

Century Farm Subdivision
Declaration of Covenants and Restrictions

THE DECLARATION OF COVENANTS AND RESTRICTIONS, hereinafter referred to as the "Declaration" made this 18th day of April , 1974, by NATIONAL HOUSING CORPORATION, a Michigan corporation, hereinafter referred to as the "Declarant", whose address, for purposes hereof, is 3131 3 Northwestern Highway, Suite 100, Farmington Hills, Michigan 48024.

WITNESSETH:

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

Century Farm Subdivision, Part of the S.E.- 1/4 of Sec. 23, T.2S., R.8E., Canton Twp., Wayne Co., Michigan, comprising lots 1 thru 164, both inclusive, Century Farm Park "A" and "B" (Private Parks), Beginning at a point distant, S 89° 48' 10" W. 47.70 feet from the S.E. corner of said Sec. 23; Thence continuing s 89° 48' 10" W. 1241.77 feet along the South line of Sec. 23, T. 2 S., R. 8 E., also being center line of Palmer Road Originally 66 feet wide; thence NO0 IT 38" W in part along the boundary of Stonegate Subdivision in Liber 95, Page 1, 2, 3, and 4 Wayne Country Records 2671.01 feet to a point on the E & W 1/4 line of said Sec. 23; thence N 89° 37' 08" E. 771.55 feet along said E & W 1/4 Sec. line, also being the center-line of the Truesdefl Drain; thence S 0° 01' 29" W, 165.00 feet; thence N 89° 37' 08" E. 473.87 feet to a point on the Westerly R.O.W. line of Haggerty Road 120 feet wide; thence S 0° 07' 30" E. 335.00 feet along sard line, thence S 89° 52' 30" W. 374.20 feet; thence S 0° 07' 30" E. 555.00 feet; thence N 89° 52' 30" E. 374.20 feet to a point on the Westerly R.O.W. line of said Haggerty Road; thence S 0° 07' 30" E. 1620.01 feet along said R.O.W. line to the point of beginning, consisting of 164 lots and two private parks, the area of the parcel herein described being 69.72 acres. The Plat of which is recorded in Liber 95, Pages 36, 37K38 and 39, Wayne County Records.

WHEREAS, the Declarant desires to create thereon, together with such additions as may hereafter be made thereto, a residential community with permanent park, open space and common facilities for the benefit of such residential community; and

WHEREAS, the Declarant desires to provide for the preservation of the value of and amenities in such residential community, and for the preservation and permanent maintenance of the park, open space and common facilities therein; and

WHEREAS, the Declarant desires to subject the real property described above to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each of which is for the benefit of and shall run with and bind the said real property and each owner thereof; and

WHEREAS, the Declarant deems it desirable, for the benefit of such

residential community, to create an agency to which shall be delegated and assigned the powers of maintaining and administering the park, open space and summer facilities, and of administering and enforcing the covenants, restrictions, easements, charges and liens set forth in this Declaration, and of collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Developer has caused to be incorporated under the laws of the State of Michigan, and a non-profit corporation, CENTURY FARM ASSOCIATION, for the purpose of exercising the power and functions aforesaid;

NOW, THEREFORE, the Declarant hereby declares that the real property described above is, and shall be, held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens, hereinafter set forth.

Article I Definitions

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

- (a) "DECLARANT1 shall mean and include NATIONAL AMROY HOUSING CORPORATION, or its assigns.
- (b) "ASSOCIATION" shall mean and refer to the CENTURY FARM ASSOCIATION, and any successor thereto.
- (c) "THE PROPERTIES" shall mean and include CENTURY FARM SUBDIVISION AND PRIVATE PARK OF CENTURY FARM SUBDIVISION, described above, and as recorded in Liber 95, Pages 36, 37, 38 and 39, Wayne County Records, which may, in addition, herein be referred to as the "Existing Properties".
- (d) "COMMON AREA(S)" shall mean and refer to those areas of land denoted as "PRIVATE PARK(S)" on the recorded Plat as recorded in Liber 95 Pages 36-39, Wayne County Records, of The Properties and intended to be owned by the Association and to be devoted to the common use and enjoyment of the owners of The Properties, and any improvements thereon.
- (e) "LOT" shall mean and refer to any parcel of land shown as such upon any recorded Plat of The Properties as recorded in Liber 95, Pages 36-39, Wayne County Records, with the exception of the Common Area(s) hereinabove defined, and otherwise thereon of a single-family dwelling in accordance herewith and shall include such dwelling.
- (f) "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot, part of The Properties, including land contract vendors and land contract vendees; 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 or entity 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.

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

(h) "FHA" shall mean and refer to the Federal Housing Administration, United States Department of Housing and Urban Development.

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

(j) "DWELLING UNIT" or "DWELLING" other than in connection with a dwelling on a single-family lot, shall mean a place of habitation such as each single-family house.

Article II

Property Subject to this Declaration and Additions Thereto

Section 1. Existing Properties. The real property which is, and shall be, transferred, sold, conveyed and occupied subject to this Declaration is more particularly described as follows:

Century Farm Subdivision, Part of the S.E. 1/4 of Sec. 23.T.2S., R.8E.r Canton Twp., Wayne Co., Michigan, comprising lots 1 thru 164, both inclusive, Century Farm Park "A" and "B" (Private Parks), Beginning at a point distant, S 89° 48'10" W. 47.70 feet from the S.E. corner of said Sec. 23; Thence continuing s 89° 48' 10" W. 1241.77 feet along the South line of Sec. 23, T. 2 S., R. 8 E., also being center line of Palmer Road Originally 66 feet wide; thence NO0 IT 38" W in part along the boundary of Stonegate Subdivision in Liber 95, Page 1,2,3, and 4 Wayne County Records 2671.01 feet to a point on the E & W 1/4 line of said Sec. 23; thence N 89° 37' 08" E. 771.55 feet along said E&W 1/4 Sec. line, also being the center-line of the Truesdell Drain; thence S 0° 01' 29" W, 165.00 feet; thence N 89° 37' 08" E. 473.87 feet to a point on the Westerly R.O.W. line of Haggerty Road 120 feet wide; thence S 0° 07' 30" E. 335.00 feet along said line, thence S 89° 52' 30" W. 374.20 feet; thence S 0° 07' 30" E. 555.00 feet; thence N 89° 52' 30" E. 374.20 feet to a point on the Westerly R.O.W. line of said Haggerty Road; thence S 0° 07' 30" E. 1620.01 feet along said R.O.W. line to the point of beginning, consisting of 164 lots and two private parks, the area of the parcel herein described being 69.72 acres. The Plat of which is recorded in Liber 95, Pages 36, 37, 38 and 39 Wayne County Records.

Article III

Membership and Voting Rights

Section 1. Every owner of a lot which is subject to assessment shall

be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership.

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned.

When more than one person holds an interest in any Lot, all such person shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) On December 31, 1975

Article IV

Property Rights in the Common Area(s)

Section 1. Member's easements of Enjoyment. Subject to the provisions of Section 3 hereof, following, every Member shall have a right and easement of enjoyment in and to the Common Area(s), and such easement shall be appurtenant to and shall pass with the title to every Lot dwelling.

Section 2. Title to Common Area(s). The Declarant may retain legal title to the Common Area until such time as it has completed the improvement of the Existing Properties and until such time as, in the opinion of the Declarant, the Association is able to maintain the same, but notwithstanding any provision herein contained, the Declarant hereby covenants that it shall convey the Common Area to the Association, free and clear of all liens and encumbrances, except easements and rights-of-way of record after January 1, 1974, prior to the sale of any Lot.

Section 3. Extent of Member's Easements. The rights and easements of enjoyment of the Members created herein are, and shall be, subject to the following:

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

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

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

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

Article V

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessment. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments of charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessments shall be Ten Dollar (\$10.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 3% above the

maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 3% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, 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 a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Provided, however, the annual assessment shall not be used for construction of capital improvements during the period.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more and 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

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 month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been

paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the dues date at the rate of 6 percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Article VI

Restriction Upon User Occupancy, Etc.

Section 1. Single-Family Detached Dwelling.

(a) Lot Nos. 1 through 162, both inclusive, shall be designated as "single-family detached" lots and shall be used only for residential purposes. No building shall be erected, altered, placed or permitted to remain on the said lot other than one (1) detached single-family dwelling not to exceed two (2) stories in height and a private garage for not more than three (3) cars for the sole use of the owner or occupant of said lot upon which such single-family dwelling and garage shall have been erected; and subject, further, to additional Covenants and Restrictions hereinafter set forth and imposed upon and against said lots.

(b) The ground floor area of the main dwelling structure of a single-family detached dwelling shall be not less than eight hundred (800) square feet of a one-story dwelling, nor less than seven hundred twenty (720) square feet in the case of a one and one-half story dwelling, nor less than six hundred twenty-four (624) square feet in the case of a two-story dwelling and, further, there shall be not less than a combined total of seven hundred twenty (720) square feet on the grade and upper levels of a split level dwelling provided, however that within each dwelling structure there shall be a minimum floor area of eight hundred (800) square feet, measured from the exterior faces of the exterior walls, exclusive of the area of basements, unfinished attics, attached garages, breeze ways, enclosed and unenclosed porches.

(c) No single-family detached dwelling shall be erected or placed on any lot having a width of less than sixty (60) feet at the minimum front

building setback line, nor shall any swelling be erected or placed on any lot having an area less than seven thousand two hundred (7,200) square feet, provided, however, that if any of the above described lot shall be reduced in total area to less than seven thousand two hundred (7,200) square feet by the taking, use or purchase of a portion thereof for a public purpose by a public agency, this provision shall not apply to prohibit the construction of a dwelling upon such lot as reduced in size.

(d) The habitable ground floor (excluding basements, porches, breezeways and garages) shall be not lower than U.S.C.G.S. grade elevation 670.7. Openings into the basement shall be not lower than U.S.C.G.S. grade elevation 669.6. Basement walls and floors shall be watertight and reinforced to withstand hydrostatic pressures* A positive means of preventing back-up sewer lines and drains which serve the building shall be provided. Proper anchorage to prevent flotation shall be provided,

Section 2. Yard Requirements.

(a) No building shall be located on any lot nearer than twenty-five (25) feet to the front line or nearer than twenty-five (25) feet to a side street lot line, in the case of a corner lot, provided, however, that where a corner lot shares a common rear yard relationship with the lot immediately to the rear thereof, and a common side yard relationship with the block directly across the common separating street, a minimum side yard of ten (10) feet on the street side of such lot shall be permitted. Garage locations on interior and corner lots shall conform to the setback requirements for the main dwelling structure.

(b) Except as above and hereinafter set forth, all single-family detached dwelling structure shall be so located and erected upon the lot as to provide a minimum side yard on one (1) side thereof not less than five (5) feet and the combined total of two (2) side yards on such lot shall not be less than fifteen (15) feet; provided, however, that in the case of a dwelling structure without an attached garage, there shall be a minimum side yard of at least ten (10) feet on the drive side of the lot and a minimum side yard of at least five (5) feet on the opposite side thereof.

(c) Provided, further, that with the approval of the appropriate official agencies of the CHARTER TOWNSHIP OF CANTON, or its successor, a dwelling structure with an attached garage facing the street may be so located and erected upon the lot as to provide a combined total for the for the two (2) side yards on each such lot of not less than ten (10) feet, with a minimum side yard of at least five (5) feet on each side thereof.

Section 3. The exterior walls of all dwelling structures shall be constructed of brick or brick veneer or stone, or wood or siding or a combination thereof, provided, however, that the use of wood or other building materials such as aluminum or asbestos siding, but not including stucco, on the rears or sides of such structures, in gable ends, on bays and overhangs, or above the window sills and for trim, decorative and architectural design purposes, shall be permitted.

Section 4. Easements for the construction, installation and maintenance of public utilities, and for surface drainage facilities, and for sanitary sewer, storm sewer and water main facilities, are reserved as shown on the recorded Plat and/or as may otherwise appear of record, and as set forth herein. In addition, easements are hereby specifically reserved to the undersigned and their assigns; in, through and across a strip of land six (6) feet in width along all rear lot lines and in, through and across a strip of land three (3) feet in width along at) side lot or site lines for the installation, where necessary, and maintenance of telephone and electric lines and conduits, sanitary and storm sewers, water mains, gas lines, and for surface drainage purposes, and for the use of any public utility service deemed necessary or advisable by the undersigned. The use of such easements, or parts thereof, may be assigned by the undersigned at any time, to any person, firm, corporation, governmental agency or municipal authority or department furnishing one or more of the foregoing services and/or facilities, and any such easement herein reserved may be relinquished and waived, in whole or in part, by the undersigned by the filing for record of an appropriate instrument of relinquishment. Within all of the foregoing easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such service facilities and utilities, including underground electrical and telephone local

10

distribution systems, or which may change, obstruct or retard the flow or direction of water in and through drainage channels in the easements nor shall any change, which may obstruct or retard the flow of surface water or be detrimental to the property of others, be made by the occupant in the finished grade of any lot once established by builder upon completion of construction of the house thereon. The easement area of each lot and all improvements in it shall be maintained in a presentable condition continuously by the owner of the lot, except for those utilities for which a public authority or utility company is responsible, and the owner of the lot shall be liable for damage to service facilities and utilities thereon, including damage to electric, gas, and telephone distribution lines and facilities therein.

Section 5. All lots within The Properties shall have a lawn installed and shrubbery planted by the owner thereof within one (1) year after the completion of the dwelling structure located thereon, to eliminate or minimize erosion.

Section 6. All public utilities such as water mains, sanitary sewers, storm sewers, gas mains, electric and telephone local subdivision distribution lines, and all connections to same, either private or otherwise, shall be installed underground; provided, however that above ground transformers, pedestals, cable and/or feeder pole lines, and other above ground electric and telephone utility equipment associated with or deemed necessary by The Detroit Edison Company

and the Michigan Bell Telephone Company, or the undersigned, for underground utility installations and distribution systems, and surface and off-site open drainage channels and facilities, as well as street lighting stanchions, shall be permitted. The said LOTS 1 through 162, both inclusive, above described, are, in addition, subject to the terms of an Agreement and to the terms of an Easement Grant and Declaration of Restrictions in each case, between the undersigned and The Detroit Edison Company and the Michigan Bell Telephone Company, which instruments may now be or will hereafter be recorded in the Wayne County Records, and in each case relating to the installation and maintenance of underground electric and communication service and facilities, and which instruments are, by this reference, incorporated herein.

Section 7. No fence or wall shall be erected, placed or altered on any lot nearer to the front street than the front building setback line, or nearer to the side street on corner lots than the side building setback line, and, provided, further, that no fence more than forty-eight (48) inches in height shall be constructed, except that solid fences or walls erected for the purpose of creating privacy for the occupant of a lot may be constructed to, but shall not exceed seventy-two (72) inches in

11

height, and may be located only along rear lot lines and side lot lines no closer than the rear of the building on such lot and not beyond the side building setback line on the street side in the case of a corner lot.

Section 8. Anything herein contained to the contrary notwithstanding, the undersigned, its successors and assigns, its or their agents, employees and sales representatives may use and occupy any lot or house built in The Properties as a sales office for the handling of sales of lots and/or houses therein or other lands in the TOWNSHIP OF CANTON owned by the undersigned, until all of the lots and/or houses to be built on said lands shall have been sold, and, further, may construct fences otherwise in violation of SECTION 7 above in front of, or alongside of model or display houses during such sales period; provided, however, that at such time as such model or display house is sold, any such fence or portion thereof otherwise in violation of SECTION 7 above shall be removed by the builder of such model or display house.

Section 9. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 1Q. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

Section 11. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs of any size used by the builder or

developer to advertise the property during the construction and sales period above described.

Section 12. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

Section 13. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Incinerators shall be of a type which minimize offensive odors when in use.

12

Section 14. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of a street property line extended. The same sight line limitation shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 15. The owner and/or occupant of each lot shall maintain the surface area and easements within his property, to keep grass and weeds cut, to keep the area free of trash and debris, and, further shall take such action as may be necessary to eliminate or minimize surface erosion.

Article VII

General Provisions

Section 1. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years for the date this Declaration is recorded, after which time they shall be automatically extended for successive periods often (10) years. This Declaration may be amended the first twenty (20) years period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the

Association at the time of such mailing.

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

13

right to do so thereafter. The foregoing Covenants and Restrictions may be enforced, in the manner permitted by law, by any person or persons owning real property within Century Farm Subdivision and by any public body having jurisdiction under the provisions of Section 254 of Act No. 288, Public Acts of 1967 of the State of Michigan, against anyone who acquires an interest in the land subject to these Covenants and Restrictions.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration of the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 6. Exception. Provided, however, notwithstanding anything contained herein to the contrary, Lot 163 shall be for multiple use only and Lot 164 shall be for commercial use only. Further, as to Lots 163 and 164, all restrictions, terms and covenants herein shall not apply.

Witness: NATIONAL HOUSING CORPORATION,

a Michigan corporation,

Shirley Dyan

By

Samuel S. Bankle

Its President

Janine L. Alioto

By

Myron Schefman

Its Secretary

By

Eric

Bank of the Commonwealth

Its Loan Officer

14

STATE OF MICHIGAN)

)ss.

COUNTY OF Oakland)

On this _Slh_ day of May r 1974, before me, a Notary Public in and for said County, personally appeared Samuel S. Bankle and Myron Schefmen to me personally known, who, being by me duly sworn, did each for himself say they are respectively the President and Secretary of NATIONAL HOUSING CORPORATION, a Michigan Corporation, the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said instrument is the free act and deed of said corporation.

Notary Public,
Michigan

My commission expires:
County,

Drafted by and when
recorded return to:

Robert Friedman
17117 West Nine Mile Road
Sixteenth Floor
Southfield, Michigan 48075

Notary Public,
Michigan

My commission expires:
County,