

NOTE: THE FOLLOWING IS AN UNOFFICIAL COPY OF THE DECLARATION OF RESTRICTIONS GOVERNING THE RIDGEWOOD HILLS SUBDIVISION AND IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. PLEASE REFER TO THE OFFICIAL DOCUMENT RECORDED AT LIBER 20298, PAGES 551 – 563, WAYNE COUNTY REGISTER OF DEEDS.

#### DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned, PLYMOUTH INVESTMENT CO., a Michigan Limited Co-Partnership, of 2900 W. Maple Road, Troy, Michigan 48084, hereinafter referred to as “Declarant”, owner in fee simple of the lands hereinafter described, and hereinafter referred to as “The Subdivision”, and First Federal Savings and Loan Association of Detroit, a Federal Corporation, of 1001 Woodward Avenue, Detroit, Michigan 48226, Mortgagee, desire to create a planned community with permanent open space areas, called “Common Area”, for the benefit of all residents of The Subdivision, which is located in the Township of Plymouth, Wayne County, Michigan, and more particularly described as:

Lots 1 through 185 inclusive of RIDGEWOOD HILLS SUBDIVISION NO. 1, of part of the W. ½ of section 32, T. 1 S., R. 8 E., Plymouth Township, Wayne County, Michigan according to the plat thereof as recorded in Liber 98 of Plats, Pages 35 through 40, Wayne County Records; and

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values and amenities in The Subdivision and for the maintenance of the Common Area, and to this end desires to subject The Subdivision and the Common Area to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of The Subdivision and each owner of a lot therein: and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in The Subdivision, to create a legal entity to which should be assigned the powers and duties of maintaining the subdivision entrance gates, storm water drainage lines and retention areas, drainage outlets and facilities serving The Subdivision, as well as owning, maintaining and administering the Common Area and facilities that may be constructed thereon and collecting and disbursing the assessments and charges hereinafter created, and in connection therewith, promoting the recreation, health, safety and welfare of the residents; and

WHEREAS, in connection with the above, the Declarant and the Township of Plymouth have entered into an Open Space Agreement which establishes certain obligations of the Association to the Township in relation to the ownership and administration of the Common Area, and maintenance of the Subdivision entrance gates, the storm drainage lines, outlets and water retention areas and storm water facilities serving the subdivisions.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the undersigned, its successors and assigns, and all intending purchasers, and future owners of the various lots comprising The Subdivision, the undersigned Declarant for itself, its successors and assigns does hereby publish and declare and make known to all intending purchasers and future owners of the various lots comprising The Subdivision, that the same will and shall be used, held, and/or sold expressly subject to the following building and use conditions, restrictions, covenants and agreements which comprise the general improvement plan, as well as the Open Space Agreement between Declarant the Township of Plymouth, both of which shall be incorporation by reference in all deeds of conveyance and contracts for the sale of said lots and shall run with the land and be binding upon all grantees of individual lots in The Subdivision, and on their respective heirs, personal representatives, successors and assigns

ARTICLE 1  
DEFINITIONS

Section 1. "Association" shall mean and refer to the Ridgewood Hills Subdivision Association, a Michigan Non-Profit Corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of The Subdivision, including land contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to the residential lots within The Subdivision hereinbefore described.

Section 4. "Common Area" shall mean those areas of land shown on the recorded plat of The Subdivision (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot within The Subdivision is described as follows:

"Ridgewood Center Park" and "Ridgewood Park South", Ridgewood Hills Subdivision No. 1, of part of the W. ½ of Section 32, T. 1 S., R. 8 E., Plymouth Township, Wayne County, Michigan, according to the plat thereof as recorded in Liber 98 pages 35 thru 40 of plats, Wayne County Records.

Section 5. "Lot" shall mean and refer to any numbered lot shown on any recorded plat of The Subdivision.

Section 6. "Declarant" shall mean and refer to Plymouth Investment Co., a Michigan Limited Co-Partnership, its successors and assigns.

Section 7. "Declaration" shall mean and refer to this Declaration of Restrictions, as recorded in the office of the Wayne County Register of Deeds, State of Michigan.

Section 8. "Member" shall mean and refer to those persons entitled to membership in the Association, as provided in this Declaration.

ARTICLE II  
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment.

Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- a. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- b. The right of the Association to suspend the voting rights and right to use the recreational facilities by an Owner for any period during which any general or special assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- c. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of each class of members has been recorded, and provided further, that no such dedication or transfer or determination as to the conditions thereof shall be effective unless the prior consent thereto of the Township of Plymouth by and through its Township Board of Trustees shall have first been obtained.
- d. Easements shown on the recorded plat of The Subdivision.

Section 2. Delegation of Use.

Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or purchasers who reside on the property.

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a lot in The Subdivision shall be a mandatory member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant and its builder/purchasers, and shall have no voting rights until the happening of the first occurring of the following two events:

a. The Class A members having attained at least seventy-five (75%) percent of the number of votes of the original Class B members as hereinafter defined.

b. The arrival of January 1, 1983.

Upon the happening of the first to occur of said events, the Class A members shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any one lot.

Class B. The Class B members shall be the Declarant and/or its builder/purchasers. Class B members shall be entitled to one vote for each lot owned

### ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

Each Owner of a lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual general assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual general and special assessments, together with interest thereon, collection costs, including reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest thereon, costs of collection thereof, including reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. For the purpose of assessment, the term "Owner" shall exclude Declarant and any builder or developer who purchases a lot for the purpose of constructing improvements thereon for resale to an Owner.

Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in The Subdivision and in particular for the maintenance of the subdivision storm water drainage lines, storm water retention areas, all storm drainage outlets and facilities serving the subdivisions and for the improvement and maintenance of the Common Area and facilities as well as all entrance gates on lots in The Subdivision abutting roads leading into The Subdivision.

### Section 3. Maximum Annual Assessment

Until January 1 of the year immediately following the conveyance of the first lot in The Subdivision to an Owner, the maximum annual assessment shall be Twenty-Five Dollars (\$25.00) per lot.

a. From and after January 1 of the year immediately following the conveyance of the first lot in The Subdivision to an Owner, the maximum annual assessment may be increased each year not more than five (5%) percent above the maximum assessment for the previous year without a vote of the membership.

b. From and after January 1 of the year immediately following the conveyance of the first lot in The Subdivision to an Owner, the maximum annual assessment may be increased above five (5%) percent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for that purpose.

### Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any improvement upon the Common Area, the storm water drainage and retention facilities, and any fixtures and personal property in connection with any of the above, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for that purpose. However, anything hereinabove or elsewhere herein to the contrary notwithstanding, in any instance where the Township of Plymouth expends funds in the course of a maintenance service for the benefit of The Subdivision, the Association shall prorate and access the cost thereof equally against all Owners without the necessity of obtaining the vote or any other prior approval of the membership, and make full reimbursement to the Township within the year following the billing of the Association for such expense.

Section 5. Notice and Quorum for Actions Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 15 days nor more than 30 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No subsequent meeting shall be held more than 60 days following the preceding meeting.

### Section 6. Uniform Rate of Assessment.

Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly or an annual basis.

### Section 7. Date of Commencement of Annual Assessments: Due Dates.

The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the first lot in The Subdivision to an Owner who is not the Declarant, a builder or a developer under the provisions of Section 1, of this Article. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year and shall be collected at the time of permanent loan closing. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six (6%) percent per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property.

No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. Exempt Property.

All Common Area and all other property exempt from taxation by state or local governments and dedicated for public use shall be exempt from the assessments, charge and lien created herein.

Section 10. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

BUILDING AND USE RESTRICTIONS FOR THE SUBDIVISION

Section 1. Use of Property.

All lots within The Subdivision shall be used for single residence purposes only, and no building of any kind whatsoever shall be erected, re-erected, moved, or maintained on any lot in The Subdivision except one detached single family dwelling and appurtenant buildings on each lot, as hereinafter provided. Such dwelling shall be designed and erected for occupation by single private family. A private garage for the sole use of the respective owner or occupant of the lot upon which said garage is erected may also be erected and maintained.

Section 2. Size of Buildings.

No dwelling shall be permitted on any lot in The Subdivision, unless, in the case of a one-story building, the living area thereof shall not be less than 1450 square feet; in the case of a one and on-half story building, the living area shall be not less than 1550 square feet; in the case of a two-story building, the living area thereof shall be not less than 1650 square feet; and in the case of a quad or tri-level building the living area thereof shall be not less than 1650 square feet. All computations of square footage for determination of the permissibility of erection of a residence shall be exclusive of garages, porches, or terraces. All garages must be attached or architecturally related to the dwelling. No garage shall provide space for less than two (2) automobiles. Carports are specifically prohibited.

Section 3. Minimum Yard Requirements.

No building on any lot in The Subdivision shall be erected nearer than thirty-five (35') feet from the front lot line nor ten (10') feet from each side lot line nor thirty-five (35') feet from the side lot lines abutting a street on corner lots. Not more than five (5%) percent of the lots not abutting an open space or having less than one-half (1/2) of their rear lot line abutting an open space and all lots having at least one-half of their rear lot line abutting an open space shall have a rear yard of not less than forty (40') feet. No building on any of the rest of the lots shall be erected nearer than fifty (50') feet from the rear lot line. Approval of a variance by the Plymouth Township Zoning Board of Appeals permitting rear of side yards smaller than the above minimums shall be deemed a valid waiver of this restriction.

Section 4. Animals.

No farm animals or wild animals shall be kept, bred or harbored on any of the said lots. No animals shall be kept, bred or maintained on any lot excepting household pets for the use by the owner and members of his family. No animals shall be kept on the premises for any commercial purpose. Household pets shall have such care so as not to be objectionable or offensive due to noise, odor or unsanitary conditions.

Section 5. Wells.

No well shall be dug, installed or constructed on any of the lots in The Subdivision.

Section 6. Sight Distance at Intersections.

No fence, wall, hedge, or shrub planting which obstructs sight line at elevations between two (2) and six (6) feet 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 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. 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.

#### Section 7. Easements.

a. Easements for the installation and maintenance of utilities, underground television master antenna line, and underground sewage, water and drainage lines, and surface drainage swales, are reserved to Declarant, its successors and assigns, as shown on the recorded plat, and also in, on, under and over a strip of lane (6) feet in width on each side of, and along all rear and side lot lines. The use of all or a part of such easements may at any time or times hereafter be granted or assigned by Declarant, its successors or assigns, to any person, firm, corporation, governmental unit or agency which furnishes such services or utilities.

No buildings may be constructed or maintained over or on any easements; however, after the aforementioned utilities have been installed, planting, fencing, or other lot line improvements shall be allowed, so long as they do not interfere with, obstruct, hinder, or impair the drainage plan of The Subdivision and so long as access be granted without charge or liability for damages, for the maintenance of the utilities or the underground drainage lines so installed, and/or for the installation of additional facilities.

b. Private easements for public utilities have been granted and reserved on the plat of The Subdivision.

#### Section 8. Temporary Structures.

Trailers, tents, shacks, barns, or any temporary building of any description whatsoever are expressly prohibited within The Subdivision, and no temporary residence shall be permitted in unfinished residential buildings. However, 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 upon completion of the building, is permitted.

#### Section 9. General Conditions.

a. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same shall not be kept except in sanitary containers properly concealed from public view. Garbage containers shall not be left at the road for more than twenty-four (24) hours in any one week.

b. No housetrailers, commercial vehicles, boat trailers, boats, camping vehicles or camping trailers may be parked on or stored on any lot in The Subdivision, unless stored fully enclosed within an attached garage. Commercial vehicles and trucks shall not be parked in The Subdivision or on any lot therein, except while making normal deliveries or pickups in the normal course of business.

c. No laundry shall be hung for drying in such a way as to be visible from the street on which the lot fronts, and in the case of corner lots, such laundry shall not be hung so that it will be visible from the streets on which the lot fronts and sides.

d. The yard drainage and grade of all lots in The Subdivision shall be maintained in accordance with the grading plan on file with the Township.

e. No "through the wall" air conditioners may be installed on the front wall of any building in The Subdivision.

f. No outside compressors for central air conditioning units may be located other than in the rear yard and must be installed and maintained in such a manner so as to create no nuisance to the residents of adjacent dwellings.

#### Section 10. Sales Agency and/or Business Office.

Notwithstanding anything to the contrary elsewhere herein contained, Declarant and/or any builder or builders which it may designate, may construct and maintain a sales agency and a business office on any lot or lots in The Subdivision which it or they may select, or may use a model house for such purposes, and Declarant and such designated builder or builders may continue to do so until such time as all of the lots in The Subdivision in which Declarant or such other designated builder or builders have an interest, are sold; subject, however, to the approval of the Plymouth Township Board of Zoning Appeals.

Section 11. Lease Restrictions.

No owners of any of the lots in The Subdivision shall lease and/or sublet less than the whole of any dwelling.

Section 12. Exterior Surface of Dwellings.

The visible exterior walls of all dwelling structures built on any lot in The Subdivision shall be made of wood, brick, brick veneer, aluminum or vinyl and/or stone. Stucco, and/or ledge rock may also be used, so long as any combination of these materials does not exceed fifty (50%) percent of the total of all visible exterior walls. The use of cement block, slag, imitation brick, cinder block and/or asphalt siding is expressly prohibited. Windows shall not be included in calculating the total area of visible exterior walls.

Section 13. Fences.

a. No fence, wall or solid hedge may be erected, grown or maintained in front of or along the front building line of any lots; provided, however, that low ornamental fencing along the front lot line in architectural harmony with the design of the house may be erected. The side lot line of each corner lot in The Subdivision which faces a street shall be deemed to be a second front building lot line and shall be subject to the same restrictions as to the erection, growth or maintenance of fences, walls or hedges as in hereinbefore provided for front building lines.

b. No fence or wall may be erected or maintained on or along the side lines of any lot, and /or on or along the rear line of any lot, except fences which are required by local ordinance to enclose swimming pools, or are otherwise required by the Township of Plymouth.

c. All portions of the lots lying in front of the residential building as hereinbefore set forth shall be used for ornamental purposes only.

Section 14. Signs.

No sign or billboard shall be placed, erected, or maintained on any lot in The Subdivision, except that one sign advertising that the lot, or the house and lot are for sale or lease, which said sign shall have a surface of not more than five (5) square feet, and the top of which shall be no more than three (3) feet above the ground, may be erected and maintained on any of said lots; provided, however, that such sign shall have been constructed and installed in a professional manner. Such sign shall be kept clean and in good repair during the period of its maintenance on the said lot, and shall in no event be placed and maintained nearer than twenty-five (25) feet from the front lot line. The provisions of this paragraph shall not apply to such signs as may be installed or erected on any lot by Declarant, or any builder which it may designate during the construction period, or during such periods as any residence may be used as a model or for display purposes.

Section 15. Destruction of Building by Fire, etc.

Any debris resulting from the destruction in whole or in part of any dwelling or building on any lot in The Subdivision shall be removed with all reasonable dispatch from such lot and property in order to preserve the slightly condition of The Subdivision.

Section 16. Landscaping.

Upon the completion of a residence on any of the lots in The Subdivision, the owner thereof (and the word "owner" as used in this connection means the party who purchases a residence from the builder thereof and each subsequent purchaser) shall cause the lot owned by him to be finish-graded and seeded or sodded and suitably landscaped as soon after the completion of construction as weather permits. The lot and the drainage ditch, if any, contiguous to each lot shall be kept free of weeds by the owner thereof. All landscaping and lawns shall be well maintained at all times.

## ARTICLE VI

### OBLIGATION OF THE ASSOCIATION AND OF EACH OWNER

#### Section 1. Enforcement.

The Association shall enforce the restrictions imposed by the provision of this Declaration by any proceeding at law or in equity. This shall not restrict the right of an Owner to institute legal proceeds to enforce these restrictions. Failure of the Association or an Owner to act to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter.

#### Section 2. Establishment of Rules and Policies.

The Association shall establish reasonable rules and regulations for the use of the Common Area. The Association may, in the sole discretion of its Board of Directors, establish policies and social programs which will, in their opinion, tend to improve the quality of life of the lot Owners.

#### Section 3. General Maintenance.

The Association shall maintain and repair the Common Area, including all walkways and entrances into the said Common Area, all Subdivision Entrance Gates, storm water drainage lines and retention areas, drainage outlets and facilities serving the Subdivision and enclosed rear yard drains, as well as supervise each Owner's maintenance of his sump pump, footing drains and surface drainage grades. Such maintenance shall include but shall not be limited to:

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

#### Section 4. Maintenance of Rear Yard Drains, Drainage Grades and Footing Drains.

a. Surface Drainage. Each lot owner shall maintain the surface drainage grades of his lot as established by the Declarant. Each Owner by acceptance of a deed therefor, is deemed to covenant and agree that he will not change the surface grade of his lot in a manner which will materially increase or decrease the storm water flowing onto or off of his lot or block pond or obstruct surface water. The Board of Directors of the Association shall enforce this covenant and may enter upon the lots in the Subdivision to correct any violation of this covenant and shall charge the cost of the correction to the Owner who had violated this covenant.

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

c. Footing Drains. Each Owner shall maintain the footing drains for all construction on his lot and make sure that the footing drains remain clear of obstructions and are connected to the storm sewer system. In the event any Owner shall fail to maintain the footing drains or shall fail to have the drains properly connected to the storm water drainage system; the Association may enter upon the land of such Owner and perform all necessary repairs and maintenance of the footing drains. The costs for such repairs and maintenance shall be charged to the said Owner and shall be a lien upon the lot and a personal obligation of the Owner of the lot.

#### Section 5. Failure of an Owner or the Association to Maintain the Common Area, Drainage Grades, Rear Yard Drains or Footing Drains.

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



b. In the event the Township of Plymouth shall determine that the Common Area, the storm water retention area, the drainage grades, footing or rear yard drains are inadequately maintained, or that there exists a danger to public health, safety, or welfare, or that the maintenance of the storm water retention area is inadequate to insure that the retention area will perform according to its design specifications, the Township shall advise the Board of Directors of the Association of the condition objected to and shall establish a reasonable time within which the deficiency is to be corrected by the Association.

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

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

e. The Township of Plymouth may, as an additional remedy in the event of the failure of the Association to comply with any notice requiring repair or maintenance of the Common Area, the storm water retention area, the drainage grades, footing or rear yard drains, establish a special assessment district consisting of all lots within the Subdivision

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

#### Section 6. Right of Entry.

The Township of Plymouth, its successors, assigns, agents, independent contractors and employees, is hereby granted in irrevocable license to enter upon and across all lots and Common Area at any time for the purposes of inspecting, repairing, maintaining, removing, installing, reinstalling, and constructing the storm drains, rear yard drains and footing drains and other improvements which are the subject of a certain Agreement, dated July 26, 1978, between the Township of Plymouth and Declarant.

#### Section 7. Liability

The Association and each Owner, their agents, heirs, successors and assigns, shall be jointly and severally liable for all costs and expenses incurred by the Township of Plymouth, together with reasonable charges for its administration, supervision and management, in inspecting, repairing, maintaining, removing, installing, reinstalling and constructing the storm drains, rear yard drains and other improvements, and each Owner shall be severally liable for the costs of repairing footing drains on each lot. Such costs, expenses and charges shall be due and owing to the Township of Plymouth upon its communicating the same in writing by first class mail, postage prepaid to the Association at its last known address filed with the Township Clerk and to the address of each Owner as set forth on the then existing tax roll, and a proof of service of said mailing shall be conclusive evidence of the fact of actual notice to all persons, firms, corporations, associations or entities to whom such mailing was addressed. The foregoing shall in no way be construed to be the exclusive right or remedy of the Township of Plymouth. All rights and remedies otherwise provided to the Township of Plymouth by statute, ordinance, agreement or other provisions of this instrument shall be available to the Township of Plymouth.

Section 8. Retention of all rights and immunity of Township of Plymouth.  
The Township of Plymouth, and its successors and assigns, does not by its exercise of any right herein provided to said Township of Plymouth or by its undertaking of any account or obligation in relation to the premises, including without limitation Common Area and storm water drainage rights, outlets or facilities, constitute directly or indirectly the Association or Owners as the agents or beneficiaries of the Township of Plymouth. Further, the Township of Plymouth shall retain its full governmental immunity in premises. Any act, right or obligation of the Township of Plymouth, either specifically or by implication, arising from or occurring as a result of this instrument shall be done or omitted by the Township of Plymouth in its sole and exclusive discretion. In no event shall the Township of Plymouth be liable in damages, by specific performance or otherwise to the Association, or any Owner or Owners, by reason of or for any matter in connection with this instrument.

## ARTICLE VII GENERAL PROVISIONS

### Section 1. Severability.

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

### Section 2. Amendment.

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the lot Owners and the Township of Plymouth, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot Owners and the Township of Plymouth; subject, however, to the provisions of the next following paragraph which permits Declarant to amend this Declaration for purposes of adding additional lots and Common Area without the signature of any of the lot Owners to such amendment. Any amendment must be recorded.

### Section 3. Annexation of Additional Lots and Common Area.

a. It is contemplated that Declarant will, at some future date, develop and plat additional subdivisions, some of which may contain Common Area, on successive contiguous parcels of land within the West ½ of Section 32 of Plymouth Township. Accordingly, Declarant may make successive amendments to this Declaration, without the consent or approval of any of the lot Owners or the Association, by recording appropriate instruments, signed by Declarant, each of which shall provide for the application of these Restrictions to an additional subdivision, and which shall further provide that the Owners of the lots therein shall become mandatory members of this Association, with all of the attendant rights and obligations. Such amendment or amendments may also provide for the annexation of additional Common Area, which shall be for the use and benefit of all Owners of lots in all existing and future subdivisions added hereto.

b. Additional residential lots and Common Area may be annexed, other than as provided above, with the consent of two-thirds (2/3) of each class of members.

### Section 4. Assignment or Transfer of Rights and Powers.

Any or all of the rights and powers, titles, easements and estates hereby reserved or given to Declarant, may be assigned by it to the Association composed of the Owners of the properties in The Subdivision. Any such assignment or transfer shall be made by appropriate instrument, in writing, in which the assignee shall join for the purpose of evidencing its consent to the acceptance of such powers and rights, and such assignee shall thereupon have the same rights and powers, and be subject to the same obligations and duties as herein given and reserved to and assumed by Declarant in connection with the rights, powers, and easements so assigned,

and such instrument, when executed by such assignee shall without further act, release said Declarant from the obligations and duties in connection therewith.

Section 5. Applicability of Township Ordinances and Consent Judgment.

The entire premises, Association, Owners and Declarant are subject to the ordinances of the Township of Plymouth except as modified by the explicit terms of a Consent Judgment entered in the case of Plymouth West Two Associates vs. Township of Plymouth, et al, Wayne County Circuit Court Case No. 74-021,351CE, and the terms and conditions of such ordinances and the Consent Judgment shall govern the premises, anything herein to the contrary notwithstanding.

IN WITNESS WHEREOF, PLYMOUTH INVESTMENT CO., a Michigan Limited Co-Partnership, Titleholder, has caused these presents to be executed by its officer thereunto duly authorized, on the 25th day of July, 1978.

In the presence of: PLYMOUTH INVESTMENT CO.  
A Michigan Limited Co-Partnership

\_\_\_\_\_  
By:  
Gilbert L. Franklin      Norman J. Cohen, General Partner

By:  
Bernard H. Stollman, General Partner

\_\_\_\_\_  
By:  
Joyce E. Kuhn      Max Stollman, General Partner

By:  
Phillip Stollman, General Partner

AND BY:  
FIRST FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF DETROIT, a Federal  
Corporation, Mortgagee

\_\_\_\_\_  
By:  
John W. Pouget      Bruce E. Ruffin, Vice President

\_\_\_\_\_  
By:  
Kathleen A. King      John A. Alter, Assistance Vice President

STATE OF MICHIGAN    )  
                                  ) SS  
COUNTY OF OAKLAND    )

On this 25th day of July, 1978, before me personally appeared Norman J. Cohen, Bernard H. Stollman, Max Stollman and Phillip Stollman, who by me being together duly sworn did say that they are the General Partners of PLYMOUTH INVESTMENT CO., a Michigan Limited Co-Partnership; and that the said instrument was signed in behalf of the said partnership by authority of its Partnership Agreement and that the said General Partners acknowledged the said instrument to be the free act and deed of the said partnership.

My commission expires: April 14, 1981

Joyce E. Kuhn, Notary Public

Oakland County, Michigan

STATE OF MICHIGAN )

) SS

COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 25th day of July 1978, by Bruce E. Ruffin and John A. Alter who are Vice President and Assistant Vice President, respectively, of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF DETROIT, a Federal Corporation, on behalf of the corporation.

My commission expires: April 12, 1982  
John W. Pouget, Notary Public  
Macomb County, Michigan  
Acting in Oakland County

This instrument drafted by and after recording  
Return to:

Gilbert L. Franklin  
2900 W. Maple Road  
Troy, Michigan 48084