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CENTRAL PARK COMMUNITY ASSOCIATION
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

This Declaration of Covenants, Conditions and Restrictions of the Central Park Community Association is made this 18th day of June, 1999, by THE SELECTIVE GROUP, INC., a Michigan corporation, whose address is 27655 Middlebelt Road, Suite 130, Farmington Hills, Michigan 48334 (hereinafter sometimes referred to as "Declarant").

RECITALS:

A. Declarant is the fee simple owner of a parcel of real property situated in the Charter Township of Canton, Wayne County, Michigan, which is described in the attached Exhibit "A" and hereinafter referred to as the "Central Park Community". Declarant is also the holder of an option to acquire additional real property situated in the Charter Township of Canton, Wayne County, Michigan, and legally described in the attached Exhibit "E". The owner of the additional property and the optionor under the option is Proctor Road Holding Limited Partnership, a Michigan limited partnership ("Proctor"). All of the land included in the Central Park Community and the aforesaid additional real property has been constituted as the "Central Park Approved Planned Development" pursuant to the provisions of Section 27.04 of the Canton Township Zoning Ordinance and, as portions of said land are purchased by Declarant and subjected to the terms of this Declaration as provided below, said portions of land are hereinafter referred to as the "Central Park Community".

B. Pursuant to a certain Agreement for Central Park Planned Development District dated June 3, 1998 and entered into by Declarant and the Charter Township of Canton (the "PDD Agreement"), the land included in the Central Park Approved Planned Development is to be developed as one or more platted subdivisions, one or more residential condominium developments, and an extension of the existing Pheasant Run Golf Course currently located immediately east of Beck Road. The PDD Agreement was amended by an Amendment No. 1 to Agreement for Central Park Planned Development District, also dated June 3, 1998.

C. The PDD Agreement, as amended, requires that the documents prepared and recorded to establish the platted subdivision(s) and condominium development(s) within the Central Park Approved Planned Development provide for the respective establishment of homeowners' associations and condominium associations for the administration of the common facilities and amenities constructed within the residential developments established within the Central Park Approved Planned Development. According to the PDD Agreement, as amended,

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such associations must be authorized to (i) maintain, repair, and replace common facilities and amenities; (ii) carry insurance with respect to such facilities and (iii) fund the cost of those activities by imposing and collecting assessments from the respective members of the associations. The PDD Agreement, as amended, further provides that the Declarant may establish a parent or master association that includes the members of the respective homeowners and condominium associations if the Declarant determines that a parent or master association would facilitate resolution of concerns common to all of the residents of the Central Park Approved Planned Development

D. Declarant has determined that certain facilities installed or constructed within the Central Park Approved Planned Development should be administered, maintained, repaired and replaced by a parent or master association with the authority to impose and collect regular and special assessments to fund such activities

E. Declarant desires to provide for the establishment of the master association and to subject portions of the land included in the Central Park Approved Planned Development to the authority of that association and certain restrictions as that land is purchased by Declarant under the above described option and included the Central Park Community as part of platted subdivisions, condominium developments or otherwise, all in furtherance of the execution of the Central Park Approved Planned Development

NOW, THEREFORE, Declarant hereby declares that the land described in the attached Exhibit "A" is hereby submitted to and incorporated into the Central Park Community and each and every platted subdivision and condominium established therein, including all lots and open areas within such subdivisions and all units and common element areas within such condominiums, shall be held, transferred, sold, conveyed, leased, used and occupied subject to the following covenants, conditions, restrictions, easements, charges and liens (as amended from time to time), which shall run with the Central Park Community and all of the subdivisions and condominiums established therein and all lots and open areas established within said subdivisions and all units and common element areas established within such condominiums and with any and all portions the Central Park Approved Planned Development as are added to the Central Park Community as provided herein. The following covenants, conditions, restrictions, easements, charges and liens (as amended from time to time) shall be binding upon and inure to the benefit of all parties having any right, title or interest in the Central Park Community or any part or enlargement thereof, their heirs, successors and assigns.

ARTICLE I DEFINITIONS

As used in this Declaration with initial capital letters, the following terms shall have the meaning ascribed thereto:

1 "Association" shall mean and refer to CENTRAL PARK COMMUNITY ASSOCIATION, a Michigan non-profit corporation, having its principal office at 27655 Middlebelt Road, Suite 130, Farmington Hills, Michigan 48334.

2 "Condominium" shall mean and refer to any condominium established within the Central Park Community by the recording of a Master Deed and required exhibits thereto in conformance with the Michigan Condominium Act, Act 59 of the Public Acts of 1978, as amended (the "Condominium Act").

3 "Condominium Association" shall mean and refer to the association established to administer the common elements of a Condominium established within the Central Park Community as required by the Michigan Condominium Act, Act 59 of the Public Acts of 1978, as amended (the "Condominium Act").

4 "Condominium Unit" shall mean and refer to any numbered parcel of land or numbered part of a residential structure established and defined as a condominium unit within a Condominium as the term "Condominium" is defined immediately above. Pursuant to the Condominium Act, each Condominium Unit shall be defined and established in the Master Deed recorded to establish the Condominium in which the Condominium Unit is located.

5 "Constituent Association" shall mean and refer to any "Condominium Association" and any "Homeowners' Association" as defined in this Article. It shall not include any homeowners' association established with respect to land located immediately west of Denton Road and north of the Lower Rouge River (the "Denton Road Parcel").

6 "Declarant" shall mean and refer to THE SELECTIVE GROUP, INC., a Michigan corporation, or any successor thereto, or any person to whom or which it may expressly assign any one or more of its rights, or delegate any of its authority hereunder, in each case by means of an appropriate document recorded with the Register of Deeds of Wayne County, Michigan, and, in each case, as the context may require.

7 "Homeowners' Association" shall mean and refer to the association established with respect to any Subdivision created within the Central Park Community for the administration and maintenance of the common areas and affairs of such Subdivision.

8 "Lot" shall mean and refer to any numbered parcel of land shown as such upon the recorded Plat of any Subdivision established within the Central Park Community.

9 "Member" shall mean and refer to those Persons entitled to membership in the Association, as provided in Article III of this Declaration.

10 "Occupant" shall mean and refer to any Person, holding under an Owner, and entitled by lease, deed, contract or other agreement to use and occupy a dwelling constructed upon a Lot or Condominium Unit or a dwelling comprising a Condominium Unit.

11 "Owner" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Lot or Condominium Unit, including, for such purpose, the land contract vendee, in regard to any Lot or Condominium Unit (rather than the land contract vendor), but not including any mortgagee unless and until such mortgagee shall have acquired

such fee simple title pursuant to foreclosure, or any proceeding or conveyance in lieu of foreclosure.

12 "Person" shall mean and refer to any corporation, partnership, trust, association or natural person, or combination thereof, as the context may require

13 "Site Condominium Unit" shall mean a Condominium Unit that comprises a building site for a detached, single-family residence

14 "Subdivision" shall mean any part of the Central Park Community that is established as a platted subdivision by the recording of a plat in conformance with the Land Division Act, Act 288 of the Public Acts of 1967, as amended.

15 "Township" shall mean and refer to the Charter Township of Canton, Wayne County, Michigan.

ARTICLE II
ESTABLISHMENT OF ASSOCIATION;
ASSOCIATION'S AUTHORITY

1. On or before the date of recording of this Declaration, the Declarant shall establish the Association as a Michigan non-profit corporation by filing Articles of Incorporation for that entity with the Corporation Division of the Michigan Department of Consumer and Industry Services. The Association shall have the right and authority to repair, replace and maintain the following common facilities constructed or installed within the Central Park Community or upon portions of the Central Park Approved Planned Development that may be added to the Central Park Community pursuant Article XX of this Declaration:

- (a) The landscaping and signage installed at four (4) entryways into the Central Park Approved Planned Development, all as shown on the attached Exhibit "B", including three (3) entry ways from Denton Road and the frontage along Denton Road and one (1) entryway from Beck Road;
- (b) The sprinkler irrigation systems installed to support the landscaping installed at the four (4) entryways described in paragraph (a) above; and
- (c) The primary connector road within the Central Park Community as shown on the attached Exhibit "C" (including relocated Proctor Road between Denton Road and Beck Road), and the landscaping located or installed within the right of way of the primary connector road, to the extent said primary connector road and landscaping is not subject to maintenance, repair and replacement by the Wayne County Road Commission; provided that each Owner of a Lot or Site Condominium Unit shall be responsible for maintaining, repairing and replacing any landscaping installed or located within the portion of the primary connector road right of way across the Owner's Lot or the Owner's Site Condominium Unit. With respect to the maintenance of the primary connector road, the Association

shall be responsible for clearing that road of snow. The Association may also assume responsibility for snow removal from any and all roads, public or private, within the Central Park Community, upon the request of the respective Homeowner Association or Condominium Association that is otherwise responsible for snow removal for such roads, and allocate the cost thereof on an equitable basis as determined by the Board of Directors of the Association.

- (d) The common open space (and any facilities constructed therein) that would have otherwise comprised the public golf course to be constructed by the Township shall be subject to operation, maintenance, repair and replacement by the Association in the event that said area is conveyed to the Association as described below in Article VI, paragraph 7.

Under the terms of the option entered into by Declarant and described above in Recital A, some of the above described common facilities may be installed within easements granted by Proctor to Declarant over, under and across land situated in the Central Park Approved Development Plan before it is purchased by Declaration under the option and included in the Central Park Community as provided in Article XX below. In that event, Declarant shall assign its interest in such easements to the Association and the Association shall be responsible for operating, maintaining, repairing and replacing said common facilities, except as otherwise provided herein.

2. The Association shall carry all risk insurance covering all commonly insured occurrences against all risks of direct physical loss; and against all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership or maintenance, repair or replacement of the common facilities described above. Such insurance may include, but is not limited to, fire and extended coverage, vandalism and malicious mischief, host liability, all inclusive liability insurance and worker's compensation insurance, where applicable and available.

- (a) Insurance policies carried by the Association shall, if available without extraordinary premium charges, provide that:

- (1) Each Owner and each Constituent Association is an insured person under the policy with respect to liability arising out of his interest, if any, in the common facilities describe above or his membership in the Association.
- (2) The insurer waives its right to subrogation under the policy against any Owner or any member of such Owner's household or any Constituent Association.
- (3) No act or omission by any Owner or any Constituent Association or officer or director thereof, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition for recovery under the policy.

- (4) If, at the time of a loss under the policy, there is other insurance in the name of an Owner or Constituent Association covering the same risk covered by the policy, the Association's policy provides primary insurance
- (5) Insurance proceeds must be disbursed first for repairs or restoration of the damaged property, unless repair or replacement of the damaged property would be illegal under any state or local health or safety statute or ordinance.

(b) All premiums of insurance purchased by the Association pursuant to the authority provided in this Declaration shall be expenses of administration includable in the amounts assessed by the Association against the Owners.

(c) Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association and the Owners and their mortgagees, as their interests may appear; provided, however, that any and all such proceeds shall first be applied to the repair or reconstruction of the such common facilities described above as may be damaged.

3. Each Owner appoints the Association as his or her true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance for all insurance for the Association and the common facilities to be maintained by the Association as described above. The Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Owners and the respective mortgagees of such Owners, as their interests may appear (subject to limiting or defining provisions of this Declaration), to execute releases of liability and to execute all documents and to do all things on behalf of the Association and any of its members as shall be necessary to accomplish the foregoing

4. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Owners with respect to the common facilities maintained by the Association as described above; provided that no rule or regulation shall hinder or interfere with the use of any roads within the Central Park Community and any such rule or regulation shall be consistent with the PDD Agreement and the Canton Township Zoning Ordinance. Copies of all such rules, regulations and amendments thereto shall be furnished to each Constituent Association for distribution to all of the Owners and Occupants

5. The Association or its duly authorized agents shall have access to each Lot (but not any residence thereon) and the land included in any Condominium Unit from time to time, during reasonable working hours, upon notice to the Owner thereof, as may be necessary to carry out any responsibilities imposed on the Association by this Declaration. This provision, in and of itself, shall not be construed to permit access to the interiors of residences or other structures.

6 The Association and its duly authorized agents shall have easements to, over, under and across the common facilities described in paragraph 1 above and the land on which said facilities are located for access to such facilities and land to the extent reasonably necessary for the performance by the Association of its maintenance, repair and replacement obligations. The Association shall enjoy such easements to the extent the common facility and the land on which the facility is located has not been conveyed to the Association.

ARTICLE III ASSOCIATION MEMBERSHIP

1. The Declarant and each and every Constituent Association shall constitute the Members of the Association. Declarant shall retain control of the Association as the only Member entitled to vote on issues before the Association until such time as all of the Condominium Units and Lots that may be created within the Central Park Community pursuant to the PDD Agreement have been sold and have an Occupant residing on or in them.

2 Subject to the provision set forth herein regarding control of the Association by Declarant, each of the Members of the Association shall have the right to cast one vote on matters brought before the Members and the votes of each Member shall be cast by a duly elected representative of the Member (or Constituent Association); provided that the representative casting votes on behalf of a Member shall be identified as a authorized agent of the Member for that purpose in a duly adopted resolution by the Board of Directors of the Member filed with the Secretary of the Association. Although each Member shall have one vote on matters brought before the Members, each Members vote shall be ascribed a weight such that the total number of votes cast by the Condominium Associations are equal in weight to the total number of votes cast by the Homeowners' Associations. (For example, if three Members are Condominium Associations and two members are Homeowners' Associations, the weight assigned to the vote of each Condominium Association Member shall be one (1) and the weight assigned to the vote of each Homeowners' Association shall be one and one-half (1.5).

3. If the formula for voting set forth above results in a tie, the President of the Association or such other presiding officer shall break the tie.

ARTICLE IV ASSOCIATION ASSESSMENTS

1. In order to pay the cost of carrying out its responsibilities hereunder, the Association may levy fees, dues or assessments on each Lot and Condominium Unit established within the Central Park Community, except (subject to paragraph 2 below) Lots or Condominium Units owned by the Declarant, the Developer of a Condominium as the term "Developer" is defined in the Condominium Act, the Proprietor of a Subdivision as the term "Proprietor" is defined in the Land Division Act, or by a builder designated by a Developer or Proprietor ("Designated Builder"). All such fees, dues or assessments shall be charged equally to each Lot and Condominium Unit established within the Central Park Community and any and all such fees, dues or assessments may be enforced through the lien provided for in paragraph 2 of this Article or by any other lawful means of collecting debts. The fees, dues and assessments

imposed pursuant to this Article IV shall be collected by the Constituent Associations and then paid over to the Association

2. In no event shall the Declarant, a Developer, a Proprietor or a Designated Builder be obligated to pay fees, dues or assessments imposed by the Association with respect to a Lot or Unit before a certificate of occupancy has been issued for a residential dwelling on the Lot or Unit or, if the Unit is part of an attached condominium development, for the Unit. However, once the roads within a Condominium or Subdivision are completed (except for the application of the final wearing course), the Developer or Proprietor of that development or Designated Builder shall be required to pay a portion of the actual expenses incurred by the Association in the performance of its obligations and functions with the amount to be paid by each Developer, Proprietor or Designated Builder determined by multiplying the actual expenses to be defrayed by a fraction, the numerator of which is the total number of Units or Lots owned by the Developer, Proprietor or Designated Builder and the denominator of which is the aggregate number of Units and Lots located in developments that are served by completed roads (except for the application of the final wearing course). The amounts payable to the Association pursuant to this provision shall also be collected by the Constituent Association for the Lot or Unit subject to the imposed charge

3. All charges imposed against any Lot or Condominium Unit pursuant to the provisions of this Article IV and Article VI, paragraphs 5 and 6 with regarding Condominium and Subdivision Recreation Facility Assessments shall be the personal liability of the Owner(s) of the Lot(s) or Condominium Unit(s), and the Declarant or its successors or assigns, including the Association and the applicable Constituent Association, shall have the right to enforce collection for any and all expenses and costs incurred in connection with exercising the rights provided in the provisions of this Article IV by a suit at law for a money judgment or by foreclosure of a lien that secures payment of the assessment which the Association may record against the subject Lot or Condominium Unit. Each Owner in the Central Park Community shall be deemed to have granted to the Declarant, his or her Constituent Association and the Association the unqualified right to assess and lien the subject Lot or Condominium Unit for costs incurred in connection with this Article IV and further to permit his or her Constituent Association or the Association the right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action or by advertisements, as the same may be amended from time to time, are incorporated herein by reference for the purpose of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Owner and every other person who from time to time has an interest in any Lot or Condominium Unit, shall be deemed to have authorized and empowered his or her Constituent Association, the Declarant or the Association to sell or cause to be sold the Lot or Condominium Unit with respect to which the outstanding obligation is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Owner in the Central Park Community acknowledges that at the time of acquiring title to such Lot or Condominium Unit, he or she was notified of the terms and conditions contained in this paragraph and that he or she voluntarily, intelligently and knowingly waived notice of any proceedings brought by his or her Constituent Association or the Association to foreclose by advertisement the lien for nonpayment of any assessments and the waiver of a hearing on the

same prior to the sale of the subject Lot or Condominium Unit. Notwithstanding the foregoing, neither judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Owner(s) of the subject Lot(s) or Condominium Unit(s) at his, her or their last known address of a written notice that expenses have been incurred by the Association and are delinquent and that the Declarant, the Association or the applicable Constituent Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the applicable Constituent Association, the Association or the Declarant that sets forth (a) the affiant's capacity to make the affidavit, (b) the authority for the lien, (c) the amount outstanding (exclusive of interest, costs, attorney fees), (d) the legal description of the Lot(s) or Condominium Unit(s), and (e) the name(s) of the Owner. Such affidavit shall be recorded in the office of the Register of Deeds of Wayne County prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the applicable Constituent Association, the Association or the Declarant may take any and all remedial actions as may be available to it hereunder under Michigan law.

4. Any lien established pursuant to this Article IV shall have equal priority with any lien established with respect to delinquent charges or assessments due to a Homeowners Association or a Condominium Association as those terms are defined in Article I above. The Constituent Association or the Association shall be entitled to collect all reasonable expenses of collection, including actual attorney fees and costs. The Constituent Association or the Association may enforce its 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 or Condominium Unit subject to the lien in order to satisfy the lien. Any lien established pursuant to this Article IV shall be subordinate and junior to the lien of any first mortgage securing a loan for the acquisition or improvement of any Lot or Condominium Unit. Notwithstanding anything to the contrary contained herein, the sale or transfer of any Lot or Condominium Unit shall not affect the lien arising out of the failure to pay any fees, dues or assessments when due. All fees, dues or assessments which shall remain due and unpaid sixty (60) days after the date said charges become due and unpaid shall be subject to interest at the highest legal rate allowable as of the date said charges become due.

5. Failure by the Association or its Board of Directors or any Constituent Association or its Board of Directors 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.

6. Each Constituent Association shall promptly pay over to the Association the amounts it collects for payment to the Association pursuant to this Article IV. If a Constituent Association fails to perform this obligation, the Association shall have the right to request and receive an accounting for the amounts collected by the delinquent Constituent Association and the right to direct that future payments of the amounts assessed against the Lots or

Condominium Units included in the Condominium or Subdivision administered by the Association be paid directly by the Owners to the Association.

ARTICLE V
ASSOCIATION BYLAWS

Any sale or purchase of a Lot or Condominium Unit in the Central Park Community shall be subject to the provisions set forth in Articles XI through XVII of this Declaration regarding the organization and administration of the Association and its affairs (the "Association ByLaws"), and each Owner agrees to abide by and observe such provisions. Declarant shall have the right to modify, amend or supplement the ByLaws, and so long as they are reasonable, any such modifications, amendments or supplements shall have retroactive effect to the date immediately preceding the date of this Declaration, until Declarant shall turn over the Association to the Owners. Once Declarant has turned over control of the Association to the Constituent Associations, the Association may amend or modify the Association ByLaws upon the affirmative vote of Members entitled to cast sixty-six and two-thirds percent (66-2/3%) of the total number of votes that may be cast, but such amendment or modification shall not have retroactive effect.

ARTICLE VI
RESTRICTIONS REGARDING COMMON FACILITIES AND
DEVELOPMENTS WITHIN THE CENTRAL PARK COMMUNITY:
RECREATION FACILITIES AND EASEMENTS

1. No immoral, improper, unlawful or offensive activity shall be carried on within or upon any of the common facilities (the "Common Facilities") identified in Article II, paragraph 1 above, that are subject to administration and maintenance by the Association nor shall anything be done within such areas which may be or become an annoyance or a nuisance to the Owners or Occupants of Lots or Condominium Units within the Central Park Community. No unreasonably noisy activity shall occur in or on the Common Facilities at any time and disputes among Owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Owner or Occupant shall do or permit anything to be done or keep or permit to be kept within or on the Common Facilities anything that will increase the rate of insurance maintained by the Association. No Owner or Occupant shall install or maintain or cause or permit the installation or maintenance of any improvement, structure or thing of any sort upon or within a Common Facility in the absence of the prior, written approval of the Association. No Owner or Occupant shall create or maintenance any condition upon or within a Common Facility that might constitute a nuisance or interfere with or impede the development and marketing efforts of the Declarant or any Developer, Proprietor or builder with respect to any part of the Central Park Community.

2. The Common Facilities shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind. In general, no activity shall be carried on nor condition maintained by an Owner or Occupant within or upon any Common Facility which is detrimental to the appearance of the Central Park Community.

3. No parking shall be permitted on the primary road depicted upon the attached Exhibit "C" and no Owner or Occupant or any building contractor shall cause or permit dirt, mud or construction debris to be deposited upon said primary road. No inoperable vehicles of any type may be brought or stored upon the primary road any other road within the Central Park Community, either temporarily or permanently. Commercial vehicles and trucks shall not be parked in or about the Central Park Community, except while making deliveries or pickups in the normal course of business. Nothing in this provision shall prevent the inclusion of additional restrictions regarding the private roads installed within any Condominium in the Master Deed and ByLaws recorded to establish the Condominium

4. No residential development of any type, including any Subdivision or Condominium, shall be established or constructed within the Central Park Community unless and until plans and specifications for such development and the terms and conditions of the documents used to establish the development (including, but not limited to Master Deeds, Exhibits to Master Deeds, Plats and Declarations of Covenants) have been approved in writing by the Association through its Board of Directors. The Declarant, for as long as Declarant controls the Association, shall have complete discretion as to the reasonableness of the conditions imposed for such required approvals

5. The Owners of Units in the Condominiums that may be established within the Central Park Community and their guests, tenants and invitees shall have the nonexclusive right, with all other Owners of Units in the Condominiums in the Central Park Community, to use certain recreation facilities (the "Condominium Recreation Facilities"), such as tennis courts, sports courts and a swimming pool, to be constructed by the Declarant or Declarant's assignee or successor in title in an area near Beck Road. (The proposed location of the Condominium Recreation Facilities is depicted on the attached Exhibit "D".) The Condominium Recreation Facilities will be private facilities and will not be open to the public or the Owners of Lots in the Subdivisions. Although the Condominium Recreation Facilities may be established as general common elements of the Condominium in which the Condominium Recreation Facilities are constructed or may be separately owned by the Association, the Owners of Units in all of the Condominiums that may be established within the Central Park Community shall contribute to the cost of operating, maintaining, repairing and replacing the Condominium Recreation Facilities. A subcommittee of the Association comprised of one committee member appointed by each of the Boards of Directors of the Constituent Associations that are Condominium Associations (the "Condominium Recreation Facilities Subcommittee") shall be responsible for the preparation and adoption of an annual budget for the operation, maintenance, repair and replacement of the Condominium Recreation Facilities and such budget shall include the cost of insurance premiums for hazard insurance for the replacement of the facilities and liability insurance with respect to the operation of the facilities. The Condominium Recreation Facilities Subcommittee shall also be responsible for the general oversight of the operation, maintenance, repair and replacement of the Condominium Recreation Facilities and for the adoption of reasonable rules regarding the use of those facilities. (The Board of Directors of each Constituent Association that is a Condominium Association shall inform the Association of the identity of its appointed committee member in the same manner as is provided for notification of the identity of Directors in Article XIII, paragraph 2 below and the Board of Directors of each Constituent Association that is a Condominium Association shall have the right to appoint a

replacement of its appointed committee member at its discretion.) The Master Deed and ByLaws of the Condominiums established within the Central Park Community shall include provisions describing the Condominium Recreation Facilities and the obligation of the Owners of Units to contribute to the cost of operating and maintaining those facilities. The amount of the assessments required to operate and maintain the Condominium Recreation Facilities (the "Condominium Recreation Facilities Assessment") shall be determined by the Condominium Recreation Facilities Subcommittee based on the above described budget. Each Constituent Condominium Association shall collect the Condominium Recreation Facilities Assessment from its respective Owners and shall remit the same to the Condominium Recreation Facilities Subcommittee. The Condominium Recreation Facilities Subcommittee shall be responsible for maintaining and accounting for the Condominium Recreation Facilities Assessments remitted to it.

6 The Owners of Lots in the Subdivisions that may be established within the Central Park Community and their guests, tenants and invitees shall have the nonexclusive right, with all other Owners of Lots in the Subdivisions in the Central Park Community, to use certain recreation facilities (the "Subdivision Recreation Facilities"), such as tennis courts, sports courts and a swimming pool, to be constructed by the Declarant or Declarant's assignee or successor in title in an area near Denton Road (The proposed location of the Subdivision Recreation Facilities is depicted on the attached Exhibit "D".) The Subdivision Recreation Facilities will be private facilities and will not be open to the public or to the Owners of Units in the Condominiums. Although title to the Subdivision Recreation Facilities and the related land will be held by the Homeowners' Association established to administer the common affairs of the Subdivision in which the Subdivision Recreation Facilities are constructed or by the Association, the Owners of Lots in all of the Subdivisions that may be established within the Central Park Community shall contribute to the cost of operating, maintaining, repairing and replacing the Subdivision Recreation Facilities. A subcommittee of the Association comprised of one committee member appointed by each of the Boards of Directors of the Constituent Associations that are Homeowners' Associations (the "Subdivision Recreation Facilities Subcommittee") shall be responsible for the preparation and adoption of an annual budget for the operation, maintenance, repair and replacement of the Subdivision Recreation Facilities and such budget shall include the cost of insurance premiums for hazard insurance for the replacement of the facilities and liability insurance with respect to the operation of the facilities. The Subdivision Recreation Facilities Subcommittee shall also be responsible for the general oversight of the operation, maintenance, repair and replacement of the Subdivision Recreation Facilities and for the adoption of reasonable rules regarding the use of those facilities (The Board of Directors of each Constituent Association that is a Homeowners' Association shall inform the Association of the identity of its appointed committee member in the same manner as is provided for notification of the identity of Directors in Article XIII, paragraph 2 below and the Board of Directors of each Constituent Association that is a Homeowners' Association shall have the right to appoint a replacement of its appointed committee member at its discretion.) The Declaration of Covenants and Restrictions recorded with respect to the Subdivisions established within the Central Park Community shall include provisions describing the Subdivision Recreation Facilities and the obligation of the Owners of Units to contribute to the cost of operating and maintaining those facilities. The amount of the assessments required to operate and maintain the Subdivision Recreation Facilities (the "Subdivision Recreation Facilities Assessment") shall

be determined by the Subdivision Recreation Facilities Subcommittee based on the above described budget. Each Constituent Subdivision Association shall collect the Subdivision Recreation Facilities Assessment from its respective Owners and shall remit the same to the Subdivision Recreation Facilities Subcommittee. The Subdivision Recreation Facilities Subcommittee shall be responsible for maintaining and accounting for the Subdivision Recreation Facilities Assessments remitted to it.

7 The PDD Agreement provides for the conveyance of land located within the Central Park Approved Planned Development to the Township for the construction and operation of a public golf course (the "Golf Course"). According to the option described in Recital A to this Declaration, the Golf Course is to be conveyed to the Association if the Township fails to satisfy conditions contained in the PDD Agreement regarding the development and construction of the Golf Course. The Association shall be responsible for the maintenance of the land that would otherwise have been included in the Golf Course as a common area available for use as open space to the Owners of Units and Lots in the Central Park Community. The Association shall also be responsible for operating, maintaining, repairing and replacing such facilities as may be constructed by Declarant or its successors or assigns within the land that would otherwise have been included in the Golf Course.

In any event, the land that is to be included in the Golf Course (the "Golf Course Land") is and shall remain part of the Central Park Approved Planned Development and shall be subject to the PDD Agreement. Upon the conveyance of the Golf Course Land to the Township, this Declaration shall be amended to add that land to the Central Park Community and said land shall be subject to the terms and conditions of this Declaration. Declarant shall have the right (but not the obligation) to assign responsibility for the maintenance, repair and replacement of the storm drainage facilities and detention ponds installed on the Golf Course Land to the Township. Upon conveyance of the Golf Course Land to the Township, Declarant further reserves the right (but is not obligated) to require that the Township participate in the assessments imposed by the Association in accordance with Article IV above.

8 The Declarant or Declarant's successors or assigns will install a network of pedestrian paths or sidewalks to provide access from the Condominiums and Subdivisions to the golf course to be constructed in the midst of the Central Park Community (the "Golf Course"), a public park located immediately west of Denton Road and such other open and natural areas as may be retained in the Condominiums and Subdivisions established within the Central Park Community. Except where the path network comprises sidewalks located within rights of way dedicated to public use, use of the path network shall be limited to any and all Owners and their guests, tenants and invitees unless the Declarant or Declarant's successor or assign determines that the path network or portions thereof should be open to use by the general public. All or some of the Condominiums and Subdivisions established within the Central Park Community will include tot lots or play areas limited to the use of the Owners of the Lots or Units in the Subdivision or Condominium in which the tot lot or play area is situated. Each Condominium Association and each Homeowners' Association shall be responsible for the maintenance, repair and replacement of the tot lots and play areas located in the Condominium or Subdivision for which the Condominium or Homeowners' Association is responsible and for any and all portions of the pedestrian paths or sidewalks located within their respective Condominium or Subdivision;

except that the Owners of each Lot or Site Condominium Unit shall be responsible for the maintenance, repair and replacement of any pedestrian path or sidewalk installed over and across or adjacent to the Owner's Lot or Site Condominium Unit. The responsibilities imposed upon each Condominium or Homeowners' Association pursuant to this paragraph 8 shall include the maintenance of liability insurance in such amounts as shall be deemed sufficient by the Association with respect to the pedestrian pathways.

9. The Declarant has obtained certain easements from Proctor for the operation, maintenance, repair and replacement of certain storm water detention ponds and storm drainage facilities constructed or to be constructed on the land referred to in paragraph 7 above as the Golf Course Land and on other portions of the Central Park Approved Development District that may be included in Central Park Community. Declarant intends to assign its rights and obligations under these easements to such entities as may purchase portions of the Central Park Approved Development District (including the Central Park Community) for development as Condominiums or Subdivisions so that any such Condominium or Subdivision and the Units or Lots therein shall continue to have the right to drain into said facilities and ponds and so that each Constituent Association shall bear responsibility for the maintenance, repair and replacement of the storm water drainage facilities and detention ponds that exclusively or primarily serve their respective developments. (For purposes of this Declaration, a detention pond and the related drainage facilities shall be deemed to primarily serve a development if more than fifty (50%) percent of the drainage received by the pond originates from that development; provided that Declarant reserves the right to finally determine and assign responsibility for the maintenance, repair and replacement of detention ponds and related drainage facilities between the developments served by such ponds as final engineering plans are developed for those specific improvements.) With respect to drainage facilities and detention ponds installed on the Golf Course Land, the Constituent Associations otherwise responsible for maintaining, repairing and replacing those facilities and ponds shall be relieved of that responsibility upon the assumption of that responsibility by the Township as the fee owner of the land burdened by the easements. Each Constituent Association shall be responsible for maintaining, repairing and replacing such storm water drainage facilities and detention ponds as may be installed within the common areas owned by the Constituent Association or upon the land included in the Condominium for which the Constituent Association was established.

10. For as long as any portion of the Central Park Approved Planned Development designated for development pursuant to the PDD Agreement remains undeveloped, Declarant reserves the right to create easements over the Central Park Community for vehicular and pedestrian ingress and egress to any and all portions of the Central Park Approved Planned Development and for the installation, maintenance, repair and replacement of any and all utilities required for the development of such areas (including, without limitation, above ground and below ground storm drainage facilities) in accordance with the terms of the PDD Agreement; provided that the easements created pursuant to this reserved authority shall not obstruct or interfere with the development of any Condominium or Subdivision in accordance with approvals issued by the Declarant pursuant to paragraph 4 of this Article VI. The intent of this provision is to prevent any portion of the Central Park Approved Planned Development that is designated

for development in the PDD Agreement from being landlocked or deprived of utilities required for the development of that area

ARTICLE VII
AMENDMENT

Declarant reserves 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 all or any particular Lot or Condominium Unit owned by Declarant or any affiliate of Declarant without the consent of any other party. For as long as Declarant is the only Member entitled to vote according to Article III above, Declarant further reserves the right to amend the provisions contained herein with respect to any and all areas included in the Central Park Community and any areas subject to easements beneficial to the Central Park Community to the extent necessary or desirable, in the sole discretion of the Declarant, to the development of the Central Park Community as an attractive residential development area. Once all Lots and Condominium Units in the Central Park Community have been sold by Declarant or its affiliates, the provisions set forth herein may be amended upon the affirmative vote of the Members entitled to cast sixty-six and two-thirds percent (66-2/3%) of the total number of votes that may be cast; provided, however, that the provisions of Article II, Paragraphs 1 and 2 and Articles IV and VIII may never be modified, amended or removed; except that Article II, Paragraphs 1 and 2 may be amended to broaden (but not reduce) the scope of functions carried out by the Association.

ARTICLE VIII
ASSIGNABILITY AND WAIVER

Declarant may at any time or times assign or waive any or all of its rights or powers under this Declaration by recording a notice of same with the Wayne County Register of Deeds.

ARTICLE IX
SEVERABILITY

The voiding or invalidation of any one or more of the covenants, conditions or restrictions, or parts thereof, contained herein, by judgment or court order, shall in no way affect any of the remaining provisions, and all of said restriction shall remain totally and severally enforceable. All construction shall be in accordance with (a) these covenants, conditions and restrictions and (b) the Ordinances of the Township as applied to the Central Park Community by the terms and conditions of the above PDD Agreement. Wherever a conflict shall exist, the more restrictive of the two shall apply.

ARTICLE X
NOTICES

Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the

last known address of the Person who or which appears as Owner on the records of the Association at the time of such mailing.

ARTICLE XI **VOTING**

Voting by the Members of the Association shall be governed by Article III above and the following additional provisions:

1. All votes on matters affecting the Association shall be cast at regular or special meetings of the Members of the Association by a representative of each of the Members of the Association and such representative shall have been identified as an authorized agent of the Member he or she represents in a resolution by the Board of Directors of the Member filed with the Secretary of the Association. Said resolution shall set forth the name and address of the authorized agent. The number of votes that may be cast on behalf of each Member is one; provided that each vote cast on behalf of a Member shall be ascribed a weight as described in Article III so that aggregate number of votes cast on behalf of Condominium Association Members is equal in weight to the aggregate number of votes cast on behalf of Homeowners Association Members.

2. For so long as Declarant retains control of the Association, the presence of the Declarant alone shall constitute a quorum for holding a meeting of the Members of the Association since Declarant shall comprise the only Member entitled to vote pursuant to Article III above. Once control of the Association has been turned over to the Constituent Associations, the presence in person or by proxy of a duly authorized agent of all of the Members other than the Declarant shall constitute a quorum for holding a meeting of the Members of the Association; provided that if a quorum is not in attendance at a duly convened annual or special meeting of the Association, the Members represented at the meeting shall have the right to adjourn the meeting to a time not less than 48 hours from the time the original meeting was called. With respect to any meeting convened pursuant to such adjournment, the presence in person or by proxy of a duly authorized agent of all but one of the Members other than the Declarant shall constitute a quorum for holding a meeting of the Membership of the Association. The written votes of any duly authorized agent of a Member furnished at or prior to any duly called meeting at which meeting said agent is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the votes are cast.

3. Votes may be cast only in person or by a writing duly signed by the duly authorized agent of a Member or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the Members of the Association. Cumulative voting shall not be permitted.

4. A majority, except where otherwise provided herein, shall consist of more than 50% of the votes that may be cast by authorized agents of Members present in person or by proxy (or written vote, if applicable) at a given meeting of the Members of the Association.

Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth. Tie votes shall be decided by the President of the Association or such other officer of the Association as may preside over the meeting at which the vote is cast.

ARTICLE XII MEETINGS

1. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the authorized agents of the Members as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with this Declaration or the laws of the State of Michigan.

2. An annual meeting of the Members of the Association shall be held within each calendar year at such reasonable time and place as shall be determined by the Board of Directors; provided, however, that for as long as the Declarant retains control of the Association, the requirement for an annual meeting may be satisfied by the filing of a written consent by the Declarant with the Secretary of the Association identifying the Directors elected by the Declarant to manage the affairs of the Association. After control of the Association has been transferred to the Constituent Associations, the requirement for an annual meeting may be satisfied by the filing of written consents by each Constituent Association with the Secretary of the Association identifying the Directors elected by each Constituent Association as provided in Article XIII below; provided that any one of the Constituent Associations may require that an actual meeting of the authorized agents of the Members (or Constituent Associations) be convened. At the annual meetings, each Member shall identify the Directors elected by that Member in accordance with Article XIII below. The Members may also transact at annual meetings such other business of the Association as may properly come before them.

3. It shall be the duty of the President to call a special meeting of the Members as directed by resolution of the Board of Directors or upon a petition signed by more than one of the Members presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

4. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Member, at least 10 days but not more than 60 days prior to such meeting. The mailing, postage prepaid, of a notice to the authorized agent of each Member at the address shown in the resolution required to be filed with the Association by Article XI, paragraph 1 above shall be deemed notice served. Any Member may, by written waiver of notice signed by a duly authorized agent of such Member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

5 If any meeting of Members cannot be held because a quorum is not in attendance, the Members who are present may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called. The determination of whether a quorum is present shall be made in accordance with Article XI, paragraph 2 above.

6 The order of business at all meetings of the Members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) the identification of Directors elected by the respective Members pursuant to Article XIII below; (g) unfinished business; and (h) new business. Meetings of Members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this paragraph 6, the order of seniority of officers shall be ^④President, ^⑤Vice President, ^③Secretary and ^①Treasurer.

7 Any action which may be taken at a meeting if the Members (except for the removal of Directors) may be taken without a meeting by written ballot of the Members. Ballots shall be solicited in the same manner as provided in paragraph 4 above for the giving of notice of meetings of Members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the Member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

8 The transactions at any meeting of Members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy; and if, either before or after the meeting, each of the Members not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

9 Minutes or a similar record of the proceedings of meetings of Members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE XIII
BOARD OF DIRECTORS

1. For so long as the Declarant retains control of the Association, the Declarant, as the sole voting Member of the Association, shall elect all of the members of the Board of Directors of the Association and said Board of Directors shall be comprised of such number of Directors as the Declarant deems necessary or reasonable in its sole discretion.

2. Four (4) months prior to the projected time for turning over control of the Association to the Constituent Associations, Declarant shall notify the Constituent Associations of the date upon which the Declarant expects to turn over control of the Association. During the four-month period after receipt of the aforesaid notice from the Declarant, each Constituent Association shall elect one (1) member of the Board of Directors of the Association. The entire membership of the Board of Directors shall be comprised of one Director elected by each Constituent Association. Each Member (or Constituent Association) shall notify the Association of the identity of the Director elected by it by filing a duly adopted resolution of the Constituent Association with the Secretary of the Association setting forth the name and address of the elected Director. After it turns control of the Association over to the Constituent Associations, the Declarant shall not have any further right to elect Directors of the Association.

3. The Directors elected by the Constituent Associations pursuant to paragraph 2 above shall continue to serve until the date of the second annual meeting to occur after they are elected unless they resign prior to that date or they are removed pursuant to paragraph 8 of this Article XIII. Upon receipt of notice of the aforesaid second annual meeting, each Constituent Association shall elect the Director it is entitled to elect pursuant to paragraph 2 of this Article and all such Directors shall serve for a period of two years or until successor Directors are elected, unless they first resign or are removed pursuant to paragraph 8 below.

4. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by this Declaration or required hereby to be exercised and done by the Members of the Association.

5. In addition to the foregoing duties imposed herein or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

(a) To manage and administer the affairs related to and to maintain the Common Facilities described in Article II, paragraph 1

(b) To levy and collect the assessments described in Article IV above and to use the proceeds thereof for the purposes of the Association

(c) To carry insurance and collect and allocate the proceeds thereof.

(d) To rebuild improvements after casualty.

(e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Common Facilities and such other improvements as the Association may be required or authorized to operate or maintain.

(f) To acquire, maintain and improve; and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Condominium Unit or Lot and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of 75% of the votes that may be cast by all of the Members of the Association.

(h) To make rules and regulations in accordance with Article II, paragraph 4 above.

(i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Common Facilities described in Article II and to delegate to such committees any functions or responsibilities which are not by law or this Declaration required to be performed by the Board.

(j) To enforce the provisions of this Declaration.

6. The Board of Directors may employ for the Association a professional management agent (which may include the Declarant or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in paragraphs 4 and 5 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by this Declaration required to be performed by or have the approval of the Board of Directors or the Members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Declarant or any affiliate of Declarant, in which the maximum term is greater than three years or which is not terminable by the Association upon 90 days written notice thereof to the other party.

7. Vacancies in the Board of Directors which occur after Declarant has conveyed control of the Association to the Constituent Associations caused by any reason shall be filled by the appointment of a replacement Director by the board of directors of the Constituent Association represented by the former Director. The Constituent Association appointing the replacement Director shall notify the Association of the identity of the replacement Director by filing a duly adopted resolution of the Constituent Association with the Secretary of the Association setting forth the name and address of the replacement Director it has appointed.

Each person so appointed shall be a Director until a successor is elected as provided in paragraph 2 above. Vacancies among Directors elected by the Declarant shall be filled by the Declarant.

8. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of Members entitled to cast seventy-five percent (75%) or more of the votes that may be cast at such meeting. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting. Any Director that is removed by a vote of the Members shall be replaced pursuant to the procedure provided in paragraph 7 above. The Declarant may remove and replace any or all of the Directors selected by it at anytime or from time to time in its sole discretion.

9. The first meeting of a newly elected Board of Directors shall be held within 10 days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

10. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director personally, by mail, telephone or telegraph, at least 10 days prior to the date named for such meeting.

11. Special meetings of the Board of Directors may be called by the President on three days notice to each given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two Directors.

12. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

13. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon 24 hours prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

14. The actions of the any Board of Directors of the Association elected by the Declarant shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in this Declaration.

15. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

16. Notwithstanding any other provision in this Declaration, no Board of Directors of the Association shall commence any litigation against the Declarant unless and until commencement of the litigation has been approved by an affirmative vote of Members entitled to cast seventy-five (75%) percent or more of the votes that may be cast by all Members attained after a Special Meeting held specifically for the purpose of approving such action

17. With respect to all matters acted upon by the Board of Directors, each Director shall have one vote. Each Director's vote shall have a weight ascribed to it such that the total number of votes cast by the Directors elected by Condominium Associations shall be equal in weight to the total number of votes cast by the Directors elected by Homeowners' Associations. (For example, if three Members are Condominium Associations and two members are Homeowners' Associations, the weight assigned to the vote of each Condominium Association elected Director shall be one (1) and the weight assigned to the vote of each Homeowners' Association elected Director shall be one and one-half (1.5). Tie votes shall be decided by the President of the Association, or in the absence of the President, by the next highest ranking officer of the Association as may preside over the meeting at which the vote is cast.

ARTICLE XIV OFFICERS

1. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices except that of President and Vice President may be held by one person and specific limitations apply to the offices of President and Vice President as set forth below

(a) The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association. No person shall serve as President for more than two consecutive years and the office of President shall rotate between Directors elected by Condominium Associations and Directors elected by Homeowners Associations so that a President that is a Director from one type

of Constituent Association is succeeded as President by a Director of the other type of Constituent Association

(b) The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors. The office of Vice President shall be held by a Director elected by a Condominium Association if the office of President is then held by a Director elected by a Homeowners Association and vice versa

(c) The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

(d) The Treasurer shall have responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors

2. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board

3. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting

4. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors

ARTICLE XV **SEAL**

The Association may (but need not) have a seal. If the Board determines that the Association shall have a seal, then it shall have inscribed thereon the name of the Association, the words "corporate seal", and "Michigan"

ARTICLE XVI
FINANCE

1 The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses of the Common Facilities any other expenses incurred by or on behalf of the Association. Such accounts and all other Association records shall be open for inspection by the Members and Owners and the mortgagees of Owners during reasonable working hours. The Association shall prepare and distribute to each Member and Owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Condominium Unit or Lot shall be entitled to receive a copy of such annual audited financial statement within 90 days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration.

2 The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

3. Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation or their current statutory successors and may also be invested in interest bearing obligations of the United States Government.

ARTICLE XVII
INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement, incurred by or imposed upon him in connection with any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Directors or officer at the time such expenses are incurred, except as otherwise prohibited by law; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled

At least ten days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Members and Owners thereof. Further, the Board of Directors is authorized to carry officers' and directors liability insurance covering acts of the officers and Directors of the Association in such amounts as it shall deem appropriate.

ARTICLE XVIII REMEDIES FOR DEFAULT

Any default by an Owner or other Person shall entitle the Association or another Owner or Owners to the following relief; provided that the provisions of Article XIX shall supersede the provisions of this Article XVIII with respect to disputes between or among Members of the Association:

1. Failure to comply with any of the terms or provisions of this Declaration shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Owner or Owners.

2. In any proceeding arising because of an alleged default by any Owner or Occupant, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Owner or Occupant be entitled to recover such attorney's fees.

3. The violation of any of the provisions of this Declaration shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Facilities Elements or any part of the Central Park Community (but not into the interior of any dwelling or related garage), where reasonably necessary, and summarily remove and abate, at the expense of the Owner, Occupant or party in violation, any structure, thing or condition existing or maintained contrary to the provisions of this Declaration. The Association shall have no liability to any party arising out of the exercise of its removal and abatement power authorized herein.

4. The Association shall have the right to impose fines upon the responsible party, including Owners and Occupants, for violations of any of the provisions of this Declaration; provided that any such fines shall only be imposed in accordance with procedures (including a schedule of fines) duly adopted by the Board of Directors and distributed to all Owners and Members at least twenty (20) days prior to the imposition of such fines.

5. The failure of the Association or of any Owner to enforce any right, provision, covenant or condition which may be granted by this Declaration shall not constitute a waiver of the right of the Association or of any such Owner to enforce such right, provision, covenant or condition in the future.

6. All rights, remedies and privileges granted to the Association or any Owner or Owners pursuant to this Declaration shall be deemed to be cumulative and the exercise of any one or more of them shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

7. An Owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of this Declaration, including paragraph 8 below. An Owner may maintain an action against any other Owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of this Declaration.

8. With respect to the obligations imposed upon Constituent Associations for the maintenance, repair and replacement of certain improvements such as the portions of the pedestrian path network described above in Article VI, paragraph 8 above and the drainage facilities and detention ponds described in Article VI, paragraph 9 above, if a Constituent Association fails to perform any one or more of those obligations to the detriment of any development other than the development administered by the defaulting Constituent Association, the Association (but not any Owner or Owners) shall have the right to enter upon the development administered by the defaulting Constituent Association or such easement area as may have been established for the benefit of that development for the purpose of performing the maintenance, repair or replacement obligation that the defaulting Constituent Association has failed to perform. The Association and its contractors shall have a temporary easement for access to the facility or improvement in need of maintenance, repair or replacement and the land adjacent to the facility or improvement to the extent required to perform the work. The Association shall be entitled to charge a reasonable amount in addition to the cost of the work for administrative costs; provided that such amount shall not exceed ten (10%) percent of the cost of the work and further provided that the Association shall not exercise this remedy without first providing written notice to the Constituent Association of the condition that must be corrected and a reasonable time to correct the condition. The Association shall have the right to determine how much time is reasonably required to correct a condition, provided that in no event shall the time provided be less than fifteen (15) days.

ARTICLE XIX **RESOLUTION OF DISPUTES**

1. All parties acquiring an interest in the Subdivisions and Condominiums developed within the Central Park Community, as a condition of acquiring such interest, stipulate and agree that all questions, disputes or controversies arising between or among the Members of the Association shall be resolved exclusively in accordance with the following procedures:

First: The dispute will be submitted to mediation, with a single mediator to be jointly selected by the Constituent Associations that are in dispute. If the two sides cannot mutually agree on the selection of a single mediator within ten (10) days, each shall select one mediator; the two mediators will jointly select a third mediator who will mediate the dispute. The cost of mediation will be Shared equally by each side to the dispute.

If the dispute is not resolved through mediation within sixty (60) days, the dispute will be submitted to binding arbitration to be conducted in Wayne County, Michigan in accordance with the rules of the American Arbitration Association. The parties to the dispute shall have ten days to reach unanimous consensus on a single arbitrator to resolve the dispute or controversy. If they cannot so agree, then each shall appoint one arbitrator and the two arbitrators so appointed shall select a third arbitrator within the following ten day period; the three arbitrators so selected shall act as a panel to consider and resolve the dispute or controversy. If the two arbitrators appointed cannot agree on a third arbitrator, then the American Arbitration Association shall choose a third arbitrator. The decision of the sole arbitrator, or (if there shall be three arbitrators) of two of the three arbitrators, shall be final and binding on this Association and the disputing Member or Members. Unless otherwise agreed by the parties to such arbitration, all hearings shall be held by, and all written submissions shall be made to, the arbitrator or arbitrators within thirty (30) days following appointment of the arbitrator or arbitrators. The decision of the arbitrator or arbitrators shall be made within thirty (30) days following the later of the date of the last hearing or the date of the final submission by the parties to such arbitration. Any award or decision of the arbitrator or arbitrators may be enforced in any court of competent jurisdiction. The parties to the dispute shall each bear an equal share of the fees of the arbitrator or arbitrators, but shall bear their own respective expenses in connection with any arbitration pursuant hereto.

2 It is the express intent of the Declarant and this document that no lawsuits or other court proceedings be instituted or prosecuted by the Constituent Associations against one another or against the Declarant with regard to issues pertaining to the Association or the Central Park Community. The Constituent Associations and their members hereby expressly waive their rights to institute or prosecute any lawsuits or other court proceedings against the Declarant or the other Constituent Associations with regard to issues pertaining to the Association or the Central Park Community.

ARTICLE XX EXPANSION OF THE CENTRAL PARK COMMUNITY

Declarant reserves the right to unilaterally amend this Declaration to revise the legal description of the Central Park Community (and thus the land subject to the terms, conditions and restrictions set forth herein) to include any and all portions of the land included in the Central Park Approved Planned Development, said land being described in Exhibit "E". Declarant may amend this Declaration any number of times to add portions of the Central Park Approved Planned Development to the Central Park Community. The only limitation on Declarant's right to add said land to the Central Park Community is that Declarant's right to add land shall expire on May 26, 2004, or such later date as may be provided for the completion of the Central Park Approved Planned Development by amendment of the PDD Agreement between Declarant and the Township. If required by the Township, Declarant shall have the right to include the land referred to in Exhibit "E" as the "Denton Road Parcel" in the Central Park Community; provided that the owners of such lots as may be established within that area shall then be entitled to use the Subdivision Recreation Facilities described above (but not the Condominium Recreation Facilities) and such lots shall also be subject to the assessments imposed to support those facilities and such other assessments as may be deemed equitable by Declarant.

