

NORTHVILLE COLONY ESTATES ASSOCIATION, INC

BY-LAWS

Version 3
January, 2003

ARTICLE I – DESCRIPTION

These By-Laws are set forth to regulate the conduct of business within Northville Colony Estates Association, Inc., herein called the "Association". It shall be a non-profit Michigan Corporation. Its mailing address shall be Post Office Box 144, Northville, Michigan 48167.

ARTICLE II -- PURPOSES

The purposes for which the Association is formed are as follows:

- 1) To exercise all of the powers of the Lot Owners' Association as described and set forth In the various declarations of restrictions applicable to members of the Association.
- 2) To supervise and maintain the Park described as 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 Liber 90 of Plats, Pages 45 to 46, Wayne County Records, pursuant to Building and Use Restrictions recorded In Liber 16628, Page 250; #2 recorded in Liber 18001, Page 840, Register #F-687436, Wayne County Records.
- 3) To promote the welfare of Its members by maintaining and beautifying the subdivision in which its members are located, by enforcing building and use Restrictions, by representing its members before governmental boards or bodies, by promoting social and recreational activities and by engaging in such other activities as are incidental thereto and not forbidden by the laws of the State of Michigan and with all the powers conferred upon corporations by the laws of the State of Michigan.

ARTICLE III -- MEMBERSHIP

1) Definition of Membership: The owners of a lot or lots in Northville Colony Estates, which is located in the Southeast One Quarter of Section 14, Town 1 South, Range 8 East, Northville Township, Wayne County, Michigan, shall be the members of the Association. Membership in said Association shall be mandatory for each owner in Northville Colony Estates and/or their successors and assigns.

A member shall be defined as every person or entity who or which is a record owner of a fee or undivided fee interest, in any lot included within the purview of this Association, but not including owners who have sold their interest under executory land contract. During such time as such land contract is in force, the land contract vendee shall be considered to be the member of the Association.

2) Voting Rights of Membership: One vote shall be assigned to each home site. This single vote is independent of the number of platted lots contained therein, or the number of owners of the property. Thus each household shall be entitled to cast one vote.

ARTICLE IV -- FINANCES

1) Fiscal Year: - The Fiscal Year of the Association shall begin August 1 and end July 31 of the following year.

2) Maintenance Fund: - Each member, as defined in Section 1 of Article III, must pay to the Association the annual per lot maintenance charge, which charge shall become due and payable annually on the first day of January in each year. Annual per lot maintenance charges, including those from prior years, not paid by January 31 in each year shall be

subject to a one percent per month, compounded monthly, finance fee beginning January 31 of the following year. In no case will a resident be required to pay dues for years prior to the year of closing on the house.

The annual maintenance charge shall be Eighty Dollars (\$80.00) per year. This charge may be adjusted from year to year as the need of the property may, in the judgment of the Board of Directors, require. The annual maintenance charge can be raised only upon a majority vote of the Board of Directors of the Association. This vote may occur only at a duly noticed Annual Meeting of the Association. In no event, however, shall the charge be raised over Eighty Dollars (\$80.00) per lot, except by the approval and consent in writing of Seventy-Five percent (75%) of the members of the Association. Approval shall make any such additional maintenance charge binding upon all members of the Association.

The maintenance fund shall be used for such of the following purposes as the Board of Directors shall determine necessary and advisable:

- For improving, maintaining, and purchasing new equipment for Out lot A (Park) of Northville Colony Estates, and entrance ways included within the Association;
- for planting trees and shrubbery and the care thereof,
- for collecting and disposing of garbage, ashes and rubbish in the park or entrance ways;
- for removing grass or weeds in the park and subdivision entrance ways;
- for constructing, purchasing, maintaining or operating any community service or for doing other things necessary or advisable in the opinion of the Board of Directors for keeping the property neat or in good order;
- for expenses incident to the examination of plans and to the enforcement of building restrictions, conditions, obligations, reservations, rights, powers and charges as applicable to the subdivision;
- for the expenses of operating the Association, including postage, rental of meeting quarters, legal fees, insurance coverage for the Association and members of the Board of Directors for acts done within the scope of their duties as members of the Board of Directors of the Association, filing and franchise fees and other expenses necessary or incidental to the operation of a corporation.

Expenditures for new equipment or improvements, in excess of Fifty Dollars (\$50), but less than One Thousand Dollars (\$1000) per expenditure, shall be approved by a majority of a quorum of the Board of Directors. Expenditures for new equipment or improvements in excess of One Thousand Dollars (\$1000) shall be approved by a majority of eligible voters attending either a regular or special meeting. Written notice of the proposed expenditure in excess of One Thousand Dollars (\$1000) must be given to the members in the notice, as required by these By-Laws, of the regular or special meeting. Regular and necessary maintenance is not subject to the above limitations.

Total annual expenditures for new equipment or improvements shall not exceed Association cash assets minus projected annual maintenance costs. Expenditures of any type may in no way jeopardize the good financial standing of the Association.

3) Special Assessments: Special assessments may be levied by the Board of Directors for the purpose of activities within the general powers of the Association, but not within the specific purposes, for which the maintenance fund may be used, including, but not limited to, indemnification of members of the Board of Directors as described in Article VI. No special assessments shall be levied against the members of the Association without having the approval of at least Two-Thirds (2/3) of the eligible voters attending either a regular or special meeting. In no case shall special assessments exceed Two Hundred Dollars (\$200) in any one fiscal year.

4) Liens: The annual maintenance charge and any special assessments of the Association shall be a lien and encumbrance of the land with respect to which the charges are made. A certification in writing issued by the Treasurer of the Association shall be given on demand to any member liable for said charges setting forth the status of all unpaid charges. The Association shall have the power and right in its own name to take and prosecute all suits, legal, equitable or otherwise, which may, in the opinion of the Board of Directors, be necessary or advisable for the collection of such charges and to take such other steps as it deems expedient to impose said lien upon said land. Any member in arrears for any maintenance fee or special assessment shall also be liable for the costs and expenses (including attorneys' fees) of the Association to collect such unpaid amounts. Such costs and expenses shall also be a lien and encumbrance on the land with respect to which the costs and expenses are incurred.

5) Failure to Pay Fees or Assessments: Any members who shall be Ninety (90) days or more in default in the payment of the annual maintenance charge or in the payment of any special assessments shall not be members in good

standing and shall not be entitled to vote at any meeting of the Association, nor to hold office In the Association, nor be a member of any committee, until all such delinquencies have been paid.

6) Loans: No loans for any purpose whatsoever may be secured in the name of, or on behalf of, the Association.

7) Monetary Fines for Violations of Restrictions Requirements: A system of monetary fines shall be implemented, based on violations of rules stated in the Restrictions. Fines not to exceed \$100 annually may be assessed to any homeowner who is in persistent violations of an item in the Restrictions. Assessment of fines will be based on a majority vote of the Board of Directors, and will only be implemented following written notification, and reasonable time given to remedy the violation in question. Fines may be reissued annually if the owner is continually in noncompliance. Fines are payable by Dec 31 of the year of issue. Late fines will be charged an annual interest fee at market rates.

Priority of payment: Monies received by the Board will be attributed in the following priority:

- 1) Fines.
- 2) Legal fees incurred by the Board, as pertain to enforcing payment of monies owed the Association.
- 3) Special assessment.
- 4) Annual maintenance fee.

ARTICLE V -- MEMBERS MEETINGS

1) Annual Meeting: An Annual Meeting of the Association shall be held during the month of September each year. Written notice of the time, place, and purposes of the Annual Meeting of the Association shall be given not less than Ten (10) but not more than Sixty (60) days to each member of record entitled to vote at the meeting. Such notice may be by mail or included by being prominently displayed in the Association Newsletter, delivered by hand or mailed.

2) Order of Business at Annual Meeting: The order of business at the Annual Meeting of the members shall be as follows:

- (a) Roll call
- (b) Reading of notice
- (c) Reading of minutes of last preceding meeting
- (d) Report of President
- (e) Report of Secretary
- (f) Report of Treasurer
- (g) Reports from Committee Chairpersons
- (h) Election of Directors
- (i) Transaction of old business
- (j) Transaction of new business
- (k) Adjournment

Provided that, in the absence of any objection, the presiding officer may vary the order of business at his or her discretion.

3) Special Members' Meetings: A special meeting of the members may be called at any time, by the President, or by a majority of the Board of Directors or upon the request of Fifty (50) eligible voters, when submitted in writing to the Secretary.

4) Notice of Special Meetings of Members: At least Fourteen (14) days prior to the date of any special meeting, written notice of the time and place of such meeting shall be delivered to each residence. The notice of a special meeting shall state the matters to be considered. No action may be taken on any matter not set forth in the notice of special meeting.

5) Meeting Attendance: Attendance of a member at any meeting of the Association constitutes waiver of notice of the meeting, except when the member attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

6) Quorum: Twenty-Five (25) eligible voters shall constitute a quorum for the transaction of business at any membership meeting. Once a quorum is established, the members present at such meeting may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum. Whether or not there is a quorum, the meeting may be adjourned by a vote of the members present.

7) Minutes: Summarized minutes of all regular and special meetings of the membership and of the Board of Directors shall be distributed to all members at least Two (2) times annually. A complete set of minutes will be available for review by any member upon request.

ARTICLE VI -- BOARD OF DIRECTORS

1) Number and Terms of Directors: The business, property and affairs of the Association shall be managed by a Board of Directors composed of Seven (7) persons. The Directors shall be elected by a majority vote of a quorum of members at a regular or special meeting called for that purpose. Directors shall be elected to fill expiring places on the Board for full Two (2) year terms.

2) Vacancies: Vacancies on the Board of Directors shall be filled by appointment made by the remaining Directors. Each person so appointed shall serve for the remainder of the term of the Director replaced. In the event that a replacement cannot be found after a reasonable time, an officer may assume the role of any non-officer position.

3) Action by Unanimous Written Consent: If and when all the Directors shall severally or collectively unanimously consent in writing to any action to be taken by the Association, such action shall be as valid corporate action as though it has been authorized at a meeting of the Board of Directors.

4) Power to Elect Officers: The Board of Directors shall select four officers: a PRESIDENT, a VICE PRESIDENT, a SECRETARY, a TREASURER, all from members of the Board of Directors. Said Officers shall hold their respective offices for a period of One (1) year or until their respective successors are so selected and qualify.

5) Power to Appoint Other Officers and Agents: The Board shall have the power to appoint such other officers and agents as the Board may deem necessary for the transaction of the business of the Association.

6) Meetings of the Board of Directors: Meetings of the Board of Directors shall be held, at such times and places, as the majority of the Board of Directors determines is necessary to transact the business of the Association. Special meetings of the Board of Directors may be called at any time by the President or Secretary, or by a majority of the Board of Directors. Directors shall be notified verbally or in writing of the time and place of the special meeting at least Three (3) days prior thereto. Any Director shall, however, be deemed to have waived such notice by attendance at any meeting, unless a Director attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

7) Quorum: Four (4) of the Board of Directors shall constitute a quorum for the transaction of business.

8) Compensation: No Director or Officer, except the Secretary and Treasurer, shall receive any salary or compensation for his or her services to the Association (except the indemnification of Directors and Officers, by insurance or otherwise, as provided in this Article VI, Sections 9, 10, 11, 12 and 13), unless otherwise specially ordered by the Board of Directors or by these By-Laws, and approved by Two-Thirds (2/3) of the eligible voters, in person, at a regular or special meeting of the membership. In consideration of services rendered, the Secretary and Treasurer shall receive a compensation equal to the amount of the annual maintenance charge.

9) Indemnification of Directors and Officers: The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact the person is or was a Director, Officer, Employee or Agent of the corporation against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit, or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Association or its members, and with respect to any criminal action or proceeding, had no reasonable cause to believe that the conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not of

itself create a presumption that the person did not act in good faith and in a manner which the person reasonably believed could be in or not disposed of the best interest of the Association or its members and, with respect to any criminal action or proceeding, had reasonable cause to believe that the conduct was unlawful.

10) Indemnification of Directors and Officers: The Association shall indemnify any person who was or is a party to or is threatened to be made a party to any threatened, pending, or completed action or suit, by or in the right of the Association to procure a judgment in its favor by reason of the fact that the person was or is a Director, Officer, Employee, or Agent of the Association, against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interest of the Association or its members and except that no indemnification shall be made in respect to any claim, issue, or matter as to which such person shall have been judged to be liable for negligence or misconduct in the performance of a duty to the Association unless and only to the extent that the Court in which such action or suit was brought shall determine upon application that despite the adjudication of liability but in view of all circumstances that the case, such person is fairly and reasonably entitled to indemnity for such expenses which such Court shall deem proper.

11) Indemnification of Directors and Officers: The Association shall indemnify any person who is or was a party to or is threatened to be made a party to any pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (including an action by or in the right of the Association) by reason of the fact that the person is or was a Director, Officer, Employee, or Agent of the Association against expenses (including attorneys' fees) actually and reasonably incurred in connection therewith, to the extent the person has been successful on the merits or otherwise. If any such person has been only partially successful on the merits or otherwise, the person shall be indemnified against expenses as stated above to the extent the person has been successful.

12) Authorization of Indemnification: Any indemnification under Sections 9, 10 or 11 (unless ordered by a Court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director, Officer, Employee, or Agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in Sections 9 or 10. Such determination shall be made in any of the following ways:

- (a) By the Board by majority vote of a quorum consisting of Directors who are not parties to such action, suit, or proceeding; or
- (b) If such quorum is not obtainable, or even if obtainable, a majority of a quorum of disinterested Directors so direct, by independent legal counsel in a written opinion; or
- (c) By a majority vote of members attending and entitled to vote at a regular or special meeting.

13) Payment of Expenses Prior to Authorization: Expenses incurred in defending a civil or criminal action, suit, or proceeding described in Sections 9, 10, or 11 may be paid by the Association in advance of the final disposition of such suit, action, or proceeding in the manner authorized in Section 12 upon receipt of an undertaking by or on behalf of the Director, Officer, Employee or Agent to repay such amount unless it shall ultimately be determined that the person is entitled to be indemnified by the Association.

14) Insurance: The Board of Directors may purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Employee, or Agent of the Association against any liability asserted against the person and incurred by the person in such capacity or arising out of the person's status as such, whether or not the Association has the power to indemnify the person against such liability in Sections 9, 10, or 11 of these By-Laws.

ARTICLE VII -- OFFICERS

1) Terms: Officers shall hold their respective offices for a period of One (1) year or until their respective successors are so selected and qualify.

2) President: The President shall be the chief executive officer of the Association. He or she shall preside over all meetings of the Board and of the members. He or she shall have general and active supervision of the business of the Association subject, however, to the right of the Board of Directors to delegate any specific power except such as may

be by statute exclusively conferred upon the President, to any other Officer or Director of the Association. The President shall be ex-officio a member of all committees.

3) Vice President: In case the office of President shall become vacant by death, resignation or otherwise, or in case of the absence of the President or disability to discharge the duties of the office, such duties shall, for the time being, devolve upon the Vice President. Normally, the Vice President shall do and perform such acts as the Board of Directors may, from time to time, authorize him or her to do.

4) Secretary: The Secretary shall attend all meetings of the members and of the Board of Directors and shall preserve in books of the Association true minutes of the proceedings of all such meetings. He or she shall give all notices required by statute, these By-Laws or Board of Directors' resolution. The Secretary shall perform such other duties as may be delegated to him or her by the Board of Directors.

5) Treasurer: The Treasurer shall have custody of all corporate funds and shall keep in books belonging to the Association full and accurate accounts of all receipts and disbursements. He or she shall deposit all moneys in the name of the Association in such depositories as may be designated for that purpose by the Board of Directors. The Treasurer shall disburse the funds of the Association as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the Board of Directors, at meetings of the Board, and at the Annual Meeting of the members an account of the financial condition of the Association. The Association shall acquire a Treasurer's bond to insure the faithful performance of his or her duties. All checks paying out Association funds shall be signed by the Treasurer and countersigned by another member of the Board of Directors designated as an authorized signatory for such purpose. At the close of each fiscal year the Treasurer shall prepare and sign an annual financial report, covering the fiscal year then ending.

ARTICLE VIII -- COMMITTEES

Committees as required to conduct the business of the Association may be appointed by, and report to, the Board of Directors. Subject to the approval of the Board of Directors, the President shall have the authority to appoint Committee Chairpersons.

A resident other than a member of the Board may be a member of no more than Two (2) committees at one time. The Association President is an ex-officio member of all committees. Residents must be Association members in good standing (ref.: Article IV, Section 5) in order to be on a committee. A Committee Chairperson may not chair more than Three (3) committees at the same time.

ARTICLE IX -- AMENDMENTS

These By-Laws may be amended, altered, changed, added to or repealed by the affirmative vote of Two-Thirds (2/3) of votes cast, either in person at any regular or special meeting, or in writing via a written and signed Ballot sheet, if notice of the proposed amendment, alteration, change, addition or repeal be contained in the notice of the meeting, and delivered to each household not less than 14 days prior to the vote.

Furthermore, no amendments may be made to these By-Laws which would contradict, restrict, or otherwise conflict with any of the matters contained in Restriction recorded for the subdivision included within the jurisdiction of this Association.

ARTICLE X -- RECALL

The holder of any elective office, whether or not succeeding thereto by appointment or otherwise, may be removed from office at any meeting of the members. Notice of the proposed removal shall be included in the notice of the meeting as required by these By-Laws. Removal shall be made upon an affirmative vote, by roll call, of the majority of a quorum of members.

END OF DOCUMENT.

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 90 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 comer 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 comer 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 comer 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 comer 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 comer 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 as 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.

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