DECLARATION OF RESTRICTIONS
WEST POINT HILLS

1) General use of property. All of the lots and building sites in or comprising said subdivision shall be used for residential purposes only and for no other purpose whatsoever.

2) Building Sites. A building site shall consist of at least one lot as platted or one lot plus a fractional portion of a contiguous lot, and no lot shall be subdivided or reduced in size for a building site, and all building sites shall be subject to the uses, restrictions, and limitations set forth in this declaration.

3) Character of Buildings. No building shall be erected on any lot or site in said subdivision except one single private dwelling to be occupied by not more than one family for residential purposes only, with out-buildings appurtenant thereto, unless approved in writing by the Grantors.

4) Height of Building. No dwelling or outbuilding shall be less than one story in height, and shall have a minimum roof pitch of 4 1/2.

5) Dwelling Styles and Designs. No dwelling or other building shall be erected on any lot or site until it has received architectural approval, as is herein provided.

6) Minimum floor Area of Dwellings. Each dwelling shall have a minimum floor area of 1250 square feet computed as follows:

For the purpose of this provision, the floor area of a dwelling shall be deemed to include only those floors all portions of which are at or above the highest grade of the lot adjacent to the dwelling; it being the intention of this provision that there shall not be included in such computation any portion of a basement area, whether or not such basement area, or any portion thereof, be designed for living purposes, and whether or not the level of such basement shall at some point, but not at all points, be at least as high as the grade of the lot adjacent to the dwelling. The dimensions of the floor area shall be computed by reference to the outer surface of the outside walls. There shall not be included in such computation any garage, any unheated porch or any unheated breezeway, whether or not the same be attached to the dwelling. For the purpose of this provision, a porch or breezeway which is not heated by the central heating system of the dwelling shall be deemed to be unheated.

a) Ranch or Bi-Level: 1250 sq. ft. on main level,

b) Tri or Quad-Level: 1250 ft. considered on main and upper level,

c) Two Story or Colonial: 800 sq.ft. on ground level, but not less than 1600 sq.ft. combined on both levels.

7) Building Approval. No dwelling, structure, swimming pool, fence, TV disc, exterior clotheslines, permanent sports type outdoor court or facility, out building, or other development shall permitted upon any lot in the subdivision, nor shall any grade in the subdivision be changed or other construction work done, unless Developer's written approval is obtained in advance as follows. The proposed plot plan, construction plans and specifications shall be submitted in duplicate to the Developer, for approval and said written approval received prior to submittal to Hamburg Township for a Zoning Compliance Permit. The plot plans shall show the finished grade, the plot, the location of the dwelling and all other buildings and structures. The construction plan and specifications shall show the size, type and materials of exterior construction together with the grade and elevation of all buildings and structures and shall provide other pertinent construction details. One copy of these plans and specifications shall be permanently kept by the Developer. Developer shall not give its approval to, the proposal unless in its sole and absolute opinion, such construction and development will comply in all respects with the building and use restrictions set forth in this document; nor shall Developer give its approval unless the external design; materials and location of the construction proposal shall be in harmony with the character of the subdivision as it develops and with the topography and grade elevations both of the lot upon which the proposed construction is to take place and the neighboring lots in the subdivision. Developer shall have the right to assign his responsibilities and authority hereunder to a third party. If anyone begins any such construction without the above stated approval, he hereby agrees to forthwith completely remove such construction upon being informed by the Developer, regardless of the stage of completeness of such construction. If it is not appropriately removed, the Developer has the full right to enter upon such property and cause such construction to be removed; the cost of removal, plus all appropriate legal expenses, etc., shall be chargeable to the lot owner and the Developer may place a lien upon the subject lot for such charges plus applicable interest.

a) This paragraph 7 shall not be changed while Developer or its assigns retain ownership to any lots within the subdivision.

8) Building Lines. No dwelling shall be erected on any lot or site until its location has been approved in writing by the grantors' designated architect, agent, or engineer appointed and designated for that purpose.

a) No building on any lot shall be erected nearer than:

-Twenty-five (25 feet from the front lot line, nor

-Ten (10) feet from the side lot line, nor

-Thirty (30) feet from the rear lot line, nor

-Twenty-five (25) feet from the exterior side lot line on corner lots.

Approval of a variance by the Committee and the Township of Hamburg permitting front, rear or side yards smaller than the above minimums shall be deemed a valid waiver of this restriction.

9) Grades. The grade line of all buildings in the subdivision shall be established for each site by the grantors' designated architect, agent or engineer appointed and designated for that purpose.

10) Fences. There shall be no fences allowed in said Subdivision excepting those which shall be built subsequent to an in-ground pool and said fence requirement shall be as follows: all fences in said subdivision shall be made of maintenance free material, ornamental wire, stone or wood, and shall not be higher than four feet from the ground level and no fence of any kind shall be erected in the front of any dwelling house or in the front yard, so called, of any lot or building site. Except that architectural committee may approve decorative split rail fence part of landscaping plans.

11) Animals and Fowl. No animals, including horses, and no fowl of any kind shall be kept, retained or maintained in any part of the said subdivision or on any lot or site therein, except household pets for use by a lot or site owner and members of his family in his residence. All household pets shall have such care and attention as not to allow the said household pets to become obnoxious to others or offensive occasioned by noise, odor or unsanitary conditions.

12) Trees. No trees six inches or more in diameter shall be removed, cut down or destroyed without written consent of the grantors or their designated agent appointed for that purpose.

13) Garages. All garages shall be attached to the dwelling either directly or by a breezeway, so called. All garages on any site shall be for the private use and occupance only in connection with and appurtenant to the main dwelling on the lot or site, and to be two (2) car or more. The minimum square footage for garage area shall be 400 square feet.

14) Temporary Shelter. No trailers, sheds, house trailers, mobile homes, garden houses, tea houses, basements, tents, shacks, garage barns, or other out-building shall be erected on any lot or site at any time or be used as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

15) Tenants. Renting or leasing in any form of any lot space or building site in whole or in part is expressly prohibited unless consent to or approval of same is obtained ln writing from the grantors of their designated agent appointed for that purpose.

16) Sewerage & Wells. All sewage shall be disposed of by septic tank or other sanitary methods approved by the Michigan Department of Health, or by such public body as may succeed to its functions. The design, location and construction of every septic tank and its appurtenant drainage system shall be approved in writing by the Livingston County Health Department, and/or The Michigan Department of Public Health, and no sewage effluent from septic tanks, garbage or other forms of refuse shall be permitted to enter any stream or connecting waterway now or hereafter within the said subdivision or bordering thereon. All wells shall likewise be constructed to the specifications and approved by the appropriate county or state regulatory agencies.

17) Signs and Antennae. No signs, posters, billboards, or advertising of any type or character shall be erected or displayed within the subdivision or upon any building or fence therein except one "for sale" sign which shall not exceed three (3) square feet in size, which may be erected on any lot or site; provided, however, that sale sign advertising the subdivision property of the larger size may be erected and displayed by the grantors or their duly designated agents. No radio, television or ham antennae or aerials shall be permitted except those commonly used for residential TV use, which may be affixed only on the house.

18) Garbage and Refuse. Garbage, ashes, refuse and debris of every kind and character shall be cared for and disposed of in such manner so as not to be offensive or annoying to neighborhood residents or property owners.

19) Building Destroyed By Fire. Any building on any lot or building site which in whole or in part shall be destroyed by fire, windstorm or other type of damage must be rebuilt within a reasonable time thereafter or all of the debris removed therefrom and the said lot or building site restored to an acceptable sightly condition in keeping with and comparable to the other lots and sites in said subdivision within a reasonable time after said damage.

20) Builders. All dwellings are to be constructed by builders or building firms actively licensed by the State of Michigan and shall be approved by the grantor herein or their duly designated agent appointed for that purpose prior to the breaking of ground on any lot or building site in the said subdivision.

21) Easements. Easement for installation and maintenance of utilities, entranceways and/or storm drains or any other purposes are shown on the plat and after such utilities, entranceways and/or storm drains or other utilities have been installed, planting, or other lot line improvements shall be allowed as long as access without charges or liability for damages be granted for the utilities, entranceways, and/or storm drains or other improvements installed or for the installation of additional utilities, entranceways and/or storm drains.

a) Lot owners shall maintain easements in a neat and orderly manner including but not excluding others, mowing and debris removal.

b) Prior to the installation of any driveway culverts located in road right of ways, the lot owner shall obtain from the Livingston County Road Commission the size and installation specifications for such culvert and shall install such culvert pursuant to such size and installation specifications all subject to the final approval of the Livingston County Road Commission. All approach aprons from the subdivision roads onto the private driveways, shall be paved with asphalt or cement by the lot owner within nine (9) months of home occupation. A minimum of 15 feet of paving shall be required as measured from the paved edge of the subdivision road onto the individuals lot.

22) No old or used structure shall be moved upon said land or premises.

23) (Revised by Third Amendment) Travel Trailers, Mobile Homes, Boats and Other Recreational Vehicles. Travel trailers, mobile homes, boats and other recreational vehicles may be parked upon the land and Lots of the Subdivision only in accordance with the provisions of this Paragraph.

a) Parking in Garages. Travel trailers, mobile homes, boats and other recreational vehicles may be parked without Association approval in any garage.

b) Parking in Front Yards. Travel trailers, mobile homes, boats and other recreational vehicles may not be parked in any front yard in the Subdivision. For purposes of this Paragraph, the front yard of any Lot shall be the yard adjacent to the street

corresponding to the address for each Lot(measured from the forward building line of the residence on the Lot to said street); and if not the same (such as in cases of comer Lots) also the yard adjacent to the street that is faced by the main entry door of the residence on any Lot (measured from the building line of the residence on the Lot, corresponding to the wall containing the main entry door, to said street). It is expressly provided and understood that some Lots may have two "front yards" for the purpose of this Paragraph.

c) Parking in Side and Rear Yards. (Third Amendment) Travel trailers, mobile homes, boats and other recreational vehicles may be parked in side and rear yards only with the written approval of the Association Board of Directors, which approval shall not be unreasonably withheld, and will be given or withheld based on the following considerations:

i) A Homeowner requesting permission to park such a vehicle in the side or rear yard of a Lot must provide evidence of ownership of the same. No parking of such vehicles that are not owned by the Homeowner will be allowed.

ii) A Homeowner requesting permission to park such a vehicle in the side or rear yard of a Lot must propose a location which provides the maximum amount of screening from sight by neighboring Homeowners, and from the streets in the Subdivision. The Association may condition any approval to a specific area, or require appropriate screening to promote the stated purpose of not allowing the parking of such vehicles to constitute an eyesore.

iii) The Association may limit the number of such vehicles that may be parked or stored on any Lot to promote the stated purpose of not allowing the parking of such vehicles to constitute an eyesore.

24) All noisy machinery or apparatus are prohibited. All continued excessive noise is prohibited. No lighting shall be so situated or of such intensity as to create a nuisance to neighboring property.

25) Yard Requirements. The front building set back shall be thirty (30) feet minimum or as required by the location of the drain field. Side yards shall be fifteen (15) feet minimum each. Rear yards shall be forty (40) feet minimum. Corner lots shall have 20 feet set-back on subdivision street side.

26) All swimming pools are to be inground, below grade level of house. Fences around pool area, as required by local ordinances, are to be made of maintenance free materials.

27) Mailboxes. Type, installation, and location of mailbox facilities shall be solely the responsibility of the developer. Individual homeowners shall reimburse developer their fair pro-rata share of such expense as may be incurred to effect homogeneous postal receptacles.

28) Transfer of Architectural Control. The grantors herein shall have the right at any time, if they so wish or desire, to transfer temporarily or permanently to the owners of the lots or buildings sites in said subdivision the same authority previously vested by he or she in the within mentioned architect or agent.

29) Severability of Provisions. Invalidation of any one of the covenants, conditions or limitations in this instrument contained, by judgement or court decree, shall in no way affect the other covenants, conditions, and limitations which shall remain in full force and effect.

30) Enforcement of Restrictions. In case any of the said lots or building sites or any part therein in said subdivision shall, by the acts, consent or neglect of the purchaser or owner of same, his heirs, personal representatives or assigns, cease to be used or maintained for the purpose permitted by these restrictions or used for any purposes inconsistent therewith, or, if any person shall violate any of the covenants or restrictions herein contained, then and in that event it shall be lawful for the grantors herein, their heirs, personal representatives, assigns or designated agent appointed for that purpose, to enter in and upon the offending lot or building site and remove therefrom all objectionable structures or to evict from any buildings thereon any occupants therein who are occupying the same in violation of these restrictions, and it shall also be lawful for any other person or persons owning any lot or building site in said subdivision or for any owner of property directly abutting said subdivision to prosecute any proceeding at law or in equity against such person or persons, either to prevent them from such violations or to recover damages or other dues for such violation.

31) Formation of Lot Owners Association. At any time after the sale by the grantors of 27 lots in area of said subdivision (execution of a land contract constituting a sale for the purpose of this paragraph), the grantors may appoint and constitute an association of lot owners to exercise all rights, privileges and duties of supervision and control in connection with these restrictions which are reserved herein to the grantor and upon the execution and recording of appropriate instruments of appointment by the grantor, the said association shall thereupon have and exercise all rights reserved to the grantors, and the grantors shall be fully released and discharged from further obligations and responsibilities in connection therewith; providing always that the grantors shall upon the formation of said

association convey to said association all interest reserved heretofore in the grantor in connection with said subdivision.

(Note: Four Bears Development, Inc. fully and completely assigned to West Point Hills Subdivision Homeowners Association all of its rights and powers granted or reserved to the Grantor in the Declaration of Restrictions for West Point Hills, or by law, including, but not limited to, the right and power to approve or disapprove any act, use, or proposed action or other matter or thing. Ref: LIBER 2314 Page 719 -720)

32) All authority, rights, privileges and functions which this "Declaration of Restrictions" confers upon or reserves to the undersigned grantors, FOUR BEARS DEVELOPMENT, CORP., shall upon the death of said Principals inure and pass to those persons who are from time to time the owners of a majority of the lots (for this purpose each lot, regardless of its size shall be counted as one unit) which comprise said subdivision. The grantors shall have the right at any time and from time to time to revoke or change any designation of selection of architect, engineer or agent theretofore made in connection with the exercise of any authority, right, privilege or function conferred upon or reserved to the grantor under this "Declaration of Restriction". Not withstanding any other term or provision of this “Declaration of Restrictions", grantors shall have no liability whatsoever to any person by reason of their failure to exercise any authority, rights, privileges, or functions conferred upon them or reserved to them in this "Declaration of Restrictions", or by reason of the manner, in which they exercise or perform the same.

33) Specific Livingston County Health Department Requirements.

a) All wells shall be developed by a Michigan licensed driller and penetrate a protective clay barrier. In most cases, this will be accomplished at depths greater than 75 feet.

b) Prior to the issuance of a permit to construct an on-site sewage disposal system and/or water well supply, a site plans shall be submitted to the Livingston County Health Department showing the location of the well, the initial on-site wastewater disposal system and the replacement on-site wastewater disposal system.

c) Unless otherwise approved all wells and on-site sewage disposal systems shall be located within the approved areas as shown on the plat map on file at the Livingston County Health Department.

d) The active and reserve on-site wastewater disposal system on all lots shall maintain a minimum of 50 feet from all storm drains.

e) All restrictions placed on the preliminary plat by the Livingston County Health Department are not severable and shall not expire under any circumstances unless amended or approved by the Livingston County Health Department.

34) Wetlands. No homeowner shall be allowed to change the natural conditions of those areas designated as regulated wetlands by activities such as:

a) The placing of fill materials in a wetland.

b) Placing fertilizers with 25' of wetlands, water courses or flood plains.

c) Dredging or removing soil or minerals from a wetland.

d) Construction or development in a wetland other than a possible non-impact type activity or use such as those enumerated hereinafter.

e) Drain surface water from a wetland.

Non-impact activities such as the construction of a deck or floating dock over the wetlands bird houses, e.g. purple martin houses, may be allowed in said areas subject to the Goemaere-Anderson Wetland Protection Act, Act 203 of 1979, hereinafter referred to as the "Act", and that the obligation to fully comply with the terms of said Act are incorporated herein by reference.

35) Amendment.(First Amendment as corrected by Second Amendment) This Declaration shall run with and bind all of the land included in the West Point Hills Subdivision for a term of 20 years from the date this Declaration is originally recorded, after which time this Declaration shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by the affirmative vote of written consent of 67% of the owners of all Lots in the Subdivision at the time such amendment is proposed. Each Lot shall have one vote.

36) Creation of the Lien and Personal Obligation of Assessments. (Second Amendment) Each Owner of a Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual general assessments (2) additional assessments as described in Subparagraph b)i), hereof and (3) special assessments described in Subparagraph b)ii), hereof. Such assessments shall be established and collected as hereinafter provided. Then general, additional and

special assessments, together with interest thereon at the highest rate permitted by law, late fees, and collection costs, including reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest thereon at the highest rate permitted by law, late fees, and collection costs, including reasonable attorney's fees, shall also be the personal obligation of all persons who where the Owners of such Lot at the time such assessment fee fell due. The personal obligation for delinquent assessments prior to transfer of title shall not pass to the Owner's successors in title unless expressly assumed by them.

a) Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, welfare, common benefit and enjoyment of the Owners in the Subdivision, and in particular for the improvement and maintenance of the Common Areas now or hereafter owned by the Association, and facilities thereon and other property under the control of the Association, including any subdivision entrances; for planting and maintenance of trees, shrubs and grass; for the acquisition of additional Common Areas; for construction, operation and maintenance of recreational facilities; for caring for vacant Lots; for providing community services and for the protection of the Owners and for establishing and maintaining appropriate reserves for those purposes, and in general, carrying out the purposes set forth in, or permitted by, this Declaration.

b) Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

i) The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Common Areas, including a reasonable allowance for contingencies and reserves. Failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay the applicable share of the common expenses as herein provided, whenever the same shall be determined, and, in the absence of any annual budget or adjusted budget, each Owner shall continue to pay the annual assessment for the previous fiscal year until notified of the new annual assessment established after such new annual or adjusted budget is adopted. Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each Owner and

the assessment for said year shall be established based upon said budget, although the delivery of a copy of the budget to each Owner shall not affect the liability of any Owner for any existing or future assessments. Should the Board of Directors, at any time determine, in the sole discretion of the Board of Directors, that the assessments levied are, or may prove to be, insufficient (1) to pay the costs of operation, management, administration, maintenance and/or capital repair of the Common Areas (2) to provide replacements of existing Common Areas, or (3) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The discretionary authority of the Board of Directors to levy assessments pursuant to this sub-section shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or the members thereof.

ii) In addition to the other assessments authorized in this Declaration the Association may levy, in any calendar year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any acquisition of land or easements to be added to the Common areas, the construction, reconstruction, repair or replacement of any improvements upon the Common Areas and other areas under the control of the Association, including subdivision entrances, including, but not limited to, fixtures, personal property or landscaping relating thereto, and/or the cost of establishing or adding to a reserve therefor, provided that any such assessment shall have the assent of more than 50% of all votes in the Association.

iii) Additional, general and special assessments shall be set by the Board of Directors at a uniform rate for all Lots. In the case of a Lot Split, the assessments for such Lot shall be divided between the resulting Owners on a formula based on their relative square footage.

c) Notice and Quorum, for Actions Authorized Under Subparagraph b) ii). Written notice shall be sent to all Members not less than fifteen (15) days nor more than thirty (30) days in advance of any meeting called for the purpose of taking any action authorized under Subparagraph b) ii). At such meeting, the presence of Members or of proxies entitled to cast fifty (50%)

percent of the votes shall constitute a quorum. Voting shall be by number, with each Lot in the Subdivision having one vote.

d) Annual Assessment Due Date. The Board of Directors shall fix the amount of the annual assessment against each Lot in accordance with Subparagraph b), and determine whether the annual assessment will be payable on a monthly, quarterly, semi-annual or annual basis. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

e) Effect of Nonpayment of Assessments; Remedies of the Association.

i) The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. A late charge in the amount of $10.00 per Lot per month, or such other amount as may be determined by the Board of Directors, effective upon fifteen (15) days notice to the members of the Association, shall be assessed automatically by the Association upon any assessments in default until paid in full. Such late charge shall not be deemed to be a penalty or interest on the funds due to the Association, but is intended to constitute a reasonable estimate of the administrative costs and other damages incurred by the Association in connection with the late payment of assessments. All payments shall be applied first against late charges, attorney's fees, interest and costs and thereafter against assessments in order of oldest delinquency. Assessments in default shall bear interest at the highest rate allowed by law, until paid in full.

ii) The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the lien that secures

payment of assessments. Each Owner, and every other person who from time to time has any interest in the Subdivision and Lots covered by this Declaration, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or

by advertisement. The provisions of Mict1gan law pertaining to foreclosure of mortgages by jud1c1al action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligation of the parties to such actions. Further, each Owner and every other person who from time to time has any interest in the Subdivision and Lots subject to this Declaration, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Lot, and any improvements thereon, with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Owner of a Lot in the Subdivision acknowledges that as of the time this Amendment is recorded, he was notified of the provisions of this Subparagraph e) ii), and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Property. Notwithstanding the foregoing, a judicial foreclosure action shall not be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing by first class mail, postage prepaid, addressed to the delinquent Owner(s) at his or their last known address, of a written notice that one or more installments of the annual assessment, or any assessment, levied against the pertinent Property is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant’s capacity to make the affidavit, (ii) the authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Property, and (v) the name(s) of the Owner(s) of record. Such affidavit shall be recorded 1n the Office of the Register of Deeds in Livingston County prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial

action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Owner and shall inform such Owner that he may request *a* judicial hearing by bringing suit against the Association. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorney's fees and advances for taxes or other charges paid by the Association to protect its lien, shall be chargeable to the Owner in default and shall be secured by the lien on his Property. In the event of default by any Owner in the payment of any installment of the annual assessment levied against his Property, and/or in the event of default by any Owner in the payment of any Installment and/or portion of any special assessment levied against his Property, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year (and any subsequent fiscal year in which said default continues) and/or all unpaid portions or installments of the assessment, if applicable, immediately due and payable. An Owner in default shall not be entitled to utilize any of the Common Areas, and shall not be entitled to vote at any meeting of the Association and shall not be entitled to serve as a Director, so long as such default continues; provided that this provision shall not operate to deprive any Owner of ingress or egress to or from his Property.

f) Exempt Property. All Common areas and all other property exempt from taxation by state or local governments or dedicated for public use shall be exempt from the assessment, charge and lien created herein.

g) Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and to any prior recorded tax liens. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot

pursuant to mortgage foreclosure shall extinguish the lien but not the obligation for payment of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot, or Owner thereof, from liability for any assessment becoming due after such sale or from the lien thereof.

h) Assessment Status Upon Sale of Lot. Upon the sale or conveyance of a Lot, any unpaid assessment against the Lot shall

be paid out of the net proceeds of the sale price to the purchaser in preference over any other assessments or charges of whatever nature except (a) amounts due the State of Michigan or any subdivision thereof for taxes or special assessments due and unpaid and (b) payments due under first mortgages having priority to the unpaid assessments. A purchaser of a Lot is entitled to a written statement from the Association setting forth the amount of unpaid assessments outstanding against the Lot and the purchaser is not liable for any unpaid assessment in excess of the amount set forth in such written statement, nor shall the Lot be subject to any lien for any amounts in excess of the amount set forth in the written statement. Any purchaser or grantee who fails to request a written statement from the Association as provided above at least five (5) days before the conveyance shall be liable for any unpaid assessments against the Lot together with interest, costs and attorneys' fees incurred in connection the collection of such assessments.

37) Notification of Association upon Sales of Lots. (Second Amendment) No Owner may sell or dispose of a Lot or any interest therein by sale or otherwise, as the case may be, without first providing notice thereof to the Association in the manner hereinafter provided.

a) Notice. An Owner intending to sell a Lot or any interest therein shall give written notice to any officer of the Association of such intention, at least twenty-one (21) days before closing of the transfer, together with the name and address of the intended purchaser, and such other information as the Association may reasonably require. Such Owner shall also insure that all Association assessments are paid in full at the time of closing, and that a copy of all Subdivision Documents (including the Declaration and all amendments thereto, Association Articles of Incorporation, Association Bylaws and all Rules and Regulations of the Association) are given to the Purchaser(s).

b) Purpose of Notification. It is the purpose of such notification to provide the Association with a means of updating its records to accurately reflect the identity of its membership at all times, so as to aid in the efficient administration of the Association at all times. This right to notification is not to be construed as a right of first refusal or approval, and in no case shall be implemented in such a way as to be discriminatory or in any way violative of any State or Federal statute governing discrimination or fair housing.