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    - shall cats, of any kind that dogs, c that they a pur] of thi tals, livestock, or priftry of or kept on any lot except the d pets may be kept brovided trintained for any sommercial p # H P P **计算证证证证** はこれが r G - 0 ฃ ᄼ 9. No an raised, bred other househpt, bred, or U H U x 0 0,
      - ů, ground for rubbish. Trash, grabage, or other waste shall no be kept except in sanitary containers. All incinerators or other equipment for the trass containers. All incinerators or other equipment for the trass or disposal of such material shall be kept in a clean and sanitary condition. Any incinerator used shall be of a type which will not discharge offensive odors or any been burning.

        Il. No busiless, trade, profession or commercial activity of any kind shall be conducted in any building or o 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 a place of residence. R) Q l incinerators o l of such materi ition. Any
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**~** > or interior 0 0 ρι , shaj hall 1 Cept Lant Pl be (exce oursus shall ind except to Paragraph 8 hereof (edd), no swimming pool puring or other structure shiteration thereof, except rother structure, be mader shouling the nature, kill lor scheme, and location ved in writing by the arc G he extent therein permitted aragraph 12, and no buildin ommenced, erected, or mainted ddition to or change or altiterations if a building or he plans and specifications if he plans and specifications ien submitt 4 4 4 4 4 U U D H C O V D ти си ч ти р

ת מ ל 4 n z said Committee and each of whom can act and As appointed by the remaining two), and f such Association, shall be appointed in By-Laws of said Association. In the even ontrol Committee fails to approve or and specifications within thirty (30) send specifications have been submitted on the be required and this Paragraph will all have the right to refuse to refuse to all have the right to refuse to reach refuse to refuse to refuse to refuse to refuse to refuse to r 7 ~ a to approve L L paro > 0 COND. aesthetic Con control commit.

prior to the creation of the Haple .... ... ... ... Association (as defined in Paragraph 18) shall be three representatives; of the Developer (as defined Paragraph 18), said representatives being Hark T. Scott Jacobson and Mario Cardinali (any one of whom alone on behalf of said Committee and each of whom the accordance being appointed by the remaining accordance with the By-Laws of said Association, shall be said Architectural Control Committee fails to appears actor plans and specifications within the it, approved will not be required and this Parto it, approved will not be required and this Parto it, approved been fully complied with. The forerol Committee shall have the right to refuse otherol Committee shall have the right to refuse the red Committee shall have the right in its so its m 1 H for complied we the rions that, whether the the specificatio desirable, event shall nber thereof event ember o c suitable, and in n any 0 on w tt N H 

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P L L fland as set form on the recorded plat of intended to be owned by the Association and the common first and enjoyment of the owners. The common first and enjoyment of the owners. It lot A the standard and enfowments thereon (including wintlot A the standard and the owners shall found without limitation the and of grass located within any bouleur. bdivision. i N W 440 land as s intended t A the be devoted to the the Properties allimitation "Outland said term shentranceways to paths, and islanguithin said subdi and and erties a hoser ## P# C

пď O  $\sigma$ or "Owner" if the singular to the record owner, whether of the fee simple title to any sear(s) from Developer and landicluding any land contract vendicing any land 'n Y en 0 13 Q H contract vendo U アロエエロエロ 44 34 U 1100 r. #ty pour r H title en E Ή ~ conveyance ļŧ lluding any J auch land co Q 4 с 0 H H U for a to 0 H 0 0 d applies) shall mean and refer to or more persons or entitles, of the solutions of the more persons or entitles, of the solution that wender to contract vender(s), but not including builder-purchaser or mortgages, unless and untitles or antitles.

Foreclosure or antitles and untitles or antitles and untitles or antitles and untitles or antitles. (or 11 0

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44 11 0 G herein by d, and upon "Maintenanc ù ators water retention deed subject to thes Township 41 71 4. The Developer shall deed whatever he in the Common Areas and storm water reter he Association by warranty deed subject to ns, a certain Maintenance Agreement ("Maint and David V. Johnson, which Maintenance Agand easements and covenants of record, and ind delivery of said deed, the Association esponsibility for the ownership, control, hall have no further and easements. M t may have in the reas to the Associantictions, a cerestiville and Davis attached as Exhile ference, and easer xecution and delivery full responsible approvement, operati Agreement")
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these of the U O VV Ċ 3. The entire membership interet in the in that the owned initially by the Developer when thirty (30) days following recording of the nad vetain such membership interest until the shall have sold and conveyed to the planted division or such the prior sectors as shall be the Developer. ,C on and y whall hibdivision thin thin the thing the th ر م د م Na 100 HH 5 HH 5 HH H H H H O U U 0 4 0 0 H A H Ď, ں نہ 🕠 0 C J 2 d d 0 UMM OBHU

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o rible for () of the darains MARCA) कें से में H & G & T A H H 1 and man incharactation shall be as, story water retention areas, regranders, and the supervision of a dealns. и м м м м м м м HO11 Continuon Andread 

Developer, the Directors of the Corporation, said Directors shall proceed to adopt suitable By-Lavr for the government of and functions of the Association not described herein. The board of Directors of the Association not described herein. The budget which shall include an adequate allowance for the anitenance of the Common Areas, storm water retention areas, advise the Owner of each lot of the amount of the Board shall contribution from each lot of the amount of the contribution from each lot of the amount of the contribution from each lot of the amount of the contribution from each lot of the amount of the contribution from each lot of the amount of the contribution from each lot of the amount of the contribution from each lot of the amount of the contribution from each lot of the amount of the contribution from each lot our contributions. ò H y the =3 Ή H B 0 11 in the second se

C e w on Areas, storm water reto The required contribution and lot Owner. Ovner. Comp 10 11 ning the Coard drains. of Maintaining and rear yard dassessment on e 耳 

- 0 4 u u paýment tion, be 異い 7. By acceptance of a deed to a lot in the ion, each lot Owner agrees that the annual assessiald, shall be a lien on the lot owned by each lot in the date a notice of such lien is recorded as I pursuant to Paragraph 18(B)9 and that the payment of each annual assessment shall, in addition, to bligation of each lot Owner. Subdivision, e. as aforesaid, a Owner from the amount crmitted the amount
- U Ovn ton by 8. The annual assessment on each lot and lot istablished by the Board of Directors of the Association within the time limited lution of the Board of Directors. 25 22 25 27 15 27 1
- any lot Owner, the Association may proceed to collect the assessment by action at law or by recording motice of and foreclosing the lien granted to the Association by each Owner. The remedies of the Association in the event of non-payment have valved any other remedy by its proceeding in any form to effect collection.

  10. Lots owned by the Developer hall not be subject beveloper shall not be except from assessment; provided, however, any los owned by the Developer shall not be except from assessment by the Township pay to the Association its pro rathshare of any maintenance expense incurred. 0 ы L. 0
  - U
    - expense incurred.

      11. The lien arising from assessment(s) as provided bortgage issued by an inthiutional lender for land development purposes, builders construction loans, or a first to a first mortgage loan. The lie or transfer of any lot pursuant to a first mortgage for closure or any proceeding in lieu prior to such safe, or transfer of such assessment(s) due prior to such safe, H or a fir υ

Common Haintenance -- 14 Association Restriction e u u u u (C) bligations of a Areas, Subdivisal and Repair: M

- n h o 44 0 ដន្ត shall be the enforcement of restrictions imposed on the lots in the Subdivision in these Building and Use Restrictions, the establishment of reasonable rules and regulations for the use the Common Areas within the Subdivision, the maintenance of the Common Areas, storm water retention areas, and rear yard drains and drainage grades and supervision of the maintenance of footing drains.
- 44 0 44 O fon may, in the discretion and advance the interests programs, and establish improve the Subdivision. 1 c. rograms, an 11 rt et .... 4 4 4 4 d of Directors, promo Owners, establish soc and policies which w U O O ard of HO HOH

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- d) . Removal of trash, paper, and garbage.
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- 44 Q Cement 0 arr tenance, repair, and equipment, landscapin ting in the Common An W TOT and/or Maintenance, all equipmen ention cychy Planting retenti
- and maintain torm water here to necessary to effect, and saintain and the storm water lithin the Subdivision for which they were and every other act, preserved Compon Areas establishe. retention for the pu All and protect the Con 00
  - (D) Maintenance of the Rear Yard Drains, Drainage Garaces and Supervision of Maintenapre of the Footing Drains:
- Sarrace Drainage:

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Each lot Owner n n d t h e his covenant correct any v any of t מטי Board A O St ь О increase his lot The Bo ne surface.
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## 3. Footing Drains:

of each lot of obstructions Theresiter it to mainter ₩. he responsibility of drains are clear of of rm sever system. The of each lot Owner to y 9 4 0 C be riting fooi the a ha It shat of the factonnected to the responsite t o 백 P v 0 Owner reand are whall be footing

In the event any lot Owner shall fail to have the dinoperly connected to the storm water drainage system, ssociation may enter upon the land of such Owner and pil necessary connections, repairs and maintenance of tooting drains. The costs for such connections, repair aintenance shall be charged to the lot Owner and shall ų O 021183 80 P land .с ц upon lot. A P < A H B L H

- ainage ing ocia t Owner or the Ass. Common Areas, Dra: rd Drains or Footi 0 0 0 भूष् 0 10 12 edlure of Mainta Trades, R OA M
- 4 4 Conmon م ا ا 44 44 to enter out the Control of the Cont 1. The Township of 11 have the right to retention areas in a Subdivision, for the storm water retention of and footing drain, the areas and drain. tora successors shall h.
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  - shall determine that the Common Areas, the storm water, retention areas, the drained example grades, and/or footing or reary yard drains are being an dequately maintained, or that there exists a danger to public health, safety or morals, or that the maintenance of the storm water retention areas is inadequate to insure that the retention areas is according to design specifications, the Township of Northvill will advise the Board of Directors of the Association of the condition objected to and shall establish a reasonable time limit for the form of the deficiency. ~ 747 the 日日日 shall determine iretention areas, yard drains are texists a danger the maintenance of inadequate to inaccording to desivill advise the irendition object
- U · E u o or improvement. shalll be made only notice from the Township of Morthville within the time specified and shall establish such additional assessments of the lots and the Subdivision as shall be necessary to fund cost of the required maintenance, repair or improvement. Assessments for repair of footing drains shall be made onla against the lot on which the repair is completed. In the event the Association fails to complete the maintenance ited which it has been notified within the period limited by notice, the Township of Northville may enter upon the lots

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teaso 7 H H Q totention arras a through its apoy he Association sha ance performed by er shall be respon costs, including refers to the Township or stors water retenunts on the distance of the Associate of the Associated by the Costs, dependent of the costs, despectivation fees to CUMHI с й б д > н о 

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- additional remedy in the event of the failure of the failure of the failure of the failure of the raintenance to the Common Areas, or storm vater retention drains, establish a special assessment district consisting of any maintenance or repair performed by the Town in of Any maintenance or repair performed by the Town in of Any maintenance or repair performed by the Town in of Any maintenance or repair performed by the Town in of Any maintenance or repair performed by the Town in of Any maintenance or repair performed by the Town in of Any hot Consent to the inclusion of his lot in the Subdivision, shall assessment district.

  6. Entry into the Common Areas or storm vater retention areas by the Township of Anthonial for any purpose of any maintenance if the Common Areas or storm atter retention areas by the Township be decaded an acceptance of any maintenance if the Common Areas or storm seter retention areas by the Township shall not relieve the secient and lot Own a from the obligation of maintaining the Common Areas and are water retention areas by the Common Areas and are water retention areas by the Common Areas and are water retention of maintaining the Common Areas and are water retention areas by the common Areas and are water retention areas by the common Areas and are water retention areas by the common Areas and are water retention areas by the common Areas and are water retention areas by the common Areas and are water retention areas by the common Areas and are retentions. N < X N O N O X O O N
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- 14 **#**2 UH other cher cht, The Township of Northville, its splices are hereby granted an irrevocable license to entropyees are hereby granted an irrevocable license to entropy and across all land at any time for the purpose of nospecting, easiting, maintaining, removing, installing, torm deaths, rear yard drains and footing drains and otherwoodernts which are the subject of a certain agreement ated September 13, 1983, between the Township of Northvind David V. Johnson. нириначия
- од В В У У Ц ra of t 14 0 00 H υÀ 44 74 0 ^ 4 m m q g **PHQ** 4 X 4 X 4 **8 4 3 6** Henning Hennin onieti copres voral adit 0 34 0 3 N H B A F C U 44 Q HAB W rd b b) foint fod by rges B H CP U. H g v **H** H H H V -1 ,0 E N R D मद ० द н и о ~ 60 U ህዝ Д ע ע ש N N C Y H 4 0 5

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lot Owners shall \*hal] 1221 Own corporations, associations or entities addressed. The foregoing the fore o O ASSOC communicating footing Aintaining \* z i d constructing tear yard drains of Paragraph defe lot Owner availabl ų, first ralling, rear yard dine and construct

.s which are the subject of Parag on each lot. Such costs, expenses and charges sha same in writing to the lot of Northville communicatiled with the Township of Northville communicatiled with the Township of Stroke of said as set forth on the then existing tax rolusting prepaid, and a Proof of said shall be conclusive evidence of the addrible exclusive right.

Township of the Township of the addrible exclusive right. of said to the address of tax roll by first of Service of s otherwise provided 40

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o U orati the forting ger, the TCBS ซ prorate not ly subject to assessment and ne year of sale share to proper the purchaser share pay a part of the Develores \*hall for またので策 Developer y the Develope subject to 13 of any lot from tely subject to ass ď , be the Lots owned shall they be paid for th drains. Upon transfer of a shall become innediately a assessment levied in the y calendar year basis and the share of such assessment tourchase price. transacd, not alvequired to be grater referra

σ **-**-Paragraph Per, the H Notwithstanding anything in this Pary, as to lots owned by the Developer li not be exempt fix assessments by ontrary r shall o the contra Developer sha of Northville **日日 0** 

H D substan ent t Judgment or court order the line of these covenants of the other provisions which hall remain in full force and effect provisions which hall remain in full force and effect advance of inapply chility of or invalidity of any current future ordinance if the Township of Northville, or its successors, and to the extent and degree in form and substrate year ordinance or conditions than herein provided, such ordinance, or any portions thereof, shall take precedence ordinance, or any portions thereof, shall take precedence be treated as having the full force and effect as being a phereof incorporated by reference in this instrument. ប្រធ runent

nd its succes right herein y its underta premises, Township of Northville, and into by its exercise of any rigonnship of Northville or by itstion in relation to the presimitation Common Areas, storm WIOT rainag Councillar dx obligation in robout limitation (as and storm water) a not by i Township does without なされる ま A む A む A h 0 and assigns, provided to so 22 4 C T chudi tenti C U si

なるな Township : shall re Any Northville reason exclus Northville or otherwis UMent done 70 12 14 Township performance or wher or Owners with this inst wole φţ implication, rument shall Township PERCORE the Fur 4 0 1 or Owners
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ITNESSES:

Mark Draul

MAPLE HILL LAND CO., a Michigan co-partnershi By: J & C DEVELORMENT CO.,

A Michigan Corporation,

PARTNER

Its: Presidint

Scott

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By: MARSON DEVELOPMENT CO. LIHITIN PARTNERSHIP,

Tructably, PARTNER

Bark T. Jrcobsol

General

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N N Co-partnership which o £ re me that on behalf 9-Partnership Corporation, the foregoing Building before knoun the ななない Michigan acknowledged なながれ ተ ር ů Land execute Jacobson, d d 4 4 4 4 4 4 4 ů and appeared Scott Ju-be C Development (
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Notary Publican County, Oakland Cou-SARA'L' MANSON Notery Public, Oakland County, Mich, My Commission Expires Jan, 3, 1988 My

MICHIGAN) (H)

OAKLAND E O COUNTY

executed befor which Co. Development Partnership, the Co-partnership Building and Use R s duly mitted Jacob day Harson Limited that Hark of Mar thin ч 0 Partered Wichinered Land Corn foresoins behalf ជ 0

SERFIT MANSON Notery Public, Daxlend County, I of Commission Expires Jan. 3

Notary Public County, Michigan

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Burn Cheryl Ginn, 1

Michigen 32400 Tell graph Suite 102 Birmingham, Mic (313) 646-3600

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- Maple other for plat pug Michigan Ŋ TOWNSHIP submitted ų, tate 400 U) S D'A Ь Д ಶಗಿರ PROPRIETOR **approval** Wayne o. for The County ouo Subdivisi the ö Hill
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- trash H 아 eguired Head 춵 N emoval e G COHHON enti d) H Compon gras aside bdivision the 9 다 ならなる Veeds site the ٠. ټ PROPRIETOR 440 etent ents cutt protectiQresid the The S 211 o#o מתמ such matters ΰ paper Q) aint the H
- the Juri ¥0 oners 41 accept Commissi 40 TOWNSELP retention Hoad. County the sted the o£ o F regue pard maintenance Wayne ė. And 44 Q diction County
- jurisdiėtion receives 255Ume Q さた duty fon condit ed legal incurr ¥111 Ç. 년 0 Vii tr ù, なけらな under 되었다 ntenance, tention which . <u>1</u>5 TOWNSHIP mai e H and ťΡ d XD The of i on maintenance 217 jurisdict for Payment such z nd

EXHIBIT B

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T IS THEREFORE AGREED AS FOLLOWS:

- gnat Mapl area 211 щ О, retention nse. joint sion, Subdivi Hill
- THISKNOT plans ಬಗಳ prepare the P. KS KS approval shall dimensions drains and Common PROPRIETOR ruction ter and X, U storm eguire area †† 五のH てな plat. 日本文 10n TOWNSHIP for TOWNSHIP discr the The 2 the ģ the 2 sol ם סי 4 1. ts submit tions מממ 디
- other borne by construction( ザ 0 : completion Same All and 'n anteed, PROPRIETOR division
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- lot owners and 40 (82%) control and PROPRIETOR, area Homeowners The retention transfer Subdivision: thereafter the ¥ Ç Subdivision the Subdivision 5276 O #1 the Shall G discretion o ţ interests shall each lot in the and Association Association, areas within deed the the a H ¥, the PRIETOR through the द्राप्ट
- eaning plant retention reconstruction. include N N N N shall oī, the grass 4 \* MAINTENANCE debris Preservation Ö Operation 0 and line, Purpose fo ,0 H ನಿಗಿರ silt cutting removing, reins insects, drain the term the Ç Ç to assure the ţ The arear limited ¥7 Q for elimination Common and nding. necessary not the
- shall acceptance deter TOWNSHIP Common the מממ <del>|</del>| areas **Pud** ተካተ nor employees area the ρς, Ω, TOWNSHIP Entry inspecting 8 Ye retention TOWNSHIP. dedication to the Officers, Agents reguired. 440 area by the access maintenand the the N titute to shall
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- inspection ough and shall W O.F contractor Association sion period cost Subdiyi the the the o e Te independent including the thin the compl event .µ. Yeur FOLK 0 ts TOWNSHIP through o£ -10. H O vision the **£**12.3.2 pl
- covenants D P include מממ assessed restrictions etentio shall which ω Ω. Subdivision maintain ٠ ا The which 겁 sion Subdivi
- A D G ij Peri Ø 178 shall ¥I O OKDER 2 Dug ដូ ಶಗಿತ התק g g such shall the 당 מי טי method ü ₽a₫ the maintenance ಸ್ತಾನ 40 40 funds COHHOO benef TOWNSHIP 44 owner elect which enfor ₩ 0 remedies and N ection 70t Xem Zem the ٠. د 40 maintenance each under TOWNSHIP TORNSHIP TORNSHIP r r The the COLL retention against granted ect incurr areas. the the

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ಶಗಿತ Subdivision and bind 무 the Deeds м г г of lots vith And. o. shall 2112 County And o¥, Township and the the

(See account Ä and Save Prior the Judg the design judgments, and comprising costs, the occurr which shall ctions, expenses under such Ç O defend espect and expenses PROPRIETOR phments lands TOWNSHIP Ē, s ins Portion 0 PROPRIETOR'S 4.4 Q PROPRIETOR defend, H ۲. Li STATE O nature demands, drains res shall 211 eof settl ectly, lots ept with 277 arising ン に な ててる settlement Y L Y מחמ the 41 0 #1 sion shall Ψ, Ο מחמ Vater date connections, 0 L any kind loss atus aims, PROPRIETOR against Ang Pug nature H ovner TOHOR loss Whether sion shall from Subdi attorney's TOWNSHIP TOWNSHIP storm ¥6 U obligation מש risk of Subdivi accoun any 40 kind, termina Hade TOWNSHIP in the the risk Ч The ಶಗಿತ injuries the above) fron the from appurtenances p. said Ang ney 44 0 actual upou from time Hill approval), tine shall 4 TOWNSHIP Any. construction ess ectly, H Q o£ the by 3 arising Subdivision **raph** o<del>t</del>o and harmless injuries harm1 liability なログ approval ₩ 0 **₩**1 against entence actual eof periods ONDERS ments. the

excluding County Agreement retention but 440 **essuming** Board Sever 40 drains, agents form the the r P attached their Township and Nater of Wayne οĘ TOWNSHIP 9 the County 40 the which Pursuant the vision between ο£ Township ssioners other Subdi Commi

the particular Association S Association inter Subdivision, Sub PROPRIETOR membership inter general tached membership in the Associat with the and the OWNEIS the Homeowner o F the issued by の又ののひむ Bomeowner's o£ Particular each Permit οĘ in County Ноше OL owners minate observe shares the which O the Permit the the ů, Once 40 lot 44 五のエ ownership O L ಸಾಡ N N ansferred 40 ಶ್ರಾರ್ copy ownership Sentence shal of-the Commissioners time ementioned Agreement. perform trans division, the liability ĸĮ ansferr such ops the Subdivision, conditions: such said and the Shall znd Until therein has be Ö Preceding and perform conditions of formed Road prior general County been acts the 40

reasonable discretion other Such þ ETOR contract sells 44 the PROPRI **X**nd Johnson hereunder fide developer, land the r E O f David V. entity which obligations the Subdivision, obligation that bona the Township is a ö liability agrees 4 성

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corporation John acknowl P. Northville, Northyi instrument **0** Township o£ foregoing Township ₩ 0. ο£ **behalf** 410

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DATED

estrictions contained within ar 20, 22, and 23, and suppagnable observed in perpettity and as of the Township of Narhville, is used except for residential pur research of the to exceed two (2) stolling not to exceed two (2) stolling not to exceed 35 feet from a straind private garan-20 t h

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- 30 here shall not be permitted of less than 1,600 square the and garages, for a one-s exclusive of open porches, by structure.
- otherwise may Ò o fr
- and tallation reserved constructe ins; are be ( ķ en O
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- Ψ e e public than one Committe than six rent; 0 displayed to the sign of not more itectural Control sign of not more perty for sale or ed by a builder to riod, if approved No signs of any kind shall be dily lot except one professional size foot if approved by the Archite id in Paragraph 17) and/or one size feet for advertising the properties of any size may be used ity during the construction periodical Control Committee. 8. No sign view on any lot e (1) square foot i (as defined in pa (6) square feet f except that signs the property duri Architectural Con
- \$4 Ø. bt oth **2. 4** 9 4 kind shals, cats, or not kept, > 0 any dogs are livestock, or poultry of on any lot, except that kept provided that they commercial purpose. livestoc on any l kept pro No animals, bred, or kept ld pets may be tained for any olo nte 9. ed, ehol S ·rt 73 4 0
- C Ø. ď burning ground kept. equipme rd 'd ų Q or other waste shall not be ke or other waste shall not be ke eq.

  All incinerators or other eq.
  f such material shall be kept in any incinerator used shall be offensive odors or ash when bu odors or ash hall be used h, garbage, o containers. disposal of condition. O. No lot shal bbish. Trash, in sanitary co e storage or diand sanitary co hich will not d for rubbish. except in sar' for the r L 4 5 44 0 44 0 14
- 0 \ 1. \ 1. \ ion homes l activ porticused an 4 b profession or commercial any building or order's sales office may be ut to in the subdivision habe occupied any place or ,C ll. No business, trade, prokind shall be conducted in a property, except a builder's tained until all of the lots tructed thereon and shall be ם any the main
  - >, An, be ಸಗಿದ್ದ 12. Swimming pools nstalled only if a spectrolitectural Control Coremitted swimming pools onstructed to the rear anitary condition. ns ni # K C ] 0 4 4 4 A U S
- installed only if a specific plan therefor is approved by the Architectural Control Committee (as elined in Paragraph 17). Any permitted swimming pools and fencing incidental thereto shall be constructed to the rear of the house and maintained in a safe and sanitary condition.

  13. If the parties hereif, or any of them, or their heirs or herein, it shall be lawfulf or any person or persons owning any homeowners' Association and defined in Paragraph 18A) to prosecute any proceedings at law and equity against the person(s) violating him or them from doing so or to recover damages or other dues for 14. All all all and to recover damages or other dues for 14. heirs or covenants M H W W omeor ø ಣ 0 4
  - ٥, ,C severs, story severs, gas mains, electric and telephone local subdivision distribution lines, and all connections to same, eithe private or otherwise, shall be installed underground; provided, above-ground electric and telephone utility equipment associated with or necessary for underground utility equipment associated distribution systems and surface and off-side drainage channels and facilities, as well as street lighting stanchions shall be permitted. The said lots 79 through 173, inclusive, above Agreement recorded in Wayne County Records at Liber 22602, Page Michigan Bell Telephone Company, relating to the installation and majniterance of undersigned and the Detroit Edison Company and the maintenance of undersigned and communication service and incorporated herein. n nd Ø. and

- T, 0 Ü .¥ • be park les are to the cles, h s, camp nitted to be such vehicle n conforms t ilers or mobile trailers, boats or boat trailers wmobiles or snowmobile trailers, motorcycles or ilers or trailers or trailers of any kind shall be permitted red on any lot in said Subdivision unless such vked or stored in a garage on said lot which confuirements pertaining to the construction of gara ored rked quir ਰ ਦੇ ਸ਼ਾਬ ਦੇ ਹੋ
- чи To I home in the subdivision between October I in any year and May I the next succeeding year shall have all disturbed areas of the I stabilized by the thirtieth day of June of that succeeding year. Anyone purchasing a lot or occupying a newly constructed home between May I in any year and September 30 of that year shall within sixty (60) days of occupancy install or cause to have installed on that lot seed and mulch or sod covering all exposed earth. Anyone constructing a new home within the subdivision shall, in connection therewith, comply with The Soil Erosion and Sedimentation Control Act of 1972.
- extent therein permitted), no svimming pool pursuant to Paragraph or maintained upon any lot, nor shall any addition to charge or other structure shall be commerced, erected, alteration thereof, except interior alterations of alteration thereof, except interior alterations and abuilding or the nature, kind, shape, height, size, matching a building or the nature, kind, shape, height, size, matching, color scheme, and the architectural control committee ("Additional Control formittee") which, prior to the cration of the Maple Hill composed of three representatives of the Developer (as defined in Jacobson and Mario Cardinali (any of of whom can act alone on successon and Mario Cardinali (any of of whom can act alone on successon bying appointed by the remaining two), and following the By-Laws of said Association, shall be appointed in accordance with control committee fails approve or disapprove such plans and specifications have be submitted to it, approved will not be complied with. The refineecural Control Committee shall have the in its sole judged, are not suitable or desirable, whether for any its sole judged, are not suitable or desirable, whether for any of any of committee or any member thereof have any personal liability for any of the successon have and in no event shall the Architectural for any of the any of the any of the successon have any personal liability. e >. 4 ^ he raph ecte tt th **E** 13 ert ert a u
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those erries ed ro € ~ is of land as set forth on the recorded plat of the Properticed to be owned by the Association and to be devoted ommon use and enjoyment of the owners of the Properties improvements thereon and said term shall include without tation the entranceways to said subdivision, public ease ways, paths, and islands of grass located within any bould in said subdivision. 1 K 1 L 

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

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ti Li 5 non-profit corporation for a perpetual term onder the laws of the State of Michigan with the name "Maple time Onder the laws of the Association", hereinafter referred to as the Association.

2. The Developer shall convey whatever interest Association by Warranty Deed subject to these restrictions, and September 13, 1983 between the Common Areas and torm water retention areas to certain Maintenance Agreement Convey which Maintenance Agreement Convey which Maintenance Agreement Maintenance Agreement Deed Subject to these restrictions, and September 13, 1983 between the County Records, and is fully incorporated herein by the County Records, and is fully record, and upon execution and delivery of said deed, the Association shall have not further responsibility for the ownership, Developer shall have no further responsibility or liability and the regard. וז ש ı.i N th ы **о** ownership, nereof, and liability in 4 A > 4 варобантаран

--ď C 0 e .c. 1-4 4 00 A 5 The entire membership interest in the oration that in this in the series of the second in this ty (30) days following recording of these Building Restrictions appoint the Directors of the Corporation and in such membership interest until the Developer shall have conveyed 95% of the platted lots in the Subdivision or siprior thereto as shall be elected by the Developer. Q 71 W 4 a n e 0 3 10

ration ision, il all rector aph 3 Corpor Subdivi ers shall the Dir said control of the Subers sand the subers the subers sube te time provided in Subparage mbership interest in the state Owners of the lots in the or each lot, and the lot Ovor the said corporation, are thereafter be elected by the 1 0 0 H immediately above, the mershall be transferred to the one membership interest for succeed to the ownership of the Corporation shall the Association. 4 E V H ö N 0 H

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- ١. Ψ. £ C U 3 yard drains Owner of eac m each lot Ow sts of the which S a .a the H H by the Directors of the rs and Board beloper of the Directors of the Corporation, said Directors of the Corporation, which By-Laws shall also delineate the powers an ections of the Association not described herein. The Board of the Association shall adopt an annual budget whi mon Areas, storm water retention areas, and rear yard drain hin the Subdivision. The Board shall advise the Owner of of the amount of the required contribution from each lot of the shall be necessary to defray the operating costs of the ribution, including the costs of maintaining the retention areas and rear ... ⋖ ι'n 9 t Developer Proceed that associating functions Directors shall incommon Artichin the shall of the thin tribut of tribut states sociate orm want tribut
  - 0 nnua ch 1 IJ an SUS to to g s Q) the ssmen By acceptance of a deed to a lot in the ot Owner agrees that the annual assessmenthe Association, including maintepance as a lien on the lot owned by an lot Owner such lien is recorded as ormitted purst dethat the payment of the control of each in addition, be a personal obligation of e 3 pur n, each lot O costs of the shall be a l notice of su l8(B)9 and th shall, in ad vision ting c said, ate a raph l E U ---8 7 8 bdi, eral 4) ď 10 نة D H H G Soundad
- 3.0 0 ♥ ⊢ ent all O 4 4 N TI ot n lu 400 'H O d n d H W H ल न U >, A O H S 'H 0 4 u 4 م بإ 4 .0 H 44 0 s a w O Pr u o .c u o, b

ŧβ Ω C ŭ u Φ Ω, Æ 4 -1 h Owner t shal Ø J , v Ġ to hav rr) S C 0 th th payment med to o effec in O lished by the Board of Directors of the Associate to the Association within the time limited by dof Directors.

Of Directors.

Wher, the Association may proceed to collect by action at lay or by recording a notice of the lien grants to the Association by eact of the Association in the event of non-payment of the Association shall not be deemed to remedy by the proceeding in any form to effect on. ند به டு ப ny lot Owner ssessment by oreclosing temedies of tunulative, any other rem Bula y of е со: E W O Ø Þ ल क मन υ

44 0 o ú by the mship of 1 pay it वं प 3 s a ซื้ counc. lope any ent Deve Deve er, ess the any 6) Ē > 0 ま O H F H B は р Ф р S S er or o ៧ ots owner provide exempt bject to assessment; veloper shail not be rthville. A builder e Association its procurred. ج م S d N H M

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- Ø an( T e o g Mair. · 0 d d 0.0 33 m 12 14 0 U 40 44 ) H so o ហ ប 4, K o c **ፈ** ዕ W 14 (A) Pr 34 0 > \*\*\* יי טי יי <u>ਫ਼ ਨੂੰ ਮ</u> 6 a 4 A N W וע עו ര - 10 N W 04 ·H 10 т Ф Т D H E 0 7 0

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- S м O n che r C ams Ô tio of Z u J. ciation may, in the discre and advance the interests &rams, and establish progr and ivision pqn 08r th The Assoc promote a social prog limprove t rectors, ablish s H H D e v 44 Board of Owners, policies
- ಥ κ κ ••• the Common are o the following of to σ Maintenance t be limited " Ka a a j S J
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- S, repair, and main enance of pipe, drain, volve or opening ater retention dd/or storage out of the witer retention itorage areas, and connecting retention and/or storage areas public storm sewer system. C U v a t Cleaning, any dam, F and O Ų Ы 0 rd 3 and/ ( )
  - 44 O) 1 ∯ e a rede and replacement vat (and SSBIG epair ) foot and the prove areas storage areas, and conn ter retention and/or sto he public storm sewer sy nance repair, and replauipment, landscaping, it not not common areas a and/or storage areas (0+) φ π maintenance, ed greenbelt area 79, 173, and 165 a raph 20). area 165 a ተኩሎ inclained the rement of the lots 79, 1 Maintenancall equipm

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Subdivent when he here every other act nece , preserve, repair, a mon Areas and the sto on areas within the S purposes for which t Сошшор etention and protect, the Comm 417 ы 0

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  - 38e: C Drai v а () Surf

0 0 러 44 It shall be the responsibility of each lot Owner the Developers, Each, lot. Owner the Developers, Each, lot. Owner to that the will not change increase or decrease of his lot in a manner which will materially and will not block, pond or obstruct surface water. The Board of Directors of the Association shall enforce this covenant and may enter upon the lots in the Subdivision to correct any violation.

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n h O U O Q ich lot C sand are shall t s and to shoot of earchousiter it r r r r r lity stru reaf ain nsibil of obs Ther re suor 14 St 12 14 ns are c sewer sy lot Owne It shall be ing drains selve storm selve of each lo பட் 0 4 5 0 11 માં ૦ જે D H **U** .4 дор H O H n n 0 U C h & o 8 5 8 W 0 W 4 0 h

ain ø on ma r T the footing drains or shall fail to have the drains properly connected to the storm water drainage system, the As ociation enter upon the land of such Owner and perform all neessary costs for such connections, repairs and maintenance of the footing drains. charged to the lot Owner and shall be a life from the land as personal obligation of the Owner of the left of the land as to Maintain the Common Areas, Danage Grades, Rear Yard Drains or Footing Drains: ۰۵ ਕ ਸ ਸ ਹ ਹ ਹ the con con cos chay

3. E Q) u ы ы з acce n storn Arthe Areas, s and As and

A C shall have the right to enter the Common Areas and storm water retention areas in the Subdivious, and all lots within the vater retention areas, rear and drains, drainage grades, and drains are being adequated by maintained.

2. On the event the Township of Northville shall the drainage grades, and determine that the common Areas, the storm water retention areas, inadequately mention Areas, the storm water retention areas, inadequately mention areas, the storm water retention areas, inadequately mention or that there exists a danger to public water recention areas is inadequate to insure that the retention of Northville will advise the Board of Directors of the Associatio of the condition objected to and shall establish a reasonable time limit for the correction of the deficiency. ·4 0 4) shall reas, being 다 H E e being public torm द ७ म न 4 3 4 9 5 9 11

 $\sigma$ o o πţ Ū O O 4 4 9 ; ; ď from the Township of Northville within the time specified and establish such additional assessments on the lots and the Subdivision as shall be necessary to fund the cost of the requirepair or improvement. Assessments for repair of repair is completed. In the event the Association fails to complete by the notice, the Township of Northville mand perform the lots or Common Areas or storm water retention are through independent contractors. The Association shall be responsible for the cost of the maintenance either through its empoyee responsible for the cost of the maintenance performed by the \*\*\* ď e q r c o an

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- ė L 0 0 4. The provisions of these restrictions seesments upon the lots are for the benefit of the prohille, and the Township may enforce this Agreemente by order of the Circuit Court directing the levy of assessment on each lot, the establishment of a lien one extent of its share of the assessment, and the ithe lien, or the enforcement of the personal ach lot Owner for his proportionate share of the itch remedies shall be cumulative. 4 E mizing assesting of North sown name bequired asselot to the elosure of the lity of each sment, which 4 0 1 brillotting Sate he reach orecjiabij Towns in it the r each forec liabia
  - IJ H H o g ر د द्र ल च additional remedy in the event of the failure of the Associatic comply with any notice requiring repair or maintenance to the rear yard drains or storm water retention areas or drainage grades district consisting of all lots within the Subdivision and may fownship of Northville against the lots in the Subdivision. At consent to the inclusion of his lot within the special assessed is the consent to the inclusion of his lot within the special assessmit district. מ מ א ·~ द द e a d e s e s e s e s
- retention areas by the Township of Northvilla for any purpose shall not be deemed a dedication of those areas. A shall the retention areas by the Township be deemed an acceptance of title to such maintenance of the Common Areas or storm water retent. On areas by the Township. By the Township be deemed an acceptance of title to such maintenance of the Common Areas of storm water retention areas from the obligation of maintaining the Sociation and lot Owners from the obligation of maintaining the Common Areas and slorm water retention areas pursuant to the association and lot Owners retention areas pursuant to the associations.

  7. a) The Township of Northville, its successors, granted an irrevocable little to enter upon and across all land at removing, installing, chistalling, repairing, maintaining, retention areas, storm drains, rear upon and across all land at retention areas, storm drains, rear yard drains and footing drains agreement, dated teptember 13, 1983, between the Township of Northville and Downson. 0 Ø O) инфинифия
  - Ø N W Z m m u u m co m
- and their agents, heirs, representatives, successors and assigns, shall be jointly and severally liable for all costs and assigns, incurred by the Township of Northville, together with reasonable inspecting, repairing, maintaining, removing, installing, reinstalling, and constructing the storm water retention areas, storm drains, rear yard drains and other improvements which are the the lot Owners shall be severally liable for the cost of repairing be due and owing upon the Township of Northville communicating the with the Township of Service of said Association filed forth on the Luen existing tax roll by first class mail, postage evidence of the fact of service of said mailing shall be conclusive corporations, associations or entities to whom such mailing was addressed. The foregoing shall notice to whom such mailing was 10 Ð

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נו א סיי €. S W D 0 ۵ sesse be pass any l ject to shall hall not be a ater retention transfer of ediately subjuear of sale rchaser shall eloper as par n for any sum reas, storm watedrains. Upon to become immedivied in the years and the purch, to the Develoy the Denie De 0 c s 0 11 0 11 0 EHOERS A Cott ผย 0 4 4 subject of orm orm asset ndar such S O L T r r o ۾ ت D W W D shall they be the maintena ear yard or the Develop ssment and a steed on a calted share oldse price. **64404400** ď Ω,

Q) ζ. υ. --1 th 40 L. 0 0 0 **⊢** ⊢ **14** ~4 C 0 4 D D > 8 0 K म म्न म 00 U Li ₫ > 0 4.0% rd □ p. 144 40 0 ng in this eloper, the Township o E a 44 > W 20 0 2 n o n > а ч ў ч в э, u 00 S E > u क यू के tanc ned ssme ν 3 ψ th S o s Ś a s 3 4 0 4 0 22 h 0 4 4.5 LI. N D 4 E Ø. ^ X > 0 ), i ପ ବ N 0 IJ C U 0 0

- rd N C ·4 0 13 य कि फ C 0 00 'H H H N E n d Q o o Subdivision, the Developer may install a forty (40°) foot wic landscaped greenbelt area along the rear of such Lots fronting respectively be obligated to maintain, repair, and epplace set landscaped greenbelt area to the end that the same shall at times meet the requirements of and be satisfactory to Northwittonship. If for any reason whatsoever any all aid lot owners to so maintain, repair, and replace said and secaped greenbelt as required hereunder, then Maple Hill Homeowners' Association shall have the right to perform such with if so requested by respective lot owners, including by way, of assessing said individual lots for such charges a exsembere provided in the Building and use Restrictions with respect to dues and assess by said Association. 9 T G G Y Y C S th (t ,C 9 4 4 6 6 κţ
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- 0 3 ф .С i o e no s ti waiver ure , and and hone an rrade но о р ш и (V) 00002 sent cor such cor or co there provided shall constilidity of any current orthville, or its sucand substance any sucrestrictive terms or e, or any portions that as having the full frated by reference in 21. Invalidation of an or court order shell in in in 22. Nothing herein prolicability of or invalid of the Tappship of North and of the Tappship of North future contains more recoided, such ordinance, edebte and be treated as a part hereof incorporati inapplications of the first provide preceded trument. T P D O 0 0 11 9 th 10 th
- 14 c OF c 0 0 0 0 다니 S 41 ~4 વ ન છ n) bi υo assigns, does not by its exercise of any right herein provided said Township of Northville or by its undertaking of any act o bligation in relation to the premises, including without water drainage rights, outlets or facilities, constitute direct or indirectly the Association or Owners as the agents or beneficiaries of 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 occurring as a result of this instrument shall be done or omit in no event shall the Township of Northville be liable in dama. 3 11 o n o s a H W Ó हे स घर 4 6 4 0 14 E H Q O K A · O Q O E H O B B

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