

Association

**DECLARATION OF RESTRICTIONS
FOR FAIRWAY PINES AT PHEASANT RUN SUBDIVISION NO. 2
AND
SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS
FOR FAIRWAY PINES AT PHEASANT RUN SUBDIVISION NO. 1**

WHEREAS, Fairway Pines Limited Partnership, a Michigan limited partnership, of 2025 West Long Lake Road, Suite 104, Troy, Michigan 48098, hereinafter referred to as "Declarant", has previously established certain restrictions, hereinafter referred to as the "Original Restrictions", for the benefit of all owners of lots in Fairway Pines at Pheasant Run Subdivision No. 1 ("Subdivision No. 1") located in Canton Township, Wayne County, Michigan, and more particularly described:

Lots 1 to 123 inclusive, and Fairway Pines Park, Fairway Pines Park North and Fairway Pines Park South, of Fairway Pines at Pheasant Run Subdivision No. 1, of part of the Northeast 1/4 of Section 21, T. 2. S., R. 8E., Township of Canton, Wayne County, Michigan, according to the Plat thereof, as recorded in Liber 105, Pages 88 through 94 inclusive, Wayne County Records;

which Original Restrictions are recorded in Liber 26813, Pages 134 through 154, inclusive, Wayne County Records; and

WHEREAS, the Declarant has previously amended the Original Restrictions and established certain other restrictions pursuant to the First Amendment to Declaration of Restrictions for Fairway Pines at Pheasant Run Subdivision No. 1, hereinafter referred to as the "First Amendment", which First Amendment is recorded in Liber 26882, Pages 484 to 485 inclusive, Wayne County Records. The Original Restrictions as amended by the First Amendment are hereinafter referred to as the "Restrictions"; and

WHEREAS, the Declarant is the owner in fee simple of Fairway Pines at Pheasant Run Subdivision No. 2 ("Subdivision No. 2"), located in Canton Township, Wayne County, Michigan described:

Lots 124 to 279 inclusive, and Glenview Park, Fountain Park West, and Fountain Park of Fairway Pines at Pheasant Run Subdivision No. 2, according to the Plat thereof, as recorded in Liber 109, Pages 26 through 34 of Plats, inclusive, Wayne County Records; and

WHEREAS, Article IX, Section 4 of the Restrictions provides that "[a]dditional subdivisions of land, now or hereafter owned by Declarant, or any affiliate of Declarant, and located within the Northeast 1/4 of Section 21 of the Township (in each case, an "Addition"), may be brought by the Declarant under and within the jurisdiction of the Association (without the consent or approval of the Association or any Owner) , in each case, by means of a Supplemental Declaration of Covenants and Restrictions filed of record with regard to such Addition..."; and

WHEREAS, Declarant desires to make the Restrictions applicable to each lot and the Common Areas located within Subdivision No. 2, which is entirely located within the Northwest 1/4 of said Section 21; and

WHEREAS, Article IX, Section 6 of the Restrictions provides that "... until December 31, 1999, Declarant shall have the right, by written instrument, signed, acknowledged and recorded with the Wayne County Register of Deeds, to modify, amend, restate, waive or repeal any or all of the provisions herein contained with respect to any thing, or any particular lot within the Subdivision,"; and

NOW, THEREFORE, in consideration of the premises and the conditions, restrictions, covenants, agreements, easements, charges and liens contained herein, the Restrictions are hereby amended and additional conditions, restrictions, covenants, agreements, easements, charges and liens are hereby established as follows:

1. Except as modified below, all of the conditions, restrictions, covenants, agreements, easements, charges and liens, and the recitals, set forth herein and in the Restrictions are hereby made applicable to each and every Lot in Subdivision No. 2 and to its Common Areas.
2. All of the conditions, restrictions, covenants and agreements, easements, charges and liens, and the recitals, set forth in the Restrictions, as amended herein, shall continue to be applicable to each and every Lot in Subdivision No. 1 and to its Common Areas.
3. All conditions, restrictions, covenants, agreements, easements, charges and liens in the. Restrictions which are not herein specifically amended shall continue in full force and effect.
4. The Restrictions provide for the creation of the Fairway Pines at Pheasant Run Subdivision Association (the "Association") . The Association is now in existence. Membership in the Association, and payment of the Association assessments set forth in the Restrictions, is mandatory for each and every Owner of a Lot in Subdivision No. 1 and shall be mandatory for each and every Owner of a Lot in Subdivision No. 2.
5. Fairway Pines Park, Fairway Pines Park South, and Fairway Pines Park North, all located within Subdivision No. 1, and Glenview Park, Fountain Park West, and Fountain Park, all located within Subdivision No. 2, are reserved for the use and enjoyment of each of the Owners of Lots located either in Subdivision No. 1 or in Subdivision No. 2. Each such Park is a "Common Area" as such term is used in Article I of the Restrictions.
6. Declarant or its assigns shall convey the Common Areas in Subdivision No. 2 to the Association prior to the conveyance by Declarant of any Lot or Lots in Subdivision No. 2.

7. The following provision, applicable only to Subdivision No. 2, is hereby added to the Restrictions:

Prior to and during the period of construction of a residence on the Lot, each Owner of a Lot shall design implement and maintain proper erosion control and prevention measures, including without limitation soil erosion control fencing, in order to ensure that soil sediment, runoff, and other debris does not enter the streets, wetlands, storm sewer lines, sanitary and storm manholes, catch basins, retention basins and other utilities serving or located within Subdivision No. 1 or Subdivision No. 2 (collectively, the "Storm Sewer Improvements"). Furthermore, during and after the period of construction of a residence on the Lot, each Owner of a Lot shall install such additional erosion control and prevention measures on his Lot as is necessary to assure that neither Subdivision No. 1 nor Subdivision No.2 is in violation of any of the State of Michigan NPDES laws or regulations as a result of building activities. Furthermore, prior to the time at which construction on all Lots has been completed, the Association, in all areas under its ownership, control, or administration, including without limitation all Common Areas, shall maintain proper erosion control and prevention measures, including without limitation soil erosion control fencing, in order to ensure that soil sediment, runoff, and other debris does not enter the Storm Sewer Improvements.

In the event that Declarant or the Association is notified by a governmental agency having jurisdiction over the Storm Sewer Improvements that the Storm Sewer Improvements need to be cleaned or serviced due to a build-up of soil, sediment or other debris, or as a result of a) disruption caused or to be caused by residential building activities in Subdivision No. 2, b) the failure of one or more Owners to install erosion controls to stop storm runoff, or c) the failure of one or more Owners to comply with the requirements set forth in this Paragraph 6., or is notified that additional erosion controls need to be installed, repaired or replaced or a fine must be paid. Declarant or the Association may contract for such work and/or pay such fine and charge each Owner a pro-rata share of the cost of the same, in common with the other Owners of Lots in Subdivision No. 2, such that such Owners shall collectively be required to pay the full cost incurred by Declarant or the Association for such work. If such work and/or such fine is determined by Declarant or the Association to be necessitated solely due to the actions or inactions of one or more specific Owners, Declarant or the Association may charge such Owners their respective pro-rata portions of the full cost of the same such that such Owners shall collectively be required to pay the full cost incurred by Declarant or the Association for such work. If Declarant or the Association determines that such work and/or such fine is solely due to the actions or inactions of a single Owner, Declarant or the Association may charge such Owner the full cost incurred by Declarant or the Association for such work and/or fine.

8. Declarant reserves the right at any time, whether prior or subsequent to the conveyance by Declarant of Lots located in Subdivision No. 2, to enter into an agreement or agreements with Canton Township regarding the use and maintenance of the Common Areas located in Subdivision No. 1 and/or Subdivision No. 2, and in such event the rights and obligations of each Owner of a Lot which is located either in

Subdivision No. 1, Subdivision No. 2 or in any future annexed subdivision shall be further subject to any such agreement.

9. The Restrictions and the provisions hereof shall be applicable to the present and further Owners of Lots located in Subdivision No. 1 or in Subdivision No. 2. All Lots located in Subdivision No. 1 or in Subdivision No. 2 shall be used, held and/or sold expressly subject to the conditions, restrictions, covenants, agreements, easements, charges and liens set forth in the Restrictions and as provided, herein, which conditions, restrictions, covenants, agreements, easements, charges and liens 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 and assigns and their respective heirs, personal representatives, successors and assigns.

10. Previously, several easements, documents and agreements were executed in connection with the approval and development of Subdivision No. 1 and/or Subdivision No. 2, including without limitation those listed in the following sentence. Each Lot in Subdivision No. 1 and Subdivision No. 2 shall without limitation be subject to the terms and conditions of the following easements, documents and agreements: (a) the provisions of the Restrictions; (b) the provisions of the Declaration of Reciprocal Roadway Easement recorded in Liber 26390, Page 818, Wayne County Records, as modified by Amendment No. 1 thereto recorded in Liber 27419, Page 786, Wayne County Records, and further modified by Amendment No. 2 thereto recorded in Liber 27699, Page 447, Wayne County Records; (c) the Notice and Affidavit of Planned Development District recorded in Liber 26390, Page 800, Wayne County Records; (d) the Agreement for Maintenance of Irrigation System and Storm Drainage Facilities recorded in Liber 26786, Page 807, Wayne County Records; (e) the First Amendment to Agreement for Maintenance of Irrigation System and Storm Drainage Facilities recorded in Liber _____, Page _____, Wayne County Records; and (f) easements and rights-of-way, and other matters, of record.

11. The Restrictions are hereby amended such that the second sentence of Article VII, Section 5 shall be replaced in its entirety by the following provision: "Stucco, aluminum siding, vinyl siding and/or ledge rock (but not Texture 1-11) may also be used, so long as any of these materials alone, or in combination, do not exceed thirty-five percent (35%) of the total of all visible exterior walls, to the extent that use of these materials does not violate any Canton Township regulations."

12. The invalidity of any of the conditions, restrictions, covenants, agreements, easements, charges and liens in the Restrictions or herein shall not affect the remaining portions thereof or hereof, and in such event the Restrictions as amended hereby shall be construed as if such invalid portion had not been contained therein or herein.

13. Terms not defined herein shall have the meaning ascribed to them in the Restrictions.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed on the 18th day of December, 1995.