

University Hills No. 1

RESTRICTIONS:

WHEREAS, it is the desire of said Corporation that said land be improved, used and occupied in a manner which will create and maintain a desirable community of good quality and values,

NOW THEREFORE, for the purposes aforesaid and for the benefit of said Corporation and all future owners of lots in said subdivision, and in consideration of the advantages to be mutually derived by said Corporation and its successors and assigns and all those who may in the future own lots in said subdivision, it is hereby covenanted and agreed that there is hereby imposed upon each numbered lot in said subdivision the following restrictions upon their use:

1. Said land shall be used for single family residential purposes only. No building shall be erected, altered, placed, or permitted to remain upon any lot or building site except one detached single family dwelling and a private garage or carport to be used in connection therewith. Notwithstanding that which is contained herein to the contrary, the Corporation, its agents or sales representatives, successors and assigns may occupy and use any house built in the subdivision as a sales office for handling sales of lots and houses until all of the lots and houses built in the subdivision have been sold.

2. No dwelling shall be erected or placed upon any lot or building site having a width of less than 90 feet at the building setback line nor having an area of less than 13,500 square feet.

3. No dwelling shall be permitted on any lot or building site of which the foundation area of the main structure, exclusive of open porches, and garages, shall be less than 750 square feet for a two-story dwelling or less than 1,000 square feet for a one-and-one half story dwelling or a split-level dwelling or less than 1,200 square feet for a one story dwelling. A two-story dwelling shall have not less than a total of 1,500 square feet on both floors. A one-and-one half story dwelling and a split-level dwelling shall have not less than a total of 1,600 square feet on all floors. The above areas are based on dimensions measured from outside to outside of walls or partitions enclosing useable space.

4. No building shall be located on any building site nearer than 40 feet to the front lot line, nor nearer than 10 feet to any interior lot line, nor nearer than 25 feet to any side street line. Moreover a minimum distance of 20 feet shall be maintained between dwellings. For the purpose of the covenants in this paragraph, eaves, steps, chimneys, bay windows, planting boxes and open porches shall not be considered as a part of a building.

5. No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be used on said land at any time as a residence either temporarily or permanently. Bath houses used in conjunction with a privately owned swimming pool and greenhouses used for private purposes only will be permitted provided that prior approval of the design, construction and location has been obtained from the Architectural and Plan Control Committee.

6. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs of whatever size used by or for a builder to advertise the property during the construction and sales period.

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7. No noxious or offensive activity shall be carried on upon said land nor shall anything be permitted thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

9. Fences, garden walls and other devices used to separate properties or privacy walls or screens may be constructed provided that they are of a decorative type and provided further that prior approval of the design and materials from which they are to be built has been obtained from the Architectural and Plan Control Committee. In any event no fence shall extend on either side of the lot toward the front of the lot farther than the rear building line of the house, except for those lots abutting on Old Perch Road, where the fence on the road side only, may extend to the front lot line. A fence will be permitted to be erected around any privately owned swimming pool as a safety precaution.

10. No hedge or shrub planting which obstructs sight lines at elevations between 3 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of rounded property corner from the intersection of the street property lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

11. No building, swimming pool or structure of any kind shall be erected, placed, or altered upon this property until the plans and specifications for such construction or alteration, together with a plot plan showing the location of the structure or alteration have been approved by the Architectural and Plan Control Committee as to proposed workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to lot lines and finish grade elevation; no fences or walls shall be erected, placed, or altered on this property until the plans and specifications and plot plan showing the location at which it is to be erected shall have been approved by the Architectural and Plan Control Committee before construction or alteration has been commenced.

12. No part of this property shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other wastes. If public authorities do not provide for the removal of such trash, garbage, or other waste, the owner of the lot hereby covenants to dispose of such items at regular intervals, either by approved incinerator, mechanical disposer, or by arranging for the removal thereof from the premises to a public dump or other point of disposal. If such disposition is by removal from the premises, such removal shall take place at least twice a month. Trash, garbage or other waste pending removal shall not be kept except in sanitary containers, and shall not be kept in front of the dwelling unit or in any other place which the Architectural and Plan Control Committee deems detrimental to the appearance of the community.

13. Easements and rights of way are hereby reserved as shown on the recorded plat. In addition an easement is reserved in and over a strip of land 4 feet in width adjacent to each side lot line and each rear lot line wherever it may be deemed necessary for the purpose of installing and maintaining a water supply system and a drainage system of swales and/or conduits. Drainage swales shall not be altered in any manner that will prevent them from performing the drainage function for which they are intended.

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14. No way of egress or ingress shall be permitted over the dividing line between any lot abutting on Avon Road or Old Perch Road.

15. The Architectural and Plan Control Committee shall consist of one or more persons appointed by University Hills, Inc.. University Hills, Inc, shall have the right to assign this power of appointment to any person or corporation which it may designate by an instrument in writing. The Architectural and Plan Control Committee shall have the right to refuse to approve any plan of a house, swimming pool, fence, or other structure or specifications therefor or grading plan, which are not suitable or desirable in its opinion for aesthetic or other reason; and in so passing upon such plans, specifications and grading, it 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 the paragraph is to cause the platted lands to develop into a beautiful, harmonious private residential section, and if a disagreement on the points set forth in this paragraph should arise, the decision of the Architectural and Plan Control Committee shall control.

16. These covenants are to run with the land and shall be binding on the parties hereto, their heirs, devisees, representatives, and assigns until January 1, 1980, and thereafter for successive periods of 10 years each unless cancelled, altered, amended or modified by the owners of 75% of the lots in this subdivision by an instrument in writing recorded in the Office of the Register of Deeds for Oakland County, Michigan. These restrictions may be altered, amended, or modified at any time and from time to time as above provided and shall thereupon continue in full force and effect as so changed.

17. Invalidation of any one or more of these covenants by judgment, decree or order of any Court shall in no wise affect any of the other provisions which shall remain in full force and effect.

18. In the event of the violation or attempted violation of any of the covenants herein, it shall be lawful for any person or persons owning any interest in said land to prosecute any proceeding at law or in equity against the person or persons so violating or attempting to violate such covenant and either prevent or enjoin such violation or recover damages therefor.

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Lawyers Title Insurance Corporation