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 \$ 2.00 REMONUMENTATION
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 LYNN D. ALLEN, CLERK/REGISTER OF DEEDS

**ORCHARD RIDGE ESTATES HOMEOWNER'S ASSOCIATION
 FIRST AMENDED DECLARATION OF COVENANTS, AGREEMENTS
 AND RESTRICTIONS**

THIS FIRST AMENDED DECLARATION OF COVENANTS, AGREEMENTS, AND RESTRICTIONS, made and declared this 14th day of October, 1998, by ORCHARD RIDGE ESTATES HOMEOWNER'S ASSOCIATION, INC., a Michigan Corporation, hereinafter sometimes referred to as "Association," whose address is P.O. Box 296, Novi, Michigan 48376-0296.

WITNESSETH:

A. That the Association is comprised of the Lot Owners and certain real property situated in the City of Novi, Oakland County, Michigan, more particularly described in Exhibit A: attached hereto and made a part hereof by this reference.

B. The Members of the Association desire to amend the Declaration of Covenants, Agreements and Restrictions as provided by Developer and recorded with the Register of Deeds, Oakland County, Michigan, on November 5, 1979, in Liber 7686, pp. 261-284, to include the additions and revisions herein, but to otherwise leave the original declaration intact.

C. The Association desires to provide for the preservation of certain services for the subdivision community developed on said property and for the permanent maintenance of such facilities by the subdivision association including participation in a storm detention system, and further desires to subject the real property to certain covenants, agreements, restrictions, easements, charges and liens for the mutual benefit of the Lots subdivided on said real property all as hereinafter set forth, each of which is for the benefit of and shall run with and bind the real property and each owner thereof, and to affirm the Association shall be delegated and assigned the powers and responsibility to maintain and administer the facilities, to administer and enforce covenants, agreements, restrictions, easements, charges and liens as set forth in this Declaration and to collect and disburse the assessments and charges hereinafter set forth.

NOW THEREFORE, the Association does declare that the real property described in Exhibit A attached hereto; made a part hereof and incorporated herein by this reference is hereby and shall be held, transferred, sold, conveyed and occupied subject to the covenants, agreements, restrictions, easements, charges and liens as hereinafter set forth.

ARTICLE I

DEFINITIONS

(1) "Developer" shall mean VINCENTI LAND DEVELOPMENT COMPANY, INC., a Michigan Corporation, its successors and assigns.

(2) "Association" shall mean the non-profit corporation organized by the Developer to be known as the Orchard Ridge Estates Homeowner's Association, and any successor thereof.

(3) "Property" shall mean the real property described in Exhibit A attached hereto and made a part hereof and all the Lots, detention ponds and common areas, if any, and the proposed subdivision known as ORCHARD RIDGE ESTATES SUBDIVISION, to be developed on the real property described in Exhibit A.

(4) "Common Areas" shall mean those areas designated as detention ponds and other areas, if any, designated as "common areas" by Developer on the proposed Plats as "Outlot-Detention Basin and Greening Commons" in Subdivision No. 1 and "Greening Commons" in Subdivision No. 2, which are to be owned by the Association and to be devoted to the common use and enjoyment of the owners of Lots.

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

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

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

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is subject to and shall be held, transferred, sold, conveyed and occupied pursuant to this Declaration is more particularly described in Exhibit A which is attached hereto and made part hereof by this reference and which includes a total of one hundred and seventy seven (177) single-family residential lots and common areas.

ARTICLE III

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

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

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

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

2(b) Class B Membership shall be limited to Developer which shall be entitled to three (3) votes for each Lot owned by Developer. Class B Membership shall terminate as to any Lots owned by Developer and be converted to and become Class A Membership as to any Lots owned by Developer when the total votes outstanding in the Class A Membership equal the total votes then outstanding in the Class B Membership. Voting rights shall be extended only to class members whose dues assessments and liens are fully paid by the date any vote is taken.

ARTICLE IV

EASEMENTS, PROPERTY RIGHTS AND ASSOCIATION PURPOSE

(1) MEMBER'S EASEMENTS: Every member shall have a right and easement to use the detention ponds for their intended purposes and other Common Areas, so designated on the proposed plats as "Outlot-Detention Basin and Greening Commons" in Subdivision No. 1 and "Greening Commons" in Subdivision No. 2 and such easement shall be appurtenant to and shall pass with title to every Lot.

(2) TITLE: Developer may retain legal title to the detention ponds and other Common Areas, until such time as it has recorded a plat of the subdivision where the detention ponds or Common Areas are located. Prior to the conveyance of the first Lot in each such plat, Developer hereby covenants that it shall convey the detention ponds and other Common Areas, lying within said plat to the Association, free and clear of all liens and encumbrances, except Easements and right-of-ways of record, and subject to provisions of this declaration.

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

(4) ACCESS EASEMENT: The Association and the City of Novi, their agents and representatives shall have a perpetual easement for reasonable access to the detention ponds and other Common Areas, at all reasonable times for purposes of maintenance, repair, operation and improvement thereof.

(5) ASSOCIATION PURPOSE: The Association shall have the duty and responsibility to maintain the detention ponds and other Common Areas, for the benefit of the subdivision.

ARTICLE V

MAINTENANCE ASSESSMENT COVENANT

(1) LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS: Developer, for and on behalf of each and every Lot owned within the real property, does hereby covenant and agree and each Owner of any Lot by acceptance of a deed therefore whether or not it shall be set forth therein, is deemed to covenant and agree to pay to the Association: (a) all annual assessments or charges when due, and (b) special assessments, if any, for capital improvements to be established and collected as hereinafter set forth and each Owner does covenant, agree and accept all of the terms, conditions, covenants and agreements hereof in accordance herewith.

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

(3) ANNUAL ASSESSMENT: Until the conveyance of the first Lot in such plat by Developer to an Owner, the maximum annual assessment shall be ~~not to exceed \$100.00~~ dollars per Lot. *\$125.00*

3(a) From and after January 1 of the year immediately following the conveyance of the first lots for each plat to an Owner, the maximum annual assessment may be increased or decreased each subsequent year as may be determined by majority approval of the Board of Directors as needed to pay all costs, expenses and charges to carry out its purposes.

3(b) In the event of any annual deficit, the Board of Directors of the Association shall assess each lot prorata annually to pay any such deficits.

(4) SPECIAL ASSESSMENTS: In addition to the annual assessments provided herein, the Association may levy special assessments according to specific provisions.

4(a) Capital Improvements: The Association may levy a special assessment applicable to that assessment year only for the purpose of defraying, in whole or part, the cost of any construction, reconstruction, repair or replacement of a capital improvement to the detention ponds or other Common Areas, provided, however, that any such special assessment shall first be approved by two-thirds (2/3) of the votes of each class of the Association Membership.

4(b) Other Assessments: The Association may levy assessments for disbursements other than provided for herein, deemed to promote and be in the mutual interest of the subdivision, provided, however, that any such special assessment shall first be approved by two-thirds (2/3) of the votes of each class of the Association Membership.

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

(6) NOTICE AND QUORUM: Written notice of any membership meeting called for any purpose hereunder shall be sent by first class mail to all Members at least thirty (30) days in advance of such meeting, and shall set forth the purposes thereof. At such meetings, the presence or proxies of all members of the Board of Directors, shall constitute a quorum. In the event the required quorum is not present at such meeting, another meeting may be called, upon notice as set forth herein and the required quorum at such subsequent meeting shall be the presence or proxies of those members of the Board of Directors in attendance at the preceding meeting.

(7) COMMENCEMENT DATE OF ANNUAL ASSESSMENTS: The first annual assessment shall commence and be due for each Lot from the Owner within thirty (30) days after title is acquired by an Owner to such Lot. The amount of the annual assessment which shall be due for the first annual assessment shall be an amount which bears the same proportion to the annual assessment specified in paragraph (3) hereof as the remaining number of months in that year bears to twelve (12). The annual assessments for any year, after the first assessment year, shall become due and payable on the second day of January of each year; provided, however, that the Board of Directors, in its discretion may establish an installment program for payment of the annual, special or deficit assessments and may charge interest in connection therewith, but each such assessment shall be and become a lien on each Lot on January 2 of each year after the initial year.

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

(9) EFFECT OF NON-PAYMENT OF ASSESSMENTS, PERSONAL OBLIGATION OF THE OWNER AND LIENS AND REMEDIES OF THE ASSOCIATION: In the event any assessment is not paid on the due date then such assessment shall become delinquent and a lien therefor shall thereupon arise and shall, together with interest thereon and costs of collection therefor (as hereinafter provided) be and become a continuing lien on such Lot until paid in full, and such lien shall be binding upon the Lot, the Owner thereof and his or her heirs, personal representatives, successors and assigns. Such assessments shall also be a personal obligation and debt of the Owner(s) and shall be binding upon such Owner(s) to pay such assessments and remain his or her personal obligation and debt for the statutory period; provided, however, such obligation and debt shall not pass to his or her successors in title unless expressly assumed by such successor or assign. Any successor or assign in or to title may obtain from the Association a written statement as to any unpaid assessments and charges on such Lot and such statement shall be binding upon the Association. In the event the assessment is not paid in full within thirty (30) days after delinquency, the assessment shall bear interest from the date of delinquency at the rate of six (6%) percent per annum and the Association may bring an action at law against the Owner(s) personally obligated to pay the same or foreclose the lien against the Lot, and there shall be added to the amount of such assessment(s) and interest, the cost of preparing and filing the complaint in such action and/or in connection with foreclosure and, in the event a judgment is obtained, the judgment shall include interest on the assessment as above provided and reasonable attorney's fees together with all costs and expenses of the action.

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

(11) EXEMPTIONS AND MODIFICATION OF ASSESSMENTS:

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

11(b) All Lots owned by Developer shall be exempt from seventy-five (75%) percent of the annual assessments, special assessments and deficiency assessments. Upon conveyance of any Lot by Developer to a Class A Member, this exemption for each Lot shall thereupon cease and such Lot shall then be liable for the prorated balance of that year's established annual assessment, if any; provided, however, that any Lots owned by Developer shall not be exempt from assessments by the City of Novi for real property taxes and other charges.

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

ARTICLE VI

USE AND OCCUPANCY RESTRICTIONS AND COVENANTS

(1) LAND AND BUILDING USE RESTRICTIONS: Every Lot shall be restricted for use only as one-family residential dwelling unit. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one single, private, family dwelling, with attached private garage for not less than two (2) cars, except as herein otherwise provided.

(2) DWELLING UNIT SIZE: No dwelling shall be placed or erected on any Lot which has a livable floor space of less than one thousand seven hundred (1,700) square feet. Dwellings of two (2) stories or story and one half (1½) shall have a minimum livable floor space of one thousand eight hundred (1,800) square feet. Livable floor space, as used herein, shall include actual area within the outer surface of the outside walls, not including any garage, carport, basement, porches, breezeways or entranceways.

(3) BUILDING LOCATION: All buildings and structures shall be located on each Lot at least thirty (30) feet from the front Lot line and all buildings and structures on any corner Lots shall be located at least thirty (30) feet from any side street Lot line. Side yards on each side of every dwelling unit shall not be less than ten (10) feet in width. For the purpose of these set-back and side-yard provisions, eaves, steps and open porches shall not be considered as part of any building or structures.

(4) LOT SIZES: No Lot shall be reduced in size by any method whatsoever without prior written consent of the Developer. Lots may be enlarged by consolidation with one or more adjoining Lots under one ownership. In the event one or more Lots are developed as a unit, all restrictions herein contained shall apply as to a single Lot. In any event, no dwelling shall be erected, altered, placed or permitted to remain on any site smaller than on Lot as shown on the recorded Plat.

(5) EASEMENTS: Easements for construction, installation, modification and maintenance of public utilities, surface drainage facilities, and sanitary sewer, storm sewer and water main facilities are reserved as shown on the plat and/or as may otherwise appear of record as set forth herein and easements are hereby expressly reserved to Developer in, through and across a strip of land six (6) feet in width along all rear Lot lines and in, through and across a strip of land three (3) feet in width along all side Lot lines for installation and maintenance of telephone and electric lines and conduits, sanitary and storm sewers, water mains, gas lines and for surface drainage facilities. In addition, easements are hereby expressly reserved for use by any public utility service determined to be necessary or advisable by the Developer for the benefit of the subdivision. Developer, the Association and the City of Novi shall also have an easement along the side ten (10) feet and the rear twenty (20) feet of all Lots abutting detention ponds for purposes of cleaning, dredging, purifying, repairing, improving or otherwise maintaining and operating such facilities. The use of these easements or any part thereof may be assigned by Developer at any time and from time to time to any person, firm, corporation, governmental agency, municipal authority or department furnishing one or more of the foregoing services and/or facilities, and any such easement herein reserved may be relinquished, waived and terminated, in whole or in part, by the Developer upon filing for record an appropriate instrument of relinquishment. No structure, planting or other materials or obstacle shall be placed or permitted to remain within the area reserved herein for such easements which may damage or interfere in any way with the installation and maintenance of such service facilities and utilities, including without limitation, facilities for underground electrical and telephone distribution systems which may affect, change, obstruct or retard the flow or direction of water in and through drainage channels in such easements, or which may change, obstruct or retard the flow of surface water or would be detrimental to the property of others and/or change or affect the finished grade of any Lot once established by Developer. The easement area contained in each Lot and all improvements therein shall be maintained in presentable condition continuously by the Lot Owner, other than as to utilities for which a public authority or utility company shall be responsible. The Owner shall be liable for damages to any service facilities and utilities thereon, including damages to electric, gas and telephone distribution lines and facilities therein and drainage ditches now located or hereafter constructed in the subdivisions shall not be drained, filled, altered, changed, dammed or widened without the express written consent of Developer and the Board of Directors of the Association.

(6) ANTENNAE: All antennae shall conform to all applicable codes and ordinances of the City of Novi. Satellite dishes not more than two (2) feet in diameter shall be permitted and may be erected upon the exterior of any dwelling unit on any lot. Construction plans for all antennae and satellite dishes shall be reviewed and approved by the Association Architectural Committee and the City of Novi Department of Building and Safety as necessary.

(7) TEMPORARY STRUCTURES AND VEHICLES: No house trailer, commercial or trailer, motorhome, boat, boat trailer, personal watercraft or trailer, camping vehicle or trailer, motorcycle and snowmobile may be parked on or stored on any Lot in the subdivision unless stored fully enclosed within an attached garage or similar structure and further any commercial vehicle, buses and trucks shall not be parked in the subdivision or on any Lot therein, except to make normal deliveries or pick-ups in the normal course of business. No structure of a temporary character or trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently. (The foregoing restrictions shall not be applicable to any activities by any builders or Developer during any sales and construction periods.)

(8) SIGNS: All Signs shall conform to all applicable codes and ordinances of the City of Novi and, where required by code or ordinance, shall be reviewed and approved by the Association architectural Committee and City of Novi Department of Building and Safety as necessary. No sign shall be erected or displayed in any common area for a duration longer than ninety-six (96) hours. Signs of a political nature are not permitted in the common areas.

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

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

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

(12) INTERSECTION SIGHT DISTANCE: No fence, wall, structure, planting or obstruction shall be erected, established or maintained on any corner Lot within a triangular area formed by the street lines and a connection line which is a point of twenty-five (25) feet from the intersection of such street lines which shall have a height that is more than two (2) feet; provided, however, shade trees with wide branches which are at least eight (8) feet above ground shall be permitted within such area.

(13) ARCHITECTURAL CONTROLS: It is understood and agreed that the purpose of architectural controls is to promote an attractive, harmonious residential development having continuing appeal. Until the construction plans and specifications are submitted to and approved in writing by the Association, (i) no building, fence, wall, or other structure shall be commenced, erected or maintained nor (ii) shall any additions, change or alteration therein be made except for interior alterations. The said construction plans and specifications shall show the nature, kind, shape, height, materials, color scheme (including samples of exterior building materials upon request), location on Lot, approximate cost of such building or other structure and the grading and landscaping plans of the Lot to be built upon. The Association shall have the right to refuse to approve any such construction plans or specifications, grading plans, or landscape plan, which are not suitable or desirable, in the opinion of the Association for aesthetic or other reasons; and in so passing upon such construction plans and specifications, grading plan or landscape plan, the Association shall have the right to take into consideration the suitability of the proposed building or other structure with the surroundings, and the effect of the building or other structure on the outlook from adjacent or neighboring properties. In no instance shall a building design be permitted which does not have panels on all outside elevations. Further, in no instance shall buildings of a design exactly the same occupy four (4) contiguous Lots. All plans, specifications and other material shall be filed with the Association for approval or disapproval. A report in writing setting forth the decisions of the Association, and the reasons therefor shall thereafter be transmitted to the applicant by the Association, within fourteen (14) days after the date of filing complete plans, specifications and other material by the applicant. The Association will aid and collaborate with prospective builders and make suggestions from preliminary sketches. Prospective builders are encouraged to submit preliminary sketches for informal comments prior to the submittal of architectural drawings and specifications for approval. In the event (i) the Association fails to approve or disapprove within fourteen (14) days after complete submission, the final plans, specifications and other material, as required to this Declaration; or (ii) no suit to enjoin construction has been filed within fourteen (14) days after commencement of such construction, approval shall not be required, and the related requirements of this Declaration shall be deemed to be complied with. The maintenance of all buildings, structures and lots shall conform to all applicable codes and ordinances of the City of Novi. In the event of disrepair to any building or structure, repair shall be completed as soon as practical but in no instance longer than six (6) months from the time of disrepair.

(14) FIREWOOD: All firewood shall be stored in conformance to all applicable codes and ordinances of the City of Novi. Firewood shall be stacked in a neat, orderly manner and shall not be stored in the front yard of any dwelling unit.

ARTICLE VII

MISCELLANEOUS

(1) BINDING EFFECT AND AMENDMENT: The covenants, restrictions and agreements of this Declaration shall run with and be binding upon the real property and each Lot and may be amended or modified by Developer at any time and from time to time prior to the sale of the first Lot in each respective subdivision effective upon recording the same with the Register of Deeds, Oakland County, Michigan. Any such amendments or modifications shall also be covenants, restrictions and agreements which shall run with the land and be binding upon the real property and each Lot. This Declaration shall continue for a term of Twenty (20) years from the date it is recorded, after which time it shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended after the sale of the first Lot in each respective subdivision during the first twenty (20)

year period only by instrument executed by not less than ninety (90%) percent of the Lot Owners and thereafter by instrument signed by not less than seventy-five (75%) percent of the Lot Owners and by Developer in the event Developer continues to own any Lots and in the event any amendment affects in any way the detention ponds, and/or Common Areas, such amendment shall not be effective unless the prior written consent of the City of Novi, Michigan is first obtained.

(2) **NOTICES:** Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, to the last known address of the person who appears as the Member or Owner on the records of the Association at the time of mailing.

(3) **ENFORCEMENT:** Enforcement of these covenants, agreements and restrictions shall be by any proceeding at law and/or in equity against any person or persons in violation thereof or who attempt to violate any of the covenants, agreements or restrictions, either to restrain violation hereof or to recover damages or both, and against the land to enforce any lien created hereunder. The Association shall send a registered notice of violation requesting correction, under the notice provisions of this Declaration. Following fifteen (15) consecutive days, in the event of no response or correction, the Association shall send a second registered notice. If no response or correction follows a second notice, the Board of Directors of the Association may at its option seek remedy by City ordinance or, upon unanimous vote, assess and provide notice of a penalty, not to exceed 100% of the annual assessment for each infraction hereof. A penalty shall become due and payable thirty (30) days from the date of notice and the provisions stated herein shall coordinate with the other provisions for remedies of this Declaration. Penalties assessed may be reassessed annually in addition to the regular annual assessment, at the option of the Board of Directors, until the violation is corrected. Any failure by the Association or any Owner or Developer to enforce any covenants, agreements or restrictions contained herein shall not be deemed to be a waiver thereof or a waiver of any right to enforce the same hereunder.

(4) **SEVERABILITY:** Invalidation of any one or more of these covenants, agreements or restrictions by judgment or court order shall not in any way affect the validity or enforcement of any other provision herein, which shall remain in full force and effect.

ARTICLE VIII

ADMINISTRATION OF ASSOCIATION

(1) **AUTHORITY:** The Association shall proceed under Act 327, PUBLIC ACTS OF MICHIGAN of 1931.

(2) **GOVERNING BODY:** The Association shall be governed by a Board of Directors, which shall consist of the officers and directors elected by the Members of the Association.

(3) **OFFICERS AND DIRECTORS:**

3(a) The Officers of the Association shall consist of President, Vice-President, Secretary and Treasurer, serving a term of two years. Only Members in good standing may hold office. No individual may serve more than two consecutive terms in any office nor hold any combination of office for more than two consecutive terms; however, the provisions herein shall not preclude an individual who has served two consecutive terms as an officer to be elected again after no less than one year absence from office. No two officers may be from the same household. The term of office for Vice-President and Secretary beginning November 1, 1986, shall be for one year. Each succeeding term shall be for two years, such that these terms expire in alternating years from the other Officers and Directors.

3(b) In addition to the Officers listed above, there shall be three Directors elected for a term of two years. No individual shall serve as a Director for more than two consecutive terms. Only Members in good standing may hold office.

3(c) Each Officer and Director position shall be filled by the candidate receiving the highest number of votes cast for that office. By accepting an office, each elected candidate agrees to uphold, enforce and be bound by the covenants, agreements and restrictions of the Association.

(4) **DUTIES AND RESPONSIBILITIES:**

4(a) The President shall be Chief Executive Officer of the Association and Chairman of the Board of Directors. The President shall preside at all meetings of the Association and of the Board of Directors. The President shall be an ex-officio member of all committees and shall see that all resolutions and orders of the Board of Directors are carried into effect.

4(b) The Vice-President shall fulfill all the duties of the President in the event of absence or vacancy of the office. The Vice-President shall also fulfill the duties of any other officer should they be absent from a meeting of the Association.

4(c) The Secretary shall have charge of the official records of the Association except those specifically placed elsewhere by the Board of Directors. The Secretary shall arrange, issue notices for and keep minutes of all meetings of the Association and Board of Directors and shall keep a record of the reports of committees. The minutes shall be kept in books belonging to the Association and shall be open for inspection by any member in good standing. The Secretary shall have custody of the official seal which shall be affixed by the Board. The Secretary, in coordination with the Treasurer, shall file any reports required by law and coordinate official correspondence.

4(d) The Treasurer shall have custody of all funds and securities of the Association and shall receive and disburse monies at the direction of the Board of Directors. The Treasurer shall keep financial records of the Association and make a full written report of the Association's financial condition at the Annual Meeting. All accounts shall be kept in books belonging to the Association and shall be open to inspection by the Officers and Directors. The Association shall furnish bond for the Office of Treasurer.

4(e) Directors shall advance and consider motions for resolution on proposals submitted by Members of the Association. The Directors shall have charge of ensuring the activities and resolutions are consistent with the covenants, agreements and restrictions of the Association. The Directors shall specify an annual audit on the records of the Association by an independent member of the Association.

(5) BOARD OF DIRECTORS:

5(a) The Directors together with the Officers herein shall constitute the Board of Directors. The business and property of the Association shall be managed by the Board of Directors.

5(b) The Board of Directors shall conduct a general meeting of the Association once every three months at regular intervals. Special meetings of the Board of Directors may be held at any time by the call of the President or by mutual agreement of the Officers and Directors. General meetings of the Board of Directors shall be open to the Membership of the Association.

5(c) The Board of Directors shall receive reports from all committees for necessary action or for submission to the Association at their meetings. The Board of Directors shall also receive, upon request, individual copies of the minutes of all general and special meetings for consideration and analysis.

5(d) In the event of a vacancy of the Board of Directors, the position shall be filled at the next general meeting of the Board. The person selected to serve the unexpired term shall be a member in good standing and win the majority vote of the Directors present and voting or by proxy.

5(e) No Board member, except the Treasurer, shall receive compensation from the Association for any services performed. The Board of Directors may employ administrative and/or technical personnel and fix their salary as deemed necessary. These people will hold their position only at the pleasure of the Board of Directors.

5(f) A member of the Board of Directors may voluntarily resign by submitting a resignation at any of the general meetings of the Board of Directors, by notifying the Secretary, or by not taking part in two consecutive meetings.

5(g) A member of the Board of Directors may be removed from office prior to the expiration of their term for any violation of the provisions herein, upon unanimous vote of the balance of Board of Directors.

5(h) The duties of any Board member absent from any general or special meeting of the Board of Directors will be assumed by the Vice-President or the delegate of the President and Vice-President and shall not be assumed by a non-Board member.

(6) FINANCES:

6(a) The fiscal year of the Association shall begin January 1 and end December 31. The funds of the Association shall be deposited in the name of the Association in any number of financial institutions as approved by the Board of Directors. It is preferable that all deposits be made in a financial institution within the city of Novi and the account be the type that bears interest.

6(b) Funds of the Association shall be withdrawn only on the check or order of the Association, signed by the Treasurer and counter signed by any of the other Officers. In the event of absence of the Treasurer, the Board of Directors may appoint an alternate. Check or orders shall not be drawn to amounts exceeding the sum of \$750.00 per month unless or until such expenditures have been approved by the Board of Directors.

6(c) The Board of Directors shall certify the records of the Association on an annual basis.

(7) MEETINGS:

7(a) The Annual Meeting of the Association shall be held on the third Tuesday in October, the place within Oakland County, State of Michigan, to be fixed by the Board of Directors two months in advance with 30 days notice given to the Membership of the Association.

7(b) General meetings of the Association may be scheduled by the Board of Directors to occur at regular quarterly intervals through the year, following the Annual Meeting. The general meetings shall be determined in advance and held at a place within Oakland County, State of Michigan, with 30 days notice given to the Membership of the Association.

7(c) Special meetings of the Association may be held at any time upon the call of a majority of the Board of Directors or, if requested in writing, by 25% of the Members in good standing.

7(d) The order of business at the Annual Meeting shall be as follows:

1. Roll call of the Board of Directors.
2. Review and approval of the minutes of preceding meetings.
3. Report of the Officers.
4. Election of Officers and Directors.
5. Transaction of other business.
6. Adjournment.

In the absence of any objections, the order of business may vary at the discretion of the presiding officer.

7(e) The election of members to the Board of Directors shall take place at the Annual Meeting. Membership present or voting by proxy constitute the electorate. The elected Officers and Directors shall take office effective November 1. Each candidate who receives a plurality of the votes cast shall be declared elected to the office for which said votes are cast. Nominations may be made from the floor at the Annual Meeting.

(8) COMMITTEES:

8(a) The Board of Directors shall be empowered with full authority to establish, set goals for and terminate committees.

8(b) No Member in good standing shall be refused placement and participation on any established committee.

8(c) An Architectural Control Committee shall be established by the Board of Directors within thirty days of election.

(9) DUTIES AND RESPONSIBILITIES OF COMMITTEES:


9(a) Upon formation, the members of the committee shall nominate a spokesperson and secretary for the purpose of making reports to the Board of Directors.

9(b) Committees shall structure their activities within the bounds of the covenants, agreements and restrictions set forth herein.

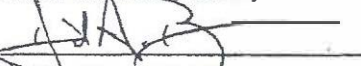
Pursuant to the approval of the Members in accordance to Article VII, paragraph one, the Orchard Ridge Estates Homeowner's Association Board of Directors hereby endorses the First Amended the Declaration of Covenants, Agreements and Restrictions, and hereunto set its hands this 14th day of October, 1998.

ORCHARD RIDGE ESTATES HOMEOWNER'S ASSOCIATION, INC.



David B. Beard, President

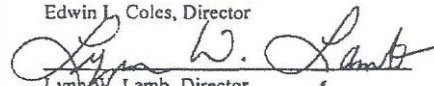

William G. Lethemon, Vice-President



Colleen T. McMaster, Secretary


David A. Breuch, Treasurer

WITNESSES:


Edwin J. Coles, Director


Lynn W. Lamb, Director


James P. Naughton, Director

LIBER 19062PG070

EXHIBIT A

LEGAL DESCRIPTION:

Parcel of land, being part of the NE $\frac{1}{4}$ of Section 27, T1N., R8E., City of Novi, Oakland County, Michigan, more particularly described as follows:

Refer to description previously recorded with the Register of Deeds, Oakland County, Michigan, in Plat Books as follows:

Lots 1-90:

"ORCHARD RIDGE ESTATES No. 1," Liber 169, pp. 38 and 39, December 1979.

Lots 91-177:

"ORCHARD RIDGE ESTATES No. 2", Liber 170, pp. 4 and 5, December 1979.

AMENDED PLAT OF LOTS 105 THRU 116 incl., "ORCHARD RIDGE ESTATES No. 2" A SUBDIVISION OF PART OF THE N.E. $\frac{1}{4}$ OF SECTION 27, TWP. 1 NORTH, RANGE 8 EAST., CITY OF NOVI, OAKLAND CO., MICHIGAN, Liber 210, p. 15, January 1990.

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22-27-201-000 ext.
22-27-204-000 ext.
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