Building Restrictions as contained in
Liber 15742 Page 541, Register No. F-16624.
Recorded August 24, 1965.

EDENDERRY HILLS SUBDIVISION NO. 4

No excavations (except for public utility purposes), no changes of finished grade, and no structures or apparatus of any kind, except line fences, shall be allowed within the private public utility easements of the proposed subdivision. Except as provided herein, the owners shall have the right to make any use of the land, subject to such private easements, which is not inconsistent with the right of the utilities; provided, however, that the owners shall not plant trees or large shrubs within the private public utility easements. The public utilities shall have the right to trim or remove trees, bushes, or other plants of any kind within said private easements and also shall have the right to trim the roots and foliage which grow into the easements belonging to trees, bushes or other plants of any kind lying outside of said easements and, which, in the sole opinion of the utilities, interferes with the facilities thereto or is necessary for the installation, reinstallation, modification, repair, maintenance or removal of their underground facilities in any private public utility easement of the subdivision. A public utility shall incur no liability for its trimming or removal of such trees, shrubs, or plants of any kind or their roots for the purpose set forth above.

No shrubs or foliage shall be permitted on owner's property within five (5') feet of the front doors of the transformers or switching cabinets; nor shall such shrubs or foliage be permitted within five (5') feet of service connection pedestals.

The original or subsequent owners of proposed Lots 46 through 66 in this proposed subdivision shall install underground, own, maintain and replace, at their own expense, the single phase electric service conductors lying between the transformers or service connection pedestals located in said easements and the residences erected on said proposed lots.

The installation of all underground service conductors, type USE, shall be in compliance with the National Electrical Code for direct burial and consist of three service conductors at least 1/0 copper or 2/0 aluminum.

The grade established by the undersigned at the time the utilities place their underground facilities in the easements shall be considered final or finished grade.

No property owner shall make any change in such grade in or near easements or alter any ground conditions, including drainage, when the change in grade or alteration of ground conditions, in the opinion of the utility concerned, interferes with the facilities already installed.

Property owners shall pay to the utility concerned the cost of relocation or rearrangement of utility equipment, where in the opinion of the utility, such relocation or rearrangement is made necessary because of a violation by the property owner of any of the foregoing restrictions pertaining to utility underground installations.

Upon the future acceptance and recording of the plat for the above described land, the easements herein granted and all the terms and conditions hereof shall merge with and be part of the private easements for public utilities indicated on the plat for said subdivision, only on the condition that there is no dedication to the

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use of the public for said easement; and provided that there shall
be a basis of equality as between and among utilities, and the
utility making use of such easements shall pay all the costs
incurred by all prior utility users in relocating or rearranging
their facilities to make the easements available for subsequent use.

The foregoing restrictions 1 through 8 shall be covenants
running with the land and shall not be subject to termination without
the consent of the utilities herein concerned.

Enforcement shall be by proceeding in a civil action
against any person or persons violating or attempting to violate
any covenants, either to restrain violation or to recover damages.

Invalidation of any one of these covenants by judgment
or court order shall in no wise affect any of the other provisions,
which shall remain in full force and effect.

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CERTIFIED A TRUE COPY
BY

Lawyers Title Insurance Corporation

THIS DECLARATION made the 13 day of May, A. D. 1965, by EMDENBERRY HILLS, INC., a Michigan corporation, hereinafter called "the Company,

WHEREAS, Company declares that it is the owner in fee simple of lands situated in the Township of Northville, Wayne County, Michigan, more particularly described in the caption to the subdivision of which Company is the proprietor, as follows:

EMDENBERRY HILLS SUB. NO. 4 of part of the Northeast 1/4 of Section 9, and part of the Northwest 1/4 of Section 10, Town 1 South, Range 8 East, Northville Township, Wayne County, Michigan, recorded in the Office of the Register of Deeds for Wayne County, Michigan, in Liber 88 of Plats Page 66; and

WHEREAS, the Company does hereby further declare that the following building and use restrictions constitute a general plan for the improvement of the aforesaid subdivision as a desirable and attractive development, which restrictions shall run with the land and shall be binding on the Company and all purchasers of a lot or lots in said subdivision, their heirs, successors and assigns, until January 1, 1989, at which time such restrictions shall be automatically extended for successive periods of ten (10) years each unless changed by an appropriate instrument signed, witnessed and acknowledged by the then owners of a majority of the lots in said subdivision, which said instrument shall be recorded in the Office of the Register of Deeds for Wayne County, Michigan.

NOW, THEREFORE, Company in consideration thereof and of the terms and provisions of this Declaration, hereby imposes upon the lots in the aforesaid subdivision the building and use restrictions hereinafter set forth:

1. DEVELOPER
For the purpose of this Declaration, the Company, or its successors and assigns, is hereby designated Architectural Control Committee, hereinafter called "the Committee". At any time the Company may appoint a neighborhood committee (so-called) consisting of three members, each of which shall be the owner of a lot, or lots, in the subdivision and who shall act in Company's place and stead with the same authority as is now given to the Committee. A majority of the neighborhood committee shall have the power to act in all matters in relation to the restrictions of this subdivision.

2. RESIDENTIAL LOTS
No building, other than a single residence for occupancy by one family and a two or more passenger car garage in connection with said residence, shall be erected or altered on any lot in the subdivision. No detached garage shall be built prior to the erection of the residence situated on said lot, and any attached garage shall be designated and constructed in such manner that the garage doors will be entered from the rear and not face the street on which the lot faces or abuts unless circumstances warrant Committee approval. The Committee may in its discretion waive this requirement. No carports may be constructed or maintained without the written permission of the Committee. PROVIDED, HOWEVER, that if the owner of any lot, or lots, in the subdivision shall feel aggrieved at the action of the Committee in its refusal to approve any plan for a proposed residence or necessary facilities, such action shall be submitted to an arbitration board consisting of three impartial architects, one of whom shall be appointed by the Committee, one by the aggrieved lot owner, and the two arbitrators so appointed, in turn, will appoint a third arbitrator. The decision of a majority of the arbitrators will be final and binding on the Company and the lot owner. The cost of such arbitration shall be borne by the Company or the lot owner whose decision or claim is disallowed.

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3. COMMITTEE APPROVAL
No building, fence, wall, swimming pool, greenhouse, outdoor lighting or mail box or other structure shall be commenced, erected or maintained on any lot, nor shall any addition to or change or alteration thereof be made, except interior alterations, until the plans and specifications showing the nature, kind, shape, height, materials color scheme, location on lot and the grading plan on the lot, including grade elevation of buildings, shall have been submitted to and approved in writing by the Committee, or its authorized agent, and a copy thereof, as approved, lodged permanently with the Committee.
The Committee shall have the right to refuse to approve any plans or specifications or grading plans which, in its opinion, are not suitable or desirable for aesthetic or other reasons.

4. FRONT BUILDING LINE
No dwelling shall be located less than forty-five (45) feet from the front lot line. On any lot having a curved front lot line, the dwelling shall be located not less than fifty (50) feet from the middle point of the front lot line. No dwelling shall be located less than twenty-five (25) feet from any side lot line. All projections shall be construed as part of the dwelling and must be constructed within the building lines.

5. MINIMUM FLOOR SPACE
No dwelling shall be placed or erected on any lot which has a livable first floor space of less than fifteen hundred (1500) square feet, and a total livable floor space of less than twenty-one hundred (2100) square feet. This includes a Colonial, story-and-a-half, tri-level, or single story home.

6. EXTERIOR FINISH
All residences shall have finished exteriors of brick, stone, wood or aluminum siding, or a combination thereof. Visible exteriors of cement, slag or cinder block, asbestos siding, stucco, concrete or imitation brick or stone are prohibited.

7. LOT SIZE
In the event one or more lots are developed as a unit, all restrictions herein contained shall apply as to a single lot. In any event, no dwelling shall be erected, altered, placed or permitted to remain on any site smaller than one (1) lot as shown on the recorded Plat.

8. TREES AND SOIL
No trees which exceed six (6) inches in diameter shall be removed or cut nor shall surface soil be dug or removed from any lot for purposes other than building and landscaping on said lot without the prior consent of the Committee or their duly authorized representatives.

9. EASEMENTS
Easements for installation and maintenance of utilities are reserved in and over certain portions of each of the said lots as set forth in the aforesaid plat. After such utilities have been installed, planting, fencing or other lot line improvements shall be allowed so long as access without damages or liability for damages be granted for the maintenance of utilities so installed or for the installation of additional utilities.

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

11. TEMPORARY STRUCTURES
Trailers, tents, shacks, barns or any temporary building of any design whatsoever are expressly prohibited within this subdivision; PROVIDED, HOWEVER, that this shall not prevent the erection of a temporary storage building for materials and supplies to be used in the construction of a

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dwelling and which shall be removed from the premises on completion of the building.

12. SIGNS
No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. Such signs as are allowed must be maintained in good condition at all times and must be removed on the termination of their use.

13. LIVESTOCK AND POULTRY
No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

14. REFUSE
All residences shall be equipped with electric garbage disposal units or approved type of incinerator. Dumping of rubbish, trash, garbage or other waste is strictly prohibited. All trash and waste not otherwise disposed of shall be kept in sanitary containers; all incinerators and similar equipment shall be kept in a clean and sanitary condition.

15. RAPID COMPLETION
The erection of any new building or repair of any building damaged by fire or otherwise shall be completed as rapidly as possible, and should the owner leave such building in an incomplete condition for a period of more than six (6) months, then the Company is authorized and empowered either to tear down and clear from the premises the uncompleted portion of such structure or to complete the same at its discretion, and in either event the expense incurred shall be charged against the owner's interest therein and shall be a lien upon said lands and premises.

16. OLD BUILDINGS AND MATERIALS
No old buildings or material may be moved onto any lot, or lots, in the subdivision without the express approval of the Committee.

17. ABATEMENT OF VIOLATIONS AND ENFORCEMENT
The Company is authorized to enter upon the land to summarily abate and remove any violation of the restrictions imposed herein at the expense of the owner of the premises involved, and the Company shall not be liable for its action in so abating such nuisance. The Company may by appropriate legal proceedings enforce these restrictions against any person, or persons, violating the same and may in such or other proceedings recover its damages suffered by any such violation.

18. SALES AGENCY
Notwithstanding anything to the contrary herein contained, the Company may construct and maintain a sales agency office, together with a sign, or signs, of not more than two hundred (200) square feet of front surface on lot, or lots, of its choosing in the subdivision until such time as all of the lots in the subdivision have been sold by it.

19. ASSIGNMENT
All of the rights, powers and obligations reserved hereunder by the Company and Committee may be assigned by it to any corporation or association composed of the owners of one-half or more of the lots in this subdivision. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee shall join for the purpose of evidencing its consent to the acceptance of such rights and powers, and such assignee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the Company.

20. GENERAL CONDITIONS
(a) No trailers or commercial vehicles, other than those present on

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business, may be parked in the subdivision;

(b) No laundry shall be hung up for drying in such a way as to be readily visible from the street on which the lot fronts;

(c) No commercial vehicles of any kind shall be stored upon any lot nor shall any garage be used for their continuous storage;

(d) No C.F.L. light shall be used on any lot in the subdivision.

(e) All garage doors shall have automatic openers and closers installed.

21. **SEVERABILITY**

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

IT IS UNDERSTOOD that the purpose of these restrictions is to cause the subdivision to develop into a beautiful, harmonious private residential section and that the Committee shall not withhold its approval for purely arbitrary reasons.

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