

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

for

**WOODLANDS NORTH SUBDIVISION**

**NORTHVILLE TOWNSHIP,  
WAYNE COUNTY, MICHIGAN**

**THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (hereinafter referred to as the "Declaration"), was originally made effective as of the 27th day of April, 1999, and was re-executed as of this day by **Pulte Land Development Corporation**, (hereinafter referred to as the "Declarant"), whose address is 26622 Woodward Avenue, Suite 110, Royal Oak, Michigan 48067.

**RECITALS:**

Declarant is the developer of of real property located in Northville Township, Wayne County, Michigan, described on the attached Exhibit A and which has been platted as a subdivision known as Woodlands North Subdivision, in accordance with Plats recorded in Liber \_\_\_\_\_, Pages \_\_\_\_\_, Wayne County Records ("Subdivision"); and Declarant desires to insure imposition upon the Subdivisions (but not any property outside of the Subdivisions, whether or not owned by Declarant) covenants, conditions, restrictions, easements, charges and liens in order to insure the most beneficial development of the Subdivision as a single family residential area, Declarant hereby sets forth the following Declaration of Covenants, Conditions and Restrictions, as they may be amended, modified and/or restated from time-to-time.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**WOODLANDS SOUTH SUBDIVISION AND WOODLANDS NORTH SUBDIVISION  
NORTHVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter referred to as the "Declaration"), is made this 27th day of April, 1999, by **Pulte Land Development Corporation**, (hereinafter referred to as the "Declarant"), whose address is 26622 Woodward Avenue, Suite 110, Royal Oak, Michigan 48067.

WITNESSETH:

WHEREAS, Declarant is the owner of real property located in Northville Township, Wayne County, Michigan, described on the attached Exhibit A and which has been platted as two Subdivisions, Woodlands North Subdivision and Woodlands South Subdivision, in accordance with Plats recorded in Liber \_\_\_\_, Pages \_\_\_\_, Wayne County Records ("Subdivisions");

WHEREAS, Declarant desires to impose upon the Subdivisions (but not any property outside of the Subdivisions, whether or not owned by Declarant) covenants, conditions, restrictions, easements, charges and liens in order to insure the most beneficial development of the Subdivisions as a single family residential area to prevent any use thereof which might tend to diminish its valuable or pleasurable enjoyment, and to assure the harmony, attractiveness and utility thereof, to provide for Lot Owners in the Subdivisions to bear certain expenses, to impose other rights and obligations as set forth below, to provide for the preservation of certain services and facilities by an Association comprised of Lot Owners in the Subdivisions, to establish an Association to which shall be delegated the powers and responsibility to maintain and administer certain "Common Areas" defined and described below, which Association shall also be empowered to administer and enforce the covenants, conditions, restrictions, easements, charges and liens as set forth in this Declaration and to collect and disburse the assessments and charges hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that the Subdivisions and each and every Lot therein shall be held, sold, transferred and conveyed subject to the following covenants, conditions, restrictions, easements, charges and liens which shall run with the Subdivisions and each and every Lot therein and shall be binding upon and inure to the benefit of all parties having any right, title or interest in the Subdivisions or any part thereof, their heirs, successors and assigns.

## ARTICLE I

### PROPERTY SUBJECT TO THIS DECLARATION

The real property which is subject to and shall be held, transferred, sold, conveyed and occupied pursuant to this Declaration is more particularly described in Exhibit A attached hereto.

## ARTICLE II

### ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

A. "Lot Owner" shall mean the holder of record title to a Lot, whether one or more persons or entities, and shall include any optionees or land contract vendees of the Lot. Optionees or land contract vendees of Lots owned by the Declarant shall not be considered Lot Owners, and shall have no voting rights hereunder. The term "Lot Owner" shall not include any mortgagee unless and until such mortgagee shall have acquired fee simple title to such Lot by foreclosure or other proceeding or conveyance in lieu of foreclosure and shall not include any interest in a Lot held as security for the performance of any obligation. In the event more than one person or entity owns an interest in the fee simple title to any Lot, or has an interest as an optionee or a land contract vendee (other than Lots owned by Declarant), the interests of all such persons collectively shall be that of one Lot Owner. Notwithstanding the foregoing, the land contract vendee of any Lot (including Lots owned by Declarant) shall be responsible for the payment of all assessments imposed pursuant to this Declaration.

B. Membership. Every Lot Owner shall be a Member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment hereunder. Land contract vendees of Declarant shall not be Members of the Association, but land contract vendees shall be fully responsible for all assessments imposed hereunder against the Lots purchased. No Lot Owner, whether one or more persons, shall have more than one (1) membership per Lot owned. In the event a Lot Owner is more than one person or entity, votes and rights of use and enjoyment shall be as provided herein.

C. Voting Rights. Each Member shall be entitled to one (1) vote for each Lot owned. When more than one person or entity holds an interest in any Lot ("multiple ownership"), all such persons shall be Members but in no event shall there be more than one vote cast with respect to any such Lot. When more than one person or entity holds an interest in any Lot, such vote shall be exercised as the holders of such interests may, among themselves, agree and they shall so notify the Association in writing prior to any vote. Where a Lot is subject to multiple ownership, and the Lot Owners fail or refuse to notify the Association of such multiple ownership within fifteen (15) days of the date set for the meeting, then and in such event the Lot Owner whose name first appears on record title shall be deemed the Member authorized to vote on behalf of all the multiple Lot Owners and any vote cast in person or by proxy by said Lot Owner or the failure of said Lot Owner to vote shall be binding and conclusive on all such multiple Lot Owners.

Notwithstanding the foregoing, no Member, other than Declarant, shall have the right to vote on Association matters, including without limitation, matters relating to this Declaration, and the Declarant shall have the exclusive right to establish bylaws for the Association and to appoint the Board of Directors of the Association, until such time as title to 100% of the Lots in the Subdivisions have been conveyed by Declarant's delivery of deeds thereto, and such time as Declarant shall deliver to the Association a written instrument executed by Declarant specifically relinquishing such exclusive voting rights. From and after such date, the Board of Directors shall be elected by the Members, and the Declarant shall have no further responsibilities with respect to the Association.

### **ARTICLE III**

#### **EASEMENTS AND PROPERTY RIGHTS IN THE COMMON AREAS**

A. **Lot Owner's Easement of Enjoyment.** "Common Areas" is defined as all property in the Subdivisions, including improvements, amenities, and landscaping thereon, which is not within a Lot, and is not publicly owned, such as, for example, open space areas, transitional areas, buffer areas, walkways, paths, bike paths, sidewalks, if any, and storm drainage facilities. Islands located in the Subdivision's streets and easements to provide access to schools shall also be considered to be Common Areas for the purposes of Article IV and Article V, Sub-section T. Every Lot Owner shall have a right and easement to use the Common Areas for intended purposes, and such easement shall be appurtenant to and shall pass with title to every Lot, subject to the covenants, conditions and restrictions of this Declaration. Areas shown as open space, buffer areas and transitional areas on the Final Preliminary Plats of The Woodlands North and The Woodlands South Subdivisions dated January 29, 1998 with a last revision date of January 29, 1999, copies of which are on file with Northville Township and approved by the Township Board on December 14, 1998 subject to modifications and subsequently administratively approved by the Township Clerk on April 29, 1999 may not be used for any purpose other than as shown on the Final Preliminary Plats without the approval of the Township.

B. **Title to the Common Areas.** No later than the conveyance by deed of the last Lot in the Subdivision to a Member of the Association, Declarant shall convey the Common Areas to the Association, free and clear of all liens and encumbrances, except easements and right-of-ways of record, and subject to the covenants, conditions and restrictions of this Declaration. Declarant shall therefore be released of all liability to the Association and its members with respect thereto and the Association shall indemnify and hold harmless Declarant with respect thereto. Such transfer shall be effective to convey all of the interest of Declarant in the Common Areas to the Association, which shall be deemed to have accepted such conveyance and which shall maintain the Common Areas as herein provided.

C. **Association's Rights in the Common Areas.** The Association shall have the right to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Lot Owners; provided, however, that any dedication, transfer, or determination as to the conditions thereof shall be effective only upon execution of an instrument signed by Declarant or, after the

conveyance of one hundred (100%) percent of the Lots in the relevant Subdivision, by the Owners of two-thirds (2/3) of all Lots in the Subdivision, and which is recorded and confirms or approves such dedication, transfer or determination; and further provided, however, that any dedication, transfer or determination as to the conditions thereof shall be effective only upon the prior consent thereto being received from the Charter Township of Northville. The Association shall comply with all applicable laws in connection with any such dedication, including but not limited to any applicable provisions of the Land Division Act, as amended, MCL 560.101 et seq. Anything contained herein to the contrary notwithstanding, Declarant shall have the exclusive right, subject to compliance with all applicable laws, including but not limited to any applicable provisions of the Land Division Act, to grant public or private easements or rights-of-way to public or private utilities or governmental bodies in, over or upon the Common Areas prior to conveyance to the Association and the Association shall receive the same subject thereto and subject to Declarant's voting rights as set forth in Article II, paragraph C hereof. Although not required to do so, Declarant shall also have the right, in its sole discretion, to provide sidewalks and to create recreational amenities within the Common Areas as may be approved by the Township, prior to conveyance to the Association.

#### ARTICLE IV

#### MAINTENANCE AND ASSESSMENT COVENANT

A. Association and Lot Owner Responsibilities. Except as hereinafter provided, the Association and Lot Owners shall have the duty and responsibility to maintain, repair, replace, and insure the Common Areas, islands within the Subdivisions' streets, and easements to provide access to schools, for the benefit of the Subdivisions, and shall be bound by the storm drainage maintenance agreement, open space, sidewalks, paths, and bike path maintenance agreement, and maintenance of structures in right-of-way agreement dated April 27, 1999, between Declarant and Northville Township (the "Maintenance Agreements"). Without limiting the foregoing, the Association and Lot Owners will:

1. maintain, repair and replace as necessary landscape elements and amenities provided by the Developer such as sidewalks, bike paths, pathways, lot lots, gazebo, fitness stations, benches, silo, lighting and signs referenced on the Street Tree & Woodland Plan - The Woodlands dated February 2, 1998 with a last revision date of January 29, 1999 referenced on Exhibit B of a Development Agreement attached hereto as Exhibit B and approved by the Township Board on December 17, 1998 subject to modifications and subsequently administratively approved by the Township Clerk on April 29, 1999, copies of which are on file with Northville Township.

2. not remove any improvement, amenity, or landscape element (except the removal of dead or diseased trees) from Common Areas without the consent of the Township;

3. be responsible for the replacement, on an annual basis, of all dead plants in Common Areas and street trees that were planted as part of the development of the Subdivisions, as shown on Landscape/Buffer Plan and Woodland Plan all dated February 2, 1998 with a last

revision date of January 29, 1999, referenced on Exhibit B of a Development Agreement attached hereto as Exhibit B, copies of which are on file with the Township.

4. not conduct any clearing or grading in the Common Areas except in accordance with the preliminary grading plan dated October 31, 1997 and Woodland Plan dated February 2, 1998 with a last revision date of January 29, 1999, referenced on Exhibit B of a Development Agreement attached hereto as Exhibit B, copies of which are on file with the Township.

5. be responsible for the care, maintenance, operation, inspection, repair, improvement, installation, construction and management of all of the storm sewer system including the retention and/or detention basins, easements, drains, rights-of-way, areas and improvements within the Subdivision(s) which are the subject of any agreement with any governmental agency, and common areas. In the event the owners, and/or Association, of properties and Lots in the Subdivision(s) fail or refuse to provide the necessary care, maintenance, operation, inspection, repair, improvement, installation, construction and management, of the storm sewer system, the Township shall have the right to enter the property and take any necessary corrective action and then assess all costs, expenses and charges for the same against the owners, or Association, of any property according to such apportionment as is set forth in the Bylaws of the Association. The owners and/or Association, their agents, representatives, successors and assigns shall be jointly and severally liable for each such Owner's proportionate share of the cost and expenses incurred by the Township to discharge such responsibilities. Such costs, expenses and charges shall be due and owing upon written demand and notice by the Township to the Association at the last known address of the Association filed with the Township's Clerk and to the address of the Owners as set forth in the existing tax rolls. Such notice shall be sent by first-class mail, postage prepaid and a proof of service of said mailing shall be evidence of the Township's compliance with the notice requirement contained herein. In addition to the other methods of collection, the Township shall have the right to place such assessments on the Township tax rolls of the Properties and Lots in the Subdivision(s) and collect the same in the same manner as any property tax or assessment. The foregoing shall not be the exclusive right or remedy of the Township and the rights and remedies provided to the Township by statute, ordinance, agreement or other provision of these restrictions shall be preserved.

A copy of the Development Agreement between Declarant and Northville Township dated April 27, 1999, is attached hereto as Exhibit B and incorporated herein and it shall be binding upon the Association with respect to those provisions applicable to the Association and upon the Lot Owners with respect to those provisions applicable to them.

B. Personal Obligation for Assessments. Declarant, for and on behalf of each and every Lot owned within the Subdivisions, does hereby covenant and agree and each Lot Owner by acceptance of a deed therefor whether or not it shall be set forth therein, is deemed to covenant and agree to pay to the Association: (a) all annual assessments or charges when due, and (b) special assessments, if any, for capital improvements to be established and collected as hereinafter set forth, and each Lot Owner does covenant, agree and accept all of the terms, conditions, covenants and agreements hereof in accordance herewith. As provided in Article II

above, the land contract vendee of any Lot shall be responsible for the payment of all assessments imposed pursuant to this Declaration.

C. Purpose of Assessments. The purpose of the assessments levied by the Association shall be for the repair, maintenance, operations, management and improvement of the Common Areas, islands within the Subdivisions' streets, and school access easements, including but not limited to the payment of all taxes and insurance thereon, the repair and replacement thereof, the operation thereof, additions thereto and improvements thereon, and for the cost of labor, equipment, materials, management and supervision for and in conjunction therewith, except that the islands and school access agreements will not be taxable to the Association or its members. Notwithstanding anything contained herein to the contrary, in the event the Association fails or refuses to provide the necessary repairs, maintenance, operation, management and improvement of the Common Areas, then and in such event the Township shall have the right but not the obligation to undertake such work and to assess all costs for the same under and pursuant to this Declaration and under and pursuant to the Maintenance Agreements and the Development Agreement between Declarant and the Township dated April 27, 19, and each Lot Owner consents to such assessment and agrees that such assessment shall be payable on demand to the Township. In addition to other methods of collection, the Township shall have the right to place such assessment on the Township tax rolls of the assessed property and to place a lien on each Lot.

D. Annual Assessments. Until January 1 of the year immediately following the first conveyance by Declarant of a Lot to a Lot Owner who is a Member of the Association, the maximum annual assessment shall be One Hundred Dollars (\$100.00) per Lot.

1. From and after January 1 of the year immediately following the first conveyance by Declarant of a Lot to a Lot Owner who is a Member of the Association, the maximum annual assessment may be increased or decreased annually as may be determined by Declarant or, upon conveyance of one hundred (100%) percent of the Lots in the Subdivisions, by a vote of two-thirds (2/3) of the members of the Association who are voting in person or by proxy, at a meeting duly called for this purpose, as needed to pay all costs, expenses and charges to carry out its purposes hereunder.
2. In the event the membership does not or cannot agree on any change from and after January 1 of the year immediately following the first conveyance of a Lot to a Lot Owner who is a Member of the Association, then and in such event the annual assessment shall continue at the rate of Two Hundred Fifty Dollars (\$250.00) per Lot; provided, however, that in the event of any annual deficit, the Board of Directors of the Association shall assess each Lot pro rata annually to pay any such deficits.

E. Special Assessments. In addition to the annual assessments provided for herein, the Association may levy special assessments applicable to an assessment year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or

replacement of a capital improvement to the Common Areas, the islands within the Subdivisions' streets, and the school access easements; provided, however, that any such special assessment shall first be approved by two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

F. Uniform Assessment Rate. All annual, special and deficiency assessments shall be fixed and established at the same rate for all Lots.

G. Notice and Quorum. Written notice of any membership meeting called for any purpose hereunder shall be sent by first class mail to all members at least thirty (30) days in advance of such meeting, and shall set forth the purposes thereof. At the first meeting of the Association, the presence of Members or of proxies entitled to cast thirty-five (35%) percent of all votes of the members shall constitute a quorum. In the event the required quorum is not present at such meeting, another meeting may be called, upon notice as set forth herein, and the required quorum at such subsequent meeting shall be fifty (50%) percent of the required quorum at the preceding meeting.

H. Commencement Date of Annual Assessments. The first annual assessment shall commence and be due for each Lot from the Owner within thirty (30) days after title is acquired by an Owner to such Lot. In the event of land contract sales by Declarant, the land contract vendee shall be responsible for all assessments for the Lot sold on land contract from the date of the land contract. The amount of the annual assessment which shall be due for the first annual assessment shall be an amount which bears the same proportion to the annual assessment specified in paragraph D of this Article IV as the remaining number of months in that year bears to twelve (12). The annual assessments for the year, after the first assessment year, shall become due and payable on the first day of January of each year; provided, however, that the board of Directors, in its discretion may establish an installment program for payment of the annual, special or deficit assessments and may charge interest in connection therewith, but each such assessment shall be and become a lien on each Lot on January 1 of each year after the initial year.

I. Board of Directors' Duties. Subject to the foregoing provisions, the Board of Directors of the Association, which shall consist of at least five (5) and not more than fifteen (15) persons, shall fix the amount of the assessments against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall prepare a roster of the Lots and the assessments applicable thereto. Written notice of the assessment shall thereupon be sent to every Owner subject thereto and the Association shall, upon demand and payment of a reasonable charge, furnish to any Owner liable for such assessment a certificate in writing signed by an officer of the Association, which states whether such assessment has been paid and the amount of any due but unpaid assessments.

J. Effect of Non-Payment of Assessments, Personal Obligation of the Owner and Liens and Remedies of the Association. In the event any assessment is not paid on the due date then such assessment shall become delinquent and a lien therefor shall thereupon arise and shall, together with interest thereon and costs of collection therefor (as hereinafter provided), be and become a continuing lien of such Lot until paid in full, and such lien shall be binding upon the



Lot, the Owner thereof and his or her heirs, personal representatives, successors and assigns. Such assessments shall also be a personal obligation and debt of each Lot Owner and shall be binding upon each Lot Owner to pay such assessments and remain the Lot Owner's obligation and debt for the statutory period. Any successor or assign in or to title may obtain from the Association a written statement as to any unpaid assessments and charges on such Lot and such statement shall be binding upon the Association. In the event the assessment is not paid in full within thirty (30) days after delinquency, the assessment shall bear interest from the date of delinquency at the rate of seven (7%) percent per annum and the Association may bring an action at law against the Lot Owner personally obligated to pay the same or foreclose the lien against the Lot, and the costs of preparing and filing the complaint in such action and/or in connection with foreclosure shall be added to the amount of such assessment(s) and interest, and, in the event a judgment is obtained, the judgment shall include interest on the assessment(s) as above provided and reasonable attorneys' fees together with all costs and expenses of the action.

K. Subordination of the Assessment Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and any sale or transfer of any Lot shall not affect the assessment lien; provided, however, that the sale or transfer of any Lot in connection with a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of the assessments, interest and charges due prior to such sale or transfer, but in no event shall the prior Owner thereof be relieved of any liability whatsoever for such obligation and debt. No subsequent sale or transfer shall relieve such Lot from liability for any assessments, interest or charges which thereafter become due or from any lien therefor.

L. Exemptions and Modification of Assessments.

1. The Common Areas shall be exempt from any regular assessments, special assessments or deficiency assessments and from and against any liens or encumbrances therefor.
2. All Lots owned by Declarant shall be exempt from ninety (90%) percent of the annual assessments, special assessments and deficiency assessments. Upon conveyance of title to any Lot by Declarant or upon Declarant's sale of a Lot on land contract, this exemption for each Lot shall thereupon cease and such Lot shall then be liable for the prorated balance of that year's established annual assessment and special assessment, if any; provided, however, that any Lots owned by Declarant shall not be exempt from assessments by the Township for real property taxes and other charges.
3. The initial cost of development of the Common Areas, as set forth in the Development Agreement, shall be borne and paid for by Declarant, and Declarant shall have no other obligation to construct improvements on or develop or maintain the Common Areas.

## ARTICLE V

### BUILDING, USE AND OTHER RESTRICTIONS

A. Residential Lots. No Lot subject hereto shall be used except for residential purposes. No Structure shall be erected, altered, placed or permitted to remain on any Lot subject hereto other than one (1) detached dwelling which shall include an attached private garage for not more than three (3) cars for the sole use of the Owner or occupant of the Lot upon which such dwelling and garage shall have been erected; provided, that each dwelling constructed upon any Lot shall have at least a two (2) car garage attached thereto, constructed at the time of and in conjunction with construction of such dwelling; and subject, further, to the additional covenants, conditions and restrictions hereinafter set forth and imposed upon and against the Lots, or any portions thereof. No dwelling's front facade shall exceed two stories.

B. Square Footage and Type of Construction. The Declarant intends and desires that all structures within the Subdivisions be architecturally harmonious and architecturally pleasing and that the design and location of such structures take into account the preservation of trees and the natural environment of the Subdivisions. No dwelling shall be erected on any Lot in the Subdivisions which has a living floor space, excluding garages and porches, of less than 2500 square feet. No structures may be moved onto any Lot in the Subdivisions. At least 60% of the houses in the Subdivisions will have side entry garages. The Declarant, until incorporation of the Association, and the Association thereafter, shall have the right to review architectural plans, elevations, and site plans for the purpose of determining whether, in its sole discretion, the proposed plans will result in a development of the Lot or Lots which is not consistent with this Declaration or with the character or intended character of the Subdivisions. Prior to the erection or placement of any structure on any lot, except for structures erected or placed by Declarant, the proponent shall apply to the Declarant or the Association, as the case may be, for approval of the proposed construction and/or placement. Such application shall be accompanied by architectural plans and a site plan prepared as and in the form required by applicable Township ordinances and state law. The Declarant or Association will then have 30 days within which to approve the plan. Failure to approve the plan within such 30 day period shall constitute a rejection. Any subsequent changes in the plan must be submitted for approval as in the case of an original submission. The Association may, by a vote of its Board, establish a review authority, consisting of one or more Members, to act on behalf of the Association.

C. Nuisances. No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the other Lots or Lot Owners.

D. Reservation of Rights. Declarant reserves for itself and for the Association and their respective agents the right to enter upon any Lot for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which is the opinion of Declarant or the Association detracts from the overall beauty, setting and safety of the Subdivisions. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. Declarant and the Association and their respective agents may likewise enter upon such land to remove any trash which has collected on such Lot without such entrance and

removal being deemed a trespass. The provisions of this paragraph shall not be construed as an obligation on the part of Declarant or the Association to mow, clear, cut, or prune any Lot nor to provide garbage or trash removal services.

E. Unightly Conditions. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or ground on such Lot which shall tend to substantially decrease the beauty of the Subdivisions as a whole or any specific area thereof.

F. Driveways. All driveways shall be paved with asphalt or concrete.

G. Temporary Structures. Trailers, tents, shacks, tool sheds, barns or any temporary buildings of any design whatsoever are expressly prohibited within the Subdivisions and no temporary residence shall be permitted in an unfinished residential building. This shall not prevent the erection of a temporary storage building for materials and supplies to be used in the construction of a Dwelling, and which shall be removed from the premises on completion of the structure, and shall not prevent use by any builder or contractor of trailers for material storage or model offices during the period of construction in the Subdivisions, provided the same shall be removed at the completion of such construction.

H. Signs. No signs of any kind shall be displayed to the public view on any Lot except one (1) professional sign of not more than five (5) square feet advertising the property for sale or rent, and except for political signs. Such signs as are allowed must comply with applicable laws and ordinances, and must be maintained in good condition at all times and removed on the termination of their use.

I. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats or other household pets which may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Household pets shall have such care as to not be objectionable or offensive on account of noise, odor or unsanitary conditions.

J. Refuse and Stored Materials. No Lot shall be used or maintained as a dumping ground or for outside storage for rubbish, trash, garbage or other materials. Other waste shall be kept in a sanitary container, properly concealed from public view.

K. Landscaping. Basic landscaping, including finish grading or sodding, must be completed within nine (9) months after date of occupancy; provided, however, any person occupying a newly constructed Dwelling within the Subdivisions between May 1 and September 1 of any year shall have basic landscaping completed within sixty (60) days after occupancy. Grading and tree clearance are subject to the requirements of the Development Agreement.

L. General Conditions:

1. No trailers, boats, boat trailers, campers, recreational vehicles, trucks larger than a pickup, all terrain vehicles, snowmobiles, tractors, mobile

homes, junk cars, motorcycles, motor homes or commercial vehicles, other than those present on business may be parked in the Subdivisions except within a private attached garage.

2. No clothes lines or outside drying of laundry shall be permitted.
3. All mail boxes shall be of uniform size, color and name design and shall be located uniformly with reference to the Dwellings in accordance with post office requirements.
4. There shall be no cars parked or stored on a Lot on the street that are inoperable for a continuous time period in excess of twenty-four (24) hours unless contained within a garage.
5. No snowmobiles, all terrain vehicles or any other type of off-road recreational vehicles shall be operated in the Subdivisions.

M. Fences and Walls. No fence or wall shall be erected, placed or altered on any Lot nearer to the front street than the front building setback line, or nearer to the side street on corner Lots than the side building setback line, and provided, further, that no fence more than forty-eight (48) inches in height shall be constructed. Notwithstanding the foregoing, fences in a side yard adjoining a public or private street shall not exceed forty-eight (48) inches in height, and all fences shall comply with the provisions of Sub-section N below. Where such fences abut a Common Area, no fence shall be erected except on condition that the Lot Owner of such Lot regularly cuts, cleans and maintains the area of such Lot between said fence and the Common Area. All fences shall be subject to approval by and permitting requirements of the Township.

N. Sight Distance at Intersection. No fence, wall, hedge, or shrub planting greater than three (3) feet in height above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points thirty (30) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of a street property line extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at least ten (10) feet above the ground, or such greater height as is necessary to prevent obstructions of such sight lines.

O. Utility Easements. Easements for the construction, installation and maintenance of utilities, and for drainage facilities, are reserved as shown on the recorded Plat. Within all of the foregoing easements, unless the necessary approvals are obtained from the Township and any other appropriate municipal authority, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such service facilities and utilities, including underground electrical and telephone local distribution systems, or which may change, obstruct or retard the flow or direction of water in and through drainage channels in the easements, nor shall any change, which may obstruct or retard the flow

of surface water or be detrimental to the property of others, be made by the occupant in the finished grade of any Lot once established by the builder upon completion of construction of the Dwelling thereon. The easement area of each Lot and all improvements in it shall be maintained (in a presentable condition continuously) by the Lot Owner, except for those improvements for which a public authority or utility company is responsible, and the Lot Owner shall be liable for damages to service facilities and utilities thereon, including damage to electric, gas, and telephone distribution lines and facilities therein. Except as may be otherwise provided herein, each Lot Owner shall maintain the surface area of easements within his property, to keep weeds out, to keep the area free of trash and debris, and to take such action as may be necessary to eliminate or minimize surface erosion.

P. Public Utilities. All public utilities such as water mains, sanitary sewers, storm sewers, gas mains, electric and telephone local subdivisions distributions lines, and all connections to same, either private or otherwise, shall be installed underground; provided, however, that the above ground transformers, pedestals, cable and/or other feeder pole lines, and other above ground electric and telephone utility equipment associated with or deemed necessary by The Detroit Edison Company and the Michigan Bell Telephone Company, or the Declarant, for underground utility installations and distribution systems, and surface and offsite open drainage channels and facilities as well as street lighting stanchions, shall be permitted. In addition, the Subdivisions and each Lot therein is subject to the terms of an Agreement and to the terms of an Easement Grant and Declaration of Restrictions, in each case between the Declarant the Detroit Edison Company and the Michigan Bell Telephone Company, which instruments may now be or will hereafter be recorded in the Wayne County Records, and in each case relating to the installation and maintenance of underground electric and communication service and facilities, and which instruments are, by this reference, incorporated herein. Notwithstanding the foregoing, the provisions and requirements of this Sub-section P shall not apply to Detroit Edison utility poles existing as of the date hereof.

Q. With respect to Lots which surface drain to wetlands, only non-phosphorus fertilizers may be used, and only pesticides that have Michigan Department of Environmental Quality approval for use in wetland watersheds may be used.

R. Sales Office. Anything herein contained to the contrary notwithstanding, the Declarant, its successors and assigns, its or their agents, employees and sales representatives may use and occupy any Lots or Dwellings built in the Subdivisions as a sales office for the handling of sales of Lots and/or Dwellings in said Subdivisions or other lands in the Township owned by the Declarant, until all of the Lots and/or Dwellings to be built on said lands shall have been sold, and further, may construct fences otherwise in violation of Sub-sections M and N above in front of, or along side of, model or display houses and may display signs otherwise in violation of Sub-sections H, M and N above during such sales period; provided, however, that at such time as such model or display house is sold, any such fence, sign or portion thereof otherwise in violation of Sub-sections H, M or N above shall be removed by the builder of such model or display house.

S. Completion of Construction. The repair of any structure damaged by fire or otherwise shall be completed as rapidly as possible and should the Owner leave such structure in

any incomplete condition for a period of more than six (6) months, then Declarant, the Association, or their authorized representative, is authorized and empowered either to tear down and clear from the premises the uncompleted portion of such structure, or to complete the same at their discretion, and in either event, the expense incurred shall be charged against the Owner's interest therein and shall be a lien upon said lands and premises.

T. Areas shown as open space, buffer areas and transitional areas on the Tentative Preliminary Plat – North and South for The Woodlands Subdivisions dated February 27, 1998 and approved by the Township Board on February 19, 1998 subject to modifications and subsequently administratively approved by the Township Clerk on March 20, 1998 may not be used for any purpose other than as shown on the Preliminary Plat without the approval of the Township. Further, the restrictions on use of the Common Areas set forth in Article IV, Sub-section A, shall apply to the Association.

## **ARTICLE VI**

### **EXCULPATION FROM LIABILITY**

In no event shall any party have the right to impose liability on, or otherwise contest judicially, the Declarant or the Association for any decision of the Declarant or the Association (or alleged failure of the Declarant or the Association to make a decision) relative to the approval or disapproval of a structure or any aspect or other matter as to which Declarant reserves the right to approve or waive under this Declaration. The approval of the Declarant of a structure or other matter shall not be construed as a representation or warranty that the structure or matter is in conformity with the ordinances or other requirements of the Township or any other governmental authority. Any obligation or duty to ascertain any such nonconformities, or to advise the Lot Owner or any other person of the same (even if known), is hereby disclaimed.

## **ARTICLE VII**

### **GENERAL PROVISIONS**

A. Duration. The Declaration of the covenants, and restrictions herein created shall run with and bind the land, and shall inure to the benefit of and be enforceable by the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed and agreed to by the then Owners of two-thirds (2/3's) of the Lots has been recorded, changing said covenants and restrictions in whole or in part; provided, however, that no such agreement and instrument of change shall be effective unless made and recorded at least three (3) years in advance of the effective date of such change, and unless written notice of proposed agreement and instrument of such change is sent to every Owner at least ninety (90) days in advance of any action taken; and provided, further, that no such agreement and instrument of change affecting, in any way, the Common Areas within the Subdivisions or contravening the Development Agreement shall be effective unless the prior

consent thereto of the Township, by and through its Township Board, shall have first been obtained.

B. Notices. Any notice required to be sent to any Lot Owner or the Association under the provisions of this Declaration shall be deemed to have been properly sent to a Lot Owner when mailed, postpaid, to the last known address of the person who appears as Lot Owner on the records of the Wayne County, Michigan or Township tax rolls, or to the Association when mailed, postpaid to the address of the Association as shown on the last annual report of the Association on file with the State of Michigan.

C. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

D. Severability. Invalidation of any one or more of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

WITNESSES:

Patricia A. Bryan  
PATRICIA BRYAN

Jennifer Brisson  
Jennifer Brisson

STATE OF MICHIGAN     )  
                                      ) SS  
COUNTY OF WAYNE     )

PULTE LAND DEVELOPMENT CORPORATION

A Michigan corporation

By: Howard Fingeroot  
Howard Fingeroot

Its: President

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of January, 2002, by Howard Fingeroot of Pulte Land Development Corporation, a Michigan corporation, on behalf of the said corporation.

Jennifer Brisson  
Notary Public

Wayne County, Michigan  
My commission expires: 7-7-04

JENNIFER BRISSON  
NOTARY PUBLIC OAKLAND CO., MI  
MY COMMISSION EXPIRES JUL 7, 2004  
Doc# 368110\_1

The easement description is approved as to form only by Engineer for the Northville Charter Township on December 17, 1998.

This instrument accepted by the Board of Trustees of the Northville Charter Township at its meeting of December 17, 1998, and directed to be recorded.

**The Charter Township of Northville  
A Michigan Municipal Corporation**

WITNESSES (2):

GRANTOR:

Diane M. Jefferson  
(Print Name) Diane M. Jefferson

By: Mark J. Abbo  
Mark J. Abbo, Supervisor

Dawn M. Hillebrand  
(Print Name) Dawn M. Hillebrand

By: Sue A. Hillebrand  
Sue A. Hillebrand, Clerk

STATE OF MICHIGAN

COUNTY OF WAYNE

The foregoing instrument was acknowledged before me this 24th day of January, 2001, by Mark J. Abbo, Supervisor and/or Sue A. Hillebrand, Clerk of the Charter Township of Northville, a Michigan municipal corporation, on behalf of the said corporation.

CHRISTINE M. DEVLIN  
NOTARY PUBLIC WAYNE CO., MI  
MY COMMISSION EXPIRES Nov 19, 2003

Christine M. Devlin  
Notary Public  
Wayne County, Michigan  
My commission expires: 11/19/03

After recording, return this instrument to:

Township Clerk  
Charter Township of Northville  
41600 Six Mile Road  
Northville, Michigan 48167

The form of this instrument drafted by:

James E. Tamm, Esq.  
O'Connor, DeGrazia and Tamm, P.C.  
4111 Andover Road, Suite 300 East  
Bloomfield Hills, Michigan 48302

Charter Township of Northville



## EXHIBIT "A"

### LEGAL DESCRIPTION OF WOODLANDS NORTH SUBDIVISION

Lots 1 through 113, Woodlands North Subdivision No.1, according to the plat thereof, as recorded in Liber 115, Page 57 of Plats, Wayne County Records, and Lots 114 through 237, Woodlands North Subdivision No.2, according to the plat thereof, as recorded in Liber 116, Page 85 of Plats, Wayne County Records, together with all common areas located within Woodlands North Subdivisions No. 1 and No. 2; located in the Township of Northville, Wayne County Michigan, also known as

Commencing at the Southwest Corner of Section 10, T1S, R8E, Northville Township, Wayne County, Michigan, thence N00°55'18"E 1250.88 feet along the West line of said Section 10 for a PLACE OF BEGINNING; thence continuing along said West line N00°55'18"E 1262.50 feet to the West ¼ Corner of said Section 10; thence N89°18'58"E 2581.59 feet along the East-West ¼ line of said Section 10; thence S00°48'10"W 1264.77 feet along the Westerly right-of-way line of Sheldon Road (variable width); thence N89°28'12"W 195.87 feet; thence S00°31'21"W 21.85 feet; thence N89°28'12"W 203.31 feet; thence N01°28'02"W 21.14 feet; thence N18°23'32"W 224.48 feet; thence N04°16'14"W 70.59 feet; thence N82°14'54"W 138.72 feet; thence S07°45'06"W 34.74 feet; thence N87°02'03"W 60.15 feet; thence N87°02'46"W 145.17 feet; thence S05°50'35"E 142.74 feet; thence S21°19'10"E 95.12 feet; thence S17°42'19"E 90.94 feet; thence S06°32'47"E 82.58 feet; thence S00°31'48"W 398.35 feet; thence S47°51'24"W 60.35 feet; thence N48°35'19"W 125.29 feet; thence N64°24'58"W 125.29 feet; thence N79°32'09"W 125.51 feet; thence S87°05'51"W 301.81 feet; thence S78°51'48"W 48.68 feet; thence S68°33'14"W 134.52 feet; thence N79°57'34"W 281.85 feet; thence N02°44'32"W 247.58 feet; thence N14°52'02"W 109.02 feet; thence N33°23'57"W 130.42 feet; thence N50°37'59"W 119.50 feet; thence N55°27'40"W 92.00 feet; thence 324.63 feet along the arc of a 420.00 foot radius non-tangential circular curve to the left, chord bearing S37°10'37"W 316.61 feet; thence N74°49'57"W 60.00 feet; thence N71°26'45"W 116.38 feet; thence N89°04'42"W 73.85 feet to the Place of Beginning, being part of the Southwest ¼ of said Section 10, containing 82.88 acres of land, more or less, being subject to easements and restrictions of record, if any.