

Centennial Community Association, Inc.

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Centennial Community Association, Inc.

Declaration of Covenants, Conditions, and Restrictions



Peggy M. Haines - Washtenaw Co. REST

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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR CENTENNIAL PARK SUBDIVISION
PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN**

RESTRICTIONS RE: CENTENNIAL PARK SUBDIVISION ("Subdivision")

These covenants, conditions, and restrictions apply to the following described lands located in Section 29, Pittsfield Township, Washtenaw County, Michigan, to wit:

CENTENNIAL PARK AREA PARCEL:

Land described as commencing at the North ¼ post of Section 29, thence 1062.35 feet in the North line of the Section to the Easterly line of the L.S. & M.S. Railroad for a Place of Beginning, thence East in the North line of the Section to a point which is 20 rods East of the Northeast corner of the West ½ of the Northeast ¼, thence Southwesterly to the Southeast corner of the West ½ of the Northeast ¼, thence West in the East & West ¼ line to the Center of the Section, thence North in the North & South ¼ line to a point in the Easterly line of the L.S. & M.S. Railroad, which point is 1059.52 feet South of the ¼ post of the Section, thence Northeasterly in the Easterly line of the said Railroad to the Place of Beginning, being a part of the Northeast ¼ of Section 29, T3S, R6E. 77.00 acres, more or less; together with:

Land described as commencing at the Center of Section 29 for a Place of Beginning, thence North in the North & South ¼ line to the Northeast corner of the Southeast ¼ of the Northwest ¼, thence Southwesterly to the Southwest corner of the Southeast ¼ of the Northwest ¼, thence East in the East & West ¼ line to the Place of Beginning, being a part of the Southeast ¼ of the Northwest ¼ of Section 29, T3S, R6E. 20.00 acres, more or less.

CENTENNIAL FARMS AREA PARCEL:

Land described as beginning at the Northeast corner of said Section 29, thence S 01° 14' 57" E 2703.69 feet to the East ¼ corner of said section, thence S 88° 44' 37" W 1333.38 feet, thence N 05° 47' 59" E 576.39 feet, thence N 88° 22' 18" E 208.00 feet, thence N 05° 47' 59" E 2134.08 feet; thence N 88° 22' 18" E 792.75 feet to the point of beginning. 62.15 acres, more or less; but excepting therefrom:

Land described as commencing from the Northeast corner of said Section 29, thence S 88° 22' 18" W 508.21 feet to the point of beginning, thence S 01° 37' 42" E 415.32 feet, thence N 88° 22' 18" E 125.00 feet, S 01° 37' 42" E 151.33 feet, thence S 88° 22' 18" W 483.42 feet, thence N 05° 47' 59" E 571.44 feet, thence N 88° 22' 18" E 284.55 feet to the point of beginning, being a part of the Northeast ¼ of Section 29, T3S, R6E. 4.616 acres, more or less, and also excepting:

Land described as commencing from the Northeast $\frac{1}{4}$ corner of said Section 29, thence S $88^{\circ} 22' 18''$ W 383.21 feet to the point of beginning, thence S $01^{\circ} 37' 42''$ E 415.32 feet, thence S $88^{\circ} 22' 18''$ W 125.00 feet, thence N $01^{\circ} 37' 42''$ W 415.32 feet, thence N $88^{\circ} 22' 18''$ E 125.00 feet to the point of beginning, being a part of the Northeast $\frac{1}{4}$ of Section 29, T3S, R6E. 1.19 acres, more or less.

Together with a temporary non-exclusive easement for ingress and egress for the particular purpose of maintaining a temporary public or private road as a secondary means of access to the property coveneyed herein, over the following described property:

Commencing from the Northeast corner of said Section 29, thence S $88^{\circ} 22' 18''$ W 719.14 feet to the point of beginning, thence S $05^{\circ} 47' 58''$ W 409.41 feet, thence 174.56 feet along the arc of a circular curve left with a radius of 197.00 feet, a Delta of $50^{\circ} 46' 09''$ and a chord length of 168.90 which bears S $19^{\circ} 35' 06''$ E, thence S $88^{\circ} 22' 18''$ W 82.31 feet, thence 176.11 feet along the arc of a circular curve right with a radius of 263.00 feet, a Delta of $38^{\circ} 21' 56''$ and a chord length of 172.83 feet which bears N $13^{\circ} 22' 59''$ W, thence N $05^{\circ} 47' 59''$ E 400.81 feet, thence N $88^{\circ} 22' 18''$ E 66.56 feet to the point of beginning, Section 29, T3S, R6E.

Said easement is for the benefit of the land described herein and for the benefit of the Washtenaw County Road Commission and shall exist only for so long as it is necessary for the purpose of allowing access to and through said land in a manner consistent with the regulations of said Road Commission and shall then terminate.

CENTENNIAL GARDEN PARCEL:

Land described as beginning at the Northeast corner of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29, thence North 281.81 feet in the North & South $\frac{1}{4}$ line to the Southerly line of the L.S. & M.S. Railroad, thence Southwesterly in the Southerly line of said railroad to a point in the West line of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, thence South 315.24 feet in the West line of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ to the Southwest corner of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, thence Northeasterly to the Place of Beginning, being that part of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 29 lying North of County Ditch and South of the said railroad, Section 29, T3S, R6E. 11.30 acres, more or less.

CENTENNIAL COMMONS PARCEL:

Land described as beginning at the North $\frac{1}{4}$ post of Section 29, thence South 917.14 feet in the North & South $\frac{1}{4}$ line of the Section to the Westerly line of the L.S. & M.S. Railroad, thence Northeasterly in the Westerly line of said railroad to a point in the North line of the Section, thence West 919.63 feet in the North line of the Section to the Place of Beginning, being that part of the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ lying North of the L.S. & M.S. Railroad, Section 29, T3S, R6E. 9.70 acres, more or less; together with:

Land described as beginning at the North $\frac{1}{4}$ post of Section 29, thence South $0^{\circ} 31' 40''$ West 913.17 feet in the North & South $\frac{1}{4}$ line, thence South $45^{\circ} 28' 0''$ West 1868.16 feet in the North line of the L.S. & M.S. Railroad, thence North $0^{\circ} 10' 0''$ East 1167.98 feet, thence East 325 feet, thence North $0^{\circ} 10' 00''$ East 1056.24 feet, thence East 1008.80 feet in the North line of the Section to the Place of Beginning, being a part of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 29, T3S, R6E. 40.00 acres, more or less.

RECITALS:

Whereas, Lake Forest Partners 2, Inc. has undertaken, together with the parties whose signatures are also set forth below, to plat the lands described herein; and

Whereas, the parties to these covenants are fully empowered to make these covenants and intend that they be binding both as between themselves and upon all subsequent owners of the land; and

Whereas, the parties hereto desire to create, through their efforts, a first class subdivision and to provide for its orderly development, for its maintenance as a desirable residential community, for the disposition and maintenance of its common property, and for the continuing vitality of these covenants and the common scheme for the property that they represent; and

Whereas, the Subdivision is intended to consist of two areas, each of which will embody a unique character and each of which will be administered separately except that the Associations responsible for their administration are intended to work cooperatively together and the members of which shall own, to the extent it is not dedicated to the public, certain park land, as herein described, intended for the common use and enjoyment of those members.

Now Therefore, we make this Declaration of Covenants, Conditions, and Restrictions for Centennial Park Subdivision, Pittsfield Township, Washtenaw County, Michigan, to wit:

These restrictions are covenants which shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless it is on that date or at the end of any such period agreed, by a vote of the then Owners of a majority of the Lots to be included in the above described land, to change such restrictive covenants in whole or in part or to cancel them; provided, however, that, pursuant to the affirmative vote of the Owners of more than fifty percent (50%) of the Lots, these covenants may be amended before that time. Any proper amendment to these covenants shall be recorded against the real estate which is the subject of it and shall thereafter run with the land. This paragraph shall not apply to the restrictions contained within Paragraph II. and the subparagraphs thereunder, which are to be observed in perpetuity and amended only upon order of a court of competent jurisdiction. Amendment of these restrictions are also subject to the limitations contained in Paragraph II.D.2.

If the parties hereto, or any of their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in the Subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant for such violation or in order to prevent him or them from so doing. It is agreed that immediate and irreparable harm results from the continuing maintenance, by any such party, of any violation of these covenants and that, where such a violation appears, any party with standing hereunder may obtain a temporary restraining order or preliminary injunction against such activity.

Invalidation of any of these covenants by judgment or court order shall, in no wise, affect any of the other provisions which shall remain in full force and effect. This Declaration of Covenants may be signed in counterpart allowing each signor to sign a separate signature page with all such pages taken together as a complete document.

References herein to the masculine gender shall also be construed as meaning feminine or neuter.

I. DEFINITIONS

"Architectural Control Committee" shall mean and refer to a representative subgroup of an Area Association, appointed in accordance to the By-Laws of the Association once created. Prior to the creation of an Association, the Architectural Control Committee shall be composed of three (3) representatives appointed by the Developer, any of whom can act alone on behalf of said Committee and each of whom can resign, with a successor being appointed by the remaining two (2) members.

"Area" shall mean and refer to either that portion of the Subdivision described as Centennial Park or that portion of the Subdivision described as Centennial Farms.

"Area Association" shall mean and refer to the Centennial Park Area Homeowners Association, the Centennial Farms Area Homeowners Association, or, if plural, both.

"Association" shall mean, generically, an association established pursuant to these Covenants as a non-profit corporation under Michigan law, either the Centennial Park Area Homeowners Association, the Centennial Farms Area Homeowners Association, or the Centennial Community Association; in its plural form, it shall mean and refer to them all.

"Builder" shall mean and refer to any person or entity who acquires a lot for the purpose of engaging in and does engage in the business of constructing residential buildings for the purpose of resale and not for his own use.

"By-Laws" shall mean and refer to the By-Laws of an Association.

"Centennial Commons" shall mean and refer to the land described under that name above, which land is intended for the common use and enjoyment of the Owners and residents of Centennial Park Subdivision and their guests.

"Centennial Park" shall mean and refer to the land described under that name above, and the Common Areas and public ways associated therewith.

"Centennial Farms" shall mean and refer to the land described under that name above, and the Common Areas and public ways associated therewith.

"Common Areas" shall mean and refer to those areas of land as set forth on the recorded plat of the Subdivision which are intended to be owned by an Association and devoted to the common use and enjoyment of the Owners of the Lots and any improvements thereon, and said term shall include without limitation park areas, pathways, and storm water basin(s).

"Centennial Garden" shall mean and refer to the land described under that name above, which land is intended for the common use and enjoyment of the residents of Centennial Park Subdivision and their guests.

"Developer" shall mean and include Lake Forest Partners 2, Inc., a Michigan corporation, or its agents or assigns.

"Lot" shall mean and refer to any numbered lot shown on the recorded plat of the Subdivision and any future subdivision hereafter annexed.

"Members" shall mean and refer to all those Owners who are members of an Association as hereinafter set forth.

"Occupant" shall mean and refer to any natural person lawfully and properly in possession of a residential structure located on any Lot in the Subdivision.

"Owner" shall mean and refer to the record owner, whether one or more persons not in possession or entities, of the fee simple title to any lots, not including any land contract vendor not in possession or mortgagee, unless and until such land contract vendor or mortgagee shall have acquired fee simple title pursuant to foreclosure or any proceedings of conveyance in lieu of foreclosure. When more than one 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.

"Resident" shall mean and refer to one who resides in a home in the Subdivision.

"Subdivision" shall mean and refer to Centennial Park Subdivision, according to the plats thereof, as recorded in the Washtenaw County Records.

"Township" shall mean and refer to Pittsfield Charter Township, Washtenaw County, Michigan.

II. HOMEOWNERS AND MAINTENANCE ASSOCIATIONS; COMMON AREAS

A. Associations Created, Responsibilities, Assessments, Collections :

1. The Developer shall establish non-profit corporations for a perpetual term under the laws of the State of Michigan with the names "CENTENNIAL PARK AREA HOMEOWNERS ASSOCIATION," "CENTENNIAL FARMS AREA HOMEOWNERS ASSOCIATION," and "CENTENNIAL COMMUNITY ASSOCIATION."
2. The developer shall convey whatever interest it may have in the Common Areas to the respective Associations; unless, in its sole discretion, the Developer elects to grant its interest in common areas to Pittsfield Charter Township, for use as a public park. Upon execution and delivery of such conveyance, the Associations shall have full responsibility for the ownership, control, improvement, operation, and maintenance thereof, and the Developer shall have no further responsibility or liability in that regard.
3. The entire membership interest in the Area Associations shall be owned initially by the Developer and the Builder in that Area who shall, within thirty (30) days following recording of these Covenants, Conditions, and Restrictions, appoint the directors of those Associations. These initial directors need not be Members of the Associations. The Builder shall appoint two (2) directors and the Developer shall appoint one (1) director. The initial directors shall continue to serve (or be replaced according to the Developer's and/or Builder's discretion) until January 1st of the year following that year when all of the platted lots in the area of the Subdivision covered by any certain Area Association have been sold to homeowners (or such time prior thereto as shall be elected by the Developer and Builder). At or prior to this time, the Builder and Developer shall appoint a full board consisting of five (5) members who shall be residents and Owners of Lots in that Area. This board shall be appointed for staggered terms, two (2) directors being initially appointed for a (1) year term and the other three (3) being appointed for a two (2) year term. Thereafter, directors shall serve for two (2) year terms.
4. Developer shall convey to the Area Associations title to the Common Areas in that part of the Subdivision at or before such time as fee simple interest in one hundred (100%) percent of the Lots

within that area of the Subdivision have been sold and conveyed by Developer to persons other than Builders. The conveyance of the Common Areas shall be subject to any easements reserved, dedicated, or granted by Developer as indicated on the recorded plats for each phase of the Subdivision and any maintenance agreements entered into with the Township or another governmental entity prior to the date of conveyance.

5. At the time provided in subparagraph 3 immediately above, the control of the Area Associations shall be transferred to the Owners of the Lots in that Area of the Subdivision, one (1) membership interest for each Lot, and the directors of the Associations shall thereafter be elected by the Members of the respective Associations at the expiration of their terms. Membership in the Area Associations shall be mandatory by each Owner. Only Members in good standing shall be eligible for appointment or election as directors.
6. The Centennial Community Association is established to own and maintain the Centennial Commons and Centennial Garden property as the same are herein defined. The board of directors of this Association shall initially consist of three (3) directors with the Builder in each Area appointing one (1) director each and the Developer appointing one (1) director. After the time provided for in subparagraph 3, immediately above, when the new resident-controlled board for the first Area which is sold out is installed, it shall appoint one (1) director to replace the director previously appointed by the Builder for that Area. At such time as both Areas have resident-controlled boards, the board of directors for the Centennial Community Association shall be expanded to five (5) directors with two (2) directors being appointed by the respective Area Associations and one (1) director being selected by the other four (4) directors. At the time that the board is expanded, one (1) of the directors appointed by each area association shall be appointed for a one (1) year term with the other director being appointed for a two (2) year term. The director appointed by these directors to fill the fifth seat on the board shall initially serve a one (1) year term. Thereafter, each director shall be appointed for a two (2) year term at the expiration of the term of the preceding director. The director appointed by the other members of the Centennial Community Association board of directors need not be a resident of the Subdivision or Owner.
7. Immediately following appointment by the Builders and the Developer of the directors of the Associations, said directors shall proceed to adopt suitable By-Laws for the governance of their Association, which By-Laws shall also detail the powers and functions of the Associations not described herein. The board of directors of each Association shall adopt an annual budget which shall include an adequate allowance for any taxes, insurance and the maintenance of the Common Areas. Each board shall advise each Member of the amount of the required contribution from each Member which will be necessary to defray the operating costs of the Association, including the costs of maintaining the Common Areas. The required contribution shall be an assessment on each Lot or Lot Owner. The assessments levied by each Area Association shall apply to the Lots contained in that defined area. The assessments levied by the Centennial Community Association shall apply to all the Lots in the Subdivision.
8. By accepting a deed to a lot in the Subdivision, each Owner agrees that the annual assessment for operating costs of the Associations, including maintenance as aforesaid, shall be a lien on the Lot owned by each Owner, with an accompanying power of sale in the Association, from the date a notice of such lien is recorded as permitted pursuant to Paragraph II.A.10., and that the payment of the amount of each annual assessment shall, in addition, be a personal obligation of each Owner.
9. There shall be an annual assessment on each Lot and Owner, as established by a board of directors of each Association, which shall be paid to that Association within the time limited by resolution of its board. Such late fee as it deems appropriate may be imposed by an Association for failure to timely

pay an assessment. In addition to the annual assessment set by a board of directors, there shall be an initiation fee for membership, payable upon the sale of a new home on any Lot, in an amount established by each Association's board of directors.

10. In the event of non-payment of the assessment by an Owner, an Association may proceed to collect the assessment by action of law or by recording a notice of and foreclosing the lien granted to the Association by each Owner in the same manner as prescribed in MCL 600.3201 et seq. regulating foreclosure for mortgages by advertisement. The remedies of the Associations in the event of non-payment shall be cumulative and shall include the recovery of all expenses of collection. The Associations shall not be deemed to have waived any other remedy by its proceeding in any certain form to effect collection. No Owner who is not in good standing for reason of non-payment of an assessment or assessments then due shall be entitled to vote as a Member of an Association.
11. The lien arising from assessments as provided for herein shall be subordinate to the lien of any first mortgage issued by an institutional lender for land development purposes, builder's construction loans, or a first end mortgage loan. The sale or transfer of any lot pursuant to a first mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments due prior to such sale or transfer.
12. Every Owner of a Lot (including the Developer and Builders) shall be a Member of the Association. All membership rights and obligations shall be appurtenant to and may not be separated from the ownership of any Lot, except that the Developer and Builder shall be under no obligation to pay any initiation fee or assessment levied by an Association.
13. The Common Areas shown on recorded plat(s) for the Subdivision are—only to the full extent of Developer's interest therein, except as provided in the following subparagraphs of this Section—identified and dedicated as private parks and the Owners and Occupants in that Area of the Subdivision shall have the right and non-exclusive easement to use any of these Common Areas for recreation and open space purposes, subject to the rights of the Developer or Associations below. Furthermore, the Owners and Occupants in any Area of the Subdivision shall have the right and non-exclusive easement to use any Common Area to access another Common Area devoted to their use and enjoyment, but only to the extent necessary.

B. Powers and Obligations of Associations; Common Areas; Subdivision Restrictions; Maintenance and Repair

1. The principal function of the Associations shall be the enforcement of restrictions imposed on the use of the Lots and the Owners in the Subdivision as found in these Covenants, Conditions and Restrictions, Township and County maintenance agreements, if any, and the rules and regulations promulgated by the Associations.
2. The Associations may, in the discretion of its board of directors, promote and advance the interest of the members, establish social programs, and establish programs and policies which will improve the Subdivision and assist the Owners. They may establish rules and regulations in furtherance of their duties, so far as not inconsistent with these covenants, which rules and regulations shall be published and made available to the Owners from time to time.
3. The Associations shall maintain the Common Areas in a manner consistent with a first-class residential development. Maintenance of the Common Areas shall include, but not be limited to:
 - a. Periodic mowing of grass areas; not less than three (3) times each growing season.

- b. Removal of all debris from easements and landscaped areas, including litter, branches and other objects which are unsightly.
 - c. Periodic inspection of the storm drainage system facilities and right-of-way improvements to ensure outlet or control pipes are not clogged and remain clear and that structures and related facilities in the right-of-way are in good repair and working condition.
 - d. Repair of erosion in banks, swales, berms, dams, or general lawn areas.
 - e. Repair or replacement of any component part of the storm drainage system which has been broken, removed, or otherwise is not functioning as designed.
 - f. Elimination of undesirable insects and animals.
 - g. Cutting, repair, and replacement of overgrown, damaged, or dead plant material, trees, shrubs, or sod.
 - h. Repair, replacement, or maintenance of entranceway signs, structures, landscaping, and irrigation facilities.
 - i. Repair, replacement, and maintenance of bike paths, nature trails, open spaces, sidewalks, and earth berms including the landscaping and irrigation systems therefor.
 - j. Maintain the storm water drainage facilities for the Subdivision and Common Areas in accordance with the agreement establishing the Centennial Park Drainage District, including performance of the scheduled activities set forth in Exhibit A to these covenants.
4. The Centennial Community Association shall carry out the duties recited in Paragraph II.B.3., above, with respect to Centennial Commons and Centennial Garden, which duties shall also include the repair, replacement, and maintenance of any recreational facilities developed on that land. These duties shall apply only to the extent the land has not been dedicated to the public.
 5. Except as specified herein, Developer and the Association shall preserve and retain the Common Areas within the Subdivision in their natural state, with minimal intrusion, subject to the right of Developer to install, maintain, and repair Subdivision Improvements. It is anticipated that Centennial Commons will be developed into an area for active recreation and nothing contained herein shall be deemed to prohibit such development and use of that land. It is anticipated that Centennial Garden will be used as an area for Members to plant and maintain gardens, such as vegetable gardens, and nothing contained herein shall be deemed to prohibit such development and use of that land. Developer and the Association shall be responsible for removing any man-made debris that is deposited in the Common Areas. Developer shall establish reasonable rules for and shall be responsible for the maintenance and upkeep of the Open Space Areas until such time as the Common Areas are conveyed to the Associations. After conveyance of Developer's title or interest to the Associations, they shall be responsible for maintaining the Common Areas conveyed to it in accordance with the rules established by the Developer and the Associations shall have the right to establish such additional or alternative, reasonable rules and regulations with respect to the use and enjoyment of the Common Areas as the Associations may deem necessary or desirable to ensure the proper preservation and functioning of those areas.
 6. The use of Common Areas for hunting is prohibited.

C. Additional Powers and Duties of the Centennial Community Association

1. In addition to its purpose in performing the powers and duties set forth above, the Centennial Community Association is established to carry out the improvement of that land—which is not a part of the Subdivision as platted—as a private recreation area devoted to fulfilling the purposes of that Association, namely, providing recreational opportunities for the Owners.
2. The lands constituting Centennial Commons may be dedicated, by the Centennial Community Association, to the public—which dedication may only be for public park purposes and which dedication may not have the effect of excluding the Owners and Occupants of the Subdivision from use of the park.
3. Should Centennial Commons be dedicated to the public, the Centennial Community Association shall have no further obligation to maintain or improve that land but shall continue to exist for other lawful purposes, including maintenance and improvement of Centennial Garden.

D. Rights of the Washtenaw County Drain Commissioner

1. The land is subject to a perpetual and permanent easement in favor of the Washtenaw County Drain Commissioner, the Centennial Park Drainage District, (collectively referred to, for purposes of this section, as "grantee"), and grantee's successors, assigns and transferees, in, over, under, and through the property described on the plat hereto, which easement may not be amended or revoked except with the written approval of grantee, and which contains the following terms and conditions and grants the following rights:
 - a. The easement shall be for the purposes of developing, establishing, constructing, repairing, maintaining, deepening, cleaning, widening, and performing any associated construction activities and grading in connection with any type of drainage facilities or storm drains, in any size, form, shape, or capacity;
 - b. The grantees shall have the right to sell, assign, transfer, or convey this easement to any other governmental unit;
 - c. No Owner in the Subdivision shall build, allow to be built, or convey to others any permanent structures on the said easement;
 - d. No Owner in the Subdivision shall build or place on the area covered by the easement any type of structure, fixture, or object (including trees, shrubs, or any other landscaping element), or engage in any activity or take any action or convey any property interest or right, that would in any way either actually or potentially threaten to impair, obstruct, or adversely affect the rights of grantee under the said easement;
 - e. The grantee and its agents, contractors, and designated representatives shall have right of entry on, and to gain access to, the easement property;
 - f. All Owners in the Subdivision release grantee and its successors, assigns, or transferees from any and all claims to damages in any way arising from or incident to the construction and maintenance of a drain or sewer or otherwise arising from or incident to the exercise by grantee of its rights under the said easement, and all Owners covenant not to sue grantee for any such damages.

2. The rights granted to the Washtenaw County Drain Commissioner, the Centennial Park Drainage District, and their successors and assigns may not be amended without the express written consent of the grantee hereunder. Any purported amendment or modification of the rights granted hereunder shall be void and without legal effect unless agreed to in writing by the grantee, its successors, or assigns.
3. Routine maintenance of the storm water management facilities within the Subdivision will be completed by the Associations within thirty (30) days of receipt of written notification from Washtenaw County Drain Commissioner or other responsible governmental entity that action is required unless other acceptable arrangements are made with the supervising governmental entity. Emergency maintenance will be completed by the Associations within thirty-six (36) hours of written notification made to it that action is required. This paragraph shall not be read to define the scope of obligations of the Associations under other parts of the covenants to perform such maintenance.
4. Should the Associations fail to act within the aforesaid time frames, the Washtenaw County Drain Commissioner, or other responsible governmental entity, may perform the needed maintenance and assess the cost against the Owners and/or the Associations.

III. ARCHITECTURAL REVIEW

A. Creation; Liability; Responsibilities

1. No building, fence, dog run, wall, deck, gazebo, shed, swimming pool, accessory structure or facility or other structure, recreational equipment, landscaping, or exterior improvements shall be commenced, erected, changed, revised, or maintained on any lot, nor shall any work affecting the exterior appearance of a dwelling unit be commenced until the plans and specifications have been submitted, reviewed, and approved in writing by the Architectural Control Committees (hereinafter the "Committee").
2. Such a Committee shall be a representative sub-group of an Area Association, appointed in accordance to the By-Laws of that Association once created. Prior to the creation of the Area Associations, the Architectural Control Committee shall be composed of three (3) representatives of the Developer, any of whom can act alone on behalf of said Committee and each of whom can resign, with a successor being appointed by the remaining two (2) Committee members.
3. Neither the Developer nor the Committees created hereunder shall have any liability whatsoever for the approval or disapproval of any plans or specifications.

B. Review Procedure; Approvals; Disapproval, Fees

1. All plans and specifications for buildings, fences, dog runs, walls, decks, gazebos, sheds, swimming pools, accessory structures or facilities or other structures, recreational equipment, landscaping, or exterior additions, alterations, and improvements shall be submitted to the Committees prior to commencement of any construction or installation activity. Preliminary plans may be submitted to the Committees for the receipt of preliminary approvals.
2. The Committees shall establish rules and regulations to govern review procedures, which shall be published and made available to the Owners from time to time.
3. Plans and specifications shall include those items as deemed necessary by the Committees in order to adequately carry out their review. These may include, but are not limited to:

- a. complete plans and specifications as would be required by the Township in order to secure a building permit.
 - b. a dimensioned plot plan of the lot indicating the placement of all proposed improvements.
 - c. elevation drawings of the front, side and rear of the building, or elevations of any walls, fences, or other structures.
 - d. a perspective drawing, if necessary to interpret the exterior design.
 - e. data as to size, materials, colors, and textures of any exterior improvements and accessory structures, including roof coverings, fences, and walls.
 - f. landscape plan and data as to plant type, size, and quantity.
4. During the review, the Committees may request additional information, data, drawings, or materials in order to fulfill its function of review.
 5. No approval of the Committees shall be valid if the structures or improvements violate any of the restrictions set forth herein, except in cases where waivers have been properly granted in writing.
 6. One set of blueprints, plans, or data shall be left with the Committee until construction is completed.
 7. The Committees may disapprove plans because of non-compliance with any of the restrictions set forth herein, or because of dissatisfaction with the grading and drainage plan, the location of the structure on the lot, the materials to be used, the color scheme, the finish, design, proportion, shape, height, style, or appropriateness of the proposed improvement or alteration, or any matter or thing, which, in the judgment of a Committee would not be in keeping with the character of a neighborhood of the Subdivision.
 8. The Committees shall provide their approval or denial of the plans and specifications submitted in writing within a reasonable time. The approval or denial shall be signed and dated by a member of that Committee.
 9. The Committees may charge a review fee as established by its Association in its By-Laws for the purpose of reimbursing actual expenses of that Committee, including but not limited to professional review fees of independent contractors.

IV. BUILDING AND USE RESTRICTIONS:

A. Use Restrictions

1. Lot use. Lots shall only be used for residential purposes. No building shall be erected, re-erected, moved, altered, placed, maintained, or permitted on any Lot other than one (1) detached single-family dwelling not to exceed two and one-half (2.5) stories or thirty-five (35) feet in height with an attached, private garage for not less than two (2) nor more than four (4) cars. A one story house shall contain not less than 2,000 square feet of living space exclusive of garages, decks, porches, "breezeways," area below grade, and the like. A two story house shall contain not less than 2,400 square feet of living space excluding garages, decks, porches, "breezeways," area below grade, and the like. The front and rear setback dimensions shall not be less than 35 feet. The minimum side yard dimension shall be 5 feet and the total of both side yards shall not be less than 15 feet. The distance between houses shall not

be less than 10 feet. The front, rear, and side yard dimensions may be reduced or increased to comply with any reductions thereof granted by the Township Zoning Board of Appeals, or additional requirements.

No business, trade, profession or commercial activity of any kind shall be conducted in any building or any portion of the property, except that Builders' sales offices and models may be used and maintained until all of the lots in the Subdivision have homes constructed thereon and have been sold. At such time that all the lots are constructed and sold, the sales office and models, if occupying a residential structure shall be converted and sold as a residence, and if located in a trailer, shall be removed from the Subdivision.

2. Grade Changes. The final grade of any lot in the Subdivision may not be changed after original construction without written consent by Developer and/or Association. It shall be the responsibility of each Owner to maintain the surface drainage grading of his/her lot as established by the Builder and/or Developer. Each Owner covenants that he will not change the surface grade of his Lot in a manner which will materially increase or decrease the storm water flowing onto or off of his Lot and will not block, pond, or obstruct surface water. The board of directors of the Association shall enforce this covenant and may enter upon the lots in the Subdivision to correct any violation of this covenant and shall charge the cost of the correction to the Owner who has violated this covenant.
3. Signs. No sign of any kind shall be displayed to public view on any lot except one (1) professional sign of not more than six (6) square feet advertising the property for sale, or signs used by the Builder to advertise the property during the construction and sales period. This subparagraph shall not be read as restricting the right to place signs identifying the Subdivision at the entries thereto. Such signs as are allowed must be maintained in good condition at all times and removed upon completion of their use.
4. Mailboxes. The mailbox initially installed to serve each Lot, according to a unified scheme, shall remain and not be replaced with another mailbox which does not conform to that unified scheme.
5. Nuisances. No noxious or offensive activity or trade shall be conducted on any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, except the construction of new houses on vacant Lots.
6. Animals. No animals, livestock or poultry of any kind shall be raised, bred, harbored 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 purpose. Household pets shall have such care as to not be objectionable or offensive to others due to noise, odor, or unsanitary conditions. All domestic animals kept within the Subdivision shall be kept on a leash or in a run or pen, and shall not be allowed to run loose or unattended.
7. Sight Distance Obstruction. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the lot lines and a line connecting them at points 25 feet from the intersection of the lot lines. The same sight line limitations shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.
8. Litter and Pollution. No Lot Owner shall throw or allow to accumulate on his or any other Lot or any open space areas, trash, refuse, or rubbish of any kind. No Lot shall be used or maintained as a

dumping ground for rubbish, trash, garbage, or other waste, and the same shall not be kept except in sanitary containers properly concealed from public view. Garbage containers shall not be left at the curbside for more than twenty-four (24) hours in any one week.

No Lot Owner, Builder, subcontractor or Resident shall dump or otherwise dispose of chemicals, motor oil, paint, gasoline, or petroleum distillates in, over, or within the Subdivision or the sanitary or storm sewer drains serving the Subdivision.

9. Weapons. No Lot Owner, Builder, subcontractor or Resident shall use or discharge within the Subdivision, nor shall he permit any invitees or guests to use or discharge within the Subdivision, any B-B, pellet, or paint-ball guns, firearms, rifles, shotguns, handguns, crossbows, or archery equipment, or any similar weapon.
10. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats. Within these easements, no structure, planting, or other material shall be placed or be permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easements. Except as may be otherwise provided herein, each Resident shall maintain the surface areas of easements within his property to keep grass and weeds cut, to keep the area free of trash and debris, and to take such action as may be necessary to eliminate or minimize surface erosion.

There are various easements shown on the plat for the Subdivision in favor of the Washtenaw County Drain Commissioner, as referred to above.

11. Lot Stabilization. A Lot Owner, within thirty (30) days of the date of occupancy or as soon thereafter as weather permits, shall install or have installed sod or seed and mulch covering the exposed earth of the Lot. From said date of purchase the Lot shall be kept mowed, free of weeds and well-maintained at all times by the Lot Owner.
12. Gardens. Vegetable gardens and similar gardens for raising non-ornamental plants shall not be planted on any Lot in such a location as to be visible from a public street, it being the intention of these Covenants to provide for such use in Centennial Garden.

B. Restrictions on Structures and Outdoor Equipment

1. Fences, Dog Runs. Fences and dog runs shall not be permitted except with the express written consent of the Developer or Area Association. Lot line fencing is generally prohibited; however, non-opaque split rail or similar decorative fencing—up to 48 inches in height—shall be permitted anywhere on a Lot. Also, an opaque fence creating a court-yard shall be permitted only so long as it does not exceed six feet in height, does not extend into the side yards created on either side of the principal residence on a Lot, and does not extend more than 35 feet behind the house. Other fencing may be approved according to the discretion of the Architectural Review Committees. The design and materials of all fences must be approved in accordance with the requirements of these covenants, and all approved fences must meet the building and zoning codes of the Township and must receive the necessary permits and inspections as may be required.
2. Parking & Storage. No unlicensed or inoperative vehicles or vehicles in substantial disrepair, commercial vehicles, house trailers or mobile trailers, boats or boat trailers, campers, snowmobiles or snowmobile trailers, motorcycles or motorcycle trailers, or trailers of any kind shall be permitted to be

parked or stored on any Lot in said Subdivision unless such vehicle(s) are parked or stored in a garage on said Lot which conforms to the requirements pertaining to the constructions of garages.

Commercial vehicles and trucks may be parked in the Subdivision while making normal deliveries or pickups in the normal course of business.

3. Temporary Structures. Tents for entertainment or recreational purposes are permitted for periods not to exceed forty-eight (48) hours. The Developer and/or Association, or its authorized representatives, may grant exceptions to strict application of this restriction when it deems it in the best interest of all the Owners and consistent with the intent of this subparagraph.

A construction trailer or temporary storage building for the storage of materials and supplies, may be maintained by each Builder or independent contractor contracting with any Lot Owner or Builder during the period when new houses are under construction in the Subdivision by the Builders.

4. Temporary Residence. No trailer, tent, camper, boat, basement, shack, shed, garage, barn or other building erected in the Subdivision, except a completed single family residence, shall at any time be used as a dwelling.

No temporary occupancy shall be permitted in unfinished buildings.

5. Accessory Structures, Gazebos, Sheds. Gazebos, sheds and other accessory structures or features may be installed in the rear yard only when approved by the Developer and/or Architectural Control Committee of an Association, as applicable. All approved gazebos, sheds, or other accessory structures or features must meet the building and zoning codes of the Township and must receive the necessary permits and inspections as may be required.
6. Antennas and Satellite Dishes. No radio, television, or other communication antenna or structure of any type may be installed on or outside of any residence, except that satellite dishes, not to exceed the minimum size allowed by the rules of the Federal Communications Commission, and which are not visible from the front a dwelling, may be installed. Otherwise, antennas may be installed or placed in the interior or on a residence only. The Developer and/or Architectural Control Committee of an Association, as applicable, may grant exceptions to this restriction, in its sound discretion, where the purposes of this subsection will be met.
7. Maintenance of Improvements. Each Owner shall keep all structural improvements and equipment on their Lot in good condition and in good repair at all times.
8. Swimming Pools. Swimming pools and fencing incidental thereto may be installed only when approved by the Developer and/or the Architectural Control Committee of an Association, as applicable; provided, however, that only "in-ground" pools shall be permitted and that "above-ground" pools are prohibited. Any permitted swimming pools and fencing incidental thereto shall be constructed to the rear of the house and maintained in a safe and sanitary condition. All approved swimming pools and fencing incidental thereto must meet the building and zoning codes of the Township and must receive the necessary permits and inspections as may be required.

V. COVENANTS COMMITTEE

A. Purpose

A board of directors of an Area Association created hereunder may establish a Covenants Committee, consisting of three Members appointed by the Board, each to serve for a term of one year, in order to assure that the Subdivision shall always be maintained in a manner: (1) providing for visual harmony and soundness of repair; (2) avoiding activities deleterious to the esthetic or property values of the Subdivision; (3) furthering the comfort of the Owners and Residents and their guests; and (4) promoting the general welfare and safety of the Subdivision.

B. Powers

At the direction of its board of directors, a covenants committee may police the external design, appearance, use and maintenance of the Subdivision and the common elements. A covenants committee shall have the power to impose reasonable charges for its expenses (pursuant to Section II.A.) upon, and issue a cease and desist request to, an Owner, a member of such Owner's household, or such Owner's guests, invitees, or tenants, agents or employees, or an Occupant or Resident whose actions are inconsistent with the provisions of this Declaration of Covenants, other restrictions or the rules, regulations, or resolutions of the board of directors. A covenants committee shall, from time to time, as required, provide interpretations of the Subdivision instruments, rules and regulations, and resolutions, in accordance with the intent thereof, when requested to do so by an Owner or its board of directors. Any action, ruling, or decision of the covenants committee may be appealed to its board of directors by any party deemed by the board to have standing as an aggrieved party and that board may modify or reverse any such action, ruling, or decision.

C. Authority

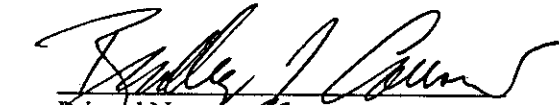
A covenants committee shall have such additional duties, powers, and authority as the board of directors of an Area Association may, from time to time, provide by resolution. A board of directors may also relieve the covenants committee of any of its duties, powers, and authority either generally or on a case-by-case basis. The covenants committee shall carry out its duties and exercise its powers and authority in the manner provided for in the rules and regulations or by resolution of its board of directors. A covenants committee shall act on all matters properly before it within forty-five (45) days; failure to do so within the stipulated time shall constitute an automatic referral of such matters to the board of directors for consideration.

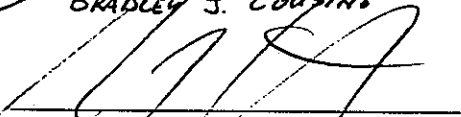
Charles E. Baker Living Trust
1634 NW Eucalyptus Ave
Arcadia, FL 33821

SIGNATURE PAGE TO:

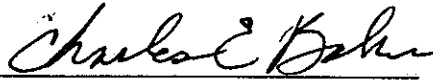
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CENTENNIAL PARK SUBDIVISION
PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

WITNESSES:


Printed Name: BRADLEY J. COUSINO


Printed Name: Gregory M. Elliott

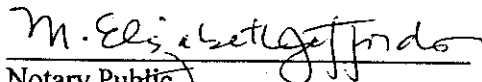
CHARLES E. BAKER LIVING TRUST


By: Charles E. Baker
Its: Trustee

Dated: 12/21/99

STATE OF Michigan)
)SS.
COUNTY OF Washtenaw)

On this 21st day of December, 1999, Charles E. Baker, Trustee of the Charles E. Baker Living Trust, appeared personally before me and executed the foregoing and acknowledged the same to be of his own free act and deed.

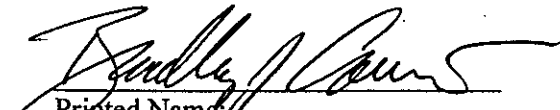

Notary Public
M. ELIZABETH JEFFORDS
Notary Public, Washtenaw County, MI
My Commission Expires Mar. 22, 2003

Elda L. Baker Living Trust
1634 NW Eucalyptus Ave.
Arcadia, FL 33821

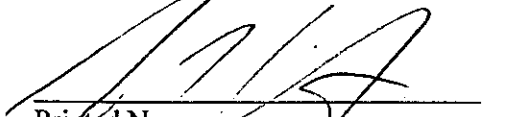
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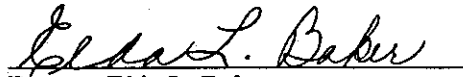
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CENTENNIAL PARK SUBDIVISION
PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

WITNESSES:


Printed Name: BRADLEY J. COUSINO

ELDA L. BAKER LIVING TRUST

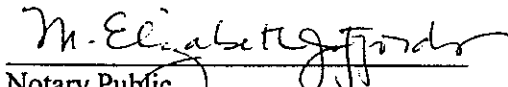

Printed Name: Gregory M. Elliott


By: Elda L. Baker
Its: Trustee

Dated: 12/21/99

STATE OF Michigan)
)SS.
COUNTY OF Washtenaw)

On this 21st day of December, 1999, Elda L. Baker, Trustee of the Elda L. Baker Living Trust, appeared personally before me and executed the foregoing and acknowledged the same to be of her own free act and deed.


Notary Public
M ELIZABETH JEFFORDS
Notary Public, Washtenaw County, MI
My Commission Expires Mar. 22, 2003

Harold Arthur Wilson
and Mary Inez Wilson
Charitable Remainder Uni-Trust
120 E. Liberty St., Ste. 300
Ann Arbor, MI 48104


SIGNATURE PAGE TO:

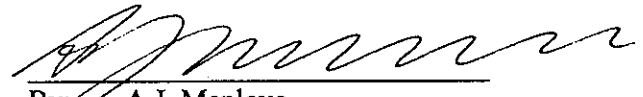
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CENTENNIAL PARK SUBDIVISION
PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

WITNESSES:


Printed Name: Karl R. Frankena

HAROLD ARTHUR WILSON AND
MARY INEZ WILSON CHARITABLE
REMAINDER UNI-TRUST

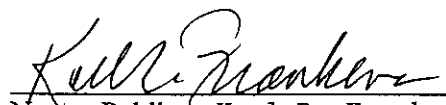

Printed Name: Nancy A. Pear


By: A.J. Menlove
d/b/a Heartland Trust Services
Its: Trustee

Dated: 12/22/99

STATE OF MICHIGAN)
)SS.
COUNTY OF WASHTENAW)

On this 22nd day of December, 1999, A.J. Menlove (d/b/a Heartland Trust Services), Trustee of the Harold Arthur Wilson and Mary Inez Wilson Charitable Remainder Uni-Trust, appeared personally before me and executed the foregoing and acknowledged the same to be of his own free act and deed.


Notary Public Karl R. Frankena
Washtenaw County, Michigan
My commission expires: 6/9/03

Wexford Builders, Inc.
8150 Bethel Church Rd.
Saline, MI 48176

SIGNATURE PAGE TO:

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CENTENNIAL PARK SUBDIVISION
PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

WITNESSES:

Jana L. Bengel
Printed Name: JANA L. BENGEL

WEXFORD BUILDERS, INC.

Lawrence M. Purdy
Printed Name: LAWRENCE M. PURDY

Craig A. Welch
By: Craig A. Welch
Its: ~~President~~ CEO
Dated: May 7, 2000

STATE OF MICHIGAN)
)SS.
COUNTY OF WASHTENAW).

On this 9th day of May, 2000, Craig A. Welch, acting as ^{CEO}~~President~~ of
Wexford Builders, Inc., appeared personally before me and executed the foregoing and
acknowledged the same to be of his own free act and deed.

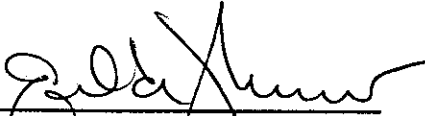
Kelly L. Smagacz
Notary Public
Washtenaw County, Michigan
Kelly L. Smagacz
expiration: Aug 7, 2003

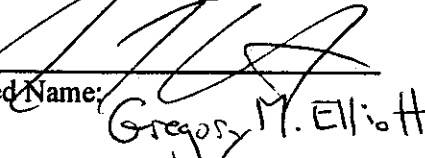
Johnson Holding Company, L.L.C.
4111 Timber Ridge Dr.
Ann Arbor, MI 48108

SIGNATURE PAGE TO:

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CENTENNIAL PARK SUBDIVISION
PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

WITNESSES:


Printed Name: Gilda Johnson


Printed Name: Gregory M. Elliott

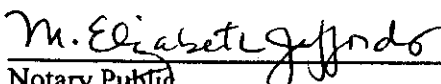

JOHNSON HOLDING COMPANY, L.L.C.

By: Louis R. Johnson,
a/k/a Louis Johnson
Its: Member

Dated: 1-27-00

STATE OF MICHIGAN)
)SS.
COUNTY OF WASHTENAW)

On this 27th day of January, 2000, Louis R. Johnson, as Member of Johnson Holding Company, L.L.C., appeared personally before me and executed the foregoing and acknowledged the same to be of his own free act and deed.

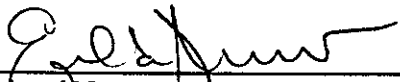

Notary Public
Washtenaw County, Michigan
M ELIZABETH JEFFORDS
Notary Public, Washtenaw County, MI
My Commission Expires Mar. 22, 2003

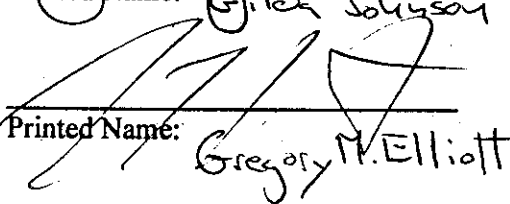
Lake Forest Partners 2, Inc.
4111 Timber Ridge Dr.
Ann Arbor, MI 48108

SIGNATURE PAGE TO:


DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CENTENNIAL PARK SUBDIVISION
PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

WITNESSES:


Printed Name: Gilda Johnson



Printed Name: Gregory M. Elliott

LAKE FOREST PARTNERS 2, INC.


By: Louis R. Johnson,
a/k/a Louis Johnson
Its: President
Dated: 1-27-00

STATE OF MICHIGAN)
)SS.
COUNTY OF WASHTENAW)

On this 27th day of January, 2000, Louis R. Johnson, as President of Lake Forest Partners 2, Inc., appeared personally before me and executed the foregoing and acknowledged the same to be of his own free act and deed.


Notary Public
Washtenaw County, Michigan
M ELIZABETH JEFFORDS
Notary Public, Washtenaw County, MI
My Commission Expires Mar. 22, 2003

Peter R. Daugherty
1425 Bicentennial Pkwy. (Lot 35)
Ann Arbor, MI 48108

SIGNATURE PAGE TO:

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CENTENNIAL PARK SUBDIVISION
PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

WITNESSES:

Pamela R. Kaatz
Pamela R. Kaatz

Printed Name:

Amy L. Gahn
Amy L. Gahn

Printed Name:

Peter R. Daugherty
By: Peter R. Daugherty

Dated: 5/10/2000

STATE OF MICHIGAN)
)SS.
COUNTY OF WASHTENAW)

On this 10th day of May, 2000, Peter R. Daugherty, appeared personally before me and executed the foregoing and acknowledged the same to be of his own free act and deed.

Tina Glenn

Notary Public
Washtenaw County, Michigan

TINA GLENN
Notary Public, Washtenaw County, Michigan
My Commission Expires September 18, 2002

Jennifer A. Panek Daugherty
1425 Bicentennial Pkwy. (Lot 35)
Ann Arbor, MI 48108

SIGNATURE PAGE TO:

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CENTENNIAL PARK SUBDIVISION
PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

WITNESSES:

Pamela Katz
Pamela Katz

Printed Name:

Amy L. Gahn
Amy L. Gahn

Printed Name:

Jennifer A. Daugherty
By: Jennifer A. Panek Daugherty

Dated: 5-10-00

STATE OF MICHIGAN)
)SS.
COUNTY OF WASHTENAW)

On this 10th day of May, 2000, Jennifer A. ^{Daugherty}~~Panek~~, appeared personally before me and executed the foregoing and acknowledged the same to be of her own free act and deed.

Tina Glenn
Notary Public

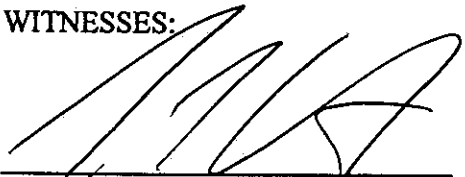
Washtenaw County, Michigan
TINA GLENN
Notary Public, Washtenaw County, Michigan
My Commission Expires September 18, 2002

Paul Brothers
6100 Saline-Ann Arbor Rd.
Saline, MI 48176

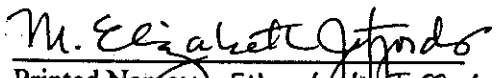
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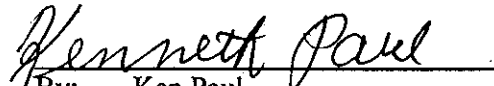
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CENTENNIAL PARK SUBDIVISION
PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN**

WITNESSES:


Printed Name: Gregory M. Elliott

PAUL BROTHERS

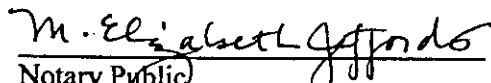

Printed Name: M. Elizabeth Jeffords


By: Ken Paul
Its: Partner
Dated: 2/9/2000

STATE OF MICHIGAN)
)SS.
COUNTY OF WASHTENAW)

On this 9th day of February, 2000, Ken Paul, acting as a Partner in Paul Brothers, appeared personally before me and executed the foregoing and acknowledged the same to be of his own free act and deed.

M ELIZABETH JEFFORDS
Notary Public, Washtenaw County, MI
My Commission Expires Mar. 22, 2003


Notary Public
Washtenaw County, Michigan

Drafted by
and when recorded return to:
Gregory M. Elliott, Esq. (P55696)
Gregory M. Elliott, P.L.C.
202 E. Washington St., Ste. 710
Ann Arbor, MI 48104

Tax Parcels: 12-29-100-002
12-29-100-003
12-29-100-005
12-29-200-001
12-29-200-010
12-29-200-011

Permanent Maintenance tasks and schedule for Home Owners Association Centennial Park

TASKS:	COMPONENTS:									SCHEDULE:	
	Storm sewer system	Catch basin sumps	Catch basin inlet castings	Channels	Outlet control structure	Rip-Rap	Filtration basins	Storm detention area	Wetlands		Emergency overflow
Inspect for sediment accumulation	X	X	X	X	X	X	X	X	X	X	Annually
Removal of sediment accumulation	X	X	X	X	X	X	X	X	X	X	Every 5-10 years as needed
Inspect for floatables and debris	X	X	X	X	X	X	X	X	X	X	Annually
Cleaning of floatables and debris	X	X	X	X	X	X	X	X	X	X	Annually
Re-establish permanent vegetation on eroded slopes	X	X	X	X	X	X	X	X	X	X	Annually
Replacement of gravel jackets	X	X	X	X	X	X	X	X	X	X	Every 3-5 years as needed
Mowing	X	X	X	X	X	X	X	X	X	X	0-2 times per year
Inspect structural elements during wet weather and compare to as-built plans (by a professional engineer reporting to the HOA)	X	X	X	X	X	X	X	X	X	X	Annually
Make adjustments or replacements as determined by pre-turnover inspection	X	X	X	X	X	X	X	X	X	X	
Keep records of all inspections and maintenance activities and report to HOA	X	X	X	X	X	X	X	X	X	X	Annually
Keep records of all costs for inspections, maintenance and repairs. Report to HOA.	X	X	X	X	X	X	X	X	X	X	Annually
HOA reviews cost effectiveness of the preventative maintenance program and makes adjustments as needed	X	X	X	X	X	X	X	X	X	X	Annually
HOA to have a professional engineer carry out emergency inspections upon identification of severe problems.	X	X	X	X	X	X	X	X	X	X	As needed