

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 172 thru 201 inclusive Lottivue Subdivision #9 being a part of Private Claim 342 Town 3 North Range 14 East Chesterfield Township, Macomb County, Michigan according to the plan thereof as recorded in Liber _____ Pages _____ thru _____ of Plats Macomb County Records and the Party of the Second Part is. upon the execution of tile Agreement and the payment further good and valuable considerations 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 Subdivision #9, and

WHEREAS, it is the intent and purpose of the parties hereto subject all of said lots in said Lottivue Subdivision #9 to certain building restrictions. conditions obligations, reservations, rights powers and charges as hereinafter set forth and to include the restrictive covenants recorded in Liber _____. Pages _____ thru _____ 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, obligation's reservations rights, powers and 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 said lots shall be used for private residence 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 nature, kind, shape, height and materials, color scheme, location on lot and 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 Party 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 and approve outside light and 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 a total area of less than 12,250 square feet including area taken for boat well.

(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 172 thru 201 all inclusive shall have building lines to be determined by Seller Seller's Agent or Association at the time plans are submitted for approval.

(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 189 192 and 200 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 overhangs of any kind whatsoever of any building erected on any of such lots shall be at a lesser distance than 10 feet from the side lines of any of said lots. Overhangs may encroach 1 foot in 10" set backs on either side. Alternatives subject to approval.

(d) All dwellings erected on said lots shall contain a ground floor area of at least 1800 square feet; split level or two story homes shall have ground floor area of at least 1400 square feet and a minimum of 2400 total square feet.

(e) Each dwelling structure shall have an attached garage to provide covered parking and storage for at least two (2) automobiles.

(f) No exterior structures over 3' in diameter 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 devise shall be permitted in the front or side yard setback areas on any lots (if any such devise shall be approved and permits, 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.

(g) 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., reasonably 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 Party 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 slung or flush mounted hoist not to exceed the height of the seawall 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.

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 nine (9) months from the date of beginning of construction.

10. No outside toilet shall be erected or maintained in said Subdivision and all plumbing in dwelling and garages shall be connected to the public approved sewage disposal system.

11. No house trailer, trailer coach, mobile home, utility trailer, recreational vehicle, commercial trucks, trailered boats, jet skis, 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 trailercoach, utility trailer commercial truck or motorcycle may be stored out of sight in a garage thereon., or as determined by Homeowners Association.

12. No trees or dirt shall be removed from any part of 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 not 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 to be removed from the premises such removal shall take place at least once each week. Trash, rubbish or other waste pending removal shall 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 limits as established by the DEPT. OF ENVIROMENTAL QUALITY for Lake St. Clair is defined by elevation 580 (N.G.V. datum) this to elevation 578.6 (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 ozone foot higher than the elevation of the contour defining the flood plain limits

(b) Have openings into the basement no lower than the elevation of the contour defining the flood plain limits.

(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's". There shall be no filling, alteration, or construction of or within, the floodplain area without written approval from the Dept. OF ENVIROMENTAL QUALITY. This section 15 shall remain in effect in perpetuity and may not be amended.

16. All buildings are to maintain gutter and downspouts. All lots shall conduct all storm water to the storm drain. The size and location of drain pipe to be determined by the Party of the First Part or its duly authorized agent. All canal front owners may conduct water to the rear canal by buried pipe.

17. No canal or road traversing or abutting said premises shall be used in such a manner as to injure the same or the lights of others entitled to the use thereof as hereinabove specified nor shall either vehicle 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 Subdivisions 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) per front foot for all lots commencing July 1 , 1995 and at such rate for each year thereafter as may be determined by the Party of the First Part or its duly authorized agent 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 its duly authorized agent but in no event shall such charge be more than doubled except by the approval and consent in writing of the owners of at least seventy-five (75%) percent 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.

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 the 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 Part 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 fractures or to complete the same at their discretion and in either event the expense incurred shall be charged against tile 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 of 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 on any of the lots in said Subdivision) from the time of acquiring said land contract purchasers interest or fee-simple title thereto shall be held to have covenanted and agreed to pay to the Party of the First Part or its duly authorized agent all charges provided for herein which were then due and unpaid to the time of his acquiring said land contract purchasers interest or fee-simple title and all such charges thereafter falling due during his ownership thereof 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 its duly authorized agent of 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 Party of the First Part or its duly authorized agent be necessary or advisable for the collection of such 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.

26. Any or all of the rights powers and obligation 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 (1/2) or more of the lots in said Subdivision that will agree to assume said fights powers, duties and obligations and carry out and perform the same; provided however any easements as created hereby or pursuant to plat shall remain as platted or revised of as amended or vacated by Circuit Court 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.

27. Elevations of the first floor must be set in accordance to neighboring residence and subject to the approval of the Homeowner's Association.

28. Covered boat wells and/or covered hoists will not be allowed.

IN THE PRESENCE OF

LOTTIE M. SCHMIDT, INC., a Michigan Corporation

_____ By: _____

STATE OF Michigan

COUNTY MACOMB

The foregoing instrument was acknowledged before me this _____ Day of

19____, by _____

My commision expires: _____

NOTARY PUBLIC
COUNTY, MICHIGAN