proceed with the operation, preservation and/or maintenance which has not been undertaken. At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the Township Board, or the other board, body or official designated to conduct the hearing, shall determine that operation, preservation and/or maintenance have not been undertaken within the time specified in the notice, the Township shall thereupon have the power and authority, but not the obligation, to enter upon the property, or cause its agents or contractors to enter upon the

property, and perform such operation, preservation and/or maintenance as reasonably found by the Township to be appropriate. Notwithstanding the foregoing, in the event of an emergency situation, as determined by the Township, where there is no opportunity for prior notice or a hearing, then and in such event, the Township shall have the power and authority to enter onto the property and perform any needed emergency maintenance, repair and/or replacement without prior notice and without the referenced hearing. The cost and expense of making and financing such operation, preservation and/or maintenance, including the cost of notices by the Township and reasonable legal fees incurred by the Township, plus an administrative fee in the amount of 25% of the total of all costs and expenses incurred, shall be paid by the Association, and such an amount shall constitute a lien on an equal pro-rata basis as to all of the residential lots on the property. If such costs and expenses have not been paid within 30 days of a billing to the Association, all unpaid amounts may be placed on the delinquent tax roll of the Township, pro-rata, as to each lot, and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the Township, such costs and expenses may be collected by suit initiated against the Association, and, in such event the Association shall pay all court costs and reasonable attorney fees incurred by the Township in connection with such suit. The foregoing are in accordance with a certain Agreement for Maintenance of Stormwater Drainage Facilities dated MAY 22, 2000, by and between the Charter Township of Springfield and Bridge Valley Limited Partnership (on behalf of the Association), as recorded at the office of the Oakland County Register of Deeds.

**Section 2. Severability.** Invalidity of any one or more of these covenants or restrictions by judgment or court order shall in no way effect any other provision of this Declaration, and this Declaration shall otherwise continue and remain in full force and effect.

**Section 3. Notices.** Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who or which appears as Owner on the records of the Association at the time of such mailing.

**Section 4. Transfer of Rights and Powers.** Declarant hereby reserves the unequivocal right to assign to the Association, in whole or in part, from time to time, any or all of the rights, powers, titles, easements and estates reserved by, or given to, the Declarant hereunder, including, without limitation, any right or power to approve or disapprove any use, act or other matter. Any such transfer or assignment shall be made by appropriate written instrument, recorded at the Oakland County Register of Deeds, and such assignee shall thereupon have the same rights and powers, and be subject to the same obligations and duties as herein given and reserved to and assumed by Declarant in connection with the rights, powers and easements so assigned, and such instrument, when executed by such assignee, shall, without further act, release the Declarant from all obligation, duty and liability in connection therewith.

**Section 5. Amendment and Duration.** This Declaration, and the covenants and



restrictions herein contained, shall run with and bind the Lots and Nature Reserve Areas, and shall inure to the benefit of, and be enforceable by the Association, or any Owner, their respective legal representatives, heirs, successors and/or assigns, in perpetuity, unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots shall have been recorded, agreeing to change this Declaration, in whole or in part; provided, however, that no such agreement and instrument of change shall be effective unless written notice of the proposed agreement and instrument of change is sent to every Owner at least ninety (90) days in advance of any action taken; and, provided, further, that no such agreement and instrument of change concerning or affecting Article III, Sections 4 and 5 and Article VIII, Section 1 in any way shall be effective unless the prior consent of the Township shall have first been obtained. This Declaration may be amended during the primary term by a recorded agreement and instrument of change signed by not less than eighty percent (80%) of the Owners; provided, that until January 1, 2003, Declarant shall have 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 all or any particular Lot within the Subdivision not materially affecting the rights of the Owners, except that no such agreement and instrument of change by Owners or Declarant concerning or affecting Article III, Sections 4 and 5 and Article VIII, Section 1, in any way, shall be effective unless the prior consent of the Township shall have first been obtained. Any such modification, amendment, restatement, waiver or repeal, may be retroactive to the date of recordation of this Declaration.

**Section 6. Disclaimer.** The terms, conditions, restrictions and provisions of this Declaration are intended solely to enable Declarant or the Architectural Control Committee to exercise its discretion in order to achieve the purposes described in the recitals to this Declaration to the extent feasible. None of the terms, conditions, restrictions or other provisions of this Declaration shall be deemed to constitute a representation, covenant or obligation of Declarant, and Declarant shall have no liability or obligation hereunder.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the date first written above.

Signed in the presence of:

Terri Coons Norkala  
Terri Coons Norkala

Eric L. Mondrus  
ERIC L. MONDRUS

Signed by:

Bridge Valley Limited Partnership,  
a Michigan limited partnership

By Rathmor/Bridge Valley Corporation,  
Cert. No. 060-961  
a Michigan corporation, its General Partner

By:

A. Mathew Kiriluk, II  
A. Mathew Kiriluk, II, President

STATE OF MICHIGAN     )  
                                      ) ss.  
COUNTY OF OAKLAND    )

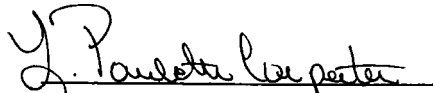
Personally came before me this 15 day of May, 2000, A. Mathew Kiriluk, II personally known to me to be President of Rathmor/Bridge Valley Corporation, a Michigan corporation, which is known to me to be the General Partner of Bridge Valley Limited Partnership, a Michigan limited partnership, and acknowledged that he executed the foregoing instrument as such partner as the free act and deed of said limited partnership.

Terri Coons Norkala  
Notary Public  
Oakland County, Michigan

My Commission Expires: Aug 7, 2004

**TERRI COONS NURKALA**  
Notary Public, Oakland County, MI  
My Commission Expires Aug 7, 2004

Signed in the presence of:

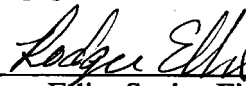
  
L. PAULETTE CARPENTER

  
JUDY L KNOCKEART

Signed by:

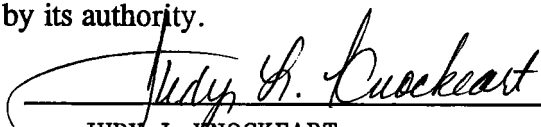
Greenstone Farm Credit Services, ACA, F/K/A  
Farm Credit Services, of East Central Michigan,  
ACA

(Mortgage Holder's Interest Only)

By:   
Rodger Ellis, Senior Financial Services Officer

STATE OF MICHIGAN     )  
                                      ) ss.  
COUNTY OF LAPEER     )

Personally came before me this 3RD day of MAY, 2000, Rodger Ellis, personally known to me to be Senior Financial Services Officer of Greenstone Farm Credit Services, ACA, F/K/A Farm Credit Services, of East Central Michigan, ACA, a federal chartered corporation, and known to me to be the Senior Financial Services Officer of said federal chartered corporation, and acknowledged that he executed the foregoing instrument as such officer as the free act and deed of said federal chartered corporation, by its authority.

  
JUDY L KNOCKEART  
Notary Public  
LAPEER County, Michigan  
My Commission Expires: JUNE 22, 2003

Signed in the presence of:

Signed by:

Mary L. Fields  
Mary L. Fields

Greenstone Farm Credit Services, ACA, F/K/A  
Farm Credit Services, of Michigan's Hartland, PCA

Jean M. Newman  
Jean M. Newman

By: Patrick W. Koester  
Patrick W. Koester, Senior Financial Services  
Officer

STATE OF MICHIGAN     )  
                                      ) ss.  
COUNTY OF INGHAM     )

Personally came before me this 5th day of May, 2000, Patrick W. Koester, personally known to me to be Senior Financial Services Officer of Greenstone Farm Credit Services, ACA, F/K/A Farm Credit Services, of Michigan's Hartland, PCA a federal chartered corporation, and known to me to be the Senior Financial Services Officer of said federal chartered corporation, and acknowledged that he executed the foregoing instrument as such officer as the free act and deed of said federal chartered corporation, by its authority.

Mary L. Fields  
Mary L. Fields

Notary Public

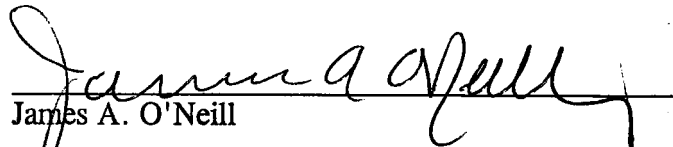
Isabella County, Michigan

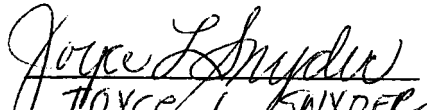
My Commission Expires: 5/28/00

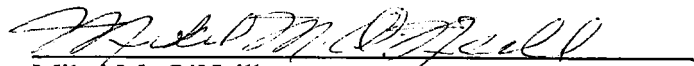
Signed in the presence of:

Signed by:

  
ERIC L. MONDRUSH

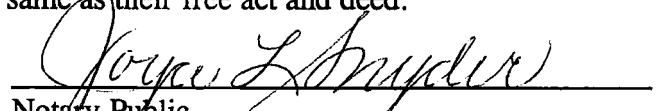
  
James A. O'Neill

  
JOYCE L. SNYDER

  
Mikel M. O'Neill

STATE OF MICHIGAN     )  
                                      ) ss.  
COUNTY OF OAKLAND    )

Personally came before me this 17<sup>th</sup> day of May, 2000, James A. O'Neill and Mikel M. O'Neill, His wife, known to me to be the persons who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

  
Notary Public  
Oakland County, Michigan  
My Commission Expires: 9-18-04

Drafted by and when  
recorded return to:

Manny Kniahynycky, P.E.  
Bridge Valley Limited Partnership  
Columbia Center  
201 West Big Beaver Road  
Suite 1200  
Troy, Michigan 48084

## **EXHIBIT A**

### **Legal Description Bridge Valley VI Subdivision**

A Subdivision of part of the SE 1/4 of Section 13 and part of the NE 1/4 of Section 24, T4N, R8E, Springfield Township, Oakland County, Michigan, described as beginning at a point on the Westerly line of "Bridge Valley III" as recorded in Liber 253 of Plats, pages 24 through 28, Oakland County Records, located S 87°30'08" W 1516.00 ft along the South line of Section 13 and N 48°00'00" W 127.24 ft along the West line of "Bridge Valley III" from the Southeast corner of Section 13, T4N, R8E; thence from said point of beginning N 48°00'00" W 40.66 ft; thence on a curve to the right (R=110.00 ft, Delta=83°08'01", LC=S 71°00'00" W 145.97 ft) an arc distance of 159.60 ft; thence S 22°34'00" W 109.50 ft to a point on the North line of "Supervisors Plat of Springfield Estates" as recorded in Liber 60 of Plats, Oakland County Records; thence S 89°02'07" W (Recorded as West) 167.54 ft along said North line of "Supervisors Plat of Springfield Estates" to the East corner of "Bridge Valley IV" as recorded in Liber 260 of Plats, Pages 18 through 21, Oakland County Records; thence the following 21 courses along the Easterly and Northerly lines of said "Bridge Valley IV"; N 73°04'50" W 243.82 ft and N 32°38'26" W 257.48 ft and N 14°14'23" E 206.61 ft and S 67°00'00" E 204.00 ft and S 09°43'01" E 46.00 ft and on a curve to the right (r=60.00 ft, Delta=81°56'39", LC=S 58°44'44" E 76.68 ft) an arc distance of 85.81 ft and on a curve to the left (R=42.00 ft, Delta=45°05'57", LC=S 40°19'24" E 32.21 ft) an arc distance of 33.06 ft and S 62°52'23" E 299.56 ft and on a curve to the left (R=50.00 ft, Delta=121°37'37", LC=N 56°18'49" E 87.30 ft) an arc distance of 106.14 ft and N 04°30'00" W 204.31 ft and on a curve to the left (R=660.00 ft, Delta=14°16'49", LC=N 11°38'25" W 164.07 ft) an arc distance of 164.50 ft and S 71°13'11" W 192.00 ft and N 30°29'09" W 134.83 ft and N 43°45'43" W 149.83 ft and N 47°15'01" E 200.00 ft and N 39°17'12" E 60.00 ft and on a curve to the right (r=1135.00 ft, Delta=04°09'48", LC=N 48°37'54" W 82.45 ft) an arc distance of 82.47 ft and N 51°39'31" E 181.25 ft and N 59°15'09" E 169.68 ft and N 71°23'34" E 159.97 ft and N 82°55'23" E 182.80 ft to the West line of "Bridge Valley III"; thence the following 9 courses along the Westerly line of "Bridge Valley III"; S 01°30'00" E 282.93 ft and S 52°00'00" E 249.00 ft and S 43°00'00" W 166.00 ft and N 76°30'00" W 141.00 ft and S 32°30'00" W 104.00 ft and S 07°30'00" E 305.00 ft and S 79°00'00" W 197.00 ft and S 02°00'00" E 168.43 ft to the point of beginning. Containing 14.97 acres. Containing 13 Lots, numbered 107 through 119, inclusive and 2 private parks.

## **EXHIBIT B**

### **Legal Description**

#### **Land Including and Adjacent to Bridge Valley, Bridge Valley II, Bridge Valley III, Bridge Valley IV, Bridge Valley V and Bridge Valley VI Subdivisions Subject to Future Development**

##### **INDEPENDENCE TOWNSHIP**

Part of the S 1/2 of Sec 18 and part of the N 1/2 of Sec 19, T4N, R9E, Independence Township, Oakland County, Michigan, described as beginning at the SE corner of Sec 13, T4N, R8E, Springfield Township, Th N 00°02'51" W 1952.33 ft along the W'ly line of Sec 18 and 19; Th N 29°12'50" E 67.41'; Th N 00°02'51" W 592.19 ft to the centerline of Holcomb Road; Th S 60°42'40" E 1070.00 ft along the centerline of Holcomb Road; Th S 29°17'20" W 340.00 ft; Th S 60°42'40" E 400.00 ft; Th S 07°00'00" E 351.71 ft; Th on a curve to the right (R = 360.00 ft, Delta = 38°53'11", LC = S 40°56'35" E 239.67 ft) an arc distance of 244.33 ft; Th S 30°30'00" E 80.00 ft; Th N 78°45'00" E 332.00 ft; Th N 63°20'00" E 155.00 ft; Th N 56°15'00" E 180.00 ft; Th N 29°29'00" E 200.00 ft to the centerline of Holcomb Road; Th S 60°31'00" E 173.45 ft along the centerline of Holcomb Road and the SW'ly line of "Clarkston Hills Estates", recorded in Liber 112, Pp 3 & 4, Oakland County Records, to the SE corner thereof and a point located S 00°15'40" E 1569.17 ft from the center of Sec 18; Th S 61°08'28" E 592.34 ft continuing along the centerline of Holcomb Road; Th S 28°51'32" W 217.80 ft; Th S 61°08'28" E 200.00 ft; Th N 28°51'32" E 217.80 ft to the centerline of Holcomb Road; Th S 61°08'28" E 45.29 ft along the centerline of Holcomb Road to its point of intersection with the limited access ROW line of I-75 Highway; Th the following 7 courses along said ROW line: S 28°51'32" W 100 ft, and S 61°08'28" E 279.28 ft, and S 60°16'03" E 267.82 ft, and along a curve to the right (R = 2764.79 ft, Delta = 06°25'00", LC = S 57°19'48" E 309.47 ft) an arc distance of 309.63 ft, and along a curve to the left (R = 3922.72 ft, Delta = 18°39'49", LC = S 70°07'59" W 1272.15 ft) an arc distance of 1277.79 ft, and S 60°50'02" W 2487.25 ft and along a curve to the right (R = 3716.72 ft, Delta = 05°49'05", LC = S 63°44'35" W 377.25 ft) an arc distance of 377.41 ft to the west line of Sec 19, T4N, R9E; Th N 00°17'06" E 1399.43 ft along the west line of Sec 19 to the point of beginning. Containing 151.306 acres.

##### **SPRINGFIELD TOWNSHIP**

Part of the SE 1/4 of Sec 13, and part of the NE 1/4 of Sec 24, T4N, R8E, Springfield Township, Oakland County, Michigan, described as beginning at the SE corner of said Sec 13, T4N, R8E; Th S 85°57'20" W 1114.85 ft; Th S 00°18'51" W 285 ft +/- to the centerline of a stream; Th W'ly 240 ft +/- along the centerline of a stream to the east line of Lot 11, "Supervisor's Plat of

Springfield Estates", recorded in Liber 60, p. 35, Oakland County Records; Th continuing along the centerline of a stream W'ly 400 ft +/- to the east line of Lot 21, "Springfield Estates No. 1", recorded in Liber 117, p. 17, Oakland County Records; Th N'ly 40 ft +/- to the NE corner thereof; Th W'ly 162.57 ft along the north line thereof to the NW'ly lot corner; Th NE'ly 118.48 ft along the W'ly line of Lot 8, "Supervisor's Plat of Springfield Estates" to the NW'ly corner thereof; Th S 89°02'07" W (prev. recorded as West) 858.7 ft +/- along the north line of "Supervisor's Plat of Springfield Estates" to the S 1/4 corner of Section 13; Th N 00°34'33" E 2658.80 ft to the center of said Section 13; Th N 88°29'43" E 1679.44 ft along the E & W 1/4 line; Th S 01°22'32" E 929.66 ft; Th N 88°29'43" E 795.00 ft; Th N 29°12'50" E 314.94 ft to the East line of Section 13; Th S 00°02'51" E 1952.32 ft along the east line of Sec 13 to the point of beginning. Containing 144.9 +/- acres and including parts of Lots 8 through 11, "Supervisor's Plat of Springfield Estates".