

SUNFLOWER VILLAGE SUBDIVISION NO.9

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS, hereinafter referred to as the "Declaration", made this 15th day of November, 1991, by SUNFLOWER SEVEN ASSOCIATES, a Michigan general partnership, hereinafter referred to as the "Developer", having an office at 21790 COOLIDGE HIGHWAY, Oak Park, Michigan 48237.

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property situated in the CHARTER TOWNSHIP OF CANTON, Wayne County, Michigan, more particularly described as follows:

LOTS 1428 through 1541, both inclusive, Carrie Park North (Private Park) and Carrie Park South (Private

Park), Sunflower Village Subdivision No. 9, part of the Southeast one-quarter (1/4) and part of the

Southwest one-quarter (1/4) of Section 9, Town 2 South, Range 8 East, Canton Township, Wayne County, Michigan, according to the Plat thereof recorded in Liber 105, pages 13, 14, 15, 16 and 17 of Plats, Wayne County Records; and

WHEREAS, the Developer desires to create a residential community thereon and to provide for the preservation of the value of and amenities in such residential community.

NOW, THEREFORE, the Developer hereby declares that the real property described above is, and shall be, held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each of which is for the benefit of and shall run with and bind the said real property and each Owner thereof.

## ARTICLE I

### DEFINITIONS

SECTION 1. The following words when used in this Declaration, or in any Supplemental Declaration, shall have the following meanings:

(a) "DEVELOPER" shall mean and include PRACTICAL HOME BUILDERS, INC., a Michigan corporation ("PHB") and/or its successors or assigns, including SUNFLOWER SEVEN ASSOCIATES, a Michigan general partnership, which is the successor to PHB with regard to the foregoing real property, or its assigns, as the context may require.

(b) "ASSOCIATION" shall mean and refer to the SUNFLOWER VILLAGE HOMES ASSOCIATION, and any successor thereto.

(c) "THE PROPERTIES" shall mean and include SUNFLOWER VILLAGE SUBDIVISION(s)

No. 1 through 8, both inclusive, Sunflower East Subdivision(s) No. 1 and No. 2, Parcels "A" and "B", and Sunflower Village Subdivision No. 9, above described, which may, in addition, herein be referred to as the "Existing Properties", and such part(s) of certain planned additions thereto, hereinafter sometimes referred to as the "Additions to the Existing Properties", as may hereafter be brought within the jurisdiction of the Association, by the Developer, pursuant to this Declaration or any Supplemental Declaration hereto and in connection with such Additions to the Existing Properties.

(d) "COMMON AREA(S)" shall mean and refer to those areas of land denoted as "PRIVATE PARK(S)" on any recorded Plat of The Properties, and intended to be owned by the Association and to be devoted to the common use and enjoyment of the Owners of The Properties, and any improvements and facilities thereon.

(e) "LOT" shall mean and refer to any parcel of land shown as such upon any recorded Plat of The Properties, with the exception of the Common Area(s) hereinabove defined, and otherwise

restricted herein for residential purposes and used or to be used for the construction and occupancy thereon of a single-family dwelling in accordance herewith and shall include such dwelling.

(f) "OWNER" shall mean and refer to the record owner, whether one (1) or more persons or entities, of the fee simple title to any Lot, part of The Properties, including land contract vendors, 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. Where more than one (1) person or entity has an interest in the fee simple title to any Lot, the interest of all such persons collectively shall be that of a single owner.

(g) "MEMBER" shall mean and refer to all those Owners who are stockholders of the Association, as hereinafter set forth.

(h) "TOWNSHIP" shall mean and refer to the CHARTER TOWNSHIP OF CANTON, Wayne County, Michigan.

(i) "GENERAL DEVELOPMENT PLAN" shall mean and refer to the plan(s) submitted by the Developer to the Township showing, in general, the Existing Properties and the proposed Additions to the Existing Properties, and indicating the size and location of each such addition, and the proposed land uses and additional common area, if any, to be contained within each such addition.

## ARTICLE II

SECTION 1. ADDITIONS TO THE EXISTING PROPERTIES. Additional properties within Section(s) 4 and 9 of the Township, within the area bounded by CANTON CENTER ROAD, BECK ROAD, the East/West Quarter Section line of Section 4 and FORD ROAD, may be brought by the Developer under and within the jurisdiction of the Association, provided that each such addition is in accord with the General Development Plan. The Additions to the Existing Properties herein authorized shall be brought under and within the jurisdiction of the Association by means of Supplemental Declaration(s) of Covenants and Restrictions, filed of record, with respect to each such addition, which shall extend to such properties, or parts thereof, the scheme of the covenants and restrictions contained in this Declaration, and which shall subject the Lots therein to assessment on the basis set forth herein. Neither the General Development Plan or this Declaration shall bind the Developer to make the proposed Additions to the Existing Properties, or any of them, or to adhere to the General Development Plan in any subsequent development of the land shown thereon, and provided, further, that neither this Declaration nor any such Supplemental Declaration(s) of Covenants and Restrictions, or the scheme of the covenants and restrictions herein or therein contained, shall apply to any parcel of land within The Properties whether shown as a Lot upon any recorded Plat thereof, or otherwise, used or to be used for a purpose other than the construction and occupancy thereon of a detached single-family dwelling or as a private park.

### ARTICLE III

#### RESTRICTIONS UPON USE, OCCUPANCY, ETC.

SECTION 1. No Lot subject hereto shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot subject hereto other than one (1) detached single-family dwelling not to exceed two (2) stories in height and a private garage for not more than three (3) cars for the sole use of the owner or occupant of the Lot upon which such single-family dwelling and garage shall have been erected; provided, that each dwelling house constructed upon any Lot shall have at least a two (2) car garage attached thereto, constructed at the time of and in conjunction with construction of such dwelling house; and subject, further, to the additional Covenants and Restrictions hereinafter set forth and imposed upon and against the Lots. Carports are specifically

prohibited. Except as specifically permitted in this Declaration, no part of any dwelling or appurtenant structure may be used for any activity normally conducted as a business. Except as specifically permitted in this Declaration, a pre-existing structure may not be moved onto any Lot.

SECTION 2. The minimum floor area of the main dwelling structure shall be not less than one thousand four hundred seventy-five (1475) square feet, in the case of a one (1) story dwelling unit, nor less than one thousand eight hundred (1800) square feet, in the case of a two (2) story dwelling unit; provided, that within each dwelling structure other than as described above, there shall be a minimum floor area of one thousand eight hundred (1800) square feet, in each case, measured from the exterior faces of the exterior walls, exclusive of basements, unfinished attics, attached garages, breezeways, and enclosed and unenclosed porches.

SECTION 3. No lot, part of The Properties, shall be divided and/or reduced in size by the conveyance of a part thereof, or by the use and/or addition of a part thereof in conjunction with or as part of any adjacent Lot to constitute a building site other than precisely as indicated within the recorded Plat of The Properties, containing such Lot; provided, however, that if any of the Lots shall be altered and reduced in total area by the taking, use or purchase of a portion thereof for a public purpose by a public agency, this provision shall not apply to prohibit the construction of a dwelling upon such Lot as reduced in size.

SECTION 4. No building shall be located on any Lot nearer than twenty-five (25') feet to the front lot line or nearer than twenty-five (25') feet to a side street lot line, in the case of a corner lot, except with the requisite consent and approval of the Township; and, provided, further, that where a corner lot shares a common rear yard relationship with the Lot immediately to the rear thereof, and a common side yard relationship with the block directly across the common separating street, a minimum side yard of ten (10') feet on the street side of such lot shall be permitted. Garage locations on interior and corner lots shall conform to the setback requirements for the main dwelling structure. Except as above and hereinafter set forth, all dwelling structures shall be so located and erected upon the Lot as to provide a minimum side yard on one (1) side thereof not less than five (5') feet and the combined total of the two (2) side yards on such lot shall not be less than fifteen (15') feet; and provided, further, that there shall be a minimum side yard separation of at least fifteen (15') feet between adjacent dwellings upon adjacent Lots.

SECTION 5. The exterior walls of all dwelling structure(s) and attached garage(s) shall be constructed of brick or brick veneer or stone, or a combination thereof, provided, however, that the use of wood or other building materials such as aluminum or asbestos siding, but not including stucco, above the first floor and/or above the belt of the dwelling structure and attached garage and/or above the window sills thereof, in gable ends, on bays and overhangs, and for trim, decorative and architectural design purposes, shall be permitted; and, provided, further, that the construction of identical dwelling structures with identical architectural elevations, including identical colors and materials, upon adjacent lots, shall not be permitted.

SECTION 6. Easements for the construction, installation and maintenance of public utilities, for surface and road drainage purposes and facilities, for public walks, and for sanitary sewer, storm sewer and drainage and water main facilities, are reserved as shown on the recorded Plat and/or as may otherwise appear of record, and as set forth herein. In addition, easements are hereby specifically reserved to the undersigned and their assigns, 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 the installation, where necessary, and maintenance, of telephone and electric lines and conduits, sanitary and storm sewers, water mains, gas lines, and for surface drainage purposes, and for the use of any public utility service deemed necessary or advisable by the undersigned. The use of such easements, or parts thereof, may be assigned by the undersigned at any time, to any person, firm, corporation, governmental agency or municipal authority or department furnishing one (1) or more of the foregoing services and/or facilities, and any such easement herein reserved may be relinquished and waived by the undersigned, in whole or in part, by the filing for record of an appropriate instrument of relinquishment. Within all of the foregoing easements, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such service facilities and utilities, including underground electrical and telephone local distribution systems, or which may change, obstruct or retard the flow or direction of water in and through drainage channels in the easements, nor shall any change, which may obstruct or retard the flow of surface water or be detrimental to the property of others, be made by the occupant in the finished grade of any Lot once established by the builder upon completion of construction of the house thereon. The easement area of each Lot and all improvements in it shall be maintained in a presentable condition continuously by the owner of the Lot, except for those utilities for which a public authority or utility company is responsible, and the owner of the Lot shall be liable for damage to service facilities and utilities thereon, including damage to electric, gas and telephone distribution lines and facilities therein. There shall be no vehicular access to and/or from any of Lots 1523, 1524, 1527 and 1528, above described, to and/or from BECK ROAD, except by means and way of the public street(s) serving such Lots.

SECTION 7. Anyone occupying a newly constructed dwelling structure upon any Lot within The Properties between the first (1st) day of October and the first (1st) day of May shall have a lawn planted and/or installed by the thirtieth (30th) day of June following. Anyone occupying a newly constructed dwelling structure upon any Lot within The Properties between the first (1st) day of May and the first (1st) day of September shall have a lawn planted and/or installed within sixty (60) days of occupancy.

SECTION 8. All public utilities such as water mains, sanitary sewers, storm sewers, gas mains, electric and telephone local subdivision distribution lines, and all connections to same, either private or otherwise, shall be installed underground; provided, however, that above ground transformers, pedestals, cable and/or other feeder pole lines, and other above ground electric and telephone utility equipment associated with or deemed necessary by The Detroit Edison Company and the Michigan Bell Telephone Company, or the undersigned, for underground utility installation and distribution systems, and surface and off-site open drainage channels and facilities, as well as street lighting stanchions, shall be permitted. The said LOTS 1428 through 1541, both inclusive, are, in addition, subject to the terms of an Agreement-Easement-Restrictions between the undersigned and The Detroit Edison Company and the Michigan Bell Telephone Company, recorded or to be recorded among the Wayne County Records, and relating to the installation and maintenance of underground electric and communication services and facilities, and which instrument is, by this reference, incorporated herein. The said LOTS 1428 through 1541, both inclusive, will, in addition, be subject to charge, from time to time, for street lighting facilities installed and/or to be installed by The Detroit Edison Company pursuant to request of the Township.

SECTION 9. Except as hereinafter set forth, no fence or wall shall be erected, placed or altered on any Lot nearer to the front street than the front building setback line, or nearer to the side street on corner Lots than the side building setback line, and provided, further, that no fence more than forty-eight inches (48") in height shall be constructed, except that solid fences or walls erected for the purpose of creating privacy for the occupant of a Lot may be constructed to, but shall not exceed seventy-two inches (72") in height, and may be located only along rear Lot lines and side Lot lines no closer than the rear of the building on such Lot, and not beyond the side building setback line on the street side in the case of a corner Lot. In the case of Lots 1428 through 1435, both inclusive, 1442, 1443, 1507, 1508 and 1523 through 1528, both inclusive, no fence or wall of any type shall be permitted for



the purpose of enclosing any such Lot. The side yards and rear yard (but not the front yard) of any such Lot may be enclosed by landscaping, provided that the street side of a corner Lot shall be considered a second front yard for purposes of the foregoing limitations. Wrought iron fencing, but not wire fencing of the type known as "Cyclone Fencing", may be used on any Lot for the purpose of enclosing a permitted swimming pool.

SECTION 10. Anything herein contained to the contrary notwithstanding, the undersigned, its successors and assigns, its or their agents, employees and sales representatives may use and occupy any Lot or house built in The Properties as a sales office for the handling of sales of Lots and/or houses therein or other lands in the Township owned by the undersigned, until all of the Lots and/or houses to be built on said lands shall have been sold, and further, may construct fences otherwise in violation of Section 9 above in front of, or along side of, model or display houses during such sales period; provided, however, that at such time as such model or display house is sold, any such fence or portion thereof otherwise in violation of Section 9 above shall be removed by the builder of such model or display house.

SECTION 11. No swimming pool may be installed on any Lot any portion of which is higher than one (1) foot above the finished grade of the Lot. No above ground swimming pool may be erected, placed or permitted to remain on any Lot, either temporarily or permanently.

SECTION 12. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

SECTION 13. No structure of a temporary character, trailer, commercial vehicle, recreation vehicle, shack, barn, storage shed, tent, tree house, or other similar outbuilding, may be used or occupied at any time on any Lot, either temporarily or permanently, except that (i) tents for entertainment purposes may be erected on any Lot for periods not to exceed forty-eight (48) hours; (ii)

an appurtenant swimming pool bathhouse may be maintained on any Lot; and (iii) a temporary storage building for the storage of materials and supplies to be used in connection with the construction of a dwelling on any Lot may be kept and maintained on such Lot during the period of such construction.

SECTION 14. No sign of any kind shall be displayed to the public view on any Lot except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs of any size used by the builder or developer to advertise the property during the construction and sales period above described.

SECTION 15. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

SECTION 16. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Incinerators shall be of a type which minimizes offensive odors when in use.

SECTION 17. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2') feet and six (6') feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25') feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of a street property line extended. The same sight line limitations shall apply on any Lot within ten (10') feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

SECTION 18. No house-trailer, commercial vehicle, truck, boat, boat-trailer, camper, recreational vehicle or camping, horse or other utility trailer or vehicle (except passenger cars and passenger vans) may be parked or stored on any Lot unless stored fully enclosed within an attached garage otherwise constructed in accordance with this Declaration, except that (i) commercial trucks and vehicles may be parked on any Lot while making deliveries or pickups in the normal course of business, and (ii) one (1) construction trailer may be kept and maintained within the Subdivision by each builder engaged in the construction of dwellings within the Subdivision, provided that such construction trailer shall be located upon a Lot owned by such builder, and shall be removed from the Subdivision at such time as such builder shall have completed the construction of dwellings within the Subdivision.

SECTION 19. Anything in this Declaration to the contrary notwithstanding, Developer, and the successors and/or assigns of Developer, including each builder of dwellings within the Subdivision, their employees and/or sales representatives, may use and occupy any Lot or dwelling in the Subdivision for model and/or display purposes, and/or as a sales or administrative office in regard to the sale of Lots and/or dwellings in the Subdivision, or other lands in the Township owned by the Developer, until all of the Lots and dwellings to be built on the Lots (or other lands) shall have been sold.

#### ARTICLE IV

#### GENERAL PROVISIONS

SECTION 1. DURATION. This Declaration and the covenants and restrictions herein created shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten

(10) years unless an instrument, signed by the then Owners of two-thirds (2/3rds) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement and instrument of change shall be effective unless made and recorded at least three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement and instrument of change is sent to every Owner at least ninety (90) days in advance of any action taken; and, provided, further, that no such agreement and instrument of change effecting, in any way, the Common Area(s) within The Properties shall be effective unless the prior consent thereto of the Township, by and through its Township Board, shall have first been obtained. Until January 1, 1994, Developer shall have the right, by written instrument, signed, acknowledged and recorded with the Wayne County Register of Deeds, to modify, amend, restate, waive or repeal any or all of the provisions herein contained with respect to all or any particular Lot within the Subdivision. Any such modification, amendment, restatement, waiver or repeal may be retroactive to the date of recordation of this Declaration.

SECTION 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 sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

SECTION 3. ENFORCEMENT. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 4. SEVERABILITY. Invalidation of any one (1) or more of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

Signed in the presence of:

Signed by:

SUNFLOWER SEVEN ASSOCIATES, a

Michigan general partnership

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Kelly Ann LeBarre

By: LEWISTON-SMITH DEVELOPMENT

ASSOCIATES, a Michigan general

---

partnership, Managing Partner

Jean Pridmore

By: \_\_\_\_\_

Richard M. Lewiston,

Managing Partner

STATE OF MICHIGAN     )

) ss.

COUNTY OF OAKLAND    )

On this 15th day of November, 1991, before me, a Notary Public in and for said County, personally appeared RICHARD M. LEWISTON, to me personally known, who being by me duly sworn, did say that he is a Managing Partner in LEWISTON-SMITH DEVELOPMENT ASSOCIATES, a Michigan general partnership, which is a Managing Partner in SUNFLOWER SEVEN ASSOCIATES, a Michigan general partnership, the partnership (the "Partnership") named in and which executed the within instrument, and that the within instrument was signed in behalf of the Partnership by authority of its articles of agreement; and RICHARD M. LEWISTON acknowledged the within instrument to be the free act and deed of the Partnership.

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Kelly Ann LeBarre, Notary Public

Oakland County, Michigan

My Commission Expires: 9/20/95

When recorded return to:

Drafted by:

Richard M. Lewiston

Richard M. Lewiston

21790 Coolidge Highway

21790 Coolidge Highway

Oak Park, Michigan 48237

Oak Park, Michigan 48237

SUNFLOWER VILLAGE SUBDIVISION NO. 9

SUPPLEMENTAL DECLARATION OF COVENANTS

AND RESTRICTIONS

THIS SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS, hereinafter referred to as the "Supplemental Declaration", made this 15th day of November, 1991, by SUNFLOWER SEVEN ASSOCIATES, a Michigan general partnership, hereinafter referred to as the "Developer", having an office at 21790 COOLIDGE HIGHWAY, Oak Park, Michigan 48237.

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property situated in the CHARTER TOWNSHIP OF CANTON, Wayne County, Michigan, more particularly described as follows:

LOTS 1428 through 1541, both inclusive, Carrie Park North (Private Park) and Carrie Park South (Private

Park), Sunflower Village Subdivision No. 9, part of the Southeast one-quarter (1/4) and part of the

Southwest one-quarter (1/4) of Section 9, Town 2 South, Range 8 East, Canton Township, Wayne County,

Michigan, according to the Plat thereof recorded in Liber 105, pages 13, 14, 15, 16 and 17 of Plats, Wayne

County Records;

WHEREAS, the Developer is the successor to PRACTICAL HOME BUILDERS, INC., a Michigan corporation, with respect to the aforesaid real property;



WHEREAS, the Developer desires to create thereon a residential community with permanent park, open space and common facilities appurtenant thereto for the benefit of such residential community; and to provide for the preservation of the value of and amenities in such residential community, and for the preservation, improvement and permanent maintenance of the park, open space and common facilities appurtenant thereto;

WHEREAS, the Developer desires to extend to the foregoing real property the scheme of the covenants and restrictions contained within that certain Declaration of Covenants and Restrictions pertaining to SUNFLOWER VILLAGE SUBDIVISION NO. 1, adjacent thereto, hereinafter referred to as the "Declaration", dated March 17, 1975, and recorded in Liber 19052, Pages 51 through 60, both inclusive, Wayne County Records, as therein limited, and to subject the foregoing lots to assessment, and to the charge and lien therefor, on the basis and for the purposes set forth in the Declaration, and to extend to the foregoing lots the jurisdiction and effect of the SUNFLOWER VILLAGE HOMES ASSOCIATION, for the purposes, and on the basis, set forth in the Declaration; and

WHEREAS, the real property described above is located within Section 9 of the CHARTER TOWNSHIP OF CANTON, and within the area bounded by CANTON CENTER ROAD, BECK ROAD, the East/West Quarter Section line of Section 4 and FORD ROAD, and constitutes a planned addition to The Properties, as defined, and for the purposes set forth and described, in the Declaration; and

WHEREAS, the Developer desires to extend and apply to the real property described above certain of the provisions of the Declaration and to incorporate the same herein by reference.

NOW, THEREFORE, the Developer hereby declares that the real property described above is, and shall be, held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements,

charges and liens set forth in or made applicable by this Supplemental Declaration, each of which is for the benefit of and shall run with and bind the real property and each owner thereof, to wit:

1. ARTICLE I of the Declaration, to wit: DEFINITIONS, consisting of SECTION 1(a) through (i), both inclusive, is, by this reference, incorporated herein as though set forth at length (See ARTICLE I SUNFLOWER VILLAGE SUBDIVISION NO. 9 DECLARATION OF COVENANTS AND RESTRICTIONS).

2. ARTICLE III of the Declaration, to wit: MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION, consisting of SECTION 1 and SECTION 2(a) through (c), both inclusive, is, by this reference, incorporated herein as though set forth at length (See APPENDIX B).

3. ARTICLE IV of the Declaration, to wit: PROPERTY RIGHTS IN THE COMMON AREA(S), consisting of SECTION 1, SECTION 2, SECTION 3(a) through (c), both inclusive, and SECTION 4, is, by this reference, incorporated herein as though set forth at length (See APPENDIX B).

4. ARTICLE V of the Declaration, to wit: COVENANT FOR MAINTENANCE ASSESSMENT, consisting of SECTION 1 through SECTION 9, both inclusive, is, by this reference, incorporated herein as though set forth at length (See APPENDIX B).

5. ARTICLE VII of the Declaration, to wit: GENERAL PROVISIONS, consisting of SECTION 1 through SECTION 4, both inclusive, is, by this reference, incorporated herein as though set forth at length (See ARTICLE IV SUNFLOWER VILLAGE SUBDIVISION NO. 9 DECLARATION OF COVENANTS AND RESTRICTIONS).

Signed in the presence of:

Signed by:

SUNFLOWER SEVEN ASSOCIATES,

a Michigan general partnership

\_\_\_\_\_

Kelly Ann LeBarre

By: LEWISTON-SMITH

DEVELOPMENT ASSOCIATES

\_\_\_\_\_

a Michigan general

Jean Pridmore

partnership, Managing Partner

By: \_\_\_\_\_

Richard M. Lewiston,

Managing Partner

STATE OF MICHIGAN )

) ss.

COUNTY OF OAKLAND )

On this 15th day of November, 1991, before me, a Notary Public in and for said County, personally appeared RICHARD M. LEWISTON, to me personally known, who being by me duly sworn, did say that he is a Managing Partner in LEWISTON-SMITH DEVELOPMENT ASSOCIATES, a Michigan general partnership, which is the Managing Partner in SUNFLOWER SEVEN ASSOCIATES, a Michigan general partnership, the partnership (the "Partnership") named in and which executed the within instrument, and that the within instrument was signed in behalf of the Partnership by authority of its articles of agreement; and RICHARD M. LEWISTON acknowledged the within instrument to be the free act and deed of the Partnership.

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Kelly Ann LeBarre, Notary Public

Oakland County, Michigan

My Commission Expires: 9/20/95

SUNFLOWER VILLAGE SUBDIVISION NO. 9

SECOND SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS

SUNFLOWER SEVEN ASSOCIATES, a Michigan general partnership, having its principal office at 21790 COOLIDGE HIGHWAY, Oak Park, Michigan 48237, being the owner of the following described lands, and NBD Bank, N.A., a National banking association, having an office at 900 Tower Drive, Suite 400, Troy, Michigan 48098, to the extent of its interest as mortgagee in respect of the following described lands, herewith form this Second Supplemental Declaration of Covenants and Restrictions this 8th day of November, 1991, and they shall run with and bind the lands hereinafter described, and shall inure to the benefit of, and be enforceable by, the owner of any land subject thereto, their respective legal representatives, heirs, successors and assigns, and in accordance with the provisions of Act No. 288, Public Acts of 1967 of the Sate of Michigan (the "Subdivision Control Act of 1967").

A. LAND COVERED BY THIS SECOND SUPPLEMENTAL DECLARATION OF COVENANTS AND

RESTRICTIONS:

LOTS 1428 through 1541, both inclusive, Carrie Park North (Private Park) and Carrie Park South (Private

Park), Sunflower Village Subdivision No. 9, part of the Southeast one-quarter (1/4) and part of the

Southwest one-quarter (1/4) of Section 9, Town 2 South, Range 8 East, Canton Township, Wayne County, Michigan, according to the Plat thereof recorded in Liber 105, pages 13, 14, 15, 16 and 17 of Plats, Wayne County Records; and

B: COVENANTS AND RESTRICTIONS APPLICABLE TO LOTS 1428 THROUGH 1541, BOTH

INCLUSIVE, CARRIE PARK NORTH AND CARRIE PARK SOUTH:

1. The recorded Plat of Sunflower Village Subdivision No. 9, above described, indicates the floodplain of the North Branch of Fellows Creek within, at and below the contour line therefore shown thereon, to wit: elevation 693.8 (N.G. V. Datum) at the upstream Plat limits, and elevation 693.3 (N.G.V. Datum), at the downstream Plat limits, established by the Department of Natural Resources of the State of Michigan. All buildings used or capable of being used for residential purposes and occupancy within or affected by the floodplain of Sunflower Village Subdivision No. 9 shall:

(a) Have lower floors, excluding basements, not lower than the elevation of the contour defining the floodplain limits;

(b) Have openings into the basement not lower than the elevation of the contour defining the floodplain

limits; and

(c) Have basement walls and floors, if below the elevation defining the floodplain limits, which are watertight and designed to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the floodplain limits following methods and procedures outlined in Chapter 5, for type A construction and Chapter 6 for Class 1 loads found in the publication entitled "Flood Proofing Regulations" EP 1165 2 314 prepared by the Office of the Chief of Engineers, U.S Army, Washington , D.C., June 1972. Figure 5, on Page 14-5 of the regulations shows typical foundation drainage and waterproofing details. This document is available, at no cost, from the Department of Natural Resources, Land & Water Management Division, Stevens T. Mason Building, Post Office Box 30028, Lansing, Michigan 48909, or Department of the Army, Corps of Engineers, Publications Dept., 890 South Pickett, Alexandria, Virginia 22304; and

(d) Be equipped with a positive means of preventing sewer backup from sewer lines and drains which serve the building; and

(e) Be properly anchored to prevent flotation.

2. No filing or occupation of the floodplain area will be allowed without the approval of the Michigan

Department of Natural Resources.

3. The owner and/or occupant of each lot shall maintain the surface area of easements within his property,

including any floodplain of the North Branch of Fellows Creek, indicated on the Plat of Sunflower village Subdivision No. 9, to keep grass and weeds cut, to keep the area free of trash, debris, bushes, brush and plantings, and, further, shall take such action as may be necessary to eliminate or minimize surface erosion, including erosion of the slopes within the floodplain of the North Branch of Fellows Creek, above described, and to prevent siltation thereof.

4. The foregoing Covenants and Restrictions shall run with and bind the lands above described, in perpetuity, and may be enforced, in the manner permitted by law, by any person or persons owning real property within Sunflower Village Subdivision No. 9, and by any public body having jurisdiction under the provisions of Section 254 of Act No. 288, Public Acts of 1967 of the State of Michigan, against anyone who has or acquires an interest in the land subject to these Covenants and Restrictions.

Signed in the presence of:

Signed by:

SUNFLOWER SEVEN ASSOCIATES,

a Michigan general partnership

By: LEWISTON-SMITH DEVELOPMENT

ASSOCIATES, a Michigan general



\_\_\_\_\_ partnership, Managing Partner

Kelly Ann LeBarre

By: \_\_\_\_\_

\_\_\_\_\_ Richard M. Lewiston,

Jean Pridmore Managing Partner

NBD BANK, N.A., a National banking

Association

\_\_\_\_\_

Kelly Ann LeBarre By: \_\_\_\_\_

Sharon M. Mandel,

\_\_\_\_\_ Second Vice President

Jean Pridmore

STATE OF MICHIGAN )

) ss.

COUNTY OF OAKLAND )

The within instrument was acknowledged before me this 8th day of November, 1991, by Richard M. Lewiston, a Managing Partner in LEWISTON-SMITH DEVELOPMENT ASSOCIATES, a Michigan general partnership, which is the Managing Partner in SUNFLOWER SEVEN ASSOCIATES, a Michigan general partnership, (the "Partnership") on behalf of the Partnership.

---

Kelly Ann LeBarre, Notary Public

Oakland County, Michigan

My Commission Expires: 9/20/95

STATE OF MICHIGAN )

) ss.

COUNTY OF OAKLAND )

The within instrument was acknowledged before me this 8th day of November, 1991, by Sharon M. Mandel, a Second Vice President of NBD BANK, N.A., a National banking association ("NBD"), on behalf of NBD.

---

Kelly Ann LeBarre, Notary Public

Oakland County, Michigan

My Commission Expires: 9/20/95

When recorded return to:

Drafted by:

Richard M. Lewiston

Richard M. Lewiston

21790 Coolidge Highway

21790 Coolidge Highway

Oak Park, Michigan 48237

Oak Park, Michigan 48237

APPENDIX B:

The following Articles (referred to in the SUNFLOWER VILLAGE SUBDIVISION NO. 9

SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS) are printed in full from the  
SUNFLOWER VILLAGE SUBDIVISION NO. 1 DECLARATION OF COVENANTS AND RESTRICTIONS:

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 1. MEMBERSHIP. Every person or entity who is the owner of a Lot shall be a Member of the Association. Membership in the Association is and shall be appurtenant to and may not be separated from ownership of any Lot.

SECTION 2. VOTING RIGHTS. The Association shall have two (2) classes of stock: Class A stock and Class B stock.

(a) Class A stock shall be issued only to the Developer and the Developer shall be entitled to one (1) share of Class A stock for each Lot or proposed Lot within The Properties, as shown on the General Development Plan, of which it is an Owner. Upon the transfer by the Developer of any Lot to a new Owner, the share of Class A stock issued to the Developer with respect to such Lot shall be canceled. Each share of Class A stock shall be entitled to one (1) vote.

(b) One (1) share of Class B stock shall be issued to each Owner of a Lot, other than the Developer. Class B stock shall have no voting rights.

(c) At such time as the number of shares of Class A stock issued and outstanding is less than one-third (1/3rd) of the number of shares of Class B stock validly issued and outstanding, all Class A and Class B stock then outstanding, and all stock subsequently issued by the Association, shall be and be deemed to be Class A stock and entitled to one (1) vote per share.

## ARTICLE IV

### PROPERTY RIGHTS IN THE COMMON AREA(S)

SECTION 1. MEMBERS' EASEMENTS OF ENJOYMENT. Subject to the provisions of Section 3 hereof, following, every Member shall have right and easement of enjoyment in and to the Common Area(s), and such easement shall be appurtenant to and shall pass with the title to every Lot.

SECTION 2. TITLE TO COMMON AREA(S). The Developer may retain legal title to the Common Area(s) until such time as it has completed the improvement of the Existing Properties and until such time as, in the opinion of the Developer, the Association is able to maintain the same, but notwithstanding any provision herein contained, the Developer hereby covenants that it shall convey the Common Area(s) to the Association, free and clear of all liens and encumbrances, except easements and right-of-way of record, not later than three (3) years from the date of recordation of the Plat containing such Common Area(s).

SECTION 3. EXTENT OF MEMBERS' EASEMENTS. The rights and easements of enjoyment of the Members created herein are, and shall be subject to the following:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area(s); and

(b) The right of the Association to suspend the voting and enjoyment rights of any Member for any period during which any assessments against his Lot remains unpaid, and for a period, not to exceed thirty (30) days, for any infraction by such Member of its published rules and regulations; and

(c) The right of the Association to dedicate or transfer all or any part of the Common Area(s) to any public agency, authority, or utility for such purposes, and subject to such conditions, as may be agreed to by the Members, provided that no such dedication or transfer, or determination as to the conditions thereof, shall be effective unless an instrument signed by the holders of two-thirds (2/3rds) of all outstanding Class A stock has been recorded, agreeing to such dedication or transfer and as the conditions thereof; and provided, further, that no such dedication or transfer, or determination as to the conditions thereof, shall be effective unless the prior consent thereto of the CHARTER TOWNSHIP OF CANTON, Wayne County, Michigan, by and through its Township Board, shall have first been obtained.

SECTION 4. DELEGATION OF USE. Any Owner may delegate, in accordance with the By-Laws of the Association his rights of enjoyment in and to the Common Area(s) to the members of his family, his tenants, or to Land Contract Vendees who reside on the property.

## ARTICLE V

### COVENANT FOR MAINTENANCE ASSESSMENT

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Developer, for each Lot owned by it within The Properties, hereby covenants, and each Owner of any

Lot within The Properties, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association, annual assessment or charges, and the annual assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be the personal obligation of the person(s) who was the Owner of such Lot at the time when the Assessment fell due.

SECTION 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties, and in particular, for the preservation, operation, maintenance, management and improvement of the Common Area(s), including, but not limited to, the payment of taxes and insurance thereon, the repair and replacement thereof, for additions thereto and improvements thereof, and for the cost of labor, equipment, materials, management and supervision for and in connection with the Common Area(s) and the Association.

SECTION 3. BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS. Until the year beginning January 1, 1978, the annual assessment shall be Fifteen (\$15.00) Dollars per Lot. From and after January 1, 1978, the annual assessment may be increased to Twenty-Five (\$25.00) Dollars per Lot by the Board of Directors without stockholders consent for at least the next succeeding three (3) year period, and thereafter, for succeeding three (3) year periods, provided that the Class A stockholders, at the expiration of any such three (3) year period, by the assent of two-thirds (2/3rds) of the holders of all outstanding Class A stock, all stockholders voting in person or by proxy, at a meeting duly called for such purpose, may vote to increase the annual assessment to a sum not to exceed Seventy-five (\$75.00) Dollars per Lot for the next succeeding three (3) year period. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual annual assessment for any year at an amount less than the maximum herein otherwise permitted.

SECTION 4 UNIFORM RATE OF ASSESSMENTS. The annual assessments shall be fixed and established at the same rate for all Lots within The Properties.



SECTION 5. NOTICE AND QUORUM FOR ACTION AUTHORIZED UNDER SECTION 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all Members at least thirty (30) days in advance of such meeting and shall set forth the purpose thereof. At the first meeting so called under Section 3 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60%) percent of all the votes of the outstanding Class A stock shall constitute a quorum. If the required quorum is not present at such meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting provided that such subsequent meeting shall be held not less than sixty (60) days following the preceding meeting at which a quorum was not present.

SECTION 6. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES. The annual assessment provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement, but not later than January 1, 1976. The first annual assessments shall be made for the balance of the calendar year and shall become due and payable of the day fixed for commencement. The amount of the annual assessment which may be levied for the balance of the term remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment specified in Section 3 hereof as the remaining number of months in that year bear to twelve (12). The same reduction in the amount of assessment and method of computation thereof shall apply to the first assessment levied against any property which is hereafter added to the Lots now subject to assessment at a time other than the beginning of any assessment period. The annual assessments for any year, after the first year, shall become due and payable on the first day of January of said year.

SECTION 7. DUTIES OF BOARD OF DIRECTORS. The Board of Directors of the Association, subject to the limitations set forth in Section 3 and 4 hereof, shall fix the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and the assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. 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 setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

SECTION 8. EFFECT OF NON-PAYMENT OF ASSESSMENT: THE PERSONAL OBLIGATION OF THE OWNER: THE LIEN: REMEDIES OF THE ASSOCIATION. If any assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection thereof as hereinafter provided, thereupon become a continuing lien on such Lot which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment(s), however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of six (6%) per cent per annum, and the Association may bring an action at law against the Owner 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) the costs of preparing and filing the complaint in such action, or in connection with such foreclosure, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action.

SECTION 9. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessment(s) provided for herein is and shall be subordinate to the lien(s) of any mortgage or mortgages now or hereafter placed upon any Lot subject to assessment hereunder; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to sale or transfer of such Lot pursuant to foreclosure of

such mortgage(s), or prior to any other proceeding or conveyance in lieu of foreclosure. Such sale, transfer or conveyance shall not, however, relieve such Lot from liability for any assessment thereafter coming due, or from the lien of any such subsequent assessment.

Note: Informational Copy Only (A signed recorded copy is on file in the Office)

