

DECLARATION OF COVENANTS,  
EASEMENTS, BUILDING AND USE RESTRICTIONS

PLYMOUTH COMMONS SUBDIVISION

THIS DECLARATION (hereinafter "Declaration") made and entered into this 16<sup>th</sup> day of NOVEMBER, 1989, by PLYMOUTH LAND DEVELOPMENT COMPANY, a Michigan corporation, of 41115 Jo Drive, Novi, Michigan 48050 (hereinafter "Grantor").

W I T N E S S E T H:

WHEREAS, Grantor is the owner of certain property in the Township of Plymouth (hereinafter "Township"), County of Wayne, State of Michigan, which is more particularly described on Exhibit "A" attached hereto.

WHEREAS it is the desire of the Grantor that all of the property described above shall be subject to certain covenants, easements and building and use restrictions in order to assure the beauty, betterment, protection, harmony of external design and appearance of the property and to maintain the value and desirability of the said property.

NOW THEREFORE, Grantor hereby declares that all of the property described above shall be held, sold and conveyed subject to the following covenants, easements and building and use restrictions which shall run with the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to the PLYMOUTH COMMONS HOMEOWNERS ASSOCIATION, a Michigan non-profit corporation, its successors and assigns.

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

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When more than one person or entity has an interest in the fee simple title to any Lot, the interest of all such persons collectively shall be that of a single Owner.

Section 3. "Property" shall mean and refer to that certain real property hereinbefore described.

Section 4. "Lot" shall mean and refer to any numbered lot shown upon the recorded subdivision plat of the Property.

Section 5. "Subdivision" shall mean and refer to the recorded plat on the land described in Exhibit "A".

Section 6. "Builder/Purchaser" shall mean builders who purchase Lots from Owner for construction purposes.

Section 7. "Grantor" shall mean and refer to PLYMOUTH LAND DEVELOPMENT COMPANY, its successors and assigns.

Section 8. "Common Area" shall mean all real property (including the improvements thereon) to be owned by the Association for the common use and enjoyment of the Owners.

Section 9. "Conveyance of Common Area". The Common Area to be conveyed to the Association.

## ARTICLE II

### Residential Unit Development Agreement

Section 1. The terms and conditions of the Residential Unit Development Agreement of PLYMOUTH COMMONS SUBDIVISION of even date between the TOWNSHIP OF PLYMOUTH and the Developer, PLYMOUTH LAND DEVELOPMENT COMPANY, are incorporated herein by reference.

## ARTICLE III

### Building and Use Restrictions

Section 1. RESIDENTIAL LOTS: All lots in said Subdivision shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one (1) single-private-family dwelling, with attached private garage for not less than two (2) cars, except as herein otherwise provided.

Section 2. BUILDING LINES: No building, on any of said lots, shall be erected nearer than forty-five (45) feet to the front lot line, or

nearer than fifteen (15) feet to a side lot line, or nearer than forty-five (45) feet to the side-line of any corner, provided that the total of the two side yards shall not be less than thirty (30) feet, or nearer than fifty (50) feet to the rear lot line, except by written consent of the Grantor and the Township, which consent the Grantor is empowered to give.

**Section 3. MINIMUM FLOOR SPACE:** No dwelling shall be placed or erected on any lot which has a livable floor space of less than One Thousand Nine Hundred (1,900) square feet for single-story residences. Dwellings of one-and-one-half stories or two stories shall have a minimum livable floor space of Two Thousand Three Hundred (2,300) square feet and not less than One Thousand Four Hundred (1,400) square feet on the first floor, not including porches or breezeways. Bi-level, tri-level and multi-level dwellings shall have a minimum livable floor space of Two Thousand Three Hundred (2,300) square feet. Livable floor space as used herein shall include actual area within the outer surface of the outside walls, not including any garage, carport, basement, unheated porches, breezeways or entrances.

**Section 4. LOT SIZE:** No lot shall be reduced in size by any method whatsoever, without prior written consent of the Grantor or its duly authorized representatives. Lots may be enlarged by consolidation with one or more adjoining lots under one (1) ownership. In the event one or more lots are developed as a unit, all restrictions herein contained shall apply as though a single lot. In any event, no dwelling shall be erected, altered, placed or permitted to remain on any size smaller than one (1) lot as shown on the recorded plat.

**Section 5. TREES AND SOIL:** No trees exceeding six (6) inches in diameter shall be removed or cut, nor shall surface soil be dug or removed from any lot for purposes other than building and landscaping of said lot, without prior consent of the Grantor or its authorized representatives.

**Section 6. EASEMENTS:** Easements and rights of way for utilities and storm drains are hereby reserved as shown on the recorded plat. No building may be constructed over any easements; however, after such utilities and storm drains have been installed, planting or other lot improve-

ments shall be allowed so long as they do not interfere with or obstruct drainage or the operation of utilities, and so long as access for the installation or maintenance of utilities and storm drains is available without charge or liability for damages.

**Section 7. NUISANCES:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

**Section 8. DRIVEWAYS:** All driveways shall be paved with asphalt or concrete and shall be completed, weather permitting, prior to occupancy.

**Section 9. TEMPORARY STRUCTURES:** Trailers, tents, shacks, tool sheds, barns or any temporary buildings of any design whatsoever are expressly prohibited within this Subdivision and no temporary occupancy shall be permitted in an unfinished residential building. This shall not prevent the erection of a temporary storage building for materials and supplies to be used in the construction of a dwelling, and which shall be removed from the premises on completion of the building, and shall not prevent use by any builder or contractor of trailers for material storage or model offices during the period of construction in the Subdivision, provided the same shall be removed at the time of completion of such construction.

**Section 10. ANTENNA:** No outside television or radio antenna or other antenna, or aerial, satellite dish, saucer or similar device shall be placed, constructed, altered or maintained on any lot, unless Grantor determines in its sole discretion that the absence of an outside antenna creates substantial hardship with respect to a particular lot.

**Section 11. SIGNS:** No signs of any kind shall be displayed to the public view on any lot except one sign of not more than six (6) square feet advertising the property for sale or rent, political signs or signs used by a builder to advertise the property during the construction and sales period. Such signs as are allowed must be maintained in good condition at all times and removed on the termination of their use.

**Section 12. LIVESTOCK AND POULTRY:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs,

cals or other household pets which may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

**Section 13. REFUSE AND STORED MATERIALS:** No lot shall be used or maintained as a dumping ground or for outside storage for rubbish, trash, garbage or other materials. Other waste shall be kept in a sanitary container, properly concealed from public view.

**Section 14. SWIMMING POOLS:** Underground swimming pools or other permitted underground structures may be installed, when approved in writing by the Grantor as to size, location, materials, type of construction, and must be maintained in a safe and sanitary condition and such approval shall not be unreasonably denied. No free-standing above-ground level swimming pools will be permitted under any circumstances.

**Section 15. LANDSCAPING:** Basic landscaping, including finish grading and sodding, soil erosion and sediment controls as applicable shall be in place before title passes or a final certificate of occupancy is issued, whichever shall last occur.

**Section 16. SIGHT DISTANCE AT INTERSECTION:** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty (20) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

**Section 17. GENERAL CONDITIONS:**

- A) No trailers, boats, boat trailers, campers, motor homes or commercial vehicles, other than those present on business may be parked in the Subdivision except within a private attached garage.
- B) No clothes lines or outside drying of laundry shall be permitted.
- C) All homes shall be equipped with an electric garbage disposal unit.

- D) All mail boxes shall be located uniformly with reference to the dwellings in accordance with post office requirements.
- E) Except as permitted in writing by Grantor, which permission shall only be given because of lot size and/or topographical constraints, garage doors shall be side or rear entrance only, and shall be kept closed, except as necessary for normal garage use, maintenance and cleaning.

Section 18. ARCHITECTURAL CONTROL:

- A) No building or other structure shall be constructed, erected or maintained, nor shall any addition to, or change or alteration to any structure be made, except interior alterations, until plans and specifications, prepared by a competent architect showing the nature, kind, shape, elevation, facade, height and materials, color scheme, location on lot and approximate cost of such structure has been submitted to and approved in writing by the Grantor, and a copy of said plans and specifications as finally approved, lodged permanently with said Grantor.
- B) Under no circumstances shall lot perimeter fencing be allowed within the Subdivision. However, ornamental fences, garden walls and similar devices may be constructed or erected only after plans and specifications of such proposed fence, wall or other device shall have been submitted in writing and approved by Grantor. In any event, no fence exceeding four (4) feet in height shall be permitted and no fence shall extend further toward the front of the lot than the rear line of the house. Fences for dog-runs shall also be approved by Grantor in the manner above provided. Notwithstanding the foregoing, any fencing required by ordinance or law to enclose a swimming pool or other permitted in-ground structure may be erected.
- C) Developer specifically reserves the right to install rear lot line fencing dividing the Subdivision from lots contained in any adjoining subdivision.
- D) Grantor shall have the right to refuse to approve any such plans and specifications which are not suitable or desirable in its opinion for aesthetic or other reasons; and in so passing upon such plans and specifications, it shall have the right to take into consideration the suitability of the proposed building to the site upon which it is proposed, 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 residential section, and if a disagreement on the points set forth in the paragraph should arise, the decision of the Grantor shall control.
- D) However, in the event the Grantor shall have failed to approve or disapprove such plans and location within thirty (30) days after the same shall have been delivered to the Grantor, then such approval will not be required, provided the plans and location on the lot conform to, or are in harmony with existing structures in the Subdivision, these restrictions, and any zoning law applicable thereto.

**Section 19. HOMEOWNERS ASSOCIATION:** There shall be created the PLYMOUTH COMMONS HOMEOWNERS ASSOCIATION, a Michigan non-profit corporation organized for a perpetual term (hereinafter "Association"). Membership in the Association, which shall be mandatory, shall consist of each original, and any successive owner of a residential lot in PLYMOUTH COMMONS SUBDIVISION. After Grantor has transferred any and all rights, privileges and duties of supervision and control of the Association to the successive owners in accordance with paragraph 24 herein, the owners of each lot shall be entitled to one (1) vote in the election of the Association's officers and directors as well as the conduct of other Association business in accordance with its Bylaws. The purpose of the Association shall be the maintenance and beautification of the Common Area and the conducting of such other Association business as shall be permitted by its Bylaws. The Association

**Section 20. DUES FUND:**

- A) All the land included in said plat, except streets and parks maintained for the general use of the owners of the land included in said tract, and any land owned by Grantor, shall be subject to an annual dues charged at a rate to be established from year to year, but not less than Fifty (\$50.00) Dollars per year for a lot owner. For purposes of this paragraph, a "lot-owner" shall be defined as the fee owner or land contract purchaser of record of a lot.
- B) Dues of the Association shall be collected prior to April 1, from all lot-owners of record as of January 1 of each year. There shall be no proration of dues for the first lot-owner.
- C) The Association shall have the authority to establish rules, regulations and policies for the betterment of the Association, including the authority to make and enforce regulations pertaining to the use and maintenance of the Common Areas which shall be binding upon the lot owners. The Association shall have a lien against the lots to enforce the collection of dues not paid by April 1 of each year. Any such sums assessed against the owner by the Association shall constitute a lien on the property. Notice of the lien shall be recorded in the office of the Register of Deeds for Wayne County and served on the owner at least ten (10) days in advance of commencement of any foreclosure proceedings. Said lien shall contain a power of sale and shall be foreclosed in accordance with the laws regulating the foreclosure by advertisement of real estate mortgages.

**Section 21. SALES AGENCY:** Notwithstanding anything to the contrary herein contained, the Grantor or any builder or builder's sales representative authorized by Grantor may construct and maintain sales agency

office, together with a sign or signs of not more than one hundred (100) square feet of front surface, on lot or lots of their choosing in the Subdivision until such time as all of the lots in the Subdivision have been sold by them.

**Section 22. TERM OF RESTRICTIONS:** All the restrictions, conditions, covenants, charges and agreements contained herein shall continue in full force and effect for a period of twenty five (25) years from the date of recording hereof and shall automatically be continued thereafter for successive periods of ten (10) years each, provided however, that after ten (10) years from the date of recording hereof, the owners of the fee of ninety (90%) percent or more of the lots in said Subdivision may, subject to the approval of the Township of Plymouth, release all or part of said lots from all or any portion of these restrictions, or otherwise modify or amend these restrictions, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and recording the same in the office of the Register of Deeds for Wayne County. So long as the Developer, his successors or assigns, owns one or more lots in the Subdivision, the consent of the Developer shall be required.

**Section 23. ENFORCEMENT:** The Grantor, the Association or any individual lot-owner shall be entitled to enforce any of the provisions hereof. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Failure to enforce any of the covenants herein contained shall in no event be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto.

**Section 24. ASSIGNMENT OF GRANTOR'S RIGHTS:** Grantor may assign or transfer any or all rights, privileges and duties of supervision, approval and control in connection with these restrictions which are reserved herein to the Grantor to the Association, upon the execution and recording of appropriate instruments of assignment by the Grantor, said Association shall thereupon have and exercise all rights reserved to the Grantor, and the Grantor shall be fully released and discharged from further



obligations and responsibilities in connection therewith. Provided further, that the Grantor reserves the right of Architectural Control granted to him, his heirs, successors and assigns, under paragraph 17(A),(B),(C) and (D) and Section 24, until such time as construction has been completed on One Hundred (100%) percent of the lots in said Subdivision.

Section 26. So long as the Grantor, its successors or assigns, retains the ownership of any lot within the Subdivision, the Grantor reserves the rights by written instrument, signed, acknowledged and recorded with Wayne County Register of Deeds, to modify, amend, restate, waive or repeal any or all of the provisions herein contained with respect to all or any particular lot within the Subdivision. Any such modification, amendment, restatement, waiver or repeal may be retroactive to the date hereof.

#### ARTICLE IV

##### Severability

Section 1. The terms and conditions herein contained shall be deemed severable, and in the event that any one or more term or condition set forth in this instrument shall be deemed unenforceable, all of the remaining terms and conditions shall nevertheless remain in full force and effect.

#### ARTICLE V

##### Dedication of Common Areas

Section 1. Grantor hereby dedicates and conveys to each Owner a right and easement of enjoyment in and to the Common Area and hereby covenants that it will convey title to the Common Area to the Association, free and clear of all encumbrances and liens, except easements of record, within ninety (90) days from the date of the recordation of the subdivision plat or prior to the sale of a lot within the Subdivision, whichever occurs first. Upon such conveyance and control of the Association being turned over to the Homeowners, any and all responsibility and liability with respect to the property conveyed, including by way of illustration and not limitation, payment of taxes, assessments and maintenance, shall cease and terminate as to the Grantor and shall pass to and rest upon and be assumed by the grantee Association and its members in accordance with the membership obligations as herein set forth.

## ARTICLE VI

Property Rights

Section 1. OWNER'S EASEMENTS OF ENJOYMENT. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, whether or not specifically set forth in the deed of conveyance of said lot, subject to the following provisions:

- A) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- B) the right of the Association to suspend the voting rights and the right to use the recreational facilities by an Owner for any period during which any assessment against the Owner's lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- C) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by a majority of the members.

No such dedication or transfer shall be effective until an instrument agreeing to such dedication or transfer having been signed by a majority of the members has been recorded with the Wayne County Register of Deeds, and provided further, that no such dedication or transfer or determination as to the conditions thereof shall be effective unless the prior consent thereto of the Township of Plymouth by and through its City Council shall have first been obtained.

- D) The Common Areas may be used for all forms of recreation, including hiking, nature study, picnicking and similar pursuits in keeping with the nature of the area, as well as for the storage of surface water. No change shall be permitted in any Common Area which would alter any storm water and surface water detention and retention and storage basins or other facilities constructed thereon if any there be without the express approval of the Township of Plymouth. Recreational facilities, including but not limited to, bridges, bike paths, picnic shelters, grills and similar items, may be constructed in the Common Area by the Association or the Grantor. Nothing in this paragraph, however, shall be construed to create any obligation whatsoever to construct any recreational facilities by the Association or the Grantor. All members of the Association, and guests accompanying said members, shall have equal access to the Common Area and all facilities located thereon, subject to rules and regulations established by the Association, including but not limited to, the right to place limitations on the number of guests or to prohibit guests at certain prescribed times. All efforts shall be utilized by the Association and the membership to preserve and maintain all trees, shrubs and landscaping, if any, within any common areas. No Owner may remove trees and/or shrubs from the common area(s) for planting upon his property.

Section 2. DELEGATION OF USE. Any Owner may delegate in accordance with the Bylaws, his right of enjoyment in and to the Common Area and facilities to the member's family, his tenant(s), or his land contract purchasers.

IN WITNESS WHEREOF, the parties set their hand and seal the day and year first above written.

WITNESSED BY:

GRANTOR:

PLYMOUTH LAND DEVELOPMENT COMPANY,  
a Michigan corporation,

x Nancy M. Parmentier  
NANCY M. PARMENTIER

By: [Signature]  
RAYMOND L. COUSINEAU  
Its: VICE - PRESIDENT

x Gary D. Mannigel  
GARY D. MANNIGEL

STATE OF MICHIGAN )  
                                  )SS  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 16th day of November, 1989, by RAYMOND L. COUSINEAU, the duly elected VICE PRESIDENT of PLYMOUTH LAND DEVELOPMENT COMPANY, a Michigan corporation, on behalf of the corporation.

Nancy M. Parmentier  
Notary Public  
NANCY M. PARMENTIER  
COMMISSION EXPIRES: 6/30/92

DRAFTED BY AND  
WHEN RECORDED, RETURN TO:  
David S. Snyder, Esq.  
Snyder and Handler, P.C.  
1365 American Center  
27777 Franklin Road  
Southfield, Michigan 48034

APPROVED  
Teresa Schaffer Sullivan  
TERESA SCHAFER SULLIVAN  
TOWNSHIP ATTORNEY

## EXHIBIT "A"

LEGAL DESCRIPTION

A part of the southeast 1/4 of Section 30, T. 1 S., R. 8 E., Plymouth Township, Wayne County, Michigan, more particularly described as commencing at the southeast corner of said Section 30 for a point of beginning; thence north 89°34'28" west 2621.21 feet along the south line of said Section 30 and the centerline of Powell Road; thence north 00°36'21" east 2402.78 feet to the southeasterly line of M-14 Highway; thence 310.13 feet along the curve to the left, said curve having a radius of 5879.58 feet, a central angle of 03°01'20" and a chord bearing and distance of north 47°48'45" east 310.09 feet, along the southeasterly line of said M-14 Highway to the east and west 1/4 line of said Section 30; thence north 89°35'38" east 1251.18 feet along the east and west 1/4 line of said Section 30; thence south 00°39'09" west 1055.00 feet; thence north 89°35'38" east 1145.00 feet to the east line of said Section 30 and the centerline of Ridge Road; thence south 00°39'09" west 1592.51 feet along the east line of said Section 30 and the centerline of Ridge Road to the point of beginning. All of the above containing 129.955 acres. All of the above being subject to the rights of the public in Powell Road and Ridge Road. All of the above being subject to easements, restrictions and rights of way of record.

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FIRST AMENDMENT TO  
DECLARATION OF COVENANTS,  
EASEMENTS, BUILDING AND USE RESTRICTIONS

PLYMOUTH COMMONS SUBDIVISION

THIS DECLARATION (hereinafter "Declaration") made and entered into this 25 day of March, 1990 by PLYMOUTH LAND DEVELOPMENT COMPANY, a Michigan corporation, of 41115 Jo Drive, Novi, Michigan 48050 (hereinafter "Grantor") and A. ROSSI & SON BUILDERS, INC., a Michigan corporation (hereinafter "ROSSI").

91041964

WITNESSETH:

RECITALS:

R.1. Grantor is the owner of certain property in the Township of Plymouth (hereinafter "Township"), County of Wayne, State of Michigan, which is more particularly described on Exhibit "A" attached hereto (the "Property").

R.2. A portion of the Property has been incorporated into a plat known as PLYMOUTH COMMONS SUBDIVISION as recorded in Liber 103, pages 56 through 61, inclusive, Wayne County Records.

R.3. The Property is subject to the Declaration of Covenants, Easements, Building and Use Restrictions executed by Grantor and recorded in Liber 24554, pages 170 through 181, Wayne County Records (the "Restrictions"). Reg # 90-036-243

R.4. This instrument is executed by Grantor pursuant to the provisions of Article III, Section 26 of the Restrictions, for purposes of amending the Restrictions.

NOW THEREFORE, Grantor hereby declares that the Property shall be held, sold and conveyed subject to the Restrictions and this Amendment as follows:

1. Incorporation of Recitals. The Recitals above set forth are incorporated herein as an integral part of the undertakings of the parties hereto.

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2. Minimum Floor Space. Article III, Section 3 of the Restrictions is hereby set aside and held for naught. The following shall be substituted in its place and stead.

"Section 3. **MINIMUM FLOOR SPACE:** No dwelling shall be placed or erected on any lot which has a livable floor space of less than Two Thousand Three Hundred (2,300) square feet for single-story residences. Dwellings of one-and-one-half stories or two stories shall have a minimum livable floor space of Two Thousand Six Hundred (2,600) square feet. Livable floor space as used herein shall include actual area within the outer surface of the outside walls, not including any garage, carport, basement, unheated porches, breezeways or entrances."

3. Landscaping. Article III, Section 15 of the Restrictions is hereby set aside and held for naught.

4. Architectural Control. Article III, Section 18 of the Restrictions is hereby set aside and held for naught. The following shall be substituted in its place and stead.

"Section 18. **ARCHITECTURAL CONTROL:**

- A) No building or other structure shall be constructed, erected or maintained, nor shall any addition to, or change or alteration to any structure be made, except interior alterations, until plans and specifications, prepared by a competent architect showing the nature, kind, shape, elevation, facade, height and materials, color scheme, location on lot and approximate cost of such structure has been submitted to and approved in writing by the Grantor, and a copy of said plans and specifications as finally approved, lodged permanently with said Grantor.
- B) Under no circumstances shall lot perimeter fencing be allowed within the Subdivision. However, ornamental fences, garden walls and similar devices may be constructed or erected only after plans and specifications of such proposed fence, wall or other device shall have been submitted in writing and approved by Grantor. In any event, no fence exceeding four (4) feet in height shall be permitted and no fence shall extend further toward the front of the lot than the rear line of the house. Fences for dog-runs shall also be approved by Grantor in the manner above provided. Notwithstanding the foregoing, any fencing required by ordinance or law to enclose a swimming pool or other permitted in-ground structure may be erected, as approved by Grantor.
- C) Grantor specifically reserves the right to install rear lot line fencing dividing the Subdivision from lots contained in any adjoining subdivision.

- D) Grantor shall have the right to refuse to approve any such plans and specifications which are not suitable or desirable in its opinion for aesthetic or other reasons; and in so passing upon such plans and specifications, it shall have the right to take into consideration the suitability of the proposed building to the site upon which it is proposed, 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 residential section, and if a disagreement on the points set forth in the paragraph should arise, the decision of the Grantor shall control.
- E) However, in the event the Grantor shall have failed to approve or disapprove such plans and location within thirty (30) days after the same shall have been delivered to the Grantor, then such approval will not be required, provided the plans and location on the lot conform to, or are in harmony with existing structures in the Subdivision, these restrictions, and any zoning law applicable thereto."

5. Dues Fund. Article III, Section 20 of the Restrictions is hereby set aside and held for naught. The following shall be substituted in its place and stead.

"Section 20. DUES FUND:

- A) All the land included in said plat, except streets and parks maintained for the general use of the owners of the land included in said tract, and any land owned by Grantor, shall be subject to an annual dues charged at a rate to be established from year to year, but not less than One Hundred (\$100.00) Dollars per year for a lot owner. For purposes of this paragraph, a "lot-owner" shall be defined as the fee owner or land contract purchaser of record of a lot, except for those lots which may have been purchased from Grantor by a builder for purposes of erecting a residential building for sale.
- B) Dues of the Association shall be collected prior to April 1, from all lot-owners of record as of January 1 of each year. There shall be no proration of dues for the first lot-owner.
- C) The Association shall have the authority to establish rules, regulations and policies for the betterment of the Association, including the authority to make and enforce regulations pertaining to the use and maintenance of the Common Areas which shall be binding upon the lot owners. The Association shall have a lien against the lots to enforce the collection of dues not paid by April 1 of each year. Any such sums assessed against the owner by the Association shall constitute a lien on the property. Notice of the lien shall be recorded in the office of the Register of Deeds for Wayne County and served on the owner at least ten (10) days in advance of commencement of any foreclosure proceedings. Said lien shall contain a power of sale and shall be foreclosed in accordance with the laws regulating the foreclosure by advertisement of real estate mortgages."

6. Ratification of Restrictions. Except as herein amended, the covenants, easements and building and use restrictions contained in the Restrictions are hereby ratified and re-declared, and the Restrictions as herein amended shall run with the Property and be binding on all parties having any right, title or interest therein, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, the Grantor sets its hand and seal the day and year first above written.

WITNESSED BY:

GRANTOR:

PLYMOUTH LAND DEVELOPMENT COMPANY,  
a Michigan corporation,

*[Handwritten signatures of witnesses]*

By: Stanley M. Moffitt  
Stanley M. Moffitt, Secretary

STATE OF MICHIGAN )  
                                  )SS  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 25 day of March, 1990, by Stanley M. Moffitt, the duly elected Secretary of PLYMOUTH LAND DEVELOPMENT COMPANY, a Michigan corporation, on behalf of the corporation.

*[Handwritten signature of Notary Public]*  
Notary Public

DRAFTED BY AND  
WHEN RECORDED, RETURN TO:  
David S. Snyder, Esq.  
Snyder and Handler, P.C.  
1365 American Center  
27777 Franklin Road  
Southfield, Michigan 48034



## EXHIBIT "A"

LEGAL DESCRIPTION

A part of the southeast 1/4 of Section 30, T. 1 S., R. 8 E., Plymouth Township, Wayne County, Michigan, more particularly described as commencing at the southeast corner of said Section 30 for a point of beginning; thence north 89°34'28" west 2621.21 feet along the south line of said Section 30 and the centerline of Powell Road; thence north 00°36'21" east 2402.78 feet to the southeasterly line of M-14 Highway; thence 310.13 feet along the curve to the left, said curve having a radius of 5879.58 feet, a central angle of 03°01'20" and a chord bearing and distance of north 47°48'45" east 310.09 feet, along the southeasterly line of said M-14 Highway to the east and west 1/4 line of said Section 30; thence north 89°35'38" east 1251.18 feet along the east and west 1/4 line of said Section 30; thence south 00°39'09" west 1055.00 feet; thence north 89°35'38" east 1145.00 feet to the east line of said Section 30 and the centerline of Ridge Road; thence south 00°39'09" west 1592.51 feet along the east line of said Section 30 and the centerline of Ridge Road to the point of beginning. All of the above containing 129.955 acres. All of the above being subject to the rights of the public in Powell Road and Ridge Road. All of the above being subject to easements, restrictions and rights of way of record.

SECOND AMENDMENT TO THE  
DECLARATION OF COVENANTS,  
EASEMENTS, BUILDING AND USE RESTRICTIONS

PLYMOUTH COMMONS SUBDIVISION

THIS SECOND AMENDMENT to the Declaration of Covenants, Easements, Building and Use Restrictions of PLYMOUTH COMMONS SUBDIVISION is made and entered into this 10<sup>TH</sup> day of AUGUST, 1994, by PLYMOUTH LAND DEVELOPMENT COMPANY, a Michigan corporation of 41115 Jo Drive, Novi, Michigan 48375 ("Grantor").

94211040

WITNESSETH:

RECITALS:

R.1. On November 16, 1989, Grantor executed a Declaration of Covenants, Easements, Building and Use Restrictions applicable to PLYMOUTH COMMONS SUBDIVISION (the "Declaration").

R.2. The Declaration was recorded in Liber 24554, page 770, et. seq., Wayne County Records and applies to the real estate described as Exhibit "A" in the Declaration.

R.2.5 A First Amendment to the above declaration was recorded in Liber 25054, page 268, et. seq., Wayne County Records.

R.3. Grantor executes and declares this Second Amendment to the Declaration pursuant to the rights of amendment reserved to the Grantor in Article III, Section 26 of the Declaration.

NOW THEREFORE, the Grantor hereby declares that all of the property described in Exhibit "A" hereto shall be held, sold and conveyed subject to the Declaration as amended hereby.

ARTICLE I

Definitions

Article I, as amended, is hereby redeclared in its entirety and without change or amendment.

ARTICLE II

Residential Unit Development Agreement

Article II, as amended is hereby redeclared in its entirety and without change or amendment.

RECORDED  
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ARTICLE III

Building and Use Restrictions

Article III, as amended, Sections 1 through 19 are hereby redeclared in their entirety and without change or amendment.

Article III, as amended, Section 20 is hereby deleted in its entirety. The following is substituted in its place and stead.

**"Section 20. DUES FUND:**

- A) All the land included in said plat, except streets and parks maintained for the general use of the owners of the land included in said tract shall be subject to an annual dues charged at a rate to be established from year to year, but not less than Fifty (\$ 50.00) Dollars per year for a lot owner. For purpose of this paragraph, a "lot owner" shall be defined as the fee owner or land contract purchase of record of a lot.
- B) Dues of the Association shall be collected prior to April 1, from all lot owners of record as of January 1 of each year. There shall be no proration of dues for the first lot owner.
- C) The Association shall have the authority to establish rules, regulations and policies for the betterment of the Association, including the authority to make and enforce regulations pertaining to the use and maintenance of the Common Areas which shall be binding upon lot owners. The association shall have a lien against the lots to enforce the collection of Any such sums assessed against the owner by the Association shall constitute a lien on the property. Notice of the lien shall be recorded in the office of the register of Deeds for Wayne County and served on the owner at least ten (10) days in advance of commencement of any foreclosure proceedings. Said lien shall contain a power of sale and shall be foreclosed in accordance with the laws regulating the foreclosure by advertisement of real estate mortgages"

Article III, as amended, Sections 21 through 26 are hereby redeclared in their entirety and without change or amendment.

Articles IV, V and VI are hereby redeclared in their entirety without change or amendment.

IN WITNESS WHEREOF, the parties set their hand and seal the day and year first above written.

WITNESSED BY:

GRANTOR:

PLYMOUTH LAND DEVELOPMENT, CO.,  
a Michigan corporation,

Nancy M. Parmentier  
Nancy M. Parmentier

Karen S. Squier  
Karen S. Squier

By: [Signature]

Its: EDWARD L. CAULFIELD  
VICE PRESIDENT

State of Michigan )  
 )SS  
County of Oakland )

The foregoing instrument was acknowledged before me this 10th day of August,  
1994, by RAYMOND L. COUSINEAU, the duly elected Vice-President of  
Plymouth Land Development Company, a Michigan corporation, on behalf of the corporation.

Eden S. Squire  
Notary Public, Oakland County,  
Michigan, 6.7.95 Springston County  
Acting in Oakland County

**DRAFTED BY AND WHEN  
RECORDED, RETURN TO:**

Plymouth Land Development, Co.  
41115 Jo Drive  
Novi, Michigan 48375

THIRD AMENDMENT TO THE  
DECLARATIONS OF COVENANTS,  
EASEMENTS, BUILDING AND USE RESTRICTIONS

PLYMOUTH COMMONS SUBDIVISION

THIS THIRD AMENDMENT to the Declaration of Covenants, Easements, Building and Use Restrictions of PLYMOUTH COMMONS SUBDIVISION is made and entered into this 21st day of April, 1996, by PLYMOUTH LAND DEVELOPMENT COMPANY, a Michigan corporation of 41115 Jo Drive, Novi, Michigan 48375 ("Grantor").

WITNESSETH:

RECITALS:

R. 1. On November 16, 1989, Grantor executed a Declaration of Covenants, Easements, Building and Use Restrictions applicable to PLYMOUTH COMMONS SUBDIVISION (the "Declaration").

R.2. The Declaration was recorded in Liber 24554, page 770, et. seq., Wayne County Records and applies to the real estate described as Exhibit "A" in the Declaration.

R.2.5. A First Amendment to the above declaration was recorded in Liber 25054, page 268, et. seq., Wayne County Records.

R.3. A Second Amendment to the above Declaration was recorded in

R.3.5 Grantor executes and declares this Third Amendment to the Declaration pursuant to the rights of amendment reserved to the Grantor in Article III, Section 26 of the Declaration.

NOW THEREFORE, the Grantor hereby declares that all of the property described in Exhibit "A" hereto shall be held, sold and conveyed subject to the Declaration as amended hereby.

ARTICLE I

Definitions

Article I, as amended, is hereby redeclared in its entirety and without change or amendment.

ARTICLE II

Residential Unit Development Agreement

Article II, as amended is hereby redeclared in its entirety and without change or amendment.

### ARTICLE III

Article III, as amended, Sections 1 through 11 are hereby redeclared in their entirety and without change or amendment.

Article III, as amended, Section 12 is hereby deleted in its entirety. The following is substituted in its place and stead.

**“Section 12. LIVESTOCK AND POULTRY:**

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

Article III, as amended, Sections 13 through 14 are hereby redeclared in their entirety and without change or amendment.

Article III, as amended, Section 15 is hereby deleted in its entirety. The following is substituted in its place and stead.

**“Section 15. LANDSCAPING:**

Basic landscaping, including finish grading and sodding, soil erosion and sediment controls as applicable shall be in place as soon as practical after title passes. But under no circumstances shall basic landscaping, including finish grading and sodding, soil erosion and sediment controls (in its entirety) be in place later than October 31 of the year following the year that title passes. Failure to comply with this Section 15 will result in a monthly fine as determined by the Board until such landscaping and sodding is complete.

Article III, as amended, Section 16 are hereby redeclared in their entirety and without change or amendment.

Article III as amended, Section 17 and 18 is hereby deleted in its entirety. The following is substituted in its place and stead.

**“Section 17. GENERAL CONDITIONS:**

- A) No trailers, boats, boat trailers, campers, motor homes, recreational and commercial vehicles, other than those present on business may be parked in the Subdivision except within a private attached garage.
- B) No clothes lines or outside drying of laundry shall be permitted.
- C) All homes shall be equipped with electric garbage disposal unit.

- D) All mail boxes shall be harmonious to the property and located uniformly with reference to the dwellings in accordance with post office requirements.
- E) Except as permitted in writing by Grantor, which permission shall only be given because of lot size and/or topographical constraints, garage doors shall be side or rear entrance only, and shall be kept closed, except as necessary for normal garage use, maintenance and cleaning.

“Section 18. ARCHITECTURAL CONTROL:

- A) No building or other structure shall be constructed, erected or maintained, nor shall an addition to, or change or alteration to any structure be made, except interior alterations, until plans and specifications, prepared by a competent architect showing the nature, kind, shape, elevation, facade, height and materials, color scheme, location on lot and approximate cost of such structure has been submitted to and approved in writing by the Grantor, and a copy of said plans and specifications as finally approved, lodged permanently with said Grantor.
- B) Under no circumstances shall lot perimeter fencing be allowed within the Subdivision. Notwithstanding the foregoing, any fencing required by ordinance or law to enclose a swimming pool or other permitted in-ground structure may be erected, as approved by Grantor. Fencing can not exceed four feet(4FT) in height. Architectural plans must be submitted. Notwithstanding approval by Grantor, swimming pool fencing under no circumstances can be any further than fifteen (15) feet from the edge of the water, except on the side of the pool closet to the residence, where said fence may be up to twenty-five (25) feet from the edge of the water with the residence acting as the fourth side of the fence. No other fencing for any other purpose(including ornamental fences, hedges garden walls, three sided perimeter landscaping and similar devices) will be allowed.
- C) Developer specifically reserves the right to install rear lot fencing (10 ft. trees)dividing the Subdivision from lots contained in any adjoining subdivision.
- D) Grantor shall have the right to refuse to approve any such plans and specifications which are not suitable or desirable in its opinion for aesthetic or other reasons; and in so passing upon such plans and specifications, it shall have the right to take into consideration the suitability of the proposed building to the site upon which it is proposed, 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 residential section, and if a disagreement on the points set forth in the paragraph should arise, the decision of the Grantor shall control.
- E) However, in the event the Grantor shall have failed to approve or disapprove such plans and location you must have written approval from the Board of Directors ,

Plymouth Commons Homeowners Association, after the same shall have been delivered to the Grantor, then such approval will not be required, provided, provided the plans and location on the lot conform to, or are in harmony with existing structures in the Subdivision, these restrictions, and zoning law applicable thereto.

Article III as amended, Section 24 is hereby deleted in its entirety. The following is substituted in its place and stead.

“Section 24. ASSIGNMENT OF GRANTOR’S RIGHTS:

Grantor may assign or transfer any or all rights, privileges and duties of supervision, approval and control in connection with these restrictions which are reserved herein to the Grantor to the Association upon the execution and recording of appropriate instruments of assignment by the Grantor, said Association shall thereupon have and exercise all rights reserved to the Grantor, and the Grantor shall be fully released and discharged from further obligations and responsibilities in connection therewith. Provided further that the Grantor reserves the right of Architectural Control to him, his heirs, successors and assigns, under paragraph 17(A),(B),(C), (D), and (E) Section 24, until such time as construction has been completed on Eighty (80%)percent of the lots in said subdivision.

Article III, as amended, Section 26 are hereby redeclared in their entirety and without change or amendment.

Articles IV, V and VI are hereby redeclared in their entirety without change or amendment.

IN WITNESS WHEREOF, the parties set their hand and seal the day and year first above written.

WITNESSED BY:

(Signed)  
Nancy M. Parmentier

(Signed)  
Karen S. Squier

State of Michigan

County of Oakland

GRANTOR:  
PLYMOUTH LAND DEVELOPMENT, CO.,  
a Michigan corporation,  
By: (Signed)  
Raymond L. Cousineau  
Vice President



The forgoing instruments was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 1996, by Raymond L. Cousineau, the duly elected Vice-President of Plymouth Land Development Company, a Michigan corporation, on behalf of the corporation.

(signed)

Notary Public Oakland County,  
Michigan 6-7-95 Livingston County  
Acting in Oakland County