

TURTLE CREEK SUBDIVISION
DECLARATION OF
COVENANTS, AGREEMENTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, AGREEMENTS AND RESTRICTIONS, made and entered into this ____ day of _____, 1977, by SINGH ASSOCIATES, a Michigan co-partnership, hereinafter sometimes referred to as "Developer", whose addresses 17520 West 12 Mile Road, Southfield, Michigan, and TURTLE CREEK HOMEOWNERS ASSOCIATIONS, a Michigan non-profit corporation, hereinafter referred to as the "Association".

WITNESSETH:

The Developer owns certain real property situated in the City of Novi, Oakland County, Michigan, more particularly described in Exhibit A attached hereto and made a part hereof by this reference; and Developer desires to provide for the preservation of certain services for the subdivision community to be developed on said property and for the permanent maintenance of such facilities by a subdivision association including participation in a drainage system with Village Oaks Homeowner Association; and further desires to subject the real property to certain covenants, agreements, restrictions, easements, charges and liens for the mutual benefit of the Lots to be subdivided on said real property all as hereinafter set forth, each of which is for the benefit of and shall run with and bind the real property and each owner thereof; and to establish the Association to which shall be delegated and assigned the powers and responsibility to maintain and administer the facilities, to administer and enforce the covenants, agreements, restrictions, easements, charges and liens as set forth in this Declaration and to collect and disburse the assessments and charges hereinafter set forth;

NOW THEREFORE, Developer does hereby declare that the real property described in Exhibit A attached hereto, made a part hereof and incorporated herein by this reference is hereby and shall be held,

transferred, sold, conveyed and occupied subject to the covenants, agreements, restrictions, easements, charges and liens as hereinafter set forth.

ARTICLE I
DEFINITIONS

The following definitions and any supplemental or amended Declaration shall be applicable to this Declaration:

- (1) “Developer” shall mean Singh Associates, a Michigan co-partnership, together with its successors and assigns in the event such successors or assigns acquire more than one undeveloped Lot or one or more undeveloped parcel of land for the purposes of development.

- (2) “Association” shall mean the non-profit corporation organized by Developer to be known as the “Turtle Creek Homeowners’ Association” and any successor thereof.

- (3) “Property” shall mean the real property described in Exhibit A attached hereto and made a part hereof and all the Lots, retention pond and Common Areas, if any, in the proposed subdivision known as the “Turtle Creek Subdivision” to be developed on the real property described in Exhibit A.

- (4) “Common Areas” shall mean those areas designated as the retention pond and other areas, if any, designated as “Common Areas” by Developer on the proposed Plat which is to be owned by the Association and to be devoted to the common use and enjoyment of the Owners of Lots.

(5) “Lot” shall mean any Lot or proposed Lot shown on the Plat or proposed Plat by the Developer which is restricted to residential purposes for the construction thereon of a single-family dwelling unit and shall include such dwelling when built.

(6) “Owner” shall mean the record Owner, whether one or more persons or entities, of the fee simple title to any Lot and/or the land contract vendee(s) for any such Lot or Lots in the event the Owner has title to more than a single lot. The term “Owner” shall not include any mortgagee(s) unless and until such mortgagee(s) shall have acquired fee simple title to such Lot(s) by foreclosure or other proceeding or conveyance thereof in lieu of foreclosure and shall not include any interest in a Lot(s) held as security for the performance of any obligation. In the event more than one person or entity owns an interest in the fee simple title to any Lot, or has an interest as a land contract vendee, the interests of all such person collectively shall be that of one Owner.

(7) “Member” shall mean all those Owners who are members of the Association as hereinafter provided.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is subject to and shall be held, transferred, sold, conveyed and occupied pursuant to this Declaration is more particularly described in Exhibit A which is attached hereto and made a part hereof by this reference and which includes a total of one hundred forty-one (141) proposed Lots.

ARTICLE III

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

(1) Membership: Every Owner of each Lot(s) which is subject to assessment, as hereafter provided, shall be a "Member" of the Association and each membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment hereunder.

(2) Voting Rights: The Association shall have two classes of voting membership, which shall be as follows:

(2)(a) Class A Membership shall consist of all Owners other than Developer and each Class A Membership shall be entitled to one (1) vote for each Lot owned. When more than one person or entity holds an interest in any Lot (multiple ownership), all such persons shall be Members, but in no event shall there be more than one vote cast with respect to any such Lot and when more than one person or entity holds an interest in such Lot, such vote shall be exercised as they may, among themselves, agree and they shall so notify the Association in writing prior to any vote. In the event of multiple ownership and such Owners fail or refuse to notify the Association within thirty (30) days of the date set for the meeting, then and in such event the Owner whose name first appears on record title or on the land contract shall be deemed as the Member authorized to vote on behalf of all the multiple Owners and any vote cast in person or by proxy or the failure of said Owner to vote shall be binding and conclusive on all such multiple Owners.

(2)(b) Class B Membership shall be limited to Developer which shall be entitled to seven (7) votes for each Lot owned by Developer. Class B Membership shall terminate as to any Lots owned by Developer and be converted to and become Class A membership as to any Lots owned by Developer when the total votes outstanding in the Class A Membership equal the total votes then outstanding in the Class B Membership.

ARTICLE IV

EASEMENTS, PROPERTY RIGHTS AND ASSOCIATION PURPOSE

(1) Members' Easements: Every Member shall have a right and easement to use the retention pond for its intended purposes and other Common Areas, if any, so designated on the proposed plat, and such easement shall be appurtenant to and shall pass with title to every Lot.

(2) Title: Developer may retain legal title to the retention pond and other Common Areas, if any, until such time as it has recorded a plat of subdivision. Prior to the conveyance of the first Lot in such plat, Developer hereby covenants that it shall convey the retention pond and other Common Areas, if any, lying within said plat to the Association, free and clear of all liens and encumbrances, except easements and rights-of-way of record, and subject to provisions of the Declaration.

(3) Association Rights: The Association shall have the right to dedicate or transfer all or any part of the retention pond and other Common Areas, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Members: provided, however, that any dedication, transfer or determination as to the conditions thereof shall be effective only upon execution of an instrument signed by the holders of two-thirds (2/3) of each class of all outstanding Class A and Class B Memberships and which is recorded and confirms or approves such dedication, transfer or determination: and further provided, however, that any dedication, transfer or determination as to the conditions thereof shall be effective only upon the prior consent thereto received from the City of Novi, Oakland County, Michigan. Anything contained herein to the contrary notwithstanding, Developer shall have the exclusive right to grant public or private easements or rights-of-way to public or private

utilities or governmental bodies in, over or upon the retention pond and Common Areas, if any, prior to conveyance to the Association and the Association shall receive the same subject thereto.

(4) Access Easement: The Association and the City of Novi, their agents and representatives shall have a perpetual easement for reasonable access to the retention pond and other Common Areas, if any, at all reasonable times for purposes of maintenance, repair, operation and improvement thereof.

(5) Association Purposes: The Association shall have the duty and responsibility to maintain the retention pond and other Common Areas for the benefit of the subdivision and shall provide certain maintenance and monitoring of the storm drainage system for the TURTLE CREEK SUBDIVISION in connection with the storm drainage and water course system through the VILLAGE OAKS LAKE and VILLAGE WOODS LAKE located within the VILLAGE OAKS community and administered by the VILLAGE OAKS COMMON AREAS ASSOCIATION (hereinafter referred to as "VOCAA") in accordance with Article VII hereinafter set forth.

ARTICLE V

MAINTENANCE ASSESSMENT COVENANT

(1) Lien and Personal Obligation for Assessments: Developer, for and on behalf of each and every Lot owned within the real property, does hereby covenant and agree and each owner of any Lot by acceptance of a deed therefor whether or not it shall be set forth therein, is deemed to covenant and agree to pay to the Association: (a) all annual assessments or charges when due, (b) special assessments, if any, for capital improvements to be established and collected as hereinafter set forth, and (c) the assessments to be paid to VOCAA in accordance with Article VII hereinafter set forth, and each Owner does covenant, agree and accept all of the terms, conditions, covenants and agreements hereof in accordance herewith.

(2) Purpose: The purpose of the assessments levied by the Association shall be for the repair, maintenance, operation, management and improvement of the retention pond, storm water drain system and other Common Areas, if any, including but not limited to the payment of all taxes and insurance thereon, the repair and replacement thereof, the operation thereof, additions thereto and improvements thereon, and for the cost of labor, equipment, materials, management and supervision for and in connection thereof and of the Association. Notwithstanding anything contained herein to the contrary, in the event the Association fails or refuses to provide the necessary repairs, maintenance, operation, management and improvement of the retention pond and/or other Common Areas, if any, then and in such event the City of Novi, a Michigan municipal corporation, shall have the right to assess all costs for the same under and pursuant to this Declaration and each Owner of such Lot consents to such assessment and agrees that such assessment shall be payable on demand to the City of Novi. In addition to other methods of collection, the City of Novi shall have the right to place such assessment on the City tax rolls of the assessed property.

(3) Annual Assessment: Until January 1 of the year immediately following the conveyance of the first Lot by Developer to an Owner, the maximum annual assessment shall be Fifty Dollars (\$50.00) per Lot, which includes the annual assessment provided in Article VII.

(3)(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased or decreased each subsequent year as may be determined by the Association as needed to pay all costs, expenses and charges to carry out its purposes hereunder by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(3)(b) In the event the membership does not or cannot agree on any change from and after January 1 of the year immediately following the conveyance of the first Lot to an Owner,

then and in such event the annual assessment shall continue at the rate of Fifty Dollars (\$50.00) per Lot until changed; provided, however, that in the event of any annual deficit the Board of Directors of the Association shall assess each Lot pro rata annually to pay and such deficits.

(4) Capital Improvement Special Assessment: In addition to the annual assessments provided for herein, the Association may levy a special assessment applicable to that assessment year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement to the retention pond or other Common Areas, if any: provided however, that any such special assessment shall first be approved by 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 this purpose.

(5) Uniform Assessment Rate: All annual, special and deficit assessments shall be fixed and established at the same rate for all Lots within the subdivision.

(6) Notice and Quorum: Written notice of any membership meeting called for any purpose hereunder shall be sent to all Members at least thirty (30) days in advance of such meeting and shall set forth the purposes thereof. At the first meeting of the Association, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each of the outstanding Class A and Class B Memberships shall constitute a quorum. In the event the required quorum is not present at such meeting, another meeting may be called, upon notice as set forth herein and the required quorum at such subsequent meeting shall be fifty percent (50%) of the required quorum at the preceding meeting.

(7) Commencement Date of Annual Assessments: The first annual assessment shall commence and be due for each Lot from the Owner upon the closing of the purchase of the dwelling unit by the Owner of the Lot. The amount of the annual assessment which shall be due for the first annual assessment shall be an amount which bears the same proportion to the annual assessment specified in paragraph (3) hereof as the remaining number of months in that year bears to twelve (12). The annual

assessments for any year, after the first assessment year, shall become due and payable on the first day of January of each such year; provided, however, that the Board of Directors, in its discretion, may establish an installment program for payment of the annual, special or deficit assessments and may charge interest in connection therewith, but each such assessment shall be and become a lien on each Lot on January 1 of each year after the initial year.

(8) Board of Directors' Duties: Subject to the foregoing provisions, the Board of Directors of the Association shall fix the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall prepare a roster of the Lots and the assessments applicable thereto to be maintained in the office of the Association and which shall be open to inspection by any Owner at all reasonable times. Written notice of the assessment shall thereupon be sent to every Owner subject thereto and the Association shall, upon demand and payment of a reasonable charge, furnish to an Owner liable for such assessment(s) a certificate in writing signed by an officer of the Association, which states whether such assessment has been paid and which remain due and unpaid.

(9) Effect on Non-Payment of Assessments: Personal Obligation of the Owner and Liens and Remedies of the Association: In the event an assessment is not paid on the due date then such assessment shall become delinquent and lien therefor shall thereupon arise and shall, together with interest thereon and costs of collection therefor (as hereinafter provided) be and become a continuing lien on such Lot until paid in full, and such lien shall be binding upon the Lot, the Owner thereof and his or her heirs, personal representatives, successors and assigns. Such assessments shall also be a personal obligation and debt of the Owner(s) and shall be binding upon such Owner(s) to pay such assessments and remain his or her personal obligation and debt for the statutory period provided, however, such obligation and debt shall not pass to his or her successors in title unless expressly assumed by such successor or assign. Any successor or assign in or to title may obtain from the Association a written statement as to any unpaid assessments and charges on such Lot and such statement shall be binding upon the Association. In the event the assessment not paid in full within thirty (30) days after delinquent, the

assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum and the Association may bring an action at law against the Owner(s) personally obligated to pay the same or foreclose the lien against the Lot, and there shall be added to the amount of such assessment(s) and interest, the costs of preparing and filing the complaint in such action and/or in connection with foreclosure and, in the event a judgment is obtained, the judgment shall include interest on the assessment as above provided and reasonable attorneys' fees together with all costs and expenses of the action.

(10) Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and any sale or transfer of any Lot shall not affect the assessment lien; provided, however, that the sale or transfer of any Lot in connection with a mortgage foreclosure proceeding or any proceeding in lieu thereof, shall extinguish the lien of the assessments, interest and charges as to assessments, interest and charges due prior to such sale or transfer, but in no event shall the prior Owner thereof be relieved of any liability whatsoever for such obligation and debt. No subsequent sale or transfer shall relieve such Lot from liability for any assessments, interest or charges which thereafter become due or from any lien thereof.

(11) Exemptions and Modification of Assessments

(11)(a) The retention pond and other Common Areas, if any, shall be exempt from any assessments, special assessments or deficiency assessments and from and against any liens or encumbrances therefor.

(11)(b) All Lots owned by Developer shall be exempt from ninety percent (90%) of the annual assessments, special assessments and deficiency assessments. Upon conveyance of any Lot by Developer to a Class A Member, this exemption for each such Lot shall thereupon cease and such Lot shall then be liable for the prorated balance of that year's established annual assessment and special assessment, if any; provided, however, that any Lots owned by Developer

shall not be exempt from assessments by the City of Novi for real property taxes and other charges.

(11)(c) The initial cost of development of the retention pond and Common Areas, if any, shall be borne and paid for by Developer.

ARTICLE VI

USE AND OCCUPANCY RESTRICTIONS AND COVENANTS

(1) Land and Building Use Restrictions: Every Lot shall be restricted for use only as a one-family residential dwelling unit or model home for such purpose and all dwelling units erected, altered, placed or permitted on any Lot shall be limited to thirty-five (35) feet in height or not in excess of two and one-half (2-1/2) stories, whichever is greater. A private garage or carport of a size which shall permit no more than three (3) automobiles may be erected on each Lot as a detached unit or attached to the dwelling unit.

(2) Dwelling Unit Size: The main structure of any dwelling unit erected, altered, placed or permitted on any Lot shall contain a total floor area of not less than one thousand (1,000) square feet. Garages, steps, carports, open and/or closed porches, breezeways, arcades or similar facilities shall not be considered in computing such floor area whether the same is an integral part of or connected to any dwelling.

(3) Building Location: All buildings and structures shall be located on each Lot at least thirty (30) feet from the front Lot line and all buildings and structures on any corner Lots shall be located at least thirty (30) feet from any side street Lot line. No building, structure or dwelling unit on any type on any Lot or Lots which border along Meadowbrook Road and/or Nine Mile Road shall have all or any part of its front side facing either road. Side yards on each side of every dwelling unit shall be not less

than ten (10) feet in width from the dwelling unit. For the purposes of these set-back and side-yard provisions, eaves, steps and open porches shall not be considered as part of any building or structure.

(4) Lots Sizes: Nothing contained herein shall be construed to prevent any Owner from

erecting a single-family residential dwelling unit on a parcel of land in accordance with the size and set-back and side-yard provisions hereof, without reference to the platted Lot lines; provided, however, that only one single-family residential dwelling unit shall be erected, placed or permitted to remain on any parcel of land which does not have an area of at least ten thousand eight hundred (10,800) square feet and which shall comply with all the other zoning and subdivision requirements of the City of Novi.

(5) Easements: Easements for construction, installation, modification and maintenance of

public utilities, surface drainage facilities and sanitary sewer, storm sewer and water main facilities are reserved as shown on the plat and/or as may otherwise appear of record and as set forth herein and easements are hereby expressly reserved to Developer 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 lines for installation and maintenance of telephone and electric lines and conduits, cable television lines, if any, sanitary and storm sewers, water mains, gas lines and for surface drainage facilities. In addition, easements are hereby expressly reserved for use by any public utility service determined to be necessary or advisable by the Developer for the benefit of the subdivision. Developer, the Association and the City of Novi shall also have an easement along the side ten (10) feet and the rear twenty (20) feet of all Lots abutting the retention pond for purposes of cleaning, dredging, purifying, repairing, improving or otherwise maintaining and operating such facilities. The use of these easements or any part thereof may be assigned by Developer at any time and from time to time to any person, firm, corporation, governmental agency, municipal authority or department furnishing one or more of the foregoing services and/or facilities, and any such easement herein reserved may be relinquished, waived

and terminated, in whole or in part, by the Developer upon filing for record an appropriate instrument of relinquishment. No structure, planting or other material or obstacle shall be placed or permitted to remain within the area reserved herein for such easements which may damage or interfere in any way with the installation and maintenance of such service facilities and utilities, including, without limitation, facilities for underground electrical and telephone distribution systems which may affect, change, obstruct or retard the flow or direction of water in and through drainage channels in such easements, or which may change, obstruct or retard the flow of surface water or would be detrimental to the property of others and/or change or affect the finished grade of any Lot one established by Developer. The easement area contained in each Lot and all improvements therein shall be maintained in presentable condition continuously by the Lot Owner, other than as to utilities for which a public authority or utility company shall be responsible. The Lot Owner shall be liable for damages to any service facilities and utilities thereon, including damages to electric, gas and telephone distribution lines and facilities therein and drainage ditches not located or hereafter constructed in the subdivision shall not be drained, filled, altered, changed, dammed or widened without the express written consent of Developer and the Board of Directors of the Association.

(6) Antennae: Only television antennae shall be constructed or erected upon the exterior of any dwelling unit or structure on any Lot.

(7) Temporary Structures and Vehicles: No house trailer, commercial vehicle, bus or truck, boat trailer, boat, camping vehicle or trailer or motorcycle may be parked on or stored on any Lot in the subdivision unless stored fully enclosed within an attached garage or similar structure and further any commercial vehicles, buses and trucks shall not be parked in the subdivision or on any Lot therein, except to make normal deliveries or pickups in the normal course of business. No structure of a temporary character or 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. (The foregoing restrictions shall not be applicable to any activities by any builders or Developer during any sales and construction periods.)

(8) Signs: Signs may be displayed to the public on any Lot only if one non-illuminated sign is displayed which is not more than six (6) square feet in area and pertains only to the sales or rental of the premises upon which it is maintained, and not more than two non-illuminated signs may be displayed for warning for no trespassing, safety or caution which are not in excess of two (2) square feet in area on each Lot; provided, however, that the foregoing restrictions shall not be applicable to any activities of any builders or Developers during any sales and construction periods.

(9) Nuisances: No noxious or offensive activity shall be carried on upon or in any dwelling Lot or structure nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood; provided, however, any builders or Developer model homes shall not be so restricted unit sold.

(10) Livestock and Poultry: No animals, livestock, birds or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats or other common household pets for domestic purposes only and such permitted household pets shall not be bred, kept or maintained for any commercial purposes whatsoever.

(11) Garbage and Refuse: No Lot shall used or maintained as a dumping ground for rubbish or trash whether occupied or not. Trash, garbage or other waste shall be kept only in closed sanitary containers and all incinerators (if permitted by law only) or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(12) Intersection Sight Distance: No fence, wall, structure, planting or obstruction shall be

erected, established or maintained on any corner Lot within a triangular area formed by the street lines and a connecting line which is at a point twenty-five (25) feet from the intersection of such street lines which shall have a height that is more than two (2) feet; provided, however, shade trees with wide branches which are at least eight (8) feet above ground shall be permitted within such area.

ARTICLE VII

(1) In connection with the permanent right to discharge on and off-site storm water from the TURTLE CREEK SUBDIVISION to and through the VILLAGE OAKS LAKE and VILLAGE WOODS LAKE maintained by VOCAA, the Association shall collect and pay to VOCAA the sum of Twelve Dollars (\$12.00) per year per lot for maintenance and repair of VILLAGE OAKS LAKE and VILLAGE WOOD LAKE in connection with the storm drainage system for TURTLE CREEK SUBDIVISION and as to which the first annual obligation shall be due and owing within ten (10) days after the date of the recording of the final plat and each successive yearly anniversary date of such recording during the term hereof.

(2) The foregoing amount to be paid to VOCAA shall be subject to the terms and conditions

and shall be and is hereby incorporated as a covenant pursuant to and in accordance with Article V hereof, the Maintenance Assessment Covenant, with the exception that the annual amount due therefore from each and every Lot shall not be reduced to less than Twelve Dollars (\$12.00) per year.

(3) The Association shall take such action as is reasonably necessary to maintain the

drainage system within TURTLE CREEK SUBDIVISION in order to insure the minimum levels of quantity and quality of storm water draining from TURTLE CREEK SUBDIVISION into the storm drainage system of VOCAA as follows:

(3)(a) SILTATION: No more than one thousand (1,000) milligrams of dissolved solids per liter of water shall be contained in the water flowing from TURTLE CREEK SUBDIVISION to the VILLAGE OAKS and VILLAGE WOODS LAKES.

(3)(b) EROSION: The rate of flow of water from TURTLE CREEK SUBDIVISION shall not be materially in excess of the amount of natural drainage from said subdivision before development and which if exceeded contributes to the erosion of VILLAGE OAKS LAKE or VILLAGE WOOD LAKE.

(4) Should the rate of water flowing into said Lakes from TURTLE CREEK SUBDIVISION create such erosion problems as hereinbefore set forth, the Association shall take whatever reasonable measures necessary in order to change or correct the rate of water flowing into said Lakes in order to prevent such erosion.

(5) In order to insure that the water drainage flowing from the TURTLE CREEK SUBDIVISION into said Lakes meets the quantity and sedimentation standards hereinbefore set forth, the Association shall obtain, on its own behalf or upon request of VOCAA, the necessary test in reasonable frequency in order to measure the quantity of water and drainage flowing into said Lakes, including the amount of sedimentation. In addition, VOCAA shall cause to be run, if necessary, in its own discretion, tests in VILLAGE OAKS LAKE and VILLAGE WOOD LAKE in order to ascertain the amount of sedimentation that is flowing into said Lakes. In the event on-site tests are not obtained by the

Association upon the request of VOCAA, then and in such event VOCAA shall have the right to enter upon the premises of the TURTLE CREEK SUBDIVISION common areas and conduct such test to monitor the rate and quantity of water and drainage from TURTLE CREEK SUBDIVISION.

(6) In the event VILLAGE OAKS sets water quality standards and controls including the regulation of chemicals for purposes of control and regulation of storm drainage into the VILLAGE OAKS and VILLAGE WOOD LAKES which shall be uniformly applicable to and effective on the VILLAGE OAKS COMMON AREAS ASSOCIATION and to its members and homeowners represented thereby, then and in such event such quality standards and controls shall also be applicable to TURTLE CREEK SUBDIVISION, to the TURTLE CREEK SUBDIVISION homeowners and to the Association upon sixty (60) days prior written notice thereof to the TURTLE CREEK ASSOCIATION. In addition, the Association shall also conduct such tests and provide such material and information in connection with the monitoring and regulation of such quality controls to VOCAA at such times and to such extent that shall not exceed the testing and monitoring provisions in effect from time to time as set by the VOCAA for its own monitoring and regulation. In the event of a dispute as to whether such quality standards and controls so set are exceeded as a result of conditions attributable to TURTLE CREEK SUBDIVISION and/or a dispute as to the amount of such charges therefor, then such matters shall be set before a panel of arbitrators of the American Arbitration Association.

(7) The payment by Developer and all future annual maintenance fees paid by the Association to VOCAA shall be payable and used for the purpose of maintenance and repair of the VILLAGE OAKS LAKE and VILLAGE WOOD LAKE as long as the same are used by TURTLE CREEK SUBDIVISION for discharge of the on and off-site storm water. It is further understood that such fund may be used by VOCAA to pay for all reasonable tests conducted by VOCAA on the TURTLE CREEK SUBDIVISION premises in the event the Association does not carry out the tests required in

accordance with (5) hereof and such fund shall also be available for use by VILLAGE OAKS for the maintenance, repair and monitoring of such quality standards and controls later adopted by VILLAGE OAKS and applicable to TURTLE CREEK SUBDIVISION in accordance with paragraph (5) hereof. In no event shall the aforesaid be construed to require or obligate VOCAA to pay any such testing expenses to conduct such tests or pay for on-site maintenance and repair of the drainage system of TURTLE CREEK SUBDIVISION. VOCAA shall provide the Association with an annual accounting of the fees collected, on deposit and expenditures thereof within sixty (60) days after the year end.

(8) In addition to the annual maintenance charge payable by the Association hereunder,

VOCAA shall have the right to charge the Association for reasonable costs and expenses incurred in connection with soil erosion prevention and removal of sedimentation caused by TURTLE CREEK SUBDIVISION drainage as a result of a breach in the standards set forth in paragraphs (3) or (6) applicable to TURTLE CREEK SUBDIVISION which shall be paid by the Association or by special assessment, if necessary. Such additional costs or expenses shall be due and payable to VOCAA from the Association within sixty (60) days following receipt of an invoice therefor. In the event there is a dispute as to whether the erosion or sedimentation is attributable to TURTLE CREEK SUBDIVISION and/or a dispute as to the amount of the charges, then such matters shall be set before a panel of arbitrators of the American Arbitration Association.

(9) In the event the Oakland County Drain Commission or some other governmental

authority having jurisdiction acquires or assumes control of the subject Lakes and their connecting water courses, then and in such event, VOCAA and the Association shall execute such documents as may be necessary, proper or convenient for such purposes and the provisions set forth in this Article VII shall thereupon be inapplicable and terminated and no longer effective upon the Association.

ARTICLE VIII

MISCELLANEOUS

(1) Binding Effect and Amendment: The covenants, restrictions and agreements of this Declaration shall run with and be binding upon the real property and each Lot and may be amended or modified by Developer at any time and from time to time prior to the sale of the first Lot of the subdivision effective upon recording the same with the Register of Deeds, Oakland County, Michigan. Any such amendments or modifications shall also be covenants, restrictions and agreements which shall run with the land and be binding upon the real property and each Lot. This Declaration shall continue for a term of twenty (20) years from the date it is recorded, after which time it shall automatically be extended for successive periods of ten (10) years, unless then terminated by instrument executed by not less than seventy-five (75) percent of the Lot Owners and the Developer, in the event the Developer then continues to own any Lots. This Declaration may be amended after the sale of the first Lot in the subdivision during the first twenty (20) year period only by instrument executed by not less than ninety (90) percent of the Lot Owners and thereafter by instrument signed by not less than seventy-five (75) percent of the Lot Owners and by Developer in the event Developer continues to own any Lots and in the event any amendment affects in any way the retention pond and/or Common Areas, if any, such amendment shall not be effective unless the prior written consent of the City of Novi, Michigan is first obtained.

(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 delivered when deposited in the United States mail, postage prepaid, to the last known address of the person who appears as the Member or Owner on the records of the Association at the time of mailing.

(3) Enforcement: Enforcement of these covenants, agreements and restrictions shall be

by any

proceeding at law and/or in equity against any person or persons in violation thereof or who attempt to violate any of the covenants, agreements or restrictions, either to restrain violation hereof or to recover damages, or both, and against the land to enforce any lien created hereunder. Any failure by the Association of any Owner or Developer to enforce any of the covenants, agreements or restrictions contained herein shall not be deemed to be a waiver thereof or a waiver of any right to enforce the same hereunder.

(4) Severability: Invalidation of any one or more of these covenants, agreements or

restrictions by

judgment or court order shall not in any way affect the validity or enforcement of any other provision herein, which shall remain in full force and effect.

(5) In connection with the execution of these covenants, agreements and restrictions,

First Federal

Savings and Loan Association of Detroit, a federal association existing under the Homeowners Loan Act of 1933 of the United States of American, does hereby join in these declarations.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this _____

day of _____,