

MAPLE HILL SUBDIVISION NO. 2

Lots 79 through 173, both inclusive

BUILDING AND USE RESTRICTIONS

RESTRICTIONS RE: Maple Hill Subdivision No. 2 ("Subdivision"), Lots 79 through 173, both inclusive, part of the Southwest 1/4 of Section 12 and part of the Southeast 1/4 of Section 11, T1S, R8E, Township of Northville, Wayne County, Michigan, a plat recorded in Liber 101, Pages 66 through 73 of Plats, Wayne County Records.

DATED: May 27, 1987.

1. These restrictions are covenants which shall run with the land and shall be binding on all parties hereto and all parties claiming under or through them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless it is on that date or at the end of any such period agreed, by a vote of the then owners of a majority of the lots included in the above-described land, to change such restrictions in whole or in part or to cancel them. This paragraph shall not apply to the restrictions contained within Paragraphs 18A, 18B, 18C, 18D, 18E, 20, 22, and 23, and subparagraphs thereunder, which are to be observed in perpetuity and amended only upon the written consent of the Township of Northville, its successors or assigns.

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2. No lot shall be used except for residential purposes. No building shall be erected, re-erected, moved, altered, placed, maintained, or permitted to remain on any lot other than one (1) detached single-family dwelling not to exceed two (2) stories in height (which height shall in no event exceed 35 feet from grade to highest ridge line) plus an attached private garage for not more than three (3) cars.

3. There shall not be permitted on any lot any dwelling having an area of less than 1,600 square feet, exclusive of open porches, decks, and garages, for a one-story structure, and 2,300 square feet, exclusive of open porches, decks, and garages, for a multiple story structure.

4. Except as otherwise may be permitted by the appropriate officials of the Township of Northville, no building shall be located on any lot nearer than 25 feet to the front line or nearer than 7 feet to any side street lot line except where lots at corners back into lots facing a side street; in such event the side street side yard shall be not less than 25 feet and all dwellings shall be erected so as to provide no less than 15 feet between dwellings. Garage location on corner lots shall conform to dwelling setback.

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and no buildings are to be constructed within the easements.

6. No structure of a temporary character, trailer, tent, shack, barn, or other outbuildings shall be placed on any lot at any time either temporarily or permanently. No fence of any kind shall be permitted to be erected or maintained on any lot in this subdivision except as provided in Paragraph 12.

7. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may

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become an annoyance or nuisance to the neighborhood.

8. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot if approved by the Architectural Control Committee (as defined in Paragraph 17) and/or one sign of not more than six (6) square feet for advertising the property for sale or rent; except that signs of any size may be used by a builder to advertise the property during the construction period, if approved by the Architectural Control Committee.

9. 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 purpose.

10. No lot shall be used or maintained as a dumping ground for rubbish. 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. Any incinerator used shall be of a type which will not discharge offensive odors or ash when burning.

11. No business, trade, profession or commercial activity of any kind shall be conducted in any building or on any portion of the property, except a builder's sales office may be used and maintained until all of the lots in the subdivision have homes constructed thereon and shall be occupied as a place of residence.

12. Swimming pools and fencing incidental thereto may be installed only if a specific plan therefor is approved by the Architectural Control Committee (as defined in Paragraph 17). Any permitted swimming pools and fencing incidental thereto shall be constructed to the rear of the house and maintained in a safe and sanitary condition.

13. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said development (including Maple Hill Homeowners' Association as defined in Paragraph 18A) to prosecute any proceedings at law or in equity against the person(s) violating or attempting to violate any such covenants and either to prevent him or them from doing so or to recover damages or other dues for such violations.

14. All public utilities such as water mains, sanitary sewers, storm sewers, gas mains, electric and telephone local subdivision distribution lines, and all connections to same, either private or otherwise, shall be installed underground; provided, however, that above-ground transformers, pedestals and other above-ground electric and telephone utility equipment associated with or necessary for underground utility installations and distribution systems and surface and off-side drainage channels and facilities, as well as street lighting stanchions shall be permitted. The said lots 79 through 173, inclusive, above described are, in addition, subject to the terms of a certain Agreement recorded in Wayne County Records at Liber 22602, Page 112, between the undersigned and the Detroit Edison Company and the Michigan Bell Telephone Company, relating to the installation and maintenance of underground electric and communication service and facilities, and which instruments are, by this reference, incorporated herein.

15. No inoperative vehicles, commercial vehicles, house trailers or mobile trailers, boats or boat trailers, campers, snowmobiles or snowmobile trailers, motorcycles or motorcycle trailers or trailers of any kind shall be permitted to be parked or stored on any lot in said Subdivision unless such vehicles are parked or stored in a garage on said lot which conforms to the requirements pertaining to the construction of garages as set forth above.

16. Anyone purchasing a lot or occupying a newly constructed home in the subdivision between October 1 in any year and May 1 of the next succeeding year shall have all disturbed areas of the lot stabilized by the thirtieth day of June of that succeeding year. Anyone purchasing a lot or occupying a newly constructed home between May 1 in any year and September 30 of that year shall within sixty (60) days of occupancy install or cause to have installed on that lot seed and mulch or sod covering all exposed earth. Anyone constructing a new home within the subdivision shall, in connection therewith, comply with The Soil Erosion and Sedimentation Control Act of 1972.

17. No sign pursuant to Paragraph 8 hereof (except to the extent therein permitted), no swimming pool pursuant to Paragraph 12, and no building or other structure shall be commenced, erected, or maintained upon any lot, nor shall any addition to or change or alteration thereof, except interior alterations of a building or other structure, be made until the plans and specifications showing the nature, kind, shape, height, size, materials, color scheme, and location shall have been submitted to and approved in writing by the architectural control committee ("Architectural Control Committee") which, prior to the creation of the Maple Hill Homeowners' Association (as defined in Paragraph 18) shall be composed of three representatives of the Developer (as defined in Paragraph 18), said representatives being Mark T. Jacobson, Scott Jacobson and Mario Cardinali (any one of whom can act alone on behalf of said Committee and each of whom can resign, with a successor being appointed by the remaining two), and following creation of such Association, shall be appointed in accordance with the By-Laws of said Association. In the event said Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Paragraph will be deemed to have been fully complied with. The Architectural Control Committee shall have the right to refuse to approve any such plans and specifications that, in its sole judgment, are not suitable or desirable, whether for aesthetic or other reasons, and in no event shall the Architectural Control Committee or any member thereof have any personal liability for any of its actions.

18. Lot Owner's Association:

(A) Definitions

1. "Developer" shall mean and include Maple Hill Land Co., a Michigan Co-Partnership, or its assigns.

2. "Association" shall mean and refer to the Maple Hill Homeowners' Association.

3. "Properties" shall mean and include lots 171 through 173, inclusive, of Maple Hill Subdivision No. 2 described above.

4. "Common Areas" shall mean and refer to those areas of land as set forth on the recorded plat of the Properties and intended to be owned by the Association and to be devoted to the common use and enjoyment of the owners of the Properties and any improvements thereon and said term shall include without limitation the entranceways to said subdivision, public easements, parkways, paths, and islands of grass located within any boulevard within said subdivision.

5. "Owners" (or "Owner" if the singular applies) shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lots, including builder-purchaser(s) from Developer and land contract vendee(s), but not including any land contract vendor or mortgagee, unless and until such land contract vendor or mortgagee shall have acquired fee simple title pursuant to foreclosure or any proceedings of conveyance in lieu of foreclosure. When more than one person or entity has an interest in the fee simple title to any lot, the interest of all such persons collectively shall be that of a single owner.

6. "Members" shall mean and refer to all those Owners who are members of the Association as hereinafter set forth.

(B) Duties and Responsibilities; Assessments and Collections

1. The Developer shall establish a Michigan non-profit corporation for a perpetual term under the laws of the State of Michigan with the name "Maple Hill Homeowners' Association", hereinafter referred to as the Association.

2. The Developer shall convey whatever interest it may have in the Common Areas and storm water retention areas to the Association by Warranty Deed subject to these restrictions, a certain Maintenance Agreement ("Maintenance Agreement") dated September 13, 1983 between the Township of Northville and David V. Johnson, which Maintenance Agreement was recorded at Liber 22921, Pages 404 through 411, Wayne County Records, and is fully incorporated herein by reference, and easements and covenants of record, and upon execution and delivery of said deed, the Association shall have full responsibility for the ownership, control, improvement, operation, and maintenance thereof, and the Developer shall have no further responsibility or liability in that regard.

3. The entire membership interest in the corporation shall be owned initially by the Developer who shall within thirty (30) days following recording of these Building and Use Restrictions appoint the Directors of the Corporation and retain such membership interest until the Developer shall have sold and conveyed 95% of the platted lots in the Subdivision or such time prior thereto as shall be elected by the Developer.

4. At the time provided in Subparagraph 3 immediately above, the membership interest in the said corporation shall be transferred to the Owners of the lots in the Subdivision, one membership interest for each lot, and the lot Owners shall all succeed to the ownership of the said corporation, and the Directors of the Corporation shall thereafter be elected by the members of the Association.

5. The Association shall be responsible for the

control and maintenance (as hereinafter defined) of the Common Areas, storm water retention areas, rear yard drains and drainage grades, and the supervision of the maintenance of the footing drains.

6. Immediately following appointment by the Developer of the Directors of the Corporation, said Directors shall proceed to adopt suitable By-Laws for the government of the Association, which By-Laws shall also delineate the powers and functions of the Association not described herein. 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 Owner 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 costs 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 Owner.

7. 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 from the date a notice of such lien is recorded as permitted pursuant to Paragraph 18(B)9 and that the payment of the amount of each annual assessment shall, in addition, be a personal obligation of each lot Owner.

8. 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.

9. 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 recording a notice of and foreclosing 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 other remedy by its proceeding in any form to effect collection.

10. Lots owned by the Developer shall not be subject to assessment; provided, however, any lot owned by the Developer shall not be exempt from assessment by the Township of Northville. A builder-purchaser from the Developer shall pay to the Association its pro rata share of any maintenance expense incurred.

11. The lien arising from assessment(s) as provided for herein shall be subordinate to the lien of any first mortgage issued by an institutional lender for land development purposes, builders' construction loans, or a first end mortgage loan. The sale or transfer of any lot pursuant to a first mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment(s) due prior to such sale or transfer.

(C) Obligations of the Association Common Areas, Subdivision Restrictions, Maintenance and Repair:

1. The principal function of the Association shall be the enforcement of restrictions imposed on the lots in the Subdivision in these Building and Use Restrictions, the

establishment of reasonable rules and regulations for the use of the Common Areas within the Subdivision, the maintenance of the Common Areas, storm water retention areas, and rear yard drains and drainage grades and supervision of the maintenance of footing drains.

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 undesirable 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 retention and/or storage areas and all pipes or lines leading into or out of the water retention and/or storage areas, and connecting the water retention and/or storage areas with the public storm sewer system.
- f) Maintenance, repair, and replacement of all equipment, landscaping, grass or planting in the Common Areas and water retention and/or storage areas (and including the maintenance, repair and replacement of any forty (40) foot wide landscaped greenbelt area at the rear of Lots 79, 173, and 165 as provided in Paragraph 20).
- g) All and every other act necessary to protect, preserve, repair, and maintain the Common Areas and the storm water retention areas within the Subdivision for the purposes for which they were established.

(D) Maintenance of the Rear Yard Drains, Drainage Grades and Supervision of Maintenance of the Footing Drains:

1. Surface Drainage:

It shall be the responsibility of each lot Owner to maintain the surface drainage grades of his lot as established by the Developer. Each lot Owner covenants that he will not change the surface grade of his lot in a manner which will materially increase or decrease the storm water flowing onto or off of his lot and will not 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 has violated this covenant.

2. Rear Yard Drains:

The 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 Owners 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 assure the footing drains are clear of obstructions and are connected to the storm sewer system. Thereafter it shall be the responsibility of each lot Owner to maintain said footing drains.

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 connections, repairs and maintenance of the footing drains. The costs for such connections, 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.

(E) 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 and storm water retention areas in the Subdivision, and all lots within the Subdivision, for the purpose of inspecting the Common Areas, storm water retention areas, rear yard drains, drainage grades, and footing drains, for the purpose of determining if the areas and drains are being adequately maintained.

2. In the event the Township of Northville shall determine that the Common Areas, the storm water retention areas, the drainage grades, and/or footing or rear yard drains are being inadequately maintained, or that there exists a danger to public health, safety or morals, or that the maintenance of the storm water retention areas is inadequate to insure that the retention areas will perform according to design specifications, the Township of Northville 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 the Township of Northville within the time specified and shall establish such additional assessments on the lots and the Subdivision as shall be necessary to fund the cost of the required maintenance, repair or improvement. 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, the Township of Northville may enter upon the lots or Common Areas or storm water retention areas and perform the required maintenance either through its employees or through independent contractors. The Association shall be responsible for the cost of the maintenance performed by the

Township of Northville 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 extent 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 comply with any notice requiring repair or maintenance to the Common Areas, or storm water retention areas or drainage grades or rear yard drains or footing drains, 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 of Northville 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 or storm water retention 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 or storm water retention areas by the Township be deemed an acceptance of title to the Common Areas or storm water retention areas by the Township. Such maintenance of the Common Areas or storm water retention areas by the Township shall not relieve the Association and lot Owners from the obligation of maintaining the Common Areas and storm 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 water retention areas, storm drains, rear yard drains and footing drains and other improvements which are the subject of a certain agreement, dated September 13, 1983, between the Township of Northville and David V. Johnson.

b) The Association and the Owners of the land, and their agents, heirs, representatives, 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 water retention areas, 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 the owners 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.

19. 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 water retention areas, or rear yard or 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.

Notwithstanding anything in this Paragraph 19 to the contrary, as to lots owned by the Developer, the Developer shall not be exempt from assessments by the Township of Northville.

20. With respect to Lots 79, 173, and 165 of the Subdivision, the Developer may install a forty (40') foot wide landscaped greenbelt area along the rear of such Lots fronting on Summit Drive; thereafter, the owners of such lots shall respectively be obligated to maintain, repair, and replace said landscaped greenbelt area to the end that the same shall at all times meet the requirements of and be satisfactory to Northville Township. If for any reason whatsoever any of said lot owners fail to so maintain, repair, and replace said landscaped greenbelt area as required hereunder, then Maple Hill Homeowners' Association shall have the right to perform such work if so requested by Northville Township and to charge the cost thereof to the respective lot owners, including by way of assessing said individual lots for such charges as elsewhere provided in these Building and Use Restrictions with respect to dues and assessments by said Association.

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

22. Nothing herein provided shall constitute a waiver of, inapplicability of or invalidity of any current or future ordinance of the Township of Northville, or its successors, and to the extent and degree in form and substance any such ordinance now or in the future contains more restrictive terms or conditions than herein provided, such ordinance, or any portions thereof, shall take precedence and be treated as having the full force and effect as being a part hereof incorporated by reference in this instrument.

23. The Township of Northville, and its successors and assigns, does not by its exercise of any right herein provided to said Township of Northville or by its undertaking of any act or obligation in relation to the premises, including without limitation Common Areas, storm water retention areas and storm water drainage rights, outlets or facilities, constitute directly or indirectly the Association or Owners as the agents or beneficiaries of the Township of Northville. Further, the Township of Northville shall retain its full governmental immunity in the premises. Any act, right or obligation of the Township of Northville, either specifically or by implication, arising from or occurring as a result of this instrument shall be done or omitted by the Township of Northville in its sole and exclusive discretion. In no event shall the Township of Northville be liable in damages.

by specific performance or otherwise to the Association, or any Owner or Owners, by reason of or from any matter in connection with this instrument.

WITNESSES:

MAPLE HILL LAND CO.,
a Michigan Co-Partnership

Cheryl Scott

CHERYL SCOTT

Lori Muir

LORI MUIR

By: J & C DEVELOPMENT CO.,
a Michigan Corporation,
PARTNER

By: *Scott Jacobson*

Scott Jacobson
Its: President

By: MARSON DEVELOPMENT CO.
LIMITED PARTNERSHIP,
a Michigan Limited
Partnership, PARTNER

By: *Mark T. Jacobson*

Mark T. Jacobson
Its: General Partner

Cheryl Scott

CHERYL SCOTT
Lori Muir

LORI MUIR

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

On this 27th day of May, 1987, before me personally appeared Scott Jacobson, to me known to be the President of J & C Development Co., a Michigan Corporation which is a Partner of Maple Hill Land Co., the Co-Partnership named in and which executed the foregoing Building and Use Restrictions, and acknowledged before me that he was duly authorized and did execute the same on behalf of said Corporation as Partner of said Co-Partnership.

Lori Ann Muir

LORI ANN MUIR, Notary Public
Wayne County acting in
Oakland County, Michigan
My Commission Expires: 2/12/91

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this 27th day of May, 1987, before me personally appeared Mark T. Jacobson, to me known to be the General Partner of Marson Development Co. Limited Partnership, a Michigan limited Partnership, which is a Partner of Maple Hill Land Co., the Co-partnership named in and which executed the foregoing Building and Use Restrictions, and acknowledged before me that he was duly authorized and did execute the same on behalf of said Limited Partnership as Partner of said Co-Partnership.

Lori Ann Muir

LORI ANN MUIR, Notary Public
Wayne County acting in
Oakland County, Michigan
My Commission Expires: 2/12/91

Drafted by and when
recorded return to:

Cheryl K. Scott
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and Burnstein, P.C.
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