

**SUPPLEMENTAL
DECLARATION OF RECREATIONAL FACILITIES COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS SUPPLEMENTAL DECLARATION OF RECREATIONAL COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made this 5th day of APRIL, 2004, by **PULTE LAND COMPANY, LLC**, a Michigan limited liability company, the address of which is 26622 South Woodward Avenue, Suite 110, Royal Oak, Michigan 48067 ("Developer").

R E C I T A L S:

A. In connection with the development of certain real property located in the Township of Macomb, Macomb County, Michigan as a residential subdivision known as Buckingham Woods Subdivision, Developer's predecessor recorded the plat of Buckingham Woods Subdivision No. 1 in Liber 143, Pages 14 through 27, inclusive, Macomb County Records ("Buckingham Woods") and a Declaration of Covenants, Conditions and Restrictions in Liber 9372, Pages 776 through 789, inclusive, Macomb County Records, as amended with respect to Buckingham Woods ("Buckingham Woods Restrictions").

B. Developer acquired from Polaris Enterprises Lots 18 through 96, 107 through 141, 152 through 170, 175 and 221 through 240 of Buckingham Woods ("Designated Lots").

C. Developer sold to GTR Builders, Inc. ("GTR") a residential subdivision which has been developed in two (2) phases known as Buckingham Village Subdivision No. 1 and Buckingham Village Subdivision No. 2, which are adjacent to Buckingham Woods on the north and east. Buckingham Village Subdivision No. 1 is evidenced by the plat recorded in Liber 154, Pages 15 through 26, inclusive, Macomb County Records ("Buckingham Village No. 1"). Buckingham Village Subdivision No. 2 is to be evidenced by the plat thereof which is to be recorded in the Macomb County Records ("Buckingham Village No. 2"). Buckingham Village No. 1 is, and Buckingham Village No. 2 is to be subject to certain covenants and restrictions set forth in the Declaration of Covenants, Conditions and Restrictions recorded in the Macomb County Records, as amended ("Village Restrictions").

D. GTR and/or certain other residential builders (as described on the attached Exhibit "A") (the "Builders") are the owners or purchasers of those lots designated on the attached Exhibit "A", and by joining in this Declaration (by execution of an addendum hereto in the form attached hereto as Exhibit "A-1") agree that those lots (the "Village 2 Lots") are subject to the terms and conditions hereof.

E. Developer and GTR have designated and established Lots 35 and 36, Buckingham Village Subdivision No. 1, as Recreational Facilities in Buckingham Village to be used by the owners of the Designated Lots of Buckingham Woods and the owners of the Village 2 Lots of Buckingham Village. (Together the Designated Lots of Buckingham Woods and the Village Lots of Buckingham Village No. 2 are referred to in this Declaration as "Project" or "Project Lots" as designated on the attached Exhibit "B" as Project Lots).

F. Developer records this Declaration for the purpose of designating and establishing the Recreational Facilities and the Recreational Facilities Association defined below for the use and benefit of owners of the Project Lots, and the benefits and burdens of this Declaration shall be binding upon all of the owners and occupants of the Project Lots, and shall run with the land.

G. This Declaration is a supplement to the Buckingham Woods Restrictions and the Village Restrictions and shall be binding upon and inure to the benefit of the Owners and occupants of the Project Lots.

H. Those Lots located in Buckingham Woods Subdivision and Buckingham Village Subdivision No. 1, designated on the attached Exhibit "B" as Option Lots and not currently Project Lots (the "Option Lots") shall have the right, but not the obligation to become subject to the terms and conditions hereof, as more particularly described below.

NOW, THEREFORE, Developer declares that the Project Lots are and shall be held, transferred, sold, conveyed and occupied subject to the following covenants, restrictions, conditions, reservations and grants:

1. DEFINITIONS.

Section 1.1 "Option Lot Owner" shall mean the holder or holders of the record fee simple title to, and/or the land contract purchaser of, an Option Lot, whether one or more persons or entities. The term "Option Lot Owner" shall not include any mortgagee or any other person or entity having an interest in an Option Lot merely as security for the performance of an obligation, unless and until such mortgagee or other person or entity shall have acquired fee simple title to such Option Lot by foreclosure or other proceeding or conveyance in lieu of foreclosure. If more than one person or entity owns fee simple title to an Option Lot, or in the event any Option Lot is subject to a land contract, then the interests of all such persons or entities, and the interest of the land contract seller and purchaser, collectively shall be that of one Owner.

Section 1.2 "Project Owner" shall mean the holder or holders of the record fee simple title to, and/or the land contract purchaser of, any Project Lot, whether

one or more persons or entities, including, the Owners of Buckingham Woods Designated Lots and the owners of Village Lots. The term Project Owner shall not include any mortgagee or any other person or entity having an interest in a lot within the Project merely as security for the performance of an obligation, unless and until such mortgagee or other person or entity shall have acquired fee simple title to such lot by foreclosure or other proceeding or conveyance in lieu of foreclosure. If more than one person or entity owns fee simple title to a lot located within the Project, or in the event any lot is subject to a land contract, then the interests of all such persons or entities, and the interest of the land contract seller and purchaser, collectively shall be that of one Project Owner.

Section 1.3 "Recreational Facilities" shall mean the recreational facilities constructed by Developer, upon Lots 35 and 36 of Buckingham Village, including a pool and related facilities, if any. The location and nature of the Recreational Facilities shall be designated by Developer.

Section 1.4 "Recreational Facilities Association" shall mean Buckingham Recreational Facilities Association, a Michigan non-profit corporation which may be formed by Developer for the purposes described herein, and its successors and assigns. The Recreational Facilities Association shall have specific rights and obligations with respect to such Recreational Facilities, including the maintenance of such facilities and the ability to assess the Recreational Facilities Members for payments of such costs, as provided in this Declaration.

Section 1.5 "Recreational Facilities Member" shall mean a member of the Buckingham Recreational Facilities Association.

2. RECREATIONAL FACILITIES ASSOCIATION.

Section 2.1 Creation And Purposes. Developer shall form a non-profit corporation in accordance with the Michigan Non-Profit Corporation Act, Act No. 162 of the Public Acts of 1982, as amended, which shall be known as Buckingham Recreational Facilities Association or such other name as may be designated by Developer. The Recreational Facilities Association and the Recreational Facilities Members shall have those rights and obligations which are set forth in this Declaration and in the Articles of Incorporation and By-Laws of the Recreational Facilities Association.

The sole purpose of the Recreational Facilities Association shall be to maintain the Recreational Facilities for the common use of Project Owners, to arrange for the provision of services and facilities to the Recreational Facilities and, in general, to maintain and promote the desired character of the Recreational Facilities.

Section 2.2 Membership. Developer and every Project Owner shall be a member of the Recreational Facilities Association. Every Owner shall become a Member commencing on the date on which said Owner is conveyed fee simple title to a Project Lot, or, if applicable, the date on which a land contract purchaser enters into a land contract to purchase a Project Lot. All membership rights and obligations shall be

deemed a part of and may not be separated from, the ownership of any Project Lot. In addition, every other Project Owner shall also be a member of the Recreational Facilities Association.

Section 2.3 Voting Rights. The Recreational Facilities Association shall have two (2) classes of voting members, which are as follows:

A. **Class A Votes.** Class A Recreational Facilities Members shall consist of all Project Owners (which includes all Owners) other than Developer. Each Class A Recreational Facilities Member shall be entitled to one vote on each matter submitted to a vote of the Recreational Facilities Members for each lot within the Project owned by the Class A Recreational Facilities Member. Where title to a lot within the Project is held by more than one person or entity, all such persons or entities shall be Recreational Facilities Members and jointly shall be entitled to only one vote per lot. Where a lot has been sold pursuant to a land contract, the purchaser under said land contract shall be entitled to the vote for said lot. Multiple Project Owners (including co-purchasers under a land contract) may exercise said one vote per lot as they may mutually agree, and such co-owners or co-purchasers shall notify the Recreational Facilities Association in writing of the person entitled to exercise such vote. In the event any multiple Project Owner fails to provide such notice to the Recreational Facilities Association within thirty (30) days prior to the date set for a meeting, the Project Owner whose name first appears on record title shall be deemed to be the Recreational Facilities Member authorized to vote on behalf of all the multiple owners of a lot in the Project and any vote cast in person or by proxy by said Project Owner, or the failure of said Project Owner to vote, shall be binding upon all such multiple owners.

B. **Class B Votes.** Developer shall be a Class B Recreational Facilities Member. In order to assure the orderly development and maintenance of the Recreational Facilities, the Class B Recreational Facilities Member shall be entitled to three (3) votes for each lot owned by Developer within the Project, whether or not final plats for all portions of the Project have been recorded. Class B membership shall terminate as to any lots owned by Developer at the time any such lot is sold and conveyed to a Project Owner other than Developer, which Project Owner shall thereafter be Class A Recreational Facilities Member.

Section 2.4 Articles And By-Laws. The Recreational Facilities Association shall be organized, governed and operated in accordance with its Articles of Incorporation and By-Laws, which shall be consistent with the provisions and purposes of the Declaration, as hereby amended. In the event there exists any conflict between the provisions contained within the Recreational Facilities Association's Articles of Incorporation and By-Laws, the provisions contained within this Declaration, shall control, followed in priority by the provisions the Articles of Incorporation and By-Laws.

Section 2.5 Directors. The right to manage the affairs of the Recreational Facilities Association shall be exclusively vested in the Recreational

Facilities Association Board of Directors. Developer or its designated representative shall be the sole Director until such time as one hundred (100%) percent of the lots within the Project owned by Developer have been sold and conveyed by Developer, or until such earlier time as Developer may elect, in its discretion. Thereafter, the Board of Directors shall be elected by the Recreational Facilities Members of the Recreational Facilities Association in accordance with the provisions of the Articles of Incorporation and By-Laws of the Recreational Facilities Association.

3. Recreational Facilities.

Section 3.1 Right Of Recreational Facilities Members To Use Recreational Facilities. Each Recreational Facilities Member of the Recreational Facilities Association shall have the right and non-exclusive easement for access to and for the use of the Recreational Facilities for the purposes provided herein. The easement rights of a Recreational Facilities Member shall exist regardless of whether the Recreational Facilities are included in a particular final plat, and each Recreational Facilities Member's easement and right to use the Recreational Facilities shall be deemed a part of, and shall pass with title to, every Project Lot, regardless of whether such easement is specifically referenced in the deed conveying such lot.

In addition, the Recreational Facilities shall be used subject to the following general provisions:

A. The Recreational Facilities Association shall have the right to establish non-discriminatory rules and regulations as the Board of Directors may deem necessary or desirable for the safe, orderly and convenient operation and use of the Recreational Facilities and for the proper maintenance, repair, and replacement of the Recreational Facilities and the improvements and facilities located thereon.

B. The Recreational Facilities Association shall have the right to suspend the voting rights of any Recreational Facilities Member and the right of any Recreational Facilities Member (including such Recreational Facilities Member's immediate family members) to use the Recreational Facilities, for: (i) any period during which any assessment against such Recreational Facilities Member's lot is delinquent; and (ii) a period not in excess of thirty (30) days for any infraction of any rules or regulations promulgated by the Board of Directors.

C. The Recreational Facilities Association shall have the right to charge reasonable admission and other fees for the use of the Recreational Facilities.

Section 3.2 Restrictions Regarding Recreational Facilities. The Recreational Facilities and all improvements and facilities located thereon may be used for passive and active sports, for recreational, social, civic and cultural activities, and for the common use and enjoyment of the Recreational Facilities Members.

Section 3.3 Maintenance And Insurance Of Recreational Facilities.

The Recreational Facilities Association shall be responsible for the maintenance, repair, replacement and operation of the Recreational Facilities, subject to the ordinances, rules and regulations of governmental entities having jurisdiction over the Recreational Facilities and the provisions of the Declaration, as amended. The Recreational Facilities Association shall at all times keep in full force and effect, with respect to the Recreational Facilities, comprehensive public liability and property damage insurance with limits as deemed appropriate by the Board of Directors.

Section 3.4 Title To Recreational Facilities.

At such time as the Recreational Facilities Association has been formed and organized, Developer may, in its sole discretion, convey title to the Recreational Facilities to the Recreational Facilities Association. In any event, Developer shall convey title to the Recreational Facilities to the Recreational Facilities Association not later than the date on which Developer conveys to a Project Owner the last lot in the Project in which Developer holds a fee title interest. The Recreational Facilities Association shall thereafter hold title to the Recreational Facilities for the benefit of the Project Owners and the Option Lot Owners who are Recreational Facilities Members in good standing. The foregoing conveyance shall include and be subject to the Project Owners' easement for access to and the use of the Recreational Facilities and any other easements reserved, dedicated or granted to or by Developer.

Section 3.5 Recreational Facilities Easements.

Developer and the Recreational Facilities Association, and their agents and representatives, shall have a perpetual easement for reasonable access to the Recreational Facilities, at all reasonable times, for purposes of maintenance, repair, replacement, operation and improvement thereof.

Neither Developer nor the Recreational Facilities Association (following the conveyance by Developer to the Recreational Facilities Association of title to the Recreational Facilities) shall have the right to dedicate or transfer all or any part of the Recreational Facilities to the public use; provided, however, Developer and the Recreational Facilities Association (following the conveyance by Developer to the Recreational Facilities Association of title to the Recreational Facilities) shall have the exclusive right to reserve, dedicate and/or grant public or private easements within the Recreational Facilities for the construction, installation, repair, maintenance and replacement of rights-of-way, walkways, bicycle paths, water mains, sewers, storm drains, detention basins, electric lines, telephone lines, gas mains, cable television and other telecommunication lines and other public and private utilities, including all equipment, facilities and appurtenances relating thereto; provided such right is exercised in accordance with all applicable laws, ordinances and regulations, including the commencement of legal proceedings, if necessary. Developer and the Recreational Facilities Association (following the conveyance by Developer to the Recreational Facilities Association of title to the Recreational Facilities) reserve the right to assign any such easements to units of government or public and/or private utilities; provided such right is exercised in accordance with all applicable laws, ordinances and regulations, including the commencement of legal proceedings, if necessary. Developer and the

Recreational Facilities Association (following the conveyance by Developer to the Recreational Facilities Association of title to the Recreational Facilities) may determine the location and configuration of such easements at its sole discretion.

4. COVENANTS FOR MAINTENANCE AND CAPITAL CHARGES.

Section 4.1 Creation Of The Lien And Personal Obligation For Assessments. In addition to any and all assessments levied under the Buckingham Woods Restrictions and/or the Village Restrictions, each Project Owner other than Developer GTR, and/or the Builders, by accepting title to a Project Lot, or, by entering into a land contract for the purchase of a Project Lot, shall be deemed to covenant and agree to pay to the Recreational Facilities Association, when due, the assessments described below, regardless of whether or not such covenant shall be expressed in such Project Owner's instrument of conveyance or land contract:

A. annual assessments to meet regular Recreational Facilities Association expenses; and

B. special assessments for capital improvements, to be established and collected as set forth below; and

C. all other assessments for taxes, levies, assessments or other charges lawfully imposed or charged to the Recreational Facilities Association with respect to the Recreational Facilities.

The foregoing assessments, together with such interest thereon and costs of collection thereof (including court costs and reasonable attorneys' fees) which are described below, shall be a lien on the lot against which they are made and all improvements thereon. Each such assessment, together with interest thereon, and the costs of collection thereof, in addition to constituting a lien on such lot and improvements, shall also constitute a joint and several personal obligation of the person or persons who was/were the Project Owner(s) of the lot on the date the assessment was established.

Section 4.2 Purpose Of Annual Assessments. The annual assessments levied under this Article 4 shall be used by the Recreational Facilities Association for the purpose of: (i) maintaining, repairing, replacing and operating the Recreational Facilities; and (ii) discharging any taxes, insurance premiums and mortgage installments relating to the Recreational Facilities.

Section 4.3 Annual Assessments. Commencing in the year the Recreational Facilities Association is formed, and for each fiscal year of the Recreational Facilities Association thereafter, annual assessments shall be levied and paid in the following manner:

A. The Board of Directors of the Recreational Facilities Association shall levy against each lot within the Project an assessment, based upon the projected costs, expenses and obligations of the Recreational Facilities Association for the ensuing fiscal year, which assessment shall be a specified

amount per lot. In the event the actual costs, expenses and obligations of the Recreational Facilities Association exceed the amount projected, the Board of Directors of the Recreational Facilities Association shall have the right to levy against each lot such additional assessments as may be necessary to defray such costs, expenses and obligations.

B. For the first year in which the Recreational Facilities Association is formed, the annual assessment per lot shall be determined by Developer in its sole discretion. Within thirty (30) days following the beginning of each fiscal year of the Recreational Facilities Association thereafter, the Board of Directors shall send a written notice of assessment to each Project Owner stating the amount of the assessment established by the Board of Directors for the ensuing year. Any annual assessment may not be increased by an amount in excess of twenty-five (25%) percent of the annual assessment for the preceding year without the affirmative vote of sixty (60%) percent of the total combined Class A Votes and Class B Votes, cast in person or by proxy at a meeting of the Recreational Facilities Association called for such purpose. The quorum requirements for such meeting shall be the same as those specified in Section 4.4 below. Each Project Owner shall pay said assessment within thirty (30) days from the date said written statement is mailed. Assessments not paid within said thirty (30) day period shall be deemed delinquent and interest shall accrue on delinquent assessments at the interest rate established by resolution of the Recreational Facilities Association's Board of Directors, which interest rate shall not exceed the highest rate allowed by law.

C. Any Project Owner who acquires a lot from Developer or from a person or entity exempt from the payment of assessments under Section 4.7B below, shall pay to the Recreational Facilities Association, on the date said lot is conveyed to the Owner, an amount equal to the annual assessment and special assessment, if any, established for the then current assessment period. For each fiscal year thereafter, such Project Owner shall be liable for any and all assessments levied in accordance with this Article 4.

D. The fiscal year of the Recreational Facilities Association shall be established in the manner set forth in the Recreational Facilities Association's By-Laws.

E. The Recreational Facilities Association's Board of Directors, in its discretion, may establish an installment program for the payment of any regular, special or deficiency assessment and may charge interest in connection therewith.

Section 4.4 Special Assessments For Capital Improvements. In addition to the annual assessments authorized by Section 4.3 above, the Recreational Facilities 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 improvements or facilities of the Recreational Facilities, including any fixtures, equipment, and other personal property relating thereto; provided, however, that no such

special assessment shall be levied unless first approved by sixty (60%) percent of the total combined Class A Votes and Class B Votes, cast in person or by proxy at a meeting of the Recreational Facilities Association duly called for such purpose. Written notice of such meeting shall be sent to each Project Owner at least thirty (30) days in advance of the meeting, which notice shall set forth the purpose of the meeting. Any such special assessments shall be due and payable according to the terms and conditions and in the manner specified in the resolution of the Recreational Facilities Association. Any special assessment not paid when due shall be deemed delinquent and interest shall accrue on such delinquent assessment at the interest rate established by resolution of the Recreational Facilities Association's Board of Directors, which interest rate shall not exceed the highest rate allowed by law.

The quorum required for the first meeting called for the purpose of voting on a special assessment shall be at least ninety (90%) percent of all the then authorized votes present, either in person or by proxy. If the required quorum is not present at the first meeting called for the purpose of considering the special assessment, another meeting may be called for said purpose, with notice thereof to be given as provided for in this Section 4.4 and the required quorum at any such subsequent meeting shall be reduced to sixty (60%) percent of all then authorized votes present, provided that such second meeting is held within sixty (60) days from the date of the first meeting.

Section 4.5 Uniform Assessment Rate. All annual, special and deficiency assessments of the Recreational Facilities Association shall be fixed and established at the same rate for all lots within the Project and shall be calculated based upon the total number of lots within the Project.

Section 4.6 Certificate With Respect To Assessments. Upon the written request of any Project Owner, the Recreational Facilities Association shall furnish, within a reasonable time, a written certificate regarding the status of any assessments levied against such Project Owner's lot. Any such certificate, when properly issued by the Recreational Facilities Association, shall be conclusive and binding with regard to the status of the assessment as between the Recreational Facilities Association and any bona fide purchaser of said lot or described in the certificate and the lender who has taken a lien on said property as security for the repayment of a loan.

Section 4.7 Exemptions From Assessments.

A. All Project Lots owned by Developer, GTR and/or any of the Builders shall be exempt from all annual, special and deficiency assessments. Upon conveyance of any lot by Developer, GTR and/or any of the Builders to a Project Owner, the exemption for each such lot shall thereupon cease and such lot shall then be liable for the prorated balance of that fiscal year's established annual assessment and special assessment, if any. Notwithstanding the foregoing, however, any Project Lots owned by Developer, GTR and/or any of the Builders shall not be exempt from assessments by the Township for real property taxes and other charges.

B. Builders, developers and real estate companies who own or hold any Project Lots for resale to customers in the ordinary course of business shall not be liable for the payment of any annual, special or deficiency assessments imposed by the terms of this Article 4.1A; provided, however, that any exemption established by this Section 4.7B shall cease and terminate as to any lot in the event construction is not commenced within two (2) years from the date the lot is acquired by such builder, developer or real estate company.

Section 4.8 Subordination Of Liens To Mortgages. The lien for assessments provided for in this Article 4.1A shall be subordinate to the lien of any mortgage or mortgages held by any bank, savings and loan association, insurance company, mortgage company or other similar institution existing of record at the time the lien for assessments shall be imposed. Sale or transfer of a lot, or any portion thereof, shall not affect the assessment lien. However, the sale or transfer of any lot in connection with a mortgage foreclosure proceeding, or any proceeding in lieu thereof, shall extinguish the lien of the assessments, interest and charges, which became due prior to such sale or transfer, but in no such event shall the prior Project Owner of said lot be relieved of any liability for such obligations and debts. No sale or transfer pursuant to any foreclosure proceeding, or any proceeding in lieu thereof, shall relieve any lot from any assessments thereafter levied or from the lien accruing from such assessments, and no subsequent sale or transfer shall release such lot from liability for any assessment, interest or charges which thereafter become due or from any lien therefor.

Section 4.9 Collection Of Assessment And Creation Of Lien. If any assessment is not paid within thirty (30) days from the date payment is due, the Recreational Facilities Association may sue the Project Owner and obtain a personal judgment against said Project Owner and/or may enforce the lien in the same manner as, and by following similar procedures which are required for, the foreclosure of mortgages, whether by advertisement or judicial action, including the allowance of such costs and reasonable attorneys' fees as would be taxable in the foreclosure of a mortgage.

5. OPTION LOT OWNERS.

Section 5.1 Ability to Become a Recreational Facilities Member. Notwithstanding anything to the contrary contained in these Declarations, the right of any Option Lot Owner to become a Recreational Facilities Member shall be governed by the terms and conditions of this Section 5.

Section 5.2 Notice to Opt In. Upon the completion of the Recreational Facilities, Developer shall send to each Option Lot Owner written notice thereof and the Buckingham Woods Option Lot Owners and those Buckingham Village Subdivision No. 1 Option Lot Owners who have closed on the purchase of their home prior to April 1, 2004 shall have until July 1, 2004 to notify Developer of their election to become a Recreational Facilities Member. These Buckingham Village Subdivision No. 1 Option Lot Owners who close on the purchase of their home after April 1, 2004 shall have until ninety (90) days from the date of their respective home closing to notify Developer of their election to become a Recreational Facilities Member. In the event

written notice of that election is not received by Developer prior to the expiration of applicable notice period, that Option Lot Owner shall be deemed to have elected to not become a Recreational Facilities Member. In the event an Option Lot Owner elects to become a Recreational Facilities Member, then in addition to all other requirements hereunder, the Option Lot Owner shall execute and deliver to the Recreational Facilities Association an Addendum to this Declaration, in recordable form, subjecting their Lot in the Project to the terms and conditions hereof (the "Addendum") in the form attached hereto as Exhibit "C".

Section 5.3 Special Assessments. In addition to its obligation to pay the Entry Fee, if applicable, and its annual assessments, as herein provided, each Option Lot Owner shall be required to pay its pro-rata share of any special assessments for capital improvements, as may be established under Section 4.4, above, as well as its pro-rata portion of all other assessments for taxes, levies, assessments or other charges lawfully imposed or charged to the Recreational Facilities Association with respect to the Recreational Facilities, as provided in Section 4.1(C) above.

Section 5.4 Additional Enrollment Periods. Subsequent to December 31, 2004, the Board of Directors, in their sole and absolute discretion, shall have the right to offer to the remaining Option Lot Owners additional, limited periods during which they shall have the opportunity to elect to become Recreational Facilities Members, upon terms and conditions established by the Board of Directors at that time. During such additional enrollment periods, the Board of Directors shall have the ability to determine the amount of the applicable Entry Fee, as well as the length of time the additional enrollment period(s) shall be in effect. The Board of Directors shall be under no obligation to provide an additional enrollment period at any time.

6. **GENERAL PROVISIONS.**

Section 6.1 Amendment.

A. Developer may amend the covenants, conditions, restrictions and agreements of this Declaration, without the consent of any Project Owner or any other person or entity whatsoever (whether or not any such person or entity shall now or hereafter have any interest in any Lot or portion of the Property, including mortgagees and lienholders), at any time prior to the closing on the sale of the first Designated Lot, subject to the approval of the Township if such approval is required.

B. Developer may unilaterally amend this Declaration to add additional land to the Project at any time, in which event, the covenants, conditions, restrictions and agreements of this Declaration shall apply to such additional land and lots therein, except as may be otherwise specified in the Amendment recorded by Developer. Any Additional Lots added to this Project by an amendment to this Declaration shall be considered Designated Lots for purposes of this Declaration. In addition, provided that Developer has an ownership interest in all, or any part, of the Project, Developer, without the

consent of any Project Owner or any other person or entity whatsoever (whether or not any such person or entity shall now or hereafter have an interest in any Project Lot or portion of the Property, including mortgagees and lienholders), may amend this Declaration as necessary or required to comply with the requirements of any federal, state, county or local statute, ordinance, rule, regulation or formal requirement relating to all or any party of the Property.

C. In addition to the foregoing, the covenants, conditions, restrictions and agreements of this Declaration may be amended at any time following the date on which a Designated Lot has been sold and conveyed by Developer, by a written instrument signed by: (i) the Owners (including Developer) of not less than seventy-five (75%) percent of the Designated Lot; and (ii) Developer, in the event Developer then continues to own any Designated Lots or any portion of the Project. Notwithstanding the foregoing, any and all such amendments shall be subject to the approval of the Township if such approval is required. Notwithstanding the foregoing, no amendment to this Declaration shall be effective unless a similar amendment is adopted for the Buckingham Village declaration pertaining to the Recreational Facilities and the Recreational Facilities Association.

Section 6.2 Term. The covenants, conditions, restrictions and agreements of this Declaration shall continue in full force and effect and shall run with and bind the land for a period of thirty (30) years from the date this Declaration is recorded and shall thereafter automatically be extended for successive periods of ten (10) years each, unless terminated by written instrument executed by: (i) the Owners (including Developer) of not less than seventy-five (75%) percent of the total Project Lots and (ii) Developer, in the event Developer then continues to own any Project Lots or any portion of the Project.

Section 6.3 Enforcement. Developer, the Recreational Facilities Association and any Owner shall have the right to enforce, by proceedings at law or in equity, all covenants, conditions, restrictions, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by Developer, the Recreational Facilities Association or any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver thereof or a waiver of any right to enforce the same at any time thereafter.

Section 6.4 Insurance Proceeds. All proceeds of any insurance maintained with respect to any assets of the Recreational Facilities Association, and the Recreational Facilities (if the Recreational Facilities have been conveyed to the Recreational Facilities Association), and all proceeds of any condemnation proceedings or sales in lieu of condemnation relating to the assets of the Recreational Facilities Association or the Recreational Facilities (if the Recreational Facilities have been conveyed to the Recreational Facilities Association) shall be paid to the Recreational Facilities Association and shall be the property of the Recreational Facilities Association and not of its Members or any other persons or entities.

Section 6.5 Severability. The invalidation of any one or more of the covenants, conditions, restrictions and agreements of this Declaration by judgment or court order, shall not affect the validity of any of the other provisions of this Declaration, and the same shall remain in full force and effect.

Section 6.6 Notices. Each Owner shall file with the Developer the Owner's correct mailing address, and shall promptly notify Developer in writing of any subsequent change of address. Developer shall maintain a file of such addresses and make the file available to the Recreational Facilities Association. A written or printed notice, deposited in the United States Mail, postage prepaid and addressed to any Owner at the Owner's last known address shall be sufficient and proper notice to such Owner, wherever notice is required in this Declaration.

Section 6.7 Number And Gender. As used in this Declaration, any gender shall include any other gender, the plural shall include the singular and the singular shall include the plural, whenever appropriate.

Section 6.8 Execution Of Additional Documents. Each Owners agrees, at the request of Developer or the Recreational Facilities Association, and at no expense to the Owner, to perform such further acts and execute all such further documents as may be required or desirable in the sole discretion of Developer or the Recreational Facilities Association, to carry out the purposes of this Declaration.

Section 6.9 Assignment Of Developer's Rights. Developer shall have the right to assign all of its rights and obligations under this Declaration, including the power to approve or disapprove any act, use or proposed action, to any other person or entity or to the Recreational Facilities Association. Any such assignment shall be made by appropriate instrument in writing duly recorded in the office of the Macomb County Register of Deeds.

WITNESSES:

PULTE LAND COMPANY, LLC,
a Michigan limited liability company

By

Its:

MANAGER
Howard Fingeroot

Penelope J. Minor
Penelope J. Minor

Bridget Harris Ambrose
BRIDGET HARRIS AMBROSE

STATE OF MICHIGAN)
)ss.
 COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 5th day of APRIL, 2004, by HOWARD FINGERDOT, the MANAGER of Pulte Land Company, LLC, a Michigan limited liability company, on behalf of the company.

Bridget Harris Arnbrister
 Notary Public, WAYNE County, MI
 My Commission Expires: 10-03-2004
ACTING IN OAKLAND COUNTY

PREPARED BY AND RETURN TO:
 Clark G. Doughty
 BODMAN, LONGLEY & DAHLING LLP
 34th Floor
 100 Renaissance Center
 Detroit, MI 48243
 (313) 392-1057

Bridget Harris Arnbrister
Notary Public, Wayne County, Michigan
My Commission Expires October 3, 2004

125

EXHIBIT "A"

BUILDERBuckingham Village Subdivision II Lots

ATTIVO Homes, Inc. 12475 Cedar Court Shelby Township, MI 48315	138, 139, 140, 141, 142, 156, 157, 164, 165, 185, 186, 191, 196, 197, 204, 205, 206, 217, 218, 232, 233, 234, 240, 241, 244, 245, 255, 256, 268, 269, 283, 284, 286, 292, 293, 294, and 295
BIUNDO Building Corporation 12745 Towering Oaks Shelby Township, MI 48315	126, 127, 128, 132, 133, 149, 150, 151, 161, 162, 168, 177, 178, 187, 188, 194, 195, 203, 211, 212, 214, 219, 220, 246, 247, 250, 251, 252, 253, 257, 258, 270, 271, 280, 281, and 285
Keystone Homes, Inc. 10844 Melia Drive Shelby Township, MI 48315	134, 135, 147, 148, 158, 159, 160, 163, 169, 175, 176, 180, 181, 182, 189, 192, 193, 198, 199, 213, 215, 216, 238, 239, 248, 249, 260, 266, 267, 274, 275, 288, 289, 301, 302, and 303
Malibu Homes, Inc. 42500 Hayes Suite 100 Clinton Township, MI 48038	123, 124, 125, 129, 130, 131, 143, 144, 152, 153, 166, 167, 173, 174, 183, 184, 207, 208, 223, 224, 225, 228, 235, 236, 237, 242, 243, 254, 259, 263, 272, 273, 278, 279, 282, and 287
Michelangelo Construction Company 15973 Tulip Macomb, MI 48042	136, 137, 145, 146, 154, 155, 170, 171, 172, 179, 190, 200, 201, 202, 209, 210, 221, 222, 226, 227, 229, 230, 231, 261, 262, 264, 265, 276, 277, 290, 291, 296, 297, 298, 299, and 300

EXHIBIT "A-1"

ADDENDUM TO SUPPLEMENTAL DECLARATION OF RECREATIONAL
FACILITIES COVENANTS, CONDITIONS AND RESTRICTIONSBuckingham Village Subdivision No. 2

THE UNDERSIGNED, _____, (and _____, his wife), is/are the fee simple title holder to Lot _____, Buckingham Village Subdivision No. 2, according to the plat thereof recorded in Liber _____, Pages _____ through _____, inclusive, Macomb County Records (the "Lot"). The Lot is an Option Lot pursuant to the terms and provisions of that certain Supplemental Declaration of Recreational Facilities Covenants, Conditions and Restrictions dated _____, 2004 (the "Restrictions"), as recorded in Liber _____, Pages _____ through _____, inclusive, Macomb County Records, and the undersigned is/are an Option Lot Owner who desires to become a Member of the Buckingham Recreational Facilities Association, and to subject the Lot to the terms and provisions of the Restrictions.

NOW THEREFORE, the undersigned hereby agree as follows:

The Lot is hereby made subject to the terms, conditions and provisions of the Restrictions, as provided pursuant to Section 5 of the Restrictions, including but not limited to Section 4 thereof which imposes a lien upon the subject property.

The undersigned have elected to "Opt-in" to become Members of the Recreational Facilities Association, in accordance with the terms and conditions of the Restrictions.

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Restrictions.

The foregoing shall be binding upon and inure to the benefit of the undersigned, their successors and assigns and shall run with and bind the Lot.

STATE OF MICHIGAN)
) ss.
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____
 day of _____, 2004, by _____
 and by _____.

 Notary Public, _____ County, Michigan
 My Commission Expires: _____

DRAFTED BY:

Clark G. Doughty, Esq.
 Bodman, Longley & Dahling
 34th Floor 100 Renaissance Center
 Detroit, Michigan 48243
 (313) 392-1057

WHEN RECORDED RETURN TO:

EXHIBIT "B"**OPTION LOTS**

Lots 1 through 17 inclusive, 97 through 106 inclusive, 142 through 151 inclusive, 171, 172, 173, 174, 176 through 220 inclusive, and 241 through 281 inclusive, Buckingham Woods Subdivision No. 1, as evidenced by the plat thereof recorded in Liber 143, Pages 14 through 27, inclusive, Macomb County Records

and

Lots 1 through 34 inclusive and 37 through 122 inclusive, Buckingham Village Subdivision No. 1, as evidenced by the plat thereof recorded in Liber 154, Pages 15 through 26, inclusive, Macomb County Records.

PROJECT LOTS

Lots 18⁷⁸ through 96 inclusive, 107²⁴¹ through 141 inclusive, 152¹⁸ through 170 inclusive, 175, and 221 through 240 inclusive Buckingham Woods Subdivision No. 1, as evidenced by the plat thereof recorded in Liber 143, Pages 14 through 27, inclusive, Macomb County Records,

and

All lots in proposed Buckingham Village Subdivision No. 2, according to the plat thereof to be recorded in Macomb County Records.

EXHIBIT "C"

ADDENDUM TO SUPPLEMENTAL DECLARATION OF RECREATIONAL
FACILITIES COVENANTS, CONDITIONS AND RESTRICTIONSBuckingham Woods Subdivision No. 1(Option Lot)

THE UNDERSIGNED, _____, (and _____, his wife), is/are the fee simple title holder to Lot _____, Buckingham Woods, according to the plat thereof recorded February 22, 2000 in Liber 143, Pages 14 through 27, inclusive, Macomb County Records (the "Lot"). The Lot is a Project Lot subject to the terms and provisions of that certain Supplemental Declaration of Recreational Facilities Covenants, Conditions and Restrictions dated _____, 2004 (the "Restrictions"), as recorded in Liber _____, Pages _____ through _____, inclusive, Macomb County Records, and the undersigned desires to confirm that they are a Member of the Buckingham Recreational Facilities Association, and that the Lot is subject to the terms and provisions of the Restrictions.

NOW THEREFORE, the undersigned hereby agree as follows:

The Lot is hereby made subject to the terms, conditions and provisions of the Restrictions, as provided pursuant to the Restrictions, including but not limited to Section 4 thereof which imposes a lien upon the subject property.

The undersigned are Members of the Recreational Facilities Association, in accordance with the terms and conditions of the Restrictions.

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Restrictions.

The foregoing shall be binding upon and inure to the benefit of the undersigned, their successors and assigns and shall run with and bind the Lot.

STATE OF MICHIGAN)
) ss.
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____
 day of _____, 2004, by _____
 and by _____.

 Notary Public, _____ County, Michigan
 My Commission Expires: _____

DRAFTED BY:

Clark G. Doughty, Esq.
 Bodman, Longley & Dahling
 34th Floor 100 Renaissance Center
 Detroit, Michigan 48243
 (313) 392-1057

WHEN RECORDED RETURN TO:

ADDENDUM TO SUPPLEMENTAL DECLARATION OF RECREATIONAL FACILITIES COVENANTS, CONDITIONS AND RESTRICTIONS

Buckingham Village Subdivision No. 1

THE UNDERSIGNED, _____, (and _____, his wife), is/are the fee simple title holder to Lot _____, Buckingham Village Subdivision No. 1, according to the plat thereof recorded in Liber 154, Pages 15 through 26, inclusive, Macomb County Records (the "Lot"). The Lot is an Option Lot pursuant to the terms and provisions of that certain Supplemental Declaration of Recreational Facilities Covenants, Conditions and Restrictions dated _____, 2004 (the "Restrictions"), as recorded in Liber _____, Pages _____ through _____, inclusive, Macomb County Records, and the undersigned is/are an Option Lot Owner who desires to become a Member of the Buckingham Recreational Facilities Association, and to subject the Lot to the terms and provisions of the Restrictions.

NOW THEREFORE, the undersigned hereby agree as follows:

The Lot is hereby made subject to the terms, conditions and provisions of the Restrictions, as provided pursuant to Section 5 of the Restrictions, including but not limited to Section 4 thereof which imposes a lien upon the subject property.

The undersigned have elected to "Opt-in" to become Members of the Recreational Facilities Association, in accordance with the terms and conditions of the Restrictions.

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Restrictions.

The foregoing shall be binding upon and inure to the benefit of the undersigned, their successors and assigns and shall run with and bind the Lot.

STATE OF MICHIGAN)
) ss.
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____
 day of _____, 2004, by _____
 and by _____.

 Notary Public, _____ County, Michigan
 My Commission Expires: _____

DRAFTED BY:

Clark G. Doughty, Esq.
 Bodman, Longley & Dahling
 34th Floor 100 Renaissance Center
 Detroit, Michigan 48243
 (313) 392-1057

WHEN RECORDED RETURN TO:

