

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
WHISPERING MEADOWS RESIDENTIAL UNIT DEVELOPMENT

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, hereinafter referred to as "Whispering Meadows Declaration", made this 7th day of December, 1977, by KAUFMAN AND BROAD HOMES, INC., a Michigan corporation, hereinafter referred to as "Developer", whose address, for purposes hereof, is 18610 West Eight Mile Road, Southfield, Michigan:

WITNESSETH:

WHEREAS, Developer is the owner of certain real property situated in the City of Novi, Oakland County, Michigan, more particularly described in Exhibit A attached hereto and incorporated herein; and

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

WHEREAS, Developer desires to provide for the preservation of the value of and amenities in such residential community and for the preservation and permanent maintenance of the parks, open spaces and common facilities therein; and

WHEREAS, Developer desires to subject the real property described above to the covenants, restrictions, easements, charges and liens hereinafter set forth, each of which is for the

benefit of and shall run with and bind the said real property and each owner thereof; and

WHEREAS, Developer deems it desirable for the benefit of such residential community to create an agency to which shall be delegated and assigned the powers of maintaining and administering the parks, open spaces, common facilities and the Retention Basin; of administering and enforcing the covenants, restrictions, easements, charges and liens set forth in the Whispering Meadows Declaration and the Park Village Retention Basin Declaration; and of collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has caused, or will cause, to be incorporated under the laws of the State of Michigan, a nonprofit corporation for the purpose of exercising the powers and functions aforesaid;

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

ARTICLE I

DEFINITIONS

Section 1. The following words when used in the Whispering Meadows Declaration, or in any Supplemental Declaration for Whispering Meadows Subdivision, shall have the following meanings:

(a) "DEVELOPER" shall mean and refer to KAUFMAN AND BROAD HOMES, INC., a Michigan corporation, or its assigns, if such successors or assigns should acquire more than one unbuilt Lot, or one or more undeveloped parcels of land, for the purpose of development.

(b) "WHISPERING MEADOWS HOMEOWNERS ASSOCIATION" (hereinafter "WHMA" shall mean and refer to the proposed non-profit corporation and any successor thereto.

(c) "THE PROPERTIES" shall mean and include proposed Whispering Meadows Subdivision, as described in Exhibit A, which subdivision may be referred to herein as the "Existing Property", and such part(s) of additions thereto, hereinafter referred to as the "Additions to the Existing Property", as may hereafter be brought within the jurisdiction of WMHA by Developer, pursuant to the Whispering Meadows Declaration or any Supplemental Declaration hereto.

(d) "GENERAL DEVELOPER PLAN" shall mean and refer to the site plan for the Whispering Meadows Subdivision submitted to the City of Novi by Developer and shall include subsequent amendments thereto, as permitted by the appropriate ordinances of the City of Novi.

(e) "RUD PLAN" (Residential Unit Development) shall mean and refer to that portion of the general development plan, as the same may be amended from time to time, dealing with the proposed development of single-family housing and filed with the City of Novi as the RUD PLAN for Whispering Meadows. The precise number and configuration of proposed Lots may vary prior to final platting depending upon changes in the RUD Plan as such changes are approved by the City of Novi.

(f) "COMMON AREA(S)" shall mean and refer to those areas denoted as Park upon any recorded Plat of the Properties and intended to be owned by WMHA and to be devoted to the common use and enjoyment of the Owners of Lots in the Properties, and any improvements thereon.

(g) "Park Village retention Basin" shall mean and refer to the Retention Basin denoted as "Park Village Retention Basin" in the General Development Plan.

(h) "Park Village Retention Basin Declaration" shall mean and refer to the "Park Village Retention Basin Declaration of Covenants, Conditions and Restrictions", attached hereto and incorporated herein as Exhibit B.

(i) "LOT" shall mean and refer to any lot or proposed lot shown on a Plat or proposed Plat by the Developer of the Properties which is subject to these restrictions and which is restricted herein for residential purposes and for the construction thereon of a single-family dwelling, and shall include such dwelling when built.

(j) "OWNER" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot, or a land contract vendee, but not including any mortgagee unless and until such mortgagee shall have acquired such fee simple title pursuant to foreclosure or any proceeding or conveyance in lieu of foreclosure. Where more than one person or entity has an interest in the fee simple title to any Lot, or is land contract vendee, the interests of all such persons collectively shall be that of a single Owner. "Owner" shall not

include those having an interest in a Lot merely as security for the performance of an obligation.

(k) "MEMBER" shall mean and refer to all those Owners who are members of WMHA as hereinafter set forth.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is more particularly described in Exhibit A, which totals 446 proposed Lots.

Section 2. Additions to the Existing Property. Additional properties within the area bounded by the Existing Property on the south and west, Nine Mile Road on the north, and Haggerty Road on the east may be brought by Developer under and within the jurisdiction of WMHA, provided that such addition(s) is in accord with the RUD Plan, or as modified as provided herein, and provided that the City of Novi approves such modification as being generally in accord with the RUD Plan. The additions to the Existing Property herein authorized shall be brought under and within the jurisdiction of WMHA by means of supplemental Declaration(s) of Covenants and Restrictions, filed of record, with respect to each such addition, which shall extend to such properties the scheme of the covenants and restrictions contained in the Whispering Meadows Declaration, and which shall subject the Lots therein to assessment on the basis set forth herein. Neither the RUD Plan, the General

Development Plan nor the Whispering Meadows Declaration shall bind Developer to make the proposed additions to the Existing Property, or to adhere to the RUD Plan or General Development Plan in any subsequent development of the land shown thereon. Developer specifically reserves the right to delete any Common Area and substitute for it another Common Area within the Properties with the consent of the City of Novi, and the deleted Common Area(s) may be developed into Lots and dwellings or otherwise used as determined by Developer provided that such deletion and substitution is accomplished prior to the time the land involved is added to the Existing Property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner of a Lot which is subject to assessment shall be a Member of WMHA. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Voting Rights. WMHA shall have two classes of voting membership:

Class A. Class A Members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine

and so notify WMHA in writing prior to the vote, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Developer and shall be entitled to three (3) votes for each Lot owned. The existing Class B membership as expanded from time to time by any additions to the Existing Property shall terminate and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, provided, however, in the event Class B membership is so converted and additional property is thereafter added by the Developer to the Existing Property as provided herein, Class B membership shall be in effect for such additional properties.

(b) Such earlier time as shall be approved in writing by Developer.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON AREA(S)

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

Section 2. Title to Common Area(s). Developer may retain legal title to the Common Area(s) until such time as it has recorded a plat of subdivision within the Properties which includes all or a portion of the Common Areas(s). Prior to the conveyance of the first Lot in such plat, Developer hereby covenants that it shall convey the Common Area(s) lying within said plat to WMHA; free and clear of all liens and encumbrances, except easements and rights-of-way or record, and subject to the rights of use as provided in Articles IV and V herein.

Section 3. Extent of Members' Easements. The rights and easement of enjoyment of the Members created herein are, and shall

be, subject to the following:

(a) The right of WMHA to make rules and regulations governing the Common Areas(s);

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

(c) The right of WMHA to suspend the voting and enjoyment rights of any Member for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction by such Member of its published rules and regulations;

(d) The right of WMHA to dedicate or transfer all or any part of the Common Area(s) to any public agency, authority or utility for such purposes, subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer or determination as to the conditions thereof shall be effective unless an instrument signed by the holders of two-thirds (2/3) of each class of all outstanding Class A and Class B membership has been recorded, agreeing to such dedication or transfer and to the conditions thereof; and, provided further, that no such dedication or transfer or determination as to the conditions thereof shall be effective unless the prior consent thereto of the City of Novi, by and through its City Council, shall have first been obtained and, provided, further, that anything to the contrary notwithstanding, Developer shall have the right as may be needed to grant public or private easements or rights-of-way to public or private utilities or governmental bodies in, over or upon the Common Area(s) both before and after the conveyance of such Common Area(s) to WMHA; and

(e) The right of the Developer to allow reasonable inspection of the Common Area(s) by prospective home purchasers during the development period.

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

Section 5. WMHA and the City of Novi and their agents shall have a perpetual easement granting reasonable access to all Common Areas at all reasonable times for purposes of the maintenance of same.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessments. Developer, for each Lot owned within the Properties, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to WMHA: (1) annual assessments or charges and (2) special assessments for capital improvements. Such assessments are to be established and collected as hereinafter provided.

Section 2. Purpose of Annual Assessments. The annual assessments levied by WMHA shall be used exclusively for the purpose of promoting the recreation, health, 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.

Proposed Whispering Meadows Subdivision

Part of the North 1/2 of Section 36, Town 1 North, Range 8 East, being more particularly described as follows: Beginning at the North 1/4 corner of Section 36, Town 1 North, Range 8 East, thence along the North line of Section 36, North 89 degrees 06 minutes 41 seconds East 293.38 feet; thence South 00 degrees 53 minutes 19 seconds East 511.00 feet; thence Southerly 208.72 feet along a curve concave to the West (Radius of 486.00 feet, central angle of 24 degrees 36 minutes 22 seconds, long chord bears south 11 degrees 24 minutes 52 seconds West 207.12 feet); Thence South 23 degrees 43 minutes 03 seconds West 1.65 feet; thence South 50 degrees 53 minutes 28 seconds East 293.78 feet; thence South 70 degrees 53 minutes 28 seconds East 700.00 feet; thence South 34 degrees 53 minutes 22 seconds East 315.00 feet; thence North 89 degrees 06 minutes 41 seconds East 1427.00 feet; thence along the East line of Section 36, South 00 degrees 07 minutes 15 seconds East 1234.47 feet; thence along the East and West 1/4 line of Section 36, South 88 degrees 59 minutes 06 seconds West 2744.74 feet to the center post of Section 36, thence along the East and West 1/4 line of Section 36, South 88 degrees 54 minutes 57 seconds West 1323.49 feet; thence North 01 degrees 15 minutes 20 seconds West 2642.93 feet; thence along the North line of Section 36, North 88 degrees 50 minutes 54 seconds East 1367.14 feet to the point of beginning.

Tax Item No. 22-36-100-004

22-36-200-001 (part)

Notwithstanding anything to the contrary herein contained, in the event WMHA fails to effect the maintenance of the Common Area(s), 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.

Section 3. Amount of Annual Assessment. The amount of the annual assessment shall be fixed as provided in this Section.

(a) The initial annual assessment shall be Twelve and 00/100 (\$12.00) (\$12.00) Dollars per lot.

(b) For any year after the December 31 immediately following the conveyance of the first lot by Developer to an Owner, the Board of Directors may, without a vote of the membership, increase or decrease the annual assessment over or below that for the previous year by not more than 10%.

(c) For any year after the December 31 immediately following the conveyance of the first lot by Developer to an Owner, the annual assessment may be increased over that for the previous year by a percentage greater than 10% only by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

(d) 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.

Section 4. Special Assessments for Capital Improvements. 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, 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, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Uniform Rate of Assessments. Both annual and special assessments shall be fixed and established at the same rate for all Lots within the Properties; provided, however, that charges levied pursuant to the Park Village Retention Basin Declaration may vary among lots as required by that Declaration.

Section 6. Notice and Quorum for Action Authorized Under Section 3. Written notice of any membership meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all Members at least thirty (30) days in advance of such meeting and shall set forth the purpose thereof. At the first meeting so called under Section 3 hereof, the presence at the meeting of Members or of proxies entitled to cast fifty-one (51%) percent of all the votes of each of the outstanding

Class A and Class B membership shall constitute a quorum. If the required quorum is not present at such meeting, another meeting may be called, subject to the notice requirement set forth above, 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.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to each lot when such lot is included within a recorded Plat. The initial annual assessments shall be made for the balance of the calendar year and shall become due and payable on the balance of the calendar year and shall become due and payable on the date fixed for commencement. The amount of the annual assessment which may be levied for the balance of the term remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment specified in Section 3 hereof as the remaining number of months in that year bears to twelve (12). The same reduction in the amount of assessment and method of computation thereof shall apply to the first assessment levied against any other than assessments and payable property which becomes subject to assessment at a time the beginning of any assessment period. The annual for any year, after the first year, shall become due on the first day of January of said year, provided, however, that the Board of Directors, in its discretion, may establish an installment program for payments of the annual assessment and may charge interest in connection therewith, but

the full annual assessment shall be deemed a lien on January 1 of each year after the first year of assessment.

Section 8. Duties of Board of Directors. The Board of Directors of WMHA, subject to the limitations set forth in Sections 3, 4 and 5 hereof, shall fix the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance such period and shall, at time, prepare a roster of the Lots and the assessments applicable thereto which shall be kept in the office of WMHA and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. WMHA shall, upon demand and payment of a reasonable charge, furnish to any Owner liable for such assessment(s) a certificate in writing signed by an officer of WMHA, setting forth whether such assessment has been paid.

Section 9. Effect of Non-Payment of Assessment; Personal Obligation of the Owner; the Lien; Remedies of WMHA. If any assessment is not paid on the date when due, then such assessment shall become delinquent and the lien therefor shall, together with such interest thereon and costs of collection thereof as hereinafter provided, become a continuing lien on such Lot which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment(s) shall remain his personal obligation for the statutory period, and such personal obligation shall not pass to his successors in title unless expressly assumed by them. Any successor in title may obtain from WMHA a written statement as to any unpaid assessments on such Lot and such

statement shall be binding upon WMHA. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of seven (7%) percent per annum and WMHA may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and there shall be added to the amount of such assessment(s) the cost of preparing and filing the complaint in such action or in connection with such foreclosure and, in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the cost of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot, pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Exempt Property. The Common Area(s) shall be exempt from any and all assessments, charges, liens and special assessments imposed hereunder.

Section 12. The initial cost of development of the Common Area(s) shall be borne by Developer.

Section 13. Retention Basin Maintenance Charges. WMHA shall collect, and is hereby deemed to agree to collect, the Retention Basin maintenance charges set forth in Article IV of the Park Village Retention Basin Declaration, and shall apply, and is hereby deemed to agree to apply, the funds so collected in accordance with Articles III and IV of the aforesaid declaration. The Retention Basin maintenance charges shall be deemed an assessment in addition to all other assessments hereunder and shall be enforceable as an assessment hereunder.

ARTICLE VI

RESTRICTIONS ON USE AND OCCUPANCY

Section 1. Land Use and Building Type. No Lot shall be used for other than one-family residential purposes or model home purposes and no dwelling shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed the maximum height or number of stories set forth in the appropriate ordinances of the City of Novi. A private garage or carport for not more than three (3) cars may be permitted on each Lot; such garage or carport may be attached to the dwelling.

Section 2. Architectural Control. After completion of the initial house on the Lot by Developer no addition thereto or other building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by an Architectural Control Committee appointed by the Board of Directors as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any Lot unless similarly approve. The Committee's approval or disapproval as are required in these Covenants shall be in writing. In the event the Committee fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it or, in any event, if no suit to enjoin the construction has been commenced within thirty (30) days after the commence thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. At least one (1) Class A Member shall be appointed to the Architectural Control Committee.

Section 3. Dwelling Size. The main structure of any dwelling erected, altered, placed or permitted to remain on said property shall contain a total floor area of not less than the minimum number of square feet set forth in the appropriate ordinances of the City of Novi. Garages, whether or not an integral part of or connected to arcades or any dwelling, open or enclosed porches, breezeways, other similar types of construction and steps shall not be considered a part of any such dwelling in computing floor area.

Section 4. Building Location. No building shall be located on any Lot nearer to the front lotline than thirty (30') feet. No building on any corner lot shall be located nearer to the side street lotline than thirty (30') feet. The side yard on each side of every principal dwelling shall be as provided in the appropriate ordinance of, or as otherwise permitted by, the City of Novi. For the purposes of this Section, eaves, steps and open porches shall not be considered as a part of a building.

Section 5. Lot Area and Width. Nothing contained herein shall be so construed as to prevent any Owner of property from erecting a permitted type of residential dwelling on a parcel of land, without reference to the platted lotlines, other than to observe the setback requirements hereinabove described from front and other property lines, provided that no single residence dwelling, and then only one of such permitted dwellings, shall be erected, placed or permitted to remain on any parcel of land which does not have an area of at least nine thousand six hundred (9,600) square feet and a width of not less than eighty (80') feet at the front or rear building line and which shall comply with the other zoning and subdivision requirements of the City of Novi.

Section 6. Easements. Easements for the construction, installation and maintenance of public utilities, and for surface drainage facilities, and for sanitary sewer, storm sewer and water main facilities, are reserved as shown on the recorded plat and/or as may otherwise appear of record and as set forth herein. In addition, easements are hereby specifically reserved to Developer, in, through and across a strip of land six (6') feet in width along all real lotlines and in, through and

across a strip of land three (3') feet in width along all side lotlines for the installation, where necessary, and maintenance of telephone and electric lines and conduits, sanitary and storm sewers, water mains, gas lines and for surface drainage purposes, and for the use of any public utility service deemed necessary or advisable by the Developer.

The use of easements or parts thereof may be assigned by Developer at any time, to any person, firm corporation, governmental agency or municipal authority or department furnishing one or more of the foregoing services and/or facilities, and any such easement herein reserved may be relinquished and waived, in whole or in part, by Developer by the filing of record of an appropriate instrument of relinquishment. Within all of the foregoing easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such service facilities and utilities, including underground electrical and telephone local distribution systems, or which may change, obstruct or retard the flow of or direction of water in and through drainage channels in the easements, nor shall any change which may obstruct or retard the flow of surface water or be detrimental to the property of others be made by the occupant in the finish grade of any Lot once established by Developer upon completion of construction of the house thereon. The easement area of each Lot and all improvements in it shall be maintained in a presentable condition continuously by the Owner of the Lot, except for those utilities for which a public authority or utility company is responsible, and the Owner of the Lot shall be liable for damage to service facilities and utilities thereon, including damage to electric, gas and telephone distribution lines and facilities there in Drainage ditches not located or to be constructed in the subdivision shall not

be drained, filled, altered, changed, dammed or widened without the express written consent of the Architectural Control Committee and a permit from the City of Novi.

Section 7. Exterior Antennas. No radio or other aerials or antennas, except for television antennas, shall be constructed or erected upon the exterior of any dwelling on any Lot or upon any Lots without the express written consent of the Architectural Control Committee.

Section 8. Temporary Structures. No house trailers, commercial vehicles or trucks, boat trailers, boats, camping vehicles or camping trailers may be parked on or stored on any Lot in the Subdivision, unless stored fully enclosed within an attached garage or a structure approved by the Architectural Control Committee. Except as provided above, commercial vehicles and trucks shall not be parked in the Subdivision or on any Lot therein, except while making normal deliveries or pickups in the normal course of business. The foregoing provisions of this Section shall not apply to activities by a builder during the sales and construction period. - No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any Lot at any time as a residence either temporary or permanent.

Section 9. Signs. Only the following signs may be displayed to the public view on any structure or on any Lot: (1) one nonilluminated sign of not more than six (6) square feet in area pertaining to the sale or rental of the premises upon which is maintained; (2) those signs used by Developer to advertise the property during the construction and sales period; and

(3) no more than two nonilluminated no trespassing, safety or caution signs, each of which is not over two (2) squarefeet in area.

Section 10. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. This shall not apply to homes in the course of construction.

Section 11. Livestock and Poultry. No animals, livestock, birds or poultry of any kind shall be raised, bred or kept on any Lot; except that dogs, cats or other common household pets may be kept provided that they are either kept within a fenced enclosure when outside the dwelling or are on leash, and provided that they are not bred, kept or maintained for any commercial purposes.

Section 12. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or waste shall not be kept except in closed sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 13. Sight Distance at Intersections. No fence, wall, structure, planting or obstruction shall be erected, established or maintained 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 and in no case shall their height be more than two (2') feet except that shade tree with

side branches at least eight (8') feet above the ground shall be allowed.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Amendment. The covenant and restrictions of the Whispering Meadows Declaration shall run with and bind the land, for a term of twenty (20) years from the date the Whispering Meadows Declaration is recorded, after which time they shall automatically extended for successive periods of ten (10) years. The Whispering Meadows Declaration maybe amended by Developer until such time as fifty (50%) percent of the Lots have been conveyed by Developer to the owners and thereafter by an instrument signed by not less than fifty-one (51%) percent of the Lot owners, provided, however, that no such amendment shall be effective unless signed by Developer if Developer still owns any Lots, and also provided, however, that no amendment affecting in any way the Common Area(s) within the properties shall be effective unless the prior consent of the City of Novi, Oakland County, Michigan and through its City Council shall have first been obtained.

Section 2. Notices. Any notice required to be sent to any member or owner under the provisions of the Whispering Meadows Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of WMHA at the time of such mailing.

Section 3. Enforcement. Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or person violating or attempting to violate any Covenant or Restriction, to restrain the violation and/or to recover damages, and against the land to enforce any lien created by these Covenants and failure by WMHA or any owner to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one or more of these Covenants or Restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 7th day of December, 1977.

In the presence of:

KAUFMAN AND BROAD HOMES, INC.

Patricia A. Stanley

By _____
Philip McCafferty
Its President

Vicki A. Rhoades