

**DECLARATION OF RESTRICTIONS**

**FOR**

**BROOKDALE WEST SUBDIVISION**

WHEREAS, the undersigned, WALTON DEVELOPMENT COMPANY, a Michigan Corporation, of 3250 West Big Beaver Road, Suite 526, Troy, Michigan, 48084, hereinafter referred to as "Declarant", being the owner of the lands hereinafter described, and hereinafter referred to as "The Subdivision", desires to create a planned community with private parks called "Common Area", for the benefit of all residents of The Subdivision, located in the Township of Avon, Oakland County, Michigan, and more particularly described as:

Lots 1 through 182 of Brookdale West Subdivision, according to the Plat thereof, recorded in Liber 164, Pages 30 through 32 inclusive of Plats, Oakland County Records; and

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values and amenities in The Subdivision and for the maintenance of the Common Area, and to this end desires to subject The Subdivision and the Common Area to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of The Subdivision and each owner of a lot therein; and

WHEREAS, it is necessary for the efficient preservation of the values and amenities in The Subdivision to create a legal entity to own, maintain and administer the Common Area and facilities that may be constructed thereon, the storm water retention areas and The Subdivision entrance walls, and to collect and disburse the assessments and charges hereinafter created, as well as to promote the recreation, health, safety and welfare of the residents.

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 Subdivision, the undersigned Declarant for itself, its successors and assigns does hereby publish and declare and make known to all intending purchasers and future owners of the various lots comprising The Subdivision, that the same will and shall be used, held, and/or sold expressly subject to the following conditions, restrictions, covenants and agreements 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 individual lots in The Subdivision, and on their respective heirs, personal representatives, successors and assigns.

THERE IS HEREBY ESTABLISHED the BROOKDALE WEST HOMEOWNER'S ASSOCIATION consisting of the Owners of lots 1 through 182, inclusive of Brookdale West Subdivision, such Association to be organized within sixty (60) days following the recording of these restrictions as a non-profit corporation for a perpetual term under the laws of the State of Michigan. The Association shall exercise the authority and assume the obligations set forth in a certain Agreement between the Declarant and the Township of Avon, dated JANUARY 24, 1979, and recorded in Liber 7473, Pages 213 through 220 inclusive, Oakland County Records. The Association shall also have such other powers as are granted to it by these Restrictions and as shall be set forth in its By-Laws.

## ARTICLE I

### DEFINITIONS

Section 1. "Association" shall mean and refer to the BROOKDALE WEST HOMEOWNER'S ASSOCIATION, a Michigan Non-Profit Corporation, its successors and assigns.

Section 2. "Owner" Shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to a lot, including land contract purchasers, but excluding those having such interest merely as security for the performance of an obligation. When more than one person or entity has an interest in the fee title of a lot, the interest of all such persons collectively shall be that of a single Owner.

Section 3. "Common Area" shall mean those areas of land shown on the recorded Plat of The Subdivision (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association is described as follows:

See attached Exhibit "A"

Section 4. "Lot" shall mean and refer to any numbered lot shown on any recorded Plat of The Subdivision, excepting therefrom the Common Area.

Section 5. "Declarant" shall mean and refer to WALTON DEVELOPMENT COMPANY, a Michigan Corporation, its successors and assigns.

Section 6. "Declaration" shall mean and refer to this Declaration of Restrictions, as recorded in the office of the Oakland County Register of Deeds, State of Michigan.

Section 7. "Member" shall mean and refer to those persons entitled to membership in The Association, as provided in this Declaration.

## ARTICLE II

### DEDICATION OF COMMON AREA

Declarant hereby dedicates and conveys to each Owner a right and easement of enjoyment in and to the Common Area and hereby covenants that it will convey fee simple title to the Common Area to The Association, free and clear of all encumbrances and liens, except easements of record, within one (1) year from the date of this Declaration, at which time any and all responsibility and liability with respect to the property conveyed, including by way of illustration and not limitation, payment of taxes, assessments and maintenance, shall cease and terminate as to the Declarant and shall pass to and rest upon and be assumed by the grantee Association and its members in accordance with the membership obligations as herein elsewhere set forth and a certain Agreement between the Declarant and the Township of Avon, dated JANUARY 24, 1979 and recorded in Liber 7473, Pages 213 through 220, inclusive, Oakland County Records, the Association By-Laws, and the rules and regulations provided therefore.

## ARTICLE III

### PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, whether or not specifically set forth in the deed of conveyance of said lot, subject to the following provisions:

- a. the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- b. the right of the Association to suspend the voting rights and the right to use the recreational facilities by an Owner for any period during which any assessment against the Owner's lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- c. the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by a majority of the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been signed by a majority of the members has been recorded 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 Township of Avon by and through its Township Board of Trustees shall have first been obtained.
- d. the Common Area may be used for recreation hiking, nature study, picnicking, or other uses for the benefit of its members which may be determined by the Association. Recreational Facilities, including but not limited to, picnic shelters, grills and fireplaces, playground equipment and similar items; may be constructed in the Common Area by the Association or the Declarant. Nothing in this paragraph, however, shall be construed to create an obligation to construct any recreational facilities by the Association or the Declarant. All members of the Association, and guests accompanying said members, shall have equal access to the Common Area and all facilities located thereon, subject to rules and regulations established by the Association, including, but not limited to the right to place limitations on the number of guests or to prohibit guests at certain prescribed times.

Section 2. Delegation of Use. Any Owner may delegate in accordance with the By-Laws, his right of enjoyment in and to the Common Area and facilities to the member's family, his tenant(s), or his land contract purchases.

## ARTICLE IV

### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a lot in The Subdivision shall be a mandatory member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant and its builder/purchasers. Class A members shall have no voting rights until the first to occur of the following:

- a. The Class A members having attained at least seventy five (75%) percent or more of the number of votes of the original Class B members as hereinafter defined.
- b. The arrival of January 1, 1983.

Upon the happening of the first to occur of said events, the Class A members shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons collectively shall be members, and the vote for each such lot shall be exercised as they determine; provided that in no event shall more than one vote be cast with respect to any one lot.

Class B. The Class B members shall be the Declarant and/or its builder/purchasers. Class B members shall be entitled to one vote for each lot owned.

## ARTICLE V

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual general assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual general and special assessments, together with interest thereon, collection costs, including reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest thereon, costs of collection thereof, including reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to a successor in title unless expressly assumed by them, but shall remain a lien upon the property, unless paid. For the purpose of assessment, the term "Owner" shall exclude Declarant and any builder or developer who purchases a lot of the purpose of constructing improvements thereon for resale on an Owner.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in The Subdivision and in particular for the improvement and maintenance of the Common Area and facilities in The Subdivision.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the Conveyance of the first lot in The Subdivision to any Owner, the maximum annual assessment shall be Fifty and 00/100 (\$50.00) Dollars per lot.

- a. From and after January 1 of the year immediately following the conveyance of the first lot in the Subdivision to an Owner, the maximum annual assessment may be increased each year not more than 5 (5%) percent above the maximum assessment for the previous year without a vote of the membership.
- b. From and after January 1 of the year immediately following the conveyance of the first lot in The Subdivision to an Owner, the maximum annual assessment may be increased above five (5%) percent by a vote of two-thirds (2/3) of each class of members who are entitled to vote, in person or by proxy, at a meeting duly called for that purpose.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association 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 any improvement upon the Common Area including fixtures and personal property, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are entitled to vote, in person or by proxy, at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Actions Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly or an annual basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for therein shall commence as to all lots on the first day of the month following the conveyance of the first lot in The Subdivision of an Owner who is not the declarant, a builder or a developer under the provisions of Section 1, of this Article. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year and shall be collected at the time of the Owners permanent closing on his lot. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six (6%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, foreclose the lien against the property, or pursue any other remedy provided by law or in equity. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. Exempt Property. All Common Area and all other property exempt from taxation by state or local governments and dedicated for public use shall be exempt from the assessments, charge and lien created herein.

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. The sale or transfer of any lot pursuant to mortgage foreclosure proceedings or a

judgement of foreclosure, shall extinguish the lien of such assessments as to payments which became due prior to such foreclosure sale but shall not relieve such lot from liability for any future assessments thereafter becoming due or from the lien thereafter created.

## ARTICLE VI

### BUILDING AND USE RESTRICTIONS FOR THE SUBDIVISION

Section 1. Use of Property. All lots within The Subdivision shall be used for single residence purposes only, and no building of any kind whatsoever shall be erected, re-erected, moved, or maintained on any lot in The Subdivision except one detached single family dwelling and appurtenant buildings on each lot, as hereinafter provided. Such dwelling shall be designed and erected for occupation by a single private family. 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. No garage shall provide space for less than two (2) automobiles. Carports are specifically prohibited.

Section 2. Dwelling Quality and Size. It is the intention and purpose of these Covenants to assure that all dwellings in Brookdale West Subdivision shall be of a quality of design, workmanship and materials approved by Declarant. All Dwellings shall be constructed in accordance with the applicable governmental Building Code and with more restrictive standards that may be required by Declarant. The minimum ground floor area of the dwelling, exclusive of attached garages, open terraces and breezeways, shall be:

- a. For one story dwellings – not less than 1800 square feet.
- b. For one and one-half story dwellings – not less than 1400 square feet on the first floor and not less than 1000 square feet on the second floor.
- c. For two story dwellings – not less than 1400 square feet on the first floor and not less than 1200 square feet on the second floor.
- d. Tri-levels shall be computed using the total square footage of the two uppermost levels. Bi-levels shall be computed using the total square footage of that floor at or above the approximate grade of the street abutting the front yard line. The total square footage so computed for the tri-levels and bi-levels shall be equal to at least the minimum square foot requirements for one floor residence, as herein provided.

Section 3. Minimum Yard Requirements. No building on any lot in The Subdivision shall be erected nearer than:

- a. Thirty (30) feet from the front lot line; nor
- b. Ten (10) feet from each side lot line; nor
- c. Thirty five (35) feet from the rear lot line; nor
- d. Thirty (30) feet from the side lot line abutting a street on corner lots.

Approval of a variance by the Avon Township Zoning Board of Appeals permitting rear or side yards smaller than the above minimums shall be deemed a valid waiver of this restriction.

Section 4. Animals. No farm animals or wild animals shall be kept, bred or harbored on any of the said lots. No animals shall be kept, bred or maintained on any lot, excepting that household pets may be kept for the use by the Owner and members of his family. No animals shall be kept on the

premises for any commercial purpose. Household pets shall have such care so as not to be objectionable or offensive due to noise, odor or unsanitary conditions.

Section 5. Wells. No well shall be dug, installed or constructed on any of the lots in The Subdivision.

Section 6. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) 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.

Section 7. Easements.

- a. Easements for the installation and maintenance of utilities, underground television master antenna line, and underground sewage, water and drainage lines, and surface drainage swales, are reserved to Declarant, its successors and assigns, as shown on the recorded Plat, and also in, on, under and over a strip of land six (6) feet in width on each side of, and along all rear and side lot lines. The use of all or a part of such easements may at any time or times hereafter be granted or assigned by Declarant, its successors or assigns, to any person, firm corporation, governmental unit or agency which furnishes such services or utilities. No building may be constructed or maintained over or on any easements; after the aforementioned utilities have been installed, planting or other lot line improvements shall be allowed, so long as they do not interfere with, obstruct, hinder, or impair the drainage plan of The Subdivision and so long as access be granted, without charge or liability for damages, for the maintenance of the utilities or the underground drainage lines as installed, and/or for the installation of additional facilities.
- b. Private easements for public utilities have been granted and reserved on the Plat of The Subdivision.

Section 8. Temporary Structures. Trailers, tents, shacks, barns, or any temporary building of any description whatsoever, are expressly prohibited within The Subdivision, and no temporary residence shall be permitted in an unfinished residential building, unless the occupant has attained a temporary certificate of occupancy from the Township of Avon. However, 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 is permitted.

Section 9. General Conditions.

- a. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and all of the foregoing shall be kept in sanitary containers

property sealed and concealed from public view. Garbage containers shall not be left at the road for more than twenty four (24) hours in any one week.

- b. No housetrailers, commercial vehicles, 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. 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 courses of business.
- c. 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. The yard drainage and grade of all lots in The Subdivision shall be maintained in accordance with the grading plan on file with the Township.
- e. No "through the wall" air conditioners may be installed on the front wall of any building in The Subdivision.
- f. No outside compressors for central air conditioning units may be located other than in the rear yard and must be installed and maintained in such a manner so as to create no nuisance to the residents of adjacent dwellings.
- g. No home occupation or profession shall be conducted in any dwelling or accessory building thereto located in Brookdale West Subdivision. No noxious offensive activity shall be carried on, in or upon any premises, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.
- h. No above ground swimming pools shall be permitted. A children's wading pool, not more than six (6) feet in diameter, and not more than two (2) feet high, which requires no mechanical or electrical filtration system, shall be permitted if utilized on a seasonal basis behind the dwelling, wherein it is not visible from the street and provided that same is removed and stored within the dwelling by September 30<sup>th</sup> of each year.
- i. In ground pools shall be located and landscaped so as not to be visible from any street and shall conform to all requirements of Avon Township.

Section 10. Sales Agency and/or Business Office. Notwithstanding anything to the contrary elsewhere herein contained, Declarant 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 lots in The Subdivision which it or they may select, or may use a model house for such purposes, and Declarant and such designated builder or builders may continue to do so until such time as all of the lots in The Subdivision in which Declarant or such other designed builder or builders have an interest, are sold.

Section 11. Lease Restrictions. No owners of any of the lots in The Subdivision shall lease and/or sublet less than the whole of any dwelling.

Section 12. Exterior Surface of Dwellings. Not less than fifty (50%) percent of the visible walls of all dwelling structures in The Subdivision shall be constructed of wood, brick, brick veneer and/or stone in any combination. Stucco, aluminum or vinyl siding and/or ledge rock may also be used, so long as any combination of these materials does not exceed fifty (50%) percent of the total of all visible exterior

walls. The use of cement block, slag, imitation brick, cinder block and/or asphalt siding is expressly prohibited. Windows shall not be included in calculating the total area of visible exterior walls.

Section 13. Fences.

- a. No fence, wall or solid hedge may be erected, grown or maintained in front of or along the front building line of any lots; provided, however that low ornamental fencing along the front lot line in architectural harmony with the design of the house, may be erected. The side lot line of each lot in The Subdivision which faces a street shall be deemed to be a second front building lot 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.
- b. No fence or wall may be erected or maintained on or along the side lines of any lot, and/or on or along the rear line of any lot, except fences which are required and within the height limitations therein required by local ordinance to enclose in ground swimming pools, or are otherwise required or permitted by the Township of Avon.
- c. All portions of the lots lying in front of the residential building as hereinbefore set forth shall be used for ornamental purposes only.

Section 14. Signs. No sign or billboard shall be placed, erected, or maintained on any lot in The Subdivision, except:

- a. One sign advertising the lot, or the house and lot 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 not more than three (3) feet above the ground; provided, however that such sign shall have been constructed and installed in a professional manner; and
- b. Political signs erected in compliance with the applicable Avon Township Ordinance.

The provisions of this paragraph shall not apply to such signs as may be installed or erected on any lot by Declarant, or any builder which it may designate during the construction period, or during such periods as any residence may be used as a model or for display purposes.

Section 15. Destruction of Building by Fire, etc. Any debris resulting from the destruction in whole or in part of any dwelling or building on any lot in The Subdivision shall be removed with all reasonable dispatch from such lot and property in order to preserve the sightly condition of The Subdivision.

Section 16. Landscaping. Upon the completion of a residence on any of the lots in The Subdivision the Owner thereof, (and the word "Owner", as used in this connection, means the party who purchases a residence from the builder thereof and each subsequent purchaser), shall cause the lot owned by him to be finish-graded and seeded or sodded and suitably landscaped as soon after the completion of construction as weather permits. The lot and the drainage ditch, if any, contiguous to

each lot shall be kept free of weeds by the Owner thereof. All landscaping and lawns shall be well-maintained at all times.

Section 17. Driveways. Access driveways and other paved areas for vehicular use on a lot shall have a base of compacted gravel, crushed stone or other approved base material and shall have a wearing surface of asphalt or concrete, or the equivalent thereof.

?? GENERALIZATION ?? / COPY TO DIFFICULT TO FIGURE OUT

Section 1. Enforcement. The Association or any Owner, shall have the right to enforce, by and proceeding at law or in equity, including the attainment of injunctive relief, all restrictions, conditions, covenants, reservations, liens and charges now or thereafter imposed by the provisions of this Declaration. Failure by the Association or by 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 2. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of then (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the lot Owners and the Township of Avon and thereafter by an instrument signed by not less than seventy five (75%) percent of the lot Owners and the Township of Avon. Any amendment must be recorded with the Oakland County Register of Deeds.

Section 4. Annexation of Additional Lots and Common Area. Additional residential lots and Common Area may be annexed with the consent of two-thirds (2/3) of each class of members entitled to vote.

Section 5. Assignment of Transfer of Rights and Powers. Any or all of the rights and powers, titles, easements and estates hereby reserved or given to Declarant, may be assigned by it to the Association composed of the Owners of the properties in The Subdivision. Any such assignment or transfer shall be made by appropriate instrument, in writing, in which the assignee shall join for the purpose of evidencing its consent to the acceptance of such powers and rights, and such assignee shall thereupon have the same rights and powers, and be subject to the same obligations and duties as herein given and reserved to and assumed by Declarant in connection with the rights, powers, and easements so assigned, and such instrument, when executed by such assignee shall without further act release said Declarant from the obligations and duties in connection therewith.

Section 6. Deviations by Agreement with Declarant. Declarant hereby reserves the right to enter into agreements with the grantee of any lot or lots (without the consent of grantees of other lots or adjacent property) to deviate from any or all of the Covenants set forth in Article VI, provided there are practical difficulties or particular hardships evidenced by the grantee, and any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of any such Covenant as to the remaining real estate in Brookedale West Subdivision.

Section 7. If a court of competent jurisdiction shall hold invalid or unenforceable any part of any Covenant or provision contained in this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration which shall remain in full force and effect.

Section 8. Each Owner of a lot in Brookdale West Subdivision shall file the correct mailing address of such Owner with Declarant and shall notify Declarant promptly in writing of any subsequent change of address. Declarant shall maintain a file of such addresses and make the same available to the Association. A written or printed notice, deposited in the United States Post Office, postage prepaid, and addressed to any Owner at the last address filed by such Owner with Declarant shall be sufficient and proper notice to such Owner wherever notices are required in this Declaration.

## ARTICLE VIII

Section 1. Architectural Controls.

- a. It is understood and agreed that the purpose of architectural controls is to promote an attractive, harmonious residential development having continuing appeal. Until the construction plans and specifications are submitted to and approved in writing by Declarant, (i) no building, fence, wall, in ground swimming pool, or other structure shall be commenced, erected or maintained, nor (ii) shall any addition, change or alteration therein be made except for interior alterations, nor (iii) shall exterior color changes be made. The said construction plans and specifications shall show the nature, kind, shape, height, materials, color scheme (including samples of exterior building materials upon request), location on lot, approximate cost of such building or other structure, including in ground swimming pools, and he grading and landscaping plans of the lot to be built upon. Declarant shall have the right to refuse or to approve any such construction plans or specifications, grading plan, landscape plan, or in ground swimming pool plan, which are not suitable or desirable, in the opinion of Declarant, for aesthetic or other reasons; and in so passing upon such construction plans and specifications, grading plan or landscape plan, Declarant shall have the right to take into consideration the suitability of the proposed building or other structure with the surroundings, and the effect of the building or other structure on the outlook from adjacent or neighboring properties. In no instance shall a building of a design exactly the same as any other in Brookdale West Subdivision be permitted, except as permitted by Declarant.
- b. All plans, specifications and other material shall be filed in the office of Declarant, located at 3250 West Big Beaver Road, Suite 526, Troy, Michigan, 48084, for approval or disapproval. A report in writing setting forth the decisions of Declarant, and the reasons therefor shall thereafter be transmitted to the applicant by Declarant, within thirty (30) days after the date of filing complete plans, specifications and other material by the applicant. Declarant will aid and collaborate with prospective builders and make suggestions from preliminary sketches. Prospective builders are encouraged to submit preliminary sketches for informal comment prior to the submittal of architectural drawings and specifications for approval. In the event Declarant shall fail to approve or disapprove, within thirty (30) days after complete submission, the final plans,

specifications and other material of applicant, as required herein, approval shall not be required, and the related requirements of this Declaration shall be deemed to be complied with.

IN WITNESS WHEREOF, the undersigned, being all of the parties with an ownership interest in the lands hereinabove described, have caused these presents to be executed on this 10<sup>th</sup> day of October, 1978.

In the presence of:

Margie D. Benesh, Barbara Richards

WALTON DEVELOPMENT COMPANY, a Michigan Corporation by Gary Menzel, Secretary

STATE OF MICHIGAN)

)SS.:

County of Oakland)

On this 10<sup>th</sup> day of October, 1978, before me, the subscriber, a Notary Public in and for said County, personally appeared Gary Menzel, to me personally known, who being by me duly sworn did say that he is he Secretary of the WALTON DEVELOPMENT COMPANY, a Michigan Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed in behalf of said Corporation, by authority of its Board of Directory, and Gary Menzel acknowledged said instrument to be the free act and deed of said Corporation.

Barbara Richards, Notary Public

Oakland County, Michigan

My Commission Expires: 3/ ?????

Drafted By: Robert A Jacobs, Esq.  
2900 West Maple Road  
Troy, Michigan 48084

When Recorded, Return To: THELMA G. SPENCER, CLERK  
CHARTER TOWNSHIP OF AVON  
P.O. BOX 250  
ROCHESTER, MI 48063