

Building Restrictions as contained in  
 Liber 15742 Page 541, Register No. F-16624.  
 Recorded August 24, 1965.

EDENDERRY HILLS SUBDIVISION NO. 4

No excavations (except for public utility purposes), no changes of finished grade, and no structures or apparatus of any kind, except line fences, shall be allowed within the private public utility easements of the proposed subdivision. Except as provided herein, the owners shall have the right to make any use of the land, subject to such private easements, which is not inconsistent with the right of the utilities; provided, however, that the owners shall not plant trees or large shrubs within the private public utility easements. The public utilities shall have the right to trim or remove trees, bushes, or other plants of any kind within said private easements and also shall have the right to trim the roots and foliage which grow into the easements belonging to trees, bushes or other plants of any kind lying outside of said easements and, which, in the sole opinion of the utilities, interferes with the facilities thereto or is necessary for the installation, reinstallation, modification, repair, maintenance or removal of their underground facilities in any private public utility easement of the subdivision. A public utility shall incur no liability for its trimming or removal of such trees, shrubs, or plants of any kind or their roots for the purpose set forth above.

No shrubs or foliage shall be permitted on owner's property within five (5') feet of the front doors of the transformers or switching cabinets; nor shall such shrubs or foliage be permitted within five (5') feet of service connection pedestals.

The original or subsequent owners of proposed Lots 46 through 66 in this proposed subdivision shall install underground, own, maintain and replace, at their own expense, the single phase electric service conductors lying between the transformers or service connection pedestals located in said easements and the residences erected on said proposed lots.

The installation of all underground service conductors, type USE, shall be in compliance with the National Electrical Code for direct burial and consist of three service conductors at least 1/0 copper or 2/0 aluminum.

The grade established by the undersigned at the time the utilities place their underground facilities in the easements shall be considered final or finished grade.

No property owner shall make any change in such grade in or near easements or alter any ground conditions, including drainage, when the change in grade or alteration of ground conditions, in the opinion of the utility concerned, interferes with the facilities already installed.

Property owners shall pay to the utility concerned the cost of relocation or rearrangement of utility equipment, where in the opinion of the utility, such relocation or rearrangement is made necessary because of a violation by the property owner of any of the foregoing restrictions pertaining to utility underground installations.

Upon the future acceptance and recording of the plat for the above described land, the easements herein granted and all the terms and conditions hereof shall merge with and be part of the private easements for public utilities indicated on the plat for said subdivision, only on the condition that there is no dedication to the

(Continued)

use of the public for said easement; and provided that there shall be a basis of equality as between and among utilities, and the utility making use of such easements shall pay all the costs incurred by all prior utility users in relocating or rearranging their facilities to make the easements available for subsequent use.

The foregoing restrictions 1 through 8 shall be covenants running with the land and shall not be subject to termination without the consent of the utilities herein concerned.

Enforcement shall be by proceeding in a civil action against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.

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

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CERTIFIED A TRUE COPY  
BY Stanley A. Byers, Authorized Official  
Lawyers Title Insurance Corporation

# Lawyers Title Insurance Corporation

Michigan State Office:

735 GRISWOLD ST., DETROIT, MICHIGAN 48226

(Area 313) 963-5810

F 43379  
ORIGINAL

INDEXED

## EDENDERRY HILLS SUB. No. 4

OF PART OF THE N.E. 1/4 OF SEC. 9, AND PART OF  
THE N.W. 1/4 OF SEC. 10, T. 1 S., R. 8 E.,  
NORTHVILLE TWP., WAYNE CO., MICHIGAN

NOTE: ALL DIMENSIONS ARE SHOWN IN FEET & DECIMALS THEREOF  
ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC  
SIDE LINES OF THE LOTS ARE NORMAL OR RADIAL TO  
THE STREET LINES UNLESS NOTED IN R.

SCALE: 1" = 100 FEET

WYNN W. WAKENHUT  
REG. CIVIL ENGINEER & SURVEYOR  
NORTHVILLE, MICHIGAN

REGISTER OF DEEDS

155 P65

COUNTY TREASURER'S CERTIFICATE RELATING TO TAXES  
(Sec. 138, Act 206, 1903, as amended; Sec. 211, 138, G.L. 1948.)  
Office of County Treasurer Wayne County  
I hereby certify that there are no taxes or liens or titles held by individuals on said lands, for the five years preceding the date of this certificate, and that the taxes for said period of five years are paid, as shown by the records of this office.  
This certificate does not apply to taxes, if any, now in process of collection by township, city or village collecting officers.  
L. H. FUNK, Wayne County Treasurer  
F. MARINUCCI

### SURVEYOR'S CERTIFICATE

I hereby certify that the plat herein delineated is a correct one, and that permanent monuments consisting of iron rods one half inch in diameter and 36 inches in length, encased in concrete cylinders 4 inches in diameter and 36 inches in length have been placed at all points marked thereon (a) as thereon shown at all angles in the boundaries of the land platted, at all intersections of the lines of streets, and at intersections of the lines of streets with the boundaries of the plat.

Prepared and Drafted by: Wynn W. Wakenhut  
Wynn W. Wakenhut  
Registered Land Surveyor and Professional Engineer No. 6897  
124 N. Center Street  
Northville, Michigan

### DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That we, Edenderry Hills, Inc., a Michigan Corporation, by Walter L. Couse, President, and Georgianna Couse, Secretary-Treasurer, as proprietor, have caused the land embraced in the annexed plat to be surveyed, laid out and platted to be known as EDENDERRY HILLS SUB. No. 4 of part of the N.E. 1/4 of Sec. 9, and part of the N.W. 1/4 of Sec. 10, T. 1 S., R. 8 E., Northville Twp., Wayne Co., Michigan, and that the streets as shown on said plat are hereby dedicated to the use of the public, and that the private easements and other easements shown on said plat are hereby reserved for the use of public utilities, or for the use of specific utilities, or specific uses, as thereon noted, subject to the regulation and control of the use thereof by the local governmental authorities, and that no permanent structures are to be erected within the lines of said easements.

### WITNESSES:

Philip R. Ogilvie  
Philip R. Ogilvie  
Carol S. Couse  
Carol S. Couse

EDENDERRY HILLS, INC.  
45875 West Seven Mile Road  
Northville, Michigan

By Walter L. Couse  
Walter L. Couse, President  
Georgianna Couse  
Georgianna Couse, Secretary-Treasurer

EXAMINED AND APPROVED  
Date NOV 15 1965

Allison Green  
ALLISON GREEN  
ACTING AUDITOR GENERAL

### ACKNOWLEDGMENT

STATE OF MICHIGAN)  
COUNTY OF WAYNE ) ss.

On this 17th day of August, A. D., 1965, before me, a Notary Public in and for said county, appeared Walter L. Couse and Georgianna Couse, to me personally known, who being each by me duly sworn, did say that they are the President and Secretary-Treasurer, respectively, of Edenderry Hills, Inc., a Michigan Corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and the said Walter L. Couse and Georgianna Couse acknowledged said instrument to be the free act and deed of said corporation.

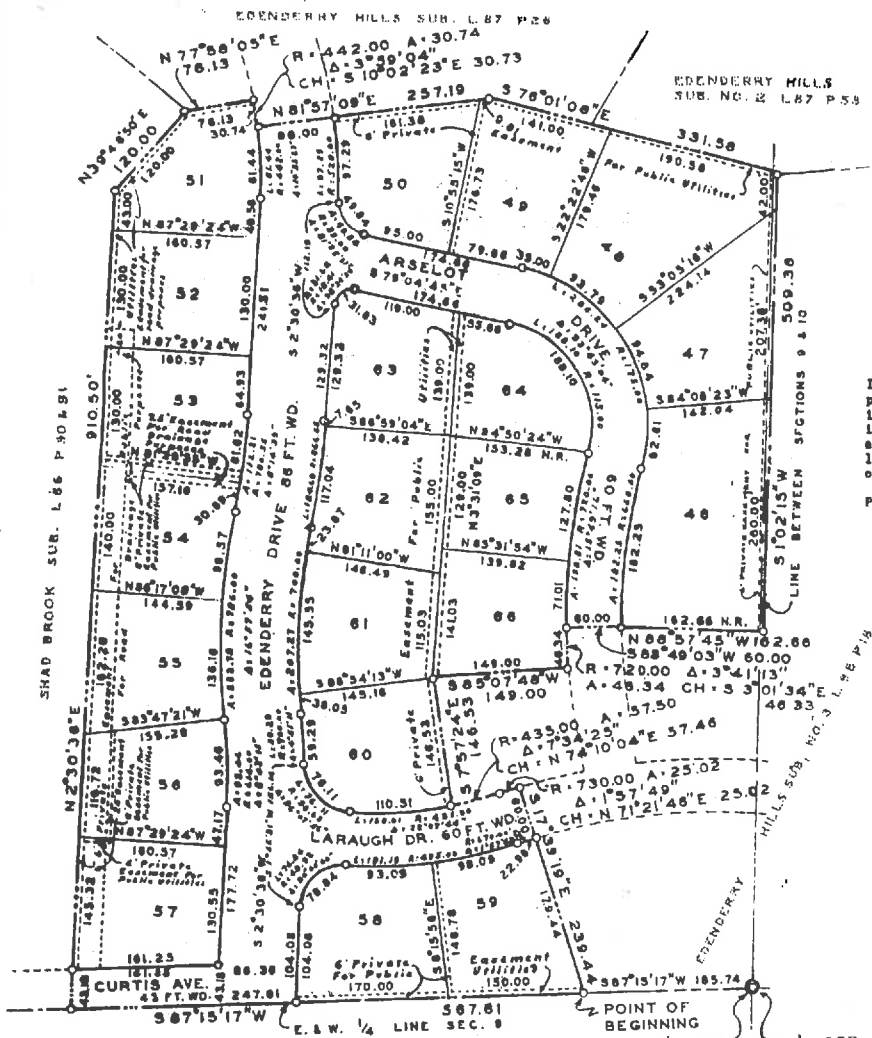
My Commission expires  
May 4, 1969

Philip R. Ogilvie  
Philip R. Ogilvie  
Notary Public, Wayne Co., Michigan

### CERTIFICATE OF MUNICIPAL APPROVAL

I hereby certify that this plat has been approved by the Township Board of the Township of Northville at a Regular meeting held September 7, 1965, and is in compliance with Sec. 19a, and that the width of lots is in compliance with requirements of Sec. 30, Act 172 of 1929, as amended.

Marguerite R. Young  
Marguerite R. Young  
Township Clerk



### DESCRIPTION

The land embraced in the annexed plat of EDENDERRY HILLS SUB. No. 4 of Part of the N.E. 1/4 of Sec. 9, and Part of the N.W. 1/4 of Sec. 10, T. 1 S., R. 8 E., Northville Twp., Wayne Co., Michigan, comprises Lots 46 through 66, and is described as follows: Commencing at the E. 1/4 Corner of said Sec. 9, T. 1 S., R. 8 E., which is also the W. 1/4 Corner of said Sec. 10, thence S 87° 15' 17" W 185.74 feet along the East and West 1/4 Line of Sec. 9 for a Point of Beginning; thence continuing S 87° 15' 17" W 567.61 feet on said 1/4 Line to the Southeast Corner of Shad Brook Sub. as recorded in Liber 86 of Plats on Pages 90 and 91, W. C. R.; thence along the Eastern Boundary of Shad Brook Sub. for two courses as follows: N 2° 30' 36" E 910.50 feet and N 39° 48' 30" E 120.00 feet; thence along the Southern Boundary of Edenderry Hills Sub. as recorded in Liber 87 of Plats on Page 26, W. C. R., and of Edenderry Hills Sub. No. 2 as recorded in Liber 87 of Plats on Page 53, W. C. R., for four courses as follows: N 77° 58' 05" E 76.13 feet, and 30.74 feet along a curve to the right, radius 142.00 feet, central angle 3° 59' 04", whose chord bears S 10° 02' 23" E 30.73 feet, and N 81° 57' 09" E 257.19 feet, and S 76° 01' 06" E 331.58 feet; thence along the Boundary of Edenderry Hills Sub. No. 3 as recorded in Liber 88 of Plats on Page 18, W. C. R., for nine courses as follows: S 1° 02' 15" W 509.38 feet, and N 86° 57' 45" W 162.66 feet, and S 89° 43' 03" W 60.00 feet, and 46.34 feet along a curve to the left, radius 720.00 feet, central angle 3° 11' 13", whose chord bears S 3° 01' 34" E 46.33 feet, and S 85° 07' 48" W 149.00 feet, and S 79° 57' 24" E 146.53 feet, and 57.50 feet along a curve to the left, radius 435.00 feet, central angle 7° 34' 25", whose chord bears N 74° 10' 04" E 57.46 feet, and 25.02 feet along a curve to the right, radius 730.00 feet, central angle 1° 57' 49", whose chord bears N 72° 21' 46" E 25.02 feet, and S 17° 39' 19" E 239.44 feet to the point of beginning.

Approved as to compliance with all plat regulations  
of the Plat Board of Wayne Co. Michigan, October 12, 1965.

Walter A. Leontek  
Walter A. Leontek  
County Plat Engineer

OGT 25 1965  
Bernard J. Thompson  
Bernard J. Thompson  
Onas. F. Edgcomb  
Robert E. Edgcomb  
Robert E. Edgcomb  
Robert E. Edgcomb  
Robert E. Edgcomb

CERTIFICATE OF APPROVAL BY BOARD OF  
COUNTY ROAD COMMISSIONERS  
This plat has been examined and approved on the 30th day  
of September, 1965 by the Board of County  
Road Commissioners of the County of Wayne.

William E. Kreyer  
William E. Kreyer  
County Road Commissioner

00310 JN 105028  
00310 JN 105028

£2 6 NW 91 APR 961

NOV 15 1965

Building Restrictions as contained in  
Liber 15856 Page 150, Register No. F-52313.  
Recorded December 17, 1965.

THIS DECLARATION made the 13 day of May, A. D. 1965, by EDENDERRY HILLS, INC., a Michigan corporation, hereinafter called "the Company,

WHEREAS, Company declares that it is the owner in fee simple of lands situated in the Township of Northville, Wayne County, Michigan, more particularly described in the caption to the subdivision of which Company is the proprietor, as follows:

EDENDERRY HILLS SUB. NO. 4 of part of the Northeast 1/4 of Section 9, and part of the Northwest 1/4 of Section 10, Town 1 South, Range 8 East, Northville Township, Wayne County, Michigan, recorded in the Office of the Register of Deeds for Wayne County, Michigan, in Liber 88 of Plats Page 68; and

WHEREAS, the Company does hereby further declare that the following building and use restrictions constitute a general plan for the improvement of the aforesaid subdivision as a desirable and attractive development, which restrictions shall run with the land and shall be binding on the Company and all purchasers of a lot or lots in said subdivision, their heirs, successors and assigns, until January 1, 1989, at which time such restrictions shall be automatically extended for successive periods of ten (10) years each unless changed by an appropriate instrument signed, witnessed and acknowledged by the then owners of a majority of the lots in said subdivision, which said instrument shall be recorded in the Office of the Register of Deeds for Wayne County, Michigan.

NOW, THEREFORE, Company in consideration thereof and of the terms and provisions of this Declaration, hereby imposes upon the lots in the aforesaid subdivision the building and use restrictions hereinafter set forth:

#### 1. DEVELOPER

For the purpose of this Declaration, the Company, or its successors and assigns, is hereby designated Architectural Control Committee, hereinafter called "the Committee". At any time the Company may appoint a neighborhood committee (so-called) consisting of three members, each of which shall be the owner of a lot, or lots, in the subdivision and who shall act in Company's place and stead with the same authority as is now given to the Committee. A majority of the neighborhood committee shall have the power to act in all matters in relation to the restrictions of this subdivision.

#### 2. RESIDENTIAL LOTS

No building, other than a single residence for occupancy by one family and a two or more passenger car garage in connection with said residence, shall be erected or altered on any lot in the subdivision. No detached garage shall be built prior to the erection of the residence situated on said lot, and any attached garage shall be designated and constructed in such manner that the garage doors will be entered from the rear and not face the street on which the lot faces or abuts unless circumstances warrant Committee approval. The Committee may in its discretion waive this requirement. No carports may be constructed or maintained without the written permission of the Committee. PROVIDED, HOWEVER, that if the owner of any lot, or lots, in the subdivision shall feel aggrieved at the action of the Committee in its refusal to approve any plan for a proposed residence or necessary facilities, such action shall be submitted to an arbitration board consisting of three impartial architects, one of whom shall be appointed by the Committee, one by the aggrieved lot owner, and the two arbitrators so appointed, in turn, will appoint a third arbitrator. The decision of a majority of the arbitrators will be final and binding on the Company and the lot owner. The cost of such arbitration shall be borne by the Company or the lot owner whose decision or claim is disallowed.

### 3. COMMITTEE APPROVAL

No building, fence, wall, swimming pool, greenhouse, outdoor lighting or mail box or other structure shall be commenced, erected or maintained on any lot, nor shall any addition to or change or alteration thereof be made, except interior alterations, until the plans and specifications showing the nature, kind, shape, height, materials color scheme, location on lot and the grading plan on the lot, including grade elevation of buildings, shall have been submitted to and approved in writing by the Committee, or its authorized agent, and a copy thereof, as approved, lodged permanently with the Committee.

The Committee shall have the right to refuse to approve any plans or specifications or grading plans which, in its opinion, are not suitable or desirable for aesthetic or other reasons.

### 4. FRONT BUILDING LINE

No dwelling shall be located less than forty-five (45) feet from the front lot line. On any lot having a curved front lot line, the dwelling shall be located not less than fifty (50) feet from the middle point of the front lot line. No dwelling shall be located less than twenty-five (25) feet from any side lot line. All projections shall be construed as part of the dwelling and must be constructed within the building lines.

### 5. MINIMUM FLOOR SPACE

No dwelling shall be placed or erected on any lot which has a livable first floor space of less than fifteen hundred (1500) square feet, and a total livable floor space of less than twenty-one hundred (2100) square feet. This includes a Colonial, story-and-a-half, tri-level, or single story home.

### 6. EXTERIOR FINISH

All residences shall have finished exteriors of brick, stone, wood or aluminum siding, or a combination thereof. Visible exteriors of cement, slag or cinder block, asbestos siding, stucco, concrete or imitation brick or stone are prohibited.

### 7. LOT SIZE

In the event one or more lots are developed as a unit, all restrictions herein contained shall apply as to a single lot. In any event, no dwelling shall be erected, altered, placed or permitted to remain on any site smaller than one (1) lot as shown on the recorded Plat.

### 8. TREES AND SOIL

No trees which exceed six (6) inches in diameter shall be removed or cut nor shall surface soil be dug or removed from any lot for purposes other than building and landscaping on said lot without the prior consent of the Committee or their duly authorized representatives.

### 9. EASEMENTS

Easements for installation and maintenance of utilities are reserved in and over certain portions of each of the said lots as set forth in the aforesaid plat. After such utilities have been installed, planting, fencing or other lot line improvements shall be allowed so long as access without charges or liability for damages be granted for the maintenance of utilities so installed or for the installation of additional utilities.

### 10. NUISANCES

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

### 11. TEMPORARY STRUCTURES

Trailers, tents, shacks, barns or any temporary building of any design whatsoever are expressly prohibited within this subdivision; PROVIDED, HOWEVER, that this shall not prevent the erection of a temporary storage building for materials and supplies to be used in the construction of a

(Continued)

dwelling and which shall be removed from the premises on completion of the building.

12. SIGNS

No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. Such signs as are allowed must be maintained in good condition at all times and must be removed on the termination of their use.

13. 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.

14. REFUSE

All residences shall be equipped with electric garbage disposal units or approved type of incinerator. Dumping of rubbish, trash, garbage or other waste is strictly prohibited. All trash and waste not otherwise disposed of shall be kept in sanitary containers; all incinerators and similar equipment shall be kept in a clean and sanitary condition.

15. RAPID COMPLETION

The erection of any new building or repair of any building damaged by fire or otherwise shall be completed as rapidly as possible, and should the owner leave such building in an incomplete condition for a period of more than six (6) months, then the Company 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 its 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.

16. OLD BUILDINGS AND MATERIALS

No old buildings or material may be moved onto any lot, or lots, in the subdivision without the express approval of the Committee.

17. ABATEMENT OF VIOLATIONS AND ENFORCEMENT

The Company is authorized to enter upon the land to summarily abate and remove any violation of the restrictions imposed herein all at the expense of the owner of the premises involved, and the Company shall not be liable for its action in so abating such nuisance. The Company may by appropriate legal proceedings enforce these restrictions against any person, or persons, violating the same and may in such or other proceedings recover its damages suffered by any such violation.

18. SALES AGENCY

Notwithstanding anything to the contrary herein contained, the Company may construct and maintain a sales agency office, together with a sign, or signs, of not more than two hundred (200) square feet of front surface on lot, or lots, of its choosing in the subdivision until such time as all of the lots in the subdivision have been sold by it.

19. ASSIGNMENT

All of the rights, powers and obligations reserved hereunder by the Company and Committee may be assigned by it to any corporation or association composed of the owners of one-half or more of the lots in this 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 rights and powers, and such assignee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the Company.

20. GENERAL CONDITIONS

(a) No trailers or commercial vehicles, other than those present on

(Continued)

business, may be parked in the subdivision;

- (b) No laundry shall be hung up for drying in such a way as to be readily visible from the street on which the lot fronts;
- (c) No commercial vehicles of any kind shall be stored upon any lot nor shall any garage be used for their continuous storage;
- (d) No O.P.L. light shall be used on any lot in the subdivision.
- (e) All garage doors shall have automatic openers and closers installed.

21. SEVERABILITY

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

IT IS UNDERSTOOD that the purpose of these restrictions is to cause the subdivision to develop into a beautiful, harmonious private residential section and that the Committee shall not withhold its approval for purely arbitrary reasons.

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CERTIFIED A TRUE COPY  
BY , Authorized Official  
Lawyers Title Insurance Corporation