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AGREEMENT FOR PLANNED UNIT DEVELOPMENT

CHICHESTER SUBDIVISION NO. 1

THIS DECLARATION, made on the date hereinafter set forth by
Frank J. Winton, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Avon Township, County of Oakland, State of Michigan, which is more particularly described as:

Lots 1 through 95, inclusive, "Chichester Subdivision No. 1", being part of the S. E. 1/4 of Section 5, T. 3 N., R. 11 E., Avon Township, Oakland County, Michigan, as recorded in Plats 66-144, Pages 23-24-25, Oakland County Records, including Chichester Park A, a private park consisting of 9.9812 acres-

WHEREAS, the Avon Township zoning ordinance provides a substantial method for the development of a subdivision with areas to be set aside for the benefit of lot owners therein while maintaining the maximum density requirements of the zoning ordinance; and

WHEREAS, the Declarant wishes to develop the hereinabove described property under said provisions; and

WHEREAS, the Declarant applied for approval under the planned unit development provisions of said zoning ordinance for said Chichester Subdivision No. 1; and

WHEREAS, the Declarant wishes at this time to obtain final approval of the plat of Chichester Subdivision No. 1; and

WHEREAS, it is now desirable that Declarant and the Township of Avon enter into a binding contract relative to the details of the development of said subdivision, and the use and government of the Common Areas therein contained.

RECORDED
OAKLAND COUNTY, MICHIGAN
REGISTER OF DEEDS
1975 FEB 28 10:40 AM
S. O. [unclear]
CLERK-MICHIGAN

25-20

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Chichester Subdivision No. 1 Civic Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Chichester Park A, a private park containing 9.9812 acres and designated thusly on the recorded plat of Chichester Subdivision No. 1.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Frank J. Winton, his successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common area;

(b) ~~the right of the Association to suspend the voting rights~~ and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

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Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on January 1, 1977.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, which includes a storm water retention pond situated within the Common Area, and of the homes situated upon the Properties.

Section 3. Maximum Annual Assessment.

Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be no less than Ten Dollars (\$10.00) or more than Seventy Dollars (\$70.00) per Lot, except by the approval and consent in writing of the vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

(a) The Board of Directors may fix the annual assessment at an amount, not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Control and Jurisdiction by Avon Township. In the event that the Association shall at any time fail to maintain the Common Area, which includes the storm water retention basin therein, in reasonable condition and order, the Township may serve written notice upon the Association or upon said lot owners setting forth the manner in which the Association has failed to maintain the Common Area and the storm water retention basin therein

in reasonable condition and said notice shall include a demand that deficiencies of maintenance be cured within thirty (30) days thereof, and further, shall state the date and place of a hearing thereon before the Township Board or such other Board, body or official to whom the Township Board shall delegate such responsibility, which shall be held within fourteen (14) days of the notice. At such hearing the Township may modify the terms of the original notice as to the deficiencies and may give an extension of time within which they shall be cured. If the deficiencies set forth in the original notice or in the modifications thereof shall not be cured within said thirty (30) days or any extension thereof, the Township, in order to prevent the Common Area and the storm water retention basin therein contained from becoming a public nuisance, may enter upon said Common Area and maintain the same for a period of one (1) year. Said maintenance by the Township shall not constitute a taking of the Common Area nor vest in the public any right to use the same. Before the expiration of the said year the Township shall upon its own initiative, or upon the request of the Association, call a public hearing upon notice to the Association and to the members thereof, at which hearing such Association or the members shall show cause why such maintenance by the Township shall not, at the election of the Township, continue for a succeeding year. If the Township shall determine that the Association is ready and able to maintain the Common Area and the storm water retention basin therein contained in reasonable condition, the Township shall cease to maintain the Common Area and the storm water retention basin at the end of said year. If the Township shall determine that the Association is not ready and able to maintain the Common Area and the storm water retention basin therein contained in a reasonable condition, the Township may in its discretion continue to maintain said Common Area and the storm water retention basin during the next succeeding year and, subject to a similar hearing and determination, in each year thereafter.

(a) The cost, in the event the Township determines to maintain the Common Area and the storm water retention basin therein contained, shall be assessed against the Association and added to the tax rolls, collected and enforced in a like manner as general township taxes are collected and enforced. The Township shall be, at its option, subrogated to the right of the Association against its members to the extent of that cost, if the Township shall, by an official resolution, give 30 days written notice to each member of the Township's election to be subrogated.

Section 7. Recording. This agreement shall be recorded at the Register of Deeds Office, Oakland County, Michigan.

Section 8. Declaration of Restrictions. The Declarant and Developers have submitted to the Township a certain Declaration of Restrictions which have been approved by the Township, and which, together with this Agreement, shall constitute restrictions running with the land and applicable to said Chichester Subdivision No. 1.

Section 9. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 10. Date of Commencement of Annual Assessments: Due Dates.
 The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due

dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid.

Section 11. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 12. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography

by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

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STATE OF MICHIGAN }
COUNTY OF OAKLAND } SS.

On this 3rd day of December, 1974, before me, a Notary Public in and for said County, personally appeared EARL E. BORDEN, to me personally known, who being by me duly sworn, did say that he is the Supervisor of the Township of Avon, the municipal corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said municipal corporation by authority of its Township Board, and said deponent acknowledged said instrument to be the free act and deed of said municipal corporation.

Doris J. Ungler (Keylon)
Doris J. Ungler (Keylon)
Notary Public
Oakland County, Michigan

My Commission Expires: 11/6/76

Drafted by:

*Frank J. Winton, Atty
2621 Central PK Blvd
Southfield, Mich 48076
Suite 209.*