

Lawyers Title Insurance Corporation

Orchard Lane Land Company

As to

University Hills No. 2 Subdivision

Declaration of Restrictions
Dated October 14, 1966
Acknowledged October 14, 1966
Recorded October 18, 1966
Liber 4954, Page 28

This Declaration, made this 14th day of October, 1966, by Orchard Lane Land Company, a Michigan Corporation, of 32823 West Twelve Mile Road, Farmington, Michigan, hereinafter referred to as the Grantor,

WITNESSETH:

WHEREAS, Orchard Lane Land Company is the owner in fee simple of of the land hereinafter described, and

WHEREAS, the said Orchard Lane Land Company has become the proprietor in a plat of the premises known as University Hills No. 2, a subdivision of part of the Southwest 1/4 of Section 16, Town 3 North, Range 11 East, Avon Township, Oakland County, Michigan, containing Lots numbered 43 through 84 inclusive, and

WHEREAS, the said plat of said subdivision having been duly approved by proper governmental authorities has been recorded in the Office of the Register of Deeds for Oakland County in Liber 118, at Page 12, on May 11, 1966, and

WHEREAS, it is the purpose and intention of this Declaration that all of the lots in said subdivision shall be conveyed by the Grantor subject to reservations, easements, use and building restrictions provided to establish a general plan of uniform restrictions in respect to said subdivision, and to insure the purchasers of lots therein use of the property for attractive residential purposes, and to secure to each lot owner full benefit and enjoyment of his home, and to preserve the general character of the neighborhood,

IT IS HEREBY DECLARED that the following general restrictions are covenants running with the land, binding on the heirs, personal representatives, successors and assigns of the Grantor, and the Grantees of all individual lots in said subdivision, for the time limited in this instrument:

1. USES OF PROPERTY

(a) Lots shall be used for providing residence purposes only and no building of any kind whatsoever shall be erected, re-erected, moved or maintained except private dwellings. Such dwellings shall be designed and erected for occupation by, and occupied by, only 1 single-family. A private attached garage for the sole use of the owner or occupant may be provided. A family shall mean one person or a group of two or more persons living together and inter-related by bonds of consanguinity, marriage, or legal adoption. The persons thus constituting a family may also include foster children, gratuitous guests and domestic servants. The grantor 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.

(b) Notwithstanding that which is contained herein to the contrary, the Grantor, his agents or sales representatives may occupy and use any house built in the subdivision or a temporary building or mobile trailer as a sales office for sales of lots and/or houses until all of the lots and/or houses built in this subdivision shall have been sold.

(c) House trailers, boats or boat trailers or commercial vehicles (except while making normal deliveries) shall not be stored or parked on any lot except within a private attached garage.

(d) No lot in said subdivision may be divided; provided, however, that the Grantor 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.

(continued)

2. CHARACTER AND SIZE OF BUILDING

(a) No building or other structure 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 plans and specifications, prepared by a competent architect showing the nature, kind, shape, height and 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 Grantor, and a copy of said plans and specifications as finally approved, lodged permanently with said grantor.

(b) Fences, garden walls and similar devices may be constructed or erected only after plans and specifications of such proposed fence, wall or other device shall have first been submitted in writing to the Grantor and approved by it. In any event, no fence, other than an ornamental fence not exceeding 3 feet in height, shall extend on either side of the lot toward the front of the lot farther than the rear corner of the building closest to the side lot line. 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.

(c) The Grantor shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable in its opinion for aesthetic or other reasons; 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 this paragraph is to cause the platted lands to develop into a beautiful, harmonious private residence section, and if a disagreement on the points set forth in this paragraph should arise, the decision of the Grantor shall control.

(d) However, in the event the Grantor shall have failed to approve or disapprove such plans and location within 30 days after the same shall have been delivered to the Grantor, 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 subdivision, 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 1,000 square feet; in the case of a one and a half story building, the ground floor living area shall not be less than 800 square feet; in the case of a multi-level building the first and second level living area shall not be less than 800 square feet; and in the case of a two story building the ground floor area shall not be less than 700 square feet. All garages, when constructed, must be attached to the dwelling, either directly or by use of a covered breezeway and shall not be included in computing square footage.

3. BUILDING LINES

No building on any of said lots shall be erected nearer than 30 feet to the front lot line or nearer than 8 feet to the side lot line, or nearer than 10 feet to side line on any corner or nearer than 20 feet to the rear lot line, except by written consent of the Grantor which consent the Grantor is empowered to give.

4. ANIMALS

No chickens, other fowl, horses or livestock shall be kept or harbored on any of the said lots. 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 purpose. 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 Grantor and must be removed within 30 days if so requested in writing by the Grantor or its authorized representatives.

5. 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 three square feet of surface and the top of which shall be three feet or less above the ground; provided, however, such other signs may be erected and maintained on lots as are permitted in writing by the Grantor.

6. 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 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 Grantor. 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 Grantor to any person, firm, governmental unit or agency or corporation furnishing any such services.

7. 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.

8. LOT OWNERS ASSOCIATION

There is hereby established the University Hills Association, a lot owners association consisting of the owners of lots in University Hills No. 1 Subdivision, a subdivision of part of the South One-half of Section 16, Town 3 North, Range 11 East, Avon Township, Oakland County, Michigan, as recorded in Liber 100 at page 19 of the Oakland County Records, and consisting of lots numbered 1 through 42 inclusive; the owners of lots in University Hills No. 2 Subdivision; and the owners of lots in additional subdivisions to which the scope of these restrictions shall be extended as provided in paragraph 13 hereof.

Membership in the University Hills Association shall be mandatory for each lot owner in University Hills No. 2 Subdivision and for each lot owner in such additional subdivisions to which these restrictions may be extended in accordance with Paragraph 13, and/or their successors and assigns.

A member 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 included within the purview of this association, but not including 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.

The Association shall have two classes of voting membership:

CLASS A - Class A members shall be all those owners as defined above with the exception of the Grantor or its 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 Grantor or its successors. The Class B membership shall be entitled to five votes for each lot in

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which the Grantor or its successors hold the interest required for membership.

The Association may own property to be held for the common use of the lot owners and shall also have such other powers as are granted to it by these restrictions or by its articles of incorporation and by-laws. The Association shall exercise such powers and functions as shall be set forth in its by-laws.

9. MAINTENANCE FUND

(a) All the land included in said plat, whether owned by the Grantor or by others, except streets and parks maintained for the general use of the owners of the land included in said tract, shall be subject to an annual maintenance charge commencing January 1, 1968, to be paid by the respective owners of the land included in said tract to the University Hills Association annually in advance on the first day of January in each year, commencing with January 1, 1968.

(b) The amount of said annual charge shall be established and may be adjusted from year to year by the University Hills Association, as the needs of the property may in their judgment require, but in no event shall such a charge be less than \$10.00 or more than \$50.00 per lot, except by the approval and consent in writing of 51% of the members of the University Hills Association, which approval and consent shall make any such additional assessment binding upon all of the owners of property in said University Hills No. 2 Subdivision.

(c) Lot owners in University Hills No. 1 Subdivision who become members of the University Hills Association, shall pay annual dues to the Association in an amount equal to the maintenance charge required herein of owners of lots in University Hills No. 2 Subdivision.

(d) Said maintenance fund shall be used for such of the following purposes as the University Hills Association shall determine necessary and advisable: For improving and maintaining common areas and property of the Association, roadways and entrance-ways of the University Hills Subdivisions; for planting trees and shrubbery and the care thereof; 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 service, or for doing any other things necessary or advisable in the opinion of the University Hills Association for the general welfare of the members; for expenses incident to the examination of plans as herein provided and to the enforcement of these building restrictions, conditions, obligations, reservations, rights, powers and charges.

(e) It is expressly agreed that the Maintenance Fund charge referred to herein, including any expenses incurred in removing or completing any building in accordance with the preceding paragraph, shall be a lien and encumbrance on the land with respect to which said charges are made, and it is expressly agreed that by the acceptance of title to any of said lots, 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 University Hills 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 the ownership thereof. A certificate in writing issued by the University Hills Association or its agent shall be given on demand to any owner liable for said charges, which shall set forth the status of such charges. This certificate shall be binding on the said parties hereto.

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

10. ASSIGNMENT OF GRANTOR'S RIGHTS

Grantor may at any time assign all or part of its rights, privileges

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and duties of supervision and control in connection with these restrictions which are herein reserved to the Grantor, to the University Hills Association and upon the execution and recording of appropriate instruments of appointment by the Grantor, the said Association shall thereupon have an exercise all the rights so assigned and the Grantor shall be fully released and discharged from further obligations and responsibilities in connection therewith. At such time as the Grantor or its successors no longer has interest in any property contained within University Hills No. 1 or University Hills No. 2 Subdivisions or the property described in paragraph 13 hereof, Grantor and/or its successors shall upon the request of the majority of the lot owners make such assignment of all such rights still held by the Grantor.

11. VIOLATIONS

Violation of any restriction or condition or breach of any covenant or agreement herein contained shall give the Grantor 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 provision hereof, and the Grantor shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

12. TERM OF RESTRICTIONS

All the restrictions, conditions, covenants, charges and agreements contained herein shall continue in force until January 1, 1980 and shall automatically be continued thereafter for successive periods of 10 years each, provided, however, that after 10 years from the date of recording hereof the owners of the fee of 2/3 or more of the lots in said subdivision may release all or part of said lots from all or any portion of these restrictions by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and recording the same in the Office of the Register of Deeds for Oakland County.

13. EXTENSION TO ADDITIONAL SUBDIVISIONS

Should the Grantor develop and subdivide additional land within the area described below and subject such new subdivision or subdivisions to restrictions substantially in the form herein imposed upon University Hills No. 2 Subdivision, including requirements for the payment of maintenance charges as provided herein and the requirement for mandatory membership in the University Hills Association, as provided herein, said subdivision may be incorporated with the University Hills No. 2 Subdivision in one development for the purpose of the interpretation and enforcement of these restrictions, at the option of the Grantor. Should the Grantor elect to exercise this option, it shall so provide in the Declaration of Restrictions applicable to said new subdivision or subdivisions. In such event, these restrictions and those applicable to the new subdivision or subdivisions shall be considered to be reciprocal negative easements thus making the restrictions applicable to University Hills No. 2 Subdivision enforceable by property owners in the new subdivision or subdivisions and restrictions applicable to said new subdivision or subdivisions enforceable by property owners of the University Hills No. 2 Subdivision.

The description of the area to which this option applies is as follows:

Part of the SW 1/4 of Section 16, T 3 N, R 11 E, Avon Township, Oakland County, Michigan, described as beginning at a point in the West line of said Section 16 distant N 0° 23' 20" E along said W line 1309.16 feet from the SW corner of said Section 16; thence continuing N 0° 23' 20" E along said West line 850.00 feet, thence S 89° 36' 40" E 355.00 feet, thence N 0° 23' 20" E 192.83 feet to the South line of "Rochester Knoll" Subdivision, thence S 86° 33' 50" E along said South line 572.52 feet, thence S 88° 16' 40" E 492.20 feet, thence N 1° 52' 40" E 36.72 feet, thence S 89° 02' 30" E 635.07 feet, thence S 85° 27' 10" E 422.58 feet, thence S 1° 08' 10" E 1355.13 feet, thence N 88° 29' 00" W 460.00 feet,

thence S 1° 03' 10" 117.00 feet to the NE corner of "University Hills No. 2" subdivision, thence S 83° 51' 50" W along the northerly line of said subdivision 369.44 feet, thence S 9° 16' 38" E along the westerly line of said subdivision 112.79 feet thence S 25° 07' 20" E along said westerly line 62.63 feet, thence S 1° 03' 10" E along said westerly line 150.00 feet, thence S 68° 37' 49" W along said westerly line 169.47 feet, thence S 54° 43' 26" W along said westerly line 115.15 feet, thence S 42° 00' 37" W along said westerly line 115.15 feet, thence S 30° 17' 04" W along said westerly line 111.94 feet, thence S 21° 53' 13" W along said westerly line 174.06 feet to the NE corner of "University Hills No 1" subdivision, thence N 63° 25' 00" W along the northerly line of said subdivision 154.40 feet, thence S 65° 35' 07" W along said northerly line 95.93 feet, thence N 76° 20' 46" W along said northerly line 153.73 feet, thence N 43° 41' 00" W along said northerly line 325.25 feet, thence N 0° 23' 20" E 919.32 feet, thence N 89° 36' 40" W 650.00 feet to the point of beginning.

14. SEVERABILITY

Each restriction 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.

Signed and acknowledged by Ross S. Campbell, Jr., Vice-President and William W. Bowman, Secretary of Orchard Lane Land Company.

Executed by the authority of its Board of Directors.

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