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Restrict

DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS

Chestnut Run
Subdivision Phase II

THIS DECLARATION is made on the 19th day of July, 1985, by CHESTNUT RUN LIMITED PARTNERSHIP, a Michigan limited partnership, whose address is 31500 West Thirteen Mile Road, Farmington Hills, Michigan.

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Plat recorded on Liber 185 pages 32 through 38 inclusive.

WHEREAS, Declarant is the owner of certain real property located in the Township of Bloomfield, Oakland County, State of Michigan and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Subdivision"); and

WHEREAS, Declarant desires to impress the Subdivision (but not any property outside of the Subdivision, whether or not owned by Declarant and/or adjacent thereto) with covenants, conditions and restrictions in order to insure its most beneficial development as a residential area, to prevent any use thereof which might tend to diminish its valuable or pleasurable enjoyment, and to assure the harmony, attractiveness and utility thereof; and

NOW, THEREFORE, Declarant hereby declares that the Subdivision shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, which shall run with the Subdivision and each lot therein and shall be binding upon and inure to the benefit of all parties having any right, title or interest in the Subdivision or any part thereof, their heirs, successors and assigns.

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SIDWELL NO, 19-09-201-001

ARTICLE I

DEFINITIONS

"Declarant" shall mean CHESTNUT RUN LIMITED PARTNERSHIP, a Michigan limited partnership.

"Subdivision" shall mean the real property described in Exhibit "A" attached hereto and made a part hereof.

ARTICLE II

RESTRICTIONS

The Subdivision and each lot therein shall be subject to the following restrictions:

1) No driveway, parking area, building, dwelling, fence, wall, hedge or other improvement or structure shall be erected, placed or altered on any lot in the Subdivision until the following have been submitted to and approved in writing by Declarant:

a) A topographic survey showing existing and proposed grades, the location of all trees in excess of 3 inches in diameter, the proposed location of each building or structure and the proposed location of drives and parking areas;

RETURN TO: ROBERT M. KATZMAN
31500 WEST THIRTEEN MILE ROAD
SUITE #100
FARMINGTON HILLS, MICHIGAN 48018

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OAKLAND COUNTY REGISTERED

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- b) Construction and architectural plans including dimensioned floor plans, typical sections and all elevations;
- c) Specifications setting forth the type and quality of all materials and workmanship and including a detailed finish schedule for all exterior materials, products and finishes, with actual brick, stain and shingle samples;
- d) A landscaping plan showing finished grading, planting, seeding, and lighting; and
- e) A construction schedule.

Refusal of proposed locations, plans, specifications or construction scheduling may be based by Declarant upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of Declarant shall be sufficient. Declarant intends to take into account the preservation of trees and the natural setting in passing upon plans, specifications and the like. No alterations in the exterior materials or appearance including stain, paint or roofing colors of any building or structure nor any alteration in the landscaping plans may be made without written approval by Declarant. One (1) copy of all plans, specifications and related data shall be furnished to Declarant for his records.

2) No plans for any dwelling will be approved unless the proposed dwelling has the minimum square footage required from time to time by the Township of Bloomfield. In addition, the dwelling must have a minimum of the following square footages: for one story dwellings (e.g., ranch) - a minimum livable main floor area of 2,200 square feet; for dwellings of two stories - a minimum livable floor area of 1,600 square feet on the first level and a total minimum livable floor area of 2,600 square feet; and for tri-level dwellings (ones in which there are two stories adjacent to one another) - a minimum livable floor area on the main or ground floor of 2,300 square feet. The term "livable floor area" shall exclude garages, patios, decks, open porches, entrance porches, terraces, storage sheds and like areas, even if attached to the main dwelling. The term shall include enclosed porches if the roof of the porch forms an integral part of the roofline of the main dwelling.

3) The minimum dwelling width, including attached garage, shall be seventy (70) feet; provided, if grade, soil or other physical conditions pertaining to the lot render such width impractical or undesirable in Declarant's judgment, Declarant may (but is not obligated to) permit the construction of a dwelling having a width of less than 70 feet.

4) No dwelling, building or other structure shall be placed, erected, altered or located on any lot nearer to the front, side or rear lot line than is permitted by the ordinances of the Township of Bloomfield from time to time in effect. Furthermore, all dwellings, buildings or other structures shall also meet the following setback requirements:

- a) The front yard set back shall be at least forty (40) feet;
- b) The sideyard setback shall be at least sixteen (16) feet per side, and at least thirty-two (32) feet total; and
- c) The rear yard setback shall be at least thirty-five (35) feet.

Declarant shall have the right (but not any obligation) to permit setbacks less than those established above if in his sole judgment the grade, soil or other physical conditions pertaining to a lot justify such a variance.

5) The exterior of all buildings must be primarily brick or stone (but no yellow brick shall be allowed). No aluminum or vinyl siding or metal windows may be used in any dwelling, building or other structure.

6) The exterior of all dwellings and other structures must be completed as soon as practical after construction commences, and in any event within twelve (12) months after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities.

7) All driveways shall be paved with asphalt, and shall be completed prior to occupancy. No front entrance garages shall be erected or maintained, and all garages shall be attached. Declarant shall have the sole and conclusive authority to determine what constitutes a front entrance garage.

8) No above ground swimming pools shall be erected or maintained on any lot.

9) No fence, wall or hedge of any kind shall be erected or maintained on any lot without the prior written approval of Declarant. No fence, wall or hedge shall be located nearer to any front lot line than is permitted for dwellings under paragraph 3 above. No fence, wall or hedge shall be maintained or erected which blocks or hinders vision at street intersections. No chain link fences shall be permitted.

10) All chimneys intended for live fires shall have flues lined through the entire height with standard clay lining or other fire resistant material. No prefabricated chimneys shall be installed or maintained. No trash shall be burned on any lot.

11) No large trees measuring six (6) inches or more in diameter at ground level may be removed without the written approval of Declarant. Prior to commencement of construction, each lot owner shall submit to Declarant for his written approval, a plan for the preservation of trees in connection with the construction process. It shall be the responsibility of each lot owner to maintain and preserve all large trees on its lot, which responsibility includes welling trees, if necessary.

12) All landscaping shall be completed within ninety (90 days) of occupancy, weather permitting.

13) No outside television antenna or other antenna, or aerial, saucer or similar device shall be placed, constructed, altered or maintained on any lot, unless Declarant determines in his sole discretion that the absence of an outside antenna creates substantial hardship with respect to a particular lot.

14) Dog kennels or runs or other enclosed shelters for permitted animals must be an integral part of the approved dwelling and must be approved by Declarant and the Township of Bloomfield relative to the location and design of fencing. Each lot owner must keep any such kennel shelter or run in a clean and sanitary condition.

15) All lots in the Subdivision to be sold or conveyance to individual purchasers, shall be used exclusively for single family residential purposes. Except as specifically permitted herein, no structure shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed two and a half (2-1/2) stories in height which may include an attached garage. No part of any dwelling or other structure shall be used for any activity normally conducted as a business.

16) No commercial signs, including "for rent", "for sale" and other similar signs, shall be erected or maintained on any lot except with the written permission of Declarant or except as may be required by legal proceedings. If such permission is granted, Declarant reserves the right to restrict size, color and content of such signs. Unless otherwise specified by Declarant, any signs permitted by him shall have a black background and gold lettering, and shall not exceed the size of a normal "for sale" sign. All property identification signs, mailboxes, delivery receptacles, yard lights and the like shall be of a standard color, size and style determined by Declarant and shall be erected only in areas designated by Declarant.

17) No structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters approved by Declarant and used by a contractor during the construction of subdivision improvements or a dwelling, although these temporary shelters shall not, at any time, be used as a residence or permitted to remain on the lot after completion of construction.

18) No mobile home, trailer, house or camping trailer, tent, shack, tool storage shed, barn, tree house or other similar outbuilding or structure shall be placed on any lot at any time, either temporarily or permanently. Plans for swimming or bath house must be specifically approved by declarant or architectural control committee.

19) Trailers, trucks, boats, aircraft, commercial vehicles, campers or other recreational vehicles, or other vehicles except passenger cars and passenger vans, shall not be parked or maintained on any lot unless in a suitable private garage which is built in accordance with the restrictions set forth herein.

20) No animals or fowl (except household pets) shall be kept or maintained on any lot, and household pets shall be confined to the lot. Pets causing a nuisance or destruction shall be restrained.

21) It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or ground on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or any specific area. No lawn ornaments, sculptures or statues shall be placed or permitted to remain on any lot without the prior written permission of Declarant.

22) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any animals or device or thing of any sort whose normal activities or existence is in any way noxious, noisy, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the reasonable enjoyment of other property in the neighborhood.

23) Declarant reserves for itself and his agents the right to enter upon any residential lot for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of Declarant detracts from the overall beauty, setting and safety of the Subdivision. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. Declarant and its agents may likewise enter upon such land to remove any trash which has collected on such lot without such entrance and removal being deemed a trespass. The provisions of this paragraph shall not be construed as an obligation on the part of Declarant to mow, clear, cut or prune any lot nor to provide garbage or trash removal services.

24) Declarant reserves a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric, telephone and television poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone, television, gas, sewer, water or other public conveniences or utilities on, in or over the front ten (10) feet of each lot, and at all locations as shown on the final plat. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, making any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee of Declarant, but this reservation shall not be considered an obligation of Declarant to provide or maintain any such utility or service.

25) No lot shall be subdivided, or its boundary lines changed, except with the written consent of Declarant. However, Declarant hereby expressly reserves to himself the right to replat any two (2) or more lots shown on the plat or preliminary plat of the Subdivision in order to create a modified building lot or lots and to take such other steps as are reasonably necessary to make such replatted lot suitable and fit as a building site to include, but not be limited to, the relocation of easements, walkways and rights of way to conform to the new boundaries of said replatted lots.

26) No temporary or permanent structures, fixtures, equipment or paraphernalia, including by way of illustration and not limitation, docks, piers, wharves, rafts, fences, walls, groynes, pumps, fountains, statues or otherwise shall be placed, erected or located in, on, under, or about the lake ("Lake") located in the Subdivision.

27) No motorized watercraft or floatation devices, including but not limited to those powered by electric motors, internal or external combustion engines, or similar means of propulsion shall be used on the Lake.

28) Watercraft and floatation devices which shall be allowed for use on the Lake shall include canoes, rowboats, paddle boats, inflatable rafts, innertubes, surf boards, sail boats, sail boards, life preservers, and similar human or wind propelled apparatus provided, however, that such watercraft and floatation devices shall at no time be left in, on, under, or about the Lake unattended or stored or maintained on any lot unless in a suitable private garage which is built in accordance with the restrictions set forth herein.

29) The Lake shall not be used for any purpose which would result in the pollution of the Lake or adjacent lots by refuse,

sewage, or other material that might tend to pollute the water or otherwise impair the ecological balance of the Lake and surrounding lands.

30) There shall be no public access to or use of the Lake. Access to, and use of the Lake shall be limited to the owners of lots immediately adjacent to and bordering on the Lake and their invitees and guests.

ARTICLE III

ARCHITECTURAL CONTROL COMMITTEE

1) At such time as all of the lots in the Subdivision are sold by Declarant and dwellings are erected thereon, or at such earlier time as Declarant may in his sole discretion elect, Declarant may assign, transfer and delegate to an Architectural Control Committee all of its rights to approve or refuse to approve plans, specifications, drawings, elevations or other matters with respect to the construction or location of any dwelling, fence, wall, hedge or other structure on any lot in the Subdivision. Thereafter, the Architectural Control Committee shall exercise all of the authority and discretion granted to Declarant in Article II above relative to approving or disapproving such matters, and Declarant shall have no further responsibilities with respect to such matters. The Architectural Control Committee shall be comprised of up to three (3) members to be appointed by Declarant. Declarant may also transfer its right to delegate members of the Architectural Control Committee to the homeowners association for the Subdivision. Until such event, Declarant reserves the right to appoint and remove members of the Architectural Control Committee in his sole discretion.

2) Any submission to Declarant or the Architectural Control Committee for any approval provided for under this Declaration shall be in writing, and shall conform to paragraph 1 of Article II above. The parties acknowledge that the primary purpose for providing for architectural control is to ensure the proper and harmonious development of the Subdivision in order to maximize the aesthetic beauty of the Subdivision and its blending with the surrounding area. To this end, Declarant or the Architectural Control Committee, as the case may be, shall be deemed to have broad discretion in terms of determining what dwellings, fences, walls, hedges or other structures will enhance the aesthetic beauty and desirability of the Subdivision, or otherwise further or be consistent with the purpose for any restrictions. In no event shall either Declarant or the Architectural Control Committee have any liability whatsoever to anyone for their approval or disapproval of plans, drawings, specifications, elevations or the dwellings, fences, walls, hedges or other structures subject thereto, whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty or otherwise. By way of example, neither Declarant nor the Architectural Control Committee shall have liability to anyone for approval of plans, specifications, structures or the like which are not in conformity with the provisions of this Declaration, or for disapproving plans, specification, structure or the like which arguably are in conformity with the provisions hereof.

3) ~~At the closing for each lot purchased from Declarant,~~ the purchaser shall pay Declarant the sum of two hundred and fifty dollars (\$250.00) to be placed in a fund to defray the costs of architectural control activities. Neither Declarant nor the

Architectural Control Committee need hold any amounts so paid in escrow or separate them in any manner, although records shall be maintained with respect to how the amounts in the fund are applied. The fund shall be used to defray the reasonable out-of-pocket costs of Declarant or the Architectural Control Committee with respect to architectural control activities, including the cost of having an architect or engineer review any submissions. Neither Declarant nor any member of the Architectural Control Committee shall be compensated from the fund for the time expended in architectural control activities. ~~As and when Declarant or the Architectural Control Committee determines that the amount in the fund exceeds the anticipated costs of the future architectural control activities,~~ any excess funds shall be turned over to the homeowners association for use by it.

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ARTICLE IV

HOMEOWNERS ASSOCIATION RIGHTS AND RESPONSIBILITIES

1) There shall be a homeowners association for the Subdivision, ("Association") which shall be comprised of property owners (including land contract purchasers) of one or more lots in the Subdivision. (The homeowners association shall be established when seventy-five (75%) per cent of the lots in the Subdivision have occupied dwellings on them, or at such other time as Declarant may elect. All voting in association affairs shall be on a one vote per lot basis. In order to pay the cost of carrying out its responsibilities hereunder the Association may levy fees, dues or assessments on each lot in the Subdivision, whether or not the lot owner is an active member of the association, except lots owned by Declarant or by a builder prior to occupancy. In no event shall Declarant or such a builder be obligated to pay fees, dues or assessments to the association. All such fees, dues or assessments shall be charged equally to each lot, and may be enforced through the lien provided for in paragraph 2 of this Article or by any other lawful means of collecting debts.

2) Any fees, dues or assessments established by the Association, and any amounts or expenses incurred in enforcing these restrictions which are reimbursable under Article V below, shall constitute a lien on the lot of each lot owner responsible for such fees or expenses. Declarant or the Association, as the case may be, may enforce the lien by recording appropriate instruments confirming the existence of the lien and foreclosing the lien by appropriate legal action. In such legal action a court of competent jurisdiction shall be empowered to order a sale of the lot subject to the lien in order to satisfy the lien. The lien shall be subordinate and junior to the lien of any first mortgage securing a loan for the acquisition or improvement of any lot in the Subdivision.

3) Any sale or purchase of a lot in the Subdivision shall be subject to such bylaws for the Association as Declarant may hereafter establish, and each lot owner agrees to abide by and observe such bylaws. Until the Association is created, Declarant shall have the right to modify, amend or supplement the bylaws, and so long as they are reasonable, any such modifications, amendments, or supplements shall have retroactive effect to January 1, 1985. When the Association is created, it may amend or modify the bylaws upon the affirmative vote of three quarters (3/4s) of the lot owners, but such amendment or modification shall not have retroactive effect.

4) The Association shall keep in full force and effect comprehensive public liability insurance with respect to the Lake located in the subdivision in which the limits of liability shall be established by the Association from time to time. The policy shall be for the benefit of all owners of lots in the Subdivision.

5) The Association shall be responsible for the care and maintenance of the Lake in order to insure its attractiveness and utility and to protect the Lake from becoming in any way dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the reasonable enjoyment of the Lake by those individuals entitled to use the Lake.

6) The Association may establish such additional rules and regulations pertaining to the Lake as it deems necessary provided such rules and regulations are uniformly applied to all Lots.

ARTICLE V

ENFORCEMENT

1) The provisions hereof shall run with and bind the land within the Subdivision and the land described in Exhibit "A" attached hereto and made a part hereof for a period of twenty (20) years from the date hereof, after which time they shall be extended automatically for successive periods of ten (10) years unless seventy-five (75%) per cent of the lot owners in the Subdivision vote to limit or remove the restrictions set forth herein. Notwithstanding anything herein to the contrary, the provisions of Article VIII below shall run with and bind the land within the Subdivision in perpetuity, and may not be modified, amended or removed. Declarant, the homeowners association or the owners of eight (8) lots in the Subdivision shall have the right at any time or times during said periods to proceed at law or in equity against any person violating or attempting to violate any provision contained herein, to prevent or abate such violations, to compel compliance with the terms hereof, to enter upon any land within the Subdivision and correct any condition in and remove any building, structure or improvement erected, installed or maintained in violation of the terms hereof at the lot owner's expense, and to recover damages or other dues for any violation. Any such entry shall not constitute a trespass. Declarant may recover against a lot owner violating the provisions of this Declaration all reasonable costs incurred by him in enforcing such provisions in any of the foregoing ways, including the cost of removing offending structures and actual attorneys fees and other litigation costs.

2) Failure to enforce any provision contained herein in any particular instance shall not be deemed a waiver of the right to do so as to any continuing, subsequent or other violation.

ARTICLE VI

LANDS AFFECTED

1) The covenants, conditions and restrictions set forth herein shall not be binding upon or affect in any way any property other than the Subdivision. Specifically, these restrictions shall not apply to or constitute a burden or encumbrance on any adjacent property, including any adjacent property owned by Declarant.

2) Declarant reserves the right to create one or more subdivisions from the property adjacent to the Subdivision, or to otherwise develop all or any of such property. Such subdivisions or developments may be the subject of no restrictions or of restrictions which are more or less stringent than those set forth herein.

ARTICLE VII

RIGHT OF FIRST REFUSAL

Until such time as an occupancy permit has been issued with respect to a dwelling on a lot, Declarant shall have a right of first refusal to purchase any lot on the same terms and conditions as the lot owner is offering to any other prospective purchaser. Prior to selling a lot, a lot owner shall provide Declarant with written notice of the proposed sale, including all terms and conditions thereof. Declarant shall have twenty (20) days thereafter to advise the lot owner in writing as to whether or not he intends to exercise his right of first refusal. If he fails or declines to exercise his right of first refusal, the lot owner may proceed to sell the lot on the same terms and conditions as were stated in the notice. Any change in the terms and conditions of a proposed sale shall require that the lot owner give new notice to Declarant of the proposed sale. In any event, any purchaser shall acquire the lot subject to Declarant's right of first refusal with respect to any future sale. If Declarant indicates his intention to exercise his right of first refusal, the lot owner shall promptly provide Declarant with an appropriate title insurance commitment in the amount of the proposed purchase price for the lot, confirming that the lot owner can grant Declarant good and marketable title. Closing shall occur within ten (10) days of the date Declarant and the lot owner receive a satisfactory title commitment. The right of first refusal granted herein shall not apply to the sale of a lot by a builder who has commenced construction of a home on such lot.

ARTICLE VIII

FLOOD PLAIN

The flood plain elevation as established by the Michigan Department of Natural Resources at an elevation of 915.00 (500 year flood plain control) is set forth on the recorded plats of the Subdivision. Any building site requiring filling or any building used or capable of being used for residential purposes and occupancy within or affected by the flood plain shall:

- a) Be approved by the Department of Natural Resources before any filling or construction occurs.
- b) Have lower floors, excluding basements, not lower than the elevation of the contour defining the flood plain limits.
- c) Have openings into the basement not lower than the elevation of the contour defining the flood plain limits.
- d) Have basement walls and floors, below the elevation of the contour defining the flood plain limits, watertight and designed to withstand hydrostatic pressure from a water level equal to the elevation of the contour defining the flood plain limits following methods and procedures outlined in

Chapter 5, type A construction and Chapter 6 for class 1 loads found in "Flood Proofing Regulations" EP 1165 2 314 prepared by the office of the Chief of Engineers, U.S. Army, Washington D.C., June 1972. Figure 5, Page 14.5 of the regulations shows typical foundations, drainage and waterproofing details. This document is available, at no cost, from the Department of Natural Resources Hydrological Survey Division, Stevens T. Mason Building, Lansing, Michigan 48926, or Department of the Army, Corps of Engineers, Publications Depot, 980 S. Pickett, Alexandria, Virginia 22304.

- e) Be equipped with a positive means of preventing sewer backup from sewer lines and drains which serve the building.
- f) Be properly anchored to prevent flotation.

Notwithstanding anything herein to the contrary, the term of the provisions of this Article VIII shall be perpetual, and such provisions may not be amended or modified.

ARTICLE IX

AMENDMENT

Declarant reserves the right by written instrument, signed, acknowledged and recorded with the Oakland County Register of Deeds, to modify, amend, restate, waive or repeal any or all of the provisions herein contained with respect to all or any particular lot within the Subdivision, except the provisions of Article VIII above, which may not be modified, amended, repeated or otherwise changed. Any such modification, amendment, restatement, waiver or repeal may be retroactive to January 1, 1984.

ARTICLE X

SEVERABILITY

The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision hereof.

IN WITNESS WHEREOF, Declarant have duly executed this Declaration of Covenants, Conditions and Restrictions on this 19th day of July, 1985.

WITNESS:

Barbara A. Kremer
Barbara A. Kremer
Vickie Calfin
Vickie Calfin

CHESTNUT RUN LIMITED PARTNERSHIP,
a Michigan limited partnership

By: Robert Katzman
ROBERT KATZMAN
Its: General Partner

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

On this 19th day of July, 1985, before me a Notary Public in and for the County and State above written, personally appeared ROBERT KATZMAN, General Partner of CHESTNUT RUN LIMITED PARTNERSHIP, a Michigan limited partnership, who executed the foregoing instrument.

Barbara A. Kremer
Barbara A. Kremer
Notary Public, County of Oakland,
State of Michigan.
My Commission Expires: July 5, 1989

SUBRODINATION OF MORTGAGEE'S INTEREST

FIRST FEDERAL OF MICHIGAN, a United States corporation of Detroit, Michigan, hereby joins in the execution of this Declaration of Covenants, Conditions and Restrictions for the sole purpose of subjecting and subordinating its interest in the real estate described in Exhibit "A" to the covenants, conditions and restrictions herein contained.

Henric J. Franck
Henric J. Franck
Charles G. Rowe
Charles G. Rowe

FIRST FEDERAL OF MICHIGAN, a
United States Corporation
By: Albin Anderberg, Jr.
ALBIN ANDERBERG, JR.
Its: Vice-President

STATE OF MICHIGAN)
)SS.
COUNTY OF WAYNE)

On this 18th day of July, 1985, before me a Notary Public in and for the County and State above written, personally appeared ALBIN ANDERBERG, JR., Vice-President of FIRST FEDERAL OF MICHIGAN, who executed the foregoing instrument.

Charles G. Rowe
Notary Public, County of Wayne,
State of Michigan.
My Commission Expires: January 23, 1988

CHARLES G. ROWE
Notary Public, Wayne County, Michigan
My Commission Expires January 23, 1988

EXHIBIT "A" ATTACHED TO AND MADE A PART OF DECLARATION OF
COVENANTS, CONDITION AND RESTRICTIONS FOR CHESTNUT RUN
SUBDIVISION

"CHESTNUT RUN NO. 2" A PART OF THE NORTHEAST 1/4 OF SECTION 9, T-2-N., R-10-E., BLOOMFIELD TOWNSHIP, OAKLAND COUNTY, MICHIGAN BEING DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 9; THENCE S. 04 DEGREES 42' 44" E., 60.21 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SECTION 9, SAID LINE BEING ALSO THE EAST LINE OF BLOOMFIELD HICKORY GROVE SUBDIVISION AS RECORDED IN LIBER 105; PAGE 34 OF PLATS, OAKLAND COUNTY RECORDS, TO THE POINT OF BEGINNING ON THE SOUTHERLY LINE OF SQUARE LAKE ROAD, 120 FEET WIDE; THENCE S. 89 DEGREES 56' 11" E., 1,526.67 FEET ALONG SAID LINE TO THE WESTERLY LINE OF DEVONSHIRE DOWNS SUBDIVISION AS RECORDED IN LIBER 49, PAGE 45 OF PLATS, OAKLAND COUNTY RECORDS; THENCE S. 02 DEGREES 30' 14" E., 1,172.53 FEET ALONG SAID LINE; THENCE S. 02 DEGREES 26' 44" E., 299.00 FEET TO A POINT "A"; THENCE S. 87 DEGREES 33' 16" W., 85.00 FEET TO A POINT "B" ON THE SHORE OF HEATHER LAKE; THENCE NORTHERLY & WESTERLY ALONG SAID SHORELINE APPROXIMATELY 1,255 FEET TO A POINT "C"; THENCE N. 78 DEGREES 20' 20" W., 20.00 FEET TO A POINT "D" THE SHORE OF SAID LAKE BEING TRAVERSED BY A LINE DESCRIBED AS BEGINNING AT A POINT "A"; THENCE N. 82 DEGREES 04' 30" W., 86.41 FEET TO A POINT, SAID POINT BEING N. 02 DEGREES 26' 44" W., 15.56 FEET FROM POINT "B"; THENCE CONTINUING N. 82 DEGREES 04' 30" W., 112.48 FEET; THENCE N. 72 DEGREES 50' 45" W., 151.43 FEET; THENCE N. 48 DEGREES 45' 24" W., 89.78 FEET; THENCE N. 05 DEGREES 12' 26" W., 261.64 FEET; THENCE N. 11 DEGREES 40' 15" W., 120.10 FEET; THENCE N. 27 DEGREES 33' 55" W., 63.50 FEET; THENCE N. 58 DEGREES 58' 32" W., 89.44 FEET; THENCE S. 83 DEGREES 15' 37" W., 215.50 FEET; THENCE S. 60 DEGREES 43' 39" W., 119.46 FEET TO POINT "D" AND THE POINT OF ENDING OF THE TRAVERSE LINE; THENCE N. 78 DEGREES 20' 20" W., 387.24 FEET; THENCE ALONG A NON TANGENT CURVE TO THE LEFT 186.24 FEET, SAID CURVE HAVING A RADIUS OF 96.12 FEET, CENTRAL ANGLE OF 111 DEGREES 00' 48" AND LONG CHORD BEARING N. 43 DEGREES 50' 44" W., 158.44 FEET; THENCE ALONG A CURVE TO THE RIGHT 67.50 FEET, SAID CURVE HAVING A RADIUS OF 833.56 FEET, CENTRAL ANGLE OF 04 DEGREES 38' 24" AND LONG CHORD BEARING S. 82 DEGREES 58' 04" W., 67.49 FEET; THENCE S. 85 DEGREES 17' 16" W., 90.29 FEET TO THE NORTH-SOUTH 1/4 LINE OF SECTION 9 AND THE EAST LINE OF BLOOMFIELD HICKORY GROVE SUBDIVISION; THENCE N. 04 DEGREES 42' 44" W., 769.43 FEET ALONG SAID LINE TO THE POINT OF BEGINNING AND CONTAINING 41 LOTS NUMBERED 39 THROUGH 79 AND 35.86 ACRES.

19-09-201-001-NE 1/4, Sec 9