

DECLARATION OF RESTRICTIONS FOR CRYSTAL CREEK SUBDIVISION #1

WHEREAS, the undersigned, THE MAPLE GROUP III LIMITED PARTNERSHIP, whose address is 7001 Orchard Lake Road, Suite 130, West Bloomfield, MI 48322 (hereinafter referred to as “Declarant”) is the owner in fee simple of the lands hereinafter described, and hereinafter referred to as the “Subdivision”, desires to create a planned community with private park(s), called “Common Area” for the Township, County of Washtenaw, State of Michigan on real property more particularly described on Exhibit A attached hereto now known as Crystal Creek Sub. No. 1, recorded April 19, 1995 in Liber 29 of Plats, pp 94-99.

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values and amenities in the Subdivision (and in all contiguous subdivision(s) it may elect to develop in its sole discretion) and for the maintenance of the Common area, and to this end desires to subject the Subdivision and the Common Area to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Subdivision and each Owner of the Lot therein; and

WHEREAS, Declarant deemed it desirable, for the efficient preservation of the values and amenities in the Subdivision, to create a legal entity to own, maintain and administer the Common Area and facilities that may be constructed thereon, the subdivision signs, entrances, including, without limiting the generality thereof, plantings, shrubs, trees, sprinkling systems, if any, within any right of way or cul-de-sac, entrance walls or monuments, interior walks or bike paths, drainage and storm sewer systems, and retention ponds, if any, and to maintain and preserve any wetlands and woodlands, and to collect and disburse the assessments and charges hereinafter created, for such purposes, and to promote the recreation, health, safety and welfare of the residents; and

NOW THEREFORE, in consideration of the mutual benefits to be derived by the undersigned, its successors and assigns, and all intending purchasers, and future Owners of the various Lots comprising the Subdivision, the undersigned Declarant for itself, its successors and assigns does hereby publish, declare and make known to all intending purchasers and future Owners of the various Lots comprising the Subdivision, that the same will and shall be used, held, and/or sold expressly subject to the following conditions, restrictions, covenants and agreements which shall be incorporated by reference in all deeds of conveyance and contracts for the sale of said Lots and shall run with the land and be binding upon all grantees of individual Lots in the Subdivision and on their respective heirs, personal representatives, successors and assigns.

ARTICLE I

DEFINITIONS

- A. “Association” shall mean and refer to the Crystal Creek Subdivision Association, a Michigan Non-Profit Corporation, its successors and assigns
- B. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the free simple title to any Lot which is a part of the Subdivision and any future subdivisions hereafter annexed, or the land contract purchaser thereof, but excluding those having any interest merely as security for the performance of an obligation.
- C. “Common Area” shall mean those areas of land within the Subdivision (including the improvements thereto) now or hereafter owned by the Association for the common use and enjoyment of the Owners and shall also include without limiting the generality thereof plantings, shrubs, trees and sprinkling systems within any right of way or cul-de-sac, or private easement for landscaping as shown on the plat, entrance walls or monuments, interior bike paths and walks, subdivision signs, and other improvements as may be provided from time to time. The Common Area to be owned by the Association shall be all areas designated on the plat as it now exists or as it may from time to time be modified or extended, as parks or park areas and all other areas designated on the plat, if any, as common areas or woods.
- D. “Lot” shall mean and refer to any numbered lot shown on the recorded plat of the subdivision and any future subdivisions hereafter annexed.
- E. “Declarant” shall mean the individual or entity executing these Restrictions and any successor or assign.
- F. “Declaration” shall mean and refer to this Declaration of Restrictions, as recorded in the office of the Washtenaw County Register of Deeds, State of Michigan.
- G. “Member” shall mean and refer to those persons entitled to membership in the Association, as provided in this Declaration.
- H. “Committee” shall mean the architectural control committee appointed and maintained in accordance with Article II hereof.
- I. “Flood Plain” shall mean that area designated on the recorded plat of Crystal Creek Subdivision identified as a flood plain or flood plain area. If the 100 year flood plain area depicted in any such plat is revised by the United States Army Corp of Engineers and the Michigan Department of Natural Resources, to remove such area from the 100 year flood plan, such property may be used for future development.

- J. “Wetlands” shall mean that area described within a recorded plat of Crystal Creek Subdivision and identified within such plat as a wetland.
- K. “Woodlands” shall mean that area within a recorded plat of Crystal Creek Subdivision identified as a woodland area.
- L. “Phase” shall mean a contiguous platted subdivision(s) and such common area and improvements within such subdivision, as Declarant in its sole discretion may elect to make subject to the covenants and restrictions, easements, changes and liens of this Declaration as hereinafter set forth.

ARTICLE II

ARCHITECTURAL CONTROL

No house, building, fence, wall, deck, swimming pool, outbuilding or other structure, landscaping or exterior improvement shall be commenced, erected or maintained on any Lot, nor shall any exterior addition to or change or alteration therein or change in the exterior appearance thereof or change in landscaping be made until the plans and specifications showing the nature, kind, size, shape, height, colors, materials, topography and location of the same on the Lot shall have been submitted to and approved in writing by the Architectural Control Committee (the “Committee”) composed of three (3) persons appointed by the Declarant. Each member of the Committee shall serve for a period of one (1) year, or until replaced by a subsequent appointee.

- A. Plans and specifications for final approval by the Committee shall include the following:
 - 1. Complete plans and specifications sufficient to secure a building permit in the Township of Pittsfield, including a dimensioned plot plan showing Lot and placement of residence, garage, outbuilding and fences (if any).
 - 2. Front elevation, side elevations and rear elevation of building, plus elevations of walls and fences (if any).
 - 3. A perspective drawing if deemed necessary by the Committee to interpret adequately the exterior design.
 - 4. Data as to size, materials, colors and texture of all exteriors including roof coverings, fences (if any) and walls.
 - 5. One set of blueprints shall be left with the Committee until construction is complete.

- B. Preliminary plans may first be submitted for preliminary approval
- C. No approval by the Committee shall be valid if the structure or improvement violates any of the restrictions set forth in Articles III and IV of this Declaration, except in cases where waivers have been granted as provided for in the said Articles.
- D. The Committee may disapprove plans because of noncompliance with any of the restrictions set forth in Article III of this Declaration, or because of reasonable dissatisfaction with the grading and drainage plan, the location of the structure on the Lot, the materials used, the color scheme, the finish, design, proportions, shape, or appropriateness of the proposed improvement or alteration or because of any matter or thing, which in the reasonable judgment of the Committee, would render the proposed improvement or alteration inharmonious or out of keeping the objects of the Committee or with improvements erected on other Lots in the Subdivision. All owners, by accepting ownership of their Lot, acknowledge that the primary purpose for providing for architectural control is to insure 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, Declarant or the Architectural Control Committee, as the case may be, shall be deemed to have broad discretion in terms of determining what dwellings, fences, walls, hedges, structures or improvements will be permitted and are in keeping with the aesthetic beauty and desirability of the Subdivision and are otherwise consistent with the purposes of these Restrictions.
- E. In the event the Committee fails to approve or disapprove plans within thirty (30) days after submission, then such approval will not be required, but all other limitations, conditions and restrictions set forth in this Declaration shall apply and remain in force as to such plans.
- F. Committee approval shall be deemed given if the plans, and specifications submitted for approval are marked or stamped as having been finally approved by the Committee, and are dated and signed by a member of the Committee who was validly serving on the Committee on the date of such approval.
- G. In no event shall either Declarant or the Committee have any liability whatsoever to anyone for their approval or disapproval of plans, drawings, specifications, elevations or the dwellings, fences, walls, hedges or other structures subject thereto, whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty or otherwise. By way of example, neither Declarants nor the Committee shall have liability to anyone for approval of plans, specifications, structure or the like which are not in conformity with the provisions of this Declaration, or for disapproving plans, specifications, structures or the like which arguably are in conformity with the provisions hereof. In addition, the Committee shall not be required to pass upon any technical aspects of construction or whether construction meets zoning, building code or safety requirements. The Committee's approval shall merely mean that the plans are in compliance with the intent and purpose of these restrictions and shall not be construed as to imply that the Committee has passed upon any other aspects of the plans, nor shall such approval imply that the building plans or

specifications comply with zoning, building codes, safety requirements or regulations.

- H. At the time that plans are submitted for approval, the party submitting the plans shall pay Declarant the sum of Two Hundred Fifty and 00/100 (\$250.00) Dollars to defray the costs of architectural control activities.

As such time as all of the Lots in the subdivision are sold by Declarant and dwellings are erected thereon, or at such earlier time as Declarant may, in its sole discretion, elect, Declarant may assign, transfer and delegate architectural control responsibilities in whole or in part, to the Association or to any other party or entity. At that time, the Association or such other party or entity shall become responsible for electing or appointing the Committee members and Declarant shall have no further responsibilities or duties. All structures erected by Declarant are exempt from this Article. The Association may decide, after Declarant has transferred architectural control to abolish the Committee.

ARTICLE III

BUILDING AND USE RESTRICTIONS FOR THE SUBDIVISION

- A. Use of Lots. All Lots shall be used and occupied for single family residences only, and no building of any kind whatsoever shall be erected, re-erected, moved or maintained thereon except one single family dwelling house and appurtenant building on each Lot, as hereinafter provided. Such dwelling house shall be designed and erected for occupation by a single family dwelling house and appurtenant buildings on each Lot, as hereinafter provided. Such dwelling house shall be designed and erected for occupation by a single private family. A private attached garage for the sole use of the respective Owner or occupant of the Lot upon which said garage is erected may also be erected and maintained.
- B. Character and Size of Buildings. No plan for any dwelling will be approved unless the proposed dwelling has the minimum square footage required from time to time by Pittsfield Township. All computations of livable floor for determination of the permissibility of erection of a residence shall be exclusive of garage, porches or terraces. All garages must be attached and architecturally related to the dwelling. No garage shall provide space for less than two (2) automobiles nor more than three (3) automobiles. Carports are specifically prohibited.

C. Minimum Yard Requirements. No building on any Lot shall be erected other than in accordance with the requirements of the Pittsfield Township Zoning Ordinances. Approval of a variance by both the Committee and Pittsfield Township Board of Appeals shall be deemed a valid waiver of this Restriction.

D. Animals. No farm animals, livestock or wild animals shall be kept, bred or harbored on any Lot, nor shall any animals be kept or bred for commercial purposes. Domestic animals commonly deemed to be household pets may be kept by the Owner and members of his household so long as such pets are not objectionable or offensive to others. In no event shall more than two (2) such pets be kept or harbored on any Lot.

Any dog kept by a resident on his premises shall be kept on a leash or in a dog run or pen, and shall not be allowed to run loose or unattended. No dog runs or pens shall be permitted to be erected or maintained unless located within the rear yard adjacent to a wall of the main dwelling or garage and facing the rear of the interior of the Lot, nor shall such runs or pens extend beyond the end of the dwelling or garage into the side yard. Written permission for such dog run(s) must be obtained from the Architectural Control Committee.

E. Fences, Walls, Hedges, Etc. No fence, wall or hedge of any kind shall be erected or maintained on any Lot without prior written approval of the Committee. No fence, wall or hedge shall be maintained or erected which blocks or hinders vision at street intersections. No chain link fence shall be permitted. No fence, wall or hedge shall be erected, placed or maintained in front of or along the front building line of a Lot.

F. Easements.

(1) Crystal Creek Drainage District. The Declarant has entered into an Agreement with the Washtenaw County Drain Commissioner, acting on behalf of the Crystal Creek Drainage District, providing for the construction of the Crystal Creek Drain. The Agreement requires certain lands in the Subdivision be deeded to the Crystal Creek Drainage District for construction of a drain; and that the owners of lots in the Subdivision will be subject to assessments for the operation, inspection and maintenance of the Drain. As to any area on the recorded plat for Crystal Creek Sub. No. 1 or any phases thereafter added shown to be subject to public or private easements to the Washtenaw County Drain Commissioner, such areas shall be subject to a perpetual and permanent easement in favor of the Washtenaw County Drain Commissioner and/or the Crystal Creek drainage district or any other applicable drainage district (collectively referred to herein as "Drain Authorities") and Drain Authorities' successors, assigns and transferees in, over, under and through the property described on the Plat which easements and rights may not be amended or revoked except with the written approval of the Drain Authorities and which easements contain the following terms and conditions and grants:

- a) The easements shall be for the purpose of developing, establishing, constructing, repairing, maintaining, deepening, cleaning, widening, and performing any associated construction activities and grading in connection with any type of drainage facilities or storm drains, in any size, for, shape or capacity;
 - b) The Drain Authorities shall have the right to sell, assign, transfer, or convey the easements granted on the plat to any other governmental unit;
 - c) No lot owner in the subdivision shall build or convey to others any permanent structures on the easements;
 - d) No lot owner in the subdivision shall build or place on the area covered by the easements any type of structure, fixture or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either actually or threaten to impair, obstruct, or adversely affect the right of the Drainage Authorities under the easements;
 - e) Drain Authorities and their agents, contractors and representatives shall have the right of entry on, and to gain access to, the property covered by the easements;
 - f) All lot owners in the subdivision by their acceptance of deed to their lots are deemed to and hereby release Drain Authorities, their successors, assigns or transferees from any and all claims to damages in any way arising from or incident to the construction and maintenance of drain facilities or sewer facilities or otherwise arising from or incident to the exercise by the Drain Authorities of their rights under the easements on the plat and hereunder and all lot owners covenant not to sue the Drain Authorities for any such damages;
 - g) Notwithstanding anything contained to the contrary in this Declaration, the rights granted to the Drain Authorities and their successors and assigns may not be amended without the express written consent of the Drain Authorities. Any purported amendment or modification of the rights granted hereunder and under the plat shall be void and without legal affect unless agreed to in writing by the Drain Authorities, their successors and assigns.
- (2) Ellsworth Road. It is anticipated that Declarant will be granting an easement to the Washtenaw County Road Commission for the purpose of widening Ellsworth Road.
- (3) Utilities Easements for the installation and maintenance of utilities, underground television cable, sewer lines, water mains, drainage lines, surface drainage swales, or any other improvements which would serve the residents of the Subdivision, are reserved to Declarant, its successors and assigns, as shown on the recorded plat, and also in, on, under and over a strip of land up to eighteen (18) feet in width on each side of and along the front of each Lot. The use of all or a part of such easements may at any time or

times hereafter be granted or assigned by Declarant, its successors or assigns, to any person, firm, corporation, governmental until or agency which furnishes such services or utilities.

- (4) Signage. A temporary easement is also reserved by Declarant within, on and upon the rear and side set back areas of Lots 1, 40, 44, 45, and 47 of Crystal Creek Subdivision, by Declarant for placement of temporary signs advertising buildings in the subdivisions so long as there remains any lot not built upon in the Subdivision (or any contiguous subdivisions made subject to these Restrictions) and until such lot is sold. Further Declarant reserves a permanent easement with the island located at the entrance immediately closest to Ellsworth for purpose of erecting and maintaining signs identifying the subdivision(s). All signs shall comply with the ordinances of Pittsfield Township.
- (5) General. No buildings may be constructed or maintained over or on any easements; however, after the aforementioned utilities have been installed, planting, fencing (where permitted), or other Lot line improvements shall be allowed, so long as they do not violate the provisions of this Article and do not interfere with, obstruct, hinder, or impair the drainage plan of the subdivision and so long as access be granted, without charge or liability for damages, for the installation and/or maintenance of the utilities, drainage lines and/or additional facilities; and provide as to Lots 1 and 47 of Crystal Creek Subdivision such planting and shrubs do not interfere with the visibility or maintenance of signs placed with such areas by Declarant.
- (6) Other. Private easements for public utilities have been granted and reserved on the plat of the Subdivision.

- G. Wells. No well shall be dug, installed or constructed on any Lot.
- H. Temporary Structures. Trailers, tents, shacks, sheds, barns, or any temporary buildings of any description whatsoever, are expressly prohibited and no temporary occupancy shall be permitted in unfinished residential buildings. However, the erection of a temporary storage building for materials and supplies to be used in the construction of a dwelling by a licensed builder, and which shall be removed from the premises upon completion of the building is permitted, if allowed by governmental authorities.
- I. Sales Agency and/or Business Office. Notwithstanding anything to the contrary elsewhere set forth herein, Declarant and/or and builders which it may designate, may construct and maintain a sales agency and a business office upon any Lots which they may select, or may use a model house for such purposes, and Declarant and such designated builders may continue to do so until such a time as all of the Lots in which Delarant or such designated builders have an interest are sold by them.
- J. Lease Restrictions. No owners of any Lot shall lease and/or sublet less than the whole of any dwelling on any Lot.

- K. Signs. No sign or billboard shall be placed, erected, or maintained on any Lot, except one sign advertising the Lot, or the house and Lot for sale or lease, which said sign shall have a surface of not more than five (5) square feet, and the tops of which shall not be more than three (3) feet above the ground; provided, however, that such sign shall have been constructed and installed in a professional manner. Any such sign shall be kept clean and in good repair during the period of its maintenance on the side Lot, and shall in no event be placed and maintained nearer than twenty-five (25) feet from the front lot line. Any such sign must be in compliance with all signage ordinances as may be adopted by Pittsfield Township from time to time. The provisions of this paragraph shall not apply to such signs as may be installed or erected on any Lot by Declarant, or any building which it may designate during the initial period of construction of houses, or during such periods as any residence is used as a model or for display purposes.
- L. Destruction of Building by Fire, Etc. Any debris resulting from the destruction in whole or in part of any dwelling or building on any Lot shall be removed with all reasonable dispatch from such Lot in order to prevent an unsightly condition.
- M. Landscaping. Upon completion of a residence on any of the Lots, the Owner thereof (and the word "owner", as used in this connection, is intended to mean the party who purchases a residence from the builder thereof, and each subsequent purchaser) shall cause the Lot owned to be finished-graded and seeded or sodded and suitable landscaped as soon after the completion of construction as weather permits. The Lot and the drainage ditch, if any, contiguous to each Lot shall be kept free of weeds by the Owner thereof. All landscaping and lawns shall be well-maintained at all times.
- N. Driveways. All driveways shall be constructed of concrete or concrete with paving brick unless the Committee shall approve an alternate paving material. The initial plans, submitted to the committee in accordance with Article II hereof, shall designate the location of the driveway and the building materials to be used for approval by the Committee.
- O. General Conditions.
- (1) No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and the same shall not be kept except in sanitary containers properly concealed from public view. Garbage containers shall not be left at the road for more than twenty-four (24) hours in any one week.
 - (2) No house trailers, commercial vehicles, boat trailers, boats, camping vehicles or camping trailers may be parked on or stored on any Lot, unless stored fully enclosed with an attached garage. Commercial vehicles and trucks shall not be parked in the Subdivision or on any Lot therein, except while making normal deliveries or pickups in the normal course of business. However, a construction trailer may be maintained by each builder offering

new houses for sale, only during the period when new houses are under construction in the Subdivision by that builder.

- (3) No laundry shall be hung for drying in such a way as to be visible from the street on which the dwelling fronts, and in the case of corner Lots, such laundry shall not be hung so that it will be visible from the streets on which the dwelling fronts and sides.
- (4) All homes shall be equipped with electric garbage disposal units in the kitchen.
- (5) The grade of any Lot or Lots in the Subdivision may not be changed without the written consent of the Committee. This restriction is intended to prevent interference with the master drainage plans for the Subdivision.
- (6) No "through the wall" air conditioners may be installed on the front wall or in any front window of any building.
- (7) No outside compressors for central air conditioning units may be located other than in the rear yard and must be installed and maintained in such a manner so as to create no nuisance to the residents of adjacent dwelling.
- (8) No basketball backboards or hoops may be installed or placed on any Lot in such a manner as to be visible from the street on which the dwelling fronts, and in the case of corner Lots, such basketball backboards or hoops shall not be installed or placed so that they will be visible from the streets on which the dwelling fronts and sides.
- (9) All Lots in the Subdivision shall be used exclusively for single family residential purposes. Except as specifically permitted herein, no structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single family dwelling not to exceed two and one-half (2 ½) stories in height, which may include an attached garage.
- (10) No part of any dwelling or other structure shall be used for any activity normally conducted as business.
- (11) No outside television antenna or other antenna or aerial, saucer or similar device shall be placed, constructed, altered or maintained on any Lot or any home constructed thereon, unless the Committee or the Declarant determines, in their sole discretion, that the absence of any such device creates a hardship with respect to a particular Lot.
- (12) It shall be the responsibility of each Lot Owner to prevent the occurrence of any unclean, unsightly, or unkept condition of buildings or grounds on each Owner's Lot. No lawn ornaments, sculptures or statues shall be placed or remain on any Lot without the prior written permission of the Committee or the Declarant.

- (13) No noxious or offensive activities shall be carried upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighbor.
- (14) No Lot shall be subdivided, or its boundary lines changed, except with the written consent of the Committee or Declarant. However, Declarant hereby expressly reserves the right to re-plat any two (2) or more Lots shown on the plat or preliminary plat of the Subdivision in order to create a modified building lot or lots and to take such other steps as are reasonably necessary to make such replatted lots suitable or fit as building sites to include, but not be limited to, the relocation of easements, walk-ways and right-of-ways to conform to the new boundaries of said re-platted lot.

Anything contained herein to the contrary notwithstanding, no building and use restriction contained in this Article shall be deemed to limit the authority, control and power of the Committee with respect to its right to approve plans for construction on Lots.

ARTICLE IV

PRESERVATION OF WOODLAND AREAS

The restrictions and limitations of this Article shall apply to all areas depicted as Woodlands and designated as such within a recorded plat of Crystal Creek Subdivision.

- A. Tree Protection. No standing, living deciduous or evergreen tree within the woodlands area shall be removed or deliberately damaged or destroyed.
- B. Development. No building, outbuilding, addition, deck, patio, swimming or wading pool, tennis court or other improvement or development of any kind shall be permitted within a designated woodland preservation area, except in compliance with the ordinances of Pittsfield Township.
- C. Maintenance. Nothing contained in this Article shall be construed to limit or prohibit within the woodlands area the removal of brush and scrub growth, the regular trimming, pruning and maintenance of the trees, the removal of diseased or dying trees or the trimming or removal of trees which could or might reasonably be expected to cause injury to persons or property in compliance with the ordinances of Pittsfield Township.
- D. The following activities are permitted with Woodlands areas without a Use Permit issued by Pittsfield Township, unless otherwise prohibited by statute or ordinance:
 - (1) The removal or trimming of diseased and/or damaged trees or other woody vegetation, provided that the damage resulted from an accident or

nonhuman cause, and provided further that the removal of trimming is accomplished through the use of standard forestry practices and techniques;

- (2) Conservation of soil, vegetation, water, fish, wildlife and other natural resources;
- (3) Outdoor recreation, including play and sporting areas, field trails for nature study, hiking and horseback riding, boating, trapping, hunting and fishing where otherwise legally permitted and regulated;
- (4) The operation and maintenance of existing dams and other water control devices, if in compliance with all applicable statutes and ordinances; and
- (5) The installation of driveways and roads where alternative means of access are proven to be impractical, if permitted by Pittsfield Township.

E. Waiver. The restrictions and limitations of this Article may be waived in whole or in part by the Committee in appropriate cases, in the sole judgment of the Committee, so long as the granting of such waiver does not substantially change the character of the Woodlands Areas and does not violate Pittsfield Township Woodland Ordinances and that all necessary approvals and use permits are obtained from Pittsfield Township.

REMOVAL OF TREES IN NON-WOODLAND AREAS

Anything contained herein to the contrary notwithstanding, no trees measuring six (6) inches or more in diameter at ground level may be removed (even if such a tree is located outside of a designated Woodlands Area) without the written approval of the Committee, and a plan for preservation of trees in connection with the construction process is delivered to the Committee prior thereto. It shall be the responsibility of each Lot Owner to maintain and preserve all large trees on the Owner's Lot, which responsibility includes welling trees, if necessary. Provided, however, no permission shall be necessary for the removal of trees which fall within the area being used for the construction of a home which shall include all areas within ten (10) feet of the outer walls of a home and the areas with a driveway, utility easements or rights-of-way.

ARTICLE V

BUILDINGS AFFECTED BY FLOOD PLAIN

A. Location of Flood Plain. The 100-year flood elevation of the Upper Paint Creek Drain within the plat of Crystal Creek Subdivision is 820 feet (N.G.V. datum)

No filling or occupation of the Flood Plain shall take place without prior written approval from the Michigan Department of Natural Resources. The Flood Plain restrictions contained herein are to be observed in perpetuity, excluded from any time limitations set forth in the Declaration, and may not be amended.

- B. Residences Within the Areas Affected by Flood Plains. Any building used or capable of being used for residential purposes and occupancy within or affected by a flood plain shall:
- (1) Have lower floors, excluding basements, not lower than the elevation of the contour defining the flood plain limits.
 - (2) Have openings into the basement not lower than the elevation of the contour defining the flood plain limits.
 - (3) Have basement walls and floors, below the elevation of the contour defining the flood plain limits, watertight and designed to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the flood plain limits following methods and procedures outlined in Chapter 5, type A construction and Chapter 6 for class 1 loads found in "Flood Proofing Regulations" EP 1165 2 314 prepared by the Office of the Chief of Engineers, US. Army, Washington, DC. June 1972. Figure 5, Page 14.5 of the regulations show typical foundations drainage and waterproofing details. This document is available, at no cost, from the Department of Natural Resources, Land and Water management Division, Steven T. Mason Building, PO Box 30028, Lansing, Michigan 48909, or Department of the Army, Corps of Engineers, Publications Depot, 890 S. Pickett, Alexandria, Virginia 22304 and is adopted by reference herein.
 - (4) Be equipped with a positive means of preventing sewer backup from sewer lines and drains which serve the building.
 - (5) Be properly anchored to prevent flotation.

ARTICLE VI

WETLANDS

No building, structure, or addition, deck, patio, swimming or wading pool, tennis court or other improvement or development of any kind shall be permitted within a designated Wetland area, as depicted within the recorded plat of Crystal Creek Subdivision.

The Wetlands area may only be used for passive recreation uses such as hiking and nature study and for installation and/or repair of improvements and utilities to the Subdivision as the Michigan Department of Natural Resources may allow.

The Wetlands are to remain substantially in their natural condition, unless the designation of the Wetlands area is ever altered by the Michigan Department of Natural Resources.

ARTICLE VII

HOMEOWNERS ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Establishment of Non-Profit Corporation. There is hereby established an association of Owners to be known as the CRYSTAL CREEK SUBDIVISION HOMEOWNER'S ASSOCIATION. Such Association shall be organized as soon as practicable after the recording of these Deed Restrictions. The Association shall be organized as a non-profit corporation for a perpetual term under the laws of the State of Michigan and shall have such powers as are enumerated in this Declaration as well as those set forth in the corporate By-Laws for the Association.

B. Dedication of Common Area. Delarant agrees to dedicate and convey to the Association for the benefit of each Owner of a Lot in the Subdivision(s) a right and easement of enjoyment in and to any Common Area (in the event that a Common Area is established) and any facilities and improvements located thereon, if any, when the same shall be so designated and hereby agrees that it will convey the Common Area to the Association free and clear of all liens and encumbrances within three hundred sixty-five (365) days of the recording of any plat which shows a designated Common Area. Title to the Common Area (if and when established) shall vest in the Association subject to the rights and easements of enjoyment in and such Common Area by the Owners. Said easement of enjoyment shall not be personal, but shall be considered to be appurtenant to the Lots and shall pass with the title to the Lots whether or not specifically set forth in the deeds of conveyance of the Lots.

Declarant reserves the right, without consent of the Association or any of its members to increase or reduce the size of Common Area(s) or to grant easements through it for the purpose of causing the installation of any utility lines, television cable, drainage facilities or any other improvements which would serve the residents of the Subdivision(s).

C. Association Property Right – Common Area. The right and easement of enjoyment of each Owner in and to the Common Area shall be subject to the following prior rights of the Association.

(1) The rights of the Association to grant easements, dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication, grant or transfer shall be effective unless an instrument agreeing to such dedication, grant or transfer signed by two-thirds (2/3rds) of the member entitled to vote has been recorded.

(2) The right of the Association to levy assessments, as set forth in Section E hereof.

D. Membership and Voting Rights.

(1) Every owner of a lot in the Subdivision shall be a mandatory member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment,

(2) The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant and its builder/purchasers. Class A members shall have no voting rights until the first to occur of the following:

- (i) The Class A members having attained at least seventy-five (75%) percent or more of the number of votes of the original Class B members as hereinafter defined;
- (ii) Seven (7) years from the date of recording of the plat of the Subdivision, whichever occurs first.

Upon the happening of the first to occur of said events, the Class A members shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons, collectively shall be members, and the vote for each such lot shall be exercised as they determine, provided that in no event shall more than one vote be cast with respect to any one lot.

Class B. The Class B Members shall be the Declarant and/or its builder/purchasers. Class B members shall be entitled to one vote for each Lot owned.

E. Membership Fees and Purposes. In order to pay the cost of carrying out its responsibilities hereunder, the Association shall levy fees, dues or assessments on each Lot in the Subdivision, whether or not the Lot Owner is an active member of the Association, except Lots owned by Declarant or by a builder prior to occupancy. In no event shall Declarant or such a builder be obligated to pay fees, dues or assessments to the Association. All such fees, dues or assessments shall be charged equally to each Lot, and may be enforced through the lien provided for in Section G of this Article or by any other lawful means of collecting debts.

The fees, dues or assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Subdivision and future subdivisions or lots hereafter annexed or added, and in particular for the improvement and maintenance of the Common Area(s) or Subdivision entranceways now or hereafter owned by the Association, and facilities thereon, and other property under the control of the Association; for plating and maintenance of trees, shrubs and grass; for construction, operation and; maintenance of recreational facilities and all other facilities and improvements; for repair and maintenance of any retention facilities and street lighting if any; for caring for vacant lots; for providing community services; and for protection of the Owners; for maintenance and preservation of the wetlands and woodlands areas designated on any Plat of Crystal Creek Subdivision; for maintenance and repair of any internal sidewalks and/or bike paths, if any; for maintenance and repair of any sprinkling or irrigation systems service common areas and improvements; for payment of legal, accounting, professional fees and insurance; and for such personnel and employees as may be required to fulfill the obligations herein.

Anything contained herein to the contrary notwithstanding, there shall be no membership fee due for any Lot until a home is constructed on the Lot and the home is first occupied by a purchaser or a tenant thereof.

- F. Special Assessments for Capitol Improvements. In addition to the annual assessments authorized above, the Association may levy against each Owner, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any improvement upon the Common Area and other areas under the control of the Association, including subdivision entrances, retention pond, fixtures and personal properties, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of members who are voting in person or by proxy at a meeting duly called for that purpose.
- G. Lien. Any fees, dues or assessments established by the Association, and any amounts or expenses incurred in enforcing these restrictions which are reimbursable under Article VI below, shall constitute a lien on the lot of each Lot Owner responsible for such fees or expenses. Declarant or the 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 subject to the lien in order to satisfy the lien. The lien shall be subordinate and junior to the lien of any first mortgage securing a loan for the acquisition or improvement of any Lot in the Subdivision.
- H. Cost of Enforcement. In addition to assessments, the Owner shall be responsible for all legal fees and costs incurred by the Association in collecting assessments or enforcing this Declaration.
- I. Exempt Property. All property except from taxation by state or local governments and dedicated for public use shall be exempt from the assessments, charge and lien created herein.
- J. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. The sale or transfer of any lot pursuant to mortgage foreclosure proceedings or a judgment of foreclosure, shall extinguish the lien of such assessments as to payments which became due prior to such foreclosure sale but shall not relieve such Lot from liability for any future assessments thereafter becoming due or from the lien thereafter created.
- K. Liability of Board Members. Neither any Member of the Board nor the Declarant shall be personally liable to any Owner, or to any other party, for damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the Board, the Declarant or any other representatives or employees of the Association.
- L. Association By-Laws. Any sale or purchase of a Lot in the Subdivision shall be subject to such by-laws for the Association as Declarant may hereafter establish, and each Lot Owner agrees to abide by and observe such by-laws. After the Association is created, Declarant shall have the right to modify, amend or supplement the by-laws.

When the Association is created, it may amend or modify the by-laws upon the affirmative vote of three-fourths (3/4ths) of members then entitled to vote.

ARTICLE VIII

ANNEXATION OF ADDITIONAL LOTS AND/OR COMMON AREA

Declarant reserves the right at any time or times in the future to amend this Declaration and by recording such with the Washtenaw County Register of Deeds Office to add to it one or more lots or one or more additional subdivisions of land contiguous and adjacent to the Subdivision, hereafter developed and platted by Declarant or its assigns. Such Amendment need only to be signed by the Declarant. Additional lots and/or subdivisions may or may not contain additional common areas, wetlands and/or improvements. Any such amendment(s) to this Declaration shall provide that the owners of all the residential lots added to the Subdivision or in additional subdivisions shall be required to be members of the Association and shall be subject to the covenants, restrictions, easements, charges and liens set forth herein. Such amendment(s) shall also provide that the common area contained within the Subdivision and all common areas later added to the Subdivision or future subdivisions shall be for the benefit and use of all Owners of all Lots in the subdivisions. Additional common areas may be annexed to the Association by Declarant without the consent or approval of the Association or of its members or any Owner. Any common area so added shall be owned and maintained by the Association in accordance with the terms of these Deed Restrictions. Annexation by action of the Association shall require the consent of two-thirds (2/3rds) of its members then entitled to vote.

ARTICLE IX

ASSIGNMENT

- A. Declarant hereby reserves the unequivocal right to assign to the Association in whole or in part, from time to time, any or all of the rights and powers, titles, easements and estates hereby reserved or given to Declarant herein, including the right and power to approve or disapprove any use, act, proposed action, or any other matter or thing. Any such assignment or transfer shall be made by appropriate instrument in writing, and subject to the same obligations and duties as herein given and reserved to and assumed by Declarant in connection with the rights, powers, and easements so assigned, and such instrument, when executed by such assignee shall without further act, release said Declarant from all obligations, duties and liability in connection therewith.
- B. Declarant hereby reserves the unequivocal right to assign to others in whole or in part, at any time and from time to time, any or all of the rights and powers, titles, easements and estates hereby reserved or given to Declarant herein, including the right and power to approve or disapprove any use, act, proposed action, or any other matter or thing. Any such assignment or transfer shall be made by appropriate instrument in writing and such assignee shall thereupon have the same rights and powers, and be subject to the same obligations and duties as herein given and reserved to and assumed by Declarant in connection with the rights, powers, and easements so assigned, and such instrument when executed by such assignee shall

without further act, release said Declarant from all obligations, duties and liability in connection therewith.

ARTICLE X

EXEMPTION OF DECLARANT

Nothing in this Crystal Creek Subdivision Declaration of Restrictions shall limit the right of Declarant to complete excavation or grading or limit the right of Declarant to complete construction of improvements to any property within Crystal Creek Subdivision or to alter the foregoing or to constrict such additional improvements or facilities as Declarant deems advisable in the course of development so long as any lot as described in a recorded Plat of Crystal Creek Subdivision remains unsold, or the right to use any structure in the Subdivision as a model home or real estate sales or leasing office. Declarant need not seek or obtain Architectural approval of any improvement constructed or placed by Declarant on any property in the Subdivision owned by Declarant and as to itself may deviate from or waive, in its sole discretion, any or all of the Covenants and Restrictions as set forth herein. The rights and any obligations of Declarant hereunder and elsewhere in these Restrictions may be assigned by Declarant to any party or entity.

ARTICLE XI

GENERAL PROVISIONS

- A. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.
- B. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed solely by the Declarant or by an instrument signed by not less than ninety (90%) percent of the lot Owners; and thereafter, by an instrument signed by not less than seventy-five (75%) percent of the lot Owners. Any amendment must be recorded with the Washtenaw County Register of Deeds.
- C. Assignment or Transfer of Rights and Powers. Any or all of the rights and powers, titles, easements and estates hereby reserved or given to Declarant, may be assigned by it to the Association or to any other party or entity. Any such assignment or transfer shall be made by appropriate instrument, in writing and such assignee shall thereupon have the same rights and powers, and be subject to the same obligations and duties as herein given and reserved to and assumed by Declarant in connection with the rights, powers and easements so assigned, and such instrument shall without further act release the Declarant from the obligations and duties in connection therewith.

- D. Deviations by Agreement with Declarant. Declarant hereby reserves the right to enter into agreements with the grantee of any Lot or Lots (without the consent of grantees of other lots or adjacent property) to deviate from any or all of the Covenants set forth in Article III, and any such deviation shall not constitute a waiver of any such Covenant as to the remaining Lots in Crystal Creek.
- E. Each Owner of a lot in Crystal Creek Subdivision shall file the correct mailing address of such Owner with Declarant and shall notify Declarant promptly in writing of any subsequent change of address. Declarant shall maintain a file of such addresses and make the same available to the Association. A written or printed notice, deposited in the United States Post Office, postage prepaid, and addressed to any Owner at the last address filed by such Owner with Declarant shall be sufficient and proper notice to such Owner whenever notices are required in this Declaration.

ARTICLE XII

ENFORCEMENT

The provisions hereof shall run with and bind the land within the Subdivision and the land described in Exhibit A attached hereto and made a part hereof for a period of twenty (20) years from the date hereof after which time they shall be extended automatically for successive period of ten (10) years unless seventy-five (75%) percent of the Lot Owners in the Subdivision vote to limit or remove the restrictions set forth herein. Declarant, or the Association, shall have the right at any time or times during the said periods to proceed at law or in equity against any person violating or attempting to violate any provision contained herein, to prevent or abate such violations, to compel compliance with the terms hereof, to 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 to recover damages or other dues for any violation. Any such entry shall not constitute a trespass. Declarant may recover against a Lot Owner violating the provisions of this Declaration all reasonable cost of removing offending structures and actual attorneys fees and other litigation costs.

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