

NORTHVILLE COLONY ESTATES ASSOCIATION, INC.

Building and Deed Restrictions

as Contained in

Liber 16628, Page 250, Register No. F-273871

and

Liber 18001, Page 840, Register No. F-687436

Version 2

Recorded January, 2003

This declaration, made this 14th day of January, 2003, by the Board of the Northville Colony Estates Association, on behalf of all homeowners:

It is the intention herein to subject lots numbered 1 through 263, both inclusive and Out Lot A, of Northville Colony Estates, a subdivision of part of the Southeast One-Quarter of Section 14, Town 1 South, Range 8 East, Northville Township, Wayne County, Michigan, the plat whereof has been recorded in the office of the Register of Deeds for Wayne County in Liber 9th of Plats, Page 4545, to the following building and use Restrictions, to an end that the subdivision may be developed pursuant to a general plan suitable for a desirable residential community (Out Lot A being hereinafter referred to as "park").

The following Restrictions are covenants which shall run with the land and shall be binding on all parties and all persons claiming ownership. These Restrictions shall remain in effect indefinitely, subject to modification by the homeowners. Revision to these Restrictions shall be implemented only upon a 2/3 majority vote (67%) of votes cast at any regular or special meeting. Each household shall be entitled to one vote, regardless of whether a given lot is owned singly or jointly. Proposed changes shall be submitted to each owner, in writing, not less than 14 days prior to the date of the meeting. Votes may be cast either in person at the subject meeting, or in writing via a written Ballot.

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

2. No structure shall be erected, installed, placed, altered, or permitted to remain on any residential building lot or plat, other than one detached single family dwelling not to exceed two stories in height, and a private garage to accommodate not more than three (3) automobiles, appurtenant thereto.

3. No building shall be located on any building site less than twenty-five (25) feet from the front lot line for all lots covered by these covenants. Where a rear yard of a corner lot abuts a side yard of an interior lot a side yard of twenty-five (25) feet shall be maintained along the side street of the corner lot and no fence or other structure shall be erected, installed, placed, or permitted to remain within said side yard. Where rear yards back to and abut each other or corner lots, a side street set-back of not less than twenty-five (25) feet shall be provided and maintained, and no fence or other structure shall be erected, installed, placed or permitted to remain with such set-back. Garage location on corner lots shall conform to dwelling setbacks. No building shall be located less than eight (8) feet from any interior side lot line, and the aggregate width of both side yards shall be not less than twenty (20) feet. No building shall be located less than sixteen (16) feet from any other building on the same site. Garage may be either detached or attached to the dwelling. A detached garage located in the rear yard may be placed not less than eight (8) feet from an interior side lot line.

All dwellings erected in this subdivision shall be erected so as to provide uniformity of side drive location and a minimum distance of sixteen (16) feet between dwellings. Side drive yards shall be not less than ten (10) feet in width, and the drive shall be surfaced and shall be maintained dust-free to a point no less than twenty (20) feet beyond the front building line in case of an interior lot, or to the garage on a corner lot when entrance is made from a side street all before occupancy of any dwelling.

All lots shall have a minimum front building line width of seventy-five (75) feet, and all lots shall have a total of not less than 8160 square feet in area.

Attached garages shall be deemed part of the dwelling for the purpose of these restrictions.

4. No dwelling, together with all its accessory building, shall cover more than twenty-five (25%) per cent of the total lot area.

5. Easements and rights of way are hereby reserved as shown on the recorded plat. In addition to the above, easements and rights of way are reserved in and over a strip of land six (6) feet in width along all rear and side lot lines wherever it may be deemed necessary for the installation or maintenance of telephone or electric lines, or conduits or sewer, gas lines, or water mains, for drainage purposes or for use of any other public mains, for drainage purposes or for the use of any other public utility deemed necessary or advisable by grantor. The use of all or a part of such easements and rights of way may be granted or assigned at any time hereafter by the grantor or any persons, firm, governmental unit or agency, or corporation furnishing any such service. No structure of any kind, other than an ornamental fence, shall be erected, placed, or installed on any part of said easements.

6. No noxious or offensive trade, occupation, or activity shall be carried on or permitted upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

7. No trailer, basement tent, shack, garage, or other out building erected in the subdivision shall be used at any time for human habitation, whether temporarily or permanently, nor shall any structure of a temporary character or nature be used as a residence. Provided, however, that the provisions hereof shall not be construed or applied so as to prevent the use of a temporary building or structure which is used for storage or other building purposes during the period of the construction or installation of the principal building or structure; AND provided, further, that the provisions hereof shall not be construed or applied so as to prevent the use by Grantor or Developer, its agents or sales representatives or any temporary or permanent dwellings or other structures as a model or models and/or sales office; AND provided, further, that any said temporary buildings or temporary structure shall be removed from the particular building site immediately after completion and before a certificate of occupancy is issued, with the sole exception of such as are in use by Grantor or Developer, its agents or sales representatives, and which shall be so removed upon the termination of such use.

8. The outside storage or parking of moving vans, commercial vehicles, boats, automobile trailers, trailer coaches, or campers or camping vehicles, pick-up trucks, or similar vehicles (whether or not motorized) shall not be permitted.

9. The ground floor area of the main structure, exclusive of one-story open porches, breezeways, and garages, shall be not less than one thousand one hundred (1100) square feet in the case of a one-story structure, nor less than eight hundred (800) square feet on ground floor, or an aggregate total of twelve hundred (1200) square feet in the case of a one and one-half story structure, nor less than seven hundred (700) square feet on the ground floor, or an aggregate of fourteen hundred (1400) square feet in the case of a two-story structure. the basic structure to be of brick, stone, or masonry construction, Provided, However, that this provision shall not be construed so as to prevent or prohibit the installation or use in exterior construction of frame or other materials so long as the same shall not constitute more than fifty (50%) per cent of all the materials used in such exterior construction.

10. Signs: No sign or billboard shall be placed, displayed to the public view, or maintained on any lot except one sign of not more than five square feet of surface and the top of which shall be five (5) feet or less above the ground, advertising the lot or house and lot for sale or lease; provided, however, such other signs may be erected and maintained on lots as are expressly permitted in writing by the association board

11. Livestock and Poultry: 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 purposes.

12. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish or refuse. 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.

13. Fences: Location and kind: Fences, guarded walls, and similar devices may be constructed or erected only after plans and specifications of such proposed fence, wall, or other device shall have first been submitted in writing to the

grantor and approved by it. Fences in the rear or back of the building on all lots shall be ornamental and no more than four (4) feet high. They shall be of metal or wood construction. No fence of any kind shall be installed or erected in front of, or extending beyond, the established front building line of any lot. All fences shall have a minimum twenty-five (25) feet set-back from any and all streets abutting any lot line, whether front, rear, or side.

14. Maintenance of easement areas: Except as may otherwise be provided herein, each owner shall maintain all of the surface areas of easements within the lot owned by him, shall keep the grass and weeds cut shall maintain the same free of trash and debris, and shall take such action as may be required in order to eliminate (or minimize when elimination is not practicable) surface erosion.

15. Sight Distance at Intersections: No hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways or streets shall be placed, planted, or be permitted to remain, on any corner lot within the triangular area formed by the street property lines and a line connecting them at a point twenty-five (25) feet from the intersection of the street lines, or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sightline limitations shall apply with respect to any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such Sight lines.

16. Construction of Building, Structure, or Other Enclosure: No building, enclosure, or other structure shall be commenced, erected, placed, or maintained, or shall any addition to, or change or alteration to any structure be made, except interior alterations, until the plans and specifications, prepared by a competent architect showing the nature, kind, shape, height, and materials, color scheme, location on lots, and approximate cost of such structure and the grading plan of the lots to be built upon shall have been submitted to and approved in writing by the Grantor, and a copy of said plans and specifications as finally approved, lodged permanently with said Grantor.

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

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

17. All permanent or semi-permanent swimming or wading pools shall be constructed and installed in the ground, below existing ground level. No free-standing or other type of permanent or semi-permanent swimming or wading pools may be constructed, installed, placed or maintained on or above existing ground level. This restriction shall not be construed to bar the temporary seasonal use of plastic, rubber, or similar type round, or oval mobile pools, having a diameter not greater than sixteen (16) feet

18. Lot Owners Association: There is hereby established the Northville Colony Estates Association, an association to consist of the owners of lots in Northville Colony Estates subdivision of part of the southeast one-quarter of section 14, Northville Township, Wayne County, Michigan. Said Northville Colony Estates Association shall be governed by a committee which may be known as the Board of Directors or Board of Trustees of said Association. Such committee shall be appointed by the Grantor until all the lots in said subdivision shall have been sold by the Grantor. Thereafter such committee shall be elected by the members of the Northville Colony Estates Association. The purpose of the Northville Colony Estates Association shall be the maintenance of parks and common areas and it also shall have such other powers as are granted to it by these Restrictions and shall also exercise such powers and functions as shall be set forth in its By-Laws. The Northville Colony Estates Association may be organized as an unincorporated association or as a non-profit corporation under the laws of the State of Michigan. The Grantor shall appoint the committee within thirty (30) days following the date of the recording of these Restrictions and such committee shall proceed to adopt

suitable By-Laws for the government of the Association. Subject to the limitations set forth in these Restrictions, the owners of each lot in said Northville Colony Estates Subdivisions shall be entitled to one (1) vote in the Association.

19. Maintenance Fund: All platted lots, not including the Park, shall be subject to an annual maintenance charge (or 'fee'). This charge shall be for the purpose of creating a Maintenance Fund, to be paid by the respective owners of the land included in the Northville Colony Estates Association. Payment shall be due by December 31 of the year of issuance.

(a) The annual charge may be adjusted from year to year, by the members of the Board, as the needs of the property may in their judgment require, in accordance with By-Law procedure. The exact amount of the charge shall be specified in the By-Laws. The By-Laws shall also specify a 'maximum charge', above which the Board shall not raise the annual fee except by the approval and consent in writing of seventy-five (75%) per cent of the households of the Association. Any increased fee shall be binding upon all of the owners of property in the Association

(b) Said maintenance fund shall be used as the Northville Colony Estates Association shall determine necessary and advisable: For improving and maintaining "Parks", common areas, roadways, and entrance-ways of said property; for planting and maintaining trees and shrubbery; for collecting and disposing of garbage, ashes, and rubbish; for employing night watchmen; for maintenance for vacant property; for removal of grass or weeds; for constructing, purchasing, maintaining, or operating any community service, or for doing any other things necessary or advisable in the opinion of the Northville Colony Estates Association for keeping the property neat or in good order; for expenses incident to the examination of plans herein provided and to the enforcement of these building restrictions, conditions, obligations, reservations, rights, powers, and charges.

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

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

(e) Anything hereinbefore to the contrary notwithstanding, it is provided and understood that neither the Grantor (Developer) nor any lot or land owned by the Grantor (Developer) shall be subject to any annual or other maintenance charge, assessment, lien, or any other provision hereinabove, under Paragraph 18 or any subsection thereof, set forth, during such time as the same is or are held or owned by the Grantor (Developer); Provided, however, that upon the sale of any said lot or other land by Grantor (Developer), said lot or other land shall become and be subject to all of the above and foregoing provisions and to any charge, assessment, lien, etc made, assessed, or levied thereafter and pursuant thereto.

20. Assignment of Grantor's Rights: At any time after the sale by Grantor of 95% of the lots in the said Northville Colony Estates subdivision (execution of a land contract constituting a sale for the purpose of this section) the Grantor, in its sole discretion, may assign or transfer any or all rights, privileges, and duties of supervision and control in connection with these restrictions which are herein reserved to the Grantor, to the Northville Colony Estates Association, and, upon the execution and recording of appropriate written instruments of appointment by the Grantor, the said Association shall thereupon have and exercise all rights reserved to the Grantor, and by it assigned or transferred to the Association, and the Grantor shall be fully released and discharged from any further obligation or responsibility in connection therewith.

21. Application to Grantor: Notwithstanding anything herein to the contrary, the Grantor, his agents, sales representatives, subcontractors, and employees may occupy and use any house or other structure built in the subdivision, or a temporary building or other structure as a sales office for the sale of lots and/or houses, construction

office in connection with the construction of homes, and for warehousing of material used in connection with any such construction and/or sales, until all the lots and/or houses built in this subdivision shall have been sold; and Grantor, its sales representatives, agents, and employees may erect and maintain any such signs, displays, advertisements at any place or places by them selected, and whether upon vacant land, building or buildings, in connection with the development, construction and sales of lots and/or houses in the such subdivision until all of the lots and/or houses built in this subdivision shall have been sold.

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

END OF DOCUMENT

Courtesy of The DiMora Team