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c. Declarant: "Declarant" shall mean STATE MUTUAL LIFE ASSURANCE COMPANY OF AMERICA, a Massachusetts corporation, whose address is 440 Lincoln Street, Worcester, Massachusetts, its successors and assigns.

d. Owner: "Owner" shall mean every person or entity who or which is a record owner of a fee or undivided fee interest in any property covered by these restrictions, but not including owners who have sold their interest under an executory land contract. During any time an executory land contract is in force, the land contract purchaser shall be considered to be the owner of the property.

e. Developer: "Developer" shall mean THOMPSON-BROWN COMPANY, a Michigan corporation, whose address is 32823 West Twelve Mile Road, Farmington, Michigan, its successors and assigns.

4. Plan and Site Approval:

a. No construction of any kind shall be commenced upon any of the lots or parcels of land included within the property covered by these restrictions until a site plan has been submitted to Developer showing the location, grades, setbacks (front, side and rear) outline of any and all buildings and structures including fences, walls and screens and these plans have been approved in writing by Developer. Further no construction of any kind shall be commenced until plans and specifications of all buildings have been submitted to and approved in writing by the Developer. Developer shall have the right to refuse to approve any such plans or specifications, grading plans, material or color scheme that is not suitable or desirable in their opinion for aesthetic or other reasons.

b. In passing upon such plans, specifications, or grading Developer shall have the right to take into consideration the suitability of the proposed building or other structure to be built on the site upon which it is proposed to erect the same and the harmony as planned in view of the outlook from the adjacent or neighboring properties.

c. In reviewing said plans, specifications, grading plans and site plans, Developer shall, among other things, determine that said plans and specifications meet the minimum express requirements of these restrictions and in addition shall approve or disapprove the proposed location of parking lots, loading facilities, location of driveways, and other means of access and landscaping plans in order that said Subdivision shall develop in conformity and harmony with other existing structures and uses in the Subdivision and that ultimately the Subdivision will develop into an efficient and attractive industrial park. If a disagreement on the question of suitability and harmony shall arise, the decision of the Developer shall be final.

d. In the event that Developer has failed to approve or disapprove said plans and specifications within thirty (30) days after they have been submitted, the approval of the Developer shall not be required; provided, however, that lack of approval by the Developer shall not waive any express restrictions contained herein.

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RESTRICTIONS METROPLEX INDUSTRIAL PARK NO. 1

This Declaration of Restrictions is made on this 6th day of October, 1970, by and between the undersigned persons and entities having an interest in the lands hereinafter described.

WITNESSETH:

WHEREAS, the parties hereto wish to subject this property to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, each and all of which is and are for the benefit of said property and for each subsequent owner thereof and shall inure to the benefit of and pass with said property and each and every parcel thereof and shall apply to and bind the successors in interest, and any owner thereof,

NOW THEREFORE the parties hereto hereby declare that the real property described in this Declaration is and shall be held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations and easements hereinafter set forth:

1. Purposes: These restrictions are imposed upon the property to insure proper use and appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to guard against the erection thereon of structures built of improper or unsuitable material; to insure adequate and reasonable development of said property; to encourage the erection of attractive improvements thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvements on building sites; to secure and maintain proper setbacks from streets; and in general to provide adequately for high quality improvement in said property and for the orderly development and efficient maintenance thereof.

2. Property covered: These restrictions cover all lots located within the boundaries of the Metroplex Industrial Park Subdivision No. 1, a subdivision of part of the S. E. 1/4 of Section 2, T.25., R.9E., Romulus Township, Wayne County, Michigan, according to the plat thereof recorded in Liber 92 at pages 59,60,61&64 Wayne County Records.

3. Definitions:

a. Building Site: "Building Site" shall mean all contiguous land under one ownership upon which a commercial or industrial building or buildings and appurtenant structures may be erected in conformance with the requirements of these restrictions.

b. Improvements: "Improvements" shall mean and include buildings, outbuildings, parking areas, loading areas, trackage, fences, walls, hedges, mass plantings, poles, signs and structures of any type or kind.

RECORDED FEB 19 1971 IN 11034
BERNARD J. YOUNGLOOD, Register of Deeds
WAYNE COUNTY, MICHIGAN 48226

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unloading of motor vehicles and the storage of materials within the restrictions provided for herein, without the approval of the Developer.

6. Building Construction:

All buildings shall have exterior facing of Architecturally approved materials such as: face brick, concrete block, architectural concrete, steel or aluminum factory finished panels, and glass. All exterior treatment must be approved by the Developer. All sides of any building facing upon a public street or a public highway must be treated with finished material. Finished materials are defined as face brick, glass, ornamental stone or other decorative material and shall not include concrete or cinder block, unless such blocks are designed or arranged with appointments and are specifically approved in writing by Developer. Metal or preengineered buildings shall have a masonry rainscoat to a minimum of 5 feet 0 inches above finished grade, unless otherwise approved in writing by Developer. In the event of dispute as to whether or not a particular material qualifies as "finish material" the decision of the Developer shall be final. All exposed concrete block or metal must be painted or varnished within sixty (60) days from the date of occupancy except those materials not normally painted or those materials which have been pre-finished. All buildings shall be constructed in accordance with applicable codes and ordinances of local governmental bodies but shall in addition be constructed with high quality materials and in a manner so as to have the ability to withstand the normal causes of deterioration with normal maintenance procedures. No used material shall be incorporated within any building without the express written permission of the Developer. No structure, covering garage, barn or other outbuilding of a temporary nature shall be situated, erected or maintained on any parcel of the subject property, but this shall not apply to construction building or storage facilities used in the course of construction of any permanent building.

7. Building Setbacks and Greenbelt:

a. No building shall be located nearer to any front street right-of-way line than fifty (50) feet in Industrial zoned areas and thirty (30) feet therefrom in Commercial zoned areas; (provided, however, that this setback may be reduced to not less than twenty-five (25) feet in the Commercially zoned areas and thirty-five feet (35) in the Industrially zoned areas by the Developer). If a disagreement arises as to the definition of "front street" the decision of the Developer shall prevail. No use shall be made of said property except for driveways, walks, or other means of access to the interior of the property and for a minimum amount of parking for visitors in Industrial areas. Automobile parking will be permitted in the setback in Commercial areas subject to approval by Developer. The amount of such parking and its location and the location and specifications for driveways, walks or other permitted improvements must be approved by the Developer prior to commencement of construction. The front yard setback can be used for public utility purposes.

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e. Developer, its successors or assigns, shall not be liable in damages to any person submitting plans for approval or to any owner or owners of land covered by this instrument by reason of mistake in judgment of itself, its agents or employees arising out of or in connection with the approval or disapproval or failure to approve any plans or specifications.

5. Uses Permitted:

a. It is understood that the property covered herein is to be developed for industrial use and specific parcels may, upon written approval of the Developer, be used for commercial, business, office or retail use. No building for such use or uses shall be constructed without the approval in writing of Developer.

b. The Developer hereby reserves the right and authority to permit or deny the owner(s) or assigns of the property covered herein the right to use parcels for public or private streets or highways. Permission for such use must, prior to commencement of construction of such streets or highways, be obtained in writing from Developer.

c. No noxious or offensive trade or activity shall be carried on, nor shall anything be done on property located in the Subdivision which may be or become an annoyance or nuisance to the said area hereby restricted by reason of noxious, offensive, unhealthy and harmful odors, fumes, dust, smoke, waste, noise or vibration beyond that normally and reasonably expected in a light industrial area.

d. The following specific uses shall not be permitted:

- (1) Asphalt or tar manufacturing or refining.
- (2) Manufacture of gas, coke, or coal tar products.
- (3) Slaughtering of animals for the reduction or recovering of products from dead animals or animal offal or garbage.
- (4) Blast furnaces.
- (5) Petroleum refining or other similar factories or uses.
- (6) Auto wrecking, salvage yards, junk yards, storage or bailing of waste or scrap paper, rags, scrap metals, bottles or junk.
- (7) Central mixing plant for asphalt, mortar, plaster or concrete, except as may be required in connection with paving of roads or other construction within the Subdivision.
- (8) Heavy stamping plant or foundry, unless designed to the satisfaction of and approved in writing by Developer.
- (9) Drive-in restaurant without written approval of Developer.

e. All operations shall be carried on within fully enclosed buildings and no outside activities shall be carried on except the parking of motor vehicles, the loading or

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b. The Developer reserves the right to standardize all signs to be erected within the area covered by these restrictions by any contractor or sub-contractor and/or to indicate the name of the proposed occupant of a building under construction and/or to indicate a building which is for sale, rent or lease. The Developer has the right to remove signs, which in its opinion are in poor repair, from lots owned by others than the Developer.

10. Parking Areas and Loading Zones:

a. Each owner must provide adequate off street parking facilities as to eliminate any necessity for the parking of vehicles upon the public streets within this subdivision. No parking shall be permitted within the setback except as provided in paragraph 7A, except visitor parking or as approved in writing by the Developer. Developer has authority to consider topography and other hardships in limiting or granting front yard parking.

b. Location and adequacy of all parking areas shall be determined and approved by Developer in connection with its review of the site plans. The Developer shall take into consideration the intended use of the premises, and their suitability for other uses in determining the adequacy of the proposed parking arrangements. In general, each premises shall provide off street parking for its employees (at least one space for every two employees in the largest expected working shift), customers and adequate parking for visitors.

c. Loading and unloading areas shall be provided for and designed in such a manner as to permit the pick-up and delivery of materials from the site by motor vehicles consisting of normal tractor and semi-trailer types without the necessity of any maneuvering being done on public streets. No loading or unloading docks shall face any public street without the express approval of the Developer. A suitable screening or obscuring wall shall be provided so that said operations are not readily visible from the public thoroughfare if required by Developer.

d. All driveways, walks, parking areas and loading areas shall be paved with concrete, asphalt or other hard surface material.

11. Outdoor Storage:

a. Outdoor storage of equipment, raw materials, semi-finished or finished products may be permitted by the Developer under such conditions as it shall deem necessary to prevent nuisance or other adverse conditions, only when such outdoor storage is necessary and incidental to the operations being carried on in the building located upon the site. No storage shall be permitted on the setback required by paragraph 7A and all storage shall be shielded by fence or landscaping so as to effectively screen the view of such storage area from public streets and adjoining properties.

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which shall be placed underground. However, parking may be allowed on side street setbacks provided it is approved in writing by the Developer and provided that a greenbelt shall be maintained between the road right-of-way and the parking surface. The width of such greenbelt shall be set by the Developer on the site plan approvals.

b. No building shall be located nearer to any side street right-of-way line than twenty-five (25) feet therefrom; provided, however, that this setback requirement may be reduced to not less than fifteen (15) feet by written approval of Developer.

c. The portion of the described setback not occupied by permitted improvements constructed in accordance with plans approved by the Developer, must be landscaped with lawn, shrubbery, trees, bushes, vines or suitable plants, detailed plans of which must be approved by the Developer. All owners, lessees, tenants or users of any parcel in this Subdivision must maintain such landscaping in a condition so as to present a pleasing appearance.

d. No building shall be constructed nearer than ten (10) feet from any side or rear property line. The area within side and rear setbacks may, however, be used for loading and unloading or the parking of motor vehicles and for open storage if approved in writing by Developer.

8. Fence:

No fence of any kind shall be constructed within the setback described in Paragraph 7A. Where fences are erected they shall be of the "Cyclone" or other metal type and shall not be higher than eight (8) feet unless approved in writing by the Developer. Fences shall not be of the obscuring "wall" type unless required by these restrictions or unless specifically approved by the Developer.

In the case of open storage, the Developer is hereby granted the power to require an obscuring type fence to shield any open storage. The type of material for such fence shall be set by the Developer.

9. Signs:

a. The number, location, size, construction and lighting of all signs whether temporary or permanent, to be erected upon any lot or parcel within area covered by the restrictions must have, prior to erection, written approval of the Developer. No billboards or other advertising signs other than those identifying the names, business and products of the person or persons occupying the premises shall be permitted without the specific written approval of the Developer.

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amount of the maintenance charge may be adjusted from time to time by the Developer or its successor in interest, as the needs of the Subdivision may require but shall not be increased in excess of seventy-five (\$75.00) dollars per acre (and at a proportionate fractional rate per square foot where fractional portions of acres are involved) without the consent in writing of the property owners of not less than fifty-one (51%) per cent of the total area of all lots included within the Subdivision.

13. Easements:

Easements and rights-of-way are hereby reserved by the Declarant in and over a strip of land ten (10) feet in width along all rear, front and side lot lines, wherever it may be deemed necessary for the installation or maintenance of telephone or electric poles, lines or conduits, or sewer, gas lines or water mains, for drainage purposes, or for the use of any other public utility deemed necessary or advisable by the Declarant. The use of all or a part of such easements and rights-of-way may be granted or assigned at any time hereafter by the Declarant to any person, firm, governmental unit or agency or corporation furnishing any such service or such easements may be released by the Declarant to the property owner involved should Declarant determine the easement is unnecessary.

14. Declarant may at any time assign all or part of its rights and responsibilities hereunder to an association, incorporated or unincorporated, of the lot owners of said Subdivision. Developer may, with the written approval of the Declarant, at any time assign all or part of its rights and responsibilities hereunder to an association, incorporated or unincorporated, of the lot owners of said Subdivision. At or unincorporated, of the lot owners no longer has any interest in any such time as the Declarant no longer has any interest in any property contained within the Subdivision, Declarant and/or Developer shall upon request of the majority of the acreage owners make such assignment. Any such assignment shall be in writing and shall be recorded in the office of the Register of Deeds of Wayne County, Michigan.

15. Each of the conditions, covenants, restrictions, and reservations set forth above shall continue and be binding upon the Declarant and upon its successors and assigns and upon each of them and all parties claiming under them until January 1, 1981, and shall automatically be continued thereafter for successive periods of ten (10) years each. From after January 1, 1981, the owners of seventy-five (75%) per cent of the fee simple of the property subjected to these restrictive covenants, based on the number of square feet owned as compared to the total area restricted, may release all or any part of the land so restricted from any one or more of said restrictions or may change or modify any one or

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b. No waste materials, rubbish, or discarded matter of any kind shall be permitted to be stored in open areas except in containers approved by the Developer and for the time reasonably required to arrange for removal.

12. Maintenance of Property-Maintenance Fee:

a. All owners of property in this Subdivision shall maintain all buildings, landscaping, fences, drives, parking lots, or other structures located upon said property in good and sufficient repair and shall keep such premises painted, lawns cut, shrubbery trimmed, windows glazed and otherwise maintain the property in an aesthetically pleasing manner and in the condition approved by the Developer, reasonable wear and tear excepted.

b. Any structure, planting or driveway or parking lot surface which is damaged by the elements, by vehicles or from fire or any other cause shall be repaired as promptly as the extent of damage will permit.

c. Buildings within this Subdivision which are vacant for any reason, shall be kept locked and the windows shall be glazed in order to prevent the entrance thereto by vandals.

d. In the event of the violation of any of the restrictions set forth in this paragraph, the Developer or its successor in interest shall have the right to go upon the property to eliminate nuisance conditions, to mow lawns or trim shrubbery or to remove signs or do anything necessary to maintain the aesthetic standards of the Subdivision for the benefit of other property owners and the cost of any such work shall be a lien upon the property involved which lien shall be enforceable in the manner provided by law.

e. Each lot owner shall pay to the Developer or its successor in interest an annual maintenance charge which shall become due and payable annually in advance on the first day of January in each year, beginning with January 1, 1972. The maintenance fund may be used for improving and maintaining roadways and entrances to the Subdivision, for planting trees and shrubbery and the care thereof within public rights-of-way, for collecting and disposing of garbage, ashes and rubbish, for employing watchmen, for caring for vacant property, or for doing any other thing necessary or advisable in the opinion of the Developer for keeping the property neat or in good order. The maintenance charge is in addition to and not in lieu of all other maintenance requirements imposed on all owners of property by these restrictions.

f. The maintenance charge shall be computed at the rate of twenty-five (\$25.00) dollars for each acre (and at \$.000574 per square foot when fractional portions of acres are involved) included within the property owned by each lot owner. The

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ACKNOWLEDGEMENTCommonwealth of Massachusetts) S.S.
County of Worcester

Personally came before me this 6th day of October, 1970, James T. Wilcox, Vice President and Carl D. Valiton, Assistant Treasurer, of the above named corporation to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Asst. Treasurer of said corporation and acknowledged that they executed the foregoing instrument as officers as the free act and deed of said corporation, by its authority.

My commission expires:

FREDERIC L. DUPRE
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 15, 1977

Frederic L. Dupre, Notary Public
Worcester County, Massachusetts

ACKNOWLEDGEMENTState of Michigan) S.S.
County of Wayne)

Personally came before me this 30 day of November, 1970, the above named Donald C. Hayden and Agnes R. Hayden, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

My commission expires:

Notary Public, Wayne County, Mich.
My Commission Expires Jan. 27, 1974

Wayne Co., Mich. Notary Public
Edward Lollini

ACKNOWLEDGEMENTState of Michigan) S.S.
County of Wayne)

Personally came before me this 27 day of November, 1970, the above named Milton C. Myers and Carl W. Myers, as Co-Executors of Laura Myers Woolson Estate, Wayne County Probate File No. 568712, to me known to be the persons who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

My commission expires:

August 24, 1974

Roy J. Russell
Wayne Co., Mich. Notary Public

ACKNOWLEDGEMENTState of Michigan) S.S.
County of Wayne)

Personally came before me this 27 day of November, 1970, the above named Carl W. Myers and Mary J. Myers, his wife, and Milton C. Myers and Edna Myers, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged that they executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

My commission expires:

August 24, 1974

Roy J. Russell
Wayne Co., Mich. Notary Public

Instrument prepared by and returned to:
W. W. Bowman
32823 Twelve Mile Road
Farmington, Michigan 48024

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more of said restrictions by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing the same for record in the office of the Register of Deeds, Wayne County, Michigan. Any change in restrictions shall not operate to prohibit any use theretofore carried on lawfully and in accordance with these restrictions with respect to any party not joining in the execution of said amendment.

16. It is specifically provided, and the acceptance by any person of title to any of the lots included within the Subdivision shall constitute the agreement of such person, that in the event of disagreement as to the precise meaning of any term contained herein that the interpretation of the Declarant or the Developer, as the case may be, or the successor or successors in interest of either or both of them, including the association provided for in paragraph 14 hereof, shall be final. It is specifically provided and agreed that the usual rule requiring written documents to be construed against the party preparing such documents shall not apply to these restrictions.

17. Violations:

Violations of any restriction or condition or breach of any covenant or agreement herein contained shall give the Declarant and/or Developer in addition to all remedies provided by law, the right to enter upon the land as to which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, sign, thing or condition that may be or exist contrary to the intent and meaning of the provision hereof, and the Declarant and/or Developer shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

18. Severability:

Each restriction herein is intended to be severable and in the event that any one covenant is for any reason held void it shall not affect the validity of the remaining covenants and restrictions.

WHEREFORE the parties hereto have executed this Declaration of Restrictions on the 6th day of October, 1970

Signed in the presence of:

STATE MUTUAL LIFE ASSURANCE COMPANY
of America, a Massachusetts Corporation
440 Lincoln Street
Worcester, Massachusetts 01605

Lillian W. DeSantis
Lillian W. DeSantis

James T. Wilcox, Vice President

Mary E. Kroog
Mary E. Kroog

Carl D. Valiton, Asst. Treasurer

William W. Bowman
William W. Bowman

THOMPSON-BROWN COMPANY
William W. Bowman, Executive Vice Pres.

Florence M. Adair
Florence M. Adair

Robert H. Carey, President

Instrument prepared by and (continued)
returned to: W. W. Bowman, 32823 Twelve Mile Rd., Farmington, Mich.