
Cornerstone Village General Information Booklet

Section 3.

Declaration of Covenants
Easements & Restrictions

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**DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS
FOR CORNERSTONE VILLAGE SUB. NO. 1**

This Declaration of Covenants, Easements and Restrictions ("Declaration"), made as of the 3rd day of MARCH, 1999, by Cornerstone Village Associates, a Michigan co-partnership, whose address is 37020 Garfield Road, Suite T-1, Clinton Township, Michigan 48036 ("Declarant"), is based upon the following:

A. Declarant is the owner of and has developed a certain parcel of land located in Macomb Township, Macomb County, Michigan, as a single-family residential development, being more particularly described as:

Lots 1 through 102, both inclusive, Cornerstone Village Sub. No. 1, according to the Plat thereof recorded in Liber 133, Pages 37 through 46, both inclusive, of Plats, Macomb County Records (the "Subdivision").

B. Declarant recorded a Declaration of Restrictions for Flood Plain Requirements for Cornerstone Village Sub. No. 1 in Liber 8554, Pages 748 through 750, Macomb County Records.

C. Declarant desires to impose and subject the Subdivision to certain covenants, restrictions, easements, obligations, charges, and liens, all as more particularly hereinafter set forth, each and all of which are for the benefit of the Subdivision and each Owner, as herein defined, of a Lot, as herein defined, in order to, (i) preserve and enhance property values and amenities in the Subdivision, (ii) insure the most beneficial development of the Subdivision as a single-family residential area, (iii) prevent any use within the Subdivision which might tend to diminish the valuable or pleasurable enjoyment thereof, (iv) assure the harmony, attractiveness, and utility of the Subdivision, (v) regulate the use of the Subdivision, and (vi) establish and define certain rights relative to the Subdivision.

D. Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the Subdivision, to create the Association, as herein defined, as a legal entity to (i) own, maintain, preserve, and administer the Common Area and any other areas now or hereafter owned or administered by the Association (as hereinafter defined), and such landscaping,

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facilities, and amenities that may be constructed thereon or used therein, (ii) collect and disburse the assessments and charges hereinafter created, and (iii) promote the recreation, health, safety, and welfare of the residents in the Subdivision.

E. It is the purpose and intention of this Declaration that all of the Lots shall be conveyed by Declarant subject to the covenants, restrictions, obligations, easements, charges, and liens set forth in this Declaration in order to (a) establish a general plan of uniform restrictions with respect to the Subdivision, (b) insure the purchasers of Lots the use of their Lots for attractive residential purposes, (c) secure to each lot owner the full benefit and enjoyment of his residence, and (d) preserve the general character of the neighborhood within the Subdivision.

Now, therefore, Declarant hereby publishes, declares, and makes known to all intending purchasers and future owners of the Lots within the Subdivision, that the Subdivision, and all of the Lots therein, will and shall be used, held occupied, sold, and conveyed expressly subject to the following conditions, restrictions, easements, covenants, and agreements, which shall be incorporated by reference in all deeds of conveyance and contracts for the sale of any of the Lots, and which shall run with the land (the Subdivision and all of the Lots therein) and shall be binding upon and inure to the benefit of all parties having any right, title, or interest in the Subdivision, or any part thereof, and their heirs, personal representatives, successors, and assigns, and on all grantees of all individual Lots in the Subdivision and on their respective heirs, personal representatives, successors, and assigns for the time and in the manner specified herein.

ARTICLE I

DEFINITIONS

The following terms have the following respective meanings when used in this Declaration, and the singular shall include the plural and vice versa, unless the context requires otherwise:

Section 1. Association. "Association" means Cornerstone Village Subdivision Association, a Michigan nonprofit corporation, its successors and assigns.

Section 2. Common Area. "Common Area" shall mean those areas of land within the Subdivision (including the improvements thereto) now or hereafter owned or administered by the Association for the common use, benefit, and enjoyment of the Owners.

Section 3. Declarant. "Declarant" means Cornerstone Village Associates, a Michigan co-partnership, its successors and assigns.

Section 4. Declaration. "Declaration" shall mean this Declaration of Covenants and Restrictions for Cornerstone Village Sub. No. 1, as recorded in the Office of the Macomb County Register of Deeds, State of Michigan.

Section 5. Lot. "Lot" means (a) any numbered lot shown on the recorded plat of the Subdivision, (b) any building site resulting from the combination of Lots, and (c) any building site resulting from a proper and approved lot split of any Lot.

Section 6. Member. "Member" means those persons entitled to membership in the Association, as provided in this Declaration; provided, however, that for the purposes of voting in Association matters there shall be deemed to be only one (1) Member for each Lot.

Section 7. Owner. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot, or the land contract purchaser thereof, but excluding those having any interest merely as security for the performance of an obligation.

ARTICLE II

ESTABLISHMENT AND DEDICATION

Section 1. Establishment of Non-Profit Corporation. There is hereby established an association of Owners of Lots 1 through 102, both inclusive, of Cornerstone Village Sub. No. 1, to be known as the Cornerstone Village Subdivision Association. The Association shall be organized within ninety (90) days after the date the plat of Cornerstone Village Sub. No. 1 has been recorded at the Office of the Register of Deeds for Macomb County, Michigan. The Association shall be organized as a nonprofit corporation for a perpetual term under the laws of the State of Michigan and shall have such powers as are enumerated in this Declaration, as well as those set forth in the articles of incorporation and corporate by-laws for the Association.

Section 2. Dedication of Common Area. The Declarant hereby agrees to dedicate and convey to each Owner of a Lot a right and easement of enjoyment in and to the Common Areas and hereby covenants that it will convey the Common Areas to the Association. Title to the Common Area shall vest in the Association subject to the rights and easement of enjoyment in and to such Common Area by the Owners. Said easement of enjoyment shall not be personal, but shall be considered to be appurtenant to the Lots and shall pass with the title to the Lots whether or not specifically set forth in the deeds of conveyance of the Lots.

Section 3. Recreational Facilities. The Declarant may, in its sole discretion, construct various amenities including, but not limited to, a swimming pool, club house and/or bath house,

bus shelters, basketball court, inline skating rink, and/or playground equipment, if any, (hereinafter called the "Recreational Facilities") and hereby reserves the right to do so anywhere within the Common Areas of the Subdivision. Declarant shall pay the costs of such Recreational Facilities, if and when constructed. If and when constructed, all Owners in Cornerstone Village Sub. No. 1 (and any other Subdivisions annexed in the future) shall thereafter contribute to the maintenance, repair and replacement of the Recreational Facilities as an expense of administration of the Association as set forth below. Declarant has no obligation to construct such Recreational Facilities or include the same in the Subdivision except pursuant to its discretionary election to do so. Final determination of the size, design, layout and location of such Recreational Facilities, if constructed, will be at the sole discretion of the Declarant.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. The right and easement of enjoyment of each Owner in and to the Common Area shall be subject to the following prior rights of the Association:

(a) The right of the Association to suspend the voting rights and right to use the Common Area by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days per infraction for any infraction of its published rules and regulations; and

(b) The right of the Association to levy assessments, as set forth in Article V hereof.

(c) The right of the Association to establish rules and regulations concerning the use of the Common Areas and any Recreational Facilities contained therein.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the by-laws, his right of enjoyment to the Common Area and facilities, if any, to the members of his family, his tenants, or purchasers who reside on his Lot.

Section 3. Miller Drain and Nicol Drain Easement. No fences, pools or other permanent structures shall be allowed within the Miller Drain and Nicol Drain easements.

Section 4. Future Easement for Subdivision Entrance Sign and Landscaping. If the area of land along 22 Mile Road is platted and included in this Declaration, landscape easements will be created over the Lots located along 22 Mile Road and the following language will apply to the landscape easement:

In the event the Association shall, at any time, fail to maintain the Landscape Easement, in accordance with the approved landscape plan, then, Macomb Township ("Township") is authorized to enter the Landscape Easement to maintain the same. The Township shall serve notice by first-class mail to the owner(s), appearing on the Township tax rolls, of each lot in the subdivision. The notice shall include a demand that deficiencies in the maintenance be cured within thirty (30) days thereof and notify the owners of the date, time, and place of a public hearing before the Township Board of Trustees or such other boards or body of officials to whom the Township may delegate such responsibility. The hearing shall be held within fifteen (15) days of the notice. At the hearing the Township may modify the terms of the original notice of deficiencies in maintenance and may grant an extension of time within which the deficiencies shall be cured. If the deficiencies, set forth in the original notice or in the modification thereof, are not cured within thirty (30) days or any extensions of time granted at the hearing, the Township, in order to eliminate and cure the deficiencies in the operation and maintenance of the Landscape Easement, may enter upon the property and maintain the Landscape Easement for a period of up to one (1) year. Maintenance of the Landscape Easement by the Township shall not constitute a taking of the Landscape Easement nor vest in the public any additional right to use the same.

Within sixty (60) days prior to the expiration of the aforesaid one (1) year period, that the Landscape Easement is under the control and jurisdiction of the Township, a majority of the lot owners or the Association may request another public hearing be held or the Township may call another public hearing upon notice in the same manner as set forth above. At the hearing the Association or lot owners shall show cause why maintenance by the Township shall not continue for a succeeding one (1) year period. If the Township shall, reasonably, determine that the Association and/or lot owners are ready, willing, and able to maintain the Landscape Easement, the Township shall cease to operate and maintain the Landscape Easement at the end of said year. If the Township shall reasonably determine that the Association or lot owners are not ready, willing, and able to maintain the Landscape Easement during the next succeeding year, then subject to a similar public hearing and determination in each successive year thereafter, the Township may continue to enter upon and maintain said Landscape Easement.

Should deficiencies in the maintenance of the Landscape Easement be determined by the Township to constitute an impending danger to health, safety, and welfare of the public, or a public, or private nuisance, the Township shall have the right to take immediate correction action and summarily abate such danger or nuisance.

The Association and/or lot owners shall hold harmless,

defend, and indemnify the Township from any and all claims, demands, costs, expenses, including attorney fees, and judgments, whatsoever, which may arise from the Township's maintenance of the Landscape Easement.

The actual costs and expenditures, including administration expenses and attorney fees, incurred by the Township as a result of its maintenance of the Landscape Easement or the immediate abatement of an impending danger or nuisance in relation thereto, shall be at the expense of the Association or the lot owners and such costs and expenditures shall be assessed against the lots in the subdivision and become due, collected and returned for no-payment in the same manner and at the same time as ad valorem property tax levies of the Township.

The Township, at its option, shall be subrogated to any rights the Association may have in this Declaration for the imposition of assessments and the collection thereof in relation to the Landscape Easement.

The maintenance provisions contained in this Article, or section, shall not be amended in any way without the prior written consent of the Macomb Township Board of Trustees.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot shall be a Member of the Association. Membership in the Association is, and shall be, appurtenant to, and may not be separated from, ownership of any Lot. Notwithstanding the foregoing, the termination of any person's ownership interest in any Lot, and the consequent termination of such person's membership in the Association, shall not relieve such person from any debt or obligation attributable to such Lot which accrued or arose during the period such person was an Owner of such Lot.

Section 2. Voting Rights. The Association shall be two (2) classes of membership, being Class A and Class B, as follows:

(a) Class A membership shall be voting, and Declarant shall be the only Class A Member.

(b) Each Owner of a Lot other than the Declarant shall be a Class B Member.

(c) Class B membership shall be non-voting until the Transfer Date specified in Subsection 2(d) below, at which time all Owners (including Declarant) shall be entitled to vote on a one vote per lot basis (regardless of the number of Owners of any Lot).

(d) Declarant shall have the sole vote in the Association, and the consequent right to appoint the Board of Directors of the Association (the "Board"), until such date (the "Transfer Date") as shall be the earlier to occur of (i) ninety-five percent (95%) of the lots in (A) the Subdivision, and (B) every subdivision of land which in the future is subjected by Declarant to this Declaration in accordance with Article X, Section 4 of this Declaration, shall have been sold (as evidenced by delivery of a deed for such lots to the Lot purchaser) to Owners other than builders purchasing for resale in the ordinary course of their business, (ii) five (5) years after the date of recording of the plat of the Subdivision at the Office of the Register of Deeds for Macomb County, Michigan, or (iii) such earlier date as may hereafter be designated in writing by Declarant.

(e) From and after the Transfer Date described in Subsection 2(d) above, Class B Members of the Association shall have the voting rights described in Subsection 2(d) above, and thereafter, the Board shall be elected by the combined vote of the Class A and Class B Members (in each case, voting on a one vote per Lot basis).

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a 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: (a) annual general assessments or charges, and (b) special assessments, which assessments shall be established and collected as hereinafter provided. The general and special assessments, together with interest thereon, late payment fees, and collection costs, including reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest thereon, late payment fees, and costs of collection thereof, including reasonable attorneys' fees, shall also be the personal obligation of the person(s) who was (were) the Owner of such lot at the time the assessment fell due.

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 Subdivision and any future subdivisions subjected to this Declaration, and in particular for (a) the improvement and maintenance of the Common Area, and the landscaping, facilities, or amenities constructed thereon or used therein, including, without limitation, if any, storm sewers (to the extent located outside of the road rights-of-way maintained by the County or Township), greenbelts (and berms and irrigation systems located within green-

belts), landscaped traffic islands and cul-de-sacs, if any, located within the Subdivision, and subdivision entrance areas (including, without limitation, entrance monuments, entrance monument lighting, signs, landscaping, walls, and irrigation systems, , (b) the payment of water and electric bills associated with the foregoing, (c) planting and maintenance of trees, shrubs and grass, (d) construction, operation, and maintenance of recreational facilities, if any, (e) providing community services, and (f) the protection of the Owners.

Section 3. Special Assessments. In addition to the annual assessments authorized above, the Association may levy against each Owner, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, replacement, or maintenance of any improvement upon the Common Area, if any, and other areas, facilities, and amenities which now or hereafter may be under the control of the Association, including, without limitation, those listed above in Section 2 of this Article, or for any other legal purpose desired by the Association, provided that any such special assessment shall have the approval of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for that purpose.

Section 4. Notice and Quorum or Actions Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 of this Article shall be sent to all Members not less than fifteen (15) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast thirty percent (30%) of the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Rate of Assessment. Both the general and the special assessments shall be set by the Board of Directors at a uniform rate for the Owners of all Lots and may be collected on a monthly, quarterly or an annual basis. The initial assessments shall be paid on a quarterly basis.

Section 6. Date of Commencement of Annual Assessments; Due Dates. An amount equal to one quarter of the annual assessment in advance shall be paid by the Initial Purchaser (Initial Purchaser means the first purchaser of a Lot from a builder) to the Association at the time of closing, as a non-refundable working capital contribution by the Purchaser. Also, the quarterly assessment shall be prorated and adjusted according to the date of closing and paid to the Association by the Initial Purchaser. The Board of Directors shall endeavor to fix the amount of the

annual assessment against each Lot and to establish the assessment due date at least thirty (30) days in advance of each annual assessment period. 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. A properly executed certificate of the Association as to the status of assessments on a Lot shall be binding upon the Association as of the date of its issuance.

Section 7. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid in full within thirty (30) days following its due date shall bear interest from the due date at a rate of seven percent (7%) per annum and shall be subject to a late payment fee equal to fifteen percent (15%) of the amount of the assessment to cover the cost of collection by the Association. In the event that the cost of collection, including attorneys' fees, exceeds fifteen percent (15%) of the amount of the assessment, the Association shall be entitled to collect the deficiency. The aggregate amount of the unpaid assessment, interest, late payment fee, and deficiency shall be a lien against the Lot corresponding to the unpaid assessment. The Association may bring an action at law against the Owner personally obligated to pay the assessment, interest, late payment fee, and deficiency, and may foreclose the lien against the Lot in the same manner that real estate mortgages may be foreclosed by action under Michigan law. 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 8. Exempt Property. All Common Area, if any, and all other property exempt from taxation by state or local governments and dedicated for public use shall be exempt from the assessments, charges, and liens created herein.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein on any Lot shall be subordinate to the lien of any first mortgage covering the Lot. Sale or transfer of any Lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of the assessments, but shall not extinguish the Owner's personal obligation for payment of assessments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment becoming due after such sale or from the lien thereof.

Section 10. Management Agent. The Board shall be permitted to retain the services of a management agent to aid them in administering and carrying out the purposes of the Association, and may utilize a portion of the Association assessments to pay such management agent a fee deemed reasonable by the Board.

ARTICLE VI

BUILDING AND USE RESTRICTIONS FOR THE SUBDIVISION

Section 1. Use of Lots.

(a) All lots shall be used for single-family residence proposes only, and no building of any kind whatsoever shall be erected, re-erected, moved, or maintained thereon except one private single-family residential dwelling house and permitted appurtenant structures, if any, on each Lot, as hereinafter provided, which dwelling shall not exceed two (2) stories in height. Such dwelling house shall be designed and erected for occupation by a single private family. A private architecturally related attached garage, for the sole use of the Owner or occupant of the Lot upon which said garage is erected, may also be erected and maintained, provided that said garage is in compliance with the requirements of Section 2 of this Article VI.

(b) Notwithstanding the limitations on uses set forth in Section 1(a) above, Declarant hereby reserves the right for itself, its agents or sales representatives, and/or any builder or builders designated by Declarant, to occupy and use any house or temporary building built on or moved onto any lot as a sales office for the sale of Lots and/or houses within the Subdivision.

Section 2. Improvement of Lots.

(a) No building or other structure shall be constructed, erected, or maintained on any Lot, nor shall any additions, changes, or alterations to any building or structure be made on any Lot (except interior alterations) unless and until the plans and specifications therefor shall have been submitted to and approved in writing by Declarant in the manner set forth in Paragraph 2(d) hereof.

(b) No deck, patio, swimming pool, fence, pool enclosure, or similar other devices and/or structures, whether or not attached to any dwelling, shall be constructed, erected, or maintained on any Lot unless and until the plans and specifications therefor shall have been submitted to and approved in writing by Declarant in the manner set forth in Paragraph 2(d) hereof.

(c) Any and all construction of the buildings, structures, and other items set forth in Paragraphs 2(a) and 2(b) hereof (collectively, the "Improvements") shall be diligently completed in accordance with the plans and specifications which are ultimately approved by Declarant. Copies of all plans and specifications, as finally approved, shall be delivered to Declarant for its permanent file.

(d) Any and all plans and specifications required pursuant to Paragraphs 2(a) and 2(b) hereof, or otherwise as provided in this Declaration, shall be prepared by a competent architect, and shall show the nature, kind, shape, height, materials, color scheme, and location of the Improvements to be constructed upon the subject Lot. Declarant shall have the right to refuse to approve any such plans or specifications which it determines, in its sole discretion, would not be suitable or desirable for aesthetic or other reasons or for no reason; and in so passing upon such plans and specifications, Declarant shall have the right to take into consideration the suitability of the proposed Improvements on the Lot upon which they are proposed to be erected, and the harmony as planned in view of the appearance from adjacent or neighboring properties. Declarant shall also have the right to specify the materials to be used in the construction of any Improvements on the Lots, and may require suitable screening of Improvements with adequate shrubs, landscape materials, and other modifications. It is understood and agreed that the purpose of this Paragraph 2(d) is to cause the Subdivision to develop into a beautiful, harmonious, private, residential area, and if any disagreement arises with respect to the provisions or applications of this Paragraph 2(d), the decision of Declarant shall control and be conclusive upon all parties.

(e) In the event Declarant fails to approve, conditionally approve, or disapprove any plans and specifications required to be submitted to Declarant pursuant to this Declaration within thirty (30) days from the date on which the same have been received by Declarant, then such approval will not be required as a condition precedent to construction of the Improvements set forth therein, provided that the plans and specifications (and all construction based upon such plans and specifications) (i) conform to the restrictions set forth in this Declaration and all applicable statutes, laws, ordinances, and regulations, including zoning laws, and (ii) are otherwise in harmony with the existing Improvements constructed on the Lots.

(f) No Lot may be divided, subdivided, or otherwise split or combined with any other lot except with the prior written consent of Declarant, and if so approved by Declarant only in compliance with the requirements of (i) Section 263 of the Michigan Land Division Act of 1967 (M.C.L.A. 560.101, et seq), as the same may hereafter be amended, or any replacement or successor statute thereto, and (ii) all applicable ordinances of Macomb Township and all other governmental authority(ies) having jurisdiction.

Section 3. Size and Character of Buildings.

(a) No dwelling shall be permitted on any Lot unless the living area thereof shall be not less than one thousand

four hundred (1,400) square feet in the case of a one (1) story dwelling, and not less than one thousand five fifty hundred (1,550) square feet in the case of a one and one-half story dwelling, and not less than one thousand six hundred (1,600) square feet in the case of a two story dwelling. All computations of square footage shall include the actual area within the outer surfaces of the exterior walls of the dwelling and shall be determined exclusive of basements (whether or not of the "walk-out" variety), garages, porches, terraces, breezeways, and other unenclosed or unheated areas.

(b) All dwellings constructed on the Lots shall include a private garage which shall be directly attached and architecturally related to the dwelling. Every garage shall provide space for at least two (2) automobiles. Carports are specifically prohibited in the Subdivision.

(c) No old or existing buildings may be moved onto any Lot, and no used materials (except reclaimed brick) may be used in the construction of any Improvements in the Subdivision.

(d) All dwellings shall have finished exteriors of brick, stone, Exterior Insulating Finishing System (hereinafter called "EIFS"), wood (which may be covered with vinyl) or a combination thereof and at least 70% of the exterior of the front of the first floor shall be brick, stone or EIFS. The exterior remaining sides and rear of all residences shall be brick or stone between the top of grade and the bottom of the first floor level. No used materials (except reclaimed bricks) may be used in the construction of any dwelling. No dwelling shall have a flat roof or roll type roof. No prefabricated, factory-built and/or modular homes shall be located on any Unit. All exterior paints, stains and material colors must be shown as a part of the plans submitted for approval and which must be approved by Developer; samples thereof shall be furnished to Developer

(e) Declarant, by appropriate instrument in writing may designate a person, firm, or corporation to perform such of its duties and obligations hereunder as it shall specify, which designation shall be revocable at the will, whim, or caprice of Declarant.

Section 4. Minimum Setback and Yard Requirements. No building or structure shall be erected on any lot nearer to any front, side, or rear lot line than is allowed by applicable zoning ordinances, as modified by any variance already obtained by Grantor prior to the date hereof with respect to the subdivision, or otherwise provided herein.

Section 5. Animals.

(a) No farm animals, livestock, poultry, or wild animals shall be kept, bred, or harbored on any Lot, nor shall any animals be kept or bred for commercial purposes. Only domesticated animals commonly deemed to be household pets may be kept on any Lot by the Owner and members of his household so long as such pets shall have such care so as not to be objectionable or offensive to others due to noise, odor, or unsanitary conditions.

(c) No Owner shall cause, nor shall he permit or suffer any occupant of any Lot which he owns, or his or their invitees or guests, to cause the molestation, harm or destruction of wild fowl or other wildlife on, in, or over any portion of his Lot. No Owner of a Lot shall use, nor shall he permit or suffer any occupant of any Lot which he owns, or his or their invitees or guests, to use any B-B guns, firearms, air rifles, pellet guns, bows and arrows, sling shots, or any other weapons on his Lot.

Section 6. Easements.

(a) Easements are reserved as shown on the plat of the Subdivision. The use of all or a part of such easements may at any time or times hereafter be granted or assigned by Declarant, its successors or assigns, to any person, firm, corporation, governmental unit, or agency which furnishes services or utilities for use in the Subdivision.

(b) Private easements for public utilities, greenbelts, and entrance signs have been granted and reserved on the plat of the Subdivision.

(c) No structure(s) of any kind or nature whatsoever shall be constructed, erected, maintained, or placed within any drainage, sedimentation, or storm water detention area, if any.

(d) No structure(s) of any kind or nature whatsoever shall be constructed, erected, maintained, or placed over or on any utility easement(s); provided, however, that after the utilities have been installed, the areas over such utility easement(s) may be seeded or sodded. All other planting or Lot line Improvements of any type over or on any easements shall be allowed only so long as they do not interfere with, obstruct, hinder, or impair the drainage plan of, or utilities in, the Subdivision, and so long as access be granted, without charge or liability for damages, for the maintenance of the utilities, underground drainage lines, underground facilities, and surface drainage swales, and/or for the installation of additional facilities.

Section 7. Prohibited Vehicles and Structures.

(a) No housetrailers, motor homes, commercial vehicles larger than 1 ton payload capacity as established by the manufacturer, trailers, cars under repair or restoration, boats, boat trailers, camping vehicles, pickup campers, camping trailers, trucks weighing in excess of two and one-half (2-1/2) tons empty, cube vans, flat bed trucks, utility body trucks and trucks equipped for snow plowing, may be parked on or stored on any street in the Subdivision or any Lot, unless stored fully enclosed at all times within an attached garage. Prohibited commercial vehicles and trucks shall not be parked or stored in the Subdivision, or on any Lot therein, except while making normal deliveries or pickups in the normal course of business.

(b) Trailers, tents, shacks, barns, sheds, dog kennels, basketball hoops, dog runs, and other out buildings of any kind or nature whatsoever, whether permanent or temporary, are expressly prohibited within the Subdivision, and no temporary occupancy or residence shall be permitted in unfinished residential dwellings.

(c) Antennae of any kind and satellite reception equipment (including, without limitation, so-called "ham radio towers" and "satellite dishes") which are visible from the exterior of any dwelling or located on any Lot are expressly prohibited in the Subdivision, except, satellite dishes no larger than 18 inches in diameter may be installed on the side or rear of the dwelling and in the rear yard area of the Lot with the prior written approval of Declarant.

(d) The provisions of this Section 10 shall not apply to Declarant or any builder which it may designate, during the construction period or during such periods as any dwelling may be used for model or display purposes.

Section 8. General Conditions.

(a) No Lot shall be used or maintained nor permitted to be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and the same shall not be kept on any Lot except in sanitary containers properly concealed from public view. Garbage containers shall not be left at the road for more than twenty-four (24) hours in any one week.

(b) No laundry shall be hung for drying on any Lot so as to be visible from outside of the dwelling constructed on the Lot.

(c) The grade, slope, and/or contour of any Lot shall not be changed without the prior written consent of Declar-

ant, Macomb Township, and all other governmental authorities having jurisdiction. This restriction is intended to prevent interference with the master drainage plan for the Subdivision.

(d) No "through the wall" or "through window" air conditioners may be installed on any wall of any building in the Subdivision.

(e) No outside compressors for central air conditioning units may be installed or maintained in such a manner so as to create a nuisance to the residents of adjacent dwellings.

(f) No above-ground pools shall be permitted.

(g) No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done on or around any Lot which may become an annoyance or nuisance to the neighborhood or the owners of any of the Lots in the Subdivision.

(h) Any debris resulting from the construction and/or the destruction by fire or otherwise, in whole or in part, of any dwelling or Improvements on any Lot shall be promptly removed (within forty-eight (48) hours of issuance of temporary or final certificate of occupancy, or final acceptance of any permit therefor by the appropriate governmental authority(ies), or the occurrence of such destruction, whichever occurs first) from such Lot in order to preserve the slightly condition of the Subdivision. Each Owner shall prevent their Lot(s), and any dwelling(s), structure(s), or other improvement(s) thereon from becoming unsightly or unkempt, or from falling into a state of disrepair.

(i) The size, color, style, location and other attributes of the mailbox for any residence shall be as specified by the Declarant, in order to ensure consistency and uniformity within the Subdivision.

Section 9. Sales Agency and/or Business Office. Notwithstanding anything to the contrary set forth elsewhere herein, Declarant and/or any builders which it may designate may construct and maintain on any Lot or Lots which they may select, a sales agency and a business office for the sale of any Lots and/or dwellings in the Subdivision, or in other lands owned by the Declarant, or may use said Lot or Lots for the construction of a model house or houses for such purposes, and Declarant and such designated builders may continue to do so until such time as all of the Lots in which Declarant or such designated builders have an interest are sold by them.

Section 10. Lease Restrictions. No Owner of any Lot shall lease and/or sublet less than the whole of any dwelling on any Lot. Any lease of an entire dwelling shall be subject to all of

the terms, covenants, provisions, and requirements hereof, including, without limitation, the provisions of Article VI, Section 1 hereof.

Section 11. Fences. No fence or wall of any kind shall be erected or maintained on any Lot, except fences of a common material and design as approved by the Declarant which shall be no larger than 4 feet in height. No permitted fence shall be located on the side or rear of any Lot which borders a Common Area. The location of fences for swimming pools on those Lots which border the Common Area shall be subject to the Declarant's prior written approval.

Section 12. Signs. No signs or billboards shall be placed, erected, or maintained on any Lot, except for one (1) professional quality sign of not more than six (6) square feet in size and not more than three feet (3') in height for the sole purpose of advertising the Lot and the Dwelling on the Lot for sale or rent.

All permitted signs must also be in compliance with the ordinances and regulations of Macomb Township and all other governmental authorities having jurisdiction with respect thereto. Such sign shall have been constructed and installed in a professional manner and shall comply with all ordinances of the City. All permitted signs shall be kept clean and in good repair during the period of its placement and maintenance on any Lot. The provisions of this Section 12 shall not apply to (a) such signs as may be installed or erected on any Lot by Declarant, or any builder which it may designate, during the construction period or during periods as any dwelling on any Lot may be used as a model or for display purposes, or (b) any Subdivision entrance sign(s).

Section 13. Landscaping.

(a) Upon the completion of a residence on each of the Lots, the owner thereof (and the word "owner", as used in this connection, is intended to mean the party who purchases a residence from the builder thereof, and each subsequent purchaser thereof) shall cause all portions of the lot to be finish-graded, seeded or sodded, and suitably landscaped on or before one hundred twenty (120) days after the completion of the dwelling, or by the next July 1 if the residence is completed between September 1 and May 1 of any year. All lawns and landscaping in the Subdivision (including any berm and landscaping areas) shall be of an aesthetically pleasing nature and shall be continuously and properly well maintained at all times. No statues may be placed in the front yard of any dwelling. It is the purpose of this Section 13 to cause the Subdivision to develop into a beautiful, harmonious, private residential area.

(b) Should any Owner fail to maintain the lawns, trees, berms, shrubbery, or other landscaping on his Lot in

good order and repair in accordance with "good property management", then Declarant or the Association may serve written notice upon the Owner setting forth the manner in which the Owner has so failed. In the event that the deficiency of maintenance, repair, or replacement stated in such notice is not cured within fifteen (15) days following the date of such notice, Declarant or the Association, as the case may be, shall be authorized and permitted to enter the Lot for the purpose of curing the deficiency. If, following the cure of the deficiency, the deficiency reoccurs and persists, Declarant or the Association, as the case may be, shall be authorized and permitted to enter the Lot as often as is reasonably required for the purpose of continually maintaining in good order and repair the lawns, trees, berms, shrubbery, and other landscaping on the Lot, which right of Declarant or Association shall continue until such time as Declarant or the Association reasonably shall determine that the Owner of the deficient Lot is willing and able to reassume the maintenance responsibility.

The cost incurred by Declarant or the Association for such maintenance, repair, and replacement, plus an administrative fee equal to twenty percent (20%) of such cost, shall be due and payable by the Owner of such Lot to Declarant or the Association, as the case may be, within ten (10) days following such date as declarant or the Association sends the Owner a bill therefor. If the amount billed is not paid within such ten (10) day period, the unpaid amount shall be a charge on the Lot, shall be a continuing lien upon the Lot, and shall be treated as an additional assessment against the Lot subject to treatment in accordance with the provisions of this Declaration controlling and affecting such assessments, including, without limitation, those stated in Article V of this Declaration.

Section 14. Architectural Control Committee.

(a) Declarant may, in its sole discretion, at any time prior to the date on which all of the Lots in the Subdivision have been sold and conveyed by Declarant to third parties, assign, transfer, and delegate to an architectural control committee (the "Architectural Control Committee") all of Declarant's rights to approve or refuse to approve any plans, specifications, drawings, elevations, or other matters with respect to the construction or location of any dwelling or Improvement on any Lot in the Subdivision. Thereafter, the Architectural Control Committee shall exercise all of the authority and discretion granted to Declarant in Section 3 of Article VI hereof relative to approving or disapproving such matters, and Declarant shall have no further responsibilities with respect to such matters. The Architectural Control Committee shall be comprised of up to three (3) members to be appointed by Declarant. Upon the Transfer Date, Declarant shall transfer its right to appoint the members of the Architectural Control Committee to the

Association. Until such transfer, Declarant reserves the right to appoint and remove members of the Architectural Control Committee in its sole discretion.

(b) Any submission(s) to Declarant or the Architectural Control Committee for any approval provided for under this Declaration shall be in writing, and shall conform to the requirements of Section 3 of Article VI hereof. The primary purpose for providing architectural control is to ensure the proper and harmonious development of the Subdivision in order to maximize the aesthetic beauty of the Subdivision and its blending with the surrounding area. To this end, Declarant or the Architectural Control Committee, as the case may be, shall be deemed to have broad discretion in determining what dwellings or Improvements will enhance the aesthetic beauty and desirability of the Subdivision, or otherwise further or be consistent with the purposes of this Declaration. Approvals and/or waivers may be granted, denied, or conditioned for any reason or for no reason. In no event shall either Declarant or the Architectural Control Committee have any liability whatsoever to anyone for their approval or disapproval of any plans, drawings, specifications, or elevations, or the dwellings or Improvements built or to be built pursuant thereto, whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty, or otherwise. By way of example, neither Declarant nor the Architectural Control Committee shall have liability to anyone for the approval of any plans, specifications, elevations, or the like which are not in conformity with the provisions of this Declaration, or for the disapproval of any plans, specifications, elevations, or the like which arguably are in conformity with the provisions hereof.

ARTICLE VII

ASSESSMENT OF FINES

Section 1. General. The Association, acting through its Board, shall be permitted to assess monetary fines against any Owner in the event that the Owner or his tenants, guests, family, or invitees shall violate any of the provisions of this Declaration or any of the rules and regulations duly established by the Association. Such Owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants, or invitees.

Section 2. Procedures. Upon any such violation being alleged by the Board, the following procedures shall be followed:

(a) Notice. Notice of the violation, including the provision of this Declaration or the rules or regulations violated, together with a description of the factual nature

of the alleged offense shall be sent by first class mail, postage prepaid, or shall be personally delivered to the Owner.

(b) **Opportunity to Defend.** The offending Owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting or a special meeting called to hear the evidence, but in no event shall the Owner be required to appear less than ten (10) days from the date of the notice.

(c) **Default.** Failure to respond to the notice of violation shall constitute a default by the Owner.

(d) **Hearing and Decision.** 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's decision shall be final.

Section 3. Amounts. Upon a finding by the Board that a violation has occurred, the following fines shall be levied against the offending Owner:

(a) **First Violation.** No fine shall be levied.

(b) **Second Violation.** A Twenty-Five Dollar (\$25.00) fine shall be levied.

(c) **Third Violation.** A Fifty Dollar (\$50.00) fine shall be levied.

(d) **Fourth Violation and Subsequent Violations.** A One Hundred Dollar (\$100.00) fine shall be levied.

In addition to such fines, the Owner, at the option of the Board, shall be subject to the suspension of his voting rights in the Association and of his right to use the Common Areas, if any, for a period in each case not to exceed sixty (60) days per violation.

Section 4. Collection. The fines levied pursuant to Section 3 above shall be assessed against the Owner in the same manner as the annual Association assessments and shall be due and payable to the Association on the first day of the next following month. Failure to pay the fine when due shall subject the offending Owner and his Lot(s) to all of the liabilities set forth in Article V, Section 8 hereof.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. **Enforcement.** The Declarant, the Association, and each Owner shall each have the right to enforce, by any proceeding at law or in equity, all of the restrictions, conditions, covenants, reservations, obligations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure of any of the aforementioned parties to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which other provisions shall remain in full force and effect.

Section 3. **Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period after the Transfer Date by a recorded instrument signed by not less than seventy percent (70%) of the Owners and thereafter by an instrument signed by not less than sixty percent (60%) of the Owners. Prior to the Transfer Date, Declarant, without the consent, vote, signature, or approval of any Owner, the Association or any Members thereof, may, prospectively or retroactively, by instrument recorded at the Office of the Register of Deeds for Macomb County, Michigan, modify, restate, waive, repeal, amend, change, or replace this Declaration, or any or all of the provisions hereof, with respect to any thing or any particular Lot or Lots located within the subdivision or located within any future subdivision(s) subjected to this Declaration, as Declarant in its sole discretion deems necessary or desirable, including, without limitation, for the purpose of adding additional residential Lots and/or Common Area and making this Declaration and/or other restrictions apply to such Lots and/or Common Area. The maintenance provisions of this Declaration which are for the benefit of Macomb Township shall not be amended in any way without the prior written consent of the Macomb Township Board of Trustees.

Declarant's right to amend, change, or replace this Declaration shall be permitted at any time prior to the Transfer Date, notwithstanding an assignment of Declarant's rights and powers pursuant to Section 4 of this Article VIII.

Section 4. **Assignment or Transfer of Rights and Powers.** Declarant hereby reserves the unequivocal right to assign to the Association or any other party, in whole or in part, from time to time, any or all of the rights, powers, titles, easements, and estates hereby reserved or given to Declarant herein, including

the right and power to approve or disapprove any use, act, proposed action, or any other matter or thing, except that Declarant's right to amend, change, or replace this Declaration without the consent of the Owners as provided in Section 3 of this Article VIII may not be assigned. Any such permitted assignment or transfer shall be made by appropriate instrument, in writing, and such assignee shall thereupon have the same rights and powers, and be subject to the same obligations and duties as herein given and reserved to and assumed by Declarant in connection with the rights, powers, titles, easements, and estates so assigned, and such instrument, when executed by such assignee, shall without further act release said Declarant from all obligation, duties, and liability in connection therewith.

Section 5. Deviations by Agreement with Developer. Declarant hereby reserves the right at any time prior to the Transfer Date to enter into agreements with the Owner of any Lot or Lots, without the consent of Owners of other Lots or adjoining or adjacent property, to deviate from any or all of the covenants set forth in this Declaration provided there are practical difficulties or particular hardships evidenced by such Owner. Following the Transfer Date, such power vested in Declarant shall be transferred to the Association. Any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of any such covenant as to the remaining Lots.

Section 6. Transition of Association Board of Directors. The Association By-Laws shall provide that the members of the Board may, at the Declarant's option, be appointed by the Declarant until the Transfer Date, and thereafter, shall be elected by the Owners. In the event that Declarant no longer desires to appoint the members of the Board and the Owners are unwilling or unable to elect a Board who desire to serve as Directors, the Declarant reserves the right to grant to the Management Agent of the Association or to such other designee chosen by Declarant the right to appoint a Board composed of either Owners or non-Owners, or some combination thereof. The fee charged by the management Agent or other designee and by the Directors shall be paid directly by the Association. The right of the Management Agent or other designee to appoint the Board shall continue until the first annual meeting at which the Owners are willing and able to elect a Board of Owners who desire to serve as Directors.

Section 7. Annexation of Additional Lots and/or Common Area. Declarant reserves the right any time in the future to amend this Declaration by subjecting to it one or more additional adjacent subdivisions of land hereafter developed and platted by Declarant or its successors or assigns. Such additional subdivisions may or may not contain Common Area. Any such amendment(s) to this Declaration shall provide that the owners of all residential Lots located in such future added subdivisions shall be required to be Members of the Association and shall be subject to the covenants, restrictions, obligations, easements, charges, and liens set forth herein. Such amendment(s) shall also provide

that the Common Area contained within the Subdivision and all such future added subdivisions shall be for the use and benefit of all owners of Lots in the Subdivision and all such future added subdivisions. Additional Lots and Common Area may be annexed to the Association by Declarant without the consent or approval of the Association or any of its Members or any Owner. Annexation by action of the Association shall require the consent of two-thirds (2/3rds) of its members.

In witness whereof, Declarant has executed this Declaration of Covenants, Easements and Restrictions for Cornerstone Village Sub. No. 1 as of the date first above written.

IN THE PRESENCE OF:

CORNERSTONE VILLAGE ASSOCIATES,
a Michigan co-partnership

Mark J. Abdo
MARK J. ABDO

By: Macomb Venture, L.L.C.,
a Michigan limited liability company, Partner

John J. Ruggero, Jr.
John J. Ruggero, Jr.

By: Paul V. Aragona
Member

STATE OF MICHIGAN)
COUNTY OF MACOMB) SS.

The foregoing instrument was acknowledged before me this 3rd day of MARCH, 1999, by Paul V. Aragona, Member of Macomb Venture, L.L.C., a Michigan limited liability company, Partner of Cornerstone Village Associates, a Michigan co-partnership, on behalf of it.

MAUREEN K. FRANBY
Notary Public, Macomb County, Michigan
My Commission Expires: September 12, 1999

Maureen K. Franby
Notary Public
County, Michigan
My Commission Expires: _____

DRAFTED BY AND WHEN
RECORDED RETURN TO:

MARK J. ABDO
ATTORNEY AT LAW
42550 Garfield Road
Suite 104A
Clinton Township, Michigan 48038

EXHIBIT A TO DECLARATION OF COVENANTS, EASEMENTS
AND RESTRICTIONS FOR CORNERSTONE VILLAGE SUB. NO. 1

Legal Description of Cornerstone Village Sub. No. 1:

I, Mariusz L. Lukowicz, Surveyor, certify:

That I have surveyed, divided and mapped the land shown on this plat, described as follows: "CORNERSTONE VILLAGE SUB. NO. 1" Parts of the Northwest 1/4 and Northeast 1/4 of Section 27, T.3N., R.13E., Macomb Township, Macomb County, Michigan. Beginning at the North 1/4 corner of said Section 27; thence N88°07'57"E 80.00 ft. along the North line of said Section 27, also being the centerline of 22 Mile Road; thence S02°09'29"E 162.25 ft.; thence Southerly 13.05 ft. along the arc of a curve to the right (Radius of 100.00 ft., central angle of 07°28'41", long chord bears S01°31'52"W 13.04 ft.); thence N87°50'31"E 113.79 ft.; thence N06°27'35"E 44.75 ft.; thence S33°29'15"E 164.38 ft.; thence N56°30'45"E 35.92 ft.; thence Easterly 154.52 ft. along the arc of a curve to the right (Radius of 280.00 ft., central angle of 31°37'12", long chord bears N72°19'21"E 152.57 ft.); thence N88°07'57"E 946.30 ft.; thence Easterly 158.93 ft. along the arc of a curve to the right (Radius of 280.00 ft., central angle of 32°31'14", long chord bears S75°36'26"E 156.80 ft.); thence N43°01'36"E 37.06 ft.; thence Easterly 113.73 ft. along the arc of a curve to the right (Radius of 60.00 ft., central angle of 108°36'17", long chord bears S82°40'16"E 97.45 ft.); thence N61°37'53"E 274.64 ft.; thence S02°04'33"E 1036.72 ft.; thence S28°37'19"W 475.27 ft.; thence N61°22'41"W 120.00 ft.; thence N28°37'19"E 51.15 ft.; thence N06°12'46"E 170.61 ft.; thence N15°10'21"W 101.96 ft.; thence N38°42'00"W 82.03 ft.; thence N65°47'22"W 88.19 ft.; thence S84°54'03"W 235.54 ft.; thence N61°22'41"W 573.41 ft.; thence N86°05'18"W 125.67 ft.; thence S83°02'38"W 49.49 ft.; thence S06°57'22"E 120.00 ft.; thence N83°02'38"E 2.50 ft.; thence S06°57'22"E 60.00 ft.; thence S02°09'29"E 124.46 ft.; thence N85°51'29"E 20.23 ft.; thence S06°19'26"W 128.28 ft.; thence Easterly 36.47 ft. along the arc of a curve to the right (Radius of 280.00 ft., central angle of 07°27'49", long chord bears S79°56'40"E 36.45 ft.); thence S13°47'14"W 176.55 ft.; thence S61°22'41"E 351.41 ft.; thence S02°42'46"W 63.54 ft.; thence N78°06'19"W 49.57 ft.; thence S87°45'57"W 254.05 ft.; thence N82°17'45"W 168.15 ft.; thence Northerly 16.85 ft. along the arc of curve to the left (Radius of 457.00 ft., central angle of 02°06'45", long chord bears N06°42'53"E 16.85 ft.); thence N84°20'30"W 122.17 ft.; thence N04°08'36"E 48.13 ft.; thence N02°09'29"W 155.42 ft.; thence N05°06'00"W 194.83 ft.; thence N02°09'29"W 260.02 ft.; thence N41°03'11"E 60.21 ft.; thence N48°56'49"W 121.09 ft.; thence S41°03'11"W 20.09 ft.; thence N48°56'49"W 341.93 ft.; thence N02°09'29"W 578.76 ft. along (in part) the East line of "Deerfield Park South Sub. No. 2" (Liber 122 of Plats, Pages 1 through 6, both inclusive, Macomb County Records); thence N87°49'38"E 20.00 ft. along the North line of said Section 27 and the centerline of 22 Mile Road, also being the South line of "Deerfield Park Sub. No. 2" (Liber 117 of Plats, Pages 28 through 33, both inclusive, Macomb County Records) to the point of beginning.

CONSENT OF MORTGAGEE

The undersigned, Old Kent Bank, whose address is 18800 Hall Road, Clinton Township, Michigan 48038, being the holder of a certain Mortgage covering Cornerstone Village Sub. No. 1, hereby acknowledges and consents to the foregoing Declaration of Easements, Covenants and Restrictions for Cornerstone Village Sub. No. 1.

WITNESSES:

OLD KENT BANK

Andrea Hulley
Andrea Hulley

By: David F. Girodat
Its: Senior Vice President

Mary Abke
Mary Abke

STATE OF MICHIGAN)
COUNTY OF Macomb) ss.

The foregoing instrument was acknowledged before me this 25th day of February, 1999, by David F. Girodat the Senior Vice President of Old Kent Bank, on behalf of the Bank.

Mary C. Abke
Mary C. Abke Notary Public
Macomb County, Michigan
My Commission Expires: December 8, 2003

Cornerstone Village General Information Booklet

Section 4.

Amendments to the Declaration of Covenants
Easements & Restrictions

(A)

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, EASEMENTS
AND RESTRICTIONS FOR CORNERSTONE VILLAGE SUB. NO. 1
FOR THE PURPOSE OF ANNEXING CORNERSTONE VILLAGE SUB. NO. 2**

Cornerstone Village Associates, a Michigan co-partnership, whose address is 37020 Garfield Road, Suite T-1, Clinton Township, Michigan 48036 ("Declarant"), being the Declarant of a certain Declaration of Covenants, Easements and Restrictions for Cornerstone Village Sub. No. 1 ("Declaration") as recorded in Liber 8669, Pages 469 through 492, inclusive, Macomb County Records, hereby amends the Declaration pursuant to the authority reserved in Article VIII, Section 3, thereof for the purposes of annexing Cornerstone Village Sub. No. 2 (as described on Exhibit A attached hereto) and adding Lots 103 through 124 to said Declaration and adding certain landscape easements to Article III, Section 4, of said Declaration. Upon recordation in the Office of the Macomb County Register of Deeds of this Amendment, said Declaration shall be amended in the following manner:

1. Paragraph A on page 1 of the Declaration, as set forth below, shall replace and supersede Paragraph A on page 1 as originally recorded, and Paragraph A on page 1 as originally recorded shall be of no further force or effect.

A. Declarant is the owner of and has developed a certain parcel of land located in Macomb Township, Macomb County, Michigan, as a single-family residential development, being more particularly described as:

Lots 1 through 102, both inclusive, Cornerstone Village Sub. No. 1, according to the Plat thereof recorded in Liber 133, Pages 37 through 46, both inclusive, of Plats, Macomb County Records (the "Subdivision").

Lots 103 through 124, both inclusive, Cornerstone Village Sub. No. 2, according to the Plat thereof recorded in Liber 134, Pages 14 through 18, of Plats, Macomb County Records (the "Subdivision").

2. Article III, Section 4, of the Declaration as set forth below shall replace and supersede Article III, Section 4, as originally recorded and originally recorded Article III, Section

3
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6P
19

4, shall be of no further force or effect.

Section 4. Easement for Subdivision Entrance Sign and Landscaping. The Association and Declarant shall be permitted to enter upon those portions of Lots 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123 and 124 described on the plat of the Subdivision as may be necessary to install, repair, replace, and maintain such signs, walls, lighting, sprinkling systems, and planting, if any, hereinafter collectively referred to as the "Landscape Easement", in accordance with the landscaping plan approved by Macomb Township.

In the event the Association shall, at any time, fail to maintain the Landscape Easement, in accordance with the approved landscape plan, then, Macomb Township ("Township") is authorized to enter the Landscape Easement to maintain the same. The Township shall serve notice by first-class mail to the owner(s), appearing on the Township tax rolls, of each lot in the subdivision. The notice shall include a demand that deficiencies in the maintenance be cured within thirty (30) days thereof and notify the owners of the date, time, and place of a public hearing before the Township Board of Trustees or such other boards or body of officials to whom the Township may delegate such responsibility. The hearing shall be held within fifteen (15) days of the notice. At the hearing the Township may modify the terms of the original notice of deficiencies in maintenance and may grant an extension of time within which the deficiencies shall be cured. If the deficiencies, set forth in the original notice or in the modification thereof, are not cured within thirty (30) days or any extensions of time granted at the hearing, the Township, in order to eliminate and cure the deficiencies in the operation and maintenance of the Landscape Easement, may enter upon the property and maintain the Landscape Easement for a period of up to one (1) year. Maintenance of the Landscape Easement by the Township shall not constitute a taking of the Landscape Easement nor vest in the public any additional right to use the same.

Within sixty (60) days prior to the expiration of the aforesaid one (1) year period, that the Landscape Easement is under the control and jurisdiction of the Township, a majority of the lot owners or the Association may request another public hearing be held or the Township may call another public hearing upon notice in the same manner as set forth above. At the hearing the Association or lot owners shall show cause why maintenance by the Township shall not continue for a succeeding one (1) year period. If the Township shall, reasonably, determine that the Association and/or lot owners are ready, willing, and able to maintain the Landscape Easement, the Township shall cease to operate and maintain the Landscape Easement at the end of said year. If the Township shall reasonably determine that the Association or lot owners are not ready, willing, and able to maintain the Landscape Easement during the next succeeding year, then subject to a

similar public hearing and determination in each successive year thereafter, the Township may continue to enter upon and maintain said Landscape Easement.

Should deficiencies in the maintenance of the Landscape Easement be determined by the Township to constitute an impending danger to health, safety, and welfare of the public, or a public, or private nuisance, the Township shall have the right to take immediate correction action and summarily abate such danger or nuisance.

The Association and/or lot owners shall hold harmless, defend, and indemnify the Township from any and all claims, demands, costs, expenses, including attorney fees, and judgments, whatsoever, which may arise from the Township's maintenance of the Landscape Easement.

The actual costs and expenditures, including administration expenses and attorney fees, incurred by the Township as a result of its maintenance of the Landscape Easement or the immediate abatement of an impending danger or nuisance in relation thereto, shall be at the expense of the Association or the lot owners and such costs and expenditures shall be assessed against the lots in the subdivision and become due, collected and returned for no-payment in the same manner and at the same time as ad valorem property tax levies of the Township.

The Township, at its option, shall be subrogated to any rights the Association may have in this Declaration for the imposition of assessments and the collection thereof in relation to the Landscape Easement.

The maintenance provisions contained in this Article, or section, shall not be amended in any way without the prior written consent of the Macomb Township Board of Trustees.

In all respects, other than as hereinabove indicated, the original Declaration, recorded as aforesaid, is hereby ratified, confirmed and redeclared.

Dated this 3RD day of MARCH, 1999.

IN THE PRESENCE OF:

CORNERSTONE VILLAGE ASSOCIATES,
a Michigan co-partnership

Mark J. Abdo
MARK J. ABDO

By: Macomb Venture, L.L.C.,
a Michigan limited liability company, Partner


John J. Ruggero, Jr.
John J. Ruggero, Jr.

By: Paul V. Aragona
Paul V. Aragona
Member

STATE OF MICHIGAN)
) ss.
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this 3RD day of MARCH, 1999, by Paul V. Aragona, Member of Macomb Venture, L.L.C., a Michigan limited liability company, Partner of Cornerstone Village Associates, a Michigan co-partnership, on behalf of it.

MAUREEN K. FRANEY
Notary Public, Macomb County, Michigan
My Commission Expires: September 10, 1999



Notary Public
County, Michigan
My Commission Expires: _____

DRAFTED BY AND WHEN
RECORDED RETURN TO:

MARK J. ABDO
ATTORNEY AT LAW
42550 Garfield Road
Suite 104A
Clinton Township, Michigan 48038

**EXHIBIT A TO THE FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,
EASEMENTS AND RESTRICTIONS FOR CORNERSTONE VILLAGE SUB. NO. 1
FOR THE PURPOSE OF ANNEXING CORNERSTONE VILLAGE SUB. NO. 2**

Legal Description of Cornerstone Village Sub. No. 2:

I, Mariusz I. Lubowicz, Surveyor, certify:

That I have surveyed, divided and mapped the land shown on this plat, described as follows: "CORNERSTONE VILLAGE SUB. NO. 2" Part of the Northeast 1/4 of Section 27, T.3N., R.13E., Macomb Township, Macomb County, Michigan. Beginning at a point which is N88°07'57"E 80.00 ft. along the North line of said Section 27 from the North 1/4 corner of Section 27, T.3N., R.13E; thence continuing N88°07'57"E 1848.40 ft. along said North line of Section 27, also being the centerline of 22 Mile Road, (in part) the South line of "Deerfield Farms" (Liber 130 of Plats, Pages 37 through 41, both inclusive, Macomb County Records) and (in part) the South line of "Deerfield Park East" (Liber 128 of Plats, Pages 12 through 15, both inclusive, Macomb County Records); thence S02°04'33"E 120.68 ft.; thence the following twelve (12) courses along the boundary of "Cornerstone Village Sub. No. 1" (Liber of Plats, Pages through , both inclusive, Macomb County Records): S61°37'53"W 274.64 ft. and Westerly 113.73 ft. along the arc of a curve to the left (Radius of 60.00 ft., central angle of 108°36'17", long chord bears N82°40'16"W 97.45 ft.) and S43°01'36"W 37.06 ft. and Westerly 158.93 ft. along the arc of a curve to the left (Radius of 280.00 ft., central angle of 32°31'14", long chord bears N75°36'26"W 156.80 ft) and S88°07'57"W 946.30 ft. and Westerly 154.52 ft. along the arc of a curve to the left (Radius of 280.00 ft., central angle of 31°37'12", long chord bears S72°19'21"W 152.57 ft.) and S56°30'45"W 35.92 ft. and N33°29'15"W 164.38 ft. and S06°27'35"W 44.75 ft. and S87°50'31"W 113.79 ft. and Northerly 13.05 ft. along the arc of a curve to the left (Radius of 100.00 ft., central angle of 07°28'41", long chord bears N01°34'52"W 13.04 ft.) and N102°09'29"W 162.25 ft. to the point of beginning. Containing 8.799 Acres and comprising 22 Lots, numbered 103 through 124, both inclusive.

CONSENT OF MORTGAGEE

The undersigned, Old Kent Bank, whose address is 18800 Hall Road, Clinton Township, Michigan 48038, being the holder of a certain Mortgage covering Cornerstone Village Sub. No. 1, hereby acknowledges and consents to the foregoing First Amendment to the Declaration of Easements, Covenants and Restrictions for Cornerstone Village Sub. No. 1 for the purpose of annexing Cornerstone Village Sub. No. 2.

WITNESSES:

OLD KENT BANK

Andrea Hulley
Andrea Hulley

By: [Signature]
David F. Girodat
Its: Senior Vice President

Mary Abke
Mary Abke

STATE OF MICHIGAN)
COUNTY OF Macomb) ss.

The foregoing instrument was acknowledged before me this 25th day of February, 1999, by David F. Girodat the Senior Vice President of Old Kent Bank, on behalf of the Bank.

Mary C. Abke
Mary C. Abke Notary Public
Macomb County, Michigan
My Commission Expires: December 8, 2003

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, EASEMENTS
AND RESTRICTIONS FOR CORNERSTONE VILLAGE SUB. NO. 1 AND 2**

Cornerstone Village Associates, a Michigan co-partnership, whose address is 37020 Garfield Road, Suite T-1, Clinton Township, Michigan 48036 ("Declarant"), being the Declarant of a certain Declaration of Covenants, Easements and Restrictions for Cornerstone Village Sub. No. 1 and 2 ("Declaration"), as recorded in Liber 8669, Pages 469 through 491, inclusive, First Amendment to the Declaration recorded in Liber 8669, Pages 493 through 497, Macomb County Records, hereby amends the Declaration pursuant to the authority reserved in Article VIII thereof for the purposes of amending Article V, Section 6, of said Declaration. Upon recordation in the Office of the Macomb County Register of Deeds of this Amendment, said Declaration shall be amended in the following manner:

1. Article V, Section 6, of the Declaration, as set forth below, shall replace and supersede Article V, Section 6, as originally recorded, and Article V, Section 6, as originally recorded shall be of no further force or effect.

Amended Article V, Section 6:

Section 6. Date of Commencement of Annual Assessments; Due Dates. An amount equal to one half of the annual assessment in advance shall be paid by the Initial Purchaser (Initial Purchaser means the first purchaser of a Lot from a builder) to the Association at the time of closing, as a non-refundable working capital contribution by the Purchaser. Also, the quarterly assessment shall be prorated and adjusted according to the date of closing and paid to the Association by the Initial Purchaser. The Board of Directors shall endeavor to fix the amount of the annual assessment against each Lot and to establish the assessment due date at least thirty (30) days in advance of each annual assessment period. 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. A properly executed certificate of the Association as to the status of assessments on a Lot shall be binding upon the Association as of the date of its issuance.

In all respects, other than as hereinabove indicated, the original Declaration, recorded as aforesaid, is hereby ratified, confirmed and redeclared.

Dated this 27th day of MARCH, 2000.

IN THE PRESENCE OF:

CORNERSTONE VILLAGE ASSOCIATES,
a Michigan co-partnership

Mark J. Abdo
MARK J. ABDO

By: Macomb Venture, L.L.C.,
a Michigan limited liability
company, Partner

Cy M. Abdo
CY M. ABDO

By: Paul V. Aragona
Paul V. Aragona
Member

STATE OF MICHIGAN)
) ss.
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this 27th day of MARCH, 2000, by Paul V. Aragona, Member of Macomb Venture, L.L.C., a Michigan limited liability company, Partner of Cornerstone Village Associates, a Michigan co-partnership, on behalf of it.

CY M. ABDO
NOTARY PUBLIC - MACOMB COUNTY, MI
MY COMMISSION EXP. 03/01/2001

Cy M. Abdo
Notary Public
County, Michigan
My Commission Expires: _____

DRAFTED BY AND WHEN
RECORDED RETURN TO:

MARK J. ABDO
ATTORNEY AT LAW
42550 Garfield Road
Suite 104A
Clinton Township, Michigan 48038

Cornerstone Village
Sub No. 3

General
Folder Macomb

1080331
LIBER 10294 PAGE 515
05/02/2001 02:56:38 P.M.
MACOMB COUNTY, MI
CARTELLA SABOUGH, REGISTER OF DEEDS

**THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, EASEMENTS
AND RESTRICTIONS FOR CORNERSTONE VILLAGE SUB. NO. 1 AND 2, FOR
THE PURPOSE OF ANNEXING CORNERSTONE VILLAGE SUB. NO. 3**

Cornerstone Village Associates, a Michigan co-partnership, whose address is 37020 Garfield Road, Suite T-1, Clinton Township, Michigan 48036 ("Declarant"), being the Declarant of a certain Declaration of Covenants, Easements and Restrictions for Cornerstone Village Sub. No. 1 and 2 ("Declaration"), as recorded in Liber 8669, Pages 469 through 491, inclusive, First Amendment to the Declaration recorded in Liber 8669, Pages 493 through 497, Second Amendment to the Declaration recorded in Liber 8464, Pages 131 through 132, Macomb County Records, hereby amends the Declaration pursuant to the authority reserved in Article VIII, Section 3, thereof for the purposes of annexing Cornerstone Village Sub. No. 3 (as described in Paragraph 1A below) by adding Lots 125 through 201 to said Declaration and amending Article III, Section 3, of the Declaration. Upon recordation in the Office of the Macomb County Register of Deeds of this Amendment, said Declaration shall be amended in the following manner:

1. Paragraph A on page 1 of the Declaration, as set forth below, shall replace and supersede Paragraph A on page 1 as originally recorded, and Paragraph A on page 1 as originally recorded shall be of no further force or effect.

A. Declarant is the owner of and has developed a certain parcel of land located in Macomb Township, Macomb County, Michigan, as a single-family residential development, being more particularly described as:

Lots 1 through 102, both inclusive, Cornerstone Village Sub. No. 1, according to the Plat thereof recorded in Liber 133, Pages 37 through 46, both inclusive, of Plats, Macomb County Records (the "Subdivision").

Lots 103 through 124, both inclusive, Cornerstone Village Sub. No. 2, according to the Plat thereof recorded in Liber 134, Pages 14 through 18, of Plats, Macomb County Records (the "Subdivision").

Lots 125 through 201, both inclusive, Cornerstone Village Sub. No. 3, according to the Plat thereof recorded in Liber 149, Pages 22 through 28, of Plats, Macomb County Records (the "Subdivision").

2. Article III, Section 3, of the Declaration as set forth below shall replace and supersede Article III, Section 3, of the Declaration as originally recorded and Article III, Section 3, as originally recorded shall be of no further force or effect.

Amended Article III, Section 3:

Section 3. Miller Drain and Nicol Drain Easement. No fences, pools or other permanent structures shall be allowed within the Miller Drain and Nicol Drain easements. The Association shall be responsible for mowing the lawn area within the drain easements in the Common Areas of the Subdivision.

In all respects, other than as hereinabove indicated, the original Declaration, recorded as aforesaid, is hereby ratified, confirmed and redeclared.

Dated this 24th day of April, 2001.

IN THE PRESENCE OF:

CORNERSTONE VILLAGE ASSOCIATES,
a Michigan co-partnership

Valerie H. Puciask
VALERIE H. PUCIASK

By: Macomb Venture, L.L.C.,
a Michigan limited liability company, Partner

Annelle A. Moran
Annelle A. Moran

By: [Signature]
Paul V. Aragona
Member

STATE OF MICHIGAN)
) ss.
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this 24th day of April, 2001, by Paul V. Aragona, Member of Macomb Venture, L.L.C., a Michigan limited liability company, Partner of Cornerstone Village Associates, a Michigan co-partnership, on behalf of it.

Leslie Osterland
Leslie Osterland, Notary Public
Macomb County, Michigan
My Commission Expires: 6-13-2004

DRAFTED BY AND WHEN RECORDED RETURN TO:

MARK J. ABDO, ATTORNEY AT LAW
42550 Garfield Road, Suite 104A
Clinton Township, Michigan 48038

General Folder

1093614
LIBER 10294 PAGE
05/27/2001 02:55:10 P.M.
MACOMB COUNTY, MI 344
CARNELLA SABAGH, REGISTER OF I

**FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, EASEMENTS
AND RESTRICTIONS FOR CORNERSTONE VILLAGE SUB. NO. 1, 2 AND 3, FOR
THE PURPOSE OF ANNEXING CORNERSTONE VILLAGE SUB. NO. 4**

Cornerstone Village Associates, a Michigan co-partnership, whose address is 37620 Garfield Road, Suite T-1, Clinton Township, Michigan 48036 ("Declarant"), being the Declarant of a certain Declaration of Covenants, Easements and Restrictions for Cornerstone Village Sub. No. 1, 2 and 3 ("Declaration"), as recorded in Liber 8669, Pages 469 through 491, inclusive, First Amendment to the Declaration recorded in Liber 8669, Pages 493 through 497, Second Amendment to the Declaration recorded in Liber 9464, Pages 131 through 132, Third Amendment to the Declaration recorded in Liber 10294, Pages 515 through 516 Macomb County Records, hereby amends the Declaration pursuant to the authority reserved in Article VIII, Section 3, thereof for the purposes of annexing Cornerstone Village Sub. No. 4 (as described in Paragraph 1A below) by adding Lots 202 through 223 to said Declaration and amending Article III, Section 3, of the Declaration. Upon recordation in the Office of the Macomb County Register of Deeds of this Amendment, said Declaration shall be amended in the following manner:

1. Paragraph A on page 1 of the Declaration, as set forth below, shall replace and supersede Paragraph A on page 1 as originally recorded, and Paragraph A on page 1 as originally recorded shall be of no further force or effect.

A. Declarant is the owner of and has developed a certain parcel of land located in Macomb Township, Macomb County, Michigan, as a single-family residential development, being more particularly described as:

✓ Lots 1 through 102, both inclusive, Cornerstone Village Sub. No. 1, according to the Plat thereof recorded in Liber 133, Pages 37 through 46, both inclusive, of Plats, Macomb County Records (the "Subdivision").

✓ Lots 103 through 124, both inclusive, Cornerstone Village Sub. No. 2, according to the Plat thereof recorded in Liber 134, Pages 14 through 18, of Plats, Macomb County Records (the "Subdivision").

✓ Lots 125 through 201, both inclusive, Cornerstone Village Sub. No. 3, according to the Plat thereof recorded in Liber 149, Pages 22 through 28, of Plats, Macomb County

11

GF Cornerstone Village Sub #5

Macomb

1094090
LIBER 10337 PAGE 811
05/21/2011 10:44 AM
MACOMB COUNTY, MI
CARMELLA SARGENT, REGISTER OF DEEDS

**FIFTH AMENDMENT TO THE DECLARATION OF COVENANTS, EASEMENTS
AND RESTRICTIONS FOR CORNERSTONE VILLAGE SUB. NO. 1, 2, 3 AND 4, FOR
THE PURPOSE OF ANNEXING CORNERSTONE VILLAGE SUB. NO. 5**

Cornerstone Village Associates, a Michigan co-partnership, whose address is 37030 Garfield Road, Suite 7-1, Clinton Township, Michigan 48036 ("Declarant"), being the Declarant of a certain Declaration of Covenants, Easements and Restrictions for Cornerstone Village Sub. No. 1, 2, 3 and 4 ("Declaration"), as recorded in Liber 8669, Pages 469 through 491, inclusive, First Amendment to the Declaration recorded in Liber 8669, Pages 493 through 497, Second Amendment to the Declaration recorded in Liber 9464, Pages 131 through 132, Third Amendment to the Declaration recorded in Liber 10294, Pages 515 through 516, and Fourth Amendment to the Declaration recorded in Liber 10337, Pages 341 through 342 Macomb County Records, hereby amends the Declaration pursuant to the authority reserved in Article VIII, Section 3, thereof for the purposes of annexing Cornerstone Village Sub. No. 5 (as described in Paragraph 1A below) by adding Lots 224 through 281 to said Declaration and amending Article III, Section 3, of the Declaration. Upon recordation in the Office of the Macomb County Register of Deeds of this Amendment, said Declaration shall be amended in the following manner:

1. Paragraph A on page 1 of the Declaration, as set forth below, shall replace and supersede Paragraph A on page 1 as originally recorded, and Paragraph A on page 1 as originally recorded shall be of no further force or effect.

A. Declarant is the owner of and has developed a certain parcel of land located in Macomb Township, Macomb County, Michigan, as a single-family residential development, being more particularly described as:

Lots 1 through 102, both inclusive, Cornerstone Village Sub. No. 1, according to the Plat thereof recorded in Liber 133, Pages 37 through 46, both inclusive, of Plats, Macomb County Records (the "Subdivision").

13

13

OF MICHIGAN)
) ss.
OF MACOMB)

Liber 010357 Page 00612

The foregoing instrument was acknowledged before me this 16th day of May, 2001, by Paul V. ARAGONA, Jr of Macomb Venture, L.L.C., a Michigan limited liability any, Partner of Cornerstone Village Associates, a Michigan artnership, on behalf of it.

Leslie Osterland
LESIE OSTERLAND Notary Public
Macomb County, Michigan
My Commission Expires: 6-23-2004

LEFT BY AND WHEN RECORDED RETURN TO:

ARK J. ABDO, ATTORNEY AT LAW
550 Garfield Road, Suite 104A
Anton Township, Michigan 48036

INSENT OF MORTGAGEE IS ATTACHED TO THIS INSTRUMENT

2277202
LIBER 12505 PAGE 647
11/22/2002 01:49:33 P.M.
MACOMB COUNTY, MI
CARMELLA SABAUGH, REGISTER OF DEEDS
SEAL

**SIXTH AMENDMENT TO THE DECLARATION OF COVENANTS, EASEMENTS
AND RESTRICTIONS FOR CORNERSTONE VILLAGE SUB. NO. 1, 2, 3, 4 AND 5
FOR THE PURPOSE OF ANNEXING CORNERSTONE VILLAGE SUB. NO. 6**

Cornerstone Village Associates, a Michigan co-partnership, whose address is 37020 Garfield Road, Suite T-1, Clinton Township, Michigan 48036 ("Declarant"), being the Declarant of a certain Declaration of Covenants, Easements and Restrictions for Cornerstone Village Sub. No. 1, 2, 3, 4 and 5 ("Declaration"), as recorded in Liber 8569, Pages 469 through 491, inclusive, First Amendment to the Declaration recorded in Liber 8569, Pages 493 through 497, Second Amendment to the Declaration recorded in Liber 9464, Pages 131 through 132, Third Amendment to the Declaration recorded in Liber 10294, Pages 515 through 516, Fourth Amendment to the Declaration recorded in Liber 10354, Pages 341 through 342, and Fifth Amendment to the Declaration recorded in Liber 10357, Pages 811 through 813 Macomb County Records, hereby amends the Declaration pursuant to the authority reserved in Article VIII, Section 3, thereof for the purposes of (i) annexing Cornerstone Village Sub. No. 6 (as described in Paragraph 1A below) by adding Lots 282 through 404 to said Declaration, (ii) amending Article III, Section 4, of the Declaration and (iii) amending Article V, Section 2 of the Declaration. Upon recordation in the Office of the Macomb County Register of Deeds of this Amendment, said Declaration shall be amended in the following manner:

1. Paragraph A on page 1 of the Declaration, as set forth below, shall replace and supersede Paragraph A on page 1 as originally recorded, and Paragraph A on page 1 as originally recorded shall be of no further force or effect.

A. Declarant is the owner of and has developed a certain parcel of land located in Macomb Township, Macomb County, Michigan, as a single-family residential development, being more particularly described as:

Lots 1 through 102, both inclusive, Cornerstone Village Sub. No. 1, according to the Plat thereof recorded in Liber 133, Pages 37 through 45, both inclusive, of Plats, Macomb County Records (the "Subdivision").

Lots 103 through 124, both inclusive, Cornerstone Village

PAGE 649

the original notice of deficiencies in maintenance and may grant an extension of time within which the deficiencies shall be cured. If the deficiencies, set forth in the original notice or in the modification thereof, are not cured within thirty (30) days or any extensions of time granted at the hearing, the Township, in order to eliminate and cure the deficiencies in the operation and maintenance of the Landscape Easement, may enter upon the property and maintain the Landscape Easement for a period of up to one (1) year. Maintenance of the Landscape Easement by the Township shall not constitute a taking of the Landscape Easement nor vest in the public any additional right to use the same.

Within sixty (60) days prior to the expiration of the aforesaid one (1) year period, that the Landscape Easement is under the control and jurisdiction of the Township, a majority of the lot owners or the Association may request another public hearing be held or the Township may call another public hearing upon notice in the same manner as set forth above. At the hearing the Association or lot owners shall show cause why maintenance by the Township shall not continue for a succeeding one (1) year period. If the Township shall, reasonably, determine that the Association and/or lot owners are ready, willing, and able to maintain the Landscape Easement, the Township shall cease to operate and maintain the Landscape Easement at the end of said year. If the Township shall reasonably determine that the Association or lot owners are not ready, willing, and able to maintain the Landscape Easement during the next succeeding year, then subject to a similar public hearing and determination in each successive year thereafter, the Township may continue to enter upon and maintain said Landscape Easement.

Should deficiencies in the maintenance of the Landscape Easement be determined by the Township to constitute an impending danger to health, safety, and welfare of the public, or a public, or private nuisance, the Township shall have the right to take immediate correction action and summarily abate such danger or nuisance.

The Association and/or lot owners shall hold harmless, defend, and indemnify the Township from any and all claims, demands, costs, expenses, including attorney fees, and judgments, whatsoever, which may arise from the Township's maintenance of the Landscape Easement.

The actual costs and expenditures, including administration expenses and attorney fees, incurred by the Township as a result of its maintenance of the Landscape Easement or the immediate abatement of an impending danger or nuisance in relation thereto, shall be at the expense of the Association or the lot owners and such costs and expenditures shall be assessed against the lots in the subdivision and become due, collected and returned for non-payment in the same manner and at the same time as ad valorem property tax levies of the Township.

PAGE 651

STATE OF MICHIGAN)
) ss.
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this 21st day of November, 2002, by Paul V. Aragona, Member of Macomb Venture, L.L.C., a Michigan limited liability company, Partner of Cornerstone Village Associates, a Michigan co-partnership, on behalf of it.

Anthony A. DiBicciolo
ANTHONY A. DiBICCIOLANO, Notary Public
Macomb County, Michigan
My Commission Expires: 3-6-07

DRAFTED BY AND WHEN
RECORDED RETURN TO:

ANTHONY A. DiBICCIOLANO
NOTARY PUBLIC MACOMB CO, MI
MY COMMISSION EXPIRES Mar 6, 2007

MARK J. ABDO
ATTORNEY AT LAW
42550 Garfield Road
Suite 104A
Clinton Township, Michigan 48038

CONSENT OF MORTGAGEE ATTACHED HERETO

CONSENT OF MORTGAGEE

The undersigned, Fifth Third Bank (Formerly Old Kent Bank), whose address is 18800 Hall Road, Clinton Township, Michigan 48036, being the holder of a certain Mortgage covering Cornerstone Village Sub. No. 6, hereby acknowledges and consents to the foregoing Sixth Amendment to the Declaration of Easements, Covenants and Restrictions.

WITNESSES:

FIFTH THIRD BANK

Angela C. Cipriano
Angela Cipriano

By: Michael J. Wentrack
Its: Vice President

Kathy G. Good
Kathy G. Good

STATE OF MICHIGAN)
COUNTY OF) ss.

The foregoing instrument was acknowledged before me this 21st day of November, 2002, by Michael J. Wentrack the Vice President of Fifth Third Bank, on behalf of the Bank.

Andrea G. Hulley
Notary Public
Macomb County, Michigan
My Commission Expires: 1/25/2003

ANDREA G. HULLEY
Notary Public, Macomb County, MI
My Commission Expires 1/25/2003

Cornerstone Village General Information Booklet

Section 9. BYLAWS

ASSOCIATION BYLAWS

CORNERSTONE VILLAGE SUBDIVISION ASSOCIATION

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the Cornerstone Village Subdivision Association, a Michigan Non-Profit Corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of Cornerstone Village Subdivision, or the land contract purchaser thereof, but excluding those having any interest merely as security for the performance of an obligation.

Section 3. "Lot" shall mean and refer to any numbered lot shown on the recorded plat of Cornerstone Village Subdivision.

Section 4. "Declarant" shall mean and refer to Cornerstone Village Associates, a Michigan co-partnership, its successors and assigns.

Section 5. "Declaration" shall mean and refer to Declaration of Covenants, Easements and Restrictions for Cornerstone Village Sub. No 1 as recorded in Liber 8669, Pages 469 through 491, and First Amendment to the Declaration of Covenants, Easements and Restrictions for Cornerstone Village Sub. No. 1 for the purpose of annexing Cornerstone Village Sub. No. 2 recorded in Liber 8669, Pages 493 through 496, Macomb County Records.

ARTICLE II

VOTING

Section 1. Vote. Except as limited in these Bylaws, each Owner shall be entitled to one vote for each Lot.

Section 2. Eligibility to Vote. No Owner, other than the Declarant, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Lot in the Subdivision to the Association. Except as provided in Article IV, Section 2 of these Bylaws, no Owner, other than the Declarant, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 2 of Article III. The vote of each Owner may be cast only by the individual representative designated by such Owner in the notice required in Section 3 of this Article II below or by a proxy given by such individual representative. The Declarant shall be the only person entitled to vote at a meeting of the Association

until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Declarant may own no Lots at some time or from time to time during such period. At and after the First Annual Meeting the Declarant shall be entitled to vote for each Lot which it owns.

Section 3. Designation of Voting Representative. Each Owner 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 Owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Lot or Lots owned by the Owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Owner. Such notice shall be signed and dated by the Owner. The individual representative designated may be changed by the Owner at any time by filing a new notice in the manner herein provided.

Section 4. Quorum. The presence in person or by proxy of 35% of the Owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 5. Voting. Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and written votes must be filed with the secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

Section 6. Majority. A majority shall consist of more than 50% of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association.

Section 7. Voting Rights. The Association shall be 2 classes of membership, being Class A and Class B, as follows:

(a) Class A membership shall be voting, and the Declarant under the Declaration of Covenants and Restrictions for the Subdivision shall be the only Class A Member.

(b) Each Owner of a Lot in the Subdivision other than the Declarant shall be a Class B Member.

(c) Class B membership shall be non-voting until the Transfer Date specified in Subsection 2(d) below, at which time all Owners (including Declarant) shall be entitled to vote on a one vote per Lot basis (regardless of the number

of Owners on any Lot).

(d) Declarant shall have the sole vote in the Association, and the consequent right to appoint the Board of Directors of the Association (the "Board") until such date (the "Transfer Date") as shall be the earlier to occur of (i) ninety five percent (95%) of the Lots in the Subdivision shall have been sold (as evidenced by delivery of a deed for such Lots to the Lot purchaser) to Owners other than builders purchasing for resale in the ordinary course of their business, (ii) five (5) years after the date of recording the plat of the Subdivision as the Office of the Register of Deeds for Macomb County, Michigan, or (iii) such earlier date as may be designated in writing by Declarant.

(e) From and after the Transfer Date described in Subsection 2(d) above, Class B Members of the Association shall have the voting rights described in Subsection 2(d) above, and thereafter, the Board shall be elected by the combined vote of Class A and Class B Members in each case, voting on a one vote per Lot basis.

ARTICLE III

MEETINGS

Section 1. **Place of Meeting.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some generally recognized manual of parliamentary procedure, when not otherwise in conflict with the laws of the State of Michigan.

Section 2. **First Annual Meeting.** The First Annual Meeting of members of the Association may be convened only by Declarant and may be call no later than 120 days after the Transfer Date. Declarant may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least 10 days' written notice thereof shall be given to each Owner.

Section 3. **Annual Meetings.** Annual meetings of members of the Association shall be held on the second Tuesday of April each succeeding year after the year in which the First Annual Meeting is held at such time and place as shall be determined by the Board of Directors. At such meetings there shall be elected by ballot of the Owners a Board of Directors in accordance with the requirements of Article IV of these Bylaws. The Owners may also transact at annual meetings such other business of the Associa-

tion as may properly come before them.

Section 4. **Special Meetings.** It shall be the duty of the President to call a special meeting of the Owners as directed by resolution of the Board of Directors or upon a petition signed by 1/3 of the Owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. **Notice of Meetings.** It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as of the time and place where it is to be held, upon each Owner of record, at least 10 days but not more than 60 days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Owner at the address shown in the notice required to be filed with the Association by Article II, Section 3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association shall be deemed due notice.

Section 6. **Adjournment.** If any meeting of Owners cannot be held because a quorum is not in attendance, the Owners who are present may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

Section 7. **Order of Business.** The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspector of elections (at annual meetings or special meetings held for purpose of election of Directors or officers); (g) election of Directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meeting of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

Section 8. **Action Without Meeting.** Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 5 for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity

to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt within the time period specified in the solicitation of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 9. Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum be present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 10. Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The Board of Directors shall initially be comprised of 3 members and shall continue to be so comprised until enlarged to 5 members in accordance with the provisions of Section 2 hereof. Thereafter, the affairs of the Association shall be governed by a Board of 5 Directors all of whom must be members of the Association, except for the first Board of Directors, or its successors as selected by the Declarant. Directors shall serve without compensation.

Section 2. Election of Directors.

(a) **First Board of Directors.** The first Board of Directors or its successors as selected by the Declarant, shall be composed of 3 persons and such first Board of Directors or its successors as selected by the Declarant shall manage the affairs of the Association until a successor Board of Directors is elected at the First Meeting of Members of the Association convened at the time required by these Bylaws. At such First Meeting of Members of the Asso-

ciation, the Board shall be increased in size from 3 persons to 5 persons. Thereafter, elections for non-declarant Owner Directors shall be held as provided in subsection (b) below.

(b) Election of Directors at and After First Annual Meeting. At the First Annual Meeting 3 Directors shall be elected for a term of 2 years and 2 Directors shall be elected for a term of 1 year. At such meeting all nominees shall stand for election as 1 slate and the 3 persons receiving the highest number of votes shall be elected for a term of 2 years and the 2 persons receiving the next highest number of votes shall be elected for a term of 1 year. At each annual meeting held thereafter, either 2 or 3 Directors shall be elected depending upon the number of Directors whose terms expire. After the First Annual Meeting, the term of office (except for 2 of the Directors elected at the First Annual Meeting) of each Director shall be 2 years. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 3. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Declaration, Articles of Incorporation or required thereby to be exercised and done by the Owners.

Section 4. Other Duties. In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

(a) To manage and administer the affairs of and to maintain the Subdivision;

(b) To encourage and to promote the highest standards of management and maintenance for the Subdivision.

(c) To levy and collect assessments against and from the members of the corporation and to use the proceeds thereof for the purposes of the corporation;

(d) To carry insurance and to collect and allocate the proceeds thereof;

(e) To contract for and employ persons, firms, or corporations to assist in management, operation, maintenance and administration of said Subdivision;

(f) To make and enforce reasonable regulations concerning the use and enjoyment of said Subdivision;

(g) To own, maintain and improve, and to buy, sell,

convey, assign, mortgage, or lease (as landlord or tenant) any real and personal property, for the purpose of providing benefit to the members of the corporation and in furtherance of any of the purposes of the corporation;

(h) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien;

(i) To enforce the provisions of the Declaration of Restrictions for the Subdivision and of these Articles of Incorporation and such Bylaws and Rules and Regulations of this corporation as may hereinafter be adopted;

(j) In general, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of said Subdivision and to the accomplishment of any of the purposes thereof.

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Declarant or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Declaration, Articles of Incorporation or required to be performed by or have the approval of the Board of Directors or the members of the Association.

Section 6. Vacancies. Vacancies in the Board of Directors which occur after the First Annual Meeting caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Declarant shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than 50% in number and in value of all of the Owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal 35% requirement set forth in Article II, Section 4. Any Director whose removal has been proposed by the Owner shall be given an opportunity to be heard at the meet-

ing. The Declarant may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-declarant Owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

Section 8. **First Meeting.** The first meeting of a newly elected Board of Directors shall be held within 10 days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. **Regular Meetings.** Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or telegraph at least 10 days prior to the date named for such meeting.

Section 10. **Special Meetings.** Special meetings of the Board of Directors may be called by the President on 3 days' notice to each Director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two Directors.

Section 11. **Waiver of Notice.** Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. **Adjournment.** At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon 24 hours' prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

Section 13. **First Board of Directors.** The actions of the first Board of Directors of the Association or any successors thereto selected or elected before the Transfer Date shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors.

Section 14. **Fidelity Bonds.** The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE V

OFFICERS

Section 1. **Officers.** The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices except that of President and Vice President may be held by one person.

(a) **President.** The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

(b) **Vice President.** The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

(c) **Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

(d) **Treasurer.** The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

Section 2. Election. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

Section 4. Duties. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE VI

SEAL

The Association may (but need not) have a seal. If the Board determines that the Association shall have a seal, then it shall have inscribed thereon the name of the Association, the words "corporate seal", and "Michigan".

ARTICLE VII

FINANCE

Section 1. Assessments. Every member shall pay an annual assessment which shall be levied by the Board of Directors which shall be used exclusively for the purposes of the Association as set forth in the Declaration. The due date of such annual assessments shall be fixed by the Board of Directors and they shall send written notice of such assessment to each member.

Section 2. Fiscal Year. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of

the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

Section 3. Bank. Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE VIII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least 10 days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Owners thereof. Further, the Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the officers and directors of the Association in such amounts as it shall deem appropriate.

ARTICLE IX

AMENDMENTS

Section 1. Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or may be proposed by 1/3 or more in number of the Owners by instrument in writing signed by them.

Section 2. Meeting. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of these Bylaws.

Section 3. Voting. These Bylaws may be amended by the Owners at any regular meeting or a special meeting called for such purpose by an affirmative vote of not less than three-fourths (3/4ths) of all Owners.

Section 4. By Declarant. Prior to the elapse of 2 years after the First Annual Meeting, these Bylaws may be amended by the Declarant without approval from any other person.

Section 5. When Effective. Any amendment to these Bylaws shall become effective immediately upon adoption.

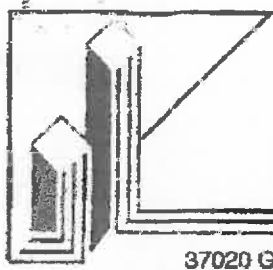
Section 6. Binding. A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Subdivision irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE X

COMPLIANCE

These Bylaws are set forth to comply the requirements of Act No. 162 of the Public Acts of 1982, as amended, and with the duly recorded Declaration. In case any of these Bylaws conflict with the provisions of the statute or with the provisions of the Declaration, the provisions of the statute and Declaration shall be controlling.

Joe
A.S.S.



cornerstone village associates

37020 Garfield, Suite T-1 • Clinton Township, MI 48036 • Phone (810) 286-0334 • Fax (810) 286-1215

Metropolitan Management
Troy, MI

August 27, 2001

Dear Builders,

Please find enclosed information regarding specifications and restrictions that were discussed at the recent builders meeting.

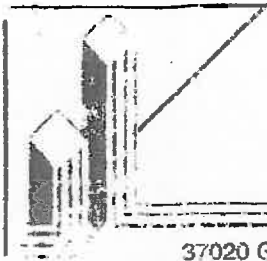
For the protection of the association, developers and builders, it is requested that all purchasers sign a Revised Restriction and Specification (dated November 15, 1999) sheet for the Cornerstone Village Subdivision.

If you have any questions, please feel free to contact me.

Sincerely,

Paul Aragona

PA/aam
Enclosures



cornerstone village associates

37020 Garfield, Suite T-1 • Clinton Township, MI 48036 • Phone (810) 286-0334 • Fax (810) 286-1215

Dated: November 15, 1999

Dear Builders/Sales Staff,

The following are the specifications for commonly installed homeowner improvements. The specifications and restrictions are meant to ensure consistency and uniformity within the development and to enhance its appearance, value and enjoyment to homeowners.

Fences

All fencing allowed should be made of black aluminum and four feet in height and shall not be installed in any areas abutting common areas. Please refer to the enclosed sketch outlining those areas where fencing is prohibited.

The location of fences for swimming pools on those lots which border the common areas shall be subject to the Developers prior written approval.

Mailboxes

The enclosed mailbox drawing represents the only mailbox design approved.

Please remit \$ 240.00 from the homeowner proceeds at closing to Metropolitan Management. (Please note that \$ 240.00 is an estimate and subject to change).

Until the current phases are substantially complete, temporary mailboxes mounted on the temporary stands will be the homeowners responsibility.

Upon substantial completion of homes within each phase, Metropolitan will direct the installation of the permanent mailboxes in the locations indicated on the enclosed sketch.

Please note that these locations are the ones chosen by the local Postmaster and are subject to change at his direction.

Basketball Nets

Basketball Nets shall be mounted on permanently installed black painted poles with clear backboards. No roof mounted or portable nets are allowed.

Decks, Patios and other exterior alterations

Please note that prior approval of plans is necessary. Submission of plans shall be made to Metropolitan Management.

Animals, Easements, Vehicles, Antennas, Landscaping, Signs, Etc.

For these items and more it is important that homeowners familiarize themselves with Article VI, Building and Use Restrictions on pages 10 thru 18 in The Declaration of Covenants, Easements, and Restrictions section of their General Information Booklet.

PURCHASER(S):

LOT #

CORNERSTONE VILLAGE

I HAVE RECEIVED A COPY OF THE REVISED RESTRICTIONS AND SPECIFICATIONS FOR THE CORNERSTONE VILLAGE DATED 11/15/99. I UNDERSTAND THE CHANGES REGARDING FENCING, BASKETBALL NETS, DECKS, PATIOS AND OTHER EXTERIOR ALTERATIONS, AND THE CHANGE OF MAILBOXES WILL REQUIRE PAYMENT YB THE HOMEOWNER AT CLOSING TO METROPOLITAN MANAGEMENT.

PURCHASER'S SIGNATURE

DATE

PURCHASER'S SIGNATURE

DATE

WITNESS

DATE