

Re-recorded to insert Liber and Page in Paragraph 13 hereof.

NOV 18 1978 11:58 AM
FOREST E. YOUNG (COO), CLERK OF DEEDS
WAYNE COUNTY, MICHIGAN 48106

NOV 14 1978 11:58 AM
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U.S. DEPT. OF DEEDS
MICHIGAN 48226

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RE-RECORD

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LAKES OF NORTHVILLE SUBDIVISION (342167) L20417-736

Lots 1 through 303, both inclusive, and WATERFORD PARK

BUILDING AND USE RESTRICTIONS

L20294-518

RESTRICTIONS RE: Lakes of Northville Subdivision, Lots 1 through 303, both inclusive, and Waterford Park, part of the South 1/2 of Section 11, T.1S., R.8E., Township of Northville, Wayne County, Michigan, a plat recorded in Liber 98 Pages 41 through 45.

DATED: October 5, 1978.

1. These restrictions are covenants which shall run with the land and shall be binding on all parties hereto and all parties claiming under or through them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless it is on that date or at the end of any such period agreed by a vote of the then owners of a majority of the lots included in the above described land, to change such restrictions in whole or in part or to cancel them. This paragraph shall not apply to the restrictions contained within Paragraph 16, which are to be observed in perpetuity and may not be amended and this paragraph shall not apply to the restrictions contained within paragraphs and subparagraphs thereunder of Paragraph 17C and Paragraph 17D and Paragraph 17E, which are to be observed in perpetuity and amended only upon the written consent of the Township of Northville, its successors or assigns.

2. No lot shall be used except for residential purposes. No building shall be erected; altered, placed or permitted to remain on any lot other than one (1) detached single-family dwelling not to exceed two (2) stories in height and a private garage for not more than three (3) cars.

3. No dwelling shall be permitted on any lot having an area of less than 1500 square feet, exclusive of open porches and garages, for a one-story structure; 800 square feet on the first floor for a 1 1/2 story, and 800 square feet on the first floor for a two-story structure.

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

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

6. No structure of a temporary character, trailer, tent, shack, barn or other outbuildings shall be placed on any lot at any time either temporarily or permanently, except a structure to be used by builders for storage of materials during construction period.

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

8. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than six (6) square feet for advertising the property for sale or rent; except the signs of

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any size may be used by a builder to advertise the property during the construction period.

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

10. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. The use of any incinerator shall be a type which will not discharge offensive odors or ash when burning.

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

12. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said development to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such covenants and either to prevent him or them doing so or to recover damages or other dues for such violations.

13. All public utilities such as water mains, sanitary sewer, storm sewers, gas mains, electric and telephone local subdivision distribution lines, and all connections to same, either private or otherwise, shall be installed underground; provided, however, that above ground transformers, pedestals and other above ground electric and telephone utility equipment associated with or necessary for underground utility installations and distribution systems and surface and off-site drainage channels and facilities, as well as street lighting stanchions, shall be permitted. The said lots 1 through 303, both inclusive, and Waterford Park, above described are, in addition, subject to the terms of a Restriction Agreement recorded in Liber 20400, Pages 638 - 648, Wayne County Records, between the undersigned and the Detroit Edison Company and the Michigan Bell Telephone Company, relating to the installation and maintenance of underground electric and communication service and facilities, and which instruments are, by this reference, incorporated herein.

14. No inoperative vehicles or commercial vehicles, house trailers or mobile trailers, boats and boat trailers shall be permitted to be parked or stored on any lot in said subdivision unless such vehicles are parked or stored in a garage on said lot which conforms to the requirements pertaining to the construction of garage as set forth above.

15. Each owner-occupant shall, within sixty (60) days of receipt of fee simple title, install or cause to have installed seed and mulch or sod or other vegetative growth covering all exposed earth; provided, however, if such fee simple title shall be received between October 1, in any year, and April 15, of the next succeeding year, the obligations as above set forth shall be completed no later than May 15 of the succeeding year.

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16. All buildings used or capable of being used for residential purposes and occupancy which are located in, near or adjacent to or affected by the flood plain of Waterford Pond, said flood plain defined as all land area adjacent to the Pond lying below the elevation of 759.0 (U.S.G.S. Datum) for each lot shall:

(A) Not allow any filling or occupation of the flood plain area without the approval of the Department of Natural Resources.

(B) Have lower floors, excluding basements, not lower than the elevation of the contour defining the flood plain limits.

(C) Have openings into the basement not lower than the elevation of the contour defining the flood plain limits.

(D) Have basement walls and floors, below the elevation of the contour defining the flood plain limits, watertight and reinforced to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the flood plain limits following methods and procedures outlined in Chapter 5, type A construction and Chapter 6 for class 1 loads found in "Flood Proofing Regulations" EP 1165 2 314 prepared by the Office of the Chief of Engineers, U.S. Army, Washington, D.C., June, 1972.

(E) Be equipped with a positive means of preventing sewer back ups from sewer lines and drains which serve the building.

(F) Be properly anchored to prevent flotation. Notwithstanding anything contained to the contrary herein, the aforementioned flood plain restrictions shall not be amended or terminated without the prior written approval of the Michigan Department of Natural Resources.

17. Lot Owners Association:

(A) Definitions

1. "Developer" shall mean and include Lakes of Northville Venture or its assigns.

2. "Association" shall mean and refer to the Lakes of Northville Homeowners Association.

3. "Properties" shall mean and include Lots 1 through 303, both inclusive, of Lakes of Northville Subdivision as described above.

4. "Common Areas" shall mean and refer to those areas of land denoted on the recorded plat of the properties as Waterford Park, as set forth on the recorded plat of the properties and intended to be owned by the Association and to be devoted to the common use and enjoyment of the owners of the property and any improvements thereon.

5. "Owners" shall mean and refer to the record owner whether one or more persons or entity of the fee simple title to any lots, including land contract vendors, but no including any mortgagee, unless and until such mortgagee shall have acquired fee simple title pursuant to foreclosure of any proceedings of conveyance in lieu of foreclosure. When more than one person or entity has an interest in the fee simple title or any lot, the interest of all such persons collectively shall be that of a single owner.

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

(B) Duties and Responsibilities; Assessments and Collections

1. The Developer shall establish a Michigan non-profit corporation under the name "Lakes of Northville Homeowner's Association", hereinafter referred to as the Association.

2. The Developer shall deed the Common Areas and storm water retention areas to the Association by deed free of encumbrances or lien, but subject to these restrictions and easements and covenants of record.

3. The stock of the corporation shall be owned by the Developer who shall elect the Directors of the Corporation until the Developer shall have sold and conveyed 95% of the platted lots in the Subdivision or such time prior thereto as shall be elected by the Developer.

4. At such time as provided in Paragraph 3 immediately above, the shares of the non-profit corporation shall be transferred to the Owners of the lots in the Subdivision, one share for each lot, and the lot Owners shall succeed to the ownership of the corporation.

5. The Association will be responsible for the control and maintenance (as hereinafter defined) of the Common Areas and storm water retention areas within the Subdivision, as well as rear yard and footing drains.

6. The Board of Directors of the Association shall adopt an annual budget which shall include an adequate allowance for the maintenance of the Common Areas, storm water retention areas, and rear yard drains within the Subdivision. The Board shall advise the Owners of each lot of the amount of the required contribution from each lot Owner which shall be necessary to defray the operating costs of the Association, including the costs of maintaining the Common Areas; storm water retention areas and rear yard drains. The required contribution shall be an assessment on each lot and lot Owner.

7. By acceptance of a deed to a lot in the Subdivision, each lot Owner agrees that the annual assessment for operating costs of the Association, including maintenance as aforesaid, shall be a lien on the lot owned by each lot Owner and that the payment of the amount of each annual assessment shall, in addition, be a personal obligation of each lot Owner.

8. The annual assessment on each lot and lot Owner as established by the Board of Directors of the Association shall be paid to the Association within the time limited by resolution of the Board of Directors.

9. In the event of non-payment of the assessment by any lot Owner, the Association may proceed to collect the

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assessment by action at law or by foreclosure of the lien granted to the Association by each Owner. The remedies of the Association in the event of non-payment shall be cumulative and the Association shall not be deemed to have waived any right nor have elected any remedy to the exclusion of any other remedy by its proceeding in any form to effect collection.

10. Lots owned by the Developer shall not be subject to assessment. A builder-purchaser from Developer shall pay to the Association its pro rata share of any maintenance expense incurred.

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

1. The principal function of the Association shall be the enforcement of restrictions imposed on the lots in the Subdivision in this Declaration of Building and Use Restrictions, the establishment of reasonable rules and regulations for the use of the Common Areas within the Subdivision, the maintenance and repair of the Common Areas, including the parks, walks, entries and storm water retention areas, the maintenance of rear yard drains and drainage grades and supervision of the maintenance of footing drains.

2. The Association may, in the discretion of its Board of Directors, promote and advance the interests of the lot Owners, establish social programs, and establish programs and policies which will improve the Subdivision and assist the lot Owners.

3. "Maintenance of the Common Areas" shall include, but shall not be limited to the following:

- a) Maintenance of established grades in all Common Areas.
- b) Cutting of weeds, grass or other plant materials.
- c) Elimination of undesirable insects and animals.
- d) Removal of trash, paper and garbage.
- e) Cleaning, repair and maintenance of any dam, pipe, drain, valve or opening in the water storage area and all pipes or lines leading into or out of the storage area, and connecting the water storage area with the public storm sewer system.
- f) Maintenance, repair and replacement of all equipment, landscaping, grass or planting in the Common Areas.
- g) All and every other act necessary to protect and preserve the Common Areas for the purposes for which they were established.

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

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1. Surface Drainage:

It shall be the responsibility of each lot Owner and builder-purchaser from Developer to maintain the surface drainage grades of his lot as established by the Developer. Each lot Owner covenants that he will not change the surface grade of his lot in a manner which will materially increase or decrease the storm water flowing onto or off of his lot or block, pond or obstruct surface water. The Board of Directors of the Association shall enforce this covenant any may enter upon the lots in the Subdivision to correct any violation of this covenant and shall charge the cost of the correction to the lot Owner who had violated this covenant.

2. Rear Yard Drains:

The Subdivision Association shall be responsible for the maintenance of enclosed rear yard storm water drains. In the event such drains shall require repair, the drains shall be repaired by the Association and the cost of such repair shall be allocated equally among all lots served by the arm of the drain line repaired. The allocation of cost shall be assessed to the lot Owners and shall be a lien upon the lot and a personal obligation of each lot Owner assessed.

3. Footing Drains:

It shall be the responsibility of each lot Owner and builder-purchaser from Developer to assure the footing drains are clear of obstructions and are connected to the storm sewer system. Thereafter it shall be the responsibility of each lot Owner to maintain said footing drains.

In the event any lot Owner shall fail to maintain the footing drains or shall fail to have the drains properly connected to the storm water drainage system, the Association may enter upon the land of such Owner and perform all necessary repairs and maintenance of the footing drains. The costs for such repairs and maintenance shall be charged to the lot Owner and shall be a lien upon the land and a personal obligation of the Owner of the lot.

(E) Failure of a Lot Owner or the Association to Maintain the Common Areas, Drainage Grades, Rear Yard Drains or Footing Drains:

1. The Township of Northville or its successors shall have the right to enter upon the Common Areas of the Subdivision, and all lots within the Subdivision, at all reasonable times for the purpose of inspecting the Common Areas, rear yard drains and footing drains, for the purpose of determining if the areas and drains are adequately maintained.

2. In the event the Township of Northville shall determine that the Common Areas, the storm water retention area, the drainage grades, and footing or rear yard drains are inadequately maintained, or that there exists a danger to public health, safety or morals, or that the maintenance of the storm water retention area is inadequate to insure the retention area will perform according to its design specifications, the Township will advise the Board of Directors of the Association of the condition objected to and shall establish a reasonable time limit for the correction of the deficiency.

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3. The Association shall comply with the notice from the Township within the time specified and shall establish such additional assessments on the lots and the Subdivision as shall be necessary to fund the cost of the required maintenance, repair or improvement. Assessments for repair of footing drains shall be made only against the lot on which the repair is completed. In the event the Association fails to complete the maintenance items of which it has been notified within the period limited by the notice, the Township of Northville may enter upon the lots or Common Areas and perform the required maintenance either through its employees or through independent contractors. The Association shall be responsible for the cost of the maintenance performed by the Township and each lot Owner shall be responsible for his proportionate share of the costs, including reasonable inspection and supervision fees to the Township.

4. The provisions of these restrictions authorizing assessments upon the lots are for the benefit of the Township of Northville, and the Township may enforce this Agreement in its own name by order of the Circuit Court directing the levy of the required assessment on each lot, the establishment of a lien on each lot to the extent of its share of the assessment, and the foreclosure of the lien, or the enforcement of the personal liability of each lot Owner for his proportionate share of the assessment, which remedies shall be cumulative.

5. The Township of Northville may, as an additional remedy in the event of the failure of the Association to comply with any notice requiring repair or maintenance to the Common Areas, establish a special assessment district consisting of all lots within the Subdivision and may assess the costs of any maintenance or repair performed by the Township against the lots in the Subdivision. Any lot Owner, by accepting a deed to a lot in the Subdivision, shall consent to the inclusion of his lot within the special assessment district.

6. Entry into the Common Areas by the Township of Northville for any purpose shall not be deemed a dedication of those areas, nor shall the performance of any maintenance in the Common Areas by the Township be deemed an acceptance of title to the Common Areas by the Township. Such maintenance of the Common Areas by the Township shall not relieve the Association and lot Owners from the obligation of maintaining the Common Areas and water retention areas pursuant to these restrictions.

7a) The Township of Northville, its successors, assigns, agents, independent contractors and employees are hereby granted an irrevocable license to enter upon and across all land at any time for the purpose of inspecting, repairing, maintaining, removing, installing, reinstalling and constructing the storm drains, rear yard drains and footing drains and other improvements which are the subject of a certain agreement, dated _____, 1978; between the Township of Northville and Lakes of Northville Venture.

b) The Association of the Owner of the land, and the Owner(s) of the land, and their agents, heirs, successors and assigns, shall be jointly and severally liable for all costs and expenses incurred by the Township of Northville, together with reasonable charges for its administration, supervision and management, in inspecting, repairing, maintaining, removing, installing, reinstalling and constructing the storm drains, rear yard drains and other improvements which are the subject of Paragraph a,

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Immediately hereinbefore set forth, and the lot Owners shall be severally liable for the cost of repairing footing drains on each lot. Such costs, expenses and charges shall be due and owing upon the Township of Northville communicating the same in writing to the last known address of said Association filed with the Township Clerk and to the address of Owner(s) as set forth on the then existing tax roll by first class mail, postage prepaid, and a Proof of Service of said mailing shall be conclusive evidence of the fact of actual notice to all persons, firms, corporations, associations or entities to whom such mailing was addressed. The foregoing shall not be the exclusive right or remedy of the Township of Northville, rather all rights and remedies otherwise provided to the Township of Northville by statute, ordinance, agreement or other provisions of this instrument shall be available to the Township of Northville.

18. Exemption of Developer:

Lots owned by the Developer shall not be assessed, nor shall they be subject to lien for any sum required to be paid for the maintenance of Common Areas, storm or footing drains. Upon transfer of any lot from the Developer, the lot shall become immediately subject to assessment and any assessment levied in the year of sale shall be prorated on a calendar year basis and the purchaser shall pay a prorated share of such assessment to the Developer as part of the purchase price.

The Developer shall further be exempted from the operation of all other restrictions and each lot shall not be bound by these restrictions until each lot shall have been deeded by the Developer.

19. Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

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

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

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Association, or any Owner or Owners, by reason of or from any matter in connection with this instrument.

S A WITNESSES BY: LAKES OF NORTHVILLE VENTURE,
a Michigan Co-Partnership

Michael C. Hechtman
Michael C. Hechtman

By: Elro Corporation,
a Michigan Corporation, Partner

Vita M. Ciemiorek
Vita M. Ciemiorek

By: *Graham A. Orley*
Graham A. Orley, President

And By: Fred E. Greenspan Company, Inc.,
a Michigan Corporation, Partner

By: *Fred E. Greenspan*
Fred E. Greenspan, President

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

On this 5th day of October, 1978, before me personally appeared Graham A. Orley and Fred E. Greenspan, each to me personally known, being by me duly sworn did say that they are respectively the presidents of Elro Corporation and Fred E. Greenspan Company, Inc., the partners comprising Lakes of Northville Venture, a Michigan Co-Partnership, the co-partners named in and which executed the within instrument, and that said instrument was signed on behalf of said co-partnership by said partners as the free act and deed of said co-partnership.

My Commission Expires:
April 29, 1979

Valeria A. Van Loo
Valeria A. Van Loo, Notary Public
Wayne County acting in Oakland
County, MI

Drafted by and when recorded return to: Michael C. Hechtman
177 West Big Beaver Road
Troy, Michigan 48064