

**Building Restrictions as contained in
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Recorded December 16, 1968**

**DECLARATION OF RESTRICTIONS
FOR
NORTHVILLE COMMONS SUBDIVISIONS NO. 1, 2 AND 3**

This Declaration is made this 12th day of December 1968, by SUBURBAN ESTATES, INC., a Michigan Corporation, of 32823 West Twelve Mile Road, Farmington, Michigan, hereinafter referred to as Grantor.

WITNESSETH:

WHEREAS, the Grantor is the owner of property located in Section 14 of the Township of Northville, Wayne County, Michigan, Town 1 South, Range 8 East, and described as Northville Commons No. 1, No. 2 and No. 3 Subdivisions, herein called "the Subdivisions."

WHEREAS, this property is a part of a larger tract of land being developed by the Grantor for a single residential, multiple residential, and related office and business uses in accordance with a common plan of development, and

WHEREAS, there are to be included within this development certain parks and common areas which are to be available for the common use and enjoyment of owners and residents of residential properties included within the development, such common areas within the Subdivisions being described as follows:

1. Park A of Northville Commons No. 1 Subdivision.
2. Park B of Northville Commons No. 2 Subdivision.

WHEREAS, it is necessary to establish binding conditions and restrictions applicable to all property within the Subdivisions to insure the proper maintenance and government of said common areas, and the rights of property owners and residents therein, and

WHEREAS, it is the purpose and intention of this Declaration that all properties included within the Subdivisions shall be held and/or conveyed subject to the restrictions and conditions contained in the Declaration,

IT IS HEREBY DECLARED that the following restrictions and conditions are covenants running with the land, binding upon the heirs, personal representatives, successors and assigns of the Grantor and the Grantees of all individual lots and other parcels contained within the Subdivisions.

1. There is hereby established the Northville Commons Association consisting of the owners of lots or parcels of property included within the Subdivisions and those properties to which these restrictions may be extended as provided in Paragraph 18. The Northville Commons Association shall be hereinafter referred to as the Association.
2. Such Association shall be organized as a non-profit corporation for a perpetual term under the laws of the State of Michigan.
3. Membership in the Association shall be mandatory for each lot owner of a lot in the Subdivisions, including the Grantor.
4. A member of the Association shall be defined as every person or

entity who or which is a record owner of a fee or undivided fee interest in any lot or parcel under the jurisdiction of the Association but not including any owners who have sold their interest under executory land contract. During such time as such a land

contract is in force, the land contract vendee shall be considered to be the member of the Association.

5. The Association shall have three classes of voting membership:

Class A. Class A members shall be all owners as defined above of single residential lots. Class A members shall be entitled to two votes for each lot in which they hold the interest required for membership. When more than one person holds any such interest in any lot, all such persons shall be members and the vote for such lot shall be exercised as they among themselves determine. Provided, however, that the Grantor shall be entitled to six votes for each such lot in which it holds the membership interest. The word “lot” as used herein shall mean a lot as set forth in recorded plats; provided, that where property has been attached or detached from any such lot, the enlarged lots and/or the diminished lots shall be deemed to be a “lot”. Provided further, that two or more lots combined into a single homesite shall be deemed to be one “lot” for the purpose of computing voting rights and liability for maintenance charges hereunder.

Class B. Class B members shall be the owners as defined above of all residential parcels or lots other than single residential lots. Class B members shall be entitled to one vote for each dwelling unit included within the parcel or parcels owned by the Class B members. Class B members owning vacant parcels shall be entitled to a vote equal to that which they would be entitled were said properties developed with the maximum number of dwellings permitted under the applicable Zoning Ordinance.

Class C. Class C members shall be the owners as defined above of all non-residential parcels or lots. Class C members shall be entitled to one vote for each acre or part thereof included within the lot or parcel owned by the Class C member.

6. The Grantor hereby dedicates and conveys to each Class A and Class B member as defined above, a right and easement of enjoyment in and to the common areas described above, hereinafter collectively referred to as “Common Area”, and hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area to the Association above described, free and clear of all encumbrances and liens, within one year from the date of this Declaration.

7. Title to the Common Area shall be vested in the Association subject to the right and easement of enjoyment in and to such Common Area by its members. Said easement shall not be personal, but shall be considered to be appurtenant to said lots and parcels which easement shall pass with the title to said lots and parcels, whether specifically set forth in deeds to the lots and parcels or not.

8. The Association shall have the authority to make and enforce regulations pertaining to the use and maintenance of the Common Area and all other property and easements under its jurisdiction, which regulations shall be binding upon the members of the Association and all residents of the Development. The Association shall be obligated to maintain the Common Area and all other parks, commons, easements, entry ways or other property within the area described in Paragraph 18 which may be conveyed by the Grantor to the Association from time to time and such obligation may be enforced by any member of the Association or any property owner over which such an easement shall exist. This obligation specifically includes the maintenance of Landscaping and entrance

monuments on either side of the first 200 feet of Winchester Avenue, north of Six Mile Road to a depth of 50 feet, and on the North side of Six Mile Road, to a distance of 200 feet East and West of Winchester Avenue and to a depth of 50 feet.

9. The Common Area may be used for recreation, hiking, nature study, picnicking, or other uses for the benefit of its members which may be determined by the Association. Recreational facilities, including but not limited to swimming and wading pools, tennis courts, picnic shelters, grills and fireplaces, playground equipment and similar items may be constructed in the Common Area by the Association or the Grantor. All residents of properties under the jurisdiction of the Association and guests accompanying said residents shall have equal access to the Common Area and all facilities located thereon subject to rules and regulations established, the Association including, but not limited to, the right to place limitations on the number of guests.

10. Notwithstanding any other provision of this Declaration, the Grantor reserves the right to grant easements within the Common Area for the installation, repair and maintenance of water mains, sewers, drainage courses, and other public utilities, provided that such utilities shall be installed in such manner as to minimize damage to the natural features of the Common Area.

11. All the lots and parcels of the members of the Association shall be subject to an annual maintenance charge, to be paid by the respective owners thereof, to the Association in advance on the 1st day of January, in each year, commencing with January 1, 1970.

12. Each year the Board of Directors of the Association shall, prior to November 1, determine the total amount to be raised by the annual maintenance charge for the Association for the next succeeding year. This sum so determined shall be divided by the total number of votes to which the members are entitled collectively, such fraction to be known as "assessment unit". The annual charge applicable to the owners of each lot or parcel shall be computed by multiplying the "assessment unit" by the number of votes to which the member is entitled; provided, however, that for the purpose of computing the annual charge, single residential lots owned by the Grantor and for which the Grantor may be entitled to additional votes under the provisions of Paragraph 6, shall be assessed the same as other residential lots, that is, on the basis of two votes per single residential lot.

13. Anything in the foregoing to the contract notwithstanding however, the "assessment unit" for any one year shall not exceed \$65.00, except by approval and consent of the members entitled to not less than fifty-one (51%) percent of the total number of the votes to which the members are entitled voting in person or by proxy at any meeting of the Association. Such approval and consent shall make any such additional limitation binding upon all members of the Association. The maintenance fund shall be used for such of the following purposes as the Association shall determine necessary and advisable: for improving and maintaining the Common Area and any other property of the Association, roadways and entryways of the development; for planting trees and shrubbery and the care thereof; for expenses incident to the proper operation and maintenance of swimming pools, tennis courts or similar recreational facilities located within the Common Area; 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 services, or for doing any other thing necessary or advisable in the opinion of the Association for the general welfare of the members; for expenses incident to the examination of plans and the enforcement of these restrictions or any other building restrictions applicable to said property, or for any other purposes for which the Association is incorporated.

14. All maintenance charges which shall remain due and unpaid on April 1, of the year in which said charges become due shall thereafter be subject to interest at the rate of seven (7%) percent per annum.

15. It is expressly understood and agreed that the annual maintenance charge shall be a lien and encumbrance on the land with respect to which said charge is made, and it is expressly agreed that by the acceptance of title to any of said lots or parcels 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 his ownership thereof. A certificate in writing issued by the Association or its agent shall be given on demand to any owner or prospective purchaser liable, or who may be liable for said charges, which shall set forth the status of said charges. This certificate shall be binding upon the parties hereto.

16. The lien provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any lot shall not affect the assessment lien. The sale or transfer of any lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, however, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

17. 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 charge or charges.

18. EXTENSION TO ADDITIONAL PROPERTIES

Should the Grantor develop or subdivide additional land within the area described below and subject such new development or subdivision to restrictions substantially in the form herein before imposed upon Northville Commons No. 1., No. 2 and No. 3 Subdivisions by Paragraph 1 through 17 inclusive, including requirements for the payment of maintenance charges and the requirement for mandatory membership in the Northville Commons Association, said land may be incorporated with the Northville Commons No. 1, No. 2 and No. 3 Subdivisions in one development for the purpose of the interpretation and enforcement of these restrictions, at the option of the Grantor. Should the Grantor elect to exercise this option, it shall so provide in the Declaration of Restrictions applicable to said new development or subdivision. In such event, these restrictions and those applicable to the new development or subdivision shall be considered to be reciprocal negative easements thus making the restrictions applicable herein enforceable to property owners in the new land and restrictions applicable to said new land enforceable by property owners of the Northville Commons No. 1, No. 2 and No. 3.

This description of the area to which this option applies is as follows:

A parcel of land being the Northwest 1/4 of Section 14, Town 1 South, Range 8 East, Northville Township, Wayne County, Michigan. Except the North 60.00 feet thereof, and is more particularly described as follows:

Beginning at a point on the North and South 1/4 line of said Section 14, coincident with the centerline of Bradner Road distant South 1 degree 34 minutes 40 seconds East 60.02 feet from the North 1/4 corner of said Section 14 and proceeding thence North 89 degrees 55 minutes 30 seconds East 2923.14 feet along the South line of Six Mile Road (120 feet wide) to a

point on the East line of said Section 14; thence South 2675.18 feet along said East line to the East 1/4 corner of Section 14; thence North 89 degrees 02 minutes 00 seconds West 2851.29 feet along the East and West 1/4 line to the center 1/4 corner of said Section 14; thence North 1 degree 34 minutes 40 seconds West 2624.23 feet along the North and South 1/4 line coincident with the centerline of Bradner Road to the point of beginning and containing 175.573 acres of land, more or less.

A parcel of land being a part of the Southeast 1/4 and Southwest 1/4 of Section 11, Town 1 South, Range 8 East, Northville Township, Wayne County, Michigan, and is more particularly described as follows:

Beginning at a point on the North line of Six Mile Road (120 feet wide), said point being distant North 89 degrees 55 minutes 30 seconds East 335.91 feet along the South line of said Section 11, coincident with the centerline of said Six Mile Road and North 0 degrees 05 minutes 30 seconds North 60.00 feet from the South 1/4 corner of said Section 11 and proceeding thence 349.42 feet along the arc of tangent curve concave to the North of radius 940.00 feet having a central angle 21 degrees 17 minutes 54 seconds, the chord bearing North 79 degrees 25 minutes 33 seconds West 347.41 feet and North 68 degrees 46 minutes 36 seconds West 775.99 feet and 727.76 feet along the arc of a tangent curve concave to the South of radius 1060.00 feet; having a central angle of 39 degrees 20 minutes 14 seconds, the chord bearing North 88 degrees 26 minutes 43 seconds West 713.55 feet and South 71 degrees 53 minutes 10 seconds West 49.02 feet along the North line of said Six Mile Road, thence North 12 degrees 55 minutes 45 seconds West 170.76 feet along a line 66.00 feet East of and parallel to the East line of the Chesapeake and Ohio Railroad Right of Way (150 feet wide); thence North 24 degrees 36 minutes 00 seconds East 5392 feet, thence North 55 degrees 31 minutes 23 seconds East 1630.02 feet thence North 1 degree 32 minutes 45 seconds East 739.63 feet to a point on the East and West 1/4 line of said Section 11, thence South 85 degrees 01 minutes 00 seconds East 200.15 feet along said East and West 1/4 line to the center post of said Section 11, thence South 84 degrees 52 minutes 11 seconds East 2726.49 feet along said East and West 1/4 line of said Section 11, thence South 0 degrees 24 minutes 15 seconds West 1962.00 feet to a point on the North line of said Six Mile Road, thence along said North line of Six Mile Road South 89 degrees 55 minutes 30 seconds West 2424.28 feet to the point of beginning and containing 161.2322 acres of land, more or less.

19. The following restrictions shall be applicable to the ownership, maintenance, use or improvement of all lots in Northville Commons No. 1, No. 2 and No. 3 Subdivisions.

A. Uses of Property

1. 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 the sole use of the owner or occupant may be provided. A family shall mean one person or a group of two or more persons living together and inter-related by bonds of consanguinity, marriage, or legal adoption. The persons thus constituting a family as defined herein provided it finds that such occupancy will not be detrimental to the purpose sought to be obtained by these restrictions.
2. 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 mobile trailer as an office for sales, leasing and/or administrative purposes.

3. House trailers, boats or boat trailers, motor homes, or commercial vehicles including pick-up trucks (except while making normal deliveries) shall not be stored or parked on any lot except within a private attached garage.
4. No lot in said Subdivision may be divided; provided however, that the Grantor may approve the division of a lot where a portion of said lot is to be combined with an adjoining lot and which thereafter shall be considered to be a part of said adjoining lot for all purposes.
5. Entrance markers may be constructed on lots specified by the Grantor.

B. Character and Size of Building

1. 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 approved, lodged permanently with said Grantor.
2. Fences, garden walls and similar devices shall be permitted. Such fences, garden walls and similar devices shall be constructed, however, only after plans and specifications thereof shall first have been submitted in writing to Grantor and approved by him. In any event, no fences shall be permitted in the front yard or in either side yard except an ornamental fence not exceeding 3 feet in height. The front and side yard shall include all of that area from the front lot line back to the rear corner of the building closest to each side lot line. In approving any fence, garden wall or similar device the Grantor shall take into consideration the factors stated in the following paragraph. 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.
3. 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.
4. In the event that 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, however, then such approval will not be required provided the plans and location on the lots conform to, or are in harmony with, existing structures in the subdivisions; these restrictions, and any zoning law applicable thereto.
5. In any case, with or without the approval of the Grantor no 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 1100 square feet; in

the case of a one and a half story building, the ground floor living area shall not be less than 850 square feet; in the case of a multi-level building the first and second level living area shall not be less than 850 square feet; and in the case of a two story building the ground floor area shall not be less than 750 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 feet.

C. Building Lines.

No building on any of the said lots shall be erected nearer than 25 feet to the front lot line or nearer than 8 feet to the side lot line with a combined side yard width of not less than 20 feet, or nearer than 12 feet to the side line on any corner with a common rear yard relationship, or nearer than 25 feet to the side line on any corner not having a common rear yard relationship, or nearer

than 50 feet to the rear yard lot line except when the rear yard borders on lands dedicated to the common use of the residents of the Subdivision when the rear yard setback can be as little as 20 feet except by written consent of the Grantor, which consent the Grantor is empowered to give.

D. 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 use. Household pets shall have such care as not be objectionable or offensive on account of noise, odor or unsanitary conditions. Animals may be declared nuisances by Grantor and must be removed within 30 days if so requested in writing by Grantor or its authorized representatives.

E. 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 three square feet of surface and the top of which shall be three feet or less above the ground; provided, however, such other signs may be erected and maintained on lots as are permitted by written consent of the Grantor.

F. 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 water mains, 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 furnishing any such service.

G. 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

90 – 52
90 – 54
91 - 2
90 – 52
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91 - 2

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.

20. Assignment of Grantor's rights: Grantor may at any time assign all or part of its rights, privileges and duties of supervision and control in connection with these restrictions which are herein reserved to the Grantor, to the Northville Commons Association and upon the execution and recording of appropriate instruments of appointment by the Grantor, the said Association shall thereupon have and exercise all the rights from further obligations and responsibilities in connection therewith. At such time as the Grantor or its successors no longer has interest in any property contained within either Northville Commons No. 1, No. 2 and No. 3 Subdivisions, all such rights still held by the Grantor shall thereafter be vested in the Association.

21. With respect to said Subdivision, violation of any restrictions 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 provisions hereof, and the Grantor shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

22. Grantor, its successors or assigns, shall not be liable for damages to any person submitting plans for approval or to any owner or owners of land covered by this instrument by reason of mistake in judgment, negligence or nonfeasance of itself, its agents or employees arising out of or in connection with the approval or disapproval or failure to approve any plans or specifications, the enforcing or failure to enforce any of the restrictions herein contained or the doing or failure to do any act which the Grantor is empowered to perform hereunder.

23. All the restrictions, conditions, covenants, charges and agreements contained herein shall continue in force until January 1, 1990 and shall automatically be continued thereafter for successive periods of Twenty (20) years each, provided, however, that after January 1, 1990, the owners of property representing not less than 2/3 of the total votes of the Association may amend these restrictions by written instrument executed by said owners and recorded in the Wayne County Records.

24. Each restriction contained 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.

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