

NOTE: THIS IS A REPRODUCTION OF THE ORIGINAL DOCUMENT

Lottivue #7

EXHIBIT "A"
DECLARATION OF RESTRICTIONS

THIS AGREEMENT made this _____ day of 19____ by and between LOTTIE M. SCHMIDT, INC., a Michigan Corporation of Chesterfield Township, Macomb County, Michigan, Party of the First Part, and _____, Party of the Second Part.

WITNESSETH that:

WHEREAS, the Party of the First Part is the owner of a certain tract of land which it has caused to be platted into Lots 139 to 154 both inclusive, Lottivue #7 Subdivision, being a part of Fractional Section 23 and Private Claim 342, Town 3 North, Range 14 East, Chesterfield Township, Macomb County, Michigan, according to the Plat thereof as recorded in Liber 60, Page 34 of Plats, Macomb County records; and the Party of the Second Part is, upon the execution of this Agreement and the payment of further good and valuable consideration, to become the owner by warranty deed from the Party of the First Part to the Party of the Second Part of Lot # _____ of the aforementioned Lottivue #7 Subdivision; and

WHEREAS, it is the intent and purpose of the parties hereto to subject all of said lots in said Lottivue #7 Subdivision to certain building restrictions, conditions, obligations, reservations, rights, powers and charges as hereinafter set forth; and

THEREFORE, each for a valuable consideration and in consideration of the agreements of the other and of the plan and purpose of said subdivision and to the end that they may be restricted in their use so that they will develop into a residential community of the highest type and in order to make said building restrictions, conditions, obligations, reservations, rights, powers & charges binding and of full force and effect on all of the said lots and upon the present and future owners and occupants of the same, the parties hereto have agreed to enter into this Agreement whereby they agree that each and every of said lots shall, when conveyed, be conveyed subject to and charged with all the building restrictions, conditions, obligations, reservations, rights, powers and charges set forth in this Agreement and the record of this instrument in the Register of Deeds' Office of Macomb County, Michigan, shall be notice to all purchasers.

1. All of the said lots shall be used for private resident purposes only and no building of any kind whatsoever shall be erected, re-erected, or maintained thereon, except private dwelling houses, each dwelling being designed and erected for occupation by a single private family and appurtenant private structures for the sole use of the respective owners or occupants of the lots upon which such are erected. Boat spaces are limited to berth or dock not more than two boats, provided said boat or boats are owned and operated by a member of the family residing in the home or owner of the vacant lot.
2. No building, fence, wall, sea wall, piling, or other structure shall be commenced, erected or maintained or shall any addition to or change or alteration therein be made, except interior alterations, until the plans and

specifications showing the

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approximate cost of such structure and the grading plan (topography and landscaping included) of the lot to be built upon, which have been submitted to and approved in writing by the Party of the First Part or its duly authorized agent and a copy thereof, as finally approved, lodge permanently with said Party of the First Part. At the time said plans and specifications are submitted to the Party of the First Part, said Party of the First Part shall also receive from the person, firm or corporation submitting said plans, the sum of \$25.00 which shall constitute the compensation to the Party of the First Part or its duly authorized agent for the time and effort expended in the study and examination of said plans and specifications and said Party of the First Part shall be entitled to retain said sum of \$25.00 without regard to whether it approves or disapproves said plans and specifications. Said Party of the First Part shall have the right to refuse to approve any such plans or specification or grading plan (including topography and landscaping) which are not suitable or desirable in its opinion for aesthetic or other reasons; and in so passing upon such plans, specifications and grading plans (including topography and landscaping) 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, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the out from the adjacent or neighboring property. It is understood and agreed that the purpose of this paragraph is to insure the development of the subdivision into a beautiful, harmonious, private resident section. The Party of the First Part shall have fifteen days after said plans and specifications have been submitted to it or its duly authorized agent to either approve or disapprove same.

3. Until the dwelling house is first erected and completed on any of the lots in said subdivision, no other building structure or structures shall be erected thereon.
4. Each dwelling in this subdivision shall be required to erect and maintain an approved outside light at the entrance of the driveway servicing said dwelling, with said approval of light and location thereof to be solely determined by the Party of the First Part or its duly authorized agent.
5. In addition to the foregoing restrictions, the following specific restrictions are requirements with respect to dwellings to be erected thereon:
 - (a) No dwelling shall be erected on any lot which has an average width of less than 90 feet and total area of less than 12,250 square feet including area taken for boat well, except lot #139 which has 80 foot width and total of 12,600 square feet
 - (b) No structure or structures of any kind whatsoever shall be placed or erected at a distance from the front lot line, of less than the distance set forth below:

Lots 144 thru 149 all inclusive shall have building lines to be determined by Seller, Seller's Agent or Association at the time plans are submitted for approval.

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- (c) The line of the street abutting each of said lots on its shortest side shall be deemed the front line of said lot and all such dwellings shall face said front line. Lots 139 and 154 shall have the direction of the dwelling determined by Seller, Seller's Agent or Association at the time plans are submitted for approval. No walls or over-hangs of any kind whatsoever of any buildings erected on any of such lots shall be at a lesser distance than 5 feet from the side lines of any of said lots.
 - (d) All dwellings erected on said lots shall contain a ground floor area of at least 1800 square feet; split level of two story shall have ground floor area of at least 1200 square feet and total of at least 2000 total square feet.
 - (e) Any structure which does not form a part of the dwelling house shall not exceed one (1) story in height and shall be placed and erected immediately adjacent to any boat well located on any of said lots (see paragraph #1 and #2)
 - (f) Each dwelling structure shall have an attached garage to provide covered parking and storage for at least one (1) automobile.
 - (g) No exterior structures for radio and television antennae and no structures such as satellite antennae dishes or other transmitter or signal receiving devices shall be erected in connection with any dwelling on any lot unless specifically approved in writing by the Party of the First Part, its agents, assigns or the Association and further, provided no structure or device shall be permitted in the front or side yard setback areas on any lot, (if any such device shall be approved and permitted, it shall be appropriately screened or landscaped in accordance with plans which shall be approved in writing by the Party of the First Part, its agents, assigns or the Association).
 - (h) Sheet piling will be maintained to preserve (from erosion, washing away, attrition or any other cause whatsoever) the present channels of the canals uniformly, the necessary fill-in, sheet piling and other structures, barriers, etc., reasonable necessary along the canals for such purposes shall be performed and/or constructed, but all such contracts therefore and progress of the work thereunder must be approved by the Party of the First Part, or its duly authorized agent, in writing.
6. No boat houses are to be erected on or adjacent to any of said lots in said subdivision. No boat hoist will be installed except under-slug or flush-mounted hoist not to exceed the height of the sea wall capping.
7. Any of the said lots in said Subdivision may be used by the party of the First Part when necessary or advisable for community purposes, such as removal of objects obstructing full usage of canals, the dredging of canals, the maintaining of lots, etc.

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8. The party of the First Part may maintain on any of the lots in said subdivision owned by itself and buildings and equipment it may deem necessary or advisable for use in the proper development, care and maintenance of the property.
9. The exterior of all buildings erected in said subdivision shall be completed within six (6) months from the date of beginning of construction.
10. No outside toilet shall be erected or maintained in said subdivision and all plumbing in dwellings, garages and boat wells shall be connected to the sanitary sewage disposal system.
11. No house trailer, trailer coach, mobile home, recreational vehicle, boat, snowmobile, motorcycle, tent or temporary shelter, including a fishing shanty, shall be parked, placed, erected or occupied on said premises, except an unoccupied trailer, fishing shanty or any other such trailer coach, house trailer, mobile home, recreational vehicle, boat, snowmobile or motorcycle may be stored, out of sight, in a garage thereon.
12. No trees or dirt shall be removed from any part or portion of said premises without the written consent of the Party of the First Part or its duly authorized agent, the Association, and all appropriate governmental authorities.
13. No waste or destruction of any kind may be committed nor shall any nuisance be permitted on said premises.
14. No part of this Subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall be disposed of at regular intervals either by an approved incinerator or by arrangements for 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 once each month. Trash, rubbish or other waste, pending removal, shall not be kept in front of any dwelling or in any other place which the Party of the First Part deems detrimental to the appearance or health of the community.
15. Since waterfront property falls within or is adjacent to a flood plain area the following will be adhered to: The flood plain limit as established by the Dept of Natural Resources for Lake St Clair is defined by elevation 578.5 (N.G.V. datum) this corresponds to elevation 577.3 (I.G.L. datum). Therefore, any building used or capable of being used for residential purposes and occupancy shall:
 - (a) Have lower floors, excluding basements, a minimum of one foot higher than the elevation of the contour defining.
 - (b) Have openings into the basement no lower than the elevation of the contour defining the flood plain limits.

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- (c) 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.

- (d) Be equipped with a positive means of preventing sewer backup from sewer lines and drains which serve the building.
- (e) That all residential buildings shall "be properly anchored to prevent flotation."

16. All lots shall conduct all storm water to the curbing of the street from the front of the dwelling and to the canal from the rear of the dwelling. The size and location of drain pipe to be determined by the Party of the First Part or its duly authorized agent.

17. No canal or road traversing or abutting said premises shall be used in such a manner as to insure the same or the rights of others entitled to the use thereof, as herein above specified, nor shall either vehicles be parked on any of said roads or boats anchored in any of said canals or used as a place of shade.

18. No boats shall be operated in any canal at a speed greater than three (3) miles per hour.

19. Easements are reserved as shown on the plat map.

20. All of the said lots except such as may be given, taken or sold for public purposes or uses, or such as may be held or set aside for the use and benefit of the property owners in said subdivision, shall be subject to an annual ("annual" shall mean the period of July 1 through the following June 30) maintenance charge of a sum not greater than twenty cents (20 cents) per front foot for all lots commencing July 1, 1987 and at such rate for each year thereafter as may be determined by the Party of the First Part, or the Improvement Association, as hereinafter set forth, for the purpose of creating a fund to be known as the Maintenance Fund, and to be paid by the respective owners of the said lots to the Party of the First Part, annually in advance, on the first day of July in each year. For the purpose of determining said maintenance charge on corner lots, the frontage thereof shall be one-half of the sum of the front and rear lot lines, plus thirty (30) percent thereof. Said annual charge may be adjusted from year to year by the Party of the First Part hereto, or the said Improvement Association, but in no event shall such charge be more than double except by the approval and consent in writing of the owners of at least seventy-five (75%) of the lots in said plat, which approval and consent shall make any such additional assessment binding upon all of the owners of property in said plat.

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21. The Party of the First Part hereto agrees to pay its proper proportion into said fund for the lots owned by it on July 1st of each year, and to apply the total fund arising from said charge as far as same may be sufficient, towards the payment of any so called Maintenance Expense incurred for any of the purposes as set forth therein.

22. Said Maintenance Fund shall be used for such of the following purposes as the Party of the First Part hereto or its duly authorized agent shall

determine necessary and advisable for lighting, sanitation, improving and maintaining roadways and parts of said property; for collecting and disposing of garbage, ashes and rubbish for employing night watchmen for caring for vacant property; for removing or cutting 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 first party or its duly authorized agent for keeping the property neat or in good order and to the enforcement of these building restrictions, conditions, obligations, reservations, rights, powers and charges.

23. The erection of any new building structures authorized as provided in this Declaration of Restrictions, and the re-erection, rebuilding or repair of any of such structures damaged by fire or casualty, shall be pushed to completion as rapidly as possible, and should the owner leave such buildings in an incomplete condition for a period of ten months, then the said Party of the First Part or its duly authorized agent are hereby authorized and empowered either to tear down and clear from the premises the uncompleted portion of such structures, or to complete the same, at their discretion, and in either event, the expense incurred shall be charged against the land and against the owner's interest therein and shall be a lien upon said land, premises and interest.
24. It is expressly agreed that the Maintenance Fund Charge referred to herein, including any expense 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 upon becoming a land contract purchaser or fee-simple title holder of any of said lots, the owner ("owner" is herewith defined as either the land contract purchaser or fee-simple title holder of any of the lots in said Subdivision) from the time of acquiring said land contract purchaser's interest or fee-simple title thereto shall be held to have covenanted and agreed to pay to the Party of the First Part or said Association all charges provided for herein which were men due and unpaid to the time of his acquiring said land contract purchaser's interest or fee-simple title and all such charges thereafter falling due during his ownership hereof. A certificate in writing signed by the Party of the First Part hereto or its duly authorized agent shall be given on demand to any owner liable for said charges setting forth the status of such charges, which certificate shall be binding on the said Party of the First Part or its duly authorized agent.
25. By his acceptance of a land contract purchaser's interest or fee-simple title, each owner shall be held to vest in the Party of the First Part or said 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 Party of the First Part or said Association be necessary or advisable for the collection of such charges.

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26. Violation of any condition or restriction or breach of any covenant herein contained, shall give the Party of the First Part, or said Association in addition to all other remedies, 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 or other

violation that may be or exist thereon contrary to the intent and provisions thereof; and the Party of the First Part or said Association shall not thereby become liable in any manner for trespass, abatement or removal. Except for restrictions granted to or created by the Michigan Department of Natural Resources which shall remain in effect in perpetuity or unless otherwise vacated by action of the State of Michigan or by a court of appropriate jurisdiction, all of the restrictions, conditions, covenants, charges, easements, and agreements herein contained shall be for a period of twenty-five (25) years from July 1, 1986, and shall automatically be continued there after for successive periods of fifteen (15) years each; provided, however, that the owners of the fee-simple title of two-thirds (2/3 rds) or more of the lots in said plat may release all or part of said lots from all or any portion of these restrictions, at the end of this first twenty-five (25) year period, or any successive fifteen (15) year period thereafter, by executing and acknowledging an appropriate agreement, or agreements in writing, for such purposes and filing the same for record in the office of the Register of Deeds for Macomb County, Michigan, at least five (5) years prior to the expiration of this twenty-five (25) year period, or any fifteen (15) year period thereafter. All such restrictions, conditions, covenants, charges, easements and agreements herein contained shall run with the land and shall not be deemed as personal between the Party of the First Part and the Party of the Second Part. All such easements created hereby shall remain as platted or revised or as amended or vacated by Circuit Court or other court of competent jurisdiction or as replatted, notwithstanding anything contained herein to the contrary.

27. It is further mutually agreed that the foregoing agreements, conditions and restrictions, including those restrictions granted to or created by the Michigan Department of Natural Resources, shall constitute an easement and servitude in and upon the said premises and every part thereof, and that they shall run with the land, and shall inure to the benefit of and be binding upon an enforceable by all original purchasers and subsequent grantees of the said premises, or any part thereof, their respective legal representatives, heirs, successors and assigns, and further, that failure by said first party, or its duly authorized agent, or by any owner to enforce any building restrictions, conditions, obligations, reservations, rights, powers and charges herein contained, shall in no event be deemed a waiver of the right to do so thereafter, as to the same breach, or as to a breach occurring prior or subsequent thereto.
28. Any or all of the rights, powers and obligations, title, easements and estates reserved or given to the Party of the First Part in this agreement, may be assigned to any corporation or association, composed of owners of one-half or more of the lots in said Subdivision, that will agree to assume said rights, powers, duties and obligations and carry out and perform the same, provided, however, any

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easements as created hereby or pursuant to plat shall remain as platted or revised or as amended or vacated by Circuit Court or other court of competent jurisdiction or as replatted notwithstanding anything contained herein to the contrary. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such rights and powers, and such assignee or transferee shall thereupon have the same rights and powers and be subject to the

same obligations.

In the Presence of:
Michigan Corp.

Lottie M. Schmidt, Inc., a