

INDEX

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS		
ARTICLE I	DEFINITIONS .....	PAGE 1
ARTICLE II	PROPERTY RIGHTS .....	2
	1. Owners' Easements of Enjoyment .....	2
	2. Delegation of Use .....	2
ARTICLE III	MEMBERSHIP AND VOTING RIGHTS .....	2
ARTICLE IV	COVENANT FOR MAINTENANCE ASSESSMENTS .....	3-4
	1. Creation of the Lien and Personal Obligation of Assessments...	3
	2. Purpose of Assessments .....	3
	3. Maximum Annual Assessment .....	3
	4. Special Assessments for Capital Improvements .....	3
	5. Notice and Quorum for Any Action Authorized under Sections 3 and 4 ...	3
	6. Uniform Rate of Assessment.....	4
	7. Date of Commencement of Annual Assessments: Due Dates.....	4
	8. Effect of Nonpayment of Assessments: Remedies of the Association.....	4
	9. Subordination of Lien to Mortgages ..	4
ARTICLE V	BUILDING AND USE RESTRICTIONS.....	4-8
	1. Land Use and Building Type .....	4-5
	2. Size and Height .....	5
	3. Location of Structure .....	5
	4. Type of Construction.....	5
	5. Temporary Buildings .....	5
	6. Driveways .....	5
	7. Lot Area and Width .....	5
	8. Easements .....	6
	9. Utilities .....	6
	10. Fences .....	6
	11. Swimming Pools .....	6
	12. Park and Lake Area .....	6
	13. Pets and Animals .....	6
	14. Construction Time.....	6
	15. Site Work.....	6
	16. Lot Maintenance.....	7
	17. Signs .....	7
	18. Antennas .....	7
	19. Garbage and Refuse Disposal .....	7
	20. Lighting .....	7
	21. Mailboxes .....	7
	22. Firearms.....	7
	23. Recreational Vehicles .....	7
	24. Grade Changes.....	7
	25. Architectural Board of Review.....	7
	26. Appeal Procedure.....	8
ARTICLE VI	INCORPORATION AS VILLAGE .....	8-9
ARTICLE VII	GENERAL PROVISIONS .....	9
	1. Enforcement.....	9
	2. Severability.....	9
	3. Amendment.....	9
	4. Annexation.....	9

1991 RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR TRAVIS POINTE SOUTH

DECLARATION, made by TRAVIS PROPERTIES, INC., a Michigan corporation, of 3400 Travis Pointe Road, Suite A, Ann Arbor, Michigan 48108 (hereinafter referred to as the Developer) the owner of certain property in Lodi Township, Washtenaw County, Michigan described as TRAVIS POINTE SOUTH, a subdivision of part of the South 1/2 of Section 24, Township 3 South, Range 5 East, according to the plat thereof as recorded in Liber 23 of Plats, Pages 55 to 58 of the Washtenaw County Records.

Developer hereby declares that the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

1. "Association" shall mean and refer to the T.P. SOUTH HOMEOWNERS ASSOCIATES, its successors and assigns.

2. "Owner" shall mean and refer to the record owner, whether one more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

4. "Common Area" shall mean any real property owned by the Association for the common use and enjoyment of the Owners.

5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of any Common Area.

6. "Developer" shall mean and refer to TRAVIS PROPERTIES, INC., its successors and assigns.

7. "Architectural Board of Review" shall mean and refer to the Travis Pointe South Architectural Board of Review, as established by Article V, Section 25 hereof, its successors and assigns.

8. "Fiscal Year" shall mean and refer to the fiscal year as established in the T.P. South Homeowner's Association Bylaws Article XIII.<sup>1</sup>

9. "Board of Directors" shall mean and refer to the T.P. South Homeowners Association Board of Directors as established in T.P. South Homeowners Association Bylaws Article IV.<sup>2</sup>

## ARTICLE II

### PROPERTY RIGHTS

1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to any Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any facilities, if any, situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 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 the members. No such dedication or transfer shall be effective unless an instrument signed by three-fourths (3/4ths) of each class of members agreeing to such dedication or transfer has been recorded.

2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Owner's Lot.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS

1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

2. The Association 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. The vote for such Lot shall be exercised as they among themselves determine, 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 Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

## ARTICLE IV

### COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed or a vendee's interest in a Land Contract therefor, whether or not it shall be so expressed in such deed or Land Contract, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges, and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, with respect to each Lot, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon such Lot, and shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

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 Properties and for the improvement and maintenance of the Common Area.

3. Maximum Annual Assessment. The Board of Directors of the Association shall fix the annual assessments for each year in such amount as it determines, subject to the following limitations:

(a) The annual assessment for the fiscal year<sup>3</sup> (the "Commencement Year") following the year during which first conveyance of a Lot to an Owner by the Developer occurs shall be THREE HUNDRED SIXTY DOLLARS (\$360.00).

(b) The annual assessment for the fiscal year following the Commencement Year, and for each fiscal year thereafter, shall not be increased from the annual assessment for the preceding fiscal year by more than Seven Percent (7%).

Provided, however, that the Board of Directors shall have the power to exceed the foregoing limitations for any fiscal year if such action is approved by the vote of two-thirds (2/3rds) of each class of members who are voting in person or by proxy at a meeting duly called for such purpose.

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 a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for such purpose.

5. Notice and Quorum for Any Action Authorized under Sections 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 thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast Sixty Percent (60%) of all the 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 such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected in advance on a monthly, quarterly or annual basis, as may be determined by the Board of Directors.

7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the Commencement Year (as established in Section 3 of this Article), or upon such later date as may be determined by the Board of Directors. 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 assessment on a specified Lot have been paid.

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 Seven Percent (7%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot in the manner provided by statute for foreclosing mortgages of real property, and in such action shall be entitled to collect all past due amounts, interest thereon at the foregoing rate and all out-of-pocket expenses (including attorneys' fees) incurred in bringing such action. 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.

9. 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, except that, 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.

## ARTICLE V

### BUILDING AND USE RESTRICTIONS

The following restrictions, easements and reservations are hereby imposed on all Lots in the Properties:

1. Land Use and Building Type. No Lot shall be used for other than single family residential purposes; provided, however, that until such time as the membership of the Developer is converted, pursuant to ARTICLE III, Section 2 hereof, into a Class A membership, the Developer shall be permitted to use one or more buildings or Lots as

sales offices or sales models. No building or structure shall be erected, altered, placed, or permitted to remain upon any Lot other than one single family dwelling not exceeding two stories in height. Each such dwelling must have one (1) private one story garage for not more than three cars, which must be attached to the residence. Detached outbuildings such as those typically used for the storage of lawn care equipment, automobiles, bicycles, etc. will not be permitted.<sup>4</sup> Vertical elements exceeding twenty (20) feet in height, such as flag poles, or bird houses, shall be permitted only if approved by the Architectural Board of Review. No Lot of dwelling thereon shall be used for a community or public meeting place for any purpose excepting meetings of the Association regardless of who holds legal title to said Lot.

2. Size and Height. No structure shall be erected, placed, altered or permitted to remain on any Lot not in conformance with the following minimum size requirements as to living area, measurements to be made of external walls:

One story . . . . .	1,800 square feet
Two story . . . . .	2,100 square feet
Tri-level total living area . . . . .	2,100 square feet
Minimum ground coverage . . . . .	1,000 square feet

No building shall exceed thirty-five (35) feet in height from ground level, measured from the lowest ground level adjacent to the home to the peak of the roof. In computing "square foot area" exterior walls may be included. Such items as porches, breezeways, or garages shall not be included in computing such "square foot area."<sup>5</sup>

3. Location of Structure. No building or structure shall be erected, altered, placed or permitted to remain upon any Lot except in conformance with the setback requirements of local codes and except as otherwise prescribed in this Declaration.

4. Type of Construction. All construction work shall be done under the supervision of a licensed builder approved in advance by the Architectural Board of Review. Exterior walls of residential structures shall be constructed of brick veneer, stone veneer, wood siding, exterior plywood or other standard exterior siding materials, except asbestos or asphalt siding or shingles, cement block or sand lime.

5. Temporary Buildings. No old or used structures of any kind shall be placed upon any Lot or anywhere within the Properties. No temporary structure of any character such as a tent, trailer, shack, barn, garage or other outbuilding shall be erected or placed upon any Lot prior to construction of the main residence. This shall not prevent the use of temporary buildings incidental to the construction of the main residence during the period of construction.

6. Driveways. All driveways shall be constructed of two (2) inches of asphalt surface (or greater, where required by local codes), with a suitable gravel base, or six (6) inches of concrete. Each driveway shall have a turnaround and/or be of a circular nature. All driveways shall be a minimum of five (5) feet (or greater, where required by local codes) from property lines.

7. Lot Area and Width. No Lot shall hereafter be reduced in area from its original platted area.

8. Easements. Each Lot shall be subject to the easements for (a) installation and maintenance of utilities and drainage, (b) for ingress and egress and (c) for access to and maintenance of Common Areas, or any one or more of them, to the extent and as set forth on the recorded plat. Each Owner shall maintain the surface area of easements located on his Lot, shall keep grass cut, shall keep the area free of trash and debris and shall take such actions as may be necessary to eliminate surface erosions. Within these easements no structure, planting or other material shall be placed which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements, or which may impede necessary access to Common Areas or ingress and egress. The easement areas of each Lot, and all improvements in them, shall be maintained continuously by the Owner of the Lot, except those improvements for which public authorities or a utility company is responsible.

9. Utilities. No utilities other than underground utilities shall at any time be installed on any Lot.

10. Fences. Only fences of a visually porous decorous nature, not exceeding four (4) feet in height, may be placed on a Lot; fences of a visually non-porous nature may be placed around swimming pools in accordance with health department requirements but not to exceed six (6) feet in height. Chain link fences shall in all events be prohibited. Vegetation which acts as a screen may be planted in any area not otherwise covered by this Declaration. The height, type, design and approximate location of any fence shall be approved in advance by the Architectural Board of Review.

11. Swimming Pools. Only entirely below ground swimming pools shall be permitted. The location of any pool shall be subject to the setback and easement provisions of this Declaration.

12. Park and Lake Area. Park and lake areas shall be the private property of the Association. Owners of Lots adjacent to any lake areas shall maintain the grounds to the normal water-levels. All other maintenance shall be done by the Association. No boats or other means of propulsion shall be used on the lakes on the Properties. There shall be no water taken from any surface body of water by pumping or any other means at any time, except in the normal maintenance of the body of water as decided by the Association. No building, structure, or other man-made device or excavation shall be placed on any park land, nor may any natural vegetation be removed therefrom, except as approved by the Association.

13. Pets and Animals. The number of dogs and cats per each residence in the Properties shall not exceed two (2) cats, or two (2) dogs, or one (1) of each. No animals shall be allowed to roam freely or to become a public nuisance. All other pets shall be kept within the residence at all times.

14. Construction Time. The construction time on any residence shall not exceed one (1) year, unless approved by the Architectural Board of Review.

15. Site Work. All refuse and debris during the construction period shall be deposited in covered refuse bins, or receptacles or handled in such other manner as to avoid litter in the Properties. All unused building materials, other debris and temporary construction shall be removed from the Lot within sixty (60) days after

substantial completion of the residence. The portion of the surface earth which is disturbed by excavation and other construction work shall be finish graded and seeded or covered by other landscaping as soon as the construction work and weather permit.

16. Lot Maintenance. All Lots shall be kept trim and the grass mowed and free of debris.

17. Signs. No signs of any kind shall be displayed to the public view on any Lot except one sign not more than five (5) square feet in area only for the purpose of advertising the property for sale or rent and except for house numbers and residence names.

18. Antennas. Radio or television antennas or aerials shall be erected such that they are not visible from the front or side of the dwelling. All antennas must be approved in advance by the Architectural Board of Review in which regard the judgment of the Architectural Board of Review shall be final. In no case will any type of dish antennas be allowed.<sup>6</sup>

19. Garbage and Refuse Disposal. No refuse shall be dumped or left on any Lot, or any other area in the Properties. Each residence shall be equipped with an approved type of garbage disposal unit. No exterior incinerator or other equipment shall be maintained on any Lot for disposal of rubbish or garbage. No rubbish or garbage containers shall be left outside except on regular pick-up days.

20. Lighting. No lighting shall be so situated or of such intensity as to create a nuisance to neighboring property.

21. Mailboxes. Only mailboxes authorized by the Architectural Board of Review shall be permitted.

22. Firearms. No firearms shall be discharged within the Properties.

23. Recreational Vehicles. No vehicles, such as but not limited to automobiles, boats, trailers or motorhomes, shall be stored on any Lot for more than seventy-two (72) hours unless suitably housed in an enclosed structure. No recreational vehicles, such as but not limited to All Terrain Vehicles, go-carts, snow mobiles, or dirt grade motorcycles are permitted to operate in any common area. No motorized vehicles which are not licensed are permitted to operate on the common roads.<sup>7</sup>

24. Grade Changes. There shall be no changes of grade of any Lot from the grade as shall exist at the date of final plat approval and recording of the Properties or which may in any way affect the flow of water to adjacent Lots or to any Common Areas.

25. Travis Pointe South Architectural Board of Review.

(a) No structure shall be erected, placed or permitted to remain upon any Lot, nor may external alteration or addition be made on the existing structure, until the plans (showing all room sizes and other relevant dimension), specifications, designs and proposed location on the Lot shall have been submitted to and approved by the Architectural Board of Review (as hereinafter defined) for approval, nor until the grade line of the Lot in question shall



have been established in accordance with this Declaration and any applicable local codes.

(b) All such plans, specifications, designs and proposed locations shall be deemed to be approved as submitted unless rejected or disapproved by the Architectural Board of Review within thirty (30) days after the same are submitted to any member of the Architectural Board of Review. All plans, specifications, designs, and locations of structures to be erected shall conform to and be in harmony with the existing structures in the Properties, shall not be detrimental to the general topography of the Properties and shall not be conducive to soil erosion, and shall in all respects conform to the restrictions herein set forth, and, further, shall blend aesthetically with the adjoining structures, in which regard the judgment of the Architectural Board of Review shall be conclusive. If any plans, specifications, designs or site plans are disapproved, said disapproval shall be evidenced in writing signed by at least two (2) members of said Architectural Board of Review, which shall be sent to the applicant and which shall specify the reason(s) for disapproval. No building or other improvements shall be started until approval of the Architectural Board of Review thereof is obtained. The approval or disapproval of the Architectural Board of Review shall not prevent subsequent enforcement of this Declaration. The Architectural Board of Review may approve exceptions to these requirements as it deems necessary and appropriate to effect the overall intent of this Declaration.

(c) Fees for the initial review and additional reviews of site plans and house plans may be charged in such amounts as the Board of Directors may reasonably determine.

(d) The Architectural Board of Review shall consist of three (3) persons, who initially shall be Roger A. Goss, 2988 Brassow Road, Saline, Michigan, William P. Farrand III, 1945 Pauline, Ann Arbor, Michigan and David T. Simmons, 3400 Travis Pointe Road, Suite A, Ann Arbor, Michigan. If any member or members of the Architectural Board of Review shall die, resign or otherwise become ineligible, then the remaining member or members shall be appointed by the Association Board of Directors.<sup>8</sup> The Architectural Board of Review shall act by the agreement of any two of its three members, and any two members may hold a meeting in the absence of the third member.

26. Appeal Procedure. Conflicts in interpretation of these Covenants, Conditions and Restrictions between home owners will be mediated and finally resolved by the Association Board of Directors.<sup>9</sup>

## ARTICLE VI

### INCORPORATION AS VILLAGE

1. Creation of Covenant as to Incorporation. The Developer, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed or a vendee's interest in a Land Contract therefor, whether or not it shall be expressed in such deed or Land Contract, is deemed to covenant and agree to support an application that the Developer may propose for the incorporation of the Properties,

together with such other properties as the Developer may designate, as a village under the laws of the State of Michigan. Such support shall include, without limitation, providing information with respect to the census required for such application, signing any notice of application and/or applications by petition required for such application.

## ARTICLE VII

### GENERAL PROVISIONS

1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter 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.

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

3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than Ninety Percent (90%) of the Lot Owners. Any amendment must be recorded.

4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3rds) of each class of members.

Dated:

WITNESSES:

\_\_\_\_\_  
James R. Beuche

\_\_\_\_\_  
Roger A. Goss

T. P. SOUTH HOMEOWNER'S ASSOCIATION

By: \_\_\_\_\_  
David T. Simmons, President

This Instrument drafted by  
and when recorded return to:

James R. Beuche  
Hooper, Hathaway, Price, Beuche & Wallace  
126 South Main Street  
Ann Arbor, MI 48104

NOTES

- 1 Article I Section 8 was added by the 1991 Amendment.
- 2 Article I Section 9 was added by the 1991 Amendment.
- 3 1991 Amendment replaced "calendar year" with "fiscal year" in Article IV Section 3.
- 4 1991 Amendment replaced the following language in Article V Section 1:

"Each such dwelling must have one (1) private one story garage for not more than three cars, which may be attached or detached from the residence. Any detached structure shall not exceed one story in height, or fifteen (15) feet, and shall be of materials and design which are compatible with the residence."

- 5 The original document contained the following minimum size requirements:

One story . . . . .	2,400 square feet
Two story . . . . .	2,800 square feet
Tri-level total living area . . . . .	2,800 square feet
Minimum ground coverage . . . . .	1,400 square feet

Amendment recorded 4-12-83 at Liber 1871, Page 98 made the following changes:

One story . . . . .	2,000 square feet
Two story . . . . .	2,400 square feet
Tri-level total living area . . . . .	2,000 square feet
Minimum ground coverage . . . . .	1,400 square feet

Amendment recorded 3-26-84 at Liber 1920, Page 491 made the following changes:

One story . . . . .	2,000 square feet
Two story . . . . .	2,400 square feet
Tri-level total living area . . . . .	2,400 square feet
Minimum ground coverage . . . . .	1,200 square feet

Amendment recorded 8-30-84 at Liber 1947, Page 367 was identical to Amendment recorded 3-26-84.

Amendment recorded 10-2-84 at Liber 1952, Page 215 made the following changes:

One story . . . . .	1,800 square feet
Two story . . . . .	2,100 square feet
Tri-level total living area . . . . .	2,100 square feet
Minimum ground coverage . . . . .	1,000 square feet

Amendment recorded 7-17-85 at Liber 1993, Page 971 was identical to Amendment recorded 10-2-84.

Amendment recorded 8-23-85 at Liber 2001, Page 582 was identical to Amendment recorded 10-2-84.

*INDEX*

1991 AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS

ARTICLE 1	Page
Section 8. Fiscal Year .....	1
Section 9. Board of Director Defined.....	1
ARTICLE IV	
Section 3. Maxim Annual Assessment .....	1
ARTICLE V	
Section 1. Land Use and Building Type .....	2
Section 18. Antennas .....	2
Section 23. Recreational Vehicles .....	2
Section 25. Architectural Board of Review .....	2
Section 26. Appeal Procedure .....	3

1991 AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR TRAVIS POINTE SOUTH

1991 AMENDMENT, dated January 10, 1991, to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TRAVIS POINTE SOUTH (the "Declaration") dated March 29, 1982, as recorded on June 14, 1982 at Liber 1840, Pages 309 through 320 of the Washtenaw County Records, relating to TRAVIS POINTE SOUTH ~~SUBDIVISION~~, a subdivision of part of the South 1/2 of Section 24, T3S, R5E, Lodi Township, Washtenaw County, Michigan, according to the plat thereof recorded in Liber 23 of Plats, Pages 55 through 58, Washtenaw County Records, by TRAVIS PROPERTIES, INC., a Michigan corporation (the "Developer") of 3600 Travis Pointe Road, Suite A, Ann Arbor, Michigan 48108.

WHEREAS, the Developer wishes to restate certain provisions of the Declaration and to correct errors made in prior amendments to the Declaration pursuant to the provisions of Article VII, Section 3 of the Declaration.

NOW THEREFORE, the Declaration is hereby amended as follows:

1. Article I, Section 8. Article I is hereby amended to include a new Section 8, providing as follows:

8. "Fiscal Year" shall mean and refer to the fiscal year as established in the T.P. South Homeowner's Association Bylaws Article XIII.

2. Article I, Section 9. Article I is hereby amended to include a new Section 9, providing as follows:

9. "Board of Directors" shall mean and refer to the T.P. South Homeowners Association Board of Directors as established in T.P. South Homeowners Association Bylaws Article IV.

3. Article IV, Section 3. Article IV, Section 3 of the Declaration is hereby amended to provide, in its entirety, as follows:

3. Maximum Annual Assessment. The Board of Directors of the Association shall fix the annual assessments for each year in such amount as it determines, subject to the following limitations:

(a) The annual assessment for the fiscal year (the "Commencement Year") following the year during which first conveyance of a Lot to an Owner by the Developer occurs shall be THREE HUNDRED SIXTY DOLLARS (\$360.00).

(b) The annual assessment for the fiscal year following the Commencement Year, and for each fiscal year thereafter, shall not be increased from the annual assessment for the preceding fiscal year by more than Seven Percent (7%).

Provided, however, that the Board of Directors shall have the power to exceed the foregoing limitations for any fiscal year if such action is approved by the

vote of two-thirds (2/3rds) of each class of members who are voting in person or by proxy at a meeting duly called for such purpose.

4. Article V, Section 1. Article V, Section 1 of the Declaration is hereby amended provide, in its entirety, as follows:

1. Land Use and Building Type. No Lot shall be used for other than single family residential purposes; provided, however, that until such time as the membership of the Developer is converted, pursuant to ARTICLE III, Section 2 hereof, into a Class A membership, the Developer shall be permitted to use one or more buildings or Lots as sales offices or sales models. No building or structure shall be erected, altered, placed, or permitted to remain upon any Lot other than one single family dwelling not exceeding two stories in height. Each such dwelling must have one (1) private one story garage for not more than three cars, which must be attached to the residence. Detached outbuildings such as those typically used for the storage of lawn care equipment, automobiles, bicycles, etc. will not be permitted. Vertical elements exceeding twenty (20) feet in height, such as flag poles, or bird houses, shall be permitted only if approved by the Architectural Board of Review. No Lot of dwelling thereon shall be used for a community or public meeting place for any purpose excepting meetings of the Association regardless of who holds legal title to said Lot.

5. Article V, Section 18. Article V, Section 18 of the Declaration is hereby amended to provide, in its entirety, as follows:

18. Antennas. Radio or television antennas or arials shall be erected such that they are not visible from the front or side of the dwelling. All antennas must be approved in advance by the Architectural Board of Review in which regard the judgment of the Architectural Board of Review shall be final. In no case will any type of dish antennas be allowed.

6. Article V, Section 23. Article V, Section 23 of the Declaration is hereby amended to provide, in its entirety, as follows:

23. Recreational Vehicles. No vehicles, such as but not limited to automobiles, boats, trailers or motorhomes, shall be stored on any Lot for more than seventy-two (72) hours unless suitably housed in an enclosed structure. No recreational vehicles, such as but not limited to all terrain vehicles, go-carts, snow mobiles, or dirt grade motorcycles are permitted to operate in any common area. No motorized vehicles which are not licensed are permitted to operate on the common roads.

7. Article V, Section 25(d). Article V, Section 25(d) of the Declaration is hereby amended to provide, in its entirety, as follows:

(d) The Architectural Board of Review shall consist of three (3) persons who initially shall be Roger A. Goss, 2988 Brassow Road, Saline, Michigan, William P. Farrand III, 1945 Pauline, Ann Arbor, Michigan and David T. Simmons, 3400 Travis Pointe Road, Suite A, Ann Arbor, Michigan. If any member or members of the Architectural Board of Review shall die, resign or otherwise become ineligible, then the remaining member or members shall be appointed by the

Association Board of Directors. The Architectural Board of Review shall act by the agreement of any two of its three members, and any two members may hold a meeting in the absence of the third member.

8. Article V, Section 26. Article V is hereby amended to include a new Section 26, providing as follows:

26. Appeal Procedure. Conflicts in interpretation of these Covenants, Conditions and Restrictions between home owners will be mediated and finally resolved by the Association Board of Directors.

This 1991 Amendment shall replace and supersede all prior amendments to the Declaration, such amendments having been recorded in Liber 1871, Pages 98 and 99, Liber 1920, Page 491, Liber 1947, Page 367, Liber 1952, Page 215, Liber 1993, Pages 971 and 972, Liber 2001, Page 532, Washtenaw County Records. Accordingly, the originally recorded Declaration, together with this 1991 Amendment, shall constitute the entire Declaration of Covenants, Conditions and Restrictions for Travis Pointe South from and after the date this 1991 Amendment is recorded in the Washtenaw County Records, unless and until it is subsequently amended as provided therein.

EXECUTED this 10th day of January, 1991.

WITNESSES:

Dean Jarrett  
DEAN JARRETT

T. P. SOUTH HOMEOWNER'S ASSOCIATION

By: John R. Francis  
JOHN R. FRANCIS, President

J. L. Barner  
J. L. BARNER

STATE OF MICHIGAN )  
                                  ss.  
COUNTY OF WASHTENAW)

On this 10th day of January, 1991, before me appeared John R. Francis, President of T. P. South Homeowner's Association, a Michigan corporation, and who executed the foregoing instrument on behalf of the corporation.

Donna Lee Brown  
\_\_\_\_\_  
Notary Public  
Washtenaw County, Michigan  
My Commission Expires: \_\_\_\_\_

DONNA LEE BROWN  
Notary Public, Washtenaw County, MI  
My Commission Expires Aug. 9, 1992

This Instrument drafted by  
and when recorded return to:

Marcia J. Major  
Hooper, Hathaway, Price, Beuche & Wallace  
126 South Main Street  
Ann Arbor, MI 48104

RECORDED

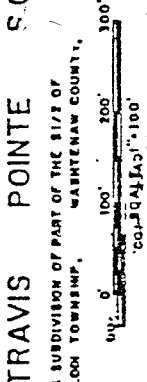
WASHTENAW COUNTY MI

FEB 7 11 32 AM '91

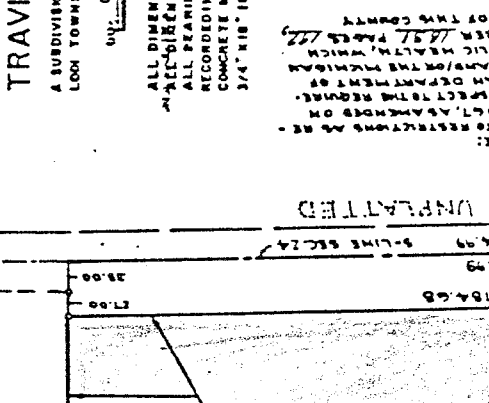
PLUCY H. HAINES  
COUNTY CLERK/REGISTER

# TRAVIS POINTE SOUTH

A SUBDIVISION OF PART OF THE S1/2 OF SECTION 13, T13S, R12E, WABTENAW COUNTY, MICHIGAN  
 LOON TOWNSHIP, SECTION 13, T13S, R12E, WABTENAW COUNTY, MICHIGAN



ALL DIMENSIONS IN FEET. (M) INDICATES A RADIAL LINE.  
 ALL DIMENSIONS ON CURVES ARE ARC LENGTHS.  
 ALL BEARINGS ARE RELATIVE TO THE PLAT OF "LOON-ELM-ESTATE" RECORDED IN LIAK 31, PAGES 47 & 48, WABTENAW COUNTY RECORDS.  
 CONCRETE MONUMENT SET AT POINTS MARKED "O".  
 3/4" X 1/2" IRON PIPE SET AT EACH LOT CORNER.



Curve No.	Radius	Chord Length	Delta	Bearing	Station
1	316.77	108.30	14°-30'-00"	S 08°-15'-00" W	104.51
2	310.77	581.31	107°-10'-30"	S 37°-05'-15" E	500.19
3	376.77	335.26	30°-59'-00"	S 65°-11' E	314.31
4	376.77	203.42	46°-08'-30"	S 04°-34'-15" E	293.29
5	396.77	233.34	31°-59'-30"	N 77°-19'-45" E	231.52
6	467.77	274.52	33°-59'-30"	N 72°-19'-45" E	270.51
7	335.0	57.53	63°-56'-45"	S 88°-42'-10" E	34.13
8	335.0	330.67	243°-53'-30"	N 00°-40'-30" W	108.00
9	335.0	37.53	43°-56'-45"	N 87°-31'-10" E	34.13
10	335.0	602.90	207°-47'-30"	N 89°-14'-30" E	64.00

PREPARED AND DRAFTED BY ATWELY-IMCKE, INC.  
 110 NORTH FIRST ST., ANN ARBOR, MICHIGAN, 48104

PLACED AND BEGINNING

NO VARIATION HERE FROM LOT 31 TO TEXTILE ROAD.

589°-27°-05" W 1058.29  
 589°-01°-05" W 794.99 S-LINE SEC 24

589°-01°-05" W 784.68  
 794.99

66 FT. W.D.

589°-27°-05" W 1058.29

589°-01°-05" W 794.99

589°-01°-05" W 784.68

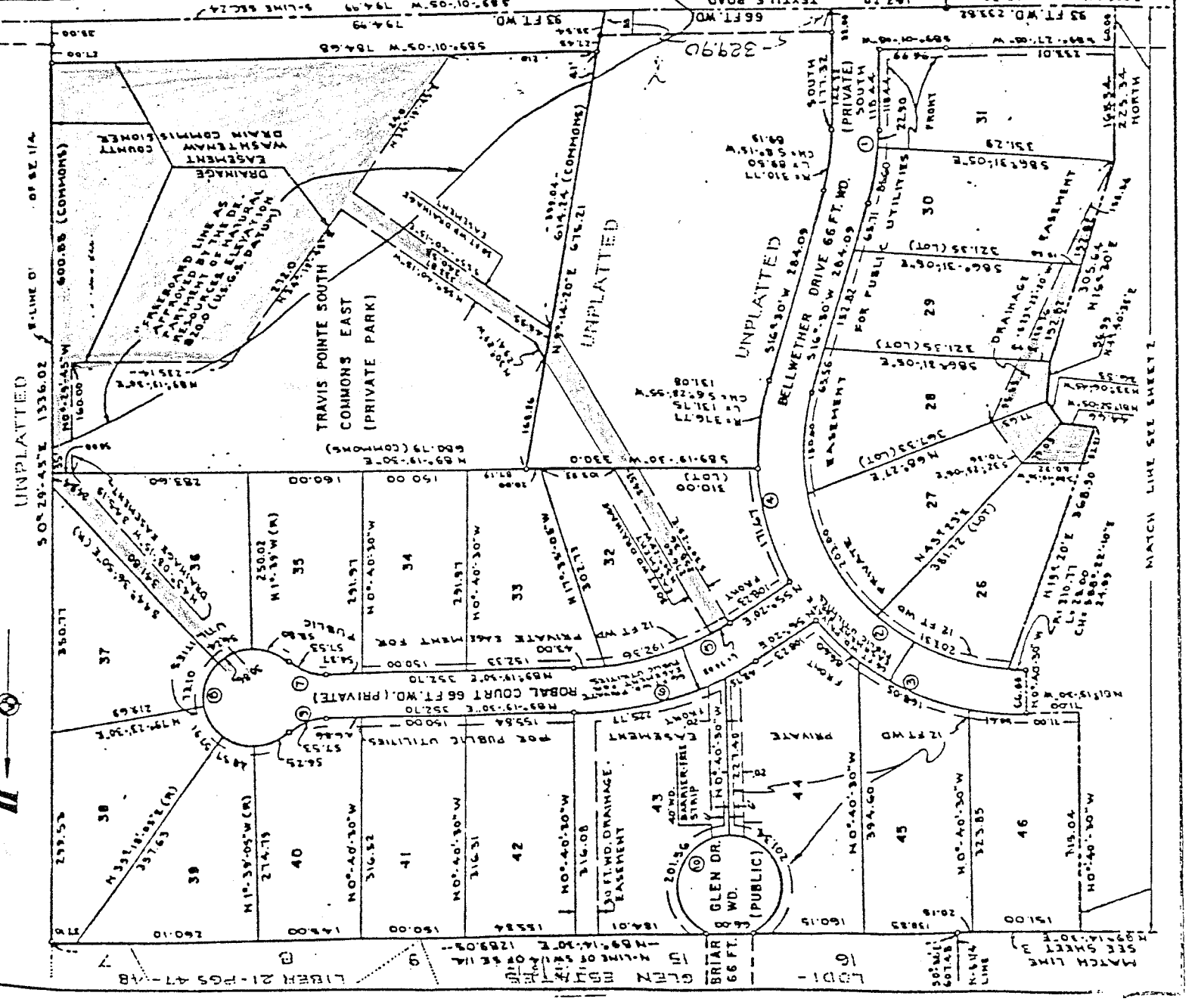
66 FT. W.D.

589°-27°-05" W 1058.29

589°-01°-05" W 794.99

589°-01°-05" W 784.68

66 FT. W.D.



REGISTERED TITLE COMPANY  
 RECORDS PLAT  
 THE DEPARTMENT OF COMMERCE

By *Richard C. Thompson*  
 Surveyor, No. 22919  
 State of Michigan

DATE March 29, 1983