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**DECLARATION OF  
COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR  
PICKFORD MEADOW SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS, that M & S Properties, Inc., a Michigan corporation, whose address is 1048 N. Center, Northville, MI 48167 (the "Declarant"), being the owner or Land Contract Vendee of all of the property contained in a development known as Pickford Meadow Subdivision, and located in the Township of Northville, County of Wayne, Michigan, on the property described in Exhibit A hereto (the "Subdivision"), in consideration of the mutual benefits to be derived by the Declarant, its successors and assigns, and all intending purchasers and future owners of the various lots comprising the Subdivision, the Declarant, for itself, its successors, and assigns, does hereby publish, declare, and make known to all intending purchasers and future Owners of the Lots comprising the Subdivision, that the same will and shall be used, owned, held, and/or sold expressly subject to the following conditions, easements, covenants, limitations, restrictions, uses, and agreements which shall be incorporated by reference in all deeds of conveyance and contracts for the sale of said Lot and shall run with the land and be binding upon all grantees of individual Lots in the Subdivision and on the respective heirs, personal representatives, successors, and assigns.

SO 065771

The Declarations contained herein are based on the following factual recitals:

A. Declarant wishes to permit the development of the Subdivision into a community suitable for family living and, at the same time, wishes to maintain, in so far as possible, the natural character of this beautiful property, and to require all man-made structures to blend into the natural background, rather than stand out against it.

B. Declarant desires to have all homes constructed within the Subdivision to be carefully tailored to the Lot, as well as being designed to tastefully harmonize with other homes in the development. It is the objective of this development to avoid a

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neighborhood where homes are too large for the lots and unrelated to each other.

C. Declarant desires to provide for the preservation and enhancement of the property values and amenities in the Subdivision and for the maintenance of certain common areas (the "common areas" as defined by law and "park commons" as noted on the Plat) and to this end desires to subject the Subdivision and the common areas to the easements, covenants, limitations, restrictions, uses, conditions, charges, liens, and agreements set forth herein, each and all of which is and are for the benefit of the Subdivision and each Lot Owner therein.

D. It is essential to the value of the lots that the Subdivision be perpetually maintained in a manner consistent with high environmental, aesthetic, and residential standards.

E. Declarant has deemed it desirable for the efficient preservation of the values and amenities in the Subdivision to create a legal entity to own, maintain, and administer the Common Areas; to collect and disburse the assessments and charges hereinafter created; and to promote the recreation, health, safety, welfare, common benefit and enjoyment of the Owners.

F. To accomplish the foregoing, Declarant desires to impose certain building and use restrictions, covenants, and conditions, as herein contained, upon and for the benefit of said lots and the Subdivision as a whole.

G. Declarant also desires to provide for the establishment and maintenance of private roadway and recreational easements to serve the parcels and their owners, and for the development of private driveway easements to serve certain of the parcels.

H. Declarant is willing to sell the lots, but all buyers and subsequent owners must accept such lots subject to the declarations, covenants, restrictions, assessments, and conditions set forth herein.

#### SECTION 1 - DEFINITIONS

As used herein, the term set forth below shall have the

following meanings:

1.1 "Architectural Control Committee" shall mean the committee appointed in accordance with the provisions of Section 5 below.

1.2 "Association" shall mean and refer to Pickford Meadow Homeowners Association, a Michigan non-profit corporation, its successors and assigns;

1.3 "Builder" shall mean and refer to any person or entity who acquires a Lot for the purpose of engaging in and does engage in the business of constructing residential buildings for the purpose of resale and not for his own use;

1.4 "By-Laws" shall mean and refer to the By-Laws of the Association.

1.5 "Common Area" shall mean those areas of land within the Subdivision (including the improvements thereto) now or hereafter owned by the Association within the Subdivision reserved for the common use and enjoyment of all Lot Owners, including, without limitation, any median islands, roadway and recreational areas, and areas so designated on the Plat as "park commons."

1.6 "Declarant" shall mean and refer to M & S Properties, Inc., a Michigan corporation, the proprietor of the land within the subdivision, or its successors or assigns.

1.7 "Declaration" shall mean and refer to the Declaration of Easements, Covenants, and Restrictions and any amendments as recorded in the Office of the Wayne County Register of Deeds, State of Michigan.

1.8 "Improvement" shall mean every change, alteration, or addition to the Lot from its existing condition prior thereto, including, but not limited to, every building of any kind, fence, wall, swimming pool, patio, deck, concrete area, asphalt area, bricked area, sidewalk, walkway, tennis court, gazebo, or other structure or recreational facility which may be erected or placed on any lot, any drainage system that may be established thereon, any driveway or landscaping thereon, or the water or sewer systems

or any part thereof on any Lot.

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1.9 "Lot" shall mean and refer to any numbered lot shown on the recorded Plat of the Subdivision hereafter annexed. "Parcel" may be used interchangeable with "Lot" and shall consist of the same definition as set forth herein.

1.10 "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Subdivision and any future subdivisions hereafter annexed. When more than one person or entity is the Lot Owner of a Lot, all such persons or entities shall be members. If any Lot is sold on a Land Contract, the Land Contract purchaser shall be considered the Lot Owner. Those having any interest in a Lot merely as security for the performance of an obligation are not considered to be the Lot Owner, as defined herein.

1.11 "Maintenance Charge" shall mean the payments provided for in Section 4.

1.12 "Member" shall mean and refer to those persons entitled to membership in the Association, as provided in this Declaration.

1.13 "Plat" shall mean and refer to the plat of the subdivision, recorded, or to be recorded, in the Office of the Wayne County Register of Deeds.

1.14 "Subdivision" shall mean and refer to Lots 1 through 12, inclusive, of the proposed Pickford Meadow Subdivision, as legally described in Exhibit A.

SECTION 2 -  
BUILDING & USE RESTRICTIONS FOR THE SUBDIVISION

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

2.1 Use of Lot.

All Lots shall be used for single-family residential purposes only, and no building of any kind whatsoever shall be erected, re-erected, moved, or maintained thereon, except one single-family dwelling house and appurtenant attached structures on each Lot, as hereinafter provided. Each house shall be designed and erected for

occupation by a single private family. A private attached garage for the sole use of the occupants of the Lot, upon which the garage is erected, must also be erected and maintained. Lessees of any Lot shall be subject to the terms and conditions of this Declaration, the By-Laws, and all rules and regulations promulgated pursuant to this Declaration and the By-Laws, all of which shall be incorporated into the Lease of any lot by reference, and any violation of the same by a Lessee shall be deemed to be a violation by the Lessor-Lot Owner and subject that Lot Owner to the same penalties and sanctions as if the Lot Owner himself violated the Declaration, By-Laws, or any rules and regulations.

### **2.2 Style of Building.**

The architecture and design of any building or structure on any lot within the Subdivision shall follow the style of "Traditional", as defined within the construction industry, specifically excluding, without limitation, any structure that follows a modern or contemporary design, flat-roofed home, or shed roof, no quad-level or tri-level building shall be constructed within the Subdivision.

### **2.3 Character and Size of Building.**

No dwelling shall be permitted on any lot unless:

A. In the case of a one-story building, the living area thereof shall be no less than two thousand two hundred (2,200) square feet;

B. In the case of a two-story building, the living area thereof shall be no less than two thousand eight hundred (2,800) square feet;

C. In the case of a one and one-half (1-1/2) story building, the living area thereof shall be no less than two thousand six hundred (2,600) square feet; and,

D. The square footage of any building will not exceed six thousand five hundred (6,500) square feet. The size of the building must be in proportion to the size of the Lot, and the adjacent Lot's buildings, if built.

The Architectural Review Committee may, under exceptional circumstances, grant a request to construct or expand a building which size is greater than six thousand five hundred (6,500) square feet, if the Architectural Review Committee believes, in its sole opinion, that the building, lot, and circumstances are of a special and unique character and situation, that such exception would not be detrimental to the subdivision. The Architectural Review Committee may deny a request for a building if it determines that the building is too large for the Lot, even though the square footage of the building does not exceed the maximum size requirements herein.

All computations of square footage for determination of the permissibility of erection of a residence under this section shall be exclusive of basements, attics, garages, patios, porches, or similar areas which are not normally classified as living areas. No building greater than two and one-half (2-1/2) stories shall be constructed.

#### **2.4 Garages.**

All garages shall be attached and architecturally related to the dwelling. Garage doors shall not face the street on which the residence fronts. The Architectural Review Committee may grant such exceptions to this Restriction as it deems suitable. No garage shall provide space for less than two (2), nor more than four (4) automobiles.

#### **2.5 Lot Splits.**

No parcel may be sub-divided or split. Any transfer, conveyance, or assignment of any Lot as shown on the original Plat shall be transferred as a total parcel, with no portion thereof being allowed to be transferred, conveyed, or assigned as a separate parcel or in conjunction with another Lot.

#### **2.6 Combination of Lot.**

No Lot or portion of a Lot shall be combined with another Lot to form a larger parcel. Each of the 12 Lots platted shall have one dwelling constructed upon the Lot.

**2.7 Minimum Yard Requirements.**

No building on any lot shall be erected nearer than:

- A. Forty (40) feet from the front lot line; nor,
- B. Fifteen (15) feet from the side lot line; nor,
- C. Fifty (50) feet from the rear lot line.

Approval of a variance by the Architectural Review Committee permitting front, rear, or side yards smaller than the above minimums shall be deemed a valid waiver of this Restriction; however, Lot Owner shall be required to still comply with the Township front, rear, and side yard requirements, unless a variance has been obtained through the Township.

**2.8 Exterior Surface of Dwellings.**

The visible exterior walls of all structures on the Lot shall be made of brick, split fieldstone native to Michigan, dry-vit (or its equivalent), wood (painted, treated, or stained), stucco, natural cedar, or any combination thereof. No structure shall have a visible exterior wall, which is not finished with any of the aforesaid, and all other materials shall not satisfy this requirement, including, without limitation, cinder block, Texture one-eleven (T1-11), no reverse board and batten, any type of masonite, pressboard, or clapboard siding, vinyl siding, aluminum siding, cement block, asphalt, slag, plywood, or imitation brick.

**2.9 Septic Tanks.**

No septic tank systems shall be dug, installed, constructed, or maintained on any Lot.

**2.10 Fences and Walls.**

No fence, wall, or solid hedge may be erected, grown, or maintained in front of, or along the front building line of any Lot; provided, however, that low ornamental walls (of less than 2-1/2 feet in height at normal grade, not on a berm), in architectural harmony with the design of the building, may be erected.

All ornamental walls must be constructed of brick, stone, or materials used in the construction of the exterior of the

structure, and must be attached to the structure. However, unattached structural retaining walls and walls as part of a landscaping plan may be approved by the Architectural Review Committee.

No fences of any kind may be erected, constructed, or maintained anywhere within the Lot, except for surrounding swimming pools, or otherwise as required by law, and in such event, such fences must be wrought-iron, and location of said fence shall be approved by the Architectural Review Committee.

#### **2.11 Driveways and Walkways.**

All driveways, aprons, parking areas, and walkways must be paved with black asphalt, brick pavers, or combination thereof, and shall be of a curved configuration (no circular drive shall be required). The driveways must be completed within six (6) months from the date of the issuance of any Township-issued occupancy permit.

#### **2.12 Sidewalks.**

No sidewalks shall be installed by any Lot Owner, unless sidewalks are required by the Township of Northville; in the event that the Township requires the installation, construction, and maintenance of sidewalks, the individual Lot Owners shall be responsible for the cost and expense of so constructing, installing, and maintaining said sidewalks.

#### **2.13 Signs.**

No sign or billboard of any kind shall be placed, erected, or maintained on any Lot, except one sign of not more than five (5) square feet shall be allowed, advertising the property for sale, which sign shall be removed within ten (10) days after a Purchase Agreement has been entered into.

**2.14 Animals.** No farm animals, livestock, poultry, or wild animals shall be kept, raised, bred, or harbored on any lot, nor shall any animals be kept or bred for commercial purposes. Domestic animals commonly deemed to be household pets (including, without limitation, dogs, cats, exotic birds, tropical fish) may



be kept by the Owner and members of his household, so long as such pets shall have such care, so as not to be objectionable or offensive to others, due to noise, odor, or unsanitary conditions.

**2.15 Weapons.**

No lot owner or his invitees or guests, shall use or discharge within the Subdivision, any B-B guns, firearms, rifles, shotguns, handguns, or pellet guns.

**2.16 Refuse.**

No lot owner shall allow the lot to be used or maintained as a dumping ground for rubbish, trash, brush, garbage, or other waste. All refuse shall be kept in sanitary containers, properly concealed from public view. Garbage containers shall not be left out at the roadside for more than 24 hours in any seven-day period.

**2.17 Maintenance of Improvements.**

Each lot owner shall keep all improvements on his lot in good condition and in good repair at all times.

**2.18 Nuisances.**

No noxious or offensive activity or condition shall be carried on or allowed to exist on a Lot Owner's lot or within the Subdivision, nor shall anything be engaged in, performed, or done thereon, which may be or become an annoyance to any Lot Owners of the Subdivision.

**2.19 Presence of Utility and Recreational Vehicles.**

No utility vehicles or equipment, pleasure vehicles or equipment, recreational vehicles or equipment, or commercial vehicles or equipment, including, but not limited to, mowers, tractors, other lawn or garden equipment, campers, boats, boat trailers, house trailers, mobile homes, truck tractors, trailers, motor vehicles with commercial license plates, or motor vehicle vans greater than twelve (12)-passenger in size, buses, unlicensed motor vehicles, or non-functioning motor vehicles shall be stored or parked on any Lot, unless stored fully enclosed within an attached garage. This restriction allows for the occasional non-recurring temporary parking or storage of the aforesaid excluded

items on a Lot for a period not to exceed 72 hours in any period of thirty (30) consecutive days.

**2.20 Laundry.**

No laundry shall be hung for drying outside the dwelling, where it is visible from the roadway.

**2.21 Swimming Pools.**

No swimming pool may be built which is higher than one (1) foot above the final lot grade. No swimming pool may be built, unless some portion of the pool is within twenty (20) feet of the residence; this restriction may be varied by the Architectural Review Committee, based upon the circumstances of the individual lot. All swimming pools must be constructed so that they drain into either the sanitary sewer or storm sewer system only.

**2.22 Exterior Lighting.**

No exterior lighting shall be installed or directed so as to disturb the occupants of neighboring lots or impair the vision of traffic on any street.

**2.23 Antennas.**

No radio, television, or other communication antennas of any type will be installed on or outside of any residence. Antennas may be installed or placed in the interior of any residence.

**2.24 Trees and Soil.**

No living tree of more than six (6") inches in diameter at three (3') feet above the ground shall be removed or cut without the prior written consent of the Architectural Review Committee. No surface soil shall be dug or removed from any lot for purposes other than building and landscaping on said lot without the prior written consent of the Architectural Review Committee.

**2.25 Temporary Structures.**

Trailers, shacks, barns, tents, or any temporary buildings of any description whatsoever are expressly prohibited, and no temporary occupancy shall be permitted in unfinished buildings. Tents for entertainment or recreational purposes are permitted for periods not to exceed forty-eight (48) hours. Construction trailer

may be permitted for use during the term of construction, upon approval of the Architectural Review Committee and the Township.

**2.26 Lease Restrictions.**

No Lot Owner shall lease and/or sublet less than the whole of any dwelling on said lot. No lease shall be for a period less than one (1) year.

**2.27 Destruction of Building by Fire, Etc.**

Any debris resulting from the destruction in whole or in part of any dwelling or building on any lot shall be removed with all reasonable dispatch from such lot in order to prevent an unsightly or unsafe condition.

**2.28 Landscaping.**

Any Lot Owner receiving any Certificate of Occupancy of a newly constructed residence upon any lot between September 1 and May 1 shall have his lawn finished, graded, and seeded or sodded by the next June 30. Any Lot Owner receiving any Certificate of Occupancy of a newly constructed home between May 1 and August 30 shall have his lawn finished, graded, seeded, or sodded within sixty (60) days of the issuance of said Certificate of Occupancy. The Lot and the right-of-way contiguous to each lot shall be kept free of weeds by the Owner and shall be well maintained at all times. Each lot shall have underground automatic sprinkling systems installed (to be located where applicable), which shall be maintained so as to be operational.

**2.29 Commencement of Building.**

Upon Declarant transferring ownership interest in a lot, either by Deed or Land Contract, to either a Builder or Lot Owner, the Builder or Lot Owner must obtain Architectural Review Committee approval, issuance of a building permit by the Township of Northville, and actually commence construction of the building on the lot within 365 days from the date of closing.

**2.30 Construction Completion.**

The construction of a new building, improvements, changes, or alterations to an existing building, or repair or replacement of

any building damaged by fire or otherwise, shall be completed as rapidly as possible; however, in no event shall said construction completion exceed 730 days from the date of the issuance of a building permit or commencement of construction, whichever date shall occur first. Failure to complete construction and obtain a final occupancy permit within the time period set forth herein shall entitle the Association the right to require the uncompleted building to be demolished and removed at the sole cost and expense of the Lot Owner. The Association shall be entitled the right to obtain judicial relief in the enforcement of this Restriction, including, without limitation, obtaining an order requiring the demolition and removal of the uncompleted structure at the sole cost and expense of the Lot Owner, in addition to any other remedies available at law or in equity, or as allowed herein.

**2.31 Decks.**

The total square footage area of decks, patios, and porches shall be in proportion to the building, lot size, and lot topography, as determined by the Architectural Review Committee.

**2.32 Windows and Doorwalls.**

Windows and doors made of unpainted aluminum or non-factory painted aluminum are prohibited.

**2.33 Chimneys.**

All chimneys intended for live fires shall have flues lined through the entire height, with standard clay lining or other fire resistant material. No prefabricated chimney shall be installed or maintained. No trash shall be burned on any Lot. No water heater, furnace, or other utility flue or other type of exhaust flue shall be vented through roof directly; same must be vented into chimney, or vented out the side of structure as allowed by code.

**2.34 Underground Lines.**

All utility lines, including electric, gas, telephone, and cable television, must be installed underground.

**2.35 Mailbox.**

All mailboxes installed on a Lot must be uniform in size, color, and materials, as determined by the Architectural Review Committee, who must approve said mailbox plans before installation.

**2.36 Basketball Backboards.**

No basketball backboard shall be installed on any portion of the building. Basketball backboards shall be allowed and must be freestanding, backboard made of acrylic, and/or other transparent materials.

**2.37 Floodplains.**

The recorded Plat of Pickford Meadow Subdivision indicates the floodplain of the Johnson Drain and its tributaries within, at, and below the contour line therefore shown thereon, to-wit: elevation 812.9(N.G.V. datum) at the upstream plat limit, to elevation 812.4(N.G.V. datum) at the downstream plat limit, established by the Department of Natural Resources of the State of Michigan. Plan approval shall be based on the aforesaid floodplain elevations, or as same shall be amended and established by the Township of Northville, as determined by Township engineers. For any lots within the Subdivision, no grading, filling, excavating, paving, or other occupation of the floodplain area shall take place without the prior approval of the Michigan Department of Resources and the Township of Northville. Unless waived by the Michigan Department of Natural Resources and the Township of Northville, the following standards shall apply to each building constructed in the floodplain. All buildings used or capable of being used for residential purposes and occupancy within or affected by the flood plain of Pickford Meadow Subdivision shall:

- A. Have lower floors, excluding basements, not lower than the elevation of the contour defining the floodplain limits; and,
- B. Have openings into the basement not lower than the elevation of the contour defining the floodplain limits; and,
- C. Have basement walls and floors, below the elevation

of the contour, defining the floodplain limits, water tight, and designed to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the floodplain limits following methods and procedures outlined in Chapter 5, Type A Construction, and Chapter 6 for Class 1 Loads Found in "Flood-Proofing Regulations" EP1165 2 314, prepared by the Office of the Chief of Engineers, U.S. Army, Washington, D.C., June, 1972. Figure 5, Page 14.5 of the regulations show typical foundations, drainage, and waterproofing details. This document is available, at no cost, from the Department of Natural Resources, Land and Water Management Division, P.O. Box 30028, Lansing, Michigan 48909, or Department of the Army, Corps. of Engineers, Publications Dept., 890 S. Pickett, Alexandria, VA 22304; and,

D. Be equipped with positive means of preventing sewer backup from sewer lines and drains which serve the building; and,

E. Be properly anchored to prevent floatation.

The Lot Owner and/or occupany of each Lot shall maintain the surface area of easements within his property, including the floodplain of the Johnson Drain, indicated on the Plat of Pickford Meadow Subdivision, to keep grass and weeds cut, to keep the area free of trash, debris, bushes, brush, and plantings, and, further, shall take such action as may be necessary to eliminate or minimize surface erosion, including erosion of the slopes within the flood plain of the Johnson Drain, above-described, and to prevent siltation thereof.

The Township of Northville may, from time to time, adopt standards more stringent than the foregoing. No plan approval shall be granted in conflict with the standards adopted by the Township of Northville.

The provisions of this section may not be amended, except for amendments to conform with changes in the rules and regulations of the Michigan Department of Natural Resources, and shall not expire upon the termination of this Declaration.

**SECTION 3 -  
ESTABLISHMENT AND DEDICATION  
OF HOMEOWNERS ASSOCIATION**

**3.1 Establishment of Non-Profit Michigan Corporation as the Pickford Meadow Homeowners' Association.**

There is hereby established an Association of Lot Owners of lots 1 through 12, inclusive, Pickford Meadow Subdivision, to be known as Pickford Meadow Homeowners Association ("Association"). The Association shall be incorporated and organized at any time not later than when seventy-five (75%) percent of the Lots are owned by persons other than the Declarant or any builder. The Association shall be organized as a non-profit corporation for perpetual term under the laws of the State of Michigan and shall have such powers as enumerated in this Declaration, as well as those set forth in the Corporate Articles and By-Laws of the Association, and as allowed by law.

**3.2 Membership.**

Every Lot Owner shall automatically, by virtue thereof, become a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of a Lot.

**3.3 Voting Rights.**

Each Lot Owner shall be entitled to one vote for each Lot owned. When more than one person owns an interest in a lot, all such persons shall be members of the Association; however, only one vote shall be allowed for each Lot, and the vote for such lot, when more than one person owns an interest in a Lot, shall be exercised by the designated representative of the Co-Lot Owners, as they shall determine. The name of the designated representative of the Co-Lot Owners shall be provided to the Association in writing, at least ten (10) days prior to any meeting, at which said designee intends to vote, or the name of the designated representative may be provided to the Association at the time of the meeting if all Co-Lot Owners are present at the meeting, and the majority thereof agree as to the designated representative for the Lot. In no event shall more than one vote be cast with respect to any one Lot. If notice of a designated representative is not properly given, the vote related to a Lot will be suspended in the event more than one

persons seeks to exercise said vote.

#### **3.4 Adoption of By-Laws.**

The Association shall adopt By-Laws for the purposes of providing for the election of Officers and Directors, the conduct of meetings, and the government of the Association, which shall comply with all requirements of the Michigan Non-Profit Corporations Act.

#### **3.5 Compliance with By-Laws.**

Any sale or purchase of a lot in this Subdivision shall be subject to such By-Laws for the Association, as are hereafter established or amended, supplemented, or modified, and each Lot Owner agrees to abide by, and observe such By-Laws. After the initial Association By-Laws have been created, said By-Laws may be amended or modified upon the affirmative vote of at least seventy-five (75%) percent of the Lot Owners, but such amendment, supplement, or modification shall not have retroactive effect.

#### **3.6 Rules and Regulations.**

The Association, by way of its By-Laws, may grant power to its Board of Directors to promulgate rules and regulations specifically authorized hereunder, and such other rules and regulations as may be reasonably necessary or helpful to achieve the quality of living in the Subdivision desired by the Association. All Lot Owners and their guests and invitees shall abide such rules and regulations, and failure to so abide by said rules and regulations may result in the Board of Directors being granted authority to enforce the rules and regulations to the extent, without limitation, of suspending the rights of the violating Lot Owner and their guest and invitees to use the common areas, and Lot Owner's voting rights, as well as remedies allowed by law. Lot Owners shall be responsible for their guests and invitees to comply with the rules and regulations.

### **SECTION 4 - ESTABLISHMENT OF ASSESSMENT AND LIENS**

#### **4.1 Creation of the Lien and Assessments.**

As a member of the Association, and in consideration of having



the right to use the common area, each Lot Owner, by acceptance of a deed or execution of sales documents to purchase a Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual general assessments, (2) special assessments, (3) costs, and (4) fines established through rules and regulations created through the Board of Directors for the Association. Such assessments shall be established and collected as hereinafter provided. The general and special assessments, fines, and costs (which shall consist without limitation, as interest on the unpaid assessment or fine, at the highest rate permitted by law, recording fees, filing fees, and reasonable attorney's fees), shall be a charge on the Lot, and shall be a continuing lien upon the Lot against which each such assessment, cost, and fine is made. Each such assessment, cost, and fine, together with interest thereon, at the highest rate permitted by law, recording fees, filing fees, and reasonable attorney's fees and expenses of suit, shall also be the personal obligation of all persons who were the Lot Owners of such Lot at the time such assessment fee and/or fine shall be due. The obligation of the Declarant and each Builder as to assessments and fines is separately set forth in 4.3 of this section.

#### **4.2 Purpose of Assessments.**

The assessments and fines levied by the Association shall be used exclusively to promote the recreation, health, safety, welfare, common benefit, and enjoyment of the Lot Owners in the Subdivision, and in particular, for the improvement and maintenance of the Common Areas now or hereafter owned by the Association, for the payment of taxes and special assessments relating to the Common Areas, and facilities thereon, and other property under the control of the Association, including any Subdivision entrances, for planting and maintenance of trees, shrubs, and grass; the acquisition of additional common areas; for construction, operation, and maintenance of recreational facilities; for caring for vacant Lots; for maintaining drainage facilities which service

the Subdivision, whether inside or outside of the Subdivision boundaries; for providing community services, and for obtaining insurance for the protection of the Lot Owners, Association Directors, and Committee Members, and for establishing and maintaining appropriate reserves for those purposes; and for the construction, operation, and maintenance of all easements.

**4.3 Rate of Assessment.**

Both the general and special assessments shall be set by the Board of Directors at a uniform rate for all lots. However, notwithstanding anything to the contrary contained herein or elsewhere in this Declaration, no assessment shall be levied against a Lot owned by the Declarant or any Builder, except that Builder shall be assessed in the same manner as any other Lot Owner one (1) year after the date the Builder has acquired an interest in the Lot.

**4.4 Maximum Annual Assessment.**

The annual assessments shall not exceed the following amounts:

A. Until January 1 of the year immediately following the first conveyance of a Lot to a Lot Owner, excluding Builders, the maximum annual assessment shall be \$400.00 per Lot;

B. From and after January 1 of the year immediately following the first conveyance of a Lot to any Lot owner, excluding Builders, the annual assessment may be increased each year without a vote of the members by an amount of not more than ten (10%) percent of the assessment for the previous year; and,

C. From and after January 1 of the year immediately following the first conveyance of a Lot to a Lot Owner, excluding Builders, the annual assessment may be increased by an amount in excess of ten (10%) percent only by a vote of fifty-one (51%) percent of the members or a proxy entitled to cast votes, at a meeting of the Association duly called for that purpose.

**4.5 First Assessment and Working Capital Fund.**

Upon purchasing any Lot from the Declarant or a Builder, a Lot Owner other than a Builder shall be liable for the assessment for

the year in which the Lot is purchased, which shall be pro-rated to the date of closing and payable upon closing. Such Lot Owner shall also be liable to the Association for one-time assessment of Two Hundred (\$200.00) Dollars for working capital, which shall be payable upon closing, which shall be non-refundable or assignable.

**4.6 Special Assessments for Acquisitions and Capital Improvements.**

In addition to the annual assessments authorized above, the Association may levy against each Lot Owner in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any acquisition of land or easements to be added to the common areas, the construction, reconstruction, repair, or replacement of any improvement upon the common areas and other areas under the control of the Association, including Subdivision entrances and easements or for other purposes. Any special assessment shall have the consent of members or of proxies entitled to cast fifty-one (51%) percent of the votes at a meeting duly called for that purpose.

**4.7 Notice and Quorum for Actions Authorized Under 4.4 and 4.6.**

Written notice shall be sent to all members not less than fifteen (15) days, nor more than thirty (30) days in advance of any meeting called for the purpose of taking any action authorized under 4.4 or 4.6 of this Article. At the first such meeting called, the presence of members or proxies entitled to cast fifty (50%) percent of the vote shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum of the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

**4.8 Notice of Annual Assessments and Due Date.**

The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period and determine whether the annual assessment will be payable on a monthly, quarterly, semi-annual or annual basis. Written notice of the annual assessment shall be sent to every Lot Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

**4.9 Effective Non-Payment of Assessments; Remedies of the Association.**

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate permitted by law. The Association may bring an action against the Lot Owners personally obligated to pay the same or foreclose the lien against the Lot; in addition to the delinquent assessment and interest thereon, the Association shall be entitled to recover all costs incurred in the collection of said indebtedness, including, without limitation, recording fees, filing fees, court costs, and reasonable attorney's fees. No Lot Owner may waive or otherwise avoid liability for the assessments by non-use of the common areas or abandonment of his Lot.

**4.10 Exempt Property.**

All common area and all other property exempt from taxation by state or local governments or dedicated for public use, shall be exempt from the assessment, fines, costs, and lien created herein.

**4.11 Subordination of the Lien to Mortgages.**

The lien of the assessments, fines, interest, and costs provided for herein shall be subordinate to the lien of any first

mortgage and to any other contractual lien as to Lots owned by the Declarant. Sale or transfer of any Lot shall not affect the lien or liability thereof. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien but not the obligation for payment of such assessments as to payments which became due prior to such sale or transfer.

**4.12 Right of the Township or County to Assess.**

If the Association fails to levy and collect an assessment for maintenance, and it becomes necessary for the Township or County to incur expenses related to maintenance, the Township or County shall have the right to be subrogated to the powers of the Association to levy and collect assessments and to enforce liens for the collection of such assessments.

**SECTION 5 - ARCHITECTURAL REVIEW**

**5.1 Architectural Review Committee (the "Committee").**

The Declarant shall constitute the Architectural Review Committee until ninety (90%) percent of the Lots have been sold to Lot Owners other than builders. After ninety (90%) percent of the Lots have been sold to Lot Owners other than Builders, the Board of Directors of the Association may select by majority vote three (3) persons which shall compose the committee. Committee members are not required to be members of the Association, and may be employees, officers, directors, agents, or affiliates of the Declarant. Each member of the Committee shall serve until he resigns or is replaced by a subsequent appointee by the Board of Directors of the Association. Neither the Declarant nor the Committee shall have any liability whatsoever for any acts or omissions on their part in their capacity as a committee member, including, without limitation, for the approval or disapproval of any plans or specifications.

**5.2 Committee Approval.**

No building, fence, wall, swimming pool, deck, greenhouse, outdoor lighting, or mailbox or other structure, landscaping, or exterior improvements shall be commenced, erected, maintained,

removed, or demolished on any Lot, nor shall any exterior addition to or change or alteration therein or change in the exterior appearance thereof or change in landscaping be made until Lot Owner has submitted all required documents and information to the Committee, and the Committee has approved in writing Lot Owner's request.

**5.3 Preliminary Plans.**

Preliminary plans may first be submitted to the Committee for preliminary approval.

**5.4 Required Plans, Specifications, and Information for Final Approval.**

Lot Owners shall be required to provide, as a minimum, to the Committee plans, specifications, and information for review and final approval, the following:

A. Complete plans and specifications sufficient to secure a building permit in the Township of Northville, including a dimensioned plot plan showing the Lot, placement of all improvements, and proposed grades which evidence a change of grade at intervals no greater than one-foot change in grade;

B. Plans which disclose front elevation, side elevation, and rear elevation of the structure, plus elevations of any walls and fences;

C. A perspective drawing, if deemed necessary by the Committee, to interpret adequately the exterior design;

D. A complete landscaping plan, which shall include, without limitation, the size, type, and location of shrubbery, trees, and all landscaping materials;

E. Specifications and data as to size, materials, colors, texture of all exteriors, height, shape, and kind of all exterior materials to be used, including, without limitation, roof coverings, walkways, mailboxes, any fences and walls;

F. In addition to the specifications and data as to the exterior materials to be used, Lot Owner shall provide samples and color charts when reasonably available; and,

G. Any other data, drawings, or materials which the committee requests in order to fulfill its function.

All plans, specifications, data, plot plans, samples, drawings, and surveys submitted for Committee review and approval, shall become the sole and exclusive property of the Association, and shall not be required to be returned to the Lot Owner applicant.

**5.5 Compliance with Building and Use Restrictions.**

No approval by the Committee shall be valid if the structure or improvement violates any of the restrictions set forth in Section 2 of this Declaration, except in cases where waivers have been granted, as provided for in the said section.

**5.6 Disapproval of Plans or Improvements.**

The Committee may disapprove plans and/or specifications because of non-compliance with any of the restrictions set forth within this Declaration, or because of dissatisfaction with the grading and drainage plan, the location of the structure on the Lot, the materials used, color scheme, finish, design, proportions, shape, height, size, style, type, landscaping, or appropriateness of the proposed improvement or alteration, materials used therein, the kind, shape, or type of roof proposed to be placed thereon, the number of trees that must be removed, the degree of terrain alteration involved, the greater elevation of the structure, or because of its reasonable dissatisfaction with any matter or thing which, from the judgment of the Committee, would render the proposed improvement or alteration inharmonious with, or out of keeping with, the objectives of the Committee, the Subdivision, or with improvements erected or to be erected on other Lots in the Subdivision, including purely aesthetic considerations.

**5.7 Submission of Required Plans, Specifications, and Information, and Payment of Review Fee.**

Any Lot Owner or agent of Lot Owner submitting plans, specifications, and information as required in 5.3 for committee review, shall provide one copy of each required item to the

Registered Agent of the Association and one copy to at least one member of the Committee. The applicants to obtain proper submission of plans, specifications, and information shall be required to obtain a signed and dated receipt from the Registered Agent and one committee member acknowledging what has been submitted and received as of said date and must pay in advance the review fee and any additional sums the Committee or Directors require in advance to retain consultants, experts, or other professionals. If a Committee has not been appointed by the Board of Directors, the submission requirement set forth herein shall be satisfied upon submission to the Registered Agent of the Association. If the Association has not been commenced at the time of submission and request, the submission requirement shall be satisfied upon delivery of the required plans, specifications, and information to the Registered Agent of the Declarant.

#### **5.8 Approval Time Schedule.**

In the event the Committee fails to approve plans, request additional information, or disapprove plans within thirty (30) days after proper submission and payment of review fees and additional fees requested, then such approval will not be required, but all other limitations, conditions, and restrictions set forth in the Declaration shall apply and remain in force as to such plans.

#### **5.9 Committee Approval.**

Committee approval shall be deemed given if the plans, specifications, and information submitted for approval are marked or stamped as have been finally approved by the Committee and are dated and signed by two (2) members of the Committee who are validly serving on the Committee on the date of such approval, and all actual expenses and costs incurred by the Committee with regard to the plans, specifications, and information have been paid to the Committee.

#### **5.10 Review Fee.**

The Committee may charge a review fee of a maximum of Two Hundred Fifty (\$250.00) Dollars to any Lot Owner, Builder, or



authorized agent of Lot Owner for the purpose of reviewing plans for the construction of the residence. In addition to said review fee, the Committee may require the Lot Owner, Builder, or authorized agent who is submitting plans, specifications, and information to the Committee for review and approval, to be charged and obligated to pay all actual expenses of the Committee, including, without limitation, professional review fees of independent consultants, experts, surveyors, attorney's fees, and other professional fees.

The review fee charged by the Committee shall be paid to the Association, and the Board of Directors shall determine how the review fee shall be utilized.

#### **5.11 Construction Completion.**

Upon the completion of the proposed plans and specifications, the Applicant, upon request of the Committee or the Board of Directors, shall be required to supply proof, including, without limitation, a certificate from a licensed architect that the improvements have been constructed as shown on the approved plans, specifications, and information. The cost of providing the aforesaid proof shall be the sole obligation of the Lot Owner to the lot where such improvements have been made. If the Lot Owner refuses or neglects to provide said proof within thirty (30) days after said written request to the Lot Owner at Lot Owner's last-known address by First-Class Mail, the Committee or Board of Directors are authorized to retain such architect or person necessary in order to make the required determination and issue said certification report; said cost and expense to obtain said report shall be charged to the Lot Owner and assessed as a lien against said Lot, as is authorized for general and special assessments in Section 4.

#### **5.12 Committee Liability.**

In no event shall either Declarant, Association Directors, or the Architectural Review Committee have any liability whatsoever to anyone for their approval or disapproval of plans,

specifications, or information that has been submitted, whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty, or otherwise. By way of example, neither Declarant, Association Directors, nor the Architectural Review Committee shall have liability to anyone for approval of plans, specifications, information, or the like which are not in conformity with the provisions of this Declaration, or for disapproving plans, specifications, information, or the like which arguably are in conformity with the provisions hereof.

**SECTION 6 -  
DEDICATION OF, AND PROPERTY RIGHTS IN, COMMON AREA**

**6.1 Dedication of Common Area.**

The Declarant hereby dedicates and conveys to each Lot Owner of a Lot in the Subdivision a right and easement of enjoyment in and to the common area (also referred to on plot plan as "park area") which shall remain in its natural condition; and hereby covenants that within ten (10) years after the date the plat has been recorded, it will convey the common area to the Association, free and clear of all liens and encumbrances, except as set forth herein. Title to the common area shall vest in the Association, subject to the rights and easements of enjoyment in and to such common area by the Lot Owners. Said easement of enjoyment shall not be personal, but shall be considered to be appurtenant to the lot, and shall pass with the title to the lots, whether or not specifically set forth in the deeds of conveyance of the lots.

**6.2 Lot Owner's Easement of Enjoyment.**

The Declarant hereby grants to each Lot Owner and his respective successors and assigns, appurtenant, non-exclusive and perpetual easements for pedestrian ingress and egress over the common areas.

**6.3 Limitations of Easements.**

The rates and easements of each Lot Owner in and to the common areas shall be subject to the following prior rights of the Association, the Declarant and/or third parties in addition to other limitations set forth in this Declaration:

A. The right of the Association to levy and collect assessments, as set forth within this Declaration;

B. The right of the Association to suspend the voting rights and right to use the common areas by a Lot Owner for any period during which any assessment against his Lot, or fines, fees, or charges to Lot Owner, remains unpaid and for any infraction by a Lot Owner of the Association's published rules and regulations for the duration of the infraction for an additional period thereafter not to exceed sixty (60) days;

C. The right of the Association to grant easements, over, under, or across any part of the common areas or to dedicate, grant, or transfer all or any part of the common areas to any public agency, authority, or utility for such purposes, and subject to such conditions as may be agreed to be the members. No such dedication, grant, or transfer shall be effective unless an instrument agreeing to such dedication, grant, or transfer signed by the Declarant if the Declarant has an ownership interest in any lot at the time of the grant, and fifty-one (51%) percent of the members that have been recorded.

**6.4 Declarant's Right to Dedicate or Transfer Property.**

The Declarant reserves the right to dedicate or transfer all or any part of the common areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be required by law or in the best interests of the Subdivision, as determined by the Declarant.

**6.5 Delegation of Use.**

Any Lot Owner may delegate, in accordance with the By-Laws, his right of enjoyment and use to the common areas to the members of his family, invitees, his tenants, or purchasers who reside on his lot, subject to this Declaration, the By-Laws and any rules and regulations promulgated pursuant to either of them, provided, said Lot Owner has not had his rights suspended.

**6.6 Utility and Storm Drainage Easement.**

The Declarant hereby dedicates and reserves the following

easements:

A. Easements for the installation, maintenance, repair, replacement, modification, use, and/or removal of utilities, underground television cable, telephone lines, sanitary and storm sewer lines, water mains, waterlines, drainage lines, surface drainage swales, and any other improvements which would serve the Subdivision, are reserved to the Declarant and its successors or assigns, in, on, under, and over the areas as shown on the Plat, and also in, on, under, and over a strip of land in width as designated on the plat on each side of and along the Pickford Avenue roadway dedication to Wayne County.

B. Private easements for public utilities are granted and reserved, as shown on the plat.

The use of all or part of such easements may, at any time or times hereafter, be granted or assigned by the Declarant or its successors or assigns, to any person, firm, corporation, governmental unit, or agency which furnishes such services or utilities.

No buildings may be constructed or maintained over or on any easements; provided, however, that after the aforementioned utilities have been installed, planting, fencing (where permitted), or other lot line improvement shall be allowed, so long as they do not violate the provisions of this Declaration, and do not interfere with, obstruct, hinder, or impair the drainage plan of the Subdivision, and so long as access be granted, without charge or liability for damages, for the installation, maintenance, repair, replacement, modification, and/or removal of the utilities, drainage lines, and/or additional facilities.

#### **6.7 Necessity Easement.**

Declarant hereby reserves an easement for itself and the Association, to enter upon any Lot, if necessary, to install, construct, operate, maintain, repair, or replace any common facility, such as utilities, whether under or above ground, and for any other proper purpose hereunder.

**6.8 Signage.**

Declarant reserves the right to own and maintain a sign at the entrance of the subdivision, which shall bear the name, "Pickford Meadow", and the words, "An M & S Properties Development". If the sign is dedicated to the Association, the sign or any replacement signs shall continue to bear the aforesaid inscription in prominent letters.

**6.9 Easement Restriction.**

No Lot Owner shall be permitted to grant any right-of-way or easement across his lot to any person or to benefit any parcel of property, except to exclusively benefit another lot within the Subdivision. The foregoing Restriction shall not include the usual utility easements.

**SECTION 7 -  
RESTRICTIONS ON THE USE OF COMMON AREA**

**7.1 Litter and Pollution.**

No Lot Owner shall throw or allow to accumulate, on his or any other Lot or the common area, trash, refuse, or rubbish of any kind. No Lot Owner shall dump or otherwise dispose of chemicals, motor oil, paint, gasoline, or petroleum distillates in, over, or within the Subdivision or the sanitary or storm sewer drains serving the Subdivision.

**7.2 Liability.**

The Association may maintain liability insurance in sufficient amounts for the purpose of protecting itself, as well as the Lot Owner, the Declarant, and the Builders from the burden of any liability resulting from accidents which may cause death or injury to anyone or damage or casualty to personal property while in the common area or on any property under the jurisdiction or control of the Association.

**7.3 Published Rules.**

The Association may promulgate rules and regulations specifically authorized hereunder and such other rules and regulations as may be reasonably necessary or helpful to achieve the quality of living in the Subdivision desired by the Declarant

and the Association. All Lot Owners and their guests and invitees shall abide by such rules and regulations.

**SECTION 8 -  
GENERAL PROVISIONS**

**8.1 Fines.**

If any Lot Owner or its agent, representative, guest, or employee have, through act or omission, been in violation of any of the provisions of the Declaration of Easements, Covenants, and Restrictions for Pickford Meadow Subdivision, or any of its rules or regulations, the Lot Owner shall be obligated to pay to the Association fifty and no/100 (\$50.00) dollars per day per violation, commencing ten (10) days after the date of mailing of notice of violation, by first-class mail, with proper postage affixed thereto, by the Association, which fines shall continue to accrue daily until said violation is terminated. The fines that have accrued against the Lot Owner shall become payable to the Association as of the date that they accrue, and immediately thereafter, shall become a lien against the Lot Owner's Lot, and enforceable in accordance with the provisions of Section 4.

**8.2 Enforcement.**

For violation or breach of any of the provisions herein, or of the rules and regulations as imposed by the Association, the Declarant and/or the Association shall have the right to proceed at law or in equity to compel compliance with the terms hereof and the rules and regulations, or to prevent the violation or breach and to foreclose any lien granted hereunder; such right to enforce provisions hereof and the rules and regulations of the Association, shall include, but not be limited to, the right to prevent or abate such violations, to compel compliance with the terms hereof, to enter upon any land within the Subdivision and correct any condition in and remove any building, structure, or improvement erected, installed, or maintained in violation of the terms hereof. If the Declarant or Association shall fail or refuse to enforce any violation after a request has been made by one or more Lot Owner(s), such Lot Owner(s) shall have the joint and several right

to proceed in law or equity and to have the same rights of enforcement as does the Declarant or Association. Any costs incurred in such action by the Declarant, Association, or Lot Owner(s) seeking to compel compliance herein, shall be chargeable against the violating Lot Owner and shall constitute a lien against the Lot, which cost shall include, but not be limited to, the cost of removing the offending improvements, actual attorney's fees, filing fees, court costs, expert fees, fines, and other litigation expenses.

Failure of the Declarant, the Association, or any Lot Owner to enforce any provisions herein, or rules or regulations, shall in no event be deemed an estoppel or a waiver of the right to do so thereafter.

#### **8.3 Right of Entry.**

The Declarant and/or the Association shall have the right to enter upon any Lot for the purpose of mowing, cutting, weeding, or removing any unsightly growth, which, in the opinion of the Declarant or the Association, detracts from the overall attractiveness of the Subdivision or is hazardous to the health and welfare of the Subdivision; or for the purpose of entering upon to alter, repair, or change any improvement or thing which may be upon the Lot or common area in violation of the provisions herein, or the rules and regulations of the Association, so as to make such improvements or things conformed to such provisions or rules and regulations; or for the purpose of removing any debris or trash from the lot. The Declarant or the Association shall be under no obligation to take the aforesaid affirmative action. The Declarant or the Association may charge the Lot Owner for the entire cost of the work done by or for it, pursuant to the provisions of this section, which shall become payable to the Association upon demand or thereafter become a lien against the Lot Owner's Lot, enforceable in accordance with the provisions of Section 4 hereof.

#### **8.4 Severability.**

Invalidation of any one of the provisions herein by Judgment

or Court Order shall not affect any other provisions which remaining provisions shall continue in full force and effect.

**8.5 Amendment.**

The provisions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date of this Declaration as recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless amended (or removed as allowed herein). This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than sixty-seven (67%) percent of the Lot Owners and thereafter by an instrument signed by not less than fifty-one (51%) percent of the Lot Owners. No amendment may be adopted without the consent of the Declarant at any time in which Declarant owns one (1) or more lots in the Subdivision. Any amendment must be recorded with the Oakland County Register of Deeds before the amendment becomes effective.

**8.6 Assignment or Transfer of Rights and Powers.**

Except as expressly limited by the Declaration, the Declarant reserves the right to assign to the Association, in whole or in part, from time to time, any or all of the rights, powers, titles, easements, and estates hereby reserved or given to the Declarant, including the right and power to approve or disapprove any use, act, proposed action, or any other matter or thing. Any such assignment or transfer shall be made by appropriate instrument, in writing, and such Assignee shall thereupon have the same rights and powers, and be subject to the same obligations and duties as herein given, reserved to, and assumed by the Declarant in connection with the rights, powers and easements so assigned, and such instrument, when executed by such Assignee shall without further act, release the Declarant from all obligations, duties, and liabilities in connection therewith.

**8.7 Appointment of Declarant as Attorney-in-Fact.**

As all Lot Owners, their successors, and assigns, hereby irrevocably appoint the Declarant as their agent and attorney-in-



fact for the purpose of executing a document necessary to allow Declarant to do anything which Declarant is entitled to do under the terms of this Declaration.

**8.8 Additional Signatories.**

The parties who, in addition to the Declarant, sign this Declaration, hereby accept, adopt, confirm, ratify, and subject their respective interests in the Subdivision to the easements, covenants, conditions, and restrictions contained herein.

IN WITNESS WHEREOF, the undersigned having obtained the consent of all the parties with an ownership interest or security interest in the Subdivision, has executed this Declaration on the 20<sup>th</sup> day of ~~February~~ <sup>March</sup> 1990, with the date set forth in the respective acknowledgment.

Witnessed by:

Paul A. Malloure  
Paul A. Malloure

Robert W. Tanke  
Robert W. Tanke

DECLARANT:

M & S Properties, Inc., a Michigan corporation

By: Joseph R. Malloure  
Joseph R. Malloure  
Its: President

STATE OF MICHIGAN )  
                          ) SS  
COUNTY OF WAYNE )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of March, 1990, by Joseph R. Malloure, who is the President of M & S Properties, Inc., a Michigan corporation, on behalf of the corporation.

Monica C. Lauth  
Notary Public Monica C. Lauth  
State of Michigan  
County of: Oakland (ACTING IN WAYNE)  
My Commission Expires: 2-23-94

Witnessed by:

Paul A. Malloure  
Paul A. Malloure  
Robert W. Tanke  
Robert W. Tanke

ADDITIONAL SIGNATORIES:

Joseph R. Malloure  
Joseph R. Malloure  
Nancy A. Malloure  
Nancy A. Malloure, his wife

STATE OF MICHIGAN )  
                          ) SS  
COUNTY OF WAYNE )

The foregoing instrument was acknowledged before me this 20<sup>th</sup>

day of March, 1990, by Joseph R. Malloure and Nancy A. Malloure, his wife.

Monica C. Lauth  
Notary Public Monica C. Lauth  
State of Michigan  
County of: Oakland (ACTING IN WAYNE)  
My Commission Expires: 2-23-94

SUBORDINATION OF MORTGAGEE'S INTEREST

National Bank of Detroit, a ~~United States Corporation~~ national banking association of ~~United States~~ Michigan, hereby joins in the execution of this Declaration of Covenants, Conditions, and Restrictions for Pickford Meadow Subdivision for the sole purpose of subjecting and subordinating its interest in the real estate to the covenants, conditions, easements, and restrictions herein contained.

Witnessed by:  
Andrew W. Straitt  
Andrew W. Straitt  
A. Robert Florio, III  
A. Robert Florio, III

National Bank of Detroit, a ~~United States Corporation~~ national banking association  
By: Russell J. Labruzzo  
RUSSELL J. LABRUZZO  
First Vice President

STATE OF MICHIGAN )  
                              ) SS  
COUNTY OF WAYNE )

The foregoing instrument was acknowledged before me this 22nd day of March, 1990, by National Bank of Detroit, a ~~United States Corporation~~ national banking association, by Russell J. Labruzzo, its First Vice President

Patricia Turnquist-Gruci  
Notary Public  
State of Michigan  
County of: OAKLAND (ACTING IN WAYNE)  
My Commission Expires:

PATRICIA TURNQUIST-GRUCI  
Notary Public, Oakland County, MI  
My Commission Expires Nov. 18 1992

This instrument drafted by, and after recording, return to:  
Nancy Malloure  
Donald L. Samhat, Esq.  
Jerome & Samhat, P.C.  
P.O. Box 648  
Northville, MI 48167  
313/348-4433

EXHIBIT A

A parcel of land in the East 1/2 of the S. 1/2 of the N.W. 1/4 of Section 9, T.1S., R.8E., Northville Township, Wayne County, Michigan, more particularly described as:

Commencing at the center 1/4 corner of said Section 9, T.1S., R.8E., said center 1/4 corner being distant N. 00 degrees 08' 55" E., 2576.43' from the S. 1/4 corner of said Section 9, thence proceeding along the East and West 1/4 line of said Section 9, S. 87 degrees 25' 46" W., 372.09' to the point of beginning of the parcel herein described; thence continuing along said East and West 1/4 line S. 87 degrees 25' 46" W., 951.01' to the Northeast corner of Glen Meadows Sub. No. 1, a subdivision recorded in Liber 90 of Plats, on Page 37 of Wayne County Records; thence N. 00 degrees 11' 48" W., 1162.18'; thence N. 89 degrees 11' 59" E., 533.62' more or less; thence North, 60.0'; thence N. 89 degrees 11' 59" E., 698.10' more or less to the West line of Pickford Ave., as Deeded to the Wayne County Board of Commissioners; thence along said line, South 60.0' more or less to the North line of a parcel recorded in Liber 19093 on Page 192, dated May 9, 1975; thence along said line S. 89 degrees 11' 59" W., 177.90'; thence S. 00 degrees 00' 58" E., 1132.84' to the point of beginning of the parcel herein described. Containing 25.901 acres and being subject to the rights of the public in the Johnson (County) Drain, and also being subject to any easements, restrictions, or conditions of record.