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WILLOW CREEK SUBDIVISION #1DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS, hereinafter referred to as the "Declaration", made this 1st day of June, 1971, by PRACTICAL HOME BUILDERS, INC., a Michigan Corporation, hereinafter referred to as the "Developer", whose address, for purposes hereof, is 21790 Coolidge Highway, Oak Park, Michigan.

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property situated in the CHARTER TOWNSHIP OF CANTON, Wayne County, Michigan, more particularly described as follows:

Lots 1 to 194, both inclusive, and Private Park "Aye" of Willow Creek Subdivision #1, part of the northwest quarter (1/4) of Section 11, T. 2S., R. 8E., Canton Township, Wayne County, Michigan, according to the plat thereof recorded in Liber 93 Page(s) 23, 24, and 25, Wayne County Records; and Private Park "Bee" of Willow Creek Subdivision #2, part of the northwest quarter (1/4) of Section 11, T. 2S., R. 8E., Canton Township, Wayne County, Michigan, according to the plat thereof recorded in Liber _____ Page(s) _____ W.C.R.

WHEREAS, the Developer desires to create thereon, together with such additions as may hereafter be made thereto, a residential community with permanent park, open space and common facilities for the benefit of such residential community; and

WHEREAS, the Developer desires to provide for the preservation of the value of and amenities in such residential community, and for the preservation and permanent maintenance of the park, open space and common facilities therein; and

WHEREAS, the Developer desires to subject the real property described above to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each of which is for the benefit of and shall run with and bind the said real property and each owner thereof; and

WHEREAS, the Developer deems it desirable, for the benefit of such residential community, to create an agency to which shall be delegated and assigned the powers of maintaining and administering the park, open space and common facilities, and of administering and enforcing the covenants, restrictions, easements, charges and liens set forth in this Declaration, and of collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Developer has caused to be incorporated under the laws of the State of Michigan, as a non-profit corporation, THE WILLOW HOMES ASSOCIATION, for the purpose of exercising the power and functions aforesaid;

NOW, THEREFORE, the Developer hereby declares that the real property described above is, and shall be, held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens, hereinafter set forth.

RECORDED SEP 27 1971 AT 905 8:00 PM
BERNARD J. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY, MICHIGAN 48228

ARTICLE I

DEFINITIONS

SECTION 1. The following words when used in this Declaration, or in any Supplemental Declaration, shall have the following meanings:

(a) "DEVELOPER" shall mean and include PRACTICAL HOME BUILDERS, INC., or its assigns.

(b) "ASSOCIATION" shall mean and refer to the WILLOW HOMES ASSOCIATION, and any successor thereto.

(c) "THE PROPERTIES" shall mean and include WILLOW CREEK SUBDIVISION #1 AND PRIVATE PARK "BEE" OF WILLOW CREEK SUBDIVISION #2, described above, which may, in addition, herein be referred to as the "Existing Properties", and such part(s) of certain planned additions thereto, hereinafter sometimes referred to as the "Additions" to the Existing Properties, as may hereafter be brought within the jurisdiction of the Association, by the Developer, pursuant to this Declaration or any Supplemental Declaration hereto and in connection with such Additions to the Existing Properties.

(d) "COMMON AREA(S)" shall mean and refer to those areas of land denoted as "PRIVATE PARK(S)" on any recorded Plat of The Properties, and intended to be owned by the Association and to be devoted to the common use and enjoyment of the owners of The Properties, and any improvements thereon.

(e) "LOT" shall mean and refer to any parcel of land shown as such upon any recorded Plat of The Properties, with the exception of the Common Area(s) hereinabove defined, and otherwise restricted herein for residential purposes and for the construction and occupancy thereon of a single-family dwelling in accordance herewith and shall include such dwelling.

(f) "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot, part of The Properties, including land contract vendors and land contract vendees, but not including any mortgagee unless and until such mortgagee shall have acquired such fee simple title pursuant to foreclosure or any proceeding or conveyance in lieu of foreclosure. Where more than one person or entity has an interest in the fee simple title to any lot, the interests of all such persons collectively shall be that of a single owner.

(g) "MEMBER" shall mean and refer to all those owners who are members of the Association, as hereinafter set forth.

(h) "FHA" shall mean and refer to the Federal Housing Administration, United States Department of Housing and Urban Development.

(i) "GENERAL DEVELOPMENT PLAN" shall mean and refer to the plan submitted by the Developer to the FHA showing, in general, the Existing Properties and the proposed Additions to the Existing Properties, and indicating the size and location of each such addition, and the proposed land uses and additional common area, if any, to be contained within each such addition.

(j) "DWELLING UNIT" OR "DWELLING" other than in connection with a dwelling on a single-family lot, shall mean a place of habitation such as each unit of a two-family or duplex structure; each unit of a four-family or fourplex structure; or each apartment, townhouse, or flat in any other type of multiple housing structure.

ARTICLE II

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PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

SECTION 1. EXISTING PROPERTIES. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is more particularly described as follows:

Lots 1 to 194, both inclusive, and Private Park "Aye" of Willow Creek Subdivision #1, part of the northwest quarter (1/4) of Section 11, T. 2S., R. 8E., Canton Township, Wayne County, Michigan, according to the plat thereof recorded in Liber 93 Page(s) 23, 24, & 25, Wayne County Records; and Private Park "Bee" of Willow Creek Subdivision #2, part of the northwest quarter (1/4) of Section 11, T. 2S., R. 8E., Canton Township, Wayne County, Michigan, according to the plat thereof recorded in Liber _____ Page(s) _____ W.C.R.

SECTION 2. ADDITIONS TO THE EXISTING PROPERTIES. Additional properties within the area bounded by MORTON-TAYLOR and LILLEY ROADS, WARREN ROAD and FORD ROAD in CANTON TOWNSHIP, Wayne County, Michigan, may be brought by the Developer under and within the jurisdiction of the Association, provided that such addition(s) is in accord with the General Development Plan. The Additions to the Existing Properties herein authorized shall be brought under and within the jurisdiction of the Association by means of Supplemental Declaration(s) of Covenants and Restrictions, filed of record, with respect to each such addition, which shall extend to such properties, or parts thereof, the scheme of the covenants and restrictions contained in this Declaration, and which shall subject the Lots or dwellings therein to assessment on the basis set forth herein. Neither the General Development Plan or this Declaration shall bind the Developer to make the proposed Additions to the Existing Properties, or any of them, or to adhere to the General Development Plan in any subsequent development of the land shown thereon, and provided, further, that neither this Declaration or any such Supplemental Declaration(s) of Covenants and Restrictions, or the scheme of the covenants and restrictions herein or therein contained, shall apply to any parcel of land within The Properties whether shown as a Lot upon any recorded Plat thereof, or otherwise, used or to be used for a purpose other than the construction and occupancy thereon of a building or buildings for residential purposes or as a private park.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 1. MEMBERSHIP. Every person or entity who is the owner of a Lot or Dwelling which is subject, by this Declaration, to assessment by the Association, shall be a Member of the Association. Membership in the Association is and shall be appurtenant to and may not be separated from ownership of any Lot or Dwelling which is subject to assessment by the Association.

SECTION 2. VOTING RIGHTS. The Association shall have two (2) classes of voting membership: Class A Stock and Class B Stock.

(a) Class A stock shall be issued only to the Developer and the Developer shall be entitled to one (1) share of Class A stock for each Lot or dwelling, or proposed Lot or dwelling, within The Properties, as shown on the General Development Plan, of which it is an Owner. Upon the transfer in fee simple by the Developer of any Lot or dwelling to a new Owner, the share of Class A stock issued to the Developer with respect to such Lot or dwelling shall be canceled. Each share of Class A stock shall be entitled to one (1) vote.

(b) One (1) share of Class B stock shall be issued to each Owner of a Lot or dwelling other than the Developer. Class B stock shall have no voting rights.

(c) At such time as the number of shares of Class A stock issued and outstanding is less than one-third ($1/3$) of the number of shares of Class B stock validly issued and outstanding, all Class A and Class B stock then outstanding, and all stock subsequently issued by the Association, shall be and be deemed to be Class A stock and entitled to one (1) vote per share.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON AREA(S)

SECTION 1. MEMBERS' EASEMENTS OF ENJOYMENT. Subject to the provisions of Section 3 hereof, following, every Member shall have a right and easement of enjoyment in and to the Common Area(s), and such easement shall be appurtenant to and shall pass with the title to every Lot or dwelling.

SECTION 2. TITLE TO COMMON AREA(S). The Developer may retain legal title to the Common Area until such time as it has completed the improvement of the Existing Properties and until such time as, in the opinion of the Developer, the Association is able to maintain the same, but notwithstanding any provision herein contained, the Developer hereby covenants that it shall convey the Common Area to the Association, free and clear of all liens and encumbrances, except easements and rights-of-way of record after January 1, 1972, but not later than three (3) years from the date of recordation of this Declaration.

SECTION 3. EXTENT OF MEMBERS' EASEMENTS. The rights and easements of enjoyment of the Members created herein are, and shall be, subject to the following:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area(s); and

(b) The right of the Association to suspend the voting and enjoyment rights of any Member for any period during which any assessment against his Lot or dwelling remains unpaid, and for a period, not to exceed thirty (30) days, for any infraction by such Member of its published rules and regulations; and

(c) The right of the Association to dedicate or transfer all or any part of the Common Area(s) to any public agency, authority, or utility for such purposes, and subject to such conditions, as may be agreed to by the Members, provided that no such dedication or transfer, or determination as to the conditions thereof, shall be effective unless an instrument signed by the holders of two-thirds ($2/3$) of all outstanding Class A stock has been recorded, agreeing to such dedication or transfer and as to the conditions thereof; and, provided, further, that no such dedication or transfer, or determination as to the conditions thereof, shall be effective unless the prior consent thereto of the CHARTER TOWNSHIP OF CANTON, Wayne County, Michigan, by and through its Township Board, shall have first been obtained.

SECTION 4. DELEGATION OF USE. Any Owner may delegate, in accordance with the Bylaws of the Association, his right of enjoyment in and to the Common Area(s) to the members of his family, his tenants, or to Land Contract Vendees who reside on the property.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENT

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Developer, for each Lot or dwelling owned by it within The Properties, hereby covenants, and each Owner of any Lot or dwelling within The Properties, by acceptance of a deed, or land contract purchaser, therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments or charges; and the annual assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Lot or dwelling and shall be a continuing lien upon the Lot or dwelling against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be the personal obligation of the person(s) who was the Owner of such Lot or dwelling at the time when the Assessment fell due.

SECTION 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties, and in particular, for the operation, maintenance, management and improvement of the Common Area(s), including, but not limited to, the payment of taxes and insurance thereon, the repair and replacement thereof, for additions thereto and improvements thereof, and for the cost of labor, equipment, materials, management and supervision for and in connection with the Common Area(s) and the Association.

SECTION 3. BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS. Beginning January 1, 1972, the annual assessment shall be Fifteen (\$15.00) and no/100 Dollars per Lot or dwelling. From and after January 1, 1973, the annual assessment may be increased to Twenty Five (\$25.00) and no/100 Dollars per Lot or dwelling by the Board of Directors (without a vote of the stockholders), for at least the next succeeding three (3) year period, and thereafter, for succeeding three (3) year periods, unless the Association, at the expiration of any three (3) year period, by the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy, at a meeting duly called for such purpose, shall vote to increase the annual assessment to a sum not to exceed Fifty (\$50.00) and no/100 Dollars per Lot or dwelling for the next succeeding three (3) year period. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual annual assessment for any year at an amount less than the maximum herein otherwise permitted.

SECTION 4. UNIFORM RATE OF ASSESSMENTS. The annual assessments shall be fixed and established at a uniform rate for all Lots and dwellings within The Properties.

SECTION 5. NOTICE AND QUORUM FOR ACTION AUTHORIZED UNDER SECTION 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all Members at least thirty (30) days in advance of such meeting and shall set forth the purpose thereof. At the first meeting so called under Section 3 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60%) per cent of all the votes of the outstanding Class A stock shall constitute a quorum. If the required quorum is not present at such meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent

meeting shall be one-half (1/2) of the required quorum at the preceeding meeting provided that such subsequent meeting shall be held not less than sixty (60) days following the preceeding meeting at which a quorum was not present.

SECTION 6. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES.

The annual assessment provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement, but not later than January 1, 1972. The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The amount of the annual assessment which may be levied for the balance of the term remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment specified in Section 3 hereof as the remaining number of months in that year bear to twelve (12). The same reduction in the amount of assessment, and method of computation thereof shall apply to the first assessment levied against any property which is hereafter added to the Lots or dwellings now subject to assessment at a time other than the beginning of any assessment period. The annual assessments for any year, after the first year, shall become due and payable on the first day of January of said year.

SECTION 7. DUTIES OF BOARD OF DIRECTORS.

The Board of Directors of the Association, subject to the limitations set forth in Section 3 and 4 hereof, shall fix the amount of the assessment against each Lot or dwelling for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and dwellings and the assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall, upon demand and payment of a reasonable charge, furnish to any Owner liable for such assessment(s) a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

SECTION 8. EFFECT OF NON-PAYMENT OF ASSESSMENT: THE PERSONAL OBLIGATION OF THE OWNER: THE LIEN: REMEDIES OF THE ASSOCIATION:

If any assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection thereof, as hereinafter provided, thereupon become a continuing lien on such Lot or dwelling which shall bind such Lot or dwelling in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment(s), however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from that date of delinquency at the rate of six (6%) per cent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot or dwelling and there shall be added to the amount of such assessment(s) the costs of preparing and filing the complaint in such action, or in connection with such foreclosure, and in the event of a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

SECTION 9. SUBORDINATION OF THE LIEN TO MORTGAGES.

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

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ARTICLE VIRESTRICTIONS UPON USE, OCCUPANCY, ETC.SECTION 1. SINGLE-FAMILY DETACHED DWELLINGS.

- (a) Lot Nos. 1 through 60, both inclusive
83 through 161, both inclusive
172 through 176, both inclusive
184 through 194, both inclusive

shall be designated as "single-family detached" lots and shall be used only for residential purposes. No building shall be erected, altered, placed or permitted to remain on any said lot other than one (1) detached single-family dwelling not to exceed two (2) stories in height and a private garage for not more than three (3) cars for the sole use of the owner or occupant of said lot upon which such single-family dwelling and garage shall have been erected; and subject, further, to the additional Covenants and Restrictions hereinafter set forth and imposed upon and against said lots.

(b) The ground floor area of the main dwelling structure of a single-family detached dwelling shall be not less than nine hundred fifty (950) square feet of a one-story dwelling, nor less than seven hundred twenty (720) square feet in the case of a one and one-half story dwelling, nor less than six hundred twenty four (624) square feet in the case of a two-story dwelling and, further, there shall be not less than a combined total of seven hundred twenty (720) square feet on the grade and upper levels of a split level dwelling provided, however, that within each dwelling structure there shall be a minimum floor area of nine hundred fifty (950) square feet, measured from the exterior faces of the exterior walls, exclusive of the area of basements, unfinished attics, attached garages, breezeways, enclosed and unenclosed porches.

(c) No single-family detached dwelling shall be erected or placed on any lot having a width of less than sixty (60) feet at the minimum front building setback line, nor shall any dwelling be erected or placed on any lot having an area less than seven thousand two hundred (7,200) square feet, provide; however, that if any of the above described lots shall be reduced in total area to less than seven thousand two hundred (7,200) square feet by the taking, use or purchase of a portion thereof for a public purpose by a public agency, this provision shall not apply to prohibit the construction of a dwelling upon such lot as reduced in size.

SECTION 2. TWO-FAMILY(DUPLEX) AND/OR FOUR-FAMILY(FOURPLEX)DWELLING

- A. Lot Nos. 61 through 82, both inclusive
162 through 171, both inclusive
177 through 183, both inclusive

shall be designated as two-family (duplex) or four-family (fourplex) lots and shall be used only for residential purposes and private garages for the use of the occupants. No building shall be erected, altered, placed or permitted to remain on any said lot other than a one-family single residence or a two-family (duplex) or a four-family (fourplex) dwelling not to exceed two (2) stories in height.

(1) Garage restrictions for one-family dwellings on said lots shall be the same as Section 1.A of this Article VI.

(2) Garage restrictions for two-family or four-family dwellings on said lots shall be limited to not more than two separate private garages, each of which for not more than two (2) cars for the sole use of the owner and/or occupants of said lot or site upon which such two-family or four-family dwelling and garages have been erected; and subject, further, to the additional Covenants and Restrictions hereinafter set forth and imposed upon and against said lots.

B. (1) The floor area of the main dwelling structure of a one-family detached dwelling on said lots shall be the same as Section 1. (b) of this Article VI.

(2) The total floor area of the main dwelling structure of a two-family (duplex) or a four-family (fourplex) dwelling shall comply with the ordinances and requirements applicable thereto as provided in the Building Code and Zoning Ordinance of the Charter Township of Canton.

(3) No two-family (duplex) dwelling shall be erected or placed on any lot having a width of less than eighty (80) feet at the minimum front building setback line, nor shall any two-family (duplex) dwelling be erected or placed on any lot having an area less than nine thousand six hundred (9,600) square feet; provided, however, that if any of the above described lots shall be reduced in total area to less than nine thousand six hundred (9,600) square feet by the taking, use or purchase of a portion thereof for a public purpose by a public agency, this provision shall not apply to prohibit the construction of a two-family dwelling upon such lot as reduced in size.

(4) No four-family (fourplex) dwelling shall be erected or placed on any lot or combination of one or more lots having a total lot or site width of less than one hundred sixty (160) feet at the minimum front building setback line, nor shall any four-family (fourplex) dwelling be erected or placed on any lot or site having an area less than nineteen thousand two hundred (19,200) square feet; provided, further that no four-family (fourplex) dwelling shall be erected unless approval is first obtained from the appropriate official Board or Agency of the Charter Township of Canton, or its successor, authorizing the construction of four-family (fourplex) dwellings on the lots or combinations thereof as herein designated.

SECTION 3. YARD REQUIREMENTS.

(a) No building shall be located on any lot nearer than twenty-five (25) feet to the front line or nearer than twenty-five (25) feet to a side street lot line, in the case of a corner lot; provided, however, that where a corner lot shares a common rear yard relationship with the lot immediately to the rear thereof, and a common side yard relationship with the block directly across the common separating street, a minimum side yard of ten (10) feet on the street side of such lot shall be permitted. Garage locations on interior and corner lots shall conform to the setback requirements for the main dwelling structure.

(b) Except as above and hereinafter set forth, all single-family detached dwelling structures shall be so located and erected upon the lot as to provide a minimum side yard on one (1) side thereof not less than five (5) feet and the combined total of the two (2) side yards on such lot shall not be less than fifteen (15) feet; provided, however, that in the case of a dwelling structure without an attached garage, there shall be a minimum side yard of at least ten (10) feet on the drive side of the lot and a minimum side yard of at least five (5) feet on the opposite side thereof.

(c) Except as above and hereinafter set forth, all two-family (duplex) dwelling structures and/or four-family (fourplex) dwelling structures shall be so located and erected upon the lot or site as to provide a minimum side yard on one (1) side thereof not less than ten (10) feet and the combined total of the two (2) side yards on such lot shall be not less than twenty (20) feet.

(d) Provided, further, that with the approval of the appropriate official agencies of the CHARTER TOWNSHIP OF CANTON, or its successor, a dwelling structure with an attached garage facing the street may be so located and erected upon the lot as to provide a combined total for the two (2) side yards on each such lot of not less than ten (10) feet, with a minimum side yard of at least five (5) feet on each side thereof.

SECTION 4. The exterior walls of all dwelling structures shall be constructed of brick or brick veneer or stone, or a combination thereof, provided, however, that the use of wood or other building materials such as aluminum or asbestos siding, but not including stucco, on the rears or sides of such structures, above the first floor, in gable ends, on bays and overhangs, or above the window sills, and for trim, decorative and architectural design purposes, shall be permitted.

SECTION 5. Easements for the construction, installation and maintenance of public utilities, and for surface drainage facilities, and for sanitary sewer, storm sewer and water main facilities, are reserved as shown on the recorded Plat and/or as may otherwise appear of record, and as set forth herein. In addition, easements are hereby specifically reserved to the undersigned and their assigns, in, through and across a strip of land six (6) feet in width along all rear lot lines and in, through and across a strip of land three (3) feet in width along all side lot or site lines for the installation, where necessary, and maintenance of telephone and electric lines and conduits, sanitary and storm sewers, water mains, gas lines, and for surface drainage purposes, and for the use of any public utility service deemed necessary or advisable by the undersigned. The use of such easements, or parts thereof, may be assigned by the undersigned at any time, to any person, firm, corporation, governmental agency or municipal authority or department furnishing one or more of the foregoing services and/or facilities, and any such easement herein reserved may be relinquished and waived, in whole or in part, by the undersigned by the filing for record of an appropriate instrument of relinquishment. Within all of the foregoing easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such service facilities and utilities, including underground electrical and telephone local distribution systems, or which may change, obstruct or retard the flow or direction of water in and through drainage channels in the easements, nor shall any change, which may obstruct or retard the flow of surface water or be detrimental to the property of others, be made by the occupant in the finished grade of any lot once established by the builder upon completion of construction of the house thereon. The easement area of each lot and all improvements in it shall be maintained in a presentable condition continuously by the owner of the lot, except for those utilities for which a public authority or utility company is responsible, and the owner of the lot shall be liable for damage to service facilities and utilities thereon, including damage to electric, gas, and telephone distribution lines and facilities therein.

SECTION 6. All lots within The Properties shall have a lawn installed and shrubbery planted by the owner thereof within one (1) year after the completion of the dwelling structure located thereon, to eliminate or minimize surface erosion.

SECTION 7. All public utilities such as water mains, sanitary sewers, storm sewers, gas mains, electric and telephone local subdivision distribution lines, and all connections to same, either private or otherwise, shall be

installed underground; provided, however, that above ground transformers, pedestals, cable and/or other feeder pole lines, and other above ground electric and telephone utility equipment associated with or deemed necessary by The Detroit Edison Company and the Michigan Bell Telephone Company, or the undersigned, for underground utility installations and distribution systems, and surface and off-site open drainage channels and facilities, as well as street lighting stanchions, shall be permitted. The said LOTS 1 through 194, both inclusive, above described, are, in addition, subject to the terms of an Agreement and to the terms of an Easement Grant and Declaration of Restrictions in each case, between the undersigned and The Detroit Edison Company and the Michigan Bell Telephone Company, which instruments may now be or will hereafter be recorded in the Wayne County Records, and in each case relating to the installation and maintenance of underground electric and communication service and facilities, and which instruments are, by this reference, incorporated herein.

SECTION 8. No fence or wall shall be erected, placed or altered on any lot nearer to the front street than the front building setback line, or nearer to the side street on corner lots than the side building setback line, and, provided, further, that no fence more than forty-eight (48) inches in height shall be constructed, except that solid fences or walls erected for the purpose of creating privacy for the occupant of a lot may be constructed to, but shall not exceed seventy-two (72) inches in height, and may be located only along rear lot lines and side lot lines no closer than the rear of the building on such lot and not beyond the side building setback line on the street side in the case of a corner lot.

SECTION 9. Anything herein contained to the contrary notwithstanding, the undersigned, its successors and assigns, its or their agents, employees and sales representatives may use and occupy any lot or house built in The Properties as a sales office for the handling of sales of lots and/or houses therein or other lands in the TOWNSHIP OF CANTON owned by the undersigned, until all of the lots and/or houses to be built on said lands shall have been sold, and, further, may construct fences otherwise in violation of SECTION 8 above in front of, or along side of model or display houses during such sales period; provided, however, that at such time as such model or display house is sold, any such fence or portion thereof otherwise in violation of SECTION 8 above shall be removed by the builder of such model or display house.

SECTION 10. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

SECTION 11. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

SECTION 12. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs of any size used by the builder or developer to advertise the property during the construction and sales period above described.

SECTION 13. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

SECTION 14. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Incinerators shall be of a type which minimize offensive odors when in use.

SECTION 15. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of a street property line extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway of alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARTICLE VII

GENERAL PROVISIONS

SECTION 1. DURATION. This Declaration and the covenants and restrictions herein created shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement and instrument of change shall be effective unless made and recorded at least three (3) years in advance of the effective date of such change, and unless written notice of proposed agreement and instrument of change is sent to every Owner at least ninety (90) days in advance of any action taken; and, provided, further, that no such agreement and instrument of change affecting, in any way, the common area(s) within the Properties shall be effective unless the prior consent thereto of the CHARTER TOWNSHIP OF CANTON, Wayne County, Michigan, by and through its Township Board, shall have first been obtained.

SECTION 2. NOTICES. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

SECTION 3. ENFORCEMENT. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 4. SEVERABILITY. Invalidation of any one or more of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

WITNESS:

PRACTICAL HOME BUILDERS, INC.
A Michigan Corporation

Patricia J. Quin
Patricia J. Quin

By: Samuel Hechtman
Samuel Hechtman, President

Shreda Saretsky
Shreda Saretsky

And: Nathan I. Goldin
Nathan I. Goldin, Secretary

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SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS

THIS SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS, hereinafter referred to as the "Supplemental Declaration", made this 15th day of November, 1972, by PRACTICAL HOME BUILDERS, INC., a Michigan Corporation, hereinafter referred to as the "Developer", whose address, for purposes hereof, is 21790 Coolidge Highway, Oak Park, Michigan 48237.

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property situated in the CHARTER TOWNSHIP OF CANTON, Wayne County, Michigan, more particularly described as follows:

Lots 200 to 331, both inclusive, and Private Parks "Cee", "Dee" and "Eff" of Willow Creek Subdivision #3, part of the West 1/2 of Section 11, Town 2 South, Range 8 East, Canton Township, Wayne County, Michigan, according to the plat thereof recorded in Liber 94, Pages 22, 23 and 24, Wayne County Records; and

Lots 332 to 465, both inclusive, of Willow Creek Subdivision #4, part of the Southwest (1/4) of Section 11, Town 2 South, Range 8 East, Canton Township, Wayne County, Michigan, according to the plat thereof recorded in Liber 94, Pages 36 and 37, Wayne County Records; and

WHEREAS, the Developer desires to create thereon a residential community with permanent parks, open space and common facilities appurtenant thereto for the benefit of such residential community, and to provide for the preservation of the value of and amenities in such residential community, and for the preservation and permanent maintenance of the parks, open space and common facilities appurtenant thereto; and

WHEREAS, the Developer desires to extend to the foregoing real property the scheme of the Declaration of Covenants and Restrictions contained within that certain Declaration of Covenants and Restrictions pertaining to WILLOW CREEK SUBDIVISION NO. 1 adjacent thereto, hereinafter referred to as the "Declaration", dated June 1, 1971, and recorded in Liber 17841, Pages 908 through 919, both inclusive, Wayne County Records, as therein limited, and to subject the foregoing lots to assessment, and to the charge and lien therefor, on the basis and for the purposes set forth in the Declaration, and to extend to the foregoing lots the jurisdiction and effect of the WILLOW HOMES ASSOCIATION for the purposes, and on the basis, set forth in the Declaration; and

WHEREAS, the real property described above is located within the area bounded by MORTON-TAYLOR and LILLEY ROADS, WARREN ROAD and FORD ROAD in CANTON TOWNSHIP, Wayne County, Michigan, and constitutes a planned addition, which is in accordance with the General Development Plan, to The Properties as defined, and for the purposes set forth and described in the Declaration; and

WHEREAS, the Developer desires to extend and apply to the real property described above all of the provisions of the Declaration and to incorporate the same herein by reference, except Article VI, Section 2 of the Declaration, to-wit: TWO-FAMILY (DUPLEX) AND/OR FOUR-FAMILY (FOURPLEX) DWELLINGS consisting of Subsections A. through B.(4), both inclusive.

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RECORDED NOV 15 1972 AT
BERNARD J. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY, MICHIGAN 48226

NOW, THEREFORE, the Developer hereby declares that the real property described above is, and shall be, held, transferred, sold, conveyed and occupied subject to all of the covenants, restrictions, easements, charges and liens set forth in or made applicable by this Supplemental Declaration, each of which is for the benefit of and shall run with and bind the real property and each owner thereof, except Article VI, Section 2 of the Declaration, to-wit: TWO-FAMILY (DUPLEX) AND/OR FOUR-FAMILY (FOURPLEX) DWELLINGS consisting of Subsections A. through D:(4) both inclusive.

Payment of annual assessments to the Willow Homes Association on said real property shall commence January 1, 1974 in accordance with the schedule of annual assessment payments set forth in ARTICLE V, SECTION 3. BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS.

That Lots 200 to 331, both inclusive, of Willow Creek Subdivision #3, part of the West 1/2 of Section 11, Town 2 South, Range 8 East, Canton Township, Wayne County, Michigan, according to the plat thereof recorded in Liber 94, Pages 22, 23 and 24, Wayne County Records; and Lots 332 to 465, both inclusive, of Willow Creek Subdivision #4, part of the Southwest 1/4 of Section 11, Town 2 South, Range 8 East, Canton Township, Wayne County, Michigan, according to the plat thereof recorded in Liber 94, Pages 36 and 37, Wayne County Records, are hereby designated as "single-family detached" lots, and shall be used only for residential purposes.

WITNESS:

Patricia J. Quin
Patricia J. Quin

Michael C. Hechtman
Michael C. Hechtman

PRACTICAL HOME BUILDERS, INC.
A MICHIGAN CORPORATION

By: *Samuel Hechtman*
Samuel Hechtman, President

And: *Nathan I. Goldin*
Nathan I. Goldin, Secretary

STATE OF MICHIGAN)
COUNTY OF OAKLAND) ss.

On this 15th day of November, 1972, before me, a Notary Public in and for said County, personally appeared Samuel Hechtman and Nathan I. Goldin, to me personally known, who being by me duly sworn, did each for himself say that they are respectively the President and Secretary of PRACTICAL HOME BUILDERS, INC., a Michigan Corporation, the Corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed in behalf of said Corporation, by authority of its Board of Directors; and said Samuel Hechtman and Nathan I. Goldin acknowledged said instrument to be the free act and deed of said Corporation.

Patricia J. Quin
Patricia J. Quin, Notary Public
Oakland County, Michigan

My Commission Expires: 2/3/76

When recorded return to:

Samuel Hechtman
21790 Coolidge Highway
Oak Park, Michigan 48237

Drafted by:

Samuel Hechtman
21790 Coolidge Highway
Oak Park, Michigan 48237