

PURCHASER INFORMATION BOOKLET

# WHISPERING MEADOWS

Comprised of Two Single Family Residential Subdivisions  
in the  
Township of Ypsilanti, Washtenaw County, Michigan

Developed by:

RDK HOMES  
41740 Michigan Avenue  
Canton, Michigan 48188

# WHISPERING MEADOWS

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**PLAT OF WHISPERING MEADOWS SUBDIVISION NO. 2**

**PLANNED DEVELOPMENT AGREEMENT FOR WHISPERING MEADOWS  
SUBDIVISION**

**AMENDMENT #1 TO THE PLANNED DEVELOPMENT AGREEMENT FOR  
WHISPERING MEADOWS SUBDIVISION**

**AMENDMENT #2 TO THE PLANNED DEVELOPMENT AGREEMENT FOR  
WHISPERING MEADOWS SUBDIVISION**

**AGREEMENT TO ESTABLISH WHISPERING MEADOWS DRAINAGE DISTRICT**

**WELCOME LETTER  
FROM RDK HOMES**



41740 Michigan Avenue  
Canton, MI 48188

Telephone  
(734) 397-7861

Fax  
(734) 397-7953

Dear Whispering Meadows Home Purchaser:

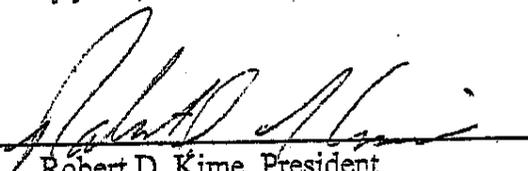
Included with this letter in your Purchaser Information Booklet are the operative legal documents for the use and governance of Whispering Meadows Subdivisions Nos. 1 and 2 (herein called the "Subdivisions" or sometimes collectively referred to simply as "Whispering Meadows") which are adjoining residential developments consisting of a total of 217 separate building lots in Ypsilanti Township, Washtenaw County, Michigan. These documents provide the legal framework for the combined existence of the Subdivisions which have been functionally integrated in order to operate in a complete and most effective manner.

Each lot in the Subdivisions is depicted on the recorded Plats, copies of which are also contained in this Booklet. The roads in both Subdivisions have been dedicated to the public and will be maintained by the Washtenaw County Road Commission. The parks and ponds within the Subdivisions are private, however, and will be maintained by the Whispering Meadows Subdivisions Association (hereinafter called the "Association"), a Michigan non-profit corporation, which will be comprised of all homeowners in both Subdivisions. The development generally will be operated in accordance with the terms of the Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions for the Whispering Meadows Subdivisions as recorded in the Office of the Washtenaw County Register of Deeds and which is also set forth in this Purchaser Information Booklet.

The Association was established pursuant to Articles of Incorporation filed with the State of Michigan and is governed in accordance with its Bylaws, both of which documents are also included in this Booklet. The Association is empowered and required to maintain the common areas of the Subdivisions and will obtain the funds necessary to do so by assessing each homeowner for an equal share of the common expenses. The common areas include the entrance areas to the Subdivisions, the ponds, the parks and any other elements which may be so designated by us, as developer. In addition to its maintenance responsibilities, the Association is also vested with the right and obligation to administer the protective restrictions and covenants concerning the development and use of the homesites and common areas within the Subdivisions.

Whispering Meadows has been developed with great thought and care to provide a valuable and agreeable context for building and occupying your new home. You should carefully examine all of the attached documents for a thorough understanding of the rights and responsibilities of each person who owns a residence in the development. We hope that you will enjoy life in Whispering Meadows to the fullest possible extent.

Very truly yours,

By:   
Robert D. Kime, President

**AMENDED AND RESTATED  
DECLARATION OF  
EASEMENTS,  
COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
WHISPERING MEADOWS  
SUBDIVISIONS**



Peggy M Haines, Washtenaw AM 5470388

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**AMENDED AND RESTATED DECLARATION OF  
EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
WHISPERING MEADOWS SUBDIVISIONS**

**THIS DECLARATION** is made by ROBERT D. KIME, INC., a Michigan corporation, of 41750 Michigan Avenue, Canton, Michigan 48188 (hereinafter referred to as the "Developer") and is intended to take effect as of the 19<sup>th</sup> day of August, 2003 which is the date of recording of the Plat of Whispering Meadows Subdivision No. 2 as hereinafter set forth.

**WITNESSETH:**

**WHEREAS**, the Developer has previously recorded in Liber 32 of Plats at Pages 25 through 33, both inclusive, Washtenaw County Records, a Plat of certain property located in part of the Northeast 1/4 of Section 27, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, subdivided and known as Whispering Meadows Subdivision No. 1 and containing Lots 1 through 115 (hereinafter referred to as "Subdivision No. 1"); and

**WHEREAS**, the Developer has recorded on August 19, 2003 in Liber 34 of Plats at Pages 69 through 75, both inclusive, Washtenaw County Records, a Plat of certain other property contiguous to Subdivision No. 1 and located in part of the Northeast 1/4 of Section 27, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, subdivided and known as Whispering Meadows Subdivision No. 2 and containing Lots 116 through 217 (hereinafter referred to as "Subdivision No. 2"), the legal description of the boundary of which Subdivision is more particularly described on Attachment A hereto; and

**WHEREAS**, the Developer has previously recorded a certain Declaration of Easements, Covenants, Conditions and Restrictions for Whispering Meadows Subdivisions in Liber 3937 at Pages 149, Washtenaw County Records (hereinafter referred to as the "Declaration") which Declaration was, by its terms, made applicable to Subdivision No. 1 with further provisions enabling the Developer, at its election, to extend the applicability of the Declaration to Subdivision No. 2 (hereinafter collectively referred to as the "Subdivisions"); and

**WHEREAS**, there are included in each of the Subdivisions certain Common Areas which are intended to be available for the common benefit, use and enjoyment of the Lot Owners in both Subdivisions and for those owners of other properties to whom the Developer may grant the right to use said Common Areas as provided herein; and



**WHEREAS**, certain easements and restrictions are required by the Township of Ypsilanti and various other public agencies to be imposed by the Developer upon an area or areas within the Subdivisions designated as “Deer Park,” “Gold Finch Park,” “Fox Run Park,” “West Trail Park,” “East Trail Park,” Wildflower Park,” and the “Retention/Detention Ponds” as depicted on the Plats; and

**WHEREAS**, it is necessary to confirm and grant easements and to confirm and establish binding covenants, conditions and restrictions applicable to all properties within both Subdivisions to preserve the value thereof, and to insure the proper maintenance and government of the Common Areas of both Subdivisions; and

**WHEREAS**, certain of the streets and Common Areas within the Subdivisions collectively serve both Subdivisions and the patterns of development and construction within both Subdivisions are intended to be substantially similar and it is appropriate and fitting that both Subdivisions be governed by the single Declaration previously recorded and hereby amended and restated; and

**WHEREAS**, the Whispering Meadows Subdivision Association has been established as a Michigan non-profit corporation for the purposes of holding title to the Common Areas of the Subdivisions and administering the provisions of this Amended and Restated Declaration and each Lot Owner is automatically a member of the Association; and

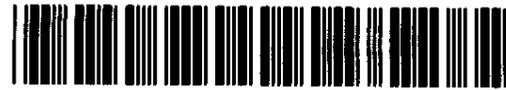
**WHEREAS**, Article IX of the Original Declaration permits the Developer to amend and restate the Original Declaration in order to cause both Subdivisions to be administered subject to the same easements, covenants, conditions and restrictions by the same non-profit, incorporated association of homeowners.

**WHEREAS**, it is desirable that all of the pertinent restrictions and easements for both Subdivisions be consolidated into a single instrument which will replace and supersede the original Declaration, and

**WHEREAS**, Keybank National Association, a national banking association, is the mortgagee of land contained within the Subdivisions and joins in this Declaration for purposes of subordinating its interest hereto, all as set forth in the Joinder Of Mortgagee attached hereto and incorporated herein by reference.

**WHEREAS**, it is the purpose and intention of this Declaration that all properties included within the Subdivisions shall be held and/or conveyed subject to the easements, restrictions and conditions contained in this Amended and Restated Declaration.

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived by the undersigned, its successors and assigns, and all intending purchasers, and future Owners of the various lots comprising the Subdivisions, and the other properties above-mentioned, the Developer does hereby amend and restate the original Declaration and, in furtherance thereof, does declare and provide as follows:



**ARTICLE I**

**DECLARATION**

The undersigned, for itself, its successors and assigns, does hereby publish, declare and make known to all intending purchasers and future Owners of the various Lots (as the term "Lots" is hereinafter defined) comprising the Subdivisions, that the same, together with the Common Areas of the Subdivisions, will and shall be used, held and/or sold expressly together with and subject to the following easements which shall run with the land, and shall also be used, held and/or sold expressly together with and subject to the following building and use conditions, restrictions, covenants and agreements which comprise the general plan for the improvement of the Subdivisions, and which shall be incorporated by reference in all deeds of conveyance and contracts for the sale of said Lots and shall run with the land and be binding upon all grantees of Lots in the Subdivisions, and upon their respective heirs, personal representatives, successors and assigns.

**ARTICLE II**

**DEFINITIONS**

The following definitions shall apply to the following terms when used in this Declaration;

1. **Association.** "Association" shall mean the Whispering Meadows Subdivisions Association, a Michigan non-profit corporation.

2. **Common Areas.** "Common Areas" shall mean the parks designated as such on the Plats of Whispering Meadows Subdivision No. 1 and Whispering Meadows Subdivision No. 2 and other areas which are reserved for common uses, which the Developer may, at its option, designate to be governed and maintained by the Association.

3. **Lot.** "Lot" is defined as a platted lot on which a Residence is to be constructed within the Subdivisions and excluding from said definition any Common Areas.

4. **Residence.** "Residence" is defined as any residential dwelling constructed on a Lot as hereinabove defined.

5. **Lot Owner.** "Lot Owner" shall be defined as every person or entity who or which is a record owner of a Residence or Residences as hereinabove defined in the Subdivisions, but not including any such owners who have sold their interest under executory land contract. During such time as a land contract is in force, the land contract vendee shall be considered to be the Lot Owner. The term "Owner," wherever used in this Declaration, shall be synonymous with the term "Lot Owner."

6. **Township.** "Township" shall refer to the Township of Ypsilanti, Washtenaw County, Michigan.



7. **Drain Commissioner.** "Drain Commissioner" shall mean the Washtenaw County Drain Commissioner.

8. **Subdivision.** "Subdivision" as herein used shall, where applicable, be deemed to include both Whispering Meadows Subdivision No. 1 and Whispering Meadows Subdivision No. 2 or one or the other of the Subdivisions, as the context may require.

**ARTICLE III**

**PLANS FOR DEVELOPMENT**

All plans for development of, and improvements to, the Common Areas and any subsequent enlargements thereof, and/or the creation of additional park areas to be governed and maintained by the Association, and the right to grant rights of user of Common Areas to the Residents of the Subdivisions are and shall be within the sole discretion of the Developer. The proposed design of improvements within any Common Area is to be determined solely in the discretion of the Developer and may be changed by the Developer as provided above at any time until the affected Common Areas have been finally completed.

**ARTICLE IV**

**ASSOCIATION**

1. **Establishment of Association.** The Whispering Meadows Homeowners Association has been established as an association of the Lot Owners in the Subdivisions, organized as a Michigan non-profit corporation, to take and hold title to the Common Areas in the Subdivisions and shall be responsible for the following: management, maintenance, repair, replacement, insurance (as to public liability and property damage), operation and administration of all Common Areas and also of surface drainage and stormwater retention/detention areas which have not been dedicated to and accepted for maintenance and operation by a governmental entity having jurisdiction; maintenance, repair and replacement of the pump and lift station for the stormwater drainage system; landscaping and street lighting (including costs of electricity) within the rights-of-way of Tuttle Hill Road and/or within the rights-of-way of any of the roads in the Subdivisions, and within the entranceways to the Subdivisions and the landscaped islands located in the road rights-of-way within the Subdivisions; maintenance, repair and replacement of all sidewalks, bikepaths and nature trails installed within any public road right-of-way or Common Areas within the Subdivisions; all in accordance with the provisions of this Declaration and the Articles of Incorporation and Bylaws of the Association. "Landscaping" as used herein shall include any common irrigation systems which Developer may elect to install. Upon the affirmative vote (either at a duly convened meeting or by written consent in absence of a meeting) of the Developer and more than 50% of all Owners in the Subdivisions, the Association shall also be responsible for plowing and shoveling snow from public roads and/or public sidewalks located within public road rights-of-way and Common Areas in the Subdivisions. It is intended that any street or common lighting which Developer may elect to install



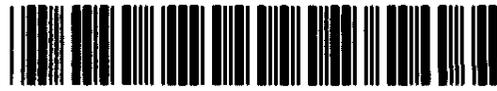
shall operate on photoelectric cells or timers, the intervals of operation of which shall be solely determined by Developer, and thereafter by the Association. Each Lot Owner shall have an easement and right to use the Common Areas subject to the right of administration of the Common Areas by the Association.

Each Lot Owner, simultaneously with the acquisition of title to a Residence or Residences in the Subdivisions shall automatically become and be a member of this Association and shall remain a member thereof until he ceases to be a Lot Owner, and by such acquisition of title shall be deemed to have covenanted with the Developer and the Association to pay such assessments as the Association may lawfully and validly levy, which shall be a lien upon his Lot as further provided below and to be enforced in accordance with the Bylaws of the Association.

**2. Prohibition on Assignment of Association Assets By Members.** The share of a Lot Owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner.

**3. Governance of Association.** The Association shall adopt and maintain Bylaws, which Bylaws shall be binding upon the Lot Owners in the same manner and to the same extent as this Declaration is binding upon the Lot Owners. No occupants of any Residence in the Subdivisions upon whom the Developer has conferred the right to use the Common Areas situated in the Subdivisions shall be deprived of such right of use, except for the violation of rules and regulations promulgated by the Association governing the use of such Common Areas which are equally applicable to all persons entitled to use said Common Areas, or except by reason of the non-payment by the person or entity obligated to pay the same under this Declaration of Restrictions and/or the Association's Bylaws, of a pro rata share of any assessment levied by the Association against all Lot Owners.

**4. Promulgation of Rules and Regulations; Approvals By Association.** The Association shall have the authority to make and enforce regulations pertaining to the use and maintenance of the Common Areas under its jurisdiction, which regulations shall be binding upon the Lot Owners in the Subdivisions. The Association shall be obligated to maintain the Common Areas and also the surface drainage and retention/detention areas until and unless such drainage and retention/detention areas are dedicated to and accepted for maintenance and operation by a governmental entity having jurisdiction so as to insure that the surface drainage and retention areas function as intended, including establishing a systematic program for their inspection, maintenance and repair, when necessary, and such obligations may be enforced by the Lot Owners or any one of them. Any or all of the rights and powers, titles, easements and estates in this instrument reserved or given to the Developer, including the right and power to approve or disapprove any use, act, proposed action, or any other act or thing, may be assigned by the Developer to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing. Upon the delivery of an executed copy of such instrument to the Association, the Association shall thereupon have the same rights and powers as herein given and reserved to the Developer in connection with the rights, powers and easements so assigned. Forthwith upon delivery of the instrument of assignment, the Developer or the Association shall thereupon cause the same to be recorded in the office of the Register of Deeds for Washtenaw County, Michigan.



5. **Enforcement By Association.** The Association shall enforce the restrictive covenants contained in this Declaration of Restrictions, and shall levy assessments against all Lot Owners in the Subdivisions to provide the funds required to defray the cost and expense of such enforcement.

6. **Possibility of Establishment of Recreational Facilities or Other Amenities.** Developer may, in its sole discretion and at its sole expense, also construct recreational facilities or other amenities of such nature as Developer may determine within the Whispering Meadows Subdivisions (hereinafter severally and collectively called the "Amenities") and hereby reserves the right to do so anywhere within the Common Areas. Prior to construction of any Amenities the construction and installation costs of which are to be shared in whole or in part by the Owners in the Whispering Meadows Subdivisions, Developer shall first obtain the written consent of more than 66 2/3% of the then Owners in the Whispering Meadows Subdivisions and such consent shall be sufficient to permit Developer to build such facilities and to bind all then-existing Owners (whether or not consenting to such construction) and all future Owners in the Whispering Meadows Subdivisions to thereafter contribute to the expenses of construction, installation, maintenance, repair and replacement of the Amenities as expenses of administration of the Common Areas hereunder. This paragraph is intended to make it possible to construct Amenities in the future if the Developer and the majority of the then existing Owners agree to such addition. Developer, at this time, has no definite intention to construct any Amenities, and has no obligation to do so except pursuant to its discretionary election to do so and subject to the voting requirements prescribed above.

## ARTICLE V

### ASSESSMENTS

1. **All Lots Subject to Assessment.** All of the Lots within the Subdivisions shall be subject to assessments to be paid by the respective Lot Owners to the Association in accordance with its Bylaws.

2. **Limited Payment of Assessments By Developer.** The Developer shall pay a proportionate share of the following maintenance expenses actually incurred based upon the number of completed Residences owned by it at the time the expense is incurred: maintenance of Common Areas; utility bills for lighting and watering Common Areas and snow plowing of Subdivision streets. In no event shall the Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacements, for capital improvements or other special assessments, except with its concurrence.

3. **Lien on Lots For Non-Payment of Assessments.** Any fees established by the Association for the Subdivisions, and any amounts or expenses incurred in enforcing the restrictions contained herein, together with all amounts assessed by the Association to maintain the Common Areas shall constitute a lien on the Lot of each Lot Owner responsible for such fees or expenses. Developer or the Association, as the case may be, may enforce the lien by recording appropriate



instruments confirming the existence of the lien and foreclosing the lien by appropriate legal action. In such legal action a court of competent jurisdiction shall be empowered to order a sale of the Lot subject to the lien in order to satisfy the lien. The lien shall be subordinate and junior to the lien of any first mortgage securing a loan for the acquisition or improvement of any Lot in the Subdivisions.

## ARTICLE VI

### RESTRICTIONS ON USE OF PROPERTY

1. **Applicability.** The restrictions hereinafter contained shall apply only to Whispering Meadows Subdivision No. 1 and Whispering Meadows No. 2.

2. **Use of Property.**

(a) Any Lots in the Subdivisions owned by the Developer, its successors and assigns, may be used for the erection and maintenance of model homes for sales and display purposes, and for Developer's and builder's offices, if such use is approved in writing by the Developer.

(b) All remaining Lots in the Subdivisions shall be used for residence purposes only, and no building of any kind whatsoever shall be erected, re-erected, moved, or maintained thereon except for residential purposes and appurtenant buildings as hereinafter provided. Each Residence shall be designed and erected for occupation by a single private family as defined under pertinent ordinances of the Township and other applicable laws. A private, attached garage for the sole use of the respective Owner or occupant of the Lot upon which said garage is erected may also be erected and maintained. Other buildings may be erected only if approved by the Developer, in such manner and location as the Developer may, in its sole discretion, permit in writing.

3. **Character and Size of Buildings.**

(a) No building, deck, patio, fence, wall, retaining wall, drive, walk or other structure or improvement shall be commenced, erected, installed or maintained in the Subdivisions, nor shall any addition to, or change or alteration to any structure thereon be made, except interior alterations, until plans and specifications, acceptable to the Developer showing the nature, kind, shape, height and materials, location on the Lot of such structure or improvement and the grading plan of the Lot to be built upon, shall have been submitted to and approved in writing by the Developer, or its authorized agent, and copies of said plans and specifications, as finally approved, lodged permanently with the Developer.

(b) The Developer shall have the right to refuse to approve any such plans and specifications or grading plan which are not suitable, or desirable, in its opinion for aesthetic or other reasons; and in so passing upon such plans, specifications and grading it shall have the right to take into consideration the suitability of the proposed building or other structure



or improvement to be built or constructed, on the Lot upon which it is proposed to erect the same, and the harmony as planned in view of the outlook from the adjacent or neighboring properties. The purpose of this Article VI is to develop the Subdivisions into a beautiful, harmonious, private residential area. If disagreement on any of the points set forth in this paragraph should arise, the decision of the Developer shall control.

(c) However, in the event the Developer, or its agents, have failed to approve or disapprove such plans and specifications within sixty (60) days after the same shall have been delivered to said Developer, then such approval will not be required, provided the plans, specifications and location on the Lot conform to, or are in harmony with, existing structures or improvements in the Subdivisions, and with these Restrictions.

(d) In any case, no dwelling shall be permitted on any Lot in the Subdivisions unless the builder thereof shall have obtained from the Developer, in advance and in writing, specific approval for construction of such dwelling with such minimum amount of living area as the Developer shall prescribe, in its sole discretion. All computations of square footage for determination of the permissibility or erection of a residence shall be exclusive of garages, porches, or terraces. All garages must be attached or architecturally related to the dwelling, and no garage shall provide space for less than two (2) automobiles. Carports may be erected and maintained on Lots in the Subdivisions only if approved in writing by the Developer, prior to the commencement of their erection.

(e) Without written approval by the Developer, no owner shall change in any way the exterior appearance of the residence and other improvements and appurtenances located within a Lot. Thus, in connection with any maintenance, repair, replacement, decoration or redecoration of such residence, improvement or appurtenance, no owner shall modify the design, material or color of any such residence, improvement or appurtenance including, without limitation, windows, doors, screens, roofs, siding or any other component of any building or other structure which is visible from a road, Common Area or other Lot.

**4. Pets and Other Animals.** No animal, other than (a) one cat and one dog; or (b) two cats; or (c) two dogs shall be maintained by any Owner unless specifically approved in writing by the Association. No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time within the Subdivisions and any animal shall at all times be leashed and attended by some responsible person while in the Subdivisions. No savage or dangerous animal shall be kept and any Owner who causes any animal to be brought or kept within the Subdivisions shall indemnify and hold harmless the Developer and the Association for any loss, damage or liability which the Developer and/or the Association may sustain as the result of the presence of such animal on the premises, whether or not the Developer or the Association has given permission therefor. Each Owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Owner. No dog which barks and can be heard on any frequent or continuing basis shall be kept on any Lot or elsewhere within the Subdivisions. The Association may charge all Owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article V of this Declaration in the



event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Subdivisions. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper.

**5. Firearms; Guns.** No Owner of any Lot in the Subdivisions shall use, nor shall he permit or suffer any occupant of the Lot which he owns, or his or their invitees or guests, to use any B-B guns, firearms, air rifles or pellet guns anywhere other than on his own Lot. No Owner or occupant of any Lot in the Subdivisions shall use or permit or suffer his or their invitees or guests to harm or kill any wild fowl or other animals in the Subdivisions at any time without prior written permission of the Developer.

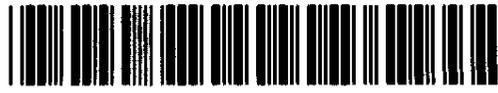
**6. Sight Distance at Intersections.** No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between three (3) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

**7. Easements.**

(a) Easements for the installation and maintenance of utilities, underground cable television lines, and underground sewage, water and drainage lines, and surface drainage swales, are hereby reserved to the public agencies and public utilities providing service to the Subdivisions as shown on the recorded Plats. No one but the persons or agencies in whose favor such easements have been created may utilize these easements. Any of such persons in favor of whom or which such easements have been granted made may enter onto the easement areas from time to time as may be necessary for the installation, maintenance, repair or replacement of public utilities.

No buildings may be constructed or maintained over or on any easements; however, after the aforementioned utilities have been installed, planting, fencing, or other lot line improvements may be allowed, subject always to the last sentence of this subparagraph 7(a), so long as they are not inconsistent with the provision of subparagraph (b) of this paragraph 7, and so long as they do not interfere with, obstruct, hinder, or impair the drainage plan of the Subdivisions and so long as access be granted, without charge or liability for damages, for the maintenance of the utilities or the underground drainage lines so installed, and/or for the installation of additional facilities. It is further provided, however, that no improvements of any sort shall be permitted within any drainage easement without the approval of the Drain Commissioner.

(b) Private easements for public utilities have been granted and reserved on the Plats of the Subdivisions. All Lots in the Subdivisions are subject to the easements and to



any restriction agreement between the Developer and any entity which may provide utility service from time to time.

(c) No Lot Owner shall reserve or grant an easement or right-of-way, upon, under, or over his Lot for conduits, poles, driveways, pathways, or for any other purpose, without the consent, in writing, of the Developer, or its duly authorized agent.

8. **Temporary Structures.** Trailers, tents, shacks, barns, or any temporary building of any description whatsoever, are expressly prohibited within the Subdivisions, and no temporary residence shall be permitted in unfinished residential buildings. The erection of a temporary storage building for materials and supplies to be used in the construction of a dwelling, and which shall be removed from the premises upon completion of the building, may be allowed with the written consent of the Developer.

9. **General Conditions.**

(a) **Disposal of Trash.** No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same shall not be kept except in sanitary containers or trash bags properly concealed from public view. Garbage cans and trash bags shall not be left at the road for more than twenty-four (24) hours in any one week. A specifically designated area may be temporarily used by designated builders if permission is given them by the Developer for the purpose only of burying allowable building waste in a manner which will not be objectionable to adjacent properties.

(b) **Vehicles.** No vans, trucks, motorcycles, all-terrain vehicles, house trailers, mobile homes, commercial vehicles, boat trailers, boats, snowmobiles, snowmobile trailers, camping vehicles, camping trailers or vehicles other than automobiles may be placed, kept, and/or parked on or stored on any street in the Subdivisions or on any Lot in the Subdivisions, unless stored fully enclosed within an attached garage. Commercial vehicles and trucks shall not be parked in the Subdivisions, or on any Lot therein, except while making normal deliveries or pick-ups in the normal course of business.

(c) **Laundry.** No laundry shall be hung for drying in such a way as to be visible from the street on which the Lot fronts, and in the case of corner Lots, such laundry shall not be hung so that it will be visible from the streets on which the Lot fronts and sides.

(d) **Antennas.** No exterior aerials or antenna may be erected, installed, or maintained in said Subdivisions without the written approval of the Developer.

(e) **Trees and Grades.** The grade of any Lot or Lots in the Subdivisions may not be changed without the written consent of the Developer. This restriction is intended to prevent interference with the master drainage plans for the Subdivisions. No trees whose caliper shall exceed two (2") inches shall be removed from any Lot without the prior written consent of the Developer.



(f) **Driveways.** All driveways shall be constructed with concrete surfacing, unless the use of another type of surfacing shall be specifically approved by the Developer in writing.

(g) **Air Conditioners.** No "through the wall" air conditioners may be installed on the front of any building in the Subdivisions. The installation of "through the wall" air conditioners on any other walls of any building must be specifically approved in writing by the Developer prior to installation.

(h) **Air Conditioner Compressors.** No outside compressor for central air conditioning units may be installed and/or maintained on any Lot in the Subdivisions unless located directly behind the Residence, away from the bedrooms of the Residence on the adjoining Site. Any other location of such compressor must receive prior written approval of the Developer.

(i) **Swimming Pools.** No swimming pool may be higher than one (1) foot above the existing Lot grade unless specifically approved in writing by the Developer.

(j) **Basketball Equipment.** No basketball boards or baskets may be installed on the side of any building which faces a street. If the garage door faces a street, a basketball board and basket may be installed on a black pole at least fifteen feet back from the street right-of-way line. If the garage doors face a side lot line and do not face a street, a basketball board and basket may be installed on the face of the garage above the door. All basketball boards are to be clear plastic with all supporting structure and the basket hoop to be painted black. Any owner proposing to install a basketball board or basket prior to installation must first submit a drawing to the Association showing its proposed location and the specific design and model of the product proposed to be used. Installation may only be commenced upon receipt of written approval of the request from the Association.

(k) **Sump Pumps and Drainage.** Sump pumps may not be outletted through underground pipes onto the road right-of-way or an adjacent Lot. No impervious channel may be constructed on the surface of the ground whose purpose is to cause the flow from the sump pump to outlet directly onto the road or adjacent property without first assuring reasonable ground percolation.

The purpose of this subparagraph is to cause as much of the sump pump drainage, if any, to percolate into the ground rather than outlet directly into the road right-of-way or onto a neighboring Lot. A Residence on a Lot adjacent to a drainage swale on a recorded drainage easement may have the sump pump piped directly to that drainage swale.

(l) **Play Structures.** Permanent or temporary play structures may not be placed or installed closer than ten (10) feet to any lot line and must be placed back of the residence. Play structures are defined to include swing sets, slides, climbing structures and any related platforms or structures, or play houses. Play structures in the back yard shall be restricted to a single location which may not cover an area longer than twenty (20) feet and a width of

ten (10) feet with a maximum height above the ground of eight (8) feet. All play structures must be of a natural wood tone or beige or grey in color. Any deviation from the above standards must be approved in writing by the Association after evaluating the effect of the proposed play structures on adjacent property owners.

**10. Sales Agency and/or Business Office.** Notwithstanding anything to the contrary herein contained, the Developer and/or any builder or builders which it may designate, may construct and maintain a sales agency and a business office on any Lot or other area in the Subdivisions which it or they may select, or may use a model house for such purposes, and the Developer and such designated builder or builders may continue to do so until such time as all of the Lots in the Subdivisions and in any other subdivision or subdivisions or condominium developments, any boundary line of which is located within a distance of a half mile from any boundary line of the Subdivisions and in which the Developer or such other designated builder or builders have an interest, are sold by them.

**11. Lease Restrictions.** No Owners of any Residences shall lease and/or sublet less than the whole of the Residence or for a period of less than one year.

**12. Fences.**

(a) No fence, wall, or solid hedge may be erected, grown or maintained in the front of any Lot; provided, however, that with the prior written permission of the Developer a low ornamental fence along the front line of a Lot, in architectural harmony with the design of the structure, may be erected, if, in the opinion of the Developer, the same is aesthetically desirable. The side line of each corner Lot in the Subdivisions which faces a street shall be deemed to be a second front line and shall be subject to the same restrictions as to the erection, growth or maintenance of fences, walls, or hedges as is hereinbefore provided for front building lines. It is further provided, however, that no improvements of any sort shall be permitted within any drainage easement without the approval of the Drain Commissioner.

(b) No fence, wall or solid hedge may be erected, grown or maintained which is more than four (4) feet in height, without the prior written permission of the Developer.

(c) No wire fence shall be permitted on any of the Lots in the Subdivisions. Permanent fences shall be of such masonry or ornamental iron materials as are approved by the Developer, or of wood construction, and the design of all fences must be approved by the Developer, prior to installation.

(d) If a particular condition arises in which fencing beyond the four (4) foot height, or of a material other than those herein specified is desirable, a request for permission to increase the height or to use such other material shall be submitted to the Developer, and it shall have the right to grant such permission, if, in its opinion, a variance from the provisions of subparagraphs (a), (b) and/or (c) of this paragraph 12 is desirable. Wire fences will normally not be allowed.



(e) All portions of a Lot lying in front of the Residence as hereinbefore set forth, shall be used for ornamental purposes only.

13. **Signs.** No sign or billboard shall be placed, erected, or maintained in the Subdivisions, except that one sign advertising that the Residence is for sale or lease, which said sign shall have a surface of not more than five (5) square feet, and the top of which shall be three (3) feet or less above the ground, may be erected and maintained on any of said Lots; provided, however, that such sign shall have been constructed and installed in a professional manner, and its design and color must have previously been approved by the Developer. Such sign shall be kept clean and in good repair during the period of its maintenance on the said Lot, and shall in no event be placed and maintained nearer than five (5) feet from its front line. Such other signs may be erected and maintained as permitted in writing by the Developer, and the provisions of this paragraph shall not apply to such signs as may be installed or erected on any Lot by the Developer, or any builder which it may designate during the construction period, or during such periods as any Residence may be used as a model or for display purposes.

14. **Mailboxes and Newspaper Holders.** The design, material, color and construction of all mailboxes, newspaper holders and their stands must be approved by the Developer prior to their erection. They must also be properly maintained and kept in sightly appearance.

15. **Destruction of Building by Fire, etc.** Any Residence or building on any Lot in the Subdivisions which may be in whole or in part destroyed by fire, windstorm, or otherwise, must be rebuilt with all reasonable dispatch and, pending such rebuilding, all debris shall be removed from such Lot and property, in order to preserve the sightly condition of the Subdivisions.

16. **Drainage Ditches, Swales or Related Facilities.** Any drainage ditches, swales or related facilities now or hereafter located in the Subdivisions shall not be drained, filled, altered, changed, dammed or widened without the express written consent of the Developer and the Drain Commissioner.

17. **Landscaping and Exterior Maintenance.** Upon the completion of a Residence in the Subdivisions, 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) shall cause the Lot owned by him, and the road ditch in front or to the curb, if such curb is installed, except such portion thereof used for driveways and walks, to be finish-graded and seeded or sodded and suitably planted as soon after the completion of construction as weather permits, but in no event more than 90 days after completion except for inclement weather. The Lot and the drainage ditch, if any, contiguous thereto, or to the curb, if any, shall be kept free of weeds by the Owner thereof. All landscaping and lawns shall be well maintained at all times. No trees the caliper of which shall exceed two (2") inches shall be removed from any Lot without the prior written consent of the Developer. The exterior of each Residence shall be repaired, painted or restained and renewed as often as necessary to maintain a sightly appearance commensurate with the preservation of values in the Subdivisions. Failure of a Lot Owner to comply with these provisions shall confer upon the Association the right to do so at the expense of the Lot Owner, and to charge the same



against him and obtain a lien therefor, as provided elsewhere herein and in the Bylaws of the Association.

**18. Planting of Trees.** Developer may adopt reasonable tree-planting regulations which shall be binding upon all Owners after adoption and due notification to all Owners. In the event of such adoption, then each Owner shall be responsible for installation of such trees upon his Lot as shall be prescribed in such regulations and neither the Developer nor the Association shall have any financial or other obligation to Lot owners for the planting of such trees. The responsibility therefor shall be solely and absolutely that of the Lot Owner who initially acquires a new Residence on any Lot. Failure of a Lot Owner to comply with the provisions of this Section 18 and any regulations promulgated hereunder shall entitle the Developer or the Association, at the election of either, to plant such trees and charge all costs thereof to the Lot Owner and collect the same from such Owner as otherwise provided for assessment of landscaping costs in Section 17 of this Article VI. In the event of such election by Developer, it may obtain reimbursement for its costs from the Association which shall in turn charge and collect the same from the Owner.

**19. Common Areas.** The design, color, construction, type of material, of any entranceways, gates, walls, fences, play structures, lights, recreational equipment, fountains, ornamental pools and any other ornamental structures which the Developer has installed or may hereafter install in the Subdivisions or within any abutting road right-of-way at its own expense, and the design and materials used in any landscaping installed on or around any of the aforementioned improvements which have been provided by the Developer, and/or on or in any Common Area shall not be changed without the express prior written consent of the Developer, nor shall any additions be made thereto without its prior written consent. No assignment or transfer of the Developer's rights or powers made pursuant to the provisions of Paragraph 4 of Article IV hereof shall give any other entity the right to approve such changes or additions, such right being expressly reserved to the Developer, unless it shall expressly and specifically assign and transfer the same. The maintenance of such gates, entranceways, walls, fences, lights, play structures, recreational equipment, fountains, ornamental pools, other ornamental structures, landscaping materials and other improvements referred to above, either expressly or by implication, shall be the responsibility of the Association.

**20. Easements, Restrictions and Covenants For Retention/Detention Ponds.** The Retention/Detention Ponds ("Ponds") designated as such on the Plats shall be subject to the following restrictions and affirmative covenants:

(a) The Ponds shall be preserved in their existing state by the Developer, the Association and all Lot Owners.

(b) The Ponds, shall be maintained in accordance with all Ordinances and Regulations of the Township as may be in effect and pertinent thereto from time to time. If the Washtenaw County Drain Commissioner takes jurisdiction of the Ponds, the Commissioner's jurisdiction shall be primary but any failure of the Commissioner to exercise jurisdiction shall not relieve the Association from its obligation to maintain the Ponds in accordance with this covenant.



(c) The Ponds shall not have aeration, fountains or lights.

(d) The restrictions set forth in this Section 20 may be amended only by execution by the Developer, its successors or assigns, of an instrument to such effect which must be approved in writing by the Township, the Drain Commissioner and the Association in order to become effective and by the recordation of such amendment and approval in the office of the Washtenaw County Register of Deeds. Any purported amendment or modification of the rights granted hereunder shall be void and without legal effect unless agreed to in writing by the Township and the Drain Commissioner.

(e) The restrictive covenants declared in this Section above shall run with the land, shall be perpetual in nature and shall be of both benefit and burden to the Developer and the Owners, and their heirs, representatives, successors and assigns of the Subdivisions, and any part or parts thereof.

(f) The restrictions and covenants set forth in this Section 20 constitute an easement granted to and for the benefit of the Township and the Drain Commissioner; PROVIDED, HOWEVER, such easement does not grant or convey to the Township or members of the general public any rights of use of the Ponds or any other Common Areas within the Subdivisions.

**21. Improvements Within Road Rights-of-Way.** Neither the Association nor any Lot Owner shall install any trees, rocks, landscaping berms, head walls, signs, sprinklers or private utilities over, upon or under any road rights-of-way within the Subdivisions. This provision is for the benefit of the Washtenaw County Road Commission and shall not be modified without its consent.

**22. Other Subdivisions and Adjacent Property.**

(a) The parties acknowledge that the covenants, conditions and restrictions set forth herein shall not be binding upon or affect in any way any property outside of the Subdivisions. Specifically, these restrictions shall not apply to or constitute a burden or encumbrance on any adjacent property, including any adjacent property owned by Developer.

(b) Developer reserves the right to create one or more subdivisions and/or condominium projects from the property adjacent to the Subdivisions, or to otherwise develop all or any of such property. Such subdivisions, condominium projects or other developments may be the subject of no restrictions or of restrictions which are more or less stringent than those set forth herein.

(c) To the extent that any such other subdivision is compatible, in Developer's sole judgment, with this Subdivision, this Declaration may be amended and extended solely by Developer without consent of any other person to have like effect upon the lots in such other subdivision and the homeowners association established under Article IV may be expanded to include the additional Lot owners as members.



23. **Violation.** Violation of any restriction or condition or breach of any covenant or agreement herein contained shall give the Developer, its successors and assigns, and each Lot Owner, all remedies for enforcement provided by law. In addition, the Developer, its successors or assigns, shall have the right in the event of such violations to enter upon the land upon which such violation or breach exists, and summarily to abate and remove, at the expense of the Owner thereof, any structure, building, thing, or condition that may be, or exist contrary to the intent and meaning of the provisions thereof, and the Developer shall not thereby be deemed guilty of any manner of trespass for such entry, abatement, or removal.

24. **Severability of Provisions.** Invalidation of any of the covenants, conditions or limitations in this instrument contained, by the judgment or court order, shall in no wise affect any of the other covenants, conditions, and limitations which shall remain in full force and effect.

25. **Non-Waiver.** The failure of the Developer, or the Association to which it may have assigned or transferred its rights and powers hereunder to enforce any of the terms, provisions, covenants and restrictions, of this Declaration, shall not constitute a waiver by the Developer, or the Association, of such terms, provisions, covenants and restrictions, and shall not affect or impair the right of the Developer and/or the Association at any time thereafter to enforce the same.

**ARTICLE VII**

**STORM DRAINAGE FACILITIES EASEMENTS AND REQUIREMENTS**

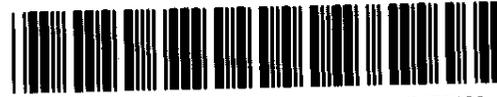
The Developer hereby declares and grants perpetual and permanent easements (hereinafter the "Easements"), in accordance with the following provisions, in favor of the Washtenaw County Drain Commissioner, the Whispering Meadows Drainage District (collectively hereinafter the "Grantee") and Grantee's successors, assigns and transferees in, over, under and through all areas described in the Plats of the Subdivisions as recorded in Washtenaw County Records, which Easements may not be amended or revoked except with the written approval of Grantee, and which contain the following terms and conditions and grants and following rights:

1. **Purposes.** The Easements shall be for the purposes of developing, establishing, constructing, repairing, maintaining, deepening, cleaning, widening and performing any associated construction activities and grading in connection with any type of drainage facilities or storm drains in any size, form, shape or capacity in the Subdivisions.

2. **Assignment, Transfer, Conveyance.** The Grantee shall have the right to sell, assign, transfer or convey these Easements to any other governmental unit.

3. **Permanent Structures Prohibited.** No Owner in the Subdivisions shall build or convey to others any permanent structures on said Easements.

4. **Other Prohibited Activities.** No Owner in the Subdivisions shall build or place on the area covered by the Easements any type of structure, fixture or object, or engage in any activity



or take any action, or convey any property interest or right, that would in any way either actually or threaten to impair, obstruct, or adversely affect the rights of Grantee under said Easements.

5. **Right of Entry.** The Grantee and its agents, contractors and designated representatives shall have the right of entry on, and to gain access to, the Easement property.

6. **Lift Station and Pump.** Pursuant to the requirements of Grantee, the Association must maintain, repair and replace, as needed, the pump and lift station for the stormwater drainage system. To that end, the Association shall, at all times, maintain a dedicated reserve fund for such purposes which fund shall be subject to audit by Grantee upon request and may be required by Grantee to be placed in an escrow account or otherwise secured as Grantee may determine. In furtherance of this section, the Association shall maintain in force at all times a contract with a licensed pump maintenance contractor and evidence thereof shall be furnished annually to the Drain Commissioner.

7. **Sump Drains.** The building leads and collection system appurtenant to the storm system are the respective responsibilities of the individual homeowners and are not part of the Whispering Meadows Drainage District.

8. **Release of Claims.** All owners in the Subdivisions release Grantee and its successors, assigns or transferees from any and all claims to damages in any way arising from or incident to the construction and maintenance of a drain or sewer or otherwise rising from or incident to the exercise by Grantee of its rights under the said Easements, and all owners covenant not to sue Grantee for any such damage.

9. **Stormwater Management Maintenance System Plan.** The following maintenance plan for the stormwater management system shall be strictly observed.

**(a) Responsibility for Maintenance of Stormwater Drainage System (the "Stormwater Facilities") lying within the Subdivisions.**

(i) During the period in which the Developer controls the operations of the Association (the "Construction and Sales Period") it is the Developer's responsibility to perform the Drainage System maintenance required hereunder.

(ii) Following the Construction and Sales Period, it will be the responsibility of the Association to perform such maintenance.

(iii) Routine maintenance of the Stormwater Facilities must be completed within 14 days of receipt of written notification that action is required, unless other acceptable arrangements are made with the Drain Commissioner. Should the responsible party fail to act within this time frame, the Drain Commissioner may perform the needed maintenance and assess the costs against the Association.



(b) **Source of Financing.** The Association will assess its members (all owners of Lots in the Subdivisions) to pay for all maintenance activities on a continuing basis.

(c) **Maintenance Tasks and Schedule**

(i) Required maintenance shall be performed in accordance with the charts attached as Exhibit 1 and Exhibit 2 to this Declaration. Exhibit 1 describes maintenance tasks during the Construction and Sales Period to be performed by the Developer. Exhibit 2 describes maintenance tasks to be performed thereafter by the Association.

(ii) Before turning any portion of the Drainage System in Whispering Meadows over to the Association, the Developer will have the Stormwater Management System inspected by an engineer to verify that the system is constructed and operational per the approved construction plans.

10. **Amendment.** The rights granted to the Washtenaw County Drain Commissioner, the Whispering Meadows Drainage District, and their successors and assigns, under Article VII of these restrictions may not be amended without the express written consent of the Grantee hereunder. Any purported amendment or modification of the rights granted thereunder shall be void and without legal effect unless agreed to in writing by the Grantee, its successors or assigns.

11. **Covenants Run With the Land.** The Easements granted and declared above shall run with the land, shall be perpetual Easements and shall be of both benefit and burden to the Grantee and the Owners, and their heirs, representatives, successors and assigns of the Subdivisions, and any part or parts thereof.

**ARTICLE VIII**

**ADDITIONAL EASEMENTS**

1. **Detroit Edison Company Easement.** The Subdivision is subject to a 90-foot wide Detroit Edison Company Easement for overhead power lines located within Deer Park as shown on the Plat of Subdivision No. 1 and as recorded in Liber 1383 at Page 695, Washtenaw County Records. Neither the Association nor any Lot Owner shall engage in any construction or other activity which is prohibited by the terms of said Easement.

2. **Easement for Exterior Maintenance.** The Developer and the Whispering Meadows Subdivisions Association or its duly authorized agents shall have an easement over and access to each Lot in the Subdivisions from time to time, during reasonable working hours, upon notice to the Owner thereof, as may be necessary for the Association to carry out its right of exterior building and lawn maintenance and tree planting as provided in Article VI, Sections 17 and 18 hereof.



3. **Easement for Access to Certain Parks**. Developer hereby declares and grants, for the benefit of all citizens of the Township, an easement to and through Deer Park, West Trail Park and East Trail Park (collectively, the "Parks") as depicted on the Plats. Such easement and the use thereof by the citizens of the Township shall be subject to the same rules, regulations and policies as to use of the Parks by the Lot Owners of the Subdivisions as may be promulgated from time to time by the Association. In furtherance of the easement created hereby, no fences or other similar barriers may be erected by the Developer or the Association on any common boundary between the Parks and any other public or private park lying outside the Subdivisions. Notwithstanding the creation of this easement in favor of the citizens of the Township, the Parks shall be owned by the Association and the costs of maintenance, repair and replacement associated therewith shall be costs to be borne exclusively by the Lot Owners in the Subdivisions pursuant to the other pertinent provisions of this Declaration and no such costs shall be borne by the Township or its citizens.

**ARTICLE IX**

**AMENDMENT OR RESTATEMENT**

The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity unless amended as hereinafter set forth. Prior to conveyance to Owners of all Lots in the Subdivisions, this Declaration may be amended or restated in its entirety by the Developer, at any time or from time to time, at its sole discretion, for the purpose of creating additional easements, or altering or amending existing easements, or for the purpose of adding Common Areas, or to clarify or amplify some portion or portions hereof, or to make such additional amendments hereto as do not materially increase the obligations or materially decrease the benefits of any Lot Owner. All of the Owners or mortgagees of Lots and other persons interested or to become interested in the Subdivisions from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Declaration. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the execution of such amendments to this Declaration and all other documents necessary to effectuate the foregoing. After all Lots in the Subdivisions have been conveyed by Developer, this Declaration may be amended by the affirmative vote (in person or in writing) of 75% of all Owners of Lots within the Subdivisions. Any such Amendment shall be executed by the Association and shall become effective upon recording in the office of the Washtenaw County Register of Deeds.

**ARTICLE X**

**BINDING EFFECT**

The covenants herein shall be binding upon the heirs, devisees, legatees, executors, administrators, assigns and successors of the respective parties hereto, and upon all intending purchasers and future Owners of Lots in the Subdivisions, and shall inure to the benefit of the Developer, its successors and such entities to which it may assign any or all of the rights, privileges and powers hereby reserved and granted to the Developer.





Peggy M Haines, Washtenaw AM 5470386

**ATTACHMENT A**  
**(LEGAL DESCRIPTION OF WHISPERING MEADOWS SUBDIVISION NO. 2)**  
**TO**  
**AMENDED AND RESTATED DECLARATION OF**  
**EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR**  
**WHISPERING MEADOWS SUBDIVISIONS**

Part of the N.E. 1/4 of Section 27, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, being more particularly described as commencing at the East 1/4 corner of Section 27, Town 3 South, Range 7 East; thence N. 88° 11' 44" W., 564.78 feet along the East-West 1/4 line of Section 27 to the point of beginning; thence continuing along said East-West 1/4 line of Section 27 N. 88° 11' 44" W., 2108.49 feet to the center post of said Section 27; thence along the North-South 1/4 line of said Section 27 N. 01° 16' 20" W., 1363.64 feet; thence S. 87° 33' 30" E., 602.44 feet along the South line of S. Oaklawn Blvd. and S. Redwood Ave. of The Pines Subdivision Liber 8 Page 1 Washtenaw County Records, to a point on the boundary of Whispering Meadows Subdivision No. 1 as recorded in Liber 32 Page 25 of Plats, Washtenaw County Records; thence continuing along the Westerly and Southerly Boundary of said Whispering Meadows Subdivision No. 1 the following thirty six (36) courses: S. 02° 26' 30" W., 112.00 feet, N. 87° 33' 30" W., 54.71 feet, S. 02° 26' 30" W., 133.69 feet, 37.06 feet along the arc of a curve to the left (radius = 263.00 feet, central angle = 08° 04' 22", chord = S. 01° 35' 41" E., 37.03 feet), S. 84° 22' 08" W., 76.59 feet, S. 77° 48' 44" W., 48.35 feet, S. 57° 36' 18" W., 43.24 feet, S. 31° 24' 55" W., 42.56 feet, S. 12° 51' 48" W., 44.01 feet, S. 02° 32' 01" W., 59.59 feet, S. 00° 41' 10" E., 478.62 feet, S. 24° 49' 18" E., 38.28 feet, S. 48° 10' 08" E., 37.92 feet, S. 73° 42' 20" E., 37.84 feet, S. 85° 27' 46" E., 22.54 feet, N. 01° 48' 16" E., 63.06 feet, N. 09° 26' 01" W., 84.11 feet, N. 02° 18' 57" W., 42.96 feet, N. 17° 29' 55" E., 66.96 feet, N. 36° 09' 53" E., 46.79 feet, N. 55° 57' 57" E., 69.48 feet, N. 77° 07' 47" E., 52.02 feet, S. 85° 31' 13" E., 63.68 feet, S. 65° 45' 46" E., 54.64 feet, S. 45° 16' 25" E., 68.54 feet, S. 19° 51' 28" E., 84.64 feet, S. 14° 28' 56" E., 50.05 feet, S. 01° 48' 16" W., 150.09 feet, S. 88° 11' 44" E., 900.40 feet, N. 65° 01' 29" E., 115.67 feet, N. 72° 35' 00" E., 40.87 feet, N. 03° 55' 31" E., 126.99 feet, 41.09 feet along the arc of a curve to the right (radius = 197.00 feet, central angle = 11° 57' 05", chord = N. 83° 21' 10" E., 41.02 feet), N. 89° 19' 43" E., 133.00 feet, N. 00° 40' 17" W., 51.28 feet, N. 89° 19' 43" E., 112.00 feet; thence S. 00° 40' 17" E., 598.89 feet to the point of beginning. Containing 1,301,441 Square Feet or 29.88 Acres. Comprising of 102 lots numbered 116 through 217 inclusive, three (3) private parks and one (1) private walkway.



EXHIBIT 1

MAINTENANCE TASKS SCHEDULE AND BUDGETS DURING CONSTRUCTION

TASKS:	COMPONENTS:								SCHEDULE:
	Estimated Annual Budget = \$11,000.00	\$50 WK	\$2000 YR	\$200 YR	\$1000 YR	\$50 WK	\$500 YR	\$100 YR	
Inspect for sediment accumulation		X	X	X	X	X	X	X	Weekly
Removal of sediment accumulation		X	X	X	X	X	X	X	As needed & prior to turnover
Inspect for debris		X	X	X	X	X	X	X	Quarterly
Cleaning of debris		X	X	X	X	X	X	X	As needed & and at turnover
Inspection of erosion		X	X	X	X	X	X	X	Weekly
Re-establish permanent vegetation		X	X	X	X	X	X	X	As needed & prior to turnover
Mowing		X	X	X	X	X	X	X	As needed
Inspect structural elements		X	X	X	X	X	X	X	Annually and at turnover
Make adjustments or replacements as determined by pre-turnover inspection		X	X	X	X	X	X	X	As needed



PERMANENT MAINTENANCE TASKS SCHEDULE AND BUDGETS (BY WMHOA)

TASKS:	COMPONENTS:										SCHEDULE:			
	Estimated Annual Budget = \$5,000.00/YR	\$200 YR	\$1000 YR	\$200 YR	\$500 YR	\$200 YR	\$100 YR	\$200 YR	\$1000 YR	\$1000 YR		\$100 YR	\$100 YR	\$200 YR
Inspect for sediment accumulation		X												Annually
Removal of sediment accumulation														Every 5-10 yrs as needed
Inspect for debris				X	X									Annually
Cleaning of debris				X	X									As needed
Inspection of erosion				X	X									Annually
Re-establish permanent vegetation on eroded slopes														As needed
Mowing														As needed
Inspect structural elements during wet weather (by a professional engineer)									X	X				Annually
Make adjustments or replacements as necessary											X	X		As needed
Keep records of all inspections and maintenance activities and report to WMHOA									X	X				Annually
Keep records of all costs for inspections, maintenance and repairs. Report to WMHOA									X	X				Annually
WMHOA reviews cost effectiveness of the preventative maintenance program and makes adjustments as needed.														Annually
WMHOA to have a professional engineer carry out emergency inspections upon identification of severe problems														Annually
														As needed

(WMHOA) = Whispering Meadows Home Owners Association

**ARTICLES OF  
INCORPORATION FOR  
WHISPERING MEADOWS  
SUBDIVISIONS  
ASSOCIATION**

RECEIVED

6-28-99 01474909 \$20.00 ORG&FI

FILED

JUL 12 1999

762-610

JUL 16 1999

MI DEPT. OF CONSUMER & INDUSTRY SERVICES  
CORPORATION, SECURITIES & LAND DEV. BUREAU

**NON-PROFIT  
ARTICLES OF INCORPORATION  
OF  
WHISPERING MEADOWS SUBDIVISIONS ASSOCIATION**

Administrator  
CORP. SECURITIES & LAND DEV. BUREAU

These Articles of Incorporation are signed and acknowledged by the Incorporator for the purpose of forming a non-profit corporation under the provisions of Act No. 162 of the Public Acts of 1982, as amended.

**ARTICLE I  
NAME**

The name of the corporation is Whispering Meadows Subdivisions Association, hereinafter called the "Association."

**ARTICLE II  
PURPOSES AND POWERS OF THE ASSOCIATION**

This Association does not contemplate pecuniary gain or profit to the members thereof, and the general purposes for which it is formed are to encourage and promote the highest standards of maintenance, preservation and administration for residential platted subdivisions to be developed in the Charter Township of Ypsilanti, Washtenaw County, Michigan, and known as the Whispering Meadows Subdivisions (hereinafter called the "Subdivisions"). The Subdivisions will be established in accordance with the Plats to be recorded in Washtenaw County Records and a certain Declaration of Easements, Covenants, Conditions and Restrictions for Whispering Meadows Subdivisions (hereinafter called the "Declaration") also to be recorded in Washtenaw County Records, for the benefit of all "Common Areas," "Lots" and "Owners" described in the Declaration as the same may be amended from time to time. The Association is also formed to promote the health, safety and welfare of the residents within the Subdivisions. In furtherance of all of the foregoing, the specific purposes of the Association are to:

- A. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration;
- B. Enforce the restrictions set forth in the Declaration for the common benefit of all Lot Owners in the Subdivisions;
- C. Hold title or easements to all of the Common Areas and to any improvements and facilities located thereon;
- D. Cause the Common Areas to be maintained in reasonable and good condition in accordance with the nature of said Common Areas within the purposes stated in the Declaration and in accordance with all ordinances, regulations and other lawful requirements of the Charter Township of Ypsilanti;
- E. Provide information, guidance and services to all members of the Association and to the owners of the residential areas within the Subdivisions or any other areas over which the Association may subsequently acquire jurisdiction;
- F. Represent all members of the Association on matters of mutual interest before all governmental and administrative bodies, boards and agencies, provided, however, that any such

representation on a controversial issue shall be based on an affirmative vote or poll of a majority of all members;

G. Construct, improve and maintain (with the prior written approval of the Developer of the Subdivisions when necessary) recreational and other facilities in the Common Areas for the benefit of the members of the Association;

H. Establish and enforce rules and regulations for utilization of the Common Areas and improvements and facilities located thereon by members of the Association and all other lawful users and for such other purposes as are permitted under the Declaration;

I. Fix and levy against and collect from the members of the Association dues, fees, charges and assessments relative to the ordinary and regular maintenance, repair, replacement and administration of the Common Areas and for all administrative costs pertinent to the exercise of the powers and duties of the Association; further, to enforce against the members of the Association the lien to secure payment thereof as provided in the Declaration;

J. Acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, license, transfer, dedicate for public use or otherwise dispose of real or personal property in fulfillment of the purposes of and in connection with the lawful affairs of the Association;

K. Borrow money and mortgage, pledge, secure, or hypothecate any and all of its real or personal property as security for money borrowed or debts incurred in fulfillment of the purposes of and in connection with the lawful affairs of the Association;

L. Provide coordination and assistance to all governmental authorities having jurisdiction over fire protection, police protection and other governmental activities with respect to all property within the Subdivisions and any other areas over which the Association may acquire jurisdiction;

M. Arrange and contract for any and all services necessary or desirable for the effective administration of the Subdivisions including, without limitation, landscaping, insurance coverages, drainage, lighting, snow handling, security, utilities, management and maintenance services, other professional services and any other functions on behalf of the Association and members of the Association which the board of directors of the Association may deem useful, desirable or necessary.

N. In furtherance of the foregoing purposes, do all acts necessary to perform, enforce and administer any duties, powers and rights conferred upon the Association by the Declaration, these Articles, the Bylaws of the Association and by the members of the Association and to have and exercise any and all powers, rights and privileges which a corporation organized under the Non-profit Corporation Act of the State of Michigan by law may now or hereafter have or exercise.

### **ARTICLE III REGISTERED OFFICE AND POST OFFICE ADDRESS**

A. The location of the first registered office is 41750 Michigan Avenue, Canton, Wayne County, Michigan 48188.

B. The post office address of the first registered office is 41750 Michigan Avenue, Canton, Wayne County, Michigan 48188.

**ARTICLE IV  
RESIDENT AGENT**

The name of the first resident agent is Robert D. Kime.

**ARTICLE V  
ASSETS AND FINANCING**

The Association is organized as a nonprofit corporation upon a non-stock membership basis.

A. The amount of assets which the Association possesses at the time of incorporation is:

Real Property: None  
Personal Property: None

B. The terms of the general plan of financing of the Association are as follows:

Assessment of members.

**ARTICLE VI  
INCORPORATOR**

The name of the Incorporator is William T. Myers and his place of business is 1577 North Woodward Avenue, Suite 300, Bloomfield Hills, Michigan 48304-2820.

**ARTICLE VII  
DURATION**

The term of the Association's existence is perpetual.

**ARTICLE VIII  
MEMBERSHIP AND VOTING**

A. The members of the Association shall consist of (i) Robert D. Kime, Inc., a Michigan corporation (the "Developer") of the Subdivisions which is the Declarant under the Declaration, or its duly designated successor or successors under the Declaration and (ii) all individual, single-family Lot Owners within the Subdivisions.

B. Membership in the Association shall be established by acquisition of fee simple title or land contract vendee's interest in a Lot which is subject to the terms of the Declaration and by recording with the Register of Deeds of Washtenaw County, Michigan, a deed or other instrument establishing a change of record or beneficial title to such Lot and the furnishing of evidence of same satisfactory to the Association, the new owner thereby becoming a member of the Association and the membership of the prior owner thereby being terminated. The Developer's membership shall continue until the Developer no longer owns any Lot which is subject to the Declaration.

C. Except as set forth herein, no other person or entity shall be entitled to membership in the Association.

D. The separate share of a member in the funds and assets of the Association cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to his Lot.

E. Voting by members shall be in accordance with the provisions of the Bylaws of the Association.

**ARTICLE IX  
LIMITATION OF LIABILITY OF VOLUNTEER OFFICERS AND DIRECTORS  
AND OTHER VOLUNTEERS**

No volunteer director or volunteer officer, as those terms are defined in Act 162, Public Acts of 1982, as amended ("Act"), shall be personally liable to the corporation or its members for monetary damages for breach of fiduciary duty as a director or officer, provided that the foregoing shall not eliminate or limit the liability of a director or officer for any of the following: (i) breach of the director's or officer's duty of loyalty to the corporation, its shareholders, or its members; (ii) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of the law; (iii) a violation of Section 551(1) of the Act; (iv) a transaction from which the director or officer derived an improper personal benefit; or (v) an act or omission that is grossly negligent. If the Act hereafter is amended to authorize the further elimination or limitation of the liability of directors or officers, then the liability of a director or officer of the corporation, in addition to the limitation on personal liability contained herein, shall be limited to the fullest extent permitted by the amended Act. No amendment or repeal of this Article IX shall apply to or have any effect on the liability of any director or officer of the corporation for or with respect to any acts or omissions of such director or officer occurring prior to such amendment or repeal.

The corporation assumes the liability for all acts or omissions of a volunteer director, volunteer officer, or other volunteer if all of the following apply: (i) the volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority; (ii) the volunteer was acting in good faith; (iii) the volunteer's conduct did not amount to gross negligence or wilful and wanton misconduct; (iv) the volunteer's conduct was not an intentional tort; and (v) the volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in section 3135 of the insurance code of 1956, Act No. 218 of the Public Acts of 1956, being section 500.3135 of the Michigan Compiled Laws.

**ARTICLE X  
BYLAWS AND AMENDMENT THEREOF**

A. The Developer member of the Association shall adopt the initial Bylaws of the Association and shall be solely entitled to amend the Bylaws until the First Annual Meeting of members of the Association has been duly held in accordance with the Bylaws. Thereafter, the members of the Association shall adopt such Bylaws as are germane to the purposes of the corporation and permitted by the laws of the State of Michigan.

B. Amendments to the Bylaws of the Association shall be adopted only in accordance with the amendatory provisions of the Bylaws.

**ARTICLE XI  
AMENDMENT OF ARTICLES OF INCORPORATION**

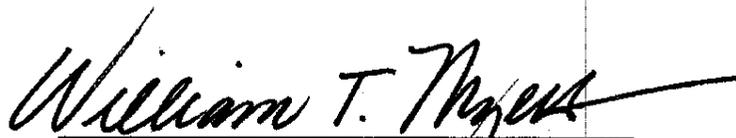
A. Amendments to the Articles of Incorporation prior to the First Annual Meeting of Members of the Association held in accordance with the Bylaws may be adopted only by the Developer Member of the Association.

B. After the First Annual Meeting of Members has been duly held in accordance with the Bylaws, amendments to these Articles of Incorporation shall be adopted only upon the affirmative vote of the members representing 75% of all votes in the Association.

**ARTICLE XII  
DISSOLUTION**

A. The Association may be dissolved only upon a unanimous vote of the members.

B. Upon dissolution, the assets of the Association shall be distributed in equal shares to the members who or which own Lots.

  
\_\_\_\_\_  
William T. Myers, Incorporator

Dated: June 24, 1999

BH197033.1  
IDA WTM

**BYLAWS FOR  
WHISPERING MEADOWS  
SUBDIVISIONS  
ASSOCIATION**

# WHISPERING MEADOWS SUBDIVISIONS ASSOCIATION

## BYLAWS

### ARTICLE I

#### ADOPTION OF DECLARATION

The Declaration of Easements, Covenants, Conditions and Restrictions for Whispering Meadows, a platted residential subdivision (herein called the "Declaration") recorded in Liber 3937, Page 149, Washtenaw County Records, as the same may be amended from time to time, is hereby incorporated by reference and adopted in its entirety as a part of the Bylaws of the Whispering Meadows Subdivisions Association.

### ARTICLE II

#### DEFINITIONS

Words used in these Bylaws which are defined in Article I of the Declaration shall have the same meaning as set forth in the Declaration. The word "Declarant" as used in these Bylaws shall mean Robert K. Kime, Inc., a Michigan corporation, its successors and assigns.

### ARTICLE III

#### MEMBERSHIP

Each owner of a "Lot" on which a residence has been constructed in Whispering Meadows, a residential subdivision in the Township of Ypsilanti, Washtenaw County, Michigan, according to the Plat thereof as recorded in Liber 32 of Plats at Pages 25 through 33, Washtenaw County Records (herein called the "Subdivision") shall simultaneously with the acquisition of title to a Lot automatically become and be a Member of the Association. The Declarant shall be and remain a Member of the Association until all Lots which are or may be benefitted by or subjected to the Declaration have been created, sold and conveyed by the Declarant.

### ARTICLE IV

#### MEETINGS

**Section 1. Place and Conduct of Meeting.** Meetings of the Association shall be held at a suitable place convenient to the Members as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Roberts Rules of Order when not

otherwise in conflict with the Articles of Incorporation and Bylaws of the Association, or the laws of the State of Michigan.

**Section 2. Annual Meetings.** The First Annual Meeting of the Members of the Association may be convened only by the Declarant and may be called at any time, in Declarant's sole discretion, but in no event later than sixty (60) days after the date on which 95% of all Lots in the Subdivision sold and conveyed by the Declarant. 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 to be the first annual meeting of the Members. The date, time and place of such first annual meeting shall be set by the Declarant and at least ten (10) days written notice thereof shall be given to each Member. Thereafter, the annual meetings of the Members of the Association shall be called by the Board of Directors in October of each succeeding year and at least ten (10) days written notice thereof shall be given to each Member. At such meetings there shall be elected by ballot of the Members, a Board of Directors in accordance with the requirements of Section 1 of Article VI of these Bylaws. The Members may also transact such other business of the Association as may properly come before them.

**Section 3. Special Meetings.** It shall be the duty of the President to call a special meeting of the Members as directed by resolution of the Board of Directors or upon a petition signed by one-third (1/3) of the Members 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 4. 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 the time and place where it is to be held, upon each Member of record, at least seven (7) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to each Member at the address shown in the notice required to be given to the Association by each Member under Article V, Section 3 hereof 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 5. Adjournment.** If any meeting of Members cannot be held because a quorum is not in attendance, the Members who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. No additional notice of the adjourned date of any meeting shall be required.

## ARTICLE V

### VOTING

**Section 1. Voting.** Except as limited in these Bylaws, each Member shall be entitled to one (1) vote for each Lot owned in the Subdivision.

**Section 2. Eligibility to Vote.** No Owner, other than the Declarant, shall be entitled to vote at any meeting of the Association until he or she has presented evidence to the Association of ownership of a Lot in the Subdivision. No Owner, except the Declarant, shall be entitled to vote prior to the first official annual meeting of Members convened by Declarant and held in accordance with the provisions of Article IV, Section 2 hereof. The vote of each Member may only be cast by the individual representative designated by such Member in the notice required below.

**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 on behalf of such Owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Lots owned by the Member, and the name and address of each person, firm, corporation, partnership, association, trust or other legal entity who or which is the Owner. Such notice shall be signed and dated by the Owner. The individual representative designated may be changed by the Lot Owner at any time by filing a new notice in the manner herein provided.

**Section 4. Quorum.** The presence in person or by proxy or by written ballot of fifty (50%) percent of the Owners qualified to vote shall constitute a quorum for holding a meeting of the Members of the Association, except for voting on questions specifically required by the Bylaws or the Declaration to require a greater quorum. Cumulative voting shall not be permitted.

**Section 5. Quorum at Adjourned Meetings.** If a quorum is not present and the meeting is adjourned as provided in Section 5 of Article IV of these Bylaws, the presence in person of thirty-five (35%) percent of the Owners qualified to vote shall constitute a quorum at such adjourned meeting.

**Section 6. Voting Ineligibility.** A Member who is not in good standing for failure to pay any assessments levied by the Board of Directors shall not be entitled to vote on any matter unless and until such default is fully cured.

## ARTICLE VI

### BOARD OF DIRECTORS

**Section 1. Qualification of Directors.** The affairs of the Association shall be governed by a Board of three Directors all of whom must be Members in good standing of the Association (except for any member of the Board of Directors selected by the Developer prior to the First Annual Meeting of Members). Directors shall serve without compensation. If any Director shall at any time cease to be a Member of the Association in good standing, his or her position on the Board shall automatically be deemed to be vacant.

**Section 2. Number and Terms of Directors.** The first Board of Directors as selected by the Declarant shall be composed of three (3) persons and such first Board of Directors (and any

successor Directors selected by the Declarant prior to the first annual meeting of Members) shall manage the affairs of the Association until a successor Board of Directors is elected at the first official annual meeting of Members of the Association convened at the time and in the manner required by these Bylaws. At such first annual meeting of Members of the Association, two (2) Directors shall be elected for a term of one (1) year, and one (1) Director shall be elected for a term of two (2) years, and at each annual meeting of the Association held thereafter, two (2) Directors or one (1) Director shall be elected depending upon the number of Directors whose terms expire. The term of office of each Director (except for the original Board of Directors and one of the Directors elected at the First Annual Meeting of Members) shall be two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting. No person shall be elected to serve as a Director of the Association for more than two (2) consecutive terms.

**Section 3. Powers and Duties.** The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law, the Declaration, the Articles of Incorporation of the Association, or by these Bylaws prohibited or directed to be exercised and done by the Members.

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

- (a) Management and administration of the affairs of and maintenance of the Association and the Common Areas.
- (b) Collection of assessments from the Members of the Association and use of the proceeds thereof for the purposes of the Association.
- (c) Maintaining insurance and collection of the proceeds thereof.
- (d) Rebuilding of improvements after casualty.
- (e) Contracting for and employing persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Association.
- (f) Holding titles or easements to the Common Areas and to any personal property used thereon or in connection therewith; also, if approved by at least fifty-one (51%) percent of the Members of the Association entitled to vote at a meeting called for such purpose, acquiring, maintaining and improving; and buying, selling, conveying, assigning, mortgaging or leasing any other real or personal property (including easements, rights of way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(g) Borrowing money and issuing evidences of indebtedness in furtherance of any or all of the purposes or the business of the Association, and securing the same by mortgage, pledge, or other lien, on property owned by the Association; provided, however, that any such action shall be approved by affirmative vote of at least fifty-one (51%) percent of the Members of the Association entitled to vote at a meeting called for such purposes.

(h) Enforcing the provisions of these Bylaws and the duties imposed on the Association in the Declaration, and after an assignment by the Declarant to the Association of any of Declarant's rights and powers under the Declaration, to enforce such assigned rights and powers.

(i) Causing snow to be plowed on the public street of the Subdivision maintaining lighting, if any, within public road rights of way within and abutting the Subdivision and to maintain any landscaped areas falling within the public road rights of way of Tamarack Lane, Jonquil Lane and Lilly Drive.

(j) Causing to be mowed any lawns in the Common Areas (to the extent required by the nature of the Common Areas) and providing adequate clean up on all Common Areas. Being responsible for fertilization and treatment of said Common Areas for weeds and keeping said Areas reasonable free from weeds and other noxious growths. The foregoing acts are to be performed as frequently as required to maintain a high standard of maintenance on the lands under the jurisdiction of the Association. Notwithstanding the foregoing provisions, the Monroe Park area shall be maintained and preserved in accordance with the requirements of the City of Novi and any other public agency having jurisdiction and it is not intended to maintain such park area as formally as residential lawns and gardens.

(k) Performing other optional services at prices to be established by the Board and to take such other actions as voted by the Members in accordance with the Declaration and these Bylaws including, without limitation, the improvement of the Common Areas.

**Section 5. Adoption of Regulations.** The Board of Directors shall adopt regulations respecting the use and enjoyment of the Common Areas in the Subdivision. The Board shall also adopt such other regulations as are necessary for proper maintenance and control.

**Section 6. Management Agent.** The Board of Directors (including the first Board of Directors and any successors thereto as selected by the Declarant) may employ for the Association a management agent at compensation established by the Board to perform such duties and services as the Board shall authorize, including but not limited to, the duties and authorities 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 or by the Articles of Incorporation or by these Bylaws of this Association required to be performed by or have the approval of the Board of Directors or the Members of the Association.

**Section 7. Vacancies.** After the official first annual meeting of the Members, vacancies in the Board of Directors 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 remaining Directors, even though they may constitute less than a quorum. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association to act for the unexpired term of his or her predecessor (or for a full term if the predecessor's term would have expired at the time of such annual meeting).

**Section 8. Removal.** At any regular or special meeting of the Association duly called after the official first annual meeting of Members, any one or more of the Directors may be removed with or without cause by a majority of the Members and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting. Prior to the first annual meeting of Members, the Declarant Member of the Association may remove and/or replace any Director at any time in its sole discretion.

**Section 9. First Meeting.** The first meeting of a newly elected Board of Directors shall be held within ten (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 10. Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place 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 three (3) days prior to the date named for such meeting.

**Section 11. Special Meetings.** Special meetings of the Board of Directors may be called by the President on three (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 three (3) Directors.

**Section 12. 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 or her 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 13. Quorum.** 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 from time to time. 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 14. First Board of Directors.** All of the actions (including without limitation the adoption of these Bylaws and any rules and regulations for the Association, and any undertakings or contracts entered into with others on behalf of the Association) of the first Board of Directors of the Association or any successors thereto selected by the Declarant Member before the first annual meeting of Members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors, duly elected by the Members of the Association at the first or any subsequent annual meeting of Members so long as such actions are within the scope of the powers and duties which may be exercised by the Board of Directors as provided in the Declaration and in the Articles of Incorporation or Bylaws of the Association.

**Section 15. Fidelity Bonds.** The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums of such bonds shall be expenses of administration.

**Section 16. Compensation.** No Director of the Association shall be paid any salary or compensation for his or her services as such for the Association.

## ARTICLE VII

### OFFICERS

**Section 1. Officers.** The principal officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be Members of the Board of Directors and shall serve without compensation. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment, may be necessary. Any two officers except that of President and Vice-President may be held by one person.

**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 an affirmative vote of a majority of the Members of the Board of Directors, an officer may be removed with or without cause, and his or her successor elected at any special meeting of the Board called for such purpose.

**Section 4. President.** The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Board of Directors.

He or she 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 or she may in his or her discretion deem appropriate to assist in the conduct of the affairs of the Association.

**Section 5. Vice President.** The Vice-President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act. If neither President nor Vice-President is able to act, the Board of Directors shall appoint some other Member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him or her by the Board of Directors.

**Section 6. 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 or she shall have charge of the corporate seal and of such books and papers as the Board of Directors may direct; and he or she shall, in general, perform all duties incident to the office of the Secretary.

**Section 7. Treasurer.** The Treasurer shall have responsibility for 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 or she shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as may from time to time be designated by the Board of Directors.

**Section 8. 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 VIII

### NOMINATING COMMITTEE

After the first official annual meeting of the Members, a Nominating Committee shall be appointed by the President each year at least one month prior to the date of the next annual meeting of the Members, which committee shall include those Directors whose terms of office will not be expiring at said next annual meeting of Members. The Nominating Committee shall select its own Chairman. The Nominating Committee shall select qualified Members of the Association to be nominated for the directorships to be filled at the said next annual meeting of Members. This selection shall be made in sufficient time so that the Nominating Committee's slate of nominees may be included in the notice of the said annual meeting. The persons so selected by the Nominating Committee shall be deemed to be automatically nominated for the respective directorships. In addition, any Member of the Association in good standing who is present at the said annual meeting may make nominations for any directorship from the floor at said meeting. Any Member is encouraged to make known to the Nominating Committee his or her desire to serve as a Director.

## ARTICLE IX

### FINANCE

**Section 1. Fiscal Year.** The fiscal year of the Association shall be the annual period beginning and ending on such dates as shall be determined by the Board of Directors from time to time.

**Section 2. Bank.** The funds of the Association shall be deposited in such bank as may be designated by the Directors and shall be withdrawn only upon the check or other instrument of such two officers, employees or agents as are designated by resolution of the Board of Directors from time to time. All funds and assessments received by the Association not required for immediate use shall be deposited in the interest-bearing certificates of deposit issued by banks or in savings accounts or in commercial paper or government obligations.

## ARTICLE X

### ASSESSMENTS

**Section 1. Budget.** The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses of administration for the forthcoming year which may be required for the proper operation of the Association and the operation, management, maintenance repair and/or replacement of the Common Areas, including a reasonable allowance for contingencies and reserves. Upon adoption of such annual budget by the Board of Directors, copies of said budget shall be delivered to each Member and the assessment for said year shall be based upon said projections, for which assessment each Member shall be liable, although the delivery of a copy of the budget to each Member shall not affect the liability of any Member for any existing or future assessments. Should the Board of Directors, at any time, determine, in the sole discretion of the Board of Directors, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the developments within its jurisdiction, or in the event of emergencies, the Board of Directors shall have the authority to levy such additional assessment or assessments as it shall deem to be necessary.

**Section 2. Assessments.** Operating assessments (general and special) and special assessments for acquisitions and capital improvements shall be levied strictly in accordance with the provisions relative thereto as set forth in the Declaration.

**Section 3. Apportionment of Assessments.** All assessments levied against the Members to cover expenses of administration shall be apportioned among the Members, and shall be due and payable on or before January 1st in each year and shall be paid annually in advance. The annual budget shall be divided by the number of Lots in the Subdivision, and one such share shall be assessed against the Owner of each such Lot. Assessments shall be due and payable commencing

with acceptance of a deed to, or a land contract vendee's interest in, a Lot, or with the acquisition of fee simple title to a Lot by any other means. In the event that a Member acquires title to, or acquires a land contract vendee's interest in, a Lot during a calendar year, the assessment for that year shall be *prorated* from the date of acquisition and the *prorated* assessment to the end of that calendar year shall be paid in advance by the new Member simultaneously with the consummation of the acquisition as part of the purchase price.

**Section 4. Penalty for Default.** The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the end of the month in which such assessment falls due. Assessments in default shall bear interest from the due date at the highest rate permitted by law. An administrative fee or late fee up to five (5%) percent per month may be assessed in the discretion of the Board of Directors upon any assessments in default until paid in full. Each Member shall be, and remain, personally liable for the payment of all assessments pertinent to his or her Lot which may be levied while such Member is the owner thereof. All payments shall be applied first against any outstanding late charges, interest and costs of collection and thereafter against assessments in order of greatest delinquency.

**Section 5. Waiver of Use or Abandonment of Unit.** No Member may exempt himself or herself from liability for his or her contribution toward the expenses of administration by waiver of the use or enjoyment of any Common Area or Areas, or by abandonment of his or her Lot.

**Section 6. Enforcement.** If any assessment is not paid by August 1st in the year in which it becomes due, the Treasurer shall notify the delinquent Member of such delinquency. If such assessment is not duly paid on or before September 1st in the year in which it became due, the Treasurer of the Association may cause a lien for the delinquent assessment to be recorded in the office of the Register of Deeds for Washtenaw County, Michigan, against the Lot on which the assessment was levied. The Association may enforce collection of delinquent assessments by suit at law for a money judgment against the title holder or the land contract vendee of a Lot, or by foreclosure of the lien securing payment in the same manner that real estate mortgages may be foreclosed by action under Michigan law. In an action for foreclosure, a receiver may be appointed to collect reasonable rental for the residence on the Lot from the Owner thereof or any persons claiming under him or her. The expenses incurred in collecting unpaid assessments including interest, late charges, costs and attorneys' fees and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Member in default, and shall be secured by the lien on his or her Lot. The Association may also discontinue the furnishing of any services to a Member in default upon seven (7) days written notice to such Member of its intent to do so. A Member in default shall not be entitled to vote at any meeting of the Association so long as such default continues.

**Section 7. Declarant's Responsibility for Assessments.** Neither Declarant nor any Lot owned by Declarant shall be subject to assessment for any purpose at any time.

**Section 8. Use of Funds for Social Functions.** No portion of the funds of the Association raised by receipt or collection of mandatory assessments shall be expended for purely social functions. However, the Board shall have the right to provide for the payment of voluntary assessments for social purposes by such Members of the Association as shall be interested. Funds raised from such voluntary assessments shall be accounted for separately and shall be utilized in order to promote social interaction among the Members of the Association in the best interests of community harmony.

## ARTICLE XI

### INSURANCE

**Section 1. Extent of Coverage.** The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the present Common Areas of the Subdivision and such other Common Areas as may come within its jurisdiction.

**Section 2. Proceeds of Insurance Policies.** The proceeds of any insurance received by the Association as a result of any loss to the property described in Section 1 above shall be applied to the repair or reconstruction of said property.

**Section 3. Deductible.** The Association may purchase insurance subject to a deductible not to exceed One Thousand Dollars (\$1,000.00) per occurrence. In the event of damage to property owned by the Association, the Association shall be liable for the amount of the deductible.

## ARTICLE XII

### LIMITATION AND ASSUMPTION OF LIABILITY OF VOLUNTEERS; INDEMNIFICATION

**Section 1. Limitation of Liability of Volunteers.** No director or officer of the Association who is a volunteer director or volunteer officer (as these terms are defined in the Michigan Non-Profit Corporation Act) of the Association shall be personally liable to the Association or its Members for monetary damages for breach of his or her fiduciary duty as a volunteer director or officer except for liability arising from: (a) Any breach of the volunteer director's or officer's duty of loyalty to the Association or its Members; (b) Acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (c) A violation of Section 551(1) of the Michigan Non-Profit Corporation Act; (d) Any transaction from which the volunteer director or officer derived an improper personal benefit; or (e) An act or omission that is grossly negligent.

**Section 2. Assumption of Liability of Volunteers.** The Association further assumes liability for all acts or omissions of a volunteer director, volunteer officer or other volunteer occurring on or after the effective date of this Article if all of the following are met: (a) the volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority; (b)

the volunteer was acting in good faith; (c) the volunteer's conduct did not amount to gross negligence or willful and wanton misconduct; (d) the volunteer's conduct was not an intentional tort; and (e) the volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in Section 3135 of the Insurance Code of 1956, Act No. 218 of Michigan Public Acts of 1956.

**Section 3. Indemnification of Volunteers.** The Association shall also indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal, other than an action by or in the right of the Association, by reason of the fact that the person is or was a volunteer director, volunteer officer, or nondirector volunteer of the Association, against all expenses including attorney's fees, judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit, or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Association or its Members, and with respect to any criminal action or proceeding, if the person had no reasonable cause to believe that the conduct was unlawful. In the event of any claim for indemnification hereunder based upon a settlement by the volunteer director, volunteer officer, or nondirector volunteer seeking such indemnification, the indemnification herein shall apply only if the Board of Directors (with any director seeking indemnification abstaining) approves such settlement and indemnification as being in the best interest of the corporation. The indemnification and advancement of expenses provided by or granted pursuant to this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement or expenses may be entitled under the Articles of Incorporation, the Bylaws, contractual agreement, or otherwise by law and shall continue as to a person who has ceased to be a volunteer director or volunteer officer or nondirector volunteer of the corporation and shall inure to the benefit of the heirs, executors, and administrators of such person. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Members thereof. The Association shall maintain insurance coverage to cover indemnification payments made pursuant to this Article IX.

## ARTICLE XIII

### 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 by one-third or more in number of the Members of the Association whether meeting as Members or 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 Association at any special meeting called for such purpose, by an affirmative vote of fifty-one (51%) percent of the Members

entitled to cast votes at a meeting of the Association duly called for such purpose. Notwithstanding the foregoing, no amendment in these Bylaws shall be inconsistent with, or contrary to, the provisions of the Declaration.

**Section 4. Written Vote.** At any meeting held to consider such amendment or amendments to these Bylaws, the written vote of any Member of the Association shall be recognized if such Member is not in attendance at such meeting, providing such written vote is delivered to the Secretary of the Association at or prior to such meeting.

**Section 5. By Declarant.** Prior to the first annual meeting of Members of the Association, convened as elsewhere herein provided, these Bylaws may be amended or restated in their entirety by the Declarant, at any time or from time to time, at its sole discretion, to clarify or amplify some portion or portions hereof, or to make such additional amendments hereto as do not materially increase the obligations or materially decrease the benefits of any Owner. Otherwise, these Bylaws may be amended prior to the first annual meeting by the First Board of Directors upon proposal of amendments by Declarant with the written approval of a majority of the then existing Members.

**Section 6. Approval By Declarant.** So long as the Declarant owns any Lot in the Subdivision, these Bylaws may not be amended without the Declarant's written approval.

**Section 7. Amendments to be Furnished to Members.** A copy of each amendment to the Bylaws shall be furnished to every Member of the Association after adoption.

## ARTICLE XIV

### ADVISORY COMMITTEE

At such time as the Declarant deems it feasible to do so, the initial Board of Directors (or its successors) as selected by the Declarant shall cause to be established an Advisory Committee consisting of at least three homeowner Members of the Association. The Committee shall be established and perpetrated in any manner the Board of Directors deems advisable. The purpose of the Advisory Committee shall be to facilitate communications between the Declarant, the First Board of Directors and the homeowner Members, and to aid in the transition of control of the Association from the Declarant to the homeowner members. The Advisory Committee shall cease to exist automatically after a Board of Directors is elected at the first annual meeting of members.

## ARTICLE XV

### ASSESSMENT OF FINES

**Section 1. General.** The violation by any Owner, occupant or guest of any provisions of the Declaration, these Bylaws or any of the Association's duly adopted rules and regulations

(collectively, the “Association Documents”) shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the involved Owner. Such Owner shall be deemed responsible for such violations whether they occur as a result of his or her personal actions or the actions of his or her family, guests, tenants or any other person admitted through such Owner to the Subdivision.

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

(a) **Notice.** Notice of the violation, including the document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the Owner at the street address of his Lot in the Subdivision.

(b) **Opportunity to Defend.** The allegedly 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 but in no event shall the Owner be required to appear less than 10 days from the date of the Notice. At the election of the Owner, he or she may defend solely by written submission of evidence rather than by personal appearance before the Board.

(c) **Default.** Failure to respond to the Notice of Violation constitutes a default.

(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 is final.

**Section 3. Amounts.** Upon violation of any of the provisions of the Association Documents and after default of the offending Owner or upon the decision of the Board as recited above, the following fines shall be levied:

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

(b) **Second Violation.** Twenty-Five Dollar (\$25.00) fine.

(c) **Third Violation.** Fifty Dollar (\$50.00) fine.

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

Notwithstanding anything stated in these Bylaws to the contrary, a change in this schedule of fines may be made by Board resolution and will not require that an amendment to these Bylaws be adopted or recorded. Furthermore, should the Board of Directors adopt an appropriate resolution,

this schedule of fines may escalate to keep pace with adjustments to the Consumer Price Index as announced by the Bureau of Labor Statistics which Index shall be the Index published to the metropolitan statistical area in which the Project is located.

**Section 4. Collection.** The fines levied pursuant to Section 3 above shall be assessed against the Owner and shall be due and payable together within thirty (30) days after levy. Failure to pay any fine will subject the Co-owner to collection action by suit or foreclosure of lien in the same manner as in the collection of delinquent assessments under Article V, Sections 1 and 9 of the Declaration.

## **ARTICLE XVI**

### **ASSIGNMENT OF DECLARANT'S RIGHTS**

Any or all of Declarant's rights, reservations, exemptions, benefits, obligations and/or responsibilities under these Bylaws or the Articles of Incorporation may be assigned and/or delegated to such person or persons or entity or entities (a) as may succeed it as the Declarant (b) as may be the builder or builders of homes in Whispering Meadows or (c) as may be the Owner of any Lot or Lots in the Subdivision. Any such assignment or delegation shall be effectuated by an instrument in writing signed by the Declarant which may, but need not, be recorded in the office of the Washtenaw County Register of Deeds.

## **ARTICLE XVII**

### **SEVERABILITY**

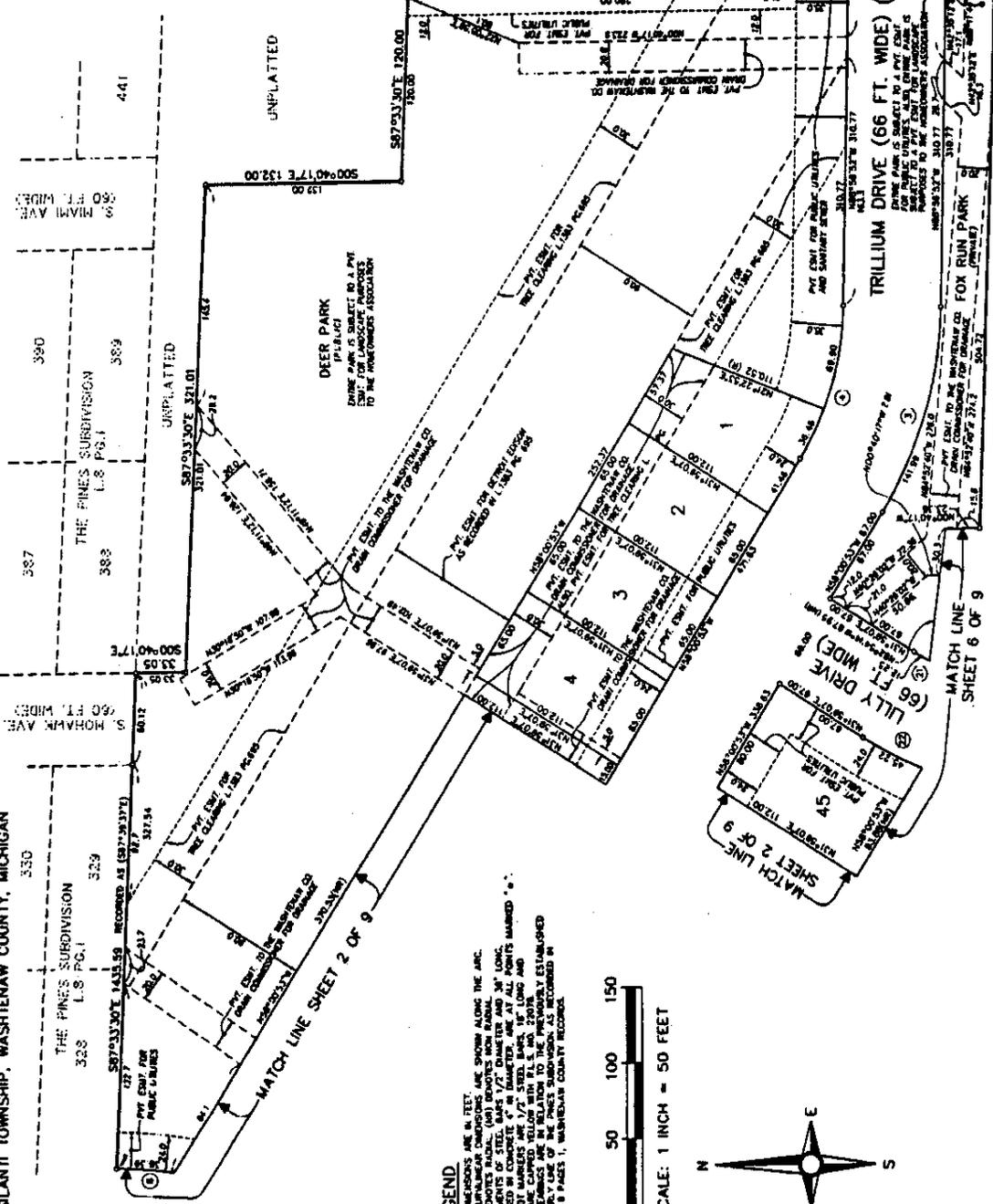
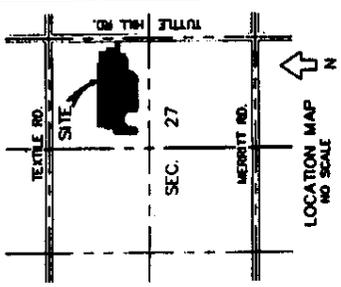
In the event that any of the terms, provisions or covenants of these Bylaws or the Association documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

**PLAT OF WHISPERING  
MEADOWS SUBDIVISION  
NO. 1**

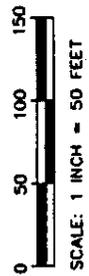
# Whispering Meadows Subdivision No. 1

PART OF THE N.E. 1/4 OF SECTION 27, TOWN 3 SOUTH, RANGE 7 EAST,  
YPSILANTI TOWNSHIP, WASHINGTON COUNTY, MICHIGAN

LIBER 32 PAGE 25  
SHEET 1 OF 9



**LEGEND**  
ALL DIMENSIONS ARE IN FEET.  
ALL CURVES ARE TO BE SHOWN ALONG THE ARC.  
ALL CURVES ARE TO BE SHOWN WITH MARKING.  
ALL CURVES ARE TO BE SHOWN WITH MARKING.  
ALL CURVES ARE TO BE SHOWN WITH MARKING.  
ALL CURVES ARE TO BE SHOWN WITH MARKING.



**CURVE DATA**

NO.	RADIUS	ARC	DELTA	CHORD	CHORD BEARING
1	263.00	7.91	0°-42'25"	7.91	N 89°-48'34" W
2	197.00	5.93	0°-42'25"	5.93	N 89°-48'34" W
3	263.00	141.99	30°-55'59"	140.27	N 73°-28'52" W
4	197.00	108.36	30°-55'59"	105.07	N 73°-28'52" W
5	263.00	97.47	21°-14'04"	94.91	N 10°-20'12" E
6	263.00	112.28	32°-38'24"	110.77	N 15°-39'25" E
7	197.00	149.90	32°-38'24"	147.98	N 15°-39'25" E

THIS PLAN IS SUBJECT TO REVISIONS AS REQUIRED BY ACT 248 OF 1962 AS AMENDED ON CERTAIN LOIS WITH RESPECT TO THE REQUIREMENTS OF THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY AND/OR THE MICHIGAN DEPARTMENT OF NATURAL RESOURCES AS RECORDED IN LUBER 4317 PAGES 1474 OF RECORDS OF THIS COUNTY.



*Signature*  
MOWAK & FRAUS P.L.L.C.  
1310 N. STEPHENSON HWY.  
ROYAL OAK, MI 48067  
PHONE (248) 399-0886

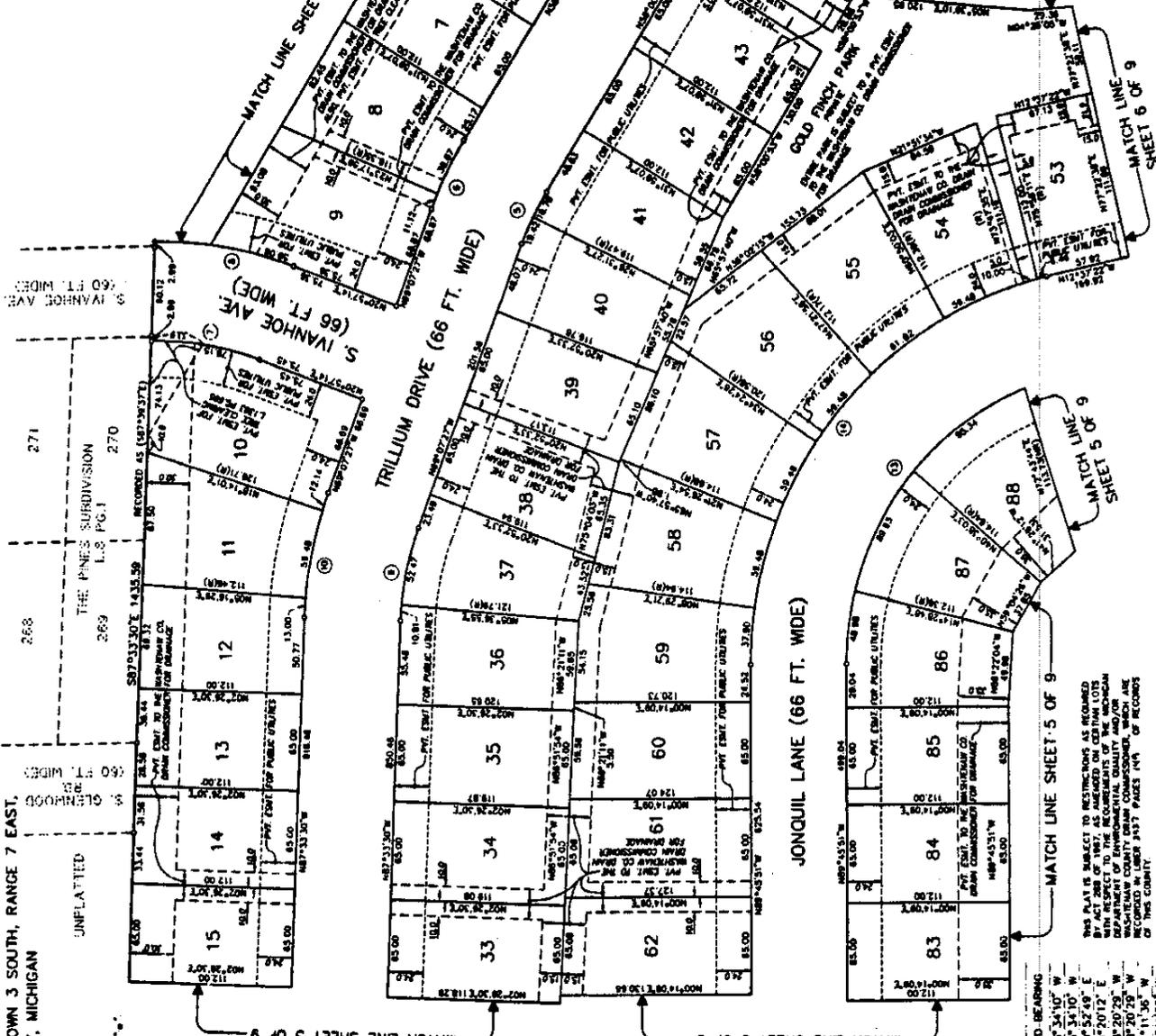
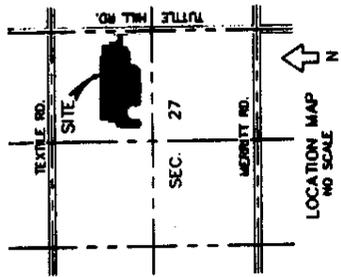
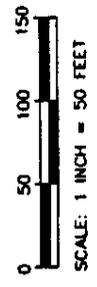
E. 1/4 CORNER  
SECTION 27  
T. 3S., R. 7E.  
L.C.R.C. LUBER 4038 8M

POINT OF BEGINNING

# Whispering Meadows Subdivision No. 1

PART OF THE N.E. 1/4 OF SECTION 27, TOWN 3 SOUTH, RANGE 7 EAST,  
YPSILANTI TOWNSHIP, WASHTEWATON COUNTY, MICHIGAN

**LEGEND:**  
ALL DIMENSIONS ARE IN FEET  
ALL DIMENSIONS ARE SHOWN ALONG THE ARC  
(1) DOTTED RADIAL (RD) DIMENSIONS FROM RADIAL  
MANAGEMENTS OF STEEL BARS 1/2" DIAMETER AND 3/4" LONG  
DIMENSIONS ARE SHOWN ALONG THE ARC  
AND ARE CAPTURED YELLOW WITH ALL 50' 200'  
ALL DIMENSIONS ARE IN FEET  
ALL DIMENSIONS ARE SHOWN ALONG THE ARC  
LIBER 8 PAGE 1, WASHINGTON COUNTY RECORDS



**CURVE DATA**

NO.	RADIUS	ARC	DELTA	CHORD	CHORD BEARING
1	197.00	36.20	11° 06' 34"	36.14	N 83° 34' 10" W
2	253.00	50.99	11° 06' 34"	50.92	N 83° 34' 10" W
3	197.00	76.15	22° 06' 51"	75.88	N 09° 52' 49" E
4	253.00	97.47	22° 06' 51"	96.91	N 102° 20' 12" E
5	197.00	63.38	18° 28' 03"	63.11	N 78° 20' 29" W
6	253.00	84.82	18° 28' 03"	84.25	N 78° 20' 29" W
7	197.00	265.24	77° 05' 29"	245.85	N 31° 11' 35" W
8	253.00	354.10	77° 05' 29"	327.95	N 31° 11' 35" W

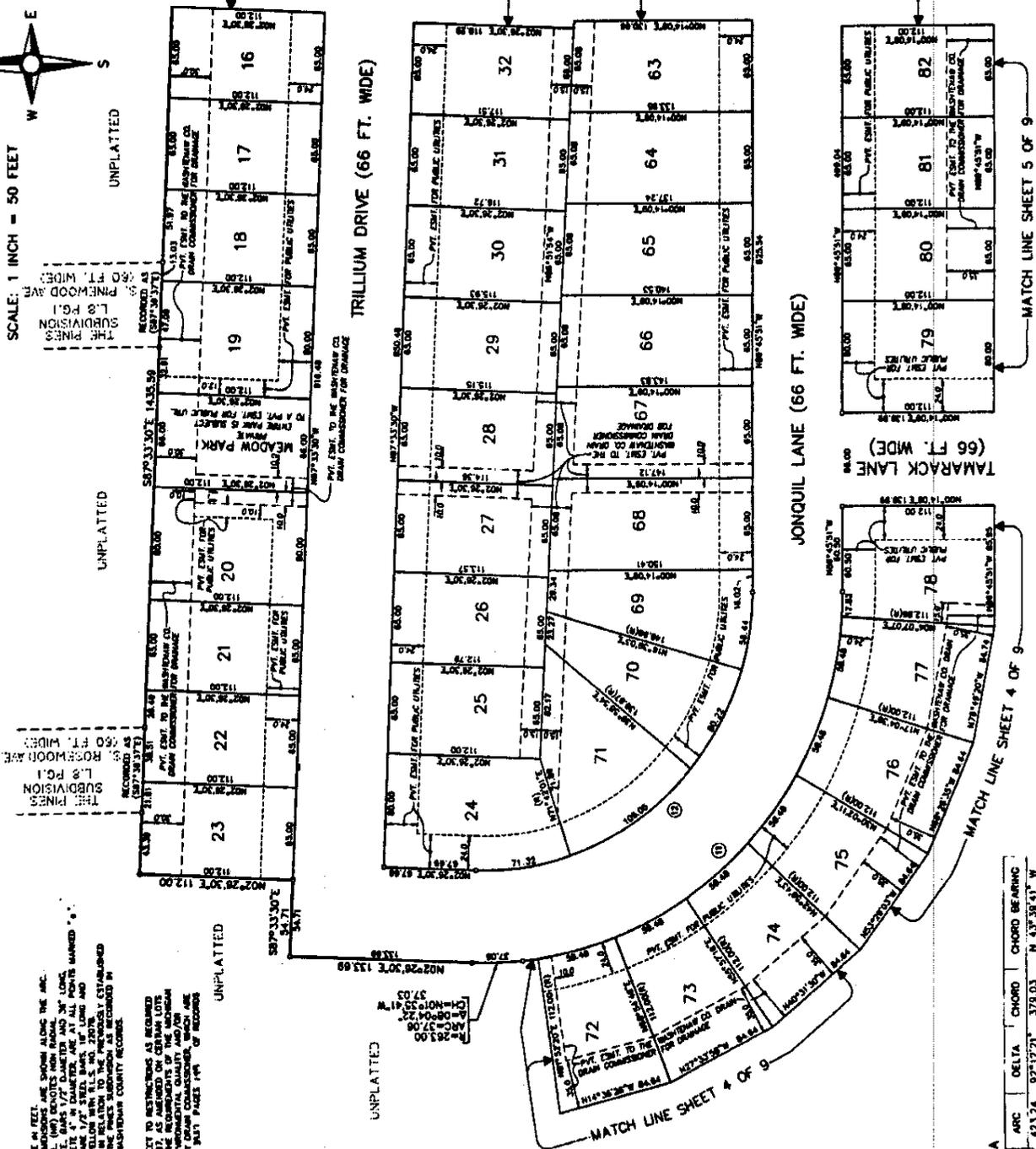
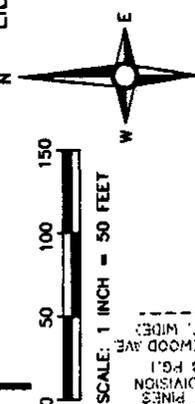
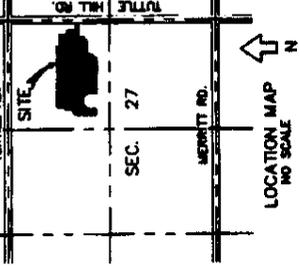
THIS PLAN IS SUBJECT TO RESTRICTIONS AS REQUIRED BY ACT 206 OF 1967, AS AMENDED, OF THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY AND/OR WASHINGTON COUNTY ZONING COMMISSION, WHICH ARE SET FORTH IN PAGE 144 OF RECORDS OF THIS COUNTY.

MOWAK & FRAUS P.L.L.C.  
1310 N. STEPHENSON HWY.  
ROYAL OAK, MI. 48067  
PHONE (734) 389-0888



# Whispering Meadows Subdivision No. 1

PART OF THE N.E. 1/4 OF SECTION 27, TOWN 3 SOUTH, RANGE 7 EAST,  
YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN



**LEGEND**

ALL DIMENSIONS ARE IN FEET.

THE SHOWN ALONG THE ARC.

(1) DIMENSIONAL (HD) DENOTES HORN RADIAL.

INCHES OF STEEL. BARS 1/2" DIAMETER AND 30" LONG.

INCLUDED IN EACH LOT. 1/2" STEEL BARS AT 18" LONG AND

AND ARE CAPPED YELLOW WITH R.L.S. NO. 2207R.

ALL BEARINGS ARE IN RELATION TO THE PLAT AS SHOWN IN

LIBER 8 PAGES 1, WASHTENAW COUNTY RECORDS.

THIS PLAT IS SUBJECT TO RESTRICTIONS AS REQUIRED BY ACT 206 OF 1967, AS AMENDED ON CERTAIN LOTS WITH RESPECT TO THE REQUIREMENTS OF THE SUBDIVISION RECORDS OF THE COUNTY RECORDS, WHICH ARE RECORDED IN LIBER 8 PAGES 149, OF RECORDS OF THIS COUNTY.

**CURVE DATA**

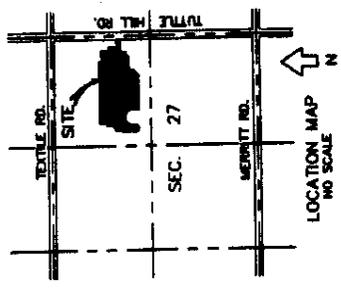
NO.	RADIUS	ARC	DELTA	CHORD	CHORD BEARING
11	283.00	423.24	92°12'21"	379.03	N 43°38'41" W
12	197.00	317.03	92°12'21"	283.91	N 43°38'41" W



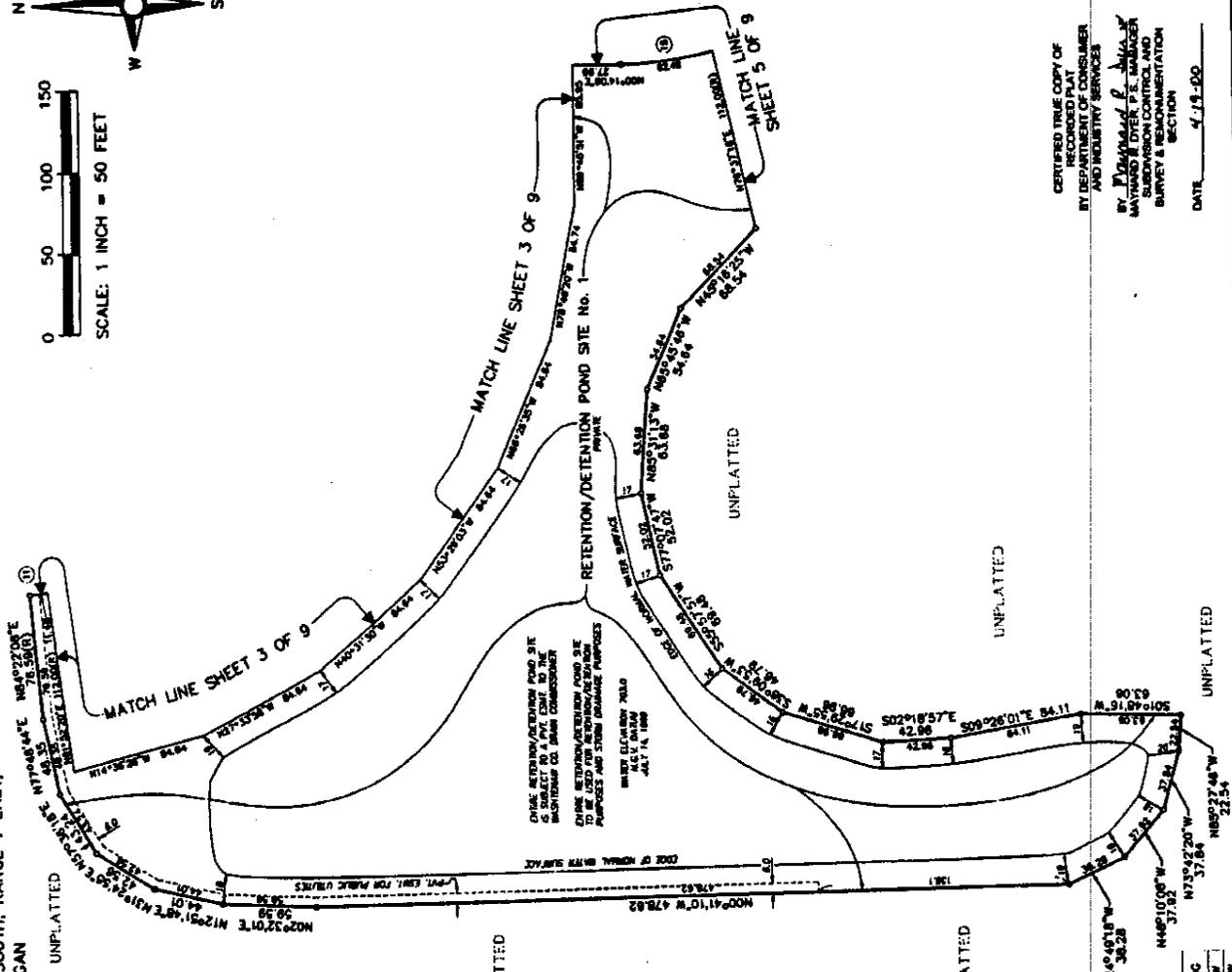
NOVAK & CRAIG P.L.L.C.  
1310 N. STEPHENSON HWY.  
ROYAL OAK, MI 48067  
PHONE (248) 394-0886

# Whispering Meadows Subdivision No. 1

PART OF THE N.E. 1/4 OF SECTION 27, TOWN 3 SOUTH, RANGE 7 EAST,  
YPSILANTI TOWNSHIP, WASHINGTON COUNTY, MICHIGAN



**LEGEND**  
ALL DIMENSIONS ARE IN FEET.  
ALL CURVES OR DIMENSIONS ARE SHOWN UNLESS THE ARC OR CHORD BEARING IS SHOWN.  
ALL DIMENSIONS OF STEEL PIPES 1/2" DIAMETER AND 30' LONG ENCASED IN CONCRETE 7" IN DIAMETER ARE AT ALL POINTS UNLESS OTHERWISE NOTED.  
ALL LOT DIMENSIONS ARE TO THE CENTER LINE UNLESS OTHERWISE NOTED.  
ALL BEARINGS ARE IN RELATION TO THE PREVIOUSLY ESTABLISHED EASEMENT LINE OF THE PLOTS UNLESS OTHERWISE NOTED IN LIBER 8 PAGES 1, WASHINGTON COUNTY RECORDS.



THIS PLAT IS SUBJECT TO RESTRICTIONS AS REQUIRED BY ACT 208 OF 1967, AS AMENDED ON CERTAIN LOTS IN THIS PLAT. THE QUALITY AND QUANTITY OF MATERIALS SHALL BE OF SUBSTANTIAL QUALITY AND FOR THE PURPOSES OF THIS PLAT, THE RECORDS OF WASHINGTON COUNTY SHALL BE CONSIDERED AS THE RECORDS OF THIS COUNTY.

**CURVE DATA**

NO.	RADIUS	ARC	DELTA	CHORD	CHORD BEARING
11	283.00	423.24	92°17'21"	379.03	N 43°39'41" W
15	283.00	405.82	86°25'53"	368.81	N 43°58'48" W

CERTIFIED TRUE COPY OF  
RECORDED PLAT  
BY DEPARTMENT OF CONSUMER  
AND INDUSTRY SERVICES

BY: *[Signature]*  
MICHIGAN SURVEYOR  
SURVEY & RECONSTRUCTION  
SECTION

DATE 4/19/00



NOWAK & FRAIS P.L.L.C.  
1310 N. STEPHENSON HWY.  
ROYAL OAK, MI 48067  
PHONE (248) 399-0888

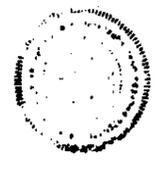
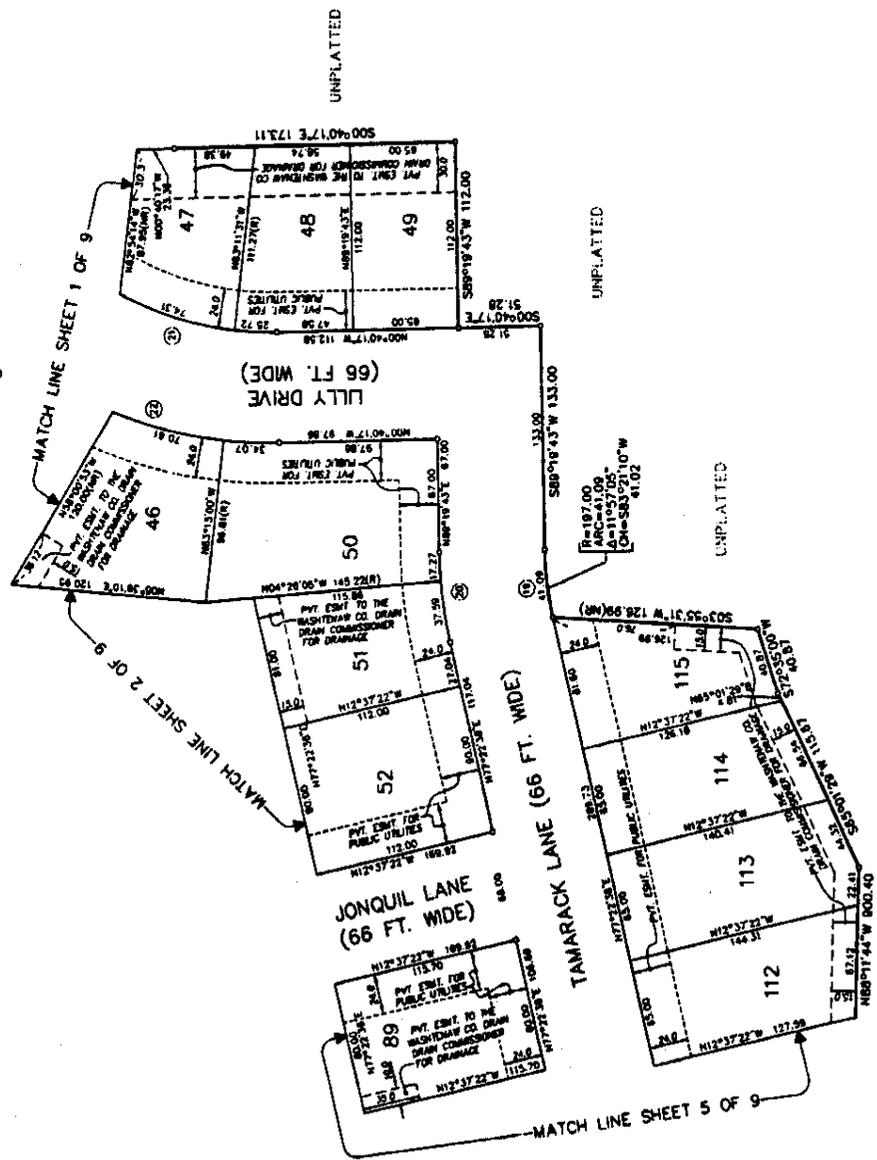
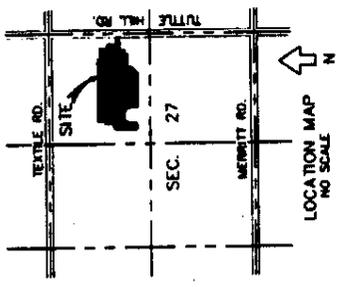
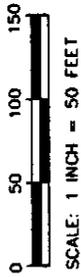


# Whispering Meadows Subdivision No. 1

PART OF THE N.E. 1/4 OF SECTION 27, TOWN 3 SOUTH, RANGE 7 EAST,  
YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

**LEGEND**

ALL DIMENSIONS ARE IN FEET.  
ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.  
ALL CURVILINEAR DIMENSIONS ARE SHOWN WITH RADIUS,  
(R) OR CHORD BEARING (CB) DIMENSIONS AND CHORD BEARING.  
ENCASED IN CONCRETE 4" IN DIAMETER, ARE AT ALL POINTS MARKED "S".  
ALL LOT NUMBERS ARE 1/2" STEEL BARS, 16" LONG AND  
ALL DIMENSIONS ARE TO THE CENTERLINE OF THE LOT.  
ALL DIMENSIONS AND BEARINGS ARE TO THE PREVIOUSLY ESTABLISHED  
CASSELL LANE OF THE PARKS SUBDIVISION AS RECORDED IN  
LIBER 2 PAGES 1, WASHTENAW COUNTY RECORDS.



*[Signature]*

HOWAK & FRAUS P.L.L.C.  
1310 N. STEPHENSON HWY.  
ROYAL OAK, MI 48068  
PHONE (248) 399-0888

**CURVE DATA**

NO.	RADIUS	ARC	DELTA	CHORD	CHORD BEARING
18	197.00	41.09	11° 57' 05"	41.02	N 83° 21' 10" E
20	263.00	54.86	11° 57' 05"	54.76	N 83° 21' 10" E
21	197.00	112.28	32° 39' 24"	110.77	N 15° 39' 25" E
22	263.00	149.90	32° 39' 24"	147.85	N 15° 39' 25" E

THIS PLAN IS SUBJECT TO RESTRICTIONS AS REQUIRED BY ACT 206 OF 1966, AS AMENDED, AND THE REQUIREMENTS OF THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY AND/OR WASHTENAW COUNTY DRINK COMMISSIONER, WHOSE ARE THE RECORDS OF THIS COUNTY.

UNPLATTED

# Whispering Meadows Subdivision No. 1

PART OF THE N.E. 1/4 OF SECTION 27, TOWN 3 SOUTH, RANGE 7 EAST,  
YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

LIBER 32 PAGE 31  
SHEET 7 OF 9

## SURVEYOR'S CERTIFICATE

I, Alexander Nicolaeescu, Surveyor, certify that I have surveyed, divided and mapped the land as shown on this plat described as follows:

Whispering Meadows Subdivision No. 1

Part of the N.E. 1/4 of Section 27, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, being more particularly described as commencing at the East 1/4 corner of Section 27, T. 3S., R. 7E.; thence N. 00° 40' 17" W., 772.00 feet along the East line of said Section 27 to the point of beginning; thence N. 88° 01' 44" W., 564.78 feet; thence S. 00° 40' 17" E., 173.11 feet; thence S. 89° 19' 43" W., 112.00 feet; thence S. 00° 40' 17" E., 51.28 feet; thence S. 89° 19' 43" W., 133.00 feet; thence 41.09 feet along the arc of a curve to the left (Radius = 197.00 feet, central angle = 110° 57' 05", chord bears S. 83° 21' 10" W., 41.02 feet); thence S. 03° 55' 31" W., 126.99 feet; thence S. 72° 35' 00" W., 40.87 feet; thence S. 65° 01' 29" W., 115.67 feet; thence N. 88° 01' 44" W., 900.40 feet; thence N. 01° 48' 16" E., 150.09 feet; thence N. 14° 28' 56" W., 50.05 feet; thence N. 19° 51' 28" W., 84.64 feet; thence N. 45° 16' 25" W., 68.54 feet; thence N. 65° 45' 46" W., 54.84 feet; thence N. 85° 31' 13" W., 63.88 feet; thence S. 77° 07' 47" W., 52.02 feet; thence S. 59° 57' 57" W., 69.48 feet; thence S. 36° 09' 53" W., 46.79 feet; thence S. 17° 29' 55" W., 66.96 feet; thence S. 02° 18' 57" E., 42.96 feet; thence S. 09° 26' 01" E., 84.11 feet; thence S. 01° 48' 16" W., 63.06 feet; thence N. 85° 27' 46" W., 22.54 feet; thence N. 73° 42' 20" W., 37.84 feet; thence N. 48° 10' 08" W., 37.92 feet; thence N. 24° 49' 18" W., 38.28 feet; thence N. 00° 41' 10" W., 478.62 feet; thence N. 02° 32' 01" E., 59.59 feet; thence N. 12° 51' 48" E., 44.01 feet; thence N. 31° 24' 55" E., 42.56 feet; thence N. 57° 36' 18" E., 43.24 feet; thence N. 77° 48' 44" E., 48.35 feet; thence N. 84° 22' 08" E., 76.59 feet; thence 37.06 feet along the arc of a curve to the right (radius = 263.00 feet, central angle = 08° 04' 22", chord bears N. 01° 35' 41" W., 37.03 feet); thence N. 02° 26' 30" E., 133.69 feet; thence S. 87° 33' 30" E., 54.71 feet; thence N. 02° 26' 30" E., 112.00 feet; thence in part along the South line of the Pines Subdivision as recorded in Liber B, Page 1, Washtenaw County

Records, S. 87° 33' 30" E., 1435.59 feet; thence S. 00° 40' 17" E., 33.05 feet; thence S. 87° 33' 30" E., 321.01 feet; thence S. 00° 40' 17" E., 132.00 feet; thence S. 87° 33' 30" E., 120.00 feet; thence S. 00° 40' 17" E., 280.00 feet; thence S. 87° 33' 30" E., 210.00 feet to a point on the said East line of Section 27; thence continuing along said East line of Section 27, S. 00° 40' 17" E., 115.96 feet to the point of beginning. Comprising 115 Lots numbered 1 through 115 both inclusive, four (4) private ponds and two (2) private retention/detention pond sites.

That I have made such survey, land division and plat by the direction of the owners of such land.

That such plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision of it.

That the required monuments and lot markers have been located in the ground; or that surety has been deposited with the municipality as required by Section 125 of the Act.

That the accuracy of survey is within the limits required by Section 126 of the Act.

That the bearings shown on the plat are expressed as required by Section 126(3) of the Act and as explained in the legend.

Dated: JUNE 01, 1999

Nowak & Frous, PLLC  
1310 N. Stephenson Hwy.  
Royal Oak, MI 48067



*Alexander Nicolaeescu*  
Alexander Nicolaeescu  
Member  
No.: 22705

# Whispering Meadows Subdivision No. 1

PART OF THE N.E. 1/4 OF SECTION 27, TOWN 3 SOUTH, RANGE 7 EAST,  
YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

of the lot owners of this plot and any future contiguous developments where title is traceable to the proprietors of this plot and is also dedicated to the use of the citizens of Ypsilanti Township;

**PROPRIETOR'S CERTIFICATE**

Robert D. Kime Inc., a corporation duly organized and existing under the laws of the State of Michigan by Robert D. Kime, President, as proprietor, has caused the land embraced in this plat to be surveyed, divided, mapped and dedicated as represented on this plat and that the streets are for the use of the public; that Meadow Park, Gold Finch Park, and Fox Run Park are private parks dedicated to the use of the lot owners of this plot and any future contiguous developments where title is traceable to the proprietors of this plat; that the public utility easements are private easements and that all other easements are for the uses shown on the plat. Retention/Detention Pond Site No. 1, and Retention/Detention Pond Site No. 2 are private to be used for retention/detention purposes and storm drainage purposes. Retention/Detention Pond Site No. 1 and Retention/Detention Pond Site No. 2 extend to the waters edge.

WITNESS:

*Gregory S. Kime*  
Gregory S. Kime

*Gregory S. Kime*  
Gregory S. Kime

Robert D. Kime Inc.  
41750 Michigan Ave.  
Canton, Mi., 48188

*Robert D. Kime*  
Robert D. Kime, President

STATE OF MICHIGAN } S.S.  
COUNTY OF WAYNE }

Personally came before me this last day of June, 1999. Robert D. Kime, President of the above named corporation, to me known to be the person who executed the foregoing instrument and to me known to be such President of said corporation and acknowledged that he executed the foregoing instrument as such officer as the free act and deed of said corporation, by its authority.

Notary Public: *Darrell E. Kanny*  
Darrell E. Kanny  
Wayne County, Michigan

My commission expires 11-5-2000

of the lot owners of this plot and any future contiguous developments where title is traceable to the proprietors of this plot and is also dedicated to the use of the citizens of Ypsilanti Township;

**PROPRIETOR'S CERTIFICATE**

Keybank National Association, A National Banking Association, an association duly organized and existing under the laws of the United States of America by David F. Baker, Vice President, as proprietor, has caused the land embraced in this plot to be surveyed, divided, mapped and dedicated as represented on this plat and that the streets are for the use of the public; that Meadow Park, Gold Finch Park, and Fox Run Park are private parks dedicated to the use of the lot owners of this plot and any future contiguous developments where title is traceable to the proprietors of this plat; that the public utility easements are private easements and that all other easements are for the uses shown on the plat. Retention/Detention Pond Site No. 1, and Retention/Detention Pond Site No. 2 are private to be used for retention/detention purposes and storm drainage purposes. Retention/Detention Pond Site No. 1 and Retention/Detention Pond Site No. 2 extend to the waters edge.

WITNESS:

*Brent E. Stock*  
Brent E. Stock

*David F. Baker*  
David F. Baker, Vice President

Keybank National Association  
A National Banking Association  
100 S. Main St.  
Ann Arbor, Mi., 48104

STATE OF MICHIGAN } S.S.  
COUNTY OF WASHTENAW }

Personally came before me this 7 day of June, 1999. David F. Baker, Vice President of the above named National Banking Association, to me known to be the person who executed the foregoing instrument and to me known to be such Vice President of said national banking association and acknowledged that he executed the foregoing instrument as such vice president as the free act and deed of said national banking association, by its authority.

Notary Public: *Matthew L. Byron*  
Matthew L. Byron  
Lenawee County, Michigan, acting in  
Washtenaw County, Michigan

My commission expires 03/06/00



*Matthew L. Byron*

# Whispering Meadows Subdivision No. 1

PART OF THE N.E. 1/4 OF SECTION 27, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

### COUNTY TREASURER'S CERTIFICATE

The records in my office show no unpaid taxes or special assessments for the five year period preceding June 14, 1979 involving the land included in this plat.

Catherine McClary  
Catherine McClary, Treasurer  
Washtenaw County, Michigan

### COUNTY DRAIN COMMISSIONER'S CERTIFICATE

Approved on 25 October, 1979, as complying with Section 192 of Act 288, P.A. 1967 and the applicable rules and regulations published by my office in the County of Washtenaw.

Janis A. Bobwin  
Janis A. Bobwin  
Register of Deeds, Washtenaw County, Michigan

### CERTIFICATE OF COUNTY ROAD COMMISSIONERS

Approved on November 9, 1979, as complying with Section 183 of Act 288, P.A. 1967 and the applicable published rules and regulations of the Board of Road Commissioners of Washtenaw County.

Herman L. Keann  
Herman L. Keann, Chair

Fred J. Veigel  
Fred J. Veigel, Vice-Chair

Norman E. Kennedy  
Norman E. Kennedy, Member

### CERTIFICATE OF MUNICIPAL APPROVAL

I hereby certify that this plat was approved by the Board of Trustees of Ypsilanti Township at a meeting held on 1-11-80 and was reviewed and found to be in compliance with Act 288, P.A. 1967. The Township has adopted zoning and subdivision control ordinances and waives the minimum lot size required in Section 186c, Act 288, P.A. 1967. That adequate surety has been deposited with the Township Clerk for the placing of monuments and lot markers within one year from the above date. Also, adequate surety has been deposited with the Township Clerk for the installation of public sanitary sewer and water main.

Brandee Lee Slumbo  
Brandee Lee Slumbo, Township Clerk

### COUNTY PLAT BOARD CERTIFICATE

This plat has been reviewed and is approved by the Washtenaw County Plat Board on Feb. 11, 2000, as being in compliance with all of the provisions of Act 288, P.A. 1967 and the Plat Board's applicable rules and regulations.

P. Christina Montague  
P. Christina Montague, Chair, Washtenaw County Board of Commissioners, (Chair)

Peggy M. Haines  
Peggy M. Haines, County Clerk-Register of Deeds (Clerk)

Catherine McClary  
Catherine McClary, Washtenaw County Treasurer (Member)



### RECORDING CERTIFICATE

STATE OF MICHIGAN )  
COUNTY OF WASHTENAW )

This plat was received for record on the 25th day of March, 2000, at 10:23 A.M. and is recorded in Liber 32 of Plats, Page(s) 26, 27, 28, 29, 30, 31, 32, 33.

Peggy M. Haines  
Peggy M. Haines, Clerk  
Register of Deeds

**PLAT OF WHISPERING  
MEADOWS SUBDIVISION  
NO. 2**

# Whispering Meadows Subdivision No. 2

PART OF THE N.E. 1/4 OF SECTION 27, TOWN 3 SOUTH, RANGE 7 EAST,  
YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

### LEGEND

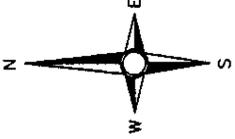
ALL DIMENSIONS ARE IN FEET  
ALL CURVE RADIUS ARE SHOWN ALONG THE ARC  
(R) DENOTES RADIAL (RT) DENOTES NON RADIAL  
MONUMENTS OF STEEL BARS 1/2" DIAMETER AND 3/4" LONG,  
BULGED END CONCRETE 4" AT STEEL BARS, ALL POINTS MARKED "O".  
AND ARE CAPPED YELLOW WITH R.L.S. NO. 2770.  
ALL BEARINGS ARE IN RELATION TO THE PREVIOUSLY ESTABLISHED  
MONUMENTS OF STEEL BARS 1/2" DIAMETER AND 3/4" LONG,  
AS RECORDED IN LIBER 32 PAGES 25, WASHTENAW COUNTY RECORDS.  
FOUND MONUMENTS CONSISTING OF 1/2" DIAMETER STEEL BARS  
DISHED IN CONCRETE, 4" IN DIAMETER, ARE AT ALL POINTS MARKED "O".



SCALE: 1 INCH = 50 FEET

### CURVE DATA

NO.	RADIUS	ARC	DELTA	CHORD	CHORD BEARING
1	283.00	424.48	92°28'33"	379.89	N 45°33'59" E
2	197.00	317.96	102°28'33"	284.55	N 45°33'59" E

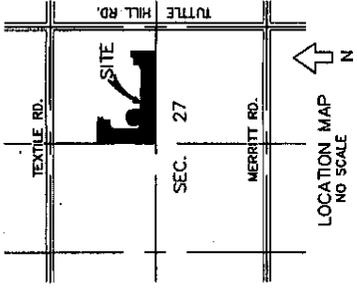


WHISPERING MEADOWS  
SUBDIVISION No. 1  
L.32 PG.25

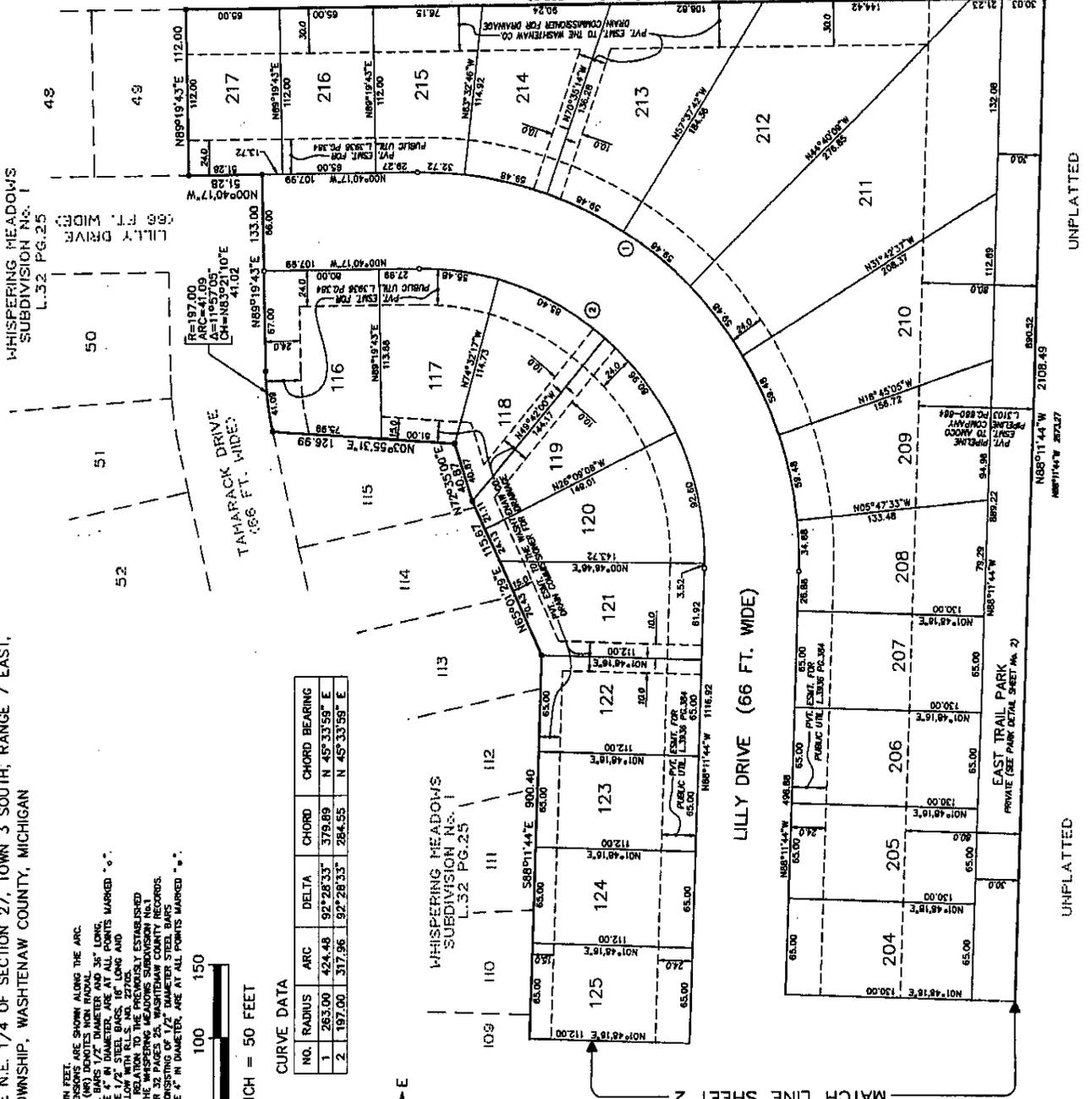
LILLY DRIVE  
(66 FT. WIDE)

TAMARACK DRIVE  
(66 FT. WIDE)

LILLY DRIVE (66 FT. WIDE)



LOCATION MAP  
NO SCALE



POINT OF BEGINNING



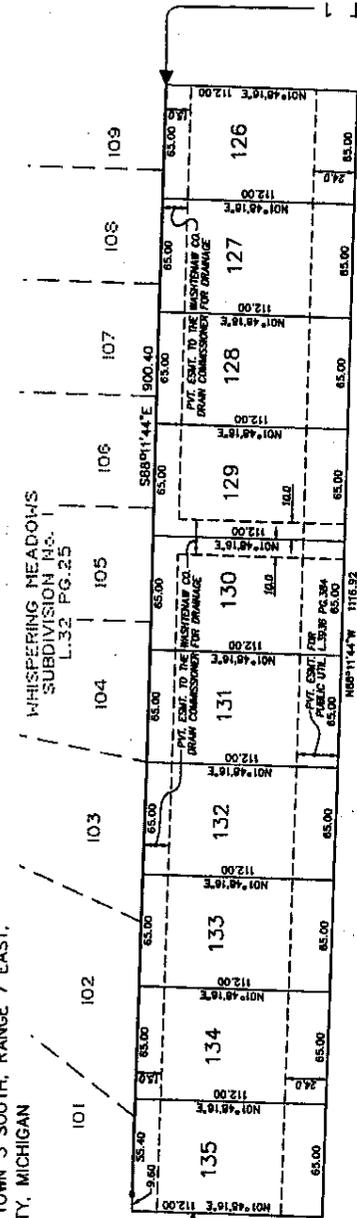
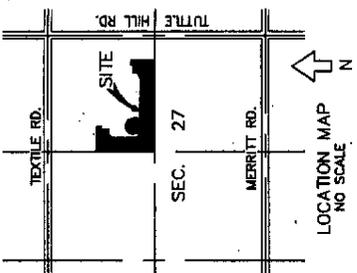
*Signature*

E. 1/4 CORNER  
SECTION 27  
T.3S. R.7E.  
L.32 PG. 25

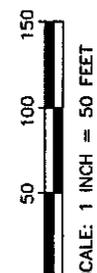
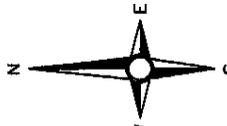
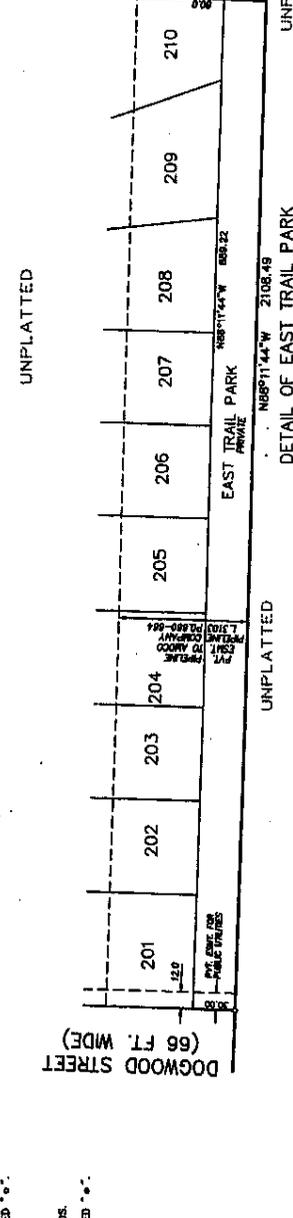
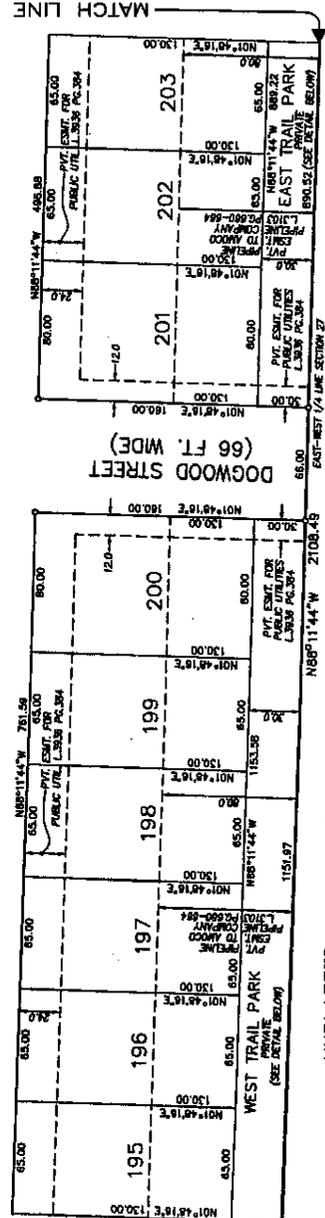
NOWAK & FRAUS P.L.L.C.  
1310 N. STEPHENSON HWY.  
ROYAL OAK, MI. 48067  
PHONE (248) 399-0886

# Whispering Meadows Subdivision No. 2

PART OF THE N.E. 1/4 OF SECTION 27, TOWN 3 SOUTH, RANGE 7 EAST,  
YPSILANTI TOWNSHIP, WASHTEENAW COUNTY, MICHIGAN



LILLY DRIVE (66 FT. WIDE)



**LEGEND:**  
ALL DIMENSIONS ARE IN FEET.  
(1) CURVED MONUMENTS ARE SHOWN ALONG THE ARC.  
(2) MONUMENTS ARE SHOWN WITH DIMENSIONS FROM ORIGINAL MONUMENTS IN CONCRETE 1/2" DIAMETER AND 30" LONG.  
(3) MONUMENTS IN CONCRETE 4" IN DIAMETER, ARE AT ALL POINTS MARKED "O".  
(4) MONUMENTS IN CONCRETE 2" IN DIAMETER, ARE AT ALL POINTS MARKED "X".  
(5) MONUMENTS IN CONCRETE 1 1/2" IN DIAMETER, ARE AT ALL POINTS MARKED "O".  
(6) MONUMENTS IN CONCRETE 1 1/2" IN DIAMETER, ARE AT ALL POINTS MARKED "X".  
(7) MONUMENTS IN CONCRETE 1 1/2" IN DIAMETER, ARE AT ALL POINTS MARKED "O".  
(8) MONUMENTS IN CONCRETE 1 1/2" IN DIAMETER, ARE AT ALL POINTS MARKED "X".



NOWAK & FRAUS P.L.L.C.  
1310 N. STEPHENSON HWY.  
ROYAL OAK, MI. 48067  
PHONE (248) 399-0886

UNPLATTED

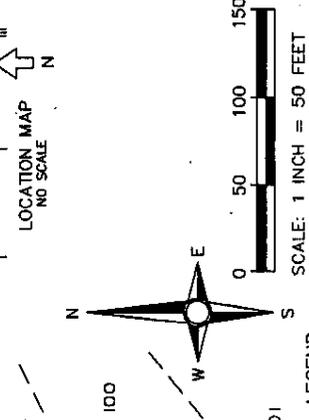
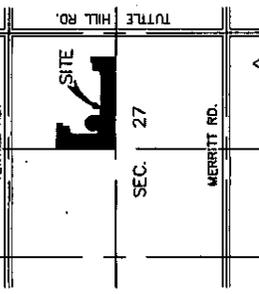
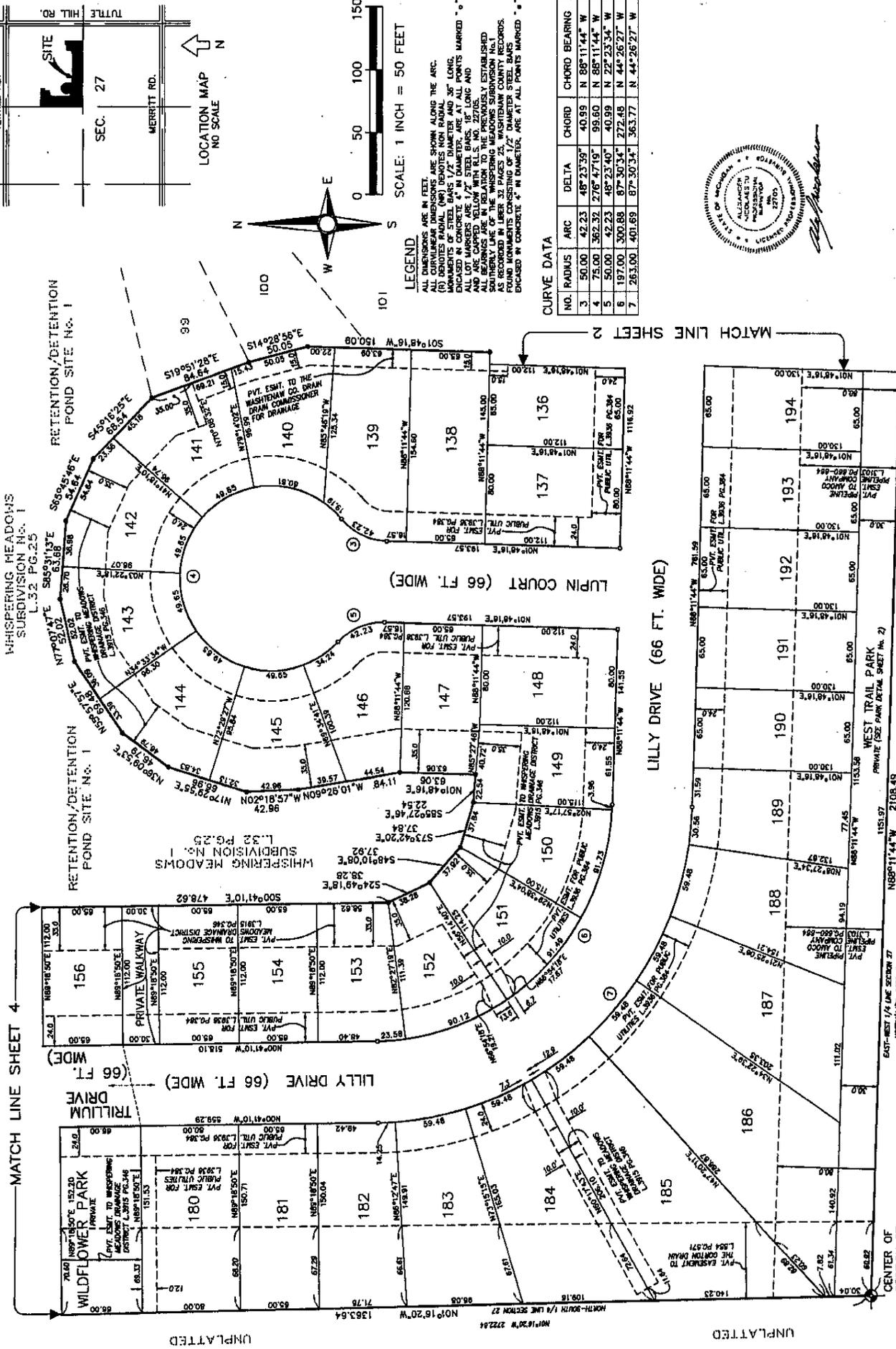
UNPLATTED

UNPLATTED

UNPLATTED

# Whispering Meadows Subdivision No. 2

PART OF THE N.E. 1/4 OF SECTION 27, TOWN 3 SOUTH, RANGE 7 EAST,  
YPSILANTI TOWNSHIP, WASHINGTON COUNTY, MICHIGAN



**LEGEND**  
ALL DIMENSIONS ARE IN FEET.  
ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.  
(R) DENOTES RADIAL (NR) DENOTES NON RADIAL.  
DIMENSIONS OF STEEL BARS 1/2" DIAMETER AND 36" LONG.  
ALL LOT MARKERS ARE 1/2" STEEL BARS, 18" LONG AND  
AND ARE CAPPED YELLOW WITH R.L.S. NO. 27705.  
SALVAGE VALUE OF THE MESSERS ROSS MEADOWS SUBDIVISION  
AS RECORDED IN LIBER 32 PAGES 23, WASHINGTON COUNTY RECORDS.  
FOUND MONUMENTS CONSISTING OF 1 1/2" DIAMETER STEEL BARS  
DISCUSSED IN CONCRETE \* IN DIAMETER, ARE AT ALL POINTS MARKED

**CURVE DATA**

NO.	RADIUS	ARC	DELTA	CHORD	CHORD BEARING
3	50.00	42.23	48°23'39"	40.99	N 88°11'44" W
4	75.00	36.23	27°07'19"	69.60	N 88°11'44" W
5	50.00	42.23	48°23'40"	40.99	N 22°23'34" W
6	197.00	300.88	87°30'34"	272.45	N 44°26'27" W
7	263.00	401.89	87°30'34"	363.77	N 44°26'27" W



NOWAK & FRAUS P.L.L.C.  
1310 N. STEPHENSON HWY.  
ROYAL OAK, MI., 48067  
PHONE (248) 399-0886

UNPLATTED

UNPLATTED

UNPLATTED

UNPLATTED

# Whispering Meadows Subdivision No. 2

LIBER 34 PAGE 72  
SHEET 4 OF 7

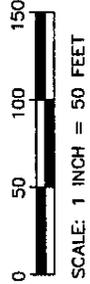
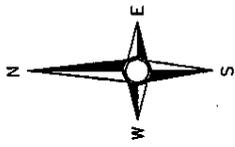
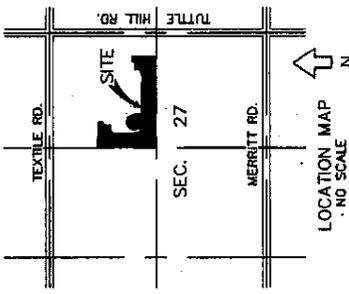
N. 1/4 CORNER  
SECTION 27  
T.35. N.7E  
L.30. L7 P.34

PART OF THE N.E. 1/4 OF SECTION 27, TOWN 3 SOUTH, RANGE 7 EAST,  
YPSILANTI TOWNSHIP, WASHTEENAW COUNTY, MICHIGAN

UNPLATTED  
RECORDED AS: (S87°39'37"E)  
THE PINES  
SUBDIVISION  
L.B. P.G. 1

UNPLATTED  
RECORDED AS:  
THE PINES  
SUBDIVISION  
L.B. P.G. 1

UNPLATTED  
RECORDED AS:  
THE PINES  
SUBDIVISION  
L.B. P.G. 1



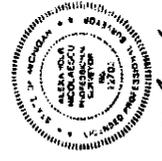
SCALE: 1 INCH = 50 FEET

### LEGEND

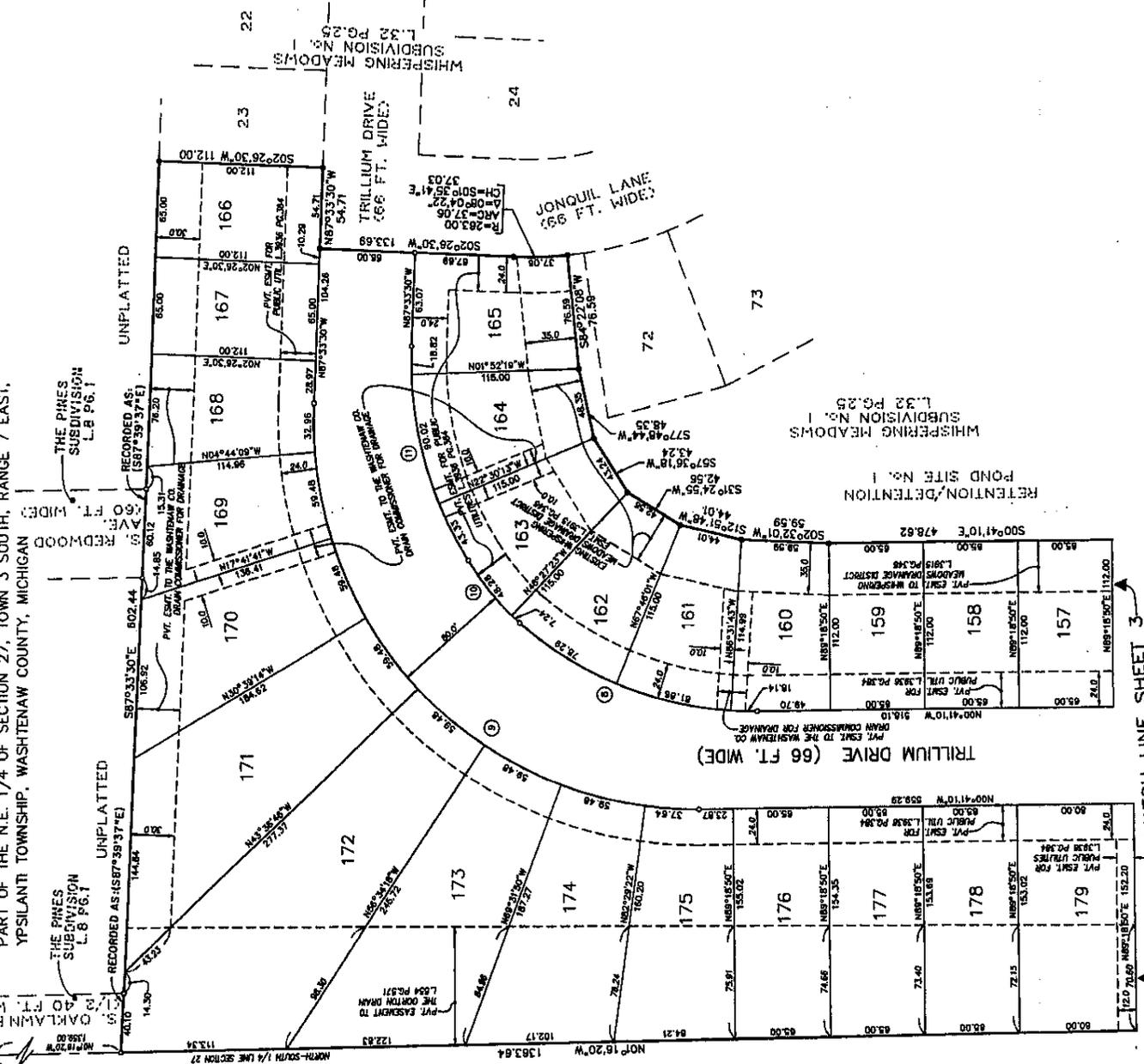
ALL DIMENSIONS ARE IN FEET.  
ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.  
ALL DIMENSIONS ARE SHOWN ALONG THE ARC.  
MONUMENTS OF STEEL BARS 1/2" DIAMETER AND 36" LONG  
ENCASED IN CONCRETE 4" IN DIAMETER, ARE AT ALL POINTS MARKED \*.  
ALL LOT BOUNDARIES ARE 1/2" STEEL BARS 18" LONG AND  
ENCASED IN CONCRETE 4" IN DIAMETER, ARE AT ALL POINTS MARKED \*.  
ALL BEARINGS ARE IN RELATION TO THE PREVIOUSLY ESTABLISHED  
SOUTHERLY LINE OF THE WHISPERING MEADOWS SUBDIVISION No. 1  
AS SHOWN ON PLAT No. 1 L.32 P.G. 25.  
FOR ALL MONUMENTS CONSIDERED AS 1/2" DIAMETER STEEL BARS  
ENCASED IN CONCRETE 4" IN DIAMETER, ARE AT ALL POINTS MARKED \*.

### CURVE DATA

NO.	RADIUS	ARC	DELTA	CHORD	CHORD BEARING
8	250.00	178.28	40°51'40"	174.54	N 19°41'40" E
9	253.00	427.48	93°07'40"	380.95	N 45°52'40" E
10	183.00	55.52	17°22'53"	55.30	N 49°58'04" E
11	250.00	182.17	34°52'31"	149.83	N 79°00'15" E



NOWAK & FRAUS PLLC.  
1310 N. STEPHENSON HWY.  
ROYAL OAK, MI, 48067  
PHONE (248) 399-0886



MATCH LINE SHEET 3

UNPLATTED

# Whispering Meadows Subdivision No. 2

PART OF THE N.E. 1/4 OF SECTION 27, TOWN 3 SOUTH, RANGE 7 EAST,  
YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

LIBER 34 PAGE 73  
SHEET 5 OF 7

## SURVEYOR'S CERTIFICATE

I, Alexander Nicolaescu, Surveyor, certify that I have surveyed, divided and mapped the land as shown on this plat described as follows:

Whispering Meadows Subdivision No. 2

Part of the N.E. 1/4 of Section 27, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, being more particularly described as commencing at the East 1/4 corner of Section 27, Town 3 South, Range 7 East; thence N. 88° 11' 44" W., 564.78 feet along the East-West 1/4 line of Section 27 to the point of beginning; thence continuing along said East-West 1/4 line of Section 27 N. 88° 11' 44" W., 2108.49 feet to the center post of said Section 27; thence along the North-South 1/4 line of said Section 27 N. 01° 16' 20" W., 1363.64 feet; thence S. 87° 33' 30" E., 602.44 feet along the south line of S. Oaklawn Blvd. and S. Redwood Ave. of The Pines Subdivision Liber 8 Page 1 Washtenaw County Records, to a point on the boundary of Whispering Meadows Subdivision No. 1 as recorded in Liber 32 Page 25 of Plats, Washtenaw County Records; thence continuing along the Westerly and Southerly Boundary of said Whispering Meadows Subdivision No. 1 the following thirty six (36) courses: S. 02° 26' 30" W., 112.00 feet, N. 87° 33' 30" W., 54.71 feet, S. 02° 26' 30" W., 133.69 feet, 37.06 feet along the arc of a curve to the left (radius = 263.00 feet, central angle = 08° 04' 22", chord = S. 01° 35' 41" E., 37.03 feet), S. 84° 22' 08" W., 78.59 feet, S. 77° 48' 44" W., 48.35 feet, S. 57° 36' 18" W., 43.24 feet, S. 31° 24' 55" W., 42.56 feet, S. 12° 51' 48" W., 44.01 feet, S. 02° 32' 01" W., 59.59 feet, S. 00° 41' 10" E., 478.62 feet, S. 24° 49' 18" E., 38.28 feet, S. 48° 10' 08" E., 37.92 feet, S. 73° 42' 20" E., 37.84 feet, S. 85° 27' 46" E., 22.54 feet, N. 01° 48' 16" E., 63.06 feet, N. 09° 26' 01" W., 84.11 feet, N. 02° 18' 57" W., 42.96 feet, N. 17° 29' 55" E., 66.96 feet, N. 36° 09' 53" E., 46.79 feet, N. 55° 57' 57" E., 69.48 feet, N. 77° 07' 47" E., 52.02 feet, S. 85° 31' 13" E., 63.68 feet, S. 65° 45' 46" E., 54.64 feet, S. 45° 16' 25" E., 68.54 feet, S. 19° 51' 28" E., 84.64 feet, S. 14° 28' 56" E., 50.05 feet, S. 01° 48' 16" W., 150.09 feet, S. 88° 11' 44" E., 900.40 feet, N. 65° 01' 29" E., 115.67 feet, N. 72° 35' 00" E., 40.87 feet, N. 03° 55' 31" E., 126.99 feet, 41.09 feet along the arc of a curve to the right (radius = 197.00 feet, central angle = 11° 57' 05", chord = N. 83° 21' 10" E., 41.02 feet), N. 89° 19' 43" E., 133.00 feet, N. 00° 40' 17" W., 51.28 feet, N. 89° 19' 43" E., 112.00 feet; thence S. 00° 40' 17" E., 598.89 feet to the point of beginning. Containing 1,301,441 Square Feet or 29.88 Acres. Comprising of 102 lots numbered 116 through 217 inclusive, three (3) private parks and one (1) private walkway. That I have made such survey, land division and plat by the direction of the owners of such land.

That such plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision of it.

That the required monuments and lot markers have been located in the ground, or that surety has been deposited with the municipality as required by Section 125 of the Act.

That the accuracy of survey is within the limits required by Section 126 of the Act.

That the bearings shown on the plat are expressed as required by Section 126(3) of the Act and as explained in the legend.

Dated: 12-09-2002

Nowak & Fraus, PLLC  
1310 N. Stephenson Hwy.  
Royal Oak, MI 48067

  
Alexander Nicolaescu, P.S.  
Member

No.: 22705



# Whispering Meadows Subdivision No. 2

PART OF THE N.E. 1/4 OF SECTION 27, TOWN 3 SOUTH, RANGE 7 EAST,  
YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

### PROPRIETOR'S CERTIFICATE

Robert D. Kime Inc., a corporation duly organized and existing under the laws of the State of Michigan by Robert D. Kime, President, as proprietor, has caused the land embraced in this plat to be surveyed, divided, mapped and dedicated as represented on this plat and that the streets are for the use of the public; that Wildflower Park, West Trail Park, and East Trail Park are private parks, the private parks and the private walkway are reserved to the use of the lot owners of this plat and any previous contiguous developments of the same name; that the public utility easements are private easements and that all other easements are for the uses shown on the plat.

WITNESS:

*Gary N. Kackaleiter*  
Gary N. Kackaleiter

*Brian C. Kime*  
Brian C. Kime

Robert D. Kime Inc.,  
41750 Michigan Ave.  
Canton, Mi., 48188

*Robert D. Kime*  
Robert D. Kime, President

STATE OF MICHIGAN } S.S.  
COUNTY OF WAYNE }

Personally came before me this 11 day of DECEMBER, 2002, Robert D. Kime, President of the above named corporation, to me known to be such President of said corporation and acknowledged that he executed the foregoing instrument as such officer as the free act and deed of said corporation, by its authority.

Notary Public Kristina M. MacLean, Wayne County, Michigan  
Kristina M. MacLean

My commission expires 9-6-2006

### PROPRIETOR'S CERTIFICATE

Key National Bank Association, A National Banking Association, an association duly organized and existing under the laws of the United States of America by David F. Baker, Vice President, as proprietor, has caused the land embraced in this plat to be surveyed, divided, mapped and dedicated as represented on this plat and that the streets are for the use of the public; that Wildflower Park, West Trail Park, and East Trail Park are private parks, the private parks and the private walkway are reserved to the use of the lot owners of this plat and any previous contiguous developments of the same name; that the public utility easements are private easements and that all other easements are for the uses shown on the plat.

WITNESS:

*Alicia E. Buisst*  
Alicia E. Buisst

*Billie Marie Diehl*  
Billie Marie Diehl

Key National Bank Association  
A National Banking Association  
100 S. Main St.  
Ann Arbor, Mi., 48104

*David F. Baker*  
David F. Baker, Vice President

STATE OF MICHIGAN } S.S.  
COUNTY OF WASHTENAW }

Personally came before me this 18<sup>th</sup> day of December, 2002, David F. Baker, Vice President of the above named National Banking Association, to me known to be the person who executed the foregoing instrument and to me known to be such Vice President of said national banking association and acknowledged that he executed the foregoing instrument as such vice president as the free act and deed of said national banking association, by its authority.

Notary Public Alicia E. Buisst, Washtenaw County, Michigan  
Alicia E. Buisst

My commission expires 1-8-04



*Alicia E. Buisst*

NOWAK & FRAUS P.L.L.C.  
1310 N. STEPHENSON HWY.  
ROYAL OAK, MI., 48067  
PHONE (248) 399-0886

# Whispering Meadows Subdivision No. 2

PART OF THE N.E. 1/4 OF SECTION 27, TOWN 3 SOUTH, RANGE 7 EAST,  
YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

### COUNTY TREASURER'S CERTIFICATE

The records in my office show no unpaid taxes or special assessments for the five year period preceding January 2, 2003 involving the land included in this plat.

K-11-27-100-003

Catherine McClary  
Catherine McClary, Treasurer  
Washtenaw County, Michigan

### CERTIFICATE OF MUNICIPAL APPROVAL

I hereby certify that this plat was approved by the Board of Trustees of Ypsilanti Township at a meeting held on 5-14-03, and was reviewed and found to be in compliance with Act 288, P.A. 1967. The Township has adopted zoning and subdivision control ordinances and waives the minimum lot size required in Section 186c, Act 288, P.A. 1967. That adequate surety has been deposited with the Township Clerk for the placing of monuments and lot markers within one year from the above date. Also, adequate surety has been posted to insure the installation of public sanitary sewer and public water services.

Brenda Lee Stumbo  
Brenda Lee Stumbo, Township Clerk

### COUNTY DRAIN COMMISSIONER'S CERTIFICATE

Approved on February 11th, 2003, as complying with Section 192 of Act 288, P.A. 1967 and the applicable rules and regulations published by my office in the County of Washtenaw.

Janis A. Bobrin  
Janis A. Bobrin  
Washtenaw County Drain Commissioner

### COUNTY PLAT BOARD CERTIFICATE

This plat has been reviewed and is approved by the Washtenaw County Plat Board on JUNE 13, 2003, as being in compliance with all of the provisions of Act 288, P.A. 1967 and the Plat Board's applicable rules and regulations.

Leah Gunn  
Leah Gunn  
Chair, Washtenaw County Board of Commissioners, (Chair)

Peggy M. Haines  
Peggy M. Haines  
County Clerk-Register of Deeds (Clerk)

### CERTIFICATE OF COUNTY ROAD COMMISSIONERS

Approved on February 11th, 2003, as complying with Section 183 of Act 288, P.A. 1967 and the applicable published rules and regulations of the Board of Road Commissioners of Washtenaw County.

Norman E. Kennedy  
Norman E. Kennedy, Chair

Pamela Byrnes  
Pamela Byrnes (Vice-Chair)

Fred Veigel  
Fred Veigel, Member

### RECORDING CERTIFICATE

STATE OF MICHIGAN )  
COUNTY OF WASHTENAW )

This plat was received for record on the 19th day of August, 2003, at 2:14 P.M. and is recorded in Liber 34 of Plats, Page(s) 69-75

CERTIFIED TRUE COPY OF RECORD AS FILED BY DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES BY Maynard S. Hayes MICHIGAN NOTARY P.S. DIRECTOR OF LAND SURVEY AND RECONSTRUCTION DATE 9-3-2003

Peggy M. Haines  
Peggy M. Haines, Clerk  
Register of Deeds



**PLANNED DEVELOPMENT  
AGREEMENT FOR  
WHISPERING MEADOWS  
SUBDIVISION**



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Peggy M. Haines - Washtenaw Co. AG

L-3893 P-656

# PLANNED DEVELOPMENT AGREEMENT WHISPERING MEADOWS SUBDIVISION

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**PLANNED DEVELOPMENT AGREEMENT**  
**WHISPERING MEADOWS SUBDIVISION**

This Planned Development Agreement ("*Agreement*") is entered into as of the 17<sup>th</sup> day of August, 1999, by and between *Robert D. Kime Inc. d/b/a RDK Homes*, a Michigan Corporation, whose address is 41750 Michigan Avenue, Canton, Michigan 48188 ("*Owner*"), *Robert D. Kime Inc.*, a Michigan Corporation, doing business as *RDK Homes*, whose address is 41750 Michigan Avenue, Canton, Michigan 48188 ("*Developer*") and the Charter Township of *Ypsilanti*, a Michigan Municipal Corporation, whose address is 7200 S. Huron River Drive, Ypsilanti, Michigan 48197-7099 (the "*Township*").

**RECITALS**

A. Whereas, *Owner* holds fee simple interest in certain real property consisting of approximately 69.77 acres located on the west side of Tuttle Hill Road, south of Textile Road, which real property is described on Exhibit A attached hereto and made a part hereof ("*Property*"); and



B. Whereas, *Owner* and *Developer* desire to develop said *Property* as a “*residential planned development district*” consisting of a “*single family subdivision*” which *Developer* intends to develop in two phases: Phase I comprising 115 lots and Phase II comprising 102 lots, respectively, for a total of 217 lots to be known as “*Whispering Meadows Subdivision*” (collectively “*Subdivision*”); and

C. Whereas, *Developer* desires to develop the *Subdivision* pursuant to Article XIX of the *Township’s* Zoning Ordinance as a PD Planned Development District; and

D. Whereas, *Developer* desires to build all necessary infrastructure such as but not limited to water mains, sanitary sewers, storm sewers, drainage facilities, roads, sidewalks, curbs & gutters, without the necessity of special assessments by the *Township*, except for streetlights; and

E. Whereas, *Developer* desires to install lot grading and soil erosion and sedimentation control improvements as set forth on the approved Construction Plans in order to provide drainage for storm water from the *Subdivision* so that storm water will not flow from one



lot to another within the *Subdivision* or onto any adjacent property outside the *Subdivision* in such amounts as to cause damage to such property, as set forth under the Soil Erosion Control Ordinance #102; and

F. Whereas, on January 13, 1998, the *Township's* Planning Commission reviewed *Developer's* application for a planned development district and Tentative Preliminary Plat (stage I site plan) for the *Subdivision*, and the Planning Commission's recommendations were made to the *Township* Board; and

G. Whereas, on February 3, 1998, the *Township* Board reviewed and approved *Developer's* application for a planned development district and Tentative Preliminary Plat (stage I site plan) for the *Subdivision*; and

H. Whereas, on July 22, 1998 and August 18, 1998, respectively, the *Township* Board reviewed and approved *Developer's* Final Preliminary Plat (stage II site plan) for the *Subdivision*, and on its own initiative, the *Township* Board rezoned the *Property* to the PD Planned Development Zoning District; and



I. Whereas, the approved Final Preliminary Plat (stage II site plan) for the *Subdivision* is contingent upon the parties entering into an *Agreement* pursuant to Section 1905 of the Township Zoning Ordinance which *Agreement* shall be binding upon the *Owner*, *Developer*, owners of lots within the *Subdivision*, and the *Township*; and

J. Whereas, the approved Final Preliminary Plat (stage II site plan) for the *Subdivision* is consistent with the purposes and objectives of the *Township's* PD Planned Development District, and is otherwise consistent with the *Township's* Zoning Ordinance and Subdivision Regulations Ordinance pertaining to the use and development of the *Property*.

*NOW, THEREFORE*, in consideration of the premises and the mutual covenants of the parties described in this *Agreement*, and with the express understanding that this *Agreement* contains important and essential terms as part of the final approval of the *Developer's* Final Preliminary Plat (stage II site plan) for the *Subdivision*, the parties agree as follows:



ARTICLE I

GENERAL TERMS

1.1 Recitals part of Agreement. Owner, Developer and the Township acknowledge and represent that the foregoing recitals are true, accurate and binding on the respective parties.

1.2 Rezoning to PD District. The Township acknowledges and represents that the Property has been rezoned PD Planned Development District for the development of the Subdivision, and for purposes of recordation shall be referred to as Planned Development No. 9.

1.3 Approval of Final Preliminary Plat. The Final Preliminary Plat (stage II site plan) for the Subdivision, which is attached hereto as Exhibit B and made a part hereof (the "Final Preliminary Plat"), has been approved in accordance with the authority granted to and vested in the Township pursuant to Act. No. 184, Public Acts of 1943, as amended, the Township Rural Zoning Act, Act No. 285, Public Acts of 1931, as amended, and Act No. 168, Public Acts of 1945, as amended, relating to municipal planning; in accordance with Ordinance No. 74, the Zoning Ordinance of Ypsilanti Township,

enacted in 1994, as amended; and in compliance with Act No. 288, Public Acts of 1967, as amended, the Land Division Act, and Ordinance No. 44, Subdivision Regulations Ordinance of Ypsilanti Township.

1.4 Conditions of Final Preliminary Plat Approval.

*Developer* and the *Township* acknowledge that the approved *Final Preliminary Plat* for the *Subdivision* incorporates the approved conditions and requirements pertaining to the *Final Preliminary Plat* that were adopted by the *Township* Board, based upon the recommendations of the *Township's* Planning Commission, the Community/Economic Development Department, and the professional consultants retained by the *Township*.

1.5 Agreement Running with the Land. The terms, provisions and conditions of this *Agreement* shall be deemed to be of benefit to the *Property* described on Exhibit A; shall be deemed a restrictive covenant which shall run with the land and be binding upon and inure to the benefit of the parties, their successors-in-interest, assigns; and may not be modified or rescinded except as may be agreed to in writing by the *Township*, the *Owner*, the *Developer* and/or the Association (as defined herein) or their respective successors. This



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restrictive covenant shall be incorporated by the appropriate executed instruments into the title of said property. Anything to the contrary herein notwithstanding, no person who is neither a party hereto or the successor of a party shall be deemed an intended contractual beneficiary of this *Agreement* or have the right to commence any lawsuit or proceeding to enforce this *Agreement* or any portion thereof.

ARTICLE II

PROVISIONS REGARDING DEVELOPMENT OF THE  
SUBDIVISION

2.1 Permitted Principal Uses. The only permitted principal uses within the *Subdivision* shall be detached single family dwellings and permitted accessory buildings.

2.2 Open Space Areas. The Open Space Areas and Park Areas shown on the *Final Preliminary Plat* (collectively, the "*Open Space Areas*") shall be identified and dedicated as private parks in the Final Plat and recorded with the *Subdivision*. Each lot owner within the *Subdivision* shall have the right and non-exclusive easement to use the *Open Space Areas* for the purposes provided in this Article II.



2.3 Use of Open Space Areas.      *The Open Space Areas*

are to be used for wetland, storm water retention, recreation and open space purposes. No improvements shall be installed or constructed within the *Open Space Areas* without the prior approval of the *Township's* Community & Economic Development Department, excepting those improvements installed by *Developer* pursuant to the *Final Preliminary Plat* or other plans and specifications approved by the *Township* which shall include sidewalks, landscaping, storm drainage improvements, gas, electric and cable facilities.

2.4 Escrow for Improvements in Open Space Areas.

*Developer* has provided a layout to the *Township* showing all *Open Space Areas*, and the improvements which the *Developer* proposes to install therein. The *Developer* will deposit a total of *Ninety-Six Thousand Nine Hundred Twenty and 00/100* (96,920.00) *Dollars* in escrow with the *Township* or other governmental entities to secure the cost of the open space and park improvements in the *Open Space Areas*. This deposit in escrow may be in the form of cash, check, irrevocable Bank Letter of Credit, subject to approval by the *Township* attorney. If posted with another



governmental entity, *Developer* shall provide to the *Township* Treasurer's Office a copy of the escrow agreement or irrevocable Bank Letter of Credit provided to such other governmental entity to secure the construction of the open space and park improvements covered by such escrow or Bank Letter of Credit. If posted with the *Township*, the *Developer* will deposit such funds in an "*Open Space and Park Improvements Escrow Account*" with the Treasurer's Office made payable to the Charter Township of Ypsilanti. The \$96,920.00 escrow amount stated above is based on specifications and estimates prepared by the *Developer* in an "itemized estimate" to the *Township* and approved by the Community & Economic Development Department. All such improvements shall be installed as agreed upon between the *Developer* and the Charter Township of Ypsilanti as presented on the conceptual landscape plan approved and signed by the *Township's* Landscape Architect, a copy of which is attached hereto and incorporated by reference and labeled Exhibit C. The *Township* shall refund its portion of the Open Space and Park Improvements Escrow or accept an irrevocable Bank Letter of Credit in a reduced amount on a



"*phase by phase*" basis within forty-five (45) days after the final acceptance of the open space and park improvements.

2.5 Formation of Whispering Meadows Homeowners

Association. Within 90 days after the recordation of the Final Plat for each phase of the *Subdivision*, *Developer* shall form a non-profit corporation in accordance with the Michigan Non-Profit Corporation Act, Act No. 162 of the Public Acts of 1982, as amended, which shall be known as the Whispering Meadows Homeowners Association (the "*Association*"), or such other name as may be designated by the *Developer*. The *Association* shall be responsible for maintaining the *Open Space Areas* for the common use and benefit of all residents and owners of lots. *Developer* and every owner of a lot (with the exception of builders who have acquired lots within the *Subdivision* for resale in the ordinary course of business) shall be a member of the *Association*. All membership rights and obligations shall be appurtenant to and may not be separated from the ownership of any lot.

2.6 Ownership of Open Space Areas. At such time as the *Association* has been formed and organized, *Developer* may, in its discretion, convey to the *Association* title to all of the *Open Space*

*Areas*. In any event, *Developer* shall convey to the *Association* title to the *Open Space Areas* at or before such time as fee simple interest in one hundred (100%) percent of the lots within the *Subdivision* have been sold and conveyed by *Developer* to persons other than builders. The conveyance of the *Open Space Areas* shall be subject to any easements reserved, dedicated or granted by *Developer* as indicated on the recorded plat for the *Subdivision*, the maintenance requirements contained in this *Agreement*, and any other open space maintenance agreements or other maintenance and/or easement agreements entered into with the *Township* or other governmental entity prior to the date of conveyance. The *Developer* shall notify the *Township* Clerk and Community Watch Specialist of the names and addresses of the members of the first Board of Directors of Whispering Meadows Homeowners *Association* within seven (7) days of their appointment by the *Developer*.

2.7 Installation of Sidewalks and Bike Paths. *Developer* shall install sidewalks within the street right-of-way in accordance with the *Final Preliminary Plat*. *Developer* may contractually assign the obligation to install sidewalks to the builders building homes in the

*Subdivision* provided *Developer* remains directly liable for said installation. All sidewalks, bike paths and nature trails installed within the interior of the *Subdivision* shall be maintained by *Developer*, until such time as said maintenance obligations are assigned by *Developer* to the *Association*. Upon the assignment to and assumption by the *Association* of *Developer's* maintenance obligations with respect to the *Open Space Areas*, including, but not limited to, sidewalks, bike paths and nature trails, *Developer* shall have no further obligations or liability with respect thereto.

2.8 Responsibility of Whispering Meadows Homeowners Association to Preserve, Retain, Maintain, and Upkeep of Open Space Areas. *Developer* and the *Association* shall preserve, retain, maintain and upkeep the *Open Space Areas* within the *Subdivision* in their natural state, subject to the right of *Developer* to install, preserve, retain, maintain and repair the *Subdivision* improvements which are identified in the *Final Preliminary Plat* and/or the plans and specifications for the *Subdivision* which have been approved by the *Township*. *Developer* and/or the *Association* shall be responsible for removing any man-made debris that is deposited in the



*Open Space Areas. Developer* shall establish reasonable rules for and shall be responsible for the maintenance and upkeep of the *Open Space Areas*, including, but not limited to, sidewalks, bike paths, and nature trails, until such time as the *Open Space Areas* are conveyed to the *Association*. The *Developer* shall notify the *Township* at least 30 day's prior thereto of the assignment by quit claim deed of all "*Common and Open Space Areas*" as defined in the "*Declaration of Covenants, Conditions and Restrictions for the Whispering Meadows Subdivision*" (the "*Declaration*"), a copy of which shall be submitted to the *Township* for review and approval prior to recording. The *Township's* review shall be limited to the determination that said "*Declaration*" is not in conflict with the terms and conditions of this *Agreement*, the Final Preliminary Plat, or any *Township* Ordinance or regulation. Nothing in this *Agreement* shall prevent the *Owner* and *Developer* from imposing in the *Declaration* more restrictive terms and provisions with respect to the "*Subdivision*" or the use of any portion thereof. Thereafter, the *Association* shall be responsible for maintaining the *Open Space Areas* in accordance with the rules established by the *Developer*, and the *Association* shall have the



right to establish such additional reasonable rules and regulations with respect to the use and enjoyment of the *Open Space Areas* as the *Association* may deem necessary or desirable to insure the proper preservation and functioning of the *Open Space Areas*.

2.9 Township Right to Enforce Open Space Area

Obligations. In the event *Developer* or the *Association* fails at any time to preserve, retain, maintain or upkeep of the *Open Space Areas* in accordance with this *Agreement*, the *Township* may serve written notice upon the *Developer* or the *Association*, as applicable, setting forth the manner in which *Developer* or the *Association* has failed to maintain or preserve the *Open Space Areas* (i.e. sidewalks, bike paths, nature trails, etc.) in accordance with this *Agreement*.

Such notice shall include a demand that deficiencies of maintenance or preservation be cured within thirty (30) days of the notice. If the deficiencies set forth in the original notice, or any subsequent notice thereto, are not cured within such thirty (30) day period or any extension thereof, the *Township* in order to prevent the *Open Space Areas* from becoming a nuisance and/or a threat to the public health, safety and general welfare, may enter upon the *Open Space Areas*

and perform the required maintenance to cure the deficiencies. The *Township's* cost to perform any such maintenance and/or preservation, together with a ten (10%) percent surcharge for administrative costs, shall be assessed equally against each lot and shall constitute a lien on said *Property* and placed on the next *Township* roll as a special assessment and collected in the same manner as general *Property* taxes.

2.10 Storm Water Management; Drainage District.

*Developer* shall provide a maximum of one (1) foot vertical to five (5) foot horizontal slope of the retention/detention pond, as approved on the final engineering plans, to serve the health, safety and welfare of the public. No part of the retention/detention area shall be allowed to remain in an unkempt condition. All grass and growth shall be maintained and cut in accordance with *Township* ordinances. The inlet and outlets shall be kept functioning.

Without abrogating or limiting the *Developer's* continuing responsibility to maintain the retention/detention basin areas during the period of construction, *Developer* shall cause the *Declaration* to assign to the *Association* all responsibility to preserve, retain,



maintain and keep operational the retention/detention basin area, inlet and outlet areas, whether arising under this *Agreement* or any other open space maintenance agreements or other maintenance and/or easement agreements entered into with the *Township* or other governmental entities, from and after the date of certification by the *Township* and County drain engineers that they have inspected the required improvements thereto and are reasonably satisfied that they are proper and complete. *Developer* shall notify the *Township* in writing within thirty (30) days of the date the *Association* becomes responsible for the retention/detention basin area, inlet and outlet areas, pursuant to this Section 2.11.

In the event the *Owner, Developer* and/or the *Association* of the *Property* shall at any time fail to maintain or preserve the retention/detention basin areas, the inlet and outlet areas, etc., in accordance with this *Agreement*, the *Township* may serve written notice upon the *Owner, Developer* and/or the *Association*, as applicable, setting forth the deficiencies in the *Owner's, Developer's* and/or the *Association's* maintenance and/or preservation of the retention/detention basin areas, inlet and outlet areas, etc., in



accordance with this *Agreement*. Said written notice shall include a demand that deficiencies of maintenance and/or preservation be cured within thirty (30) days of the date of said notice. If the deficiencies set forth in the original notice, or any subsequent notice thereto, are not cured within such thirty (30) day period or any extension thereof, the *Township* in order to prevent the retention/detention basin areas, inlet and outlet areas, etc. from becoming a nuisance and/or a threat to the public health, safety and general welfare, may enter upon the retention/detention basin areas, inlet and outlet areas, etc., and perform the required maintenance and/or preservation to cure the deficiencies. The *Township's* cost to perform any such maintenance and/or preservation, together with a ten (10) percent surcharge for administrative costs shall be assessed equally against each lot and shall constitute a lien on said *Property* and placed on the next *Township* roll as a special assessment and collected in the same manner as general property taxes.

This obligation and financial responsibility to maintain or preserve the retention/detention basin area, the inlet and outlet areas and the *Township's* rights to enforce this obligation against the

*Owner, Developer and/or the Association shall be set forth in the Declaration.*

2.11 Association Assessments. The *Association* shall establish and levy assessments against the lots within the *Subdivision* for the purpose of performing the *Association's* maintenance and repair obligations with respect to the *Open Space Areas*, including all sidewalks, bike paths and nature trails installed within the *Subdivision*, the retention/detention basin areas, inlet and outlet areas and for other proper purposes of the *Association*. The *Association's* assessment rights and the lot owner's assessment obligations, and the *Township's* right to enforce these obligations against the *Association* shall be set forth in the "*Declaration*" which shall be submitted to the Township for review and approval prior to recording.

2.12 No Disturbance of Wetlands. No regulated wetlands within the *Subdivision* shall be modified in any manner by any person or entity unless all necessary permits for such modification have been issued by all governmental units or agencies having jurisdiction over such wetlands within the *Property*. *Developer* shall provide the

*Township* with a "determination" from a qualified wetlands consultant acceptable to the Michigan Department of Environmental Quality of all wetlands on the premises.

2.13 Applicable Yard Setbacks. The parties acknowledge that the *Final Preliminary Plat* identifies, for each lot within the *Subdivision*, the width and size of such lot, and a typical lot layout that shows the approved front yard, rear yard and side yard setbacks for each lot in the *Subdivision*. Such approved setbacks have been selected to accomplish the preservation of natural resources and natural features, such as trees, views, vistas and topography. No exterior wall of a principal residence shall be erected or placed other than within the confines of the approved building area without the consent of the *Township*. With respect to this provision, in the event of a conflict or inconsistency with any section of the *Township's Zoning Ordinance*, *Township's Subdivision Regulations Ordinance* or any other promulgated rule, ordinance or adopted resolution, this *Agreement* and *Final Preliminary Plat* shall control.

2.14 Development Review. The Final Plat for the *Subdivision*, along with the detailed Construction Plans for the homes

to be built within the *Subdivision*, shall not be subject to any enactments or amendments to the *Township Zoning Ordinance*, the *Township Subdivision Regulations Ordinance*, or any other *Township* ordinances, rules and regulations which affect the development of the *Property* or the architectural standards governing home construction in the *Subdivision* after the date of this *Agreement*. Final Plats shall be reviewed and approved in light of this *Agreement*, the *Final Preliminary Plat* attached hereto, the *Township Zoning Ordinance*, the *Township Subdivision Regulations Ordinance*, and any other applicable *Township* ordinances, rules and regulations, as they exist as of the date of this *Agreement*.

2.15 Public Roads. All roads within the *Subdivision* shall be public streets, hard surfaced and constructed in accordance with the standards of the Washtenaw County Road Commission. During the various stages of road construction, the *Developer* shall notify the *Township Community & Economic Development Department*, with at least a 24 hour advance notice, of all scheduled inspections by the Washtenaw County Road Commission, including, but not limited to, the following:



- a. finished subgrade surface,
- b. underground drainage and all utility installation,
- c. completed subbase,
- d. completed base course,
- e. concrete placement,
- f. bituminous placement.

The *Developer* shall also provide the *Township* Community & Economic Development Department with copies of all inspection reports prepared and/or generated by the Washtenaw County Road Commission in conjunction with the aforementioned paragraph, including, but not limited to, inspection reports for the various stages of road construction identified as (a-f) above.

The *Developer* shall provide a plan for signs and installation of street name signs according to Washtenaw County Road Commission specifications; install such temporary warning signs during the construction period as are appropriate to protect the health, safety and welfare of the public; and provide and install signs at the end of "connector out-lots" which clearly state that these are NOT dead end streets and may be extended when future development occurs.

2.16 Deceleration/Acceleration Tapers. *Developer* shall install, in conjunction with the development of the *Subdivision*, passing lanes and deceleration/acceleration tapers on Tuttle Hill Road in relation to the entranceways to the *Subdivision*, in accordance with the requirements imposed by the Washtenaw County Road Commission ("WCRC"). *Developer* shall provide the *Township* copies of its agreement with the *WCRC* to construct such improvements.

2.17 Tuttle Hill Road Paving.

*Developer* shall, at its sole cost and expense, pave a portion of Tuttle Hill Road, which includes the installation of bikepaths and/or lanes in the county right-of-way as recommended by WCRC, which is described as follows:

Commencing from the existing pavement north of the entrance to the subdivision, continuing south along the center line to the one-quarter (1/4) section line of Section 27.

The paving of Tuttle Hill Road as described herein shall be in accordance with the standards of the Washtenaw County Road Commission and shall be completed on or before September 1, 2000.

Prior to the issuance of building permits, *Developer* shall post with the *Township* cash, check, escrow agreement or irrevocable Bank Letter of Credit in the amount of \$214,830 which has been determined





by the Township Engineer to cover the cost of paving Tuttle Hill Road as defined/described herein.

*Developer* shall provide the *Township* with a copy of the "*Road Improvement Agreement*" entered into with the Washtenaw County Road Commission to pave Tuttle Hill Road as described herein.

The *Developer* and the *Township* acknowledge, represent and agree that the *Developer's* obligations under Section 2.17 are an integral part of the *Township's* approval of the subdivision and furthermore acknowledge the *Township's* actions were conditioned in material part upon the representation of *Developer* that such road improvements would be made as described herein and that without said road improvements, neither the rezoning or the final preliminary plat (Stage II Site Plan) would have been approved.

The *Developer* and the *Township* further acknowledge, represent and agree that the approval of this *Development Agreement* is contingent upon the *Developer* obtaining a *Consent Declaratory Judgment* in the Washtenaw County Circuit Court on or before the commencement of any said road improvement to Tuttle Hill Road declaring that the "*Road Improvement Agreement*" is a proper

and lawful contract pursuant to MCL 247.651(e) and that said improvement to Tuttle Hill Road shall be at *Developer's* expense and without cost to the *Township*, otherwise, this *Development Agreement* shall be null and void.

Once the *Road Improvement Agreement* has been signed and the *Consent Declaratory Judgment* entered into between the necessary parties, including the *WCRC*, the aforementioned cash, check, escrow agreement or irrevocable Bank Letter of Credit shall be assigned by the *Developer* and transferred to the *WCRC* along with any additional security required by the *WCRC* to ensure the paving of said road.

Upon the assignment, transfer and acceptance of the cash, check, escrow agreement or irrevocable Bank Letter of Credit, the *Developer* shall be released from maintaining this security escrow for the paving of Tuttle Hill Road with the *Township*.

2.18 Street Lighting. *Developer* shall petition the *Township* for the creation and establishment of a Special Assessment District for the purpose of defraying the costs of the annual maintenance and operation of street lighting by special assessments against the property especially benefited. The creation and



establishment of the special assessment district for the purpose of street lighting shall be finalized prior to the formation of the "*Whispering Meadows Homeowners Association*." Upon creation and establishment of the special assessment district for purposes of street lighting, *Developer* shall install "Acorn" street lighting on a phase by phase basis which meets or exceeds the minimum residential street lighting standards of the Detroit Edison Company.

2.19 Public Sewer and Water. The *Subdivision* shall be developed with public sanitary sewers as approved by the Ypsilanti Community Utilities Authority (*YCUA*) and the Michigan Department of Environmental Quality, subject to all applicable laws and regulations. The *Subdivision* will also be developed with public water mains as approved by *YCUA* and the Michigan Department of Public Health, subject to applicable laws and regulations. All standard connection, inspections, costs and fees imposed by the *Township*, including, but not limited to, engineering inspections, shall be paid by the *Developer* or its successors (e.g. builders or homeowners). In no event shall the *Township* be responsible for reimbursing the



*Developer* and/or any lot owner for costs incurred as required under this Section.

2.20 Easements for Sewer and Water. *Developer* shall dedicate all necessary easements to the Charter Township of Ypsilanti for the construction and maintenance of public improvements, to wit: sewer and water.

2.21 Tree Preservation. Every effort shall be made to preserve existing trees on a residential lot during the development of the *Subdivision* and the construction of homes within the lots, and every effort shall be made to design the location of walks, drives, residences and other improvements in a manner which limits the number of trees to be removed. Any tree removal within the *Subdivision* shall adhere to and meet the requirements of the *Township* Woodlands Protection Ordinance.

2.22 Street Trees. *Developer* shall be responsible for installing the required number of street trees for each lot of the *Subdivision* within the street right-of-way pursuant to the *Township* ordinance in effect as of the date of this *Agreement*. In the event site conditions, the location of public or private utilities or other factors on



any particular lot prohibit the installation of a street tree within the street right-of-way, such street tree shall be installed on the lot within ten (10') feet of the street right-of-way line. The *Developer* shall post with the *Township* a deposit in the form of cash, check, escrow agreement, or irrevocable Bank Letter of Credit subject to approval by the *Township* Attorney (collectively "*Security*"), prior to the issuance of building permits for homes in Phase I in the amount of \$19,550 for Phase I (115 lots x \$170 per street tree) and prior to the issuance of permits for homes in Phase II in the amount of \$17,340 for Phase II (102 lots x \$170 per street tree) to insure the installation of such street trees. *Developer* may contractually assign its street tree installation obligation for any particular lot to a third party, provided *Developer* remains directly liable for the installation of street trees on such lot. However, *Developer* may be relieved of its street tree installation obligation for a particular lot and *Developer's Security* shall be reduced pro-rata in the event such third party replaces *Developer's Security* with its own *Security*. Notwithstanding the foregoing, the *Township* shall reduce *Developer's Security*, on a pro-rata basis, for each street tree installed one (1) year after the installation of such

street tree. *Developer* shall be responsible for replacing any street tree on a particular lot which is diseased, dead or dying within one (1) year after such street tree's installation. Following the expiration of such one (1) year period, *Developer* may assign its street tree replacement obligations to the *Association*, in which event *Developer* shall have no further obligation with respect thereto. On or before the date of Final Plat approval, *Developer* shall post with the *Township* an additional cash *Security* equal to \$17 per lot to cover the cost of inspection by the *Township*.

2.23 Developer Installation of Perimeter Sidewalk/Bike

Path. *Developer* shall, at its sole cost and expense, install a sidewalk/bike path along the portion of the *Subdivision* that is adjacent to the entranceway on Tuttle Hill Road comprising approximately 115 lineal feet. The bike paths along Tuttle Hill Road shall be 10' in width and constructed to AASHTO (American Association of State Highway and Transportation Officials) standards. As required by the *Township*, *Developer* shall post *Security* with the *Township* in the amount of \$3,000 by cash, check, escrow agreement, or irrevocable Bank Letter of Credit, subject to approval by the



*Township* Attorney. The *Township* shall release such *Security* within forty-five days after the *Township's* final acceptance of the sidewalk/bike paths.

2.24 Real Estate Taxes. *Developer* shall pay, when due, all taxes and special assessment payments for lots that are not sold.

2.25 Construction Access. The *Owner* and *Developer* shall take all reasonable measures requested by the *Township* to reduce any dust created by trucks traveling to and from the construction site which measures shall include installing brine on the roads when requested by the *Township*, as well as deploying a water truck on site when dust conditions create a nuisance during the site development stage of construction, the expense of which shall be borne exclusively by the *Developer*. The *Developer* furthermore agrees to direct all truck traffic onto paved roads whenever possible.

2.26 Plat Monuments. *Developer* shall furnish to the *Township* a statement from the surveyor that he has caused all of the monuments and lot irons shown on the plat to be located in the ground or furnish the required cash or check payable to the *Township* or an irrevocable Bank Letter of Credit in a form acceptable to the *Township*

Attorney at the time of signing the Final Plat for the placement of monuments and lot irons, in accordance with Section 125 (g) of Public Acts of 1967, Act 288, Land Division Act, and Ordinance #44, Subdivision Regulation Ordinance of the Charter Township of Ypsilanti, prior to the approval of the Final Plat.

2.27 Escrows for Infrastructure Improvements. *Developer*

has posted with the *Township* or other governmental entity cash, check, escrow agreement or irrevocable Bank Letter of Credit in the amount of \$1,998,002.00, which has been determined by the *Township* Engineer, to cover the cost of installation in Phase I of all Washtenaw County Road Commission roads and underground improvements such as, but not limited to, water mains, sanitary sewers, Washtenaw County Drain Commission storm sewers, sidewalks, bike paths, and footpaths, street lights, retention ponds and any other site improvements required by the *Township* for Phase I of the *Subdivision*. *Developer* may satisfy the foregoing escrow requirement in all or in part by cash, check, escrow agreements or irrevocable Bank Letters of Credit for such improvements with other governmental entities (e.g., the Road Commission, Drain Commission,



etc.). *Developer* shall deliver to the *Township* Treasurer's Office copies of all such escrow agreements, irrevocable Bank Letters of Credit with other governmental entities. The amount required to be escrowed may be reduced incrementally as improvements are accepted and approved by the responsible governmental entity.

2.28 *Engineering Plans and Certification.*

(A) *Developer* shall furnish a "project engineer's certificate", indicating that the water, sanitary sewer, storm sewer, and the storm water detention/retention facilities and public roads have been constructed in accordance with the *Township "Engineering Design Specifications for Site Improvements"*, adopted by the *Township* and YCUA.

(B) *Developer* shall furnish "as built" engineering plans (3 copies, microfilmed), reviewed and approved by the *Township's* Engineer, showing all site improvements installed per *Township* specifications. All inspections for water and sewer (sanitary and storm) installations are to be performed by *Township* and YCUA engineering inspectors, with applicable fees. (See Section 2.19).

(C) *Developer* shall furnish a "*project engineer's certificate*", indicating that all soil erosion and sedimentation measures have been complied with, according to local Ordinance #102 and part 91 of Act 451 of the Public Acts of 1994.

2.29 *Underground Utilities.* *Developer* shall install all electric, telephone and other communication systems underground in accordance with the requirements of the applicable utility company.

2.30 *Removal of Construction Debris.* *Developer* shall remove all discarded building materials and rubbish at least once every two weeks during installation and construction of site improvements and the *Subdivision* and within two weeks of completion or abandonment of construction. No burning of discarded construction material shall be allowed.

2.31 *Final Plat on Disk.* *Developer* shall provide a 3.5" computer disk containing the approved Final Plat in its entirety to the *Township* in a format acceptable to the Community & Economic Development Department.



ARTICLE III

MISCELLANEOUS PROVISIONS

3.1 Phased Development of Subdivision. The *Developer* intends to, and shall have the right, to develop the *Subdivision* in phases. It is the intent of the parties that this *Agreement* shall govern the development of all phases within the *Subdivision*, subject only to modification to the extent necessary to establish escrow amounts for the improvements (open space, roads, utilities, etc.) to be constructed by *Developer* within future phases. Accordingly, this *Agreement* shall be amended to establish the amounts to be secured by escrows with the *Township* or other governmental entities as provided in this *Agreement*.

3.2 Pre-Construction Meetings with Builders. The parties acknowledge that the *Developer* intends to develop the *Subdivision* infrastructure, and sell the lots within the *Subdivision* to builders. At such time as *Developer* designates builders within the *Subdivision*, a meeting shall be scheduled with the *Township's*

Community & Economic Development Department to review the policies, procedures and requirements of the *Township* with the builder with respect to construction of homes in the *Subdivision*.

3.3 Recording of Declaration. The *Declaration of Covenants, Conditions and Restrictions* shall, after review and approval by the *Township*, be recorded by *Developer* with respect to the *Subdivision* which shall reflect the obligations imposed on the *Association* pursuant to this *Agreement*.

3.4 Modifications. This *Agreement* may not be modified, replaced, amended or terminated without the prior written consent of the parties to this *Agreement*. Until the rights and responsibilities under this *Agreement* are transferred to the *Association, Owner/Developer* and the *Township* shall be entitled to modify, replace, amend or terminate this *Agreement*, without requiring the consent of any other person or entity whatsoever, regardless of whether such person has any interest in the *Property*, including lot owners, mortgagees, and others. After the rights and obligations under this *Agreement* are transferred to the *Association, the Association, the Township* and the *Owner/Developer* (but only so long as the



*Owner/Developer* owns and offers for sale lots in the *Subdivision*) shall be entitled to modify, replace, amend or terminate this *Agreement*.

3.5 Governing Law. This *Agreement* shall be governed by and construed in accordance with the laws of the State of Michigan.

3.6 Approval by the Parties. This *Agreement* has been approved by the *Owner, Developer* and *Township*, through action of the *Owner*, any *Developer's* Board of Directors and the *Township* Board at duly scheduled meetings, as evidenced by the *Owner's, Developer* and *Township* Board's corporate body resolutions, dated July 13, 1999, and August 17, 1999, respectively.

3.7 Execution in Counterparts. This *Agreement* may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.



ARTICLE IV

THE CHARTER TOWNSHIP OF YPSILANTI HEREBY AGREES:

4.1 Easements. The *Township* shall accept all easements for public utilities.

4.2 Ratifications of Agreement. The *Township* confirms and ratifies its agreements and undertakings as set forth in this *Agreement*.

4.3 Inspections. In consideration of the above undertakings to approve the *Subdivision*, the *Township* shall provide timely and reasonable *Township* inspections as may be required during construction.

4.4 Recordation of Agreement. The *Township* shall record this *Agreement* with the Washtenaw County Register of Deeds.

*IN WITNESS WHEREOF*, the parties have executed this *Agreement* as the year and date set forth above. This *Agreement* is not intended to create contractual rights for third parties. It may be







Peggy M. Haines - Washtenaw Co. AG

STATE OF MICHIGAN )  
 )ss.  
COUNTY OF WASHTENAW )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of August, 1999, by Karen Lovejoy-Roe, Supervisor, and Brenda L. Stumbo, Clerk, of the Charter Township of Ypsilanti, a Michigan Municipal Corporation, on behalf of the corporation.

Sally Jean Stambroek  
Sally J. Stambroek Notary Public  
Washtenaw County, Michigan  
Commission Expires: 8-14-2002

Approved as to form & substance:

Wm. Douglas Winters  
Wm. Douglas Winters (P28965)  
Attorney for Township  
61 N. Huron Street  
Ypsilanti, MI 48197

William T. Myers  
William T. Myers (P18148)  
Attorney for Owner/Developer  
1577 N. Woodward, Ste. 300  
Bloomfield Hills, MI 48304

Drafted By:  
Community & Economic Development  
7200 S. Huron River Drive  
Ypsilanti, MI 48197  
  
Township Attorney's office  
McLain & Winters  
61 North Huron  
Ypsilanti, MI 48197

When Recorded Return To:  
Brenda Stumbo, Clerk  
Ypsilanti Township Civic Center  
7200 S. Huron River Drive  
Ypsilanti, MI 48197



Exhibit A



Nowak & Fraus, PLLC  
Civil Engineers & Land Surveyors



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L-3893 P-656

Peggy M. Haines - Washtenaw Co. AG

LEGAL DESCRIPTION

Part of the N.E. 1/4 of Section 27, T.3S., R.7E., Ypsilanti Township, Washtenaw County, Michigan, being more particularly described as commencing at the E. 1/4 corner of Section 27, T.3S., R.7E.; thence N. 88° 11' 44" W., 564.78 feet along the East-West 1/4 line of Section 27 to the point of beginning; thence continuing along said East-West 1/4 line, N. 88 ° 11' 44" W., 2108.49 feet to the center of Section 27, T.3S., R.7E.; thence N. 01 ° 16' 20" W., 1363.64 feet along the North-South 1/4 line of Section 27; thence in part along the South line of The Pines Subdivision as recorded in Liber 8, Page 1, Washtenaw County Records, S. 87 ° 33' 30" E., 2038.03 feet; thence S. 00 ° 40' 17" E., 33.05 feet; thence S. 87 ° 33' 30" E., 321.01 feet; thence S. 00 ° 40' 17" E., 132.00 feet; thence S. 87 ° 33' 30" E., 120.00 feet; thence S. 00 ° 40' 17" E., 280.00 feet; thence S. 87 ° 33' 30" E., 210.00 feet to a point on the East line of Section 27; thence S. 00 ° 40' 17" E., 115.96 feet along said East line; thence N. 88 ° 11' 44" W., 564.78 feet; thence S. 00 ° 40' 17" E., 772.00 feet to the point of beginning. Containing 3,050,378 square feet or 70.03 acres and subject to any easements or restrictions of record.

K 11-27-100-021

K 11-27-100-003

Job No.: 9093

Dated : 11-21-94

Revised: 5-17-96

Revised 12-30-98

TOTAL SITE



5059550

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Peggy M. Haines - Washtenaw Co. AG

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Exhibit B





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L-3893 P-656

Exhibit C



Peggy M. Haines - Washtenaw Co. AG

August 11, 1997

Att. Robert Kime  
 RDK Homes  
 409 Plymouth Road, Suite 260  
 Plymouth, MI 48170

Subject: Landscape cost estimate for proposed "Whispering Meadows Subdivision" open space plan and entry. The site is located on Tuttle Hill Road in Ypsilanti Township, Michigan.

LANDSCAPE MATERIALS AND INSTALLATION:

a.	52 Acer saccharum 2"-2½" BB @ \$155	\$ 8,060
b.	25 Acer rubrum 2"-2½" BB @ \$144	3,600
c.	69 Acer ginnala 4'-5' BB @ \$65	4,485
d.	23 Acer platanoides 2"-2½" BB @ \$135	3,105
e.	24 Fraxinus lanceolata 'Marshall' 2"-2½" BB @ \$128	3,072
f.	60 Malus floribunda 2"-2½" BB @ \$130	7,800
g.	15 Salix x. elegantissima 2"-2½" BB @ \$92	1,360
h.	42 Euonymus alatus compacta 2'-2½' BB @ \$26	1,092
i.	84 Forsythia intermedia 3'-3½' BB @ \$22	1,848
j.	74 Viburnum pt 'Mariesii' 2½'-3' BB @ \$25	1,850
k.	40 Cornus stolonifera 3'-3½' BB @ \$21	840
l.	53 Cornus s. 'Flaviramea' 3'-3½' BB @ \$21	1,113
m.	64 Viburnum xb. 'Mohawk' 2½'-3' BB @ \$26	1,664
n.	18 Viburnum carlissi 2½'-3' BB @ \$26	468
o.	36 Lonicera fragrantissima 3'-3½' BB @ \$24	864
p.	58 Juniperus s. tamarisafolia 24"-30" BB @ \$23	1,334
q.	110 Pinus nigra 5'-6' BB @ \$145	1,595
r.	73 Pinus nigra 7'-8' BB @ \$165	1,245
s.	6 Pinus nigra 12'-14' BB @ \$225	1,350
	COMPLETE .....	\$71,920

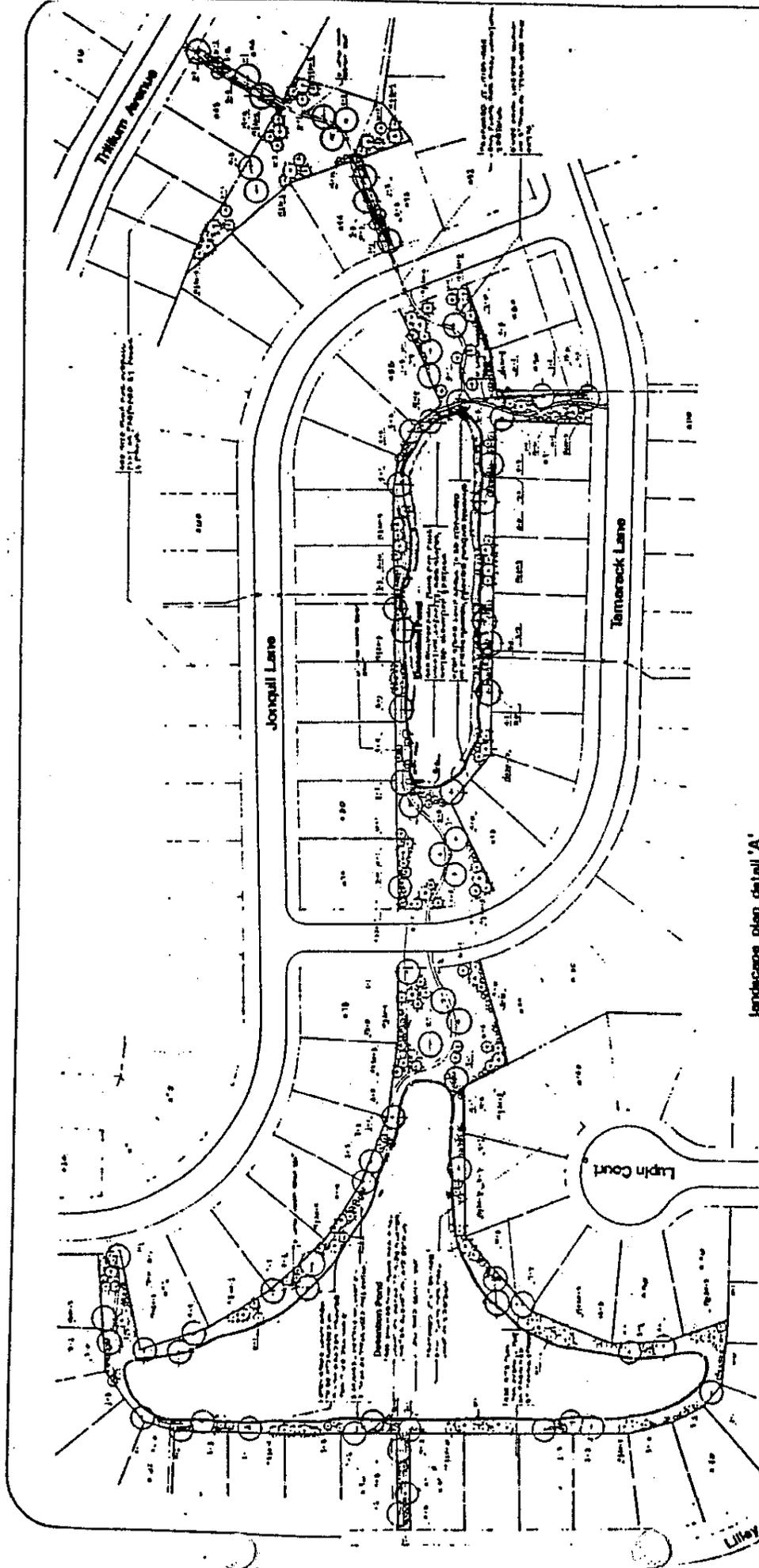
Should you have any questions or comments, please call me.

Sincerely,

Calvin Hall





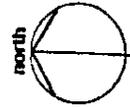


Developer  
**ROK HOMES**  
 2150 W. LANSING AVE.  
 TROY, MI 48068-1000  
 (313) 486-1000

Landscape plan for:

# 66 "Whispering Meadows Subdivision" Ypsilanti Township, Michigan

landscape plan detail 'A'  
 sheet 11 of 12



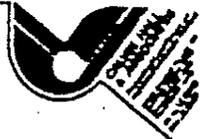
Scale: 1" = 30'

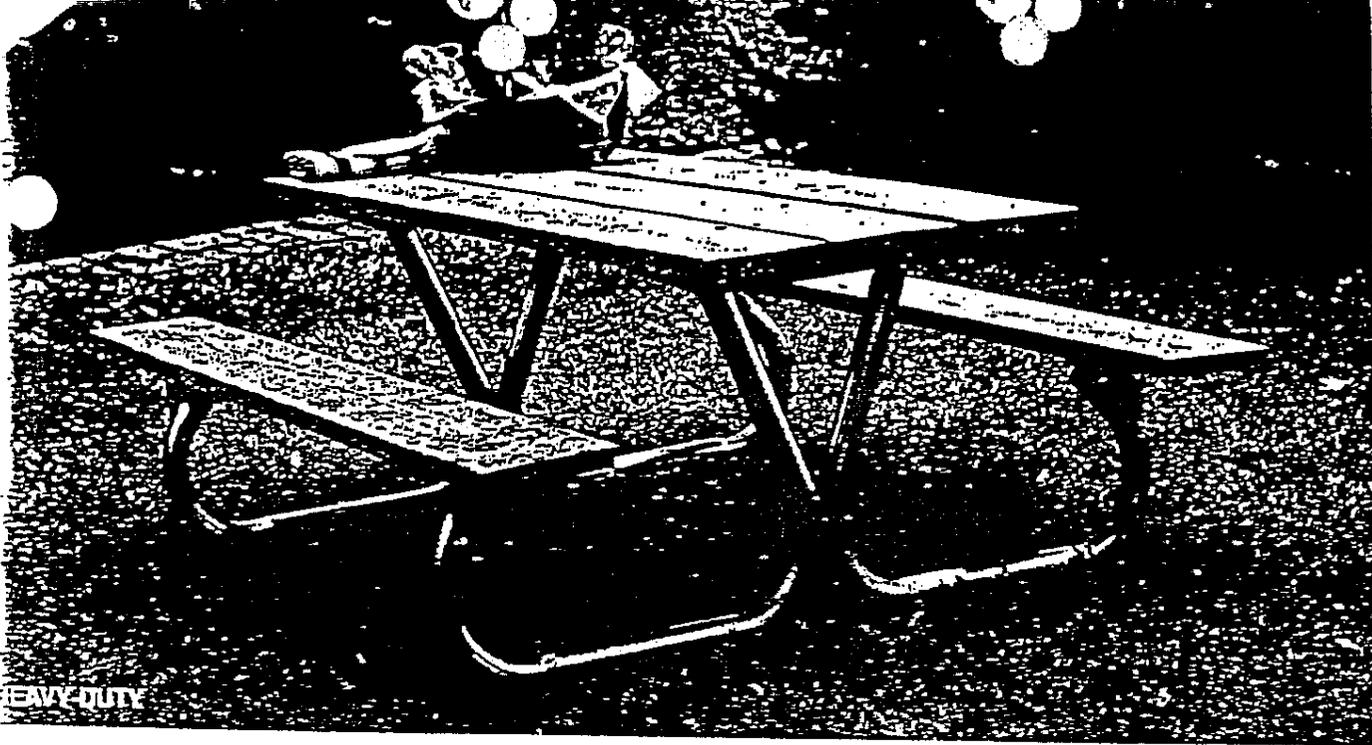


Key reference map

Notes:  
 1. All trees to be planted by the contractor within 60 days of final grading.  
 2. All trees to be planted in accordance with the Michigan Tree Protection Act.  
 3. All trees to be planted in accordance with the Michigan Tree Protection Act.  
 4. All trees to be planted in accordance with the Michigan Tree Protection Act.  
 5. All trees to be planted in accordance with the Michigan Tree Protection Act.

Sheet L-1 of 2





# PICNIC TABLES

## STANDARD PICNIC TABLES (1 5/8" O.D. GALV. STEEL FRAMES)

Model No.	Description	Type of Seat & Top	Ground Space	Weight	Price
65	6' Standard Table	2"x10" aluminum	5'x6' (1.5x1.8m)	136 lbs.	\$445
85	8' Standard Table	2"x10" aluminum	5'x8' (1.5x2.4m)	156 lbs.	\$534
100	Table Frame Only	-	-	65 lbs.	\$121
651 T	6' Standard Table	2"x10" treated wood	5'x6' (1.5x1.8m)	176 lbs.	\$217
851 T	8' Standard Table	2"x10" treated wood	5'x8' (1.5x2.4m)	221 lbs.	\$243

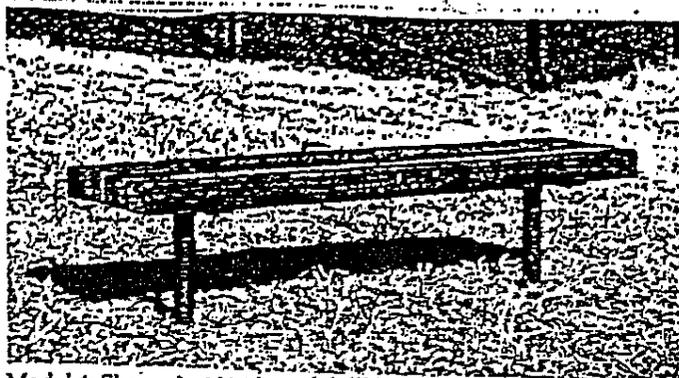
## HEAVY-DUTY PICNIC TABLES (2 3/8" O.D. GALV. STEEL FRAMES)

Model No.	Description	Type of Seat & Top	Ground Space	Weight	Price
200	Table Frame Only	-	-	90 lbs. (41 kg)	\$173
255	6' Heavy-Duty Table	2"x10" aluminum	5'x6' (1.5x1.8m)	160 lbs. (73kg)	\$487
255	8' Heavy-Duty Table	2"x10" aluminum	5'x8' (1.5x1.8m)	180 lbs. (82kg)	\$579
286	15' Heavy-Duty Table	2"x10" aluminum	5'x15' (1.5x4.5m)	287 lbs. (130kg)	\$1,066
2551 T	6' Heavy-Duty Table	2"x10" treated wood	5'x6' (1.5x1.8m)	205 lbs. (93kg)	\$258
2851 T	8' Heavy-Duty Table	2"x10" treated wood	5'x8' (1.5x2.4m)	250 lbs. (113kg)	\$257

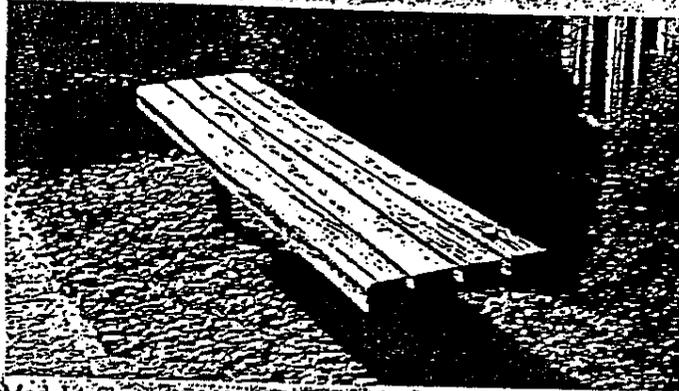
## EXTRA-HEAVY DUTY WELDED-FRAME PICNIC TABLES (2 3/8" O.D. GALV. STEEL FRAMES)

Model No.	Description	Type of Seat & Top	Ground Space	Weight	Price
670	Welded Table Frame Only	-	-	96 lbs. (44kg)	\$191
671 T	6' Pressure Treated Wood Table	Pressure Treated	5'4"x6' (1.5x1.8m)	201 lbs. (91kg)	\$280
672 T	8' Pressure Treated Wood Table	Pressure Treated	5'4"x8' (1.5x2.4m)	236 lbs. (107kg)	\$305
673	6' Anodized Aluminum Table	Anodized Alum.	5'4"x6' (1.5x1.8m)	160 lbs. (73kg)	\$499
674	8' Anodized Aluminum Table	Anodized Alum.	5'4"x8' (1.5x2.4m)	180 lbs. (82kg)	\$575

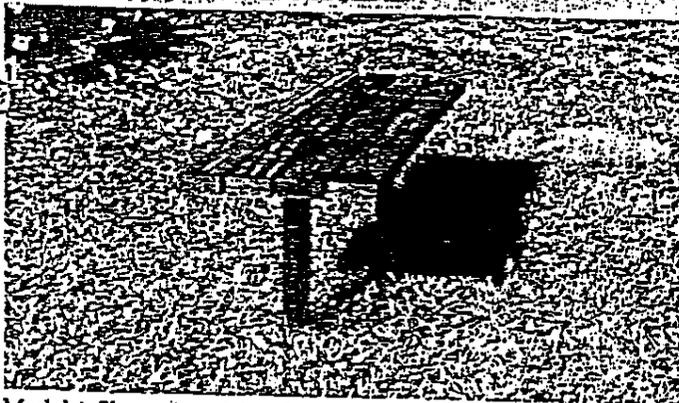
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 Peggy N. Haines - Mastenaw Co. AG



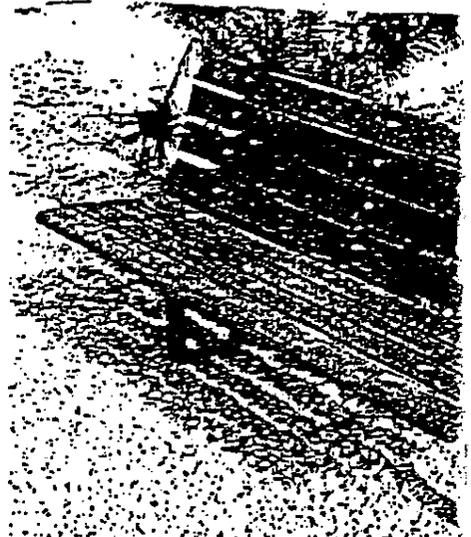
Model 4: Shown in 4 X 4 mahogany



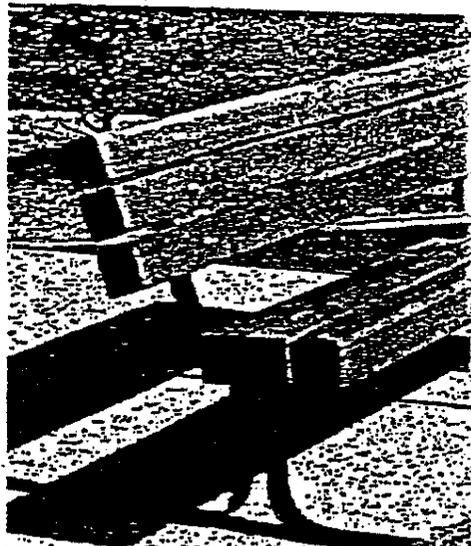
Model 4: Shown in 3 X 4 mahogany



Model 4: Shown in 2 X 4 mahogany. A simple flat bench offered in three wood thicknesses.



Model 8: A gently contoured bench with slight back and seat. The Model 8 includes 8 2 X 4's is extremely comfortable at moderate cost.



Model 24: A truly graceful traditional bench, with optional gull-wing legs, the Model 24 features large radius eased edges on top and front slat. 23: Identical to the Model 24, but substituting 3

(Far right)

Model 19: A square center-post bench shown in 3 X 4 redwood. See price list for other thicknesses and species of wood.

(Left)

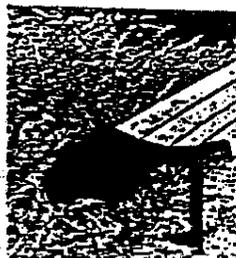
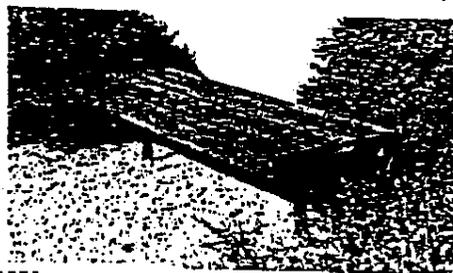
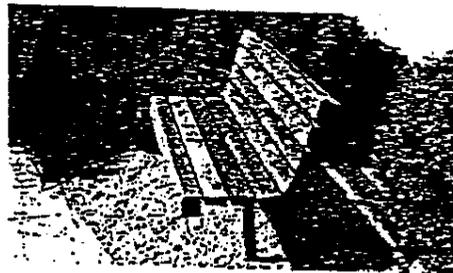
Model 48: A contour bench with 6 interior 2 X 4 members and outside 4 X 4's.

(Bottom, far right)

Model 14: A contoured backless bench, extremely comfortable and very graceful. See price list for other wood options.

(Bottom Left)

Model 46: A flat bench made with 4 2 X 4 interior slats and outside 4 X 4's.



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## EXTRA-HEAVY-DUTY PARK STOVE

Built to give  
years of service!

- ☐ 280 sq. inches of cooking space.
- ☐ Cooking unit rotates 360 degrees.
- ☐ Sides and back are 10 ga. galvanized steel.
- ☐ 7 ga., formed steel bottom.
- ☐ 1/2" diameter steel rod grate.

No. 1520 Permanent\*\* (shown), wt. 74 lbs. (34kg) .....\$122  
 No. 1521 Portable, 22" diameter, 3/16" steel base, wt. 98 lbs. (44kg).....\$189

*NOTE: Hot Plate (see below) must be ordered separately.*

### HOT PLATE\*\*

Makes your Park Stove more versatile!

- ☐ Optional item.
- ☐ 10 ga. hot-rolled steel.
- ☐ Easy to attach.

No. 1525, 6" x 14" (15cm x 36cm), wt. 4 lbs. (2kg) .....\$24

### SUPER STOVE

Maximum cooking capacity for large groups!

- ▲ 10 ga. galvanized steel sides.
- ▲ Heavy, 7 ga. formed steel bottom.
- ▲ 840 sq. inches of cooking space.
- ▲ Adjustable grill with flip-back feature.

No. 1560 Permanent, wt. 201 lbs. (91kg) .....\$367

No. 1561 Portable, wt. 241 lbs. (109kg) .....\$481

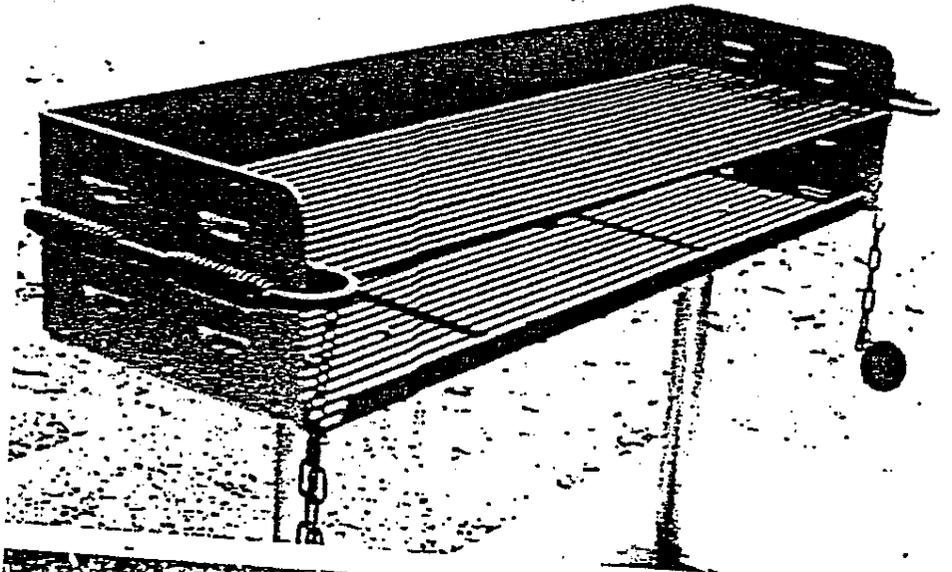
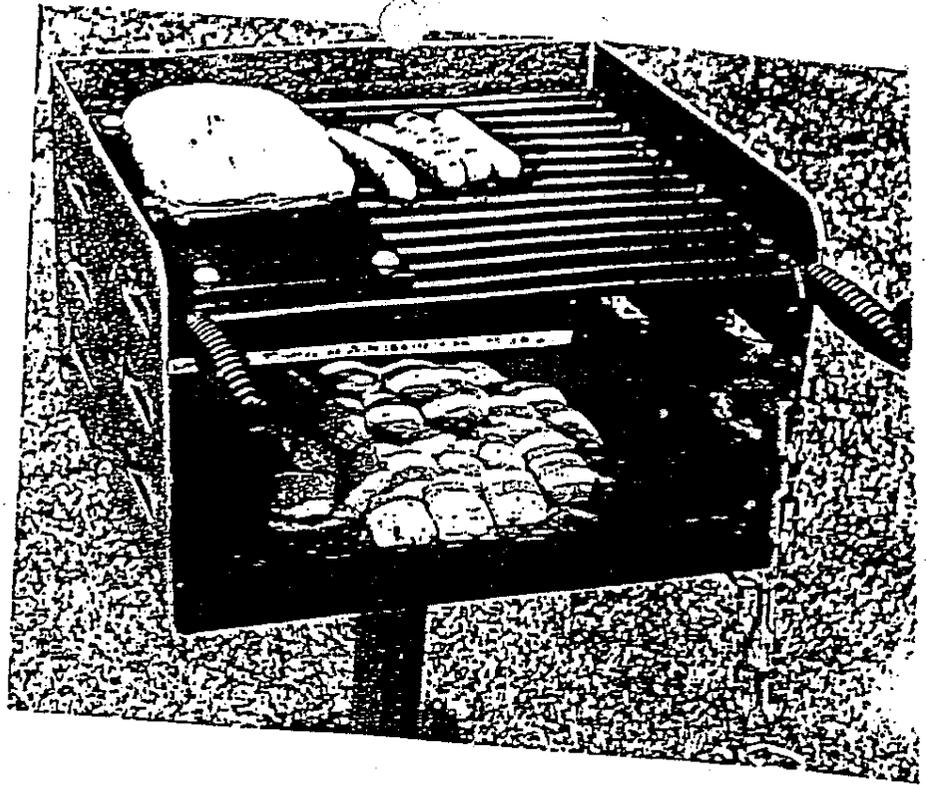
### BUDGET PARK GRILL\*\*

A value for any park!

- ☐ Back and sides of 8" high, 10 ga. hot-rolled steel.
- ☐ 7 ga. hot-rolled steel bottom.
- ☐ Grate of 1/2" hot rolled steel rod.
- ☐ Heat dissipating handles.
- ☐ 2 3/8" O.D. upright post.
- ☐ 280 sq. inch cooking area.
- ☐ Cooking unit rotates 360 degrees.

No. 9906 wt. 65 lbs. (29kg) .....\$114

\*\*These items can be shipped via UPS



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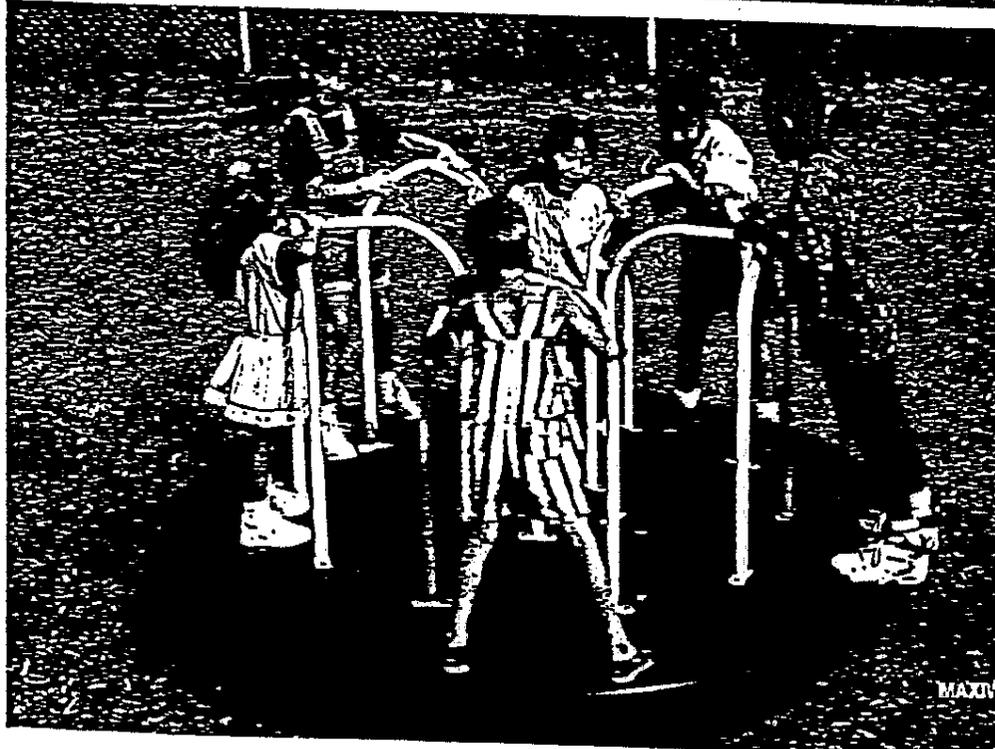
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SUPER



MAXW



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## SPIRAL SLIDES

The toughest in the business!

- Rugged, built-to-last construction.
- Deep, wide slide beds for fun and safety.
- Slide beds available in stainless steel or polyethylene.

### No. 5850 Stainless Steel

7' (2.13m) high top step, 1 full spiral turn, ground space 6' x 12' (1.8m x 3.6m) wt. 832 lbs. (377kg) .....\$4,724  
 Minimum Use Zone: 12' x 26' (3.6m x 7.8m)

### No. 5850P\* Polyethylene

7' (2.13m) high top step, 1 full spiral turn, ground space 6' x 11' (1.83m x 3.35), wt. 682 lbs. (309kg) .....\$2,975

Specify polyethylene slide color:  
 13-Yellow, 12-White, 11-Tan.

## STAINLESS STEEL SLIDES

Designed for years of hard use!

No. 5504 4' high x 8' long (1.2m x 2.4m), ground space 3' x 9' (.9m x 2.7m), wt. 187 lbs. (84kg) .....\$992  
 Minimum Use Zone: 15' x 21' (4.5m x 6.3m)

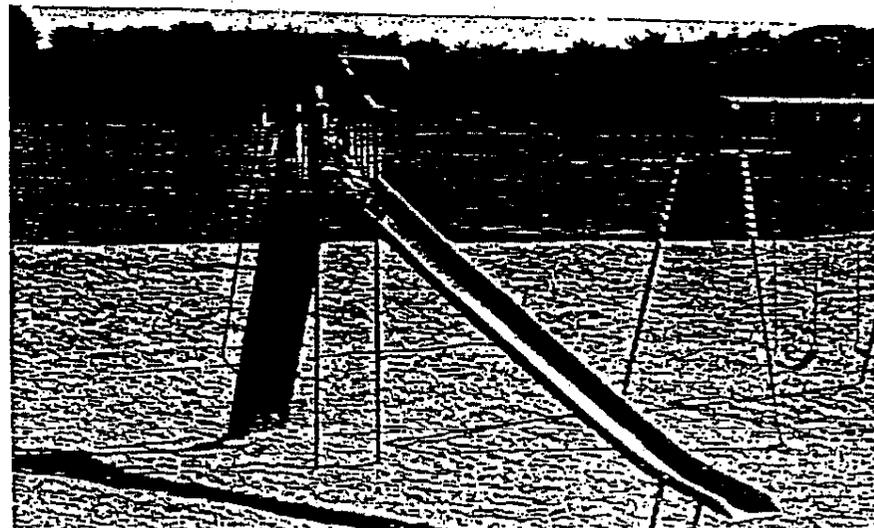
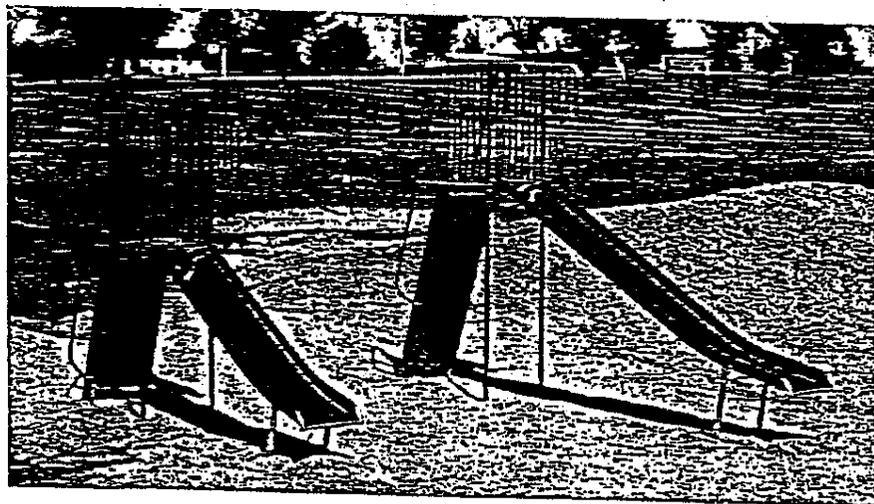
No. 5506 6' high x 12' long (1.8m x 3.6m), ground space 3' x 13' (.9m x 3.9m), wt. 245 lbs. (111kg) .....\$1,163  
 Minimum Use Zone: 15' x 27' (4.5m x 8.1m)

No. 5508 8' high x 16' long (2.4m x 4.8m), ground space 3' x 18' (.9m x 5.7m), wt. 290 lbs. (132kg).....\$1,274

No. 5508W Wave Slide (Not Shown)  
 8' high x 16' long (2.4mx 4.8m), ground space 3' x 18' (.91m x 5.4m), wt. 290 lbs. (132kg).....\$1485  
 Minimum Use Zone: 15' x 34' (4.5m x 10m)

NOTE: Handrails are available in any of our 13 4-EVER COAT™ Colors. Stairs and Stainless Steel Slide Beds cannot be colored.

\*Specify Color- see pages 6 & 7 for color selection



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Freestanding Equipment

**COLORED STRIPES**

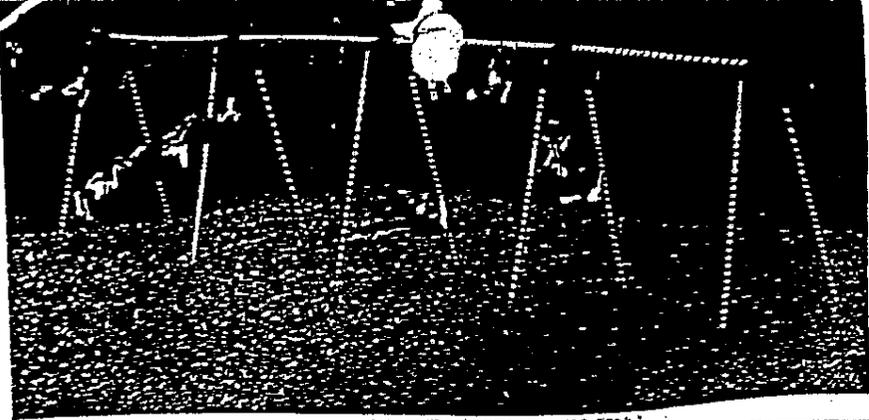
- Choose any two 4-EVER COAT™ colors to create your own stripe combination.
- Available with standard and heavy duty frame in two and three leg configurations.

**STANDARD SWINGS**

- ▲ Includes hangers, chains, S-hooks and seats.
- ▲ Legs are 1 7/8" with 2 3/8" O.D. galvanized top rail.
- ▲ End and center fittings welded for added strength.
- ▲ In galvanized steel only.

**HEAVY-DUTY SWING**

- Legs are extra-heavy 2 3/8" diameter.
- Top rail is 2 3/8", or beefier 3 1/2" O.D.
- 2 7/8" O.D. fittings.
- Standard slash-proof belt seats.
- Heavy-duty hangers and welded link chain.
- Top rail spacing meets CPSC Guidelines.
- All 4-EVER COAT' colors are available.



**TWO LEG END HEAVY-DUTY SWING**

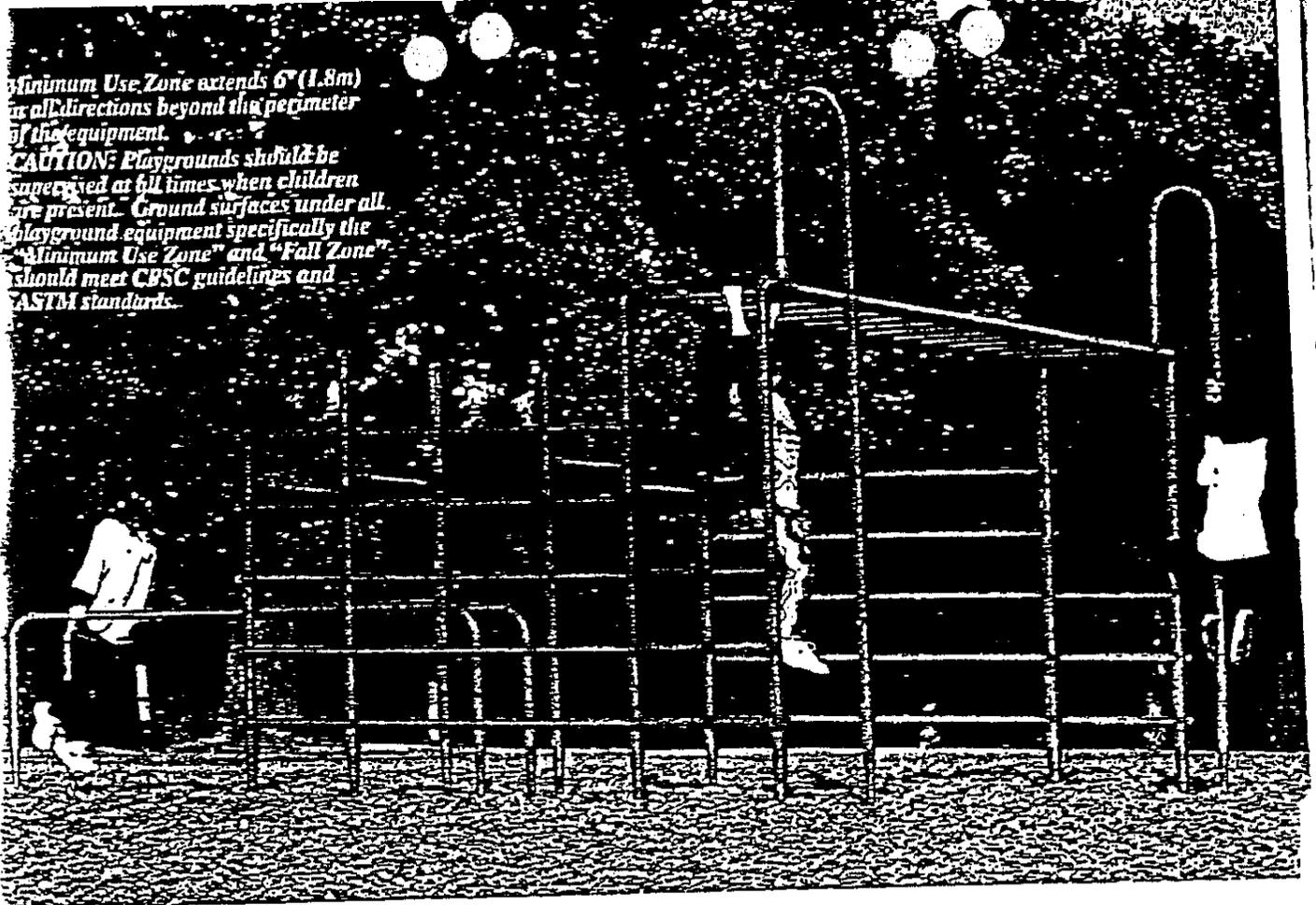
Colored No.	Price	Galv. No.	Price	Stripes No.	Price	Config-uration	Toprail Height & O.D.	Minimum Use Zone	Weight
171	\$552	181	\$467	181H	\$641	/U/	8' (2.4m) 2 3/8" O.D.	32'x25' (9.7x7.6m)	206 lbs. (93kg)
172	\$906	182	\$772	182H	\$1,047	/UUU/	8' (2.4m) 2 3/8" O.D.	32'x37' (9.7x11.2m)	331 lbs. (150kg)
173	\$1,274	183	\$1,065	183H	\$1,493	/UUUUU/	8' (2.4m) 2 3/8" O.D.	32'x48' (9.7x14.6m)	428 lbs. (194kg)
174	\$1,642	184	\$1,360	184H	\$1,936	/UUUUUU/	8' (2.4m) 2 3/8" O.D.	32'x60' (9.7x18.2m)	525 lbs. (238kg)
1091	\$653	1101	\$568	1101H	\$743	/U/	10' (3m) 2 3/8" O.D.	40'x25' (12.1 x7.9m)	224 lbs. (102kg)
1092	\$971	1102	\$829	1102H	\$1,120	/UUU/	10' (3m) 2 3/8" O.D.	40'x37' (12.2x11.3m)	359 lbs. (163kg)
1093	\$1,376	1103	\$1,139	1103H	\$1,524	/UUUUU/	10' (3m) 2 3/8" O.D.	40'x48' (12.2x15m)	494 lbs. (224kg)
1094	\$1,773	1104	\$1,502	1104H	\$2,056	/UUUUUU/	10' (3m) 2 3/8" O.D.	40'x60' (12.2x18.2m)	629 lbs. (285kg)
271	\$642	281	\$521	281H	\$768	/U/	8' (2.4m) 3 1/2" O.D.	32'x25' (9.7x7.6m)	246 lbs. (112kg)
272	\$1,014	282	\$857	282H	\$1,179	/UUU/	8' (2.4m) 3 1/2" O.D.	32'x37' (9.7x11.2m)	415 lbs. (188kg)
273	\$1,385	283	\$1,179	283H	\$1,600	/UUUUU/	8' (2.4m) 3 1/2" O.D.	32'x48' (9.7x14.6m)	587 lbs. (266kg)
274	\$1,655	284	\$1,413	284H	\$1,908	/UUUUUU/	8' (2.4m) 3 1/2" O.D.	32'x60' (9.7x18.2m)	753 lbs. (342kg)
2091	\$708	2101	\$622	2101H	\$798	/U/	10' (3m) 3 1/2" O.D.	40'x25' (12.2x7.9m)	266 lbs. (121kg)
2092	\$1,034	2102	\$874	2102H	\$1,201	/UUU/	10' (3m) 3 1/2" O.D.	40'x37' (12.2x11.3m)	443 lbs. (201kg)
2093	\$1,414	2103	\$1,181	2103H	\$1,656	/UUUUU/	10' (3m) 3 1/2" O.D.	40'x49' (12.2x14.9m)	625 lbs. (283kg)
2094	\$1,824	2104	\$1,513	2104H	\$2,147	/UUUUUU/	10' (3m) 3 1/2" O.D.	40'x60' (12.2x18.2m)	797 lbs. (362kg)



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Minimum Use Zone extends 6' (1.8m) in all directions beyond the perimeter of the equipment.

**CAUTION:** Playgrounds should be supervised at all times when children are present. Ground surfaces under all playground equipment specifically the "Minimum Use Zone" and "Fall Zone" should meet CBSC guidelines and ASTM standards.



## PHYSICAL ACTIVITY CENTER

The all-in-one body builder!

- ▲ 84" (213cm) high x 15' (4.5m) long horizontal ladder.
- ▲ 10' (3.05m) parallel bar.
- ▲ 2 climbing poles.
- ▲ 2 fence climbers.
- ▲ 4 adjustable height chinning bars.

No. 1619 Galvanized, ground space 15' x 19' (4.8m x 5.7m), wt. 760 lbs. (345kg).....\$1,363

No. 1619C\*Colored.....\$1,568  
Minimum Use Zone: 27' x 31'

## JUNIOR PHYSICAL ACTIVITY CENTER

A great body builder!

- ☐ 81" (206cm) high x 10'6" (3.20m) long horizontal ladder.
- ☐ 2 9'6" (2.9m) climbing poles.
- ☐ 2 fence climbers.
- ☐ 3 adjustable height chinning bars.

No. 1620 Galvanized, ground space 11' 1" x 11' 1" (3.0m x 3.5m), wt. 516 lbs. (243kg).....\$1,095

No. 1620C\*Colored.....\$1,279  
Minimum Use Zone: 23' 1" x 23' 1"

\*Specify color. See pages 6 & 7 for color selection.



PHOTO: Dept. of Personnel, Health, Safety, and Environment, State of Michigan

**AMENDMENT #1 TO THE  
PLANNED DEVELOPMENT  
AGREEMENT FOR  
WHISPERING MEADOWS  
SUBDIVISION**



2/2

**AMENDMENT #1 TO THE  
PLANNED DEVELOPMENT AGREEMENT  
WHISPERING MEADOWS SUBDIVISION**

This Amendment #1 to the Planned Development Agreement ("*Agreement*") for Whispering Meadows Subdivision ("*Subdivision*") is entered into as of the 30 day of January, 2001, by and between Robert D. Kime Inc. d/b/a *RDK Homes*, a Michigan corporation, whose address is 41750 Michigan Avenue, Canton, MI 48188 ("*Owner*"), Robert D. Kime Inc., a Michigan corporation doing business as *RDK Homes*, whose address is 41750 Michigan Avenue, Canton, MI 48188 ("*Developer*") and the Charter Township of Ypsilanti, a Michigan Municipal Corporation, whose address is 7200 South Huron River Drive, Ypsilanti, Michigan 48197-7099 ("*Township*").

**RECITALS**

A. Whereas, on August 17, 1999, the *Owner*, *Developer* and the *Township* entered into an *Agreement* wherein the *Developer* agreed, *inter alia*, to pave at its sole cost and expense a portion of Tuttle Hill Road, including the installation of bike paths and/or lanes in the County right-of-way, as recommended by the *Washtenaw County Road Commission* ("*WCRC*"); and

B. Whereas, the paving of the portion of Tuttle Hill Road, as described in said *Agreement*, was to be in accordance with the standards of the *WCRC* and furthermore was to have been completed on or before September 1, 2000; and

C. Whereas, the *Owner* and *Developer* have proceeded with due diligence and in good faith in their efforts to obtain the necessary administrative approvals for the "*Road and Drainage Plans for Tuttle Hill Road*" prepared by the engineering firm of *Nowak & Fraus, PLLC*; and

D. *Whereas, the Road and Drainage Plans prepared by Nowak & Fraus, PLLC have not been approved by the necessary County reviewing agencies due in part to a number of engineering challenges presented by the current layout and design of Tuttle Hill Road, the topography and the current size and configuration of the drainage districts which would be affected thereby; and*

E. *Whereas, the Owner and Developer remain willing and ready to pave the portion of Tuttle Hill Road attributable to the Whispering Meadows Subdivision in accordance with the terms and conditions of said Agreement, once the Road and Drainage Plans have been approved by the WCRC and Washtenaw County Drain Commission. (See attached legal description).*

*NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties described in both the Agreement and Amendment #1 herein, the previously signed and executed Agreement, dated August 18, 1999, is hereby amended as follows:*

## ARTICLE II

### PROVISIONS REGARDING DEVELOPMENT OF THE SUBDIVISION

The parties, by and through their respective counsel, whose signatures are affixed hereto, hereby agree to amend ¶2.17 entitled Tuttle Hill Road Paving of the previously signed *Agreement* as follows:

#### 2.17 Tuttle Hill Road Paving.

*Developer shall, at its sole cost and expense, pave a portion of Tuttle Hill Road, which includes the installation of bikepaths and/or lanes in the county right-of-way as recommended by WCRC, which is described as follows:*

*Commencing from the existing pavement north of the entrance to the subdivision, continuing south along the center line to the one-quarter (1/4) section line of Section 27.*

The paving of Tuttle Hill Road as described herein shall be in accordance with the standards of the Washtenaw County Road Commission and shall be completed on or before *September 1, 2001.*

Prior to the issuance of building permits, *Developer* shall post with the *Township* cash, check, escrow agreement or irrevocable Bank Letter of Credit in the amount of \$214,830 which has been determined by the Township Engineer to cover the cost of paving Tuttle Hill Road as defined/described herein.

*Developer* shall provide the *Township* with a copy of the "*Road Improvement Agreement*" entered into with the Washtenaw County Road Commission to pave Tuttle Hill Road as described herein.

The *Developer* and the *Township* acknowledge, represent and agree that the *Developer's* obligations under Section 2.17 are an integral part of the *Township's* approval of the subdivision and furthermore acknowledge the *Township's* actions were conditioned in material part upon the representation of *Developer* that such road improvements would be made as described herein and that without said road improvements, neither the rezoning or the final preliminary plat (Stage II Site Plan) would have been approved.

The *Developer* and the *Township* further acknowledge, represent and agree that the approval of this *Development Agreement* is contingent upon the *Developer* obtaining a *Consent Declaratory Judgment* in the Washtenaw County Circuit Court on or before the commencement of any said road improvement to Tuttle Hill Road declaring that the "*Road Improvement Agreement*" is a proper and lawful contract pursuant to MCL 247.651(e) and that said improvement to Tuttle Hill Road shall be at *Developer's* expense and without cost to the *Township*, otherwise, this *Development Agreement* shall be null and void.

Once the *Road Improvement Agreement* has been signed and the *Consent Declaratory Judgment* entered into between the necessary parties, including the *WCRC*, the aforementioned cash, check, escrow agreement or irrevocable Bank Letter of Credit shall be assigned by the *Developer* and transferred to the *WCRC* along with any additional security required by the *WCRC* to ensure the paving of said road.

Upon the assignment, transfer and acceptance of the cash, check, escrow agreement or irrevocable Bank Letter of Credit, the *Developer* shall be released from maintaining this security escrow for the paving of Tuttle Hill Road with the *Township*.

Except as expressly modified herein, the terms and conditions of the original *Planned Development Agreement - Whispering Meadows Subdivision* entered into between the parties on August 18, 1999, shall remain in full force and effect.



STATE OF MICHIGAN )  
)ss.  
COUNTY OF ~~WASHTENAW~~ )  
WAYNE )

The foregoing instrument was acknowledged before me this 30 day of January, 2001, by Robert D. Kime, President of Robert D. Kime Inc., a Michigan corporation, on behalf of the corporation.

JOYCE ELAINE JONES  
Notary Public, Wayne County, MI.  
My Commission Expires 3/9/2002

Joyce Elaine Jones  
Notary Public  
Wayne County, MI  
Commission Expires: 3/9/02

*Township*  
Charter Township of Ypsilanti,  
a Michigan Municipal corporation

Nancy H. Wrybkonski  
NANCY H. WRYBKONSKI

By: Karen Lovejoy Roe 1-30-01  
Karen Lovejoy Roe  
Its: Supervisor

Sally J. Van Slambrouck  
SALLY J. VAN SLAMBROUCK

By: Brenda L. Stumbo  
Brenda L. Stumbo 1-30-01  
Its: Clerk

STATE OF MICHIGAN )  
)ss.  
COUNTY OF WASHTENAW )

The foregoing instrument was acknowledged before me this 30 day of January, 2001, by Karen Lovejoy Roe, Supervisor and Brenda L. Stumbo, Clerk, of the Charter Township of Ypsilanti, a Michigan Municipal Corporation, on behalf of the corporation.

MARIA THOMAS  
Notary Public, Washtenaw County Michigan  
My Commission Expires April 5, 2003

Maria Thomas  
Notary Public  
Washtenaw County, Michigan  
My Commission Expires: 2003



Approved as to substance:

Wm. Douglas Winters

Wm. Douglas Winters (P28965)  
Attorney at Law  
61 North Huron Street  
Ypsilanti, MI 48197

**DRAFTED BY:**

Wm. Douglas Winters (P28965)  
Attorney at Law  
61 North Huron St.  
Ypsilanti, MI 48197

**When Recorded Return To:**

Brenda L. Stumbo, Clerk  
Ypsilanti Township Civic Center  
7200 S. Huron River Drive  
Ypsilanti, MI 48197





LEGAL DESCRIPTION

Part of the N.E. 1/4 of Section 27, T.3S., R.7E., Ypsilanti Township, Washtenaw County, Michigan, being more particularly described as commencing at the E. 1/4 corner of Section 27, T.3S., R.7E.; thence N. 88° 11' 44" W., 564.78 feet along the East-West 1/4 line of Section 27 to the point of beginning; thence continuing along said East-West 1/4 line, N. 88° 11' 44" W., 2108.49 feet to the center of Section 27, T.3S., R.7E.; thence N. 01° 16' 20" W., 1363.64 feet along the North-South 1/4 line of Section 27; thence in part along the South line of The Pines Subdivision as recorded in Liber 8, Page 1, Washtenaw County Records, S. 87° 33' 30" E., 2038.03 feet; thence S. 00° 40' 17" E., 33.05 feet; thence S. 87° 33' 30" E., 321.01 feet; thence S. 00° 40' 17" E., 132.00 feet; thence S. 87° 33' 30" E., 120.00 feet; thence S. 00° 40' 17" E., 280.00 feet; thence S. 87° 33' 30" E., 210.00 feet to a point on the East line of Section 27; thence S. 00° 40' 17" E., 115.96 feet along said East line; thence N. 88° 11' 44" W., 564.78 feet; thence S. 00° 40' 17" E., 772.00 feet to the point of beginning. Containing 3,050,378 square feet or 70.03 acres and subject to any easements or restrictions of record.

- K 11-27-100-021
- K 11-27-100-003

**AMENDMENT #2 TO THE  
PLANNED DEVELOPMENT  
AGREEMENT FOR  
WHISPERING MEADOWS  
SUBDIVISION**

**AMENDMENT #2 TO THE  
PLANNED DEVELOPMENT AGREEMENT  
WHISPERING MEADOWS SUBDIVISION**

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**Exhibits**

**Exhibit A – Legal Description**

**Exhibit B – Revised Final Preliminary Plat**

**AMENDMENT #2 TO THE  
PLANNED DEVELOPMENT AGREEMENT  
WHISPERING MEADOWS SUBDIVISION**

This Amendment #2 to the Planned Development Agreement ("**Agreement**") for Whispering Meadows Subdivision ("**Subdivision**") is entered into as of the 6<sup>th</sup> day of May, 2003, by and between Robert D. Kime Inc. d/b/a **RDK Homes**, a Michigan corporation, whose address is 41750 Michigan Avenue, Canton, MI 48188 ("**Owner**"), Robert D. Kime Inc., a Michigan corporation doing business as **RDK Homes**, whose address is 41750 Michigan Avenue, Canton, MI 48188 ("**Developer**") and the Charter Township of Ypsilanti, a Michigan Municipal Corporation, whose address is 7200 South Huron River Drive, Ypsilanti, Michigan 48197-7099 ("**Township**").

**RECITALS**

A. Whereas, on August 17, 1999, the **Owner**, **Developer** and the **Township** entered into an **Agreement** with the **Township** to develop certain real property consisting of approximately 69.77 acres located on the west side of Tuttle Hill Road, south of Textile Road, as a residential planned development district consisting of a "**single family subdivision with 217 lots**" to be known as **Whispering Meadows Subdivision (Subdivision)** which **Developer** intends to develop in phases, said **Agreement** being recorded with the Washtenaw County Register of Deeds in Liber 3893, Page 656; and

B. Whereas, Article III, paragraph 3.1, entitled "**Phased Development of Subdivision**" states, *inter alia*, that "**It is the intent of the parties that this Agreement shall govern the development of all phases within the Subdivision, subject only to modification to the extent necessary to establish escrow amounts for the improvements (open space, roads, utilities, etc.) to be constructed by Developer within future phases**" which "...**Agreement shall be amended to establish the amounts to be secured by escrows with the Township or other governmental entities as provided in this Agreement;**" and

C. Whereas, on January 30, 2001, the **Owner, Developer** and the **Township** entered into **Amendment #1 to the Planned Development Agreement Whispering Meadows Subdivision** wherein the **Owner** and **Developer** reiterated their commitment to pave the portion of Tuttle Hill Road attributable to the **Whispering Meadows Subdivision** in accordance with the terms and conditions of the August 17, 1999 **Agreement** once the **Road and Drainage Plans** have been approved by the **Washtenaw County Road Commission (WCRC)** and the **Washtenaw County Drain Commissioner (WCDC)**, said **Amendment #1 to the Planned Development Agreement**, being recorded with the Washtenaw County Register of Deeds in Liber 3996, page 438; and

D. Whereas, on July 22, 1998 and August 18, 1998, respectively, the **Township Board** reviewed and approved **Developer's Final Preliminary Plat (Stage II Site Plan)** for the **Subdivision** which included **Phase II** comprised of 29.8 acres, which real property is described on **Exhibit A** attached hereto and part hereof, consisting of Lots 116 through 217, inclusive; and

E. Whereas, the **Owner** and **Developer** desire to develop **Whispering Meadows Subdivision (Phase II)** in accordance with the terms and conditions of the August 17, 1999 **Planned Development Agreement** and the January 30, 2001 **Amendment #1 to the Planned Development Agreement**, which are recorded with the Washtenaw County Register of Deeds as previously noted and incorporated by reference.

*Now Therefore*, in consideration of the premises and the mutual covenants of the parties described in both the August 17, 1999 *Agreement* and the January 30, 2001 *Amendment #1*, the parties hereto agree as follows:

## ARTICLE I

### GENERAL TERMS

**1.1 Recitals Part of Agreement.** *Owner, Developer* and the *Township* acknowledge and represent that the foregoing recitals are true and accurate and binding on the respective parties.

**1.2 Approval of Final Preliminary Plat for Whispering Meadows Subdivision (Phase II).** The *Final Preliminary Plat (Stage II Site Plan)* for *Whispering Meadows Subdivision (Phase II)* consisting of Lots 116 through 217, inclusive, is attached hereto as *Exhibit B* and made a part hereof, has been approved in accordance with the authority granted to and vested in the *Township* pursuant to Act. No. 184, Public Acts of 1943, as amended, the Township Rural Zoning Act, Act No. 285, Public Acts of 1931, as amended, and Act No. 168, Public Acts of 1945, as amended, relating to municipal planning; in accordance with Ordinance No. 74, the Zoning Ordinance of Ypsilanti Township, enacted 1994, as amended; and in compliance with Act No. 288, Public Acts of 1967, as amended, the Land Division Act, and Ordinance No. 44, Subdivision Regulations Ordinance of Ypsilanti Township.

**1.3 Conditions of Final Preliminary Plat Approval.** *Owner, Developer* and the *Township* acknowledge that the approved *Final Preliminary Plat* for *Whispering Meadows Subdivision (Phase II)* incorporates the approval conditions and requirements of the August 17, 1999 *Planned Development*

**Agreement and the January 30, 2001 Amendment #1 to the Planned Development Agreement entered into between the Owner, Developer and the Township.**

**1.4 Agreement Running with the Land.** The terms, provisions and conditions of this Agreement shall be deemed to be of benefit to the **Property** described on **Exhibit A** and shall be incorporated by the appropriate executed instruments into the title of said **Property** and shall be deemed a restrictive covenant which shall run with the land and shall not be modified unless otherwise agreed to in writing by the **Township**, the **Developer** and/or **Owners** of the **Property** and/or their successors, heirs and assigns.

## **ARTICLE II**

### **PROVISIONS REGARDING DEVELOPMENT OF THE SUBDIVISION (PHASE II)**

**2.1 Tuttle Hill Road Paving.** **Owner** and **Developer** have agreed to contribute \$214,830 towards the paving of a portion of Tuttle Hill Road, which includes the installation of bike paths and/or lanes in the county right-of-way as recommended by the **WCRC** which is described as follows:

***Commencing from the existing pavement north of the entrance to the Subdivision, continuing south along the centerline to the one quarter (1/4) section line of Section 27.***

At the time of execution of **Amendment #2 to the Planned Development Agreement**, the **Owner** and **Developer** shall remit to the **Township** the sum of \$65,000 for the paving of a portion of Tuttle Hill Road as described herein. **Developer** has posted security with the **Township** in the amount of \$149,830 for the balance of the **Owner**

and *Developer's* Tuttle Hill Road improvement obligation, which security shall be in the form of cash, escrow agreement, and/or irrevocable Letter of Credit, subject to approval by the Township attorney.

It is agreed by the *Owner* and *Developer* and the *Township* that said escrowed funds posted as security shall be released to the *Township* within 28 days after the *Township* notifies *Developer* that it has executed and/or approved a *Road Improvement Agreement* with the *Washtenaw County Road Commission* for the paving of a portion of Tuttle Hill Road located between Textile and Martz Roads (including the portion described herein) or upon completion of *Whispering Meadows Subdivision (Phase II)*, whichever occurs first.

Upon the assignment, transfer and acceptance of the escrow funds posted as security (along with the previous \$65,000 remitted to the *Township* upon execution of *Amendment #2 to the Planned Development Agreement*), the *Owner* and *Developer* shall be released from any further obligations with regard to the improvement of Tuttle Hill Road and specifically shall not be responsible for any sum in excess of the \$214,830 in the event that the cost of paving a portion of Tuttle Hill Road as defined herein pursuant to the *Road Improvement Agreement* with the *WCRC* exceeds said amount.

The *Owner*, *Developer* and *Township* acknowledge, represent and agree that the *Developer's* obligations under Section 2.1 of *Amendment #2 to the Planned Development Agreement* are an integral part of the *Township's* approval of *Whispering Meadows Subdivision (Phase II)* and furthermore acknowledge the *Township's* actions were conditioned in material part upon the representation of *Developer* that such road improvements would be made as described herein, and that without said road improvements, neither the rezoning nor the *Final Preliminary Plat (Stage II Site Plan)* would have been approved.

**2.2 Plat Monuments.** *Developer* shall furnish to the *Township* an irrevocable Bank Letter of Credit in the amount of **\$2,500** and in a form acceptable to the *Township* attorney at the time of signing the *Final Preliminary Plat* for *Whispering Meadows Subdivision (Phase II)* for the placement of monuments and lot irons, in accordance with §125(g) of the Public Acts of 1967, Act No. 288, as amended, the Land Division Act, and Ordinance No. 44 Subdivision Regulations Ordinance of the Charter Township of Ypsilanti, prior to the approval of the *Final Preliminary Plat* for *Whispering Meadows Subdivision (Phase II)*.

**2.3 Escrows for Infrastructure Improvements.** *Developer* shall furnish to the *Township* or other governmental entity cash, escrow agreement or check payable to the *Township* in the amount of **\$332,644**, which has been determined by the *Township* Engineer to cover the cost of installation in *Subdivision (Phase II)* of all Washtenaw County Road Commission roads and underground improvements, such as, but not limited to, water mains, sanitary sewers, Washtenaw County Drain Commission storm sewers, sidewalks, bike paths, footpaths, street lights, retention ponds and any other site improvements required by the *Township* for *Subdivision (Phase II)*. *Developer* may satisfy the foregoing escrow requirement in all or in part by escrow agreements for such improvements with other governmental entities (e.g., the Road Commission, Drain Commission, etc.). *Developer* shall deliver to the *Township* Treasurer's Office copies of all such escrow agreements with other governmental entities. The parties acknowledge that, as of the date of this *Agreement*, *Developer* has already posted with other governmental entities (i.e. *WCDC*, *WCRC*) the sum of **\$375,556**.

**2.4 Street Trees.** *Developer* shall be responsible for installing the required number of street trees for each lot of *Whispering Meadows Subdivision (Phase II)* within the street right-of-way pursuant to the *Township* ordinance in effect as of the date of this *Amendment #2*. In the event site conditions, the location of public or private utilities or other factor on any particular lot prohibit the installation of a street tree within the street right-of-way, such street tree shall be installed on the lots within ten (10) feet of the right-

of-way line. The **Developer** shall post with the **Township** a deposit in the form of cash, check, escrow agreement, or irrevocable Bank Letter of Credit subject to approval by the **Township** Attorney (collectively "**Security**"), prior to the issuance of building permits for homes in Phase II in the amount of \$18,020 for Phase II (106 trees, 102 lots including 4 corner lots requiring 2 trees each x \$170 per street tree) to insure the installation of such street trees. **Developer** may contractually assign its street tree installation obligation for any particular lot to a third party, provided **Developer** remains directly liable for the installation of street trees on such lot. However, **Developer** may be relieved of its street tree installation obligation for a particular lot and **Developer's Security** shall be reduced pro-rata in the event such third party replaces **Developer's Security** with its own **Security**. Notwithstanding the foregoing, the **Township** shall reduce **Developer's Security**, on a pro-rata basis, for each street tree installed one (1) year after the installation of such street tree. **Developer** shall be responsible for replacing any street tree on a particular lot which is diseased, dead or dying within one (1) year after such street tree's installation. Following the expiration of such one (1) year period, **Developer** may assign its street tree replacement obligations to the **Association**, in which event **Developer** shall have no further obligation with respect thereto. On or before the date of execution of said **Amendment #2 to the Planned Development Agreement**, **Developer** shall post with the **Township** an additional cash **Security** equal to \$17 per lot to cover the cost of inspection by the **Township**.

**2.5 Modifications.** Except as expressly modified herein, the terms and conditions of the original **Planned Development Agreement – Whispering Meadows Subdivision**, entered into between the parties on August 18, 1999, and **Amendment #1 to the Planned Development Agreement – Whispering Meadows Subdivision**, entered into between the parties on January 30, 2001, shall remain in full force and effect.



**Developer**

Robert D. Kime, Inc.  
a Michigan corporation

By: [Signature]  
Robert D. Kime

Its: President

[Signature]  
GARY N. KRICKSTETTER  
[Signature]  
Kevin J. Kwiatkowski

STATE OF MICHIGAN )  
 )ss.  
COUNTY OF WASHTENAW )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of May, 2003, by Robert D. Kime, President of Robert D. Kime Inc., a Michigan corporation, on behalf of the corporation.

Tammie B. Keen  
Notary Public  
Washtenaw County, MI  
Commission Expires: 2/2/06

Tammie B. Keen  
Notary Public, Washtenaw County, Michigan  
My Commission Expires February 2, 2006



**Township**  
Charter Township of Ypsilanti,  
a Michigan Municipal corporation

[Signature]  
Kevin J. Kwiatkowski

By: [Signature]  
Karen Lovejoy Roe

Its: Supervisor

[Signature]  
SALLY J. VAN SLAMBROUCK

By: [Signature]  
Brenda L. Stumbo 5.6.03  
Its: Clerk

STATE OF MICHIGAN )

)ss.

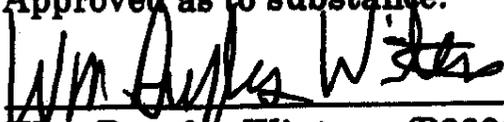
COUNTY OF WASHTENAW )

The foregoing instrument was acknowledged before me this  
6<sup>th</sup> day of May, 2006, by Karen Lovejoy Roe, Supervisor and  
Brenda L. Stumbo, Clerk, of the Charter Township of Ypsilanti, a  
Michigan Municipal Corporation, on behalf of the corporation.

[Signature]  
Notary Public  
Washtenaw County, Michigan  
My Commission Expires: 2/2/06

Tammie B. Keen  
Notary Public, Washtenaw County, Michigan  
My Commission Expires February 2, 2006

Approved as to substance:



Wm. Douglas Winters (P28965)

Attorney at Law

61 North Huron Street

Ypsilanti, MI 48197

**DRAFTED BY:**

Wm. Douglas Winters (P28965)

Attorney at Law

61 North Huron St.

Ypsilanti, MI 48197

**When Recorded Return To:**

Brenda L. Stumbo, Clerk

Ypsilanti Township Civic Center

7200 S. Huron River Drive

Ypsilanti, MI 48197

**NOWAK & FRAUS**

Consulting Engineers

Land Surveyors

Land Planners

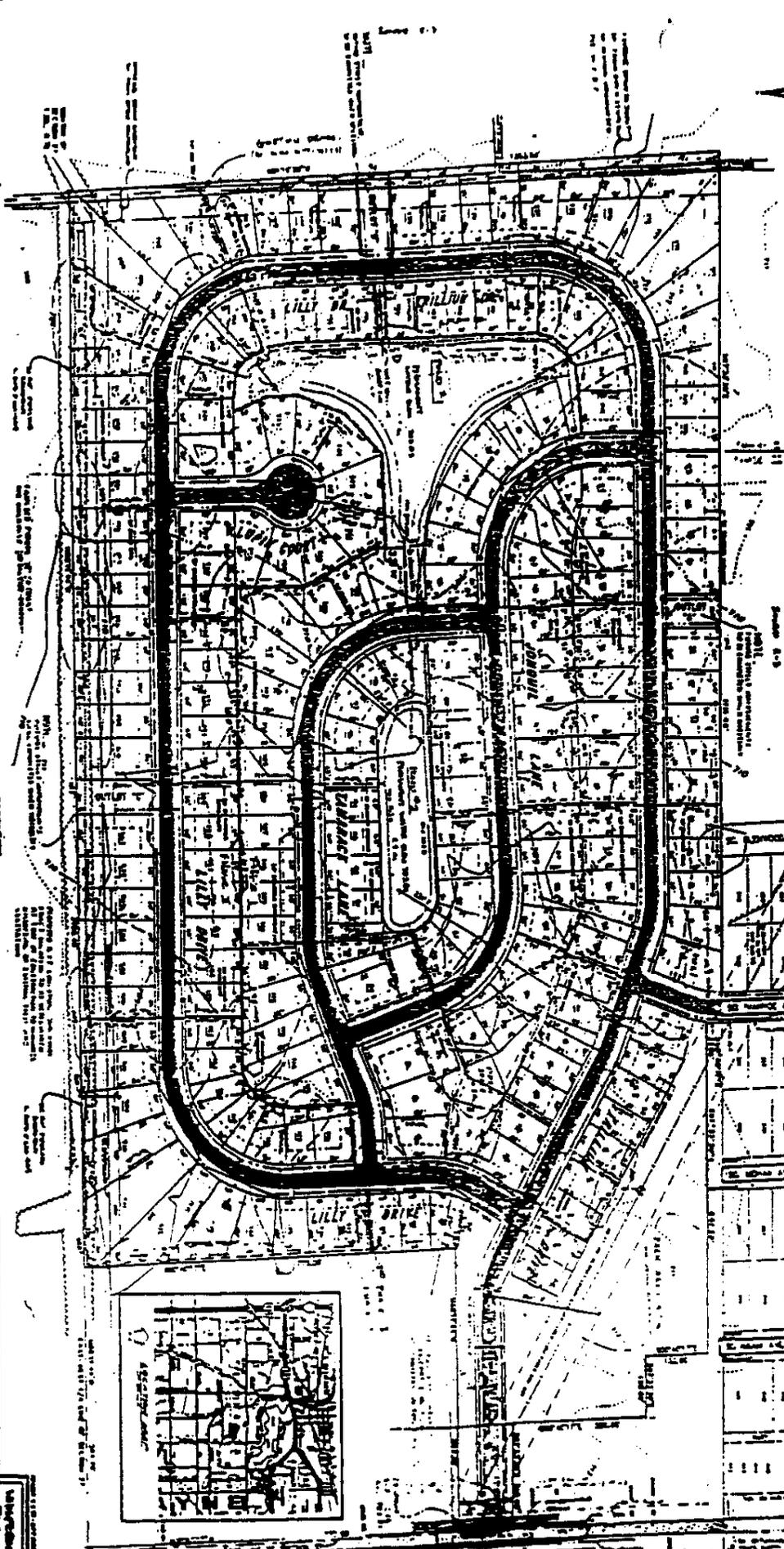
**Whispering Meadows Subdivision No. 2**

Part of the N.E. ¼ of Section 27, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, being more particularly described as commencing at the East ¼ corner of Section 27, Town 3 South, Range 7 East; thence N. 88° 11' 44" W., 564.78 feet along the East-West ¼ line of Section 27 to the point of beginning; thence continuing along said East-West ¼ line of Section 27 N. 88° 11' 44" W., 2108.49 feet to the center post of said Section 27; thence along the North-South ¼ line of said Section 27 N. 01° 16' 20" W., 1363.64 feet; thence S. 87° 33' 30" E., 602.44 feet to a point on the boundary of Whispering Meadows Subdivision No. 1 as recorded in Liber 32 Page 25 of Plats, Washtenaw County Records; thence continuing along the Western and Southern Boundary of said Whispering Meadows Subdivision No. 1 the following thirty six (36) courses: S. 02° 26' 30" W., 112.00 feet, N. 87° 33' 30" W., 54.71 feet, S. 02° 26' 30" W., 66.00 feet, S. 02° 28' 30" W., 67.89 feet, 37.06 feet along the arc of a curve to the left (radius = 263.00 feet, central angle = 08° 04' 22", chord = S. 01° 35' 41" E., 37.03 feet), S. 84° 22' 08" W., 76.59 feet, S. 77° 45' 44" W., 48.35 feet, S. 57° 36' 18" W., 43.24 feet, S. 31° 24' 55" W., 42.56 feet, S. 12° 51' 48" W., 44.01 feet, S. 02° 32' 01" W., 59.59 feet, S. 00° 41' 10" E., 478.62 feet, S. 24° 49' 18" E., 38.28 feet, S. 48° 10' 08" E., 37.92 feet, S. 73° 42' 20" E., 37.84 feet, S. 85° 27' 46" E., 22.54 feet, N. 01° 48' 16" E., 63.06 feet, N. 09° 28' 01" W., 84.11 feet, N. 02° 18' 57" W., 42.96 feet, N. 17° 29' 55" E., 68.96 feet, N. 36° 09' 53" E., 46.79 feet, N. 55° 57' 57" E., 89.48 feet, N. 77° 07' 47" E., 52.02 feet, S. 85° 31' 13" E., 69.68 feet, S. 65° 45' 48" E., 54.84 feet, S. 45° 16' 25" E., 68.54 feet, S. 19° 51' 28" E., 84.64 feet, S. 14° 28' 56" E., 50.05 feet, S. 01° 48' 16" W., 150.09 feet, S. 88° 11' 44" E., 900.40 feet, N. 65° 01' 29" E., 115.67 feet, N. 72° 35' 00" E., 40.87 feet, N. 03° 55' 31" E., 126.99 feet, 41.09 feet along the arc of a curve to the right (radius = 197.00 feet, central angle = 11° 57' 05", chord = N. 83° 21' 10" E., 41.02 feet), N. 89° 19' 43" E., 67.00 feet, N. 89° 19' 43" E., 66.00 feet, N. 00° 40' 17" W., 51.28 feet, N. 89° 19' 43" E., 112.00 feet; thence S. 00° 40' 17" E., 598.89 feet to the point of beginning. Containing 1,301,441 Square Feet or 29.88 Acres.

2-9093  
10/24/02  
Ploch

NOWAK &amp; FRAUS, PLLC

1310 NORTH STEPHENSON HIGHWAY, ROYAL OAK, MI 48067-1508 248.399.0886 VOICE 248.399.0805 FAX



1. The building is to be constructed of brick with a concrete foundation.

2. The walls are to be 12 inches thick.

3. The roof is to be flat.

4. The floor is to be concrete.

5. The interior walls are to be plastered and painted.

6. The exterior walls are to be finished with a decorative pattern.

7. The building is to be finished by the end of the year.

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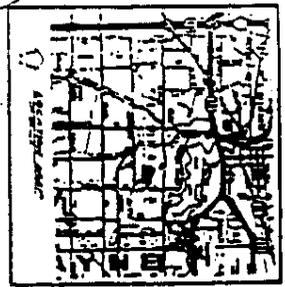
7. The building is to be finished by the end of the year.

**NF**

**NOVAK & FRAUS**

Civil Engineers, Land Surveyors

1115 N. Broadway, Des Moines, Iowa



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7. The building is to be finished by the end of the year.

**AGREEMENT TO  
ESTABLISH WHISPERING  
MEADOWS DRAINAGE  
DISTRICT**



23  
③

**AGREEMENT TO ESTABLISH THE WHISPERING MEADOWS DRAINAGE DISTRICT**

THIS AGREEMENT, made and entered into this 20 day of July, 2 November A.D., 1999, by and between JANIS A. BOBRIN, Washtenaw County Drain Commissioner ("DRAIN COMMISSIONER") acting for and on behalf of the WHISPERING MEADOWS DRAINAGE DISTRICT (P.O. Box 8645, Ann Arbor, Michigan 48107), of the County of Washtenaw, State of Michigan, a public body corporate (hereinafter referred to as the "DISTRICT"), Party of the First Part, and ROBERT D. KIME, INC., a Michigan corporation, doing business as RDK Homes, 41750 Michigan Avenue, Canton, Michigan 48188, Party of the Second Part (hereinafter referred to as the "DEVELOPER").

**WITNESSETH:**

WHEREAS, Section 433 of Act Number 40 of the Public Acts of 1956, Michigan, as amended, The Drain Code, authorizes the Drain Commissioner to enter into an agreement with a landowner and developer, if any, to establish an existing private drain which was constructed by the landowner or developer to service an area on his or her own land as a County or Intercounty Drain; and

WHEREAS, JANIS A. BOBRIN, Washtenaw County Drain Commissioner, acting on behalf of the WHISPERING MEADOWS DRAINAGE DISTRICT, will have under her jurisdiction the WHISPERING MEADOWS DRAIN; and

WHEREAS, the DRAIN COMMISSIONER, through and by the DISTRICT, is in charge of operation and maintenance of the WHISPERING MEADOWS DRAIN to service lands in the WHISPERING MEADOWS DRAINAGE DISTRICT; and

WHEREAS, the WHISPERING MEADOWS DRAIN will be a County drain located in the Charter Township of Ypsilanti; and

WHEREAS, the DEVELOPER has provided storm drainage for the lands comprised within the WHISPERING MEADOWS DRAINAGE DISTRICT, which are described as follows:

Part of the N.E. 1/4 of Section 27, T.3S., R.7E., Ypsilanti Township, Washtenaw County, Michigan, being more particularly described as commencing at the E. 1/4 corner of Section 27, T.3S.,



Peggy M. Haines - Washtenaw Co. AG

R.7E.; thence N. 88°11'44" W., 564.78 feet along the East-West 1/4 line of Section 27 to the point of beginning; thence continuing along said East-West 1/4 line, N. 88°11'44" W., 2108.49 feet to the center of Section 27, T.3S., R.7E.; thence N. 01°16'20" W., 1363.64 feet along the North-South 1/4 line of Section 27; thence S. 87°33'30" E., 1711.45 feet; thence S. 00°40'17" E., 33.05 feet; thence S. 87°33'30" E., 647.59 feet; thence S. 00°40'17" E., 132.00 feet; thence S. 87°33'30" E., 120.00 feet; thence S. 00°40'17" E., 280.00 feet; thence S. 87°33'30" E., 210.00 feet to a point on the East line of Section 27; thence S. 00°40'17" E., 115.96 feet along said East line; thence N. 88°11'44" W., 564.78 feet; thence S. 00°40'17" E., 772.00 feet to the point of beginning. Containing 3,039,600 square feet or 69.77 acres and subject to any easements or restrictions of record.

WHEREAS, the DEVELOPER further understands that as the freeholder and owner of the lands included in this Agreement in the Charter Township of Ypsilanti in which said WHISPERING MEADOWS DRAIN and the lands to be drained thereby are located, that these above described lands known as the "Whispering Meadows Subdivisions" will be subject to assessments for the cost of construction, operation, inspection and maintenance of the DRAIN; and

WHEREAS, these lands being drained, thereby, and to be assessed, therefore, are in the WHISPERING MEADOWS DRAINAGE DISTRICT; and

WHEREAS, the DEVELOPER, pursuant to Section 433 of the Drain Code, as amended, desires to establish its private drain as a County Drain; and

WHEREAS, the DEVELOPER, has agreed to assume the total cost of said improvement; and

WHEREAS, a certificate has been obtained from a registered professional engineer retained by the DEVELOPER to the effect that the existing drain is the only reasonably available outlet for the drain and that there is sufficient capacity in the existing outlet for the proposed drain to serve as an adequate outlet, without detriment to or diminution of the drainage service which the outlet presently provides.

NOW, THEREFORE, in consideration of the premises and covenants of each, the parties hereto agree to as follows:

1. The DISTRICT agrees to establish the WHISPERING MEADOWS DRAIN as a County Drain subject to the provisions of this Agreement by the DISTRICT and the DEVELOPER.



2. The storm water drainage facilities of the WHISPERING MEADOWS DRAIN shall be constructed under the supervision, direction and control of the DISTRICT according to plans, specifications and project designs approved by the DISTRICT and on file in the Office of the Washtenaw County Drain Commissioner.
3. The DEVELOPER agrees hereto to assume the cost of the project set forth in the above-mentioned plans, specifications and project designs. Said cost shall include:
  - a. Administrative fees for the establishment of the WHISPERING MEADOWS DRAIN, computed as follows:

<u>Number of Lots</u>	<u>Fee</u>
1-50	\$1,500.00
51-100	2,000.00
101-150	2,500.00
151-200	3,000.00
*201-250	3,500.00
251-300	4,000.00
301 +	5,000.00

- b. Actual expenses incurred by the DISTRICT for inspection of the construction of the DRAIN.
- c. A construction contingency item computed as a percent of the construction cost as determined by the DISTRICT but not to exceed five percent (5%) for projects over \$100,000 or 10% for projects less than \$100,000; provided, should any balance remain in the contingency fund, such balance shall be refunded to the DEVELOPER upon the following terms and conditions:
  - (1) A period of one year shall expire after final construction approval of the project by the DISTRICT at which time the DEVELOPER shall request that the DISTRICT make a final inspection.
  - (2) The DISTRICT shall proceed with final inspection of the project, and following such inspection, the DISTRICT shall make the necessary correction of any defects on the project payable out of contingency funds. At such time as the corrections have been completed by the DISTRICT, the DEVELOPER shall file with the DISTRICT a sworn statement that all claims for amounts due for labor, materials and equipment furnished for this work have been paid in full, or it shall so file in lieu thereof, a sworn statement showing in detail the nature and amount of all unpaid claims for said labor, materials and equipment.



The Contractor shall also submit a Contractor's Declaration and Affidavit. The remaining contingency balance may then be refunded to the DEVELOPER.

- d. The establishment of a permanent maintenance fund in an amount of 5% of the construction cost but not to exceed \$2,500.00.

The DEVELOPER'S cost to the DISTRICT to establish the DRAIN, incidental of actual construction expenses, is hereby determined as follows:

(1) Administrative fees	\$3,500.00
(2) Estimated Inspection	\$10,243.00

2 - 4% of project cost; unused monies to be returned to the DEVELOPER. DEVELOPER may secure services of a certified professional engineer for inspection. In such cases, inspection procedures and schedule must be approved by the Office of the Washtenaw County Drain Commissioner.

(3) Contingency	\$34,142.00
-----------------	-------------

10% for projects under \$100,000;  
 5% for projects over \$100,000.

(4) Permanent Maintenance Fund	\$2,500.00
--------------------------------	------------

Total Cost: \$50,385.00

- 4. The DEVELOPER shall forthwith deposit said Balance Due with the DISTRICT, to be used only for the purposes herein set forth and agreed upon.
- 5. The DEVELOPER shall provide the Washtenaw County Drain Commissioner and/or the DISTRICT with a Letter of Credit or Escrow Account in the sum of 100% of the construction cost of the DRAIN, to remain in effect until final acceptance of the project by the DISTRICT.
- 6. It is agreed that the DEVELOPER shall convey to the DISTRICT a map and description of the drainage district and such easement and Rights-of-Way as may be necessary to accomplish the purposes herein set forth and do so without charge therefor.



- 7. The DEVELOPER further agrees to provide, without charge, one (1) set of reproducible mylar "Record Drawings" of the drain as built, which shall include design calculations showing flow rates, imperviousness factors, drainage district and sub-districts and any other data needed by the DISTRICT for proper drain operation.
- 8. The DEVELOPER further agrees to provide to the DISTRICT, without charge, one (1) copy each of the Plats and Declaration of Easements, Covenants, Conditions and Restrictions for the Whispering Meadows Subdivisions, all as recorded with the Washtenaw County Register of Deeds.
- 9. The foregoing payment of the cost of the project is agreed and understood as being for the sole benefit of the WHISPERING MEADOWS DRAINAGE DISTRICT at large or part thereof, and that such payment shall not relieve the subject property from any future assessments levied pursuant to the Michigan Drain Code of 1956, as amended, for construction, improvements and/or maintenance of the DRAIN arising by virtue of proper and legal petitions and hearings and procedures thereon.
- 10. It is agreed that the Drain Commissioner's maintenance of these drainage facilities shall be consistent with the Drain Commissioner's normal standards and requirements. This maintenance does not include such items as lawn cutting, litter pick-up, etc.
- 11. This Agreement shall become effective upon its execution by the DEVELOPER and by the DISTRICT and shall be binding upon the successors and assigns of each party.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers as of the day and year first above written.

WITNESSES:

WHISPERING MEADOWS DRAINAGE DISTRICT, County of Washtenaw, State of Michigan, acting as its governing body, the Washtenaw County Drain Commissioner

Amy Marcum Howes  
Amy Marcum Howes

Kathy Clemons  
Kathy Clemons

By: Janis A. Bobrin  
Janis A. Bobrin  
Washtenaw County Drain Commissioner





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Peggy M. Haines - Washtenaw Co. AG

L-3915 P-347

✓  
Drafted by: Amy M. Hawes  
Office of the Drain Commissioner  
P.O. Box 8645  
Ann Arbor, Michigan 48107-8645

When recorded, please return to:  
Office of the Drain Commissioner  
P.O. Box 8645  
Ann Arbor, Michigan 48107-8645

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DRAINAGE DISTRICT APPLICANT INFORMATION SHEET

The sole owner of the following lands is Robert D. Kime, Inc., a Michigan corporation

Tax Code Number

K 1127100021  
K 1127100003  
K 1127100007

located in Section 27, Town 3 South, Range 7 East, of Ypsilanti Township, County of Washtenaw, State of Michigan, which encompasses the lands in the proposed WHISPERING MEADOWS DRAINAGE DISTRICT. Following is the name and address of the only person who is required to sign the final plat as proprietor:

Robert D. Kime, Inc.

By:

Robert D. Kime, President  
41750 Michigan Avenue  
Canton, Michigan 48188