

WHISPERING MEADOWS SUBDIVISION, NOVI, MICHIGAN

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF THE WHISPERING MEADOWS HOMEOWNERS ASSOCIATION

[This document contains the Covenants, Conditions and Restrictions in use by the Whispering Meadows Homeowners Association for the subdivision called Whispering Meadows in the City of Novi, State of Michigan.]

DECLARATION OF THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WHISPERING MEADOWS HOMEOWNERS ASSOCIATION

WHEREAS, Whispering Meadows hereinafter referred to as the "Subdivision", is a planned community located in the City of Novi, County of Oakland, State of Michigan on real property described in Exhibit A.

WHEREAS, the Subdivision desires to subject the Common Areas to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of the Subdivision and each owner of a Lot therein; and

WHEREAS, the Subdivision has created a legal entity called the Whispering Meadows Homeowners Association with the State of Michigan (corporation identification number 714357) to own and administer the Common Area and facilities that may be constructed thereon, the subdivision signs, entrances, including without limiting the generality thereof, plantings, shrubs, trees, sprinkling systems if any within any right-of-way or cul-de-sac, entrance walls or monuments, interior walks or bike paths, street lighting, if any, and to collect and disburse the assessments and charges hereinafter created; and

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

ARTICLE I - DEFINITIONS

A. "Association" shall mean and refer to the Whispering Meadows Homeowners Association, a Michigan Non-Profit Corporation, its successors and assigns.

B. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Subdivision and any future subdivisions hereafter annexed, or the land contract purchaser thereof, but excluding those having any interest merely as security for the performance of an obligation.

C. "Common Area" shall mean those areas of land within Whispering Meadows Subdivision (including the improvements thereto) now or hereafter owned by the Association for the sole use and enjoyment of the Owners and shall also include, without limiting the generality thereof, playgrounds, plantings, shrubs, trees and sprinkling systems within any right of way or cul-de-sac, entrance walls or monuments, interior bike paths and walks, subdivision signs, street lighting, if any, and other improvements as may be provided from time to time. The Common Area to be owned by the Association shall be all areas designated on the plat as it now exists or as it may from time to time be

modified or extended, as parks or park areas and all other areas designated on the plat, if any, as common areas. These designated areas are private and are not available to the public at large.

D. "Lot" shall mean and refer to any numbered lot shown on the recorded plat of Whispering Meadows subdivision, and any future subdivisions hereafter annexed, is subjected to these restrictions for residential purposes of single family dwellings.

E. "Subdivision" shall mean the individual or entity executing these Deed Restrictions and any successor or assign.

F. "Declaration" shall mean and refer to this Declaration of Restrictions, as recorded in the office of the Oakland County Register of Deeds, State of Michigan.

G. "Member" shall mean and refer to the owner of record entitled to membership in the Association, as provided in this Declaration.

H. "Architectural Control Committee" Committee of Subdivision members, who are appointed by the Board of the Whispering Meadows Homeowners Association to serve for one year terms, or until replaced by a subsequent appointee. Its purpose is to review proposed major changes to lots within the Subdivision in order to maintain the esthetics and structural compatibility of similar homes within the Subdivision.

I. "Flood Plain" shall mean that area designated on the recorded plat of Whispering Meadows Subdivision identified as a flood plain or flood plain area. If the 100 year flood plain area depicted in any such plat is revised by the United States Army Corp of Engineers and the Michigan Department of Natural Resources, to remove such area from the 100 year flood plain, such property may be used for future development.

J. "Wetlands" shall mean that area described within a recorded plat of a Whispering Meadows Subdivision and identified within such plat as a wetland.

K. "Woodlands" shall mean that area within a recorded plat of a Whispering Meadows Subdivision identified as a woodland area.

L. "Phase" shall mean a contiguous platted subdivision(s) and such common areas and improvements within such subdivision, as Subdivision in its sole discretion may elect to make subject to the covenants and restrictions, easements, charges and liens of this Declaration as hereinafter set forth.

M. "Subdivision" shall mean the legal entity of real estate that has been divided into smaller lots for the erection of houses and recorded with the Register of Deeds; a housing estate.

ARTICLE II - HOMEOWNERS ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Establishment of Non-Profit Corporation. There is hereby established an association of Owners to be known as the WHISPERING MEADOWS HOMEOWNERS ASSOCIATION. Such Association is organized in accordance with the recording of the Deed Restrictions. The Association is organized as a nonprofit corporation (Identification Number 714357) for a perpetual term under the laws of the State of Michigan and shall have such powers as are enumerated in this Declaration as well as those set forth in the corporate By-Laws for the Association.

B. Dedication of Common Area. Subdivision agrees to dedicate and convey to the Association for the benefit of each Owner of a Lot in the Subdivision(s) a right and easement of enjoyment in designated Common Areas and any facilities and improvements located thereon, if any, when the same shall be so designated and hereby agrees that it will convey the Common Area to the Association free and clear of all liens and encumbrances within ninety (90) days of the recording of any plat which shows a designated Common Area. Title to the Common Area shall vest in the Association subject to the rights and easements of enjoyment in and to such Common Area by the Owners. Said easement of enjoyment shall not be personal, but shall be considered to be appurtenant to the Lots and shall pass with the title to the Lots whether or not specifically set forth in the deeds of conveyance of the Lots.

Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or purchasers who reside on his Lot. All Whispering Meadows Commons areas are designated private.

Subdivision reserves to itself in any conveyance of common area(s) all gas, oil and excel rights if it so elects in its' sole discretion.

Any Owner wishing to erect any temporary structures or items in said Common Areas, including but not limited to tents, chairs, tables, sports equipment, toys, gardening items, art, landscaping items, plants, bushes, trees, plant material or any other items, must contact a member of the board of directors for permission to do so and complete any necessary forms and file any required fees as prescribed by the Association.

C. Association Property Rights - Common Area. The right and easement of enjoyment of each owner in and to the Common Area shall be subject to the following prior rights of the Association.

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

D. Membership and Voting Rights.

1. Every owner of a lot in the Subdivision shall be a mandatory member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.
2. Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons, collectively shall be members, and the vote

for each such Lot shall be exercised as they determine, provided that in no event shall more than one vote be cast with respect to any one Lot.

E. Membership Fees and Purpose. In order to pay the cost of carrying out its responsibilities hereunder, the Association shall levy fees, dues or assessments on each Lot in the Subdivision, whether or not the Lot owner is an active member of the Association. All such fees, dues or assessments shall be charged equally to each Lot, and may be enforced through the lien provided for in Section C(2) of this Article or by any other lawful means of collecting debts. The fee for Whispering Meadows shall be \$70.00 per year and may not be increased by more than 10% per year.

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

Anything contained herein to the contrary notwithstanding, there shall be no membership fee due for any Lot until a home is constructed on the Lot and the home is first occupied by a purchaser. The fees, dues or assessments levied by the Association may also be decreased provided that any such decrease shall have the assent of the majority of the board of directors of the Association.

F. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy against each Owner, in any assessment year, a special assessment of up to 10%, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any improvement upon the Common Area and other areas under the control of the Association, including subdivision entrances, retention ponds, fixtures and personal property, provided that any such assessment shall have the assent of the majority of the board of directors of the Association and notice shall be given lot owners as to the purpose and use of said funds with details of proposed expenditures.

G. Lien. Any fees, dues or assessments established by the Association, and any amounts or expenses incurred in enforcing these restrictions which are reimbursable, shall constitute a lien on the Lot of each Lot owner responsible for such fees or expenses. Subdivision or the Association, as the case may be, may enforce the lien by recording appropriate instruments confirming the existence of the lien and foreclosing the lien by appropriate legal action. In such legal action, a court of competent jurisdiction shall be empowered to order a sale of the subject to the lien in order to satisfy the lien. The lien shall be subordinate and junior to the lien of any first mortgage securing a loan for the acquisition or improvement of any Lot in the Subdivision.

H. Exempt Property. All property exempt from taxation by state or local governments and dedicated for public use shall be exempt from the assessments, charge and lien created herein.

I. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. The sale or transfer of any lot pursuant to mortgage foreclosure proceedings or a judgment of foreclosure, shall extinguish the lien of such assessments as to payments which became due prior to such foreclosure sale but shall not relieve such lot from liability for any future assessments thereafter becoming due or from the lien thereafter created.

J. Liability of Board Members. Neither any Member of the Board nor the Subdivision shall be personally liable to any owner, or to any other party, for damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the Board, the Subdivision or any other representatives or employees of the Association.

ARTICLE III - ARCHITECTURAL CONTROL

No house, building, fence, wall, deck, swimming pool, outbuilding or other structure, landscaping or exterior improvement shall be constructed or erected on any Lot (excluding normal maintenance), nor shall any exterior addition to or change or alteration therein or change in the exterior appearance thereof be made until the plans and specifications showing the nature, kind, size, shape, height, colors, materials, topography and location of the same on the Lot shall have been submitted to and approved in writing by the association board of directors and Architectural Control Committee (the "Committee") composed of a minimum of three (3) persons appointed by the board of the Whispering Meadows Homeowners Association.

A. Plans and specifications for final approval by the Committee shall include the following:

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

B. Preliminary plans may first be submitted for preliminary approval.

C. No approval by the Committee shall be valid if the structure or improvement violates any of the restrictions set forth in this Declaration, except in cases where waivers have been granted as provided for in said Articles.

D. The Committee may disapprove plans because of noncompliance with any of the restrictions set forth in Articles III through VI of this Declaration, or because of reasonable dissatisfaction with the grading and drainage plan (except for normal maintenance), the location of the structure on the Lot, the materials used, proportions, shape, the color scheme, the finish, design, height, style, repetition, or appropriateness of the proposed improvement or alteration or because of any matter or thing, which in the reasonable judgment of the Committee, would render the proposed improvement or alteration inharmonious or out of keeping with the objectives of the Committee or with improvements erected on other Lots in the Subdivision. All owners, by accepting ownership of their Lot, acknowledge that the primary purpose for providing for architectural control is to insure the proper and harmonious development of the Subdivision in order to maximize the aesthetic beauty of the Subdivision and its blending with the surrounding area. To this end, Subdivision or the Architectural Control Committee, as the case may be, shall be deemed to have reasonable discretion in terms of determining what dwellings, fences, walls, structures or improvements will be permitted and are in keeping with the aesthetic beauty and desirability of the subdivision and are otherwise consistent with the purposes of these Restrictions.

E. There will be a written response from the Board within fifteen (15) days, excluding holidays. The Board will acknowledge a lot owner's request and an answer will be forth coming within thirty (30) days, including reasons for non-approval.

F. In the event the Committee fails to approve or disapprove plans within thirty (30) days after submission, then such approval will not be required, but all other limitations, conditions and restrictions set forth in this Declaration shall apply and remain in force as to such plans.

G. Committee approval shall be deemed given if the plans and specifications submitted for approval are marked or stamped as having been finally approved by the Committee, and are dated and signed by a majority of the members for the Committee who were validly serving on the Committee on the date of such approval.

H. In no event shall either Subdivision or the Committee have any liability whatsoever to anyone for their approval or disapproval of plans, drawings, specifications, elevations or the dwellings, fences, walls, or other structures subject thereto, whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty or otherwise. By way of example, neither Subdivision nor the Committee shall have liability to anyone for approval of plans, specifications, structures or the like which are not in conformity with the provisions of this Declaration, or for disapproving plans, specifications, structures or the like which arguably are in conformity with the provisions hereof. In addition, the Committee shall not be required to pass upon any technical aspects of construction or whether construction meets zoning, building code or safety requirements. The Committee's approval shall merely mean that the plans are in compliance with the intent and purpose of these restrictions and shall not be construed as to imply that the Committee has passed upon any other aspects of the plans, nor shall such approval imply that the building plans or specifications comply with zoning, building codes, safety requirements or regulations of the City of Novi, Michigan.

I. Any structural changes or additions to any lot, that was in existence prior to the adoption of these Declaration of Covenants, Conditions and Restrictions (CCR) is automatically grandfathered in and is not subject to the Architectural Control Committee.

ARTICLE IV - BUILDING AND USE RESTRICTIONS FOR THE SUBDIVISION

A. Use of Lots. All Lots shall be used and occupied for single family residence only, and no building of any kind whatsoever shall be erected, re-erected, moved or maintained thereon except one single family dwelling house and appurtenant buildings on each Lots, as hereinafter provided. Such dwelling house shall be designed and erected for occupation by a single private family. A private attached side or rear entrance garage for the sole use of the respective Owner or occupant of the Lot upon which said garage is erected may also be erected and maintained as long as it is in conformity with City of Novi requirements whose requirements are incorporated by reference into this document. The requirement that garages have a side or rear entrance may be waived by the Subdivision/Association.

B. Character and Size of Buildings. No plan for construction of any dwelling will be approved unless the proposed dwelling has the minimum square footage required from time to time by the City of Novi. In addition, the dwelling must have a minimum of the following square footages: for a one story dwelling (e.g. ranch) - a minimum living main floor area of 2,000 square feet; for a two story dwelling - a minimum livable floor area of 1,400 square feet on the first floor and a total minimum livable floor area of 2,400 square feet; and for a tri-level dwelling (one in which there are two stories adjacent to one another) - a minimum livable floor area on the main or ground floor of 2,200 square feet. All computations of livable floor area for determination of the permissibility of erection of a residence shall be exclusive of garage, porches, or terraces. All garages must be attached and architecturally related to the dwelling. No garage shall provide space for less than two (2) automobiles nor more than three (3) automobiles. Carports are specifically prohibited.

These requirements are not applicable to previously erected homes that were in existence before these CCRs were adopted.

C. Minimum Yard Requirements. No building on any Lot shall be erected:

1. Nearer than Thirty Five (35) feet from the back Lot line; and
2. Nearer than Thirty (30) feet from the front property line; and
3. Nearer than Ten (10) feet from the side property line, with an aggregate total of Thirty (30) feet.
4. All lot set back requirements shall be in strict accordance with the requirements of the City of Novi Zoning Ordinances for R-3 zoning.

Approval of a variance by both the Committee and the City of Novi permitting front, rear or side yards smaller or greater than the above shall be deemed a valid waiver of this Restriction. In the event that the City of Novi shall, at any time, require yard areas larger than those above specified, then in such event all dwellings shall comply with the requirements of the City of Novi. No variance, however, shall be effective unless it is also agreed to in writing by the Committee. In the event that any requirement is in

conflict with a City of Novi ordinance, then the City's ordinance shall prevail and the requirement listed in this document is rendered null and void.

D. Animals. No farm animals, livestock or wild animals shall be kept, bred or harbored on any Lot, nor shall any animals be kept or bred for commercial purposes. Domestic animals commonly deemed to be household pets may be kept by the Owner and members of his household so long as such pets shall have such care so as not to be objectionable or offensive to others. In no event shall more than three (3) animals, either three dogs or three (3) cats or a combination thereof, be kept or harbored on any lot, with the exception that a litter of pups or a litter of kittens, or a portion of a litter may be kept for a period not exceeding five (5) months from birth.

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

E. Fences, Walls, Etc. No fence or wall of any kind shall be erected or maintained on any Lot without the prior written approval of the Committee. No fence exceeding four (4) feet in height or wall shall be maintained or erected which blocks or hinders vision at street intersections. No chain link fence shall be permitted. No fence, wall or hedge shall be erected, grown or maintained in front of or along the front building line or on either resident side of a Lot, unless such fence, wall or hedge previously existed prior to the adoption of these CCRs.

A fence is defined as an enclosure or barrier, such as wooden posts, wire, iron, masonry, brick, stone, etc., used as a boundary, means of protection, privacy screening or confinement, but not including hedges, shrubs, trees or other natural growth.

A Hedge is defined as a fence formed by a row of closely planted shrubs or bushes.

F. Easements.

1. Easements for the installation and maintenance of utilities, underground television cable, sewer lines, water mains, drainage lines, surface drainage swales, or any other improvements which would serve the residents of the Subdivision, as established by Subdivision, its successors and assigns, are shown on the recorded plat. The use of all or a part of such easements may at any time or times hereafter be granted or assigned by Subdivision, its successors or assigns, to any person, firm, corporation, governmental unit or agency which furnishes such service. - or utilities

2. No buildings may be constructed or maintained over or on any easements; however, after the aforementioned utilities have been installed, planting, fencing (where permitted), or other Lot line improvements shall be allowed, so long as they do not violate the provisions of this Article and do not interfere with, obstruct, hinder, or impair the drainage plan of the subdivision and so long as access be granted, without charge or liability for damages, for the installation and/or maintenance of the utilities, drainage lines and/or additional facilities of Whispering Meadows Subdivision and such plantings and shrubs do not interfere with the visibility or maintenance of signs placed within such areas by Subdivision.

3. Private easements for public utilities have been granted and reserved on the plat of the Subdivision.

G. Wells. No new wells shall be dug, installed or constructed on any Lot, except for dry wells for sump pump drainage.

A dry well is an underground structure that disposes of unwanted water, most commonly storm water runoff, by dissipating it into the ground.

H. Structures. Trailers, tents, shacks, sheds, barns, or any temporary buildings of any description whatsoever, are expressly prohibited and no temporary occupancy shall be permitted in unfinished residential buildings. However, the erection of a temporary storage building for materials and supplies to be used in the construction of a dwelling by a licensed builder, and which shall be removed from the premises upon completion of the building may be permitted, upon prior written permission from the Subdivision.

1). No tree houses are allowed in the front yard, except if it is erected in the backyard then it will be permissible, or any other above ground building structure.

2). An exception shall be made for temporary, removable structures such as party tents, used for short term purposes, and removable children's play structures.

I. Exterior Surface of Dwellings. The visible exterior walls of all dwelling structures shall be made of wood, brick, brick veneer and/or stone in any combination. Stucco, aluminum and/or ledge rock may also be used, so long as any of these materials alone or in combination do not exceed fifty percent (50%) of the total of all visible exterior walls. The use of cement block, slag, cinder block, imitation brick, asphalt and/or any type of commercial siding is expressly prohibited. Windows and doors shall not be included in calculating the total area of visible exterior walls. The Committee may grant such exceptions to this restriction as it deems suitable in its discretion. However, exterior surfaces that are in existence prior to the adoption of these CCRs are not in violation of this section and are therefore permissible.

J. Signs. No sign or billboard shall be placed, erected, or maintained on any Lot, except one sign advertising the Lot, or the house and Lot for sale or lease, which said sign, shall have a surface of not more than sixteen (16) square feet, provided that such sign shall have been constructed and installed in a professional manner. Any such sign shall be kept clean and in good repair during the period of its use.

K. Destruction of Building by Fire, etc. Any debris resulting from the destruction in whole or in part of any dwelling or building on any Lot shall be removed with all reasonable dispatch from such Lot in order to prevent an unsightly condition and in accordance with the City of Novi's ordinance.

L. Landscaping. Upon the completion of a residence on any of the Lots, the Owner thereof (and the word "owner", as used in this connection, is intended to mean the party who purchases a residence from the builder thereof, and each subsequent purchaser), shall cause the Lot owned by him to be finish-graded and seeded or sodded and suitably landscaped as soon after the completion of construction as weather permits. The Lot and the drainage ditch, if any, contiguous to each Lot shall be kept free of weeds by the Owner thereof. All landscaping and lawns shall be kept reasonably maintained at all times.

M. Driveways. All driveways being constructed and/or replaced shall be constructed of concrete or concrete with paving brick unless the Committee shall approve an alternate paving material. The initial plans, submitted to the committee in accordance with Article II hereof, shall designate the location of the driveway and the building materials to be used for approval by the Committee.

N. General conditions.

1. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and the same shall not be kept except in sanitary containers properly concealed from public view. Garbage containers shall not be left at the road for more than twenty-four (24) hours in any one week.
2. No house trailers, commercial vehicles, boat trailers, boats, buses, camping vehicles, trailers, motor homes, un-registered vehicles or camping trailers may be stored on any Lot, unless stored fully enclosed in an attached garage. Commercial vehicles and trucks shall not be parked in the Subdivision or on any Lot therein, except while making normal deliveries or pickups in the normal course of business. However, a construction trailer may be maintained by each builder offering new houses for sale, only during the period when new houses are under construction in the Subdivision by that builder. Boats, motor homes, and house trailers have a seven-day grace period for normal maintenance prior to being in violation. Seven days is defined as the cumulative total of individual days within a one-year period in accordance with the ordinances of the City of Novi.
3. No laundry shall be hung for drying in such a way as to be visible from the street on which the dwelling fronts, and in the case of corner Lots, such laundry shall not be hung so that it will be visible from the streets on which the dwelling fronts and sides.
4. The grade of any Lot or Lots in the Subdivision may not be changed without the written consent of the Committee. However, it can be maintained to prevent water seepage into the home. This restriction is intended to prevent interference with the water drainage plans for the Subdivision.
5. No "through the wall" air conditioners may be installed on the front wall or in any front window of any building.
6. No outside compressors for central air conditioning units may be located other than in the rear yard and must be installed and maintained in such a manner so as to create no nuisance to the residents of adjacent dwellings, except for those already in existence prior to the adoption of these CCRs.
7. No swimming pool may be built which is higher than one (1) foot above the existing Lot grade. No permanent, above ground swimming pools shall be erected or maintained on any Lot. Hot tubs, whirlpools and/or any spa style equipment must be installed in the back of a residence in accordance with City of Novi ordinances and with all appropriate Association approvals.
8. All Lots in the Subdivision shall be used exclusively for single family residential purposes. Except as specifically permitted herein, no structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single family dwelling not to exceed two and one-half (2 1/2) stories in height, which may include an attached garage.
9. No Lot shall be subdivided, except with the written consent of Subdivision in compliance with local ordinance and the Subdivision Control Act.

10. No outside television antenna or other antenna or aerial, saucer or similar device shall be placed, constructed, altered or maintained on any Lot or any home constructed thereon, unless the Committee or the Declarant determines, in their sole discretion, that the absence of any such device creates a hardship with respect to a particular Lot.

11. It shall be the responsibility of each Lot Owner to prevent the occurrence of any unclean, unsightly, or unkempt condition of buildings or grounds on each Owner's Lot.

a). Whenever firewood is stored as a principal or accessory use, such firewood shall be stacked in a neat, orderly manner, and when outdoors at least six (6) inches from any building or structure. Firewood shall not be stored in the front yard of any parcel occupied for single-family residential use.

b). For purposes of this section, the term "firewood" is defined as any wood or wood product to be burned as fuel.

c). Wood must be elevated above the ground so as to not attract rodents.

12. No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighbor.

13. No Lot shall be subdivided, or its boundary lines changed, except with the written consent of the Committee or Subdivision in compliance with local ordinances, zoning and the Subdivision Control Act. However, Subdivision hereby expressly reserves the right to replant any two (2) or more Lots shown on the plat or preliminary plat of the Subdivision according to Section 560.104(a) of the Subdivision Control Act, in order to create a modified building Lot or Lots and to take such other steps as are reasonably necessary to make such re-platted Lots suitable or fit as building sites to include, but not be limited to, the relocation of easements, walk-ways and right-of-ways to conform to the new boundaries of said re-platted lot.

14. Subdivision hereby expressly reserves to itself the right to re-plat any two (2) or more Lots shown on the plat or any preliminary plat of the Subdivision according to Section 560.104(a) of the Subdivision Control Act, in order to create a modified building Lot or Lots and to take such other steps as are reasonably necessary to make such re-platted Lots suitable and fit as a building site to include, but not be limited to, the relocation of easements, walk-ways, and right-of-ways to conform to new boundaries of said re-platted Lot.

O. Prohibited Uses.

No home or lot may be used for a church, synagogue, mosque, temple or other such place that would be open to the public.

No lot may be turned into a parking lot for public use.

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

ARTICLE V – NON-WOODLAND AREAS

Removal of Trees in Non-Woodland Areas

It shall be the responsibility of each Lot owner to maintain and preserve all trees on the Owner's Lot, which responsibility includes any trees that fall onto the owner's property. Provided, however, no permission shall be necessary for the removal of trees which fall within the area being used for the construction of a home which shall include all areas within ten (10) feet of the outer walls of a home and the areas within a driveway, utility easements or rights-of-way.

ARTICLE VI- ANNEXATION OF ADDITIONAL LOTS AND/OR COMMON AREA

Subdivision reserves the right in its sole and absolute discretion at any time or times in the future to amend this Declaration and by recording such with the Oakland County Register of Deeds Office to add to it one or more lots or one or more additional subdivisions of land contiguous and adjacent to the Subdivision, hereafter developed and platted by Subdivision or its assigns, such amendment need only to be signed by the Subdivision or the Association. Additional lots and/or subdivisions may or may not contain additional common areas, wetlands, woodlands and/or improvements. Any such amendment(s) to this Declaration shall provide that the owners of all of the residential Lots added to the Subdivision or in additional subdivisions shall be required to be members of the Association and shall be subject to the constraints, covenants, restrictions, easements, charges and liens set forth herein. Such amendment(s) shall also provide that the common area contained within the Subdivision and all common areas later added to the Subdivision or future subdivisions shall be for the benefit and use of all Owners of all Lots in the subdivisions. Additional common areas may be annexed to the Association by Subdivision. Any common area so added shall be owned and maintained by the Association in accordance with the terms of these Deed Restrictions. Annexation by action of the Association shall require ratification by the majority of Association members then entitled to vote. The Association maintains the right to monitor and maintain all Commons area property lines including extended owner lawn maintenance and landscaping etc. into existing Commons area property lines.

ARTICLE VII - ASSIGNMENT

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

executed by such assignee shall without further act, release said Subdivision from all obligations, duties and liability in connection therewith.

ARTICLE VIII - GENERAL PROVISIONS

A. Severability. Invalidity of any one of these constraints, covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

B. Amendment. The constraints, covenants and restrictions of this Declaration shall run with and bind the land. This Declaration may be amended at any time by an instrument signed by a majority of Whispering Meadows Homeowner's Association Board of Directors, as long as notice is provided within fifteen (15) days, excluding holidays, to lot owners.

C. Deviations by Agreement with Subdivision. Subdivision hereby reserves the right to enter into agreements with the grantee of any Lot or Lots (without the consent of grantees of other Lots or adjacent property) to deviate from any or all of the Covenants set forth in Article III, provided there are practical difficulties or particular hardships evidenced by the grantee and determined by Subdivision in its sole discretion and any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of any such Covenant as to the remaining Lots in Whispering Meadows Subdivision.

D. Each Owner of a Lot in Whispering Meadows Subdivision shall file the correct mailing address of such owner with Subdivision and shall notify Subdivision promptly in writing of any subsequent change of address. Subdivision shall maintain a file of such addresses and make the same available to the Association. A written or printed notice, deposited in the United States Post Office, postage prepaid, and addressed to any Owner at the last address filed by such Owner with Subdivision shall be sufficient and proper notice to such owner whenever notices are required in this Declaration.

ARTICLE IX - ENFORCEMENT

The Association, shall have the right at any time or times to proceed at law or in equity against any person violating or attempting to violate any provision contained herein, to prevent or abate such violations, to compel compliance with the terms hereof, to enter upon any land within the Subdivision and correct any condition in and remove any building, structure or improvement erected, installed or maintained in violation of the terms hereof at the Lot Owner's expense, and to recover damages or other dues for any violation, as long as reasonable notice is provided. Any such entry shall not constitute a trespass. Subdivision may recover against a Lot Owner violating the provisions of this Declaration all reasonable costs incurred by it in enforcing such provisions in any of the foregoing ways, including the cost of removing offending structures and actual attorneys fees and other litigation costs. Failure to enforce any provision contained herein in any particular instance shall not be deemed a waiver of the right to do so as to any continuing, subsequent or other violation.

ARTICLE X - LANDS AFFECTED

A. The covenants, conditions and restrictions set forth herein shall not be binding upon or affect in any way any property other than the Subdivision. Specifically, these restrictions shall not apply to or constitute a burden or encumbrance on any adjacent property, including any adjacent property owned by Subdivision, unless Subdivision in its sole discretion elects to make such binding upon same by appropriate recorded written Amendment.

B. Subdivision reserves the right to create one or more subdivisions from the property adjacent to the Subdivision, or to otherwise develop all or any of such property. Such subdivisions or developments may be the subject of no restrictions or of restrictions which are more or less stringent than those set forth herein.

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