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SP-128341

BUILDING AND USE RESTRICTIONS
Northville Colony Estates No. 5

THIS DECLARATION OF BUILDING AND USE RESTRICTIONS made this 19 day of August, 1988, by FRED E. GREENSPAN BUILDER, INC., a Michigan Corporation, of 26645 W. 12 Mile Road, in the City of Southfield, MI 48034 hereinafter referred to as the "Grantor" or "Developer."

Witnesseth:

The Developer is the owner of Northville Colony Estates Subdivision Number 5, a Subdivision of part of the West 1/2 of Section 13, Town 1 South, Range 8 East, Township of Northville, Wayne County, Michigan, which it has recorded in Liber 102, Pages 61 through 62 of Plats, Wayne County, MI. It is the intention of the Developer to subject all lots and common areas within the said Subdivision to Restrictions which will run with the lots and common areas to assure the uniform development of the subdivision as a desirable residential community.

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1. Declaration of Restrictions. It is hereby declared that the following Restrictions shall run with the land and shall be binding on all persons claiming title under or from the Grantor until the first day of January, 2000, at which time these Restrictions shall be automatically extended for successive ten (10) year periods, unless, by vote of the majority of the then owners of the Lots, these covenants and Restrictions shall be amended, provided, however, that the sections of these Restrictions which establish the rights and obligations of the owners of lots as to the maintenance of common areas and storm water drainage system, including the storm water retention area. As such rights exist between lot owners, the Subdivision Association, the Township of Northville, and the Wayne County Road Commission shall not be amended without the concurrence of all parties to the agreement concerning the common areas, storm water system and retention areas, or their successors.

2. Incorporation of Zoning Ordinances. The zoning ordinances of the Township of Northville, to the extent that they impose more stringent limitations upon the use of the lots in the Subdivision, are adopted by the Developer and are incorporated herein by reference.

3. Restrictions on Buildings.

A. All lots within the Subdivision shall be used exclusively for the construction of single-family residences.

B. All single family residences to be constructed on the lots in the Subdivision shall be detached residential units which shall not exceed two (2) stories in height. Each residence shall have an attached garage which may accommodate not more than three (3) vehicles.

C. Only one residential unit shall be constructed on each lot in the Subdivision.

D. All lots within the subdivision shall be seeded or have lawn sod installed within 90 days of occupancy or April 1st, whichever shall first occur, subsequent to consummation of the lot purchase.

4. No building shall be located on any building site less than twenty five (25) feet from the front lot line for all lots covered by these covenants. Where a rear yard of a corner lot abuts a side yard of an interior lot, a side yard of twenty five (25) feet shall be maintained along the side street of the corner

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lot and no fence or other structure shall be erected, installed, placed or permitted to remain within said side yard. Garage location on corner lots shall conform to dwelling setbacks. No building shall be located less than sixteen (16) feet from any other building. Garages shall be attached to the dwelling and attached garages shall be deemed part of the dwelling, for the purposes of these Restrictions.

A. All dwellings erected in this subdivision shall be erected so as to provide uniformity of side drive locations and a minimum distance of sixteen (16) feet between dwellings. Side drive yards shall be not less than ten (10) feet in width, and the drive shall be surfaced and shall be maintained dust free to a point no less than twenty (20) feet beyond the front building line in case of an interior lot, or to the garage on a corner lot when entrance is made from a side street, all before occupancy of any dwelling.

B. No posts or basketball hoops or backboards shall be erected in any front or sideyard on any lot in the Subdivision.

C. No exterior antennas, cables or satellite dishes/receivers shall be erected or maintained on any lot or improvement thereon, except that each lot owner shall be entitled to erect one television antenna on the exterior of his/her residence for the sole use of the lot owner and his/her family.

5. Easements and rights of way are hereby reserved as shown on the recorded plat. In addition to the above, easements and rights of way are reserved in and over a strip of land six (6) feet in width along all rear and side lot lines wherever it may be deemed necessary for the installation or maintenance of telephone or electric poles, lines or conduits or sewer, gas lines or water mains, for drainage purposes or for the use of any other public utility deemed necessary or advisable by Developer. The use of all or a part of such easements and rights of way may be granted or assigned at any time hereafter by the Grantor to any persons, firm, governmental unit or agency or corporation furnishing any such service. No structure of any kind, other than an ornamental fence, shall be erected, placed or installed on any part of said easements.

6. No noxious or offensive trade, occupation or activity shall be carried on or permitted upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

7. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the Subdivision shall be used at any time for human habitation, whether temporarily or permanently, nor shall any structure of a temporary character or nature be used as a residence, provided, however, that the provisions hereof shall not be construed or applied so as to prevent the use of a temporary building or structure which is used for storage or other building purposes during the period of the construction or installation of the principal building or structure, and provided, further, that the provisions hereof shall not be construed or applied so as to prevent the use by Grantor or Developer, its agents or sales representative of any temporary or permanent dwellings or other structures as a model or models and/or sales office.

8. The outside storage or parking of moving vans, commercial vehicles, boats, automobile trailer, trailer coaches, campers or camping vehicles, pick up trucks or similar vehicles (whether or not motorized) shall not be permitted. Neither shall any of the aforesaid vehicles be repaired or maintained on any lot except within a private garage. This restriction shall not apply to commercial or other vehicles making business or service calls

or deliveries to the residents or owners of lots or to the Association or to contractors within the subdivision.

9. Signs. No sign or billboard shall be placed, displayed to the public view, or maintained on any lot except one sign of not more than five (5) square feet of surface and the top of which shall be three (3) feet or less above the ground, advertising the lot or house and lot for sale or lease, provided, however, that such other signs may be erected and maintained on lots as are expressly permitted in writing by the Grantor.

10. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that a reasonable number of dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. A "reasonable number" as used in this paragraph shall ordinarily mean no more than two (2) pets per household; provided, however, that the Association may determine that a "reasonable number" in any instance may be more or less.

11. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish or refuse. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Dumping of grass cuttings or material of any kind shall be strictly prohibited.

12. Fences - Location and Kind. Fences, guarded walls and similar devices may be constructed or erected only after plans and specifications of such proposed fence, wall or other device shall have first been submitted in writing to the Grantor and approved by it. Fences in the rear or back of the building on all lots shall be ornamental and no more than four (4) feet high. They shall be of metal or wood construction. No fence of any kind shall be installed or erected in front of, or extending beyond, the established front building line of any lot. All fences shall have a minimum of twenty five (25) foot setback from any and all streets abutting any lot line, whether front, rear or side.

13. Maintenance of Easement Areas. Except as otherwise provided herein, each owner shall (i) maintain all of the surface areas of all easements within the lot owned by him; (ii) keep the grass and weeds cut; (iii) maintain the same free of trash and debris; and (iv) take such action as may be required in order to eliminate (or minimize when elimination is practicable) surface erosion.

14. Sight Distance at Intersections. No hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways or streets shall be placed, planted or be permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at a point twenty five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply with respect to any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. Construction of Building, Structure or other Enclosure. No building, enclosure or other structure shall be commenced, erected, placed or maintained, nor shall any addition to nor change or alteration to any structure be made. Except interior alterations, until the plans and specifications prepared by a competent architect showing the nature, kind, shape, height and materials, color scheme, location on lots and approximate cost of

such structure and the grading plan of the lots to be built upon shall have been submitted to and approved in writing by the Grantor, and a copy of said plans and specifications as finally approved and logged permanently with said Grantor.

A. The Grantor shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable in Grantor's opinion. For aesthetic or other reasons, and in so passing upon such plans, specifications and grading, Grantor shall have the right to take into consideration the suitability of the proposed buildings or other structure to be built to the site upon which it is proposed to erect the same, and the harmony as planned in view of the outlook from the adjacent or neighboring properties. It is understood and agreed that the purpose of this paragraph is to cause the platted lands to develop into a beautiful, harmonious private residence section, and if a disagreement on the points set forth in this paragraph should arise, the decision of the Grantor shall control.

B. However, in the event that the Grantor shall have failed to approve or disapprove such plans and the locations within thirty (30) days after the same shall have been delivered to the Grantor, then such approval will not be required. Provided that the plans and location on the lots conform to and are in harmony with, existing structures in the Subdivision, the provisions of these Restrictions, and any zoning law applicable thereto.

C. Swimming pools are considered structures, as defined under Section 15 hereof. Only "In Ground" pools will be approved in the Subdivision. Nonportable, above-ground swimming pools will not be permitted. "Above Ground" pool is defined as being a swimming pool which projects 18 inches, or more, above grade on any side. Therefore, the following will apply: For aesthetic and safety reasons, no above-ground swimming pools will be allowed. However, children's pools that comply to the following requirements will be considered wading pools and not above-ground pools: any pool having a retaining wall no higher than 18 inches from ground level to the top edge of the retainer, covering no more than 125 square feet of ground surface, being a type that can be readily emptied, not requiring filtering equipment, and being in use only during the period from May 1st through October 1st.

16. Lot Owners Association.

A. Duties and Responsibilities: Assessments and Collection.

(1) The Developer has established a Michigan non-profit corporation under the name Northville Colony Estates Homeowners Association, hereinafter referred to as the "Association." The Association originally established for subdivision phase number 3 is intended and shall govern subdivision phase numbers 4 and 5.

(2) The Developer shall deed the common areas and storm water retention areas to the Association by deed free of encumbrances or lien, but subject to these Restrictions and easements and covenants of record.

(3) The Association will be responsible for the control and maintenance (as hereinafter defined) of the common areas and storm water retention areas, within the subdivision, as well as rear yard and footing drains, and shall succeed to all responsibilities of the Developer in matters of plan approval and enforcement of the covenants and Restrictions.

(4) The Board of Directors of the Association shall adopt an annual budget which shall include an adequate

allowance for the maintenance of the common areas, storm water retention areas and rear yard drains within the Subdivision. The Board shall advise the owners of each lot of the amount of the required contribution from each lot owner which shall be necessary to defray the operating costs of the Association, including the cost of maintaining the common areas, storm water retention areas and rear yard drains. The required contribution shall be an assessment on each lot and lot owners.

(5) By acceptance of a deed to a lot in the Subdivision, each lot owner agrees that the annual assessment for operating costs of the Association, including maintenance as aforesaid, shall be a lien on the lot owned by each lot owner and that the payment of the amount of each annual assessment shall in addition, be a personal obligation of each lot owner.

(6) The annual assessment on each lot and lot owner as established by the Board of Directors of the Association shall be paid to the Association within the time limited by resolution of the Board of Directors.

(7) In the event of non-payment of the assessment by any lot owner, the Association may proceed to collect the assessment by action at law or by foreclosure of the lien granted to the Association by each owner. The remedies of the Association in the event of non-payment shall be cumulative and the Association shall not be deemed to have waived any right nor have elected any remedy to the exclusion of any other remedy by its proceeding in any form to effect collection.

(8) Lots owned by the Developer shall not be subject to assessment.

B. Obligations of the Association. Common Areas, Subdivision Restriction, Maintenance and Repair.

(1) The principal function of the Association shall be the enforcement of Restrictions imposed on the lots in the Subdivision in this Declaration of Building and Use Restrictions, the establishment of reasonable rules and regulations for the use of the common areas within the Subdivision, the maintenance and repair of the common areas, including the parks, walk entries and storm water retention areas, and the supervision of the maintenance of footing drains. The benefits of the easements granted to the Developer and the Fred E. Greenspan Building Co. in instrument recorded in Liber 19781, Page 754, Wayne County Records (Sanitary Sewer Easement) shall run to the benefit of the Association which assumes all obligations of the Developer, the Fred Greenspan Development Corporation, and Fred E. Greenspan Building Co. under the Assignment of that easement to the Charter Township of Northville which Assignment is recorded in Liber _____, Page _____, Wayne County Records.

(2) The Association may, in the discretion of its Board of Directors, promote and advance the interests of the lot owners, establish social programs, and establish programs and policies which will improve the Subdivision and assist the lot owners.

(3) "Maintenance of the Common Areas" shall include, but shall not be limited to the following:

(a) Maintenance of established grades in all common areas.

- (b) Cutting of weeds, grass or other plant materials.
- (c) Elimination of insects and animals.
- (d) Removal of trash, paper and garbage.
- (e) Cleaning, repair and maintenance of any dam, pipe, drain, valve or opening in the water storage area and all pipes or lines leading into or out of the storage area, and connecting the water storage area with the public storm sewer system.
- (f) Maintenance, repair and replacement of all equipment, landscaping, grass or planting in the common areas.
- (g) All and every other act necessary to protect and preserve the common areas and to protect and defend the easements over adjacent property established for sanitary sewer purposes as identified in paragraph 8.B.(1) which easements have been assigned to the Charter Township of Northville.

C. Maintenance of the Rear Yard Drains, Drainage Grades and Footing Drains or Failure of the Association to Protect and Defend the Easement Rights for Sanitary Sewer Purposes in Adjacent Lands.

(1) Surface Drains. It shall be the responsibility of each lot owner to maintain the surface drainage grades of his/her lot as established by the Developer. Each lot owner covenants that he will not change the surface grade of his/her lot in a manner which will materially increase or decrease the storm water flowing onto or off of the lot or block, pond or obstruct surface water. The Board of Directors of the Association shall enforce this covenant and may enter upon the lots in the Subdivision to correct any violation of this covenant and shall charge the cost of the correction to the lot owner who had violated this covenant.

(2) Rear yard Drains. The Subdivision Association shall be responsible for the maintenance of enclosed rear yard storm water drains. In the event such drains shall require repair, the drains shall be repaired by the Association and the cost of such repair shall be allocated equally among all lots served by the arm of the drain line repaired. The allocation of cost shall be assessed to the lot owner and shall be a lien upon the lot and a personal obligation of each lot owner assessed.

(3) Footing Drains. It shall be the responsibility of each lot owner to maintain the footing drains for all construction on his lot and to assure the footing drains are clear of obstructions and are connected to the storm sewer system.

In the event any lot owner shall fail to maintain the footing drains or shall fail to have the drains properly connected to the storm water drainage system, the Association may enter upon the land of such owner and perform all necessary repairs and maintenance of the footing drains. The costs for such repairs and maintenance shall be charged to the lot owner and shall be a lien upon the land and a personal obligation of the owner of the lot.

D. Failure of a Lot Owner or the Association to Maintain the Common Areas, Drainage Grades, Rear Yard Drains or Footing Drains.

- (1) The Township of Northville or its successors shall have the right to enter upon the common areas of the Sub-

division and all lots within the Subdivision at all reasonable times for the purpose of inspecting the common areas at all reasonable times for the purpose of inspecting the common areas, rear yard drains and footing drains, for the purpose of determining if the areas and drains are adequately maintained.

(2) In the event the Township of Northville shall determine that the common areas, the storm water retention area, the drainage grades and footing or rear yard drains are inadequately maintained, or that there exists a danger to public health, safety or morals, or that the maintenance of the storm water retention area is inadequate to insure the retention area will perform according to its design specifications or in the event any owner of adjacent properties interferes with or attempts to interfere with the sanitary sewer easements established for the benefit of this subdivision and other properties which easements have been assigned to the Township of Northville, the Township will advise the Board of Directors of the Association of the condition objected to and shall establish a reasonable time limit for the correction of the deficiency.

(3) The Association shall comply with the notice from Township within the time specified and shall establish such additional assessments on the lots and Subdivision as shall be necessary to fund the cost of the required maintenance, repair, improvement, or protection of the easement rights for sanitary sewer purposes assigned to the Charter Township of Northville. Assessments for repair of footing drains shall be made only against the lot on which the repair is completed. In the event the Association fails to complete the maintenance items of which it has been notified within the period limited by the notice, or fails to defend and protect the easements rights for sanitary sewer purposes over adjacent land which have been assigned to the Township of Northville, the Township may enter upon the lots or common areas and perform the required maintenance either through its employees or through independent contractors or the Township may take such action as required to protect and defend the easement rights for sanitary sewer lines assigned to the Charter Township of Northville. The Association shall be responsible for the cost of the maintenance performed by the Township or action undertaken by the Township to protect or defend the rights of the Township under the Assignment of Easements for sanitary sewer and each lot owner shall be responsible for his proportionate share of the costs, including reasonable inspection and supervision fees to the Township.

(4) The provisions of these Restrictions authorizing assessments upon the lots are for the benefit of the Township of Northville and the Township may enforce this agreement in its own name by order of the Circuit Court directing the levy of the required assessment on each lot. The establishment of a lien on each lot to the intent of its share of the assessment, and the foreclosure of the lien, or the enforcement of the personal liability of each lot owner for his proportionate share of the assessment, which remedies shall be cumulative.

(5) The Township of Northville may, as an additional remedy in the event of the failure of the Association to the common areas, establish a special assessment district consisting of all lots within the Subdivision and may assess the costs of any maintenance or repair performed by the Township against the lots in the Subdivision. Any lot owner, by accepting a deed to a lot in the Subdivision shall consent to the inclusion of his lot within the special assessment district.

(6) Entry into the common areas by the Township of Northville for any purpose shall not be deemed a dedication of those areas, nor shall the performance of any maintenance in the common areas by the Township be deemed an acceptance of title to the common areas by the Township. Such maintenance of the common areas by the Township shall not relieve the Association and lot owners from the obligation of maintaining the common areas and water retention areas pursuant to these Restrictions.

(7) (a) The Township of Northville, its successors, assigns, agents, independent contractors and employees are hereby granted an irrevocable license to enter upon and across all land at any time for the purpose of inspecting, repairing, maintaining, removing, installing, reinstalling and constructing the storm drains, rear yard drains and footing drains and other improvements which are the subject of a certain Agreement dated August 4, 1977, between the Township of Northville and Fred E. Greenspan Building Company.

(b) The Association, and the owner(s) of the land, and their agents, heirs, successors and assigns, shall be jointly and severally liable for all costs and expenses incurred by the Township of Northville, together with reasonable charges for its administration, supervision and management. In inspecting, repairing, maintaining, removing, installing, reinstalling and constructing the storm drains, rear yard drains and other improvements which are the subject of paragraph (a), immediately hereinbefore set forth, and the lot owners shall be severally liable for the cost of repairing footing drains on each lot. Such costs, expenses and charges shall be due and owing upon the Township of Northville communicating the same in writing to the last known address of said association filed with the Township clerk and to the address of owner(s) as set forth on the then existing tax roll by first class mail, postage prepaid, and a proof of service of said mailing shall be conclusive evidence of the fact of actual notice to all persons, firms, corporations, associations or entities to whom such mailing was addressed. The foregoing shall not be the exclusive right or remedy of the Township of Northville rather all rights and remedies otherwise provided to the Township of Northville by statute, ordinance, agreement or other provisions of this instrument shall be available to the Township of Northville.

17. Exemption of Developer. Lots owned by the Developer shall not be assessed, nor shall they be subject to lien for any sum required to be paid for the maintenance of common areas, storm or footing drains. Upon transfer of any lot from the Developer, the lot shall become immediately subject to assessment and any assessment levied in the year of sale shall be prorated on a calendar year basis and the purchaser shall pay a prorated share of such assessment to the Developer as part of the purchase price.

The Developer shall further be exempted from the operation of all other Restrictions and each lot so held by the developer shall not be bound by these Restrictions until each lot shall have been deeded by the Developer.

18. Severability. Each restriction stated herein is severable, and in the event any one or more of the Restrictions is held void for any reason, the remaining Restrictions shall continue in full force and effect.

19. Violation. These Restrictions are for the primary benefit of all future residents of the Subdivision. In addition, covenants stated to be for the benefit of the Township of Northville or its successors may be enforced by the Township or its successors, or by the Wayne County Road Commission, where applicable, or its successors.

20. Northville Colony Estates No. 5. The Developer hereby declares that Northville Colony Estates No. 5 is intended and shall be included within the common areas and storm water drainage areas in common with the lots in the Northville Colony Estates No. 3&4. These Restrictions which cover Subdivision No. 5 are similar to the Restrictions governing Northville Colony Estates No. 3 and 4, and there shall therefore be one Association for these Subdivisions. Each lot in the these Subdivisions shall have one vote for the Directors of the Association and the assessments referred to in these Restrictions shall be applicable to these Subdivisions.

WITNESS:

Carolyn L. Flynn
 CAROLYN L. FLYNN
Jacqueline L. Aucott
 JACQUELINE AUCOTT
 STATE OF MICHIGAN)
) SS:
 COUNTY OF OAKLAND)

FRED E. GREENSPAN BUILDER, INC.,
 a Michigan corporation
 By: *Fred E. Greenspan*
 Fred E. Greenspan
 President

On this 19th day of August, 1988, before me personally came the above-named Fred E. Greenspan, President of Fred E. Greenspan Builder, Inc., who made oath that he executed the foregoing Building and Use Restrictions as his free act and deed.

Irving F. Keene
 Irving F. Keene,
 Notary Public
 Oakland County, MI
 My Comm. Expires: 4/29/89

RECORDED: _____

DRAFTED BY: Irving F. Keene, Esq., 24567 Northwestern Hwy., #1C,
 Southfield, MI 48075, 313/354-1130

WHEN RECORDED RETURN TO: Irving F. Keene, Esq., 24567 Northwestern
 Hwy., #1C, Southfield, MI 48075

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