

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WHISPERING MEADOWS SUBDIVISIONS NO. 1, NO. 2, NO. 3 AND NO. 4

This Amended and Restated Declaration of Covenants, Conditions and Restrictions for Whispering Meadows Subdivisions No. 1, No. 2, No. 3, and No. 4 (the “Declaration”) is made and executed this ____ day of _____, 2024, by Whispering Meadows Homeowners Association, a Michigan nonprofit corporation (the “Association”).

The Association desires by recording this Declaration to continue to provide for and reaffirm the affirmative obligations, restrictions and covenants upon the Subdivision (defined below) and the owners of lots within the Subdivision and to help maintain and enhance the harmony and attractiveness of the Subdivision. The original Declaration of Covenants, Conditions and Restrictions for Whispering Meadows Residential Unit Development, recorded in Liber 7132, Page 734 et seq., as amended by the First Amendment recorded in Liber 8088, Page 186 et seq., Oakland County Records, are superseded by the recording of this Declaration. The purported Declaration of Covenants, Conditions and Restrictions recorded in Liber 42239, Page 41 et seq., was invalidated by the Affidavit of Facts Affecting Real Property recorded in Liber 55807, Page 120 et seq., and is of no force and effect.

The real property described on Exhibit A and included within the Subdivision shall be held, transferred, sold, conveyed, occupied, encumbered, leased, improved and utilized subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, all of which run with the real property and which are a burden and a benefit to the Association, its successors and assigns, and any persons acquiring or owning an interest in the Subdivision, their grantees, successors, heirs, administrators and assigns.

**ARTICLE I
DEFINITIONS AND INTERPRETATION**

Section 1. Definitions. Certain terms are utilized not only in this Declaration but may be used in various other instruments such as, by way of example and not limitation, the Bylaws, Articles of Incorporation and any Association rules and regulations, all as amended. Wherever used in these documents or any other pertinent instruments, these terms are defined as follows:

- A. “Assessments” means the various forms of payment that Owners (defined below) are required to make to the Association, including without limitation annual, and special assessments described in Article IV of this Declaration, and any interest, late fees, fines, costs and reasonable attorneys’ fees incurred in collecting the same.

- B. “Association” means Whispering Meadows Homeowners Association, a Michigan nonprofit corporation of which all Owners are members. The Association shall administer, operate, manage and maintain the Common Areas (defined below) in accordance with all applicable laws and the Subdivision Documents (defined below). Any action required of or permitted to the Association is exercisable by its Board of Directors unless specifically reserved to the Owners by the Subdivision Documents or Michigan law.

- C. "Bylaws" mean the Bylaws of the Association, as may be amended from time to time.
- D. "Common Areas" mean those items or areas of land within the Subdivision and designated on the Plat (defined below) as private parks or that are for the beneficial use and enjoyment of the Owners including, without limitation, Whispering Meadows North Park, Whispering Meadows East Park, Whispering Meadows South Park, Passway Park, T.X. Lareau Park, Whisper Park 1 and Whisper Park 2, together with any improvements located within these parks and other property not necessarily owned by, but under the control of the Association, including the entryway improvements including entryway sign, landscaping and related facilities.
- E. "Declarant" means Kaufman and Broad Homes, Inc., its successors and assigns.
- F. "Declaration" means this Amended and Restated document and all its Exhibits, as the same may be amended from time to time.
- G. "Electronic transmission" means transmission by any method authorized by the person receiving the transmission and not directly involving the physical transmission of paper, which creates a record that may be retrieved and retained and that may directly reproduce in paper through an automated process.
- H. "Good Standing" means an Owner who is current in all financial obligations to the Association.
- I. "Lot" means any Lot on the recorded Plat.
- J. "Notice" means written or electronic notification of any membership meeting sent to all Owners at least ten (10) days in advance and no more than sixty (60) days of such meeting and shall set forth the purpose thereof.
- K. "Member" means an Owner, and the terms are used interchangeably in this Declaration.
- L. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot. Both land contract vendors and vendees shall be considered Owners and are jointly and severally liable for all obligations and responsibilities of Owners under this Declaration.
- M. "Plat" means the Plats for Whispering Meadows Subdivision No. 1 recorded in Liber 156, Pages 12-14 of Plats, and Whispering Meadows Subdivision No. 2 recorded in Liber 156, Pages 40-42 of Plats, and Whispering Meadows Subdivision No. 3 recorded in Liber 163, Pages 25-26 of Plats, and Whispering Meadows Subdivision No. 4 recorded in Liber 198, Page 12-13 of Plats, Oakland County Records, attached as Exhibit A and made a part of this Declaration, which covers the Property, as recorded in Oakland County Records.

- N. "Property" means the property described in Exhibit A, together with the improvements and additions to the Property. The Property includes Lots 1-53 in Whispering Meadows Subdivision No. 1, and Lots 54-232 in Whispering Meadows Subdivision No. 2, Lots 233-328 in Whispering Meadows Subdivision No. 3, and Lots 329-338 in Whispering Meadows Subdivision No. 4 and the Common Areas.
- O. "Quorum" means 51% of total lots with owners in good standing must be represented, in attendance in person or by proxy, at a meeting called, with proper Notice, to conduct a vote. If the required Quorum is not present at the first such meeting, subsequent meetings may be called, with proper Notice, and the required Quorum at such subsequent meeting shall be one-half (1/2) of the required Quorum at the preceding meeting provided that such subsequent meeting shall be held not more than sixty (60) days following the preceding meeting at which a Quorum was not present.
- P. "Residence" means any single-family residence constructed on a Lot.
- Q. "RUD Plan" means the Residential Unit Development plan filed with the City of Novi by the Declarant.
- R. "Subdivision" means the subdivisions listed in Exhibit A and covered by the Plat.
- S. "Subdivision Documents" means and includes this Declaration, the Bylaws, the Plat, the Association's Articles of Incorporation, all as amended.

Section 2. Interpretation. The Board shall interpret the provisions of this Declaration as well as those of the Articles of Incorporation, Bylaws and any Association rules and regulations. This Declaration, the Articles of Incorporation, the Bylaws and any Association rules and regulations shall be liberally construed to effectuate the purposes expressed in these documents with respect to the efficient operation of the Association and the Commons Area, the beautification, betterment, protection, safety and harmony of the external design and appearance of the Subdivision, and the preservation of values of the Lots and Residences.

ARTICLE II MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner is a mandatory Association member. Membership is appurtenant to and may not be separated from ownership of a Lot. Notwithstanding anything to the contrary, any person or entity who holds such interest merely as security for the performance of an obligation shall not be a member of the Association.

Section 2. Voting Rights. Each Owner is entitled to one vote for each Lot owned and in Good Standing. When reference is made to a majority or specific percentage of Owners, the reference shall be deemed to be reference to a majority or specific percentage of the votes of Owners in good standing. If any Lot is owned jointly by more than one Owner, the voting rights appurtenant to that Lot may be exercised only jointly as a single vote. The Owners shall determine how they exercise

their vote for such Lot, but in no event shall the Owners cast more than one vote with respect to any one Lot.

ARTICLE III
COMMON AREAS; ASSOCIATION MAINTENANCE, REPAIR AND REPLACEMENT
RESPONSIBILITY; EASEMENTS

Section 1. Owners' Easements. Each Owner, and each Owner's occupants, lessees, guests and invitees (each, a "permittee"), shall have a non-exclusive and perpetual easement over and upon the Common Areas for their intended use and enjoyment in common with all other Owners and their respective permittees, subject to the provisions of this Amended and Restated Declaration and Commons Area Documents including, without limitation, the following:

- A. The right and duty of the Association to levy Assessments against each Lot for the purposes set forth in Article IV and the Association in compliance with the Subdivision Documents;
- B. The right of the Association to suspend each Owner's right to use the Common Areas for any period during which the Owner is not in good standing;
- C. The right of the Board of Directors to adopt and enforce rules and regulations governing the use of the Common Areas, the rights and responsibilities of the Owners and the Association with respect to the Common Areas or the manner of operation of the Association.
- D. The right of the Association to have, grant and use general and specific easements over, under and through the Common Areas as may be beneficial to the Subdivision; and
- E. The right of the Association, authorized by a two-thirds (2/3-) affirmative vote of the Quorum, to dedicate or convey portions of the Common Areas to any public or quasi-public agency, authority or utility under such terms as the Association deems appropriate, subject to the approval of the City of Novi, and to which such dedication or contract all Owners by the acceptance of the deeds to their Lots shall be deemed to have consented.

Section 2. Use of Common Areas. The Common Areas may be used for all forms of passive recreation and similar pursuits in keeping with the nature of the area. No change shall be permitted in any of the Common Areas that would alter any storm or surface water detention or retention areas or storage basins or other facilities constructed thereon, if any. Any owner wishing to erect any temporary structures or items in the Commons Area, must contact the Board of Directors to receive approval. The Association and Owners shall utilize reasonable efforts to preserve all trees, shrubs and landscaping, if any, within any Common Areas. No Owner shall remove any trees or shrubs from the Common Areas. No Owner shall dump, or permit dumping, in the Commons Areas. No Owner shall permit or suffer the use of the Common Areas for any commercial purposes.

Section 3. Association Maintenance, Repair and Replacement Responsibilities. Common Areas. The Association is responsible for maintaining, repairing and replacing the Common Areas; provided, however, the Association is not required to replace any existing structures and items located in the Common Areas.

Section 4. City of Novi. The City of Novi is hereby afforded a perpetual easement to all Common Areas for purposes of the maintenance of same.

Section 5. Easements Appurtenant. The easements provided in this Article shall be appurtenant to and shall pass with the title to each Lot but shall not be deemed to grant or convey any ownership interest in any Common Areas.

Section 6. Right to Grant Easements. The Board of Directors has the right, without the need to obtain consent of any Owner, to grant easements and licenses over or through the Common Areas for the purpose of causing the installation of any utility lines, television, cable, drainage facilities or any other improvements or utilities which would serve the residents of the Subdivision, or for any other purpose that may be beneficial to the Subdivision. The Board will notify Owners of such improvements.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESMENTS

Section 1. Creation of Lien and Personal Obligation for Assessments. Each Owner, by acceptance of a deed or land contract vendee's interest to their Lot or other conveyance thereof, whether or not expressed in the instrument, is deemed to covenant and agree to pay to the Association all general and special Assessments for the operation of the Association, maintenance management and operation of the Subdivision and the Common Areas, and for the payment of other expenses allocated or assessed by the Association. All Assessments, together with interest, late fees, costs, reasonable attorneys' fees incurred in the collection of Assessments and advances for taxes or other liens or costs that the Association pays to protect its rights shall be a charge on the Owner's Lot and shall be a continuing lien upon the Lot against which each Assessment is made and shall be superior to all other liens except tax liens on the Lot in favor of any state or federal taxing authority and, subject to Section 8 below, sums unpaid on the first mortgage of record. Assessments shall also be the personal obligation of the person who is the Owner of the Lot at the time the Assessment fell due and, except as provided in Section 8 below, all subsequent Owners until paid, and shall accrue to the Association's benefit.

- A. Purpose of Annual Assessments. The annual assessments levied by WMHA shall be used exclusively for the purpose of promoting the recreation, safety and welfare of the residents in the Properties and, in particular, for the operation, maintenance, management and improvement of the Common Area(s), including but not limited to: the payment of taxes and insurance; the repair and replacement thereof; additions thereto and improvements thereon; and the cost of labor, equipment, materials, management and supervision for and in connection with the Common Area(s) and WMHA.

- B. Amount of Annual Assessment. The amount of the annual assessment shall be fixed as provided in this section.
1. The Board of Directors may, without a vote from the membership, increase or decrease the annual assessment over or below for the previous year by not more than 10%.
 2. The annual assessment may be increased over, or decreased below, that for the previous year by a percentage greater than 10% only by a vote of two-thirds (2/3) of the Quorum.
 3. In the absence of any action taken under subsections (b) and (c) of this Section, the annual assessment shall remain at the rate set as the annual assessment for the prior year.
- C. Special Assessments. In addition to the annual assessments authorized above, WMHA may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, (a) the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area(s), including fixtures and personal property related thereto, (b) to meet deficits incurred or anticipated because current Assessments are insufficient for the Association to perform its functions or duties or to pay the costs of operation management and administration of the Common Areas or the Association, provided that any such assessment shall have the assent of two-thirds (2/3) of the Quorum.
- D. Emergency Assessments. The Board of Directors shall have the authority to increase the annual assessment or to levy such additional Emergency Assessments as it shall deem necessary provided the same shall be required for only the following: (a) to meet deficits incurred or anticipated because current Assessments are insufficient for the Association to perform its functions or duties or to pay the costs of operation management and administration of the Subdivision, Common Areas or the Association as provided in Section 2; (b) to provide repairs or replacements of existing Common Areas.

Section 2. Rates of Assessments. All annual, special and emergency Assessments shall be made against each Lot equally.

Section 3. Date of Commencement of Annual Assessments; Due Dates; Exemptions. The annual Assessment shall be imposed for the year beginning January 1 and ending December 31. Any unpaid annual Assessment shall be 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. All Common Areas and all other property exempt from State or local taxation and dedicated for public use shall be exempt from Assessments under this Article.

Section 4. Payment of Assessments and Penalties for Default. The annual Assessment shall be payable in annual or such other installments as the Board of Directors determines. Special Assessments, shall be payable as stated in the notice announcing their levy. The payment of an Assessment shall be in default if the Assessment, or any part of the Assessment, is not paid to the Association in full on or before the due date for the Assessment, which shall be the first (1-)day of January each year or such other date as the Board of Directors may establish from time to time for

any Assessment. But in no event shall the due date of the annual Assessment be later than the first (1st) day of March. All Assessments, or installments of Assessments that remain unpaid as of thirty (30) days after the due date shall incur a uniform late charge per reminder, statement, or invoice, which shall be produced no more frequently than monthly, to compensate the Association for administrative costs incurred because of the delinquency. Payments of installments of Assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney's fees; second, to any fines and late fees on such installments; and third, to installments in default in order of their due dates. An Owner selling a Lot shall not be entitled to any refund whatsoever from the Association with respect to any reserve account or other asset of the Association.

An Owner may not withhold or escrow Assessments, and may not assert in an answer, or set-off to a complaint brought by the Association for nonpayment of Assessments, that the Association or its agents have not provided services. No Owner may waive or otherwise avoid liability for Assessments by non-use (whether voluntary or involuntary) of the Common Areas, abandonment of the right to use the Common Areas, or abandonment of their Lot. An Owner in default shall not be qualified to run for or function as an Association officer or Director, and shall not be entitled to vote so long as the default continues.

The Association may enforce collection of delinquent assessments by a suit at law for a money judgment against the Owner, may record against the Lot a lien securing the payment of all delinquent amounts, may foreclose the lien either by judicial action or by advertisement, or may pursue one or more of these remedies at the same time or successively. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligation of the parties to these actions. The Association shall have such other remedies, including but not limited to filing with Small-Claims Court for collection and enforcement of assessments as may be permitted by law. All remedies are cumulative.

Section 5. Subordination of the Lien. The Lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien but not the obligation for payment of such Assessments which became due prior to such sale or transfer.

Section 6. Expenses of Collection. All expenses incurred in collecting unpaid Assessments, including interest, fines, costs, reasonable attorneys' fees (not limited to statutory fees and including reasonable attorneys' fees and costs incurred incidental to any bankruptcy proceedings filed by the delinquent Owner or probate or estate matters) and advances for taxes or other liens or costs paid by the Association to protect its lien, shall be chargeable to the Owner in default and shall be secured by the lien on their Lot.

Section 7. Certificate with Respect to Assessments. Upon the written request of any Owner, the Association shall furnish, within ten (10) business days, a written certificate regarding the status of any Assessments or other charges levied against the Owner's Lot. This certificate, when issued by the Association, shall be conclusive and binding upon the Association with regard to

the status of the Assessments as between the Association and any bona fide purchaser of the Lot described in the certificate and the lender who has taken a lien on the Lot as security for the repayment of a loan.

Section 8. City of Novi. Notwithstanding anything to the contrary herein contained, in the event the Association fails to affect the maintenance of the Common Areas, the City of Novi shall have the right to assess the cost of said maintenance under this Declaration and each Owner of such Lot consents to such assessment and agrees that such assessment shall be payable to the City of Novi. In addition to other methods of collection, the City of Novi, if it desires, shall also have the right to place such assessment on the City tax rolls of the assessed property.

ARTICLE V BUILDING AND USE RESTRICTIONS

Section 1. Use of Lots.

A. Single-Family Use. All Lots shall only be used for single-family residential purposes and no building shall be erected, re-erected, placed or maintained or permitted to remain on any Lot except one (1) single family private Residence and its appurtenant buildings as more fully set forth herein. No Owner shall carry on any business enterprise or commercial activities anywhere within their Lots including without limitation for profit or nonprofit group home, adult foster care, nursing facilities, transitional housing and similar enterprises; provided, however, that Owners shall be allowed to have home offices in their residence so long as the same (1) do not involve additional pedestrian or vehicular traffic by customers, users or beneficiaries of the services being performed and/or congestion within the Subdivisions,, (2) do not involve additional expense to the Association (such as utility charges and insurance), (3) do not violate any other provision of this Declaration, and (4) do not constitute a violation of any ordinances or regulations of the City of Novi.

B. Occupancy Restrictions. The number of persons allowed to occupy or reside in any Residence shall be governed by the City of Novi codes or ordinances. Such restrictions shall automatically change, without the necessity of an amendment to this Declaration, upon the adoption of alternative regulations by the City of Novi, such that the occupancy of all Residences shall always be in accordance with all City of Novi regulations.

Section 2 Character and Size of Residences. It is the intention and purpose of this Declaration to ensure that all Residences are of a quality, design, workmanship and materials. All Residences must be constructed in accordance with the applicable governmental building codes, ordinances and regulations and with such further standards as set forth in this Declaration. No Residence shall exceed two (2) stories in height and all Residences shall have an attached private garage containing no less than two (2) nor more than three (3) parking spaces for the sole use of the Owner or occupants of the Residence.

Section 3. Building Location and Lot Size. The location of all buildings and structures on each Lot shall be in accordance with City Ordinances. The minimum size of each Lot shall be the Lot size as established on the Plat. If more than one Lot, or part of a Lot, is developed as a single Lot (and except as to the obligation of each Owner for any assessments made against each

separate Lot), all restrictions set forth in this Declaration shall apply to such resulting Lot in the same manner as to any single Lot.

Section 4. Building Materials. Exterior building materials may be cut stone, brick, brick veneer, wood, aluminum, or vinyl siding or any other material approved by the Board and which blends with the architecture and natural landscape of the Subdivision. Roofing and replacement roofing materials may consist of asphalt, slate, cedar, copper, steel, metal, or rubber tile shingles. (Refer to Article VI for the approval process.)

Section 5. Prohibited Structures, Damaged Residences and Reconstruction. Except as otherwise approved by the Architectural Committee, no shacks, sheds, storage facilities, storage racks, barns, temporary buildings or any other structure or improvement of any design, except child play sets, shall be located at any time on a Lot. Tents for entertainment or recreational purposes are permitted for periods not to exceed 72 hours. All existing structures shall be kept in good condition and repaired at all times. Any building that is not completed within one (1) year from commencement of construction or any damage or destruction not promptly remedied shall be deemed a nuisance and may be abated as provided herein or by applicable law. Any portion of the Property within any public or private road or right-of-way which is disturbed by reason of any work or activity performed by an Owner, or an Owner's agents, employees, contractors shall be restored by the Owner, at the Owner's sole expense, to its condition immediately prior to the commencement of such work or activity. Such restoration shall be performed within a reasonable time, and in no event later than the date of completion of any work or activity on the Owner's Lot.

Section 6. Damaged Residences and Reconstruction. Any debris resulting from the destruction of any Residence or other structure on any Lot shall be promptly removed but in no event in more than thirty (30) days, and any damaged or destroyed building shall be repaired or replaced within one (1) year, unless the repair or replacement cannot reasonably be completed in this time in which case the Owner shall promptly perform and proceed diligently with the repair or replacement.

Section 7. Natural Drainage Ways. Where there exists on any Lot(s) a condition of accumulation of storm water remaining over an extended period of time, the Owner may, if applicable, with the municipality's written approval, take such necessary steps to remedy the condition, provided no obstructions or diversions of existing storm drain swales and channels, over and through which storm water naturally flows upon or across any Lot, shall be made by an Owner in a manner as to cause damage to other Property located within the Subdivision.

Section 8. Driveways. Access driveways and other paved areas for vehicular use on a Lot shall have a wearing surface of concrete and shall be constructed in accordance with any applicable municipal codes. Owners must obtain the Architectural Committee's written approval prior to commencing any pavement construction or reconstruction.

Section 9. Reservation of Easements. No structure, landscaping or other materials shall be placed or permitted to remain within any easements described in the Plat which may damage or interfere with the installation or maintenance of utilities or which may change, obstruct or retard the flow or direction of water in, on or through any drainage channels, if any, in such easements.

The Owner of each Lot shall maintain the surface area of all easements within the Owner's Lot, keep grass and weeds cut, keep the area free of trash and debris and take such actions as may be necessary to eliminate or minimize surface erosion.

Section 10. Underground Wiring. All utility lines including electric, gas, telephone, and cable must be installed underground.

Section 11. Fences. No fences shall be placed, erected or permitted to remain on any Lot without the written permission of the Architectural Control Committee. No chain link, brick, cinder block stockade, shadow-box, or privacy fences shall be allowed. All existing fences shall be kept in good condition and repaired at all times. No fence shall extend forward of the rear line of the house or be taller than four (4) feet. All fences shall comply with all applicable state and local building requirements, laws and ordinances.

Section 12. Conduct within the Subdivision. No harmful or unlawful activity shall be engaged in on or upon the Subdivision or any Lot, nor shall anything be done which may be or become a nuisance to the Owners, nor shall any unreasonably noisy activity be carried upon the Common Areas or any Lot.

Section 13. Prohibition on Certain Activities. Except as otherwise set forth in the Association's rules and regulations, or as otherwise approved by the Board in writing, no Owner shall use, or permit the use or discharge by an occupant, agent, employee, invitee, guest or member of their family, firearms, air rifles, pellet guns, BB guns, bows and arrows, slingshots or other similar dangerous weapons, projectiles or devices anywhere on or about the Subdivision.

Section 14. Animals.

- A. No farm animals, livestock, or wild animals shall be kept, bred or harbored on any Lot, nor shall any animals be kept or bred for commercial purposes. Domestic animals commonly deemed to be household pets may be kept by the Owner and members of the household so long as such pets shall have such care so as not to be objectionable, offensive to others due to noise, odor or unsanitary conditions. Any pet maintained on a Lot shall be kept on a leash in the control of a responsible person or board-approved fence, or restrained via the utilization of an invisible fence.

Each Owner shall be responsible for the immediate collection and disposition of all fecal matter deposited anywhere in the Subdivision, including without limitation Lots and Common Areas, by any animal maintained by the Owner.

- B. Restrictions applicable to pets: responsibility of the owners. Any Owner who causes any animal to be brought, maintained or kept within the Subdivision for any length of time shall indemnify and hold harmless the Association for any loss, damage or liability, including reasonable attorney fees and costs, which the Association may sustain because of the presence of such animal within the Subdivision, whether such animal is permitted or not, and the Association may

assess and collect from the responsible Owner such losses and damages in the manner provided in Article VII of this Declaration.

No animal that creates noise and can be heard on any frequent or continuing basis shall be kept in any Residence or on any Lot.

Section 15 Landscaping. Owners shall keep their Lots, including all landscaping beds, lawns, ornamental materials and drains or easements contiguous to each Lot, if any, well maintained and free of weeds.

Section 16. Performance or Construction. No building shall be erected on any Lot except by a contractor licensed by the State of Michigan for such purpose. Soil removal from Lots shall not be permitted, except as required for construction purposes and as permitted in writing by the Association. In addition, all construction shall be subject to the requirements of the Michigan Soil Erosion and Sedimentation Control Act, as amended, and all other applicable statutes, ordinances, rules and regulations of all governmental agencies having jurisdiction over such activities. All unused building materials, other debris and temporary construction shall be removed from the Subdivision within sixty (60) days after substantial completion of the construction.

Section 17. Owner Maintenance of Lot, Residence and Appurtenant Structures and Improvements. Owners shall maintain their Lots, including without limitation all driveway and sidewalk surfaces and exterior Residence surfaces such as roofs, fascia, shutters and soffits, and other improvements located on the Lot, in a neat, orderly and attractive manner. Such maintenance shall include, but shall not be limited to, maintaining screens (including screen enclosures), windows and doors (including the wood and hardware of garage doors and sliding glass doors), periodic repainting of exterior surfaces and the replacement of deteriorated wood members and trim. The minimum standard for the foregoing shall be that it is consistent with the general appearance of the improvement as initially constructed and otherwise improved, taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness or ignoring of needed periodic repainting. Subject to the provisions of Article VI, Owners shall clean, repaint or re-stain, as needed, the exterior portions of each Residence and its apparent improvements, including exterior surfaces of garage doors, as often as is necessary to comply with the foregoing standards. Owners must keep their Lots, including all landscaping beds, lawns and ornamental materials well maintained at all times. No Lot shall be used or maintained as a dumping ground or for outside storage for rubbish, trash, garbage or other materials. Each Owner shall use due care to avoid damaging any of the Common Areas. Each Owner shall be responsible for damages or costs to the Association resulting from damage to or misuse of any of the Common Areas by them or their permittees. Any costs or damages to the Association, including reasonable attorneys' fees, may be assessed to and collected from the responsible Owner in the manner provided in Article IV above.

Section 18. Signs and Flags. No signs or flags shall be displayed to the public view, except the following: 1) Country or State flags are allowed. 2) Military Service and POW/MIA flags are allowed 3) One sign advertising the house for sale is allowed 4) Celebratory, Holiday, or seasonal signs or flags shall be allowed for not more than one season 5) Political Election signs or flags referencing current candidates and ballot proposals shall be permitted for the 30 days

preceding, and one day after, an election. Not more than one sign or flag per candidate or ballot proposal is allowed. 6) Flags or signs for sports teams or educational institutions are allowed. All permitted signs or flags must be in compliance with City ordinances and regulations and all other governmental authorities having jurisdiction with respect thereto. No signs shall be larger than six (6) square feet. All permitted signs or flags shall be kept clean and in good repair during the period of its placement and maintenance on any Lot.

Section 19. Wells. No well shall be dug, installed or constructed on any Lot.

Section 20. Garbage and Refuse. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other materials. Waste shall be kept in sanitary trash containers properly sealed and concealed from public view, kept either within the Residence garage, entirely behind the rear of the Residence, or on the side of the Residence as long as the Trash containers will be maintained in such a way as to not become objectionable on account of odor or unsanitary conditions. All receptacles shall be located and maintained on an even, hard, surface base, or pad of cement, asphalt, or gravel. Trash containers may not remain elsewhere on the Lot except for such short periods of time as may be reasonably necessary to permit periodic trash collection. Trash shall be stored and handled in accordance with all applicable City ordinances.

Section 21. Antennas, Satellite Dishes, and Solar Panels. No outdoor television antennas or satellite dishes will be allowed except those permitted by the Federal Communication Commission's (FCC's) Over the Air Reception Devices Rule, as amended. To the extent outdoor television antennas or satellite dishes are permitted by the FCC's rule, the outdoor television antennas and satellite dishes shall be located in a place shielded from the roadways within the Subdivision, provided an acceptable quality can be obtained in such a place and such a placement does not delay or increase the cost of installation or of obtaining service. Solar Panels will be structurally attached to the roof, and predominantly flat to the surface.

Section 22. Vehicular Parking and Storage.

- A. **Permitted Vehicles in General.** Except as otherwise provided in this Section, only currently licensed automobiles, motorcycles (if not objectionable due to excessive noise or irresponsible operation), non-commercial pickup trucks, SUVs, and passenger vans, which are used as an occupant's primary means of transportation and not for any commercial purposes, may be parked or stored on any Lot or within the Subdivision. Unless parked fully in a Residence garage or except as otherwise provided in this Section, no trailers, commercial or recreational vehicles shall be parked or stored on any Lot or within the Subdivision. This would include, but is not limited to house trailers, commercial vehicles (as defined in subsection C below), boat trailers, watercraft, boats, motor homes, camping vehicles, camping trailers, trailers, snowmobiles, snowmobile trailers, recreational vehicles, non-motorized vehicles, off-road vehicles or all-terrain vehicles.
- B. **Temporary Presence.** The temporary presence of recreational/leisure vehicles and/or trailers is allowed within the Subdivision for purposes such as loading, unloading and cleaning, which in no event shall exceed seventy-two (72) hours in duration. The

Association shall not be responsible for any damages, costs, or other liability arising from any failure to approve the parking of or to designate a parking area for such vehicles.

- C. Commercial Vehicles. Commercial vehicles shall not be parked on any Lot or within the Subdivision (except as provided above) unless while making deliveries or pickups in the normal course of business. For purposes of this Section, commercial vehicles shall include vehicles or trucks with a curb weight of more than 7,800 pounds, overall length in excess of 21 feet, or with more than two axles, vehicles not designed or intended for personal transportation, or any vehicle either modified or equipped with attachments, equipment or implements of a commercial trade, including, but not limited to, material racks, tanks, spreaders, storage bins or containers, commercial towing equipment. Passenger vans, SUVs and pickup trucks used for primary transportation shall not be considered commercial vehicles provided they do not meet the definition of a commercial vehicle contained in this Section.
- D. Standing Vehicles, Repairs. Nonoperational vehicles or vehicles with expired license plates shall not be parked on any Lot or within the Subdivision, other than inside a Residence garage. Non-emergency maintenance or repair of vehicles shall be permitted in the Subdivision for up to 72 hours.

Section 23. Leasing.

A. Right to Lease.

1. An Owner may only lease their Residence for the same purposes as set forth in Article V, Section 1 and only if the Owner is in compliance with this Section 23,
2. No Owner shall lease less than an entire Residence, and all leases shall (i) be for an initial term of no less than one (1) year, (ii) require the lessee to comply with the Subdivision Documents,
3. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all the Subdivision Document provisions.

B. Procedures for Leasing. The leasing of Residences shall conform to the following additional provisions:

1. Compliance with Subdivision Documents. The tenant or non-Owner occupant shall comply with the Subdivision Documents.
2. Default by Tenant or Non-Owner Occupant. If the Board of Directors determines that a tenant or non-Owner occupant has failed to comply with the conditions of the Subdivision Documents, the Association may take the following action:

a. Notification. The Association shall notify the Owner by certified mail advising of the alleged violation. If the Owner refuses to accept the certified mail, the fifteen (15) days shall commence three (3) days after the date of mailing.

b. Time to Cure. The Owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged tenant or non-owner occupant breach or advise the Association that a violation has not occurred.

Section 24. Objectionable Sights. Structures or objects on the lot which have fallen into disrepair shall be repaired, replaced, or removed. The stockpiling and storage of building and landscape materials or equipment is prohibited on any Lot, except such materials and/or equipment as may be used within a reasonable length of time and for proper purposes. In no event shall the storage of materials extend for a period of more than thirty (30) days. No laundry drying equipment shall be erected or used outdoors and no laundry shall be hung for drying outside of the Residence. No “through the wall” or “through window” air conditioners may be installed in the Subdivision. No outside compressors for central air conditioning units may be installed or maintained in a manner which creates a nuisance to the residents of adjacent Residences.

Section 25. Rules and Regulations. The Board of Directors may make and amend reasonable rules and regulations consistent with the Subdivision Documents concerning the rights and responsibilities of Owners and the Association with respect to the use of the Common Areas or the manner of operation of the Association and of the Common Areas. Copies of all rules and regulations and any amendments shall be furnished to all Owners and shall become effective as stated in such rule or regulation. Any rule or regulation may be revoked at any time by the affirmative vote of more than twenty-five percent (25%) of all Owners in good standing.

Section 26. Cost of Enforcing Documents. Any reasonable costs, damages, expenses and reasonable attorneys’ fees incurred by the Association in enforcing any of the restrictions set forth in this Declaration may be assessed to, secured by a lien on the offending Owner's Lot and collected from the responsible Owner in the manner provided in Article IV for unpaid assessments.

ARTICLE VI ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. It is the intention and purpose of this Declaration to ensure that all Residences are of a similar quality, design, workmanship and materials. To that end, the Association may have an Architectural Control Committee if the Board establishes the same. If for any reason an Architectural Control Committee is not established or ceases to function, the Board of Directors shall function as the Architectural Control Committee. If constituted, the Board of Directors shall appoint the Architectural Control Committee members and shall hold such membership at the Board’s pleasure. The Board of Directors may remove any Architectural Control Committee member with cause.

Approval Required. Notwithstanding anything to the contrary contained in this Declaration, no building, fence, wall, retaining wall, deck, patio, drive, walk, swimming pool, outbuilding or other structure or improvement shall be commenced or erected,, nor shall any addition to, or change or alteration to any structure be made (including in color or design), nor shall any hedges, trees or substantial plantings be made, until plans and specifications showing the nature, kind, shape, height, materials, color scheme, location of the structure or improvement and the grading or landscaping plan of the area to be affected (if appropriate) shall have been submitted to and approved in writing by the Architectural Control Committee, and a copy of said plans and specifications, as finally approved, filed with the Association. All work shall be performed in accordance with the applicable governmental building codes, ordinances and regulations and with such further standards as set forth in this Declaration.

Section 2. Approval. The Architectural Control Committee approval shall be deemed given if the plans and specifications submitted for approval are marked or stamped as having been finally approved by the Architectural Control Committee and are dated and signed by two (2) Architectural Control Committee or Board members. The Architectural Control Committee has the right to enter into agreements with the Owner of any Lot(s) to deviate from any or all of the architectural or landscape related restrictions set forth in this Declaration. Any such deviation shall be evidenced by a written agreement and no such deviation or agreement shall constitute a waiver of any such restriction as to any other Lot or Owner.

Section 3. Limitation of Liability. The Board shall not incur any liability whatsoever for approving or failing or refusing to approve all or any part of any submitted plans, specifications and related materials.

ARTICLE VII ENFORCEMENT

Section 1. Compliance by Owners. Every Owner and every Owner's permittee shall comply with the restrictions and covenants set forth in this Declaration.

Section 2. Remedies for Default; Rights of Owners. Failure of an Owner or their permittees to comply with this Declaration shall be grounds for relief, which may include, without limitation, an action to recover sums due for damages, injunctive relief, foreclosure of Association's lien, or any combination of the foregoing. An Owner may maintain an action for injunctive relief or damages against any other Owner for noncompliance with this Declaration.

Section 3. Costs Recoverable from Owner. Failure of an Owner or their permittees to comply with this Declaration shall entitle the Association to recover from the Owner all damages, fines, expenses, pre-litigation costs, litigation costs and reasonable attorneys' fees (including pre-litigation, litigation and appellate costs and fees) incurred in obtaining their compliance with this Declaration. All such costs, damages, fines, expenses and reasonable attorneys' fees incurred may be assessed to and secured by a lien on the offending Owner's Lot. All costs and reasonable attorneys' fees the Association is entitled to recover or recoup from any Owner or

their permittees under this Section may be assessed to, secured by the lien on the Owner's Lot and collected from the responsible Owner(s) in the manner provided in Article IV of this Declaration.

Section 4. Association's Right to Abate. The violation of the Declaration shall also give the Association or its authorized agents the right, in addition to the rights set forth above, to enter upon the Common Areas and summarily remove and abate, at the expense of the Owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Declaration. Any costs or expenses arising out of this Section shall be assessed to, secured by the lien on the Owner's Lot and collected from the responsible Owner(s) in the manner provided in Article IV of this Declaration. The Association shall have no liability to any Owner or their permittee arising out of its exercise of its removal and abatement power granted hereunder.

Section 5. Failure to Enforce Rights. The failure of the Association or of any Owner to enforce any right, provision, covenant or condition that may be granted by the Declaration shall not constitute a waiver of the right of the Association or of any Owner to enforce such right, provisions, covenant or condition in the future.

Section 6. Cumulative Rights. All rights, remedies and privileges granted to the Association or any Owner pursuant to any terms, provisions, covenants or conditions of the Subdivision Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 7. Fines. The violation by any Owner or their permittees of any of the provisions of this Declaration, or any Architectural or Landscaping agreements with the Architectural Control Committee or the Board, shall be grounds for Assessment by the Association, acting through its Board of Directors, of monetary fines against the involved Owner. No fine may be assessed unless the amounts of any monetary fines have been adopted by rules approved by the Board of Directors. Thereafter, fines may be assessed only upon notice to the offending Owner and an opportunity for the Owner to remedy the violation, or to offer argument against the alleged violation. Upon finding a violation has occurred after an opportunity for hearing has been provided, the Board may levy a fine as is set forth in its rules. Any fine levied pursuant this Section shall be assessed against the Owner and shall be due and payable within 30 days. Failure to pay the fine will subject the Owner to all liabilities set forth in the Declaration Including, without limitations, those described in Article IV of this Declaration.

ARTICLE VIII GENERAL PROVISIONS

Section 1. Interpretation. The Article and Section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions and interpretation or construction.

Section 2. Severability. Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

Section 3. Effective Date. This Declaration shall become effective upon its recordation with the Oakland County Register of Deeds.

Section 4. Amendment. This Declaration may be amended, changed or added to at any time and from time to time upon the execution and recording of an instrument signed by the President of the Association and certifying that the amendment set forth in the instrument was adopted by a vote of at least $\frac{2}{3}$ of the Quorum.

Section 5. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation or Bylaws. The Articles of Incorporation shall take precedence over the Bylaws.

Section 6. No Public Right or Dedication. Nothing contained in this Amended and Restated Declaration shall be deemed to be a gift or dedication of all or any part of the Common Areas to the public, or for any public use.

Section 7. Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title, estate or interest or to any Lot or other property located on or within the Subdivision shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition, lien and covenant contained herein, whether or not any reference hereto is contained in the instrument by which such person acquired an interest in such Lot or other property.

[SIGNATURE AND ACKNOWLEDGEMENT ON FOLLOWING PAGE]

EXHIBIT A

**PLAT COMPRISING THE SUBDIVISION
COVERED BY THIS AMENDED AND RESTATED DECLARATION
(see attached)**

COMMON AREAS

Whispering Meadows South Park - #22-36-179-013
Whispering Meadows North Park - #22-36-127-029 and #22-36-127-012
T.X. Lareau Park - #22-36-253-013
Passway Park - #22-36-251-023
Whisper Park 1 - #22-36-251-039
Whisper Park 2 - #22-36-251-040

* Meadows East Park - #22-36-202-005

*Owned by City of Novi, but lawn maintained by WMHA