

QUAIL RIDGE SUBDIVISION  
DECLARATION  
OF  
COVENANTS, AGREEMENTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, AGREEMENTS AND RESTRICTIONS, made and declared this 23 day of August, 1979, by SINGH DEVELOPMENT COMPANY, LTD., a Michigan limited partnership, hereinafter sometimes referred to as "Developer", whose address is 310 American Center Building, 27777 Franklin Road, Southfield, Michigan 48034.

WITNESSETH:

That Developer owns certain real property situated in the Township of Northville, Wayne County, Michigan, more particularly described in Exhibit "A" attached hereto and made a part hereof by this reference; and Developer desires to provide for the preservation of certain services for the subdivision community to be developed on said property and for the permanent maintenance of certain common areas and facilities by a Subdivision Association; and Developer further desires to subject the real property to certain covenants, agreements, restrictions, easements, charges and liens for the mutual benefit of the Lots to be subdivided on said real property all as hereinafter set forth, all of which covenants, agreements, restrictions, easements, charges and liens are for the benefit of and shall run with and bind the real property and each owner, their heirs, successors and assigns; and to establish the Association to which shall be delegated and assigned the power and responsibility to maintain and administer the common areas and facilities, and to administer and enforce the covenants, agreements, restrictions, easements, charges and liens as set forth in this Declaration and to collect and disburse the assessments and charges hereinafter set forth;

RECORDED SEP 27 1979 AT 924 A  
FOREST E. YOUNGBLOOD, Register of Deeds  
WAYNE COUNTY, MICHIGAN 48220

NOW, THEREFORE, Developer does hereby declare that the real property described in Exhibit "A" attached hereto, made a part hereof and incorporated herein by this reference is hereby and shall be held, transferred, sold, conveyed and occupied subject to the covenants, agreements, restrictions, easements, charges and liens as hereinafter set forth.

## ARTICLE I

### DEFINITIONS

The following definitions and any supplemental or amended Declaration shall be applicable to this Declaration.

- (1) "Developer" shall mean Singh Development Company, Ltd., a Michigan limited partnership, together with its successors and assigns.
- (2) "Association" shall mean the non-profit corporation to be organized by Developer and to be known as the "Quail Ridge Homeowners' Association" and any successor thereof.
- (3) "Property" shall mean the real property described in Exhibit "A" attached hereto and made a part hereof and all the Lots, storm water retention pond(s), Parks, open spaces and common areas, if any, in the proposed subdivision as described in the Plat recorded herewith and which shall be known as the "Quail Ridge Subdivision" to be developed on the real property described in Exhibit "A".
- (4) "Common Areas" shall mean those areas designated as the open space(s), retention pond(s), storm water drainage system, park(s), common entranceway monument(s) and other common areas, if any, designated as such by Developer on the proposed Plat.

(5) "Lot" shall mean any Lot or proposed Lot shown on the Plat or proposed Plat by the Developer which is restricted to residential purposes for the construction thereon of a single-family dwelling unit and shall include such dwelling when built.

(6) "Owner" shall mean the record Owner, whether one or more persons or entities, of the fee simple title to any Lot or Lots and/or the land contract vendee(s) for any such Lot or Lots. The term "Owner" shall not include any mortgagee(s) unless and until such mortgagee(s) shall have acquired fee simple title to such Lot(s) by foreclosure or other proceeding or conveyance thereof in lieu of foreclosure and shall not include any interest in a Lot(s) held as security for the performance of any obligation. In the event more than one person or entity owns an interest in the fee simple title to any Lot, or has an interest as a land contract vendee, the interests of all such persons collectively shall be that of one Owner.

(7) "Member" shall mean all of those Owners who are members of the Association as hereinafter provided.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

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

## ARTICLE III

QUAIL RIDGE HOMEOWNERS' ASSOCIATION

(1) Organization: Developer hereby covenants that it shall, within six months of the date of this Declaration, organize a non-profit corporation under the laws of the State of Michigan which shall be known as the Quail Ridge Homeowners' Association. The Association and its Members shall have those rights and shall be subject to those duties as are described in this Declaration, and those rights and duties as may be contained or conferred by the Articles of Incorporation, the Bylaws of the Association or the Laws of the State of Michigan.

(2) Articles, Bylaws: The Association shall be organized, governed, and operated according to its Articles of Incorporation and its Bylaws, which shall be consistent with the provisions and purposes of this Declaration, and which shall contain those provisions as may be required by this Declaration and as are permitted by the laws of the State of Michigan.

(3) Meetings, Notices and Quorum: Meetings of the membership and the Board of Directors shall be held annually for the purpose of the election of Directors, at such places and times as may be provided in the Bylaws, and for such other purposes and at such other places and times as may be specified by written notice. Written notice of any membership meeting called for any purpose hereunder shall be sent to all Members at least fifteen (15) days in advance of such meeting and shall set forth the purpose thereof. At the first meeting of the Association, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each of the outstanding

Class A and Class B Memberships shall constitute a quorum. In the event the required quorum is not present at such meeting, another meeting may be called, upon notice as set forth herein and the required quorum at such subsequent meeting shall be fifty percent (50%) of the required quorum at the preceding meeting.

(4) Membership: Every Owner of each Lot(s) shall be a "Member" of the Association immediately upon becoming an Owner and each membership shall be appurtenant to and may not be separated from ownership of any lot.

(5) Directors: The management, business, and affairs of the Association, the direction of its work and the control of its property shall be vested in a Board of Directors consisting of five (5) members, at least one of whom shall be appointed by the Developer; provided, however, that Developer may at any time waive and release its right to appoint said director by written notice to the Association, and said directorship shall thereafter be filled as provided in Paragraph (3) of this Article III in the manner provided in the Bylaws. Promptly after the organization of the Association as provided in Paragraph 1 of this Article III, Developer shall appoint the First Board of Directors, which Board shall serve until the first annual membership meeting; thereafter, the Board of Directors, except such member as is appointed by the Developer, shall be elected and re-elected in the manner provided in the Bylaws.

(6) Voting Rights: The Association shall have two classes of membership, which shall be as follows:

(6)(a) Class A Membership shall consist of all Owners other than Developer and each Class A Membership

shall be entitled to one (1) vote for each Lot owned. When more than one person or entity holds an interest in any Lot (multiple ownership), all such persons shall be Members, but in no event shall there be more than one vote cast with respect to any such Lot and when more than one person or entity holds an interest in such Lot, such vote shall be exercised as they may, among themselves, agree and they shall so notify the Association in writing prior to any vote. In the event of multiple ownership and such Owners fail or refuse to notify the Association within thirty (30) days of the date set for the meeting, then and in such event the Owner whose name first appears on record title or on the land contract shall be deemed as the Member authorized to vote on behalf of all the multiple Owners and any vote cast in person or by proxy or the failure of said Owner to vote shall be conclusively binding on all such multiple Owners.

(6)(b) Class B Membership shall consist of Developer and those owners described in Paragraph Ten (10) of Article V. Class B Members shall be entitled to three (3) votes for each Lot owned. Class B Membership shall terminate and be converted to and become Class A Membership when seventy-five (75%) percent of all lots in the Subdivision are sold or conveyed to an Owner other than a Class B Member and such Owner becomes a Member.

(7) Voting: Except as otherwise provided in this Declaration or the Articles of Incorporation of the Association, on all matters requiring

the vote or consent of the membership of the Association, such action shall be authorized and may be taken upon the affirmative vote of the holders of a majority of the Class A Members present in person or by proxy at a duly called meeting of the Association at which a quorum is present, or upon the written consent without a meeting of the holders of a majority of the outstanding Class A Members entitled to vote.

#### ARTICLE IV

##### EASEMENTS, PROPERTY RIGHTS AND ASSOCIATION PURPOSE

(1) Members' Easements: Every Member shall have a non-exclusive right and easement to use the Common Areas for the intended purposes of such Common Areas, if any, so designated on the proposed plat, and such easement shall be appurtenant to and shall pass with title to every Lot.

(2) Title: Developer hereby covenants that it shall convey to the Association the Common Areas lying within the Property as designated on the proposed plat of subdivision recorded herewith, free and clear of all liens and encumbrances, except easements and rights-of-way of record, and subject to the provisions of this Declaration; provided, however, that Developer may retain legal title to the Common Areas until such time as seventy-five percent (75%) of the lots have been sold and conveyed by the Developer, and the Owners thereof have become members of the Association, or until such time as Developer may be required to dedicate any of the Common Areas, if any, to the public use; provided further, that nothing herein shall prevent Developer from earlier conveying title to such Common Areas to the Association.

(3) Association Rights: The Association, if the Association is then the Owner of the common areas, shall have the right to dedicate or transfer

all or any part of the Common Areas, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Members; provided, however, that any dedication, transfer or determination as to the conditions thereof shall be effective only upon execution of an instrument signed by the holders of two-thirds (2/3) of each class of all outstanding Class A and Class B Memberships and which is recorded and confirms or approves such dedication, transfer or determination, and further provided, however, that any dedication, transfer or determination as to the conditions thereof shall be effective only upon the prior consent thereto received from the Township of Northville, Wayne County, Michigan. Anything contained herein to the contrary notwithstanding, Developer shall have the exclusive right to dedicate or transfer all or any part of the Common Areas to the public use, or to grant public or private easements or rights-of-way to public or private utilities or governmental bodies in, over or upon the Common Areas, if any, prior to conveyance to the Association and the Association shall receive the same subject thereto.

(4) Access Easement: The Association and the Township of Northville, their authorized agents, officers and representatives shall have a perpetual easement for reasonable access to the Common Areas, and storm water drainage system, if any, at all reasonable times for purposes of inspection, maintenance, repair, operation and improvement thereof. Entry by the Township shall not constitute a dedication to the Township nor an acceptance of title by the Township. The Township of Northville does not by its exercise of any right herein provided or by its undertaking of any act or obligation in relation to the Common Areas and storm water drainage system, constitute directly or indirectly the Homeowners Association or Lot Owners as the agents or beneficiaries of the Township of Northville, and shall in any event retain its full



governmental immunity. Any act, right or obligation of the Township, either specifically or by implication, arising from or occurring as a result of this Declaration shall be done or omitted by the Township in its sole and exclusive discretion. In no event shall the Township be liable in damages, by specific performance or otherwise to the Homeowners Association, or any Lot Owner or Owners, by reason of or from any matter in connection with this Declaration.

(5) Association Purposes: The Association shall have the duty and responsibility to maintain, operate and repair the Common Areas and the storm water drainage system for the benefit of the subdivision and the Members by whatever means may be necessary to assure the proper operation of the storm water drainage system and other common areas in the manner and for the purposes for which they were intended.

#### ARTICLE V

#### MAINTENANCE ASSESSMENT COVENANT

(1) Lien and Personal Obligation for Assessments: Developer, for and on behalf of each and every Lot within the real property, does hereby covenant and agree and each owner of any Lot by acceptance of a deed therefor whether or not it shall be set forth therein, is deemed to covenant and agree to pay to the Association when due: (a) all regular assessments or charges of the Association, (b) special assessments, if any, for capital improvements to be established and collected as hereinafter set forth, and (c) all other assessments for taxes, levies, assessments or other charges lawfully imposed or charged to the Association or the Common Areas; and each Owner does covenant, agree and accept all of the terms, conditions, covenants and agreements hereof in accordance herewith.

(2) Purpose: The purpose of the assessments levied by the Association shall be for the repair, maintenance, operation, management and improvement of the Common Areas, if any, including but not limited to the payment of all taxes and insurance thereon, the repair and replacement thereof, the operation thereof, additions thereto and improvements thereon, the preservation of the grades in the common areas, cutting of weeds, grass or other plant matter, elimination of insects and animals, cleaning of the common areas, removal of suet or debris from the storm water drain lines, the maintenance and repair of all dams and drain lines, and for the cost of labor, equipment, materials, management and supervision for and in connection thereof and of the Association. Notwithstanding anything contained herein to the contrary, in the event the Association fails or refuses to provide the necessary repairs, maintenance, operation, management and improvement of the Common Areas, if any, then and in such event the Township of Northville, its successors and assigns, shall have the right to cause such work to be performed and to assess all costs for the same under and pursuant to this Declaration and each Owner of such Lot consents to such assessments and agrees that such assessment shall be payable on demand to the Township of Northville. In addition to other methods of collection, the Township of Northville shall have the right to place such assessment on the municipal tax rolls of the assessed property.

(3) Regular Assessment: Each member of the Association, except the Developer and those Owners described in Paragraph Ten (10) of this Article V shall remit annual nonrefundable payments of regular assessments to the Association in the amount of Thirty Five Dollars (\$35.00) each for each Lot owned by such member, adjusted and payable as follows.

(3)(a) The first regular assessment for each Lot shall be due and payable upon the closing of the purchase of the dwelling unit by the Owner of the Lot in an amount which bears the same proportion to the regular assessment as the remaining number of days in the then current assessment period bears to the total number of days in such assessment period; provided, however, that the first regular assessment shall be the next regular assessment date if the assessment for the then current assessment period has been paid in full.

(3)(b) Regular assessments for each assessment period shall be due and payable in advance on the first day of April of each year thereafter.

(3)(c) Promptly at the end of each fiscal year of the Association, the Board of Directors shall adjust the regular assessment next due for each lot to reflect the proportionate share of each lot for any and all costs, expenses or obligations incurred by the Association in the then ending fiscal year over assessments received or receivable, and each Owner shall pay the regular assessment next due as adjusted.

(3)(d) The Board of Directors, in its discretion, may establish an installment program for the payment of any regular, special or deficit assessment and may charge interest in connection therewith.

(4) Capital Improvement Special Assessment: In addition to the regular assessments provided for herein, the Association may levy a special

assessment by resolution for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement to the Common Areas, if any; provided, however, that any such special assessment shall be first approved by 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 this purpose. Such special assessment shall be due and payable according to the terms and conditions and in the manner specified in the Resolution of the Association.

(5) Uniform Assessment Rate: All regular, special and deficit assessments shall be fixed and established at the same rate for all Lots within the subdivision.

(6) Board of Directors' Duties: Subject to the foregoing provisions, the Board of Directors of the Association shall fix the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall prepare a roster of the Lots and the assessments applicable thereto to be maintained in the office of the Association and which shall be open to inspection by any Owner at all reasonable times. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. In addition, the Association shall, upon reasonable demand and without charge, furnish to any Owner liable for such assessment(s) a certificate in writing signed by an officer or director of the Association, which states whether such assessment(s) have been paid and the amounts, if any, which remain due and unpaid.

(7) Effect of Non-Payment of Assessments; Personal Obligation of the Owner and Liens and Remedies of the Association: The Township of

Northville, the Homeowner's Association, and each Owner shall be beneficiaries of the obligation to pay regular and special assessments. In the event any assessment is not paid on the due date then such assessment shall become delinquent and a lien therefor shall thereupon arise and shall, together with interest thereon and costs of collection therefor (as hereinafter provided) be and become a continuing lien on such Lot until paid in full, and such lien shall be binding upon the Lot, the Owner thereof and his or her heirs, personal representatives, successors and assigns. Said lien may be enforced by the Homeowner's Association or the Township of Northville. The remedies of the Township of Northville shall in any event be cumulative, and the Township may elect any method authorized by law to collect funds expended by the Township for the maintenance of any of the Common Areas. Such assessments shall also be a personal obligation and debt of the Owner(s) and shall be binding upon such Owner(s) to pay such assessments and remain the personal obligation and debt of such Owner(s) for the statutory period. Any successor or assign in or to title may obtain from the Association a written statement as to any unpaid assessments and charges on such Lot in accordance with Paragraph 6 of this Article and such statement shall be binding upon the Association. In the event the assessment is not paid in full within thirty (30) days after delinquency, the assessment shall bear interest from the date of delinquency at the rate of nine percent (9%) per annum and the Association may bring an action at law against the Owner(s) personally obligated to pay the same or foreclose the lien against the Lot, and there shall be added to the amount of such assessment(s) and interest, the costs of preparing and filing the complaint in such action and/or in

connection with foreclosure and, in the event a judgment is obtained, the judgment shall include interest on the assessment as above provided and reasonable attorneys' fees together with all costs and expenses of the action.

(8) Survival of Lien. A sale or transfer of any Lot shall not, under any circumstances, relieve such Lot or the Owner(s) from liability for any assessments, interest or charges which have become due or from any lien therefor. The sale or transfer of any Lot in connection with a mortgage foreclosure proceeding or any proceeding in lieu thereof, shall not extinguish the lien of the assessments, interest and charges as to assessments, interest and charges due prior to such sale or transfer, and in no event shall the prior Owner thereof be relieved of any liability whatsoever for such obligation and

(9) Exemptions and Modification of Assessments:

(9)(a) The Common Areas, if any, shall be exempt from any assessments, special assessments or deficiency assessments and from and against any liens or encumbrances therefor.

(9)(b) All Lots owned by Developer shall be exempt from all regular assessments, special assessments and deficiency assessments. Upon conveyance of any Lot by Developer to a Class A Member, this exemption for each such Lot shall thereupon cease and such Lot shall then be liable for the pro-rated balance of that year's established annual assessment and special assessment, if any; provided, however, that any Lots owned by Developer shall not be exempt from assessments

by the Township of Northville for real property taxes and other charges.

(9)(c) The initial cost of development of the Common Areas, if any, shall be borne and paid for by Developer.

(10) Builders: Notwithstanding anything contained in this Declaration to the contrary, builders, developers and real estate companies who own or hold any Lot(s) for resale to customers in the ordinary course of business shall not be liable for the payment of any regular or special assessments imposed by the terms of this Article V; provided, however, that the exemption established by this Paragraph Ten (10) shall cease and terminate as to any Lot upon which construction has not commenced within two years from the date of this Declaration.

(11) Property Taxes and Assessments: Nothing contained in this Declaration shall in any way change, modify or relieve any Owner of any Lot(s) or Property within the Subdivision from their obligation to pay all of the lawful taxes and assessments as may be levied or assessed against said Lot(s) or Property by the Township of Northville, the County of Wayne, or the State of Michigan, and the obligations to pay all of said taxes and assessments shall remain fully enforceable as provided by law.

## ARTICLE VI

### USE AND OCCUPANCY RESTRICTIONS AND COVENANTS

(1) Land and Building Use Restrictions: Every Lot shall be restricted for use only as a one-family residential dwelling unit or model home for such purpose and all dwellings erected, altered, placed or permitted on any Lot shall be limited to twenty-five (25) feet in height or not in excess of two and one-half (2-1/2) stories, whichever is greater. A private garage or carport of a size which shall permit no more than three (3) automobiles may be erected on each Lot as a detached unit or attached to the dwelling unit.

(2) Dwelling Unit Size: The main structure of any dwelling unit erected, altered, placed or permitted on any Lot shall contain a total floor area of not less than one thousand three hundred fifty (1,350) square feet. Garages, steps, carports, open and/or closed porches, breezeways, arcades or similar facilities shall not be considered in computing such floor area whether or not the same is an integral part of or connected to any dwelling; provided, however, that no more than twenty-five percent (25%) of the total lot areas may be covered by any permanent structure.

(3) Building Location: All buildings and structures shall be located on each Lot at least thirty (30) feet from the front Lot line and shall otherwise comply with all height, setback, sidelot and other building facing and location requirements applicable to single family residential subdivisions as may then be in effect according to the laws, regulations and ordinances of the Township of Northville or its successors or assigns. No building, structure or dwelling unit of any type on any Lot or Lots which border along Eight Mile Road shall have all or any part of its front side facing Eight Mile Road. For the purpose of these set-back and side-yard provisions, eaves, steps and open porches shall not be considered as part of any building or structure.

(4) Lot Sizes: Nothing contained herein shall be construed to prevent any Owner from erecting a single-family residential dwelling unit on a parcel of land in accordance with the size and set-back and side-yard provisions hereof, without reference to the platted common Lot lines; provides, however, that only one single-family residential dwelling unit shall be erected, placed or permitted to remain on any lot or combined contiguous lots, if any, and provided further, that said Owner shall fully comply with all the building, zoning and subdivision requirements of the Township of Northville.



(5) Easements: Easements for construction, installation, modification and maintenance of public utilities, surface drainage facilities and sanitary sewer, storm sewer and water main facilities are reserved as shall be shown on the plat and/or as may otherwise appear of record and as set forth herein and easements are hereby expressly reserved to Developer in, through and across a strip of land along all rear Lot lines and in, through and across a strip of land along all side Lot lines as shall be shown on the plat or as may otherwise appear of record for the purpose of installation and maintenance of telephone and electric lines and conduits, cable television lines, if any, sanitary and storm sewers, water mains, gas lines and for surface drainage facilities. In addition, easements are hereby expressly reserved for use by any public utility service determined to be necessary or advisable by the Developer for the benefit of the subdivision. The use of these easements or any part thereof may be assigned by Developer at any time and from time to time to any person, firm, corporation, governmental agency, municipal authority or department furnishing one or more of the foregoing services and/or facilities, and any such easement herein reserved may be relinquished, waived and terminated, in whole or in part, by the Developer upon filing for record an appropriate instrument of relinquishment. No structure, planting or other material or obstacle shall be placed or permitted to remain within the area reserved herein for such easements which may damage or interfere in any way with the installation and maintenance of such service facilities and utilities, including, without limitation, facilities for underground electrical and telephone distribution systems which may affect, change, obstruct or retard the flow or direction of water in and through drainage channels in such easements, or which may change, obstruct or retard the flow of surface water or

would be detrimental to the property of others and/or change or affect the finished grade of any Lot once established by Developer. The easement area contained in each Lot and all improvements therein shall be maintained in presentable condition continuously by the Lot Owner, other than as to utilities for which a public authority or utility company shall be responsible. The Lot Owner shall be liable for damages to any service facilities and utilities thereon, including damages to electric, gas and telephone distribution lines and facilities therein and drainage ditches now located or hereafter constructed in the subdivision shall not be drained, filled, altered, changed, dammed or widened without the express written consent of Developer and the Board of Directors of the Association.

(6) Antennae: Only one television antennae shall be constructed or erected upon the exterior of any dwelling unit or structure on any Lot.

(7) Temporary Structures and Vehicles: No house trailer, commercial vehicle, bus or truck, boat trailer, boat, camping vehicle, or trailer or motorcycle may be parked on or stored on any Lot in the subdivision unless stored fully enclosed within an attached garage or similar structure, and further, any commercial vehicles, buses and trucks shall not be parked in the subdivision or on any Lot therein, except to make normal deliveries or pickups in the normal course of business. No structure of a temporary character or trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently. (The foregoing restrictions shall not be applicable to any activities by any builders or Developer during any sales and construction periods).

(8) Signs: Signs may be displayed to the public on any Lot only if

one non-illuminated sign is displayed which is not more than six (6) square feet in area and pertains only to the sale or rental of the premises upon which it is maintained, and not more than two non-illuminated signs may be displayed for warning for no trespassing, safety or caution which are not in excess of two (2) square feet in area on each Lot; provided, however, that the foregoing restrictions shall not be applicable to any activities of any builders or Developer during any sales and construction periods.

(9) Nuisances: No noxious or offensive activity shall be carried on upon or in any dwelling Lot or structure nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood; provided, however, any builders or Developer model homes shall not be so restricted until sold.

(10) Livestock and Poultry: No animals, livestock, birds or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats or other common household pets for domestic purposes only and such permitted household pets shall not be bred, kept or maintained for any commercial purposes whatsoever.

(11) Garbage and Refuse: No Lot shall be used or maintained as a dumping ground for rubbish or trash whether occupied or not. Trash, garbage or other waste shall be kept only in closed sanitary containers and all incinerators (if permitted by law only) or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(12) Intersection Sight Distance: No fence, wall, structure, planting or obstruction shall be erected, established or maintained on any corner Lot

within a triangular area formed by the street lines and a connection line which is at a point twenty-five (25) feet from the intersection of such street lines which shall have a height that is more than two (2) feet; provided, however, shade trees with wide branches which are at least eight (8) feet above ground shall be permitted within such areas.

#### ARTICLE VII

#### EROSION AND STORM WATER DRAINAGE

(1) The Association, for the benefit of itself, the Owners, and the Township of Northville, shall repair and maintain the storm water drainage system within QUAIL RIDGE SUBDIVISION in order to insure the proper drainage of storm water into the storm drainage system and to insure that none of the property shall suffer damaging erosion.

(2) The Township of Northville, its successors, assigns, agents, independent contractors and employees, is hereby granted an irrevocable license to enter upon and across property contained in the Subdivision at any time for the purposes of inspection, repairing, maintaining, removing, installing, re-installing drains and other improvements which are the subject of a certain Agreement, dated the 29<sup>th</sup> day of MAY, 1979, between the Township of Northville and Singh Development Company, Ltd., which shall be adopted by the Association and is incorporated herein by this reference.

(3) The Association, and the Owner(s) of each of the Lot(s), their agents, heirs, successors and assigns, shall be jointly and severally liable for all costs and expenses incurred by the Township of Northville, together with reasonable charges for administration, supervision and management,

inspecting, repairing, maintaining, removing, installing, reinstalling and constructing the storm drains, rear yard drains and sump pump discharge lines and other improvements. Said costs, expenses and charges shall be due and owing upon the Township of Northville communicating the same in writing to the last known address of said Association filed with the Township Clerk and to the address of each of the Owner(s) as set forth on the then existing tax roll by first class mail, postage prepaid, 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 mail was addressed. The foregoing shall not be the exclusive right or remedy of the Township of Northville, and all rights and remedies of the Township of Northville, and all rights and remedies otherwise provided to the Township of Northville by statute, ordinance, agreement or other provisions of this Declaration shall be available to the Township of Northville.

#### ARTICLE VIII

##### BINDING EFFECT

(1) Effective Date: Developer hereby declares that it intends to develop the Property in accordance with the proposed plat recorded herewith. To that end, upon execution of this Declaration, all of the terms, provisions and conditions of this Declaration shall take effect and shall immediately bind said Property.

(2) Binding Effect and Amendment: The covenants, restrictions and agreements of this Declaration shall run with and be binding upon the real property and each Lot and may be amended or modified by Developer at any time and from time to time prior to the sale of the first Lot of the subdivision

effective upon recording the same with the Register of Deeds, Wayne County, Michigan. Any such amendments or modification shall also be covenants, restrictions and agreements which shall run with the land and be binding upon the real property and each Lot. This Declaration shall continue for a term of twenty (20) years from the date it is recorded, after which time it shall automatically be extended for successive periods of ten (10) years, unless then terminated by instrument executed by not less than seventy-five (75%) percent of the Lot Owners and the Developer, in the event the Developer then continues to own any Lots. This Declaration may be amended after the sale of the first Lot in the subdivision during the first twenty (20) year period only by instrument executed by not less than ninety (90%) percent of the Lot Owners and thereafter by instrument signed by not less than seventy-five (75%) percent of the Lot Owners and by Developer in the event Developer continues to own any Lots and in the event any amendment affects in any way the retention pond and/or common areas, if any, such amendment shall not be effective unless the prior written consent of the Township of Northville, Michigan is first obtained.

(3) Notices: Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, to the last known address of the person who appears as the Member or Owner on the records of the Association at the time of mailing.

(4) Enforcement: Enforcement of these covenants, agreements and restrictions shall be by any proceeding at law and/or in equity against any person or persons in violation thereof or who attempt to violate any of the covenants, agreements or restrictions, either to restrain violation hereof or

to recover damages, or both, and against the land to enforce any lien created hereunder. Any failure by the Association of any Owner or Developer to enforce any of the covenants, agreements or restrictions contained herein shall not be deemed to be a waiver thereof or a waiver of any right to enforce the same hereunder.

(5) Severability: Invalidation of any one or more of these covenants, agreements or restrictions by judgment or court order shall not in any way affect the validity or enforcement of any other provisions herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Declaration this 23 day of August, 1979.

IN THE PRESENCE OF

SINGH DEVELOPMENT COMPANY, LTD.,  
a Michigan limited partnership

*Jeet S. Grewal*  
Jeet S. Grewal

By: *Gurmale S. Grewal*  
Gurmale S. Grewal, President of Singh Construction Company, a Michigan corporation, General Partner

*James E. Neighbors*  
James E. Neighbors

STANDARD FEDERAL SAVINGS & LOAN ASSOCIATION, a federal association, who joins in this Declaration as the construction lender for the project, and not as a grantor herein.

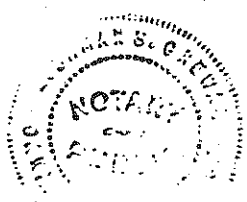
Witnesses, as to Standard Federal Savings and Loan Association only

*Denise A. Rybicki*  
Denise A. Rybicki  
*Lorrene M. Mantooth*  
Lorrene M. Mantooth

By: *Gordon W. Garlick* VICE PRESIDENT  
By: *John R. Behr* ASSISTANT VICE PRESIDENT

STATE OF MICHIGAN)  
COUNTY OF WAYNE ) SS.

Subscribed and sworn to before me this 23 day of August, 1979, by Gurmale S. Grewal, President of Singh Construction Company, a Michigan corporation, General Partner, on behalf of Singh Development Company, Ltd., a Michigan limited partnership.



*Lushman S. Grewal*  
Notary Public, Wayne County, Michigan  
My Commission Expires: 7-26-1982

LUSHMAN S. GREWAL  
Notary Public, Wayne County, Michigan  
My Commission Expires July 26, 1982

STATE OF MICHIGAN)  
COUNTY OF ~~WAYNE~~ ) SS.  
OAKLAND

Subscribed and sworn to before me this 23rd day of August,  
1979, by Gordon W. Garlick ~~VICE PRESIDENT~~ on behalf of Standard Federal  
Savings & Loan Association, a federal association.

Lorrene M. Mantooth  
Notary Public, ~~Wayne~~ County, Michigan  
My Commission Expires: 4/16/80  
\*Oakland  
Lorrene M. Mantooth

STATE OF MICHIGAN)  
COUNTY OF ~~WAYNE~~ ) SS.  
OAKLAND

Subscribed and sworn to before me this 23rd day of August,  
1979, by John R. Behr ~~ASSISTANT VICE PRESIDENT~~ on behalf of Standard Federal  
Savings & Loan Association, a federal association.

Lorrene M. Mantooth  
Notary Public, ~~Wayne~~ County, Michigan  
My Commission Expires: 4/16/80  
\*Oakland  
Lorrene M. Mantooth

This document was drafted by  
and after recording return to:

Lawrence A. Kilgore, Esq.  
Evans & Luptak  
2500 Buhl Building  
Detroit, Michigan 48226



## EXHIBIT "A"

LEGAL DESCRIPTION

A parcel of land situated in the NE 1/4 of Section 2, T. 1S., R. 8E., Township of Northville, Wayne County, Michigan, and being more particularly described as follows: Commencing at the NE corner of said Section 2; thence S87°10'27" W, 220.19 ft., along the North line of said Section 2 and the centerline of Base Line, (Eight Mile Road); thence S2°48'33"E, 60.00 ft., to the South line of said Base Line, and the point of beginning; thence S2°48'33"E, 358.78 ft.; thence N87°28'17"E, 219.60 ft.; thence S2°46'09"E, 395.19 ft.; thence S87°15'07"W, 219.50 ft.; thence N57°12'44"W, 41.79 ft.; thence N6°55'40"W, 125.00 ft.; thence N87°31'00"W, 25.34 ft.; thence S6°55'40"E, 214.07 ft.; thence S37°32'07"W, 63.00 ft.; thence S2°44'53"E, 151.00 ft.; thence N87°00'07"E, 312.97 ft.; thence S2°47'10"E, 1524.89 ft.; thence N89°00'01"W, 799.25 ft.; thence N0°00'00"W, 2206.67 ft., along the Easterly line of "Highland Lakes Subdivision No. 3", as recorded in Liber 98, pages 92 and 93 of Wayne County Records, and also along the Easterly line of "Highland Lakes Subdivision No. 1", as recorded in Liber 94, Pages 91 and 92 of Wayne County Records; thence N87°10'27"E, 200.00 ft.; thence N3°13'33"W, 280.00 ft., to the South line of said Base Line; thence N87°10'27"E, 397.68 ft., along the South line of said Base Line, to the point of beginning. Containing 41.592 Acres more or less. This plat contains 65 lots numbered 1 to 65 both inclusive, and 2 private parks.

5570

QUAIL RIDGE SUBDIVISION

AMENDMENTS TO BY-LAWS

THE AMENDMENTS TO THE QUAIL RIDGE SUBDIVISION BY-LAWS set forth herein are hereby adopted by the membership of the Quail Ridge Subdivision, as provided for in the Quail Ridge Subdivision By-Laws and the Quail Ridge Subdivision Declaration of Covenants, Agreements and Restrictions:

Article V, Section 5.3:

The presence of members or proxies entitled to cast 30% of all the votes shall constitute a quorum.

5416

QUAIL RIDGE SUBDIVISION

AMENDMENTS TO DECLARATION OF COVENANTS,  
AGREEMENTS AND RESTRICTIONS

THE AMENDMENTS TO THE QUAIL RIDGE SUBDIVISION

DECLARATION OF COVENANTS, AGREEMENTS AND RESTRICTIONS set forth herein are hereby adopted by the membership of the Quail Ridge Subdivision, as provided for in the Quail Ridge Subdivision Declaration of Covenants, Agreements and Restrictions and the Quail Ridge Subdivision By-Laws:

Article VI, Section 6 is amended as follows:

Antenna: Only one television antennae shall be constructed or erected upon the exterior of any dwelling unit or structure on any lot. The construction, installation and/or erection of satellite video discs, dishes or other video reception equipment of like nature upon the exterior of any dwelling unit or structure or upon any lot is prohibited.

Article VI, Section 13:

Above ground swimming pools: The construction, installation and/or erection upon any lot of swimming pools situated in whole or part above natural ground level is prohibited.

ADDENDUM TO THE DECLARATION OF COVENANTS, AGREEMENTS AND RESTRICTIONS FOR THE "QUAIL RIDGE HOMEOWNERS ASSOCIATION".

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 Quail Ridge Subdivision, the undersigned Declare and 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, 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. The following condition will now be added under:

ARTICLE VI  
USE AND OCCUPANCY RESTRICTIONS AND COVENANTS

Now to Include:

(13) Fences:

a. No fence, wall, structure or solid hedge may be erected, grown, or maintained in front of or along the front building line of any lot; however, that low, non enclosing ornamental fencing may be erected along the front lot line in architectural harmony with the design of the house once the design is presented and approved by the board. The side lot line of each corner lot 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 is herein before provided for front building lines.

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

BERNARD J. YOUNG  
REGISTER OF DEEDS  
WAYNE COUNTY MI

2004 APR 23 1P 1:46

15. Michael Singleton  
Michael Singleton

16. \_\_\_\_\_

17. \_\_\_\_\_

18. \_\_\_\_\_

19. \_\_\_\_\_

20. Leslie C. Bazini  
Leslie C. Bazini

21. Michael Mott  
Michael Mott

22. Susan D. Murphy  
Susan D. Murphy

23. Denise M. Johnson  
Denise M. Johnson

24. Ann Schmidt Marty Schmidt  
Ann Schmidt Marty Schmidt

25. Robert Travis Roni Travis  
Robert Travis Roni Travis

26. Eric Lee  
Eric Lee

27. William H. Rice  
William H. Rice

Donna E. Rice  
Donna E. Rice

28. \_\_\_\_\_

29. Peter B. Haag  
Peter B. Haag

Deborah Brown  
Deborah Brown

45. Ann Marie Macey  
Ann Marie Macey

46. \_\_\_\_\_

47. Gail L. Yaris David M. Yaris  
Gail L. Yaris David M. Yaris

48. Douglas C. McClintock Janet McClintock  
Douglas C. McClintock Janet McClintock

49. \_\_\_\_\_

50. \_\_\_\_\_

51. \_\_\_\_\_

52. Zenora Woloszyn  
Zenora Woloszyn

53. Sharon Kanya  
Sharon Kanya

54. Lory Testasecca  
Lory Testasecca

55. \_\_\_\_\_

56. Linda Doinidis Nicholas S. Doinidis  
Linda Doinidis Nicholas S. Doinidis

57. \_\_\_\_\_

58. Margaret Sabuda  
Margaret Sabuda

59. Elaine Kluska Kenneth E. Kluska  
Elaine Kluska Kenneth E. Kluska

## EXHIBIT "A"

LEGAL DESCRIPTION

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QUAIL RIDGE SUBDIVISION  
DECLARATION  
OF  
COVENANTS, AGREEMENTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, AGREEMENTS AND RESTRICTIONS, made and declared this 23 day of AUGUST, 1979, by SINGH DEVELOPMENT COMPANY, LTD., a Michigan limited partnership, hereinafter sometimes referred to as "Developer", whose address is 310 American Center Building, 27777 Franklin Road, Southfield, Michigan 48034.

WITNESSETH:

That Developer owns certain real property situated in the Township of Northville, Wayne County, Michigan, more particularly described in Exhibit "A" attached hereto and made a part hereof by this reference; and Developer desires to provide for the preservation of certain services for the subdivision community to be developed on said property and for the permanent maintenance of certain common areas and facilities by a Subdivision Association; and Developer further desires to subject the real property to certain covenants, agreements, restrictions, easements, charges and liens for the mutual benefit of the Lots to be subdivided on said real property all as hereinafter set forth, all of which covenants, agreements, restrictions, easements, charges and liens are for the benefit of and shall run with and bind the real property and each owner, their heirs, successors and assigns; and to establish the Association to which shall be delegated and assigned the power and responsibility to maintain and administer the common areas and facilities, and to administer and enforce the covenants, agreements, restrictions, easements, charges and liens as set forth in this Declaration and to collect and disburse the assessments and charges hereinafter set forth;

RECORDED SEP 27 1979 <sup>924</sup> 11 11 11  
FOREST E. YOUNGBLOOD, Register of Deeds  
WAYNE COUNTY, MICHIGAN 48226



(5) "Lot" shall mean any Lot or proposed Lot shown on the Plat or proposed Plat by the Developer which is restricted to residential purposes for the construction thereon of a single-family dwelling unit and shall include such dwelling when built.

(6) "Owner" shall mean the record Owner, whether one or more persons or entities, of the fee simple title to any Lot or Lots and/or the land contract vendee(s) for any such Lot or Lots. The term "Owner" shall not include any mortgagee(s) unless and until such mortgagee(s) shall have acquired fee simple title to such Lot(s) by foreclosure or other proceeding or conveyance thereof in lieu of foreclosure and shall not include any interest in a Lot(s) held as security for the performance of any obligation. In the event more than one person or entity owns an interest in the fee simple title to any Lot, or has an interest as a land contract vendee, the interests of all such persons collectively shall be that of one Owner.

(7) "Member" shall mean all of those Owners who are members of the Association as hereinafter provided.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

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

## ARTICLE III

QUAIL RIDGE HOMEOWNERS' ASSOCIATION

(1) Organization: Developer hereby covenants that it shall, within six months of the date of this Declaration, organize a non-profit corporation under the laws of the State of Michigan which shall be known as the Quail Ridge Homeowners' Association. The Association and its Members shall have those rights and shall be subject to those duties as are described in this Declaration, and those rights and duties as may be contained or conferred by the Articles of Incorporation, the Bylaws of the Association or the Laws of the State of Michigan.

(2) Articles, Bylaws: The Association shall be organized, governed, and operated according to its Articles of Incorporation and its Bylaws, which shall be consistent with the provisions and purposes of this Declaration, and which shall contain those provisions as may be required by this Declaration and as are permitted by the laws of the State of Michigan.

(3) Meetings, Notices and Quorum: Meetings of the membership and the Board of Directors shall be held annually for the purpose of the election of Directors, at such places and times as may be provided in the Bylaws, and for such other purposes and at such other places and times as may be specified by written notice. Written notice of any membership meeting called for any purpose hereunder shall be sent to all Members at least fifteen (15) days in advance of such meeting and shall set forth the purpose thereof. At the first meeting of the Association, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each of the outstanding

Class A and Class B Memberships shall constitute a quorum. In the event the required quorum is not present at such meeting, another meeting may be called, upon notice as set forth herein and the required quorum at such subsequent meeting shall be fifty percent (50%) of the required quorum at the preceding meeting.

(4) Membership: Every Owner of each Lot(s) shall be a "Member" of the Association immediately upon becoming an Owner and each membership shall be appurtenant to and may not be separated from ownership of any lot.

(5) Directors: The management, business, and affairs of the Association, the direction of its work and the control of its property shall be vested in a Board of Directors consisting of five (5) members, at least one of whom shall be appointed by the Developer; provided, however, that Developer may at any time waive and release its right to appoint said director by written notice to the Association, and said directorship shall thereafter be filled as provided in Paragraph (3) of this Article III in the manner provided in the Bylaws. Promptly after the organization of the Association as provided in Paragraph 1 of this Article III, Developer shall appoint the First Board of Directors, which Board shall serve until the first annual membership meeting; thereafter, the Board of Directors, except such member as is appointed by the Developer, shall be elected and re-elected in the manner provided in the Bylaws.

(6) Voting Rights: The Association shall have two classes of membership, which shall be as follows:

(6)(a) Class A Membership shall consist of all Owners other than Developer and each Class A Membership

shall be entitled to one (1) vote for each Lot owned. When more than one person or entity holds an interest in any Lot (multiple ownership), all such persons shall be Members, but in no event shall there be more than one vote cast with respect to any such Lot and when more than one person or entity holds an interest in such Lot, such vote shall be exercised as they may, among themselves, agree and they shall so notify the Association in writing prior to any vote. In the event of multiple ownership and such Owners fail or refuse to notify the Association within thirty (30) days of the date set for the meeting, then and in such event the Owner whose name first appears on record title or on the land contract shall be deemed as the Member authorized to vote on behalf of all the multiple Owners and any vote cast in person or by proxy or the failure of said Owner to vote shall be conclusively binding on all such multiple Owners.

(6)(b) Class B Membership shall consist of Developer and those owners described in Paragraph Ten (10) of Article V. Class B Members shall be entitled to three (3) votes for each Lot owned. Class B Membership shall terminate and be converted to and become Class A Membership when seventy-five (75%) percent of all lots in the Subdivision are sold or conveyed to an Owner other than a Class B Member and such Owner becomes a Member.

(7) Voting: Except as otherwise provided in this Declaration or the Articles of Incorporation of the Association, on all matters requiring

the vote or consent of the membership of the Association, such action shall be authorized and may be taken upon the affirmative vote of the holders of a majority of the Class A Members present in person or by proxy at a duly called meeting of the Association at which a quorum is present, or upon the written consent without a meeting of the holders of a majority of the outstanding Class A Members entitled to vote.

#### ARTICLE IV

#### EASEMENTS, PROPERTY RIGHTS AND ASSOCIATION PURPOSE

(1) Members' Easements: Every Member shall have a non-exclusive right and easement to use the Common Areas for the intended purposes of such Common Areas, if any, so designated on the proposed plat, and such easement shall be appurtenant to and shall pass with title to every Lot.

(2) Title: Developer hereby covenants that it shall convey to the Association the Common Areas lying within the Property as designated on the proposed plat of subdivision recorded herewith, free and clear of all liens and encumbrances, except easements and rights-of-way of record, and subject to the provisions of this Declaration; provided, however, that Developer may retain legal title to the Common Areas until such time as seventy-five percent (75%) of the lots have been sold and conveyed by the Developer, and the Owners thereof have become members of the Association, or until such time as Developer may be required to dedicate any of the Common Areas, if any, to the public use; provided further, that nothing herein shall prevent Developer from earlier conveying title to such Common Areas to the Association.

(3) Association Rights: The Association, if the Association is then the Owner of the common areas, shall have the right to dedicate or transfer

all or any part of the Common Areas, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Members; provided, however, that any dedication, transfer or determination as to the conditions thereof shall be effective only upon execution of an instrument signed by the holders of two-thirds (2/3) of each class of all outstanding Class A and Class B Memberships and which is recorded and confirms or approves such dedication, transfer or determination; and further provided, however, that any dedication, transfer or determination as to the conditions thereof shall be effective only upon the prior consent thereto received from the Township of Northville, Wayne County, Michigan. Anything contained herein to the contrary notwithstanding, Developer shall have the exclusive right to dedicate or transfer all or any part of the Common Areas to the public use, or to grant public or private easements or rights-of-way to public or private utilities or governmental bodies in, over or upon the Common Areas, if any, prior to conveyance to the Association and the Association shall receive the same subject thereto.

(4) Access Easement: The Association and the Township of Northville, their authorized agents, officers and representatives shall have a perpetual easement for reasonable access to the Common Areas, and storm water drainage system, if any, at all reasonable times for purposes of inspection, maintenance, repair, operation and improvement thereof. Entry by the Township shall not constitute a dedication to the Township nor an acceptance of title by the Township. The Township of Northville does not by its exercise of any right herein provided or by its undertaking of any act or obligation in relation to the Common Areas and storm water drainage system, constitute directly or indirectly the Homeowners Association or Lot Owners as the agents or beneficiaries of the Township of Northville, and shall in any event retain its full

governmental immunity. Any act, right or obligation of the Township, either specifically or by implication, arising from or occurring as a result of this Declaration shall be done or omitted by the Township in its sole and exclusive discretion. In no event shall the Township be liable in damages, by specific performance or otherwise to the Homeowners Association, or any Lot Owner or Owners, by reason of or from any matter in connection with this Declaration.

(5) Association Purposes: The Association shall have the duty and responsibility to maintain, operate and repair the Common Areas and the storm water drainage system for the benefit of the subdivision and the Members by whatever means may be necessary to assure the proper operation of the storm water drainage system and other common areas in the manner and for the purposes for which they were intended.

#### ARTICLE V

##### MAINTENANCE ASSESSMENT COVENANT

(1) Lien and Personal Obligation for Assessments: Developer, for and on behalf of each and every Lot within the real property, does hereby covenant and agree and each owner of any Lot by acceptance of a deed therefor whether or not it shall be set forth therein, is deemed to covenant and agree to pay to the Association when due: (a) all regular assessments or charges of the Association, (b) special assessments, if any, for capital improvements to be established and collected as hereinafter set forth, and (c) all other assessments for taxes, levies, assessments or other charges lawfully imposed or charged to the Association or the Common Areas; and each Owner does covenant, agree and accept all of the terms, conditions, covenants and agreements hereof in accordance herewith.

(2) Purpose: The purpose of the assessments levied by the Association shall be for the repair, maintenance, operation, management and improvement of the Common Areas, if any, including but not limited to the payment of all taxes and insurance thereon, the repair and replacement thereof, the operation thereof, additions thereto and improvements thereon, the preservation of the grades in the common areas, cutting of weeds, grass or other plant matter, elimination of insects and animals, cleaning of the common areas, removal of suet or debris from the storm water drain lines, the maintenance and repair of all dams and drain lines, and for the cost of labor, equipment, materials, management and supervision for and in connection thereof and of the Association. Notwithstanding anything contained herein to the contrary, in the event the Association fails or refuses to provide the necessary repairs, maintenance, operation, management and improvement of the Common Areas, if any, then and in such event the Township of Northville, its successors and assigns, shall have the right to cause such work to be performed and to assess all costs for the same under and pursuant to this Declaration and each Owner of such Lot consents to such assessments and agrees that such assessment shall be payable on demand to the Township of Northville. In addition to other methods of collection, the Township of Northville shall have the right to place such assessment on the municipal tax rolls of the assessed property.

(3) Regular Assessment: Each member of the Association, except the Developer and those Owners described in Paragraph Ten (10) of this Article V shall remit annual nonrefundable payments of regular assessments to the Association in the amount of Thirty Five Dollars (\$35.00) each for each Lot owned by such member, adjusted and payable as follows:



(3)(a) The first regular assessment for each Lot shall be due and payable upon the closing of the purchase of the dwelling unit by the Owner of the Lot in an amount which bears the same proportion to the regular assessment as the remaining number of days in the then current assessment period bears to the total number of days in such assessment period; provided, however, that the first regular assessment shall be the next regular assessment date if the assessment for the then current assessment period has been paid in full.

(3)(b) Regular assessments for each assessment period shall be due and payable in advance on the first day of April of each year thereafter.

(3)(c) Promptly at the end of each fiscal year of the Association, the Board of Directors shall adjust the regular assessment next due for each lot to reflect the proportionate share of each lot for any and all costs, expenses or obligations incurred by the Association in the then ending fiscal year over assessments received or receivable, and each Owner shall pay the regular assessment next due as adjusted.

(3)(d) The Board of Directors, in its discretion, may establish an installment program for the payment of any regular, special or deficit assessment and may charge interest in connection therewith.

(4) Capital Improvement Special Assessment: In addition to the regular assessments provided for herein, the Association may levy a special

assessment by resolution for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement to the Common Areas, if any; provided, however, that any such special assessment shall be first approved by 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 this purpose. Such special assessment shall be due and payable according to the terms and conditions and in the manner specified in the Resolution of the Association.

(5) Uniform Assessment Rate: All regular, special and deficit assessments shall be fixed and established at the same rate for all Lots within the subdivision.

(6) Board of Directors' Duties: Subject to the foregoing provisions, the Board of Directors of the Association shall fix the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall prepare a roster of the Lots and the assessments applicable thereto to be maintained in the office of the Association and which shall be open to inspection by any Owner at all reasonable times. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. In addition, the Association shall, upon reasonable demand and without charge, furnish to any Owner liable for such assessment(s) a certificate in writing signed by an officer or director of the Association, which states whether such assessment(s) have been paid and the amounts, if any, which remain due and unpaid.

(7) Effect of Non-Payment of Assessments; Personal Obligation of the Owner and Liens and Remedies of the Association: The Township of

Northville, the Homeowner's Association, and each Owner shall be beneficiaries of the obligation to pay regular and special assessments. In the event any assessment is not paid on the due date then such assessment shall become delinquent and a lien therefor shall thereupon arise and shall, together with interest thereon and costs of collection therefor (as hereinafter provided) be and become a continuing lien on such Lot until paid in full, and such lien shall be binding upon the Lot, the Owner thereof and his or her heirs, personal representatives, successors and assigns. Said lien may be enforced by the Homeowner's Association or the Township of Northville. The remedies of the Township of Northville shall in any event be cumulative, and the Township may elect any method authorized by law to collect funds expended by the Township for the maintenance of any of the Common Areas. Such assessments shall also be a personal obligation and debt of the Owner(s) and shall be binding upon such Owner(s) to pay such assessments and remain the personal obligation and debt of such Owner(s) for the statutory period. Any successor or assign in or to title may obtain from the Association a written statement as to any unpaid assessments and charges on such Lot in accordance with Paragraph 6 of this Article and such statement shall be binding upon the Association. In the event the assessment is not paid in full within thirty (30) days after delinquency, the assessment shall bear interest from the date of delinquency at the rate of nine percent (9%) per annum and the Association may bring an action at law against the Owner(s) personally obligated to pay the same or foreclose the lien against the Lot, and there shall be added to the amount of such assessment(s) and interest, the costs of preparing and filing the complaint in such action and/or in

connection with foreclosure and, in the event a judgment is obtained, the judgment shall include interest on the assessment as above provided and reasonable attorneys' fees together with all costs and expenses of the action.

(8) Survival of Lien. A sale or transfer of any Lot shall not, under any circumstances, relieve such Lot or the Owner(s) from liability for any assessments, interest or charges which have become due or from any lien therefor. The sale or transfer of any Lot in connection with a mortgage foreclosure proceeding or any proceeding in lieu thereof, shall not extinguish the lien of the assessments, interest and charges as to assessments, interest and charges due prior to such sale or transfer, and in no event shall the prior Owner thereof be relieved of any liability whatsoever for such obligation and

(9) Exemptions and Modification of Assessments:

(9)(a) The Common Areas, if any, shall be exempt from any assessments, special assessments or deficiency assessments and from and against any liens or encumbrances therefor.

(9)(b) All Lots owned by Developer shall be exempt from all regular assessments, special assessments and deficiency assessments. Upon conveyance of any Lot by Developer to a Class A Member, this exemption for each such Lot shall thereupon cease and such Lot shall then be liable for the prorated balance of that year's established annual assessment and special assessment, if any; provided, however, that any Lots owned by Developer shall not be exempt from assessments

by the Township of Northville for real property taxes and other charges.

(9)(c) The initial cost of development of the Common Areas, if any, shall be borne and paid for by Developer.

(10) Builders: Notwithstanding anything contained in this Declaration to the contrary, builders, developers and real estate companies who own or hold any Lot(s) for resale to customers in the ordinary course of business shall not be liable for the payment of any regular or special assessments imposed by the terms of this Article V; provided, however, that the exemption established by this Paragraph Ten (10) shall cease and terminate as to any Lot upon which construction has not commenced within two years from the date of this Declaration.

(11) Property Taxes and Assessments: Nothing contained in this Declaration shall in any way change, modify or relieve any Owner of any Lot(s) or Property within the Subdivision from their obligation to pay all of the lawful taxes and assessments as may be levied or assessed against said Lot(s) or Property by the Township of Northville, the County of Wayne, or the State of Michigan, and the obligations to pay all of said taxes and assessments shall remain fully enforceable as provided by law.

## ARTICLE VI

### USE AND OCCUPANCY RESTRICTIONS AND COVENANTS

(1) Land and Building Use Restrictions: Every Lot shall be restricted for use only as a one-family residential dwelling unit or model home for such purpose and all dwellings erected, altered, placed or permitted on any Lot shall be limited to twenty-five (25) feet in height or not in excess of two and one-half (2-1/2) stories, whichever is greater. A private garage or carport of a size which shall permit no more than three (3) automobiles may be erected on each Lot as a detached unit or attached to the dwelling unit.

(2) Dwelling Unit Size: The main structure of any dwelling unit erected, altered, placed or permitted on any Lot shall contain a total floor area of not less than one thousand three hundred fifty (1,350) square feet. Garages, steps, carports, open and/or closed porches, breezeways, arcades or similar facilities shall not be considered in computing such floor area whether or not the same is an integral part of or connected to any dwelling; provided, however, that no more than twenty-five percent (25%) of the total lot areas may be covered by any permanent structure.

(3) Building Location: All buildings and structures shall be located on each Lot at least thirty (30) feet from the front Lot line and shall otherwise comply with all height, setback, setback and other building facing and location requirements applicable to single family residential subdivisions as may then be in effect according to the laws, regulations and ordinances of the Township of Northville or its successors or assigns. No building, structure or dwelling unit of any type on any Lot or Lots which border along Eight Mile Road shall have all or any part of its front side facing Eight Mile Road. For the purpose of these set-back and side-yard provisions, eaves, steps and open porches shall not be considered as part of any building or structure.

(4) Lot Sizes: Nothing contained herein shall be construed to prevent any Owner from erecting a single-family residential dwelling unit on a parcel of land in accordance with the size and set-back and side-yard provisions hereof, without reference to the platted common Lot lines; provides, however, that only one single-family residential dwelling unit shall be erected, placed or permitted to remain on any lot or combined contiguous lots, if any, and provided further, that said Owner shall fully comply with all the building, zoning and subdivision requirements of the Township of Northville.

(5) Easements: Easements for construction, installation, modification and maintenance of public utilities, surface drainage facilities and sanitary sewer, storm sewer and water main facilities are reserved as shall be shown on the plat and/or as may otherwise appear of record and as set forth herein and easements are hereby expressly reserved to Developer in, through and across a strip of land along all rear Lot lines and in, through and across a strip of land along all side Lot lines as shall be shown on the plat or as may otherwise appear of record for the purpose of installation and maintenance of telephone and electric lines and conduits, cable television lines, if any, sanitary and storm sewers, water mains, gas lines and for surface drainage facilities. In addition, easements are hereby expressly reserved for use by any public utility service determined to be necessary or advisable by the Developer for the benefit of the subdivision. The use of these easements or any part thereof may be assigned by Developer at any time and from time to time to any person, firm, corporation, governmental agency, municipal authority or department furnishing one or more of the foregoing services and/or facilities, and any such easement herein reserved may be relinquished, waived and terminated, in whole or in part, by the Developer upon filing for record an appropriate instrument of relinquishment. No structure, planting or other material or obstacle shall be placed or permitted to remain within the area reserved herein for such easements which may damage or interfere in any way with the installation and maintenance of such service facilities and utilities, including, without limitation, facilities for underground electrical and telephone distribution systems which may affect, change, obstruct or retard the flow or direction of water in and through drainage channels in such easements, or which may change, obstruct or retard the flow of surface water or

would be detrimental to the property of others and/or change or affect the finished grade of any Lot once established by Developer. The easement area contained in each Lot and all improvements therein shall be maintained in presentable condition continuously by the Lot Owner, other than as to utilities for which a public authority or utility company shall be responsible. The Lot Owner shall be liable for damages to any service facilities and utilities thereon, including damages to electric, gas and telephone distribution lines and facilities therein and drainage ditches now located or hereafter constructed in the subdivision shall not be drained, filled, altered, changed, dammed or widened without the express written consent of Developer and the Board of Directors of the Association.

(6) Antennae: Only one television antennae shall be constructed or erected upon the exterior of any dwelling unit or structure on any Lot.

(7) Temporary Structures and Vehicles: No house trailer, commercial vehicle, bus or truck, boat trailer, boat, camping vehicle, or trailer or motorcycle may be parked on or stored on any Lot in the subdivision unless stored fully enclosed within an attached garage or similar structure, and further, any commercial vehicles, buses and trucks shall not be parked in the subdivision or on any Lot therein, except to make normal deliveries or pickups in the normal course of business. No structure of a temporary character or trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently. (The foregoing restrictions shall not be applicable to any activities by any builders or Developer during any sales and construction periods).

(8) Signs: Signs may be displayed to the public on any Lot only if



one non-illuminated sign is displayed which is not more than six (6) square feet in area and pertains only to the sale or rental of the premises upon which it is maintained, and not more than two non-illuminated signs may be displayed for warning for no trespassing, safety or caution which are not in excess of two (2) square feet in area on each Lot; provided, however, that the foregoing restrictions shall not be applicable to any activities of any builders or Developer during any sales and construction periods.

(9) Nuisances: No noxious or offensive activity shall be carried on upon or in any dwelling Lot or structure nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood; provided, however, any builders or Developer model homes shall not be so restricted until sold.

(10) Livestock and Poultry: No animals, livestock, birds or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats or other common household pets for domestic purposes only and such permitted household pets shall not be bred, kept or maintained for any commercial purposes whatsoever.

(11) Garbage and Refuse: No Lot shall be used or maintained as a dumping ground for rubbish or trash whether occupied or not. Trash, garbage or other waste shall be kept only in closed sanitary containers and all incinerators (if permitted by law only) or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(12) Intersection Sight Distance: No fence, wall, structure, planting or obstruction shall be erected, established or maintained on any corner Lot

within a triangular area formed by the street lines and a connection line which is at a point twenty-five (25) feet from the intersection of such street lines which shall have a height that is more than two (2) feet; provided, however, shade trees with wide branches which are at least eight (8) feet above ground shall be permitted within such areas.

## ARTICLE VII

### EROSION AND STORM WATER DRAINAGE

(1) The Association, for the benefit of itself, the Owners, and the Township of Northville, shall repair and maintain the storm water drainage system within QUAIL RIDGE SUBDIVISION in order to insure the proper drainage of storm water into the storm drainage system and to insure that none of the property shall suffer damaging erosion.

(2) The Township of Northville, its successors, assigns, agents, independent contractors and employees, is hereby granted an irrevocable license to enter upon and across property contained in the Subdivision at any time for the purposes of inspection, repairing, maintaining, removing, installing, re-installing drains and other improvements which are the subject of a certain Agreement, dated the 29<sup>th</sup> day of MAY, 1979, between the Township of Northville and Singh Development Company, Ltd., which shall be adopted by the Association and is incorporated herein by this reference.

(3) The Association, and the Owner(s) of each of the Lot(s), their agents, heirs, successors and assigns, shall be jointly and severally liable for all costs and expenses incurred by the Township of Northville, together with reasonable charges for administration, supervision and management,

inspecting, repairing, maintaining, removing, installing, reinstalling and constructing the storm drains, rear yard drains and sump pump discharge lines and other improvements. Said costs, expenses and charges shall be due and owing upon the Township of Northville communicating the same in writing to the last known address of said Association filed with the Township Clerk and to the address of each of the Owner(s) as set forth on the then existing tax roll by first class mail, postage prepaid, 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 mail was addressed. The foregoing shall not be the exclusive right or remedy of the Township of Northville, and all rights and remedies of the Township of Northville, and all rights and remedies otherwise provided to the Township of Northville by statute, ordinance, agreement or other provisions of this Declaration shall be available to the Township of Northville.

#### ARTICLE VIII

##### BINDING EFFECT

(1) Effective Date: Developer hereby declares that it intends to develop the Property in accordance with the proposed plat recorded herewith. To that end, upon execution of this Declaration, all of the terms, provisions and conditions of this Declaration shall take effect and shall immediately bind said Property.

(2) Binding Effect and Amendment: The covenants, restrictions and agreements of this Declaration shall run with and be binding upon the real property and each Lot and may be amended or modified by Developer at any time and from time to time prior to the sale of the first Lot of the subdivision

effective upon recording the same with the Register of Deeds, Wayne County, Michigan. Any such amendments or modification shall also be covenants, restrictions and agreements which shall run with the land and be binding upon the real property and each Lot. This Declaration shall continue for a term of twenty (20) years from the date it is recorded, after which time it shall automatically be extended for successive periods of ten (10) years, unless then terminated by instrument executed by not less than seventy-five (75%) percent of the Lot Owners and the Developer, in the event the Developer then continues to own any Lots. This Declaration may be amended after the sale of the first Lot in the subdivision during the first twenty (20) year period only by instrument executed by not less than ninety (90%) percent of the Lot Owners and thereafter by instrument signed by not less than seventy-five (75%) percent of the Lot Owners and by Developer in the event Developer continues to own any Lots and in the event any amendment affects in any way the retention pond and/or common areas, if any, such amendment shall not be effective unless the prior written consent of the Township of Northville, Michigan is first obtained.

(3) Notices: Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, to the last known address of the person who appears as the Member or Owner on the records of the Association at the time of mailing.

(4) Enforcement: Enforcement of these covenants, agreements and restrictions shall be by any proceeding at law and/or in equity against any person or persons in violation thereof or who attempt to violate any of the covenants, agreements or restrictions, either to restrain violation hereof or

to recover damages, or both, and against the land to enforce any lien created hereunder. Any failure by the Association of any Owner or Developer to enforce any of the covenants, agreements or restrictions contained herein shall not be deemed to be a waiver thereof or a waiver of any right to enforce the same hereunder.

(5) Severability: Invalidation of any one or more of these covenants; agreements or restrictions by judgment or court order shall not in any way affect the validity or enforcement of any other provisions herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Declaration this 23 day of August, 1979.

IN THE PRESENCE OF

SINGH DEVELOPMENT COMPANY, LTD.,  
a Michigan limited partnership

[Signature]  
Jeet S. Grewal

By: [Signature]  
Gurmale S. Grewal, President of Singh Construction Company, a Michigan corporation, General Partner

[Signature]  
James E. Neighbors

STANDARD FEDERAL SAVINGS & LOAN ASSOCIATION, a federal association, who joins in this Declaration as the construction lender for the project, and not as a grantor herein.

Witnesses, as to Standard Federal Savings and Loan Association only

[Signature]  
Denise A. Rybicki

By: [Signature]  
Gordon W. Garlick, VICE PRESIDENT

[Signature]  
Lorraine M. Mantooth

By: [Signature]  
John R. Behr, ASSISTANT VICE PRESIDENT

STATE OF MICHIGAN)  
COUNTY OF WAYNE ) SS.

Subscribed and sworn to before me this 23 day of August, 1979, by Gurmale S. Grewal, President of Singh Construction Company, a Michigan corporation, General Partner, on behalf of Singh Development Company, Ltd., a Michigan limited partnership.



[Signature]  
Notary Public, Wayne County, Michigan  
My Commission Expires: 7-26-1982

LUSHMAN S. GREWAL  
Notary Public, Wayne County, Mich.  
My Commission Expires July 26, 1982

STATE OF MICHIGAN)  
COUNTY OF ~~WAYNE~~ ) SS.  
OAKLAND

Subscribed and sworn to before me this 2nd day of August  
1979, by Gordon W. Garlick ~~was President~~ on behalf of Standard Federal  
Savings & Loan Association, a federal association.

*Lorrene M. Mantooth*  
Notary Public, ~~Wayne~~ County, Michigan  
My Commission Expires: 4/16/80  
\*Oakland  
Lorrene M. Mantooth

STATE OF MICHIGAN)  
COUNTY OF ~~WAYNE~~ ) SS.  
OAKLAND

Subscribed and sworn to before me this 2nd day of August  
1979, by John R. Behr ~~Assistant Vice President~~ on behalf of Standard Federal  
Savings & Loan Association, a federal association.

*Lorrene M. Mantooth*  
Notary Public, ~~Wayne~~ County, Michigan  
My Commission Expires: 4/16/80  
\*Oakland  
Lorrene M. Mantooth

This document was drafted by  
and after recording return to:

Lawrence A. Kilgore, Esq.  
Evans & Luptak  
2500 Buhl Building  
Detroit, Michigan 48226

## EXHIBIT "A"

LEGAL DESCRIPTION

A parcel of land situated in the NE 1/4 of Section 2, T. 1S., R. 8E., Township of Northville, Wayne County, Michigan, and being more particularly described as follows: Commencing at the NE corner of said Section 2; thence S87°10'27" W, 220.19 ft., along the North line of said Section 2 and the centerline of Base Line, (Eight Mile Road); thence S2°48'33"E, 60.00 ft., to the South line of said Base Line, and the point of beginning; thence S2°48'33"E, 358.78 ft.; thence N87°28'17"E, 219.60 ft.; thence S2°46'09"E, 395.19 ft.; thence S87°15'07"W, 219.50 ft.; thence N57°12'44"W, 41.79 ft.; thence N6°55'40"W, 125.00 ft.; thence N87°31'00"W, 25.34 ft.; thence S6°55'40"E, 214.07 ft.; thence S37°32'07"W, 63.00 ft.; thence S2°44'53"E, 151.00 ft.; thence N87°00'07"E, 312.97 ft.; thence S2°47'10"E, 1524.89 ft.; thence N89°00'01"W, 799.25 ft.; thence N0°11'32"W, 2206.67 ft., along the Easterly line of "Highland Lakes Subdivision No. 3", as recorded in Liber 98, pages 92 and 93 of Wayne County Records, and also along the Easterly line of "Highland Lakes Subdivision No. 1", as recorded in Liber 94, Pages 91 and 92 of Wayne County Records; thence N87°10'27"E, 200.00 ft.; thence N3°13'33"W, 280.00 ft., to the South line of said Base Line; thence N67°10'27"E, 397.68 ft., along the South line of said Base Line, to the point of beginning. Containing 41.592 Acres more or less. This plat contains 65 lots numbered 1 to 65 both inclusive, and 2 private parks.