

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR DEERFIELD FARMS SUBDIVISION

This Declaration of Easements, Covenants and Restrictions ("Declaration") made in 1998, by G.T.R. Builders, Inc., a Michigan corporation, whose address is 44899 Centre Court, Suite 101, Clinton Township, Michigan 48038 ("Grantor"), is based upon the following:

- A. Grantor is the owner of and has developed a certain parcel of land located in Macomb Township, Macomb County, Michigan, as a single-family residential development, being known as Lots 1 through 52, both inclusive (individually, a "Lot", and collectively, the "Lots"), Deerfield Farms Subdivision (the "Subdivision").
- B. The plat of the Subdivision was recorded at the Office of the Register of Deeds for Macomb County, Michigan, Macomb County Records.
- C. Grantor is also the owner of a certain parcel of land located adjacent to and contiguous with the Subdivision (the "Adjacent Parcel") which Grantor may develop as a residential development to be integrated with the Subdivision.
- D. It is the intention of Grantor to impose certain additional obligations on the Subdivision, all as more particularly hereinafter set forth, in order to (i) insure the most beneficial development of the Subdivision as a residential area, (ii) prevent any use thereof which might tend to diminish its valuable or pleasurable enjoyment, (iii) assure the harmony, attractiveness, and utility thereof, (iv) regulate the use thereof, and (v) establish or define certain rights relative to the Subdivisions.
- E. It is the purpose and intention of this Declaration that all of the Lots shall be conveyed by Grantor subject to the reservations, easements, and building and use restrictions set forth in this Declaration in order to (a) establish a general plan of uniform restrictions with respect to the Subdivision, (b) insure the purchasers of Lots the use of their Lots for attractive residential purposes, (c) secure to each Lot owner the full benefit and enjoyment of his home, and (d) preserve the general character of the neighborhood.

Now, therefore, Grantor hereby declares that the Subdivision, and all of the Lots therein, shall be held, used, occupied, sold, and conveyed subject to the following covenants, conditions, and restrictions, which shall run with the Subdivision, and each of the Lots therein, and shall be binding upon and inure to the benefit of all parties having any right, title, or interest in the Subdivision, or any part thereof, and their heirs, personal representatives, successors and assigns, and on the grantees of all individual Lots, for the time and in the manner specified herein:

1. Uses of the Properties

- (a) All Lots shall be used for residential purposes only, and no building of any kind whatsoever shall be erected, re-erected, moved, or maintained thereon, except for (one) private single-family residential dwelling on each Lot, which dwelling shall not exceed two (2) stories in height (except improved attic space with the prior written approval of the Grantor). Such dwellings shall be designed and erected for occupation by, and shall be occupied by, one single family. A private, architecturally related and attached garage for the sole use of the owner or occupant of the Lot upon which a dwelling is erected shall also be erected and maintained in accordance with the terms and conditions of this

Declaration. For the purposes of this Declaration, the term "family" shall mean one person or a group of two or more persons, living together and inter-related by bonds of consanguinity, marriage or legal adoption. The term "family" shall also include foster children, gratuitous guests, and domestic servants.

- (b) Notwithstanding the limitations on uses set forth in Subparagraph (a) above, Grantor hereby reserves the right for itself, its agents or sales representatives, and/or any builder or builders designated by Grantor, to occupy and use any house or temporary building built on or moved onto any Lot as a sales office for the sale of Lots and/or houses within the Subdivision.
- (c) Each builder or owner in the Subdivision shall share equally in the cost of road maintenance done by the Grantor to ensure that during and after construction the road is maintained in a good and clean condition and free of any dirt, mud or other debris arising from the construction activities. The cost of road maintenance levied hereunder shall be assessed against the builder's or owner's Lot(s) and shall be due and payable within 10 days after the billing by Grantor. Failure to pay the cost of road maintenance shall constitute a lien on the builder's or owner's Lot pursuant to the provisions of Paragraph 11 (c) and (d) hereof.

2. Improvement of Lots

- (a) No building or other structure shall be constructed, erected, or maintained on any Lot, nor shall any additions, changes, or alterations to any building or structure be made on any Lot (except interior alterations) unless and until the plans and specifications therefore shall have been submitted to and approved in writing by Grantor (and thereafter the Architectural Control Committee pursuant to Paragraph 12 hereof) in the manner set forth in Paragraph 2(d) hereof.
- (b) No swimming pool, fence, pool enclosure, or similar other devices and/or structures either or not attached to any dwelling, shall be constructed, erected, or maintained on any Lot unless and until the plans and specifications therefore shall have been (i) submitted to and approved in writing by Grantor in the manner set forth in Paragraph 2(d) hereof, and (ii) submitted to Macomb Township for review, approval and issuance of the necessary permits to construct these improvements.
- (c) Any and all construction of the buildings, structures, and other items set forth in Paragraphs 2(a) and 2(b) hereof (collectively, the "Improvements") shall be diligently completed in accordance with the plans and specifications which are ultimately approved by Grantor. Copies of all plans and specifications, as finally approved, shall be delivered to Grantor for its permanent file.
- (d) Any and all plans and specifications required pursuant to Paragraphs 2(a) and 2(b) hereof, or otherwise as provided in this Declaration, shall be prepared by competent architect, and shall show the nature, kind, shape, height, materials, color scheme, and location of the Improvements to be constructed upon the subject Lot. Grantor shall have the right to refuse to approve any such plans or specifications which it determines, in its sole discretion, would not be suitable or desirable for aesthetic or other reasons or for no reason; and in so passing upon such plans and specifications, Grantor shall have the right to take into consideration the suitability of the proposed Improvements on the Lot upon which they are proposed to be erected, and the harmony as planned in view of the

appearance from adjacent or neighboring properties. Grantor shall also have the right to specify the materials to be used in the construction of any Improvements on the Lots, and may require suitable screening of Improvements with adequate shrubs, landscape material, and other modifications. It is understood and agreed that the purpose of this Paragraph 2(d) is to cause the Subdivision to develop into a beautiful, harmonious, private, residential area, and if any disagreement arises with respect to the provisions or applications of this Paragraph 2(d), the decision of Grantor shall control and be conclusive upon all parties.

- (e) In the event Grantor fails to approve, conditionally approve, or disapprove any plans and specifications required to be submitted to grantor pursuant to this Declaration within thirty (30) days from the date on which the same have been received by Grantor, then such approval will not be required as a condition precedent to construction of the Improvements set forth therein, provided that the plans and specifications (and all construction based upon such plans and specifications) (i) conform to the restrictions set forth in this Declaration and all applicable statutes, laws, ordinances, and regulations, including zoning laws, and (ii) are otherwise in harmony with the existing Improvements constructed on the Lots.
- (f) No Lot may be divided, subdivided, or otherwise split or combined with any other lot except with the prior written consent of Grantor, and if so approved by Grantor only in compliance with the requirements of (i) Section 283 of the Michigan Subdivision Control Act of 1967 (M.C.L.A. 560.101, et se), as the same may hereafter be amended, or any replacement or successor statute thereto, and (ii) all applicable ordinances of Macomb Township and/or other governmental authority(ies) having jurisdiction.
- (g) Anything contained in this Declaration to the contrary notwithstanding, no Improvements (other than those Improvements otherwise expressly permitted elsewhere under this Declaration) shall be constructed, erected, or maintained on any of the Lots in the Subdivision, except in accordance with all of the following covenants and restrictions:
 - (i) No old or existing buildings may be moved onto any Lot, and no used materials (except reclaimed brick) may be used in the construction of any Improvements in the Subdivision.
 - (ii) All dwellings shall have finished exteriors of brick, wood or stone or a combination thereof; provided, however, the first floor level of all dwellings shall have finished exteriors of brick (excluding windows, doors and decorative trim, which may contain small amounts of wood or stone). Wood exteriors may be covered with vinyl or aluminum siding. Visible exteriors of cinder block, asbestos siding, concrete, or imitation brick are expressly prohibited.
 - (iii) No residence shall be hereinafter constructed on any Unit of less than the following sizes of finished living areas as calculated on exterior dimensions, exclusive of porches, patios, garages and basements:

One Story Home 1,600 square feet

One and a Half Story Home 2,000 square feet

Quad-Level, Bi-Level and Tri-Level homes are expressly prohibited.

- (iv) All dwellings constructed upon a Lot shall include a private garage which shall be directly attached and architecturally related to the dwelling constructed on such Lot. Every garage shall provide space for the parking of at least two (2) and not more than three (3) automobiles. Carports are specifically prohibited in the Subdivision. Driveways shall be hard surfaced with concrete or brick pavers.
- (v) No building or structure shall be erected on any Lot nearer to any front, side, or rear lot line than is allowed by applicable zoning ordinances, as modified by any variance already obtained by Grantor prior to the date hereof with respect to the Subdivision, or otherwise specifically provided herein.
- (vi) No fence or wall may be erected or maintained in front of or along the front building line of any Lot. Any such fence, wall, or solid hedge required by any governmental authority(ies) in connection with the construction of a swimming pool shall be subject to the prior written approval of Grantor as to the location, materials, design, and style thereof in accordance with the provisions of Paragraph 2(d) hereof. No such required fence, wall, or solid hedge shall be greater in height than the minimum required by any governmental authority(ies) having jurisdiction, nor, without the prior written permission of Grantor, extended beyond the front building line. Permanent fences shall be constructed of wood, vinyl covered cyclone or ornamental iron, as approved by Grantor, and the design of all fences must be approved by Grantor prior to installation. If a particular condition arises in which fencing beyond four (4) feet in height, or of a material other than those herein specified is desirable, a request for permission to increase the height or to use such other material shall be submitted for approval by Grantor pursuant to Paragraph 2 hereof, and Grantor shall have the right to grant such permission if, in its sole opinion, a variance from the provisions of this Paragraph 2(g)(vi) is desirable.
- (vii) The size, color, style, location and other attributes of the mailbox for any residence(s) shall be as specified by the Grantor, in order to ensure consistency and uniformity within the Subdivision.
- (h) Grantor, by appropriate instrument in writing may designate a person, firm, or corporation to perform such of its duties and obligations hereunder as it shall specify, which designation shall be revocable at the will, whim, or caprice of Grantor.

3. Landscaping.

Upon the completion of the construction of a dwelling on any Lot, the owner thereof (and the word "owner", as used in this connection, shall include the party who purchases a residence from the builder thereof and each subsequent purchaser) shall cause the Lot to be finish-graded, sodded, and suitably landscaped one or before 1 year after completion of the dwelling. All landscaping in the Subdivision shall be of aesthetically pleasing nature and shall be continuously and properly well maintained at all times. No statues may be placed in the front yard of any dwelling. It is the purpose of this Paragraph 3 to cause the Subdivision to develop into a beautiful,

harmonious, private residential area. Landscaping (including, but not limited to vegetable gardens) shall not in any way obstruct the drainage of the Subdivision.

4. Out-Buildings

Grantor may approve 1 out-building per Lot which shall not exceed 12 feet by 12 feet in size and which shall be architecturally compatible with the main dwelling.

5. Animals

- (a) No animals shall be kept or maintained on any Lot, except for dogs, cats, and other common domesticated household pets for the use and enjoyment of the owner and members of his family. No animals shall be kept on the premises for any commercial purpose. Each household pet shall be cared for by its owner in such a manner so as not to be objectionable or offensive on account of noise, odor, or unsanitary conditions.
- (b) No owner or occupant of any Lot shall harm or kill or permit his invitees or guests to harm or kill any wild animals in the Subdivision at any time.

6. Buildings in Easements

No structure(s) of any kind or nature whatsoever shall be constructed, erected, maintained, or placed over or on any utility easement(s); provided, however, that after the utilities have been installed, the areas over such utility easement(s) may be seeded or sodded. All other planting or Lot line Improvements of any type over or on any easements shall be allowed only so long as they do not interfere with, obstruct, hinder, or impair the drainage plan of, or utilities in, the Subdivision, and so long as access be granted, without charge or liability for damages, for the maintenance of the utilities, underground drainage lines, underground facilities, and surface drainage areas, and/or for the installation of additional facilities.

7. Prohibited Vehicles and Structures

- (a) No housetrailers, motor homes, commercial vehicles (which shall include any vehicle which stores ladders, construction materials or tools of any sort which are visible from the exterior of such vehicle), cars under repair or restoration, boat trailers, camping vehicles, pickup campers, camping trailers, or any portion thereof, may be parked on or stored on any street in the Subdivision or any Lot, unless stored fully enclosed at all times within an attached garage. Commercial vehicles and trucks shall not be parked or stored in the Subdivision, or on any Lot therein, except while making normal deliveries or pickups in the normal course of business.
- (b) Trailers, tents, shacks, barns, sheds (except as provided in Paragraph 3 above), or accessory structures, buildings of any kind or nature whatsoever, whether permanent or temporary, are expressly prohibited within the Subdivision and no temporary occupancy or residence shall be permitted in unfinished residential dwellings; provided, however, that temporary tents for parties shall be permitted to be erected for periods of not more than forty-eight (48) hours and permanent gazebo-type structures may be constructed if approved in advance by Grantor in accordance with Paragraph 2(d) hereof.
- (c) Antennae of any kind and satellite reception equipment (including, without limitation, so-called ham radio towers" and "satellite dishes") which are visible from the exterior of any dwelling or located on any Lot are expressly prohibited in the Subdivision.

- (d) The provisions of this Paragraph 7 shall not apply to Grantor, or any builder which it may designate, during the construction period or during such periods as any dwelling may be used for model or display purposes.

8. General Conditions

- (a) Every Lot Owner shall promptly dispose of all refuse and garbage so that it will not be objectionable to neighboring Lot Owners. No outside storage for refuse or garbage incinerator shall be built, maintained or used. No household trash, paper, boxes, garbage or other refuse shall be burned, collected, or permanently accumulated or stored on any Lot. Any temporary storage prior to pickup shall be placed in plastic or aluminum free standing containers or receptacles specifically provided for that purpose and concealed from public view. Such containers shall not be placed by the roadside for collection for more than twelve (12) hours prior to pickup and shall be removed from public view within twelve (12) hours after pickup. All trash, garbage and other refuse shall be disposed of in accordance with the statutes of the State of Michigan, and the applicable ordinances, rules and regulations of the Township of Macomb and the State Public Health Department, as not in effect or hereafter in force.
- (b) No laundry shall be hung for drying out of doors.
- (c) Any debris resulting from the construction and/or the destruction, in whole or in part, of any dwelling or Improvements on any Lot shall be promptly removed (within forty-eight [48] hours of issuance of temporary or final certificate of occupancy, or final acceptance of any permit therefor by the appropriate governmental authority(ies), or the occurrence of such destruction, whichever occurs first) from such Lot in order to preserve the sightly condition of the Subdivision.
- (d) The grade, slope, and/or contour of any Lot shall not be changed without the prior written consent of Grantor and all appropriate governmental authorities having jurisdiction. This restriction is intended to prevent interference with the master drainage plans and the stability of slopes and contours within the Subdivision.
- (e) No fence shall be erected or maintained within the Subdivision, except as specifically provided in Paragraph 2(g)(vi) hereof.
- (f) No "through the wall" or "through window" air conditioners shall be installed on any wall of any dwelling in the Subdivision.
- (g) No owner of any Lot in the Subdivision shall use nor permit any occupant of his Lot, or his or their invitees or guests, to use any B-B gun, firearm, air rifle, pellet gun, bow and arrow, sling shot, or any other weapon of any kind in the Subdivision.
- (h) No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done on or around any Lot which may become an annoyance or nuisance to the neighborhood or the owners of any of the Lots in the Subdivision.

9. Lease Restrictions

No owner of any Lot shall lease and/or sublet less than the whole of any dwelling. Any lease of an entire dwelling shall only be to one single family as that term is used and defined in Paragraph

1(a) hereof.

10. Signs

No signs or billboards shall be placed, erected, or maintained on any Lot, except for one (1) professional quality sign of not more than six (6) square feet in size and not more than three (3) feet in height for the sole purpose of advertising the Lot and dwelling on the subject Lot for sale or rent. All signs must also be permitted by and in compliance with the ordinances and regulations of Macomb Township and all other governmental authorities having jurisdiction with respect thereto. The provisions of this Paragraph 10 shall not apply to (a) such signs as may be installed or erected on any Lot by Grantor (including any sold Lot with the permission of the Lot owner), or any builder which it may designate, during the construction period or during such periods as any dwelling on any Lot may be used as a model or for display purposes, or (b) any Subdivision entrance sign(s).

11. Homeowner's Association

- (a) Grantor intends to incorporate a Michigan nonprofit corporation, organized on a membership basis, to serve as a homeowners association for the Subdivision ("Subdivision Association"). The ultimate members of the corporation shall be the owners of Lots in the Subdivision, although Grantor reserves the right to require that the owner(s) of a Lot (other than Grantor) also occupy a dwelling on the Lot in order to be a voting member of the Subdivision Association. The Subdivision Association shall be subject to such provisions as may be established in the Bylaws or Articles of Incorporation of the Subdivision Association, which Grantor reserves the right to prepare and modify until the Association is turned over to the Lot owners as described in Paragraph 11(b) hereof.
- (b) Grantor intends to incorporate the Subdivision Association within a reasonable time after the recording of this Declaration. Until such time as a Lot has an occupied dwelling on it, Grantor reserves the right to retain partial or complete control over the affairs of the Subdivision Association, and exclude such Lot owner(s) from membership therein, although Grantor also may turn over control of the Subdivision Association to the Lot owners (which would include Grantor to the extent Grantor owns Lots) prior to all Lots having occupied dwellings on them. In any event, Grantor shall turn over control of the Subdivision Association to the Lot owners qualifying for membership therein pursuant to the Articles of Incorporation and Bylaws of the Subdivision Association.
- (c) All voting in Subdivision Association affairs shall be on a one (1) vote per Lot basis, and shall be subject to such provisions as are established in the Articles of Incorporation or Bylaws of the Subdivision Association. The Subdivision Association may levy fees, dues, or assessments on each Lot, whether or not the Lot owner is an active member of the Subdivision Association, except Lots owned by Grantor or by a builder prior to initial occupancy. In no event shall Grantor or such a builder be obligated to pay fees, dues, or assessments to the Subdivision Association, although to the extent that they are Lot owners such parties shall have a right to vote in Subdivision Association affairs. All such fees, dues, or assessments shall be charged equally to each Lot, and may be enforced through the lien provided for in Paragraph 11(d) hereof or by any other lawful means of collecting debts. The Association may contract for the removal of snow from road areas located within the Subdivision. Such snow removal may not be done at times that the snow accumulation is considered by Grantor or the Association to be of any amount as not to cause vehicular traffic any substantial difficulty.

- (d) Any fees, dues, or assessments established by the Association for the Subdivision Association pursuant to this Paragraph 11 hereof or otherwise, and any amounts or expenses incurred in enforcing the provisions of this Declaration which are reimbursable under Paragraphs 15 or 16 hereof, shall constitute a lien on the Lots of each Lot owner responsible for such fees or expenses. Grantor or the Subdivision Association, as the case may be, may enforce the lien by recording appropriate instruments confirming the existence of the lien and foreclosing the lien by appropriate legal action. In such legal action a court of competent jurisdiction shall be empowered to order a sale of the Lot in order to satisfy the lien. The lien shall be junior and subordinate to the lien of any first mortgage securing a loan for the acquisition or improvement of any Lot.
- (e) Any sale or purchase of a Lot shall be subject to the Articles of Incorporation and Bylaws of the Subdivision Association, and by acquiring a Lot each Lot owner agrees to abide by and observe such Articles of Incorporation and Bylaws, as such may be created or modified by Grantor pursuant to the provisions of Paragraph 11(a) hereof. The Articles of Incorporation or Bylaws may be amended at any time after the Association has been turned over to the Lot owners as described in Paragraph 11(b) hereof, provided that the amendment receives the affirmative vote of three-fourths (3/4ths) of the Association members, and further provided that no such amendment may:
 - (i) eliminate the eligibility of any Lot owner to vote or change the basis for voting;
 - (ii) purport to have any retroactive effect; or
 - (iii) change the three-fourths (3/4ths) majority voting requirement, or the restrictions on amendments, which are contained in this Paragraph 11.
- (f) Grantor may amend this Declaration at any time without the prior approval of any person for the purpose of correcting errors herein and to make such other amendments as shall not materially increase or decrease the benefit or obligations, or otherwise materially affect, the rights of any person having an interest in the Subdivision or any portion thereof, whether as owner, mortgagee or otherwise.

Once the Subdivision Association has been turned over to the Lot owners as described in Paragraph 11(b) hereof, this Declaration may be amended by the affirmative vote (in person or in writing) of 75% of all Owners of Lots within the Subdivision; provided however, that there shall be no amendment to this Declaration prior to the sale and conveyance by Grantor of the last Lot to be constructed in the Subdivision without Grantors express written consent.

12. Architectural Control Committee

- (a) Grantor may, in its sole discretion, at any time prior to the date on which all of the Lots in the Subdivision have been sold and conveyed by Grantor to third parties, assign, transfer, and delegate to an architectural control committee (the "Architectural Control Committee") all of Grantor's rights to approve or refuse to approve the plans, specifications, drawings, elevations, or other matters with respect to the construction or location of any dwelling or Improvement on any Lot in the Subdivision. Thereafter, the Architectural Control Committee shall exercise all of the authority and discretion granted to Grantor in Paragraph 2 hereof relative to approving or disapproving such matters, and Grantor shall have no further responsibilities with respect to such matters. The Architectural Control Committee shall be comprised of up to three (3) members to be

appointed by Grantor. Grantor reserves the right to appoint and remove members of the Architectural Control Committee in its sole discretion.

- (b) Any submission(s) to Grantor or the architectural Control Committee for any approval provided for under this Declaration shall be in writing, and shall conform to the requirements of Paragraph 2 hereof. The parties acknowledge that the primary purpose for providing architectural control is to ensure the proper and harmonious development of the Subdivision in order to maximize the aesthetic beauty of the Subdivision and its blending with the surrounding area. To this end, Grantor or the Architectural Control Committee, as the case may be, shall be deemed to have broad discretion in determining what dwellings or Improvements will enhance the aesthetic beauty and desirability of the Subdivision, or otherwise further or be consistent with the purposes of this Declaration. Approvals and/or waivers may be granted, denied, or conditioned for any reason or for no reason. In no event shall either Grantor or the Architectural Control Committee have any liability whatsoever to anyone for their approval or disapproval of any plans, drawings, specifications, or elevations, or the dwellings or Improvements built or to be built pursuant thereto, whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty, or otherwise. By way of example, neither Grantor nor the Architectural Control Committee shall have liability to anyone for the approval of any plans, specifications, elevations, or the like which are not in conformity with the provisions of this Declaration, or for the disapproval of any plans, specifications, elevations, or the like which arguably are in conformity with the provisions hereof.

13. Entrance and Landscape Easements

The Association shall be permitted to enter upon those portions of Lots 1 and 50 as described on the plat of the Subdivision as may be necessary to install, repair, replace, and maintain such signs, walls, lighting, sprinkling systems, and planting, if any, hereinafter collectively referred to as the "Landscape Easement", in accordance with the landscaping plan approved by Macomb Township.

In the event the Association shall, at any time, fail to maintain the Landscape Easement, in accordance with the approved landscape plan, then, Macomb Township ("Township") is authorized to enter the Landscape Easement to maintain the same. The Township shall serve notice by first-class mail to the owner(s), appearing on the Township tax rolls, of each lot in the subdivision. The notice shall include a demand that deficiencies in the maintenance be cured within thirty (30) days thereof and notify the owners of the date, time, and place of a public hearing before the Township Board of Trustees or such other boards or body of officials to whom the Township may delegate such responsibility. The hearing shall be held within fifteen (15) days of the notice. At the hearing the Township may modify the terms of the original notice of deficiencies in maintenance and may grant an extension of time within which the deficiencies shall be cured. If the deficiencies, set forth in the original notice or in the modification thereof, are not cured within thirty (30) days or any extensions of time granted at the hearing, the Township, in order to eliminate and cure the deficiencies in the operation and maintenance of the Landscape Easement, may enter upon the property and maintain the Landscape Easement for a period of up to one (1) year. Maintenance of the Landscape Easement by the Township shall not constitute a taking of the Landscape Easement nor vest in the public any additional right to use the same.

Within sixty (60) days prior to the expiration of the aforesaid one (1) year period, that the Landscape Easement is under the control and jurisdiction of the Township, a majority of the lot owners or the Association may request another public hearing be held or the Township may call

another public hearing upon notice in the same manner as set forth above. At the hearing the Association or lot owners shall show cause why maintenance by the Township shall not continue for a succeeding one (1) year period. If the Township shall, reasonably, determine that the Association and/or lot owners are ready, willing, and able to maintain the Landscape Easement, the Township shall cease to operate and maintain the Landscape Easement at the end of said year. If the Township shall reasonably determine that the Association or lot owners are not ready, willing, and able to maintain the Landscape Easement during the next succeeding year, then subject to a similar public hearing and determination in each successive year thereafter, the Township may continue to enter upon and maintain said Landscape Easement.

Should deficiencies in the maintenance of the Landscape Easement be determined by the Township to constitute an impending danger to health, safety, and welfare of the public, or a public, or private nuisance, the Township shall have the right to take immediate correction action and summarily abate such danger or nuisance.

The Association and/or lot owners shall hold harmless, defend, and indemnify the Township from any and all claims, demands, costs, expenses, including attorney fees, and judgments, whatsoever, which may arise from the Township's maintenance of the Landscape Easement.

The actual costs and expenditures, including administration expenses and attorney fees, incurred by the Township as a result of its maintenance of the Landscape Easement or the immediate abatement of an impending danger or nuisance in relation thereto, shall be at the expense of the Association or the lot owners and such costs and expenditures shall be assessed against the lots in the subdivision and become due, collected and returned for no-payment in the same manner and at the same time as ad valorem property tax levies of the Township.

The Township, at its option, shall be subrogated to any rights the Association may have in this Declaration for the imposition of assessments and the collection thereof in relation to the Landscape Easement.

The maintenance provisions contained in this Article, or section, shall not be amended in any way without the prior written consent of the Macomb Township Board of Trustees.

14. Zander Drain Easement

No fences, pools or other permanent structures shall be allowed within the Zander Drain Easement, as shown on the recorded plat for Deerfield Farms Subdivision.

15. Violations

Violation of any restriction or condition or breach of any covenant or agreement contained herein shall give Grantor, its successors and assigns, in addition to all other remedies provided by law, the right, but not the obligation, to enter upon the land upon which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, any structure, building, thing, or condition that may be or exist contrary to the intent and meaning of the provisions hereof, and Grantor shall not thereby be deemed guilty of any manner of trespass for such entry, abatement, or removal. It shall be the obligation of the Lot owner to reimburse Grantor for such costs and failure to do so shall create a lien against such Lot(s) in favor of Grantor for the recovery of such sums.

16. Enforcement

- (a) The provisions of this Declaration shall run with and bind all land within the Subdivision for a period of twenty (20) years from the effective date hereof, after which time they shall be extended automatically for successive periods of ten (10) years each unless seventy-five percent (75%) of the Lot owners in the Subdivision vote to limit or remove the restrictions set forth herein. Grantor or any Lot owner shall have the right, but not the obligation, at any time(s) to (i) proceed at law or in equity against any person violating or threatening to violate any provision contained herein, (ii) prevent or abate such violations, (iii) compel compliance with the terms hereof, (iv) enter upon any land within the Subdivision and correct any condition in and remove any building, structure, or Improvement erected, installed, or maintained in violation of the terms hereof, at the Lot owner's expense, and (v) recover damages against or other compensation from such Lot owner for any violation. Any entry pursuant to the foregoing sentence shall not constitute a trespass. The party enforcing this Declaration may recover against a Lot owner violating the provisions of this Declaration all reasonable costs incurred by such party in enforcing such provisions in any of the foregoing ways, including without limitation, the cost of removing offending structures, actual attorneys fees, and other litigation costs.
- (b) Failure to enforce any provision contained herein in any particular instance shall not be deemed a waiver of the right to do so as to any continuing, subsequent, or other violation.

17. Possible Extension of Declaration to Incorporate Additional Properties

Grantor may, but shall not be obligated to, develop, and/or subdivide additional lands located adjacent to and contiguous with or in the vicinity of the Subdivision. Grantor further may, but shall not be obligated to, subject such additional lands to restrictions, covenants, and conditions substantially in the form herein imposed upon the Subdivision, either by a separate declaration or by an amendment to this Declaration, so as to incorporate such additional lands with the Subdivision for the purpose of the interpretation and enforcement of this Declaration. Such additional lands may include common areas which may be conveyed to the Association.

In such event, the restrictions, covenants, and conditions contained herein and those applicable to such additional lands shall be considered to be negative reciprocal easements, thus making the restrictions, covenants, and conditions contained herein enforceable by property owners of such additional lands and the restrictions, covenants, and conditions applicable to such additional lands enforceable by property owners in the Subdivision.

Such additional lands may be incorporated into and receive the benefits and be subject to the obligations of this Declaration upon the recording by Grantor at the Office of the Register of Deeds for Macomb County, Michigan, or an appropriate instrument incorporating the terms hereof in whole or in part, and containing such amendments hereto as Grantor, in its sole discretion, shall deem necessary or advisable.

18. Waiver by Grantor

Grantor shall have the right to waive any restriction, limitation, condition, or provision set forth in this Declaration if Grantor, in its sole discretion, determines that such waiver will not be detrimental to the purposes sought to be obtained by this Declaration.

19. No Liability on Grantor

Anything contained or implied herein to the contrary notwithstanding, Grantor shall have no

liability of any kind or nature whatsoever to any party for either (i) the granting of any approval or consent which Grantor is permitted to grant hereunder, or (ii) the failure or refusal to grant any approval or consent which Grantor is permitted to grant hereunder, the granting or failure or refusal to grant any or all of such approvals and consents being within the sole discretion of Grantor.

20. Severability of Provisions

Invalidation of any of the covenants, conditions, or limitations contained in this instrument, by judgment or court order, shall not affect any of the other covenants, conditions, or limitations, which shall remain in full force and effect.

21. Non-Waiver

The failure of Grantor, or any other entity to which Grantor may have assigned or transferred its rights and powers hereunder, to enforce any of the terms, provisions, covenants, or restrictions of this Declaration, shall not constitute a waiver by Grantor, or its aforesaid assignee, of such terms, provisions, covenants, or restrictions, and shall not affect or impair the right of Grantor, and/or its aforesaid assignee, at any time thereafter to enforce the same.

22. Use of Words

As used in this Declaration, the words "hereunder", "herein", "hereof", and other words of similar import refer to this entire Declaration. Pronouns and relative words used herein shall be read interchangeably in masculine, feminine, or neuter, singular or plural, as the respective case may be.

23. Captions

All titles and captions contained in this Declaration are for reference purposes only and shall not be deemed to have any substantive effect.

24. Binding Effect

The covenants herein contained shall be binding upon the heirs, devisees, legatees, executors, administrators, assigns, and successors of the respective parties hereto and all purchasers and future owners of Lots, and shall inure to the benefit of Grantor, its successors, and assigns, and such other entities to which it may assign any or all of the rights, privileges, and powers hereby reserved and granted to Grantor.