

AUG 03 1998

### DECLARATION OF RESTRICTIONS FOR BROOKLANE RIDGE SUBDIVISION

THIS AGREEMENT made effective this 2nd day of June, 1998, by the undersigned, GRAND/SAKWA OF BROOKLANE, a Michigan Co-Partnership, whose address is 32000 Northwestern Hwy., Suite #125, Farmington Hills, Michigan 48334 (hereinafter referred to as "Declarant")

WHEREAS, Declarant is the owner in fee simple of the land hereinafter described, and hereinafter referred to collectively as the "Subdivision", and desires to create a planned community and residential development with private park(s), called "Common Areas" for the benefit of all of the residents of the Subdivision, which is located in the Township of Northville, County of Wayne, State of Michigan, as has been approved as an Open Space Community by the Township of Northville with additional standards to preserve open spaces and natural features, the real property constituting, Phase I being more particularly described as follows:

**\$4.00 REMONUMENTATION**

Lots 1 through 134, inclusive of Brooklane Ridge Subdivision, Wayne County, Michigan, according to a plat thereof as recorded in Liber 113 of Plats, Pages 17 through 27, Wayne County Records.

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WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values and amenities in the Subdivision (and in all contiguous subdivision phases) it may elect to develop in its sole discretion and for the maintenance of the Common Area, and to this end desires to subject the Subdivision and the Common Area and what is defined as an Outlot to the covenants, restrictions, easements, charges and liens hereinafter set forth each and all of which is and are for the benefits of the subdivision and each Owner of a Lot therein and shall subject the platted lots to these charges and liens, covenants, restrictions and easements through recordation of this instrument; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the value and amenities in the Subdivision, to create a legal entity to own, maintain and administer the Common Area and facilities that may be constructed thereon, the subdivision signs, entrances, including without limiting the generality thereof, plantings, shrubs, trees, sprinkling systems, if any, within any right of way or cul-de-sac, retention and/or detention, storm damage facilities or systems, sedimentation ponds, if any, entrance walls or monuments, if any, interior walks or bike paths, street lighting, if any, the easement area within any transitional area and recreational facilities; and to maintain and preserve any wetlands and woodlands, and to collect and disburse the assessments and charges hereinafter created, for such purposes, and to promote the recreation, health, safety, and welfare of the residents; and

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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, declare and make known to all intending purchasers and future Owners of the various Lots comprising the Subdivision (including each phase, if any) that the same will and shall be used, held and/or sold expressly subject to the following conditions, restrictions, covenants and agreements which shall be incorporated 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 I  
DEFINITIONS

A. "Association" shall mean and refer to the Brooklane Ridge Subdivision Homeowner's Association, a Michigan Non-Profit corporation, its successors and assigns.

B. "Owner" shall 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 and any future subdivisions or phases hereafter annexed, or the land contract purchaser thereof, but excluding those having any interest merely as security for the performance of an obligation.

C. "Common Area" shall mean those areas of land within the Subdivision and any future phase of Brooklane Ridge Subdivision (including the improvements thereto) now or hereafter owned by the Association for the common use and enjoyment of the Owners including those areas designated as Open Space Areas, and shall also include without limiting the generality thereof plantings, shrubs, trees and sprinkling systems within any right of way or cul-de-sac, entrance walls or monuments, interior bike paths and walks, if any; any interior sidewalks and/or bike paths or bridges, if any; subdivision signs, street lighting, if any; storm drainage systems and facilities; and other improvements as may be provided from time to time, including the Transitional Area within the Perpetual Easement. The Common Area to be owned by the Association shall be all areas designated on a Plat as it now exists or as it may from time to time be modified or extended, as parks or park areas and all other areas designated on the Plat, if any, as Common Areas and/or Open Space Areas.

D. "Lot" shall mean and refer to any numbered lot shown on the recorded plat of the Subdivision and any future subdivisions hereafter annexed.

E. "Declarant" shall mean the individual or entity executing these Deed Restrictions and any successor or assign.

F. "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 .

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G. "Member" shall mean and refer to those person entitled to membership in the Association, as provided in this Declaration.

H. "Committee" shall the architectural control committee appointed and maintained in accordance with Article II hereof.

I. "Flood Plain" shall mean that area designated on a recorded plat of the Subdivision identified as a flood plain or flood plain area. There are no "Flood Plains".

J. "Wetlands" shall mean that area described within a recorded plat of Brooklane Ridge Subdivision and identified within such plat as a wetland and including any buffer area from the Wetland Boundary, as shown on the "Approved Open Space Community Plan".

K. "Woodlands" shall mean that area within a recorded plat of a Brooklane Ridge Subdivision identified as a woodland area or any such area designated by the Developer.

L. "Phase" shall mean every contiguous platted subdivision(s) and such common areas and improvements within such subdivision, as Declarant in its sole discretion may elect to make subject to the covenants and restrictions, easements, charges and liens of this Declaration as hereinafter set forth and a certain Agreement for Brooklane Ridge Subdivision Open Space between the Declarant and the Township of Northville.

M. "Open Space Agreement" and "Open Space Community Plan", shall mean the "Agreement for Brooklane Ridge Subdivision Open Space" entered into on November 6, 1997 between the Township of Northville and Declarant for the development of the property under Article 17.2 of the Open Space Community Development Option of the Township of Northville Zoning Ordinance, which Agreement is made a part of these restrictions.

N. "Perpetual Easement" shall refer to a certain easement granted by the abutting property owner fronting on Six Mile Road to Declarant and the Association for purposes of maintaining a certain Transitional Area.

O. "Transitional Area" shall refer to that area on the landscaping within the area described within the Perpetual Easement which is required to be maintained by Declarant and upon its formation, the Association, as required by the Agreement for Brooklane Ridge Subdivision Open Space.

P. "Outlot" shall mean that area identified within the Plat for a possible future road if Reservoir Road is ever developed.

Q. "Open Space Area" shall refer to that area defined as open space in the Open Space Agreement and/or within in the recorded Plat.

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R. "Bike Path/Sidewalk Maintenance Agreement:" shall refer to that certain Agreement dated November 25, 1997 between The Charter Township of Northville and Declarant.

S. "Bike Paths" and "Sidewalks" shall have that meaning and be defined as described within the "Bike Path/Sidewalk Maintenance Agreement".

T. "Township" shall be defined as "The Charter Township of Northville".

U. "Storm Drainage System Maintenance Agreement" shall refer to a certain Storm Water Drainage System Maintenance Agreement between the Township and Declarant dated October 30, 1997 for operation and maintenance of the Storm Drainage System and Facilities serving the Subdivision.

## ARTICLE II ARCHITECTURAL CONTROL

No house, building, fence, wall, deck, swimming pool, basketball backboard, outbuilding or other structure, landscaping or exterior improvement shall be erected or maintained on any Lot, nor shall any exterior addition to or change or alteration therein or change in the exterior appearance thereof or change in landscaping be made until the plans and specifications showing the nature, kind, size, shape, height, colors, materials, topography and location of the same on the Lot shall have been submitted to and approved in writing by the Architectural Control Committee (the "Committee") of three (3) persons appointed by the Declarant. Each member of the Committee shall serve for a period of one (1) year, or until replaced by a subsequent appointee.

A. Plans and specifications for final approval by the committee shall include the following:

1. Complete plans and specifications sufficient to secure a building permit in the Township of Northville, including a dimensioned plot plan showing Lot and placement of residence, garage, outbuildings and fences (if any), and a driveway plan showing the location of the driveway plan prepared by Declarant's consulting engineer.
2. Front elevation, side elevations and rear elevation of building, plus elevations of walls and fences (if any).
3. A perspective drawing if deemed necessary by the Committee to interpret adequately the exterior design.

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4. Data as to size, materials, colors and texture of all exteriors including roof coverings, fences (if any) and walls.
  5. One set of blueprints shall be left with the Committee until construction is completed.
- B. Preliminary plants may first be submitted for preliminary approval.
- C. No approval by the Committee shall be valid if the structure or improvement violates any of the restrictions set forth in Article III and IV of this Declaration, except in cases where waivers have been granted as provided for in the said Articles.
- D. The Committee may disapprove plans because of noncompliance with any of the restrictions set forth in Articles III through IV of this Declaration, or because of reasonable dissatisfaction with the grading and drainage plan, the location of the structure on the Lot, the materials used, proportions, shape, the color scheme, the finish, design, height, style, repetition, or appropriateness of the proposed improvement or alteration or because of any matter or thing, which in the reasonable judgment of the committee, would render the proposed improvement or alteration inharmonious or out of keeping with the objections of the Committee or with improvements on other Lots in the Subdivision. All Lot Owners, by accepting ownership of their Lot, acknowledge that the primary purpose for providing for architectural control is to insure the proper and harmonious development of the Subdivision (and each phase if applicable) in order to maximize the aesthetic beauty of the Subdivision and its blending with the surrounding area. To this end, Declarant or the Architectural Control Committee, as the case may be, shall be deemed to have broad discretion in terms of determining what dwellings, fences, walls, hedges, structures or improvements will be permitted and are in keeping with the aesthetic beauty and desirability of the Subdivision and are otherwise consistent with the purposes of these Restrictions.
- E. In the event the Committee fails to approve or disapprove plans within thirty (30) days after submission, then such approval will not be required, but all other limitations, conditions and restrictions set forth in this Declaration shall apply and remain in force as to such plans.
- F. Committee approval shall be deemed given if the plans, and specifications submitted for approval are marked or stamped as having been finally approved by the Committee, and are dated and signed by two (2) members for the Committee who were validly serving on the committee on the date of such approval.
- G. In no event shall either Declarant or the Committee have any liability whatsoever to anyone for their approval or disapproval of plans, drawings, specifications, elevations of the dwellings, fences, walls, hedges or other structures subject thereto, whether

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such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty or otherwise. By way of example, neither Declarant nor the Committee shall have liability to anyone for approval of plans, specifications structures or the like which are not in conformity with the provisions of this Declaration, or for disapproving plans, specifications, structures or the like which arguably are in conformity with the provisions hereof. In addition, the Committee shall not be required to pass upon any technical aspects of construction or whether construction meets zoning, building code or safety requirements. The Committee's approval shall merely mean that the plans are in compliance with the intent and purpose of these restrictions and shall not be construed as to imply that the Committee has passed upon any other aspect of the plans, nor shall such approval imply that the building plans or Amplifications comply with zoning, building codes, safety requirements or regulations.

H. At the time that plans are submitted for approval, the party submitting the plans shall pay Declarant the sum of Two Hundred Fifty and 00/100 (\$250.00) Dollars to defray the costs of architectural control activities.

I. At such time as all of the Lots in all phases of the Subdivision are sold by Declarant and dwellings are erected thereon, or at such earlier time as Declarant may, in its sole discretion, elect assign, transfer and delegate architectural control responsibilities to the Association or to any other party or entity. Declarant may elect to retain architectural control so long as it has an interest in any lot in Brooklane Ridge Subdivision. At the time, the Association or such other party or entity shall become responsible for electing or appointing the Committee members and Declarant shall have no further responsibilities or duties.

### ARTICLE III BUILDING AND USE RESTRICTIONS FOR THE SUBDIVISION

A. *Use of Lots.* All Lots shall be used and occupied for single family residence only, and no building of any kind whatsoever shall be erected, re-erected, moved or maintained thereon except on single family dwelling houses and buildings on each Lot, as hereinafter provided. Such dwelling house shall be designed and erected for occupation by a single private family. A private attached 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 as set forth herein. The requirement that garages have a side or rear entrance may be waived by the Declarant pursuant to Article XI(D) and upon the criteria set forth therein.

B. *Character and Size of Buildings.* No plan for any dwelling will be approved unless the proposed dwelling has the minimum square footage required from time to time by the Township of Northville and meets any requirements imposed by the Planned Residential Development Agreement. All houses on lots in Brooklane Ridge Subdivision shall be a minimum of two thousand two hundred (2200) square feet for a two-story house and one thousand six hundred fifty (1,650) square feet for a one-story house. All computations of

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livable floor area for determination of the permissibility of erection of a residence shall be exclusive of garage, porches, or terraces. All garages must be attached and architecturally related to the dwelling. Garage doors shall not face the street on which the residence fronts. No garage shall provide space for less than two (2) automobiles nor more than three (3) automobiles. Carports are specifically prohibited.

C. *Minimum Yard Requirements.* No building on any Lot shall be erected nearer than:

1. Thirty-five (35') feet from the front Lot line; nor
2. Fifty (50') feet from the rear Lot line; nor
3. Eight (8') feet from the side line with a minimum combined side yard of twenty-eight (28') feet.

There is required under the Township Ordinance, a twenty-five foot spacing between each single family detached unit with a minimum eight (8) foot setback from the lot line on the least side. Where there are adjacent side entry garages, the spacing shall be at least fifty-six (56) feet. A minimum side yard of fifteen (15) feet shall be maintained if the side yard abuts an open space entryway or boundary.

In compliance with an agreement with Northville Township, no variances to these minimum setback and spacing requirements shall be granted by either the Committee or the Township of Northville.

D. *Minimum Width.* The minimum dwelling width shall be subject to the discretion of the Committee, which shall attempt to maintain uniform standards throughout the Subdivision.

E. *Animals.* No farm animals, livestock or wild animals shall be kept, bred or harbored on any Lot, nor shall any animals be kept or bred for commercial purposes. Domestic animals commonly deemed to be household pets may be kept by the owner and members of his household so long as such pets shall have such care so as not to be objectionable or offensive to others. In no event shall more than two (2) dogs be kept or harbored on any lot.

Any dog kept by a resident on his premises shall be kept on a leash or in a dog run or pen, and shall not be allowed to run loose or unattended. NO vicious dog may be kept upon a lot. No dog runs or pens shall be permitted to be erected or maintained except if approved in writing by the Declarant and the Architectural Control Committee in their sole discretion. If the Declarant and Architectural Control Committee shall approve such dog run, it must be located within the rear yard (only) adjacent to a wall of the main dwelling or garage and facing

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the rear or interior of the lot and shall not extend beyond the end of the dwelling or garage into the side yard.

F. *Fences, Walls, Hedges, Etc.* No fence, wall or hedge of any kind shall be erected or maintained on any Lot without the prior written approval of the Committee. No fence, wall or hedge shall be maintained or erected which blocks or hinders vision at street intersections. No chain link fence shall be permitted. No fence, wall or hedge shall be erected, grown or maintained in front of or along the front building line of a Lot. All fences and walls must be approved by the Township and all necessary permits obtained.

G. *Easements.*

1. Easements for the installation and maintenance of utilities, underground television cable, sewer lines, water mains, drainage lines, surface drainage swales, or any other improvements which would serve the residents of the Subdivision, as established by Declarant, its successors and assigns, as shown on the recorded Plat. 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 service, or utilities.
2. Declarant reserves, as permitted by the Township of Northville, the right to erect and maintain signs identifying the subdivision(s). All signs shall comply with the ordinances of the Township of Northville, and the Subdivision Control Act of 1967, as amended.
3. No buildings may be constructed or maintained over or on any easements; however, after the aforementioned utilities have been installed, planting, fencing (where permitted), or other Lot line improvements shall be allowed, so long as they do not violate the provisions of this Article and do not interfere with, obstruct, hinder, or impair the drainage, retention and/or detention plans of the subdivision and so long as access be granted, without charge or liability for damages, for the installation and/or maintenance of the utilities, drainage lines and/or additional facilities; and provided as to lots and Brooklane Ridge Subdivision such plantings and shrubs do not interfere with the visibility or maintenance of signs placed within such areas by Declarant.
4. Private easements for public utilities have been granted and reserved on the plat of the Subdivision.

H. *Wells.* No well shall be dug, installed or constructed on any Lot.



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I. *Temporary Structures.* Trailers, tents, shacks, sheds, barns, or any temporary buildings of any description whatsoever, are expressly prohibited and no temporary occupancy 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 by a license builder, and which shall be removed from the premises upon completion of the building may be permitted, upon prior written permission from the Declarant and necessary approval from the Township of Northville.

J. *Sales Agency and/or Business Office.* Notwithstanding anything to the contrary elsewhere set forth herein, Declarant and/or any builders which it may designate, may construct and maintain a sales agency and a business office upon any Lots which they may select, or may use a model house for such purposes, and Declarant and such designated builders may continue to do so until such time as all of the lots in which Declarant or such designated builders have an interest are sold by them.

K. *Lease Restrictions.* No owners of any lot shall lease and/or sublet less than the whole of any dwelling on any lot.

L. *Exterior Surface of Dwellings.* The visible exterior walls of all dwelling structures shall be made primarily of brick construction with crick and/or fieldstone to be used on the front and side elevations up to the eave line, roof line, or at least the height of 10-12 feet. Stucco, aluminum and/or ledge rock may also be used, so long as any of these materials alone or in combination do not exceed fifty (50%) percent of the total of all visible exterior walls. The use of cement block, slag, cinder block, imitation brick, asphalt and/or any type of like commercial material is not permitted.

M. *Signs.* No sign or billboard shall be placed erected, or maintained on any Lot, except one sign advertising the Lot, or the house and Lot 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 not be more than three (3) feet above the ground; provided, however, that such sign shall have been constructed and installed in a professional manner. Any such sign shall be kept clean and in good repair during the period of its maintenance on the side 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 initial period of construction of houses, or during such periods as any residence is used as a model or for display purposes and further accepting such temporary political signs as defined in and subject to the provisions of the ordinance of the Township of Northville (Zoning and Planning).

N. *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 shall be removed with all reasonable dispatch from such lot in order to prevent an unsightly condition. Refurbication shall commence within sixty (60) days from the date of such casualty.

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O. *Landscaping.* Upon the completion of a residence on any of the Lots, the Owner thereof (and the word "Owner" as used in this connection, is intended to mean the party who purchases a residence from the builder thereof, and the builder if such house has not been sold, 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, but no greater than six (6) months from date of issuance of a Certificate of Occupancy. 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.

P. *Driveways.* All driveways shall be constructed of concrete or concrete with paving brick unless the Committee shall approve an alternate paving material. The initial plans, submitted to the Committee in accordance with Article II hereof, shall designate the location of the driveway and the building materials to be used for approval by the Committee. The location of driveways shall conform to the driveway plan included on the Final Preliminary Plat. Minimum setback from the side property line shall conform to current Northville Township zoning ordinance requirements.

Q. *General Conditions.*

1. 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 law. Garbage containers shall not be left at the road for more than twenty-four (24) hours in any one week.
2. No house trailers, commercial vehicles, boat trailers, boats, motor homes or camping trailers will be parked on or stored on any Lot, unless stored fully enclosed within an attached garage except that of a trailer belonging to a visitor. Temporary parking will be permitted for a 24-hour period, but no longer. Commercial vehicles and trucks shall not be parked in the Subdivision, or on any Lot therein, except while normal deliveries or pickups in the normal course of business. However, a construction trailer may be maintained by each builder offering new houses for sale, only during the period when new houses are under construction in the Subdivision by that builder.
3. No laundry shall be hung for drying in such a way as to be visible from the street on which the dwelling 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 dwelling fronts and sides.
4. All homes shall be equipped with electric garbage disposal units in the kitchen.

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5. The grade of any Lot or Lots in the Subdivision may not be changed without the written consent of the Committee and the Township of Northville. This restriction is intended to prevent interference with the master drainage plans for the Subdivision which have been approved by the Township of Northville.
6. No "through the wall" air conditioners may be installed on the front wall or in any front window of any building.
7. 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 and must comply with all Township Ordinances.
8. No swimming pools may be built which is higher than one (1) foot above the existing Lot grade. No above ground swimming pools shall be erected or maintained on any Lot. A swimming pool must be fenced in accordance with all regulatory requirements with appropriate landscape screening.
9. No basketball backboards or hoops may be installed or placed on a separate or free standing detached stand or pedestal on any Lot. Only clear, Plexiglas backboards and hoops shall be permitted which must be attached above the garage door if such are permitted under applicable ordinances.
10. All Lots in the Subdivision shall be used exclusively for single family residential purposes. Except as specifically permitted herein, no structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single family dwelling not to exceed two and one-half (2 1/2) stores in height, which may include an attached garage.
11. No part of any dwelling or other structure shall be used for any activity normally conducted as business.
12. No Lot shall be subdivided, except with the written consent of Declarant in compliance with local ordinance and the Subdivision Control Act, as amended.
13. No outside television antenna or other antenna or aerial, saucer or similar device shall be placed, constructed, altered or maintained on any Lot or any home constructed thereon, unless the Committee or the Declarant determines, in their sole discretion, that the absence of any such device creates a hardship with respect to a particular Lot.
14. It shall be the responsibility of each Lot owner to prevent the occurrence of any unclean, unsightly, or unkempt condition of buildings or grounds on each

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Owner's Lot. No lawn ornaments, sculptures or statues shall be placed or remain on any Lot without the prior written permission of the Committee or the Declarant.

15. No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighbor. No incessant barking or vicious dog shall be allowed to remain upon any Lot.
16. No Lot shall be subdivided, or its boundary lines changed, except with the written consent of the Committee or Declarant in compliance with local ordinance and, if required, in compliance with the Land Division Act. However, Declarant hereby expressly reserves the right to replat any two (2) or more Lots shown on the plat or preliminary plat of the Subdivision according to the Land Division Act, in order to create a modified building lot or lots and to take such other steps as are reasonably necessary to make such replatted lots suitable or fit as building sites, to include but, not be limited to, the relocation of easements, walk-ways and right-of-ways to conform to the new boundaries of said replatted lot.
17. It is understood that any construction including grading upon any Lot requires compliance with the ordinances of the Township of Northville and the permission from the Township of Northville as well as the written consent of the Committee for any deviation from such ordinances.
18. As set forth in the Agreement for Brooklane Ridge Subdivision Open Space, if Reservoir Road is ever extended easterly, the easterly portion of Lot 122, shown on the Plat, may be split from Lot 122 and developed with one single family home in conformity with and subject to the provisions of such Agreement, and the Township of Northville will take all steps required to approve such split, development and use. The Declarant shall by means of landscaping or a split rail fence delineate the boundary line between the southerly line of Lot 122 and the "Outlot" shown on the Plat, and between the future Lot to be split from Lot 122 and the remainder of Lot 122.
19. No Wireless communication Facilities including antennas or towers may be constructed on any lot within the project.

Anything contained herein to the contrary notwithstanding, no building and use restriction contained in this Article shall be deemed to limit the authority, control and power of the Committee with respect to its right to approve plans for construction on Owner's Lot.

ARTICLE IV  
PRESERVATION OF WOODLAND AREAS

The restrictions and limitations of this Article shall only apply to phases of Brooklane Ridge Subdivision where areas are depicted as woodlands and designated as such within a recorded plat of Brooklane Ridge Subdivision without prior approval of the Township. The Township may require replacement of any tree removed within the Woodlands, as described in the Township Ordinances.

A. *Tree Protection.* No standing, living deciduous or evergreen tree within any woodlands area shall be removed or deliberately damaged or destroyed without the prior approval of Northville Township. The Township may require replacement of any tree removed within the woodlands, as described in the Township Ordinances.

B. *Development.* No building, outbuilding, addition, deck, patio, swimming, wading pool, tennis court, other improvement or development of any kind shall be permitted within a designated woodland preservation area except in compliance with the ordinances of the Township of Northville.

C. *Maintenance.* Nothing contained in this Article shall be construed to limit or prohibit within a woodlands area the removal of brush and scrub growth, the regular trimming, pruning and maintenance of the trees, the removal of diseased or dying trees or the trimming or removal of trees which could or might reasonably be expected to cause injury to persons or property in compliance with the ordinances of the Township of Northville.

D. *Waiver.* The restrictions and limitations of this Article may be waived in whole or in part by the Committee in appropriate cases, in the sole judgment of the committee, so long as the granting of such waiver does not substantially change the character of any woodlands area and does not violate the Township of Northville woodland ordinances and that all necessary approvals and use permits are obtained from the Township of Northville.

E. *Removal of Trees in Non-Woodland Areas.* Anything contained herein to the contrary notwithstanding, no trees six (6) inches or more in diameter at ground level may be removed (even if such a tree is located outside of a designated woodlands area) without the written approval of the Committee, and a plan for preservation of trees in connection with the construction process is delivered to the Committee prior thereto. It shall be the responsibility of each Lot Owner to maintain and preserve all large trees on the Owner's Lot, which responsibility includes welling trees, if necessary. Provided, however, no permission shall be necessary for the removal of trees which fall within the area being used for the construction of a home which shall include all areas within ten (10) feet of the outer walls of a home and utility easements or right-of-ways. No tree or shrub material shall be removed

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from that portion of the rear of a Lot abutting natural areas shown on the Approved Concept Plan attached to the Open Space Agreement.

#### ARTICLE V WETLANDS

No building, structure, or addition, deck, patio, swimming or wading pool, tennis court or other improvement or development of any kind shall be permitted within a designated Wetland area, as depicted within the recorded plat of Brooklane Ridge Subdivision, including any Buffer Area from the Wetland Boundary, as shown on the Approved Open Space Community Plan.

A Wetlands area may only be used for passive recreational uses such as hiking and nature study and for installation and/or repair of improvements and utilities to the Subdivision as the Michigan Department of Environmental Quality may allow.

A Wetlands, if any, are to remain substantially in their natural condition, unless the designation of the Wetlands area is ever altered by the Michigan Department of Environmental Quality and the Declarant or the Association and unless all necessary permits for such modifications have been issued by all governmental agencies having jurisdiction over the property.

#### ARTICLE VI ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. *Establishment of Non-Profit Corporation.* There is to be established an association of Owners to be known as the Brooklane Ridge Subdivision Association. Such Association shall be organized as soon as practicable after the recording of these Deed Restrictions. The Association shall be organized as a nonprofit corporation for a perpetual term under the laws of the State of Michigan and shall have such powers as are enumerated in this Declaration as well as those set forth in the corporate By-Laws for the Association.

B. *Dedication of Open Space.* Declarant agrees to dedicate and convey to the Association for the benefit of each Owner of a Lot in the Subdivision(s) a right and easement of enjoyment in and to any Common Area and any facilities and improvements located thereon, and hereby agrees that it will convey the Common Area which includes all Open Space Areas to the Association free and clear of all liens and encumbrances at or before such time as fee simple title is one hundred (100%) percent of the lots within the subdivision have been sold and conveyed to persons other than Builders. Title to the Common Area, when established, shall vest in the Association subject to the rights and easements of enjoyment in and to such Common Area by the Owners. Said Easement of enjoyment shall be considered to be appurtenant to the Lots and shall pass with the title to the lots whether or not specifically set forth in the deeds of conveyance of the Lots. The conveyance of Open Space

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or Common Areas shall be subject to any easement recorded, dedicated or granted to Declarant, as indicated on the recorded Plat for the Subdivision, the maintenance requirement contained in the Open Space Agreement, and entered into with the Township or other governmental entities prior to date of conveyance subject in all respects to the Subdivision Control Act.

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

Declarant reserves to itself in any conveyance of Common Area(s) all gas, oil and mineral rights if it so elects in its sole discretion.

C. *Association Property Rights - Common Space.* The right and easement of enjoyment of each in and to the Common Area shall be subject to the following prior rights of the Association.

1. The rights 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 Owners. No such dedication, grant or transfer shall be effective unless an instrument agreeing to such dedication, grant or transfer signed by two-thirds (2/3<sup>rd</sup>s) of the members entitled to vote has been recorded.
2. The right of the Association to levy assessments, as set forth in Section E hereof.

D. *Membership and Voting Rights.*

1. The rights of the Association to dedicate or transfer all or any part of the Common Areas including the Open Space Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication, grant or transfer shall be effective unless an instrument agreeing to such dedication, grant or transfer signed by two-thirds (2/3<sup>rd</sup>s) of the members entitled to vote has been recorded.
2. The right of the Association to levy assessments, as set forth in Section E hereof.

*Class A.* Class A shall be all Owners, with the exception of the Declarant and its builder/purchasers. Class A members shall have no voting rights until the following shall occur:

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- (a) The Class A members of Brooklane Ridge Subdivision (and all phases) have attained at least eighty (80%) percent or more of the number of votes of the original Class B as hereinafter defined; or
- (b) The date that the Class B members elect in writing to waive the requirements of Paragraph D, Subparagraph 2(a).

Upon the happening of the first to occur of such events, that Class A members shall be entitled to one vote for each lot owned. When more than one person hold an interest in any lot, all such persons collectively, shall be entitled to only one vote, and the vote for each such lot shall be exercised as they determine, provided that 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 in Brooklane Ridge Subdivision, including all phases.

*E. Membership Fees and Purpose.* In order to pay the cost of carrying out its responsibilities hereunder, the Association shall levy fees, dues or assessments on each Lot in the Subdivision, whether or not the Lot Owner is an active member of the Association, except Lots owned by Declarant or by a builder prior to occupancy. In no event shall Declarant or such a builder be obligated to pay fees, dues or assessments to the Association unless Declarant shall elect to require the builder's and/or Declarant to so participate. All such fees, dues or assessments shall be charged equally to each Lot, and may be enforced through the lien provided for in this Article or by any other lawful means of collecting debts.

The fees, dues or assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Subdivision and future subdivisions or lots hereafter annexed or added, and in particular for the improvement and maintenance of the Common Areas, including all Open Space Areas or Subdivision entrance-ways now or hereafter owned by the Association, and facilities thereof, and other property under the control of the Association, including the "Transitional Area"; for planting and maintenance of trees, shrubs and grass; for construction, operation and maintenance, repair and replacement of recreational facilities and improvements, if any; for repair, replaced and maintenance of any retention, detention and sedimentation facilities and street lighting if any; for caring for vacant lots; for providing community services; and for the protection of the Owners; for maintenance and preservation of the wetlands and woodland areas, if any, designated on the Plat of Brooklane Ridge Subdivision; for maintenance and repair of any internal sidewalks and/or bike paths or bridges, if any; for maintenance and repair of any storm drainage systems and facilities, sprinkling or irrigation system serving common areas and improvements; for payment of legal, accounting, professional fees and insurance; for such



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personnel and employees as may be required to fulfill the obligations herein; and to perform those duties and obligations set forth in the Open Space Agreement and Perpetual Easement.

Anything contained herein to the contrary notwithstanding, there shall be no membership fee due for any Lot until a home is constructed on the lot and the home is first occupied by a purchaser.

F. *Special Assessments for Capital Improvements.* In addition to the annual assessments authorized above, the Association may levy against each owner, 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 in or upon the Common Area(s) including Open Space Area(s) and other areas under the control of the Association, including without limiting the generality thereof, subdivision entrances, retention ponds, retention, detention areas, the Transitional Area, and Transitional Area, provided that such assessment shall have the assent of two-thirds (2/3<sup>rd</sup>) of the votes of Owners who are then entitled to vote, voting in person or by proxy at a meeting duly called for that purpose.

G. *Lien.* Any fees, dues or assessments established by the Association, and any amounts or expenses incurred in enforcing these restrictions which are reimbursable under Article VI below, shall constitute a lien on the Lot of each Lot Owner responsible for such fees or expenses. Declarant or the Association, as the case may be, may enforce the lien by recording appropriate instruments confirming the existence of the lien and foreclosing the lien by appropriate legal action. In such legal action, a court of competent jurisdiction shall be empowered to order a sale of the Lot subject to the lien in order to satisfy the lien. The lien shall be subordinate and junior to the lien of any first mortgage securing a loan for the acquisition or improvement of any Lot in the Subdivision.

H. *Exempt Property.* All 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.

I. *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. The sale or transfer of any lot pursuant to mortgage foreclosure proceeding or a judgment of foreclosure, shall extinguish the lien of such assessments as to payments which became due prior to such foreclosure sale but shall not relieve such lot from liability for any future assessment thereafter due or from the lien thereafter created.

J. *Liability of Board Members.* Neither any of the Board nor the Declarant shall be personally liable to any Owner, or to any other party, for damage, loss or prejudice

suffered or claimed on account of any act or omission of the Association, the Board, the Declarant or any other representative or employee of the Association.

K. *Association By-Laws.* Any sale or purchase of a Lot in a Subdivision shall be subject to such By-Laws for the Association as Declarant may hereafter establish, and each Lot Owner agrees to abide by and observe such By-Laws. Until the Association is created, Declarant shall have the right to modify, amend or supplement the By-Laws. When the Association is created, it may amend or modify the By-Laws upon the affirmative vote of three-fourths (3/4<sup>th</sup>) of members then entitled to vote.

L. *Insurance Requirements.* The Association shall maintain liability insurance for all open space and common areas, including sidewalks and bike paths, if any. The amount of insurance shall be \$1 million per occurrence. The Charter Township of Northville shall be named as an additional named insured on this insurance policy.

M. *Failure of Association to Maintain Common Areas, Bike Paths and Sidewalks; Action by Township of Northville.*

1. If the Declarant or Association fails to construct, improve, maintain, repair or replace the Open Space Area as provided for and required in the Approved Concept Plan and/or the Transitional Area as required, and the minimum Township regulations and the Declaration filed in Wayne County Records, then the Township shall have the right, but not the duty, after thirty (30) days written notice to the Declarant or the Association, to perform the Open Space improvements, maintenance, repair or replacement. Upon creation of the Association, the Declarant will be relieved of all of the ongoing maintenance obligations set forth in the Open Space Agreement, the Bike Path/Sidewalk Maintenance Agreement, the Storm Drainage System Maintenance Agreement and this Declaration.
2. If the Declarant, its successors or Association at any time fails to perform maintenance of the sidewalks or bike paths, the Township may serve written notice upon the Declarant, its successors or the Association identifying specific failures to reasonably perform maintenance of the sidewalks or bike paths and shall demand that the deficiencies be cured within a specific reasonable period of time.
3. All costs associated with such improvements, maintenance, repair or replacement of Open Space Areas, bike paths or sidewalks or storm drainage system or facilities incurred by the Township shall be billed to the Association if the Declarant has caused the Association to exist. If the Association has not been created or otherwise provided for by the Declarant, all such costs incurred by the Township in the improvement, maintenance, repair or replacement of

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the Open Space Areas and Transitional Area shall be billed to the Declarant. If such costs are not paid in full to the Township within thirty (30) days of billing, the Township may assess the costs against the within the Subdivision in equal amounts in the same manner as property taxes are assessed and collected. The Township may add a 25% surcharge to the cost incurred for improving, maintenance, repair or replacement of open space areas, bike paths or sidewalks or Storm Drainage system or Facilities in seeking reimbursement from Declarant or Association as the case may be and may recover all costs and attorney fees which it may incur to collect such expenses.

4. At the request of Declarant or its successor(s) or the Association, a hearing may be established by the Township Board or other Official body delegated the responsibility to determine whether additional time is required for curing the deficiencies. If a hearing is held, the Township may, but shall not be required to modify the terms of the original notice of deficiency and grant an extension of time within which they may be cured. If the deficiencies set forth in the notice are not cured within a reasonable time or any extension granted by the Township, the Township may enter onto the Subdivision and perform the maintenance required. In the even that the Township performs any maintenance on the sidewalks, bike paths, or Open Space Area, or Storm Drainage System or Facilities, it shall have the right to assess all costs, expenses and charges against the Declarant, its successors or assigns, or the abutting property owners who shall be severally, and not jointly liable for the total cost of maintenance performed. Such costs, if not paid when due, shall be assessed by the Township to the owner of the property within the Subdivision as reflected in the tax rolls. In addition, a twenty-five (25%) percent penalty of the total cost of maintenance or repairs shall be charged against the Declarant, its successors, and if the Association be formed, thus the Association or property Owner, whichever is obligated under this Agreement to perform such work, for any work or maintenance performed by the Township pursuant to this Agreement. Any such costs or penalties, if not paid when due, shall be assessed by the Township to the owner of the property, or its successors as reflected in the tax rolls.

## ARTICLE VII

### ANNEXATION OF ADDITIONAL LOTS AND/OR COMMON AREAS

Declarant reserves the right in its sole and absolute discretion at any time or times in the future to amend this Declaration by recording such with the Wayne County Register of Deeds office to add to it one or more lots or one or more additional subdivisions of land contiguous and adjacent to the Subdivision, hereafter developed and platted by Declarant or its assigns as additional phases. Such Amendment need only to be signed by the Declarant. Additional lots and/or subdivisions may or may not contain additional Common Areas and

Open Space Areas, wetlands, woodlands and/or improvements. Any such amendments to this Declaration shall provide that all of the residential lots added to the Subdivision or in additional subdivisions as phases shall be required to be members of the Association and shall be subject to the covenants, restrictions, easements, charges and liens set forth herein. Such amendment(s) shall also provide that the Open Space Areas contained within the Subdivision and all areas later added to the Subdivision or future subdivisions shall be for the benefit and use of all of all lots in the subdivisions. Additional Common and Open Space Areas may be annexed to the Association by Declarant without the consent or approval of the Association or of its members or any Owner. Any Common and Open Space Area so added shall be owned and maintained by the Association in accordance with the terms of these Deed Restrictions. Annexation by action of the Association shall require the consent of two-thirds (2/3<sup>rds</sup>) of its then members entitled to vote.

ARTICLE VIII  
ASSIGNMENT

A. Declarant hereby reserved the unequivocal right to assign to the Association in whole or in part, from time to time, any or all of the rights and powers, titles, obligations, duties, easements and estates hereby reserved or given to Declarant herein, including the right and power to approve or disapprove any use, act, proposed action, or any other matter or thing. Any such assignment or transfer shall be made by appropriate instrument in writing, 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 all obligation, duties and liability in connection therewith.

B. Declarant hereby reserves the unequivocal right to assign to others in whole or in part, at any time and from time to time, any or all of the rights and powers, titles, easements and estates hereby reserved or given to Declarant herein, including the right and power to approve or disapprove any use, act proposed action, or any other matter or thing. Any such assignment or transfer shall be made by appropriate instrument in writing and such assignee shall thereupon have the same rights and powers, and be subject to the same obligations and duties as herein given and reserve 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 all obligations, duties and liability in connection therewith.

C. Once the Association is formed, the Association shall be responsible for maintaining the Common and Open Space and Transitional Areas in accordance with the rules established by the Declarant, and the Association shall have the right to establish such additional reasonable rules and regulations with respect to the use and enjoyment of the open

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space as the Association may deem necessary or desirable to ensure the proper preservation and functioning of the Open Space Areas.

ARTICLE IX  
EXEMPTION OF DECLARANT

Nothing in the Brooklane Ridge Subdivision Declaration of Restrictions shall limit the right of Declarant to complete excavation, grading and construction of improvements to any property within Brooklane Ridge Subdivision or to alter the foregoing or to construct such additional improvements or facilities as Declarant deems advisable in the course of development so long as any lot as described in a recorded Plat of Brooklane Ridge Subdivision remains unsold, or the right to use any structure in the Subdivision as a model home or real estate sales or leasing office. Declarant need not seek or obtain Architectural approval of any improvement constructed or placed by Declarant on any property in the Subdivision by Declarant and as to itself may deviate from or waive, in its sole discretion, any of all of the Covenants and Restrictions as set forth herein. The right and any obligations of Declarant hereunder and elsewhere in these Restrictions and in the Open Space Agreement and Perpetual Easement may be assigned by Declarant to any party or entity including, to the Association, at which time Declarant should be relieved of such obligations.

ARTICLE X  
GENERAL PROVISIONS

A. *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.

B. *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 period of ten (10) years, except for Article V, Paragraphs A and B which shall be observed in perpetuity. This Declaration may be amended (except for Article V, Paragraphs A and B) during the first twenty (20) year period by an instrument signed solely by the Declarant or by an instrument signed by not less than ninety (90%) percent of the Lot Owners; and thereafter, by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any amendment must be recorded with the Wayne County Register of Deeds.

C. *Assignment of 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 of the Owners of the properties in the Subdivision or to any other party or entity. Any such assignment or transfer shall be made by appropriate instrument, in writing, 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

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connection with the rights, powers and easements so assigned, and such instrument shall without further act release the Declarant from the obligations and duties in connection therewith.

D. *Deviations by Agreement with Declarant.* Declarant hereby reserves the right to enter into agreements with the grantee of any lot or lots (without the consent of grantees of other lots or adjacent property) to deviate from any and all of the covenants set forth in Article III, provided there are practical difficulties or particular hardships evidenced by the grantee and determined by Declarant in its sole discretion and any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of any such covenant as to the remaining lots in Brooklane Ridge Subdivision.

E. If a court of competent jurisdiction shall hold invalid or unenforceable any part of any covenant or provision contained in this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration which shall remain in full force and effect.

F. Each Owner of a lot in a Brooklane Ridge Subdivision shall file the correct mailing address of such Owner with Declarant and shall notify Declarant promptly in writing of any subsequent change of address. Declarant shall maintain a file of such addresses and make the same available to the Association. A written or printed notice, deposited in the United States Post Office, postage prepaid, and addressed to any Owner at the last address filed by such Owner with Declarant shall be sufficient and proper notice to such Owner whenever notices are required in this Declaration.

#### ARTICLE XI ENFORCEMENT

Declarant, or the Association, shall have the right at any time or times to proceed at law or in equity against any person violating or attempting to violate any provision contained herein, to prevent or abate such violations, to compel compliance with the terms hereof, to enter upon any land within the Subdivision and correct any condition in and remove any building, structure or improvement erected, installed or maintained in violation of the terms hereof at the Lot Owner's expense, and to recover arrearages or other dues for any violation. Any such entry shall not constitute a trespass. Declarant may recover against a Lot Owner violating the provisions of this Declaration all reasonable costs incurred by it in enforcing such provisions in any of the foregoing ways, including the cost of removing offending structures and actual attorney fees and other litigation costs.

Failure to enforce any provision contained herein in any particular instance shall not be considered a waiver of the right to do so as to any continuing, subsequent or other violation.

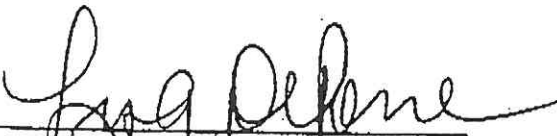

ARTICLE XII  
LANDS AFFECTED

A. The covenants, conditions and restrictions set forth herein shall not be binding upon or affect in any way any property other than the Subdivision. Specifically, these restrictions shall not apply to or constitute a burden or encumbrance on any adjacent property, including any adjacent property that may be owned by Declarant, unless Declarant in its sole discretion elects to make such binding upon same by appropriate recorded written Amendment.

B. Declarant reserves the right to create one or more subdivisions adjacent to the Subdivision, or to otherwise develop all or any of such property. Such subdivisions or developments may be the subject of no restrictions or of restriction which are more or less stringent than those set forth herein.


IN WITNESS WHEREOF, the undersigned, being all of the parties with an ownership interest in the Lots have caused these presents to be executed on the 2nd day of June, 1998.

WITNESSETH:

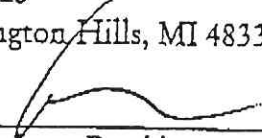
  
Lynn Depasque  
  
Jill Demetriou

DECLARANT:  
GRAND/SAKWA OF BROOKLANE,  
a Michigan Co-Partnership  
4850 Coolidge Highway  
Royal Oak, MI 48073-1023  
File No. 282-97 Oakland Co.  
March 21, 1997

By: Grand Brooklane, Inc. Co-Partner  
a Michigan corporation  
4850 Coolidge Highway  
Royal Oak, MI 48073-1023

  
Stephen Grand, Trustee, President

By: Sakwa Properties of Brooklane, Inc.  
Co-Partner, a Michigan Corporation  
32000 Northwestern Hwy.  
Suite 125  
Farmington Hills, MI 48334

  
Gary Sakwa, President

ACKNOWLEDGMENT

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF OAKLAND)

Personally came before me this 2nd day of June, 1998, Grand Brooklane, Inc., Co-Partner, STEPHEN GRAND, President and Sakwa Properties of Brooklane, Inc., Co-Partner, GARY SAKWA, President of the above named Co-Partnership, to me known to be the persons who executed the foregoing instrument, and to me known to be such Co-Partners of said Co-Partnership and acknowledged that they executed the foregoing instrument as such Co-Partners as the free act and deed of said Co-Partnership.

JANET MARIE SPANN  
Notary Public, Oakland County, MI  
My Commission Expires Feb. 25, 2002

Janet Marie Spann  
Notary Public  
In the County of Oakland, State of Michigan  
My Commission Expires: 02-25-02

DRAFTED BY AND WHEN  
RECORDED RETURN TO:  
ROBERT A. JACOBS, ESQUIRE  
380 North Woodward Avenue, Suite 300  
Birmingham, Michigan 48009  
(248) 642-0333