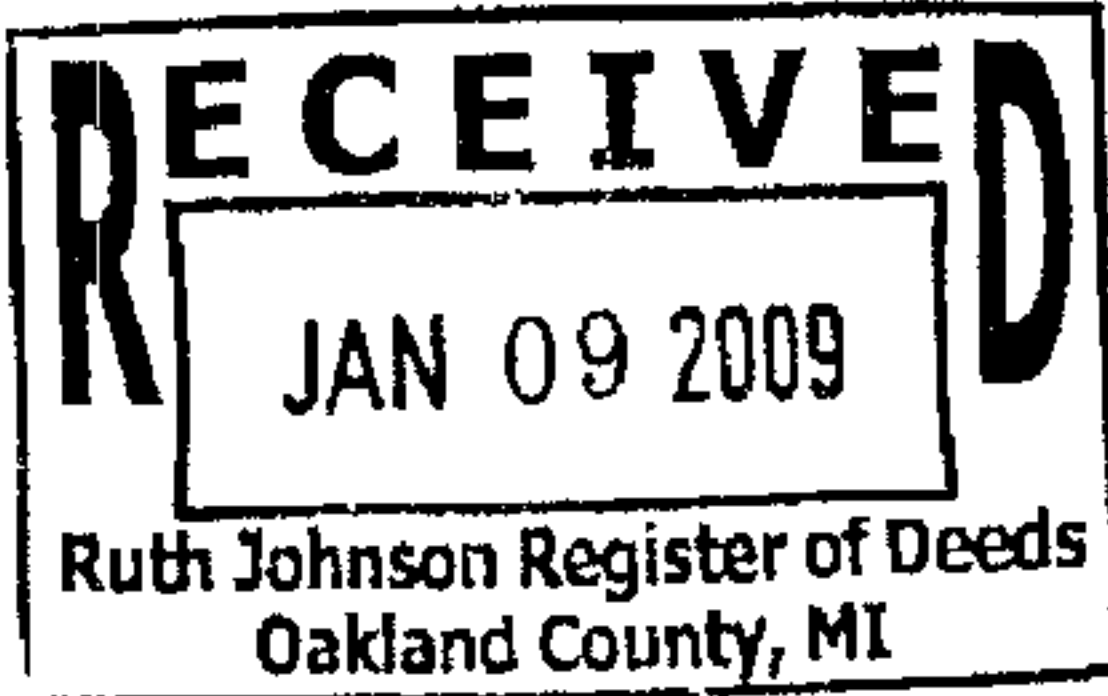


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LIBER 40812 PAGE 705  
\$31.00 MISC RECORDING  
\$4.00 REINUMENTATION  
01/09/2009 04:02:20 P.M. RECEIPT# 2043  
PAID RECORDED - OAKLAND COUNTY  
RUTH JOHNSON, CLERK/REGISTER OF DEEDS



ASSOCIATION-APPROVED REVISIONS TO  
DECLARATION OF BUILDING RESTRICTIONS FOR  
NORTH HILLS ESTATES SUBDIVISION, CITY  
OF NOVI, OAKLAND COUNTY, MICHIGAN

As duly approved by members of the North Hills Estates Association on November 24, 2008, the declaration made the 31<sup>st</sup> day of December, 1973, by FRED E. GREENSPAN COMPANY, a registered Michigan Co-Partnership, located at 15544 Northville Forest Drive, Plymouth, Michigan hereinafter referred to as the "Grantor" or the "Developer" is revised.

It is the intention of the Grantor herein to subject lots numbered 1 through 202, both inclusive, of North Hills Estates Subdivision, of part of the North one-half (1/2) of Section Thirty-Four, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, the plat whereof has been recorded in the office of the Register of Deeds for Oakland County in Liber 138 of Plats, Pages 19, 20, 21, 22, and 23, to the following building and use restrictions, to an end that the subdivision may be developed pursuant to a general plan suitable for a desirable residential community.

NOW, THEREFORE, IT IS HEREBY DECLARED THAT the following restrictions are covenants which shall run with the land and shall be binding on all parties and all persons claiming under Grantor, until December 31, 2003, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless, by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part, to wit:

*138019 22-34-180-000 ENT*

BUILDING RESTRICTIONS - TYPE, HEIGHT, GARAGE

*EP ER*

1. All lots except those areas designated as Bedford Park and Cumberland Park shall be used for residential purposes, to wit:

(a) No building or other structure shall be erected, installed, placed, altered or permitted to remain, on any Lots 1 through 202, both inclusive, other than one detached single-family dwelling not to exceed thirty-five (35') feet in height and two and one-half (2 1/2) stories and a private garage for not more than three (3) vehicles.

(b) Outlot A and Outlot B shall be used for multiple dwelling purposed only, and shall be designated as Lot 203 and Lot 204.

BUILDING RESTRICTIONS - SET BACK LINES

2. No building shall be located on any building site less than thirty (30') feet from the front lot line for all lots covered by these covenants.

Where a rear yard of a corner lot abuts a side yard of an interior lot, a side yard of thirty (30') feet shall be maintained along the side street of the corner lot and no fence or other structure shall be erected, installed, placed or permitted to remain, within said side yard.

Where rear yards back to, and abut, each other or corner lots, a side street set-back of not less than thirty (30') feet shall be provided and maintained, and no fence or other structure shall be erected, installed, placed or permitted to remain within such set-back. Garage location on corner lots shall conform to dwelling set-backs.

*O.K. - 1/11/09*

No building shall be located less than ten (10') feet from any interior side lot line, and the aggregate width of both side yards shall not be less than twenty (20') feet. No building shall be located less than sixteen (16') feet from any other building on the same site. Any garage shall be attached to the dwelling and shall be deemed part of the dwelling for the purposes of these restrictions.

For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building: provided, however, that this shall not be construed to permit any portion of a building, on a lot, to encroach upon another lot.

#### **BUILDING RESTRICTIONS - SQUARE FOOTAGE, CONSTRUCTION MATERIAL**

3. The ground floor areas on the main structure, exclusive of one-story open porches, breezeways and garages, shall be not less than one thousand one hundred (1,100) square feet in the case of a one-story structure, nor less than eight hundred (800) square feet in the case of a one and one-half story structure, nor less than seven hundred (700) square feet on the ground floor, or an aggregate of fourteen hundred (1,400) square feet in the case of a two-story structure, the basic structure can be of brick, stone, or masonry construction, PROVIDED, HOWEVER, THAT this provision shall not be construed so as to prevent or prohibit the installation or use in exterior construction of frame or other materials.

#### **BUILDING PLANS - PLANS, PRIOR APPROVAL**

##### **4. CONSTRUCTION OF BUILDING, STRUCTURE OR OTHER INCLOSURE:**

No building, enclosure or other structure shall be commenced, erected, placed or maintained, or shall any addition to or change or alteration to any structure be made, except interior alterations, until the plans and specifications, height and materials, color scheme, location on lots and approximate cost of such structure and the grading plan of the lots to be built upon shall have been submitted to and approved in writing by the Grantor, and a copy of said plans and specifications as finally approved lodged permanently with the Grantor.

(a) The Grantor shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable in the Grantor's opinion, for aesthetic or other reasons; and is so passing upon such plans, specifications and grading. Grantor shall have the right to take into consideration the suitability of the proposed buildings or other structures to be built to the site upon which it is proposed to erect the same, and the harmony as planned in view of the outlook from the adjacent or neighboring properties.

It is understood and agreed that the purpose of this paragraph is to cause the platted lands to develop into a beautiful harmonious private residence section, and if a disagreement on the points set forth in this paragraph should arise, the decision of the Grantor shall control.

(b) However, in the event that the Grantor shall have failed to approve or disapprove such plans and the locations within thirty (30) days after the same shall have been delivered to the Grantor, then such approval will not be required, provided that the plans and location on the lots to conform to, and are in harmony with, existing structures in the subdivision, the provisions of these Restrictions, and any zoning law applicable thereto.

## FENCES

5. FENCES: LOCATION AND KIND: Fences, guarded walls and similar devices may be constructed or erected only after plans and specifications of such proposed fence, wall or other device shall have first been submitted in writing to the Grantor and approved by it. Fences in the rear or back of the building on all lots shall be ornamental and no more than four (4') feet high. They shall be of metal, wood or other Association approved materials. No fences of any kind shall be installed or erected in front of, or extending beyond, the established front building line of any lot. All fences shall have a minimum thirty (30') feet set-back and no fence shall be constructed beyond the set-back line from any and all streets abutting any lot line, whether front, rear, or side.

## INTERSECTION – SIGHT DISTANCES

6. No hedge or shrub planting which obstructs sight lines at elevations between two (2') and six (6') feet above the roadways or streets shall be placed, planted, or be permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at a point thirty (30') feet from the intersection of the street lines, or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply with respect to any lot within ten (10') feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

## SWIMMING POOLS, ETC.

7. All permanent or semi-permanent swimming or wading pools shall be constructed and installed in the ground, below existing ground level. No free-standing, or other type of permanent or semi-permanent swimming or wading pools may be constructed, installed, placed or maintained on or above existing ground level. The restriction shall not be construed to bar the temporary seasonal use of aluminum, plastic, rubber, or similar type round or oval mobile pools, having a diameter not greater than sixteen (16') feet.

## OUTBUILDINGS, TEMPORARY OR PERMANENT – NOT RESIDENCES

8. No trailer, basement, tent shack, garage, barn, or other outbuilding erected in the subdivision, shall be used at any time for human habitation, whether temporarily or permanently nor shall any structure of a temporary character or nature be used as a residence; PROVIDED, HOWEVER, THAT the provisions hereof shall not be construed or applied so as to prevent the use of a temporary building or structure which is used for storage or other building purposes during the period of the construction or installation of the principal building or structure; AND PROVIDED FURTHER, THAT the provisions hereof shall not be construed or applied so as to prevent the use by Grantor or Developer, its agents or sales representatives of any temporary or permanent dwellings or other structures as a model or models and/or sales office; AND PROVIDED, FURTHER, THAT any said temporary building or temporary structure shall be removed from the particular building site immediately after completion and before a certificate of occupancy is issued, with the sole exception of such as are in use by Grantor or Developer, its agents or sales representatives and which shall be so removed upon the termination of such use.

## PARKING OR STORAGE

9. The outside storage or parking of moving vans, commercial vehicles, boats, automobile trailers, trailer coaches, or campers or camping vehicles, or similar vehicles, whether or not motorized, shall not be permitted, either on the common areas, streets, driveways, or exposed property of lot owners.

## SIGNS

10. No signs or billboard shall be placed, displayed to the public view, or maintained on any lot or building except one sign of not more than five (5) square feet of surface and the top of which shall be three (3') feet or less above the ground, advertising the lot or house and lot for sale or lease; provided, however, such other signs may be erected and maintained on lots as are expressly permitted in writing by the Grantor.

## LIVESTOCK AND POULTRY

11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

## GARBAGE AND REFUSAL DISPOSAL

12. No lot shall be used or maintained as a dumping ground for rubbish or refuse. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

## USE OF PROPERTY

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

## EASEMENTS – UTILITIES

14. Easements and rights of way are hereby reserved as shown on the recorded plat. In addition to the above, easements and rights of way are reserved in and over a strip of land six (6') feet in width along all rear and side lot lines wherever it may be deemed necessary for the installation or maintenance of telephone or electric poles, lines or conduits or sewer, gas lines or water mains, for drainage purposes or for the use of any other public utility deemed necessary or advisable by the Grantor. The use of all or a part of such easements and rights of way may be granted or assigned at any time hereafter by the Grantor to any person, firm, governmental unit or agency or corporation furnishing any such service. No structure of any kind, other than ornamental fence, shall be erected, placed or installed on any part of said easements.

**EASEMENTS – MAINTENANCE OF AREAS**

**15.** Except as may otherwise be provided herein, each owner shall maintain all of the surface areas of easements within the lot owned by him, and shall keep the grass and weeds cut, shall maintain in the same free of trash and debris, and shall take such action as may be required in order to eliminate (or minimize when elimination is not practicable) surface erosion.

**LOT OWNERS ASSOCIATION – NORTH HILLS ESTATES ASSOCIATION**

**16. (a)** The developer hereby dedicates and conveys to each lot owner of a lot in “North Hills Estates Subdivision” a right and easement of use to “Cumberland Park” and “Bedford Park” (herein after referred to as “parks”) as set forth in the plat submitted to the City of Novi for final plat approval, and said Developer hereby covenants for itself, its heirs and assigns that it will convey fee simple title to the aforesaid parks to the Association hereinafter described, free and clear of all encumbrances and liens, prior to the conveyance of the first lot in “North Hills Estates Subdivision”.

(b) Title to the parks shall be vested in the Association hereinafter described as Trustee for the benefit of the lot owners and subject to the right and easement of use for park purposes by the lot owners. Such easement shall not be personal but shall be considered to be appurtenant to said lots, which easement shall pass with the title to said lots whether specifically set forth in deeds to the lots or not.

(c) There is hereby established the North Hills Estates Association (hereinafter referred to as the “Association”), an association to consist of the owners of lots in North Hills Estates Subdivision of the North one-half (½) section of Section Thirty-four (34), City of Novi, Oakland County, Michigan. Said Association shall have control and jurisdiction over the parks which shall be vested in said Association of said lot owners. Such Association shall be organized as a non-profit corporation for a perpetual term under the laws of the State of Michigan. Such Association shall be incorporated prior to the sale of any lots in North Hills Estates Subdivision but in any event, within ninety (90) days following the recording of the final plat of North Hills Estates Subdivision. The Association shall be responsible for the proper maintenance and payment of taxes for the parks and Retention Basin and for compliance with this agreement. The By-Laws of the Association shall provide for a Board of Directors of not less than five (5) members nor more than seven (7) members, provided that such Board of Directors may be appointed by the Developer until such time that seventy-five (75%) percent of the residential lots in said North Hills Association Subdivision shall have been sold by the Developer; and provided further, that at least thirty (30%) percent of the members of the said Board of Directors shall be owners of lots in said subdivision other than the grantor-developer. Thereafter, the Board of Directors shall be elected by the lot owners. The Association shall have the authority to make and enforce regulations pertaining to the care and maintenance and payment of taxes of the parks and Retention Basin, which regulations shall be binding upon the lot owners.

(d) In the event that the Association should, in the opinion of the City, at any time, fail to maintain the parks and Retention Basin in a reasonable order and condition in their natural state, the City may serve written notice upon the Association or the lot owners, or both, setting forth the manner in which the Association has so failed in said notice shall include a demand that the deficiency in said maintenance be cured within thirty (30) days thereof.

If the deficiency set forth in the original notice or the modification or extension of the original notice, shall not be cured within the time allowed by the City, in order to preserve the taxable values of the property within North Hills Estates Subdivision and to prevent the parks from becoming a public nuisance, the City may enter upon said parks and maintain the same.

Said maintenance by the City shall not constitute a taking of the parks or its land, nor vest in the public any right to the use of the same. At such time that the City should determine that the Association will resume the maintenance of the park and Retention Basin in a reasonable condition, the City may cease to maintain the same. The cost of such maintenance by the City shall be charged on a prorate basis against the properties within the North Hills Estates Subdivision and shall become a lien on said properties.

In the event that the Association shall fail to pay taxes on said parks, the City may, at its discretion, charge the same on a prorate basis against the properties within North Hills Estates Subdivision and the same shall become a lien on said properties.

Any and all such liens so created and provided by the terms of this agreement and by the terms of the Declaration of Restrictions shall run in favor of the City of Novi. The City may, at its option, either seek reimbursement from the Association or by action against the lot owners in such manner and by such legal means as at the time might then be available to said City under the laws of the State of Michigan in force at the time of default.

#### MAINTENANCE FUND

17. (a) The Association shall have the authority to access lot owners, except lots owned by grantor-developer, a minimum annual maintenance charge of not less than Twenty-Five (\$25.00) dollars per lot for the purpose of creating a fund to be known as the maintenance fund for maintaining said parks and Retention Basin and the payment of taxes for said parks and Retention Basin. The payment of said Twenty-Five (\$25.00) dollars as an annual maintenance charge shall commence January 1, 1974, and be payable at the time of closing on the sale of each and every lot. January 1, 1974 the maintenance charge shall be at such a rate as may be determined by the North Hills Estates Association which will be formed as provided for herein. Said maintenance charge after January 1, 1974, will be payable annually in advance on the first day of January in each year, commencing January 1, 1975.

(b) Said annual charges may be adjusted from year to year, after the year 1975, by the North Hills Estate Association Board of Directors as provided by the North Hills Estates Association By-Laws as the needs of the property may in their judgment require. Said annual charges and any additional assessments shall be binding upon all owners of property in the North Hills Estate Subdivision.

(c) Said maintenance fund shall be used for as the North Hills Estate Association shall determine necessary and advisable: for improving and maintaining "Parks", common areas, roadways and entrance ways of said property: for planting and maintaining trees and shrubbery: for collecting and disposing of garbage, ashes, and rubbish: for employing night watchmen: for maintenance of vacant property: for removal of grass or weeds: for constructing, purchasing, maintaining or operating any community services, or for doing any other things necessary or advisable in the opinion of the North Hills Estates Association for keeping the property neat or in good order: for expenses incident to the examination of plans as herein provided and to the enforcement of these building restrictions, conditions, obligations, reservations, rights, powers and charges.

(d) It is expressly agreed that the maintenance fund charge referred to herein, shall be a lien and encumbrance on the land with respect to which said charges are made, and it is expressly agreed that by the acceptance of title to any of said lots, the owner (not including thereby the mortgagee so long as the mortgagee is not the owner) from the time of acquiring title thereto shall be held to have covenanted and agreed to pay to the North Hills Estates Association all charges provided for herein which were then due and unpaid to the time of the acquisition of the title by him, and all such charges thereafter falling due during his ownership thereof. A certificate in writing issued by the North Hills Estates Association, or its agent, shall be given on demand to any owner liable for said charges, which certificate shall set forth the detailed status of such charges. This certificate shall be binding on the said parties hereto.

(e) By his acceptance of title, each and every owner other than Grantor shall be held to vest in the North Hills Estates Association the right and power, in its own name, to take and prosecute all suits, legal, equitable or otherwise, which may, in the opinion of the North Hills Estates Association, be necessary or advisable for the collection of such charges.

(f) Anything hereinbefore to the contrary notwithstanding, it is provided and understood that neither the Grantor (Developer) nor any lot or land owner by the Grantor (Developer) shall be subject to any annual or other maintenance charge, assessment, lien or any other provisions hereinabove under Paragraph 17 or any subsection thereof, set forth, during such time as the same is or are held or owned by the Grantor (Developer); PROVIDED, HOWEVER, THAT, upon the sale of any said lot or other land by Grantor (Developer), said lot or other land shall become and be subject to all of the above and foregoing provisions and to any charge, assessment, lien, etc., made, assessed or levied thereafter and pursuant thereto; and provided further, that the grantor-developer, while not being subject to any annual charges, assessments, etc., on lots or land he continues to own, does agree that lots owned by said grantor-developer shall be subject to pay their prorata share of the maintenance and taxes on the Parks and Retention Basin.

#### ASSIGNMENT OF GRANTOR'S RIGHTS

18. At any time after the sale by Grantor of ninety-five (95%) percent of the lots in the said North Hills Estates Subdivision, or sooner as determined by said Grantor, (execution of a land contract constituting a sale for the purpose of this section), the Grantor in its sole discretion, may assign or transfer any or all rights, privileges and duties of supervision and control in connection with these restrictions which are herein reserved to the Grantor, to the North Hills Estates Association, and, upon the execution and recording of appropriate written instruments of appointment by the Grantor, the said Association shall thereupon have and exercise all rights reserved to the Grantor, and by its assigned or transferred to the Association, and the Grantor shall be fully released and discharged from any further obligation or responsibility.

GRANTOR – DEVELOPER – SALES OFFICE, ETC.

19. Notwithstanding anything herein to the contrary, the Grantor, its agents, sales representatives, subcontractors and employees may occupy and use any house or other structure built in the subdivision, or a temporary building or other structure as a sales office for the sale of lots and/or houses, construction office in connection with the construction of homes, and for warehousing of material used in connection with the construction of homes, and/or sakes, until all the lots and/or homes built in this subdivision shall have been sold; and Grantor, its sales representatives, agents and employees may erect and maintain any such signs, displays, advertisements at any place or places by them selected, and whether upon vacant construction until all of the lots and/or houses in the such said subdivision until all of the lots or houses built in this subdivision shall have been sold.

COVENANTS AND RESTRICTIONS – ENFORCIBILITY

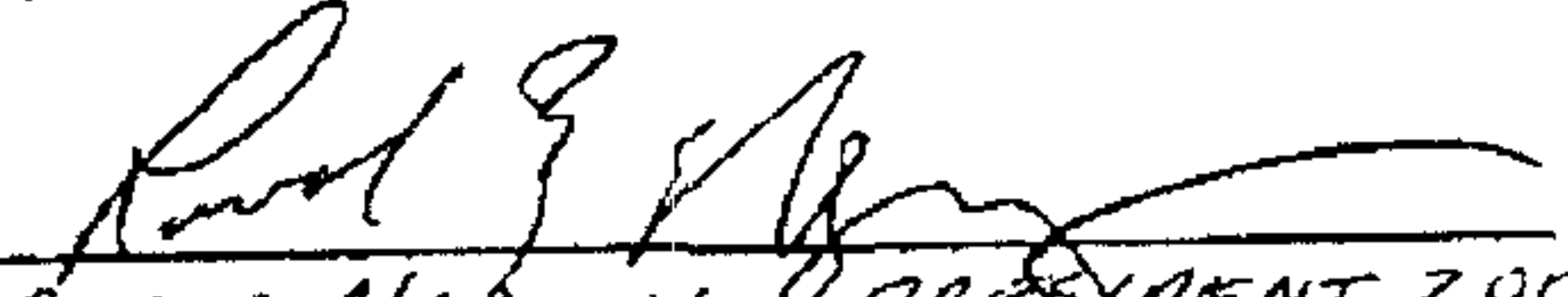
20. If the parties hereto, or any of them, or their heirs, or assigns, shall violate, or attempt to violate, any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision development to prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such covenant and either to prevent or restrain him or them from so doing or to recover damages or other dues, or to due both, for such violation.

COVENANTS AND RESTRICTIONS – SEVERABILITY

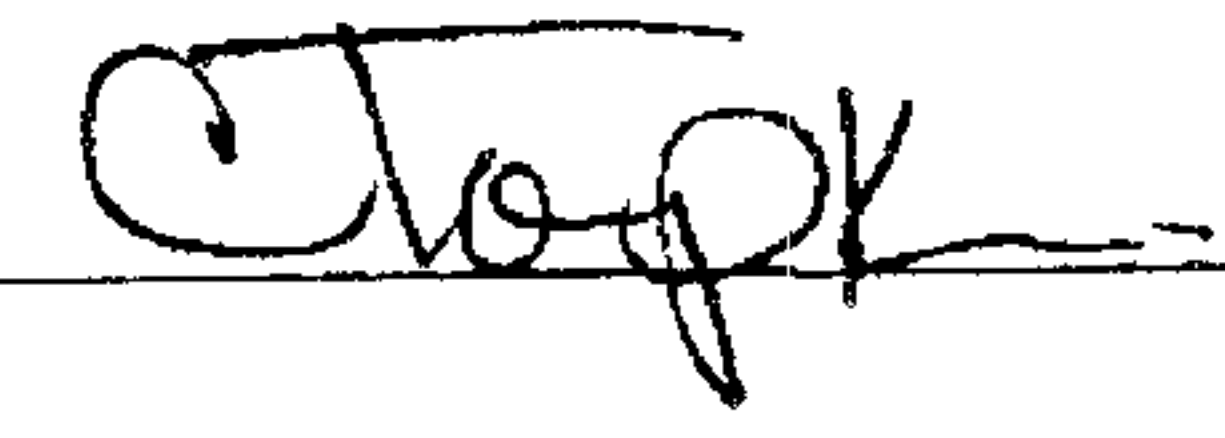
21. Each restriction herein is intended to be severable and, in the event that one covenant is for any reason held void, it shall not affect the validity of the remaining covenants and restrictions.

DOCUMENT DATED: NOVEMBER 24, 2008

STATE OF MICHIGAN  
COUNTY OF OAKLAND

NORTH HILLS ESTATES ASSOC.  
P.O. BOX 5255  
NORTHVILLE, MI 48167-5255  
  
RONALD NABOZNY PRESIDENT 2008

THE FOREGOING INSTRUMENT WAS SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME  
THIS \_\_\_\_\_ DAY OF JAN 09 2009, 2009 BY \_\_\_\_\_  
Ronald Nabozny

  
\_\_\_\_\_  
C. TOMPKINS  
Notary Public, Oakland County, Michigan  
My Commission Expires April 15, 2015