

AMENDED AND RESTATED DECLARATION OF EASEMENTS AND RESTRICTIONS FOR THE COUNTRY CREEK SUBDIVISIONS

This Amended and Restated Declaration of Easements and Restrictions for the Country Creek Subdivisions (the “Amended and Restated Declaration”) is made and executed this 15th day of May, 2017, by Country Creek Homeowners Association, a Michigan nonprofit corporation (the “Association”).

The Association declares that the original Declaration of Easements and Restrictions for the Country Creek Subdivision No. 1, recorded in Liber 14653, Pages 481 et seq., the original Declaration of Easements and Restrictions for the Country Creek Subdivision No. 2, recorded in Liber 15279, Pages 688 et seq., the original Declaration of Easements and Restrictions for the Country Creek Subdivision No. 3, recorded in Liber 18408, Pages 566 et seq., and the original Declaration of Easements and Restrictions for the Country Creek Woods, recorded in Liber 15866, Pages 601 et seq., Oakland County Records, are hereby superseded by the recording of this Amended and Restated Declaration, although all said property shall remain subject to that certain Declaration of Easements and Restrictions for Country Creek Planned Unit Development, dated December 22, 1992 and recorded in Liber 13217, Pages 653 et seq., Oakland County Records, as previously amended. Accordingly, the real property described in Article II below is and shall be held, transferred, sold, conveyed, occupied, encumbered, leased, rented, improved, or in any other manner utilized, subject to the covenants, conditions, restrictions, uses, limitations, affirmative obligations, easements, charges and liens set forth in this Amended and Restated Declaration, all of which shall be deemed to run with such real property and which shall be a burden and a benefit to the Association, its successors and assigns, and any persons acquiring or owning an interest in such real property, their grantees, successors, heirs, executors, administrators and assigns.

ARTICLE I DEFINITIONS AND INTERPRETATION

1.01 Definitions. Certain terms are utilized not only in this Amended and Restated Declaration, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and any Rules and Regulations of the Association, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment or transfer of interests in the Subdivisions (as defined below). Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

A. "Articles" or "Articles of Incorporation" means the Articles of Incorporation of the Association, as may be amended from time to time.

B. "Assessments" means the various forms of payment to the Association that are required to be made by Owners (defined below), including any interest, late fees, fines, costs and attorneys' fees incurred in collecting the same.

C. "Association" means Country Creek Homeowners Association, a Michigan nonprofit corporation of which all Owners are members, which corporation shall administer, operate and manage the Subdivisions and administer, operate, manage and maintain the Common Areas (defined below) located within the Subdivisions in accordance with all applicable laws and the Subdivision Documents (defined below). Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Subdivision Documents or Michigan law.

D. "Board" or "Board of Directors" means the Board of Directors of the Association, from time to time.

E. "Bylaws" means the Amended and Restated Bylaws of the Association attached as Exhibit A and made a part of this Amended and Restated Declaration, and as may be amended from time to time.

F. "Common Areas" mean those areas of land within the Subdivisions designated as being for the beneficial use and enjoyment of the Owners, including any facilities or other improvements located thereon, the same being considered to be owned by the Association on behalf of the Owners. As of the recording of this Amended and Restated Declaration, the Common Areas consist of those areas designated on Exhibit B attached hereto and made a part hereof. Title to the Common Areas is vested in the Association subject to the rights and easement of enjoyment in and to such Common Areas by the Owners.

G. "Conservation Areas" shall mean those areas of land within the Subdivisions encumbered by private easements for storm drainage and conservation of wetlands as delineated on the Plats.

H. "Declarant" refers to Eagle Creek Master Limited Partnership, its successors and assigns.

I. "Declaration" or "Amended and Restated Declaration" means this instrument and all exhibits attached hereto, as the same may be amended from time to time.

J. "Dwelling" or "Residence" shall mean and refer to any single family residence constructed on a Lot.

K. "Lot" means any Lot on the recorded Plats.

L. "Master Declaration" means the Declaration of Easements and

Restrictions for Country Creek Planned Unit Development, dated December 22, 1992 and recorded in Liber 13217, Pages 653 et seq., Oakland County Records, as amended from time to time, to which this Declaration and all Property subject hereto will be subject.

M. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot subject to this Amended and Restated Declaration. Both land contract vendees and vendors shall be considered Owners, and shall be jointly and severally liable for all obligations and responsibilities of Owners under this Amended and Restated Declaration. Lessees are not considered Owners. Lessors are the Owners and are responsible for any and all actions of their tenants and guests.

N. "Plats" mean one or more of the Plats attached as Exhibit C and made a part hereof, which individually and collectively cover the Property, as recorded in Oakland County Records.

O. "Property" means the property described in Exhibit C, together with the improvements and additions thereto.

P. "Subdivisions" means all subdivisions listed in Exhibit C and covered by the Plats.

Q. "Subdivision Documents" means and includes the Master Declaration, this Amended and Restated Declaration, the Bylaws, the Plats, the Articles of Incorporation and any Rules and Regulations of the Association.

1.02 Interpretation. The Board shall interpret the provisions of this Amended and Restated Declaration as well as those of the Articles of Incorporation, Bylaws and any Rules and Regulations of the Association. Any such interpretation of the Board that is rendered in good faith shall be final, binding and conclusive if the Board receives a written opinion of the Association's legal counsel, or the counsel having drafted this Amended and Restated Declaration or other applicable documents, that the interpretation is not unreasonable, which opinion may be rendered before or after the interpretation is adopted by the Board. Notwithstanding any rule of law to the contrary, the provisions of this Amended and Restated Declaration, the Articles of Incorporation, the Bylaws and any Rules and Regulations of the Association shall be liberally construed so as to effectuate the purposes expressed herein with respect to the efficient operation of the Association and the Property, the preservation of the values of the Lots and Dwellings and the protection of Association's rights, benefits and privileges contemplated herein; all subject however to the terms of the Master Declaration which shall be deemed supplemented by the provisions hereof..

ARTICLE II PROPERTY SUBJECT TO THIS AMENDED AND RESTATED DECLARATION

2.01 Legal Description. The Property that is and shall be held, transferred, sold, conveyed and occupied subject to this Amended and Restated Declaration is located in the of Oakland Township, Oakland County, Michigan, and is legally described in Exhibit C.

2.02 Covenants Running with the Land. All Owners, by acceptance of a deed to or other conveyance of their Lots, shall be deemed to have automatically consented to the terms, rights and obligations set forth in this Amended and Restated Declaration, the Articles of Incorporation, the Bylaws, the Master Declaration and any Rules and Regulations of the Association and the terms hereof shall be considered covenants running with the land comprising the Property.

2.03 Title to Common Areas. Title to the Common Areas is vested in the Association subject to each Owner's easement of enjoyment in and to such Common Areas. Such easement of enjoyment shall not be personal, but shall be appurtenant to the Lots and shall pass with the title to the Lots whether or not specifically set forth in the deeds or instruments conveying the Lots.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

3.01 Membership. Every person or entity who is a record Owner of a fee interest in any Lot shall be a mandatory member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Notwithstanding anything to the contrary herein, any person or entity who holds such interest merely as security for the performance of an obligation shall not be a member of the Association.

3.02 Voting Rights. The voting rights of Owners are as provided herein and in the Bylaws and Articles of Incorporation. Each Owner shall be entitled to one vote for each Lot owned, provided that such Owner is in "good standing." As used in this Amended and Restated Declaration and in the Subdivision Documents, "good standing" shall mean that the Owner is not in default in the payment of any Assessment or is not otherwise in default in any of the terms, restrictions, covenants or conditions contained in the Subdivision Documents. In the case of any Lot owned jointly by more than one Owner, the voting rights appurtenant to that Lot may be exercised only jointly as a single vote. When an entity or more than one person holds an ownership interest in a Lot, such Owners shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Owners. All Owners must sign and date such notice, which shall state the name and address of the individual representative designated, the number of the Lots owned by the Owners, and the name and address of each person, firm, corporation, limited liability company, partnership, association, trust or other entity who are the Owners. The Owners may change the designated representative at any time by filing a new notice in the manner provided herein. The Owners shall determine how they exercise their vote for such Lot, but in no event shall the Owners cast more than one vote with respect to any one Lot. Except as otherwise set forth herein or in the other Subdivision Documents, when reference is made to a majority or specific percentage of Owners, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Owners in good standing. The time having passed for the existence of two classes of membership as originally provided in the Master Declaration, there shall only be one class of members of the Association.

3.03 Governing Documents. The Association shall be organized, governed and operated in accordance with its Articles of Incorporation, Bylaws and any Association Rules and

Regulations, all of which shall be consistent with the provisions and purposes of this Amended and Restated Declaration and the Master Declaration.

3.04 Directors. The Association's Board of Directors is exclusively vested with the right to manage the affairs of the Association.

ARTICLE IV COMMON AREAS AND EASEMENTS

4.01 Owners' Easements. Each Owner, and each Owner's occupants, lessees, guests and invitees, shall have a non-exclusive and perpetual easement over and upon the Common Areas for the intended use and enjoyment thereof in common with all other Owners and their respective occupants, lessees, guests and invitees, subject to the provisions of the Master Declaration, this Amended and Restated Declaration and the Subdivision Documents including, without limitation, the following:

A. The right and duty of the Association to levy Assessments against each Lot for the purposes set forth in Article V and for the operation of the Subdivisions, Common Areas within the Subdivisions and the Association in compliance with the provisions of the Master Declaration, this Amended and Restated Declaration and the other Subdivision Documents;

B. The right of the Association to suspend each Owner's right to use the Common Areas for any period during which such Owner is not in good standing;

C. The right of the Association to adopt at any time and enforce Rules and Regulations governing the use of the Common Areas for which it is responsible, the rights and responsibilities of the Owners and the Association with respect to the Subdivisions or the manner of operation of the Association or the Subdivisions;

D. The right of the Association to have, grant and use general and specific easements over, under and through the Common Areas for which it is responsible; and

E. The right of the Association, authorized by a two-thirds (2/3^{rds}) affirmative vote of all Owners in good standing, to dedicate or convey portions of the Common Areas for which it is responsible to any public or quasi-public agency, authority or utility under such terms as the Association deems appropriate, and to which such dedication or contract all Owners by the acceptance of the deeds to their Lots shall be deemed to have consented.

4.02 Use and Maintenance of the Common Areas. The Common Areas may be used for all uses permitted by the Master Declaration or this Declaration.

4.03 Country Creek County Drain. A perpetual and permanent easement has been granted in favor of the Oakland County Drain Commissioner, the County of Oakland and the Country Creek Drainage District (collectively referred to as "Grantee") and Grantees' successors, assigns and transferees in, over, under and through each of the areas denoted "permanent easement for storm drain" on the Plats, as amended, which easement may not be

amended or revoked except with the written approval of Grantee. The easement conveyed grants the following rights:

A. The easement for the Country Creek County Drain 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 Grantee shall have the right to sell, assign, transfer or convey this easements to any other governmental unit;

C. No Owner in the Subdivisions shall build or convey to others any permission to build any permanent structures on the said easement;

D. No Owner in the Subdivisions shall build or place on the areas covered by the easement any other type of structure, fixture or object or engage in any activity or take any action, or convey any property interest or right that would in any way either actually or threatened to impair, obstruct or adversely affect the rights of Grantee under the said easement;

E. Grantee and its agents, contractors and designated representatives shall have a right of entry on, and gain access to the easement property; and

F. All Owners in the Subdivisions release Grantee and its successors, assigns or transferees from any and all claims for damages in any way arising from or incident to the construction and maintenance of a drain or sewer 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.

The rights granted to the County of Oakland, the Oakland County Drain Commissioner and the Country Creek Drainage District under this Section may not be amended without the express written consent of Grantee. Any purported amendments or modification of the rights granted under this Section shall be void and without legal effect unless agreed to in writing by Grantee, its successors or assigns.

4.04 Conservation Areas and Wetlands. Declarant dedicates and declares for the benefit of the Owners, their successors and assigns a permanent easement for conservation or wetlands in each area denoted “permanent private easement for conservation of wetlands” on the Plats. All areas reserved for the conservation of wetlands shall be maintained and preserved in substantially their natural state. There shall be no change in grade, no change in vegetation, no filling or dredging, and no excavation in conservation areas for wetlands without first obtaining all applicable wetland permits from the Michigan Department of Natural Resources and the explicitly written authorization of the Country Creek Homeowners Association. Country Creek Homeowners Association shall have the right to enter each area subject to an easement for conservation of wetlands to preserve and maintain the Easement area. All areas reserved for the conservation of wetlands shall be maintained in accordance with all applicable laws and regulations. Notwithstanding any other provision of this Declaration, Grantor reserves the right

to grant easements within the conservation areas for the installation, repair and maintenance of water mains, sewers, drainage courses and other public utilities, subject to the approval of Oakland Township, not to be unreasonably delayed or withheld, provided that such utilities shall be installed in such a manner as to minimize damage to the natural features of conservation areas, and shall be installed subject to all lawful conditions imposed.

4.05 Park Areas. This Declaration is intended to supplement the Declaration of Easements and Restrictions for Country Creek Planned Unit Development recorded December 29, 1992 at Liber 13217, Page 653, Oakland County Records (the "Master Declaration"). By way of illustration and not of limitation, the Park Areas are all hereby dedicated as Common Areas as defined in the Master Declaration, and the easements for conservation of wetlands shown on the Plats are "Wetlands and Water Courses" as defined in the Master Declaration. All such Park Areas and easements for conservation of wetlands shall be subject to the provisions of the Master Declaration, as applicable. No provision of this Declaration is intended to limit or impair the easements, declarations, covenants and restrictions of the Master Declaration.

That part of Country Creek Park West described in the attached Exhibit D shall be used solely for recreation purposes, such as hiking, bicycling, nature study and similar pursuits in keeping with the nature of the area, and no structures or utilities (including, without limitation, sanitary sewer lines, storm sewer lines, water lines, gas lines, electric lines, telephone lines, cable television lines or other utilities) shall be installed at, within or above the real estate described on the attached Exhibit D.

4.06 Storm Water Easements. Declarant reserved a perpetual and permanent easement to drain storm water from the real estate described in Exhibit E attached onto all storm water retention facilities which now exist or may hereafter be constructed upon Country Creek Park North. This easement is expressly for the benefit of Declarant, all future owners of any lot in any subdivision constructed upon the property described in Exhibit B, the County of Oakland, the Oakland County Drain Commissioner and the Country Creek Drainage District. The rights granted to the County of Oakland, the Oakland County Drain Commissioner and/or the Country Creek Drainage District, their successors and assigns under this Section may not be amended or withdrawn without the express written consent of the County of Oakland, the Oakland County Drain Commissioner and/or the Country Creek Drainage District, as applicable. Any reported amendment or modification of the rights granted under this Section shall be void and without legal effect unless agreed to in writing by the County of Oakland, the Oakland County Drain Commissioner or the Country Creek Drainage District, as applicable.

Declarant also reserved a perpetual and permanent easement to drain storm water from the real estate comprising Country Creek Subdivision No. 2 onto all storm water retention facilities which now exist or may hereafter be constructed upon Deer Park, Deer Park South and the easement for storm drain between Lots 124 and 125, 125 and 126 and 126 and 127, as amended. This easement is expressly for the benefit of Declarant, all owners of any lot in Country Creek Subdivision No. 2, the County of Oakland, the Oakland County Drain Commissioner and the Country Creek Drainage District No. 2. The rights granted to the County of Oakland, the Oakland County Drain Commissioner and/or the Country Creek Drainage District No. 2, their successors and assigns under this Section may not be amended or withdrawn

without the express written consent of the County of Oakland, the Oakland County Drain Commissioner and/or the Country Creek Drainage District No. 2, as applicable. Any reported amendment or modification of the rights granted under this Section shall be void and without legal effect unless agreed to in writing by the County of Oakland, the Oakland County Drain Commissioner or the Country Creek Drainage District No. 2, as applicable.

4.07 Other Easements Affecting the Subdivisions. Declarant declared ten (10') foot wide private easements for public utilities within the areas shown as public utility easements on the Plat, twelve (12') foot wide private easements for water mains as shown on the Plats; four (4') foot wide, five (5') foot wide, ten (10') foot wide, fifteen (15') foot wide and twenty (20') foot wide private easements for sanitary sewer as shown on the Plats; and private easements for storm drainage as shown on the Plat. The use of all or part of such easements may at any time or times hereafter be granted or assigned by Declarant, the Association or its successors or assigns to any persons, firm, corporation, governmental unit or agency which furnishes all or any of such utilities. This easement for public utilities shall include the right on, over and under the ground within the easement to erect, maintain and use electric, telephone and television poles, wires, cables, conduits, water mains and other suitable equipment for the conveyance and use of electricity, telephone, television, gas, sewer, water or other public conveniences or utilities in, on or over the ten (10') foot wide private easement for public utilities as shown on the Plats. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any grading of the soil or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensees of Declarant, but this reservation shall not be considered an obligation of Declarant to provide or maintain any such utility or service. No buildings may be constructed or maintained over or on any of the easements described in this Section; provided, however, that after the aforementioned utilities have been installed, plating, fencing (where permitted) or other Lot improvements (excluding buildings and other permanent structures) shall be allowed, so long as they do not violate the provisions of this Declaration and do not interfere with, obstruct, hinder or impair the drainage plan of the Subdivision, and so long as access be granted, without charge or liability for damages, for the installation, maintenance, repair, replacement, modification and/or removal of the utilities and/or additional facilities installed within the easement for public utilities.

4.08 Association Easement to Enforce Maintenance Standards. The Association shall have such easements over, under, across and through all Lots (but not the interior of Residences constructed thereon) as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which it or the Lot Owners are required or permitted to perform under this Declaration or by law, or to respond to any emergency or common need of the Association. It is a matter of concern that an Owner may fail to properly maintain his Lot, including the exterior of any Residence constructed thereon, in a proper manner and in accordance with the standards set forth in this Declaration and any Rules and Regulations promulgated by the Association. Therefore, in the event an Owner fails, as required by this Declaration or any Rules and Regulations of the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep his Lot, including the exterior of any Residence constructed thereon, the Association shall have the right, and all necessary easements in furtherance thereof, (but not the obligation) to take whatever action or actions it deems

desirable to so maintain, decorate, repair or replace the item in question, all at the expense of the Owner of the Lot. The Association shall not be liable to the Owner of any Lot or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section or any other provision of the Declaration which grant such easements, rights of entry or other means of access. Failure of the Association to take any such action shall not be deemed a waiver of the Association's right to take any such action at a future time. All costs incurred by the Association in performing any responsibilities which are required, in the first instance to be borne by any Owner, shall be assessed against such Owner and shall be due and payable within 30 days of invoicing, in accordance with Article V hereof and the provisions for assessment contained in the Master Declaration; further, the lien for non-payment shall attach as in all cases of assessments, and such assessments may be enforced by the use of all means available to the Association under this Declaration, the Master Declaration and by law for the collection of assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

4.09 Easements Appurtenant. The easements provided in this Article shall be appurtenant to and shall pass with the title to each Lot, but shall not be deemed to grant or convey any ownership interest in any Common Areas subject thereto.

4.10 Right to Grant Easements. The Board of Directors shall have the right, without the need to obtain consent of any Owner, to grant easements through the Common Areas for the purpose of causing the installation of any utility lines, television, cable, drainage facilities or any other improvements or utilities which would serve the residents of the Subdivisions.

4.11 Public Easements. Fire, police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas in the performance of their respective duties.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

5.01 Creation of the Lien and Personal Obligation for Assessments. Each Owner, by acceptance of a deed or land contract vendee's interest to their Lot or other conveyance thereof, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association all general, additional and special Assessments for the operation of the Association, maintenance of the Subdivisions and the Common Areas as set forth in the Subdivision Documents, and for the payment of such other expenses allocated or assessed to or through the Association. All such Assessments, together with interest, late fees, fines, costs, attorneys' fees incurred in the collection of such Assessments (including attorneys' fees and costs incurred incidental to any bankruptcy proceedings filed by any delinquent Owner or probate or estate matters, including monitoring any payments made by the bankruptcy trustee or the probate court or estate to pay any delinquency, or attorneys' fees and costs incurred incidental to any State or Federal Court proceeding filed by an Owner) and advances for taxes or other liens or costs paid by the Association to protect its rights shall be a charge on the Owner's Lot and shall be a continuing lien upon the Lot against which each such Assessment is made. Such Assessments shall also be the personal obligation of the person who is the Owner of such Lot at the time the Assessment fell due and, except as provided in Section 5.09 below, and all

subsequent Owners until paid, and shall accrue to the benefit of the Association.

5.02 Purpose of General Assessments. Except as otherwise provided herein or in the Master Declaration, the Association may use the assessments levied under this Article V for the purpose of: (i) promoting the recreation, health, welfare and safety of the residents of the Subdivisions, including the holding of social events; (ii) improving, landscaping and maintaining the Common Areas and any improvements located thereon; (iii) providing services and facilities for the benefit of residents of the Subdivisions, including community wide refuse services as an Association expense; (iv) maintaining, beautifying and improving the streets, walkways, rights-of-way, entrance ways and other common improvements within the Subdivisions, even if dedicated to the public (road maintenance will be limited to snow and ice removal and necessary patching); (v) enforcing the Subdivision Documents; and (vii) discharging any taxes, insurance premiums and mortgage installments relating to the Common Areas and any improvements thereon.

5.03 Rates of Assessments; General Assessment. All general, additional and special assessments shall be made against each Lot equally. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year that may be required for the proper operation, management and maintenance of the Subdivisions, the Common Areas and the Association, including a reasonable allowance for contingencies and reserves. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Owner and the assessment for the year shall be established based upon said budget, although the failure to deliver a copy of the budget to each Owner shall not affect or in any way diminish the liability of any Owner for any existing or future assessments.

5.04 Additional Assessments. The Board of Directors shall have the authority to increase the general assessment or to levy such additional assessments as it shall deem to be necessary in its sole discretion, provided that the same shall be required for only the following: (i) to meet deficits incurred or anticipated because current assessments are insufficient to pay the costs of operation and maintenance as provided in Section 5.02; (ii) to provide replacements of existing Common Areas; (iii) to provide additions to the Common Areas at a total annual cost not exceeding five percent (5%) of the Association's annual operating budget; or (iv) for any emergencies.

5.05 Special Assessments. Special assessments, in addition to those described in Sections 5.03 and 5.04 above, may be made by the Board of Directors from time to time if approved by the Owners as provided herein, to meet other requirements of the Association, including, but not limited to: (i) providing additions to the Common Areas at a total cost exceeding five percent (5%) of the Association's annual operating budget; (ii) assessments to purchase a Lot upon foreclosure of the lien for assessments described herein; or (iii) assessments for any other appropriate purpose not elsewhere described. Special assessments as provided for by this subsection shall not be levied without the prior approval of a majority of the Owners in good standing.

5.06 Date of Commencement of Annual Assessments; Due Dates; Exemptions. The general annual assessment provided for in this Article shall be imposed for the year beginning April 1 and ending March 31. The regular annual assessments shall be payable in annual or such other installments as determined by the Board of Directors, commencing with acceptance of a deed to or a land contract vendee's interest in a Lot, or with the acquisition of fee simple title to a Lot by any other means. The Board of Directors shall fix the due date of the general and any additional or special assessment by resolution. All Common Areas and all other property exempt from State and/or local taxation and dedicated for public use shall be exempt from assessments hereunder.

5.07 Effect of Non-Payment of Assessment; Remedies of the Association. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment, which shall be the first (1st) day of each fiscal year or such other date as may be established from time to time by the Board of Directors for any assessment. Assessments in default shall bear interest at the highest rate allowed by law until paid in full. In addition, all assessments, or installments thereof, which remain unpaid as of thirty (30) days after the due date (based on the postmark date) shall incur a uniform late charge of one and one half percent (1.5%) of the assessment not paid, but in no event less than \$25.00 per month for each month not paid, to compensate the Association for administrative costs incurred as a result of the delinquency. All returned check fees will be charged to the Owner in the amount of not less than \$35.00. The Association has the right to charge a separate late fee on the uncollectable check amount. The Board of Directors may revise the uniform late charges, and may levy additional late fees for special and additional assessments, without the necessity of amending this Amended and Restated Declaration. The Association may also accelerate any unpaid installments for the fiscal year remaining unpaid and those of any subsequent fiscal year into which the delinquency continues, which shall become immediately due and payable in full. The Association may bring an action at law against the Owners personally obligated to pay the same, may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the Lot on which the Assessments are unpaid, may foreclose the lien against the Lot on which the assessments are unpaid, or may pursue one or more of such remedies at the same time or successively. In addition to the rights of collection of assessments stated in this Section, any and all persons acquiring title to or an interest in a Lot as to which the assessment is delinquent, including without limitation persons acquiring title by operation of law and by judicial sales, shall not be entitled to occupancy of such Lot or the enjoyment of the Common Areas until such time as all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid; provided, however, that the provisions of this sentence shall not be applicable to mortgagees. In addition to other remedies, the voting rights of any Owner as a member of the Association whose assessments or charges of any kind are past due shall be suspended, as will the Owner's rights to run for or serve as an officer or director of the Association. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including attorney's fees; second, to any interest charges, fines and late fees on such installments; and third, to installments in default in order of their due dates. An Owner selling a Lot shall not be entitled to any refund whatsoever from the Association with respect to any reserve account or other asset of the Association.

The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligation of the Association and other parties to such actions. Further, each Owner and every other person who from time to time has any interest in the Property, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Lot and improvements thereon with respect to which assessments are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Owner acknowledges that at the time of acquiring title to such Lot, they were notified of the provisions of this Section and that they voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Lot. The Association shall have such other remedies for collection and enforcement of assessments as may be permitted by applicable law. All remedies are intended to be, and shall be, cumulative.

5.08 Waiver of Use or Abandonment of Lot. No Owner may waive or otherwise escape liability for assessments by non-use (whether voluntary or involuntary) of the Common Areas, abandonment of the right to use the Common Areas, or abandonment of their Lot.

5.09 Subordination of the Lien. Except for claims evidenced by a lien recorded prior to the recordation of a first mortgage, the lien of the assessments provided for in this Article shall be subordinate to the lien of any first mortgage; provided, however, that any such mortgage lender when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgage lender acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgage lender, shall hold title subject to the liability and lien of any assessment, or part thereof, attributable to the period commencing on the date of the foreclosure sale (or conveyance in lieu of foreclosure).

5.10 Expenses of Collection. All expenses incurred in collecting unpaid Assessments, including interests, fines, costs, actual attorneys' fees (not limited to statutory fees and including attorneys' fees and costs incurred incidental to any bankruptcy proceedings filed by the delinquent Owner or probate or estate matters, including monitoring any payments made by the bankruptcy trustee or the probate court or estate to pay any delinquency, or attorneys' fees and costs incurred incidental to any State or Federal Court proceeding filed by the Owner) and advances for taxes or other liens or costs paid by the Association to protect its lien, shall be chargeable to the Owner in default and shall be secured by the lien on their Lot.

5.11 Certificate with Respect to Assessments. Upon the written request of any Owner, the Association shall furnish, within five (5) business days, a written certificate regarding the status of any assessments or other charges levied against the Owner's Lot. Any such certificate, when properly issued by the Association, shall be conclusive and binding with regard to the status of the assessments as between the Association and any bona fide purchaser of the Lot described in the certificate and the lender who has taken a lien on the Lot as security for the repayment of a loan.

ARTICLE VI
SINGLE FAMILY RESIDENTIAL BUILDING AND USE RESTRICTIONS

6.01 Master Declaration. The restrictions contained in this Article VI shall be in addition to the architectural restrictions contained in the Master Declaration. The Master Declaration shall be construed, insofar as possible, to be compatible with this Declaration. In the event of any conflict, the terms of this Declaration shall control. Nothing in this Article VI shall relieve an Owner from complying with the Ordinances of the Township.

6.02 Use of Lots. All Lots shall only be used for single-family residential purposes (as defined by Ordinances) only and no building shall be erected, re-erected, placed or maintained or permitted to remain on any Lot except one (1) single family private Dwelling and its appurtenant buildings as more fully set forth herein. No Owner shall carry on any business enterprise or commercial activity within the Subdivisions or upon their Lot, specifically including for profit day care, adult foster care, nursing facilities, transitional housing and similar enterprises, except that Owners shall be allowed to have home offices in their Dwellings, provided the same (i) do not involve additional pedestrian or vehicular traffic by customers, users or beneficiaries of the services being performed and/or congestion within the Subdivisions, (ii) do not utilize or involve the presence of any employees upon their Lots other than the Owners or occupants, (iii) do not unreasonably disturb other Owners, (iv) do not involve additional expense to the Association, (v) do not violate any other provision or restriction contained in this Amended and Restated Declaration, (vi) do not involve the storage of bulk goods for resale, and (vii) do not constitute a violation of any municipal ordinances or regulations. 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.

6.03 Character and Size of Buildings. It is the intention and purpose of this Amended and Restated Declaration to ensure that all Dwellings are of a quality, design, workmanship and materials that the Association has approved. All Dwellings shall be constructed in accordance with the applicable governmental building codes, ordinances and regulations and with such further standards as set forth in this Amended and Restated Declaration. The Architectural Control provisions of the Master Declaration shall apply, however, all such rights will be exercised by the Association. Subject to specific restrictions related to specific Subdivisions as set forth below, no Dwelling shall to exceed two and on-half (2.5) stories in height and all Dwellings shall have an attached private side entry garage for the sole use of the Owner or occupants of the Dwelling. No building shall exceed thirty-five (35) feet in height from ground level, measured from the lowest ground level adjacent to the home to the peak of the highest roof. The minimum square footage of floor area of a Dwelling, exclusive of basements, unfinished attics, attached garages, steps, opened and/or closed porches (except if the roofline of an enclosed porch forms an integral part of the roofline of the main Dwelling), and similar facilities, is:

A. Country Creek Subdivision No. 1. A minimum of one thousand nine hundred (1,900) square feet for a one story ranch; for multiple stories, the entry level shall

contain a minimum of one thousand two hundred fifty (1,250) square feet and the entire Dwelling shall contain a minimum of two thousand five hundred (2,500) square feet.

B. Country Creek Subdivision No. 2. A minimum of one thousand nine hundred (1,900) square feet for a one story ranch; for multiple stories, the entry level shall contain a minimum of one thousand two hundred fifty (1,250) square feet and the entire Dwelling shall contain a minimum of two thousand five hundred (2,500) square feet.

C. Country Creek Subdivision No. 3. A minimum of one thousand seven hundred (1,700) square feet for a one story ranch; for multiple stories, the entry level shall contain a minimum of one thousand two hundred fifty (1,250) square feet and the entire Dwelling shall contain a minimum of two thousand four hundred (2,400) square feet.

D. Woods of Country Creek Subdivision. A minimum of two thousand five hundred (2,400) square feet for a one story ranch; for multiple stories, the entry level shall contain a minimum of one thousand eight hundred (1,800) square feet and the entire Dwelling shall contain a minimum of three thousand (3,000) square feet.

6.04 Building Location and Lot Size. The location of all buildings and structures on each Lot shall be in accordance with Township Ordinances. The minimum size of each Lot shall be the Lot size as established on the applicable Plat. In the event more than one Lot, or part of a Lot, is developed as a single Lot (and except as to the obligation of each Owner for any assessments made against each separate Lot), all restrictions set forth in this Amended and Restated Declaration shall apply to such resulting Lot in the same manner as to any single Lot. The following minimum Lot width requirements shall apply:

A. Country Creek Subdivision No. 1. The minimum dwelling width shall be forty-six (46) feet, including attached garage. If grade, soil or other physical conditions pertaining to the Lot render such work impractical or undesirable in the Association's judgment, The Association may (but is not obligated to) permit the construction of a dwelling having a width of less than forty-six (46) feet. In the event a dwelling fronts on two streets, the side on which the main entrance is located must be a minimum of forty-six (46) feet wide.

B. Country Creek Subdivision No. 2. The minimum dwelling width shall be forty-six (46) feet, including attached garage. If grade, soil or other physical conditions pertaining to the Lot render such work impractical or undesirable in the Association's judgment, The Association may (but is not obligated to) permit the construction of a dwelling having a width of less than forty-six (46) feet. In the event a dwelling fronts on two streets, the side on which the main entrance is located must be a minimum of forty-six (46) feet wide.

C. Country Creek Subdivision No. 3. The minimum dwelling width shall be forty-five (45) feet, including attached garage. If grade, soil or other physical conditions pertaining to the Lot render such work impractical or undesirable in the Association's judgment, The Association may (but is not obligated to) permit the construction of a dwelling having a width of less than forty-five (45) feet. In the event a dwelling fronts on two streets, the side on which the main entrance is located must be a minimum of forty-five (45) feet wide.

D. Woods of Country Creek Subdivision. The minimum dwelling width shall be sixty (60) feet, including attached garage. If grade, soil or other physical conditions pertaining to the Lot render such work impractical or undesirable in the Association's judgment, The Association may (but is not obligated to) permit the construction of a dwelling having a width of less than sixty (60) feet. In the event a dwelling fronts on two streets, the side on which the main entrance is located must be a minimum of sixty (60) feet wide.

6.05 Trees. No trees measuring six (6) inches or more in diameter at ground level may be removed without the written approval of Association. Prior to commencement of construction, Owner shall submit to Association, for its written approval, a plan for the preservation of trees in connection with the construction process. It shall be the responsibility of each Owner to maintain and preserve all trees measuring six (6) inches or more in diameter at ground level on their Lot, which responsibility includes welling trees if necessary. In the event of any cutting of trees in violation of this Section, the Owner may, in addition to any other remedy permitted herein or under statutory or common law, be required to replace improperly cut or removed trees with healthy native trees and in locations, all as acceptable to Association, having an aggregate diameter at ground level equal to the aggregate diameter of all trees which were improperly cut or removed.

6.06 Basketball Backboards. Owners shall obtain the Association's written approval as to the type, style and location of all basketball backboards. To be approved, basketball backboards must be located as unobtrusively as possible rearward of the front elevation of the dwelling and may not be visible from the street. Owners must mount all backboards on poles that are black in color. Backboards must be made of clear, uncolored lucite without graphics. The Association may, in its discretion, require landscaping to screen the view of the basketball backboard or relating playing surface from the roadway or adjacent Lots.

6.07 Lawn Ornaments. Owners shall obtain the Association's written approval before erecting any lawn ornament upon any Lot. Any application for Association's consent shall be accompanied by detailed drawings showing the size, appearance and finish of the proposed lawn ornament as well as the proposed location of the lawn ornament on the Lot.

6.08 Other Building Restrictions Applicable to Country Creek Subdivision No. 1. The following architectural restrictions shall apply to the Country Creek Subdivision No. 1:

A. No residential dwelling within Country Creek Subdivision No. 1 shall have its main entrance facing Country Creek Drive.

B. No two adjacent residential dwellings within Country Creek Subdivision No. 1 visible from Silver Bell Road shall have elevations which are visible from Silver Bell Road that are the same or substantially the same.

C. All driveways shall be paved with concrete or pavers.

6.09 Other Building Restrictions Applicable to Country Creek Subdivision No. 2.

The following architectural restriction shall apply to the Country Creek Subdivision No. 2: all driveways shall be paved with concrete or pavers.

6.10 Other Building Restrictions Applicable to Country Creek Subdivision No. 3.

The following architectural restrictions shall apply to the Country Creek Subdivision No. 3:

A. No residential dwelling within the Subdivision shall have its main entrance facing Country Crossing Road.

B. The exterior of the front of all buildings must be primarily brick or stone (but no yellow or white brick shall be allowed). No aluminum siding or metal windows may be used in any dwelling, building or other structure.

C. All driveways shall be paved with concrete or pavers.

6.11 Other Building Restrictions Applicable to the Woods of Country Creek Subdivision. The following architectural restrictions shall apply to the Woods of Country Creek Subdivision:

A. Any garage erected within the Subdivision shall be a side entrance, three car garage for the sole use of the Owner or occupant of the Lot. No front entrance garages shall be erected or maintained, and all garages shall be attached. Association shall have the sole and exclusive authority to determine what constitutes a front entrance garage. In the event that a dwelling fronts on two streets, the garage doors may not front on either street.

B. The exterior of the front of all buildings must be primarily brick or stone (but no yellow or white brick shall be allowed). The sides and rear of each dwelling shall be brick to the bottom of the second floor. No aluminum or vinyl siding or metal windows may be used in any dwelling, building or other structure.

C. All driveways shall be paved with asphalt at the date of occupancy or, if occupancy occurs at a time when the local asphalt plants are closed, any asphalt driveway shall be completed in within 30 days of the first date the local asphalt plant opens. Owners may utilize pavers to accent their asphalt driveways but only upon the Association's prior written approval.

D. All chimneys intended for live fires shall be lined with fire resistant materials. Prefabricated chimneys may be utilized if they are installed on the outside of the dwelling and are finished with brick from the foundation for their entire height. Otherwise, chimneys must have flues lined through the entire height with standard clay lining. Direct venting fireplaces which do not require a chimney may only be installed or maintained within a residence upon a Lot with venting that penetrates a rear or side wall on the first floor. No such direct vented fireplace may be installed with venting which is visible from the street or which vents above the first floor. All vents must be painted the same color as the exterior of the wall on which they are installed and must be screened by landscaping approved by Association to be as unobtrusive as possible and not to be visible from adjacent Lots.

E. No two dwellings within the Subdivision shall have identical front exterior elevations. The decision of Association as to what constitutes an identical front exterior elevation shall be final.

6.12 Owner Maintenance of Lot, Dwelling and Appurtenant Structures and Improvements. Owners shall maintain all driveway and sidewalk surfaces and exterior Dwelling surfaces, including without limitation roofs, fascias, shutters and soffits, and other improvements located on the Lot in a neat, orderly and attractive manner. Such maintenance shall include, but shall not be limited to, maintaining screens (including screen enclosures), windows and doors (including the wood and hardware of garage doors and sliding glass doors), periodic repainting of exterior surfaces and the replacement of deteriorated wood members and trim. The minimum standard for the foregoing shall be that it is consistent with the general appearance of the improvement as initially constructed and otherwise improved, taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness or ignoring of needed periodic repainting. Owners shall clean, repaint or re-stain, as needed, the exterior portions of each Dwelling and its appurtenant improvements, including exterior surfaces of garage doors, as often as is necessary to comply with the foregoing standards and the Association, in its sole discretion, shall have the right to mandate when such maintenance is needed. Without limiting the generality of the foregoing, each Owner shall be responsible for the maintenance of any portion of his driveway that extends beyond the Lot as well as any sidewalk, grass or other plant material located immediately adjacent thereto in a road right-of-way.

6.13 Garbage and Refuse. Trash, garbage or other waste shall be kept only in closed, sanitary containers and shall be promptly disposed of so as not to be objectionable to neighboring property owners. No outside storage for refuse or garbage shall be maintained or used. The Association shall have the right, but not the obligation, at any time to enter into a community wide contract for rubbish removal and to assess the costs for same to all Lot Owners.

6.14 Vehicular Parking and Storage. No house trailers, commercial vehicles, boat trailers, aircraft, boats, motor homes, buses, camping vehicles, camping trailers, recreational vehicles or off-road vehicles may be parked on or stored on any Lot or within the Subdivision unless stored fully enclosed within an attached garage built in accordance with restrictions of this Declaration and the Master Declaration. Motorcycles shall be allowed, provided they are kept and operated so as to not create a nuisance (noise or irresponsible operation) to other Owners and occupants within the Subdivisions. All restrictions of local ordinances related to the keeping, repairing and storing of vehicles shall be applicable. Nonoperational vehicles or vehicles with expired license plates shall not be parked within the Subdivisions other than inside an Owner's garage. The Board shall have discretion to issue rules and regulations that provide for the temporary presence of the above enumerated vehicles within the Subdivisions for proper purposes, such as loading and unloading of said vehicles.

For purposes of this Section, commercial vehicles shall include vehicles or trucks with a curb weight of more than 10,000 pounds, overall length in excess of 21 feet, or with more than two axles, vehicles with commercial license plates, vehicles with any commercial markings or advertising appearing on the exterior (excepting small window or bumper type stickers or decals

no larger than a regular size bumper sticker), vehicles not intended for personal transportation, or any vehicle either modified or equipped with attachments, equipment or implements of a commercial trade, including, but not limited to, storage racks, ladder or material racks, snow blades, tanks, spreaders, storage bins or containers, vises, commercial towing equipment or similar items.

Subject to the notice location and content requirements of Section 252(k) of the 2004 Public Act 493 of the Michigan Compiled Laws, if applicable, the Association may cause vehicles parked or stored in violation of this restrictions, or of any applicable rules and regulations of the Association, to be stickered and/or removed (towed) from the Subdivisions, and the cost of such removal may be assessed to, and collected from, the Owner of the Lot responsible for the presence of the vehicle. In such cases, the Owner shall be responsible for costs incurred in having a towing company respond, even if the vehicle is moved and properly parked before the towing contractor arrives to remove the vehicle. All vehicles, other than those used for maintaining the Common Areas, are expressly prohibited from operation or storage on the Common Areas.

6.15 Rules and Regulations. Reasonable rules and regulations consistent with the Subdivision Documents concerning the rights and responsibilities of Owners and the Association with respect to the use of the Common Areas, the Subdivisions or the manner of operation of the Association and of the Common Areas and Subdivisions may be made and amended from time to time by the Board of Directors. Copies of all such rules and regulations and any amendments thereto shall be furnished to all Owners and shall become effective as stated in such rule or regulation. Any such rule or regulation may be revoked at any time by the affirmative vote of more than fifty percent (50%) of all Owners entitled to vote.

6.16 Rental Restrictions . After the date of recording of this Declaration, an Owner may lease any Lot for the purposes specified in Section 6.02, above, subject to the following additional requirements. An Owner desiring to rent or lease shall not lease less than an entire Lot in the Subdivisions. All leases shall (i) be for an initial term of no less than one (1) year; (ii) require the lessee to comply with the Subdivision Documents and Rules and Regulations of the Association; (iii) provide that failure to comply with the Subdivision Documents and Rules and Regulations constitutes a default under the lease, and (iv) provide that the Board of Directors has the power to terminate the lease or to institute an action to evict the tenant and for money damages after 15 days' prior written notice by certified mail to the Owner, in the event of a uncured default by the tenant in the performance of the lease. Each Owner of a Lot shall, promptly following the execution of any approved lease of a Lot, forward a conformed copy thereof to the Board of Directors. Under no circumstances shall transient tenants be accommodated. For purposes of the Section, a "transient tenant" is a Non-Owner residing in a Lot/Dwelling for less than sixty days, who has paid consideration therefor. For the purposes of this Section, "lease" shall refer to any occupancy agreement, whether or not in writing, for rent or other consideration, where the Lot/Dwelling is not occupied by the owner thereof as a primary or secondary residence for a majority of the year. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Subdivision Documents and all leases, rental agreements and occupancy agreements shall so state. If the Association determines that any tenant or Non-Owner occupant has failed to

comply with the conditions of the Subdivision Documents, the Association shall take the following action:

A. The Association shall notify the Owner by certified mail advising of the alleged violation by tenant.

B. The Owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

C. If after fifteen (15) days, the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Owners on behalf of the Association an action for eviction against the tenant or Non-Owner and tenant or Non-Owner occupant for breach of the conditions of the Subdivision Documents. The relief set forth in this Section may be by summary proceeding. The Association may hold both the tenant and the Owner liable for any damages incurred by the Association caused by the Owner or tenant. The Owner shall be responsible for reimbursing the Association for all costs incurred in obtaining judicial enforcement of its rights, including actual attorney's fees.

When a Owner is in arrears to the Association in the payment of assessments or any other charges, the Association may also give written notice of the arrearage to a tenant occupying a Owner's Lot/Dwelling under a lease or rental agreement and the tenant, after receiving the notice shall deduct from rental payments due the Owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent, otherwise due the Owner, to the Association, then the Association may (1) issue a statutory Notice to Quit for non-payment of rent, and enforce that notice by summary proceedings.

6.17 Cost of Enforcing Documents. Any and all costs, damages, fines, expenses or actual attorneys' fees incurred or levied by the Association in enforcing any of the restrictions set forth in this Declaration or in Rules and Regulations promulgated by the Association and any expenses incurred as a result of the conduct of less than all those entitled to occupy the Subdivisions, or by their licensees or invitees, may be assessed to, secured by a lien on the offending Owner's Lot and collected from the responsible Owner in the manner provided in Article V hereof. This specifically includes actual costs and legal fees incurred by the Association in investigating and seeking legal advice concerning violations, and responding to and defending actions relating to violations in small claims court, or any other court of competent jurisdiction.

ARTICLE VII ARCHITECTURAL CONTROL

The Association may have an Architectural Control Committee if the same can be constituted. If for any reason such Architectural Control Committee is not established or ceases to function, the Board of Directors shall function as the Architectural Control Committee. The Architectural Control provisions of the Master Declaration, as modified and supplemented by the

provisions of this Declaration, shall control. The membership of the Architectural Control Committee shall be selected by the Board of Directors. .

ARTICLE VIII ENFORCEMENT

8.01 Compliance by Owners. Every Owner and every Owner's occupants, lessees, guests and invitees (each, a "permittee"), shall comply with the restrictions and covenants set forth herein and in the Subdivision Documents.

8.02 Remedies for Default. Failure of an Owner or their permittees to comply with the Subdivision Documents shall be grounds for relief, which may include, without limitation, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in the payment of Assessments and as more fully set forth in Article V), or any combination thereof. The Association shall have the right to suspend the rights of use of Common Areas of Owners in default of the Subdivision Documents.

8.03 Costs Recoverable from Owner. Failure of an Owner or their permittees to comply with the Subdivision Documents shall entitle the Association to recover from such Owner or their permittee all damages, fines expenses, pre-litigation costs and actual attorneys' fees (including prelitigation costs and fees) incurred in obtaining their compliance with the Subdivision Documents, and all such costs, damages, fines, expenses and actual attorneys' fees incurred may be assessed to and secured by a lien on the offending Owner's Lot. This specifically includes actual costs and legal fees incurred by the Association in investigating and seeking legal advice concerning violations. In addition, in cases where the Association must defend an action brought by any Owners or permittees and regardless if the claim is original or brought as a defense, a counterclaim, cross claim or otherwise, the Association, if successful, shall be entitled to recover from such Owner or permittee pre-litigation costs, the costs of the proceeding and actual attorney's fees incurred in defense of any such claim, but in no event shall any Owner be entitled to recover such attorney's fees or costs against the Association

8.04 Association's Right to Abate. The violation of any of the provisions of the Subdivision Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Areas or onto any Lot (but not into any Dwelling thereon) and summarily remove and abate, at the expense of the Owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Subdivision Documents. The Association shall have no liability to any Owner or their permittee arising out of its exercise of its removal and abatement power granted hereunder.

8.05 Assessment of Fines. The violation of any of the provisions of the Subdivision Documents by any Owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations in accordance with this Article. The fines levied pursuant this Article shall be assessed against the Owner and shall be due and payable on the first (1st) day of the next following month, and all fines duly assessed may be collected in the same manner as provided in Article V of this Amended and Restated Declaration.

8.06 Failure to Enforce Rights. The failure of the Association or of any Owner to enforce any right, provision, covenant or condition that may be granted by the Subdivision Documents shall not constitute a waiver of the right of the Association or of any such Owner to enforce such right, provisions, covenant or condition in the future.

8.07 Cumulative Rights. All rights, remedies and privileges granted to the Association or any Owner pursuant to any terms, provisions, covenants or conditions of the Subdivision Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity. The covenants, reservations, easements and restrictions contained herein shall be binding upon the heirs, devisees, legatees, executors, administrators, assigns and successors of the respective parties hereto, and upon all purchasers and future Owners of Lots comprising any part of the Subdivisions, and shall inure to the benefit of the Owners, the Country Creek Homeowners Association, the County of Oakland, the Oakland County Drain Commissioner and the Country Creek Drainage District.

8.08 Fines. The violation by any Owner or their permittees of any of the provisions of the Subdivision Documents shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the involved Owner. Such Owner shall be deemed responsible for such violations whether they occur as a result of their personal actions or the actions of their permittees.

A. Upon any such violation being alleged by the Board, the following procedures will be followed:

(1) Notice of the violation, including the Subdivision Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the Owner or their representative at the address on file with the Association.

(2) The offending Owner shall be provided a scheduled hearing before the Board at which the Owner may offer evidence in defense of the alleged violation. The hearing before the Board shall be at its next scheduled meeting, but in no event shall the Owner be required to appear less than seven (7) days from the date of the notice.

(3) Failure to appear at the scheduled hearing constitutes a default.

(4) Upon appearance by the Owner before the Board and presentation of evidence of defense or, in the event of the Owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board' decision is final.

B. Upon violation of any of the provisions of the Subdivision Documents, and after default of the offending Owner, or upon the decision of the Board as recited above, the following fines may be levied:

FIRST VIOLATION	No fine will be levied
SECOND VIOLATION	\$50.00 Fine
THIRD VIOLATION	\$100.00 Fine
FOURTH VIOLATION	\$150.00 Fine
AND ALL SUBSEQUENT VIOLATIONS	

The Board of Directors, without the necessity of an amendment to this Amended and Restated Declaration, may make such changes in the fine schedule or adopt alternative fines, including the indexing of such fines to the rate of inflation, in accordance with duly adopted Rules and Regulations. For purposes of this Section, the number of the violation (i.e. first, second etc.) is determined with respect to the number of times that an Owner violates the same provision of the Subdivision Documents, as long as that Owner may be an owner of a Lot or is otherwise residing within the Subdivisions, and is not based upon time or violations of entirely different provisions. In the case of continuing violations, a new violation will be deemed to occur each successive period of time set forth by the Board in its notice of fine (based on what the Board reasonably considers to be a sufficient time to cure the violation) during which a violation continues; however, no further hearings other than the first hearing shall be required for successive violations once a violation has been found to exist. Nothing in this Article shall be construed as to prevent the Association from pursuing any other remedy under the Subdivision Documents for such violations, or from combining a fine with any other remedy or requirement to redress any violation.

ARTICLE IX GENERAL PROVISIONS

9.01 Duration. The covenants and restrictions of this Amended and Restated Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association, any easement holder and any Owner and their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Amended and Restated Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of eighty-five percent (75%) of all the Lots subject hereto, Oakland Township, the County of Oakland, the Oakland County Drain Commissioner and the Country Creek Drainage District has been recorded, agreeing to revoke said covenants and restrictions.

9.02 Notice. Any notice required to be sent to any Owner under the provisions of this Amended and Restated Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

9.03 Interpretation. The Article and Section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions and interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter genders shall each include the others.

9.04 Severability. Invalidation of anyone of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

9.05 Effective Date. This Amended and Restated Declaration shall become effective upon its recordation with the Oakland County Register of Deeds.

9.06 Amendment. This Amended and Restated Declaration may be amended, changed or added to at any time and from time to time upon the execution and recording of an instrument signed by the President of the Association and certifying that the amendment set forth in the instrument was adopted by a vote of at least two-thirds (2/3^{rds}) of the votes of all Owners in good standing and as to any provisions concerning them, the approval of the Township of Oakland, the County of Oakland, the Oakland County Drain Commissioner and the Country Creek Drainage District.

9.07 Conflict. This Amended and Restated Declaration shall take precedence over conflicting provisions in the Articles of Incorporation, Bylaws and any Rules and Regulations of the Association and the Articles shall take precedence over the Bylaws and the Rules and Regulations.

9.08 No Public Right or Dedication. Nothing contained in this Amended and Restated Declaration shall be deemed to be a gift or dedication of all or any part of the Common Areas to the public, or for any public use.

9.09 Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title, estate or interest or to any Lot or other property located on or within the Subdivisions shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition, lien and covenant contained herein, whether or not any reference hereto is contained in the instrument by which such person acquired an interest in such Lot or other property.

9.10 Covenants Running with the Land. Anything to the contrary herein notwithstanding, it is the intention of all parties affected hereby (and their respective heirs, personal representatives, successors and assigns) that these covenants and restrictions shall run with the Property and with title to the Property. Without limiting the generality of this Section, if any provision or application of this Amended and Restated Declaration would prevent this Amended and Restated Declaration from running with the Property, such provision or application shall be judicially modified, if at all possible, to come as close as possible to the intent of such provision or application and then be enforced in a manner which will show these covenants and restrictions to so run with the Property; however, if such provision and/or application cannot be so modified, such provision and/or application shall be unenforceable and considered null and void in order that the paramount goal of the parties (that these covenants and restrictions run with the Property as aforesaid) be achieved.

[SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Association has executed this Amended and Restated Declaration on the day and year first above written

Country Creek Homeowners Association,
a Michigan Nonprofit Corporation

By: _____
Name: _____
Title: President

STATE OF MICHIGAN)

) ss:

COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ___ day of _____, 2017, by _____, the president of Country Creek Homeowners Association, a Michigan Nonprofit Corporation, on behalf of the Corporation.

, Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My Commission Expires:

Document drafted by and when recorded return to:
Mark F. Makower, Esq.
Makower Abbate Guerra Wegner Vollmer PLLC
30140 Orchard Lake Rd.
Farmington Hills, MI 48334

EXHIBIT A

ASSOCIATION BYLAWS

(see attached)

EXHIBIT B

COMMON AREAS

In addition to the Common Areas defined and specified in the Master Declaration, the storm drainage easement areas; wetlands, woodlands and other property not necessarily owned by, but under the control of the Association, including all Subdivision entrances, street islands, common landscape areas, common lighting, common irrigation, street signs and parks, including improvements therein, consisting of Country Creek Park, Country Creek Park West, Country Creek Park North, Country Creek Park East, Foxwood Park, Country Crossing Park, Richmond Park, Hunter Park, Arlington Park, South Creek Park, Kern Park North, Kern Park South, Deer Park and Deer Park South, .

EXHIBIT C

SUBDIVISIONS COVERED BY THIS AMENDED AND RESTATED DECLARATION

Country Creek Subdivision No. 1
Country Creek Subdivision No. 2
Country Creek Subdivision No. 3
Woods of County Creek

PLATS COMPRISING THE SUBDIVISIONS

Lots 1-65 of Country Creek Subdivision No. 1, as recorded in Liber 230, Pages 28-35 of Plats, Oakland County Records

Lots 66-133 of Country Creek Subdivision No. 2, as recorded in Liber 238, Pages 13-22 of Plats, Oakland County Records, as amended by instruments recorded in Liber 15657, Pages 699 et seq., and Liber 15775, Pages 009 et seq., Oakland County Records

Lots 134-202 of Country Creek Subdivision No. 3, as recorded in Liber 259, Pages 18-55 of Plats, Oakland County Records

Lots 1-68 of Woods of Country Creek Subdivision, as recorded in Liber 242, Pages 13-20 of Plats, Oakland County Records

EXHIBIT D

PORTION OF COUNTRY CREEK PARK WEST TO BE USED SOLELY FOR RECREATIONAL PURPOSES

Part of the SW $\frac{1}{4}$ of Section 30, T4N, R11E, Oakland Township, Oakland County, Michigan, more particularly described as:

Commencing at the S $\frac{1}{4}$ corner of Section 30; thence S 88°08'53" W 1151.70 feet along the S line of said Section 30 (Silverbell Road); thence N 01°36'44" W 60.00 feet to a point on the proposed N right-of-way line of said Silverbell Road; thence N 88°08'53" E 241.55 feet along said proposed right-of-way line to the point of beginning; thence N 01°51'07" W 50.00 feet; thence N 88°08'53" E 298.89 feet; thence S 01°51'07" E 50.00 feet to a point on the said N right-of-way line; thence S 88°08'53" W 298.89 feet along said right-of-way line to the point of beginning and containing 0.34 acres.

EXHIBIT E

PARCEL BENEFITING FROM STORM WATER EASEMENT

A part of Section 30, T4N, R11E, Oakland Township, Oakland County, Michigan, more particularly described as:

A PART OF THE SOUTHEAST AND SOUTHWEST $\frac{1}{4}$ OF SECTION 30, T-4-N., R-11-E., OAKLAND TOWNSHIP, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE SOUTH $\frac{1}{4}$ CORNER OF SECTION 30; THENCE S. $88^{\circ} 08' 53''$ W., 1,151.70 FEET ALONG THE SOUTH LINE OF SAID SECTION 30 (SILVERBELL ROAD); THENCE N. $01^{\circ} 36' 44''$ W., 110.00 FEET; THENCE N. $88^{\circ} 08' 53''$ E., 540.23 FEET; THENCE N. $15^{\circ} 35' 51''$ W., 160.09 FEET; THENCE ON A CURVE TO THE RIGHT 81.84 FEET, SAID CURVE HAVING A RADIUS OF 60.00 FEET, CENTRAL ANGLE OF $78^{\circ} 09' 08''$ AND A LONG CHORD BEARING OF N. $66^{\circ} 31' 17''$ W., 75.64 FEET; THENCE S. $62^{\circ} 33' 18''$ W., 195.18 FEET; THENCE N. $07^{\circ} 10' 25''$ E., 310.47 FEET; THENCE N. $09^{\circ} 41' 47''$ E., 60.00 FEET; THENCE N. $04^{\circ} 30' 00''$ W., 143.28 FEET; THENCE N. $85^{\circ} 30' 00''$ E., 364.71 FEET; THENCE S. $04^{\circ} 30' 00''$ E., 150.00 FEET; THENCE N. $85^{\circ} 30' 00''$ E., 105.00 FEET; THENCE ALONG A CURVE TO THE LEFT 79.36 FEET, SAID CURVE HAVING A RADIUS OF 320.00 FEET, CENTRAL ANGLE OF $14^{\circ} 12' 33''$ AND A LONG CHORD BEARING OF N. $78^{\circ} 23' 44''$ E., 79.16 FEET; THENCE N. $18^{\circ} 42' 33''$ W., 150.00 FEET; THENCE N. $56^{\circ} 48' 48''$ E., 85.00 FEET; THENCE N. $27^{\circ} 44' 32''$ E., 84.96 FEET; THENCE DUE NORTH 202.98 FEET; THENCE N. $39^{\circ} 00' 00''$ W., 552.10 FEET; THENCE N. $04^{\circ} 00' 00''$ W., 214.28 FEET; THENCE N. $08^{\circ} 00' 00''$ W., 125.00 FEET; THENCE N. $34^{\circ} 00' 00''$ W., 320.00 FEET; THENCE N. $81^{\circ} 35' 21''$ E., 253.55 FEET; THENCE N. $45^{\circ} 30' 00''$ E., 157.00 FEET; THENCE N. $06^{\circ} 30' 00''$ E., 83.00 FEET; THENCE N. $31^{\circ} 30' 00''$ W., 125.00 FEET; THENCE N. $27^{\circ} 30' 00''$ E., 131.50 FEET; THENCE N. $82^{\circ} 00' 00''$ E., 310.50 FEET; THENCE N. $79^{\circ} 00' 00''$ E., 238.00 FEET; THENCE N. $88^{\circ} 13' 32''$ E., 193.21 FEET; THENCE N. $82^{\circ} 18' 46''$ E., 43.00 FEET; THENCE N. $07^{\circ} 41' 14''$ W., 371.77 FEET; THENCE N. $82^{\circ} 18' 46''$ E., 931.06 FEET; THENCE N. $82^{\circ} 55' 49''$ E., 1324.18 FEET TO A POINT ON THE EAST LINE OF SECTION 30 (ADAMS ROAD); THENCE S. $01^{\circ} 21' 20''$ E., 1297.19 FEET ALONG SAID LINE; THENCE S. $88^{\circ} 09' 11''$ W., 1301.00 FEET; THENCE N. $37^{\circ} 54' 29''$ W., 141.74 FEET; THENCE S. $88^{\circ} 09' 11''$ W., 494.00 FEET; THENCE S. $45^{\circ} 03' 34''$ W., 86.00 FEET; THENCE ALONG A CURVE TO THE RIGHT 303.05 FEET, SAID CURVE HAVING A RADIUS OF 414.00 FEET, CENTRAL ANGLE OF $41^{\circ} 56' 26''$ AND A LONG CHORD BEARING OF S. $23^{\circ} 58' 13''$ E., 296.33 FEET; THENCE S. $03^{\circ} 00' 00''$ E., 1,012.60 FEET; THENCE ALONG A CURVE TO THE LEFT 253.70 FEET, SAID CURVE HAVING A RADIUS OF 336.00 FEET, CENTRAL ANGLE OF $43^{\circ} 15' 43''$ AND A LONG CHORD BEARING OF S. $24^{\circ} 37' 52''$ E., 247.72 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE RIGHT 121.82 FEET, SAID CURVE HAVING A RADIUS OF 254.00 FEET, CENTRAL ANGLE OF $27^{\circ} 28' 43''$ AND A LONG CHORD BEARING OF S. $32^{\circ} 31' 22''$ E., 120.65 FEET; THENCE N. $71^{\circ} 12' 59''$ E., 86.00 FEET; THENCE ALONG A CURVE TO THE RIGHT 100.52 FEET, SAID CURVE HAVING A RADIUS OF 340.00 FEET, CENTRAL ANGLE OF $16^{\circ} 56' 20''$ AND A LONG CHORD BEARING OF S. $10^{\circ} 18' 51''$ E., 100.15 FEET; THENCE S. $01^{\circ} 50' 40''$ E., 288.00 FEET TO A POINT ON THE SOUTH LINE OF SECTION 30; THENCE S. $88^{\circ} 09' 20''$ W., 1,070.00 FEET ALONG SAID LINE TO THE POINT OF BEGINNING.

AMENDED AND RESTATED DECLARATION
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