

BLOOMFIELD CROSSING SUBDIVISIONDECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS is made as of this 8th day of May, 1989, by RESOURCE DEVELOPMENT GROUP III, a Michigan limited partnership, whose address is 200 East Long Lake Road, Suite 115, Bloomfield Hills, MI 48013 (hereinafter referred to as the "Grantor"), based upon the following recitals:

A. Grantor was the proprietor of a plat of a subdivision known as "Bloomfield Crossing Subdivision," a subdivision of part of the northwest  $\frac{1}{4}$  of Section 11, Town 2 North, Range 10 East, Bloomfield Township, Oakland County, Michigan, containing Lots numbered 1 through 44 inclusive (hereinafter referred to as the "Subdivision").

B. The said Plat of the Subdivision has been duly approved by the proper governmental authorities, and has been recorded in the office of the Register of Deeds for Oakland County, in Liber 185, Pages 5 through 7, on May 10, 1985.

C. It is the purpose and intention of this Declaration that all of the lots in the Subdivision, whose owners agree to subject their lots to this Declaration, shall be subject to reservations, easements, use and building restrictions provided to establish a general plan of uniform restrictions in respect to the Subdivision, to insure the purchasers of lots in the Subdivision the use of their lots for attractive residential purposes, to secure to each lot owner full benefit and enjoyment of his home, and to preserve the general character of the neighborhood.

D. Grantor has previously sold and conveyed all of the lots in the Subdivision.

E. Grantor intends this Declaration to apply to only those lots whose owners agree to subject their lots to the terms and conditions of this Declaration.

NOW, THEREFORE, Grantor hereby declares that, with respect to each lot whose owners thereof agree to subject their lot to this Declaration, the following general restrictions are covenants running with the land, and shall be binding upon the heirs, personal representatives, successors and assigns of Grantor, and on the present owners of lots located in the Subdivision, for the time and in the manner specified herein:

1. Uses of the Properties.

(a) All lots in the Subdivision shall be used for residence purposes only, and no building of any kind whatsoever shall be erected, re-erected, moved or maintained thereon, except private dwellings and appurtenant buildings (as hereinafter provided). Such dwellings shall be designed and erected for occupation by, and shall be occupied by, one single family. A private, architecturally related and attached garage for the sole use of the owner or occupant of the lot upon which a dwelling house is

erected may also be erected and maintained in accordance with the terms and provisions of this Declaration. For the purposes of this Declaration, the term "family" shall mean one person or a group of two or more persons, living together and inter-related by bonds of consanguinity, marriage or legal adoption. The term family shall also include foster children, gratuitous guests and domestic servants. Grantor may permit the occupation of a dwelling by persons not constituting a family as defined herein, provided that it finds that such occupancy will not be detrimental to the purposes sought to be obtained by the restrictions set forth in this Declaration.

(b) Notwithstanding the limitations on uses set forth in subparagraph (a) above, Grantor hereby reserves the right for itself, its agents or sales representatives and/or any builder or builders designated by Grantor to occupy and use any house or temporary building built in or moved onto any lot in the Subdivision as a sales office for sales of lots and/or houses, until such time that all of the lots and/or houses built in the Subdivision have been sold.

2. Improvement of Lots.

(a) No building or other structure shall be constructed, erected or maintained, nor shall any additions, changes or alterations to any building or structure be made (except interior alterations) unless and until the plans and specifications therefor shall have been submitted to and approved in writing by Grantor, in the manner set forth in subparagraph (b) below. In addition, no swimming pool, fence, garden wall, deck, landscaping, patio screen, tennis court, dog run, pool enclosure, or similar other devices and/or structures shall be constructed unless and until the plans and specifications therefor shall have been submitted to and approved in writing by Grantor, in the manner set forth in subparagraph (b) below. Any and all construction of the buildings, structures, and other items set forth in this subparagraph (a) (hereinafter collectively referred to as the "Improvements") shall be completed in accordance with the plans and specifications which are ultimately approved by Grantor. Copies of all plans and specifications, as finally approved, shall be delivered to Grantor for its permanent file.

(b) Any and all plans and specifications required pursuant to subparagraph (a) above shall be prepared by a competent architect, and shall show the nature, kind, shape, height, materials, color scheme, and location of the Improvements to be constructed upon the subject property. Grantor shall have the right to refuse to approve any such plans or specifications which it determines, in its sole discretion, to be not suitable or desirable for aesthetic or other reasons; and in so passing upon such plans and specifications, Grantor shall have the right to take into consideration the suitability of the proposed Improvements on the site upon which they are proposed to be erected,

and the harmony as planned in view of the appearance from adjacent or neighboring properties. Grantor shall also have the right to specify the materials to be used in the construction of any Improvements on the lots, and may require suitable screening of Improvements with adequate shrubs, landscape materials and other modifications. It is understood and agreed that the purpose of this subparagraph is to cause the Subdivision to develop into a beautiful, harmonious, private residential area, and if any disagreement arises with respect to the provisions or applications of this subparagraph, then the decision of Grantor shall control and be conclusive upon the parties.

(c) In the event that Grantor shall fail to approve, conditionally approve, or disapprove of any plans and specifications required to be submitted pursuant to subparagraph (a) above within thirty (30) days from the date on which the same shall have been delivered to Grantor, in form acceptable to Grantor for review, then such approval will not be required as a condition precedent to construction of the Improvements set forth therein, provided that the plans and specifications (and all construction based upon such plans and specifications) conform to the restrictions set forth in this Declaration and all applicable zoning laws, and are otherwise in harmony with the existing Improvements constructed on the lots in the Subdivision.

(d) Notwithstanding anything contained in this Declaration to the contrary, no plans or specifications shall be approved, and no construction of any Improvements (other than those Improvements otherwise expressly permitted elsewhere under this Declaration) upon any of the lots in the Subdivision shall be performed, except in accordance with the following covenants and restrictions:

- (i) no old buildings may be moved onto any lot in the Subdivision, and no used materials (except reclaimed brick) may be used in the construction of any buildings or structures in the Subdivision;
- (ii) all residential structures shall have finished exteriors of brick, stone, wood, or any combination thereof. Visible exteriors of cement, slag or cinder block, asbestos siding, concrete, or imitation brick are expressly prohibited. Aluminum or vinyl siding shall be permitted only along the rear walls of any residential structure, and along those portions of any side walls of any residential structure that are above the first story above ground;
- (iii) no dwelling shall be permitted on any lot in the Subdivision unless such dwelling contains at least one thousand nine hundred (1,900) square feet of living area, in the case of a one level dwelling, or two thousand four hundred (2,400) square feet of living area, in the case of a multi-level dwelling. For the purposes hereof, "living area" shall include the actual area within the outer surfaces of the exterior walls of the dwelling, except for any garage, basement, unheated porch, breezeway, or entranceway;

- (iv) any garage constructed upon a lot in the Subdivision shall be attached (either directly or by use of a covered breezeway) and architecturally related to the dwelling constructed on such lot. No garage door shall face the street on which the dwelling fronts, without the express written waiver of this restriction by Grantor. Every garage shall provide space for the parking of at least two (2) automobiles. Carports are specifically prohibited in the Subdivision;
- (v) no building or structure shall be erected on any lot in the Subdivision nearer to any front, side, or rear lot line than is allowed by applicable zoning ordinance, as modified by any variance already obtained by Grantor prior to the date hereof with respect to the Subdivision;
- (vi) no fence, wall, or solid hedge may be erected, grown or maintained in front of or along the front building line of any lots; provided, however, that with the prior written permission of Grantor a low ornamental fence along the front lot line, in architectural harmony with the design of the house, may be erected, if, in the opinion of Grantor, the same is aesthetically desirable. The side lot line of each corner lot in the Subdivision 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 hereinabove provided for front building lines;
- (vii) no fence, wall, or solid hedge may be erected, grown, or maintained on or along the side lines of any lot, and/or along the rear line of any lot and/or anywhere on said lot which is more than four (4) feet in height or, without the prior written permission of Grantor, extended forward or beyond the front building line. No wire fence shall be permitted on any of the lots in said subdivision. Permanent fences shall be of such masonry materials as are approved by Grantor, or of wood construction, and the design of all fences must be approved by Grantor, prior to installation. If a particular condition arises in which fencing beyond the four (4) foot height, or of a material other than those herein specified is desirable, a request for permission to increase the height or to use such other material shall be submitted to Grantor, and it shall have the right to grant such permission, if, in its opinion, a variance from the provisions of subparagraph (vii) of this Paragraph 2 is desirable; and
- (viii) the design, material, color and construction of all mailboxes, newspaper holders and their stands must be approved by Grantor prior to their erection. They must also be properly maintained and kept of sightly appearance.

(e) Grantor, by appropriate instrument in writing may designate a person, firm, or corporation to perform such of its duties and obligations as it shall specify, which designation shall be revocable at the will, whim or caprice of Grantor.

### 3. Landscaping.

Upon the completion of a residence on any of the lots in the Subdivision, the owner thereof, (and the word "owner", as used in this connection, is



intended to mean the party who purchases a residence from the builder thereof and each subsequent purchaser), shall cause the lot owned by him to be finish-graded and seeded or sodded and suitably landscaped as soon after completion as weather permits. All landscaping in the Subdivision shall be of an aesthetically pleasing nature and plans therefore be submitted for approval pursuant to Paragraph 2 above, and shall be well maintained at all times. It is the purpose of this Paragraph to cause the Subdivision to develop into a beautiful, harmonious, private residential area.

4. Animals.

(a) No fowl or livestock shall be kept or harbored on any of the said lots. No animals shall be kept or maintained on any lot, excepting household pets for the use by the owner and members of his family. No animals shall be kept on the premises for any commercial purpose. Household pet shall have such care as not to be objectionable or offensive on account of noise, odor or unsanitary conditions.

(b) Any dog kept by an owner or occupant on any premises in the Subdivision shall be kept at all times when outside of the residence either on a leash or in a dog run or pen, and shall not be allowed to run loose or unattended. Dog runs or pens shall not exceed 150 square feet in area and shall be located only in the rear of, and attached to, the residence and shall not project past the side walls of said residence so as to extend into either side yard. Any dog run or pen installed by an owner shall be maintained in a clean and sanitary condition by such owner.

(c) No owner or occupant of any premises in the Subdivision shall use or permit or suffer his or their invitees or guests to harm or kill any wild fowl in the Subdivision at any time.

5. Vehicular Ingress and Egress to Lots.

Vehicular ingress and egress to any lot which is located adjacent to Square Lake Road shall not be permitted from Square Lake Road, nor shall such lots have driveways that intersect Square Lake Road.

6. Buildings in Drainage Easements.

No building structure shall be erected or placed within any drainage easement.

No buildings may be constructed or maintained over or on any easements; provided, however, after utilities have been installed, such areas may be seeded or sodded. All other planting or lot line improvements of any type over or on said easements shall be allowed only upon prior written approval of the Grantor, and only so long as they do not interfere with, obstruct, hinder, or impair the drainage plan of the

Subdivision, and so long as access be granted, without charge or liability for damages, for the maintenance of the utilities, underground drainage lines so installed, surface drainage swales and/or for the installation of additional facilities.

Easements shall be and are hereby reserved to Grantor for the possible erection, maintenance, repair, alterations, improvements and replacement of subdivision entrances, walls, gates, signs and ornamental lights and matter, and of sprinkling systems on, over and through such lands near the entrance of the Subdivision, as shall be subsequently designated by Grantor.

7. Prohibited Vehicles and Structures.

(a) No housetrailers, commercial vehicles, cars under repair or restoration, boat trailers, camping vehicles, pickup campers or any portion thereof or camping trailers may be parked on or stored on any lot in the Subdivision, unless stored fully enclosed within an attached garage. Commercial vehicles and trucks shall not be parked in the Subdivision, or on any lot therein, except while making normal deliveries or pickups in the normal course of business.

(b) Trailers, tents, shacks, barns, storage sheds, whether permanent or temporary, or any other temporary building of any description whatsoever, are expressly prohibited within the Subdivision and no temporary residence shall be permitted in unfinished residential buildings.

(c) Antennae visible from the exterior of any dwelling.

(d) The provisions of this Paragraph shall not apply to the Grantor, or any builder which it may designate, during the construction period or during such periods as any residence may be used for model or display purposes.

8. General Conditions.

(a) No lot shall be used or maintained nor permitted to be used as a dumping ground for rubbish, trash, garbage or other waste, and the same shall not be kept, except in sanitary containers properly concealed from public view. Garbage containers shall not be left at the road for more than twenty-four (24) hours in any one week. The Grantor shall have the right, but not the obligation, to properly maintain any vacant lot and remove unsightly growth therefrom and in such event it shall be the obligation of the owner of such lot or lots to promptly reimburse the cost thereof and failure so to do shall create a lien against such lot or lots for the recovery of such sums.

(b) No laundry shall be hung for drying out of doors.

(c) Any debris resulting from the construction and/or the destruction, in whole or in part, of any dwelling, building or improvements on any lot in the Subdivision shall be removed (within forty-eight [48] hours, weather permitting, of issuance

of temporary or final certificate of occupancy or final acceptance of any permit therefor by the appropriate governmental authority, whichever occurs first), from such lot and property in order to preserve the sightly condition of the Subdivision.

(d) The grade, slope and/or contour of any lot or lots in the Subdivision may not be changed without the written consent of Grantor. This restriction is intended to prevent interference with the master drainage plans, stability of slopes and contours of the Subdivision.

(e) Except for the Drainage and Retention Basin (as hereinafter defined) and a dog pen or run as described in Paragraph 4(b) above, no fence shall be erected or maintained within the Subdivision, except as provided in this Declaration.

(f) No outside compressors for central air conditioning units or other similar machinery may be located other than in the rear yard and within five (5) feet of the rear wall of the residence and shall not project past the side walls of said residence so as to extend into either side yard. Any such air conditioning units or similar machinery located at the side of any residence must be concealed from public view by landscaping or a screening material approved by Grantor. No "through the wall" air conditioners may be installed on the front or side wall of any building in the Subdivision.

(g) No swimming pool may be higher than one (1) foot above the existing lot grade. No temporary or permanent above ground pools shall be permitted.

(h) Basketball backboards or baskets in the Subdivision may be installed only in the rear yard or side yard.

(i) No owner of any premises in the Subdivision shall use nor shall he permit or suffer an occupant of the premises which he owns, or his or their invitees or guests, to use any B-B guns, firearms, air rifles, pellet guns, bow and arrow, sling shot, or any other weapon of any kind in the Subdivision.

9. Lease Restrictions.

No owners of any of said lots shall lease and/or sublet less than the whole of any dwellings.

10. Signs.

No signs or billboards shall be placed, erected or maintained on any lot in the Subdivision, except as permitted by the Township of Bloomfield ordinance. The provisions of this Paragraph shall not apply to such signs as may be installed or erected on any lot by Grantor, or any builder which it may designate during the construction period, or during such periods as any residence may be used as a model or for display purposes or to a subdivision entrance sign(s).

11. Violations.

Violation of any restriction or condition or breach of any covenant or agreement herein contained shall give Grantor, its successors and assigns, in addition to all other remedies provided by law, the right to enter upon the land upon which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any structure, building, thing or condition that may be, or exist contrary to the intent and meaning of the provisions thereof, and Grantor shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal. It shall be the obligation of the lot owner to reimburse Grantor for such costs and failure to do so shall create a lien against such land for the recovery of such sums.

12. Maintenance of Subdivision Entrances, Gates, Etc.

(a) The design, color, construction, type of material, on any entranceways, gates, walls, fences, lights and any other ornamental structures which Grantor may hereafter install in the Subdivision, if any, at its own expense, and the design and material used in any landscaping installed on or around any of the aforementioned Improvements which may be provided by Grantor, shall not be changed without the express prior written consent of Grantor, nor shall any additions be made thereto without its prior written consent. No assignment or transfer of Grantor's rights or powers made pursuant to the provisions of Paragraph 12 hereof shall give any other entity the right to approve such changes or additions, such right being expressly reserved to Grantor, unless it shall expressly and specifically assign and transfer the same.

(b) The Subdivision's entrances, gates, walls, fences, ornamental lights and any ornamental structures, if any, which may be erected by Grantor in the Subdivision, and the landscaping on or around any of the items hereinbefore enumerated, and any sprinkling systems installed thereon shall be maintained, repaired, replaced when necessary, and kept landscaped by the owners of all lots in the Subdivision, all in such a manner as is consistent with the maintenance of high standards in a beautiful, private residential community, and the owners of all lots in the Subdivision shall bear the cost of such maintenance, repair, replacement and landscaping in the same proportion as the number of lots which each such owner owns bears to the total number of lots in the Subdivision, which cost will be assessed against each lot owner by the Grantor and which assessment will become a legal obligation of the lot owner and a lien against the lot owned by any lot owner who has not paid such assessment within thirty (30) days after such assessment has been levied.

(c) The drainage and retention pond located in the area more particularly described on Exhibit A, attached hereto and made a part hereof (hereinafter



"Drainage and Retention Pond") which is used by the Subdivision for drainage and retention purposes and the landscaping on or around the Drainage and Retention Pond, shall be maintained, repaired, replaced (if necessary) and kept landscaped by the owners of all lots in the Subdivision and such owners shall bear the cost of such maintenance, repair, replacement and landscaping in the same proportion as the number of lots that each such owner owns bears to the total number of lots in the Subdivision. Such cost will be assessed against such lot owner by the Grantor and such assessment shall become a legal obligation of the lot owner and a lien against the lot owned by any lot owner who has not paid such assessment within thirty (30) days after such assessment has been levied. Grantor shall have the right to dedicate the Drainage and Retention Pond to the appropriate governmental authority for continued use and maintenance by such governmental authority and, in any event, shall have the right to allow such governmental authority to maintain the flow of the Drainage and Retention Pond.

13. Assignment or Transfer of Rights and Powers and Subdivision Association.

Any or all of the rights, duties, responsibilities and powers, titles, easements and estates hereby reserved or given to Grantor, including the right and power to approve or disapprove any use, act, proposed action or any other matter or thing, may be assigned by Grantor or its successors to any corporation, and by any such other assignee corporation, to any association composed of the owners of the property in said Subdivision. Any such assignment or transfer shall be made by appropriate instrument, in writing, in which the assignee or transferees shall join for the purpose of evidencing its or their consent to the acceptance of such powers and rights, and such assignee or transferee shall thereupon have the same rights and powers, and be subject to the same obligations and duties as herein given and reserved to and assumed by Grantor in connection with rights, powers and easements so assigned, and such instrument, when executed by such assignee or transferee, shall without further act, release said Grantor from the obligation and duties in connection therewith. In the event Grantor incorporates a Michigan nonprofit corporation to serve as a homeowners' association for the Subdivision, or for the Subdivision, Bloomfield Crossing Subdivision No. 2, and/or Bloomfield Crossing Subdivision No. 3, then any sale or purchase of any lot in the Subdivision shall be subject to the Bylaws and Articles of Incorporation for such association, and by acquiring any lot in the Subdivision each owner thereof shall automatically become a member of such association (subject to the terms and conditions of the Bylaws and Articles of Incorporation) and agrees to abide by such Bylaws and Articles of Incorporation.

14. Applicability to Lots in the Subdivision and Incorporation with other Subdivisions.

Notwithstanding anything to the contrary hereinabove contained, it is acknowledged by Grantor that Grantor does not own any of the lots in the Subdivision and therefore this Declaration shall have no force or effect whatsoever with respect to any lot in the Subdivision unless and until the owner(s) thereof agree and consent to subject their lot to this Declaration. Grantor has developed and subdivided additional land within the northwest ¼ Section 11, Town 2 North, Range 10 East, Township of Bloomfield, Oakland County, Michigan, known as Bloomfield Crossing Subdivision No. 2. Such other subdivision (to the extent the lots thereof are subject to the Declaration of Restrictions recorded in Liber 10372, Page 114, Oakland County Records) is hereby incorporated with the Subdivision as one development for the purpose of the interpretation and enforcement of these restrictions. Accordingly, these restrictions and those applicable to the lots in the other subdivision shall be considered to be reciprocal negative easements making the restrictions applicable herein enforceable by property owners in such other subdivision (to the extent the lots thereof are subject to the Declaration of Restrictions recorded in Liber 10372, Page 114, Oakland County Records) and restrictions applicable to the lots in such other subdivision enforceable by property owners of the Subdivision.

Should the Grantor develop and subdivide additional land within the northwest ¼ Section 11, Town 2 North, Range 10 East, Township of Bloomfield, Oakland County, Michigan, or develop and/or subdivide in its own name or in cooperation with any other persons any land adjacent or contiguous thereto, and subject such new subdivision or subdivisions to restrictions in the form herein imposed upon the Subdivision, said subdivisions may be incorporated within the Subdivision in one development for the purpose of the interpretation and enforcement of these restrictions, at the option of the Grantor. In such event, these restrictions and those applicable to the new development or subdivision shall be considered to be reciprocal negative easements thus making the restrictions applicable herein enforceable by property owners in the new land and restrictions applicable to said new land enforceable by property owners of the Subdivision.

15. Severability of Provisions.

Invalidation of any of the covenants, conditions or limitations in this instrument contained, by judgment or court order, shall in no wise affect any of the other covenants, conditions and limitations which shall remain in full force and effect.

16. Non-Waiver.

The failure of Grantor, or the other entity to which it may have assigned or transferred its right and powers hereunder to enforce any of the terms, provisions, covenants and restrictions of this Declaration of Restrictions, shall not constitute a waiver by Grantor, or its aforesaid assignee, of such terms, provisions, covenants and restrictions, and shall not affect or impair the right of Grantor and/or its aforesaid at any time thereafter to enforce the same.

17. Binding Effect.

The covenants herein contained shall be binding upon the heirs, devisees, legatees, executors, administrators, assigns and successors of the respective parties hereto, and upon all purchasers and future owners of lots comprising the Subdivision, and shall inure to the benefit of Grantor, its successors and such entities to which it may assign any or all of the rights, privileges and powers hereby reserved and granted to Grantor.

18. Notices.

Where notices or approvals are required to be given or obtained, the same shall not be effective or binding unless in writing and forwarded by certified or registered mail.

IN WITNESS WHEREOF, RESOURCE DEVELOPMENT GROUP III,  
a Michigan limited partnership, Grantor, has caused these presents to be executed on  
this 8th day of May, 1989.

WITNESSES:

Chris B. Heaphy  
CHRIS B. HEAPHY  
Laurence E. Winkur  
LAURENCE E. WINKUR

RESOURCE DEVELOPMENT GROUP III,  
a Michigan limited partnership

By: Alan M. Kiriluk  
Alan M. Kiriluk, General Partner

And: NORTHEAST PROPERTIES, INC.,  
a Michigan corporation,  
a General Partner

Chris B. Heaphy  
CHRIS B. HEAPHY  
Laurence E. Winkur  
LAURENCE E. WINKUR

By: Douglas Winkworth  
Douglas Winkworth, President

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

On this 8<sup>th</sup> day of May, 1989, before me personally appeared DOUGLAS WINKWORTH, who, being by me duly sworn did say that he is the President of NORTHEND PROPERTIES, INC., a Michigan corporation, and that the said instrument was signed on behalf of said corporation by authority of its Board of Directors; and the said President acknowledged the said instrument to be the free act and deed of said corporation.

Teresa L. Dreer  
Notary Public, Oakland County, MI  
My Commission Expires: TERESA L. DREER  
Notary Public, Macomb County, MI  
My Commission Expires Mar. 30, 1993  
Acting in Oakland County, MI

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of May, 1989, by ALAN M. KIRILUK, General Partner of RESOURCE DEVELOPMENT GROUP III, a Michigan limited partnership, on behalf of the Partnership.

Teresa L. Dreer  
Notary Public, Oakland County, MI  
My Commission Expires: TERESA L. DREER  
Notary Public, Macomb County, MI  
My Commission Expires Mar. 30, 1993  
Acting in Oakland County, MI

Drafted by and when  
recorded, return to:

Laurence E. Winokur, Esq.  
Miro Miro and Weiner  
500 N. Woodward Avenue  
Suite 200  
Bloomfield Hills, MI 48013

EXHIBIT A

109514677

A PART OF THE NORTHWEST 1/4 OF SECTION 11, T-2-N., R-10-E., BLOOMFIELD TOWNSHIP, OAKLAND COUNTY, MICHIGAN MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 11, THE FOLLOWING TWO COURSES BEING ALONG THE NORTH-SOUTH 1/4 LINE OF SECTION 11, (1) S. 01° 57' 46" E., 1,334.87 FEET, AND (2) S. 01° 59' 36" E., 525.60 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE CONTINUING S. 01° 59' 36" E., 214.30 FEET; THENCE S. 49° 09' 16" W., 134.92 FEET; THENCE S. 59° 02' 11" W., 58.31 FEET; THENCE N. 79° 52' 31" W., 56.89 FEET; THENCE N. 19° 56' 05" W., 57.89 FEET; THENCE N. 01° 59' 36" W., 118.00 FEET; THENCE N. 39° 51' 56" E., 101.16 FEET; THENCE N. 65° 35' 39" E., 175.27 FEET TO THE POINT OF BEGINNING. COUPLED WITH AN 18 FOOT WIDE DRAINAGE EASEMENT, THE CENTERLINE OF WHICH IS DESCRIBED AS: COMMENCING AT THE ABOVE MENTIONED POINT OF BEGINNING, THENCE S. 89° 00' 00" W., 122.10 FEET TO THE POINT OF BEGINNING OF SAID 18 FOOT WIDE EASEMENT, THENCE S. 01° 59' 36" E., 52.47 FEET TO THE POINT OF ENDING, SAID ENDING POINT BEING ON THE NORTHERLY LINE OF THE ABOVE DESCRIBED AREA FOR SURFACE DRAINAGE AND RETENTION.

BLOOMFIELD CROSSING SUBDIVISION NO. 2DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS is made as of this 54 day of April, 1988, by RESOURCE DEVELOPMENT GROUP III, a Michigan limited partnership, whose address is 200 East Long Lake Road, Suite 115, Bloomfield Hills, MI 48013 (hereinafter referred to as the "Grantor"), based upon the following recitals:

H#36 REG/DEEDS PAID  
0001 APR.12.88 03:26PM  
3827 MISC 33.00

A. Grantor is the proprietor of a plat of a subdivision known as "Bloomfield Crossing Subdivision No. 2", a subdivision of part of the northwest  $\frac{1}{4}$  of Section 11, Town 2 North, Range 10 East, Bloomfield Township, Oakland County, Michigan, containing Lots numbered 45 through 84 inclusive (hereinafter referred to as the "Subdivision").

B. The said Plat of the Subdivision has been duly approved by the proper governmental authorities, and has been recorded in the office of the Register of Deeds for Oakland County, in Liber 191, Pages 28 through 33, on February 4, 1987.

C. It is the purpose and intention of this Declaration that all of the lots in the Subdivision shall be conveyed by Grantor subject to reservations, easements, use and building restrictions provided to establish a general plan of uniform restrictions in respect to the Subdivision, to insure the purchasers of lots in the Subdivision the use of their lots for attractive residential purposes, to secure to each lot owner full benefit and enjoyment of his home, and to preserve the general character of the neighborhood.

D. Grantor is the owner of all lots contained in the Subdivision except those lots listed on Exhibit A, attached hereto and made a part hereof.

NOW, THEREFORE, Grantor hereby declares that the following general restrictions are covenants running with the land, and shall be binding upon the heirs, personal representatives, successors and assigns of Grantor, and on the Grantees of those lots located in the Subdivision which are owned by Grantor as of the date hereof, for the time and in the manner specified herein:

1. Uses of the Properties.

(a) All lots in the Subdivision shall be used for residence purposes only, and no building of any kind whatsoever shall be erected, re-erected, moved or maintained thereon, except private dwellings and appurtenant buildings (as hereinafter provided. Such dwellings shall be designed and erected for occupation by, and shall be occupied by, one single family. A private, architecturally related and attached garage for the sole use of the owner or occupant of the lot upon which a dwelling house is erected may also be erected and maintained in accordance with the terms and provisions

19-11-171-0000 EX

DMB

of this Declaration. For the purposes of this Declaration, the term "family" shall mean one person or a group of two or more persons, living together and inter-related by bonds of consanguinity, marriage or legal adoption. The term family shall also include foster children, gratuitous guests and domestic servants. Grantor may permit the occupation of a dwelling by persons not constituting a family as defined herein, provided that it finds that such occupancy will not be detrimental to the purposes sought to be obtained by the restrictions set forth in this Declaration.

(b) Notwithstanding the limitations on uses set forth in subparagraph (a) above, Grantor hereby reserves the right for itself, its agents or sales representatives and/or any builder or builders designated by Grantor to occupy and use any house or temporary building built in or moved onto any lot in the Subdivision as a sales office for sales of lots and/or houses, until such time that all of the lots and/or houses built in the Subdivision have been sold.

2. Improvement of Lots.

(a) No building or other structure shall be constructed, erected or maintained, nor shall any additions, changes or alterations to any building or structure be made (except interior alterations) unless and until the plans and specifications therefor shall have been submitted to and approved in writing by Grantor, in the manner set forth in subparagraph (b) below. In addition, no swimming pool, fence, garden wall, deck, landscaping, patio screen, tennis court, dog run, pool enclosure, or similar other devices and/or structures shall be constructed unless and until the plans and specifications therefor shall have been submitted to and approved in writing by Grantor, in the manner set forth in subparagraph (b) below. Any and all construction of the buildings, structures, and other items set forth in this subparagraph (a) (hereinafter collectively referred to as the "Improvements") shall be completed in accordance with the plans and specifications which are ultimately approved by Grantor. Copies of all plans and specifications, as finally approved, shall be delivered to Grantor for its permanent file.

(b) Any and all plans and specifications required pursuant to subparagraph (a) above shall be prepared by a competent architect, and shall show the nature, kind, shape, height, materials, color scheme, and location of the Improvements to be constructed upon the subject property. Grantor shall have the right to refuse to approve any such plans or specifications which it determines, in its sole discretion, to be not suitable or desirable for aesthetic or other reasons; and in so passing upon such plans and specifications, Grantor shall have the right to take into consideration the suitability of the proposed Improvements on the site upon which they are proposed to be erected,



and the harmony as planned in view of the appearance from adjacent or neighboring properties. Grantor shall also have the right to specify the materials to be used in the construction of any Improvements on the lots, and may require suitable screening of Improvements with adequate shrubs, landscape materials and other modifications. It is understood and agreed that the purpose of this subparagraph is to cause the Subdivision to develop into a beautiful, harmonious, private residential area, and if any disagreement arises with respect to the provisions or applications of this subparagraph, then the decision of Grantor shall control and be conclusive upon the parties.

(c) In the event that Grantor shall fail to approve, conditionally approve, or disapprove of any plans and specifications required to be submitted pursuant to subparagraph (a) above within thirty (30) days from the date on which the same shall have been delivered to Grantor, in form acceptable to Grantor for review, then such approval will not be required as a condition precedent to construction of the Improvements set forth therein, provided that the plans and specifications (and all construction based upon such plans and specifications) conform to the restrictions set forth in this Declaration and all applicable zoning laws, and are otherwise in harmony with the existing Improvements constructed on the lots in the Subdivision.

(d) Notwithstanding anything contained in this Declaration to the contrary, no plans or specifications shall be approved, and no construction of any Improvements (other than those Improvements otherwise expressly permitted elsewhere under this Declaration) upon any of the lots in the Subdivision shall be performed, except in accordance with the following covenants and restrictions:

- (i) no old buildings may be moved onto any lot in the Subdivision, and no used materials (except reclaimed brick) may be used in the construction of any buildings or structures in the Subdivision;
- (ii) all residential structures shall have finished exteriors of brick, stone, wood, or any combination thereof. Visible exteriors of cement, slag or cinder block, asbestos siding, concrete, or imitation brick are expressly prohibited. Aluminum or vinyl siding shall be permitted only along the rear walls of any residential structure, and along those portions of any side walls of any residential structure that are above the first story above ground;
- (iii) no dwelling shall be permitted on any lot in the Subdivision unless such dwelling contains at least one thousand nine hundred (1,900) square feet of living area, in the case of a one level dwelling, or two thousand four hundred (2,400) square feet of living area, in the case of a multi-level dwelling. For the purposes hereof, "living area" shall include the actual area within the outer surfaces of the exterior walls of the dwelling, except for any garage, basement, unheated porch, breezeway, or entranceway;

- (iv) any garage constructed upon a lot in the Subdivision shall be attached (either directly or by use of a covered breezeway) and architecturally related to the dwelling constructed on such lot. No garage door shall face the street on which the dwelling fronts, without the express written waiver of this restriction by Grantor. Every garage shall provide space for the parking of at least two (2) automobiles. Carports are specifically prohibited in the Subdivision;
- (v) no building or structure shall be erected on any lot in the Subdivision nearer to any front, side, or rear lot line than is allowed by applicable zoning ordinance, as modified by any variance already obtained by Grantor prior to the date hereof with respect to the Subdivision;
- (vi) no fence, wall, or solid hedge may be erected, grown or maintained in front of or along the front building line of any lots; provided, however, that with the prior written permission of Grantor a low ornamental fence along the front lot line, in architectural harmony with the design of the house, may be erected, if, in the opinion of Grantor, the same is aesthetically desirable. The side lot line of each corner lot in the Subdivision 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 hereinabove provided for front building lines;
- (vii) no fence, wall, or solid hedge may be erected, grown, or maintained on or along the side lines of any lot, and/or along the rear line of any lot and/or anywhere on said lot which is more than four (4) feet in height or, without the prior written permission of Grantor, extended forward or beyond the front building line. No wire fence shall be permitted on any of the lots in said subdivision. Permanent fences shall be of such masonry materials as are approved by Grantor, or of wood construction, and the design of all fences must be approved by Grantor, prior to installation. If a particular condition arises in which fencing beyond the four (4) foot height, or of a material other than those herein specified is desirable, a request for permission to increase the height or to use such other material shall be submitted to Grantor, and it shall have the right to grant such permission, if, in its opinion, a variance from the provisions of subparagraph (vii) of this Paragraph 2 is desirable; and
- (viii) the design, material, color and construction of all mailboxes, newspaper holders and their stands must be approved by Grantor prior to their erection. They must also be properly maintained and kept of sightly appearance.

(e) Grantor, by appropriate instrument in writing may designate a person, firm, or corporation to perform such of its duties and obligations as it shall specify, which designation shall be revocable at the will, whim or caprice of Grantor.

### 3. Landscaping.

Upon the completion of a residence on any of the lots in the Subdivision, the owner thereof, (and the word "owner", as used in this connection, is

intended to mean the party who purchases a residence from the builder thereof and each subsequent purchaser), shall cause the lot owned by him to be finish-graded and seeded or sodded and suitably landscaped as soon after completion as weather permits. All landscaping in the Subdivision shall be of an aesthetically pleasing nature and plans therefore be submitted for approval pursuant to Paragraph 2 above, and shall be well maintained at all times. It is the purpose of this Paragraph to cause the Subdivision to develop into a beautiful, harmonious, private residential area.

4. Animals.

(a) No fowl or livestock shall be kept or harbored on any of the said lots. No animals shall be kept or maintained on any lot, excepting household pets for the use by the owner and members of his family. No animals shall be kept on the premises for any commercial purpose. Household pet shall have such care as not to be objectionable or offensive on account of noise, odor or unsanitary conditions.

(b) Any dog kept by an owner or occupant on any premises in the Subdivision shall be kept at all times when outside of the residence either on a leash or in a dog run or pen, and shall not be allowed to run loose or unattended. Dog runs or pens shall not exceed 150 square feet in area and shall be located only in the rear of, and attached to, the residence and shall not project past the side walls of said residence so as to extend into either side yard. Any dog run or pen installed by an owner shall be maintained in a clean and sanitary condition by such owner.

(c) No owner or occupant of any premises in the Subdivision shall use or permit or suffer his or their invitees or guests to harm or kill any wild fowl in the Subdivision at any time.

5. Buildings in Drainage Easements.

No building structure shall be erected or placed within any drainage easement.

No buildings may be constructed or maintained over or on any easements; provided, however, after utilities have been installed, such areas may be seeded or sodded. All other planting or lot line improvements of any type over or on said easements shall be allowed only upon prior written approval of the Grantor, and only so long as they do not interfere with, obstruct, hinder, or impair the drainage plan of the Subdivision, and so long as access be granted, without charge or liability for damages, for the maintenance of the utilities, underground drainage lines so installed, surface drainage swales and/or for the installation of additional facilities.

Easements shall be and are hereby reserved to Grantor for the possible erection, maintenance, repair, alterations, improvements and replacement of

subdivision entrances, walls, gates, signs and ornamental lights and matter, and of sprinkling systems on, over and through such lands near the entrance of the Subdivision, as shall be subsequently designated by Grantor.

6. Prohibited Vehicles and Structures.

(a) No housetrainers, commercial vehicles, cars under repair or restoration, boat trailers, camping vehicles, pickup campers or any portion thereof or camping trailers may be parked on or stored on any lot in the Subdivision, unless stored fully enclosed within an attached garage. Commercial vehicles and trucks shall not be parked in the Subdivision, or on any lot therein, except while making normal deliveries or pickups in the normal course of business.

(b) Trailers, tents, shacks, barns, storage sheds, whether permanent or temporary, or any other temporary building of any description whatsoever, are expressly prohibited within the Subdivision and no temporary residence shall be permitted in unfinished residential buildings.

(c) Antennae visible from the exterior of any dwelling.

(d) The provisions of this Paragraph shall not apply to the Grantor, or any builder which it may designate, during the construction period or during such periods as any residence may be used for model or display purposes.

7. General Conditions.

(a) No lot shall be used or maintained nor permitted to be used as a dumping ground for rubbish, trash, garbage or other waste, and the same shall not be kept, except in sanitary containers properly concealed from public view. Garbage containers shall not be left at the road for more than twenty-four (24) hours in any one week. The Grantor shall have the right, but not the obligation, to properly maintain any vacant lot and remove unsightly growth therefrom and in such event it shall be the obligation of the owner of such lot or lots to promptly reimburse the cost thereof and failure so to do shall create a lien against such lot or lots for the recovery of such sums.

(b) No laundry shall be hung for drying out of doors.

(c) Any debris resulting from the construction and/or the destruction, in whole or in part, of any dwelling, building or improvements on any lot in the Subdivision shall be removed (within forty-eight [48] hours, weather permitting, of issuance of temporary or final certificate of occupancy or final acceptance of any permit therefor by the appropriate governmental authority, whichever occurs first), from such lot and property in order to preserve the sightly condition of the Subdivision.

(d) The grade, slope and/or contour of any lot or lots in the Subdivision may not be changed without the written consent of Grantor. This restriction

is intended to prevent interference with the master drainage plans, stability of slopes and contours of the Subdivision.

(e) Except for the Drainage and Retention Basin (as hereinafter defined) and a dog pen or run as described in Paragraph 4(b) above, no fence shall be erected or maintained within the Subdivision, except as provided in this Declaration.

(f) No outside compressors for central air conditioning units or other similar machinery may be located other than in the rear yard and within five (5) feet of the rear wall of the residence and shall not project past the side walls of said residence so as to extend into either side yard. Any such air conditioning units or similar machinery located at the side of any residence must be concealed from public view by landscaping or a screening material approved by Grantor. No "through the wall" air conditioners may be installed on the front or side wall of any building in the Subdivision.

(g) No swimming pool may be higher than one (1) foot above the existing lot grade. No temporary or permanent above ground pools shall be permitted.

(h) Basketball backboards or baskets in the Subdivision may be installed only in the rear yard or side yard.

(i) No owner of any premises in the Subdivision shall use nor shall he permit or suffer an occupant of the premises which he owns, or his or their invitees or guests, to use any B-B guns, firearms, air rifles, pellet guns, bow and arrow, sling shot, or any other weapon of any kind in the Subdivision.

#### 8. Lease Restrictions.

No owners of any of said lots shall lease and/or sublet less than the whole of any dwellings.

#### 9. Signs.

No signs or billboards shall be placed, erected or maintained on any lot in the Subdivision, except as permitted by the Township of Bloomfield ordinance. The provisions of this Paragraph shall not apply to such signs as may be installed or erected on any lot by Grantor, or any builder which it may designate during the construction period, or during such periods as any residence may be used as a model or for display purposes or to a subdivision entrance sign(s).

#### 10. Violations.

Violation of any restriction or condition or breach of any covenant or agreement herein contained shall give Grantor, its successors and assigns, in addition to all other remedies provided by law, the right to enter upon the land upon which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any structure, building, thing or condition that may be, or exist contrary

to the intent and meaning of the provisions thereof, and Grantor shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal. It shall be the obligation of the lot owner to reimburse Grantor for such costs and failure to do so shall create a lien against such land for the recovery of such sums.

11. Maintenance of Subdivision Entrances, Gates, Etc.

(a) The design, color, construction, type of material, on any entranceways, gates, walls, fences, lights and any other ornamental structures which Grantor may hereafter install in the Subdivision, if any, at its own expense, and the design and material used in any landscaping installed on or around any of the aforementioned Improvements which may be provided by Grantor, shall not be changed without the express prior written consent of Grantor, nor shall any additions be made thereto without its prior written consent. No assignment or transfer of Grantor's rights or powers made pursuant to the provisions of Paragraph 11 hereof shall give any other entity the right to approve such changes or additions, such right being expressly reserved to Grantor, unless it shall expressly and specifically assign and transfer the same.

(b) The Subdivision's entrances, gates, walls, fences, ornamental lights and any ornamental structures, if any, which may be erected by Grantor in the Subdivision, and the landscaping on or around any of the items hereinbefore enumerated, and any sprinkling systems installed thereon shall be maintained, repaired, replaced when necessary, and kept landscaped by the owners of all lots in the Subdivision, all in such a manner as is consistent with the maintenance of high standards in a beautiful, private residential community, and the owners of all lots in the Subdivision shall bear the cost of such maintenance, repair, replacement and landscaping in the same proportion as the number of lots which each such owner owns bears to the total number of lots in the Subdivision, which cost will be assessed against each lot owner by the Grantor and which assessment will become a legal obligation of the lot owner and a lien against the lot owned by any lot owner who has not paid such assessment within thirty (30) days after such assessment has been levied.

(c) The drainage and retention pond located in the area more particularly described on Exhibit B, attached hereto and made a part hereof (hereinafter "Drainage and Retention Pond") which is used by the Subdivision for drainage and retention purposes and the landscaping on or around the Drainage and Retention Pond, shall be maintained, repaired, replaced (if necessary) and kept landscaped by the owners of all lots in the Subdivision and such owners shall bear the cost of such maintenance, repair, replacement and landscaping in the same proportion as the number of lots that each such owner owns bears to the total number of lots in the Subdivision. Such cost will

be assessed against such lot owner by the Grantor and such assessment shall become a legal obligation of the lot owner and a lien against the lot owned by any lot owner who has not paid such assessment within thirty (30) days after such assessment has been levied. Grantor shall have the right to dedicate the Drainage and Retention Pond to the appropriate governmental authority for continued use and maintenance by such governmental authority and, in any event, shall have the right to allow such governmental authority to maintain the flow of the Drainage and Retention Pond.

12. Assignment or Transfer of Rights and Powers and Subdivision Association.

Any or all of the rights, duties, responsibilities and powers, titles, easements and estates hereby reserved or given to Grantor, including the right and power to approve or disapprove any use, act, proposed action or any other matter or thing, may be assigned by Grantor or its successors to any corporation, and by any such other assignee corporation, to any association composed of the owners of the property in said Subdivision. Any such assignment or transfer shall be made by appropriate instrument, in writing, in which the assignee or transferees shall join for the purpose of evidencing its or their consent to the acceptance of such powers and rights, and such assignee or transferee shall thereupon have the same rights and powers, and be subject to the same obligations and duties as herein given and reserved to and assumed by Grantor in connection with rights, powers and easements so assigned, and such instrument, when executed by such assignee or transferee, shall without further act, release said Grantor from the obligation and duties in connection therewith.

13. Extension to Additional Lots and Subdivisions.

Notwithstanding anything to the contrary hereinabove contained, it is acknowledged by Grantor that certain lots contained in the Subdivision have been previously conveyed to third parties. These lots are set forth on Exhibit A. The reservations, easements and building and use restrictions contained herein shall not apply to any of said lots unless and until the owners thereof have executed and recorded with the Oakland County Register of Deeds a Consent (in the form attached hereto as Exhibit C) acknowledging that any such lot is to be bound by such reservations, easements and building and use restrictions.

Should the Grantor develop and subdivide additional land within the northwest  $\frac{1}{4}$  Section 11, Town 2 North, Range 10 East, Township of Bloomfield, Oakland County, Michigan, or develop and/or subdivide in its own name or in cooperation with any other persons any land adjacent or contiguous thereto, and subject such new subdivision or subdivisions to restrictions in the form herein imposed upon the Subdivision, said subdivisions may be incorporated within the Subdivision in one development for the

purpose of the interpretation and enforcement of these restrictions, at the option of the Grantor. Should the Grantor elect to exercise this option, it shall so provide in the Declaration of Restrictions applicable to said new subdivision or subdivisions. In such event, these restrictions and those applicable to the new development or subdivision shall be considered to be reciprocal negative easements thus making the restrictions applicable herein enforceable by property owners in the new land and restrictions applicable to said new land enforceable by property owners of the subdivision.

14. Severability of Provisions.

Invalidation of any of the covenants, conditions or limitations in this instrument contained, by judgment or court order, shall in no wise affect any of the other covenants, conditions and limitations which shall remain in full force and effect.

15. Non-Waiver.

The failure of Grantor, or the other entity to which it may have assigned or transferred its right and powers hereunder to enforce any of the terms, provisions, covenants and restrictions of this Declaration of Restrictions, shall not constitute a waiver by Grantor, or its aforesaid assignee, of such terms, provisions, covenants and restrictions, and shall not affect or impair the right of Grantor and/or its aforesaid at any time thereafter to enforce the same.

16. Binding Effect.

The covenants herein contained shall be binding upon the heirs, devisees, legatees, executors, administrators, assigns and successors of the respective parties hereto, and upon all purchasers and future owners of lots comprising the Subdivision, and shall inure to the benefit of Grantor, its successors and such entities to which it may assign any or all of the rights, privileges and powers hereby reserved and granted to Grantor.

17. Notices.

Where notices or approvals are required to be given or obtained, the same shall not be effective or binding unless in writing and forwarded by certified or registered mail.

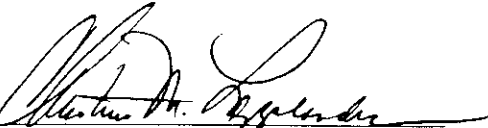


IN WITNESS WHEREOF, RESOURCE DEVELOPMENT GROUP III,  
a Michigan limited partnership, Grantor, has caused these presents to be executed on  
this 5th day of April, 1988.

WITNESSES:

RESOURCE DEVELOPMENT GROUP III,  
a Michigan limited partnership

By:   
Alan M. Kiriluk, General Partner

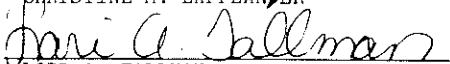
  
CHRISTINE M. LAPPLANDER

  
LORI A. TALLMAN

And: NORTHEAD PROPERTIES, INC.,  
a Michigan corporation,  
a General Partner

By:   
Douglas W. Newworth, President

  
CHRISTINE M. LAPPLANDER

  
LORI A. TALLMAN

STATE OF MICHIGAN     )  
                                  ) ss.  
COUNTY OF OAKLAND    )

On this 5th day of April, 1988, before me personally appeared DOUGLAS WINKWORTH, who, being by me duly sworn did say that he is the President of NORTHEEND PROPERTIES, INC., a Michigan corporation, and that the said instrument was signed on behalf of said corporation by authority of its Board of Directors; and the said President acknowledged the said instrument to be the free act and deed of said corporation.

Barbara A. Vandermeer  
Notary Public, Oakland County, MI  
My Commission Expires:

BARBARA A. VANDERMEER  
Notary Public, Macomb County, MI  
My Commission Expires Nov. 14, 1989

STATE OF MICHIGAN     )  
                                  ) ss.  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this 5th day of April, 1988, by ALAN M. KIRILUK, General Partner of RESOURCE DEVELOPMENT GROUP III, a Michigan limited partnership, on behalf of the Partnership.

Barbara A. Vandermeer  
Notary Public, Oakland County, MI  
My Commission Expires:

BARBARA A. VANDERMEER  
Notary Public, Macomb County, MI  
My Commission Expires Nov. 14, 1989

Drafted by and when  
recorded, return to:

Laurence E. Winokur, Esq.  
Miro Miro and Weiner  
500 N. Woodward Avenue  
Suite 200  
Bloomfield Hills, MI 48013

EXHIBIT A

LOTS CONTAINED WITHIN THE BLOOMFIELD CROSSING SUBDIVISION NO. 2  
WHICH ARE NOT OWNED BY GRANTOR AS OF THE DATE HEREOF:

45	68
46	69
51	71
54	72
55	73
60	74
62	77
64	79
65	81

EXHIBIT "B"

A PART OF THE NORTHWEST 1/4 OF SECTION 11, T-2-N., R-10-E., BLOOMFIELD TOWNSHIP, OAKLAND COUNTY, MICHIGAN MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 11, THE FOLLOWING TWO COURSES BEING ALONG THE NORTH-SOUTH 1/4 LINE OF SECTION 11, (1) S. 01° 57' 46" E., 1,334.87 FEET, AND (2) S. 01° 59' 36" E., 525.60 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE CONTINUING S. 01° 59' 36" E., 214.30 FEET; THENCE S. 49° 09' 16" W., 134.92 FEET; THENCE S. 59° 02' 11" W., 58.31 FEET; THENCE N. 79° 52' 31" W., 56.89 FEET; THENCE N. 19° 56' 05" W., 57.89 FEET; THENCE N. 01° 59' 36" W., 118.00 FEET; THENCE N. 39° 51' 56" E., 101.16 FEET; THENCE N. 65° 35' 39" E., 175.27 FEET TO THE POINT OF BEGINNING. COUPLED WITH AN 18 FOOT WIDE DRAINAGE EASEMENT, THE CENTERLINE OF WHICH IS DESCRIBED AS: COMMENCING AT THE ABOVE MENTIONED POINT OF BEGINNING, THENCE S. 89° 00' 00" W., 122.10 FEET TO THE POINT OF BEGINNING OF SAID 18 FOOT WIDE EASEMENT, THENCE S. 01° 59' 36" E., 52.47 FEET TO THE POINT OF ENDING, SAID ENDING POINT BEING ON THE NORTHERLY LINE OF THE ABOVE DESCRIBED AREA FOR SURFACE DRAINAGE AND RETENTION.

EXHIBIT CCONSENT OF PROPERTY OWNER TO DECLARATION OF RESTRICTIONS  
AS TO BLOOMFIELD CROSSING SUBDIVISION NO. 2

The undersigned being the owners of Lot \_\_\_\_\_ of the Bloomfield Crossing Subdivision, according to the plat thereof recorded in the Office of the Register of Deeds for Oakland County, in Liber 191, at Pages 28 through 33, on February 4, 1987, do hereby acknowledge and agree that the general restrictions set forth in that certain Declaration of Restrictions made by Resource Development Group III, a Michigan limited partnership, on \_\_\_\_\_, 1988, and recorded on \_\_\_\_\_, 1988, in Liber \_\_\_\_\_, at Pages \_\_\_\_\_ - \_\_\_\_\_, Oakland County Records are binding on said Lot \_\_\_\_\_ of Bloomfield Crossing Subdivision No. 2 and shall be covenants running with the land and shall be binding upon the heirs, representatives, successors and assigns of the undersigned.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

STATE OF MICHIGAN     )  
                                  ) ss.  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1988, by \_\_\_\_\_ and \_\_\_\_\_ who acknowledged that they executed the same as their free act and deed.

\_\_\_\_\_  
Notary Public, Oakland County, MI  
My Commission Expires:

CONSENT OF PROPERTY OWNERS TO DECLARATION OF RESTRICTIONS  
AS TO BLOOMFIELD CROSSING SUBDIVISION

The undersigned being the owners of Lots 1, 2, 5, 10, 14, 15, 17, 18,  
20, 21, 23, 25, 26, 33, 42 and 44  
of the Bloomfield Crossing Subdivision, according to the plat thereof recorded in the  
Office of the Register of Deeds for Oakland County, Michigan, in Liber 185, at Pages 5  
through 7, on May 10, 1985, do hereby acknowledge and agree that the general  
restrictions set forth in that certain Declaration of Restrictions made by Resource  
Development Group III, a Michigan limited partnership, a copy of which is attached  
hereto, are binding on said Lots 1, 2, 5, 10, 14, 15, 17, 18, 20, 21,  
23, 25, 26, 33, 42 and 44 of Bloomfield  
Crossing Subdivision and shall be covenants running with the land and shall be binding  
upon the heirs, representatives, successors and assigns of the undersigned. Any other lot  
owners in the Bloomfield Crossing Subdivision can in the future subject their lot to such  
Declaration of Restrictions by executing and recording a consent form whereby they  
consent to subject their lot to the general restrictions set forth in the attached  
Declaration of Restrictions.

43125

185005

WITNESSES:

6492 REG/DEEDS PAID  
0001 JUN.21.89 03:27PM  
43125 MICH 19-11-129-0149.00

Lot 25 19-11-129-0149.00

Chris Heaphy  
CHRIS HEAPHY  
Teresa L. Dreer  
TERESA L. DREER

Richard H. Higgins  
DET. Ross Wiggins  
Richard H. Higgins  
RICHARD H. HIGGINS

Lot 44 19-11-126-004  
Casadei Building Company, Inc., a  
Michigan Corporation

Chris Heaphy  
CHRIS HEAPHY  
Teresa L. Dreer  
TERESA L. DREER

By: Robert Casadei  
ROBERT CASADEI VICE PRES.

Lot 2 19-11-127-002

Chris Heaphy  
CHRIS HEAPHY  
Teresa L. Dreer  
TERESA L. DREER

Robert Casadei  
Adelle Casadei  
ADELLE CASADEI

Lot 21 19-11-129-013

Chris Heaphy  
CHRIS HEAPHY  
Teresa L. Dreer  
TERESA L. DREER

Sebastiano Casadei  
SEBASTIANO CASADEI  
Teresa Casadei  
TERESA CASADEI

49.00  
L

Ent 19-11-127-000

O.K. - RR

*C. Heaphy*  
CHRIS HEAPHY  
*Teresa L. Dreer*  
TERESA L. DREER

*C. Heaphy*  
CHRIS HEAPHY  
*Teresa L. Dreer*  
TERESA L. DREER

*C. Heaphy*  
CHRIS HEAPHY  
*Teresa L. Dreer*  
TERESA L. DREER

*C. Heaphy*  
CHRIS HEAPHY  
*Teresa L. Dreer*  
TERESA L. DREER

*C. Heaphy*  
CHRIS HEAPHY  
*Teresa L. Dreer*  
TERESA L. DREER

*C. Heaphy*  
CHRIS HEAPHY  
*Teresa L. Dreer*  
TERESA L. DREER

*C. Heaphy*  
CHRIS HEAPHY  
*Teresa L. Dreer*  
TERESA L. DREER

*C. Heaphy*  
CHRIS HEAPHY  
*Teresa L. Dreer*  
TERESA L. DREER

*C. Heaphy*  
CHRIS HEAPHY  
*Teresa L. Dreer*  
TERESA L. DREER

Lot 42 ✓ 19-11-126-002  
*Thom O. Russell*  
THOMAS O. RUSSELL

*Barbara E. Russell*  
BARBARA E. RUSSELL

Lot 10 ✓ 19-11-129-002  
*Mary L. Marvel Nelson*  
MARY L. MARVEL NELSON

*Paul Gary Nelson*  
PAUL GARY NELSON

Lot 20 ✓ 19-11-129-012  
*Horacio G. Lardo*  
HORACIO G. LARDO

*Jann C. Lardo*  
JANN C. LARDO

Lot 26 ✓ 19-11-129-018  
*Wannee Shaw*  
(WANNEE SHAW)  
*William B. Shaw*  
(WILLIAM B. SHAW)

Lot 23 ✓ 19-11-129-015  
*Elio Nacinovich*  
ELIO NACINOVICH  
*Irene Nacinovich*  
IRENE NACINOVICH

Lot 18 ✓ 19-11-129-018  
*Paul R. Henley*  
PAUL R. HENLEY

*Meredith M. Henley*  
MEREDITH M. HENLEY

Lot 14 ✓ 19-11-129-006  
*Robert DePietro*  
ROBERT DEPIETRO

*Linda DePietro*  
LINDA DEPIETRO

Lot 5 ✓ 19-11-127-005  
*Kay Bussey*  
KAY BUSSEY

*Dexter M. Bussey*  
DEXTER M. BUSSEY

Lot 1 ✓ 19-11-127-001  
*Leslie A. Treter*  
LESLIE A. TRETER

*John T. Treter*  
JOHN T. TRETER

UNIT 109511657

*C. Heaphy*  
CHRIS HEAPHY  
*Teresa L. Dreer*  
TERESA L. DREER

*C. Heaphy*  
CHRIS HEAPHY  
*Teresa L. Dreer*  
TERESA L. DREER

Lot 17 19-11-129-009

*G. Findling*  
G.M. Findling  
*Gloria J. Findling*  
GLORIA J. FINDLING

Lot 15 19-11-129-007

*A.D. Varavadekar*  
A.D. VARAVADEKAR  
*Barbara Varavadekar*  
BARBARA VARAVADEKAR

Lot

Lot

Lot

Lot

Lot

Lot

Lot



LIB 109511658

Lot

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 1st day of June, 1989, by Both Rose Wiggins and Richard H. Wiggins who acknowledged that they executed the same as their free act and deed.

Teresa L. Dreer  
Notary Public, Oakland County, MI  
My Commission Expires:

TERESA L. DREER  
Notary Public, Macomb County, MI  
My Commission Expires Mar. 30, 1993  
Acting in Oakland County, MI

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 3rd day of June, 1989, by Robert Casadei and the Vice President of Casadei Building Company, Inc., a Michigan corporation, on behalf of said corporation.

Teresa L. Dreer  
Notary Public, Oakland County, MI  
My Commission Expires:

TERESA L. DREER  
Notary Public, Macomb County, MI  
My Commission Expires Mar. 30, 1993  
Acting in Oakland County, MI

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 3rd day of June, 1989, by Robert Casadei and Adele Casadei who acknowledged that they executed the same as their free act and deed.

Teresa L. Dreer  
Notary Public, Oakland County, MI  
My Commission Expires:

TERESA L. DREER  
Notary Public, Macomb County, MI  
My Commission Expires Mar. 30, 1993  
Acting in Oakland County, MI

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 3rd day of June, 1989, by Sebastiano Casadei and Teresa Casadei who acknowledged that they executed the same as their free act and deed.

Teresa L. Dreer  
Notary Public, Oakland County, MI  
My Commission Expires:

TERESA L. DREER  
Notary Public, Macomb County, MI  
My Commission Expires Mar. 30, 1993  
Acting in Oakland County, MI

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 3rd day of June, 1989, by Thomas D. Russell and Barbara E. Russell who acknowledged that they executed the same as their free act and deed.

Teresa L. Dreer  
Notary Public, Oakland County, MI  
My Commission Expires:

TERESA L. DREER  
Notary Public, Macomb County, MI  
My Commission Expires Mar. 30, 1993  
Acting in Oakland County, MI

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

109514659

The foregoing instrument was acknowledged before me this 3rd day of June, 1989, by Mary L. Marvel Nelson and Paul Gary Nelson who acknowledged that they executed the same as their free act and deed.

Teresa L. Dreer  
Notary Public, Oakland County, MI  
My Commission Expires:

TERESA L. DREER  
Notary Public, Macomb County, MI  
My Commission Expires Mar. 30, 1993  
Acting in Oakland County, MI

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 10th day of June, 1989, by Horacio G. Lardo and Jann C. Lardo who acknowledged that they executed the same as their free act and deed.

Teresa L. Dreer  
Notary Public, Oakland County, MI  
My Commission Expires:

TERESA L. DREER  
Notary Public, Macomb County, MI  
My Commission Expires Mar. 30, 1993  
Acting in Oakland County, MI

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 10th day of June, 1989, by Wannee Shaw and William B. Shaw who acknowledged that they executed the same as their free act and deed.

Teresa L. Dreer  
Notary Public, Oakland County, MI  
My Commission Expires:

TERESA L. DREER  
Notary Public, Macomb County, MI  
My Commission Expires Mar. 30, 1993  
Acting in Oakland County, MI

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 10th day of June, 1989, by Elio Nacinovich and Irene Nacinovich who acknowledged that they executed the same as their free act and deed.

Teresa L. Dreer  
Notary Public, Oakland County, MI  
My Commission Expires:

TERESA L. DREER  
Notary Public, Macomb County, MI  
My Commission Expires Mar. 30, 1993  
Acting in Oakland County, MI

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 10th day of June, 1989, by Paul R. Henley and Meredith M. Henley who acknowledged that they executed the same as their free act and deed.

Teresa L. Dreer  
Notary Public, Oakland County, MI  
My Commission Expires:

TERESA L. DREER  
Notary Public, Macomb County, MI  
My Commission Expires Mar. 30, 1993  
Acting in Oakland County, MI

LIBER 10951660

STATE OF MICHIGAN )  
 ) ss.  
 COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of June, 1989, by Robert Depietro and Linda Depietro who acknowledged that they executed the same as their free act and deed.

Teresa L. Dreer  
 Notary Public, Oakland County, MI  
 My Commission Expires:

TERESA L. DREER  
 Notary Public, Macomb County, MI  
 My Commission Expires Mar. 30, 1993  
 Acting in Oakland County, MI

STATE OF MICHIGAN )  
 ) ss.  
 COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of June, 1989, by Kay Bussey and Dexter M. Bussey who acknowledged that they executed the same as their free act and deed.

Teresa L. Dreer  
 Notary Public, Oakland County, MI  
 My Commission Expires:

TERESA L. DREER  
 Notary Public, Macomb County, MI  
 My Commission Expires Mar. 30, 1993  
 Acting in Oakland County, MI

STATE OF MICHIGAN )  
 ) ss.  
 COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of June, 1989, by Leslie A. Treier and John T. Treier who acknowledged that they executed the same as their free act and deed.

Teresa L. Dreer  
 Notary Public, Oakland County, MI  
 My Commission Expires:

TERESA L. DREER  
 Notary Public, Macomb County, MI  
 My Commission Expires Mar. 30, 1993  
 Acting in Oakland County, MI

STATE OF MICHIGAN )  
 ) ss.  
 COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of June, 1989, by L.M. Findling and Gloria J. Findling who acknowledged that they executed the same as their free act and deed.

Teresa L. Dreer  
 Notary Public, Oakland County, MI  
 My Commission Expires:

TERESA L. DREER  
 Notary Public, Macomb County, MI  
 My Commission Expires Mar. 30, 1993  
 Acting in Oakland County, MI

STATE OF MICHIGAN )  
 ) ss.  
 COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of June, 1989, by A.D. Varavadekar and Barbara Varavadekar who acknowledged that they executed the same as their free act and deed.

Teresa L. Dreer  
 Notary Public, Oakland County, MI  
 My Commission Expires:

TERESA L. DREER  
 Notary Public, Macomb County, MI  
 My Commission Expires Mar. 30, 1993  
 Acting in Oakland County, MI

LIBR 109517661

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_  
, 1989, by \_\_\_\_ and \_\_\_\_  
who acknowledged that they executed the same as their free act and deed.

\_\_\_\_\_  
Notary Public, Oakland County, MI  
My Commission Expires: \_\_\_\_\_

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_  
, 1989, by \_\_\_\_ and \_\_\_\_  
who acknowledged that they executed the same as their free act and deed.

\_\_\_\_\_  
Notary Public, Oakland County, MI  
My Commission Expires: \_\_\_\_\_

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_  
, 1989, by \_\_\_\_ and \_\_\_\_  
who acknowledged that they executed the same as their free act and deed.

\_\_\_\_\_  
Notary Public, Oakland County, MI  
My Commission Expires: \_\_\_\_\_

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_  
, 1989, by \_\_\_\_ and \_\_\_\_  
who acknowledged that they executed the same as their free act and deed.

\_\_\_\_\_  
Notary Public, Oakland County, MI  
My Commission Expires: \_\_\_\_\_

Drafted by and when  
recorded return to:

Laurence E. Winokur  
Miro Miro & Weiner  
500 North Woodward Avenue  
Suite 200  
Bloomfield Hills, MI 48013

CONSENT OF PROPERTY OWNERS TO DECLARATION OF RESTRICTIONS  
AS TO BLOOMFIELD CROSSING SUBDIVISION

The undersigned being the owners of Lot# #33  
565 Foxhall Ct. Blmf Hls. 48013 of the Bloomfield Crossing Subdivision,  
 according to the plat thereof recorded in the Office of the Register of Deeds for Oakland  
 County, Michigan, in Liber 185, at Pages 5 through 7, on May 10, 1985, do hereby  
 acknowledge and agree that the general restrictions set forth in that certain Declaration  
 of Restrictions made by Resource Development Group III, a Michigan limited partnership,  
 a copy of which is attached hereto, are binding on said Lot# #33  
565 Foxhall Ct Blmf Hls. Mi 48013 of Bloomfield Crossing  
 Subdivision and shall be covenants running with the land and shall be binding upon the  
 heirs, representatives, successors and assigns of the undersigned. Any other lot owners in  
 the Bloomfield Crossing Subdivision can in the future subject their lot to such  
 Declaration of Restrictions by executing and recording a consent form whereby they  
 consent to subject their lot to the general restrictions set forth in the attached  
 Declaration of Restrictions.

+ WITNESSES (as to all signatures):

Chris Heaphy  
 CHRIS HEAPHY  
Teresa L. Dreer  
 TERESA L. DREER

Lot #33 19-11-128-008  
Peter Spino  
 Peter Spino  
Rebecca M. Spino  
 Rebecca M. Spino

Lot \_\_\_\_\_

Lot \_\_\_\_\_

Lot \_\_\_\_\_

Lot 33

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 6th day of June, 1989, by Peter Spiro and Rebecca Spiro who acknowledged that they executed the same as their free act and deed.

MICHELLE A. HUGGINS  
Notary Public, Oakland County, Michigan  
My Commission Expires April 17, 1993

Michelle A. Huggins  
Notary Public, Oakland County, MI  
My Commission Expires:

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_, 1989, by \_\_\_\_ and \_\_\_\_ who acknowledged that they executed the same as their free act and deed.

\_\_\_\_\_  
Notary Public, Oakland County, MI  
My Commission Expires:

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_, 1989, by \_\_\_\_ and \_\_\_\_ who acknowledged that they executed the same as their free act and deed.

\_\_\_\_\_  
Notary Public, Oakland County, MI  
My Commission Expires:

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_, 1989, by \_\_\_\_ and \_\_\_\_ who acknowledged that they executed the same as their free act and deed.

\_\_\_\_\_  
Notary Public, Oakland County, MI  
My Commission Expires:

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_, 1989, by \_\_\_\_ and \_\_\_\_ who acknowledged that they executed the same as their free act and deed.

\_\_\_\_\_  
Notary Public, Oakland County, MI  
My Commission Expires:

**BLOOMFIELD CROSSING SUBDIVISION NO. 3****DECLARATION OF RESTRICTIONS**

THIS DECLARATION OF RESTRICTIONS is made as of this 11<sup>th</sup> day of May, 1989, by RESOURCE DEVELOPMENT GROUP III, a Michigan limited partnership, whose address is 200 East Long Lake Road, Suite 115, Bloomfield Hills, MI 48013 (hereinafter referred to as the "Grantor"), based upon the following recitals:

A. Grantor is the proprietor of a plat of a subdivision known as "Bloomfield Crossing Subdivision No. 3", a subdivision of part of the northwest  $\frac{1}{4}$  of Section 11, Town 2 North, Range 10 East, Bloomfield Township, Oakland County, Michigan, containing Lots numbered 85 through 131 inclusive (hereinafter referred to as the "Subdivision").

B. The said Plat of the Subdivision has been duly approved by the proper governmental authorities, and has been recorded in the office of the Register of Deeds for Oakland County, in Liber 207, Pages 14 through 15.

C. It is the purpose and intention of this Declaration that all of the lots in the Subdivision shall be conveyed by Grantor subject to reservations, easements, use and building restrictions provided to establish a general plan of uniform restrictions in respect to the Subdivision, to insure the purchasers of lots in the Subdivision the use of their lots for attractive residential purposes, to secure to each lot owner full benefit and enjoyment of his home, and to preserve the general character of the neighborhood.

NOW, THEREFORE, Grantor hereby declares that the following general restrictions are covenants running with the land, and shall be binding upon the heirs, personal representatives, successors and assigns of Grantor, and on the Grantees of those lots located in the Subdivision which are owned by Grantor as of the date hereof, for the time and in the manner specified herein:

1. Uses of the Properties.

(a) All lots in the Subdivision shall be used for residence purposes only, and no building of any kind whatsoever shall be erected, re-erected, moved or maintained thereon, except private dwellings and appurtenant buildings (as hereinafter provided. Such dwellings shall be designed and erected for occupation by, and shall be occupied by, one single family. A private, architecturally related and attached garage for the sole use of the owner or occupant of the lot upon which a dwelling house is erected may also be erected and maintained in accordance with the terms and provisions of this Declaration. For the purposes of this Declaration, the term "family" shall mean one person or a group of two or more persons, living together and inter-related by bonds of consanguinity, marriage or legal adoption. The term family shall also include foster

19-11-128-000 - Bloomfield Crossing Sub #3

lots 85-131

207014

O.K. — LM

children, gratuitous guests and domestic servants. Grantor may permit the occupation of a dwelling by persons not constituting a family as defined herein, provided that it finds that such occupancy will not be detrimental to the purposes sought to be obtained by the restrictions set forth in this Declaration.

(b) Notwithstanding the limitations on uses set forth in subparagraph (a) above, Grantor hereby reserves the right for itself, its agents or sales representatives and/or any builder or builders designated by Grantor to occupy and use any house or temporary building built in or moved onto any lot in the Subdivision as a sales office for sales of lots and/or houses, until such time that all of the lots and/or houses built in the Subdivision have been sold.

2. Improvement of Lots.

(a) No building or other structure shall be constructed, erected or maintained, nor shall any additions, changes or alterations to any building or structure be made (except interior alterations) unless and until the plans and specifications therefor shall have been submitted to and approved in writing by Grantor, in the manner set forth in subparagraph (b) below. In addition, no swimming pool, fence, garden wall, deck, landscaping, patio screen, tennis court, dog run, pool enclosure, or similar other devices and/or structures shall be constructed unless and until the plans and specifications therefor shall have been submitted to and approved in writing by Grantor, in the manner set forth in subparagraph (b) below. Any and all construction of the buildings, structures, and other items set forth in this subparagraph (a) (hereinafter collectively referred to as the "Improvements") shall be completed in accordance with the plans and specifications which are ultimately approved by Grantor. Copies of all plans and specifications, as finally approved, shall be delivered to Grantor for its permanent file.

(b) Any and all plans and specifications required pursuant to subparagraph (a) above shall be prepared by a competent architect, and shall show the nature, kind, shape, height, materials, color scheme, and location of the Improvements to be constructed upon the subject property. Grantor shall have the right to refuse to approve any such plans or specifications which it determines, in its sole discretion, to be not suitable or desirable for aesthetic or other reasons; and in so passing upon such plans and specifications, Grantor shall have the right to take into consideration the suitability of the proposed Improvements on the site upon which they are proposed to be erected, and the harmony as planned in view of the appearance from adjacent or neighboring properties. Grantor shall also have the right to specify the materials to be used in the construction of any Improvements on the lots, and may require suitable screening of Improvements with adequate shrubs, landscape materials and other modifications. It is



understood and agreed that the purpose of this subparagraph is to cause the Subdivision to develop into a beautiful, harmonious, private residential area, and if any disagreement arises with respect to the provisions or applications of this subparagraph, then the decision of Grantor shall control and be conclusive upon the parties.

(c) In the event that Grantor shall fail to approve, conditionally approve, or disapprove of any plans and specifications required to be submitted pursuant to subparagraph (a) above within thirty (30) days from the date on which the same shall have been delivered to Grantor, in form acceptable to Grantor for review, then such approval will not be required as a condition precedent to construction of the Improvements set forth therein, provided that the plans and specifications (and all construction based upon such plans and specifications) conform to the restrictions set forth in this Declaration and all applicable zoning laws, and are otherwise in harmony with the existing Improvements constructed on the lots in the Subdivision.

(d) Notwithstanding anything contained in this Declaration to the contrary, no plans or specifications shall be approved, and no construction of any Improvements (other than those Improvements otherwise expressly permitted elsewhere under this Declaration) upon any of the lots in the Subdivision shall be performed, except in accordance with the following covenants and restrictions:

- (i) no old buildings may be moved onto any lot in the Subdivision, and no used materials (except reclaimed brick) may be used in the construction of any buildings or structures in the Subdivision;
- (ii) all residential structures shall have finished exteriors of brick, stone, wood, or any combination thereof. Visible exteriors of cement, slag or cinder block, asbestos siding, concrete, or imitation brick are expressly prohibited. Aluminum or vinyl siding shall be permitted only along the rear walls of any residential structure, and along those portions of any side walls of any residential structure that are above the first story above ground;
- (iii) no dwelling shall be permitted on any lot in the Subdivision unless such dwelling contains at least one thousand nine hundred (1,900) square feet of living area, in the case of a one level dwelling, or two thousand four hundred (2,400) square feet of living area, in the case of a multi-level dwelling. For the purposes hereof, "living area" shall include the actual area within the outer surfaces of the exterior walls of the dwelling, except for any garage, basement, unheated porch, breezeway, or entranceway;
- (iv) any garage constructed upon a lot in the Subdivision shall be attached (either directly or by use of a covered breezeway) and architecturally related to the dwelling constructed on such lot. No garage door shall face the street on which the dwelling fronts, without the express written waiver of this restriction by Grantor. Every garage shall provide space for the parking of at least two (2) automobiles. Carports are specifically prohibited in the Subdivision;

- (v) no building or structure shall be erected on any lot in the Subdivision nearer to any front, side, or rear lot line than is allowed by applicable zoning ordinance, as modified by any variance already obtained by Grantor prior to the date hereof with respect to the Subdivision;
- (vi) no fence, wall, or solid hedge may be erected, grown or maintained in front of or along the front building line of any lots; provided, however, that with the prior written permission of Grantor a low ornamental fence along the front lot line, in architectural harmony with the design of the house, may be erected, if, in the opinion of Grantor, the same is aesthetically desirable. The side lot line of each corner lot in the Subdivision 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 hereinabove provided for front building lines;
- (vii) no fence, wall, or solid hedge may be erected, grown, or maintained on or along the side lines of any lot, and/or along the rear line of any lot and/or anywhere on said lot which is more than four (4) feet in height or, without the prior written permission of Grantor, extended forward or beyond the front building line. No wire fence shall be permitted on any of the lots in said subdivision. Permanent fences shall be of such masonry materials as are approved by Grantor, or of wood construction, and the design of all fences must be approved by Grantor, prior to installation. If a particular condition arises in which fencing beyond the four (4) foot height, or of a material other than those herein specified is desirable, a request for permission to increase the height or to use such other material shall be submitted to Grantor, and it shall have the right to grant such permission, if, in its opinion, a variance from the provisions of subparagraph (vii) of this Paragraph 2 is desirable; and
- (viii) the design, material, color and construction of all mailboxes, newspaper holders and their stands must be approved by Grantor prior to their erection. They must also be properly maintained and kept of sightly appearance.

(e) Grantor, by appropriate instrument in writing may designate a person, firm, or corporation to perform such of its duties and obligations as it shall specify, which designation shall be revocable at the will, whim or caprice of Grantor.

### 3. Landscaping.

Upon the completion of a residence on any of the lots in the Subdivision, the owner thereof, (and the word "owner", as used in this connection, is intended to mean the party who purchases a residence from the builder thereof and each subsequent purchaser), shall cause the lot owned by him to be finish-graded and seeded or sodded and suitably landscaped as soon after completion as weather permits. All landscaping in the Subdivision shall be of an aesthetically pleasing nature and plans therefore be submitted for approval pursuant to Paragraph 2 above, and shall be well maintained at all times. It is the purpose of this Paragraph to cause the Subdivision to develop into a beautiful, harmonious, private residential area.

4. Animals.

(a) No fowl or livestock shall be kept or harbored on any of the said lots. No animals shall be kept or maintained on any lot, excepting household pets for the use by the owner and members of his family. No animals shall be kept on the premises for any commercial purpose. Household pet shall have such care as not to be objectionable or offensive on account of noise, odor or unsanitary conditions.

(b) Any dog kept by an owner or occupant on any premises in the Subdivision shall be kept at all times when outside of the residence either on a leash or in a dog run or pen, and shall not be allowed to run loose or unattended. Dog runs or pens shall not exceed 150 square feet in area and shall be located only in the rear of, and attached to, the residence and shall not project past the side walls of said residence so as to extend into either side yard. Any dog run or pen installed by an owner shall be maintained in a clean and sanitary condition by such owner.

(c) No owner or occupant of any premises in the Subdivision shall use or permit or suffer his or their invitees or guests to harm or kill any wild fowl in the Subdivision at any time.

5. Buildings in Drainage Easements.

No building structure shall be erected or placed within any drainage easement.

No buildings may be constructed or maintained over or on any easements; provided, however, after utilities have been installed, such areas may be seeded or sodded. All other planting or lot line Improvements of any type over or on said easements shall be allowed only upon prior written approval of the Grantor, and only so long as they do not interfere with, obstruct, hinder, or impair the drainage plan of the Subdivision, and so long as access be granted, without charge or liability for damages, for the maintenance of the utilities, underground drainage lines so installed, surface drainage swales and/or for the installation of additional facilities.

Easements shall be and are hereby reserved to Grantor for the possible erection, maintenance, repair, alterations, improvements and replacement of subdivision entrances, walls, gates, signs and ornamental lights and matter, and of sprinkling systems on, over and through such lands near the entrance of the Subdivision, as shall be subsequently designated by Grantor.

6. Prohibited Vehicles and Structures.

(a) No housetrailers, commercial vehicles, cars under repair or restoration, boat trailers, camping vehicles, pickup campers or any portion thereof or camping trailers may be parked on or stored on any lot in the Subdivision, unless stored

fully enclosed within an attached garage. Commercial vehicles and trucks shall not be parked in the Subdivision, or on any lot therein, except while making normal deliveries or pickups in the normal course of business.

(b) Trailers, tents, shacks, barns, storage sheds, whether permanent or temporary, or any other temporary building of any description whatsoever, are expressly prohibited within the Subdivision and no temporary residence shall be permitted in unfinished residential buildings.

(c) Antennae visible from the exterior of any dwelling.

(d) The provisions of this Paragraph shall not apply to the Grantor, or any builder which it may designate, during the construction period or during such periods as any residence may be used for model or display purposes.

7. General Conditions.

(a) No lot shall be used or maintained nor permitted to be used as a dumping ground for rubbish, trash, garbage or other waste, and the same shall not be kept, except in sanitary containers properly concealed from public view. Garbage containers shall not be left at the road for more than twenty-four (24) hours in any one week. The Grantor shall have the right, but not the obligation, to properly maintain any vacant lot and remove unsightly growth therefrom and in such event it shall be the obligation of the owner of such lot or lots to promptly reimburse the cost thereof and failure so to do shall create a lien against such lot or lots for the recovery of such sums.

(b) No laundry shall be hung for drying out of doors.

(c) Any debris resulting from the construction and/or the destruction, in whole or in part, of any dwelling, building or Improvements on any lot in the Subdivision shall be removed (within forty-eight [48] hours, weather permitting, of issuance of temporary or final certificate of occupancy or final acceptance of any permit therefor by the appropriate governmental authority, whichever occurs first), from such lot and property in order to preserve the sightly condition of the Subdivision.

(d) The grade, slope and/or contour of any lot or lots in the Subdivision may not be changed without the written consent of Grantor. This restriction is intended to prevent interference with the master drainage plans, stability of slopes and contours of the Subdivision.

(e) Except for the Drainage and Retention Basin (as hereinafter defined) and a dog pen or run as described in Paragraph 4(b) above, no fence shall be erected or maintained within the Subdivision, except as provided in this Declaration.

(f) No outside compressors for central air conditioning units or other similar machinery may be located other than in the rear yard and within five (5)



feet of the rear wall of the residence and shall not project past the side walls of said residence so as to extend into either side yard. Any such air conditioning units or similar machinery located at the side of any residence must be concealed from public view by landscaping or a screening material approved by Grantor. No "through the wall" air conditioners may be installed on the front or side wall of any building in the Subdivision.

(g) No swimming pool may be higher than one (1) foot above the existing lot grade. No temporary or permanent above ground pools shall be permitted.

(h) Basketball backboards or baskets in the Subdivision may be installed only in the rear yard or side yard.

(i) No owner of any premises in the Subdivision shall use nor shall he permit or suffer an occupant of the premises which he owns, or his or their invitees or guests, to use any B-B guns, firearms, air rifles, pellet guns, bow and arrow, sling shot, or any other weapon of any kind in the Subdivision.

8. Lease Restrictions.

No owners of any of said lots shall lease and/or sublet less than the whole of any dwellings.

9. Signs.

No signs or billboards shall be placed, erected or maintained on any lot in the Subdivision, except as permitted by the Township of Bloomfield ordinance. The provisions of this Paragraph shall not apply to such signs as may be installed or erected on any lot by Grantor, or any builder which it may designate during the construction period, or during such periods as any residence may be used as a model or for display purposes or to a subdivision entrance sign(s).

10. Violations.

Violation of any restriction or condition or breach of any covenant or agreement herein contained shall give Grantor, its successors and assigns, in addition to all other remedies provided by law, the right to enter upon the land upon which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any structure, building, thing or condition that may be, or exist contrary to the intent and meaning of the provisions thereof, and Grantor shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal. It shall be the obligation of the lot owner to reimburse Grantor for such costs and failure to do so shall create a lien against such land for the recovery of such sums.

11. Maintenance of Subdivision Entrances, Gates, Etc.

(a) The design, color, construction, type of material, on any entranceways, gates, walls, fences, lights and any other ornamental structures which

Grantor may hereafter install in the Subdivision, if any, at its own expense, and the design and material used in any landscaping installed on or around any of the aforementioned Improvements which may be provided by Grantor, shall not be changed without the express prior written consent of Grantor, nor shall any additions be made thereto without its prior written consent. No assignment or transfer of Grantor's rights or powers made pursuant to the provisions of Paragraph 11 hereof shall give any other entity the right to approve such changes or additions, such right being expressly reserved to Grantor, unless it shall expressly and specifically assign and transfer the same.

(b) The Subdivision's entrances, gates, walls, fences, ornamental lights and any ornamental structures, if any, which may be erected by Grantor in the Subdivision, and the landscaping on or around any of the items hereinbefore enumerated, and any sprinkling systems installed thereon shall be maintained, repaired, replaced when necessary, and kept landscaped by the owners of all lots in the Subdivision, all in such a manner as is consistent with the maintenance of high standards in a beautiful, private residential community, and the owners of all lots in the Subdivision shall bear the cost of such maintenance, repair, replacement and landscaping in the same proportion as the number of lots which each such owner owns bears to the total number of lots in the Subdivision, which cost will be assessed against each lot owner by the Grantor and which assessment will become a legal obligation of the lot owner and a lien against the lot owned by any lot owner who has not paid such assessment within thirty (30) days after such assessment has been levied.

(c) The drainage and retention pond located in the area more particularly described on Exhibit A, attached hereto and made a part hereof (hereinafter "Drainage and Retention Pond") which is used by the Subdivision and/or Bloomfield Crossing Subdivision No. 1, Bloomfield Crossing Subdivision No. 2, and/or any subsequent phases thereof for drainage and retention purposes and the landscaping on or around the Drainage and Retention Pond, shall be maintained, repaired, replaced (if necessary) and kept landscaped by the owners of all lots in the Subdivision and such owners shall bear the cost of such maintenance, repair, replacement and landscaping in the same proportion as the number of lots that each such owner owns bears to the total number of lots in the Subdivision. Such cost will be assessed against such lot owner by the Grantor and such assessment shall become a legal obligation of the lot owner and a lien against the lot owned by any lot owner who has not paid such assessment within thirty (30) days after such assessment has been levied. Grantor shall have the right to dedicate the Drainage and Retention Pond to the appropriate governmental authority for continued use and maintenance by such governmental authority and, in any event, shall have the

right to allow such governmental authority to maintain the flow of the Drainage and Retention Pond.

12. Assignment or Transfer of Rights and Powers and Subdivision Association.

Any or all of the rights, duties, responsibilities and powers, titles, easements and estates hereby reserved or given to Grantor, including the right and power to approve or disapprove any use, act, proposed action or any other matter or thing, may be assigned by Grantor or its successors to any corporation, and by any such other assignee corporation, to any association composed of the owners of the property in said Subdivision. Any such assignment or transfer shall be made by appropriate instrument, in writing, in which the assignee or transferees shall join for the purpose of evidencing its or their consent to the acceptance of such powers and rights, and such assignee or transferee shall thereupon have the same rights and powers, and be subject to the same obligations and duties as herein given and reserved to and assumed by Grantor in connection with rights, powers and easements so assigned, and such instrument, when executed by such assignee or transferee, shall without further act, release said Grantor from the obligation and duties in connection therewith. In the event Grantor incorporates a Michigan nonprofit corporation to serve as a homeowners' association for the Subdivision, or for the Subdivision and/or Bloomfield Crossing Subdivision No. 1, Bloomfield Crossing Subdivision No. 2, and/or any subsequent phases thereof, then any sale or purchase of any lot in the Subdivision shall be subject to the Bylaws and Articles of Incorporation for such association, and by acquiring any lot in the Subdivision each owner thereof shall automatically become a member of such association (subject to the terms and conditions of the Bylaws and Articles of Incorporation) and agrees to abide by such Bylaws and Articles of Incorporation.

13. Extension to Additional Subdivisions.

Should the Grantor develop and subdivide additional land within the northwest ¼ Section 11, Town 2 North, Range 10 East, Township of Bloomfield, Oakland County, Michigan, or develop and/or subdivide in its own name or in cooperation with any other persons any land adjacent or contiguous thereto, and subject such subdivision or subdivisions to restrictions in the form herein imposed upon the Subdivision, said subdivisions may be incorporated within the Subdivision in one development for the purpose of the interpretation and enforcement of these restrictions, at the option of the Grantor. In such event, these restrictions and those applicable to the new development or subdivision shall be considered to be reciprocal negative easements thus making the restrictions applicable herein enforceable by property owners in the new land and restrictions applicable to said new land enforceable by property owners of the subdivision.

14. Severability of Provisions.

Invalidation of any of the covenants, conditions or limitations in this instrument contained, by judgment or court order, shall in no wise affect any of the other covenants, conditions and limitations which shall remain in full force and effect.

15. Non-Waiver.

The failure of Grantor, or the other entity to which it may have assigned or transferred its right and powers hereunder to enforce any of the terms, provisions, covenants and restrictions of this Declaration of Restrictions, shall not constitute a waiver by Grantor, or its aforesaid assignee, of such terms, provisions, covenants and restrictions, and shall not affect or impair the right of Grantor and/or its aforesaid at any time thereafter to enforce the same.

16. Binding Effect.

The covenants herein contained shall be binding upon the heirs, devisees, legatees, executors, administrators, assigns and successors of the respective parties hereto, and upon all purchasers and future owners of lots comprising the Subdivision, and shall inure to the benefit of Grantor, its successors and such entities to which it may assign any or all of the rights, privileges and powers hereby reserved and granted to Grantor.

17. Notices.

Where notices or approvals are required to be given or obtained, the same shall not be effective or binding unless in writing and forwarded by certified or registered mail.

IN WITNESS WHEREOF, RESOURCE DEVELOPMENT GROUP III, a Michigan limited partnership, Grantor, has caused these presents to be executed on this 11th day of May, 1989.

## WITNESSES:

Pamela A. Tatsak  
Pamela A. Tatsak  
Diane E. Wells  
Diane E. Wells

RESOURCE DEVELOPMENT GROUP III,  
a Michigan limited partnership

By: Alan M. Kiriluk  
Alan M. Kiriluk, General Partner

And: NORTHEND PROPERTIES, INC.,  
a Michigan corporation,  
a General Partner

Catherine Blake  
Catherine Blake  
Jay R. Chavey  
Jay R. Chavey

By: Douglas Winkworth  
Douglas Winkworth, President



STATE OF MICHIGAN )  
                               ) ss.  
 COUNTY OF OAKLAND )

On this 11<sup>th</sup> day of May, 1989, before me personally appeared DOUGLAS WINKWORTH, who, being by me duly sworn did say that he is the President of NORTHEAST PROPERTIES, INC., a Michigan corporation, and that the said instrument was signed on behalf of said corporation by authority of its Board of Directors; and the said President acknowledged the said instrument to be the free act and deed of said corporation.

Teresa L. Dreer  
 Notary Public, Oakland County, MI  
 My Commission Expires: TERESA L. DREER  
 Notary Public, Macomb County, MI  
 My Commission Expires Mar. 30, 1993  
 Acting in Oakland County, MI

STATE OF MICHIGAN )  
                               ) ss.  
 COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of May, 1989, by ALAN M. KIRILUK, General Partner of RESOURCE DEVELOPMENT GROUP III, a Michigan limited partnership, on behalf of the Partnership.

Teresa L. Dreer  
 Notary Public, Oakland County, MI  
 My Commission Expires: TERESA L. DREER  
 Notary Public, Macomb County, MI  
 My Commission Expires Mar. 30, 1993  
 Acting in Oakland County, MI

Drafted by and when  
 recorded, return to:

Laurence E. Winokur, Esq.  
 Miro Miro and Weiner  
 500 N. Woodward Avenue  
 Suite 200  
 Bloomfield Hills, MI 48013

EXHIBIT A

A PART OF THE NORTHWEST 1/4 OF SECTION 11, T-2-N., R-10-E., BLOOMFIELD TOWNSHIP, OAKLAND COUNTY, MICHIGAN MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 11, THE FOLLOWING TWO COURSES BEING ALONG THE NORTH-SOUTH 1/4 LINE OF SECTION 11, (1) S. 01° 57' 46" E., 1,334.87 FEET, AND (2) S. 01° 59' 36" E., 525.60 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE CONTINUING S. 01° 59' 36" E., 214.30 FEET; THENCE S. 49° 09' 16" W., 134.92 FEET; THENCE S. 59° 02' 11" W., 58.31 FEET; THENCE N. 79° 52' 31" W., 56.89 FEET; THENCE N. 19° 56' 05" W., 57.89 FEET; THENCE N. 01° 59' 36" W., 118.00 FEET; THENCE N. 39° 51' 56" E., 101.16 FEET; THENCE N. 65° 35' 39" E., 175.27 FEET TO THE POINT OF BEGINNING. COUPLED WITH AN 18 FOOT WIDE DRAINAGE EASEMENT, THE CENTERLINE OF WHICH IS DESCRIBED AS: COMMENCING AT THE ABOVE MENTIONED POINT OF BEGINNING, THENCE S. 89° 00' 00" W., 122.10 FEET TO THE POINT OF BEGINNING OF SAID 18 FOOT WIDE EASEMENT, THENCE S. 01° 59' 36" E., 52.47 FEET TO THE POINT OF ENDING, SAID ENDING POINT BEING ON THE NORTHERLY LINE OF THE ABOVE DESCRIBED AREA FOR SURFACE DRAINAGE AND RETENTION.