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PATRICIA NEWKIRK HARDY
REGISTRAR OF DEEDS
WASHTENAW COUNTY, MICH.

RECIPROCAL COVENANTS BETWEEN PLYMOUTH SQUARE
ASSOCIATES AND THE ORCHARD HILLS-MAPLEWOOD
HOMEOWNERS ASSOCIATION CONCERNING THE
PLYMOUTH PROFESSIONAL PARK DEVELOPMENT AND
ADJACENT RESIDENTIAL PREMISES

This agreement sets forth all of the reciprocal covenants which have been entered into by and between PLYMOUTH SQUARE ASSOCIATES, a Louisiana partnership whose address is 1424 Whitney Building, New Orleans, Louisiana, 70130, hereinafter described as the "Owner", and the ORCHARD HILLS-MAPLEWOOD HOMEOWNERS ASSOCIATION, a Michigan non-profit corporation, whose address is 2340 Georgetown, Ann Arbor, Michigan, 48105, hereinafter described as the "Association", concerning the development and use of the PLYMOUTH PROFESSIONAL PARK, hereinafter described as the "Property" for the benefit of both parties hereto and their respective premises. The consideration for this agreement is the mutual reciprocal covenants and undertakings to be performed by each of the respective parties hereto.

1. The premises of the Plymouth Square Associates are described as:

Commencing at the center of Section 14, T2S, R6E, Ann Arbor Township, Washtenaw County, Michigan; thence No 89° 30' W 610.07 feet along the E-W 1/4 line of said section; thence North 10.00 feet for PLACE OF BEGINNING; thence South 635.90 feet; thence N 89° 40' W 61.47 feet; thence South 1400.25 feet; thence S 70° 49' W 688.22 feet along the north line of Plymouth Road; thence North 2266.28 feet; thence S 89° 39' E 711.48 feet to the Place of Beginning, being a part of the SW 1/4 of said Section 14, containing 33.00 acres of land more or less, being subject to an easement granted to the Detroit Edison Company in Liber 1274, page 459 over the northerly 15.0 feet thereof.

as shown by the plat of the premises which is marked as Exhibit "A" and which is attached hereto and made a part hereof.

2. The premises owned by members of the Orchard Hills-Maplewood Homeowners Association which are bound by and which are to specifically benefit from this agreement are:

Parts of subdivisions of the City of Ann Arbor, County of Washtenaw, Michigan which specifically include:

Smokler-Bolgos Subdivision, Lots 16-28

Forest Hills Subdivision, Lots 27, 77-96, 101-110

Forest Hills Subdivision No. 2, Lot 111

In entering into this agreement, the Association is acting in part for the benefit of the present and future owners of said premises who are hereby declared to be third party beneficiaries.

A. Preservation of Wooded Area

1. Building construction and other improvements on Lot No. 8

of the "Property" will be limited to the south 375 feet and the east 437 feet of the lot. Building and parking activities on this lot will be kept at least 275 feet south of the north Property line and 275 feet east of the west Property line.

2. Construction and other improvements occurring on Lot 8 will be conducted in a manner that will not materially affect the present trees, shrubs and other plant life in the area of this lot in which such activity is prohibited, with the exception that the Owner will be permitted to thin out trees in the first ten feet to the west and north of the building construction and improvement area described above in order to avoid an abrupt change of landscape.

3. Within the area of Lot 8 in which construction and other improvements are prohibited, there will be no dumping, no parking, no fences, no removal of trees or impairment of natural features (except as permitted in the 10 foot transition zone) no structures and no use or storage of vehicles or equipment except for temporary use of equipment related to gardening and lawn care by the Owner, adjoining property owners or others.

4. Owners of lots abutting Lot No. 8 on the north and west are hereby granted easements of use over the portion of this lot which is adjacent to each respective lot abutting and within 70 feet of the west and north Property lines. The easement of an adjacent lot owner whose lot bounds the property on the north extends from the points where the lot owner's side lot lines intersect the subdivision boundary and thence from the two points so established a distance of 70 feet and perpendicular to a line on the Property which is 70 feet south of the common boundary of the two subdivisions. The easement of the adjacent lot owners whose lot bounds the Property on the west extends from the two points where the lot owner's side lot lines intersect the subdivision boundary and thence from the two points so established a distance of seventy feet and perpendicular to a line on the Property which is 70 feet east of the common boundary of the two subdivisions.

5. The easement granted to benefit each adjacent lot on the 70 foot easement area shall be specifically limited to gardening and landscaping uses and light, intermittent, lawful, recreational uses or activities which will not disturb the land or its basic appearance as an attractive open space.

6. No activities will be allowed within the 70 foot easement which would materially affect the trees, shrubs and plant life and wildlife.

7. The established grade within the 70 foot easement shall not be altered.

8. Each lot owner entitled to use the 70 foot easement will be responsible for all grounds maintenance and removing any prohibited items or structures placed hereafter within the easement and agrees to comply with all City ordinances affecting the land subject to the 70 foot easement.

B. Buffer Zone along West Boundary

1. The owners of lots abutting the west boundary of the Property south of the north boundary of Lot No. 7 are hereby granted easements on the specific parcels immediately to the east of their respective

lots in each case and limited to the same northsouth dimension as the dimension of the said abutting lots and all within the west 70 feet of the Property. A lot owner's easement is determined by the extension of the north and south lot lines from the point of intersection of the side lot lines with the subdivision boundary and thence from the two points so established a distance of seventy feet and perpendicular to a line on the Property which is 70 feet east of the common boundary of the two subdivisions.

2. Each lot owner granted an easement has the right to use the land subject to the easement solely for gardening, landscaping and non-disturbing recreational uses.

3. Each lot owner entitled to use the 70 foot easement is responsible for all grounds maintenance and removing any prohibited items or structures placed hereafter within the easement and agrees to comply with all City ordinances affecting the land subject to the 70 foot easement. There will be no parking, no dumping, no fences, no storage, no compost heaps, nor storage of vehicles within the easement, but the temporary use of equipment for gardening or lawn care shall be allowed on a reasonable basis and is expressly permitted.

4. The established grade within the easement shall not be altered; nor shall any of the earth material or existing trees or shrubs be removed.

5. The individuals granted easements of use and the Association will be responsible for watering the trees and other new landscaping planted as part of the development of the Property within the area subject to the easements until such time as the construction of improvements commences on the lots subject to the easements.

6. The Owner will install and maintain a landscape buffer or a combination of landscaping and berming centered along the line 70 feet east of the west property line and landscape screening to provide approximately 60% visual screening in winter and approximately 80% visual screening in summer. These percentages shall be in accordance with and shall exceed the requirements of the Ann Arbor City Landscape and Land Use Buffers Ordinance (Chapter 62 of Title V of the Ann Arbor City Ordinance Code, as of October 16, 1978.)

7. The Owner agrees to provide approximately 70% screening in the winter and approximately 90% screening in the summer through either landscaping or a combination of landscaping and berming along the line 70 feet from the west Property line for Lot No. 1 of the proposed plat. Any parking lots or driving lanes on Lot No. 1 will be screened along their western boundary by an opaque fence or berm at least four feet high. These percentages shall be in accordance with and shall exceed the requirements of the Ann Arbor City Landscape and Land Use Buffers Ordinance (Chapter 62 of Title V of the Ann Arbor City Ordinance Code, as of October 16, 1978.)

8. The landscape buffer or berm for Lots No. 1 through 7 inclusive of the proposed plat will be installed at the time Commonwealth Boulevard is constructed and prior to public usage of any part of that Boulevard.

9. The west 100 feet of the Property south of the north boundary of Lot No. 7 (including the 70 foot easements referred to above) shall be preserved as a buffer zone. The eastern

boundary of this zone shall be 100 feet east of the west boundary of the Property beginning at Plymouth Road and extending north to the north boundary of Lot No. 7. The Owner will be bound by the same restrictions on use in this 100 foot strip as outlined above regarding the 70 foot easement. For example, no structure will be allowed within this 100 foot strip. There will be no parking, no dumping, no fences, no storage, no compost heaps and no vehicle use or storage.

10. The east 30 feet of this 100 foot strip will be maintained by the Owner.

C. Zoning & Land Use

1. The Owners land on the east side of Commonwealth Boulevard shall be rezoned to Office, except for the first lot off of Plymouth Road which shall be rezoned PUD. The PUD shall not exceed 134,300 square feet. Both parties acknowledge the PUD plan will be changed but the building use will not change and the size of buildings and parking area will not increase. The Association will support any such change. (The designation PUD means Planned Unit Development).

2. The only property of the Owner to be rezoned on the west side of Commonwealth Boulevard will be the first lot off of Plymouth Road. It will be rezoned to Office and will not exceed 62,900 square feet.

3. All remaining land within the Owner's Property will continue to have its present Research zoning, except that Lot No. 8 may be rezoned to Office in the future, and the Association will support the rezoning; however, the Owner agrees that the Floor Area Ratio of any buildings constructed on Lot No. 8 shall not exceed 20% of the entire lot area of 466,300 square feet. Parking areas serving buildings on Lot No. 8 will not be placed within 275 feet of any residential property to the north. Such rezoning will not modify any of the provisions of Section A of this agreement.

4. Within the portion of the Property zoned Office, no residential uses or uses which are permitted in the Office zone in the Ann Arbor Ordinance but require Zoning Board of Appeals approval (as provided by Section 5:21 (10)(b)(7) and 5:21 (10)(d) will be permitted. The rezoning of Office zoned lots to Research is acceptable to the Association.

5. The Floor Area Ratio in the entire portion of the Owner's property in the Research zone will not exceed 20% of the lot area; in the Office zone it will not exceed 30% of the lot area. This shall not preclude the Owner from increasing the size of any building lot by adding together parts of more than one lot.

6. The minimum lot size on the Owner's property will be 60,000 square feet in the Research zone and 40,000 square feet in the Office or PUD zones.

7. Building height on the Owner's property will not exceed 35 feet (3 stories).

8. The Association acknowledges the intention of the Owner to seek certain variances for the Property, which are as follows: front setback of 25 feet on Lot No.'s 2 through 8; maximum height of 35 feet on Lot No.'s 1 through 8; parking in front setback on Lot No.

8; and reduction of the interior and perimeter landscaping requirements applicable to Lot No. 8 by one-half. The Association recognizes the critical importance of these variances to the development of the Property and agrees to support the Owner's application to the Zoning Board of Appeals for approval of these variances.

9. The Association will be represented on the Architectural Control Committee for the Property. All building and site plans will be submitted to the Association's member of the Architectural Control Committee at least ten (10) days prior to their submission to the City of Ann Arbor.

10. All buildings on the Owner's property will have brick or comparable quality, as unanimously determined by the Architectural Control Committee, of exterior finish on all sides. Refuse areas will be fully screened, as will roof-top mechanical equipment.

11. Utilities on the Owner's property will be placed underground.

12. No fences will be permitted within the buffer zones. Other fences on the Owner's property will be permitted as approved by the Architectural Control Committee.

13. There will be no more than 13 lots on the Owner's property.

14. Outdoor lighting for the Property will be of a non-glare type so as not to disturb the owners of adjacent lots.

15. Any restaurant on the PUD site of the Property will be a sit-down restaurant and not a fast-food type.

16. Until removed from the Property, any construction debris will be dumped and stored only on the lot which generates that debris.

17. The Owner agrees that all activities occurring on the Property will comply with City Ordinances pertaining to the production of noise, heat, glare, light, vibration, odors, electro-mechanical or radioactive radiation and to other discharges, whether solid, liquid or gaseous.

18. The Association agrees to publicly support through written communication with the Planning Commission and the City Council the approval of the site plans for each lot on the Owner's property provided the proposed site plan is consistent with all City Ordinances and with the terms of this agreement.

D. General Provisions

1. The rights, restrictions and covenants provided for by this agreement shall run with the land and shall remain in effect for 100 years. The provisions of this agreement may be modified by mutual consent of the Owner and a three-fourths majority of the owner's of lots adjacent on the west and north of the Property, and the Association, if active. If the Association shall terminate or otherwise cease to be an active entity, the terms of this agreement shall nevertheless survive and remain in effect for the benefit of the Owner and the owners of the adjacent lots on the west and north of the Property and the remaining third party beneficiaries as described herein.

2. If the owner of an adjacent lot to whom is granted an ease-

ment by this agreement fails to comply with the use restrictions after 10 days notice of violation, the Owner will notify the Association, and the Owner can seek injunctive relief and/or damages, and may revoke the easement unilaterally without the necessity of any judicial proceedings for that lot upon approval of the Association Board of Trustees. Failure of the Association to respond within sixty (60) days of written notice waives the Association's approval rights. If an easement is cancelled under this provision, nothing shall prevent a successor lot owner from applying to have the easement reinstated.

3. The Association agrees to use its best efforts to promptly inform all parties subsequently purchasing lots having an easement of the terms and conditions of the easement.

4. The Association will use its best efforts to bring about compliance with the terms of the easement.

5. The individual grantees of the easements of use, in consideration of the grant of easement which is provided herein, hereby undertake and agree to save harmless the Owner and its successors or assigns or grantees from any and all liabilities arising out of the use of that easement by the individual grantees, their guests and invitees, except for such liabilities as may arise out of the active negligence of the Owner or its successors, assigns or grantees, and the said grantees and the Association further agree to expressly comply with all of the provisions, requirements and commitments set forth above as an express condition for the continuation of said easement.

6. The Owner expressly warrants that it has legal authority to enter into this agreement and that the person signing in its behalf has legal authority to do so. The Association expressly warrants that it has legal authority to enter into this agreement and that the person signing on its behalf has legal authority to do so.

7. The Owner warrants that it possesses full legal title in fee simple to the premises described above as the "Property".

IN WITNESS WHEREOF, the parties have set their respective hands and seals or have otherwise validly and properly executed these covenants on the day and date respectively hereafter set forth.

Witnessed:

Fred S. Steinhold
FRED S. STEINHOLD

William C. Martin
WILLIAM C. MARTIN

PLYMOUTH SQUARE ASSOCIATES, A
Louisiana Partnership, the OWNER

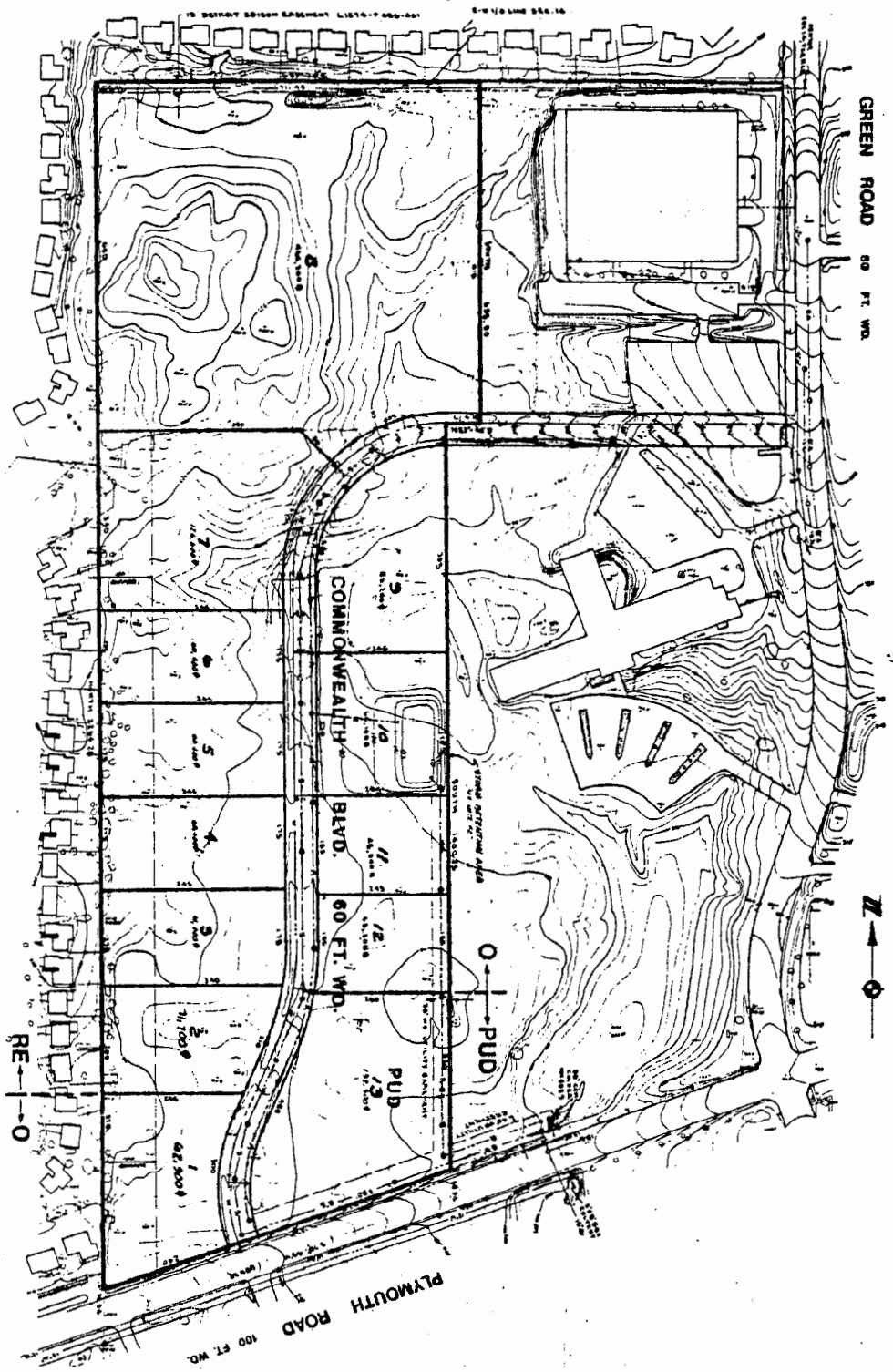
by FIRST PROPERTY ASSOCIATES, a
Michigan Limited Partnership,
and a general partner of
PLYMOUTH SQUARE ASSOCIATES

by William C. Martin (L.S.)
William C. Martin, President of
First Martin Corporation, a Michigan
Corporation, General Partner of
First Property Associates

STATE OF MICHIGAN)
) ss.
COUNTY OF WASHTENAW)

On this 22nd day of January, A.D., 1980, before me

GREEN ROAD 60 FT. WD.



FOREST HILLS SUBDIVISION



SITE DATA

Lot Area	45,100 sq. ft.
Proposed Area	11,000 sq. ft.
Land Area	11,000 sq. ft.
Number of Lots	1
Lot No.	8
Zone	R-1
Area	11,000 sq. ft.
Total	11,000 sq. ft.

OTHER NOTES:

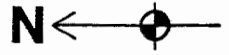
1. All lots are to be developed.
2. All lots are to be developed.
3. All lots are to be developed.
4. All lots are to be developed.

EXHIBIT "A"

CLIENT: FIRST MARINE CORPORATION
 PROJECT: PLYMOUTH PARK
 PROFESSIONAL PAK

SECTION 14, ZONE 2, DOWNTOWN & URBAN
 CITY OF ALBANY, NEW YORK
 ATTORNEY: ATWELL-HICKS, INC.
 1406-65

- A. Preservation of Wooded Area
 - 1. Building construction and other improvements on Lot No. 8



Green Road



National
Sanitation
Foundation

Office — PUD

Plymouth Road

Research
Office
Facility

1.9
ACRES
⑨

1.5
ACRES
⑩

1.0
ACRES
⑪

1.1
ACRES
⑫

3.0
ACRES
⑬

wooded lot
10.6
ACRES
⑧

Commonwealth Boulevard

2.9
ACRES
⑦

1.4
ACRES
⑥

1.4
ACRES
⑤

1.4
ACRES
④

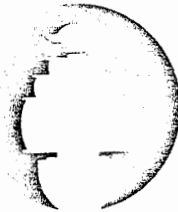
1.4
ACRES
③

1.6
ACRES
②

1.4
ACRES
①

Research — Office

PLYMOUTH PARK
An Office and Research Center



First Martin Corporation

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