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Heri Allen
REGISTER OF DEEDS
MONROE COUNTY, MICH

DECLARATION OF RESTRICTIONS

Carrington Meadows
A Subdivision in Monroe Charter Township, Monroe County, Michigan

WHEREAS, Carrington Golf Club Development Company, a Michigan General Partnership 911 St. James Park Avenue, Monroe, Michigan 48161, ("Developer"), holds fee simple title to certain real property located in Monroe Charter Township Monroe County, Michigan, ("Parent Parcel"), which is more fully described on Exhibit "A" attached hereto.

WHEREAS, Developer intends to develop the entire Parent Parcel into a subdivision to be known as "Carrington Meadows": and

WHEREAS, Developer has caused the Parent Parcel to be platted as "Carrington Meadows ", and:

WHEREAS, Developer intends to cause the parcel described in Exhibit A, attached hereto, and incorporated herein to be platted as Carrington Meadows: and

WHEREAS, the Declaration of Restrictions set forth herein applies to Carrington Meadows; and

WHEREAS, Developer desires to establish a general plan for the development of Carrington Meadows and to establish restrictions upon the manner of use, improvement and enjoyment of the lots in said plat which will make said lots more attractive for residential purposes and will protect present and future owners of said lots in the enjoyment of their use for residential purposes.

NOW, THEREFORE, Developer, in consideration of the enhancement in the value Carrington Meadows, as is more particularly described in Exhibit A attached hereto and incorporated herein, by reason of the adoption of the restrictions hereinafter set forth, does for itself and its successors and assigns, and for the benefit of all future owners and occupants of Carrington Meadows, hereby declare, covenant and stipulate that all lots as shown on the recorded plat of Carrington Meadows shall hereafter be conveyed by Developer, its successors and assigns, subject to the following restrictions:

ARTICLE I

Use of Land

1. Lots numbered 1 through 57, which are all the lots in Carrington Meadows, shall be known and described as residential lots. No structure shall be erected, placed or maintained on any such residential lot other than one (1) single - family residence dwelling, a private garage of not less than One (2) nor more than four (4) car capacity which may be made an integral part of the resident dwelling, a swimming pool, and other residential-type structures approved as provided under Article II hereof. Such residence dwelling shall be used and occupied solely a single family and exclusively for private residence purposes by and such family's servants. Nothing herein contained shall prevent the use of a parcel of land composed of more or less than a single lot for one (1) single-family residence dwelling provided that such parcel is no smaller than the smallest lot in the subdivision.
2. Unless otherwise approved by the Architectural Control Committee, as provided under Article II hereof, one and one-half and two-story structures erected on any lot shall have not less than twenty-one hundred (2100) square feet of living area and one story structures shall have not less than eighteen hundred (1800) square feet of living area. Living area shall not be computed to include basements, cellars, porches, or garages, or other non-living areas.
3. No portion of any residential lot or a structure thereon shall be used or permitted to be used for any business purpose whatsoever and no noxious, offensive, or unreasonable disturbing activity shall be carried on upon any part of Carrington Meadows nor shall anything be done thereon which may be or become an annoyance or nuisance in Carrington Meadows.
4. No well for gas, water, oil, or other substance shall at any time be erected, placed or maintained on any of such residential lots other than a well for water for recreation or maintenance purposes which shall first have been approved as provided under Article II hereof.
5. No trailer, basement, tent, shack, garage, barn mobile home or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in Carrington Meadows. No dwelling erected in Carrington Meadows shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefor as provided under Article II hereof.
6. Any truck, boat, bus, tent, mobile home, trailer or other similar housing device, if stored on any lot, shall be housed within a garage building. No truck, boat, bus, automobile or other vehicle, motorized or not, shall be parked, stored, or positioned on any part of the roadway in this subdivision. Temporary parking on the roadway shall only be permitted during necessary maintenance or service work to any lots or homes, and at a social gathering hosted by members of the Association where guests will be permitted to park their vehicles in a safe manner only for the duration of such event.
7. No lot shall be used for the storage of automobiles, trailers, scrap, scrap iron, water, paper, glass, or any reclamation products or material; except that during the period a structure is being erected upon any such lot, building materials to be used in the construction of such structure may be stored thereon, provided however, any building material not incorporated in said structure within ninety (90) days after its delivery to such lot, shall be removed therefrom. All structures must be completed by an owner within one (1) year of the date of the beginning of the construction thereof. No sod, dirt, or gravel other than that incidental to

construction of approved structures, shall be removed from said lots without the written approval of the Architectural Control Committee, as provided under Article II hereof.

8. Other than One dog, One house cat and bird, all of which are maintained within the dwelling, the maintenance or harboring of any other animal is expressly prohibited in Carrington Meadows.
9. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers, or stored and maintained in containers entirely within the garage or basement. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Carrington Meadows Homeowners' Association, as provided under Article III hereof.
10. No signs of any character other than signs of not more than ten square feet advertising the sale of the lot on which such sign is located, or the contractor constructing a dwelling on said lot, shall be erected, placed, posted or otherwise displayed on or about any lot without the written approval of the Carrington Meadows Homeowners Association, as provided under Article III hereof, and said Association shall have the right and discretion to prohibit, restrict, and control the size, duration, construction, material, wording, location and height of all such signs. All signs advertising the sale of a lot, or the contractor constructing a dwelling on a lot, shall be removed after the sale or completion of construction, as the case may be. All other signs shall be removed after the authorized period of duration has lapsed.
11. All electric house services shall be underground from the main electrical supply lines.
12. No structure or any part thereof, other than a fence, hedge, wall, or other enclosure which shall first have been approved as provided under Article II hereof, shall be erected, placed, or maintained on any residential lot nearer to the front or street line or lines or the rear line or lines than the building setback line or lines shown on the recorded plat of Carrington Meadows or nearer to any side lot line than as approved by the Architectural Control Committee, as provided under Article II hereof. The foregoing provisions of this Item 12 shall be subject to the provisions of Article VII, Item 9 hereof.
13. No portion of any lot nearer to any street than the building setback line or lines shown upon the recorded plat of Carrington Meadows shall be used for any purpose other than that of a lawn, provided, however, this covenant shall not be construed to prevent the use of such portion of said lot for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, statuary, fountains, fence, hedge, wall or other enclosure which shall first have been approved as provided under Article II hereof for the purpose of beautifying said lot, but shall be construed to prohibit the planting or maintaining of vegetables and grains thereon.
14. No trash burner, outdoor fireplace or other device expelling gas or smoke shall be placed within twenty (20) feet of any adjoining lot line.

15. No antenna, tower, satellite dish or other similar structure shall be erected or placed on or about any lot without the written approval of the Architectural Control Committee, as provided under Article II hereunder.
16. Notwithstanding any other provision contained in this Declaration of Restrictions, the Developer shall not be prohibited from the construction and use of construction and/or sales office(s) and model home(s) on one or more lots in Carrington Meadows.
17. No lot owner or other person(s) shall enter on or use the Golf Course without first registering in the Pro Shop.

ARTICLE II

Approval of Plans

1. Developer shall act as the Architectural Control Committee to which plans and specifications for a structures and other improvements (including, but not limited to, basements, swimming pools, tennis courts, fences, walls, bridges, dams, driveways, hedges and other enclosures) must be submitted for examination and approval before any erection of improvement shall be made upon any lot and before additions, changes, or alterations may be made to any structure or other improvement then situated on a lot.
2. When Developer no longer retains any ownership interest in any lot in Carrington Meadows Developer shall automatically cease acting as the Architectural Control Committee. After the Developer first ceases to act as the Architectural Control Committee, the Carrington Meadows Homeowners Association, as provided under Article III hereof, shall elect by majority vote, five members to serve on the Architectural Control Committee, each of which must be an owner of record of at least one lot. In the event of a vacancy, the remaining members of the Architectural Control Committee shall designate a successor, who must be a lot owner, to complete the unexpired term. Each member of the Architectural Control Committee shall serve for a term of three (3) years. Notwithstanding anything to the contrary herein, the Developer, or its designee, shall be a sixth member of the Architectural Control Committee for so long as Developer owns any real estate contiguous with any lot in Carrington Meadows.
3. The required detailed plans and specifications shall show the size, location, type, architectural design, quality, cost, use, material construction, color scheme, and grading plan for the lot and the finished grade elevation thereof and must be prepared by a competent architect or draftsman. Such plans and specifications must be furnished to the Architectural Control Committee in sufficient numbers so that the Architectural Control Committee may retain a true copy thereof for retention with its records. The Developer hereby expressly reserves the right and privilege of assigning or relinquishing its said rights and duties as such Architectural Control Committee from time to time and for such limited periods of time and purposes as it may desire. Such assignment or relinquishment will become effective from and

after the time a written instrument evidencing the fact of such assignment or relinquishment, signed by the Developer is filed for record with the Monroe County Register of Deeds Office.

4. In requiring the submission of detailed plans and specifications as herein set forth, Developer has in mind the development of Carrington Meadows as an architecturally harmonious, artistic and desirable residential subdivision. In approving or withholding its approval of any detailed plans and specifications so submitted, the Architectural Control Committee may consider the appropriateness of the improvement contemplated with relation to improvements on contiguous or adjacent lots, its artistic and architectural merits, its adaptability to the lot on which it is proposed to be constructed, and such other matters as may be deemed to be in the interest and benefit of the owners of lots in Carrington Meadows as a whole. Any determination made by the said Architectural Control Committee, in good faith, shall be binding on all parties in interest.
5. The Architectural Control Committee reserves the sole and exclusive right to establish grades and slopes of lots and to fix the grade at which any building or structure shall hereafter be erected or placed thereon, so that the same may conform to a general plan for the development and use of Carrington Meadows. Subject to the above rights of the Committee, the development of each lot must conform to the Site Grading Plan approved as part of the general Carrington Meadows plat approval granted by the appropriate governmental bodies. The owners of lots in Carrington Meadows are required to maintain the drainage concepts present in the Site Grading Plan, or as approved by the Architectural Control Committee.
6. In all instances where plans and specifications are required to be submitted to and approved by the Architectural Control Committee if, subsequent to receiving such approval, there shall be any variance from the approved plans and specifications in the actual construction or location of the improved improvement without the written consent of the Architectural Control Committee such variance shall be deemed a violation of these restrictions.
7. The Architectural Control Committee shall have twenty (20) days to accept or reject the plans and specifications, and if no action is taken within twenty (20) days, the plans and specifications shall be considered approved.

ARTICLE III

Carrington Meadows Homeowners Association

1. The Owners of lots in Carrington Meadows and all persons, who hereafter acquire title to such lots, shall be members of the Carrington Meadows Homeowners Association, hereinafter called the "Association". Each member of the Association other than Developer shall be entitled to one vote in the Association for each lot, which he or she shall own. When more than one person holds an ownership interest in any lot, all persons holding such ownership interest shall be members of the Association and in such event the vote for such lot shall be exercised as the owners among themselves determine, but in no event shall

2.01

2.12

more than one vote be cast with respect to any lot. Where a vote is cast by one of one or more owners of any lot, the Association shall not be obligated to look to the authority of the member casting the vote. So long as Developer shall hold title to any lot in Carrington Meadows, Developer shall be entitled to ten (10) votes for each lot owned by it.

2. Notwithstanding the provisions of paragraph 1 hereof and any designation of "Private Common Area" or "Recreation Site" on any proposed or preliminary plat of possible future phases of the subdivision of Carrington Meadows, neither the Association nor any owner of any lot shall have any ownership interest in or any right to control the use or development of any such "Private Common Area" or "Recreation Site" unless and/or until Developer shall convey such "Private Common Area" or "Recreation Site" to or for the benefit of the Association. Developer, by its execution and recording of these Restrictions and the platting of Carrington Meadows does not represent or warrant and shall not be obligated to convey any such "Private Common Area" or "Recreation Site" to or for the benefit of the Association or to file any final plat of any possible future phase or plat of the subdivision of Carrington Meadows containing any such "Private Common Area" or "Recreation Site"

ARTICLE IV

MASTER ASSOCIATION

1. Membership: Every owner, including the Developer, shall be a member of the Master Association, and by acceptance of a deed or other instrument evidencing ownership interest each owner accepts membership in the Master Association, acknowledges the authority of the Master Association as herein stated, and agrees to abide by and be bound by the provisions of this Declaration and other rules and regulations of the Master Association: In addition to the foregoing the family guests, invitees, and tenants of said owners shall, while in or on the property abide and be bound by the provisions of the Declaration and the rules and regulations of the Association.
2. Functions of Master Association: The Master Association shall have the following powers:
 - A) To use and enjoy Carrington Park North and Carrington Park South.
 - B) To improve, maintain, and enjoy Carrington Park North and Carrington Park South as well as the two Main Entrances located on M-50 and Carrington Boulevard, and M-50 and St. James Park Avenue. The Master Association shall keep these areas in good, clean, attractive, and sanitary conditions, order and repair.
 - C) Taking any and all actions necessary to enforce all covenants, conditions, and restrictions affecting the areas described in 2. B above, and to perform any of the functions or services delegated to the individual homeowner's associations in any covenants, conditions, or restrictions applicable to the areas described in 2.B above.

- D) Adopting, publishing, and enforcing such Rules and Regulations as the Master Association deems necessary with regard to A, B, and C above.
- E) The Master Association shall be obligated to accept any and all conveyances to it by the Developer of fee simple title, easements or leases to open space, Parks, Lakes or Common Property.

ARTICLE V

Assessments of Owners

1. Each and every lot and lot owner in Carrington Meadows shall be subject to an annual assessment in such amount as may be annually determined by the Association. The annual assessments for each calendar year shall be determined by the Association prior to the end of the preceding calendar year and shall be payable to the Association on or before the first day of Jan. of each calendar year for such calendar year. The Association shall have a perpetual lien upon the residential lots in Carrington Meadows to secure the payment of the annual assessment and each such assessment shall also be the personal-obligation of the owner or owners of each residential lot at the time when the assessment fell due. Each annual assessment shall become a lien against each residential lot on the first day of the year in which it is due and shall be prorated between the owners of parts of lots in accordance with the proportion which the area of each part of a lot to which each owner holds legal title bears to the total area of the lot against which the annual assessment is made. In default of the payment of the annual assessment within sixty (60) days of its due date, the lien for said charge may be recorded by filing in the Monroe County Register of Deeds Office a "Notice of Lien" in substantially the following form which shall be recorded in the lien records of said Register's office:

NOTICE OF LIEN

Notice is hereby given that the Carrington Meadows Homeowners' Association claims a lien for unpaid annual assessments for the years in the amount of \$ _____ Against the following described premises:

(Insert Legal Description)

CARRINGTON MEADOWS
HOMEOWNERS' ASSOCIATION

By: _____

President

STATE OF MICHIGAN)

) Ss:

COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this _____ day of _____
 19____, by _____ President of Carrington Meadows. Homeowners'
 Association, a Michigan Corporation, on behalf of the Corporation.

Notary Public

Monroe County, Michigan

My Commission Expires: _____

In the event any of said annual assessments are not paid when due, the Association may, when and as often as such delinquencies occur, proceed by process of law to collect the amount when due by foreclosure of said lien, or otherwise, and in such event, shall be entitled to recover and have and enforce against each lot a lien for its costs and expenses in that behalf, including attorney fees. No owner may waive or otherwise escape liability for the annual assessments provided for herein by non-use of the common areas or facilities or by abandonment of his lot. The lien of the 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 foreclosure of a first mortgage shall extinguish the lien of such assessment 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.

2. The aforesaid annual assessments shall be levied against all lots in Carrington Meadows except for any lots owned or leased by the Association for the common use and enjoyment of the owners of lots in Carrington Meadows. The aforesaid assessments shall be applied only toward payment of the following costs and expenses:

- (a) for the construction, improvement, maintenance, alteration and removal of all lands and easements and facilities thereon which may be designated for the common use and enjoyment of the owners of lots in the Carrington Meadows, including, but not limited to, the construction, improvement, maintenance, alteration and removal of playground areas, swimming pools tennis courts, paddle ball courts lakes, bridges dams, drainage channels, pathways, parks, boulevard areas, roadways and streets, and including the employment of personnel to maintain, guard and police the same;
- (b) For the cost of collecting assessments, the expense of maintaining the Association, and for any and all other purposes which the Association may determine from time to time to be for the general benefit of the owners of lots in Carrington Meadows.

Such annual assessments may be increased, decreased, or adjusted from year to year by the Association as the interests of the lot owners in Carrington Meadows may, in its judgment; require. The Association shall exercise its discretion and judgment as to the amount of its funds to be expended in connection with each of the purposes for which its funds are collected, and its discretion in reference thereto shall be binding upon all interested parties. Upon demand of any lot owner and after payment of a reasonable charge therefor the secretary or treasurer of the Association shall promptly issue a certificate setting forth whether all assessments have been paid for such owner's lot, and, if not, the total amount of any unpaid assessments. Any such certificate stating that all assessments have been paid shall be conclusive evidence of such payment.

ARTICLE VI

Easements

The Developer reserves the exclusive right to grant consents, easements and rights of way for the construction, operation and maintenance of electric light, telephone and telegraph poles, wires and conduits including underground facilities, on, over below, or under all of the areas designated as "Easement", "Utility Easement", "Drainage Easement", or with words of similar import, on the plat of Carrington Meadows, and along and upon all highways now existing or hereafter established and abutting all the lots in Carrington Meadows. The Developer also reserves the right to go upon or permit any public or quasi-public utility company to go upon the lots in Carrington Meadows from time to time to install, maintain and remove such equipment, and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment. No structures, or any part thereof, shall be erected or maintained over or upon any part of the areas designated as "Easement", "Utility Easement", "Drainage Easement", or with words of similar import, upon the plat of Carrington Meadows. The term "structures" as used in the foregoing portion of this paragraph shall include those structures in the nature of houses, garages other buildings and swimming pools, but shall not include lot improvements such as driveways and fences. No owner of any lot in Carrington Meadows shall have the right to reserve or grant any easements or rights of way upon or over any of the lots in Carrington Meadows without the prior written consent of the Association.

ARTICLE VII

Duration of Restrictions, Amendments

1. These covenants and restrictions shall run with the land and shall be binding upon, and a benefit to the Developer and all persons claiming under or through the Developer until the first day of January, 2000, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years.
2. These covenants and restrictions may be amended prior to January 1, 2004 with the written approval of the then owners of not less than-One-thirds (2/3) of the lots in Carrington Meadows which amendment shall become effective from and after the filing with the Monroe

County Register of Deeds Office of an instrument stating the amendment and signed by all approving lot owners with the formalities required by law, provided that for so long as the Developer retains fee ownership of any lot in Carrington Meadows or of any land contiguous to any lot in Carrington Meadows, no such amendment shall be effective unless the Developer, or its successors and assigns, joins in the execution of the amending instrument. These covenants and restrictions may be terminated as of January 1, 2004 and may be amended or terminated thereafter with the written approval of the owners of not less than one-half (1/2) of the lots in Carrington Meadows upon the filing of an instrument as aforesaid with the Monroe County Register of Deeds Office, provided that for so long as the Developer retains fee ownership of any lot in Carrington Meadows or of any land contiguous to any lot in Carrington Meadows, no such amendment shall be effective unless the Developer, or its successors and assigns, joins in the execution of the amending instrument.

ARTICLE VIII

Enforcement of Restrictions, Other Matters

1. Any violation or attempt to violate any of the covenants or restrictions herein while the same are in force shall be unlawful. The Developer, the Architectural Control Committee, the Association, or at least One (2) owners of lots in Carrington Meadows may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such covenant or restriction to prevent him or them from so doing, to cause the removal of any violation and/or to recover damages for such violation or attempted violation.
2. Invalidation of any of the restrictions and covenants herein contained by judgment or court order or amendment hereof by act of the owners of lots in Carrington Meadows shall not affect any of the other provisions contained in this Declaration of Restrictions, which shall remain in full force and effect.
3. All transfers and conveyances of each and every lot in Carrington Meadows shall be made subject to these covenants and restrictions.
4. Any notice required to be sent to any owner of a lot in Carrington Meadows, or to the Developer, or the Architectural Control Committee, or to the Association, shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as such owner or to the Developer, or to the Association, or to any member of the Architectural Control Committee as such address appears on the applicable public records or on the records of the Architectural Control Committee.
5. The rights, privileges and powers granted by this Declaration of Restrictions to, and/or reserved by, the Developer shall be assignable and shall inure to the benefit of the successors and assigns of the Developer.

6. Developer for so long as it owns a lot in Carrington Meadows, shall have the right to construe and interpret these restrictions, and its constructions or interpretation, in good faith, shall be final and binding as to all persons and property benefited or bound by such restrictions.
7. No owner of any lot in Carrington Meadows shall subdivide the same or convey less than the whole of any lot without first obtaining the written consent of the Architectural Control Committee.
8. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.
9. Each lot owner, by acceptance of a deed to a lot in Carrington Meadows agrees and consents and shall be deemed to agree and consent that if, in the opinion of the Architectural Control Committee the shape of, dimensions, number of structures or topography of the lot upon which a building or improvement is proposed to be made, is such that a strict construction or enforcement of the building lines as shown on the plat of Carrington Meadows, or of the yard requirements stated herein or of any other provisions of these reservations and restrictions would work a hardship, the Architectural Control Committee may, in writing, modify these restrictions as to such lots so as to permit the erection of such building or the making of the proposed improvements. Developer shall not be limited in its exercise of its aforesaid right to modify these reservations and restrictions by reason of the fact that it may be the owner and/or builder for whose benefit such modification is granted.
10. In the event of a material change in conditions or circumstances from those existing at the time these restrictions are adopted which would cause the enforcement of these restrictions to become a hardship upon any of the owners of lots in Carrington Meadows, or which would cause such restrictions to cease being beneficial to the owner of such lots, Developer, after giving written notice given by mail to the fee owners of all lots in Carrington Meadows, and after receiving the written approval of the holders of record fee title to seventy-five percent (75%) or more of the lots in Carrington Meadows, may modify these restrictions so as to remove the hardship, or make the restrictions such AS to be beneficial to all lot owners. The provisions of this Item 10 shall not be construed as a limitation upon the right of the Architectural Control Committee to modify the provisions of this Declaration of Restrictions as provided in Item 9 above nor shall it limit the provisions of Article VI hereof.
11. Wherever used herein, the term "structure" shall mean and refer to any thing or device (other than trees, shrubbery which is less than One (2) feet high if in the form of a hedge, and landscaping) the placement of which upon any lot may affect the appearance of such lot, including by way of illustration and not limitation, any building, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, clothesline, radio or television antenna, fence, curbing, paving, wall, hedge more than One (2) feet in height, signboard or any temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such lot. "Structure" shall also mean and refer to (i) any excavation, fill, ditch, diversion, dam, or other thing or device which affects or alters the natural flow of surface waters from, upon or across any lot, or

which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any lot, and (ii) any change in the grade of any lot of more than six (6) inches from that existing at the time of purchase by an owner.

12. No above ground swimming pool shall be installed on any lot nor shall any other swimming pool be installed in Carrington Meadows, until the plans, specifications and a plot plan showing the location of such addition or swimming pool shall have been approved in writing by the Architectural Control Committee.
13. The location of any and all driveways shall remain as now established upon any lot, or, if not now established, shall be determined by the Architectural Control Committee in writing at the time of approval of the plans and specifications for said dwelling. No driveway shall be located, relocated or suffered to remain upon any lot in Carrington Meadows Plat, except as now located or determined in writing by the Architectural Control Committee. Complete specifications for construction of any driveway shall be submitted to the Architectural Control Committee and its approval thereof endorsed therein in writing.
14. No basketball backboard shall be erected or attached to the front of any dwelling or garage or beyond the building line as set forth on the plat, and all such basketball backboards wherever erected shall be approved by the Architectural Control Committee.
15. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of any lot.
16. The Architectural Control Committee shall have the exclusive right to determine the location, color, size, design, lettering and standards and brackets of all mail and paper delivery boxes, and the location, size, type and species of trees and/or shrubbery planted between the sidewalk and street curb in order that all such areas of Carrington Meadows be strictly uniform in appearance with respect thereto. The owner of a residential lot shall maintain the mailbox and/or paper delivery box and replace when necessary with a mailbox and/or paper delivery box of similar type, look and quality.
17. Sidewalks, if required by Monroe Charter Township, must be installed by the lot owner at the lot owner's expense at the time of construction of a dwelling on said lot, unless earlier required by the Township, in which event they must be installed when required by Monroe Charter Township. The sidewalks must be constructed and installed according to Township specifications.
18. If required by Monroe Charter Township or the Michigan Department of Natural Resources, trees in the required amount, type, location, and size, must be installed by the lot owner, at the lot owner's expense, along the street bordering the lot owner's lot, whether required on the lot or within the street right-of-way, no later than the deadline imposed by the authority requiring said trees, or if there is no deadline imposed, then within sixty (60) days of the trees first being required, unless weather would not permit planting, in which case, the trees must be planted within twenty (20) days of the first day weather permits planting.

19. If the sidewalks or trees, if required, are not properly or timely installed, either the Developer or the Association has the authority, but not necessarily the obligation to properly install the sidewalks and trees and charge a reasonable fee to the lot owner. If the lot owner fails to pay the fee, the fee shall be added to the next annual assessment affecting the lot and collected accordingly. If added to the assessment, the highest legal rate of interest shall accrue on the fee from the date of billing to the date of payment. Any fees and interest collected shall be paid to the Developer or Association proportionate to the amount billed by said Developer and Association. Monroe Charter Township shall have the authority to withhold a building permit affecting the lot if any required sidewalk or tree has not been properly installed.
20. Developer intends to plat: certain contiguous land which is part of the Parent Parcel, and may plat certain contiguous land not part of the Parent Parcel, and in that event, Developer may elect to add the new lots and lot owners to the Association, and to be subject to the same Architectural Control Committee. To so expand the Association membership, and to subject the new lots and lot owners to the same Architectural Control Committee, the Developer may record the appropriate instruments, amending or otherwise.

IN WITNESS WHEREOF, Carrington Golf Club Development Company, the Developer herein, acting by and through its duly authorized general partners, has caused this Declaration of Restrictions to be executed on its behalf this 26th day of March, 1998.

Signed and Acknowledged
In the Presence of:

CARRINGTON GOLF CLUB
DEVELOPMENT COMPANY, a Michigan
General Partnership

Marjorie M. Hedges
Marjorie M. Hedges

Marguerite M. Burkit
Marguerite M. Burkit

By: Nicholas T. Adrahtas
Nicholas T. Adrahtas
General Partner

By: Kostas T. Adrahtas
Kostas T. Adrahtas
General Partner

By: Secondo M. Fanolo
Secondo M. Fanolo
General Partner

By: William P. Michaud
William P. Michaud
General Partner

By: Bernard A. Sieg
Bernard A. Sieg
General Partner

STATE OF MICHIGAN)

) Ss:

COUNT OF MONROE)

The foregoing instrument was acknowledged before me this 26th day of March, 1998, by Nicholas T. Adrahtas, Kostas T. Adrahtas, Secondo M. Fanolo, William P. Michaud, and Bernard A. Sieg, as General Partners of Carrington Golf Club Development Company, a Michigan General Partnership, on behalf of the partnership.

Marjorie M. Hedges
Notary Public Marjorie M. Hedges
My commission expires: 10-13-2000

Michaud Real Estate
1255 S. Telegraph
Monroe, MI 48161

Exhibit A:

LAND IN THE TOWNSHIP OF MONROE, MONROE COUNTY, MICHIGAN
DESCRIBED AS:

CARRINGTON MEADOWS

BEING PART OF PRIVATE CLAIM 436 AND PRIVATE CLAIM 612, TOWN 6 SOUTH, RANGE 8 EAST, MONROE TOWNSHIP, MONROE COUNTY, MICHIGAN, AND BEING OF PART OF LOT NO. 22 OF SUPERVISOR'S PLAT NO. 1 (AS RECORDED IN LIBER 8 OF PLATS, PAGES 29 - 35, MONROE COUNTY REGISTER OF DEEDS OFFICE) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 3/4" PINCHED PIPE AT THE EAST LINE OF PRIVATE CLAIM 612 AND WEST LINE OF PRIVATE CLAIM 431 (23'+/- S23°W OF THE SOUTH TOP OF BANK OF THE RIVER RAISIN) THENCE SOUTH 23°56'05" WEST 718.54 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF SOUTH CUSTER ROAD AS RECORDED IN SAID SUPERVISOR'S PLAT NO. 1 AND BEING THE NORTHEAST CORNER OF SAID LOT 22 FOR A POINT OF BEGINNING.

THENCE SOUTH 23°56'05" WEST 503.78 FEET ALONG THE EAST LINE OF LOT 22 AND THE WEST LINE OF LOTS 23 AND 24 OF SAID SUPERVISOR'S PLAT NO. 1 ALSO THE COMMON LINE OF PRIVATE CLAIMS 612 AND 431;

THENCE NORTH 80°53'11" WEST 184.80 FEET TO A POINT ON CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT 36.79 FEET,
HAVING A DELTA OF 08°06'25", A RADIUS OF 260.00 FEET, AND A CHORD
BEARING AND DISTANCE OF NORTH 11°45'42" WEST 36.76 FEET;

THENCE NORTH 15°48'55" WEST 39.77 FEET TO A POINT ON CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT 60.89 FEET,
HAVING A DELTA OF 14°05'36", A RADIUS OF 247.53 FEET, AND A CHORD
BEARING AND DISTANCE OF SOUTH 83°05'50" WEST 60.73 FEET;

THENCE SOUTH 15°48'55" EAST 49.18 FEET TO A POINT OF CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT 63.51 FEET,
HAVING A DELTA OF 18°11'36", A RADIUS OF 200.00 FEET, AND A CHORD
BEARING AND DISTANCE OF SOUTH 06°43'07" EAST 63.24 FEET;

THENCE NORTH 89°40'31" WEST 142.82 FEET;

THENCE SOUTH 21°18'53" WEST 44.07 FEET;

THENCE SOUTH 88°00'12" WEST 212.47 FEET;

THENCE SOUTH 23°52'32" WEST 193.72 FEET;

THENCE SOUTH 20°19'23" EAST 416.60 FEET;

THENCE SOUTH 05°24'25" EAST 56.18 FEET;

THENCE SOUTH 21°31'34" WEST 126.79 FEET;

THENCE SOUTH 35°59'20" WEST 81.80 FEET TO A POINT ON CURVE;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT 595.94 FEET,
HAVING A DELTA OF 46°46'25", A RADIUS OF 730.00 FEET, AND A CHORD
BEARING AND DISTANCE OF SOUTH 15°29'40" WEST 579.53 FEET;

THENCE NORTH 40°05'07" WEST 61.23 FEET TO A POINT ON CURVE;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT 521.14 FEET,
HAVING A DELTA OF 44°33'56", A RADIUS OF 670.00 FEET, AND A CHORD
BEARING AND DISTANCE OF NORTH 15°35'47" EAST 508.10 FEET;

THENCE SOUTH 83°17'03" WEST 213.85 FEET;

THENCE SOUTH 66°09'57" WEST 187.91 FEET;

THENCE SOUTH 83°46'45" WEST 84.88 FEET;

THENCE NORTH 74°52'23" WEST 155.14 FEET;

THENCE NORTH 66°48'04" WEST 74.93 FEET TO THE INTERSECTION WITH
THE EAST LINE OF CARRINGTON FARMS PLAT ONE (AS RECORDED IN LIBER 15 OF
PLATS, PAGES 81-86 MONROE COUNTY REGISTER OF DEEDS OFFICE);

THENCE NORTH 23°52'32" EAST 2019.70 FEET ALONG SAID EAST LINE
CARRINGTON FARMS PLAT ONE AND THE EXTENSION THEREOF TO THE INTERSECTION
WITH THE SAID SOUTH LINE OF SOUTH CUSTER ROAD;

THENCE SOUTH 59°19'13" EAST 891.03 FEET ALONG SAID SOUTH LINE
SOUTH CUSTER ROAD AND THE NORTH LINE SAID LOT 22 TO THE POINT OF BEGINNING