

\$ 60.00 DEED

16 NOV 95 10:24 A.M.

RECEIPT# 118

RECORDED

J. E. YOUNGMAN, REGISTER OF DEEDS
WAYNE COUNTY, MI

**DECLARATION OF COVENANTS;
CONDITIONS AND RESTRICTIONS**

\$ 4.00 REINDEMENTATION

BROOKSTONE VILLAGE SUBDIVISION

DECLARATION is made this 16 day of ^{NOVEMBER} ~~October~~, 1995, by BROOKSTONE VILLAGE ASSOCIATES, a Michigan co-partnership, whose address is 6022 West Maple Road, Suite 405, West Bloomfield, Michigan 48322.

Plat recorded in Liber 109, Pages 8 through 13, inclusive.

WHEREAS Declarant is the owner of certain real property located in the Township of Northville, Wayne County, State of Michigan and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Subdivision"); and

WHEREAS Declarant desires to impress the Subdivision with covenants, conditions and restrictions in order to insure its development as a desirable residential area; to prevent any use thereof which might tend to diminish its value; and to assure the harmony, attractiveness and utility thereof.

NOW, THEREFORE, Declarant hereby declares that the Subdivision shall be held, sold, conveyed and otherwise transferred subject to the following covenants, conditions and restrictions (as amended from time to time), which shall run with the Subdivision and each lot therein, and which shall be binding upon and inure to the benefit of all parties having any right, title or interest in the Subdivision or any part thereof, their heirs, successors and assigns.

ARTICLE I

DEFINITIONS

"Declarant" shall mean BROOKSTONE VILLAGE ASSOCIATES, a Michigan co-partnership.

"Subdivision" shall mean the real property described in Exhibit "A" attached hereto and made a part hereof.

"Dwelling" shall mean the detached single-family residence which is to be built on each lot in the Subdivision.

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ARTICLE II

RESTRICTIONS

The Subdivision and each lot therein shall be subject to the following restrictions:

1. All lots, excluding Lot 52 (Assisted Living Center) for which provisions 1 through 40 are not applicable, in the Subdivision to be sold or conveyed to individual purchasers shall be used exclusively for single-family residential purposes. Except as specifically permitted herein, no structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family Dwelling not to exceed thirty (30) feet in height which may include an attached garage, except due to topographical conditions or upon approval of Declarant or the Architectural Control Committee. No part of any Dwelling or other structure shall be used for any activity normally conducted as a business.

2. No driveway, parking area, building, Dwelling, fence, deck, patio, paved area, wall, hedge or other improvement or structure shall be erected, placed or altered on any lot in the Subdivision until the following have been submitted to and approved in writing by Declarant:

(a) A topographic survey showing the existing and proposed grades, the location of all trees in excess of three (3) inches in diameter, the proposed location of each building or structure and the proposed location of drives and parking areas;

(b) Construction and architectural plans including dimensioned floor plans, typical sections and all elevations;

(c) Specifications setting forth the type and quality of all materials and workmanship to be employed including a detailed finish schedule for all exterior materials, products and finishes, with actual brick, stain and shingle samples;

(d) A landscaping plan showing finished grading, planting, sodding, and lighting; and

(e) A construction schedule.

Refusal of proposed locations, plans, specifications or construction scheduling may be based by Declarant upon any ground whatsoever, including purely aesthetic considerations, which in the sole and uncontrolled discretion of Declarant shall be sufficient. Declarant intends to take into account the preservation of trees and natural setting in passing upon plans, specifications and the like. No alternations in the exterior materials or appearance including stain, paint or roofing colors of any building or structure nor any alternation in the landscaping plans may be made without written approval by Declarant.

One (1) copy of all plans, specifications and related data shall be furnished to Declarant for his records. To the extent that any residence is to be built in a flood plain designated area, the terms of Paragraph 44 of this Article II shall apply.

3. No plans for any Dwelling will be approved unless the proposed Dwelling has the minimum square footage required from time to time by the Township of Northville. In addition, the Dwelling must have a minimum of the following square footages: For one (1) or one and a half (1-1/2) story Dwellings - a minimum livable main floor area of 1,900 square feet for Dwellings of two (2) stories - a minimum livable floor area of 2,000 square feet; and for tri-level and/or quad-level Dwellings - a minimum livable floor area of 2,000 square feet on the upper two levels. The term "livable floor area" shall exclude garages, patios, decks, open porches, entrance porches, terraces, storage sheds and like areas even if attached to the main Dwelling. The term shall include enclosed porches if the roof of the porch forms an integral part of the roof line of the main Dwelling. All garages must be attached or architecturally related to the Dwelling. No garage shall provide space for less than two automobiles. Carports are specifically prohibited.

4. Old and/or pre-existing buildings may not be moved onto any lot in the Subdivision, and no used materials except reclaimed brick may be used in construction.

5. The exterior of all buildings must be brick, stone, aluminums, vinyl, wood or a combination thereof or such other materials as are deemed compatible with the building materials aforesaid in Declarant's discretion. Visible exteriors of cement, slag, cinder block, asbestos siding, concrete or imitation brick are prohibited.

6. No dwelling, building or other structure shall be placed, erected, altered or located on any lot nearer to the front, side or rear lot line than is permitted by ordinances of the Township of Northville in effect from time to time. Furthermore, Declarant may require the owner of any lot in the Subdivision, in order to preserve any of the woodland areas designated by the Township of Northville, and to comply with the requirements of the Township of Northville Woodlands Ordinance, as amended from time to time, to seek such variances as may be required to locate the Dwelling, building or other structure which is to be located on the lot from the Township of Northville in order to carry out the purposes and intents of the Woodlands Ordinance.

7. Upon the completion of a Dwelling on any of the lots in the Subdivision, the owner thereof (the word "owner" as used herein is intended to mean the party who purchases a purchaser) shall, subject to all applicable municipal ordinances, cause the lot owned by him to be finish graded and sodded and suitably landscaped as soon after completion as weather permits. All landscaping in the Subdivision shall be of an aesthetically pleasing nature and shall be well maintained at all times. Notwithstanding anything to the contrary herein, basic landscaping, including finish grading and the laying of sod, must be completed within ninety (90) days of closing, weather permitting. In the event the owner of the lot moves into the residence during the winter months, such landscaping shall be completed no later than the following (next) June 30.

8. No animals or fowl (except two domesticated household pets) shall be kept or maintained on any lot, and household pets shall be confined to the lot. Pets causing a nuisance or destruction shall be restrained.

9. Dog runs or other enclosed shelters for permitted animals must be an integral part of the approved Dwelling and must be approved by Declarant and the Township of Northville relative to the location and design of fencing. Each lot owner must keep any such shelter or dog run in a clean and sanitary condition. All dog runs or other enclosed shelters described above shall be made of wood or brick, shall not exceed one hundred fifty (150) square feet in area of four (4) feet in height, shall not project past the side walls of any Dwelling so as to extend into either side yard, and shall not extend greater than twelve (12) feet beyond the rear of the Dwelling. All dog runs or enclosed shelters must have landscape screening installed within thirty (30) days of the installation of the dog run or shelter, which screening shall be approved by Declarant prior to commencement of construction of the dog run and/or enclosed shelter, which screening shall be approved by Declarant prior to commencement of construction of the dog run and/or enclosed shelter.

10. No fence, deck, patio, paved area, wall or hedge of any kind shall be erected or maintained on any lot located nearer to any front lot line than is permitted for Dwellings under Paragraph 6 above. No fence, deck, patio, paved area, wall or hedge shall be maintained or erected which blocks or hinders vision at street intersections. No chain link fences shall be permitted. All pool fences shall not exceed the minimum standards as established by the Township of Northville.

11. No mobile home, trailer, house or camping trailer, tent, shack, tool storage shed, barn, tree house or other similar outbuilding or structure shall be placed on any lot at any time, either temporarily or permanently. Plans for swimming or bath houses must be specifically approved by Declarant and the Township of Northville.

12. Trailers, trucks, boats, aircraft, commercial vehicles, campers or other recreational vehicles or other vehicles except passenger cars and passenger vans, shall not be parked or maintained on any lot unless in a suitable private garage which is built in accordance with the restrictions set forth herein. Notwithstanding anything to the contrary contained herein, the provisions of this paragraph shall not apply to the Declarant or to any builder which Declarant may designate during the construction period or during such periods as any Dwelling may be used for model or display purposes.

13. It shall be the sole responsibility of each lot owner to take all steps necessary to prevent his/her lot and any Dwelling, improvements and/or structures located thereon from becoming unsightly or unkempt or from falling into a state of disrepair so as to decrease the beauty of the neighborhood or the Subdivision. No lawn ornaments, sculptures or statues shall be placed or permitted to remain on any lot without the prior written permission of Declarant.

14. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any animals or device or thing of any sort whose normal activities or existence is in any way noxious, noisy, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the reasonable enjoyment of other property in the neighborhood.

15. No above ground swimming pools shall be erected or maintained on any lot without the prior written permission of Declarant.

16. All driveways and approaches shall be paved with concrete and shall be completed prior to occupancy, except to the extent prohibited by strikes or weather conditions, in which case the paving shall be completed within thirty (30) days of the termination of the strike or adverse weather. Declarant may waive this requirement due to unavailability or excessive cost of materials.

17. No large trees measuring eight (8) inches or more in diameter at ground level may be removed without written approval of Declarant and compliance with all applicable municipal ordinances, including, but not limited to, the Woodlands Ordinance of the Township of Northville, prior to commencement of construction, each lot owner shall submit to Declarant for its written approval a plan for the preservation of trees in connection with the construction process. It shall be the responsibility of each lot owner to maintain and preserve all large trees on its lot, which responsibility includes walling and/or retaining trees, if necessary. The development and/or construction of a residence or other improvements on any lot shall be in compliance with the Woodlands Ordinance of the Township of Northville.

18. Declarant, after reasonable written notice to lot owner(s), reserves for itself and its agents the right to enter upon any residential lot for the purpose of moving, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth which in the opinion of Declarant detracts from the overall beauty, setting and safety of the Subdivision. Such entrance for the purpose of mowing, cutting, clearing, or pruning shall not be deemed a trespass. Declarant and its agents may likewise enter upon such land to remove any trash which has collected on such lot without such entrance and removal being deemed a trespass. The provisions of this paragraph shall not be construed as an obligation on the part of Declarant to mow, clear, cut or prune any lot nor to provide garbage or trash removal services. In the event Declarant deems it necessary to take the actions necessary as provided for herein, any costs and expenses incurred may be assessed by Declarant against the lot(s).

19. All charges against any lot or lots in the Subdivision in connection with the provisions of Paragraph 18 hereof shall be the personal liability of the owner(s) of the lot(s) and the Declarant or its successors or assigns, including the Association, as hereinafter defined, shall have the right to enforce collection for any and all expenses and costs incurred in connection with exercising the rights provided in Paragraph 18 hereof by a suit of law for a money judgment or by foreclosure of a lien that secures payment of the assessment which

Declarant may record against the subject lot or lots. Each owner of a lot or lots in the Subdivision shall be deemed to have granted to the Declarant or its successors and assigns to unqualified right to assess and lien the subject lot for costs incurred in connection with Paragraph 18 hereof and further to permit Declarant or its successors and assigns the right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan Law pertaining to foreclosure of mortgages by judicial action or by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purpose of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each lot owner, and every other person who from time to time has an interest in any of the lots in the Subdivision, shall be deemed to have authorized and empowered, or its successors and assigns, including the Association, to sell or cause to be sold the lot with respect to which the outstanding obligation is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each owner of a lot in the Subdivision acknowledges that at the time of acquiring title to such lot, he was notified of the provisions of this section and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Declarant, its successors and assigns, including the Association, to foreclosure by advertisement the lien for non-payment of any assessments and the waiver of a hearing on the same prior to the sale of the subject lot. Notwithstanding the foregoing, neither judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent owner(s) of the subject lot(s) at his or their last known address of a written notice that expenses have been incurred by Declarant or its successors and assigns, including the Association, and are delinquent and that Declarant, its successors and assigns, including the Association, may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Declarant, its successors and assigns, including the Association, that sets forth (i) the affiant's capacity to make the affidavit, (ii) the authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees), (iv) the legal description of the lot(s), and (v) the name(s) of the owner of record. Such affidavit shall be recorded in the office of the Register of Deeds in the County in which the Subdivision is located prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Declarant, its successors and assigns, including the Association, may take such remedial action as may be available to it hereunder under Michigan Law.

20. No laundry shall be hung for drying in such a way as to be visible from any street in the Subdivision.

21. The grade of any lot or lots in the Subdivision may not be changed without the written consent of Declarant. This restriction is intended to prevent interference with the drainage plans for the Subdivision. Furthermore, Declarant shall have the exclusive right to enter upon any lot in the Subdivision after occupancy of a Dwelling has been delivered to an owner for the sole purpose of modifying grades due to construction on immediately abutting lots in order to preserve the master drainage plans of the Subdivision. Declarant shall restore lot owner's property to its original or similar condition which existed prior to any work which Declarant may be required to do in order to preserve the integrity of the drainage system of the Subdivision, provided, however, Declarant shall not be responsible to replace any improvements which caused or altered the original master drainage plans for the Subdivision.

22. No "through the wall" air-conditioners may be installed in any Dwelling or structure in the Subdivision except that such "through the wall" air conditioners may be permitted in the rear of the residence or during the "sales period" of the Subdivision and then only for models.

23. No outside compressors for central air-conditioning units or other similar machinery may be located other than in the rear yard and within five (5) feet of a rear wall of the Dwelling located thereon and shall not project past the side walls of the Dwelling so as to extend into a side yard.

24. Basketball apparatuses consisting of a single backboard, hoop and net may project into a front yard or side yard setback area when mounted directly on a garage. As an alternative to a garage-mounted apparatus, a single pole mounted backboard, hoop and net may be erected, provided it is located only in the one-half of the front yard or side yard lawful setback area nearest the dwelling and is contiguous to the driveway.

25. All Dwellings must be connected to the City water and sanitary sewer system, or subdivision central water system.

26. The use of any B-B guns, firearms, air rifles, pellet guns, bow and arrow, sling-shot or any other weapon of any kind, is prohibited in the Subdivision.

27. Subject to all applicable municipal ordinances, including the Woodlands Ordinance of the Township of Northville, Declarant reserves perpetual and alienable easements, and the right to go on, over and under the lots in the Subdivision, as shown on the final plat, for purposes of installing and maintaining all public utilities and conveniences, including, but not limited to: Sanitary sewers, storm sewers, water and drainage lines, electric and telephone wires, cables and conduits, water mains, gas lines and cable T.V. lines. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, to make any gradings of the soil or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee

of Declarant, but this reservation shall not be considered any obligation of Declarant to provide or maintain any such utility or service.

28. Subject to all applicable municipal ordinances, including the Woodlands Ordinance of the Township of Northville, each lot owner in the Subdivision shall install, own, maintain, repair and replace, at his sole expense, electrical service conductors and telephone facilities from the public easements to the Dwelling located on the lot. Each lot owner shall be solely responsible for any injury to persons or property occurring during the installation or maintenance of said services.

29. No shrubs or foliage shall be permitted on any lot within five (5) feet of any transformer enclosures or secondary connection pedestals.

30. Declarant has designated certain lands in the Subdivision to be used for surface water accumulation in connection with the proposed drainage easements (as shown on the plat for the Subdivision), and Declarant hereby covenants for itself, its successors and assigns that such lands shall continue to be used in such manner so as to facilitate the property drainage of the Subdivision. In the event that the Township of Northville or the Wayne County Road or Drain Commission finds it necessary, in its discretion, to go upon such lands in order to maintain the proper drainage of the Subdivision, the Township of Northville or the Wayne County Road or Drain Commission or their respective successors or assigns shall have the right to go upon such lands.

31. No Dwellings, improvements or structures may be constructed or maintained over or on any easements excepting therefrom driveways and sidewalks approved by Declarant as to location and size, provided, however, that after the aforementioned utilities have been installed, such areas may be sodded. All other planting or lot-line improvements of any type over or on said easements shall be allowed only upon prior written approval of Declarant and only so long as they do not interfere with, obstruct, hinder or impair the drainage plan of the Subdivision, and so long as access is granted, without charge or liability for damages, for the maintenance of the utilities and underground drainage lines so installed, surface drainage and/or for the installation of additional facilities. Declarant or the aforementioned utilities shall only be responsible for restoring the lot owner's property to the extent of sod in the easement area and shall have no further responsibility for any landscaping, decks, patios or other improvements or structures.

32. Easements shall be and are hereby reserved to Declarant for all permanent structures as provided on the Plat.

33. Notwithstanding anything to the contrary contained herein, Declarant and/or any builder or builders which Declarant may designate, may construct and maintain one or more model homes on any lot or lots in the Subdivision and may use such model home(s) for the purpose of promoting the sale of homes and lots in the Subdivision.

34. No commercial signs, except "for sale" signs of a normal and usual size, shape and material, shall be erected or maintained on any lot except with the written permission of Declarant or except as may be required by legal proceedings. If such permission is granted, Declarant reserves the right to restrict size, color and content of such signs. All property identification signs, mailboxes, delivery receptacles, yard lights and the like shall be of a standard color, size and style determined by Declarant and shall be erected only in areas designated by Declarant.

35. Notwithstanding anything to the contrary contained herein, Declarant and such other builders as may be approved by Declarant, in conjunction with one another, may construct and maintain a sales office, together with a sign or signs on lot(s) of their choosing until such time as all of the lots in the Subdivision have been sold by them.

36. No outside television antenna or other antenna, aerial, saucer or similar device shall be placed, constructed, altered or maintained on any lot unless Declarant determines, in its sole discretion, that the absence of an outside antenna creates substantial hardship with respect to a particular lot.

37. The stockpiling and storage of building and landscaping materials and/or equipment shall not be permitted on any lot except if such materials and/or equipment may be used within a reasonable length of time, but in no event shall the storage of landscape material extend for a period of more than thirty (30) days. This paragraph shall not apply to Declarant and/or any builder which Declarant may designate during the construction period of new Dwelling in the Subdivision.

38. Any debris resulting from the destruction in whole or in part of any Dwelling, improvement or structure on any lot in the Subdivision shall be removed with all reasonable dispatch from such lot in order to preserve the sightly condition of the Subdivision.

39. No substantially similar front elevation in style and color of any Dwelling shall be duplicated on any lot less than permitted by Township of Northville Ordinance as in effect time to time.

40. The design, construction, type of material and color used for Subdivision entrances, gates, walls, fences and any ornamental structure which Declarant may install or erect in the Subdivision, and the design and material used in any landscaping installed in, on or around any of the aforementioned structures and improvements or elsewhere in the Subdivision (including parks, park circles, or outlets) (collectively referred to as "Subdivision Improvements") shall not be altered without the prior written consent of Declarant, nor shall any additions be made thereto without Declarant's prior written consent. No assignment or transfer of Declarant's rights or powers pursuant to Article III or IV hereof shall give any other entity the right to approve any additions or alterations to the above-mentioned Subdivision Improvements unless expressly provided for in writing by Declarant. All costs incurred in connection with the maintenance, repair and replacement of the above-

mentioned Subdivision Improvements, including any public sprinkling systems installed thereon, shall be the sole responsibility of all lot owners in the Subdivision, and said Subdivision Improvements shall be maintained in such a manner as to assure and promote the attractiveness and pleasurable enjoyment of the Subdivision. Such cost shall be assessed and collected according to the provisions of Article IV hereinafter set forth.

41. Each owner of an individual lot in the Subdivision shall have the right and non-exclusive easement to use those portions, if any, of the Subdivision (including any improvements thereon) for the common use and enjoyment of the owners, which are designated as open space, active recreation, park, retention ponds, state regulated wetlands and other common areas on the recorded plat for the Subdivision (the "Common Areas") for the purposes provided herein. Such right and easement shall be appurtenant to, and shall pass with title to, every lot in the Subdivision.

The Common Areas shall be retained as open park and recreation areas to be used solely for sports, recreation, social, civic and cultural activities, and no Dwelling shall be erected thereon. In addition, the Common Areas shall be used subject to the following provisions:

(a) There shall be no activity within any wetlands, which wetlands are state regulated, or woodlands except such as is permitted by applicable statutes, ordinances, rules and regulations of those governmental units having jurisdiction.

(b) The Common Areas shall be used and maintained in accordance with the provisions of all maintenance and/or easement agreements which are now or hereafter entered into by and between Declarant and/or the Association and the Township of Northville with respect to the Subdivision or any portion thereof, any amendments to such agreements.

(c) The Association shall have the right to establish such rules and regulations as the Board of Directors may deem necessary or desirable for the safe, orderly and convenient operation and use of the Common Areas and any improvements, equipment or facilities located thereon and for the preservation of any wetlands and woodlands located on any portion of the Subdivision.

42. Declarant, the Association and the Township of Northville, their agents and representatives, shall have a perpetual easement for reasonable access to the Common Areas at all reasonable times for purposes of maintenance, repair, operation and improvement thereof.

Prior to the conveyance of the Common Areas by Declarant to the Association, Declarant, subject to all applicable municipal ordinances, including the Woodlands Ordinance of the Township of Northville, shall have the exclusive right to use the public or private easements within the Common Areas for the construction, installation, repair, maintenance and replacement or rights-of-way, walkways, bicycle paths, water mains, sewers, drains,

retention basins, water wells, electric lines, telephone lines, gas mains, cable television and other utilities, including all equipment, facilities and appurtenances relating thereof. Declarant shall not be obligated to make any improvements to the Common Areas, to provide recreational facilities or to construct or install any buildings, structures or other improvements in the its final approval of any site plan or plat for the Subdivision.

Upon conveyance by Declarant to the Association of title to the Common Areas, the Association shall have the right to dedicate or transfer all or any part of the Common Areas to the public use and the right to reserve, dedicate or grant public or private easements, subject to bringing an action in the Wayne County Circuit Court pursuant to Sections 221 through 229 of the Subdivision Control Act, as amended, for such purposes and subject to such conditions as may be agreed upon by the owners; provided however, that any dedication, transfer or determination as to the conditions thereof shall be effective only upon execution of any instrument signed by sixty-six and two-thirds percent (66-2/3%) of the owners qualified to vote and provided further that any dedication, transfer or determination as to the conditions thereof shall be effective only upon the prior consent of the Township of Northville.

43. In the event the Association fails at any time to maintain the Common Areas in reasonable order and condition, the Township of Northville may serve written notice upon the Association setting forth the manner in which the Association has failed to maintain the Common Areas, and such notice shall include a demand that deficiencies or maintenance be cured within thirty (30) days thereof and shall further state the date and place of a hearing thereof before the Township Board or such other board, body or official to whom the Township Board shall delegate such responsibility, which shall be held within fourteen (14) days of such notice.

If deficiencies set forth in the original notice, or any modification thereof, shall not be cured within such thirty (30) day period, or any extension thereof, the Township of Northville, in order to prevent the Common Areas from becoming a nuisance, may maintain the same, and the costs of maintenance shall be assessed against the owners of the lots in the Subdivision and their respective successors and assigns, which assessment shall be payable in the manner required by the Township of Northville. In addition to other methods of collection, the Township of Northville shall have the right to place such assessment on the Township tax rolls of the assessed property.

ARTICLE III

ARCHITECTURAL CONTROL COMMITTEE

1. At such time as all of the lots in the Subdivision are sold by Declarant and Dwellings are erected thereon, or at such earlier time as Declarant may, in its sole discretion, elect, Declarant may assign, transfer and delegate to an Architectural Control Committee all of its rights to approve or refuse to approve plans, specifications, drawings, elevations or other matters with respect to the construction or location of any lot in the Subdivision. Thereafter, the Architectural Control Committee shall exercise all of the authority and discretion granted to Declarant in Article II above relative to approving or disapproving such matters, and Declarant shall have no further responsibilities with respect to such matters. The Architectural Control Committee shall be comprised up to five (5) members to be appointed by Declarant. Declarant may also transfer its right to delegate members of the Architectural Control Committee to the homeowners association for the Subdivision. Until such event, Declarant reserves the right to appoint and remove members of the Architectural Control Committee, in its sole discretion.

2. Any submission to Declarant or the Architectural Control Committee for any approval provided for under this Declaration shall be in writing and shall conform to Paragraph I of Article II above. The parties acknowledge that the primary purpose for providing for architectural control is to ensure the proper and harmonious development of the Subdivision in order to maximize the aesthetic beauty of the Subdivision and its blending with the surrounding area. To this end, Declarant or the Architectural Control Committee, as the case may be, shall be deemed to have broad discretion in terms of determining what Dwellings, fences, walls, decks, patios, paved areas, hedges or other structures will enhance the aesthetic beauty and desirability of the Subdivision or otherwise further or be consistent with the purpose of any restrictions. In no event shall Declarant or the Architectural Control Committee have any liability whatsoever to anyone for their approval or disapproval of plans, drawings, specifications, elevations of the Dwellings, fences, walls, decks, patios, paved areas, hedges or other structures subject 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 the Architectural Control Committee shall have liability to anyone for approval of plans, specifications, structures or the like which are not in conformity with the provisions of this Declaration or for disapproving plans, specifications, structures or the like which arguably are in conformity with the provisions hereof.

3. This Article III shall not apply to Lot 52 (Assisted Living Center). Architectural approval having been granted by the Declarant and Northville Township.

ARTICLE IV

HOMEOWNERS ASSOCIATIONS RIGHTS AND RESPONSIBILITIES

1. There shall be a homeowners association for the Subdivision ("Association") which shall be comprised of property owners (including land contract purchasers) of one or more lots in the Subdivision. The Association shall be organized as a non-profit corporation for a perpetual term under the laws of the State of Michigan. The Association shall be established when all of the lots in the Subdivision have occupied Dwellings on them or at such other time as Declarant may elect. Membership in the Association shall be mandatory for each lot owner and any successive owner of a lot in the Subdivision. All voting in Association affairs shall be on a one vote per lot basis, excluding Lot 52 (Assisted Living Center. In order to pay the cost of carrying out its responsibilities hereunder, the Association may levy fees, dues or assessments on each lot in the Subdivision, whether or not the lot owner is an active member of the Association, except lots owned by Declarant or by a builder prior to occupancy. Lot 52 (Assisted Living Center) shall have votes 52, 53, 54 and 55. This lot shall also pay dues equal to 4/55ths of the total dues assessed. In no event shall Declarant or such builder be obligated to pay any fees, dues or assessments to the Association. All such fees, dues or assessments shall be charged equally to each lot, and may be enforced through the lien provided for in Paragraph 2 of this Article or by any other lawful means of collecting debts.

2. Any fees, dues or assessments established by the Association, and any amounts or expenses incurred in enforcing these restrictions which are reimbursable under Article V below, shall constitute a lien on the lot of each lot owner responsible for such fees or expenses. Declarant or the Association, as the case may be, shall be entitled to collect all reasonable expenses of collection, including actual attorney fees and costs and may enforce the lien by recording appropriate instruments confirming the existence of the lien and foreclosing the lien by appropriate legal action. In such legal action, a court of competent jurisdiction shall be empowered to order a sale of the lot subject to the lien in order to satisfy the lien. The lien shall be subordinate and junior to the lien of any first mortgage securing a loan for the acquisition or improvement of any lot in the Subdivision. Notwithstanding anything to the contrary contained herein, the sale or transfer of any Subdivision lot shall not affect the lien arising out of the failure to pay any fees, dues or assessments when due. All fees, dues or assessments which shall remain due and unpaid on February 1 of the year in which said charges become due and unpaid shall thereafter be subject to late fees and/or interest at the highest legal rate allowable as of said assessment date.

3. Any sale or purchase of a lot in the Subdivision shall be subject to such bylaws for the Association as Declarant may hereafter establish, and each lot owner agrees to abide by and observe such bylaws. Until the Association is created, Declarant shall have the right to modify, amend or supplement the bylaws, and so long as they are reasonable, any such modifications, amendments or supplements shall have retroactive effect to January

1, _____. When the Association is created, it may amend or modify the bylaws upon the affirmative vote of seventy-five (75%) percent of the lot owners, but such amendment or modification shall not have retroactive effect.

4. The Association shall use the fees, dues or assessments collected for such purposes as the Association shall determine as necessary and advisable, including, but not limited to: Improving and maintaining the Common Areas and other property of the Association, including the park area designated on the plat; maintaining and improving entryways of the Subdivision; planting and maintaining trees and shrubbery; collecting and disposing of garbage, ashes and rubbish; snow removal; caring for vacant property; removing grass or weeds; establishing and operating any community programs and facilities which in the opinion of the Association benefit the general welfare of the members; expenses incident to the examination of building plans and specifications and the enforcement of these restrictions or any other building restrictions applicable to the Subdivision or for any other purposes for which the Association is incorporated.

ARTICLE V

ENFORCEMENT

1. The provisions hereof shall run with and bind the land within the Subdivision and the land described in Exhibit "A" attached hereto and made a part hereof 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 unless seventy-five (75%) percent of the lot owners in the Subdivision vote to limit or remove the restrictions set forth herein. Notwithstanding anything herein to the contrary, the provisions of Paragraphs 27, 30 and 44 of Article II above shall run with and bind the land within the Subdivision in perpetuity and may not be modified, amended or removed. Declarant or the Association shall have the right at any time or times during said periods to proceed at law or in equity against any person violating or attempting to violate any provision contained herein, to prevent or abate such violations, to compel compliance with the terms hereof, to enter upon any land within the Subdivision and correct any condition in and remove any building, structure or improvement erected, installed or maintained in violation of the terms hereof at the lot owner's expense, and to recover any damages or other dues for any violation. any such entry shall not constitute a trespass. Declarant may recover against a lot owner violating the provisions of this Declaration all reasonable costs incurred by him in enforcing such provisions in any of the foregoing ways, including the cost of removing offending structures and actual attorneys fees and other litigation costs.

2. Failure to enforce any provision contained herein in any particular instance shall not be deemed a waiver of the right to do so as to any continuing, subsequent or other violation.

ARTICLE VI

AMENDMENT

Declarant reserves the right by written instrument, signed, acknowledged and recorded with the Wayne County Register of Deeds, to modify, amend, restate, waive or repeal any or all of the provisions herein contained with respect to all or any particular lot within the Subdivision, except Article II, Paragraph 44, which may not be amended. Any such modification, amendment, restatement, waiver or repeal may be retroactive to the date first above written.

ARTICLE VII

SEVERABILITY

The voiding or invalidation of any one or more of the covenants, conditions or restrictions contained herein, by judgment or court order, shall in no way affect any of the remaining provisions, and all of said restrictions shall remain totally and severally enforceable. All construction shall be in accordance with the Ordinances of the Township of Northville and these covenants, conditions and restrictions, and wherever a conflict shall exist, the more restrictive of the two shall apply.

IN WITNESS WHEREOF, Declarant has duly executed this Declaration of Covenants, Conditions and Restrictions on the date first above set forth.

IN THE PRESENCE OF:

BROOKSIDE VILLAGE ASSOCIATES,
a Michigan co-partnership

By: Brookside Builders, L.L.C.,
a Michigan limited liability company

Mitchell L. Hogan
Mitchell L. Hogan
Cheryl J. Braun
CHERYL J. BRAUN

By: Lawrence D. Cohen
Lawrence D. Cohen
Its: Managing Partner

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this 18 day of October, 1995, before me, a Notary Public in and for the County and State written above, personally appeared LAWRENCE D. COHEN, Managing Partner of Brookside Builders, L.L.C., a Michigan limited liability company, and as Managing Partner of Brookside Village Associates, a Michigan co-partnership.

Laurie A. Rakestraw

Notary Public, Oakland County, MI
My commission expires 3-22-97
LAURIE A. RAKESTRAW
Notary Public, Oakland County, MI
My Commission Expires Mar. 22, 1997

SIX MILE/HAGGERTY, L.L.C., a Michigan limited liability company

By: *Michael J. Damone*
Michael J. Damone, Member

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this 19 day of October, 1995, before me, a Notary Public in and for the County and State written above, personally appeared MICHAEL J. DAMONE, a Member of Six Mile/Haggerty, L.L.C., a Michigan limited liability company.

Laurie A. Rakestraw

Notary Public, Oakland County, MI
My commission expires: 3-22-97

LAURIE A. RAKESTRAW
Notary Public, Oakland County, MI
My Commission Expires Mar. 22, 1997

Marvin Gans

Erika Gans

Erika Gans

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this 19 day of October, 1995, before me, a Notary Public in and for the County and State written above, personally appeared MARVIN GANS and ERIKA GANS.

Laurie A. Rakestraw

Notary Public, Oakland County, MI
My commission expires: 3-22-97
LAURIE A. RAKESTRAW
Notary Public, Oakland County, MI
My Commission Expires Mar. 22, 1997
NBD BANK

By: *V F Semelsberger*
V. F. Semelsberger
Its: Vice President

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this 18 day of October, 1995, before me personally appeared V. F. SEMELSBERGER, to me known, who, being duly sworn, did state that he is the Vice President of NBD Bank, that the seal affixed to the foregoing instrument was signed and sealed on behalf of said Bank by authority of its Board of Directors, and duly acknowledged to me that said instrument is the free act and deed of said Bank.

Laurie A. Rakestraw

Notary Public, Oakland County, MI
My Commission Expires: 3-22-97

LAURIE A. RAKESTRAW
Notary Public, Oakland County, MI
My Commission Expires Mar. 22, 1997

EXHIBIT "A"

Land in the Township of Northville, Wayne County, Michigan, more particularly described as:

Part of the North 1/2 of Section 13, T.1S., R.8E., Northville Township, Wayne County, Michigan being more particularly described as commencing at the North 1/4 corner of said Section 13, T.1S., R.8E., thence South 84°57'00" E. 136.31 feet and South 05°03'00" West 60.00 feet to the point of beginning; thence South 05°03'00" West 112.95 feet to the beginning of a curve to the left having a radius of 240.00 feet, a central angle of 37°42'15", long chord bears South 13°48'17" East 155.12 feet and an arc length of 157.96 feet; thence South 12°39'34" East 57.46 feet; thence South 29°42'32" East 308.50 feet; thence South 00°17'09" West 338.07 feet; thence South 85°24'45" East 151.35 feet; thence South 00°17'08" West 391.07 feet; thence North 85°24'45" West 1506.39 feet; thence North 00°03'47" West 994.64 feet; thence South 87°36'40" East 656.32 feet; thence South 84°57'00" East 334.92 feet to the point of beginning and containing 1,319,906 square feet or 30.301 acres of land. Subject to easements and restrictions of record.

Drafted By and When Recorded
Return to:

RICHARD A. SHAPACK, Esq.
SHAPACK, McCULLOUGH & KANTER, P.C.
4190 Telegraph Road, Suite 3000
Bloomfield Hills, MI 48302
(810) 644-2800