

THE WOODLANDS NORTH SUBDIVISION

FIRST AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This First Amendment of Declaration of Covenants, Conditions and Restrictions is made this ____ day of _____, 2002, by **PULTE LAND COMPANY, LLC**, a Michigan limited liability company, whose address is 26622 Woodward Avenue, Suite 110, Royal Oak, Michigan 48067 (hereinafter sometimes referred to as "Developer").

RECITALS:

A. Developer is the owner of certain real property located in Northville Township, County of Wayne, State of Michigan, which is described on Exhibit A attached hereto and made a part hereof.

B. Developer is developing said property as a planned open space single family residential subdivision in phases, pursuant to one or more subdivision plats recorded by Developer. The phases are intended to be part of an overall subdivision known as The Woodlands North. The property is currently subject to a Declaration of Covenants, Conditions and Restrictions as recorded in Liber _____, Page _____, Wayne County Records (the "Declaration").

C. Developer desires to: promote the proper use and appropriate development and improvement of the above-referenced property; protect the owners of the property against improper use of surrounding lots as may depreciate the value of the property; guard against the construction of buildings with improper or unsuitable materials; promote adequate and reasonable development of said property; encourage the construction of attractive improvements thereon and establish appropriate locations thereof to secure and maintain proper setbacks from the streets and adequate free spaces between structures; promote high standards of maintenance and operation of community facilities, open areas and services for the benefit and convenience of all owners of the property and all residents; and, in general, provide for a residential subdivision of the highest quality and character. In connection therewith, Developer desires to amend and modify certain terms and provisions of the Declaration, as set forth herein.

NOW, THEREFORE, Developer hereby declares that the real property described on Exhibit A attached hereto is, and any lots and/or parts of lots into which said property may be divided is, and shall be, held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations and grants set forth in the Declarations, as amended hereby, together with such other conditions, covenants, restrictions, reservations and grants which are hereafter recorded with respect to said property; all of which conditions, covenants, restrictions, reservations and grants are for the benefit of and shall run with and bind

the property and 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.

1. **Annual Assessments.** Article IV, Subsection D of the Declaration is hereby deleted in its entirety and replaced with the following:

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

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

(ii) For the first year in which the Association is formed, the annual assessment shall be Two Hundred (\$200.00) Dollars per Lot. The Board may, at its discretion, raise the annual assessment to Three Hundred (\$300.00) Dollars per lot after said first year. Within thirty (30) days following the beginning of each fiscal year of the Association thereafter, the Board of Directors shall send a written notice of assessment to each Owner stating the amount of the assessment established by the Board of Directors for the ensuing year. Any annual assessment may not be increased by an amount in excess of twenty-five (25%) percent of the annual assessment for the preceding year without the affirmative vote of sixty (60%) percent of the Members, cast in person or by proxy at a meeting of the Members called for such purpose. The quorum requirements for such meeting shall be the same as those specified in Subsection G, below.

(iii) Any Owner who acquires a Lot from Developer or from a person or entity exempt from the payment of assessments shall pay to the Association, on the date said Lot is conveyed to the Owner, an amount equal to the prorated balance of any annual assessment and special assessment, if any, established for the then current assessment period, based upon the number of days remaining in the then current assessment period from the date of conveyance. For each fiscal year thereafter, such Owner shall be liable for any and all assessments levied in accordance with this Article IV.

(iv) The fiscal year of the Association shall be established in the manner set forth in the Association's By-Laws.

(v) The Board of Directors, at its discretion, may establish an installment program for the payment of any regular, special or deficit assessment and may charge interest in connection therewith.

2. **Notice and Quorum.** Article IV, Subsection G of the Declaration is hereby deleted in its entirety and replaced with the following:

G. Notice and Quorum. Written notice of any membership meeting called for any purpose hereunder shall be sent by first class mail to all members at least thirty (30) days in advance of such meeting, and shall set forth the purposes thereof. At the first meeting of the Association, the presence of the Developer and any Members (or proxies) entitled to cast a vote shall constitute a quorum. Thereafter, the presence of Members or of proxies entitled to cast thirty-five (35%) percent of all votes of the members shall constitute a quorum. In the event the required quorum is not present at any meeting, it may be adjourned and another meeting called upon fifteen (15) days notice, and the required quorum at such subsequent meeting shall be fifty (50%) of the quorum required for the prior meeting.

3. **Building, Use and Other Restrictions.** Article V of the Declaration is hereby deleted in its entirety and replaced with the following:

ARTICLE V
GENERAL RESTRICTIONS

Section 5.01 **Land and Building Use Restrictions.** All Lots shall be used for private residential purposes only and no building, except as specifically authorized elsewhere in this Declaration, shall be erected, re-erected, placed or maintained or permitted to remain thereon, except one (1) single family private dwelling or model home not to exceed two (2) stories in height and an attached private garage containing no less than two (2) nor more than three (3) parking spaces for the sole use of the Owner or occupants of the dwelling. At least sixty (60%) percent of the dwellings within the Subdivision shall have side entry garages. No other accessory building or structure including, but not limited to carports, may be erected in the Subdivision without the prior written consent of Developer.

Section 5.02 **Dwelling Quality and Size.** It is the intention and purpose of this Declaration to insure that all dwellings in the Subdivision shall be of quality design, workmanship and materials approved by Developer. All dwellings shall be constructed in accordance with the applicable governmental building codes, ordinances and/or regulations and with such further standards as may be required by this Declaration or by Developer, its successors and/or assigns. The minimum square footage of floor area of a dwelling, exclusive of basements, unfinished attics, attached garages, steps, opened and/or closed porches, breezeways and similar facilities, shall be not less than two thousand five hundred (2,500) square feet. Notwithstanding the foregoing, Developer or the Architectural Control Committee referred to in Section 8.03 below, as the case may be, shall be entitled to grant exceptions to the above-referenced minimum square footage restrictions to the Owner of a Lot who applies for such exception; provided said Owner demonstrates to the satisfaction of Developer or the Architectural Control Committee, as the case may be, that a reduction in the square footage requirement as to said 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 Owner on such Lot. Any such exception granted to an 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.

Section 5.03 **Building Location.** All buildings and structures shall be located on each Lot in accordance with the requirements set forth in the Open Space Community Development Agreement and the final preliminary plat for the Subdivision attached thereto as an exhibit.

Section 5.04 **Driveways.** Access driveways and other paved areas for vehicular use on a Lot shall have a base of compacted sand, gravel, crushed stone or other approved base material and shall have

a wearing surface of concrete or the equivalent thereof. Plans for driveways, pavement edging or markers must be approved by Developer in writing prior to commencing any construction in accordance with such plans.

Section 5.05 Natural Drainage Ways. Where there exists on any Lot(s) a condition of accumulation of storm water remaining over an extended period of time, the Owner may, with the written approval of Developer and the Township, take such steps as shall be necessary to remedy such condition, subject to the provisions of Section 5.26 below and provided that no obstructions or diversions of existing storm drain swales and channels, over and through which storm water naturally flows upon or across any Lot, shall be made by an Owner in such manner as to cause damage to other property.

Section 5.06 Building Materials. Exterior building materials may be stone, brick, wood, siding or any other material blending with the architecture and natural landscape which is approved by Developer.

Section 5.07 Home Occupations, Nuisances and Livestock. No home occupation, profession or commercial activity that requires members of the public to visit Owner's home or requires commercial vehicles to travel to and from the Owner's home shall be conducted in any dwelling located in the Subdivision with the exception of model homes owned by, and the sales activities of, the Developer or builders, developers and real estate companies who own or hold any Lots for resale to customers in the ordinary course of business. No noxious or offensive activities shall be carried on in or upon any Lots or the Property nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, other than normal construction activity. No chickens or other fowl or livestock shall be kept or harbored on any Lot. No animals or birds shall be maintained on any Lot except customary house pets for domestic purposes only. All animal life maintained on any Lot shall have such provisions and care so as not to become offensive to neighbors or to the community on account of noise, odor or unsightliness, and no household pets shall be bred, kept or maintained for any commercial purposes whatsoever. No animal may be permitted to run loose at any time within the Subdivision and any animal shall at all times be leashed and accompanied by a responsible person while in the Subdivision. No burning of refuse shall be permitted outside the dwelling, except that the burning of leaves shall be permitted if allowed by ordinance of the Township, provided that it does not become offensive or a nuisance. No occupied or unoccupied Lot shall be used or maintained as a dumping ground for rubbish or trash.

Section 5.08 Plant Diseases or Noxious Insects. No plants, 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.

Section 5.09 Temporary Buildings, Damaged Dwellings and Reconstruction. No trailer, mobile home, van, tent, shack, garage, barn, out-building or structure of a temporary character shall be used at any time as a temporary or permanent residence; provided however, that the foregoing restriction shall not apply to any activities by Developer or any builder, developer or real estate company during any sales and/or construction periods. All permanent dwellings shall be completed within two (2) years from the commencement of construction. No old or used buildings of any kind whatsoever shall be moved or reconstructed on any Lot. Any building damaged or destroyed by any cause, for which repair or reconstruction has not commenced within six (6) months from the date of damage or destruction, shall be removed so that there are no ruins or debris remaining within six (6) months from the date of damage or destruction. Any building which is not completed within two (2) years from commencement of construction or any damage or destruction not promptly remedied shall be deemed a nuisance and may be abated as provided by law. Any and all property within any public or private road or right-of-way which is disturbed by reason of any work performed by an Owner, or said Owner's agents, servants, employees or independent contractors, in erecting any building or structure on said Owner's Lot 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, within a reasonable time following the date the work stopped.

Section 5.10 Soil Removal. Soil removal from Lots shall not be permitted, except as required for construction purposes and as permitted by Developer. In addition, all construction shall be subject to the requirements of the Michigan Soil Erosion and Sedimentation Control Act, as amended, and all other applicable statutes, ordinances, rules and regulations of all governmental agencies having jurisdiction over such activities.

Section 5.11 Underground Wiring. No permanent lines or wires for communication or other transmission of electrical or power (except transmission lines located on existing or proposed easements) shall be constructed, placed or permitted to be placed anywhere above ground on a Lot other than within buildings or structures.

Section 5.12 Maintenance of Side Strips. Owners of Lots shall be responsible for the maintenance of parkways or public rights-of-way located between their lot lines and edges of street pavements on which said Lots abut.

Section 5.13 Tree Removal. The removal of trees located within a Lot shall not be permitted unless such tree removal is in compliance with the Township's Tree and Woodland Protection Ordinance and all other applicable municipal ordinances, and approved by Developer. Prior to the commencement of construction, each Lot Owner shall submit to Developer for its approval, a plan for the preservation of trees in connection with the construction process, which plan shall comply with the Open Space Community Development Agreement. It shall be the responsibility of each Lot Owner to maintain and preserve all large trees on his Lot, which responsibility includes welling trees, if necessary.

Section 5.14 Performance of Construction. No building shall be erected on any Lot except by a contractor licensed by the State of Michigan for such purpose.

Section 5.15 Vehicular Parking and Storage. No trailer, mobile home, bus, boat trailer, boat, camping vehicle, motorcycle, recreational vehicle, commercial or inoperative vehicle of any description shall at any time be parked, stored or maintained on any Lot, unless stored fully enclosed within an attached garage or similar structure; provided, however, that builders' sales and construction trailers, trucks and equipment may be parked and used on any Lot during construction operations. No commercial vehicle lawfully upon any Lot for business shall remain on such Lot except in the ordinary course of business and in conformity with all applicable laws and/or ordinances.

Section 5.16 Garbage and Refuse. Trash, garbage or other waste shall be kept only in closed, sanitary containers and shall be promptly disposed of so that it will not be objectionable to neighboring property owners. No outside storage for refuse or garbage shall be maintained or used unless the same shall be properly concealed. The burning or incineration of rubbish, trash, construction materials or other waste outside of any residential dwelling is strictly prohibited.

Section 5.17 Fences and Obstructions. With the exception of any fencing improvements installed by Developer, no perimeter fences, walls or similar structures shall be erected on any Lot. The Association may grant approval for enclosing swimming pools permitted under Section 5.20.

Section 5.18 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, and in any event within six (6) months from the

date of completion. When weeds or grass located on any Lot exceed six (6") inches in height, the Owner of said Lot shall mow or cut said weeds and grass over the entire Lot except in wooded areas, and Wetlands. If said Owner fails to mow or cut weeds or grass within ten (10) days after being notified in writing, the Developer or the Association may perform such work and the cost thereof shall become a lien upon the Lot(s) involved until paid. All Lots owned by Developer or a builder who owns Lots for resale in the ordinary course of business shall be exempt from the foregoing restrictions contained in this Section 5.18. Upon conveyance of any Lot by Developer or a builder to an Owner other than Developer or a builder, the exemption for said Lot shall thereupon cease and such Lot shall be subject to all of the restrictions contained in this Section 5.18.

Section 5.19 Motorized Vehicles. No trail bikes, off-road motorcycles, snowmobiles or other motorized recreational vehicles shall be operated on any Lot or in any drain easement, side strip, or Common Areas within the Subdivision.

Section 5.20 Swimming Pools, Tennis Courts and Other Structures. No swimming pools, tennis courts, or other similar recreational structures shall be constructed on any Lot until such time as the Developer or its designated representative has resigned as the sole director of the Association and the Members of the Association have elected successor directors. Thereafter, no swimming pool or other recreational structure shall be constructed on any Lot unless approved by the Association. Any swimming pool or similar structure which has been approved in writing by the Association shall be constructed in accordance with this Declaration and with all applicable local ordinances and/or state laws. No above ground swimming pools shall be permitted. Swimming pools, tennis courts, whirlpools, hot tubs and other similar recreational structures, if permitted in writing by the Association, shall be screened from any street lying entirely within the Subdivision, by wall, solid fence, evergreen hedge or other visual barrier as approved in writing by the Association and in compliance with all laws and governmental regulations and ordinances pertaining thereto.

Section 5.21 Lawn Fertilization. The Township may regulate the type of fertilizers that may be used on any Lot.

Section 5.22 Signs; Illumination. No signs of any kind shall be placed upon any Lot or on any building or structure located on a Lot, or any portion thereof, unless the plans and specifications showing the design, size, materials, message and proposed location(s) have been submitted to, and approved in writing by, Developer, with the exception of: (i) non-illuminated signs which are not more than four (4) square feet in area pertaining only to the sale of the premises upon which it is maintained; and (ii) non-illuminated signs which are not more than four (4) square feet in area pertaining only to a garage sale conducted on the premises, which garage sale and sign placement shall not exceed three (3) days. The foregoing restrictions contained in this Section 5.22 shall not apply to such signs as may be installed or erected on any Lot by Developer or any builder who owns Lots for resale in the ordinary course of business, during any construction period or during such periods as any residence may be used as a model or for display purposes. No exterior illumination of any kind shall be placed or allowed on any portion of a Lot other than on a residential dwelling, unless first approved by Developer. Developer shall approve such illumination only if the type, intensity and style thereof are compatible with the style and character of the development of the Lot.

Section 5.23 Objectionable Sights. Exterior fuel tanks, above ground, shall not be permitted. The stockpiling and storage of building and landscape materials and/or equipment shall not be permitted on any Lot, except such materials and/or equipment as may be used within a reasonable length of time. In no event shall the storage of landscape materials extend for a period of more than thirty (30) days. No laundry drying equipment shall be erected or used outdoors and no laundry shall be hung for drying outside of the dwelling. No television or radio antennae or satellite dishes (except those which are less than

thirty-six (36") inches in diameter) shall be constructed or erected upon the exterior of any dwelling on any Lot, without the prior written approval of Developer.

Section 5.24 Maintenance. The Owner of each Lot and the occupants of any portion of the Property shall keep all buildings and grounds in good condition and repair.

Section 5.25 Real Estate Sales Office. Notwithstanding anything to the contrary contained in this Declaration, Developer, and/or any builder which Developer may designate, may construct and maintain on any Lot(s) a real estate sales office, with such promotional signs as Developer or said builder may determine and/or a model home or homes for such purposes; Developer and any such designated builder may continue such activity until such time as all of the Lots in which Developer and such builder have an interest are sold.

Section 5.26 Wetlands. No Wetlands shall be modified in any manner by any person or entity other than Developer or its authorized representatives unless a permit for such modification has been issued by all governmental units or agencies having jurisdiction over such Wetlands within the Property.

Section 5.27 Reciprocal Negative Easements. Unless otherwise expressly provided for in this Declaration, no mutual or reciprocal negative easements shall be deemed to arise or be created hereunder with respect to any land situated outside the boundaries of the Subdivision.

Section 5.28 Township Approval. Areas shown as open space, buffer areas and transitional areas on the Tentative Preliminary Plat-North and South for the Woodlands Subdivisions dated February 27, 1998 and approved by the Township Board on February 19, 1998, subject to modifications and subsequently administratively approved by the Township Clerk on March 20, 1998 may not be used for any purpose other than as shown on the Preliminary Plate without the approval of the Township. Further, the restrictions on use of the Common Areas set forth in Article IV, Subsection A of the Declaration shall apply to the Association.

4. Architectural Controls. The following new Article VIII is hereby added to the Declaration.

ARTICLE VIII ARCHITECTURAL CONTROLS

Section 8.01 Architectural Controls. It is understood and agreed that the purpose of architectural controls is to promote an attractive, harmonious residential development having continuing appeal. Accordingly, unless and until the construction plans and specification are submitted to, and approved in writing by, Developer in accordance with the provisions of Section 8.02 below, (i) no building, fence, wall or other structure shall be commenced, erected or maintained, and (ii) no addition, change or alteration therein shall be made, except for interior alterations.

Section 8.02 Submission of Plans and Plan Approval.

(a) All plans, specifications and other related materials shall be filed in the office of Developer, or with any agent specified by Developer, for approval or disapproval. Said construction plans and specifications shall show the nature, kind, shape, height, materials (including samples of exterior building materials upon request), approximate cost of such building or other structure, proposed drainage of surface water, location and grade of all buildings, structures and improvements, as well as utilities and parking areas for the subject Lot. Developer shall have sole authority to review, approve or disapprove the plans or specifications and/or any part thereof. Developer shall have the right to refuse to approve any plans or specifications or grading plans, or portions thereof, which are not suitable or desirable in the sole discretion of

Developer, for aesthetic or other reasons. In considering such plans and specifications, Developer shall have the right to take into consideration compatibility of the proposed building or other structures with 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.

(b) A report in writing setting forth the decision of Developer, and the reasons therefor, shall be furnished to the applicant by Developer within thirty (30) days from the date of filing of complete plans, specifications and other materials by the applicant. Developer will aid and cooperate with prospective builders and Owners and make suggestions based upon its review of preliminary sketches. Prospective builders and Owners are encouraged to submit preliminary sketches for informal comment prior to the submission of architectural drawings and specifications. If Developer fails to give written notice of approval of any final architectural plans and/or specifications submitted to Developer under this Article VII, within thirty (30) days from the date submitted, such architectural plans and/or specifications shall be deemed disapproved by Developer. Developer shall be entitled to charge each applicant a review fee in an amount not to exceed Two Hundred Fifty and 00/100 (\$250.00) Dollars, to reimburse Developer for any actual costs incurred in connection with the review of said applicant's plans, specifications and related materials.

(c) Neither Developer nor any person(s) or entity(ies) to which it delegates any of its rights, duties or obligations hereunder, including, without limitation, the Association and Architectural Control Committee referenced in Section 8.03 below, shall incur any liability whatsoever for approving or failing or refusing to approve all or any part of any submitted plans and/or specifications. Developer hereby reserves the right to enter into agreements with the grantee (or vendee) of any Lot(s) (without the consent of grantees or venders of other Lots or adjoining or adjacent property) to deviate from any or all of the restrictions set forth in this Declaration, 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 restriction as to any other Lot or Owner.

Section 8.03 Architectural Control Committee. At such time as the fee simple interest in one hundred (100%) percent of the Lots in all phases of the Subdivision have been conveyed by Developer, or, at such earlier time as Developer may elect, Developer shall delegate and assign all of its rights, duties and obligations as set forth in Articles VI and VII, to an Architectural Control Committee representing the Owners or to the Association, provided that such assignment shall be accomplished by a written instrument wherein the assignee expressly accepts such powers and rights. Such instrument, when executed by the assignee shall, without further act, release Developer from the obligations and duties in connection therewith. If such assignment or delegation is made, the acts and decisions of the assignee or delegatee as to any matters herein set forth shall be binding upon all interested parties. If Developer assigns its rights and obligations under Articles VI and VII to an Architectural Control Committee, said Architectural Control Committee shall consist of no less than three (3) Members and no more than five (5) Members, to be appointed by Developer. Developer may transfer his right to appoint members of the Architectural Control Committee to the Association. Until such time, however, Developer reserves the right to appoint and remove members of the Architectural Control Committee in its sole discretion.

5. General Provisions. The following new Article IX is hereby added to the Declaration.

ARTICLE IX
GENERAL PROVISIONS

Section 9.01 Amendment.

(a) Developer may amend the covenants, conditions, restrictions and agreements of this Declaration after one or more final plats for the Subdivision has/have been recorded, without the consent of any other Owner or any other person or entity whatsoever (whether or not any such person or entity shall now or hereafter have any interest in any Lot or portion of the Property, including mortgagees and others), at any time prior to the sale of the first Lot in the Subdivision, subject to the approval of the Township if such approval is required.

(b) Developer may unilaterally amend the Declaration to add additional land to the Property at any time, without the consent of any other Owner or any other person or entity whatsoever (whether or not any such person or entity shall now or hereafter have any interest in any Lot or portion of the Property, including mortgagees and others), in which event, the covenants, conditions, restrictions and agreements of this Declaration shall apply to such additional land and Lots therein, except as may be otherwise specified in the Amendment recorded by Developer. In addition, provided that Developer has an ownership interest in all, or any part, of the Property, Developer, without the consent of any other Owner or any other person or entity whatsoever (whether or not any such person or entity shall now or hereafter have an interest in any Lot or portion of the Property, including mortgagees and others), may amend this Declaration as may be necessary or required to comply with the requirements of any federal, state, county or local statute, ordinance, rule, regulation or formal requirement relating to all or any part of the Property.

(c) In addition to the foregoing, the covenants, conditions, restrictions and agreements of this Declaration may be amended at any time following the date on which a Lot has been sold and conveyed by Developer, by a written instrument signed by: (i) the Owners (including Developer) of seventy-five (75%) percent of the total Lots within the Subdivision; and (ii) Developer, in the event Developer then continues to own any Lots or any portion of the Property. Notwithstanding the foregoing, any and all such amendments shall be subject to the approval of the Township if such approval is required.

Section 9.02 Term. The covenants, conditions, restrictions and agreements of this Declaration shall continue in full force and effect and shall run with and bind the land for a period of thirty (30) years from the date this Declaration is recorded and shall thereafter automatically be extended for successive periods of ten (10) years each, unless terminated by written instrument executed by: (i) the Owners of not less than seventy-five (75%) percent of the total Lots in the Subdivision and (ii) Developer, in the event Developer then continues to own any Lots or any portion of the Property.

Section 9.03 Enforcement. Developer, the Association and any Owner shall have the right to enforce, by proceedings at law or in equity, all covenants, conditions, restrictions, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by Developer, the Association or any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver thereof or a waiver of any right to enforce the same at any time thereafter.

Section 9.04 Insurance Proceeds. All proceeds of any insurance maintained with respect to any assets of the Association, and the Common Areas (if said Common Areas have been conveyed to the Association), and all proceeds of any condemnation proceedings or sales in lieu of condemnation relating to the assets of the Association or the Common Areas (if said Common Areas have been conveyed to the Association) shall be paid to the Association and shall be the property of the Association and not of its Members or any other persons or entities.

Section 9.05 Severability. The invalidation of any one or more of the covenants, conditions, restrictions and agreements of this Declaration by judgment or court order, shall in no way affect the validity of any of the other provisions of this Declaration, and the same shall remain in full force and effect.

Section 9.06 Notices. Each Owner shall file the correct mailing address of such Owner with Developer and shall promptly notify Developer in writing of any subsequent change of address. Developer shall maintain a file of such addresses and make the same available to the Association. A written or printed notice, deposited in the United States Mail, postage prepaid and addressed to any Owner at his last known address shall be sufficient and proper notice to such Owner, wherever notices are required in this Declaration.

Section 9.07 Number and Gender. As used in this Declaration, any gender shall include any other gender, the plural shall include the singular and the singular shall include the plural, whenever appropriate.


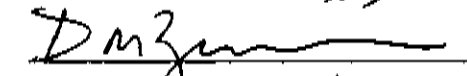
Section 9.08 Execution of Additional Documents. Each of the Owners, at no expense to itself, hereby agrees, at the request of Developer or the Association, to perform such further acts and execute all such further documents as may be required or desirable in the sole discretion of Developer or the Association, to carry out the purposes of this Declaration.

Section 9.09 Assignment of Developer's Rights. Developer shall have the right to assign all of its rights and obligations under this Declaration, including the power to approve or disapprove any act, use or proposed action, to any other person or entity or to the Association. Any such assignment shall be made by appropriate instrument in writing duly recorded in the office of the Wayne County Register of Deeds.

6. Ratification. To the extent not modified by this First Amendment, the terms and provisions of the Declaration shall continue in full force and effect and are hereby ratified. Capitalized terms that are not otherwise defined in this First Amendment shall have the meanings given to such terms in the Declaration.

IN WITNESS WHEREOF, the undersigned has hereunto set its hands on the day and year first set forth above.

WITNESSES:

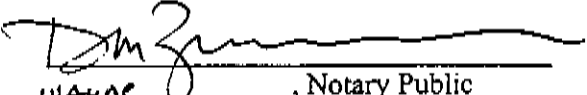

CLARK G. DOUCATTY

D.M. EDMERMAN

PULTE LAND COMPANY, LLC
a Michigan limited liability company

By: 
Howard A. Fingeroot
Its: President

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 28 day of January, 2002, by Howard A. Fingeroot, its President, on behalf of Pulte Land Company, LLC, a Michigan limited liability company.



WAYNE, Notary Public
Oakland County, Michigan
My Commission Expires: 8-1-04

DRAFTED BY AND WHEN RECORDED RETURN TO:
Clark G. Doughty, Esq.
Bodman, Longley and Dahling LLP
100 Renaissance Center
34th Floor
Detroit, MI 48243
(313) 259-7777

D M ZIMMERMAN
Notary Public, Wayne County, MI
*** Commission Expires Aug 1, 2004**

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY