

TS37586

RESTATED SUBDIVISION AGREEMENT  
COLONY FARMS SUBDIVISIONS

LI18560 PA811

THIS AGREEMENT, made the 31st day of July, 1973  
by and between the Township of Plymouth, Wayne County, Michigan  
(hereinafter called "the Township") and Stewart Oldford and  
Sons, Inc., 1270 South Main Street, Plymouth, Michigan (hereinafter  
called "the developer") and consented to by certain other persons  
listed on the signature pages hereto who have some right, title  
or interest in and to land encompassed within the Subdivisions  
hereinafter described

RECORDED AUG 8 1973 AT 8:45A  
WITNESSETH: BERNARD J. YOUNGBLOOD, Register of Deeds  
WAYNE COUNTY, MICHIGAN 48226

WHEREAS, Article XX, the Plymouth Township Zoning Ordinance  
#27 provides an optional method for the development of a subdivision  
with areas to be set aside for the benefit of lot owners therein,  
while maintaining the maximum density requirements of the zoning  
ordinance, and

WHEREAS, the Developer is the owner of land located in  
the Township of Plymouth, more particularly described on Exhibit  
"A" and hereinafter referred to as "the property", which developer  
desires to develop under the provisions of said Article XX, such  
property to be subdivided and known as Colony Farms Subdivision  
#2 ; and

WHEREAS, the developer has previously developed certain  
property as described on Exhibit "B" and known as Colony Farms  
Subdivision #1 under said zoning ordinance, which previous development  
contemplated development of the property in a compatible and  
coordinated manner; and

WHEREAS, the Developer desires to develop the property  
into a fine community of distinctive character, suitable for

TS37586

family living and to maintain the natural features of the property,  
and to that end has established a general plan for the improvement  
and development of the premises, and does hereby establish the  
covenants, restrictions and conditions herein set forth upon  
which and subject to which all lots and portions of said lots  
shall be improved or sold and conveyed by it as owner thereof,  
said covenants, restrictions and conditions being intended to  
benefit the owners of the property, to enure to and pass with  
each and every parcel of the property and to bind the respective  
successors in interest of the developer, specifically intending  
to create restrictive covenants running with the title of such  
lots or portions thereof, and

WHEREAS, the signators hereto representing the ownership  
of all interests in all the land encompassed within Colony Farms  
Subdivision #1 and proposed to be encompassed within Colony  
Farms Subdivision #2, the property, do desire to modify, amend  
and restate the Subdivision Agreement, executed by and between  
the Township and the Developer on the 18th day of September,  
1972, in order to amend said Agreement and to make subject to  
the provisions of said Agreement, the land proposed to be encompassed  
within Colony Farms Subdivision #2,

NOW, THEREFORE, in consideration of the mutual covenants  
herein contained, and other good and valuable consideration,  
receipt of which is hereby acknowledged, the provisions of the  
Subdivision Agreement executed on September 18, 1972 and recorded  
in Liber 18193, pages 282 - 311, Wayne County Records are hereby  
modified, amended, and restated as hereinafter set forth.

Section 1. Definitions.

As used herein the terms set forth below shall have the  
following meanings:

1.1 "Developer" shall mean Stewart Oldford & Sons, Inc.,  
a Michigan corporation, the owner, or its successors or assigns.

1.2 "The Site Plans" shall mean the plats attached hereto as Exhibits D and E.

1.3 "First Subdivision" shall mean Subdivision #1, "Second Subdivision" shall mean Subdivision #2 and "the Subdivisions" shall mean both subdivisions #1 and #2.

1.4 "Common Areas" shall mean all areas within the Subdivisions devoted to the Common use of the lot owners and shall include the private ways providing access to common areas and all parks and recreational facilities and structures devoted to the common use of the lot owners of the Subdivisions, all as shown on the Site Plans of First Subdivision and Second Subdivision (Exhibits D and E respectively).

1.5 "Dues" shall mean the payments provided in Section 3.4.

1.6 "The maintenance charge" shall mean the payment provided in Section 3.1 as the same may be increased as provided in Section 3.3.

1.7 The term "Architectural Committee" shall mean the Committee appointed in accordance with the provisions of Sections 2 and 9 herein.

1.8 "Homesite" or "Site" shall mean the areas numbered 1 through 41 on the Site Plan of Colony Farms Subdivision #1 and 42 through 93 on the Site Plan of Colony Farms Subdivision #2.

1.9 The term "Lot Owner" shall mean any person owning or purchasing a homesite or portion thereof in the Subdivisions and shall include the owner of any condominium unit which shall be constructed on lot #41 in the First Subdivision.

1.10 The term "improvement" shall mean every building of any kind, fence or wall, pool, tennis court or other recreational facility which may be created on any homesite, any drainage system which may be established thereon and any driveway or substantial landscape development thereof, or the water system or any part thereof.

1.11 "Association" shall mean Colony Farms Subdivision Association, Inc., the non-profit corporation organized to hold title to, maintain and administer the common areas within the subdivisions.

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Section 2. Easements.

2.1 The Developer hereby dedicates and conveys to and for the benefit of the Lot Owners of the Subdivisions an easement of enjoyment in and to the Common Areas of the Subdivisions, being that portion of the real property not designated as lots on the attached Exhibits D and E and more particularly described as the Northwest Park containing 7.345 acres, the Northeast Park containing 8.183 acres and the South Park containing 3.813 acres; and the East Park containing 4.729 acres, the Southeast Park containing 2.311 acres; and the West Park containing 0.484 acres.

2.2 Beneficial title to the Common Areas shall be vested in the Lot Owners, but said title and the right to the use of such areas shall not be personal but shall be considered to be an easement appurtenant to said lots, such easement to pass with the title to said lots and to the owners of condominium units established on any lot or lots. Legal title to the Common Areas is now in the Developer, but from and after conveyance of the first lot in the Subdivisions, said title shall be held as trustee for and on behalf of all of the Lot Owners of the Subdivisions.

2.3 Control and jurisdiction over Common Areas shall be vested in an Architectural Committee (hereinafter referred to as "Committee") of the Subdivision Association as hereinafter described.

2.4 The Developer has caused to be incorporated for a perpetual term, a non profit corporation, Colony Farms Subdivision Association, Inc. and has or shall within a period of three years from date hereof cause to be conveyed to said association, fee simple title to all the common areas in the

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Subdivisions, free and clear of all liens and other encumbrances, but subject to certain easements in favor of utilities serving the Subdivisions and subject to the rights of lot owners in the Subdivisions as created herein. The Association shall hold title to the common areas as trustee, agent and nominee for the lot owners in the Subdivisions.

All persons who purchase a lot in the Subdivisions shall be members of the Association, and no one else shall be a member. The lot owners shall annually elect a Board of Directors to govern the affairs of the association and each lot owner shall have one vote to be determined in accordance with the lot owner's percentage as established in the attached Exhibit "C". The vote for lot #41 shall be cast as authorized by the Board of Directors of the Condominium Association formed to manage the affairs of the condominium project to be erected on lot #41.

The Subdivision Association By-laws shall provide for the appointment of an architectural committee to perform the functions set forth and described in this Agreement. So long as Developer shall own any lot in the Subdivision, it shall be entitled to nominate one member to the Association Architectural Committee.

2.5 Common Areas may be used for picnicking, horseback riding, nature study, hiking, bike riding and other recreational purposes or similar pursuits in keeping with the nature of the area. No snowmobiles, motorcycles, or other motorized vehicles shall be used on the Common Areas. The easement of enjoyment and use thereof shall be subject to such rules and regulations as the Committee may establish for safety purposes, for the purpose of protecting the Common Areas, for the purpose of protecting the peace and quiet of the Subdivisions, or for such other purpose or purposes as the Committee shall elect in its sole discretion. Such rules and regulations may include, but not by way of limitation, restrictions on use by guests, limits as to vehicle use and the prohibition or limitation of parking. Residents of the Subdivisions, their guests and invitees shall have equal access to the Common Areas and to use the easements

and right-of-way but the same shall not be assignable except as provided in these Restrictions.

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2.6 By granting the right to the Lot Owners and their guests to use such Common Areas, Developer does not intend to dedicate such areas to the public but rather to preserve their private character for the benefit only of Lot Owners.

2.7 Notwithstanding any other provision of the Agreement, the Developer reserves unto itself, its successors and assigns, an easement within Common Areas for the purposes of installation, repair and maintenance of pedestrian walkways, fences, vehicular driveways, pipes and mains for water, heat, sewers, storm and land drainage courses and other public utilities serving the Subdivisions, subject to the approval of appropriate governmental agencies, provided that such activities shall occur in such manner as to minimize damage to the natural features of the Common Areas.

2.8 Upon the transfer of legal title of the Common Areas to the Association, Developer shall also assign to the Association all rights and obligations created by paragraph 2.7.

2.9 Additional uses for Common Areas may be established if approved in writing by not less than sixty (60%) percent of the Lot Owners. Such additional uses shall be subject to the approval of the Plymouth Township Board of Trustees.

### Section 3. Maintenance of Common Areas, Maintenance Fund.

3.1 Lot Owners shall pay to the Developer as trustee a maintenance charge in the amount of \$50.00 in advance for the first year after said Lot Owner shall purchase his homesite, either pursuant to Land Contract or by purchase of said homesite in fee (said sum to be paid into escrow at closing) and the sum of \$ 50.00 in advance annually beginning on the first anniversary of said closing; provided, however, that in connection with the use of Lot No. 41 as a condominium site, the annual charge shall be \$1,250.00 payable in advance. Said payment date may be modified to one common date for ease of administration. Developer shall

not be liable for the payment of such fees as to any lot it may continue to own, but shall be responsible for its proportionate share of the maintenance expense and taxes, based on the number of lots which remain unsold.

3.2 Developer has established a maintenance charge for each lot as is provided in Section 3.1 herein and intends to charge such sum to all Lot Owners in the Subdivisions. The Developer agrees that it will keep said moneys and fines collected pursuant to Sections 15, 16 and 17 separate and apart from its other monies and shall deposit all said sums in a separate trust account from which funds shall be disbursed only as herein provided. Subject to the authorization of the Architectural Committee, said sums shall be used only for the following purposes:

(a) Payment of the cost of maintaining and operating parks, street lights, entrance and other signs, Common Areas, hiking and riding trails, recreational facilities, and other common facilities designed to serve the Lot Owners of the Subdivisions;

(b) Payment of the cost of providing patrol services;

(c) Payment of the cost of insurance, including insurance protecting Colony Farms Subdivision Association, Inc. and Lot Owners, against liabilities for acts or injuries occurring on the Common Areas;

(d) Payment of the cost of enforcing restrictions on the use of property in the Subdivisions;

(e) Payment of the cost of fees of the professional consultants to the Architectural Committee, deemed reasonably and necessarily incurred.

(f) Payment for other services which the Committee deems to be of general benefit to the Subdivisions including repair or remodeling of existing recreational facilities, acquisition of maintenance equipment and the construction of new recreational facilities; and

(g) Payment to Developer of a portion of its overhead reasonably attributable to the performance of the functions set forth in (a) through (f) above.

Except as stated above no part of the maintenance fund will inure to the benefit of Developer. Developer shall provide the services set forth above until conveyance of the Common Areas to the Association, and thereafter, shall have the obligation to provide such services only as it may contract with the Association. The Developer or the Association shall annually provide to Lot Owners a complete and accurate accounting of funds spent, and if no objection is raised within thirty (30) days, said accounting shall be deemed final and conclusive with respect to proper discharge of duties by Developer or the Association.

3.3 In the event that the Developer or the Association shall at any time consider the maintenance fund inadequate for the purposes set forth in this Section, then it may increase the maintenance charge, provided that said increase shall be assessed in a uniform manner against each homesite in the Subdivisions in accordance with the percentages assigned to each homesite in Exhibit C hereto, said increase to commence on the same date as to each of said homesites; provided, however, that any increase in said maintenance fund shall first be approved by a two-thirds vote of the Association.

3.4 In addition to the maintenance charge, the Developer or Association shall charge such dues on an annual, semi-annual or monthly basis as may be necessary to operate the facilities which are now or at any time may be in existence on the Common Areas.

3.5 In the event of failure of the Lot Owners through their Committee to properly maintain the Parks and Common Areas the Township may, but shall not be required to, enter upon the Common areas to eliminate any nuisance or other conditions dangerous to public health, safety and welfare and the Township may assess the cost thereof in the same manner as taxes shall be assessed as hereinafter provided.

3.6 Real and personal property taxes upon the Common Areas will be assessed directly against the Subdivision Association,



and each lot owner shall annually be assessed his pro rata portion of said sum in accordance with the percentages of value in Exhibit C, in addition to the maintenance charges established in paragraph 3.1. Assessments against the condominium lot shall be made against the Association as agent for the unit owners. Said Assessment, if not paid when due, shall constitute a lien upon this individual lot which shall be prior to all other claims against the lot except liens in favor of a state or federal taxing authority and all sums unpaid on a first mortgage of record. Said lien shall not constitute a lien upon any lot in the subdivisions for which said tax assessment has been paid. Said lien may be enforced in accordance with the provisions of Section 17.2 hereof.

#### Section 4. Assignment

4.1 Lot Owners may not assign their interest in these Restrictions except that this provision shall not be construed to prevent the assignment of these Restrictions for security purposes in connection with a mortgage on the homesite.

#### Section 5. Notice to Lot Owners

5.1 Any notice which Developer, or the Association shall desire to give to a Lot Owner shall be sufficient if deposited in the U.S. mails in an envelope with postage prepaid, addressed to said Lot Owner at the lot unless Lot Owner has notified Developer in writing of some other address to which notice should be sent, and in that case, notice shall be sent to said other address.

#### Section 6. Repairs and Governmental Regulations.

6.1 Developer shall have no obligation to repair or in any way maintain any homesite in the Subdivisions.

6.2 Lot Owners shall comply with all lawful orders and regulations of the Township, the County, or the State, or any other governmental agency having jurisdiction over the premises with respect to the maintenance, construction upon and occupation of the premises, all at Lot Owner's sole expense.

Section 7. Waiver.

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7.1 Any waiver by Developer of the performance or observance of any of the covenants and conditions contained in restrictions to be performed by Lot Owner, or any leniency shown to a Lot Owner in respect thereof by any other Lot Owner, shall not be deemed to constitute a waiver of the right of Developer, to proceed against the Lot Owner upon any subsequent breach by Lot Owner of the same or any other covenant or condition of these Restrictions.

Section 8. Transfers of Developer.

8.1 The developer may at any time or from time to time transfer any of its rights, duties, or obligations as set forth under these Restrictions to the Association and thereafter "Developer" as used herein shall be deemed to include Association. Developer has organized the Association and upon conveyance to the Association of the Common Areas, or any portion thereof, he shall transfer to the Association responsibility for the maintenance fund as established in Section 3.

Section 9. Architectural Committee.

9.1 The Architectural Committee shall be appointed by the Directors of the Association and so long as the developer owns any lot in the Subdivisions, shall include one person who is a nominee of the developer. The committee shall be appointed as set forth in the By-Laws of the Association and shall be governed by the By-Laws as set forth therein.

9.2 If at any time the Architectural Committee shall be reduced to a number less than three, or for any reason shall fail to function, the board of directors of Developer shall serve as the Architectural Committee.

Section 10. Approval of Plans by Architectural Committee.

10.1 Developer recognizes that there can be an infinite number of concepts and ideas for the development of homesites consistent with its plans for the Subdivisions. Developer wishes to encourage the formulation of such concepts and ideas. Nevertheless, for the protection of all Lot Owners, Developer wishes

through the architectural Committee, to make certain that any development of a homesite will be consistent with its plan for the Subdivisions. The Architectural Committee has prepared an architectural checklist setting forth general concepts for the development of the Subdivisions which is available at the office of Developer. Such checklist may be modified; provided, however, that the following restrictions shall always be applicable.

(a) Homes shall have their exteriors made from materials indigenous to the North American continent. Where natural wood siding is used, natural hue wood stains will be required for exterior finish, except for trim or accent panels, where bright paint or stain will be permitted with the approval of the Architectural Committee. Aluminum or other siding, brick or other masonry materials may be used only with approval of the Committee.

(b) All homes must be located on the building site approved by the Architectural Committee and must have an orientation approved by the Architectural Committee, it being the intent of these Restrictions to keep homes as compatible as possible with their natural surroundings and with each other.

(c) The Architectural Committee shall have the right to approve the height of all homes, in order to protect the view of each lot.

(d) The Architectural Committee shall have the right to waive any restriction contained in this Section of these Restrictions in such cases as they, in their sole judgment shall deem such waiver to be in the best interest of the development of the Subdivisions.

10.2 Lot Owners will not construct, alter or maintain any improvement on the premises until:

(a) The Lot Owners have submitted to the Architectural Committee two complete sets of plans and specifications therefor in form satisfactory to the Architectural Committee, showing insofar as is appropriate (i) the size and dimensions

of the improvements, (ii) the exterior design, (iii) the exterior color scheme, (iv) the exact location of the improvement on the homesite, (v) the location of driveways and parking areas, (vi) the scheme for drainage and grading, and (vii) the landscaping arrangement;

(b) Such plans and specifications have been approved in writing by the Architectural Committee and a copy of such plans and specifications as finally approved deposited for permanent record with the Committee. The Owner's approved copy shall be used in securing any necessary building permit from the Township of Plymouth. Approval of said plans and specifications may be withheld, not only because of the non-compliance with any of the restrictions and conditions contained in this Agreement, but also because of the reasonable dissatisfaction of the Architectural Committee with the grading and drainage plan, the location of the structure on the homesite, the color scheme, the finish, design, proportions, shape, height, style or appropriateness of the proposed improvement or alteration, the material used therein, the kind, shape or type of roof proposed to be placed thereon or because of its reasonable dissatisfaction with any matters or things, which in the reasonable judgment of the Architectural Committee, would render the proposed improvement inharmonious or out of keeping with the Subdivisions' objectives or the improvements erected on other homesites in the immediate vicinity of the premises; and

(c) The Developer shall not be subject to subsection 10.2 although he shall otherwise be bound by this Section 10.

10.3 In the event that Lot Owners shall wish to change the exterior color scheme of any improvement they shall submit to the Architectural Committee such information with respect to their proposed change as the Architectural Committee shall require and shall make such change only, after approval in writing has been obtained by the Committee.

10.4 If at any time Lot Owners shall have submitted to the Architectural Committee plans and specifications in accordance with this Section for a dwelling house and the Architectural Committee shall have neither approved such plans and specifications within 30 days from the date of their submission nor notified Lot Owners of its objections within such 30 day period, then such plans and specifications shall be deemed to have been approved by the Architectural Committee. Similarly, in the event that a Lot Owner shall have filed revised plans and specifications for a dwelling house with the Architectural Committee after receiving objections from the Architectural Committee as to the plans and specifications originally filed and the Architectural Committee shall have neither approved nor notified the Lot Owner of its further objections within such 30 day period, then such revised plans and specifications shall be deemed to have been approved by the Architectural Committee.

If at any time a Lot Owner shall have submitted to the Architectural Committee plans and specifications in accordance with this Section, which include the information required in Section 10.3, which do not include the construction of a dwelling house, and the Architectural Committee shall have neither approved such plans and specifications or color scheme within ten days from the date of their submission or notified Lot Owner of its objections within such ten day period, then such plans and specifications or color scheme shall be deemed to have been approved by the Architectural Committee. Similarly in the event that a Lot Owner shall have filed revised plans or specifications which include a revised color scheme or which do not include the construction of a dwelling house and the Architectural Committee shall have neither approved nor disapproved such revised plans and specifications or color scheme within ten days from the date of their submission, then such revised plans and specifications shall be deemed to have been approved by the Architectural Committee.

10.5 Whenever Lot Owners have completed an improvement they shall promptly notify the Architectural Committee in writing on any weekday between the hours of 9:00 o'clock a.m. and 5:00 o'clock p.m. Within 30 days following the time the Lot Owners have so notified the Architectural Committee, the Committee may inspect such improvement for the purpose of determining whether it complied with the plans and specifications approved by the Architectural Committee. In the event that the Architectural Committee shall determine that such improvement does not comply with such plans and specifications it shall notify the Lot Owner within such 30 day period, whereupon the Lot Owner within such time as the Architectural Committee shall specify, not less than 30 day, however, from the date of notice, either remove such improvement or alter it so that it will comply with such plans and specifications. In the event that the Architectural Committee shall not communicate with the Lot Owner within 30 days from the time that they have notified the Architectural Committee of the completion of the improvement, the improvement shall conclusively be deemed to be satisfactory to the Architectural Committee.

10.6 All communications to the Architectural Committee shall be delivered by hand or by mail to Developer at its principal office.

Section 11. Care and Appearance of Premises.

Lot Owners shall maintain the improvements on the premises and grounds of such premises in a neat and attractive manner, and in particular shall keep the grass and weeds cut, the shrubbery pruned and dead trees, shrubbery and plants removed. Lot Owners shall keep the exterior of improvements on the premises in a good state of repair and appearance.

Section 12. Uses Permitted and Prohibited.

12.1 Lot Owners shall use the premises solely for residential purposes, and no building, other than a single dwelling and appurtenant out buildings, including garages for private use, shall be constructed or maintained on the premises.

Out-buildings may include a guest house and servant's quarters, but no out-building shall be used by persons other than immediate family, servants, or guests of the Lot Owners.

The Developer reserves the right to construct one or more condominium units on the area designated Lot No. 41 on the attached Exhibit M. No Lot Owner other than the Developer shall have the right to construct any condominium units on any homesite, the use of each such homesite being subject to the restrictions set forth in Section 12 of these Restrictions.

12.2 Temporary structures shall be permitted on the premises during the period of construction of a dwelling house if approved by the Architectural Committee, but such temporary structure shall be removed within 30 days after completion of said dwelling house or within six months after the date said temporary structure was erected, whichever period expires first.

12.3 Except with the approval of Developer or the Committee, Lot Owners at no time shall keep or permit to be kept on the premises any truck, house trailer, truck camper, mobile home, boat or boat trailer, unless same shall be stored in a fully enclosed garage or other building.

12.4 No domestic animals of any kind shall be bred for commercial purposes nor shall any business be carried on, in or from the premises, and no sign shall be displayed, including "for rent", or "for sale" signs without the express written consent of the Committee. This prohibition shall not apply to the sales activities of the Developer or to any other person who has acquired five or more lots for commercial purposes, in the initial development and sale of lots and condominium units.

12.5 No garbage, refuse, rubbish or cuttings shall be deposited upon or left on the premises unless placed in an attractive container suitably located and screened from public view.

12.6 No clothesline shall be located on the premises so as to be visible from a park, dwelling house or another homesite, or from public areas in the Subdivisions.

12.7 Lot Owners shall at no time maintain any sign or other advertising device of any character upon the premises.

12.8 Except with the permission of the Architectural Committee or except as may be necessary in connection with the construction of an improvement, no excavation shall be made on the premises nor shall any dirt be removed therefrom.

12.9 Except with the approval of the Architectural Committee, the natural surface drainage on the premises shall not be changed.

12.10. Except with the approval of Developer, no person shall reside upon the premises until such time as the improvements to be erected thereon in accordance with plans and specifications approved by the Architectural Committee have been completed and a temporary occupancy permit has been issued by the Township.

12.11 Lot Owners shall not permit the exterior of any improvements to be constructed on the premises to remain incomplete for a period longer than one year from the date upon which construction of the improvement was commenced unless they have first obtained the permission in writing of Developer.

12.12 The Lot Owners shall neither install nor maintain exterior lighting of any sort which is visible from the street or from the dwelling house of any Lot Owner without first obtaining the permission of the Architectural Committee; provided, however, that the Developer may install lights for parking areas of the condominium.



12.13 The Lot Owners shall not maintain any power, telephone or other utility wires or conduits serving the premises above ground without first obtaining the approval of the Architectural Committee.

12.14 No statue or other unnatural improvement shall be permitted on any homesite without the approval of the Architectural Committee. All mail boxes shall be approved by the Architectural Committee and shall conform to a uniform design.

Section 13. View.

It is important that Lot Owners shall restrict the height of improvements on the premises and the height of trees and vegetation growing thereon to the end that the view of other Lot Owners shall be preserved to the greatest extent reasonably possible. Limitation as to the height of improvements will be accomplished through the provisions contained in Section 10. The Architectural Committee shall have the responsibility for determining whether trees or other vegetation on the premises unreasonably interfere with the view of Lot Owners. In any case in which the Architectural Committee shall determine that there is such interference, it shall send a notice in writing to the Lot Owner, which notice shall set forth the extent to which the trees or other vegetation shall be pruned or removed. If within 30 days after receipt of such notice the Lot Owner has not caused trees or other vegetation to be pruned or removed to the extent required by the Architectural Committee, the Committee, at its expense may do such work and charge the cost of such work to the Lot Owner who has failed to remove such trees or other vegetation.

Section 14. Landscaping.

L118560 PA828

14.1 It is the desire of Developer, to preserve the natural vegetation of the Subdivisions to the greatest extent possible and to preclude the planting of trees, shrubs, and other vegetation (other than grass) not indigenous to the Subdivisions.

14.2 The Lot Owner shall neither remove from the premises any tree, shrub or other vegetation, nor shall he plant any new tree, shrub or other vegetation, without having first obtained the permission in writing of the Architectural Committee to his proposed plan of landscaping.

Section 15. Violations of Rules and Regulations Concerning Use of Common Areas.

15.1 In the event that Lot Owner or any member of Lot Owner's family shall violate any rule or regulation concerning use of the Common Areas, a fine may be imposed of not to exceed \$100.00 for each violation, which fine shall become payable at such time as Lot Owner shall receive notice of such fine. The amount of the may be added to the maintenance charge referred to in Section 3.

15.2 In the event that any person other than Lot Owner or a member of Lot Owner's family shall violate any rule or regulation which Developer may establish herein, such person shall be barred from further use of the Common Areas of the Subdivisions.

Section 16. Violation of Provisions Relating to Use or Care and Appearance of Property.

In the event that Lot Owner shall construct or permit to be constructed an improvement on any lot contrary to the provisions of Section 12 herein, or in the event that Lot Owner shall maintain any improvement or thing on the lots contrary to the provisions of Sections 11 and 12 herein, Developer may, with 60 days written notice to Lot Owner, enter upon the

premises to alter, repair or change any improvement or thing which may be in violation in such manner as to make such improvement or thing conform to the provisions of such sections. Developer may charge Lot Owner for the entire cost of the work done pursuant to the provisions of this Section, which sum shall become payable by Lot Owner at such time as Developer has delivered to Lot Owner, notice of the amount due and may be added to and shall thereupon become part of the maintenance charge referred to in Section 3.

Section 17. Other Remedies.

17.1 In the event of any violation or threatened or attempted violation of any of the covenants, conditions, stipulations or restrictions herein contained, either Developer or any Lot Owner affected or who may be affected by the violation or threatened or attempted violation may institute proceedings in the Circuit Court for the State of Michigan for the County of Wayne or any other court of competent jurisdiction against the Lot Owner or any person occupying the Lot Owner's premises to enjoin the violation.

17.2 If a Lot Owner shall fail to pay the maintenance charge as established in Section 3, the Developer, his successors and assigns shall have a lien as against the homesite which shall be prior to all other liens except tax liens on a homesite in favor of any state or federal taxing authority and all sums unpaid on a first mortgage of record. Evidence of said lien shall be filed with the Register of Deeds of Wayne County, Michigan. The lien may be foreclosed by suit in the same manner as for the foreclosure of a first mortgage lien, and such suit shall be brought in the name of the Developer, his successors or assigns.

17.3 Developer shall have the right to institute an action against a Lot Owner to recover any monies which may be due from a Lot Owner to Developer hereunder and any damages which it may sustain on account of the violation of any provision hereof. A suit to recover monies due may be maintained without foreclosing or waiving the lien securing same.

17.4 In the event that Developer shall bring any suit or action to enforce any covenant or condition contained herein or to collect any money due it hereunder or in the event that Developer is involuntarily made a defendant in any litigation concerning the lot by reason of any act or omission of a Lot Owner and not because of any act or omission of Developer, the Association shall pay to Developer its costs and expenses incurred in connection with suit or action including reasonable attorneys' fees and same may be added to the maintenance charge referred to in Section 3.

17.5 Developer's election to pursue any remedy for violation of this Agreement provided hereunder shall not prevent it from following at the same time or any later time some other remedy provided hereunder. The remedies provided herein shall not be exclusive but shall be in addition to all other remedies provided by law in the event of violation of this Agreement.

Section 18. Interest.

If Lot Owner shall fail to pay to Developer money due to Developer hereunder, such sum shall bear interest from the date due at the rate of seven (7%) percent per annum.

Section 19. Condominium.

All the provisions contained in these Restrictions applying to Lot Owners shall apply equally to the owners of any condominium constructed in the Subdivisions and whenever the word "Lot Owner" appears herein, it shall be construed to apply equally to condominium owners.

Section 20. Existing Structures.

L118560 PA831

20.1 Houses, barns and other structures now on the land shall be deemed to be conforming structures under these covenants, restrictions and conditions, but in making any change to those structures, any Lot Owner (other than Developer) shall be bound by the terms of this Agreement.

WITNESS:

STEWART OLDFORD & SONS, INC.

Robert D. Meek  
Robert D. Meek

By: Stewart C. Oldford  
Stewart C. Oldford, President

Patricia Ann Dusincki  
Patricia Ann Dusincki  
Barbara Pray  
Barbara Pray

TOWNSHIP OF PLYMOUTH

By: J. D. McLaren  
J. D. McLaren

Its: Supervisor

Mary Brooks  
Mary Brooks  
Janice Birckelbaw  
Janice Birckelbaw  
Mary Ellen Kenyon  
Mary Ellen Kenyon  
STATE OF MICHIGAN )  
COUNTY OF WAYNE ) ss

By: Helen I. Richardson  
Helen I. Richardson  
Its: Clerk

On this 14th day of June, 1973, before me a notary public in and for said County, appeared Stewart C. Oldford of the City of Plymouth, Wayne County, Michigan to me personally known, who being by me sworn, did for himself say that he is the President of Stewart Oldford and Sons, Inc., the corporation named in and which executed the within instrument and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and they acknowledged said instrument to be the free act and deed of said corporation.

Patricia Ann Dusincki  
Patricia Ann Dusincki Notary Public  
Wayne County, Michigan  
My commission expires: 11/2/75

STATE OF MICHIGAN )  
COUNTY OF ) ss

On this 31st day of JULY, 1973, before me a notary public in and for said County, appeared J. D. McLaren and Helen I. Richardson of the Township of Plymouth, Wayne County, Michigan to me personally known, who being by me sworn, did say that they <sup>are</sup> the SUPERVISOR and Clerk of the Township of Plymouth and that said instrument was signed on behalf of the Township of Plymouth by authority of its Board of Trustees and they acknowledged said instrument to be the free act and deed of the Township of Plymouth.

Elizabeth B. Holmes  
Elizabeth B. Holmes Notary Public  
County, Michigan  
My commission expires: Mar. 7, 1975

LI18560 PA832

WITNESS:

Clara J. Schuster  
Clara J. Schuster  
Russell J. Hasselbach, Jr.  
Russell J. Hasselbach, Jr.

DEARBORN FEDERAL SAVINGS & LOAN

By: Kester J. Antcliff  
Kester J. Antcliff

Its: Vice-President

STATE OF MICHIGAN)

COUNTY OF WAYNE )

On this the 23rd day of July, 1973 before me a notary public in and for said county appeared Kester J. Antcliff, the Vice-President of Dearborn Federal Savings and Loan, a Federal Savings and Loan Association, to me personally known, who being by me sworn did for himself say that Dearborn Federal Savings and Loan has some right title or interest in lands encompassed within Colony Farms Subdivision Number 1 and that he has consented to the terms, covenants, restrictions, and conditions of the within Restated Subdivision Agreement of Colony Farms Subdivisions and to the recording of said Agreement in the Wayne County Records on behalf of the Board of Directors of the Association; and he acknowledged said instrument to be his free act and deed.

Russell J. Hasselbach  
Russell J. Hasselbach, Notary Public  
Wayne County, Michigan  
My commission expires: April 12, 1975

WITNESS:

Ruth M. Norm-Andreau  
Ruth M. Norm-Andreau  
John D. Lovell  
John D. Lovell

DETROIT FEDERAL SAVINGS AND LOAN

By: Samuel B. Sherer  
Samuel B. Sherer

Its: PRESIDENT

STATE OF MICHIGAN)

COUNTY OF WAYNE )

On this the 28th day of June, 1973 before me a notary public in and for said county appeared Samuel B. Sherer, the President of Detroit Federal Savings and Loan, a Federal Savings and Loan Association, to me personally known, who being by me sworn did for himself say that Detroit Federal Savings and Loan has some right title or interest in lands encompassed within Colony Farms Subdivision Number 2 and that he has consented to the terms, covenants, restrictions, and conditions of the within Restated Subdivision Agreement of Colony Farms Subdivisions and to the recording of said Agreement in the Wayne County Records on behalf of the Board of Directors of the Association; and he acknowledged said instrument to be its free act and deed.

Margaret Hofmeister  
Margaret Hofmeister, Notary Public  
Wayne County, Michigan  
My commission expires: October 26, 1975

706923

L18560 PA834

WITNESS:

Lena Kamp  
Lena Kamp

Roy T. Maltese  
Roy T. Maltese

Patricia Ann Dusincki  
Patricia Ann Dusincki

Dolores T. Maltese  
Dolores T. Maltese

STATE OF MICHIGAN )  
 ) ss  
COUNTY OF WAYNE )

On this the 20th day of June, 1973 before me a notary public in and for said county appeared Roy T. Maltese and Dolores T. Maltese, husband and wife, to me personally known, who being by me sworn did for themselves say that they have some right title or interest in lands encompassed within Colony Farms Subdivision Number 1 and that they have consented to the terms, covenants, restrictions, and conditions of the within Restated Subdivision Agreement of Colony Farms Subdivisions and to the recording of said Agreement in the Wayne County Records; and they acknowledged said instrument to be their free act and deed.

Flora A. Miller  
Notary Public  
Wayne County, Michigan  
My commission expires: 9-22-75

WITNESS:

Patricia Ann Dusincki  
Patricia Ann Dusincki

Thomas R. Ahern  
Thomas R. Ahern

Robert D. Meek  
Robert D. Meek

Martha A. Ahern  
Martha A. Ahern

STATE OF MICHIGAN )  
 ) ss  
COUNTY OF WAYNE )

On this the 16th day of June, 1973 before me a notary public in and for said county appeared Thomas R. Ahern and Martha A. Ahern, husband and wife, to me personally known, who being by me sworn did for themselves say that they have some right title or interest in lands encompassed within Colony Farms Subdivision Number 1 and that they have consented to the terms, covenants, restrictions, and conditions of the within Restated Subdivision Agreement of Colony Farms Subdivisions and to the recording of said Agreement in the Wayne County Records; and they acknowledged said instrument to be their free act and deed.

Patricia Ann Dusincki  
Patricia Ann Dusincki Notary Public  
Wayne County, Michigan  
My commission expires: 11-2-75



L115560 PAS35

WITNESS:

Stewart G. Oldford  
Stewart G. Oldford

James M. Griffith  
James M. Griffith

Patricia Ann Dusincki  
Patricia Ann Dusincki

Donna E. Griffith  
Donna E. Griffith

STATE OF MICHIGAN)  
                                  ) ss  
COUNTY OF WAYNE )

On this the 14th day of June, 1973 before me a notary public in and for said county appeared James M. Griffith and Donna E. Griffith, husband and wife, to me personally known, who being by me sworn did for themselves say that they have some right title or interest in lands encompassed within Colony Farms Subdivision Number 1 and that they have consented to the terms, covenants, restrictions, and conditions of the within Restated Subdivision Agreement of Colony Farms Subdivisions and to the recording of said Agreement in the Wayne County Records; and they acknowledged said instrument to be their free act and deed.

Patricia Ann Dusincki  
Patricia Ann Dusincki, Notary Public  
Wayne County, Michigan  
My commission expires: 11/2/75

WITNESS:

Patricia Ann Dusincki  
Patricia Ann Dusincki

Charles E. Repp  
Charles E. Repp

Robert D. Neek  
Robert D. Neek

Janet Lee Repp  
Janet Lee Repp

STATE OF MICHIGAN)  
                                  ) ss  
COUNTY OF WAYNE )

On this the 14th day of June, 1973 before me a notary public in and for said county appeared Charles E. Repp and Janet Lee Repp, husband and wife, to me personally known, who being by me sworn did for themselves say that they have some right title or interest in lands encompassed within Colony Farms Subdivision Number 1 and that they have consented to the terms, covenants, restrictions, and conditions of the within Restated Subdivision Agreement of Colony Farms Subdivisions and to the recording of said Agreement in the Wayne County Records; and they acknowledged said instrument to be their free act and deed.

Patricia Ann Dusincki  
Patricia Ann Dusincki, Notary Public  
Wayne County, Michigan  
My commission expires: 11-2-75

L18560 PA836

WITNESS:

Patricia Ann Dusincki  
Patricia Ann Dusincki  
Robert D. Meek  
Robert D. Meek

EARL KEIM REAL ESTATE OF PLYMOUTH, INC.  
a Michigan Corporation

By: Leonard G. Ryder  
Leonard G. Ryder  
Its: President  
President

STATE OF MICHIGAN )  
COUNTY OF WAYNE ) ss

On this the 16th day of June, 1973 before me a notary public in and for said county appeared Leonard G. Ryder, the President of Earl Keim Real Estate of Plymouth, Inc., a Michigan Corporation, to me personally known, who being by me sworn did for himself say that Earl Keim Real Estate of Plymouth, Inc. has some right title or interest in lands encompassed within Colony Farms Subdivision Number 1 and that he has consented to the terms, covenants, restrictions, and conditions of the within Restated Subdivision Agreement of Colony Farms Subdivisions and to the recording of said Agreement in the Wayne County Records on behalf of the Board of Directors of the corporation; and he acknowledged said instrument to be its free act and deed.

Patricia Ann Dusincki  
Notary Public  
Wayne County, Michigan  
My commission expires: 11-2-75

WITNESS:

Patricia Ann Dusincki  
Patricia Ann Dusincki  
Robert D. Meek  
Robert D. Meek

Garland E. Sanders  
Garland E. Sanders  
Eleanor E. Sanders  
Eleanor E. Sanders

STATE OF MICHIGAN )  
COUNTY OF WAYNE ) ss

On this the 14 day of July, 1973 before me a notary public in and for said county appeared Garland E. Sanders and Eleanor E. Sanders, husband and wife, to me personally known, who being by me sworn did for themselves say that they have some right title or interest in lands encompassed within Colony Farms Subdivision Number 1 and that they have consented to the terms, covenants, restrictions, and conditions of the within Restated Subdivision Agreement of Colony Farms Subdivisions and to the recording of said Agreement in the Wayne County Records; and they acknowledged said instrument to be their free act and deed.

Patricia Ann Dusincki  
Patricia Ann Dusincki Notary Public  
Wayne County, Michigan  
My commission expires: 11/2/75

Drafted By -  
Stewart Orlfort  
1270 S. Main St.  
Plymouth Mich

796923

Return to Carol Bailey - 2700 City Hall Bldg - Detroit Mich.  
11/2/75

EXHIBIT "A"

LI 18560 PA 837


**NORMAN L. DIETRICH ASSOCIATES**  
PLANNING LANDSCAPE ARCHITECTURE ENGINEERING  
670 CHURCH STREET PLYMOUTH, MICHIGAN 48170 313/486-1111

**BOUNDARY DESCRIPTION FOR PHASE II  
COLONY FARMS**

**PARCEL OF LAND**

Being a part of the E. 1/4 of Section 32 T. 1 S., R. 8 E., Plymouth Township, Wayne County, Michigan, commencing at the South 1/4 corner of said Section 32 T. 1 S., R. 8 E., thence along the North and South 1/4 line of said Section N. 00° 32' 54" E., 550.00 feet to the point of beginning; thence along the North and South 1/4 line of said Section N. 00° 32' 54" E., 780.00 feet; thence S. 89° 27' 06" E., 50.00 feet to a point of curvature; thence on a curve to the right of radius 865.53 feet, central angle of 15° 00' 01", chord of S. 81° 57' 07" E., 225.95 feet, a distance of 216.66 feet; thence S. 74° 27' 06" E., 100.00 feet, to a point of curvature; thence on a curve to the left of radius 805.53 feet, central angle of 15° 00' 01", chord of S. 81° 57' 07" E., 210.29 feet, a distance of 210.89 feet; thence S. 89° 27' 06" E., 300.70 feet, to a point of curvature; thence on a curve to the right of radius 2380.62 feet, central angle of 01° 26' 53", chord of S. 05° 37' 40" E., 60.16 feet, a distance of 60.16 feet; thence S. 89° 27' 04" E., 60.10 feet, to a point of curvature; thence on a curve to the left of radius 2440.62 feet, central angle of 05° 22' 16", chord of N. 00° 33' 46" E., 233.67 feet, a distance of 233.76 feet; thence N. 06° 18' 24" W., 32.79 feet; thence N. 81° 41' 36" E., 160.00 feet; thence N. 06° 44' 18" W., 190.81 feet; thence N. 85° 18' 54" E., 542.86 feet; thence S. 00° 26' 33" W., 383.62 feet; thence S. 89° 59' 45" W., 300.08 feet; thence S. 00° 42' 24" W., 1,324.34 feet, to a point on the centerline of Joy Road; thence N. 89° 04' 45" W., 654.30 feet, along the centerline of Joy Road; thence N. 00° 33' 15" E., 535.30 feet; thence N. 89° 32' 20" W., 660.95 feet, to the point of beginning containing 35.250 acres.

August 18, 1972  
Date

  
Norman L. Dietrich  
Professional Engineer #14228  
Box 3  
Plymouth, Michigan 48170

796923

EXHIBIT "B"

L18560 PA838


NORMAN L. DIETRICH ASSOCIATES  
PLANNING LANDSCAPE ARCHITECTURE ENGINEERING  
678 EMERSON STREET PLYMOUTH, MICHIGAN 48170 313/455-1911

BOUNDARY DESCRIPTION FOR PHASE I  
COLONY FARMS

PARCEL OF LAND

Being a part of the E. 1/4 of Section 32 T. 1 S., R. 8 E., Plymouth Township, Wayne County, Michigan, commencing at the South 1/4 corner of said Section 32 T. 1 S., R. 8 E., thence along the North and South 1/4 line of said Section: N. 00° 32' 54" E., 1,310.00 feet, to the point of beginning; thence along the North and South 1/4 line of said Section N. 00° 32' 54" E., 1,303.33 feet to a point on the centerline of Ann Arbor Road (M-14); thence along said centerline three courses as follows: N. 67° 02' 34" E., 239.20 feet, and N. 65° 26' 53" E., 351.36 feet, and N. 65° 04' 34" E., 200.17 feet; thence S. 24° 55' 26" E., 60.00 feet; thence S. 32° 23' 14" E., 253.28 feet; thence N. 72° 46' 59" E., 146.27 feet; thence N. 79° 51' 33" E., 634.55 feet; thence S. 00° 26' 33" W., 1,145.26 feet; thence S. 85° 18' 54" W., 542.86 feet; thence S. 06° 44' 14" E., 190.81 feet; thence S. 81° 41' 36" W., 160.00 feet; thence S. 05° 18' 24" E., 39.79 feet to a point of curvature; thence on a curve to the right of radius 2440.62 feet, central angle of 05° 29' 16", chord of S. 05° 33' 46" E., 233.67 feet, a distance of 233.76 feet; thence N. 89° 27' 04" W., 60.10 feet, to a point of curvature; thence on a curve to the left of radius 2380.62 feet, central angle of 01° 28' 53", chord of N. 05° 57' 40" W., 60.16 feet, a distance of 60.16 feet; thence N. 89° 27' 06" W., 300.70 feet, to a point of curvature; thence on a curve to the right of radius 805.53 feet, central angle of 15° 00' 01", chord of N. 81° 57' 07" W., 210.29 feet, a distance of 210.89 feet; thence N. 74° 27' 06" W., 100.00 feet, to a point of curvature; thence on a curve to the left of radius 865.53 feet, central angle of 15° 00' 01", chord of N. 81° 57' 07" W., 225.95 feet, a distance of 225.60 feet; thence N. 89° 27' 06" W., 80.00 feet to the point of beginning, containing 50.757 acres.

August 15, 1972  
Date

  
Norman L. Dietrich  
Professional Engineer #14226  
Box 3  
Plymouth, Michigan 48170

796923

## EXHIBIT "C"

LI18560 PA839

Lots 1 through 40	.862 each	34.480
Lot 41 (condominium)		20.696
Lots 42 through 93	.862 each	44.824
TOTAL		100.000



L118560 PA840

SECRET 1 OF 3 SECRET

NOTED BY DISTRICT ATTORNEY  
ON 12-14-1954. 12-14-1954. 12-14-1954.



EXHIBIT "E"

LI18560 2A841

