

**DECLARATION OF RESTRICTIONS
BLAIRE MEADOWS SUBDIVISION II
CHESTERFIELD TOWNSHIP, MICHIGAN**

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CARMELLA SABAUGH-MACOMB COUNTY, MI REG/DEEDS

THIS DECLARATION is made this 15TH day of NOVEMBER, 19 94 by Blaire Meadows Venture, a registered Michigan Co-Partnership with offices at 2911 Pontiac Lake Road., Waterford, Michigan 48329. (Hereinafter referred to as "Declarant") for the purpose of subjecting the real property described in paragraph 1 hereof to the restrictions set forth herein.

1:0 Premises. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to the restrictions set forth herein is located in Chesterfield Township, Macomb County, Michigan, shall be known as Blaire Meadows Subdivision, an unrecorded subdivision (hereinafter "the Subdivision"), and is described as follows:

Parcel I.D. #09-14-200-022	Part of the N.E. 1/4 & S.E. 1/4
Parcel I.D. #09-14-400-061	of Fractional Section 14, Town 3
Parcel I.D. #09-14-400-062	North, Range 14 East Chesterfield Township.

See attached for full Legal Description

2:0 These restrictions are covenants which shall run with the land and shall be binding on all parties hereto and all parties claiming under or through them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless it is on that date or at the end of any such period agreed by a signed amendment to this agreement of the then owners of a majority of the lots included in the above described land, to change such restrictions in whole or in part or to sixty-seven percent of the fee title holders and with agreement of the Township of Chesterfield relative to open space provisions.

3:0 No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed two (2) stories in height and a private garage for not more than three (3) cars. All garages shall be attached to the residential structure.

4:0 No dwelling shall be permitted on any lot having an area of less than 1400 square feet for a one story structure, 1400 square feet on the 1st level of Multi-levels; exclusive of garages and open porches. All garages shall be attached and shall not house more than three vehicles. Brick treatments shall be used on the front of all structures subject to Architectural Control approval by the Developer. Purchaser shall cause to have installed City sidewalks and trees required by the Township of Chesterfield.

5:0 Minimum Yard Requirements - No building on any lot shall be erected nearer than:

- a. Thirty (30) feet from the front lot line.
- b. Five (5) feet from the side lot line with the total of the side yards to be not less than Fifteen (15) feet; nor
- c. Thirty five (35) feet from the rear lot line.

Approval of a variance by the Township of Chesterfield Board of Appeals permitting yards smaller than the above minimums shall be deemed a valid waiver of this restriction.

- 6:0 No structure of a temporary character trailer, tent, shack, barn or other out buildings shall be placed on any lot at any time either temporarily or permanently, except a structure to be used by builders for storage of materials during the construction period.
- 7:0 No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereupon which may be or may become an annoyance or nuisance to the neighborhood.
- 8:0 No sign of any kind shall be displayed to the public view on any lot except for advertising the property for sale or rent: except that signs of any size may be used by the builder to advertise the property during the construction period.
- 9:0 No television or radio antennas of any kind shall be installed on the exterior of any dwelling upon any structure or any lot.
- 10:0 No building shall be constructed without the prior written approval of the Architectural Control Committee as to the architectural design and materials to be used in the construction in order to insure reasonable uniformity in quality and appearance of each dwelling or other structure in the subdivision. Prior written approval shall constitute the builder to submit 2 sets of building plans and 2 sets of site plot plans. A master plan number will be assigned by the Architectural Control Committee for homes which will be duplicated throughout the subdivision.
- 11:0 No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other pets may be provided that they are not kept, bred or maintained for any commercial purpose.
- 12:0 No lot shall be used as a dumping ground for rubbish, trash, garbage, or other waste. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- 13:0 No fence shall be constructed except as required for swimming pools which shall be of the in ground type, or for dog runs. Anything pertaining to the aforementioned must be first approved by the Architectural Committee. Above ground swimming pools are prohibited.
- 14:0 No business, trade, profession or commercial activity of any kind shall be conducted in any building or on any portion of the property, except a builder's sales office may be used and maintained.
- 15:0 If the parties hereto, or any of them, or their heirs or assigns violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such covenants and either prevent him or them doing so or to recover damages or other dues for such violations.

16:0 No inoperative vehicles or commercial vehicles, house trailers or mobile trailers, shall be permitted to be parked or stored on any lot in said subdivision unless such vehicles are parked or stored in a garage on said lot which conforms to the requirements. Snowmobiles, recreational vehicles, campers and/or boats of any kind shall not be permitted to be parked or stored on any lot for more than 48 hours unless they are parked in a garage.

17:0 Each owner/occupant shall, within sixty (60) days of receipt of fee simple title, install or cause to have installed seed and mulch or sod or other vegetative growth covering all exposed earth; provided however, if such fee simple title shall be received between October 1st in any year and April 15th of the next succeeding year, the obligations as above set forth shall be completed no later than May 15th of succeeding year.

18:0 COMMON AREAS:

A) Definitions

1. "Developer" shall mean and include Blaire Meadows Venture.
2. "Association" shall mean and refer to the Blaire Meadows Home Owners Association.
3. "Properties" shall mean and include all platted lots within Blaire Meadows Subdivision.
4. "Common Areas" shall mean and refer to those areas of land denoted on the recorded plat of Blaire Meadows Subdivision set forth on the recorded plat, Macomb County Records, Liber 107 , pages 26-32, and all intended to be owned by Association and to be devoted to the common use and enjoyment of the owners of the property and any improvements thereon.
5. "Owners" shall mean and refer to the record owner whether one or more persons or entity of the fee simple title to any lots including land contract vendors, but not including any mortgagee, unless and until such mortgagee shall have acquired fee simple title of any lot, the interest of all such persons collectively shall be that of a single owner.
6. "Owner/Occupant" shall mean the same as "Owner" only at such time as a certificate of occupancy shall be issued by the Township of Chesterfield for a dwelling upon a lot and not prior thereto.
7. "Member" shall mean and refer to all those owners who are or qualify as members of the Association as hereinafter set forth.

B) Organizations, powers, duties, membership and voting rights in the Association.

1. Organization - Developer shall within ninety (90) days of recording of plat, or prior to the sale of any lot in the subdivision, whichever occurs first, file appropriate Articles of Incorporation of the non-profit corporation which is to be the Association.
2. Powers - Association shall control and have jurisdiction over the Common Areas and shall possess all powers and duties identified herein.
3. Membership - Every person or entity who is the owner of a lot shall be a member of the Association and membership shall become effective when the transfer becomes of record. Membership in the Association is and shall be appurtenant to and may not be separated from ownership to any lot.

- Subdivision.
4. "Common Areas" shall mean and refer to those areas of land denoted on the recorded plat of Blaire Meadows Subdivision set forth on the recorded plat, Macomb County Records, Liber 107 , pages 26-32, and all intended to be owned by Association and to be devoted to the common use and enjoyment of the owners of the property and any improvements thereon.
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B) Organizations, powers, duties, membership and voting rights in the Association.

1. Organization - Developer shall within ninety (90) days of recording of plat, or prior to the sale of any lot in the subdivision, whichever occurs first, file appropriate Articles of Incorporation of the non-profit corporation which is to be the Association.
2. Powers - Association shall control and have jurisdiction over the Common Areas and shall possess all powers and duties identified herein.
3. Membership - Every person or entity who is the owner of a lot shall be a member of the Association and membership shall become effective when the transfer becomes of record. Membership in the Association is and shall be appurtenant to and may not be separated from ownership to any lot.
4. Voting Rights - The Association shall have two (2) classes of members - class A and class B members.
 - (a) Class B members shall be only the Developer or its agents shall be entitled to one (1) vote as a class B member for each lot within the properties of which it is an owner. Upon transfer by the Developer of any lot to a new owner, the class B membership of the Developer with respect to such lot shall be terminated.
 - (b) Class A members shall be the owner/occupant of any lot(s). Class A members shall have no voting rights until such event described in the next succeeding paragraph shall occur.

(c) At such time as the member of class A members are eighty (80) percent or more of the number of votes of original class B members, or within four (4) years from the date of recording the plat.

C. Property rights in the Common Areas.

1) Members' Easements of Enjoyment - subject to the provisions of section 3 hereof, following, every member shall have right and easement of enjoyment in and to the common areas and such easement shall be appurtenant to and shall pass with the title to every lot.

2) Title to Common Areas - the Developer hereby covenants that it shall convey the Common Areas to the Association, free and clear of all liens and encumbrances, except easements and right of ways of record not later than, ninety (90) days from recording of the plat, or the time of conveyance of the first lot within the subdivision whichever occurs first. The Developer shall retain the right to enter upon the Common Areas.

3) Extent of Member' Easements - the rights and easements of enjoyment of the members created herein are, and shall be subject to the following:

(a) The rights of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common areas, and

(b) The right of the Association to suspend the voting and enjoyment rights of any member for any period during which any assessment against his lot remains unpaid, or for any infraction by such member of its published rules and regulations; and

4) Delegation of Use - Any owner may delegate, in accordance with the by-laws of the Association, his right of enjoyment in and to the Common Areas to the members of his family or his tenants who reside on the property, or to land contract vendees.

D. Covenant for maintenance assessment.

1) **Creation of the Lien and Personal Obligation of Assessments - The Developer, for each lot owned by it within the properties, hereby covenants and each owner of any lot within the properties, by acceptance of any lot within the properties, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant an agree to pay to the Association annual assessments or charges and the annual assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be charged on the lot and shall be continuing lien upon the lot against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be the personal obligation of the person(s) who was the owner of such lot at time when assessment fell due.**

2) **Purpose of Assessments - The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the properties and in particular, for the operation, maintenance, management and improvement of the Common Areas, including but not limited to, the payment of taxes and insurance thereon, the repair and replacement thereof, for additions thereto and improvements thereof, and for the cost of labor, equipment, materials, management and supervision for and in connection with the Common Areas and the Association.**

3) Basis and Maximum of Annual Assessments - There shall be no assessment against the properties until the calendar year of 1994 however, the Developer shall make such initial improvements to the Common Areas in accordance with its agreement with the Township of Chesterfield. From and after January 1, 1995 the annual assessment shall be no less than \$25.00 per year nor more than \$150.00 per year per lot owner. The amount of dues shall be fixed at such an amount so that the total revenue of the Association shall be sufficient to pay for all costs of operating and maintain the properties owned by said Association including by way of illustration and not limitation, capitol improvements, additions or replacements. The annual assessment limitation of more than \$150.00 per year may be modified provided that any such modification shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. However, in no event shall the annual assessment be less than \$25.00.

4) Special Assessments for Capitol Improvements - In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capitol improvements upon the Common Area, including fixtures and personal property related thereto, provided that such assessment shall have the assent of two thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

5) Notice and Quorum for Action Authorized under Section 3 and 4 Notice of the Annual or Special meeting of the membership shall be mailed to all members entitled to vote at least ten (10) days prior to the date of such meeting. At any Annual or Special meeting of the members, one-quarter (1/4) of the members present entitled to vote shall constitute a quorum and shall be empowered to transact business. If at any meeting of the members quorum shall not be present, the meeting shall be adjourned to a subsequent date and the Secretary shall notify the members thereof in writing at least ten (10) days prior to such subsequent date and at such adjourned meeting, the members present shall constitute and be a quorum, even if there are present less than one-quarter (1/4) of the members entitled to vote.

6) Duties of Board of Directors - The Board of Directors of the Association, subject to the limitations set forth in Section 3 hereof, shall fix the amount of the assessment against each lot for each assessment period and shall, at that time, prepare a roster of the lots and the assessments applicable thereto which shall be kept in the office of the Association and shall be upon to inspection by any owner. Written notice of the assessments shall thereupon be sent to every owner subject thereto. The Association shall, upon demand and payment of a reasonable charge, furnish to any owner liable for such assessment (s) a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid.

7) Effect of Non-Payment of Assessment: The Personal Obligation of the Owner: The Lien: Remedies of the Association - if any assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection thereof as hereinafter provided, thereupon become a continuing lien on such lot which shall bind such lot in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then owner to pay such assessment (s) however, shall remain his personal obligation for the statutory period and shall not pass as a personal obligation to his successors in title unless expressly assumed by them but shall run with the land. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of nine (9%) percent per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the lot, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, or in connection with such foreclosure, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fee to be fixed by the court together with the costs of the action.

8) Subordination of the Lien to Mortgages - The lien of the assessment(s) provided for herein is and shall be subordinate to the lien(s) of any mortgage or mortgages now or hereafter placed upon any lot subject to assessment hereunder; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to sale or transfer of such lot pursuant to foreclosure of such mortgage(s) or prior to any other proceeding or conveyance in lieu of foreclosure. Such sale transfer or conveyance shall not, however, relieve such lot from liability for any assessment thereafter coming due, or from the lien of any such subsequent assessment.

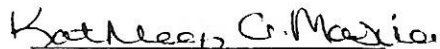
- 19:0 Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
- 20:0 Nothing herein provided shall constitute a waiver of, inapplicability of or invalidity of any current or future ordinance of the Township of Chesterfield or its successors, and to the extent and degree any such ordinance or any portions, terms or conditions are more restrictive than herein provided, such ordinance, or any portions thereof, shall take precedence and be treated as having the full force and effect as being a part herein incorporated by reference in this instrument.
- 21:0 The document entitled "Agreement for Subdivision Open Space Plan" is a restriction upon the land and nothing in these Building and Use Restrictions shall be read or interpreted to abrogate, amend or in any way contradict the provision of said "Agreement for Subdivision Open Space Plan".

WITNESSES:

BLAIRE MEADOWS VENTURE, a
Michigan Co-Partnership

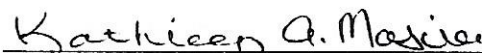

William E. Kropf

By: 
William G. Kropf,
Managing Partner


Kathleen A. Mascia

STATE OF MICHIGAN) ss
COUNTY OF OAKLAND)

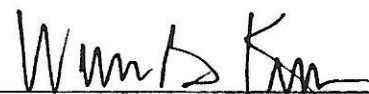
On this 15th day of November, 1994, before me personally
appeared William G. Kropf, General Partner of Blaire Meadows Venture, a Michigan
Co-Partnership, who being duly sworn by me, did say that he did execute said
instrument on behalf of said Co-Partnership and acknowledge the said instrument to be
the free act and deed of said Co-Partnership.

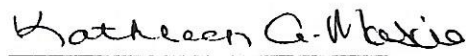

Kathleen A. Mascia
Notary Public, Oakland County
My commission expires: Sept. 15, 1999

WITNESSES:

MESA CORP, a
Michigan Corporation


William E. Kropf

By: 
William G. Kropf,
President


Kathleen A. Mascia

STATE OF MICHIGAN) ss
COUNTY OF OAKLAND)

On this 15th day of November, 1994, before me personally appeared William G. Kropf, General Partner of Blaire Meadows Venture, a Michigan Co-Partnership, who being duly sworn by me, did say that he did execute said instrument on behalf of said Co-Partnership and acknowledge the said instrument to be the free act and deed of said Co-Partnership.

Kathleen A. Mascia
Kathleen A. Mascia
Notary Public, Oakland County
My commission expires: Sept. 15, 1999

WITNESSES:


William E. Kropf

MESA CORP, a
Michigan Corporation

By: William G. Kropf
William G. Kropf,
President

Kathleen A. Mascia
Kathleen A. Mascia


STATE OF MICHIGAN) ss
COUNTY OF OAKLAND)

On this 15th day of November, 1994, before me personally appeared William G. Kropf, President of Mesa Corp, a Michigan Corporation, who being duly sworn by me, did say that he did execute said instrument on behalf of said corporation and acknowledge the said instrument to be the free act and deed of said corporation.

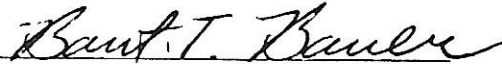
Kathleen A. Mascia
Kathleen A. Mascia
Notary Public, Oakland County
My commission expires: Sept. 15, 1999

WITNESSES:


William E. Kropf

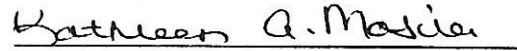

Kathleen A. Mascia

BAKER ROAD DEVELOPMENT COMPANY,
a Michigan Corporation

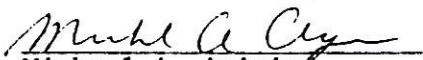
By: 
Bart T. Bauer, President

STATE OF MICHIGAN) ss
COUNTY OF OAKLAND)


On this 15th day of November, 1994, before me personally
appeared Bart T. Bauer, President of Baker Road Development Company, a Michigan
Corporation, who being duly sworn by me; did say that he did execute said instrument
on behalf of said corporation and acknowledge the said instrument to be the free act and
deed of said corporation.


Kathleen A. Mascia
Notary Public, Oakland County
My commission expires: Sept. 15, 1999

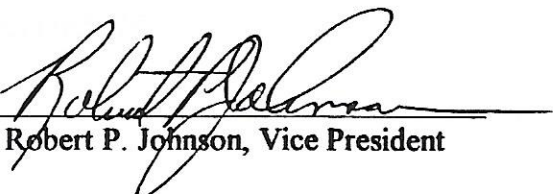
WITNESSES:


Michael A. Aginian

HUNTINGTON BANKS OF MICHIGAN,
a Michigan Corporation

By: 
Louis J. Peters, Sr. Vice President


Fila Kaljaj

By: 
Robert P. Johnson, Vice President

STATE OF MICHIGAN) ss
COUNTY OF MACOMB)

On this day 15th day of November, 1994, before me personally appeared Louis J. Peters, Sr. Vice President and Robert P. Johnson, Vice President of Huntington Banks of Michigan, a Michigan Corporation who being sworn by me, did say that he did execute said instrument on behalf of said corporation and acknowledge the said instrument to be the free act and deed of said corporation.



Notary Public Elizabeth A. Cassel
My commission Expires: July 29, 1998

DRAFTED BY AND WHEN RECORDED RETURN TO:

William G. Kropf
2534 S. Rochester Rd.
Rochester, MI 48307