

DECLARATION OF RESTRICTIONSFORCHICHESTER SUBDIVISION NO. 1RECORDED IN LIBER 144 PAGES 23, 24 & 25This Declaration is made this 27th day of November, 1974, by

FRANK J. WINTON and FLORA JANE WINTON, his wife; BERNARD
HANDLMAN and FRIEDA HANDELMAN, his wife; and DAVID LEWIS and
LILLIAN LEWIS, his wife; of Southfield, Michigan, hereinafter referred to
as the "Grantors."

WITNESSETH:

WHEREAS, the Grantors are the owners of property located in the
Southeast 1/4 of Section 5, Town 3 North, Range 11 East, Avon Township,
Oakland County, Michigan, and described as Chichester Subdivision No. 1,
hereinafter referred to as the "Subdivision"; and

WHEREAS, this property is a tract of land containing 55.8829 acres
of land being developed by the Grantors for a single-family residential
development; and

WHEREAS, there is to be included within this development certain
areas which are to be available for the common use and enjoyment of owners
and residents of residential properties included within the development,
hereby designated as "Chichester Park A" and included on the recorded plat,
as well as a temporary retention pond to retain the storm water accumulating;
and

WHEREAS, it is necessary to establish binding conditions and
restrictions applicable to all property within the subdivision to insure the
proper maintenance and government of said common area and the rights of
property owners and residents therein; and

WHEREAS, it is the purpose and intention of this Declaration that all properties included within the subdivision shall be held and/or conveyed subject to the restrictions and conditions contained in the Declaration.

IT IS HEREBY DECLARED that the following restrictions and conditions are covenants running with the land, binding upon the heirs, personal representatives, successors and assigns of the Grantors and the Grantees of all individual lots and other parcels contained within the subdivision.

THERE IS HEREBY ESTABLISHED the Chichester Subdivision No. 1 Civic Association, consisting of the owners of lots 1 through 95, inclusive, and/or parcels of property included within the subdivision. The Chichester Subdivision No. 1 Civic Association shall be hereinafter referred to as the "Association."

(1) Such Association shall be organized as a non-profit corporation for a perpetual term under the laws of the State of Michigan, and shall be so incorporated within thirty (30) days following the recording of these restrictions. The Association shall exercise the authority and assume the obligations as set forth in a certain agreement between the Grantors and the Township of Avon, dated the 26th day of November, 1974, pertaining to the subject property. The Association shall also have such other powers as are granted to it by these restrictions and as shall be set forth in its by-laws.

(2) Membership in the Association shall be mandatory for each owner of a lot in the subdivision, including the Grantors.

(3) A member of the Association shall be defined as every person or entity who or which is a record owner of a fee or undivided fee interest in any lot or parcel under the jurisdiction of the Association, but not including any owners who have sold their interest under executory land contract.

During such time as such a land contract is in force, the land contract vendee shall be considered to be the member of the Association.

(4) The Association shall have two (2) classes of voting membership.

Class A - Class A members shall be all those owners as defined above, with the exception of the Grantors or their successors. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership. When more than one person holds any such 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 one lot.

Class B - Class B members shall be the Grantors or their successors. The Class B memberships shall be entitled to three (3) votes for each lot in which the Grantors or their successors hold the interest required for membership.

(5) The Grantors hereby dedicate and convey to each Class A and Class B member, as defined above, a right and easement of enjoyment in and to the commons area described above, hereinafter collectively referred to as "Commons Area", and hereby covenant for themselves, their heirs and assigns, that they will convey fee simple title to the Commons Area to the Association abovescribed, free and clear of all encumbrances and liens, within one (1) year from the date of this Declaration.

(6) Title to the Commons Area shall be vested in the Association subject to the right and easement of enjoyment in and to such Commons Area by its members. Said easement shall not be personal, but shall be considered to be appurtenant to said lots and parcels which easement shall pass

with the title to said lots and parcels, whether specifically set forth in deeds to the lots and parcels or not.

(7) The Association shall have the authority to make and enforce regulations pertaining to the use and maintenance of the Commons Area and all other property and easements under its jurisdiction, which regulations shall be binding upon the members of the Association and all residents of the development. The Association shall be obligated to maintain the Commons Area and all other parks, commons, easements, entry-ways or other property within the area which may be conveyed by the Grantors to the Association from time to time and such obligation may be enforced by any member of the Association or any property owner over which such an easement shall exist. This obligation specifically includes the maintenance of landscaping and entrance monuments, if any.

(8) The Commons Area may be used for recreation, hiking, nature study, picnicking, or other uses for the benefit of its members which may be determined by the Association. Recreational facilities, including, but not limited to, swimming and wading pools, tennis courts, picnic shelters, grills and fireplaces, playground equipment and similar items; may be constructed in the Commons Area by the Association or the Grantors. All residents of properties under the jurisdiction of the Association, and guests accompanying said residents, shall have equal access to the Commons Area and all facilities located thereon, subject to rules and regulations established by the Association, including, but not limited to the right to place limitations on the number of guests.

(9) Notwithstanding any other provision of this Declaration, the Grantors reserve the right to grant easements within the Commons Area for the installation, repair and maintenance of water mains, sewers, drainage

courses, and other public utilities, provided that such utilities shall be installed in such manner as to minimize damage to the natural features of the Commons Area.

(10) All the lots and/or parcels owned by the members of the Association shall be subject to an annual maintenance charge, to be paid by the respective owners thereof to the Association, in advance, on the 1st day of January of each year, commencing with January 1, 1975.

(11) The amount of said annual charge shall be established and may be adjusted from year to year by the Association, as the needs of the property may in their judgment require, but in no event shall such a charge be 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, which approval and consent shall make any such additional assessment binding upon all of the owners of property in said Chichester Subdivision.

(12) The maintenance fund shall be used for such of the following purposes as the Association shall determine as necessary and advisable for improving and maintaining the Commons Area and any other property of the Association, roadways and entry-ways of the development; for planting trees and shrubbery and the care thereof; for expenses incident to the construction, operation and maintenance of swimming pools, tennis courts or similar recreational facilities located within the Commons Area; for collecting and disposing of garbage, ashes and rubbish; for employing night watchmen; for caring for vacant property; for removing grass or weeds; for constructing, purchasing, maintaining or operating any community services; maintaining, cleaning, repairing where necessary, of retention ponds, if any; or for doing any other thing necessary or advisable in the opinion of the

members of the Association for the general welfare of the members; for expenses incident to the examination of plans and the enforcement of these restrictions or any other building restrictions applicable to said property or for any other purposes for which the Association is incorporated.

(13) All maintenance charges which shall remain due and unpaid on April 1st of the year in which said charges become due shall thereafter be subject to interest at the rate of six percent (6%) per annum.

(14) It is expressly understood and agreed that the annual maintenance charge shall be a lien and encumbrance on the land, with respect to which said charge is made, and it is expressly agreed that by the acceptance of title to any of said lots or parcels, the owner (not including thereby the mortgagee as long as he is not the owner) from the time of acquiring title thereto, shall be held to have covenanted and agreed to pay to the Association all charges provided for herein which were then due and unpaid to the time of his acquiring the title, and all such charges thereafter falling due during his ownership thereof. A certificate, in writing, issued by the prospective purchaser liable, or who may be liable for said charges, shall set forth the status of said charges. This certificate shall be binding upon the parties hereto.

(15) The lien provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any lot shall not affect the assessment lien. The sale or transfer of any lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, however, shall extinguish the lien of such assessments as to payments thereof 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.

(16) By his acceptance of title, each owner shall be held to vest in the Association the right and power in its own name to take and prosecute all suits, legal, equitable or otherwise; which may in the opinion of the Association be necessary or advisable for the collection of such charge or charges.

(17) Uses of Property

(a) All lots in the subdivision shall be used for residential purposes only and no building of any kind whatsoever shall be erected, re-erected, moved or maintained thereon except for occupation by one single family. A private attached garage or carport for the sole use of the owner, purchaser or occupant may be provided. A family shall mean one person or a group of two or more persons, living together and related by consanguinity, marriage or legal adoption. Persons thus constituting a family may also include foster children, guests and domestic servants. The Grantors may permit the occupation of a dwelling by persons not constituting a family, as defined herein, provided it finds that such occupancy will not be detrimental to the purposes sought to be obtained by these Restrictions. Such permission shall be obtained in writing from the Grantors prior to occupancy by persons not constituting a family as defined herein.

(b) Notwithstanding that which is contained herein to the contrary, the Grantors, their agents or sales representatives may occupy and use any house built in the Subdivision or a temporary building or mobile trailer as an office for sales, leasing and/or administrative purposes.

(c) House trailers, mobile homes, campers, boats, or boat trailers, trailers of any kind, or commercial vehicles (including pick-up trucks, except while making normal deliveries) shall not

be stored or parked on any lot except in the rear yard of the house on said lot and in no event less than 80 feet from the front lot line.

(d) No lot in said subdivision may be divided, provided, however, that the Grantors may approve the division of a vacant lot where a portion of said vacant lot is to be combined with an adjoining lot and which thereafter shall be considered to be a part of said adjoining lot for all purposes.

(18) Character, Size, and/or Locations of Buildings and Structures

(a) No building or other structure, including swimming pools, shall be commenced, erected or maintained, nor shall any addition to or change or alteration to any structure be made, except interior alterations, until the plan and specifications, prepared by a competent architect, showing the nature, kind, shape, height, materials, color scheme, location on lots and approximate cost of such structure and the grading plan of the lot to be built upon; shall have been submitted to and approved in writing by the Grantors and a copy of said plans and specifications, as finally approved, are lodged permanently with said Grantors.

(b) No fence, garden wall, patio screen, dog run, pool enclosure, or other similar devices and/or structures shall be permitted until the plans and specifications thereof shall, prior to start of construction, first have been submitted in writing to the Grantors and approved by the Grantors. Provided, however, that in approving any of the plans and specifications of the herein-abovementioned devices and/or structures the Grantors may require suitable screening with adequate shrubs, landscape materials or other modifications. In approving any of the abovementioned devices, the Grantors shall take into consideration the factors stated in the following paragraph.

A dog run may be approved subject to all the above, provided said dog run is attached to the rear of the main structure, does not extend beyond the side yard building lines of the main structure, and does not exceed 54 inches in height. Patio screens may be approved subject to all of the above, provided that said patio screen is attached to the rear of the main structure, does not exceed 6 feet in height, 16 feet in depth and 32 feet in width. In any event, no fence shall be permitted in the front yard or in either side yard, except an ornamental fence not exceeding 3 feet in height. The front and side yards shall include all of that area from the front lot line back to the rear corner of the building closest to each side lot line. Rear yard enclosures on lots adjoining open space or the commons areas shall not be permitted. The Grantors hereby expressly state their intention to maintain the open character of this residential area, and further expressly state their intention to discourage yard enclosures. A fence will be permitted to be erected around any privately owned swimming pool as a safety precaution or in accordance with ordinances regulating the construction and use of swimming pools.

Swimming pools are considered structures as defined under Section B - "Character and Size of Building", Paragraph 1, of the Chichester Restrictions. Only "in ground" pools will be approved in Chichester. Nonportable, above ground swimming pools will not be permitted. "Above Ground" pool is defined as being a swimming pool which projects 18" or more above grade on any side.

Therefore, the following will apply: For aesthetic and safety reasons, no above ground swimming pools will be allowed in Chichester. However, children's pools that comply to the

following requirements will be considered wading pools and not above ground pools. Any pool having a retaining wall no higher than 18" from ground level to the top edge of the retainer, and covering no more than 125 square feet of ground surface. Such pools to be a type that can be readily emptied; not requiring filtering equipment; and be in use only during the period from May 1st to October 1st.

(c) The Grantors shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable in their opinion for aesthetic or other reasons; and in so passing upon such plans, specifications and grading, they shall have the right to take into consideration the suitability of the proposed building or other structure to be built to 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. It is understood and agreed that the purpose of this paragraph is to cause the platted lands to develop into a beautiful harmonious, private residential area, and if a disagreement on the points set forth in this paragraph should arise, the decisions of the Grantors shall control.

(d) In the event that Grantors shall have failed to approve or disapprove such plans and location within 30 days after the same shall have been delivered to the Grantors, then such approval will not be required, provided the plans and location on the lots conform to, or are in harmony with, existing structures in the subdivisions; these restrictions, and any zoning law applicable thereto.

(e) In any case, with or without the approval of the Grantor no dwelling shall be permitted on any lot in the subdivision unless in the case of a one-story building the ground floor living area shall not be less than 1,200 square feet. In the case of a one and a half story building, the ground floor living area shall not be less than 900 square feet and the second floor shall not be less than 600 square feet; in the case of a multi-level building, the living area above grade shall not be less than 1,200 square feet; and in the case of a two-story building, the ground floor area shall not be less than 750 square feet and the second floor shall not be less than 750 square feet. All garages must be attached to the dwelling and shall not be included in computing square feet.

(f) Building Lines

(a) No building on any of said lots shall be erected nearer than 30 feet to the front lot line or nearer than ten (10) feet to the side lot line or a total of twenty-five (25) feet or nearer than thirty (30) feet to the side line on any corner or nearer than forty (40) feet to the rear lot line, or not less than thirty (30) feet when such lots border on land dedicated for open space purposes.

(g) Animals

No chickens, other fowl, horses or livestock shall be kept or harbored on any of the said lots, or common areas. No animals shall be kept or maintained on any lot, excepting household pets for use by the occupants of the dwelling. No animals shall be kept on the premises for any commercial use. Household pets shall have such care as not to be objectionable or offensive on account of noise, odor

or unsanitary conditions. Animals may be declared nuisances by Grantors and must be removed within 30 days if so requested, in writing, by the Grantors or their authorized representatives.

(21) Signs

No sign or billboard shall be placed or maintained on any lot, except one sign advertising the lot or house, and lot for sale or lease, and having not more than six (6) square feet of surface and the top of which shall be three (3) feet or less above the ground; provided, however, such other signs may be erected and maintained on lots as are permitted by written consent of the Grantors.

(22) Easements

Easements and rights-of-way are hereby reserved as shown on the recorded plat. In addition to the above, easements and rights-of-way are reserved in and over a strip of land six (6) feet in width along all rear 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 Grantors. 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 Grantors to any person, firm, governmental unit or agency or corporation furnishing any such services.

(23) Refuse

No refuse pile or other unsightly or objectionable materials shall be allowed on any of said lots unless the same shall be properly concealed. Refuse, ashes, building materials, garbage and debris of any kind shall be cared for in such a manner as not to be

offensive to neighboring property owners. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(24) Assignment of Grantors' rights.

Grantors may at any time assign all or part of their rights, privileges and duties of supervision and control in connection with these restrictions which are herein reserved to the Grantors, to the Chichester Subdivision Civic Association and upon the execution and recording of appropriate instruments of appointment by the Grantors, the said Association shall thereupon have and exercise all the rights from further obligations and responsibilities in connection therewith. At such time as the Grantors or their successors no longer have interest in any of the property, all such rights still held by the Grantors shall thereafter be vested in the Association.

(25) With respect to said subdivision, violation of any restrictions or condition or breach of any covenant or agreement herein contained shall give the Grantors in addition to all other 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 provisions hereof, and the Grantors shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

(26) Grantors, their successors or assigns, shall not be liable for 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,

negligence or nonfeasance of themselves, their agents or employees arising
 it of or in connection with the approval or disapproval or failure to approve
 any plans or specifications, the enforcing or failure to enforce any of the
 restrictions herein contained or the doing or failure to do any act which the
 Grantors are empowered to perform hereunder.

(27) All the restrictions, conditions, covenants, charges and
 agreement contained herein shall continue in force until January 1, 1961
 and shall automatically be continued thereafter for successive periods of
 twenty (20) years each; provided, however, that after January 1, 1961, the
 owners of property representing not less than 2/3 of the total votes of the
 Association may amend these restrictions by written instrument executed
 by said owners and recorded in the office of the Register of Deeds for Oakland
 County, excepting the provision contained in Paragraph (28) following which
 shall be binding and effective in perpetuity.

(28) That any building used or capable of being used for residential
 purposes and occupancy within or affected by the flood plain shall:

- A. Build his or its residence to comply with the following:
 1. Said residents shall be served by streets within the
 proposed subdivision having surfaces higher than the elevation
 of the contour defining the flood plain limits.
 2. Have lower floors, excluding basements, a minimum
 of one foot higher than the elevation of the contour defining the
 flood plain limits.
 3. Have openings into the basement not lower than the
 elevation of the contour defining the flood plain limits.

4. Have basement walls and floors, below the elevation of the contour defining the flood plain limits, watertight and reinforced to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the flood plain limits.

5. Be equipped with a positive means of preventing sewer backup from sewer lines and drains which serve the building.

6. Be properly anchored to prevent flotation.

B. The flood plain limits, as set by the Department of Natural Resources (Water Resources Commission), at the upstream edge of the proposed subdivision indicates an elevation of 899.3 U. S. G. S. and 894.9 at the downstream edge of such subdivision.

(29) Each restriction contained 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.

IN WITNESS WHEREOF, the Grantors have executed this Declaration

on the date stated above.

Witnesses:

Pamela David
Pamela David

Elizabeth J. Boston
Elizabeth J. Boston

Glenna H. Hawley
Glenna H. Hawley
Oscar B. Boyce D.C.
OAKLAND COUNTY HEALTH DEPARTMENT
27725 GREENFIELD ROAD
SOUTHFIELD, MICHIGAN 48076

Frank J. Winton
FRANK J. WINTON

Flora Jane Winton
FLORA JANE WINTON

David Lewis
DAVID LEWIS

Lillian Lewis
LILLIAN LEWIS

Bernard Handelman
BERNARD HANDELMAN

Frieda Handelman
FRIEDA HANDELMAN

156411 WEE 47

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STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 27th day of November, 1974, before me, a Notary Public, personally appeared FRANK J. WINTON, FLORA JANE WINTON, DAVID LEWIS, LILLIAN LEWIS, BERNARD HANDELMAN and FRIEDA HANDELMAN, to me known to be the persons described in and who executed the foregoing Declaration of Restrictions and acknowledged that they executed the same as their free act and deed.

Glenna H. Hawley
Glenna H. Hawley - Notary Public
Wayne County (Acting in Oakland)
Michigan

My Commission Expires: August 7, 1978

Instrument Drafted by: Frank J. Winton
26211 Central Park Blvd.
Southfield, Mich. 48076

When recorded return to: Frank J. Winton
26211 Central Park Blvd.
Southfield, Mich. 48076