

NORTHVILLE TRAILS SUBDIVISION

LOTS 1 THROUGH 84 BOTH INCLUSIVE

BUILDING AND USE RESTRICTIONS

RESTRICTIONS RE: Northville Trails Subdivision (hereinafter called "Subdivision"), Lots 1 through 84, both inclusive, part of the southwest 1/4 of Section 12, T1S, R8E, Township of Northville, Wayne County, Michigan, a plat recorded in Liber 104, Pages 76 through 80, Wayne County Records.

DATED: December 16, 1991.

These restrictions are covenants which shall run with the land and shall be binding on all parties hereto and all parties claiming under or through them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless it is on that date or at the end of any such period agreed, by a vote of the then owners of a majority of the lots included in the above described land, to change such restrictions in whole or in part or to cancel them. This paragraph shall not apply to the restrictions contained within Paragraph II. A. and II. B. and subparagraphs thereunder, which are to be observed in perpetuity and amended only upon the written consent of the Charter Township of Northville, its successors or assigns.

I. DEFINITIONS

"Architectural Control Committee" shall mean and refer to a representative sub group of the Association, appointed in accordance to the bylaws of the Association once created. Prior to the creation of the Association the Architectural Control Committee shall be composed of three (3) representatives of the Developer, any of whom can act alone on behalf of said Committee and each of whom can resign, with a successor being appointed by the remaining (2) members.

"**Association**" shall mean and refer to the Northville Trails Homeowners Association.

"**Builder/s**" shall mean and refer to any person or entity who acquires a lot for the purposes of engaging in and does engage in the business of constructing residential buildings for the purpose of resale and not for his own use.

"**By Laws**" shall mean and refer to the By Laws of the Association.

"Common Areas" shall mean and refer to those areas of land as set forth on the recorded plat of the Subdivision and intended to be owned by the Association and devoted to the common use and enjoyment of the Owners of the lots and any improvements thereon, and said term shall include without limitation the entranceways to the Subdivision, public easements, park areas, cul de sacs, islands of grass and or landscaping located within any boulevards or cul de sacs, pathways and the storm water basin.

"Developer" shall mean and include Northville Trails Investment, Inc. a Michigan corporation or it's assigns.

"Lot" shall mean and refer to any numbered lot shown on the recorded plat of the Subdivision and any future subdivision hereafter annexed."

"Members" shall mean and refer to all those Owners who are members of the Association as hereinafter set forth.

"Owner/s" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot/s, including Builder purchaser/s from Developer and land contract vendee/s, but not including any land contract vendor or mortgagee, unless and until such land contract vendor or mortgagee shall have acquired fee simple title pursuant to foreclosure or any proceedings of conveyance in lieu of foreclosure, when more than one person or entity has an interest in the fee simple title to any lot, the interest of all such persons collectively shall be that of a single owner.

"Subdivision" shall mean and refer to Northville Trails Subdivision, Lots 1 through 84, both inclusive, a plat recorded in Liber 104, Pages 76 through 80, Wayne County Records.

"Township" shall mean and refer to the Charter Township of Northville.

II. NORTHVILLE TRAILS HOMEOWNERS ASSOCIATION

A. REATION, RESPONSIBILITIES, ASSESSMENTS, COLLECTIONS:

(1) The Developer shall establish a Michigan non-profit corporation for a perpetual term under the laws of the State of Michigan with the name "Northville Trails Homeowners Association", hereinafter referred to as the Association.

(2) The Developer shall deed whatever interest it may have in the Common Areas to the Association by quit-claim deed. Upon execution and delivery of

such deed, the Association shall have full responsibility for the ownership, control, improvement, operation, and maintenance thereof, and the Developer shall have no further responsibility or liability in that regard.

(3) The entire membership interest in the corporation shall be owned initially by the Developer who shall within thirty (30) days following recording of these Building and Use Restrictions appoint the Directors of the Association and retain such membership interest until the Developer shall have sold and conveyed 95% of the platted lots in the subdivision or such time prior thereto as shall be elected by the Developer.

(4) At the time provided in Subparagraph (3) immediately above, the membership interest in the said corporation shall be transferred to the Owners of the lots in the Subdivision, one (1) membership interest for each lot, and the lot owners shall all succeed to the ownership of the Association, and the Directors of the Association shall thereafter be elected by the members of the Association. Membership shall be mandatory by each Owner.

(5) Immediately following appointment by the Developer of the Directors of the Association, said Directors shall proceed to adopt suitable By Laws for the governance of the Association, which By Laws shall also delineate the powers and functions of the Association not described herein. The Board of Directors of the Association shall adopt an annual budget which shall include an adequate allowance for any taxes, insurance and the maintenance of the Common Areas. The Board shall advise each member of the amount of the required contribution from each member which shall be necessary to defray the operating costs of the Association, including the costs of maintaining the Common Areas. The required contribution shall be an assessment on each lot and lot owner.

(6) By accepting a deed to a lot in the Subdivision, each Owner agrees that the annual assessment for operating costs of the Association, including maintenance as aforesaid, shall be a lien on the lot owned by each Owner from the date a notice of such lien is recorded as permitted pursuant to Paragraph II. A. (8) and that the payment of the amount of each annual assessment shall, in addition, be a personal obligation of each Owner.

(7) The annual assessment on each lot and Owner as established by the Board of Directors of the Association shall be paid to the Association within the time limited by resolution of the Board of Directors.

(8) In the event of non-payment of the assessment by any Owner, the Association may proceed to collect the assessment by action of law or by recording a notice of and foreclosing the lien granted to the Association by each Owner. The remedies of the Association in the event of nonpayment shall be

cumulative and the Association shall not be deemed to have waived any other remedy by its proceeding in any form to effect collection.

(9) Lots owned by the Developer or Builders shall not be subject to assessment; provided, however, any lot owned by the Developer or Builders shall not be exempt from assessment by the Township.

(10) The lien arising from assessment/s as provided for herein shall be subordinate to the lien of any first mortgage issued by an institutional lender for land development purposes, builder's construction loans, or a first end mortgage loan. The sale or transfer of any lot pursuant to a first mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment/s due prior to such sale or transfer.

(11) Developer reserves the right to amend, modify, alter or waive, in whole or in part, these restrictions, with respect to their application to any portion of Northville Trails Subdivision which it has not sold and conveyed to a Builder. Such reservation of rights shall endure for the lesser of (i) the period during which Developer shall retain the fee title to more than 30% of the total assessed valuation of lots in Northville Trails Subdivision, or (ii) a period of twenty years from the date of this Declaration.

B. OBLIGATIONS OF THE ASSOCIATION, COMMON AREAS SUB-DIVISION RESTRICTIONS, MAINTENANCE AND REPAIR:

(1) The principal function of the Association shall be the enforcement of restrictions imposed on the lots and Owners in the Subdivision as found in these Building and Use Restrictions, the Landscape Maintenance Agreement, the Storm Drainage System Maintenance Agreement, the establishment of reasonable rules and regulations for the use of the Common Areas within the Subdivision, and maintenance of the Common Areas not addressed in the above referenced Maintenance Agreements.

(2) The Association may, in the discretion of its Board of Directors, promote and advance the interest of the Members, establish social programs, and establish programs and policies which will improve the Subdivision and assist Owners.

(3) Maintenance of the Common Areas shall include, but not be limited to:

a. periodic mowing of grass areas no less than three (3) times each growing season,

- b. removal of all debris from catchment areas, landscaped areas and the East Northville Trail right of way, including litter, branches and other objects which are unsightly or which may clog the storm drainage system.
- c. periodic inspection of the storm drainage system facilities and right of way improvements of East Northville Trail, to ensure outlet or control pipes are not clogged and remain clear, and that structures and related facilities in the right of way are in good repair and working condition,
- d. repair of erosion in banks, swales, berms, dams or general lawn areas,
- e. repair or replacement of any component part of the storm drainage system which has been broken, removed or otherwise not functioning as designed,
- f. repair and replacement of structures and related facilities within the East Northville Trail right of way if non-functioning, damaged or removed,
- g. elimination of undesirable insects and animals,
- h. cutting, repair and replacement of overgrown, damaged or dead plant material, trees, shrub or sod.

(4) The Developer and/or the Association hereby grant an irrevocable license to the Township, its employees, agents, independent contractors, successors, and assigns to enter only to the extent necessary, the Subdivision as recorded, at any time for the purpose of inspecting, repairing, maintaining, removing, installing, reinstalling and constructing any improvements which are the subject of any agreement between the Developer and/or the Association and the Township, or the Developer and/or the Association and the Wayne County (hereinafter the County). Notwithstanding any of the foregoing, the license granted pursuant to this paragraph shall not entitle the Township, its employees, agents, independent contractor, successors and assigns, to do any act or thing or exercise any power which would interfere with or disturb the use or enjoyment, future of otherwise, of the Developer, its successors, and assigns, owners or the Association.

(5) The Developer and/or Association and Owners shall be responsible for the care, maintenance, operation, inspection, repair, replacement, improvement, installation, construction and management of all of the Common Areas of the Subdivision. In the event the Developer and/or Association and Owners fail or refuse to provide the necessary care, maintenance, operation, inspection, repair, replacement, installation, construction or management, the Township shall have

the right to assess all costs, expenses and charges to the same against the Association and the Owners according to such apportionment as is set forth in the By Laws of the Association. The Developer and/or Association and the Owners, their agents, representatives, successors and assigns shall be severally, and not jointly, liable for each such proportionate share of the cost and expenses incurred by the Township to discharge such responsibilities. Such costs, expenses and charges shall be due and owing upon written demand and notice by the Township to the Developer and/or Association at the last known address as filed with the Township Clerk, and to the address of the Owners as set forth in the existing tax rolls. Such notice shall be sent by first class mail, postage prepaid and a proof of service of such mailing shall be evidence of the Township's compliance with the notice requirement contained herein. In addition to the other methods of collection, the Township shall have the right to place such assessments on the Township tax rolls of the property or lot in question, and collect the same in the same manner as any property tax or assessment. The foregoing shall not be the exclusive right or remedy of the Township, and the rights and remedies provided to the Township by statute, ordinance, agreement or other provision of these restrictions shall be preserved.

(6) Entry upon the Subdivision by the Township, its agents, employees or independent contractor pursuant to paragraph II. B. (4) shall not constitute a dedication to the Township or an acceptance of title by the Township. The Township does not by its exercise of any right under this license constitute directly or indirectly the Association or the Developer as the agents or beneficiaries of the Township and the Township shall in any event retain its full governmental immunity. Any act, right or obligation of the Township, either specifically or by implication, arising from or occurring as a result of these Building and Use Restrictions shall be done or omitted by the Township in its sole and exclusive discretion. Except for the actual negligence of the Township or its employees, agents, representatives and contracting parties, the Township shall not be liable for damages, by specific performance or otherwise through the Developer and/or Association of any Owner, by reason of or from any matter in connection with these Building and Use Restrictions.

III. ARCHITECTURAL REVIEW

A. CREATION, LIABILITY, RESPONSIBILITIES:

(1) No building, fence, dog run, wall, deck, gazebo, shed, swimming pool, accessory structure or facility or other structure, landscaping or exterior improvement shall be commenced, erected, changed, revised or maintained on any lot, nor shall any exterior addition, or change or alteration in the exterior appearance of the dwelling unit be commenced until the plans and specifications

have been submitted, reviewed and approved of in writing by the Architectural Control Committee (hereinafter the "Committee").

(2) The Committee shall be a representative sub group of the Association, appointed in accordance to the bylaws of the Association once created. Prior to the creation of the Association the Architectural Control Committee shall be composed of three (3) representatives of the Developer, any of whom can act alone on behalf of said Committee and each of whom can resign, with a successor being appointed by the remaining two (2) members.

(3) Neither the Developer nor the Committee shall have any liability whatsoever for the approval or disapproval of any plans or specifications.

B. REVIEW PROCEDURE, APPROVALS, DISAPPROVALS, FEES:

(1) All plans and specifications for buildings, fences, dog runs, walls, decks, gazebos, sheds, swimming pools, accessory structures or facilities or other structures, landscaping or exterior additions and improvements shall be submitted to the Committee prior to commencement of any construction activity. Preliminary plans may be submitted to the Committee for receiving preliminary approvals.

(2) Plans and specifications shall include those items as deemed necessary by the Committee in order to adequately carry out their review. This may include, but is not limited to:

- a. complete plans and specifications as would be required by the Township in order to secure a building permit,
- b. a dimensioned plot plan of the lot indicating the placement of all proposed improvements,
- c. elevation drawings of the front, side and rear of the building, or elevations of any walls, fences or other structures,
- d. a perspective drawing if necessary to interpret the exterior design,
- e. data as to size, materials, colors and textures of any exterior improvements and accessory structures, including roof coverings, fences and walls,
- f. landscape plan and data as to plant type, size and quantity.

(3) During the review the Committee may request additional information, data, drawings, or materials in order to fulfill its function of review.

(4) No approval of the Committee shall be valid if the structure or improvement violates any of the restrictions set forth herein, except in cases where waivers have been granted in writing by the Association and/or Developer.

(5) One set of blueprints, plans or data shall be left with the Committee until construction is completed.

(6) The Committee may disapprove plans because of non-compliance with any of the restrictions set forth herein, or because of dissatisfaction with the grading and drainage plan, the location of the structure on the lot, the materials to be used, the color scheme, the finish, design, proportion, shape, height, style or appropriateness of the proposed improvement or alteration or any matter or thing, which, in the judgment of the Committee would not be in keeping with the character of the neighborhood of the Subdivision.

(7) The Committee shall provide their approval or denial of the plans and specifications submitted in writing. The approval or denial shall be signed and dated by a member of the Committee.

(8) The Committee may charge a review fee as established by the Association in its By Laws for the purpose of reimbursing actual expenses of the Committee, including but not limited to professional review fees of independent contractors.

IV. BUILDING AND USE RESTRICTIONS

A. GENERAL RESTRICTIONS:

Animals. No chickens, other fowl, horses, or livestock shall be kept or harbored on any of the lots. No animals shall be kept or maintained on any lot except household pets for use by the occupants of the dwelling. No animals shall be kept, bred or maintained for any commercial purpose. Household pets shall have such care as to not be objectionable or offensive to others due to noise, odor or unsanitary conditions. All domestic animals kept by a lot owner shall be kept either on a leash or in a run or pen, and shall not be allowed to run loose or unattended.

Animals may be declared a nuisance by the Developer and or Association, or its authorized representatives, and must be removed within thirty (30) days if so requested.

Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and no structure is to be constructed or placed within these easements.

Grade Changes. The final grade of any lot in the Subdivision may not be changed after original construction without written consent of the Developer and or Association. It shall be the responsibility of each Owner to maintain the surface drainage grades of his/her lot as established by the Developer. Each Owner covenants that he will not change the surface grade of his/her lot in a manner which will materially increase or decrease the storm water flowing onto or off of his lot and will not block, pond or obstruct surface water. The Board of Directors of the Association shall enforce this covenant and may enter upon the lots in the Subdivision to correct any violation of this covenant and shall charge the cost of the correction to the Owner who has violated this covenant.

Laundry. No laundry shall be hung for drying in such a way as to be readily visible from the street/s on which the lot fronts.

Lease Restrictions. No Owner shall lease or sublet less than the whole dwelling on said lot.

Litter and Pollution. No lot owner shall throw or allow to accumulate on his/her or any other lot or the commons areas, trash, refuse or rubbish or any kind. No lot shall be used or maintained 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 curbside for more than twenty four (24) hours in any one week.

No lot owner, Builder, sub-contractor or resident shall dump or otherwise dispose of chemicals, motor oil, paint, gasoline or petroleum distillates in, over or within the Subdivision or the sanitary or storm sewer drains serving the Subdivision.

Lot Maintenance. The lot and the right of way contiguous to each lot shall be kept mowed, free of weeds and well maintained at all times by the Owner.

An owner shall treat and/or remove any diseased or damaged tree immediately.

Lot Stabilization. The owner of a lot in the Subdivision shall install or have installed sod or seed and mulch, covering all exposed earth within sixty (60) days from purchase of the lot or newly constructed home. Should the lot or newly constructed home be purchased between October 15th in any year and May 1st of the next succeeding year, the Owner shall have all exposed earth stabilized with sod or seed and mulch by the 30th day of June.

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

Lot Use. No lot shall be used except for residential purposes. No building shall be erected, re-erected, moved, altered, placed, maintained, or permitted on any lot other than one (1) detached single family dwelling not to exceed two (2) stories in height (which height shall in no event exceed 35 feet from grade to highest ridge line) plus an attached, private garage for not more than three (3) cars.

No business, trade profession or commercial activity of any kind shall be conducted in any building or on any portion of the property, except a builder's sales office may be used and maintained until all of the lots in the Subdivision have homes constructed thereon. At such time that all the lots are constructed the sales office/s, if occupying a residential structure shall be converted and sold as a residence, and if located in a trailer, shall be removed from the Subdivision.

Nuisances. No noxious or offensive activity shall be conducted on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Signs. No sign of any kind shall be displayed to public view on any lot except one (1) professional sign of not more than nine (9) square feet advertising the property for sale, or signs used by the Builder to advertise the property during the construction and sales period. All signs must be approved by the Developer or the Architectural Control Committee of the Association. Such signs as are allowed must be maintained in good condition at all times and removed upon completion of their use.

Sight Distance Obstruction. No fence, wall, hedge, shrub or tree planting which obstructs sight lines at elevations between three (3) and six (6) feet above the road elevation, shall be placed or permitted to remain on any corner lot within the triangular area formed by the lot lines and a line connecting them at points twenty five (25) feet from the intersection of the lot lines. No tree shall be permitted to remain within this triangular area on a corner lot unless the foliage line is maintained at sufficient height to prevent obstruction of view.

Utilities. All public utilities such as water mains, sanitary sewers, storm sewers, gas mains, electric, cable, and telephone distribution lines and all connections to same either private or otherwise, shall be installed underground.

Weapons. No lot owner, builder, sub-contractor or resident shall use or discharge within the Subdivision, nor shall he/she permit any invites or quests to use or discharge within the Subdivision, any B-B guns, firearms, rifles, shotguns, handguns, pellet guns, crossbows or archery equipment.

B. STRUCTURAL RESTRICTIONS:

Accessory Structures, Gazebos, Sheds. Gazebos, Sheds and other accessory structures or features may be installed in the rear yard only when approved by the Developer and/or Architectural Control Committee of the Association. All approved gazebos, sheds or other accessory structures or features must meet the building and zoning codes of the Township and have received the necessary permits and inspections as may be required.

Antennas. No radio, television or other communication antenna or structure of any type will be installed on or outside of any residence. Antennas may be installed or placed in the interior of a residence only. The Developer and or Architectural Control Committee of the Association, may grant exceptions to this restriction as it is deemed suitable.

Building setbacks. Except as otherwise may be permitted by the Township, no building shall be located on any lot nearer than 30 feet to the front lot line or nearer than 50 feet to the rear lot line or nearer than 11 feet to any side lot line so as to provide no less than a total of 22 feet between dwellings. In the case of a corner lot location the setback from the street side shall be no less than 30 feet. Garage locations on corner lots shall conform to dwelling setback criteria.

Completion of Building Activities. The erection of any new building, or the repair of any building damaged by fire or otherwise, shall be completed as rapidly as possible. Should the owner of such building leave the same in an incomplete condition for a period of more than six (6) months, the Developer and/or Association are authorized and empowered to tear down and to clear from the premises the uncompleted portion or portions of such structure or structures, or to complete the same at its discretion, and in either event the expenses incurred therefore shall be and become a lien upon the said real estate.

Any debris resulting from the destruction in whole or in part of any dwelling or structure on any lot shall be removed within a reasonable time frame from such lot in order to prevent an unsightly or unsafe condition.

Dwelling Size. There shall not be permitted on any lot any dwelling having an area of less than 1,800 square feet, exclusive of open porches, decks, and garages for a one-story structure; and 2,200 square feet, exclusive of open porches, decks and garages for a multiple story structure.

Exterior Surface of Buildings. The visible exterior walls of all dwelling structures shall be made of wood, brick, brick veneer, cut stone, or any combination thereof. Fieldstone ledge rock or stucco may also be used, so long as a total of these type of materials, alone or in combination, do not exceed fifty percent (50%) of the total of all visible exterior walls. The Developer and or Architectural Control Committee of the Association, may grant exceptions to the restriction as it is deemed suitable. Windows and doors shall not be included in calculating the total area visible exterior walls.

The use of aluminum, asphalt, cement block, cinder, slag, plywood, or imitation brick on any visible exterior wall of all dwelling structures is prohibited.

Fences, Dog Runs. Fences may be installed only when approved by the Developer and/or the Architectural Control Committee of the Association. Dog runs shall be permitted at the rear of the house only. All approved fences or dog runs must meet the building and zoning codes of the Township and have received the necessary permits and inspection as may be required.

Gazebos. (See Accessory Structures)

Maintenance of Structural Improvements. Each owner shall keep all structural improvements on their lot in good condition and in good repair at all times.

Old Buildings and Materials. No old buildings may be moved onto any lot/s in this Subdivision.

Sales Office. (see Lot Use)

Sheds. (see Accessory Structures)

Swimming Pools. Swimming pools, inground only, and fencing incidental thereto may be installed only when approved by the Developer and/or the Architectural Control Committee of the Association. Any permitted swimming pools and fencing incidental thereto shall be constructed to the rear of the house

and maintained in a safe and sanitary condition. All approved swimming pools and fencing incidental thereto must meet the building and zoning codes of the Township and have received the necessary permits and inspection as may be required.

Swimming Pools. Swimming pools and fencing incidental thereto may be installed only when approved by the Developer and/or the Architectural Control Committee of the Association. Any permitted swimming pools and fencing incidental thereto shall be constructed to the rear of the house and maintained in a safe and sanitary condition. All approved swimming pools and fencing incidental thereto must meet the building and zoning codes of the Township and have received the necessary permits and inspections as may be required.

Temporary Structures. No inoperative vehicles, commercial vehicles, house trailers or mobile trailers, boats or boat trailers, campers, snowmobiles or snowmobile trailers, motorcycles or motorcycle trailers or trailers of any kind shall be permitted to be parked or stored on any lot in said Subdivision unless such vehicles are parked or stored in a garage on said lot which conforms to the requirements pertaining to the construction of garages.

Commercial vehicles and trucks shall not be parked in the Subdivision except while making normal deliveries or pickups in the normal course of business. Tents for entertainment or recreational purposes are permitted for periods not to exceed forty-eight (48) hours. The Developer and/or Association, or its authorized representatives, may grant exceptions to this restriction as it is deemed suitable.

A construction trailer or temporary storage building for the storage of materials and supplies, may be maintained by each Builder or independent contractor contracting with any lot owner or Builder during the period when new houses are under construction in the Subdivision by the Builders.

No temporary occupancy shall be permitted in unfinished buildings.

Windows. (See Doors and Windows)

V. ENFORCEMENT

The Developer and/or Association shall have the right to enforce all restrictions and charges now or hereafter imposed by the provisions of this document. Failure of the Developer and/or Association to enforce any covenant or restriction herein contained shall in no event be deemed an estoppel or a waiver of the right to do so thereafter.

The Developer and/or Association shall have the right to enter upon any lot for the purposes of mowing, cutting, weeding, or removing any unsightly growth which in the opinion of the Developer and /or Association detracts from the overall attractiveness or the health and welfare of the Subdivision. The Developer and/or Association may enter upon the lots for the purpose of removing any debris or trash from the lot. The Developer and/or Association shall be under no obligation to take such affirmative action.

The Developer and/or Association shall provide the Owner seventy-two (72) hours notice prior to entry on the lot, except in the event of emergency threatening health or safety, in which case no prior notice shall be necessary. Any costs incurred in such action by the Developer and/or Association shall be chargeable against the Owner and shall constitute a lien against the lot.

VI. SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

WITNESSES:

NORTHVILLE TRAILS INVESTMENT, INC.
A Michigan Corporation

Philip Sawdon

Bernard Glieberman, President

Nina Amolsch

STATE OF MICHIGAN

COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this _____ day of _____, 1991, by Bernard Glieberman, President of Northville Trails Investment, Inc., a Michigan Corporation, on behalf of said corporation.

Notary Public
Oakland County, Michigan

My Commission expires _____