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Westchester Village (Old Westchester) Deed Restrictions

WHEREAS, the undersigned parties hereto are the owners of interest in land described as:

Lots 1 through 104, inclusive, of Westchester Village, a Subdivision of part of the West ½ of Section 34, Town 2 North, Range 10 east, Bloomfield Township, Oakland County, Michigan;

and

WHEREAS, it is the intent, purpose and desire of the parties hereto to subject said lands to certain uniform building and use restrictions, conditions, obligations, reservations, rights, powers and charges as hereinafter set forth;

THEREFORE, each for a valuable consideration and in consideration of the others, and to the end that the afore described land will develop into a residential community of the highest type, and in order to make said building restrictions, conditions, obligations, rights, powers and charges binding and of full force and effect all of said lots, and upon present and future owners and occupants of the same, the parties hereto do hereby enter into this agreement whereby they agree that each and every of said lots shall when conveyed be subject to and charged with all the building restrictions, conditions, obligations, reservations, rights, powers and charges set forth in this instrument, and the record of this instrument in the Register of Deeds' Office of Oakland County, Michigan, shall be notice to all purchasers.

1. DEVELOPERS – For the purposes of this Agreement, Rotunda Land Co., a Michigan corporation, and GARLING REALTY COMPANY, a Michigan Corporation, their successors and assigns, are hereby appointed, designated and hereinafter referred to as the Developers.

2. RESIDENTIAL LOTS – All lots in said subdivision shall be know and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one single family dwelling with attached private garage for not less than two (2) cars, except as herein otherwise provided. All attached garages shall be designated and constructed so that the garage doors do not face the street on which the lot fronts. No dwelling shall exceed two (2) stories in height; provided, however, that this restriction shall apply to the height of structured dwellings only and shall not be construed to exclude “tri-level” or “bi-level” and/or any other type of “multi-level” dwellings so long as the greatest height of such dwellings do not exceed two stories..

3. FRONT BUILDING LINE – No dwelling shall be located less than 40 feet from the front lot line. On any lot having a curved front lot line, the dwelling shall be located not less than 40 feet from the middle point of the front lot line. No dwelling shall be located less than 35 feet from any side street line. All projections shall be construed as part of the dwelling and must be constructed within the building lines.

4. MINIMUM FLOOR SPACE – No dwelling shall be placed or erected on any lot which has a livable floor space of less than 1500 square feet.

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5. LOT SIZE – No lot shall be reduced in size by any method whatsoever without the prior written consent of the Developers or their duly authorized representatives. Lots may be enlarged by consolidation with one or more adjoining lots under one ownership. In the event one or more lots are developed as a unit, all restrictions herein contained shall apply as to a single lot. In any event, no dwelling shall be erected, altered, placed or permitted to remain on any site smaller than one lot as shown on the recorded plat.

6. TREES AND SOIL – No trees which exceed six (6) inches in diameter shall be removed or cut nor shall surface soil be dug or removed from any lot for purposes other than building and landscaping on said lot without the prior consent of the Developers or their duly authorized representatives.

7. EASEMENTS – Easements for installation and maintenance of utilities are reserved in and over the rear six (6) feet of each of the said lots and also in and over a strip of land six (6) feet in width along all other interior lot lines. After such utilities have been installed, planting, fencing or other lot line improvements shall be allowed so long as access without charges or liability for damages be granted for the maintenance or utilities so installed or for the installation of additional utilities.

8. NUISANCES – 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.

9. TEMPORARY STRUCTURES – Trailers, tents, shacks, barns or any temporary building of any description whatsoever are expressly prohibited within this subdivision and no temporary residence shall be permitted in unfinished residential buildings. This shall not prevent the erection of a temporary storage building for materials and supplies to be used in the construction of a dwelling, and which shall be removed from the premises on completion of the building.

10. SIGNS – No sign of any kind shall be displayed to public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. Such signs as are allowed must be maintained in good condition at all times and must be removed on termination of their use.

11. LIVESTOCK AND PULTRY – 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.

12. REFUSE – No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers properly concealed from public view.

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13. GENERAL CONDITIONS – (a) no trailers or commercial vehicles, other than those present on business, may be parked in the subdivision.

(b) No laundry shall be hung for drying in such a way as to be readily visible from the street on which lot fronts.

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(c) All homes shall be equipped with electric garbage disposal units.

(d) It is recommended that no television or radio antenna be mounted or displayed on the exterior of the building.

(e) All mail boxes shall be of uniform size, color and name design shall be located uniformly with reference to the dwellings.

14. RAPID COMPLETION – The erection of any new building or repair of any building damaged by fire or otherwise shall be completed as rapidly as possible and should the owner leave such building in an incomplete condition for a period of more than six (6) months, then Developers or their authorized representatives are authorized and empowered either to tear down and clear from the premises the uncompleted portion of such structure, or to complete the same at their discretion, and in either event, the expense incurred shall be charged against the owner's interest therein and shall be a lien upon said lands and premises.

15. OLD BUILDINGS AND MATERIALS – No old buildings may be moved on to the Subdivision and no used materials may be used for construction except reclaimed brick.

16. ARCHITECTURAL CONTROL COMMITTEE – The Developers heretofore designated, their successors, shall constitute the Architectural Control Committee. The Architectural Control Committee shall have authority to pass on plans and specifications and otherwise guide the development of the Subdivision as planned and restricted herein. The Architectural Control Committee shall prepare rules and regulations for the conduct of its duties and shall provide for removal, replacement and resignation of its members.

17. COMMITTEE APPROVAL – No building, fence, wall or other structure shall be commenced, erected or maintained on any lot, nor shall any addition to or change or alteration therein be made, except interior alterations, until the plan and specifications showing the nature, kind, shape, height, materials, color schemes, location on lot and approximate cost of such structure and the grading plan on the lot, including grade elevations of buildings, to be built upon shall have been submitted to and approved in writing by the Architectural Control Committee or its authorized agent, and a copy thereof as finally approved, lodged permanently with the Committee. The Committee shall have the right to refuse to approve any such plans or specifications or grading plans which are not suitable or desirable in its opinion for aesthetic or other reasons. In so passing upon such plans, specifications and grading plans, it shall have the right to take into consideration 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

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surroundings and the effect of the building or other structure as planned on the outlook from adjacent or neighboring property

It is understood that the purpose of this paragraph is to cause the subdivision to develop into a beautiful, harmonious, private residence section and that the Architectural Control Committee shall not be arbitrary in its decisions. If a disagreement on its points set forth in this paragraph should arise, the parties shall submit the same to arbitration by competent architects in the usual manner. The Committee may, in the exercise of its discretion as indicated above, permit the erection of such appurtenances as, for example, swimming pools or green houses.

18. ABATEMENT OF VIOLATIONS – Violation of any condition or restriction or breach of any covenant herein contained shall give parties hereto 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 provision hereof, and the parties hereto shall not thereby become liable in any manner for trespass or removal.

19. SALES AGENCY – Notwithstanding to the contrary herein contained, the parties hereto and the Developers may construct and maintain a sales agency office, together with a sign or signs of not more than two hundred (200) square feet of front surface, on a lot or lots of their choosing in the Subdivision until such time as all of the lots in the Subdivision have been sold by them

20. DURATION – These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

21. ENFORCEMENT – Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Failure to enforce any covenant 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.

22. ASSIGNMENT - Any or all of the rights, powers and obligations, title, easements and estates reserved or given to the parties in this agreement, the Developers or the Architectural Control Committee, may be assigned to any corporation or a association, composed of half or more of the owners of the property in said plat, that will agree to assume said rights, powers, duties and obligations and carry out and perform the same, any such assignments or transfer shall be made by appropriate instrument in writing 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 and duties as are herein given to and assumed by parties hereto, the parties hereto thereupon being released therefrom. When all of the lots in said plat have

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been sold by the parties hereto, upon demand by parties hereto a corporation or association of the owners of lots in said plat shall be formed which shall assume said rights, powers, duties and obligations and carry out and perform the same, and the parties hereto thereupon shall be released. Such corporation or association when formed may by a majority vote, combine with any other corporation or association of owners of lots in any portion of WESTCHESTER VILLAGE SUBDIVISION, and the resultant corporation or association shall have all the rights, powers, duties and obligations hereby given to the corporation or association first described in this paragraph.

23. SEVERABILITY – Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.