

DECLARATION OF RESTRICTIONSFORCHICHESTER SUBDIVISION NO. 2

LIBER 152 PAGES 20, 21 & 22

THIS DECLARATION made this 18th day of May, 1977, by

F J W CORPORATION, a Michigan corporation, with its office at 26211 Central Park Blvd., Southfield, Michigan 48076 (hereinafter referred to as "Grantor") and joined in by CHICHESTER SUBDIVISION NO. 1 CIVIC ASSOCIATION, a Michigan nonprofit corporation, whose address is 26211 Central Park Blvd., Southfield, Michigan 48076 (hereinafter referred to as the "Association"); BERNARD HANDELMAN and ETTIE HANDELMAN, his wife, and DAVID LEWIS and LILLIAN LEWIS, his wife, whose address is 34173 Quaker Valley Lane, Farmington, Michigan 48018; and MICHIGAN NATIONAL BANK OF DETROIT, a National Banking Association, whose address is 22595 West Eight Mile Road, Detroit, Michigan 48219.

WITNESSETH THAT:

WHEREAS, the Grantor owns certain property in Avon Township (hereinafter referred to as the "Township"), County of Oakland, State of Michigan, which is more particularly described as:

Chichester Subdivision No. 2 - Part of the E. 1/2 of Section 5, T. 3 N., R. 11 E., Avon Township, Oakland County, Michigan, containing 90 lots, Numbered 96 through 185, both inclusive, and having an over-all area of 52.941 acres; Recorded in Liber 152 Pages 20, 21 & 22 OCR

WHEREAS, under date of 26th of November, 1974, all the then Owners of the land parcel developed as Chichester Subdivision No. 1 entered into an Agreement with the Township, which said Agreement is recorded in Liber 6433, Pages 784 through 795, inclusive; Oakland County Records, and which Agreement specifies in detail how Chichester Subdivisions are to be developed, and the rights, responsibilities

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and burdens of all Chichester Subdivision owners intended to be protected and to assume certain responsibilities pursuant to the Township's zoning ordinances relative to planned unit development of a land parcel which incorporates park areas, as discussed and defined therein;

WHEREAS, a Declaration of Restrictions for Chichester Subdivision No. 1 (hereinafter referred to as the "Basic Restrictions") was executed under date of 27th of November, 1974, and recorded in Liber 6411, Pages 32 through 47, inclusive, Oakland County Records. The said Basic Restrictions are completely explicit with respect to the rights and burdens upon the therein Grantors, the Association, Federal Housing Administration, Veterans Administration and Mortgagees; and

WHEREAS, Article VI, Section 5 of the Agreement for Planned Unit Development provides for the annexation of certain properties, including the herewith proposed subdivision, by Amendment to the said Agreement, which said Agreement has been executed by the Grantors therein and approved by the necessary parties.

NOW, THEREFORE:

(I) The herewith Restrictions shall and hereby do incorporate all of the terms, conditions and provisions of the Basic Restrictions and same shall apply in full force and effect to the herewith subdivision, except as follows:

(A) Grantor herein shall be and is F J W Corporation.

(B) For purposes of these Restrictions, the term "Chichester Subdivision No. 2" shall be substituted for "Chichester Subdivision No. 1" wherever the latter appears in the Basic Restrictions.

(C) Architectural Control shall be exercised exclusively by the herewith Grantor, with respect to all lots in Chichester Subdivision No. 2, with the Association retaining Architectural Control and jurisdiction over the Common Area (referred to as "Park Area" in the aforementioned Planned Unit Development Agreement with the Township and as described in the Plats of Chichester Subdivision No. 1 as Private Park A and in Chichester Subdivision No. 2 as Private Parks B and C).

(D) Grantor waives the right of annexing additional properties, as set forth in Article VI, Section 4 of the Planned Unit Development Agreement with the Township; it being specifically understood and agreed, however, that Owners in Chichester Subdivision No. 2 shall in no way be excluded from the benefits recited in the aforesaid Article VI, Section 4, with respect to reciprocal negative easements, or equivalent.

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

(1) Build his or its residence to comply with the following:

(a) 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.

(b) Have lower floors, excluding basements, a minimum of one foot higher than the elevation of the contour defining the flood plain limits.

(c) Have openings into the basement not lower than the elevation of the contour defining the flood plain limits.

(d) Have basement walls and floors, below the elevation of the contour defining the flood plain limits, watertight and designed to withstand hydrostatic pressures; which may be acting from a water level equal to the elevation of the contour defining the flood plain limits, following methods and procedures outlined in Chapter 5, Type A construction and Chapter 6 for Class 1 loads found in "Flood Proofing Regulations" EP 1165 2 314, prepared by the Office of the Chief of Engineers, U. S. Army, Washington, D. C., June 1972. Figure 5, Page 14.5 of the Regulations shows typical foundations, drainage and waterproofing details. This document is available, at no cost, from the Department of Natural Resources, Water Management Division, P. O. Box 30028, Lansing, Michigan 48909, or Department of Army, Corps of Engineers, Publications Depot, 890 South Pickett, Alexandria, Virginia 22304.

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

(f) Be properly anchored to prevent flotation.

(2) 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 925.2 (U. S. G. S.) and 902.9 at the downstream edge of such subdivision.

(3) That the foregoing provisions of Paragraph 1(E), with respect to the flood plain, shall be binding and effective

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in perpetuity, and no filling or occupation of the flood plain area will be allowed without the approval of the Department of Natural Resources, notwithstanding anything herein to the contrary.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 18th day of May, 1977.

WITNESSES:

Shirley Damron
Shirley Damron
Glenna H. Hawley
Glenna H. Hawley

F J W CORPORATION,
a Michigan corporation
By: Frank J. Winton
Frank J. Winton - President

Shirley Damron
Shirley Damron
Glenna H. Hawley
Glenna H. Hawley

CHICHESTER SUBDIVISION NO. 1
CIVIC ASSOCIATION,
a Michigan non-profit corporation
By: Frank J. Winton
Frank J. Winton - President

Shirley Damron
Shirley Damron
Glenna H. Hawley
Glenna H. Hawley

Bernard Handelman
BERNARD HANDELMAN

Shirley Damron
Shirley Damron
Glenna H. Hawley
Glenna H. Hawley

Ettie Handelman
ETTIE HANDELMAN, his wife

Shirley Damron
Shirley Damron
Glenna H. Hawley
Glenna H. Hawley

David Lewis
DAVID LEWIS

Shirley Damron
Shirley Damron
Glenna H. Hawley
Glenna H. Hawley

Lillian Lewis
LILLIAN LEWIS, his wife

WITNESSES:

Shirley Damron
Shirley Damron

Glenna H. Hawley
Glenna H. Hawley

MICHIGAN NATIONAL BANK
OF DETROIT,
a National Banking Association

By: R. J. Lee
R. J. Lee - Asst. Vice President

STATE OF MICHIGAN) SS:
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 18th day of May, 1977, by Frank J. Winton, President of F J W CORPORATION, a Michigan Corporation, on behalf of the said corporation.

Glenna H. Hawley
Glenna H. Hawley - Notary Public
Wayne County, Michigan

My Commission Expires: August 7, 1978

STATE OF MICHIGAN) SS:
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 18th day of May, 1977, by Frank J. Winton, President of CHICHESTER SUBDIVISION NO. 1 CIVIC ASSOCIATION, a Michigan nonprofit corporation, on behalf of the said corporation.

Glenna H. Hawley
Glenna H. Hawley - Notary Public
Wayne County, Michigan

My Commission Expires: August 7, 1978

STATE OF MICHIGAN) SS:
COUNTY OF WAYNE)

On this 18th day of May, 1977, before me, a Notary Public for the County of Wayne, personally appeared BERNARD HANDELMAN, and ETTIE HANDELMAN, his wife; and DAVID LEWIS and LILLIAN LEWIS, his wife; to me known to be the persons described in and who executed the foregoing Restrictions and acknowledged that they executed the same as their free act and deed.

Glenna H. Hawley
Glenna H. Hawley - Notary Public
Wayne County, Michigan

My Commission Expires: August 7, 1978

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STATE OF MICHIGAN) SS:
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 18th
day of May, 1977, by R. J. Loree, Assistant Vice President of
MICHIGAN NATIONAL BANK OF DETROIT, a National Banking Association,
on behalf of the said association.

Glenna H. Hawley
Glenna H. Hawley, Notary Public
Wayne County, Michigan

My Commission Expires: August 7, 1978

RECORDED
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Lynd D. Allen
LYND D. ALLEN
CLERK-REGISTER OF DEEDS