

FACHABER

Building and Use Restrictions, recorded October 19, 1966 in  
Liber 4954, Page 390.

Meadowbrook Lake Subdivision

Whereas, the Grantors are the owners in fee of the following described premises, and

Whereas, Grantors have become the proprietors in a plat of the premises known as Meadowbrook Lake Subdivision of part of Section 26, Town 1 North, Range 8 East, consisting of Lots 1 through 150 inclusive and

Whereas, certain land located within and adjacent to said subdivision is to be set aside for the common use of lot owners of said subdivision, such property to be designed as "Parks" and described as follows:

PARK NO. ONE:

All of Lot 128 of Meadowbrook Lake Subdivision together with part of the Southeast 1/4 of said Section 26, described as beginning at a point on the South line of Section 26, located North 88 degrees 46 minutes 19 seconds East 205.03 feet from the Southwest corner of Meadowbrook Lake Subdivision, thence North 0 degrees 20 minutes West along the Easterly line of 60-foot wide Ennishore Drive, 739.07 feet to a point of curve, thence on a curve to the right along said Easterly line (radius equals 570.00 feet, long chord bears North 4 degrees 12 minutes 16 seconds East 90.19 feet) a distance of 90.29 feet to the Southwesterly corner of Lot 128 of said Meadowbrook Lake Subdivision, thence South 59 degrees 4 minutes 31 seconds East along Southerly line of said Lot 128 and the boundary line of said subdivision, 380 feet more or less to the center line of the Walled Lake Branch of the Rouge River, thence Southerly along said center line to the South line of said Section 26, thence Westerly along said South line to the point of beginning.

PARK NO. TWO:

Part of Lots 112, 113 and 114 of Meadowbrook Lake Subdivision described as beginning at the Northwest corner of said Lot 112, thence North 89 degrees 39 minutes 10 seconds East along the North line of said Lot 112, a distance of 254.08 feet, thence South 0 degrees 20 minutes 50 seconds East 300.00 feet to a point on the South line of Lot 114, thence South 89 degrees 39 minutes 10 seconds West along said South line 258.25 feet to the Southwest corner of said Lot 114, thence North 0 degrees 27 minutes East along the West line of Lots 114 and 113, a distance of 145.16 feet, thence North 20 degrees 23 minutes 4 seconds East 58.65 feet, thence North 10 degrees 53 minutes 09 seconds West 101.72 feet to the point of beginning, together with an easement for ingress, egress, maintenance and public utilities over the Southerly 10 feet of the East 235 feet of Lot 113 and the Northerly 10 feet of the East 235 feet of Lot 114.

Whereas, it is the purpose and intention of this Declaration that all of the lots in said subdivision shall be conveyed by the Grantor subject to reservations, easements, use and building restrictions provided to establish a general plan of uniform restrictions in respect to said subdivision, and to insure the purchasers of lots therein use of the property for attractive residential purposes, and to secure to each lot owner full benefit and enjoyment of his home and to preserve the general character of the neighborhood.

IT IS HEREBY DECLARED THAT the following general restrictions are covenants running with the land, binding on the heirs, general representatives, successors and assigns of the grantor, and the Grantees of all individual lots in said subdivision, for the time limited in this instrument:

1. USES OF PROPERTY

(a) Lots shall be used for providing residence purposes only and no building of any kind whatsoever shall be erected, re-erected, moved or maintained except private dwellings. Such dwellings shall be designed and erected for occupation by, and occupied by, only 1 single-family. A private attached garage for not more than 3 automobiles for the sole use of the owner or occupant may be provided. A family shall mean 1 person or a group of 2 or more persons living together and inter-related by bonds of consanguinity, marriage or legal adoption. The persons thus constituting a family may also include foster children, gratuitous guest and domestic servants. The Grantor may permit the occupation of a dwelling by persons not constituting a family as defined herein provided it finds that such occupancy will not be detrimental to the purposes sought to be obtained by these restrictions.

(b) Notwithstanding that which is contained herein to the contrary, the Grantor, his agents or sales representatives may occupy and use any house built in the subdivision or a temporary building, or trailer as a sales office for sales of lots and/or houses until all of the lots and/or houses built in this subdivision shall have been sold.

2. CHARACTER AND SIZE OF BUILDING

(a) No building or other structure shall be commenced, erected or maintained, nor shall any addition to or change or alteration to any structure be made, except interior alterations, until the plans and specifications, prepared by a competent architect showing the nature, kind, shape, height and materials, color scheme, location on lots and approximate cost of such structure and the grading plan of the lot to be built upon shall have been submitted to and approved in writing by the Grantor, and a copy of said plans and specifications as finally adopted, lodged permanently with said Grantor.

(b) Fences, garden walls and similar devices may be constructed or erected only after plans and specifications of such proposed fence, wall or other device shall have first been submitted in writing to the Grantor and approved by it. In any event, no fence, other than an ornamental fence not exceeding 3 feet in height, shall extend on either side of the lot toward the front of the lot farther than the rear corner of the structure, on the side, or sides, where fence is located. A fence will be permitted to be erected around any privately owned swimming pool as a safety precaution or in accordance with ordinances regulating the construction and use of swimming pools. However, Grantor has the right and power to require screening of such fence, or fences, by means of shrubs or other plantings.

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

(d) However, in the event the Grantor shall have failed to approve or disapprove such plans and location within 30 days after the same shall have been delivered to the Grantor, then such approval will not be required provided the plans and location of the lots conform to, or are in harmony with, existing structures in the subdivision, these restrictions, and any zoning law applicable thereto.

(e) In any case, with or without the approval of the Grantor, dwelling shall be permitted on any lot in the subdivision unless in the case of a one story building the ground floor living area shall not be less than 1000 square feet; in the case of a one and a half story building

the ground floor living area shall not be less than 800 square feet; in the case of a multi-level building the first and second level living area shall not be less than 800 square feet; in the case of a two story building the ground floor area shall be not less than 700 square feet. All garages, when constructed, must be attached to the dwelling, either directly or by use of a covered breezeway and shall not be included in computing square footage.

3. BUILDING LINES

No building on any of said lots shall be erected nearer than 30 feet to the front lot line or nearer than 10 feet to the side lot line, or nearer than 10 feet to side line on any corner or nearer than 20 feet to the rear lot line, except by written consent of the Grantor which consent the Grantor is empowered to give.

4. ANIMALS

No chickens, other fowl, horses or livestock shall be kept or harbored on any of the said lots. No animals shall be kept or maintained on any lot excepting household pets for use by the occupants of the dwelling. No animals shall be kept on the premises for any commercial purpose. Household pets shall have such care as not to be objectionable or offensive on account of noise, odor or unsanitary conditions. Animals may be declared nuisances by Grantor and must be removed from the premises within 30 days if so requested in writing by the Grantor or its authorized representatives.

5. SIGNS

No sign or billboard shall be placed or maintained on any lot except one sign advertising the lot or house and lot for sale or lease, and having not more than 3 square feet of surface and the top of which shall be 3 feet or less above the ground; provided, however, such other signs may be erected and maintained on lots as are permitted in writing by the Grantor.

5-A. PROPERTY NOT INCLUDED

Anything in these restrictions to the contrary notwithstanding, these restrictions including any rights to the use of the parks described herein except Lot 128, shall not apply to Lots 118, 119, 120, 121, 149 and 150 unless and until the owners of said lots accept these restrictions by recordable instrument in writing, agree that their lots shall be bound thereby and consent to the vacation of the restrictions recited in Liber 4365, Pages 876 to 880 inclusive of the Oakland County Records.

6. EASEMENTS

Easements and rights-of-way are hereby reserved as shown on the recorded plat. In addition to the above, easements and rights-of-way are reserved in and over a strip of land six feet in width along all rear and side lot lines wherever it may be deemed necessary for the installation or maintenance of telephone or electric poles, lines or conduits or sewer, gas lines or watermains, for drainage purposes, or for the use of any other public utility deemed necessary or advisable by Grantor. The use of all or a part of such easements and rights-of-way may be granted or assigned at any time hereafter by the Grantor to any person, firm, governmental unit or agency or corporation.

7. REFUSE

No refuse pile or other unsightly or objectionable materials shall be allowed on any of said lots unless the same shall be properly concealed. Refuse, ashes, building materials, garbage and debris of any kind shall be cared for in such a manner as not to be offensive to neighboring property owners. 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.

8. DEDICATION OF PARKS AND CONDITIONS GOVERNING USE OF PARKS AND MEADOWBROOK LAKE EASEMENT

(a) The Grantors hereby dedicate and convey to each lot owner of a lot in Meadowbrook Lake Subdivision, a right and easement of enjoyment in and to Park No. 1 and Park No. 2, described above, and hereby covenant for themselves, their heirs and assigns that they will convey simple title to said Parks, free and clear of all encumbrances and liens to the Association hereinafter described.

(b) Title to the Parks shall be vested in the Association hereinafter described as Trustee for the benefit of the lot owners and subject to the right and easement of enjoyment in and to such Parks by the lot owners. Such easement shall not be personal but shall be considered to appurtenant to said lots, which easement shall pass with the title to said lots whether specifically set forth in deeds to the lots or not.

(c) Control and jurisdiction over Parks shall be vested in the Association of said lot owners to be known as the Meadowbrook Lake Subdivision Association and referred to herein as the "Association". Such Association shall be incorporated by the Grantor non-profit corporation for a perpetual term under the laws of the State of Michigan.

(d) The Association may make reasonable regulations governing the use of the Parks and the Meadowbrook Lake easement and may restrict or deny the right of any person to use such premises for violation thereof.

(e) All residents of Meadowbrook Lake Subdivision and guests accompanying said residents shall have equal access to the Parks.

(f) The Meadowbrook Lake and Park are private facilities where the Village of Novi has no responsibility whatever concerning the control of water level, improvement or maintenance thereof and that such responsibility is solely that of the property owners of Meadowbrook Lake Subdivision, and/or the Association, and is so acknowledged.

9. USE OF LAKE

(a) No fill of any kind shall be permitted to extend into the Meadowbrook Lake easement without the express written consent of the Grantors.

(b) No boathouses may be permitted unless attached to the house nor may boats propelled by inboard or outboard motors be used upon Meadowbrook Lake without the express permission of the Grantors.

(c) Docks shall not be constructed except with the consent of the Grantors in accordance with Paragraph 2 above.

(d) Swimming rafts shall be subject to the approval of the Association which is hereby authorized to limit the number and location of such rafts and to limit such rafts to those owned by the Association.

10. LOT OWNERS ASSOCIATION

There is hereby established the Meadowbrook Lake Subdivision Association to consist of the owners of all lots in Meadowbrook Lake Subdivision. The Association shall be governed by a Board of Directors which shall be appointed by the Grantors until a minimum of 90 per cent of the lots in said subdivision shall have been sold by the Grantors. Thereafter the Directors shall be elected by the lot owners. The purpose of the Association shall be the government and maintenance of the Parks and such Association shall also exercise such powers and functions as shall be set forth in its By-Laws. The Association shall be organized as a non-profit corporation under the laws of the State of Michigan. The Grantor shall appoint the Board of Directors within 90 days following the recording of these restrictions and such Board shall proceed to adopt suitable By-Laws for the government of the Association. Subject to the limitations set forth in these restrictions, the owners of each lot in said Meadowbrook Lake Subdivision shall be entitled to 2 votes in the Association.

(a) All the land included in said plat, whether owned by the Grantor or by others, except streets and parks maintained for the general use of the owners of the land included in said tract, shall be subject to an annual maintenance charge at the rate of \$5.00 per lot, and to be increased to \$25.00 upon the completion of a house thereon for the purpose of creating a fund, to be known as the Maintenance Fund to be paid by the respective owners of the land included in said tract to the Association annually in advance on the first day of July in each year, commencing with July 1, 1967.

(b) Said annual charge may be adjusted from year to year, after 1967, by the Association, as the needs of the property may in their judgment require, but in no event shall such a charge be raised above \$40.00 per house, except by the approval and consent in writing of 51% of the members of the Association, which approval and consent shall make any such additional assessment binding upon all of the owners of property in said Meadowbrook Lake Subdivision.

(c) Said maintenance fund shall be used for such of the following purposes as the Association shall determine necessary and advisable; for improving and maintaining "Parks", roadways and entrance ways of said property; for planting trees and shrubbery and the care thereof; for collecting and disposing of garbage, ashes and rubbish; for employing night watchmen; for caring for vacant property; for removing grass or weeds; for constructing, purchasing, maintaining or operating any community service, or for doing any other things necessary or advisable in the opinion of the Association for the welfare of the members; for expenses incident to the examination of plans as herein provided and to the enforcement of these building restrictions, conditions, obligations, reservations, rights, powers and charges.

(d) It is expressly agreed that the Maintenance Fund charge referred to herein, including any expenses incurred in removing or completing any building in accordance with the preceding paragraph, shall be a lien and encumbrance on the land with respect to which said charges are made, and it is expressly agreed that by the acceptance of title to any of said lots, the owner (not including thereby the mortgagee as long as he is not the owner) from the time of acquiring title thereto shall be held to have covenanted and agreed to pay to the Association all charges provided for herein which were then due and unpaid to the time of his acquiring the title, and all such charges thereafter falling due during the ownership thereof. A certificate in writing issued by the Association or its agent shall be given on demand to any owner liable for said charges, which shall set forth the status of such charges. This certificate shall be binding on the said parties hereto.

(e) By his acceptance of title, each owner shall be held to vest in the Association the right and power in its own name to take and prosecute all suits, legal, equitable or otherwise, which may in the opinion of the Association be necessary or advisable for the collection of such charges.

12. ASSIGNMENT OF GRANTOR'S RIGHTS

At any time after the sale by Grantor of 9/10 in number of the lots in the said subdivision (execution of a land contract constituting a sale for the purpose of this section), the Grantor may assign or transfer any or all rights, privileges and duties of supervision and control in connection with these restrictions which are reserved herein to the Grantor, to the Association, and upon the execution and recording of appropriate instruments of appointment by the Grantor, the said Association shall thereupon have and exercise all rights reserved to the Grantor, and the Grantor shall be fully released and discharged from further obligations and responsibilities in connection therewith.

13. VIOLATIONS

Violation of any restriction or condition or breach of any covenant or agreement herein contained shall give the Grantor in addition to all other remedies provided by law, the right to enter upon the land as to which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, sign, thing or condition that may be or exist contrary to the intent and meaning of the

provision hereof, and the Grantor shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

14. TERM OF RESTRICTIONS

All the restrictions, conditions, covenants, charges and agreements contained herein shall continue in force for a period of 25 years from the date of recording hereof and shall automatically be continued thereafter for successive periods of 10 years each, provided, however, that after 10 years from the date of recording hereof the owners of the fee of 2/3 or more of the lots in said subdivision may release all or part of said lots from all or any portion of these restrictions by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and recording the same in the Office of Register of Deeds for Oakland County. No change in or release from these restrictions shall be deemed to release any property from its obligation under the "Agreement" or from any provision of these restrictions designed to implement the "Agreement".

15. SEVERABILITY

Each restriction herein is intended to be severable and in the event that any one covenant is for any reason held void it shall not affect the validity of the remaining covenants and restrictions.

16. Building and use restrictions heretofore imposed upon the properties contained in Meadowbrook Lake Subdivision and recorded in Liber 4365 at pages 876 through 880 inclusive of the Oakland County Records and covering Lots 1 through and including 150 of Meadowbrook Lake Subdivision, part of Section 26, Town 1 North, Range 8 East, Village of Novi, Oakland County, Michigan, are hereby vacated and held to be null and void as of the date of recording of the foregoing restrictions and the foregoing restrictions are hereby adopted in the place and stead of those recorded in Liber 4365 pages 876 through 880 inclusive, Oakland County Records.

Signed and acknowledged by Charles Gilson, President and George DeGrow, Secretary-Treasurer of Suburban Development Company.

Executed by the authority of its Board of Directors.

THE FOLLOWING PERSONS, owners of Lots No. 122 through 126 inclusive, and Lots No. 130 through 134 inclusive, purchased subsequent to the recording of the building and use restrictions recited in Liber 4365, pages 876 to 880 inclusive, Oakland County Records, and prior to the adoption of the foregoing restrictions, consent to the vacation of the restrictions recited in Liber 4365 pages 876 to 880 inclusive, Oakland County Records, and accept in their stead the foregoing restrictions which are hereby made applicable to the lots purchased by the undersigned.

GRAN CONSTRUCTION COMPANY  
a Michigan Corporation

Hugh Glime, President

Ann J. Glime, Secretary

Acknowledged on October 1, 1966 by Hugh Glime, President and Ann J. Glime, Secretary of Gran Construction Company.

Executed by the authority of its Board of Directors.

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Building and Use Restrictions, recorded October 19, 1966 in  
Liber 4954, Page 390.

Meadowbrook Lake Subdivision

Whereas, the Grantors are the owners in fee of the following described premises, and

Whereas, Grantors have become the proprietors in a plat of the premises known as Meadowbrook Lake Subdivision of part of Section 26, Town 1 North, Range 8 East, consisting of Lots 1 through 150 inclusive and

Whereas, certain land located within and adjacent to said subdivision is to be set aside for the common use of lot owners of said subdivision, such property to be designed as "Parks" and described as follows:

PARK NO. ONE:

All of Lot 128 of Meadowbrook Lake Subdivision together with part of the Southeast 1/4 of said Section 26, described as beginning at a point on the South line of Section 26, located North 88 degrees 46 minutes 19 seconds East 205.03 feet from the Southwest corner of Meadowbrook Lake Subdivision, thence North 0 degrees 20 minutes West along the Easterly line of 60-foot wide Ennishore Drive, 739.07 feet to a point of curve, thence on a curve to the right along said Easterly line (radius equals 570.00 feet, long chord bears North 4 degrees 12 minutes 16 seconds East 90.19 feet) a distance of 90.29 feet to the Southwest corner of Lot 128 of said Meadowbrook Lake Subdivision, thence South 59 degrees 4 minutes 31 seconds East along Southerly line of said Lot 128 and the boundary line of said subdivision, 380 feet more or less to the center line of the Walled Lake Branch of the Rouge River, thence Southerly along said center line to the South line of said Section 26, thence Westerly along said South line to the point of beginning.

PARK NO. TWO:

Part of Lots 112, 113 and 114 of Meadowbrook Lake Subdivision described as beginning at the Northwest corner of said Lot 112, thence North 89 degrees 39 minutes 10 seconds East along the North line of said Lot 112, a distance of 254.08 feet, thence South 0 degrees 20 minutes 50 seconds East 300.00 feet to a point on the South line of Lot 114, thence South 89 degrees 39 minutes 10 seconds West along said South line 258.25 feet to the Southwest corner of said Lot 114, thence North 0 degrees 27 minutes East along the West line of Lots 114 and 113, a distance of 145.16 feet, thence North 20 degrees 23 minutes 4 seconds East 58.65 feet, thence North 10 degrees 53 minutes 09 seconds West 101.72 feet to the point of beginning, together with an easement for ingress, egress, maintenance and public utilities over the Southerly 10 feet of the East 235 feet of Lot 113 and the Northerly 10 feet of the East 235 feet of Lot 114.

Whereas, it is the purpose and intention of this Declaration that all of the lots in said subdivision shall be conveyed by the Grantor subject to reservations, easements, use and building restrictions provided to establish a general plan of uniform restrictions in respect to said subdivision, and to insure the purchasers of lots therein use of the property for attractive residential purposes, and to secure to each lot owner full benefit and enjoyment of his home and to preserve the general character of the neighborhood.

IT IS HEREBY DECLARED THAT the following general restrictions are covenants running with the land, binding on the heirs, general representatives, successors and assigns of the grantor, and the Grantees of all individual lots in said subdivision, for the time limited in this instrument:

1. USES OF PROPERTY

(a) Lots shall be used for providing residence purposes only and no building of any kind whatsoever shall be erected, re-erected, moved or maintained except private dwellings. Such dwellings shall be designed and erected for occupation by, and occupied by, only 1 single-family. A private attached garage for not more than 3 automobiles for the sole use of the owner or occupant may be provided. A family shall mean 1 person or a group of 2 or more persons living together and inter-related by bonds of consanguinity, marriage or legal adoption. The persons thus constituting a family may also include foster children, gratuitous guest and domestic servants. The Grantor may permit the occupation of a dwelling by persons not constituting a family as defined herein provided it finds that such occupancy will not be detrimental to the purposes sought to be obtained by these restrictions.

(b) Notwithstanding that which is contained herein to the contrary, the Grantor, his agents or sales representatives may occupy and use any house built in the subdivision or a temporary building, or trailer as a sales office for sales of lots and/or houses until all of the lots and/or houses built in this subdivision shall have been sold.

2. CHARACTER AND SIZE OF BUILDING

(a) No building or other structure shall be commenced, erected or maintained, nor shall any addition to or change or alteration to any structure be made, except interior alterations, until the plans and specifications, prepared by a competent architect showing the nature, kind, shape, height and materials, color scheme, location on lots and approximate cost of such structure and the grading plan of the lot to be built upon shall have been submitted to and approved in writing by the Grantor, and a copy of said plans and specifications as finally adopted, lodged permanently with said Grantor.

(b) Fences, garden walls and similar devices may be constructed or erected only after plans and specifications of such proposed fence, wall or other device shall have first been submitted in writing to the Grantor and approved by it. In any event, no fence, other than an ornamental fence not exceeding 3 feet in height, shall extend on either side of the lot toward the front of the lot farther than the rear corner of the structure, on the side, or sides, where fence is located. A fence will be permitted to be erected around any privately owned swimming pool as a safety precaution or in accordance with ordinances regulating the construction and use of swimming pools. However, Grantor has the right and power to require screening of such fence, or fences, by means of shrubs or other plantings.

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

(d) However, in the event the Grantor shall have failed to approve or disapprove such plans and location within 30 days after the same shall have been delivered to the Grantor, then such approval will not be required provided the plans and location of the lots conform to, or are in harmony with, existing structures in the subdivision, these restrictions, and any zoning law applicable thereto.

(e) In any case, with or without the approval of the Grantor, dwelling shall be permitted on any lot in the subdivision unless in the case of a one story building the ground floor living area shall not be less than 1000 square feet; in the case of a one and a half story building



the ground floor living area shall not be less than 800 square feet; in the case of a multi-level building the first and second level living area shall not be less than 800 square feet; in the case of a two story building the ground floor area shall be not less than 700 square feet. All garages, when constructed, must be attached to the dwelling, either directly or by use of a covered breezeway and shall not be included in computing square footage.

3. BUILDING LINES

No building on any of said lots shall be erected nearer than 30 feet to the front lot line or nearer than 10 feet to the side lot line, or nearer than 10 feet to side line on any corner or nearer than 20 feet to the rear lot line, except by written consent of the Grantor which consent the Grantor is empowered to give.

4. ANIMALS

No chickens, other fowl, horses or livestock shall be kept or harbored on any of the said lots. No animals shall be kept or maintained on any lot excepting household pets for use by the occupants of the dwelling. No animals shall be kept on the premises for any commercial purpose. Household pets shall have such care as not to be objectionable or offensive on account of noise, odor or unsanitary conditions. Animals may be declared nuisances by Grantor and must be removed from the premises within 30 days if so requested in writing by the Grantor or its authorized representatives.

5. SIGNS

No sign or billboard shall be placed or maintained on any lot except one sign advertising the lot or house and lot for sale or lease, and having not more than 3 square feet of surface and the top of which shall be 3 feet or less above the ground; provided, however, such other signs may be erected and maintained on lots as are permitted in writing by the Grantor.

5-A. PROPERTY NOT INCLUDED

Anything in these restrictions to the contrary notwithstanding, these restrictions including any rights to the use of the parks described herei except Lot 128, shall not apply to Lots 118, 119, 120, 121, 149 and 150 unless and until the owners of said lots accept these restrictions by recordable instrument in writing, agree that their lots shall be bound thereby and consent to the vacation of the restrictions recited in Liber 4365, Pages 876 to 880 inclusive of the Oakland County Records.

6. EASEMENTS

Easements and rights-of-way are hereby reserved as shown on the recorded plat. In addition to the above, easements and rights-of-way are reserved in and over a strip of land six feet in width along all rear and side lot lines wherever it may be deemed necessary for the installation or maintenance of telephone or electric poles, lines or conduits or sewer, gas lines or watermains, for drainage purposes, or for the use of any other public utility deemed necessary or advisable by Grantor. The use of all or a part of such easements and rights-of-way may be granted or assigned at any time hereafter by the Grantor to any person, firm, governmental unit or agency or corporation.

7. REFUSE

No refuse pile or other unsightly or objectionable materials shall be allowed on any of said lots unless the same shall be properly concealed. Refuse, ashes, building materials, garbage and debris of any kind shall be cared for in such a manner as not to be offensive to neighboring property owners. 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.

(continued)

8. DEDICATION OF PARKS AND CONDITIONS GOVERNING USE OF PARKS AND MEADOWBROOK LAKE EASEMENT

(a) The Grantors hereby dedicate and convey to each lot owner of a lot in Meadowbrook Lake Subdivision, a right and easement of enjoyment in and to Park No. 1 and Park No. 2, described above, and hereby covenant for themselves, their heirs and assigns that they will convey simple title to said Parks, free and clear of all encumbrances and liens to the Association hereinafter described.

(b) Title to the Parks shall be vested in the Association hereinafter described as Trustee for the benefit of the lot owners and subject to the right and easement of enjoyment in and to such Parks by the lot owners. Such easement shall not be personal but shall be considered to appurtenant to said lots, which easement shall pass with the title to said lots whether specifically set forth in deeds to the lots or not.

(c) Control and jurisdiction over Parks shall be vested in the Association of said lot owners to be known as the Meadowbrook Lake Subdivision Association and referred to herein as the "Association". Such Association shall be incorporated by the Grantor non-profit corporation for a perpetual term under the laws of the State of Michigan.

(d) The Association may make reasonable regulations governing the use of the Parks and the Meadowbrook Lake easement and may restrict or deny the right of any person to use such premises for violation thereof.

(e) All residents of Meadowbrook Lake Subdivision and guests accompanying said residents shall have equal access to the Parks.

(f) The Meadowbrook Lake and Park are private facilities where the Village of Novi has no responsibility whatever concerning the control of water level, improvement or maintenance thereof and that such responsibility is solely that of the property owners of Meadowbrook Lake Subdivision, and/or the Association, and is so acknowledged.

9. USE OF LAKE

(a) No fill of any kind shall be permitted to extend into the Meadowbrook Lake easement without the express written consent of the Grantors.

(b) No boathouses may be permitted unless attached to the house nor may boats propelled by inboard or outboard motors be used upon Meadowbrook Lake without the express permission of the Grantors.

(c) Docks shall not be constructed except with the consent of the Grantors in accordance with Paragraph 2 above.

(d) Swimming rafts shall be subject to the approval of the Association which is hereby authorized to limit the number and location of such rafts and to limit such rafts to those owned by the Association.

10. LOT OWNERS ASSOCIATION

There is hereby established the Meadowbrook Lake Subdivision Association to consist of the owners of all lots in Meadowbrook Lake Subdivision. The Association shall be governed by a Board of Directors which shall be appointed by the Grantors until a minimum of 90 per cent of the lots in said subdivision shall have been sold by the Grantors. Thereafter the Directors shall be elected by the lot owners. The purpose of the Association shall be the government and maintenance of the Parks and such Association shall also exercise such powers and functions as shall be set forth in its By-Laws. The Association shall be organized as a non-profit corporation under the laws of the State of Michigan. The Grantor shall appoint the Board of Directions within 90 days following the recording of these restrictions and such Board shall proceed to adopt suitable By-Laws for the government of the Association. Subject to the limitations set forth in these restrictions, the owners of each lot in said Meadowbrook Lake Subdivision shall be entitled to 2 votes in the Association.

(a) All the land included in said plat, whether owned by the Grantor or by others, except streets and parks maintained for the general use of the owners of the land included in said tract, shall be subject to an annual maintenance charge at the rate of \$5.00 per lot, and to be increased to \$25.00 upon the completion of a house thereon for the purpose of creating a fund, to be known as the Maintenance Fund to be paid by the respective owners of the land included in said tract to the Association annually in advance on the first day of July in each year, commencing with July 1, 1967.

(b) Said annual charge may be adjusted from year to year, after 1967, by the Association, as the needs of the property may in their judgment require, but in no event shall such a charge be raised above \$40.00 per house, except by the approval and consent in writing of 51% of the members of the Association, which approval and consent shall make any such additional assessment binding upon all of the owners of property in said Meadowbrook Lake Subdivision.

(c) Said maintenance fund shall be used for such of the following purposes as the Association shall determine necessary and advisable; for improving and maintaining "Parks", roadways and entrance ways of said property; for planting trees and shrubbery and the care thereof; for collecting and disposing of garbage, ashes and rubbish; for employing night watchmen; for caring for vacant property; for removing grass or weeds; for constructing, purchasing, maintaining or operating any community service, or for doing any other things necessary or advisable in the opinion of the Association for the welfare of the members; for expenses incident to the examination of plans as herein provided and to the enforcement of these building restrictions, conditions, obligations, reservations, rights, powers and charges.

(d) It is expressly agreed that the Maintenance Fund charge referred to herein, including any expenses incurred in removing or completing any building in accordance with the preceding paragraph, shall be a lien and encumbrance on the land with respect to which said charges are made, and it is expressly agreed that by the acceptance of title to any of said lots, the owner (not including thereby the mortgagee as long as he is not the owner) from the time of acquiring title thereto shall be held to have covenanted and agreed to pay to the Association all charges provided for herein which were then due and unpaid to the time of his acquiring the title, and all such charges thereafter falling due during the ownership thereof. A certificate in writing issued by the Association or its agent shall be given on demand to any owner liable for said charges, which shall set forth the status of such charges. This certificate shall be binding on the said parties hereto.

(e) By his acceptance of title, each owner shall be held to vest in the Association the right and power in its own name to take and prosecute all suits, legal, equitable or otherwise, which may in the opinion of the Association be necessary or advisable for the collection of such charges.

12. ASSIGNMENT OF GRANTOR'S RIGHTS

At any time after the sale by Grantor of 9/10 in number of the lots in the said subdivision (execution of a land contract constituting a sale for the purpose of this section), the Grantor may assign or transfer any or all rights, privileges and duties of supervision and control in connection with these restrictions which are reserved herein to the Grantor, to the Association, and upon the execution and recording of appropriate instruments of appointment by the Grantor, the said Association shall thereupon have and exercise all rights reserved to the Grantor, and the Grantor shall be fully released and discharged from further obligations and responsibilities in connection therewith.

13. VIOLATIONS

Violation of any restriction or condition or breach of any covenant or agreement herein contained shall give the Grantor in addition to all other remedies provided by law, the right to enter upon the land as to which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, sign, thing or condition that may be or exist contrary to the intent and meaning of the

provision hereof, and the Grantor shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

14. TERM OF RESTRICTIONS

All the restrictions, conditions, covenants, charges and agreements contained herein shall continue in force for a period of 25 years from the date of recording hereof and shall automatically be continued thereafter for successive periods of 10 years each, provided, however, that after 10 years from the date of recording hereof the owners of the fee of 2/3 or more of the lots in said subdivision may release all or part of said lots from all or any portion of these restrictions by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and recording the same in the Office of Register of Deeds for Oakland County. No change in or release from these restrictions shall be deemed to release any property from its obligation under the "Agreement" or from any provision of these restrictions designed to implement the "Agreement".

15. SEVERABILITY

Each restriction herein is intended to be severable and in the event that any one covenant is for any reason held void it shall not affect the validity of the remaining covenants and restrictions.

16. Building and use restrictions heretofore imposed upon the properties contained in Meadowbrook Lake Subdivision and recorded in Liber 4365 at pages 876 through 880 inclusive of the Oakland County Records and covering Lots 1 through and including 150 of Meadowbrook Lake Subdivision, part of Section 26, Town 1 North, Range 8 East, Village of Novi, Oakland County, Michigan, are hereby vacated and held to be null and void as of the date of recording of the foregoing restrictions and the foregoing restrictions are hereby adopted in the place and stead of those recorded in Liber 4365 pages 876 through 880 inclusive, Oakland County Records.

Signed and acknowledged by Charles Gilson, President and George DeGrow, Secretary-Treasurer of Suburban Development Company.

Executed by the authority of its Board of Directors.

THE FOLLOWING PERSONS, owners of Lots No. 122 through 126 inclusive, and Lots No. 130 through 134 inclusive, purchased subsequent to the recording of the building and use restrictions recited in Liber 4365, pages 876 to 880 inclusive, Oakland County Records, and prior to the adoption of the foregoing restrictions, consent to the vacation of the restrictions recited in Liber 4365 pages 876 to 880 inclusive, Oakland County Records, and accept in their stead the foregoing restrictions which are hereby made applicable to the lots purchased by the undersigned.

GRAN CONSTRUCTION COMPANY  
a Michigan Corporation

Hugh Glime, President

Ann J. Glime, Secretary

Acknowledged on October 1, 1966 by Hugh Glime, President and Ann J. Glime, Secretary of Gran Construction Company.

Executed by the authority of its Board of Directors.

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