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WARREN, MI 48093-5285
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FAX (586) 574-4530
www.cityofwarren.org

December 2, 2025

Mr. Trey Harris

Re: Freedom of Information Act Request

SENT VIA EMAIL TO:
traoney@gmail.com

Dear Mr. Harris;

On or about November 5, 2025, this office received the Freedom of Information Act (FOIA) request you submitted for the following records:

"Pursuant to the Michigan Freedom of Information Act (MCL 15.231 et seq.), I hereby submit this formal written request for access to and copies of all records, documents, and materials related to the Planned Unit Development (PUD) governing the Heritage Village and Reserves at Heritage Village residential developments within the City of Warren, Michigan.

This request includes, but is not limited to, the following records:

The original PUD Agreement and any subsequent amendments, revisions, or addenda.

Any City Council resolutions, ordinances, or meeting minutes authorizing, approving, or modifying this PUD.

All site plan approvals, conditions of approval, or relevant communications between the City of Warren and the developer (including Grand Sakwa or any successor entities).

Any recorded instruments, covenants, or maintenance agreements filed with the Macomb County Register of Deeds that pertain to Heritage Village or Reserves at Heritage Village.

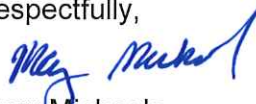
Any internal memoranda, correspondence, or reports defining or describing the scope of municipal services (including sanitation, waste collection, and maintenance) as referenced or affected by the PUD agreement."

Please be advised that although your request seeks records that are public, the request is extremely broad and a full response would disrupt administrative operations. We are providing you with readily available documents, such as the Planned Unit Development Agreement dated March 4, 2004 and Declaration of Easements, Covenants, Conditions and Restrictions for the Heritage Village Master Community dated April 18, 2005.

However, the remainder of your requests would involve manual searches and extensive labor hours, at high cost to you. We request that you narrow the request, if possible. If you would like to contact me to discuss, please feel free to call me at (586) 574-4585 or contact me at mmichaels@cityofwarren.org. Please also be advised, that of you request, site plans are proprietary and subject to copyright protections are exempt under MCL 15.243(1)(d).

The City of Warren's FOIA Procedures and Guidelines along with a Written Public Summary can be found online at www.cityofwarren.org.

Respectfully,

A handwritten signature in blue ink, appearing to read "Mary Michaels", is written over the printed name.

Mary Michaels
Acting City Attorney

MM/s/Harris-Grant-Planning Heritage Village ID 116390

cc: Ron Wuerth, Planning Director
Melissa Maisano, Planning Department



03/04/2005 02:48:20 P.M.
MACOMB COUNTY, MI SEAL
CARMELLA SABAUGH, REGISTER OF DEEDS

PLANNED UNIT DEVELOPMENT AGREEMENT
BETWEEN GRAND/SAKWA AND THE CITY OF WARREN
FOR THE DEVELOPMENT OF HERITAGE VILLAGE

Dated: March 4, 2005

1/25/05

PLANNED UNIT DEVELOPMENT AGREEMENT
BETWEEN GRAND/SAKWA AND THE CITY OF WARREN
FOR THE DEVELOPMENT OF HERITAGE VILLAGE

This Planned Unit Development Agreement (the Agreement) made on this 4th day of March, 2005, by and between the City of Warren (the City), a Michigan Municipal Corporation, whose address is 29500 Van Dyke Avenue, Warren, MI 48093, and Grand/Sakwa of Warren, L.L.C. (Grand/Sakwa), a Michigan Limited Liability Company, whose principal address is 28470 Thirteen Mile Road, Suite 220, Farmington Hills, MI 48334.

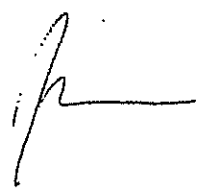
RECITALS

WHEREAS, Grand/Sakwa is the master developer of certain real property located in the City of Warren, County of Macomb, State of Michigan, which is fully described in Exhibit 1, attached hereto and made a part hereof by reference (the Property), which it and others are acquiring from General Motors Corporation (GM), a Michigan Corporation, the owner of the Property, pursuant to a certain Purchase Agreement.

WHEREAS, the Property consists of approximately 311 acres and is located west of Mound Road between Twelve Mile Road and Thirteen Mile Road which was formerly zoned M-3, Industrial District. On November 24, 2004, GM and Grand/Sakwa submitted an application to the City of Warren for rezoning of the property to Planned Unit Development (PUD) District.

WHEREAS, on January 26, 2005, the City Council granted the application and rezoned the property described in Exhibit 1 to Planned Unit Development (PUD) District, pursuant to the provisions of Article 18 of the Zoning Ordinance.

WHEREAS, on January 26, 2005, the City Council granted approval of the Revised Master Development Plan which contained all phases of the proposed



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development. The Revised Master Development Plan segregated the proposed development into twelve (12) components: eight (8) which are residential components and four (4) which are commercial or commercial/office.

WHEREAS, on January 18, 2005, final site plan approval was granted for seven (7) of the residential component areas, subject to the approval of the application to rezone to PUD District and the execution and recording of this Development Agreement, setting forth the specific standards for site improvements and development in compliance with the Planned Unit Development Zoning Ordinance. The Senior Housing component received only conceptual review and approval and therefore, final site plan review and approval will be required prior to commencing with development of the Senior Housing component.

WHEREAS, on January 26, 2005, pursuant to the approval of the Revised Master Development Agreement, conceptual approval was granted for development of the Senior Housing component and the Commercial and Commercial/Office components of the Revised Master Development Plan. Prior to commencing with development of the Senior Housing, the Commercial or the Commercial/Office components, a final site plan for each component granted conceptual approval shall be submitted which complies with the specific standards for site improvement and construction set forth in the Revised Master Development Plan, this Development Agreement and the Planned Unit Development or other applicable Ordinance(s).

WHEREAS, it is the intent of the parties to enter into this Agreement to encourage the preservation of desirable natural features through the creative and unified development of this large tract of property utilizing mixed residential and commercial and commercial/office development pursuant to the approved Revised Master Development Plan, the approved final site plans, the conceptual components as depicted on the Revised Master Development Plan and the development standards contained in this Agreement tailored to this unique parcel of property.

NOW THEREFORE, the CITY and GRAND/SAKWA agree as follows:

ARTICLE I. DEVELOPMENT AND USE OF THE PROPERTY

1.1. Development of the Property. The parties acknowledge that Grand/Sakwa submitted and the City approved the development proposal as set forth in the Application to Rezone, the Revised Master Development Plan and this Development Agreement, including seven (7) final residential site plans, one (1) conceptual senior housing component and four (4) commercial and commercial/office conceptual components, and granted rezoning of the property to a Planned Unit Development District based upon the proposal as set forth therein. The Property shall be developed in accordance with the terms and conditions of this Development Agreement, the Revised Master Development Plan and all final site plans as approved presently and in the future, delineating development as a multi-phased fully integrated community comprised of mixed residential, senior living, commercial, and commercial/office components (the Development). The development and use of all of the components, as defined herein, shall be in strict conformance with the approved Revised Master Development Plan, the approved final site plans and all standards set forth herein, subject to modification as provided herein.

1.2. Modifications. In the event modifications to an approved site plan, the Revised Master Development Plan or this Development Agreement become necessary during any phase of development due to unforeseen circumstances or to satisfy the requirements of those other governmental and regulatory entities having jurisdiction over the Development, such modifications shall be submitted for approval pursuant to Section 18.20 of the Zoning Ordinance. Back up material supporting the necessity for the modification shall be submitted with the request for approval whether minor or major. The modifications shall be subject to approval as provided by Article 18 of the Zoning Ordinance, which approval shall not be unreasonably withheld or delayed, provided that the modifications conform to the spirit and intent of this Agreement or the requirements of those other governmental or regulatory entities. Revisions to the approved engineering plans which become necessary during any phase of development due to unforeseen circumstances or to satisfy the requirements of those other governmental and regulatory entities having jurisdiction over the Development shall be

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submitted to the City Engineer for review and approval pursuant to standard Engineering Division procedures.

1.3. Reasonably Coordinated Development. The parties agree that the Revised Master Development Plan together with the approved site plans, including final and conceptual plans, satisfy the express purpose of utilizing a Planned Unit Development District by permitting variety in design, site configuration, lay out and use, minimizing paved surfaces, encouraging efficiency in use of land and natural resources, and ensuring compatibility with surrounding land uses. The approved Revised Master Development Plan, the final site plans, the conceptual plans and the standards set forth herein comply with the requirements of Article 18 of the Zoning Ordinance addressing such issues as traffic; ingress and egress; building and structure placement, mass, bulk, height, articulation and set backs; utilities and site improvements; parking; landscaping; signage and lighting; use; preservation of open space and natural features; and retention and/or detention of storm water. The parties further agree that the approved Revised Master Development Plan, the approved final residential site plans and conceptual plans, and this Agreement allow for the reasonably coordinated development of the Property by component as designated in section 1.4 of this Agreement.

1.4. Use of the Property. The Property shall and has been zoned by the City of Warren as a Planned Unit Development District pursuant to MCL 125.584b and Article 18 of the Zoning Ordinance. The Property may be developed, constructed and used for the following components and in accordance with the terms of the Zoning Ordinance, this Agreement, the approved Revised Master Development Plan and the final site plans as approved:

- (A) Single-Family Component A;
- (B) Single-Family Component B;
- (B-1) Single-Family Detached Condominium Component C;
- (C) Duplex Component A;
- (D) Stacked Duplex Component B;

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- (E) Four-Plex Component;
- (F) Twelve-Plex Component;
- (G) Senior-Housing Component;
- (H) Commercial Component A;
- (I) Commercial/Office Component B;
- (J) Commercial Component C;
- (K) Commercial Component D

It is understood and agreed that each Component may be developed and constructed as a separate development, however, the entire land development project provides for integration and compatibility of land uses within each component and with surrounding land uses.

1.5 **Lawful and Proper Uses.** The property having been rezoned to Planned Unit Development District, all of the above uses Grand/Sakwa has proposed for the Planned Unit Development on the Property are lawful uses, and are permitted within a Planned Unit Development District as provided by Article 18 of the Zoning Ordinance.

ARTICLE II. FINAL SITE PLANS

2.1. **Site Plan Approval.** Final site plans for the residential components of the Development, excluding the senior housing component and commercial components, are attached as Exhibits A through G and the Revised Master Development Plan and have received final site plan approval subject to rezoning and the execution and recording of this Development Agreement. The Senior Housing and the Commercial and Commercial/Office components have received conceptual approval as presented with the Revised Master Development Plan. Prior to commencing with development of the Senior Housing or the Commercial or Commercial/Office components, a final site plan for each of these components of the Planned Unit Development shall be submitted for consideration and approval pursuant to applicable provisions of the Code of Ordinances. These final site plans shall comply with the specific standards for site improvement and construction set forth in this Development Agreement, the Planned Unit Development Zoning Ordinance and any other applicable ordinances.

Except as otherwise provided in this Agreement, no further review or approval by the City will be required as to any matters covered by the final site plans or other approved final plans, unless modified pursuant to Section 18.20 of the Zoning Ordinance. Any development or construction shall conform to the final site plans and other approved final plans.

2.2. **Submission of Plans.** The following plans have been submitted for review and have been approved by the City subject to execution and recording of this Development Agreement:

- Revised Master Development Plan
- Master Improvement Plan
- Site Signage Allocation Plan
- Open Space Plan
- Typical Layout Plan
- Entrance Perspective Plan
- Commercial Entrance Plan
- North Mound Road Entrance Plan
- 13 Mile Road Entrance Plan
- 12 Mile Road Entrance Plan
- Proposed Utility Plan
- Proposed Drainage Area Plan
- Landscape Buffer Cross Section
- Parcel Boundary Map
- Final Site Plans For Single Family Component A
- Final Site Plans For Single Family Component B
- Final Site Plans For Single Family Detached Condominium Component C
- Final Site Plans For Duplex Component A
- Final Site Plans For Stacked Duplex B
- Final Site Plans For Four-Plex
- Final Site Plans For Twelve-Plex

2.3 **Residential Components.** The City Council granted approval of the Revised Master Development Plan and the Planning Commission granted final site plan approval for the following residential components: the three (3) Single-Family Components A, B & C, the Duplex Component A, the Stacked Duplex Component B, the Four-Plex Component and the Twelve-Plex Component subject to the execution and recording of this Development Agreement. These components shall be developed and

constructed in compliance with the specific standards for site improvement and construction set forth in the approved site plans and the standards set forth in Article VI of this Agreement.

2.4 Senior Housing Component. The City Council granted conceptual approval for the Senior Housing component as presented with the Revised Master Development Plan. Prior to commencing with development and construction of this component, a final site plan shall be submitted and approval obtained. This component shall be developed and constructed in compliance with the specific standards for site improvement and construction set forth in the approved site plans, all applicable ordinances and the standards set forth in Article VI of this Agreement.

2.5. Commercial and Commercial/Office Components. The City Council granted conceptual approval for the Commercial and Commercial/Office components as presented with the Revised Master Development Plan. Prior to commencing with development and construction of the Commercial or Commercial/Office components, a final site plan for each Commercial and Commercial/Office component of the Planned Unit Development shall be submitted and approval obtained. These components shall be developed and constructed in compliance with the specific standards for site improvement and construction set forth in the approved site plans and the standards set forth in Article VI of this Agreement.

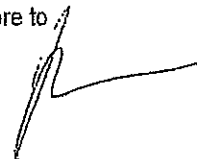
2.6. Landscape Plans. It is agreed and understood that the development of each component shall include development in conformity with the approved component landscape plans. It is further agreed and understood that the landscape plans are subject to modification of species and types of plantings, locations and configurations, on a one-to-one or greater basis, as a minor modification as provided in section 18.20(a) of the Zoning Ordinance. In the event the request is a major modification, a revised landscape plan shall be submitted for approval pursuant to section 18.20(b) of the Zoning Ordinance. Approval shall not be unreasonably withheld or delayed. Such modified Landscape Plans, when approved by the City shall be deemed the approved landscape plan.

2.7. Site improvement performance guarantees. Performance guarantees shall be required as part of site plan approval as required by section 18.22 of the Code of Ordinances.

2.8. Modification of Approved Plans. All development and construction of the property included in the Planned Unit Development, shall adhere to the final site plans, all other approved plans and this Development Agreement regarding the total land areas; right-of-ways including sidewalks, roads, ingress and egress; building and structure placement, mass, bulk, height, articulation and setbacks; number of residential units per component; building materials, utilities and drainage; parking; landscaping and open space; land use; signage; and lighting. However, it is recognized that there may be modifications of the plans that are dependent on practical needs and difficulties, topography and the like. Therefore, modifications to an approved plan, including lot or unit dimensions and set backs as specified in this Agreement, not inconsistent with the spirit of this Agreement, may be made without the necessity of amending this Agreement so long as the procedure for amendment as specified in Section 18.20 of the Zoning Ordinance is followed. The City will not unreasonably withhold or delay approval of those modifications, the parties recognizing that this is a living plan.

2.9. Application of Ordinance. Due to the complexity of the proposed development and the uniqueness of the property, the Planned Unit Development Ordinance permits development pursuant to the approved site plans, the development standards and specified conditions tailored to the property as set forth in the approved Revised Master Development Plan, all approved plans and this Agreement. All plans shall comply with the specific standards set forth in this Development Agreement. All other non-conflicting regulations and standards of the Code of Ordinances shall apply. In the event of a conflict between a standard in this Development Agreement, the Revised Master Development Plan or other Approved Plan with a standard in the Code of Ordinances, the standard as set forth in this Development Agreement, the Revised Master Development Plan or other Approved Plan shall prevail.

In the event that any applicable State of Michigan building or other code is amended after this Agreement is executed, each builder on the Property shall adhere to



the applicable code in effect at the time relating to construction practices, fire safety, and construction and installation of sewer, water, and utility services.

2.10. Residential Alternatives. The Residential components as described above in Section 1.4 and 2.3, represent acceptable land uses and layout, including building and structure placement, mass, bulk, height, articulation and setbacks which meet the open space requirements. In the event it becomes necessary, the types of residential units within the Various Residential Components may be varied pursuant to the procedure for major modifications set forth in section 18.20(b), so long as the total number of units designated on the final residential site plans is not increased and the applicable set backs are provided. For example, upon approval of a revised site plan, Single-Family units may be constructed within the Duplex unit components, or Four-Plex units may be constructed within the Duplex unit component with no increase in density.

ARTICLE III. MASTER IMPROVEMENTS

3.1. Master Improvements. For purposes of this Agreement, the term Master Improvements shall consist of the design and construction of the following:

- (a) Roadways.
 - i. Construction of the Master Roadway System, consisting of the North-South Connector Road from 12 Mile Road to 13 Mile Road and two (2) East-West Connector Roads from Mound Road to the North-South Connector Road, all as shown on the Revised Master Development Plan.
 - ii. Construction of the Main Entryways at the point where the Connector Roads intersect Mound Road (two), 12 Mile Road (one) and 13 Mile Road (one), including any required acceleration and deceleration lanes, to facilitate the Master Roadway System.
- (b) Utilities and Drainage:
 - i. Connection to the public facilities and extension of Water Main, Sanitary Sewer and Storm Sewer throughout the Master Roadway System to

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provide utility service to the Individual User Components of the Development.

- ii. Improvements to the Meckler Enclosure and Relief Drain (MERD) that may be required by the Office of the Macomb County Public Works Commissioner to facilitate adequate storm water discharge from the Development.

(c) Landscaping, Signage, and Lighting.

- i. Installation of Landscaping (hardscape and plantings) at the Main Entryways and Landscaping (tree plantings) along the Master Roadway System.
- ii. Installation of Street Lighting at the Main Entryways and along the Master Roadway System.
- iii. Construction of Entryway Signs at the Main Entryways.
- iv. Construction and Landscaping of the screening berms along the west property line of the Development. This will also include the construction of swales and limited storm sewer to ensure that proper drainage is maintained for the abutting residential homeowners.

(d) Sidewalks and Pathways:

- i. Construction of concrete sidewalks along both sides of the entire Master Roadway System and connection to sidewalks on Mound Road, 12 Mile Road and 13 Mile Road.
- ii. Construction of Open Space Hike / Bike Pathway Network.

Anything contained herein to the contrary notwithstanding, (i) those portions of the Master Improvements described in Sections 3.1(c) and (d) above need not be built at the time of the construction of the other Master Improvements, but if not built at such time, will be built at the time of the construction of the improvements for the Individual User Component in which such portion of the Master Improvements are located, and (ii) construction of the improvements for each Individual User Component may commence simultaneously with the construction of the Master Improvements.

3.2. Storm Water, Utilities and Infrastructure.

(a) Storm Water Drainage and Detention. Prior to commencement of the Master Development Improvements, Grand/Sakwa shall submit a Drainage plan prepared and sealed by a licensed professional engineer identifying measures to be used for control and disposal of storm water run off from the PUD site. Storm Water Drainage Detention shall only be required for those portions of the development where a direct discharge, without detention, to a receiving pipe/drain is not available. Grand/Sakwa shall then provide storm water drainage and detention in conformance with the plans approved, and in conformity with the requirements, standards, or calculations approved by the Macomb County Public Works. Storm water drainage detention shall be permitted in on-site ponds, in-line drains, underground systems, and wetland storage as deemed necessary by final engineering design, so long as appropriate approvals are granted by the Office of Macomb County Public Works Commission (OMCPWC) and the Michigan Department of Environmental Quality (MDEQ). The parties agree that storm water drainage and detention shall be subject to review and approval of final engineering plans for the storm drainage system by the City Engineer and any other outside agencies so designated by the City Engineer.

The City of Warren shall work with the developer in securing all required outside agency permits, approvals, and/or any other authorizations, including but not limited to those relative to Storm Water Drainage and Detention. This shall include, but not necessarily be limited to, providing support in the form of letters from the City, and/or Council resolutions for Drain Abandonment, Drain Improvements, Drainage District modifications, Permit Applications, and any other necessary process or documents relative to Storm Water Drainage and Detention.

The Development shall connect to the existing City or County storm sewer lines as depicted on the approved Drainage plan. Payment shall be made to the governing agency for all connection fees and tap-in charges in effect at the time of such connections and/or tap-ins. The entire cost of the design and construction (including review and inspection fees) for these lines will be borne by Grand/Sakwa.

(b) **Sanitary Sewer Connections.** The Development shall connect to the existing City sanitary sewer lines and payment shall be made to the City for all connection fees and tap-in charges in effect at the time of such connections and/or tap-ins. The entire cost of the design and construction (including review and inspection fees) for these lines will be borne by Grand/Sakwa. Grand/Sakwa shall submit engineering plans for the Sanitary Sewer prepared and sealed by a licensed professional engineer which are subject to the review and approval of the City Engineer and the MDEQ. The parties acknowledge and preliminary review indicates that there is adequate sewer capacity for the entire PUD development.

(c) **Municipal Water Connections.** The Development shall connect to the existing City water lines and payment shall be made to the City for all connection fees and tap-in charges in effect at the time the connections or tap-ins. The entire cost of the design and construction, including review and inspection fees, of these lines will be borne by Grand/Sakwa. Grand/Sakwa shall submit engineering plans for the Water Service prepared and sealed by a licensed professional engineer which are subject to the review and approval of the City Engineer, the DWSD and the MDEQ. The parties acknowledge and preliminary review indicates that there is adequate water line capacity for the entire PUD development.

(d) **Installation and Extension of Utilities.** Grand/Sakwa shall install all conduits, pipes, and mains which are necessary to extend the water service, sanitary sewer service and storm sewers to the site along that portion of the Property fronting on Mound Road, 12 Mile Road and 13 Mile Road. Plans shall be approved by the City Engineer and any other governing or permitting agency. Installation of water and sanitary sewer lines shall be in the non-paved areas, except where said utilities must cross beneath roadways or sidewalks. Utilities installed beneath any paved area shall cross as close to perpendicular as possible to the center line of said paved area. In the event installation under pavement becomes necessary, approval of the City Engineer and the Department of Public Service is required.



(e) **Easements.** To the extent that access to existing City sanitary sewer lines, water lines, or other utilities is required through easements owned by the City, or to which the City is entitled or may have access (including off-site), Grand/Sakwa shall be permitted to use the easements for the purpose of constructing and connecting to the existing sanitary sewer lines, water lines, or storm sewer lines. To the extent that access to existing City sanitary sewer lines, water lines, or storm sewer lines is required through easements not owned or otherwise available to the City, Grand/Sakwa shall secure all easements required to bring such services to the Property.

(f) **Construction of Utilities.** The installation of public utilities shall not commence until the engineering plans have been approved by the City Engineer and the required permits have been obtained. All utilities shall be installed underground or out of sight as required by the Planned Unit Development Ordinance, except main transmission lines installed along Mound Road.

(g) **Reservation of Rights.** Grand/Sakwa, its servants, agents, employees and contractors, and all utilities, shall have the right to enter upon all dedicated easements, rights-of-way and lands conveyed to the City in order to construct, inspect, repair and replace improvements for which Grand/Sakwa is permitted or is obligated.

3.3. Roadways.

(a) **Collector Road System (North, South, and North/South Blvd).** The collector road system (North, South, and North/South Blvd) as depicted in the approved plans shall be constructed as a private road by Grand/Sakwa. The collector road may be constructed in stages to coincide with each phase of each Component of the Development, provided that the road meets necessary ingress and egress requirements for City fire and emergency vehicle concerns and is constructed to meet the normal right-of-way standards. The width of the collector road easement shall be sixty-six (66) feet with a pavement width of 28 feet. In addition, the road shall be constructed with concrete barrier curbs. The collector road system consisting of all roads with 28 feet of pavement shall be constructed pursuant to the construction standards applied by the

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Macomb County Road Commission based on the design criteria of AASHTO for commercial grade roads. The collector roads shall be designed as a 25 mph road. Parking shall be prohibited on the collector roads which shall be properly posted.

(b) Interior Road System. The interior road system, sidewalks and interior utilities for each Component shall be constructed in conformance with the approved plans and the standards set forth herein, but shall not be deemed to be part of the Master Improvements. The phasing and timing for completion of interior roads, sidewalks and utilities for each Component will be described in the engineering submittals for each Component. All interior roads which serve each component of the Development shall be private roads constructed with concrete mountable curbs and setbacks conforming to the standards set forth in Article VI. The interior residential roads shall be constructed pursuant to the construction standards of the Macomb County Road Commission for asphalt subdivision paving. The width of the interior road pavement shall be a minimum of 24 feet except in the single family components A, B and C, the road pavement width shall be a minimum of 26 feet. Parking areas along the interior road system shall be indicated by the Developer and limited to one side of the road. Parking shall be set back from the intersection with other interior and collector roads a minimum distance of 30 feet. The Developer shall post signs prohibiting parking on one side of the road and within the intersection set back areas.

(c) Deceleration Lanes. Grand/Sakwa shall, at its sole expense, construct deceleration lanes at the 12 Mile Road, 13 Mile Road, and Mound Road entrances to the Development. Deceleration lanes constructed in the 12 Mile and Mound Road Right-of-Way shall comply with the Macomb County Road Commission standards; the deceleration lane constructed in the 13 Mile Road Right-of-Way shall be approved by the City Engineer.

(d) Rights-of-Way. All roadways shall be installed in such a manner that utilities can be accommodated within the right-of-way, private road easements, or other private easements, as approved by the City Engineer. Installation of water and sanitary sewer lines shall be in the non-paved areas, except where said utilities must cross

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beneath roadways or sidewalks. Utilities installed beneath any paved area shall cross as close to perpendicular as possible to the center line of said paved area. In the event installation under pavement becomes necessary, approval of the Department of Public Service is required.

(e) **Installation of Roads.** The installation of the roads, including the collector roads and the interior roads, shall not commence until the engineering plans have been approved by the City Engineer and the required permits have been obtained.

(f) **Traffic Control Signs.** A signage plan for traffic control signage shall be submitted with the Engineering Plans plan for approval by the Traffic Control Engineer and the Engineering Division. The Developer(s) shall be responsible for providing and installing all traffic control signs pursuant to the approved plan. Such signs shall be installed along completed portions of the roadway system prior to any model units being opened for public viewing. Although the roads are designated as private roads, all roads shall remain open to the public in perpetuity.

(g) **Sidewalks.** Sidewalks shall be constructed of concrete and installed on both sides of and parallel to the collector roads and within Single Family Components A, B & C. Sidewalks shall be installed on one side of and parallel to each interior road and every other component of the Revised Master Development Plan not affected by the provision noted above. When sidewalks are installed on both sides of the road, the sidewalks shall be 5 feet wide and set back from the edge of the road pavement a minimum distance of 5 feet. When sidewalks are required on one side of the road, the location of such sidewalk shall be depicted by the final component site plan for such component. All sidewalks shall be constructed in compliance with Engineering Division standards for sidewalk construction.

3.4. **Community Open Space Areas.** The Property has unique natural features, the preservation of which is desired. The parties have agreed that a minimum of 100 acres of land shall be preserved as open space as designated in the Master

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Development Plan. The City agrees that the open space areas within the Development depicted on the approved plans depict sufficient useable open space to accommodate the needs of residents within the Development and satisfy the requirements of the City. Open space areas include wooded areas, drainage areas, landscaped areas, wetland areas, Detention areas, earth berm areas, and other various areas which shall remain open to the public in perpetuity and useable by all residents of the City of Warren.

3.5. Tree Installation and Replacement. The approved plans provide for the installation of trees and preservation of trees. Grand/Sakwa will not be required to conduct a tree survey or inventory of the property.

ARTICLE IV. INSTALLATION OF MASTER IMPROVEMENTS

4.1. Installation of Master Improvements. The installation of Master Improvements, as described in Article III, shall be in accordance with the approved plans, applicable development standards and the City of Warren Engineering standards in effect as the date of this Agreement.

4.2. Grading and Prep Work. It is recognized that the Property requires mass grading, balancing, and other preparatory work prior to commencing site improvements and construction of buildings. Therefore, Grand/Sakwa may apply for and obtain re-grading permits pursuant to Chapter 32 of the Code of Ordinances. Prior to issuance of a re-grading permit Grand/Sakwa shall submit to the Division of Engineering:

- i. an approved grading plan for entire PUD site; and
- ii. a soil erosion control permit; and
- iii. a bond or letter of credit as required by sec. 32-30 of the ordinance; and
- iv. approved site plans. Re-grading may be conducted pursuant to the approved grading plan for the entire site even though some areas have not received final site plan approval.



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4.3. Engineering Review of Master Improvements. Grand/Sakwa shall submit engineering plans for the Master Improvements listed in Article III to the Engineering Division. The Engineering Division shall review the plans and provide written comments within 21 days of submission. Grand/Sakwa shall promptly respond to the written comments of the Engineering Division. Upon resubmission and a determination that all documents are in order, the Engineering Division shall issue engineering approvals within 10 days of resubmission. Approvals of the City Engineer, consistent with this Agreement, shall not be unreasonably delayed or withheld.

4.4. Right-of-Way Permit. In order to commence with the site improvements, a Right-of-Way Permit must be issued by the Engineering Division. Issuance of a Right-of-Way Permit signifies final engineering approval. Development of the Master Improvements may be commenced upon issuance of the Right-of-Way Permit. The Right-of-Way Permit shall be issued upon final engineering approval and submission of the following documents and fees:

- i. Final and conceptual site plans;
- ii. Final sealed drawings for the Master Development Improvements;
- iii. Soil erosion permit;
- iv. Surety bond as required by the Division of Engineering;
- v. Proof of insurance naming the City as additional Insured for connecting to the City owned utilities, roadways and any work required in the public right-of-way;
- vi. Required inspection fees;
- vii. All other regulatory agency permits.

4.5. Installation of Site Improvements within each Component.

(a) Components with final site plan approval. The development and installation of site improvements within each Component which has received final site plan approval (i) may commence upon receiving final approval of the engineering plans for such Component by the City Engineer; and (ii) may proceed upon completion of the water, sewer and sanitary Master Improvements at the point of connection to the



individual components; and (iii) may proceed independent of the completion of the Master Improvements other than the water sewer and sanitary improvements, or the commencement or completion of any site improvements within any other Component.

(b) Components with conceptual approval. Final site plan approval, engineering approval and issuance of applicable permits shall be obtained prior to the development and installation of site improvements within those Components which have only received conceptual approval.

4.6. Commencement of Site Improvements.

(a) The Master Improvements shall be commenced within two (2) years after receiving approval of the final engineering plans. If the Master site improvements are not commenced within the applicable two (2) year period, the City may extend the time for commencement of the Master site improvements upon the applicant requesting an extension prior to the expiration of the two year period.

(b) Site improvements for any component shall be commenced within two (2) years of receiving final engineering approval for the applicable component. If the site improvements are not commenced within the applicable two (2) year period, the City may extend the time for commencement of site improvements upon the applicant requesting an extension prior to the expiration of the two year period.

(c) If the Master Improvements are not commenced within the time periods required and an extension is not obtained, a new application for approval must be submitted and the Revised Master Development Plan and Development Agreement shall be reviewed and may be revised to take into consideration any changes that occurred due to the passage of time.

(d) If the site improvements for any component are not commenced within the time periods required and an extension is not obtained, a new application for site plan approval must be submitted and the applicable final site plan shall be reviewed and may

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be revised to take into consideration any changes that may have occurred due to the passage of time.

4.7 Hours of Development and Construction. Excavation, development, demolition or construction shall be conducted between the hours of 7:00 a.m. and 7:30 p.m. weekdays and 8:00 a.m. and 7:30 p.m. weekends and holidays. Grading, land balancing, site preparation and Master Improvement installation may be conducted between the hours of 6:00 a.m. and 8:00 p.m., however such activities shall be limited to 7:00 a.m. to 7:30 p.m. for all areas located within 1000 feet of the westerly property line.

ARTICLE V. CONDOMINIUM ASSOCIATIONS.

5.1 Condominium Project. The development of Heritage Village is a condominium project comprised of residential and commercial units as set forth in the condominium documents. Each residential component as listed in Article I, section 1.4, will have a separate condominium association. There will also be a Master Residential Association as set forth in this Article. The commercial components shall operate under a recorded Reciprocal Easement Operating Agreement to ensure maintenance of the common commercial and/or office areas.

5.2. Maintenance Agreement for Community Open Space. A Declaration of Easements, Covenants, Conditions, and Restrictions for the Heritage Village Master Residential Community ("Master Declaration") will be executed and recorded by Grand/Sakwa to ensure the continued maintenance of all community open space areas within the Development by the Master Association. The Master Declaration shall provide that all responsibilities and obligations of Grand/Sakwa may be assigned by Grand/Sakwa to the Heritage Village Master Residential Community Association created for such purpose. The Master Declaration shall be submitted for review by the City Attorney for compliance with the provisions of this Development Agreement.

5.3. Residential Condominium Associations. It is understood and agreed

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that there will be separate condominium associations for the Single-Family Components A, B and C, the Duplex and Stacked Duplex Components A & B, the Four-Plex Component, the Twelve-Plex Component, and the Senior Housing Component and that all residents within each Component shall be mandatory members of such condominium associations. The roads being constructed pursuant to private road standards rather than the Division of Engineering Subdivision Standards, the roads shall never be dedicated to the City as public roads, will not receive curb side garbage pick up or snow plowing and shall be maintained and repaired by the applicable condominium association.

5.4. Master Residential Association.

(a) There shall be a Master Residential Association, Heritage Village Master Residential Community, which will be responsible for the maintenance and repair of the Master Improvements as listed in Article 3.

(b) The residential condominium associations within the Single-Family Components A, B and C, the Duplex Components A & B, the Four-Plex Component, the Twelve-Plex Component and the Senior-Housing Component will be the sole members of the Master Residential Association.

(c) The Master Residential Association shall enter into Reciprocal Easement Operating Agreements with the Commercial and Commercial/Office Components to ensure that there is co-sharing/jointly-shared responsibility for entryways or other common areas.

ARTICLE VI. DEVELOPMENT STANDARDS FOR EACH COMPONENT

6.0 Residential Lighting. Street lighting shall be provided along the collector roads and in all residential component areas. Along the collector roads, the single family components A, B and C, and the Duplex A and Stacked Duplex B, pole mounted lighting shall be provided of the same type or design of decorative pole throughout, with poles being spaced at approximately one per every 200 feet on each side of the road. The poles shall be staggered from one side of the road to the other so that there will be

one pole for approximately every 100 feet of road. Light fixtures shall be provided that cast the lighting downward. Exterior lighting in the Four-Plex, Twelve-Plex and Senior Housing Components shall be provided and shall be depicted on the approved final site plans.

6.1 Single-Family Components A & B.

(a) Site Development Standards. Notwithstanding any City ordinances or other requirements to the contrary, the Single-Family Components A & B of the Development shall be designed and constructed consistent with the following standards:

- i. **Lot Definition.** For purposes of this Single Family component, a reference to lot shall mean the building envelope including the designated yard setback areas. For example, in the Single Family Component A the lot size is 60' x 120'.
- ii. **Building Envelope.** Residential dwellings shall be constructed on the lot within the building envelopes created by the setback requirements set forth herein, and no variance for the construction of residential dwellings outside of the building envelope shall be deemed to be granted.
- iii. **Lot Coverage.** Lot coverage shall not exceed 40%.
- iv. **Width.** Lot width shall be 60 ft per lot within Single Family Components A & B. The lot width may be amended as a minor modification by converting all or part of the lots to provide a 70 ft width provided that all other standards remain the same and the overall road pattern, detention and utilities are maintained as approved.
Corner lots shall be a minimum of 10 ft wider than adjacent interior lots.
- v. **Road Setbacks.** Setbacks from roads shall be measured from the back of curb. All interior roads in the single family components shall have roads 26 feet in width measured from the back of curb to back of curb and shall be constructed with concrete mountable curbs.
- vi. **Front.** For lots fronting on two roads, the shortest distance from the road shall be deemed the front of the lot unless otherwise indicated on the approved plans.



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- vii. **Front and Rear Setback.** Residential structures shall be set back a minimum of 25 ft from the road and 30 ft from the rear of structure to the rear of lot.
- viii. **Sidewalks.** Sidewalks shall be installed on both sides of and parallel to each of the interior roads within Single Family Components A, B & C. The sidewalks shall be 5 feet wide and set back from the edge of the road pavement a minimum distance of 5 feet. Sidewalks shall be concrete and constructed in compliance with Engineering Division standards for sidewalk construction.
- ix. **Garage Setback.** There shall be provided a minimum of 20 ft from the edge of the sidewalk to front of the attached garage.
- x. **Staggered Setbacks.** Front and rear yard setbacks may be staggered to improve views, preserve natural features along long, straight street segments so long as setbacks are consistent with this Agreement.
- xi. **Setback Measurement.** Setbacks shall be measured from the leading edge of the structure unless otherwise specified.
- xii. **Setbacks between Structures.** There shall be a total of 12 ft between structures with a minimum 6 ft side yard on each side measured from the leading edge of the structure.
- xiii. **Greenbelt.** The greenbelt area along 12 Mile Road and 13 Mile Road is in addition to setbacks and shall be a minimum of 50 feet, measured from the Right-of-Way line.
- xiv. **Decks and Patios.** Decks and patios may extend 16 ft from the rear of the structure and are permitted to encroach into the rear yard set back area.
- xv. **Air Conditioners.** Air conditioners are permitted only in the rear yard adjacent to the structure.
- xvi. **Building Heights.** Building heights shall not exceed 37 feet.
- xvii. **Number of Units.** A minimum total of 205 units shall be constructed in the single family components A and B of the Development.
- (b) **Architectural Diversity.** The Single-Family Components shall have

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building styles, elevations, and building materials equal to or comparable to the building schematic plans submitted as a part of the approved Revised Master Development Plan.

(c) **Minimum Square Footage.** One story single family residential units located within Single Family Components A & B shall be constructed with a minimum square footage of 2000 square feet; two story single family residential units located within those components shall be constructed with a minimum square footage of 2,200 square feet.

(d) **Exterior Building Materials.** All one story residential units shall be constructed with a full brick and/or masonry exterior with only the trim and accent areas (gables, bays and box out areas) being constructed with other acceptable trim materials as depicted in the building elevations contained in the application. All two story residential units shall be constructed with approximately 75% full brick and/or masonry exterior and 25% other acceptable trim or accent materials as described above, provided that the first story shall be constructed with a full brick and/or masonry exterior as provided in this subsection.

6.2 Single-Family Detached Condominium Component C.

(a) **Site Development Standards.** Notwithstanding any City ordinances or other requirements to the contrary, the Single-Family Condominium Component of the Development shall be designed and constructed consistent with the following standards:

- i. **Lot Definition.** For purposes of this Single Family component, a reference to lot shall mean the building envelope including the designated yard setback areas.
- ii. **Building Envelope.** Residential dwellings shall be constructed on the lot within the building envelopes created by the setback requirements set forth herein, and no variance for the construction of residential dwellings outside of the building envelope shall be deemed to be granted.
- iii. **Lot Coverage.** Lot coverage shall not exceed 40%.
- iv. **Width.** Lot width shall be 55 ft per lot within Single Family Condominium

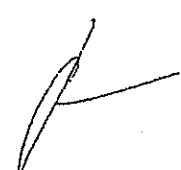
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Components C.

Corner lots shall be a minimum of 10 ft wider than adjacent interior lots.

Lot width shall be 55 ft per lot within Single Family Detached Condominium Component C. No decrease in lot width shall be allowed in Single Family Detached Condominium Component C.

- v. **Road Setbacks.** Setbacks from roads shall be measured from the back of curb. All interior roads in the single family components shall have roads 26-feet in width measured from the back of curb to back of curb and constructed with concrete mountable curbs.
- vi. **Front.** For lots fronting on two roads, the shortest distance from the road shall be deemed the front of the lot, unless otherwise depicted on the approved plan.
- vii. **Front and Rear Setback.** Residential structures shall be set back a minimum of 25 ft from the road and 30 ft from the rear of structure to the rear of lot.
- viii. **Sidewalks.** Sidewalks shall be installed on both sides of and parallel to each of the interior roads within Single Family Components A, B & C. The sidewalks shall be 5 feet wide and set back from the edge of the road pavement a minimum distance of 5 feet. Sidewalks shall be concrete and constructed in compliance with Engineering Division standards for sidewalk construction.
- ix. **Garage Setback.** There shall be provided a minimum of 20 ft from the edge of the sidewalk to front of the attached garage.
- x. **Staggered Setbacks.** Front and rear yard setbacks may be staggered to improve views, preserve natural features along long, straight street segments so long as setbacks are consistent with this Agreement.
- xi. **Setback Measurement.** Setbacks shall be measured from the leading edge of the structure unless otherwise specified.
- xii. **Setbacks between Structures.** There shall be a total of 10 ft between structures with a minimum 5 ft side yard on each side measured from the leading edge of the structure.



- xiii. Decks and Patios. Decks and patios may extend 16 ft from the rear of the structure and are permitted to encroach into the rear yard set back area.
- xiv. Air Conditioners. Air conditioners are permitted only in the rear yard adjacent to the structure.
- xv. Building Heights. Building heights shall not exceed 37 feet.
- xvi. Number of Units. A minimum total of 87 units shall be constructed in the single family condominium component of the Development.

(b) Architectural Diversity. The Single-Family Condominium Component shall have building styles, elevations, and building materials equal to or comparable to the building schematic plans submitted as a part of the approved Revised Master Development Plan.

(c) Minimum Square Footage. Residential units located within Single Family Detached Condominium Component C shall be constructed with a minimum square footage of 1600 square feet. In the event there are two story structures erected in the Single Family Component C, the minimum square footage shall be 2,000.

(d) Exterior Building Materials. All one story residential units shall be constructed with a full brick and/or masonry exterior with only the trim and accent areas (gables, bays and box out areas) being constructed with other acceptable trim materials as depicted in the building elevations contained in the application. All two story residential units shall be constructed with approximately 75% full brick and/or masonry exterior and 25% other acceptable trim or accent materials as described above, provided that the first story shall be constructed with a full brick and/or masonry exterior as provided in this subsection.

6.3 Duplex and Stacked Duplex Components. Notwithstanding any City ordinances or other requirements to the contrary, the Duplex Components of the Development shall be designed and constructed consistent with the following standards:

- (a) Site Development Standards.
 - i. Building Envelopes. Residential structures shall consist of two units constructed within the building envelopes created by the setback



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requirements set forth herein, and no variances for the construction of residential structures outside of such building envelopes shall be deemed to be granted herein.

- ii. **Road Setbacks.** Setbacks from roads shall be measured from the back of curb. All interior roads in the Duplex and Stacked Duplex Component shall have roads a minimum of 24 feet in width measured from the back of curb to back of curb and constructed with concrete mountable curbs.
- iii. **Front.** For units fronting on two roads, the shortest distance from the road shall be deemed the front, unless otherwise designated on the approved site plan.
- iv. **Front and Rear Setback.** Residential structures shall be set back a minimum of 25 ft from the road and provide a 30 ft rear yard measured from the leading edge of the structure. Structures placed rear to rear shall have 50 ft between structures.
- v. **Sidewalks.** Sidewalks shall be installed as depicted in the final component site plan for this component. The sidewalks shall be 5 feet wide and shall be constructed in compliance with Engineering Division standards for sidewalk construction.
- vi. **Garage Setback.** There shall be provided a minimum of 20 ft from the edge of the sidewalk to the front of the attached garage.
- vii. **Staggered Setbacks.** Front yard setbacks may be staggered up to 5 ft and garage elevations varied in order to achieve a varied appearance within the Duplex component, improve views and preserve natural features so long as setbacks are consistent with this Agreement.
- viii. **Setbacks.** All setbacks shall be measured from the leading edge of the structure unless otherwise specified.
- ix. **Setbacks between structures.** Residential structures side to side shall have a minimum of 10' between structures, measured from the leading edge of the structure. Corner setbacks shall be a minimum of 10 ft. Corner setback applies when adjacent building corners have an angle of 45° or more to each other.

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- x. Decks or patios. Decks or patios may extend 16 ft from the rear of the structure and are permitted to encroach into the rear yard set back area.
- xi. Air Conditioners. Air conditioners are permitted only in the rear yard adjacent to the structure.
- xii. Building Heights. Building heights shall not exceed 37 feet.
- xiii. Number of Units. Total number of units to be constructed shall not exceed 266 total units comprised of: 158 units (79 structures) for Component A and 108 units (27 structures) for Component B.

(b) **Architectural Standards.** Residences in the Duplex Component shall conform to the architectural standards, building styles, elevations, and building materials equal to or comparable to the building schematic plans submitted as a part of the approved Revised Master Development Plan.

(c) **Minimum Square Footage.** One story residential units located within Component A shall be constructed with a minimum square footage of 1,400 square feet per unit; two story residential units located within Component A shall be constructed with a minimum square footage of 1,650 square feet per unit. One story residential units located within the Stacked Duplex Component B shall be constructed with a minimum square footage of 1,400 square feet per unit.

(d) **Exterior Building Materials.**

i. **Duplex A.** All one story residential units located in Component A shall be constructed with a full brick and/or masonry exterior with only the trim and accent areas (gables, bays and box out areas) being constructed with other acceptable trim materials as depicted in the building elevations contained in the application. All two story residential units shall be constructed with approximately 75% full brick and/or masonry exterior and 25% other acceptable trim or accent materials as described above, provided that the first story shall be constructed with a full brick and/or masonry exterior as provided in this subsection.

ii. **Stacked Duplex B.** This Component shall be constructed as depicted in the building elevations and design schematics submitted with the Revised Master Development Plan, as well as, the final site plan for this Component.

6.4 Four-Plex Component. Notwithstanding any City ordinances or other requirements to the contrary, the Four-Plex Component of the Development shall be designed and constructed consistent with the following standards:

- (a) Site Development Standards.
 - i. Building Envelopes. Residential structures shall consist of four units constructed within the building envelopes created by the setback requirements set forth herein, and no variances for the construction of residential structures outside of such building envelopes shall be deemed to be granted herein.
 - ii. Road Setbacks. Setbacks from roads shall be measured from the back of curb. All interior roads in the Four-Plex component shall have roads a minimum of 24 feet in width measured from the back of curb to back of curb and constructed with concrete mountable curbs.
 - iii. Sidewalks. Concrete sidewalks shall be installed as depicted in the final component site plan for this component. The sidewalks shall be 5 feet wide and shall be constructed in compliance with Engineering Division standards for sidewalk construction.
 - iv. Front. For units fronting on two roads, the shortest distance from the road shall be deemed the front unless otherwise specified in the approved site plan.
 - v. Front and Rear Setback. Residential structures shall have a minimum 25 ft front yard measured from the leading edge of the structure and shall provide a 25 ft rear yard measured from the leading edge of the structure. Structures placed rear to rear shall have 50 ft between structures.
 - vi. Setbacks Between Structures. Structures side to side shall have a minimum total of 15 ft between the structures, excluding fireplace and chimney projections. From corner to corner shall be a minimum of 15 ft. Corner setback applies when adjacent building corners have an angle of 45° or more to each other. From the corner to the road edge shall be a minimum of 25 ft.
 - vii. Setbacks. All setbacks shall be measured from the leading edge of the

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structure unless otherwise specified.

- viii. Decks or patios. One deck or patio per unit may extend 16 ft from the rear or side of the structure. One deck or patio per unit is permitted to encroach into the side or rear yard set back area.
- ix. Air Conditioners. Air conditioners shall be installed adjacent to the structure and are prohibited in the front yard area.
- x. Building Heights. Building heights shall not exceed 37 feet.
- xii. Number of Units. Total number of units to be constructed shall not exceed 204 units (51 structures) and shall be designated on the final site plan.

(b) Architectural Standards. Residences in the Four-Plex Component shall conform to the architectural standards, building styles, elevations, and building materials equal to or comparable to the conceptual plans submitted as a part of the approved Revised Master Development Plan.

(c) Minimum Square Footage. Residential units located within this component shall be constructed with a minimum square footage of 1,400 square feet per unit.

(d) Exterior Building Materials. All one story residential units shall be constructed with a full brick and/or masonry exterior with only the trim and accent areas (gables, bays and box out areas) being constructed with other acceptable trim materials as depicted in the building elevations contained in the application. All two story residential units shall be constructed with approximately 75% full brick and or masonry exterior and 25% other acceptable trim or accent materials as described above, provided that the first story shall be constructed with a full brick and/or masonry exterior as provided in this subsection.

6.5 Twelve-Plex Component. Notwithstanding any City ordinances or other requirements to the contrary, the Twelve-Plex Component of the Development shall be designed and constructed consistent with the following standards:

- (a) Site Development Standards.
 - i. Building Envelopes. Residential structures shall consist of twelve units

constructed within the building envelopes created by the setback requirements set forth herein, and no variances for the construction of residential structures outside of such building envelopes shall be deemed to be granted herein.

- ii. **Road Setbacks.** Setbacks from roads shall be measured from the back of curb. All interior roads in the Twelve-Plex component shall have roads a minimum of 24 feet in width measured from the back of curb to back of curb and constructed with concrete mountable curbs.
- iii. **Sidewalks.** Concrete sidewalks shall be installed as depicted in the final component site plan for this component. The sidewalks shall be 5 feet wide and shall be constructed in compliance with Engineering Division standards for sidewalk construction.
- iv. **Front.** For units fronting on two roads, the shortest distance from the road shall be deemed the front unless otherwise specified on the approved site plan.
- v. **Front and Rear Setback.** Residential structures shall have a minimum 25 ft front yard measured from the leading edge of the structure and shall provide a 25 ft rear yard measured from the leading edge of the structure. Front yard may be reduced to 22 ft if located on a median of eyebrow. Structures placed rear to rear shall have 50 ft between structures.
- vi. **Setbacks Between Structures.** Structures side to side shall have a minimum total of 30 ft between the structures, excluding fireplace and chimney projections. From corner to corner shall be a minimum of 30 ft. Corner setback applies when adjacent building corners have an angle of 45° or more to each other. From the corner to the road edge shall be a minimum of 25 ft.
- vii. **Staggered Setbacks.** Front yard setbacks may be staggered up to 5 ft and garage elevations varied in order to achieve a varied appearance within the Twelve-Plex component, improve views and preserve natural features so long as setbacks are consistent with this Agreement.
- viii. **Setbacks.** All setbacks shall be measured from the leading edge of the

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structure unless otherwise specified.

- ix. **Air Conditioners.** Air conditioners shall be installed adjacent to the structure and are prohibited in the front yard area.
- x. **Building Heights.** Building heights shall not exceed 37 feet.
- xi. **Number of Units.** Total number of units to be constructed shall not exceed 156 units (14 structures) and shall be designated on the final site plan.

(b) **Architectural Standards.** Residences in the Twelve-Plex Component shall conform to the architectural standards, building styles, elevations, and building materials equal to or comparable to the building schematic plans submitted as a part of the approved Revised Master Development Plan.

(c) **Minimum Square Footage.** Residential units located within this component shall be constructed with a minimum square footage of 1,200 square feet per unit.

(d) **Exterior Building Materials.** This component shall be constructed as depicted in the building elevations and design schematics submitted with the Revised Master Development Plan, as well as, the final site plan for this Component.

6.6 Senior Housing Component. Notwithstanding any City ordinances or other requirements to the contrary, the Senior Housing Component of the Development shall be designed and constructed consistent with the following standards:

(a) **Final Site Plan Approval.** The City Council has granted conceptual approval for the Senior Housing component as presented with the Revised Master Development Plan. Prior to commencing with development and construction of the Senior Housing component, a final site plan shall be submitted for consideration and approval pursuant to applicable provisions of Code of Ordinances and in compliance with the specific standards for site improvement and construction set forth in this Development Agreement and in compliance with the PUD Zoning Ordinance. The component shall be developed and constructed pursuant to and in compliance with the approved site plan and the standards set forth in this Agreement.

- (b) Site Development Standards.
- i. Building Envelopes. Residential structures shall be constructed within the building envelopes created by the setback requirements set forth herein, and no variances for the construction of the senior housing structures outside of such building envelopes shall be deemed to be granted herein.
 - ii. Setbacks. All setbacks shall be measured from the leading edge of the structure unless otherwise specified.
Front Yard: 55 Feet
Side Yard: 15 Feet plus ½ foot for every 10 feet over 50 feet in length
Rear yard: 50 Feet
 - iii. Road Setbacks. Setbacks from roads shall be measured from the back of curb. All interior roads in the Senior Housing component shall have roads a minimum of 24 feet in width measured from the back of curb to back of curb and constructed with concrete mountable curbs.
 - iv. Sidewalks. Concrete sidewalks shall be installed as depicted in the final component site plan for this component. The sidewalks shall be 5 feet wide and shall be constructed in compliance with Engineering Division standards for sidewalk construction.
 - v. Building Height. Maximum building height shall be four (4) stories or approximately 55 feet from the grade to the midpoint of eave and ridge.
 - vi. Parking of Passenger Vehicles. 1 space per unit shall be provided.
 - vii. Number of Units. Total number of units to be constructed shall not exceed 150 units and shall be designated on the final site plan.
- (c) Minimum Apartment/Unit Size. One (1) and Two (2) bedroom units are permitted: One (1) bedroom units shall be at least 660 sq. ft.
Two (2) bedroom units shall be at least 800 sq. ft.
- (d) Residency Restrictions. Households in which at least one (1) person is 55 years old or older. Senior Citizen for the purpose of this section are those persons 55 years of age or older.

(e) **Architectural Standards.** Residential structures shall conform to the architectural standards, building styles, elevations, and building materials equal to or comparable to the building schematic plans submitted as a part of the approved Revised Master Development Plan.

(f) **Exterior Building Materials.** This component shall be constructed primarily with brick exterior with the trim and accent areas being constructed of other acceptable trim materials. This component shall be constructed with building elevations and design schematics submitted with the Revised Master Development Plan as well as the final site plan for this component.

6.7 Commercial and Commercial/Office Components. Notwithstanding any City ordinances or other requirements to the contrary, the Commercial and Commercial/Office Components of the Development shall be designed, constructed and used consistent with the following standards:

(a) **Final Site Plan Approval.** The City Council has granted conceptual approval for the Commercial and Commercial/Office Components as presented with the Revised Master Development Plan. Prior to commencing with development and construction of the Commercial or Commercial/Office components, a final site plan for each Commercial and Commercial/Office component of the Planned Unit Development shall be submitted for consideration and approval pursuant to applicable provisions of Code of Ordinances and in compliance with the specific standards for site improvement and construction set forth in this Development Agreement and in compliance with the PUD Zoning Ordinance. Details for the commercial signage as presented in the Site Signage Allocation Plan shall be included in the final site plans for each Commercial or Commercial/Office Component. These components shall be developed and constructed pursuant to and in compliance with the approved site plans and the standards set forth in this Agreement.

(b) **Size of Components.** There are four (4) Commercial and Commercial/Office Components proposed. There is one (1) Commercial Component A proposed that is approximately 2.5 acres; one Commercial/Office Component B proposed that is approximately 12.7 acres; One Commercial Component C proposed

that is approximately 21 acres and one Commercial Component D proposed that is approximately 16 acres.

(c) **Permitted Uses.** Any use of the property within the Development shall conform to the uses as delineated in Division 2 of the Planned Unit Development Ordinance, sections 18.06 to 18.08.

(d) **Site Development Standards.** Notwithstanding any City ordinance or other requirement to the contrary, the Commercial Components and Commercial/Office Components of the Development shall be designed and constructed consistent with the following standards:

- i. **Building Setbacks.** All setbacks shall be measured from the leading edge of the structure unless otherwise specified.
- ii. **Road Setbacks.** Setbacks along Mound Road, 12 Mile Road, and 13 Mile Road shall be measured from the Right-of-Way line. Set backs along interior roads shall be measured from the back of curb.
- iii. **Greenbelt.** A greenbelt shall be provided that is a minimum of 25 feet along Mound Road, along 12 Mile Road and 13 Mile Road, and 10 feet from Right-of-Way or easement lines along internal streets and drives to provide an attractive landscape. This greenbelt area shall be planted as provided in the approved landscape plan.
- iv. **Front Yard.** Twenty-five (25) feet measured from the Mound Road Right-of-Way to the edge of any parking lot or structure, whichever is closer; twenty-five (25) feet measured from the 12 Mile Road and the 13 Mile Road Right-of-Way to the edge of any parking lot or structure, whichever is closer.
- v. **Side Yard.** Structures shall have twenty-five (25) feet on each side; fifty (50) feet where abutting a residential use. The side yard set back requirement shall not be applied if the building was built as a mixed use building under Chapter 3 of the Michigan Building Code, and a portion of the property is subsequently sold to another user and the appropriate fire rated wall is provided between the users. No side yard setback shall be required where parking lots are connected providing a minimum of fifty

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(50) feet between structures.

- vi. Rear Yard . Twenty (20) feet from the structure except the standard is fifty (50) feet where abutting a residential use, unless the unlimited area building provisions of the Michigan Building Code Section 507 are utilized, a larger setback between buildings may be required to comply with the provisions of section 507.
- vii. Building Height. Maximum height of forty (40) feet, plus up to an additional five (5) feet for parapet to screen roof-mounted mechanical and HVAC units and/or architectural features.
- viii. Parking.
 - a. Retail and Commercial uses. 5 spaces per 1000 gross square feet of building area.
 - b. Stand Alone Restaurants. 10 spaces per 1000 gross square feet for both sit down and fast food restaurants.
 - c. Gasoline Service Stations. and similar commercial uses shall provide parking in accordance with the standard provided in the Warren Zoning Ordinance.
 - d. Offices and Banks. 1 space per 250 gross square feet of building.
 - e. Medical Offices. 1 space per 150 gross square feet of building area.
 - f. Dimensions. Parking spaces shall be 10 x 18 feet, with a minimum 24 foot wide aisle. Notwithstanding, parking spaces may be 9 x 19 feet, with a minimum of 24 foot wide aisle, for any retail or commercial user, owner or tenant whose structure/building is 80,000 square feet area or more.
 - g. Land banking for future parking needs. The Developer may bank land designated on the site plan for future parking needs. The amount which may be banked is limited to .5 spaces per 1,000 for the commercial and commercial/office areas. The banked parking area shall be maintained as green space until parking demands require that the banked parking be installed.

ix. Signs.

a. Entrance signs.

Mound Road, 12 Mile Road and 13 Mile Road Entrances. A monument entrance sign shall be installed at each entrance as depicted in the attachments to the Application for Rezoning, Section 4, Architectural Features, Sample Entrance Details. The signs shall not exceed seven feet in height and thirty-two (32) square feet of text per side. The signs shall be set back from the right-of-way line a minimum distance equal to the height of the sign.

b. Interior Residential Signs.

One (1) identification monument sign not to exceed 32 square feet in sign area, five (5) feet in height, set back a distance equal to the height shall be allowed for each residential component

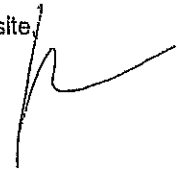
c. Commercial Signage.

Commercial signage shall conform to the provisions of the sign ordinance except the signage which has been approved as specified in the addendum to this Development Agreement titled Approved Commercial Signage.

- x. Commercial Lighting. All parking and building mounted lighting will be full cut-off fixtures. All lighting on site shall be shielded and not encroach upon abutting uses and properties. All glare shall be eliminated from all light fixtures. Upward directed lighting is prohibited. Light fixtures shall not exceed 25 feet in height, measured from the top of the base fixtures. The final site plans will be required to include full lighting details for the entire site. Any proposed lighting for the underside of a canopy shall be flush mounted. All other lighting, such as accent and pedestrian lighting, must conform to Edison's Site Lighting Regulations.

xi. Michigan Building Code.

- (a) Each commercial or commercial/office building shall be constructed in accordance with the Michigan Building Code, provided that if there are initially separate parcels to be utilized as one building site,



prior to issuance of the building permit the parcels shall be combined under one parcel identification number pursuant to standard City procedures.

- (b) In the event of a change in ownership resulting in multiple owners of a commercial building with separate parcel identification numbers, the provisions of the side yard set back or any open perimeter requirements shall not be applicable so as long as the building is not constructed as an unlimited area building under the provisions of the Michigan Building Code and the component was developed in accordance with the Michigan Condominium Act.

xii. **Architectural Style.** The Commercial and Commercial/Office Components shall have building styles, elevations, and exterior materials which conform to the architectural style represented on the conceptual plans submitted as a part of the approved Revised Master Development Plan.

xiii **Building Design.** Given the potential variation in uses, there will likely be a variation in building design, colors and materials. However, any commercial uses developed as a shopping center shall be designated in a harmonious manner with similar or complimentary design and materials. Building architecture shall conform to the following guidelines:

1. Grand/Sakwa shall provide and submit site elevations, a landscape Plan and the sign package with the first Site Plan submitted. Any variance necessary for the sign package not approved in the addendum, titled Approved Commercial Signage, shall be obtained from the Zoning Board of Appeals.
2. Building materials shall be of a quality of the examples attached as Exhibit H. Together with the final site plans, Grand/Sakwa shall submit an example of all building materials for each commercial and commercial/office structure for approval.
3. Buildings shall provide varied architectural features.
4. Building material on the exterior wall shall be brick, masonry, natural stone or glass. Wood and E.F.I.S shall be used only as trim

or accent materials at least ten (10) feet above grade.

5. Building entrances shall use windows, canopies and/or awnings.
6. Loading shall not be permitted in a front yard and overhead doors shall not face a public street, with the exception of internal service drives and the Mound Road frontage, where loading areas and doors are permitted but shall be screened.
7. Any loading areas visible from Mound Road, 12 Mile Road or 13 Mile Road shall be screened from view by design, screen walls and or landscaping.
8. Enclosures, screening, trash collector points shall be compatible with the primary structure with respect to color, material and design. All trash receptacles shall be screened with masonry walls.

ARTICLE VII. RESIDENTIAL PERMITS AND FEES.

7.1 Builders for Each Component. The builders within each Residential Component shall be required to apply for and obtain all necessary permits for construction of the residential buildings and site improvements to the Property.

(a) Issuance of Building Permits Including Model Permits. Building permits shall be issued for residential buildings in any of the components based on the units identified in the Master Deed for the component or in the event the Master Deed is not filed at the time of request for building permit issuance, based on the number of parcel identification numbers issued within that Component in compliance with the Michigan Land Division Act, MCL 560.108. Further, prior to the issuance of building permits for the residential buildings 1) the construction of the site improvements for each component shall have been commenced; and (2) a gravel surface must be in place to provide clear access to the site under construction; and 3) public underground water supply and sanitary sewer shall be available to the proposed building; and 4) fire hydrants shall be provided and energized as required by the Fire Prevention Code.

(b) Fees. The builders within each Component shall pay the usual and customary review fees, inspection fees, and other applicable fees at the current rate in effect at the time of execution of application for permits.

7.2 Sales/Construction Trailers. Sales and construction trailers may be utilized in each Component until the sale of all residential buildings to be constructed within the Component. The location and design of such temporary trailers shall be reviewed for compliance with the Michigan Building Code, Sec. 3103 and approved administratively by the Building Division, which approval shall not be unreasonably withheld or delayed, without the necessity of amending this Agreement or obtaining any other approvals upon proper application and approval thereof.

7.3 Temporary Signs. During construction, temporary construction and sales signs, including banners, flags, sandwich signs and placards, may be placed on the property in the green belt areas along 12 Mile Road, 13 Mile Road, Mound Road and within the Development to advertise the Development, the various Components being constructed and the models therein, in accordance with the following requirements:

- i. A permit is not required to erect temporary signs in conformity with these provisions.
- ii. All temporary signs shall not project higher than 12 feet above grade.
- iii. All temporary signs shall have no more than two (2) faces and shall not exceed 32 square feet per face.
- iv. No temporary signs may be placed in the public right-of-way.
- v. No temporary sign shall be erected that is a visual obstruction to motorists traversing along 12 Mile, 13 Mile and Mound Road.
- vi. Festoons are prohibited.
- vii. All temporary signs and flags within each component must be removed upon the sale of all residential buildings to be constructed within the component. Upon sale of all residential units all remaining temporary signs shall be removed.
- viii. Any temporary sign erected in violation of these provisions shall be removed within 24 hours of notice to remove the specified sign.

7.4 Certificates of Occupancy. Certificates of occupancy shall be issued as

1/25/05

provided by the Michigan Building Code. The City will not be obligated to issue certificates of occupancy for any lot or unit within any Component until such time as (i) the plat or master deed for the lot/unit within such Component has been recorded, and (ii) the sanitary sewer, water, storm sewer, and paving which are part of the Master Improvements and service the specific building (but specifically not including the entryways, berms, landscaping, or signs) have been completed; and (iii) upon satisfactory final inspection by the Building Division.

ARTICLE VIII. ENFORCEMENT OF TRAFFIC CONTROLS

8.1. The Warren Police Department shall have the authority to enforce all traffic controls, speed limits, and parking limitations within the Development, notwithstanding the fact that although the roads within the Development are private roads, they are open to the public. The Developer shall properly post all traffic control regulations pursuant to the approved traffic control signage plan.

ARTICLE IX. LAND DIVISIONS APPLICABLE TO INDIVIDUAL COMPONENTS AND THE ASSIGNMENT OF TAX PARCEL IDENTIFICATION NUMBERS

9.1 Land Division. The City acknowledges that the Developer has requested the division of the land comprising the Property to accommodate the legal description for each component development within the project. A Division Map has been submitted together with legal descriptions for each proposed Component attached as Exhibit 19. The proposed divisions have been reviewed administratively and as depicted on the Division Map, including the depiction of roads providing access to all Components listed in section 9.2, has been approved by all applicable Departments, conditioned upon the recording of a Declaration of Easements, Covenants, Conditions, and Restrictions for the Heritage Village Master Residential Community or other acceptable easement document which provides the required access to all Components. The approval by City Council of this document suspends application of Section 35-27 and approves the land divisions as set forth in this section with the condition stated. In addition, the Warren Code of Ordinances section 35-27 requires the payment of a processing and review fee of one hundred dollars per application, which fee shall be

1/25/05

paid within 10 days of execution of this document. Upon final execution of this Development Agreement, payment of the land division fees and submission of a recorded Declaration of Easements, Covenants, Conditions, and Restrictions for the Development or other acceptable easement document which provides the required access to all Components listed in 9.2, the City Assessor shall immediately submit the land division request to the Macomb County Land File Division for processing and assignment of separate tax parcel identification numbers for each component based on the legal descriptions set forth in 9.2 of this Development Agreement.

9.2 Legal Descriptions. Legal descriptions shall be attached as exhibits hereto and made a part hereof for each of the Components listed as follows:

- Exhibit 2 Single-Family Component A
- Exhibit 3 Single-Family Component B
- Exhibit 4 Single-Family Detached Condominium Component C
- Exhibit 5 Duplex Component A
- Exhibit 6 Stacked Duplex Component B
- Exhibit 7 Four-Plex Component
- Exhibit 8 Twelve-Plex Component
- Exhibit 9 Senior-Housing Component
- Exhibit 10 Commercial Component A
- Exhibit 11 Commercial/Office Component B
- Exhibit 12 Commercial Component C
- Exhibit 13 Commercial Component D
- Exhibit 14 Park 1
- Exhibit 15 Park 2
- Exhibit 16 Park 3
- Exhibit 17 Park 4
- Exhibit 18 Park 5

9.3 Revision to Legal Descriptions. In the event the legal description of any Component requires minor revision due to field engineering conditions after the

1/25/05

assignment of tax parcel identification numbers, request for revision shall be submitted to the City Assessor who shall review the requested revision and seek comment and approval of the applicable administrative departments. If approval is granted the correction shall be made. In any event, approval shall not be unreasonably withheld.

ARTICLE X. ADDITIONAL PROVISIONS AND CONDITIONS

10.1 **Good Faith.** The parties and their respective successors and assigns shall treat and cooperate with one another in good faith. The parties shall take all actions and/or execute any and all documents and/or enter into such additional agreements as are necessary or convenient to carry out the spirit or intent of this Agreement.

10.2 **Amendment.** The terms of this Agreement may be amended, changed, or modified by written agreement executed by the City and Grand/Sakwaand/or its successors and assigns.

10.3 **Authority to Execute.** By the execution of this Agreement, Grand/Sakwa and the City each warrants to the other that they have the authority to execute this Agreement and bind their respective entities to its terms and conditions.

10.4 **Controlling Terms.** In the event of a conflict between a regulation in the Code of Ordinances; and a standard contained in the approved plans or this Development Agreement, the standard specified in the approved plan or in this Agreement shall prevail and the standard shall be applied, without the necessity of obtaining a variance. To the extent that this Agreement and/or the approved plans are silent on issues regulated by City ordinances, then the City ordinance shall control.

10.5 **Inclusion of Exhibits.** This Agreement is hereby deemed to include all exhibits attached hereto, addendums and approved plans referenced herein. These documents being incorporated herein and made a part hereof as if the contents were fully set out in their entirety in the body of this Agreement. All references to this

Agreement are deemed to be a reference to the body of this Agreement including the exhibits, addendums and approved plans.

10.6 Master Plan or Zoning Change. The approvals and uses permitted under the Planned Unit Development District shall not be deemed in the future to be legal nonconforming uses, structures and/or distances, or legally nonconforming in any way, but rather are, and shall be deemed principal permitted uses, structures, and distances in conformance with all present and future ordinances and Master Plans.

10.7. Clerical Errors. Any clerical errors or mistakes in any document or exhibit description contained in this Agreement may be corrected by any of the parties, and all parties agree to cooperate in making such corrections in order to effectuate the spirit and intent of the parties in entering into this Agreement.

10.8. Effect of Agreement. This Agreement is binding upon and shall inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors, successors-in-interest and assigns without limiting the generality thereof, and further, the terms and conditions of this Agreement as the same may be amended from time to time, including without limitation, uses permitted on the Property pursuant to this Agreement, shall be deemed to run with the land for the benefit of the Property and each Component only, and not for the benefit of any surrounding property.

10.9. Counterparts. This Agreement may be executed by the parties in counterparts. Pages containing original signatures shall be attached to the original Agreement and photocopies of pages bearing signatures of the parties hereto shall be deemed duplicate originals.

10.10 Notices. All notices shall be given in writing by either certified or registered mail at the respective addresses of the parties as set forth or as designated hereafter in writing. Notice by mail shall be deemed given on the date of mailing, postage prepaid.



1/25/05

NOTICE FOR CITY:

Mr. George Constance, City Attorney

City of Warren
29500 Van Dyke Avenue
Warren, MI 48093
586- 574-4628
Fax: 586- 574-4530

NOTICE FOR GRAND/SAKWA:

Mr. Gary Sakwa
Mr. Paul Bringer, Esq.
Grand/Sakwa Properties, L.L.C.
28470 Thirteen Mile Road, Suite 220
Farmington Hills, MI 48334
248-855-5550
Fax: 248-855-0915

10.11. Off-Site Improvements. To the extent any lift or pump stations or any other improvements are required off-site in order to provide sufficient sanitary sewer capacity to serve the Property, such improvements shall be constructed by Grand/Sakwa at no cost and expense to the City.

10.12 Retained Right to Grant Easements as depicted on the Revised Master Development Plan. Grand/Sakwa retains the right to grant easements for roads and utilities as depicted on the revised Master Development Plan and approved on the Engineering Plans including easements through, over and under designated open space areas.

10.13 Time is of the Essence. Both parties acknowledge that time is of the essence of this Agreement.

10.14 Incorporation by Reference of Application for PUD Approval. The parties mutually agree that the Application for PUD Approval dated November 24, 2004 and the supplemental submittal dated January 13, 2005 (including all amendments submitted after that date) shall be incorporated by reference into this Agreement as though fully reproduced herein and shall be read in conjunction with this Agreement. In the event of a conflict between the Application for PUD Approval, the supplemental submittal, any amendments and this Agreement, the parties mutually agree that the interpretation of this Agreement shall prevail.

1/25/05

IN WITNESS HEREOF, the City of Warren and Grand/Sakwa, by and through their duly authorized officers and representatives, have executed this Agreement as of the date set forth herein.

Dated: March 4, 2005.

WITNESS

CITY OF WARREN,
A Michigan Municipal Corporation

Doreen McBride By:
Doreen F. McBride

Sylvie Ross
Sylvie Ross

Sonia Boffa
Sonia Boffa

Kathy J. Dambrowski
KATHY J. DAMBROWSKI

Mark A. Steenbergh
Mark A. Steenbergh
Mayor
City of Warren

By: Richard Paul Sulaka
Richard Paul Sulaka
City Clerk
City of Warren

STATE OF MICHIGAN)
)SS.
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this 4th day of March, 2005, by Mark A. Steenbergh, the Mayor and Richard Paul Sulaka, the City Clerk of the City of Warren by authority given by resolution of the City Council.

Notary Public, Macomb County, Michigan
My commission expires: 12-9-06
Acting in Macomb County

WARREN LEGAL DEPARTMENT
APPROVED AS TO FORM

By: Larry L. [Signature]
Date: 1-31, 2005

Drafted by and Return to:
D'Agostini, Sault and Puggioni, PLLC
12900 Hall Rd, Suite 300
Sterling Heights, MI 48314

1/25/05

WITNESS:

GRAND/SAKWA OF WARREN L.L.C.,
A Michigan Limited Liability Company

William Eisenberg
Richard V. Sable

By: [Signature]
Gary Sakwa

Its: Authorized Representative

STATE OF MICHIGAN)
COUNTY OF MACOMB) SS.
Oakland

The foregoing instrument was acknowledged before me this 3rd day of March, 2005, by Gary Sakwa, the Authorized Representative of Grand/Sakwa of Warren, L.L.C, duly authorized to execute this Agreement.

Joyce L. Pkilas
JOYCE L. PKILAS
NOTARY PUBLIC OAKLAND CO., MI
MY COMMISSION EXPIRES Feb 11, 2007

Joyce L. Pkilas
Notary Public
Oakland County, Michigan
My commission expires: 2-11-2007
acting in the County of Oakland

I FURTHER CERTIFY THAT the following persons are the members of the Company: GARY SAKWA AND OTHERS

I FURTHER CERTIFY THAT any of the aforementioned members of the Company are authorized to execute or guarantee and commit the Company to the conditions, obligations and stipulations contained in the attached Agreement and that all necessary corporate approvals have been obtained in relationship thereto.

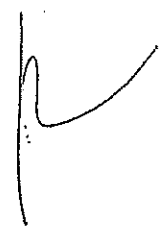
IN WITNESS WHEREOF, I have set my hand this 3rd day of MARCH, 2005.

[Signature]
Gary Sakwa, Authorized Representative

LIST OF EXHIBITS

ADDENDUM Approved Commercial Signage

- Exhibit 1 Legal Description for the entire PUD site
 - Exhibit 2 Legal Description for Single-Family Component A
 - Exhibit 3 Legal Description for Single-Family Component B
 - Exhibit 4 Legal Description for Single-Family Detached Condominium Component C
 - Exhibit 5 Legal Description for Duplex Component A
 - Exhibit 6 Legal Description for Stacked Duplex Component B
 - Exhibit 7 Legal Description for Four-Plex Component
 - Exhibit 8 Legal Description for Twelve-Plex Component
 - Exhibit 9 Legal Description for Senior-Housing Component
 - Exhibit 10 Legal Description for Commercial Component A
 - Exhibit 11 Legal Description for Commercial/Office Component B
 - Exhibit 12 Legal Description for Commercial Component C
 - Exhibit 13 Legal Description for Commercial Component D
 - Exhibit 14 Legal Description for Park 1
 - Exhibit 15 Legal Description for Park 2
 - Exhibit 16 Legal Description for Park 3
 - Exhibit 17 Legal Description for Park 4
 - Exhibit 18 Legal Description for Park 5
 - Exhibit 19 Land Division Map

 - Exhibit A Final Site Plan for Single-Family Component A
 - Exhibit B Final Site Plan for Single-Family Component B
 - Exhibit C Final Site Plan for Single-Family Component C
 - Exhibit D Final Site Plan for Duplex Component A
 - Exhibit E Final Site Plan for Stacked Duplex Component B
 - Exhibit F Final Site Plan for Four-Plex Component
 - Exhibit G Final Site Plan for Twelve-Plex Component
 - Exhibit H Examples of building materials
- 

RECEIVED

APR 25 2005

CITY OF WARREN
ASSESSOR'S OFFICE

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LIBER 16610 PAGE 494



04/20/2005 02:03:16 P.M.

MACOMB COUNTY, MI

CARNELLA SABAUGH, REGISTER OF DEEDS

SEAL

**DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE HERITAGE VILLAGE MASTER COMMUNITY**

This Declaration, made and entered into onto the 18TH day of April, 2005, by and among GRAND/SAKWA OF WARREN LLC, a Michigan limited liability company, whose address is Suite 220, 28470 Thirteen Mile Road, Farmington Hills, Michigan 48334 ("Declarant"), HERITAGE VILLAGE SINGLE FAMILY, INC., a Michigan corporation, whose address is Suite 220, 28470 Thirteen Mile Road, Farmington Hills, Michigan 48334 ("Single-Family A and B Developer"), SABLE REALTY VENTURES - HERITAGE III LIMITED, a Michigan limited partnership, whose address is Suite 300, 12900 Hall Road, Sterling Heights, Michigan 48313 ("Single-Family C Developer"), SABLE REALTY VENTURES - HERITAGE I LIMITED, a Michigan limited partnership, whose address is Suite 300, 12900 Hall Road, Sterling Heights, Michigan 48313 ("Duplex A Developer"), SABLE REALTY VENTURES - HERITAGE II LIMITED, a Michigan limited partnership, whose address is Suite 300, 12900 Hall Road, Sterling Heights, Michigan 48313 ("Duplex B Developer"), LOMBARDO WARREN LLC, a Michigan limited liability company, whose address is Suite 200, 6303 Twenty-Six Mile Road, Washington, Michigan 48094 ("Four-Plex Developer"), MJC HERITAGE LLC, a Michigan limited liability company, whose address is Suite 5, 46600 Romeo Plank Road, Macomb, Michigan 48044 ("Twelve-Plex Developer"), SABLE REALTY VENTURES - WARREN SENIORS LLC, a Michigan limited liability company, whose address is Suite 300, 12900 Hall Road, Sterling Heights, Michigan 48313 ("Senior Housing Developer"), GRAND/SAKWA WARREN COMMERCIAL/OFFICE PARCEL A LLC, a Michigan limited liability company, whose address is Suite 220, 28470 Thirteen Mile Road, Farmington Hills, Michigan 48334 ("Commercial/Office A Developer"), GRAND/SAKWA WARREN COMMERCIAL/OFFICE PARCEL B LLC, a Michigan limited liability company, whose address is Suite 220, 28470 Thirteen Mile Road, Farmington Hills, Michigan 48334 ("Commercial/Office B Developer"), GRAND/SAKWA WARREN COMMERCIAL PARCEL C LLC, a Michigan limited liability company, whose address is Suite 220, 28470 Thirteen Mile Road, Farmington Hills, Michigan ("Commercial C Developer"), GRAND/SAKWA WARREN COMMERCIAL PARCEL D LLC, a Michigan limited liability company, whose address is Suite 220, 28470 Thirteen Mile Road, Farmington Hills, Michigan 48334 ("Commercial D Developer"), and HERITAGE VILLAGE MASTER COMMUNITY ASSOCIATION, a Michigan non-profit corporation, whose address is 28470 Thirteen Mile Road, Suite 220, Farmington Hills, Michigan 48334 ("Park Owner") (Single-Family A and B Developer, Single-Family C Developer, Duplex A Developer, Duplex B Developer, Four-Plex Developer,

1162

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Twelve-Plex Developer, Senior Housing Developer, Commercial/Office A Developer, Commercial/Office B Developer, Commercial C Developer, Commercial D Developer and Park Owner are sometimes referred to herein individually as a "Parcel Developer", and collectively as the "Parcel Developers"), is based upon the following:

RECITALS:

A. Declarant has obtained certain approvals for the Heritage Village Community, as defined herein, a mixed-use development to be located in the City of Warren, Macomb County, Michigan.

B. Single-Family A and B Developer is fee simple owner of two (2) certain parcels of land located in the City of Warren, Macomb County, Michigan, as are more particularly described on Exhibits A and B respectively, attached hereto and made a part hereof (individually "Single-Family Parcel A" and "Single-Family Parcel B", respectively, and collectively, "Single-Family Parcels A and B"), which Single-Family A and B Developer currently intends to develop as a single-family residential condominium development.

C. Single-Family C Developer is fee simple owner of a certain parcel of land located in the City of Warren, Macomb County, Michigan, as is more particularly described on Exhibit C attached hereto and made a part hereof ("Single-Family Parcel C"), which Single-Family C Developer currently intends to develop as a single-family residential condominium development.

D. Duplex A Developer is fee simple owner of a certain parcel of land located in the City of Warren, Macomb County, Michigan, as is more particularly described on Exhibit D attached hereto and made a part hereof ("Duplex Parcel A"), which Duplex A Developer currently intends to develop as a multi-family duplex residential condominium development.

E. Duplex B Developer is fee simple owner of a certain parcel of land located in the City of Warren, Macomb County, Michigan, as is more particularly described on Exhibit E attached hereto and made a part hereof ("Duplex Parcel B"), which Duplex B Developer currently intends to develop as a multi-family duplex residential condominium development.

F. Four-Plex Developer is fee simple owner of a certain parcel of land located in the City of Warren, Macomb County, Michigan, as is more particularly described on Exhibit F attached hereto and made a part hereof (the "Four-Plex Parcel"), which Four-Plex Developer currently intends to develop as a multi-family four-plex residential condominium development.

G. Twelve-Plex Developer is fee simple owner of a certain parcel of land located in the City of Warren, Macomb County, Michigan, as is more particularly described on Exhibit G attached hereto and made a part hereof (the "Twelve-Plex Parcel"), which Twelve-Plex Developer currently intends to develop as a multi-family twelve-plex residential condominium development.

H. Senior Housing Developer is the purchaser of a certain parcel of land located in the City of Warren, Macomb County, Michigan, as is more particularly described on Exhibit H attached hereto and made a part hereof (the "Senior Housing Parcel"), which Senior Housing Developer currently intends to develop as a senior-citizen residential development.

I. Commercial/Office A Developer is fee simple owner of a certain parcel of land located in the City of Warren, Macomb County, Michigan, as is more particularly described on Exhibit I attached hereto and made a part hereof ("Commercial/Office Parcel A"), which Commercial/Office A Developer intends to develop in the future for any one or more of the uses permitted hereunder.

J. Commercial/Office B Developer is fee simple owner of a certain parcel of land located in the City of Warren, Macomb County, Michigan, as is more particularly described on Exhibit J attached hereto and made a part hereof ("Commercial/Office Parcel B"), which Commercial/Office B Developer intends to develop in the future for any one or more of the uses permitted hereunder.

K. Commercial C Developer is fee simple owner of a certain parcel of land located in the City of Warren, Macomb County, Michigan, as is more particularly described on Exhibit K attached hereto and made a part hereof ("Commercial Parcel C"), which Commercial C Developer intends to develop in the future for any one or more of the uses permitted hereunder.

L. Commercial D Developer is fee simple owner of a certain parcel of land located in the City of Warren, Macomb County, Michigan, as is more particularly described on Exhibit L attached hereto and made a part hereof ("Commercial Parcel D"), which Commercial D Developer intends to develop in the future for any one or more of the uses permitted hereunder.

M. Park Owner is fee simple owner of five (5) parcels of land located in the City of Warren, Macomb County, Michigan as are more particularly described on Exhibit M attached hereto and made a part hereof (collectively, the "Park Parcels").

N. Declarant, Single-Family A and B Developer, Single-Family C Developer, Duplex A Developer, Duplex B Developer, Four-Plex Developer, Twelve-Plex Developer, Senior Housing Developer, Commercial/Office A Developer, Commercial/Office B Developer, Commercial C Developer, Commercial D Developer, and Park Owner intend to establish Single-Family Parcels A and B, Single-Family Parcel C, Duplex Parcel A, Duplex Parcel B, the Four-Plex Parcel, the Twelve-Plex Parcel, the Senior Housing Parcel, Commercial/Office Parcel A, Commercial Office Parcel B, Commercial Parcel C, Commercial Parcel D, and the Park Parcels (collectively, and as more particularly described on Exhibit N attached hereto and made a part hereof, the "Heritage Village Master Community"), as a planned mixed-use development. (Single-Family Parcels A and B, Single-Family Parcel D, Duplex Parcel A, Duplex Parcel B, the Four-Plex Parcel, the Twelve-Plex Parcel, and the Senior Housing Parcel are sometimes referred to collectively herein as the "Residential Parcels," and Commercial/Office Parcel A, Commercial/Office Parcel B, Commercial

Parcel C, and Commercial Parcel D are sometimes referred to collectively herein as the "Non-Residential Parcels").

O. The Heritage Village Master Community is presently intended by Declarant to be developed as one or more condominium projects, platted subdivisions, or other forms of real estate development. Certain portions of the Heritage Village Master Community are presently intended by Declarant to be dedicated to common use for the benefit of all the owners in the Heritage Village Master Community.

P. The Community Areas, as defined herein, will consist in the first instance of those areas more particularly described in Article I, Section 2 hereof.

Q. Declarant desires to extend to the owners of all properties within the Heritage Village Master Community the right to utilize and benefit from certain of the Community Areas and to provide a permanent method for the support and upkeep of the Community Areas.

R. Declarant further desires to provide for the continuing attractiveness of the Heritage Village Master Community.

S. Declarant further desires to make provision for a variety of easements, restrictions and regulations to facilitate the effective development, construction, marketing, and operation of the Heritage Village Master Community.

T. General Motors Corporation, a Delaware corporation ("GM"), (i) is the immediate prior owner of the property comprising the Heritage Village Master Community, (ii) continues to own certain parcels of land and the improvements thereon adjacent and in proximity to the Heritage Village Master Community, as are more particularly described on Exhibit O attached hereto and made a part hereof (collectively, the "GM Tech Center Property"), (iii) has an interest in certain aspects of the manner in which the Heritage Village Master Community is developed, and (iv) conveyed the property comprising the Heritage Village Master Community to Declarant subject to the requirement that such property be made subject to this Declaration and that GM have the right to enforce certain provisions of this Declaration as specifically provided for herein.

Now, therefore, Declarant, hereby declares the Heritage Village Master Community shall be held, sold, conveyed, mortgaged and interests therein transferred subject to the following easements, restrictions, covenants and conditions, which are for the purposes set forth above and for the purposes of protecting the value and desirability of the Heritage Village Master Community and which shall run with the Heritage Village Master Community and be binding on all persons having any right, title or interest in the Heritage Village Master Community or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof and to GM:

ARTICLE I

DEFINITIONS

Section 1. Assessment Unit. "Assessment Unit" shall mean any residential condominium unit, as defined in Act 59 of Michigan Public Acts of 1978, as amended, and any subdivision lot, if any platted subdivision(s) is (are) included in the Heritage Village Master Community, in either case, developed within and incorporated into one of the Residential Parcels within the Heritage Village Master Community; provided, however, that in the event the Senior Housing Parcel is not developed as a condominium or subdivision development, the Senior Housing Parcel shall be deemed to have and consist of one hundred twenty (120) Assessment Units which shall be voted by the owner of the Senior Housing Parcel. Declarant shall have the authority to amend the definition of Assessment Unit to include any other forms of real estate development which may be subsequently included in the Heritage Village Master Community.

Section 2. Community Areas. "Community Areas" shall mean all the real property now or hereafter dedicated and declared by Declarant for the common use and enjoyment of all of the owners of property in the Heritage Village Master Community, including, without limitation certain entrance improvements, landscaping, roads, walking paths, sidewalks, private storm sewers and storm water detention areas, if any, and common open space areas, as described on Exhibit P and depicted on Exhibit Q attached hereto and made a part hereof. No area shown or indicated on any plan of any portion of the Heritage Village Master Community shall be considered as a Community Area unless and until it has been dedicated and declared by Declarant for the common use and enjoyment of the owners in the Heritage Village Master Community by a recorded instrument executed by Declarant. Declarant may, in its sole discretion, in the future add additional Community Areas to this Declaration. The size, design, location, and other physical attributes of any Community Areas shall all be within the sole discretion and control of the Declarant.

Section 3. Declarant. "Declarant" shall mean and refer to Grand/Sakwa of Warren LLC, a Michigan limited liability company, and its successors and assigns.

Section 4. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title (or in the case of any property which is the subject of a validly existing land contract, the land contract vendee) to any Assessment Unit within the Heritage Village Master Community, except that one holding any such interest merely as security for the performance of an obligation shall not be deemed an Owner. For the limited purpose of being entitled to the benefit of the Community Areas, the term Owner shall also include the occupants of the Senior Housing Parcel in the event the Senior Housing Parcel is not developed as a condominium or subdivision development.

Section 5. Owners' Associations. "Owners' Associations" shall mean the non-profit corporations of individual condominium project Owners (and individual subdivision project Owners if any platted subdivisions are included in the Heritage Village Master Community) within the

Heritage Village Master Community and any association(s) created pursuant to Article VI, Section 3 hereof.

ARTICLE II

ESTABLISHMENT AND OPERATION OF THE ASSOCIATION

Section 1. **The Heritage Village Master Community Association.** A Michigan non-profit corporation known as the Heritage Village Master Community Association (the "Association") will be established by Declarant pursuant to Articles of Incorporation and By-Laws. The general purpose of this Declaration is to provide a mechanism for the use, maintenance, repair and replacement of the Community Areas by the Association, and maintaining appropriate insurance (for the benefit of the Association, its members, and the owners of all other portions of Heritage Village Master Community), with respect to the Community Areas. The Association is to encourage and to promote the highest standards of management and maintenance for the land included in the Heritage Village Master Community, and to assist the members of the Association in maintaining the Heritage Village Master Community as a residential development of the highest quality. In furtherance of such purposes, the Association shall have such power and authority as are conferred upon it in its Articles of Incorporation and by this Declaration. Its Board of Directors shall be vested with and shall exercise all powers and authorities thus conferred upon it.

Section 2. **Membership in the Association.** There shall be two classes of membership in the Association as established in its Articles of Incorporation. The Declarant shall be the "Class A" member; and each Owner of an Assessment Unit shall be a "Class B" member (which shall include Declarant as to any Assessment Unit owned by any entity comprising Declarant). Anything contained in this Declaration to the contrary notwithstanding, the owners of the Non-Residential Parcels shall not be members of the Association and shall not be obligated to pay any costs (a) of or to the Association, or (b) otherwise under this Declaration.

Section 3. **Voting.** Membership in the Association shall be established in the manner set forth in its Articles of Incorporation. Voting by members of the Association shall be in accordance with the following provisions:

(a) Prior to the conveyance or lease by Declarant or others to individual purchase owners or occupants of ninety-five percent (95%) of all Assessment Units planned to be constructed in the Heritage Village Master Community and any expansion thereof (or at such earlier date as may be determined in Declarant's sole discretion) (whichever date is applicable being referred to herein as the "Turnover Date"), as is determined by the site plan approved by the City of Warren (the "City"), as the same may be amended from time to time, for the Heritage Village Master Community and any expansion thereof, no member, other than the Class A member, shall be entitled to vote. Until such time, Declarant shall be solely entitled to appoint the Board of Directors of and vote in the Association. At and after the Turnover Date, each member of the Association shall be

entitled to vote in accordance with Paragraph (b) of this Section 3.

(b) At and after the Turnover Date, each Class B member shall be entitled to one (1) vote for each Assessment Unit.

(c) The presence in person or by proxy of members representing at least sixty percent (60%) in number of the Assessment Units qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required herein, or in the Articles of Incorporation or By-Laws of the Association, to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

(d) Votes may be cast in person, by proxy or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

(e) A majority, except where otherwise provided herein or in the Articles of Incorporation or By-Laws of the Association, shall consist of the votes of more than fifty percent (50%) of the Assessment Units qualified to vote and voted by members of the Association in person or by proxy (or written vote if applicable) at a given meeting of the members of the Association. A majority, as set forth in the preceding sentence, shall be required for all matters and shall control unless a greater percentage is specifically required herein or in the Articles of Incorporation or By-Laws of the Association as to specific matters.

(f) Other provisions as to voting by members, not inconsistent with the provisions herein contained, may be set forth in the Articles of Incorporation or By-Laws of the Association.

Section 4. Litigation. The requirements of this Article II, Section 4, shall govern the Association's commencement and conduct of any civil action, except for actions to enforce the By-Laws of the Association or collect delinquent assessments. The requirements of this Article II, Section 4, will ensure that the members of the Association are fully informed regarding the prospects of engaging in, as well as the ongoing status of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each member of the Association shall have standing to sue to enforce the requirements of this Article II, Section 4. The following procedures and requirements apply to the Association's commencement of any civil action other than an action to enforce the By-Laws of the Association or collect delinquent assessments:

(a) The Association's Board of Directors (the "Board") shall be responsible in the first instance for recommending to the members that a civil action be filed, and supervising and

directing any civil actions that are filed.

(b) Before an attorney is engaged for purposes of filing a civil action on behalf of the Association, the Board shall call a special meeting of the members of the Association ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the members of the date, time and place of the litigation evaluation meeting shall be sent to all members not less than twenty (20) days before the date of the meeting and shall include the following information copied onto 8 1/2" x 11" paper, and such other information as is required to be provided under this Article II, Section 4:

(1) A certified resolution of the Board setting forth in detail the concerns of the Board giving rise to the need to file a civil action and further certifying that:

(i) It is in the best interest of the Association to file a lawsuit;

(ii) That at least one Board member has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the Association without success;

(iii) Litigation is the only prudent, feasible and reasonable alternative;
and

(iv) The Board's proposed attorney for the civil action is of the written opinion that litigation is the Association's most reasonable and prudent alternative.

(2) A written summary of the relevant experience of the attorney ("litigation attorney") the Board recommends be retained to represent the Association in the proposed civil action, including the following information:

(i) The number of years the litigation attorney has practiced law; and

(ii) The name and address of every condominium and/or homeowner association for which the attorney has filed a civil action in any court, together with the case number, county and court in which each civil action was filed.

(iii) The litigation attorney's written estimate of the amount of the Association's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.

(iv) The litigation attorney's written estimate of the cost of the civil action through a trial on the merits of the case ("total estimated cost"). The total estimated cost of the civil action shall include the litigation attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action ("litigation expenses").

(v) The litigation attorney's proposed written fee agreement.

(vi) The amount to be specially assessed against each Assessment Unit to fund the estimated cost of the civil action both in total and on a monthly per Assessment Unit basis, as required by Paragraph (f) of this Article II, Section 4.

(c) If the lawsuit relates to the condition of any of the Community Areas, the Board shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Community Areas, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Community Areas that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the members of the Association have a realistic appraisal of the condition of the Community Areas, the likely cost of repairs to the replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to all members with the written notice of the litigation evaluation meeting.

(d) The Association shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the proposed civil action. The Association shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee agreement unless the existence of the agreement is disclosed to the members in the text of the Association's written notice to the members of the litigation evaluation meeting.

(e) At the litigation evaluation meeting the members shall vote on whether to authorize the Board to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the Association (other than a suit to enforce the Association By-Laws or collect delinquent assessments) shall require the approval by two-thirds of all members of the Association. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

(f) All legal fees incurred in pursuit of any civil action that is subject to this Article II, Section 4, shall be paid by special assessment of the members of the Association (a "litigation special assessment"). Any litigation special assessment, in the amount of the estimated total cost of the civil action, shall be approved at the litigation evaluation meeting (or at any subsequent duly called and noticed meeting) by two-thirds of all members of the Association. If the litigation attorney proposed by the Board is not retained, the litigation special assessment shall be in an amount equal to the retained attorney's estimated total cost of the civil action, as estimated by the attorney actually retained by the Association. The litigation special assessment shall be apportioned to the members equally and shall be collected from the members on a monthly basis. The total

amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty-four (24) months.

(g) During the course of any civil action authorized by the members pursuant to this Article II, Section 4, the retained attorney shall submit a written report ("attorney's written report") to the Board and each of the members of the Association every thirty (30) days setting forth:

(1) The attorney's fee, the fees of any experts retained by the attorney, and all other costs of the litigation during the thirty (30) days period immediately preceding the date of the attorney's written report ("reporting period").

(2) Actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period.

(3) A detailed description of significant discussions with opposing counsel during the reporting period, written and oral, including but not limited to, settlement discussions.

(4) The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action.

(5) An updated estimate of the total cost of the civil action.

(h) The Board shall meet monthly during the course of any civil action to discuss and review:

(1) The status of the litigation.

(2) The status of settlement efforts, if any.

(3) The attorney's written report.

(i) If at any time during the course of a civil action, the Board determines that the originally estimated total cost of the civil action or any revisions thereof is inaccurate, the Board shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the members, the Board shall call a special meeting of the members to review the status of the litigation, and to allow the members to vote on whether to continue the civil action and increase the litigation special assessment or to discontinue the civil action. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

(j) The litigation expenses shall be fully disclosed to members in the Association's annual budget. The litigation expenses for each civil action subject to this Article II,

Section 4, shall be listed as a separate line item captioned "litigation expenses" in the Associations's annual budget.

(k) This Article II, Section 4, may be amended, altered or repealed by a vote of not less than seventy-five percent (75%) of all members of the Association.

ARTICLE III

COMMUNITY AREAS AND EASEMENTS RELATED THERETO

Section 1. **Nature and Extent of Community Areas.** In addition to the Community Areas more particularly described in Article I, Section 2 hereof, Declarant may declare, dedicate and designate such additional Community Areas as Declarant, in its sole discretion, deems appropriate, whether of an aesthetic, utilitarian, administrative or other nature. There is no obligation on the part of Declarant to create, construct, establish, declare, dedicate or designate any particular additional area or additional improvement as a Community Area unless it has specifically undertaken to do so in this Declaration or in a subsequent recorded instrument. Further, any Community Area may later be included within a condominium project (or platted subdivision) without changing its status as a Community Area under this Declaration. The size, design, location and other attributes of all Community Areas and buildings and improvements located therein shall be within the sole control and discretion of the Declarant.

Section 2. **Owners' Easements of Enjoyment of Community Areas.** Every Owner shall have an easement of enjoyment in and to the Community Areas now existing or hereafter designated by the Declarant, which right and easement shall be appurtenant to such ownership, subject to the following:

(a) The right of the Association to make and enforce reasonable rules and regulations, pursuant to Article VI, Section 2 hereof, to carry out the terms of this Declaration and to fulfill its purposes.

(b) The right of the Association to charge fees for the maintenance and insurance of the Community Areas, which fees shall be utilized solely for the maintenance, upkeep, insurance and administration of the Community Areas.

(c) The right of the Association to construct, maintain and improve the Community Areas (and levy assessments to cover such costs) for the benefit of the Owners and to permit the use thereof by other persons, subject to the approval of all applicable governmental authorities.

(d) The right of Declarant, and each of the Parcel Developers (with the prior written consent of Declarant), at any time within two years after completion of construction of the

Heritage Village Master Community and the occurrence of the Turnover Date (and the Association thereafter), to grant easements, licenses, rights-of-entry and rights-of-way over, under and across the Heritage Village Master Community thereof for utility, access, or other lawful purposes as may be necessary for the general welfare of the Heritage Village Master Community.

Section 3. Utility Easements.

(a) The Declarant and each of the Parcel Developers do hereby declare and grant perpetual easements for the benefit of itself and all future Owners from time to time in the Heritage Village Master Community and the respective successors and assigns of each and the agents, employees, tenants and invitees of each for the use, enjoyment, operation, maintenance, repair and replacement of the water lines, sanitary sewer lines, storm sewer lines and facilities, natural gas, telephone, telecommunications, and electric power mains, lines, and leads located within the Heritage Village Master Community. The width of the easements created herein shall be sized to satisfy the requirements of governmental agencies and/or utility companies, private or public. The Association shall be responsible for the payment of the expenses of maintenance, upkeep, repair and replacement of the above-described utility mains; provided, however, that the foregoing expenses are to be so paid and shared only if such expenses are not the responsibility of or borne by a governmental agency or public utility.

(b) Declarant and each of the Parcel Developers (with the prior written consent of Declarant) also hereby reserve for the benefit of itself, its successors and assigns, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Heritage Village Master Community, including but not limited to, water, sanitary sewer, storm sewer, gas, electric, telephone, and telecommunications, subject to the prior approval of all governmental authorities and public utilities having jurisdiction, for the benefit of parcels of land not within the Heritage Village Master Community. In the event Declarant taps, ties into, extends or enlarges any utilities located in the Heritage Village Master Community, it shall be obligated to pay all of the expenses reasonably necessary to restore the affected portion of the Heritage Village Master Community to their state immediately prior to such tapping, tying-in, extension or enlargement.

(c) Declarant and each of the Parcel Developers (with the prior written consent of Declarant) shall also be empowered to grant such easements, licenses, rights-of-entry and rights-of-way, under and across the Community Areas within their respective Parcels to any public authorities or private utilities, as may be necessary for it to fulfill any responsibilities of construction, maintenance, repair, decoration or replacement of any of the utilities, including without limitation, sanitary and storm sewer systems, servicing the Heritage Village Master Community.

Section 4. Roadway Easements. Declarant and each of the Parcel Developers hereby reserve for the benefit of itself, its successors and assigns, an easement for the unrestricted use of all Community Area roads and walkways in the Heritage Village Master Community for the purpose of providing ingress and egress to and from any parcel(s) of property located within or adjacent to the Heritage Village Master Community which Declarant in its sole discretion determines needs such

ingress and egress, including, without limitation, the right to grant road easements across Community Areas within their respective Parcels. All expenses of maintenance, repair, replacement and resurfacing of any road referred to in this Article III, Section 4, shall be shared by the Association and any developed portions of the adjacent parcels hereinafter designated by Declarant or any of the Parcel Developers (with the prior written consent of Declarant). The Owners of Assessment Units shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of Assessment Units in the Heritage Village Master Community, and the denominator of which is comprised of the number of such Assessment Units plus all other dwelling in the adjoining land who are granted ingress and egress of such roads by Declarant.

Section 5. Sign Easements. Declarant and each of the Parcel Developers (with the prior written consent of Declarant) hereby reserve for the benefit of itself, its successors and assigns, the right to grant easements over any Community Areas for the purpose of installation and continued maintenance of signs (including but not limited to landscaping, irrigation and lighting of such areas) identifying developments which are located on property adjacent to the Heritage Village Master Community. The maintenance of such sign easements shall be the responsibility of the development granted such easement.

Section 6. Sales Signs. Declarant and each of the Parcel Developers (with the prior written consent of Declarant) hereby reserve for the benefit of itself, its successors and assigns, a easement to construct and maintain on the Community Areas signs advertising the Declarant's new location and that certain portions of the Heritage Village Master Community are for sale or lease. Declarant also reserves an easement over the Community Areas for the purpose of maintaining a signs advertising other developments in the vicinity of the Heritage Village Master Community by Declarant, its successors and assigns.

Section 7. Future Easement Agreement. It is currently anticipated that an easement substantially in the form attached hereto as Exhibit CC and made a part hereof (as the same may be modified by Declarant in its sole discretion, the "Commercial Parcel C Easement") will be granted over all or portions of Park Parcel 4 and Community Area 8 for the benefit of Commercial Parcel C, and Declarant hereby reserves the right to grant the Commercial Parcel C Easement. From and after the Turnover Date, the Association shall assume all benefits and obligations under the Commercial Parcel C Easement and shall release and indemnify Declarant and the owner(s) of the property covered by the Commercial Parcel C Easement from any liability or obligations thereunder. The rights granted under the Commercial Parcel C Easement shall be superior to the rights of any mortgagee(s) holding an interest in any portion of the property covered by the Commercial Parcel C Easement.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Declarant hereby covenants, and each Owner of any Assessment Unit by acquisition of title thereto or an interest therein is deemed to covenant, and agrees to pay to the Association (1) annual assessments or charges for the maintenance, repair and replacement of the Community Areas, including, but not limited to entrance improvements, entryway landscaping, roads, walking paths, sidewalks, private storm sewers and storm water detention areas, if any, and common open space areas, as described on Exhibit P and depicted on Exhibit Q attached hereto, and such Community Areas as are designated by Declarant pursuant to Article III hereof, (2) special assessments for capital improvements, such assessments to be established and collected as provided herein, and (3) litigation special assessments, as provided herein. The annual assessments, special assessments, and litigation special assessments, together with interest as provided herein, costs, and reasonable attorneys' fees be a charge and a continuing lien upon the Assessment Unit against which each such assessment is made from the date each such assessment is made. Each such assessment, together with interest as provided herein, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person(s) who was (were) the Owner of such Assessment Unit at the time the assessment became due, except that a land contract purchaser shall be so personally liable and such land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which such land contract seller actually retakes possession of such Assessment Unit following extinguishment of all rights of the land contract purchaser of the Assessment Unit. The personal obligation for the delinquent assessment shall not pass to successor Owners unless expressly assumed by them. Annual assessments may be collected by the Association (in its sole discretion) monthly, quarterly, bi-annually or annually. The Association may (in its sole discretion) collect any assessments payable under this Declaration directly from the Owner of each Assessment Unit or from the individual Owners' Associations (who shall collect the funds from their members as a part of their annual assessment).

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the Owners of the Heritage Village Master Community, including, but not limited to the improvement and maintenance, repair and replacement of, and insurance for the Community Areas and all improvements thereon and, in general, the carrying out of the purposes set forth in or permitted by this Declaration and for the general welfare of the Heritage Village Master Community. The Association may provide for reasonable reserves for contingencies, replacements and improvements.

Section 3. Method of Assessment. Every assessment shall be made against all Assessment Units in the Heritage Village Master Community. The items of expense which are included within the annual assessment shall be determined by the Association in its sole discretion, and shall be subject to equal proration among the Assessment Units.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement upon the Community Areas, including fixtures and personal property relating thereto, or the cost of establishing or adding to a reserve therefore, provided that any such assessment shall have the approval, at a meeting duly called for such purpose, of the votes of the Owners of more than sixty percent (60%) of all Assessment Units, giving one vote for each Assessment Unit. Voting at such meeting shall be in person, by proxy or by a written absentee ballot in which the question or questions to be decided are specifically set forth. Notwithstanding the foregoing, special assessments may be levied by the Association without a vote of Assessment Unit Owners against individual Owners of Assessment Units or against Owners' Associations provided for in Article VI, Section 5 hereof and may also be levied to relieve any deficiency in the Community Association's current operating funds to provide for maintenance, repair and/or replacement of the Community Areas and any facilities therein.

Section 5. Uniform Rate of Assessment. Annual assessments, special assessments and litigation assessments must all be fixed at a uniform rate for all Assessment Units, except for special assessments pursuant to the power reserved to the Association pursuant to Article VI, Section 5 hereof, which shall be assessed as provided therein.

Section 6. Assessments: Date of Commencement and Due Dates. Assessments shall be due and payable annually on January 1 of each year or any other date(s) the Association may set in its discretion. Declarant shall not be responsible for payment of the annual assessment for any Assessment Unit which it owns. The first annual assessment shall be prorated and adjusted according to the number of months remaining in the calendar year. 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 Assessment Unit have been paid. A properly executed certificate of the Association as to the status of assessments on an Assessment Unit shall be binding upon the Association as of the date of its issuance.

Section 7. Effect of Non-Payment of Assessments: Remedies. Any assessment not paid within thirty (30) days after the due date (together with expenses of collection set forth below) shall bear interest from the due date at the lesser of (a) the rate of eighteen percent (18%) per annum, or (b) the highest rate allowed by law or (c) such lesser uniform rate as shall be established by the Association at the time of the fixing of the assessment. Additionally, the Association may set automatic late charges and/or assess fines for the failure of an Owner to pay his assessments in a timely manner provided that the same is done on a uniform basis for all Assessment Units. The Association may bring an action against a delinquent Owner or other person personally obligated to pay the same and/or may foreclose the lien established by the terms of this Declaration in the same manner that real estate mortgages may be foreclosed by action under Michigan law. The expenses incurred in collecting unpaid assessments including interest, costs and attorneys' fees and advances for taxes and other liens to protect the lien for assessments shall be chargeable to the Owner in

default and shall be secured by the lien on his parcel or assessment unit. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Community Areas or by abandonment of his Assessment Unit.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage on any of the Properties. Sale or transfer of any Assessment Unit shall not affect the assessment lien. However, the sale or transfer of any parcel or Assessment Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments (but not the personal liability of the Owner of the Assessment Unit at the time of such assessments) as to payments which became due prior to such sale or transfer (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Assessment Units, including the mortgaged property). No foreclosure sale or transfer in lieu thereof shall relieve such parcel or dwelling unit from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

RESTRICTIONS

All of the Heritage Village Master Community shall be held, used and enjoyed subject to the following limitations and restrictions:

Section 1. Single-Family Parcels A and B/Permitted Use. No portion of Single-Family Parcels A and B shall be used for other than single-family residence purposes and the Community Areas within Single-Family Parcels A and B, if any, shall be used only for the purposes consistent with single-family residential use. No building of any kind shall be erected on Single-Family Parcels A and B except private residences and structures ancillary thereto. In addition to the foregoing, Single-Family Parcels A and B shall be developed in accordance with the design standards and restrictions set forth on Exhibit R attached hereto and made a part hereof, and shall initially be similar in quality to the single-family portion of the Central Park development located on the north side of Twenty-Two Mile Road west of Van Dyke Avenue in the Township of Shelby, Macomb County, Michigan.

Section 2. Single-Family Parcel C/Permitted Use. No portion of Single-Family Parcel C shall be used for other than single-family residence purposes and the Community Areas within Single-Family Parcel C, if any, shall be used only for the purposes consistent with single-family residential use. No building of any kind shall be erected on Single-Family Parcel C except private residences and structures ancillary thereto. In addition to the foregoing, Single-Family Parcels A and B shall be developed in accordance with the design standards and restrictions set forth on Exhibit S attached hereto and made a part hereof, and shall initially be similar in quality to the single-family development known as Silverbrook Manors, located on the west side of Ryan Road south of Seventeen Mile Road in the City of Sterling Heights, Macomb County, Michigan.

Section 3. Duplex Parcel A/Permitted Use. No portion of Duplex Parcel A shall be used for other than duplex residence purposes and the Community Areas within Duplex Parcel A, if any, shall be used only for purposes consistent with duplex residential use. No building of any kind shall be erected on Duplex Parcel A except private duplex residences and structures ancillary thereto. In addition to the foregoing, Duplex Parcel A shall be developed in accordance with the design standards and restrictions set forth on Exhibit T attached hereto and made a part hereof, and shall initially be similar in quality to the duplex portion of the Central Park development located on the north side of Twenty-Two Mile Road west of Van Dyke Avenue in the Township of Shelby, Macomb County, Michigan.

Section 4. Duplex Parcel B/Permitted Use. No portion of Duplex Parcel B shall be used for other than duplex residence purposes and the Community Areas within Duplex Parcel B, if any, shall be used only for purposes consistent with duplex residential use. No building of any kind shall be erected on Duplex Parcel B except private duplex residences and structures ancillary thereto. In addition to the foregoing, Duplex Parcel B shall be developed in accordance with the design standards and restrictions set forth on Exhibit U attached hereto and made a part hereof, and shall initially be similar in quality to the duplex development known as Eagle Creek Condominiums, located on the west side of Ryan north of West Utica Road in the Township of Shelby, Macomb County, Michigan.

Section 5. Four-Plex Parcel/Permitted Use. No portion of the Four-Plex Parcel shall be used for other than four-plex residence purposes and the Community Areas within the Four-Plex Parcel, if any, shall be used only for purposes consistent with four-plex residential use. No building of any kind shall be erected on the Four-Plex Parcel except private four-plex residences and structures ancillary thereto. In addition to the foregoing, the Four-Plex Parcel shall be developed in accordance with the design standards and restrictions set forth on Exhibit V attached hereto and made a part hereof, and shall initially be similar in quality to the four-plex portion of the Central Park development located on the north side of Twenty-Two Mile Road west of Van Dyke Avenue in the Township of Shelby, Macomb County, Michigan.

Section 6. Twelve-Plex Parcel/Permitted Use. No portion of the Twelve-Plex Parcel shall be used for other than twelve-plex residence purposes and the Community Areas within the Twelve-Plex Parcel, if any, shall be used only for purposes consistent with twelve-plex residential use. No building of any kind shall be erected on the Twelve-Plex Parcel except private twelve-plex residences and structures ancillary thereto. In addition to the foregoing, the Twelve-Plex Parcel shall be developed in accordance with the design standards and restrictions set forth on Exhibit W attached hereto and made a part hereof, and shall initially be similar in quality to the Nottingham Cove twelve-plex development located at the northwest corner of the intersection of Canal Road and Schoenherr Road in the City of Sterling Heights, Macomb County, Michigan.

Section 7. Senior Housing Parcel/Permitted Use. No portion of the Senior Housing shall be used for other than senior citizen residence purposes (including, without limitation, independent

living and assisted care living) for households in which at least one (1) person is fifty-five (55) years old or older and no one is under fifty (50) years old, and the Community Areas within the Senior Housing Parcel, if any, shall be used only for purposes consistent with such senior citizen residential use. No building of any kind shall be erected on the Senior Housing Parcel except private senior citizen apartment residences and structures ancillary thereto. In addition to the foregoing, the Senior Housing Parcel shall be developed in accordance with the design standards set forth on Exhibit X attached hereto and made a part hereof, and shall initially be similar in quality to the First Centrum senior citizen housing project located in the Township of Brownstown, Wayne County, Michigan.

Section 8. Commercial/Office Parcel A and Commercial/Office Parcel B /Permitted Uses. No portion of Commercial/Office Parcel A or Commercial/Office Parcel B shall be used for other than the uses set forth on Exhibit Y attached hereto and made a part hereof and the Community Areas within Commercial/Office Parcel A and Commercial/Office Parcel B, if any, shall be used only for purposes consistent with such permitted uses. No building of any kind shall be erected on Commercial/Office Parcel A or Commercial/Office Parcel B except permitted buildings and structures ancillary thereto. In addition to the foregoing, if Commercial/Office Parcel A or Commercial/Office Parcel B is (a) developed for retail commercial purposes, it shall initially be similar in quality to the North Orchard Plaza development in Farmington Hills, Michigan, except that the use of ledgestone shall not be required on retail commercial buildings on Commercial/Office Parcel A and Commercial/Office Parcel B, and (b) developed for office purposes, it shall initially be similar in quality to the Halstead Point office development located at the northeast corner of the intersection of Twelve Mile Road and Halstead Road in the City of Farmington Hills, Oakland County, Michigan.

Section 9. Commercial/Office Parcel C and Commercial/Office Parcel D/Permitted Uses. No portion of Commercial/Office Parcel C or Commercial/Office Parcel D shall be used for other than the uses set forth on Exhibit Z attached hereto and made a part hereof and the Community Areas within Commercial/Office Parcel C and Commercial/Office Parcel D, if any, shall be used only for purposes consistent with such permitted uses. No building of any kind shall be erected on Commercial/Office Parcel C or Commercial/Office Parcel D except permitted buildings and structures ancillary thereto. In addition to the foregoing, if Commercial/Office Parcel C or Commercial/Office Parcel D is (a) developed for retail commercial purposes, it shall initially be similar in quality to the North Orchard Plaza development in Farmington Hills, Michigan, except that the use of ledgestone shall not be required on retail commercial buildings on Commercial/Office Parcel C and Commercial/Office Parcel D, and (b) developed for office purposes, it shall be similar in quality to the Halstead Point office development located at the northeast corner of the intersection of Twelve Mile Road and Halstead Road in the City of Farmington Hills, Oakland County, Michigan.

Section 10. Park Parcels/Permitted Uses. No portion of the Park Parcels shall be used for other than the uses set forth on Exhibit AA attached hereto and made a part hereof and the Community Areas within the Park Parcels, if any, shall be used only for the purposes consistent with

such permitted uses. No building of any kind shall be erected on any of the Park Parcels. Anything contained herein to the contrary notwithstanding, Declarant reserves the right to convey or cause the owner(s) thereof to convey the Park Parcels, or any portion thereof, to the City or any other governmental authority; provided, however, that any such conveyance shall be subject to this Declaration and the permitted uses set forth on the attached Exhibit AA.

Section 11. Design Standards for the entire Heritage Village Master Community. Single-Family Parcels A and B, Duplex Parcel A, Duplex Parcel B, the Four-Plex Parcel, the Twelve-Plex Parcel, the Senior Housing Parcel, Commercial/Office Parcel A, Commercial/Office Parcel B, Commercial Parcel C, Commercial Parcel D, and the Park Parcels shall initially be developed in accordance with the design standards set forth on Exhibit BB attached hereto and made a part hereof, to the extent applicable to each Parcel.

Perimeter landscaping around and entranceways to the residential portions of the Heritage Village Master Community shall initially be similar in quality to the Central Park development located on the north side of Twenty-Two Mile Road west of Van Dyke Avenue in the Township of Shelby, Macomb County, Michigan, and such perimeter landscaping shall include appropriate berms, to the extent permitted by the City. Landscaping and entranceways to the commercial portions of the Heritage Village Master Community shall initially be similar in quality to the North Orchard Plaza development located on the west side of Northwestern Highway between Middlebelt Road and Fourteen Mile Road in the City of Farmington Hills, Oakland County, Michigan.

Section 12. Architectural Control.

(a) **Declarant's Approval Required.** No building, structure or other improvement (including, without limitation, landscaping) shall be constructed within the Heritage Village Master Community, nor shall any exterior modification be made to any existing buildings, structures or improvements, unless plans and specifications therefore, containing such detail as Declarant may reasonably request, have first been approved in writing by Declarant. Construction of any building or other improvements must also receive any necessary approvals from all applicable governmental authorities. Declarant shall have the right to refuse to approve any such construction plans or specifications, or grading or landscaping plans, which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement, modification or landscaping, the site upon which it is proposed to be constructed and the degree of harmony thereof with the Heritage Village Master Community as a whole. The purpose of this Section 12 is to assure the continued maintenance of the Heritage Village Master Community as a beautiful and harmonious mixed-used development, and shall be binding upon both the Association and upon all Owners. Declarant's rights under this Article V, Section 12 may, in Declarant's sole discretion, be assigned to the Association or other successor to Declarant. Declarant may construct any improvements or effect any landscaping upon the Heritage Village Master Community that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in this Declaration.

(b) **Standard for Declarant's Approvals/Exculpation from Liability.** In reviewing and passing upon the plans, drawings, specifications, submissions and other matters to be approved or waived by Declaration under this Section 12, Declarant intends to insure that the buildings and other features embodied or reflected therein meet the requirements set forth in this Section 12; however, Declarant reserves the right to waive or modify such restrictions or requirements pursuant to Paragraph (c) of this Section 12. In addition to ensuring that all buildings comply with the requirements and restrictions of this Section 12, Declarant (or the Association, to the extent approval powers are assigned to it by Declarant) shall have the right to base its approval or disapproval of any plans, designs, specifications, submissions or other matters on such other factors, including completely aesthetic considerations, as Declarant (or the Association, as the case may be) in its sole discretion may determine appropriate or pertinent. Declarant currently intends to take into account the preservation of trees and of the natural setting of the Heritage Village Master Community in passing upon plans, designs, drawings, specifications and other submissions. Except as otherwise expressly provided herein, Declarant (or the Association, as the case may be) shall be deemed to have the broadest discretion in determining what buildings or other structures will enhance the aesthetic beauty and desirability of the Heritage Village Master Community, or otherwise further or be consistent with the purposes of this Declaration. In no event shall Declarant (or the agents, officers, employees or consultants thereof) or the Association have any liability whatsoever to anyone for any act or omission contemplated herein, including without limitation the approval or disapproval of plans, drawings, specifications, elevations of the dwellings or other structures thereto, whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty or otherwise. By way of example, neither Declarant nor any member of the Association shall have liability to anyone for approval of plans, specifications, structures or the like which are not in conformity with the provisions of this Section 12 or any other provision contained in this Declaration, or the provisions hereof. In no event shall any party have the right to impose liability on, or otherwise contest judicially, Declarant or any other person for any decision of Declarant (or alleged failure of Declarant to make a decision) relative to the approval or disapproval of a structure or any aspect or other matter as to which Declarant reserves the right to approve or waive under this Declaration. The approval of Declarant (or the Association, as the case may be) of a building, structure, improvement or other matter shall not be construed as a representative or warranty that the structure or matter is properly designed or that it is conformity with the ordinances or other requirements of the City or any other governmental authority. Any obligation or duty to ascertain any such non-conformities, or to advise any Owner or any other person of the same (even if known), is hereby disclaimed.

(c) **Declarant's Right to Waive or Amend Restrictions.** Notwithstanding anything herein to the contrary, Declarant reserves the right to approve any structure or activities otherwise prescribed or prohibited hereunder, or to waive any restriction or requirement provided for in this Section 12, if in Declarant's sold discretion such is appropriate in order to maintain the atmosphere, architectural harmony, appearance and value of the Heritage Village Master Community and/or the Assessment Units therein, or to relieve an Owner or contractor from any undue hardship or expense. In no event, however, shall Declarant be deemed to have waived or be estopped from

asserting its right to require strict and full compliance with all the restrictions set forth herein, unless Declarant indicates its intent and agreement to do so in writing and, in the case of an approval of non-conforming structures, the requirements of Paragraph (a) of this Section 12 are met. Notwithstanding the foregoing, the provisions of Sections 1 through 11 of Article V hereof cannot be modified, limited, waived, or removed by Declarant without the approval of GM, except that design standards with respect to decks and air conditioners may be modified, limited, waived, or removed by Declarant without the approval of GM.

ARTICLE VI

GENERAL

Section 1. Remedies for Violations. For a violation or breach of any of these reservations, covenants, conditions, restrictions, and rules and regulations of this Declaration, the Declarant, any Parcel Developer, GM, the Association, or any member of the Association, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent or obtain damages for the violation or breach of any provision hereof or to seek relief as follows:

(a) **Legal Action.** Failure to comply with any of the terms or provisions of this Declaration shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of any assessment) or any combination thereof, and such relief may be sought by the Declarant, GM, or the Association.

(b) **Recovery of Costs.** In any proceeding which arises because of an alleged default under this Declaration of any Owner of any Assessment Unit, then the Declarant, any Parcel Developer, GM, the Association, or the member of the Association seeking enforcement, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Assessment Unit Owner or Owners' Association be entitled to recover such attorney's fees.

(c) **Abatement.** The violation of any of the provisions of this Declaration or rules and regulations by any member of the Association or its Assessment Units shall also give the Declarant, and/or GM, and/or the Association the right, in addition to the rights set forth above, to enter upon any of the Community Areas, where reasonably necessary, and summarily remove, abate or rectify, at the expense of the person or entity committing the infraction, any structure, thing or condition maintained contrary to the provisions of this Declaration. The Association shall have no liability to any person arising out of its removal, abatement and rectification power authorized herein. The powers herein set forth are granted both generally and specifically in furtherance of Article VI, Section 5 hereof.

(d) **Assessment of Fines.** The violation of any of the provisions of this Declaration by any Owners' Association or any Owner of any Assessment Unit shall be grounds for

assessment by the Association, acting through its Board of Directors, of monetary fines for such violations. No fine may be assessed unless rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to the offending Owners' Association or Assessment Unit Owner. All fines duly assessed may be collected in the same manner as provided in Article IV of this Declaration. Notwithstanding the foregoing, there shall be no fine for an initial infraction and no fine shall exceed Twenty-Five Dollars (\$25.00) for the second violation, Fifty Dollar (\$50.00) for the third violation, or One Hundred Dollars (\$100.00) for any subsequent violation.

(e) **Non-waiver of Right.** The failure of the Declarant, any Parcel Developer, GM, the Association, or of any member of the Association to enforce any right, provision, covenant or condition which may be granted by this Declaration shall not constitute a waiver of the right of the Declarant, any Parcel Developer, GM, the Association or any member of the Association to enforce such right, provision, covenant or condition in the future.

(f) **Cumulative Rights, Remedies and Privileges.** All rights, remedies and privileges granted to the Declarant, any Parcel Developer, GM, the Association, or any member of the Association pursuant to any terms, provisions, covenants or conditions of this Declaration shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 2. Rules and Regulations. The Association shall have the right to make reasonable rules and regulations to carry out the terms of this Declaration and to fulfill its purposes. Such rules and regulations may include but are not limited to rules and regulations for the following purposes:

(a) Rules concerning the use of the Community Areas and the conduct of users thereof.

(b) Rules establishing minimum standards for maintenance of landscaping and roads within in the Heritage Village Master Community.

(c) Rules establishing minimum standards for the exterior appearance of the Assessment Units in the Heritage Village Master Community.

Declarant hereby covenants, and each Owner of any Assessment Unit by acquisition of title thereto is deemed to covenant, to abide by such rules and regulations.

Section 3. Addition of Community Areas.

(a) Declarant may hereafter add, by separate recorded Declaration or by amendment to this Declaration additional Community Areas. The rights of the Declarant as reserved

in this Section 3 shall remain throughout the period of development by Declarant or any of the Parcel Developers of the Heritage Village Master Community, as the same may hereafter be expanded by Declarant in its sole discretion. The size, design, location, and other physical attributes of the Community Areas shall be within the sole discretion of the Declarant. Declarant the have the right to amend this Declaration to specify any physical improvements which Declarant (in its sole discretion) decides to include within the Community Areas.

(b) Declarant may, in its sole discretion, but shall not be obligated to, construct various amenities in the future including, but not limited to, a swimming pool and/or community building (the "Additional Facilities"). Declarant shall pay the initial cost of construction of the Additional Facilities, if constructed. If constructed, such Additional Facilities shall be for the use of the Owners of such Assessment Units within the Heritage Village Master Community as may be determined and designated by Declarant within its sole discretion. If the Additional Facilities are constructed, all such Assessment Units having the right to use such Additional Facilities (as determined by Declarant within its sole discretion) shall become subject to a master declaration of easements, covenants and restrictions and an additional community association(s) (similar to this Declaration) established by Declarant. If the Additional Facilities are constructed, all such Assessment Units shall thereafter contribute to the maintenance, repair and replacement of the Additional Facilities as an expense of administration of the additional community association(s). Declarant has no obligation to construct any Additional Facilities except pursuant to its discretionary election to do so. Final determination of the design, layout and location of any Additional Facilities, if constructed, will be at the sole discretion of the Declarant. All of the Owners of the Assessment Units and other persons interested or to become interested in such Assessment Units from time to time shall be deemed to have irrevocably and unanimously consented to establishment of the additional community association(s) and other documents as are necessary in Declarant's discretion, to effectuate the purposes of this Article VI, Section 3, and all such persons irrevocably appoint Declarant or its successors as agent and attorney-in-fact for the purpose of executing such documents as are necessary to effectuate the purposes the this Article VI, Section 3. Declarant currently has no intention to build any Additional Facilities.

(c) In addition to the rights of Declarant set forth in Article VI, Section 3, Paragraph (b) hereof, each Parcel Developer shall have the right, but shall not be obligated to, construct Additional Facilities on its own Parcel and have the rights of, and be subject to the limitations imposed on, Declarant as set forth in Article VI, Section 3, Paragraph (b) hereof, but only with respect to the Parcel owned by the applicable Parcel Developer and the Assessment Units within such Parcel.

Section 4. Association Bank Account. All assessments collected by Declarant shall be held in and expended from a separate bank account in the name of the Association. Said assessments and the expenditures thereof shall be accounted for pursuant to generally accepted accounting procedures. After the Association is controlled by the Class B members, the books of account shall be audited annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. The costs of any audit and accounting expenses shall be paid for by the Association.

Section 5. Maintenance of Assessment Units. It shall be the responsibility of the Association to oversee the attractiveness of the Assessment Units in the Heritage Village Master Community. In furtherance of the provisions of this Section 5, the Association shall also undertake certain additional responsibilities, from time to time, as follows:

(a) Declarant or the Association shall have the right to assume temporary control over any area of the Heritage Village Master Community which shall have been allowed by the Owner thereof to deteriorate to an unaesthetic condition and to rectify such condition.

(b) Declarant, GM, or the Association shall have the right to enforce any restriction or obligation contained in any of the condominium master deeds for any condominium project, declaration of restrictions for any platted subdivision, or other document with respect to any portion of the Heritage Village Master Community which is not developed as a residential condominium or subdivision included within the Heritage Village Master Community.

(c) Generally, the Association shall have the right to undertake, in its discretion, any responsibilities which promote the general welfare of the Heritage Village Master Community so long as any costs in connection therewith are reasonably apportioned among all Owners.

The expense resulting from Association's increased obligations as provided in Paragraphs (a) through (c) above shall be specially assessed to the Assessment Unit Owner(s) causing such condition or benefiting from and shall not be an expense of administration chargeable to any other Owners. Such special assessment shall be a charge and a lien upon the Assessment Unit against which each such special assessment is made in the same manner as any other assessment assessed hereunder as described in Article IV hereof and giving rise to all of the remedies described in this Declaration.

The Association shall have an easement of access to all of the Heritage Village Master Community to enable it to perform the maintenance and do all things necessary for the furtherance of the purposes of this Declaration, and shall have the right to the use of any portion of the Heritage Village Master Community deemed reasonably and demonstrably necessary to the promotion of the general welfare of the Heritage Village Master Community and the furtherance of the purposes of this Declaration.

Section 6. Duration; Amendment. The provisions of this Declaration shall run with and bind all land with the Heritage Village Master Community for a period of twenty (20) years from the date hereof, after which time they shall be extended automatically for successive periods of ten (10) years each unless seventy five percent (75%) of the Assessment Units in Heritage Village Master Community vote to limit or remove the provisions hereof with respect to the Residential Parcels only; provided, however, that notwithstanding anything herein to the contrary, all utility easements contained in this Declaration shall be perpetual. This Declaration may be amended or restated in its entirety upon the sole discretion of the Declarant or its successors or assigns for the purpose of creating additional easements, or altering or amending existing easements, or for the purpose of adding additional Community Areas or other condominium projects or platted subdivisions, or to clarify or amplify some portion or portions hereof; provided such amendments are in furtherance of

the purposes of this Declaration. This Declaration may also be amended by Declarant at any time and for any reason with respect to the Non-Residential Parcels. Notwithstanding anything herein to the contrary, the provisions of Sections 1 through 11 of Article V hereof cannot be modified, limited, waived or removed by Declarant without the approval of GM, except that design standards with respect to decks and air conditioners may be modified, limited, waived, or removed by Declarant without the approval of GM. All of the Owners and Mortgagees of Assessment Units and other persons interested or to become interested in the Heritage Village Master Community from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Declaration. All such interested persons irrevocably appoint Declarant or its successors as agent and attorney for the execution of such amendments to this Declaration and all other documents necessary to effectuate the foregoing. Subsequent to the time at which the Class B members of the Association acquire the right to vote, after the Turnover Date, this Declaration may be amended as to the Residential Parcels by the affirmative vote (in person or in writing) of seventy-five percent (75%) of all Owners of Assessment Units within the Heritage Village Master Community; provided however, that there shall be no amendment to this Declaration by Owners of Assessment Units prior to the sale and conveyance by Declarant or any of the Parcel Developers of the Residential Parcels of the last Assessment Unit to be constructed in the Heritage Village Master Community without Declarant's express written consent. Notwithstanding anything herein to the contrary, the provisions of Sections 1 through 11 of Article V hereof cannot be modified, limited, waived, or removed by any vote of the Assessment Units without the approval of GM, except that design standards with respect to decks and air conditioners may be modified, limited, waived, or removed by a vote of the Assessment Units without the approval of GM, but only after the sale and conveyance by Declarant and all of the Parcel Developers of the Residential Parcels of the last Assessment Unit to be constructed in the Heritage Village Master Community.

Section 7. Annexation of Additional Land and Community Areas. Declarant reserves the right any time in the future to amend this Declaration by adding one or more additional condominium projects, subdivisions or other forms of development to the provisions of this Declaration. Such additional lands may or may not contain Community Areas. Additional Assessment Units and Community Areas, if any, may be made subject to this Declaration by Declarant without the consent or approval of any of the Parcel Developers, the Association or any of its Members or any Owner.

Section 8. Assignment. Any or all of the rights and powers granted or reserved to the Declarant in this Declaration, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Macomb County Register of Deeds.

Section 9. Enforcement. The terms, covenants and agreements contained in this Declaration may be enforced by Declarant, the owner of any Non-Residential Parcel, or GM at any time, or the Association after the conveyance of all of the Assessment Units by Declarant and all of the Parcel Developers of the Residential Parcels.

Section 10. Severability. In the event that any of the terms, provisions or covenants of this Declaration are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of this Declaration or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

Section 11. Approval by GM. Where any approval by GM is provided for in this Declaration, (a) such approval shall not be unreasonably withheld or delayed by GM, and (b) GM shall give such written approval or otherwise respond in writing to any written submittal or request within ten (10) GM business days. In the event GM fails to provide a written approval or other response in writing within such ten (10) GM business day period, the submittal or request shall be deemed to have been approved by GM. This shall apply to all submittals and requests under this Declaration. For the purposes of this Section 11, the term "GM business day" shall mean all weekdays except for those weekdays specifically set forth on the annual GM Worldwide Holiday Calendar and except for the two (2) week annual shut down for change over which generally occurs during the first two weeks of July.

Section 12. Rights of GM.

(a) Anything contained in this Declaration to the contrary notwithstanding, in the event GM conveys any portion of the Tech Center Property to a non-GM affiliate and such portion of the Tech Center Property is not occupied by a GM affiliate, then such portion of the Tech Center Property shall be automatically and immediately deemed to be no longer benefited by this Declaration (without the necessity of executing or recording any document to evidence the same) and the owner of such portion of the Tech Center Property shall have no rights whatsoever to (i) enforce any of the provisions of this Declaration or (ii) approve any modification, limitation, waiver, or removal of the provisions of this Declaration (as provided in Article V, Section 12(c) and Article VI, Section 6 hereof); provided, however, any portion of the Tech Center property conveyed to a non-GM affiliate but occupied by a GM affiliate shall continue to be benefited by this Declaration, but the non-GM affiliate owner shall have no rights whatsoever to (i) enforce any of the provisions of this Declaration or (ii) approve any modification, limitation, waiver, or removal of the provisions of this Declaration (as provided in Article V, Section 12(c) and Article VI, Section 6 hereof).

(b) Anything contained in this Declaration to the contrary notwithstanding, in the event any portion of the Tech Center Property is owned or occupied by a non-GM affiliate, such non-GM affiliate owner or occupant shall have no rights whatsoever to (i) enforce any of the provisions of this Declaration or (ii) approve any modification, limitation, waiver, or removal of the provisions of this Declaration (as provided in Article V, Section 12(c) and Article VI, Section 6 hereof); provided, however, that the foregoing shall not be deemed to limit or restrict the rights of GM under this Declaration as to any portion of the Tech Center Property owned by a non-GM affiliate, but occupied by a GM affiliate.

(c) Anything contained in this Declaration to the contrary notwithstanding, GM's right to enforce certain provisions of this Declaration as provided for herein shall continue for as long as a GM affiliate owns or occupies any portion of the Tech Center Property.

Section 13. **Notice.** Any notice, demand or other communication required or desired (all hereinafter called "Notice") to be given hereunder, shall be in writing and shall be deemed to have been sufficiently given or served, for all purposes, if sent by certified or registered mail, return receipt requested, postage prepaid, or by facsimile with transmission confirmation and followed by a hard copy in a manner as otherwise permitted hereunder, or by overnight delivery, to the following addresses until otherwise directed in writing:

If to Declarant, addressed to:

Grand/Sakwa of Warren, L.L.C.
Attention: Gary Sakwa, and with separate copies
to Paul A. Bringer, Esquire, William Eisenberg, and
Christopher O. Corden, Esquire
28470 Thirteen Mile Road, Suite 220
Farmington Hills, Michigan 48334
Fax: (248) 855-0915

with a copy to:

Jackier, Gould, Bean, Upfal & Eizelman
Attention: Robert A. Jacobs, Esquire
121 West Long Lake Road, Second Floor
Bloomfield Hills, Michigan 48304-2719

If to Single-Family A and B
Developer, addressed to:

Heritage Village Single Family, Inc.
Attention: Gary Sakwa, and with separate copies
to Paul A. Bringer, Esquire, William Eisenberg, and
Christopher O. Corden, Esquire
28470 Thirteen Mile Road, Suite 220
Farmington Hills, Michigan 48334
Fax: (248) 855-0915

If to Single-Family C Developer,
addressed to:

Sable Realty Ventures -- Heritage III Limited
Attention: Richard J. Sable
12900 Hall Road, Suite 300
Sterling Heights, Michigan 48313
Fax: (586) 726-0810

If to Duplex A Developer,
addressed to:

Sable Realty Ventures -- Heritage I Limited
Attention: Richard J. Sable
12900 Hall Road, Suite 300
Sterling Heights, Michigan 48313
Fax: (586) 726-0810

If to Duplex Developer,
addressed to:

Sable Realty Ventures – Heritage II Limited
Attention: Richard J. Sable
12900 Hall Road, Suite 300
Sterling Heights, Michigan 48313
Fax: (586) 726-0810

If to Four-Plex Developer,
addressed to:

Lombardo Warren LLC
Attention: Anthony F. Lombardo
6303 Twenty-Six Mile Road, Suite 200
Washington, Michigan 48094
Fax: (586) 781-7950

with a copy to:

Wayne S. Segal, Esquire
Dawda, Mann, Mulcahy & Sadler, PLC
39533 Woodward Avenue, Suite 200
Bloomfield Hills, Michigan 48304
Fax: 248-642-7791

If to Twelve-Plex Developer,
addressed to:

MJC Heritage LLC
Attention: Michael A. Chirco, and with a separate
copy to Scot J. Mocerì
46600 Romeo Plank Road, Suite 5
Macomb, Michigan 48044
Fax: (586) 263-5903

with a copy to:

Wayne S. Segal, Esquire
Dawda, Mann, Mulcahy & Sadler, PLC
39533 Woodward Avenue, Suite 200
Bloomfield Hills, Michigan 48304
Fax: (248) 642-7791

If to Senior Housing Developer,
addressed to:

Sable Realty Ventures – Warren Seniors LLC
Attention: Richard J. Sable
12900 Hall Road, Suite 300
Sterling Heights, Michigan 48313
Fax: (586) 726-0810

If to Commercial/Office A
Developer, addressed to:

Grand/Sakwa Warren
Commercial/Office Parcel A LLC
Attention: Gary Sakwa, and with separate copies
to Paul A. Bringer, Esquire, William Eisenberg, and
Christopher O. Corden, Esquire
28470 Thirteen Mile Road, Suite 220
Farmington Hills, Michigan 48334
Fax: (248) 855-0915

If to Commercial/Office B
Developer, addressed to:

Grand/Sakwa Warren
Commercial/Office Parcel B LLC
Attention: Gary Sakwa, and with separate copies
to Paul A. Bringer, Esquire, William Eisenberg, and
Christopher O. Corden, Esquire
28470 Thirteen Mile Road, Suite 220
Farmington Hills, Michigan 48334
Fax: (248) 855-0915

If to Commercial C Developer,
addressed to:

Grand/Sakwa Warren Commercial Parcel C LLC
Attention: Gary Sakwa, and with separate copies
to Paul A. Bringer, Esquire, William Eisenberg, and
Christopher O. Corden, Esquire
28470 Thirteen Mile Road, Suite 220
Farmington Hills, Michigan 48334
Fax: (248) 855-0915

If to Commercial D Developer,
addressed to:

Grand/Sakwa Warren Commercial Parcel D LLC
Attention: Gary Sakwa, and with separate copies
to Paul A. Bringer, Esquire, William Eisenberg, and
Christopher O. Corden, Esquire
28470 Thirteen Mile Road, Suite 220
Farmington Hills, Michigan 48334
Fax: (248) 855-0915

If to Park Owner, addressed to: Heritage Village Master Community Association
Attention: Gary Sakwa, and with separate copies
to Paul A. Bringer, Esquire, William Eisenberg, and
Christopher O. Corden, Esquire
28470 Thirteen Mile Road, Suite 220
Farmington Hills, Michigan 48334
Fax: (248) 855-0915

If to GM, addressed to: General Motors Corporation
200 Renaissance Center
Mail Code 482-B38-C96
Detroit, Michigan 48265
Attention: Executive Director,
GM Worldwide Real Estate
Fax: (313) 665-6745

with a copy to: General Motors Corporation
Office of the General Counsel
300 Renaissance Center
Mail Code 482-C24-D24
P.O. Box 300
Detroit, Michigan 48265-3000
Attention: Gordon M. Ing, Esquire
Fax: (313) 665-4896

and with a copy to: Honigman Miller Schwartz and Cohn LLP
Attention: Lawrence D. McLaughlin, Esquire
2290 First National Building
Detroit, Michigan 48226
Fax: (313) 465-7475

Section 14: **PUD Agreement.** The Heritage Village Master Community is subject to a certain Planned Unit Development Agreement, dated March 4, 2005, between Declarant and the City, which was recorded at the Office of the Register of Deeds for Macomb County, Michigan, on March 4, 2005, in Liber 16450, Page 219, Macomb County Records and each owner of any portion of the Heritage Village Master Community agrees to be bound by the terms and conditions thereof.

GRAND/SAKWA OF WARREN LLC,
a Michigan limited liability company

By: _____

Gary Sakwa

Its: Authorized Representative
"Declarant"

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 18th day of April, 2005,
by Gary Sakwa, the Authorized Representative of Grand/Sakwa of
Warren LLC, a Michigan limited liability company, on behalf of the company.

Joyce L. Pikulas
Joyce L. Pikulas Notary Public
Oakland County, Michigan

My Commission Expires: 2-11-2007

acting in the County of Oakland

JOYCE L. PIKULAS
NOTARY PUBLIC OAKLAND CO., MI
MY COMMISSION EXPIRES Feb 11, 2007

Drafted by and when recorded return to:

Paul A. Bringer
Suite 220
28470 Thirteen Mile Road
Farmington Hills, Michigan 48334