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THIS RESTRICTIVE COVENANT AGREEMENT executed this 7th day of November, 1988 by Rest in the Sun, Inc., a Michigan Corporation hereinafter called "Development Company".

WHEREAS, Development Company is owner of the entire ROMA RIDGE SUBDIVISION, a subdivision of part of Sec. 21 T.1N, R.9E., City of Novi, Oakland County, Michigan. Plat recorded in Liber 205 - pages 28,29,30 & 31 of O.C.R.

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WHEREAS, Development Company desires to subject all of the lots in said Subdivision to certain land and building restrictions as hereinafter set forth so that said Subdivision will develop into a solely residential community of the highest quality.

NOW, THEREFORE, the following covenants, conditions, restrictions, easements, reservations, powers, obligations and agreements are hereby imposed on all lots in the Subdivision and upon the present and future owners and occupants of said lots and shall constitute a general plan of restrictions.

Land Use and Building Type

Ent.

Section 1. No lot in the Subdivision shall be used for anything but one-detached, single-family, private residential purposes. No structure shall be erected, altered, placed or permitted to remain on any lot other than one-detached, single-family, private residence and a private garage for use by the owner or occupant of such residence.

Architectural Control

Section 2. No building, wall, fence or other structure shall be erected, placed or altered on any lot until detailed construction plans and specifications and a plot plan showing the location, shape, height, materials, surface drainage, grade elevation and approximate cost of the residence structure and garage have been submitted and approved by the Architectural Control Committee (excepting therefrom alterations in no way affecting the exterior portion of the structure) as to the quality of workmanship and materials, harmony of exterior design with the surrounding area and the effect of the proposed structure or structures on the adjacent or neighboring property, including, without limitations, the outlook or view from such adjacent or neighboring property, and as to location with respect to topography and finish grade; it being expressly agreed and understood that the purpose of this section is to cause the Subdivision to develop into a beautiful, harmonious, private, residential area, and that the Architectural Control Committee will not be arbitrary in its decisions.

Architectural Control Committee

Section 3.

(a) No building, wall, fence or other structure shall be erected, placed or altered on any lot until the building plans, specifications and plot plan, showing the location of such building, walls, fences or other structure have been approved in writing by the Architectural Control Committee, hereinafter called "Committee" composed of LIDIA VERI & ANGELO D'ORAZIO. The Committee may appoint a designated representative to act for it. In case of death, incapacity or resignation of any member of the Committee, the Development Company shall have full authority to appoint a successor. Neither the members of the Committee nor its successors or assigns shall be entitled to compensation for services performed pursuant to this covenant. At any time, in its sole discretion, the Committee may assign and transfer its functions, duties, powers and obligations to a duly incorporated Subdivision Association contemplated by these restrictions and such assignment shall entirely relieve the Committee from its functions, duties, powers and obligations under this Restrictive Covenant Agreement.

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(b) The plans and specifications submitted to the Committee shall be prepared by an architect or residential designer and blueprinted copies shall be submitted in triplicate. One set shall be kept by the Committee.

(c) No approved plans or specifications shall be altered and used without the written consent of the Committee. Application for such consent shall be submitted in the same manner as new plans and specifications.

(d) The approval or disapproval of the Committee shall be given in writing as soon as may be reasonably possible. In the event the Committee or its designated representative fails to approve or disapprove such plans and specifications within seven (7) days after submission to it (or, in any event, if no suit to enjoin construction has been commenced prior to completion thereof) approval will not be required and the related covenants shall be deemed to have been complied with, provided said plans and specifications on their face are in accordance with this Restrictive Covenant Agreement.

(e) Approval of all plans and specifications shall be automatically rescinded by the Committee, unless construction in accordance with such plans shall have been commenced within six (6) months from the date of such approval.

Residence Structures

Section 4.

(a) No residence structure shall be erected, placed, altered or permitted to remain unless such structure shall have a minimum square foot area (as defined in Section 4 (b) below, as follows:

- (1) Ranch or one-story homes shall have a livable square foot area of not less than 1,600 square foot.
- (2) One and one-half story homes shall have a livable square foot area of not less than 2,000 square feet.
- (3) Two-story homes shall have a livable square foot area of not less than 2,000 square feet.
- (4) Tri-level homes shall have a livable floor area of not less than 2,000 square feet on the three levels.

(b) "Square foot area" shall be computed as including only the floor or level area within the exterior walls of house proper, including the bay windows, if same reach to the floor. Garages, open or unheated porches and breezeways shall not be included in computing square foot area.

(c) Exterior walls of all residence structures, garages and breezeways shall be constructed only of stone, brick, to belt line and cedar, redwood, white pine, cypress, aluminum siding, vertical tongue and grooved siding, cedar shakes of such other exterior material as may approved by the Committee beyond belt line.

(d) No outbuilding or temporary structures of any nature, including, without limitation, trailers, tents, sheds, garages or barns shall be construed or placed upon said premises prior to commencement of construction of the single-family residence structure, not shall the same be used as a residence or dwelling at any time on any lot. No trailer, boat or mobile home shall be stored or placed upon any lot unless completely enclosed in the garage or residence structure. No outbuilding or temporary structure of any nature shall be erected or placed upon any lot.

Garages and Breezeways

Section 5.

(a) No single family, private residence shall be constructed without a garage. All garages shall be built to accommodate no more than three (3) automobiles.

(b) All garages must be integral with the residence structure or connected thereto by a breezeway and must conform with the overall architectural lines of the residence structure.

Miscellaneous Provisions

Section 6.

(a) Landscaping. Basic landscaping, including finish grading and seeding or sodding, must be completed within nine (9) months after date of occupancy.

(b) Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done or maintained or stored thereon which may be or become an annoyance or nuisance to the neighborhood.

(c) Driveways. All driveways shall be constructed of concrete or bituminous asphalt from curb to garage entrance.

(d) Easements. Easements for installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat or other easements of record with full right and authority to the public utility having such easement to enter upon said premises at all times for the purpose of construction, repairing, maintaining or reconstructing lines, pipes, poles, sewers and other equipment, or to trim or cut down any trees or shrubs which may at any time interfere with or threaten to interfere with the operation of the utilities and equipment. No permanent structure shall be built within such easements, except permissible fences.

(e) Roma Park. A certain area described in the Plat of Roma Ridge Subdivision (a Private Park), a sketch of which area is depicted in the drawing described as Easement for Utility, Drainage Detention purposes attached hereto as Exhibit "2", shall be utilized for storm water detention. The Development Company during all times prior to the formation of the Subdivision Association as set forth in Section 8, shall be responsible for the maintenance of and expenses related to the storm water detention area. The storm water detention area, as shown in Exhibit "2" shall be defined as the entire area of said Roma Park (a Private Park) irrespective of whether or not the border of the area so described abuts lots specifically located within the subject Subdivision.

(f) Livestock. No chickens or other fowl or livestock shall be kept or harbored on any lots.

(g) Signs. No poster, billboard or other advertising shall be erected or displayed on any lot or lots in the Subdivision other than those displayed by the Development Company or its agents or employees in the sale of lots in the Subdivision; provided, that an ordinary "For Sale" sign not larger than six (6) square feet, and the top of which shall not be more than four (4) feet from the ground may be displayed by the owner of any lot. The Development Company or its agents or employees may maintain a sales office on any unsold lot.

(h) Fences. No fences shall be permitted except as required by the Novi City Code and those fences erected by Developer for aesthetic purposes, this restriction shall not prohibit the planting of natural hedges and other green barriers on any lot.

(i) Completion of Construction. The erection or alteration of any building, wall, fence or structure authorized by the Committee, or the rebuilding or repair of any such structure or other Improvement damaged by fire or other casualty shall be completed as rapidly as possible. Should the owner leave any such building, wall, fence or other structure in an incomplete condition for more than ten (10) months from commencement of such construction, delays beyond the control of the owner excepted, the Development Company, or the Committee, is authorized and empowered, in its sole discretion, to tear down and clear from the premises the uncompleted portion of such improvement, or to complete the same at its discretion, and in such event the expenses incurred shall be charged against the owner of the lot and shall become a lien upon the lot, with interest thereon at the highest lawful rate until paid; provided, that the Development Company, or the Committee, must give the record owner of the lot thirty (30) days written notice by mail at his last known address of its intention to complete or tear down such structure.

Maintenance Cost and ChargesSection 7.

(a) All of the lots in the Subdivision shall be subject to an annual maintenance charge commencing January 1, 1989, for the purpose of creating a fund to be known as the Maintenance Fund. The "annual maintenance charge" for each year shall be determined each year by the Development Company, its successors, or assigns. Such annual maintenance charge shall be mailed to the lot owner at his last known address and shall be paid annually in advance of the first day of April in each year. Such annual maintenance charge may be adjusted upward or downward from year to year as the needs of the Subdivision may require within the limitations set forth above. Such annual maintenance charge shall be binding upon all of said lots and the owners thereof. It is expressly understood and agreed that at such time as the Subdivision Association undertakes the administration and enforcement of the Agreement in accordance with Section 8 hereof, entitled "Formation of Subdivision Association", that it shall establish the annual maintenance charge, subject to the limitations in this Section 7, and the Articles of Incorporation and By-Laws of the Subdivision Association as amended from time to time.

(b) The Development Company, its successors and assigns, agree to apply the total amount arising from said annual maintenance charge to the payment of any maintenance expenses incurred for such of the following purposes as the Development Company shall determine to be necessary and advisable for maintaining, landscaping and otherwise improving all lots designated or made available by the Development Company for use by the lot owners.

(c) It is expressly understood and agreed that the Maintenance Fund including without limitation, any expenses incurred in removing or completing any building in accordance with this Restrictive Covenant Agreement, shall be a lien and encumbrance on the lot in the Subdivision with respect to which such annual maintenance charges are made, which annual maintenance charges shall run with the land, and it is expressly agreed that the owner of any lots in the Subdivision, their heirs, successors or assigns shall be held to have covenanted and agreed to pay all annual maintenance charges provided for herein which were then due and unpaid at the time of acquiring title and all annual maintenance charges thereafter falling due during ownership of said lot or lots. The Development Company shall advise any owner in writing upon reasonable request regarding the liability of said owner for any annual maintenance charges.

Formation of Subdivision Association

Section 8. At such time as two-thirds (2/3) of the lots in said Subdivision have been sold by the Development Company, it shall notify the owners of the lots therein by regular mail, to their last known addresses, of its desire to be relieved from the administration, in whole or in part, of the covenants, terms and conditions contained in this Restrictive Covenant Agreement and such lot owners shall thereupon become members of the Subdivision Association heretofore established to administer the Restrictive Covenant Agreement dated November 7, 1988, and recorded in Oakland County Records, relating to Roma Ridge Subdivision, and which Subdivision Association shall assume all of the rights, powers, duties and obligations hereby reserved or given to the Development Company. If, for any reason, the lot owners of Roma Ridge Subdivision shall fail or refuse to permit the lot owners of this Subdivision Association within six (6) months of receipt of such notice, the Development Company shall form, appoint and constitute an association of all the lot owners to exercise such rights and duties. Each and every lot owner shall automatically become a member of the Subdivision Association through ownership of a lot in their Subdivision. No later than three (3) months after joining such existing Subdivision Association, or establishment of a new Subdivision Association by the Development Company for the reasons herein stated, the Development Company shall be entirely relieved from any and all obligations and duties under this Restrictive Covenant Agreement, except that it shall be obligated to properly assign said rights, powers, duties and obligations to the Subdivision Association when requested to do so.

General ProvisionSection 9.

(a) Covenants Running with the Land. These covenants shall run with the land and shall constitute an easement and servitude upon all of the lots and every part thereof and shall inure to the benefit of and be binding upon and enforceable, by and against all purchasers and subsequent grantees, their heirs, representatives, successors and assigns, for a period of thirty (30) years from and after the date of recording of the Restrictive Covenant Agreement, after which date, said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the owner of record of two-thirds (2/3) of all of the lots in the Subdivision has been recorded, changing, modifying or releasing said Restrictive Covenant Agreement in whole or in part.

(b) Power to Enforce Restrictive Covenant Agreement. By acceptance of title to any lot or lots in this Subdivision, the owner shall vest in the Development Company, its agents, employees, successors or assigns, the right and power in its own name, or in the name of the owner or owners of any of the lots in the Subdivision, to take and prosecute all suits or actions which it may deem necessary or advisable to enforce and carry out any of the restrictions herein contained, and to collect any of the charges herein provided for, including, without limitation, the right to enter upon the lands on which such violation or breach exists and summarily to abate or remove, at the expense of the owner thereof, any violation of this Restrictive Covenant Agreement, and shall not thereby become liable in any manner for trespass for entry, abatement or removal. This subsection shall not be construed as requiring the Development Company to undertake any such action, and it shall be lawful for any other person or persons having title to any lot or lots in the Subdivision to undertake any legal action in his own behalf to prevent injury or recover damages for violations of any of these restrictions.

(c) Assignment of Rights and Powers. Any or all of the rights, powers, duties, obligations, easements, agreements and estates given or reserved to the Development Company or the Committee herein may be assigned to any person, firm, corporation or municipal corporation, or to a Subdivision Association which may hereafter be formed. Any such assignment or transfer shall be in writing and recorded with the Oakland County Register of Deeds, by which the assignee or transferee will, upon request, join for the purpose of evidencing its acceptance of such rights, powers, duties, obligations, easements, agreements and estates, the Development Company and/or the Committee being thereby relieved from any obligations thereunder.

(d) Failure to Enforce Covenants. The Development Company, the Committee, any Subdivision Association formed pursuant to this Agreement, their agents, employees, successors and assigns shall not be held legally responsible or accountable for any failure or refusal to enforce any of the restrictions herein, nor shall any such failure to enforce, constitute a waiver by the Development Company, the Committee, any Subdivision Association formed pursuant to this Agreement, or any owner or owners of lots in said Subdivision of the right to thereafter enforce such restrictions and covenants as to the same breach or as to a breach occurring prior or subsequent thereto.

(e) Severability. Each and every restriction and covenant herein contained is intended to be severable and in the event that any one covenant or restriction is for any reason held void or unenforceable, it shall not affect the validity of the remaining covenants and restrictions.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the day and year first above written.

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IN PRESENCE OF:

Patrick J. Reddy
Patrick J. Reddy
Mary Lou Scott
Mary Lou Scott

REST IN THE SON, INC., A MICHIGAN CORPORATION,

By: Lidia Veri
Lidia Veri, President
Angelo D'Orazio
Angelo D'Orazio, Secretary

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

Personally came before me this 23rd day of November, 1988 Lidia Veri, President and Angelo D'Orazio, Secretary of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such president and vice president, respectively, of said corporation, and acknowledge that they executed the foregoing instrument as such officers as the free act and deed of said corporation, by its authority.

My Commission Expires: _____

Patrick J. Reddy
Notary Public

Wayne, Michigan
PATRICK J. REDDY
Notary Public, Wayne County, MI
My Commission Expires Jan. 15, 1990

STATE OF MICHIGAN)
COUNTY OF WAYNE)

WITNESSES

Lamona A. Arrington
LAMONA A. ARRINGTON
Carol Ducharme
CAROL DUCHARME

Heritage Federal Savings Bank
HERITAGE FEDERAL SAVINGS BANK
BY Arthur J. Hayes
ARTHUR J. HAYES, PRESIDENT
BY E. G. Wilkinson, Jr.
E. G. WILKINSON, JR., EXEC.
VICE-PRESIDENT

On this 23rd day of November, 1988, before me personally, appeared ARTHUR J. HAYES AND E. G. WILKINSON, JR., President and Executive Vice-President of Heritage Federal Savings Bank, who made oath that they have read the foregoing Building and Use Restrictions by them subscribed and know the contents thereof, that the same is true of their own knowledge except as to the matters therein stated to be on information and belief and as to those matters they believe them to be true.

Charles O Higgins
Notary Public CHARLES O HIGGINS
My commission expires 2-8-92
Wayne County

Drafted by & return to Lidia Veri
35189 Vargo
Livonia, MI
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