

# Labana Woods Condominium Association

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## Labana Woods Association

### Declaration of Covenants and Restrictions

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**RE-RECORD**

**LABANA WOODS SUBDIVISION**  
**Declaration of Covenants and Restrictions**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS ("this Declaration") made this 15th day of May 2000, by Labana Subdivision L.L.C., a Michigan limited Liability company (the "Declarant"), having its principal office at 47286 North Pointe Drive., Canton, MI 48187

WITNESSETH:

The following is a recital of the facts and objectives underlying this Declaration:

(A) Declarant is the owner in fee simple absolute of certain real property known as Labana Woods Subdivision (the "Subdivision") situated in the City of Taylor (the "City"), Wayne County, Michigan. The Subdivision is more particularly described on Exhibit "A" attached hereto.

(B) The Subdivision consists of eighty (80) lots (the "Lots"), each of which is to be used for the construction and occupancy of one (1) detached single-family residence and permitted related improvements, in each case, subject to the provision of this Declaration, and other matters of record, and common areas for the benefit of the Subdivision, and intended for the use, in common, of (i) the Owners of each Lot; (ii) the Occupants; and (iii) the Permittees.

(C) Declarant desires to subject the Subdivision to the covenants, restrictions, conditions, easements charges and liens hereinafter set forth (i) to insure the development of the Subdivision as a desirable residential community; (ii) to prevent the construction, installation, placement or maintenance of any undesirable use, improvement or thing within the Subdivision; (iii) to promote internal harmony within the Subdivision; and (iv) to provide for the perpetual preservation and maintenance of the Common Areas, including, without limitation, the Storm Drainage Facilities, retention pond, in a manner consistent with high environmental, aesthetic and residential standards, and the provisions of any applicable agreement with the City regarding the Common Areas and/or the Storm Drainage Facilities.

(D) Declarant deems it desirable to create an entity (the "Association") to own the Common Areas, and to which shall be delegated and assigned certain powers and duties hereunder, including, without limitation (i) administration, operation and maintenance of the Common Areas, including without limitation, the Storm Drainage Facilities including retention pond; (ii) enforcement of the covenants, restrictions, conditions, easements, charges and liens set forth in this Declaration; (iii) collection and disbursement of the assessments and charges described in this Declaration; and (iv) promotion of the health, safety and welfare of the residents of the Subdivision.

TRANSACTION TITLE INSURANCE CO.  
RE-RECORD TO ADD LOT # AND TAX I.D #

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**RE-RECORD**

(E) Declarant has caused the Association to be organized as a nonprofit corporation (with mandatory assessment powers), for the perpetual term, under the laws of the State of Michigan, for the purpose of exercising the powers, duties and functions of the Association set forth in this Declaration (either directly, or through a management agent and/or maintenance contractors engaged by the Association).

NOW, THEREFORE, Declarant hereby declares that the Subdivision, including each Lot and Common Area in the Subdivision, shall be held, transferred, sold, conveyed, leased, used and occupied subject to the following covenants, restrictions, conditions, easements, charges and liens, each of which is for the benefit of, and shall run with and bind, each Lot and Common Area, and each Person having any right, title, or interest in any Lot or common area, including, without limitation, each Owner and Occupant, and/or the heirs, personal representatives, successors and/or assigns of any such Person.

ARTICLE I

Defined Terms

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

"Association" shall mean and refer to the Labana Woods Homeowners' Association, a Michigan nonprofit corporation, whose principal office is presently located at 47286 North Pointe Drive, Canton, MI, 48187 and any successor thereto.

"Committee" shall mean and refer to the Architectural Review Committee established under the provisions of this Declaration, or the Association, as the context may require.

"Common Areas" shall mean and refer to those areas of land denoted as "Private Parks" on the recorded Plat of the Subdivision, and intended to be (i) owned by the Association, and (ii) devoted to the common use and enjoyment of the residents in the Subdivision, (iii) drainage facilities including retention ponds, (iv) entrances to the Subdivision from Wick and Beech Daly roads together with any and all improvements now or hereafter located thereon.

"Declarant" shall mean and refer to Labana Subdivision, a Michigan Limited Liability Company or any successor thereto, or any Person to whom or which it may expressly assign any one or more of its rights, or delegate any of its authority hereunder, in each case by means of an appropriate document recorded with the Register of Deeds of Wayne County, Michigan, and, in each case, as the context may require.

"Improvement" shall mean and refer to every building of any kind, garage, shed, gazebo, fence, wall or gate, pool, tennis court, or other structure or recreational facility which may be erected or placed on any Lot, including, without limitation, any driveway, parking area, landscaping, planted material, sign, drainage system and/or utility connection thereon or therein.

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"Lot" shall mean and refer to any numbered parcel of land shown as such upon the recorded Plat of the Subdivision, and used or to be used for the construction and occupancy thereon of a detached single-family residential dwelling, and related improvements, in accordance herewith, and such reference may include such dwelling and related improvements, as the context may require.

"Members" shall mean and refer to all those Persons entitled to membership in the Association, as provided in this Declaration.

"Occupant" shall mean and refer to all those Persons occupying a house in the Association, as provided in this Declaration.

"Owner" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Lot, including, for such purpose, the land contract vendee in regard to any Lot (rather than the land contract vendor), but not including any mortgagee unless and until such mortgagee shall have acquired such fee simple title pursuant to foreclosure, or any proceeding or conveyance in lieu of foreclosure. Where more than one Person has an interest in the fee simple title to any Lot, the interests of all such Persons collectively shall be that of a single Owner for purposes of voting on all matters involving the Association and Subdivision.

"Permittee" shall mean and refer to the visitors, invitees, and guests of each Owner and Occupant, together with police and fire department, and other local governmental employees, and United States Postal Service personnel.

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

"Storm Drainage Facilities" shall mean and refer to the storm sewer line and storm water sedimentation basin, retention ponds and related equipment, located upon The Subdivision. The Storm Drainage Facilities are covered by a maintenance agreement between the City and the Wayne County Department of Public Services, but, any thing in the foregoing instruments to the contrary notwithstanding, the Association shall be solely responsible for the permanent maintenance and operation of the Storm Drainage Facilities, and for the payment of all costs and expenses in connection therewith.

"City" shall mean and refer to the City of Taylor, Wayne County, Michigan.

ARTICLE II

Membership in the Labana Woods Home Owners' Association

SECTION 1. MEMBERSHIP. Every Person who or which 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. Notwithstanding the foregoing, the termination of any Person's ownership interest in any Lot, and the consequent termination of such Person's membership in the Association, shall not be deemed to relieve such Person from any debt or

obligation attributable to such Lot which accrued or arose during the period in which such Person was an Owner of a Lot.

SECTION 2. VOTING RIGHTS. The Association shall have two classes of membership, being Class A and Class B, as follows:

(a) Initially the three members of the Architectural Review Committee (see Article V section 1) shall be voting, and shall be the only Class A Members.

(b) each Owner of a Lot other than the Class A members shall be a Class B Member;

(c) Class B membership shall be non-voting until the time specified in subsection (d) below, at which time all Owners (including the Declarant) shall be entitled to vote on a one vote per Lot basis (regardless of the number of Owners of any such Lot);

(d) Class A members shall have the sole vote in the Association, and the consequent right to appoint the Board of Directors of the Association (the "Board"), until such time as 60 Lots shall have occupied residences on them, or at such earlier time as may be designated in writing by the Class A members; and

(e) at such time as sixty (60) Lots shall have occupied residences on them, or at such earlier time as shall have been designated in writing by the Declarant, Class B Members of the Association shall have the voting rights described in subsection (d) above, and, thereafter, the Board shall be elected by the combined vote of the Class A and Class B Members (in each case, voting on a one vote per Lot basis).

ARTICLE III

Property Rights in the Common Areas

SECTION 1. MEMBERS' EASEMENTS OF ENJOYMENT. Subject to the provisions of Section 3 of this Article IV, following, every Member shall have a right and easement of enjoyment in and to the Common Areas, and such easement shall be appurtenant to and shall pass with the title to any Lot whether or not specifically set forth in the deed or other conveyance to such Lot.

SECTION 2. TITLE TO COMMON AREAS. Declarant hereby covenants that it shall convey the Common Areas to the Association, free and clear of all liens and encumbrances, except (i) easements and rights-of-way of record, and (ii) such rights with regard to the grant of additional easements as are reserved to the Declarant and/or Association herein, and subject to the Members' rights and easements of enjoyment, not later than four years from the date of recordation of this Declaration.

SECTION 3. EXTENT OF MEMBER'S EASEMENTS. The rights and easements of enjoyment of the Members in and to the Common Areas 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 Areas;

(b) the right of the Association to suspend the voting and enjoyment rights of any Member for any period during which any assessment against such member's Lot remains delinquent and unpaid, and for a period not to exceed sixty (60) days, for any infraction by such Member of the published rules and regulations of the Association;

(c) the right of the Declarant and/or Association to grant easements affecting the Common Areas to government agencies, and others, for utilities of any kind serving the Subdivision, or any part thereof;

(d) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency or authority for such purposes, and subject to such conditions as may have been agreed upon 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 two-thirds of the Members shall have been recorded, agreeing to such dedication or transfer, and as to 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 City shall have first been obtained; and

(e) the right of the Association to levy assessments upon the Lots, as set forth in Article V hereof.

SECTION 4. DELEGATION OF USE. Any Owner may delegate his right of enjoyment in and to the Common Areas to the members of his family and/or his Occupants and Permittees.

SECTION 5. ADDITIONAL EASEMENTS. Declarant reserves the right to grant additional easements affecting the Common Areas to government agencies, and others, for utilities of any kind serving the Subdivision, or any part thereof, without the consent of the Association or any Member.

ARTICLE IV

Covenant for Maintenance Assessments

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant, for each Lot within the Subdivision owned by Declarant, hereby covenants and agrees, and each Owner of any Lot, by acceptance of a deed, land contract or other conveyance thereto, whether or not it shall be so expressed in ay such deed, land contract or other conveyance, shall be deemed to have covenanted and agreed to pay to the Association, annual and special assessments and/or charges established and to be collected as hereinafter provided. Such assessments, together with interest thereon, and the costs of collection thereof, including reasonable attorneys' fees, shall also be the personal obligation of each Person who was an Owner of such Lot at the time the assessment became due and payable. The personal obligation of any Owner for any delinquent assessment shall not pass to any successor in title of such Owner unless expressly assumed by such successor.

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PAGE 1 OF 5

SECTION 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the Subdivision, and, in particular, for (i) the operation, maintenance and improvement of the Common Areas, including, for such purpose, the boulevard islands within, and right-of-way areas of the public streets within the Subdivision; (ii) the installation of additional facilities and landscaping within the Common Areas; (iii) the operation and maintenance of any storm water retention areas within the Common Area; (iv) the payment of real estate taxes in regard to the Common Areas; (v) the payment of insurance expenses in regard to the Common Areas and the Association; (vi) enforcing the provisions of this Declaration; (vii) providing community services; and (viii) the protection of the Owners.

SECTION 3. ANNUAL ASSESSMENTS. The basis of the annual assessments, and the maximum amounts thereof, shall be as follows:

- (a) until January 1st of the year immediately following the conveyance of the first Lot to an Owner other than the Declarant, the maximum annual assessment shall be Two Hundred (\$200.00) Dollars per lot;
- (b) from and after January 1st of the year immediately following the conveyance of the first Lot to an Owner other than the Declarant, the maximum annual assessment may be increased by the Board to Three Hundred (\$300.00) Dollars per Lot, without a vote of the Owners;
- (c) thereafter, the maximum annual assessment may be increased each year by the Board not more than ten percent (10%) above the maximum assessment for the prior year upon the affirmative vote of two-thirds of the Owners voting in person, or by proxy, at a meeting duly called for that purpose; and
- (d) the Board may, after consideration of the current fiscal needs of the Association, fix the actual annual assessment for any year at an amount less than the maximum herein otherwise permitted.
- (e) Notwithstanding anything to the contrary in this document, Multibuilding Company and Singh Construction International shall pay prorata share of actual expenses incurred by the Declarant in common area maintenance instead of paying the annual assessment. Prorata share shall be calculated as the ratio of (i) for Multi Building: 45 less the number of lots released by Multi to total of 80 lots, (ii) for Singh Construction: 35 less the number of lots released by Singh to total of 80 lots.

SECTION 4. SPECIAL ASSESSMENTS. In addition to the aforesaid annual assessments, the Association may levy against each Owner, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole, or in part, the cost of any construction, reconstruction, repair or replacement of any improvement upon the Common Areas, provided that any such special assessment shall have the assent of tow-thirds of the Owners voting in person, or by proxy, at a meeting duly called for that purpose.

SECTION 5. UNIFORM RATE OF ASSESSMENTS. The annual assessments and each special assessment shall be set by the Board at a uniform rate for each Lot, and may be collected on a monthly or an annual basis, as may be determined by the Board.

SECTION 6. NOTICE OF QUORUM FOR ACTION AUTHORIZED UNDER SECTIONS 3 AND 4. Written notice of any meeting called for the purpose of taking any action authorized under either Section 3 or 4 of this Article V shall be sent to all Owners not less than fifteen (15) days in advance of such

meeting. At the first meeting so called, the presence at the meeting of Owners, or of proxies, entitled to cast sixty percent (60%) of all votes of the Class A and Class B membership 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 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATE. The annual assessments provided for herein shall commence as to all Lots on the first day of the next month following the conveyance of the first Lot to an Owner other than Declarant. The first annual assessment shall be made for (and adjusted on the basis of) the balance of the calendar year, and shall become due and payable as at the day fixed for commencement. The annual assessment for any year, after the first year, shall become due and payable on the first day of January of such year.

SECTION 8. DUTIES OF BOARD OF DIRECTORS. Subject to the limitations set forth in Section 3, 4, and 6 of this Article V, the Board shall fix the amount of the annual 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 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 9. EFFECT OF NON-PAYMENT OF ASSESSMENT: THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty days after the due date shall be deemed delinquent, and shall bear interest at the rate of ten percent (10%) per annum from the due date. The association may bring an action at law against the Owner personally obligated to pay such assessment, or foreclose the lien against the Lot, and there shall be added to the amount of such assessment the cost 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. No Owner may waive or otherwise escape liability for any assessment by non-use of the Common Areas or the abandonment of such Owner's Lot. Subject to the provisions of Section 10 of this Article V, sale or transfer of any Lot shall not affect the lien for any assessment regarding such Lot.

SECTION 10. 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 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.

ARTICLE V

Architectural Review

SECTION 1. ARCHITECTURAL REVIEW COMMITTEE. No Improvement shall be erected, placed, installed, constructed, reconstructed or maintained on any Lot, nor shall any exterior addition to, or change in, or alteration of the exterior appearance of any Improvement, or any change in landscaping, be made until plans and specifications showing the kind, size, shape, height, colors, materials, topography and location of each Improvement on the Lot shall have been submitted to and approved in writing by the Committee. The Committee shall, initially, be composed of three (3) Persons: one appointed by the Declarant, one by Multi Building Co. and the third by Singh Construction International, Inc. Multi Building and Singh Construction may assign their respective rights of appointment to the Committee to a successor builder who have purchased the unimproved lots en masse. The right to substitute on the Architectural Review Committee shall not apply to the sale of improved lots or the sale of single unimproved lotsto individual purchasers. Each member of the Committee shall serve until he or she resigns and is replaced by a subsequent appointee. At such time as all of the Lots shall have been sold to Owners other than Declarant, each sitting member of the Committee shall resign, and Declarant shall delegate and assign to the Association its power of appointment with regard to members of the Committee; provided that, Declarant may, at its sole discretion, make such delegation to the Association at an earlier time. Neither Declarant nor any member of the Committee shall have any liability whatsoever to any Person in connection with the approval or disapproval of any plans or specifications in regard to any Improvement. The decision by simple majority will be binding on the Committee.

SECTION 2. PRELIMINARY APPROVAL. Preliminary plans and specifications may be first submitted to the Committee for preliminary approval.

SECTION 3. FINAL APPROVAL. Plans and specifications for final approval by the Committee shall include the following:

- (a) a topographic survey and dimensioned plot plan of the Lot, showing existing and proposed grades, the location of all trees in excess of three (3) inches in diameter, and the location of all proposed Improvements on the Lot;
- (b) construction and architectural plans, sufficient in detail to secure a building permit in the City, including, without limitation, dimensioned floor plans, typical sections, and all elevations (front, both sides and rear) of the main dwelling structure and garage;
- (c) detailed elevations of all walls and gates;
- (d) specifications setting forth the type, quality, color, and texture of all materials to be employed in all Improvements, including a detailed finish schedule for all exterior materials, products and finishes with actual brick, stain and shingle samples;
- (e) a complete landscaping plan (including a plan for any proposed exterior lighting), together with a planting list;
- (f) a construction schedule; and
- (g) any other date, drawings or specifications which the Committee deems necessary to fulfill its function.

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SECTION 4. VARIANCE REQUIRED. No approval of the Committee shall be valid if any Improvement violates any restriction set forth in this Declaration, or any provision of the City's zoning ordinance, except in cases where an appropriate waiver or variance in regard to such Improvement has been granted by the City and/or Committee, as provided in this Declaration.

SECTION 5. APPROVAL AND DISAPPROVAL. The Committee may disapprove plans for any Improvement or alteration for non-compliance with any restriction contained in this Declaration, or because of dissatisfaction with the grading and drainage plans, the location of any Improvement on the Lot, the proposed materials, the proposed color scheme, the proposed finish, design, proportion, shape, height, style or appropriateness of the proposed Improvement or alteration, or because of any matter of thing, which, in the judgment and discretion of the Committee, would cause the proposed Improvement or alteration, or because of any matter or thing, which, in the judgment and discretion of the Committee, would cause the proposed Improvement or alteration to be inconsistent with the objectives of the Committee, or with improvements erected or to be erected on other Lots, including purely aesthetic consideration. No material change may be made in any approved plan or specification, including without limitation, any approved plan or specification, including without limitation, any approved exterior material, stain, color, or roof material, or in the approved landscaping plan, without the prior written consent of the Committee. One complete set of the approved plans and specifications in regard to each Lot, including any and all approved amendments thereto, shall be kept and retained by the Committee for its permanent file in connection with each Lot.

SECTION 6. FAILURE TO ACT. In the event the Committee shall have failed to approve or disapprove plans and specifications within thirty (30) days after the full, proper and complete submission thereof, the need for such approval by the Committee shall be deemed to have been waived, but all other restrictions, limitations and conditions set forth in this declaration shall apply and remain in full force and effect as to such plans and specifications.

SECTION 7. FORM OF APPROVAL. Committee approval shall be deemed given if the plans and specifications submitted for approval are marked or stamped as having been finally approved by the Committee, and are signed and dated by two (2) members of the Committee validly serving on the date of such approval.

SECTION 8. REVIEW FEE. The Committee may charge a review fee, not to exceed Two Hundred Fifty (\$250.00) Dollars, in connection with the review of plans and specifications for any Improvement or combination of Improvements on any Lot, or in regard to the substantial alteration of any Improvement. The fee may not be utilized for the purpose of paying any salary to any member of the Committee, but exclusively for the purpose of reimbursing the actual expenses of the Committee, including without limitation, the professional fees of independent consultants to the Committee. No fee will be charged from Multi Building Company and Singh Construction International for houses to be built from approved model plans.

ARTICLE VI

Restrictions upon Use

SECTION 1. PERMITTED USE. No lot shall be used except for single family residential purposes. Except as specifically permitted herein, no structure shall be erected, altered, reerected, placed, or permitted to remain on any Lot other than one single family residential dwelling (the "Dwelling"), not to exceed two (2) stories or 25 feet in height, and a private garage for not more than three (3) vehicles for the sole use of the Owner/Occupant of the Lot upon which such Dwelling shall have been erected, together with such other Improvements as the Committee shall have approved. Each garage shall be attached and architecturally related to the Dwelling to which such garage pertains, and shall be constructed at the time of, and in conjunction with, construction of such Dwelling. No garage shall provide space for less than two (2) vehicles. Carports are specifically prohibited. No part of any Dwelling or appurtenant structure shall be used for any activity normally conducted as a business requiring visits by customers and or suppliers. Except as specifically permitted herein, a pre-existing structure may not be moved onto any Lot.

SECTION 2. MINIMUM FLOOR AREA. The minimum livable floor area of the Dwelling shall be not less than one thousand five hundred (1,500) square feet in the case of a one story Dwelling, nor less than one thousand eight hundred (1,800) square feet in the case of a two story Dwelling, nor less than one thousand six hundred (1,600) square feet in the case of a one and one-half story Dwelling, in each case, measured from the exterior faces of the exterior walls. As used herein, the term "livable floor area" shall not be deemed to include basements (finished or unfinished) or unfinished attics, or garages, patios, decks, open porches, entrance porches, terraces, breezeways, or like areas, even if attached to the Dwelling, but such term shall be deemed to include enclosed porches if the roof of the porch is an integral part of the roof line of the Dwelling. Each Dwelling shall have a basement.

SECTION 3. ALTERATION OF LOT. No lot may be divided or reduced in size except by the taking of part thereof by a public agency for a public purpose. Whole Lots may be combined for use as one (1) building site.

SECTION 4. MINIMUM YARDS. Without a variance granted by the City, and approved by the Committee, no Dwelling or other structure shall be located on any Lot which are not in conformance with the set back requirements in the City zoning ordinances.

SECTION 5. EXTERIOR MATERIALS. The visible exterior walls of each Dwelling and appurtenant structure shall be constructed of brick, aluminum siding, vinyl siding, wood and/or stone in any combination. The first story exterior shall be all brick. Stucco, Texture 1-11 and/or ledge rock may also be used, so long as any of these materials alone, or in combinations, do not exceed twenty-five percent (25%) of the total of all visible exterior walls. The Committee may grant such exceptions to this restriction as the Committee shall deem desirable, subject to any applicable City ordinance regarding the use of certain exterior materials. Windows and doors shall not be considered visible exterior walls for purposes of this section. No unpainted (or non-factory painted) metal doors may be used in the exterior of any Dwelling or appurtenant structure. No used material, except reclaimed brick, may be used in the construction of any visible exterior wall. The use of exposed cement block, slag, cinder block, imitation brick, asphalt, or any type of commercial siding on any visible exterior wall is expressly prohibited.

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SECTION 6. SIMILAR ELEVATIONS. No substantially similar front elevation in style and color of any Dwelling shall be duplicated on any Lot less than one hundred twenty (120) feet away along the front Lot lines, unless approved by the Committee. Different colors and building material patterns shall be used for Dwellings on adjacent Lots to avoid the appearance of repetition.

SECTION 7. WALLS AND FENCES. No fence or wall of any type shall be permitted for the purpose of enclosing any Lot. Wrought iron fencing (but not fencing of the wire type commonly known as "Cyclone Fencing") may be used on any Lot for the purpose of enclosing a permitted swimming pool, in locations approved by the committee. The side yards and rear yard (but not the front yard) of any Lot may be enclosed by landscaping pursuant to a plan approved by the Committee, provided that the street side of a corner Lot shall be considered a second front yard for purposes of the foregoing limitations.

SECTION 8. SWIMMING POOLS. 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 9. ANIMALS. Except as hereinafter set forth, no animals or fowl shall be kept, bred or harbored on any Lot. Not more than two (2) domesticated animals, of a type commonly deemed to be household pets, may be kept on any Lot (but not kept or bred for commercial purposes), as long as each such pet shall have such care and restraint as not to be objectionable or offensive to others due to noise, odor, or unsanitary conditions. Any such pet shall be kept either on a leash, or in a run, pen, or kennel (in any event, a "pen), and shall not be allowed to run loose or unattended. No pen shall be erected, placed or permitted to remain on any Lot unless located within the rear yard of such Lot adjacent to a wall of the Dwelling or garage, and facing the rear or interior of the Lot, and such pen shall not be permitted to extend into either side yard. All pens shall be made of brick, wood, decorative block or approved fencing materials, or any combination thereof, and may not exceed one hundred (100) square feet in area of not more than four (4) feet in height. The exterior sides of a pen shall be landscaped with plantings to screen the view thereof from adjacent Lots, and such pen shall be kept and maintained in a clean and sanitary condition. The construction and landscaping plans for a pen are subject to approval by the Committee.

SECTION 10. TEMPORARY STRUCTURES. no structure of a temporary character, trailer, commercial vehicle, recreation vehicle, shack, garage, 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, provided that the plans for such swimming pool and bathhouse shall have been approved by the Committee and City; 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 11. STORAGE OF VEHICLES. No house trailer, commercial vehicle, 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 upon any Lot while making deliveries or pickups in the normal course of business, and (ii) one 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, or by the Person for whom such builder is constructing such Dwelling, and shall be removed from the Subdivision at such time as such builder shall have completed the construction of Dwellings within the Subdivision.

**SECTION 12. ANTENNAS.** No exterior radio, television, or other communications antenna of any type, including tower, dish or similar device may be erected, placed, or permitted to remain on any Lot, except that the Committee may, upon appropriate application with regard to any Lot, determine that the absence of an outside antenna will cause a substantial hardship, and upon such finding, may permit an outside antenna to be used in connection with such Lot under such conditions as the Committee shall deem reasonable. Dish 18 inches or smaller attached to the house is allowed.

**SECTION 13. UNSIGHTLY CONDITIONS.** No Lot shall be used as a dumping ground for rubbish, trash, garbage or other waste, and such material shall not be kept or stored on any Lot except in appropriately sealed sanitary containers properly concealed from public view. Garbage containers shall not be left at the roadside of any occupied Lot for more than twenty-four (24) hours during any one week. Any debris resulting from the destruction in whole or in part of any Dwelling, structure, or improvement on any Lot shall be removed from such Lot by the Owner thereof with all reasonable dispatch. Each Owner shall prevent such Owner's Lot, and any Dwelling, appurtenant structure or other Improvement thereon from becoming unsightly or unkempt, or from falling into a state of disrepair. No laundry shall be hung for drying on any Lot outside of the Dwelling on such Lot.

**SECTION 14. EASEMENTS AND OTHER CONDITIONS.** Easements for the construction, installation and maintenance of public utilities, for surface and road drainage facilities, and for sanitary sewer, storm sewer and water main facilities, are reserved as shown on the recorded Plat of the Subdivision, and/or as may otherwise appear of record, and as set forth herein. In addition, easements are hereby specifically reserved to the Declarant in, through, and across a strip of land twelve to twenty feet (12-20') in width along all rear and side Lot lines for the installation and maintenance of telephone, electric, and cable television lines and conduits, sanitary and storm sewers, water mains, and for surface drainage purposes, and for the use of any public utility service deemed necessary by the Declarant. The use of any such easement may be assigned by the Declarant, at any time, to any Person furnishing one or more of the foregoing services and/or facilities, and any such easement may be relinquished by the filing of record by the Declarant of an appropriate instrument of relinquishment. Within each of the foregoing easements, no structure, improvement, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and/or maintenance of such service facilities and utilities, or which may change, obstruct or retard the flow or direction of water in and through drainage channels in the easements, nor, without the written consent of the Committee, shall any change be made in the finished grade of any Lot once established upon completion of construction of the Dwelling on presentable condition continuously by the Owner, and the Owner of each Lot shall be liable for all damage to service facilities and utilities thereon, including, without limitation, damage to electric, telephone, natural gas and cable television distribution lines and facilities

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located therein. No shrubs or foliage shall be permitted or maintained on any Lot within five feet (5') of any utility company transformer enclosure or secondary connection pedestal.

SECTION 15. UNDERGROUND UTILITIES. All public utilities such as water mains, sanitary sewers, storm sewers, and electric, natural gas, cable television, and telephone local subdivision distribution lines, and all other connections to such facilities either private or otherwise, shall be installed underground; provided however, that(i) above ground transformers, pedestals, and other above ground electric, cable television, natural gas or telephone equipment deemed necessary by the supplier of any such utility service in connection with underground distributionsystems; (ii) open drainage channels; (iii) street lighting stanchions, shall be permitted. Each owner shall be responsible for the installation, maintenance, repair, and replacement of electrical, natural gas, telephone and cable television service conductors and facilities on such owner's lot, extending from the adjacent street right of way, or utility easement on such lot, to the dwelling. The lots may 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 the request of the City.

SECTION 16. WEAPONS. No Owner shall use or discharge, or permit or suffer any member of his family, or guest or invitee, to use or discharge within the Subdivision, including B-B gun, firearm, pellet gun, sling shot, archery equipment or other weapon.

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

SECTION 18. AIRCONDITIONERS. No external air conditioning unit shall be placed in or attached to a window or wall of any Dwelling or appurtenant structure. Compressor or other component of a central air conditioning system (or similar system, such as a heat pump) shall be so located on any Lot so as to minimized the negative impact thereof on any adjoining Lot, in terms of noise and appearance. In general, such equipment shall be located only in the rear yard, within five feet (5') of the rear wall of the Dwelling.

SECTION 19. DRIVEWAYS. All driveways and driveway approaches shall be paved with a concrete surface, and shall be completed prior to occupancy of the Dwelling to be served by such driveway, except to the extent delayed or prohibited by strikes or adverse weather conditions, in which event, such paving shall be completed within thirty (30) days after the termination of such strike or adverse weather conditions.

SECTION 20. SALES OFFICES. Anything in this Declaration to the contrary notwithstanding, Declarant and the successors and/or assigns of Declarant, and its or their agents, employees, and sales representatives may use and occupy any Lot or Dwelling in the Subdivision for model or

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display purposes and/or as a sales office in regard to the sale of Lots or Dwellings therein until all of the Lots and Dwellings to be built on the Lots shall have been sold.

SECTION 21. SIGNS. No sign of any kind shall be displayed to the public view on any Lot, except (i) one sign of not more than five (5) square feet (the top of which shall be not more than four (4) feet above the ground) advertising the Lot for sale; (ii) uniform street address signs, of the type and in a uniform location specified by the Declarant; and (iii) signs of any size used by Declarant or any builder in the Subdivision to advertise the Lots (and/or new Dwellings thereon) for sale, during the construction and sale period.

SECTION 22. LANDSCAPING. Each Lot must be landscaped in accordance with the approved landscaping plan for such Lot within one hundred twenty (120) days after closing of the Dwelling, weather conditions permitting, or within thirty (30) days after the end of such adverse weather conditions. After landscaping has been installed, the relevant Owner shall maintain such landscaping in good condition, consistent with the approved landscaping plan.

SECTION 23. WETLANDS. There shall be no construction, filling, excavating or other prohibited activity conducted in Common Areas, unless approved by the Committee and permission is granted for such activity from the proper governmental entity.

SECTION 24. PROHIBITED VEHICLES. No snowmobiles or other vehicles designed primarily for off-road use, shall be operated with the Subdivision.

SECTION 25. WELLS. No Owner shall dig, or attempt to dig, any well on any Lot.

SECTION 26. LEASES. No Owner or Occupant shall lease and/or sublet less than the whole of any Dwelling on any Lot.

ARTICLE VII

Maintenance of Storm Drainage

(1) The Declarant has entered into an agreement with the City to provide for the maintenance of the storm water system situated in the Subdivision, as established by the Plat ("Agreement for Maintenance of Storm Drainage facilities"). The Agreement for Maintenance of Storm Drainage Facilities is binding upon the Declarant and the Association and each Owner of any Lot. Notwithstanding any limitation on assessments to the contrary, the City shall have the right, but not the duty, pursuant to the Agreement for Maintenance of Storm Drainage Facilities, to assess the Owners of any Lot, including the Declarant or any Builder, for the costs of maintaining the storm water retention facilities upon the failure of the Declarant or any Builder, for the costs of maintaining the storm water system facilities upon the failure of the Declarant or the Association to maintain the same. Any charge imposed by the City on the Declarant for failure of the Association to maintain the storm water system facilities may be charged by the Declarant to the Association and shall be payable as an additional assessment by the Owners, including Builders.

In addition to the other methods of collection, the City shall have the right to place such assessment on the municipal tax rolls of the properties and the Lots and collect the same in the same manner as

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any property tax or assessment. The foregoing shall not be the exclusive right or remedy of the City and the rights and remedies provided to the City by statute, ordinance, agreement or other provisions of the Declaration shall be preserved.

(2) The Declarant has entered into an agreement with the City to provide for maintenance of landscaping in the Subdivision and in rights-of way within the Subdivision (the Agreement for Maintenance of Subdivision Landscaping"). The Agreement for Maintenance of Subdivision Landscaping is binding upon the Declarant and the Association and each Owner of any Lot. Notwithstanding any limitation on assessments to the contrary, the City shall have the right, but not the duty, pursuant to the Agreement for Maintenance of Subdivision Landscaping, to assess the Owners of any Lot, including the Declarant, or any Builder, for the cost of maintaining the landscaping and upon the Declarant or the Association to maintain the same. Any charge imposed by the City on the Declarant for failure of the Association to maintain the landscaping may be charged by the Declarant to the Association and shall be payable as additional assessment by the Owners, including Builders.

In addition to the other methods of collection, the City shall have the right to place such assessment on the municipal tax rolls of the properties and the Lots and collect the same in the manner as any property tax or assessment. The foregoing shall not be the exclusive right or remedy of the City and the rights and remedies provided to the City by statute, ordinance, agreement or other provisions of the Declaration shall be preserved.

(3) The Association shall maintain liability insurance in sufficient amounts for the purpose of protecting itself as well as the Owners, the Declarant, Builders, and the City from the burden of any liability resulting from accidents which may cause death or injury to anyone or damage or casualty to personal property while in the Common Areas or on any property under the jurisdiction or control of the Association. Any liability insurance shall name the Owners, the Declarant, Builders and the City as additional insureds. The City shall be insured in an amount which is acceptable to it. Proof of insurance shall be provided to the City on an annual basis.

(4) No amendment may be adopted without the consent of the Declarant at any time in which it owns one (1) or more Lots in the Subdivision. No provision of the Declaration which specifically applies to or grants rights to the City may be released, changed, modified or amended without the express written consent of the City. Any amendment must be recorded with the Wayne County Register of Deeds before the amendment becomes effective.

ARTICLE VIII

General Provisions

SECTION 1. ENFORCEMENT. The Association or any Owner shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity against any Person violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against any Lot to enforce the lien created by these covenants upon such Lot; 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.



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unless the prior consent of the City shall have first been obtained. This Declaration may be amended during the Primary Term by a recorded agreement and instrument of change signed by not less than eighty percent (80%) of the Owners; provided, that until July 1, 2002, Declarant 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.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as at the date first above set forth.

Signed in the presence of:

Ida N. Lillie  
IDA N. LILLIE

Labana Subdivision L.L.C.

Loretta J. Tallian  
LORETTA J. TALLIAN

Santokh s. Labana  
By: Santokh s. Labana, its Managing Member

STATE OF MICHIGAN) ss  
County of Wayne )

On this 5th day of October, 2000, before me personally appeared Mr. Santokh Singh Labana who stated under oath that he is the Managing Member of Labana Subdivision, L.L.C. a Michigan Limited Liability Company, and that he signed the foregoing declaration of covenants and restrictions for and on behalf of said company.

Loretta J. Tallian  
Notary Public

LORETTA J. TALLIAN  
Notary Public, Wayne County, MI  
My Commission Expires Oct. 14, 2000

Attachments: Exhibit A. Description of Subdivision

DRAFTed by ANJ  
When recorded return to:

Mr. Santokh S. Labana  
47286 North Pointe Drive  
Canton, MI 48187

**EXHIBIT A**

Land located in the City of Taylor, County of Wayne, State of Michigan, more particularly described as:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 7, T.3S., R. 10E.; THENCE ALONG THE SOUTH LINE OF SAID SECTION 7, SOUTH 86 DEGREES 57 MINUTES 45 SECONDS WEST, 60.09 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUING ALONG THE SAID SOUTH LINE OF SECTION 7, SOUTH 86 DEGREES 57 MINUTES 45 SECONDS WEST, 1242.18 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 20 SECONDS WEST, 1311.24 FEET; THENCE NORTH 86 DEGREES 39 MINUTES 37 SECONDS EAST, 705.77 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 43 SECONDS WEST, 450.84 FEET; THENCE NORTH 86 DEGREES 39 MINUTES 37 SECONDS EAST, 541.01 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF BEECH DALY ROAD (120 FEET WIDE); THENCE, ALONG SAID WEST RIGHT-OF-WAY OF BEECH DALY ROAD, SOUTH 00 DEGREES 09 MINUTES 43 SECONDS WEST, 867.22 FEET; TO THE POINT OF BEGINNING, CONSISTING OF 80 LOTS NUMBERED 1 THROUGH 80, BOTH INCLUSIVE AND THREE PRIVATE PARKS, AND CONTAINING 31.9089 ACRES.

NOW KNOW AS: LABANA WOODS SUBDIVISION, AS RECORDED IN LIBER 115, PAGES 96 THROUGH 103 WAYNE COUNTY RECORDS.

Parcel No. 020-99-0009-000