DECLARATION OF DEED RESTRICTIONS
CHILSON HILLS SUBDIVISION

ARTISAN BUILDING COMPANY, a Michigan corporation,
7077 Fieldcrest Road, Brighton MI 48116, and ROBERT G. SMITH
and ELEANOR C. SMITH, husband and wife, 5880 Cowell Road,
Brighton, Michigan 48116, do hereby declare that the property
described in attached Exhibit A is to be held, conveyed and
occupied subject to the following covenants, conditions and
restrictions which are to run with the land as set forth below
and are to be binding upon and inure to the benefit of all
parties having any right, title or interest in the subdivision
and their heirs, successors and assigns. These covenants,
conditions and restrictions are to be recorded in connection
with the recording of the final plat for Chilson Hills
Subdivision as recorded at Liber 33 of Plats, Pages 41-44
of the Livingston County Records.

Building and Use Restrictions

1. All building lots shall be used for single-family
residence purposes only. The minimum living area per dwelling
unit shall be as follows:

   2 Bedroom Homes    750 sq ft
   3 Bedroom Homes    900 sq ft
   4 Bedroom Homes    1,050 sq ft

Computations of living area square footage shall be exclusive of
basements, garages, decks, porches and terraces.
The maximum building height is 2 stories, not to exceed 35 feet.

2. Homes shall be built within the building envelopes and
setbacks set forth in the Final PUD Site Plan for the Chilson
Hills Planned Unit Development on file with Genoa Township.
These setbacks are as follows:

   Front Yard Minimum Setback : 10 feet
   Side Yard Minimum Setback : 3 feet
   Side Yard Total Setback : 15 feet
   Rear Yard Minimum Setback : 30 feet

Front yard setbacks are measured 10 feet from the easement lines
of the Springwell, Chalmers, Montclair, Ventnor and Waverly
Commons access areas; 24 feet from the common access pavement
edge. Side yard setback lines are 3 and 12 feet from the side
lot lines; 30 feet from the Columbine Court pavement edge.

3. Detached garages and accessory structures shall be
permitted as follows. Front yard setback requirements for
detached garages and accessory structures are as set forth above
and as shown on the Final PUD Site Plan. Side and rear-yard
setbacks for detached garages and accessory structures are to be
a minimum of 5 feet from the side and rear lot lines. Maximum lot coverage for all structures on the lot shall not exceed 35% for building footprints and 50% for impervious surfaces (building plus paved areas). Garages are not to exceed one story, 2 1/2 cars with a footprint not larger than 26 feet by 20 feet. Garages are to be compatible with the architectural styling of the homes and will be subject to review by the Architectural Control Committee established by these deed restrictions. All driveway areas on each lot must be paved. No driveway for any individual building lot shall directly access Columbine Court. Driveways for each individual building lot shall connect to the shared access easements of the Springwell, Chalmers, Montclair, Ventnor and Waverly Commons areas.

4. The plans and elevations for all homes in the subdivision shall be subject to the approval of the Architectural Control Committee established pursuant to these deed restrictions. Homes shall be of a neo-traditional style. The homes shall have front and/or side porches and shall have a minimum roof pitch of 5/12. Exteriors shall be brick, wood, or vinyl siding. All exterior color selections shall be subject to the approval of the Architectural Control Committee. Identical homes on side-by-side lots shall be prohibited.

5. Lawn seeding and landscaping shall be completed by each homeowner within 90 days after occupancy, or if winter interferes, by the 31st of May following occupancy. Each owner shall have the responsibility to mow and maintain the grounds and landscaping of his lot. Existing trees shall be preserved. Watering of any new tree plantings within any lot shall be the responsibility of the lot owner. Any wildflower plantings in the detention area or in any of the common areas of the subdivision shall not be mowed or destroyed. The grade of any lot in the subdivision may not be changed in any way that will interfere with the master drainage plan of the subdivision.

6. Any and all fencing of residential areas in the subdivision shall be constructed of wood. The design and specifications for all fencing must be approved by the Architectural Control Committee. Screening and security fences which may be erected around the sanitary sewer pump station, the gas well head, the storm water detention or other similar areas which require screening or protection, shall also be subject to Architectural Control Committee approval. No lawn ornaments, sculptures or statues shall be placed or permitted to remain on any lot without the prior written permission of the Architectural Control Committee. Outside roof antennas, satellite disks and like devices are prohibited. No sign shall be placed, erected, or maintained on any lot without the permission of the Architectural Control Committee, except one sign advertising the house on the lot for sale or lease. All signs shall be installed in a professional manner and be kept clean and in good repair during the period of their maintenance on any lot.
7. No unsightly condition shall be maintained on the grounds or on any patio, porch or deck. Supplies, materials, personal property, trash and refuse of any kind must be stored inside the home or garage. Storage sheds shall be permitted but must match the coloring of the home on the lot and must be approved by the Architectural Control Committee as set forth below. Above-ground swimming pools will be permitted only if they are erected as part of an integrated deck and receive Architectural Control Committee approval as set forth below. Laundry shall be hung so as not to be visible from the street on which the home fronts, and in the case of corner lots, so as not to be visible from the streets on which the home fronts and sides.

8. Parking for each lot shall be restricted to the paved driveway area within the lot. No trailers, commercial vehicles, boats, campers, motor cycles, all-terrain vehicles, snowmobiles or vehicles other than automobiles or vehicles used primarily for general transportation purposes may be parked or stored upon any lot, unless parked in a garage with the door closed. No inoperable vehicles of any type may be brought or stored upon any lot either temporarily or permanently.

9. No farm animals, livestock or wild animals shall be kept, bred or harbored on any lot, nor shall any animals be kept or bred for commercial purposes. Domestic animals commonly deemed to be household pets may be kept so long as such pets shall have care so as not to be objectionable or offensive to others and are kept in accordance with Genoa Township ordinances.

Architectural Control

10. No dwelling, garage, outbuilding, storage shed, pool, fence or other structure of any type shall be constructed and no exterior addition or alteration shall be made until the plans and elevations therefor have been submitted to and approval in writing by a majority vote of the Architectural Control Committee. The Architectural Control Committee may disapprove plans because of non-compliance with the building and use restrictions set forth herein or because of any matter or thing which, in the sole discretion and judgment of the Architectural Control Committee, would render the proposed improvements or alteration inharmonious with the improvements erected on other lots or out of keeping with the objective to preserve and enhance the attractiveness and value of the subdivision.

11. The Architectural Control Committee is to initially consist of George J. Bacalis, Quest C. Bacalis and Scott S. Willets, all of Artisan Building Company, who shall have one vote each. Other members may be added at the appointment of George J. Bacalis, the President of Artisan Building Company. When all lots are sold, responsibility for appointment of the
Architectural Control Committee is to be transferred to the Homeowners' Association to be established as set forth below.

**Commons Areas, Nature Reserve Areas, Park and Lots for Storm Water Detention and Pump Station**

12. The property designated as the Springwell, Chalmers, Montclair, Ventnor and Waverly Commons areas on the plat recorded for Chilson Hills at the Liber and Page above-referenced are to be reserved for the use of the residents of Chilson Hills. The entire areas are subject to private easements for ingress and egress to Columbine Court, for public utilities and for public storm drainage as designated on the recorded plat. No parking shall be permitted in the Commons areas. Responsibility for these areas and the paved surfaces within these areas will be transferred and deeded to the Homeowners' Association for Chilson Hills.

13. The property designated as the Columbine Nature Reserve Area and the Chilson Hills Nature Reserve Area on the plat recorded for Chilson Hills are to be reserved for the passive use and enjoyment of the residents of Chilson Hills subject to the easements designated on the plat for the subdivision. Responsibility for these areas will be transferred and deeded to the Homeowners' Association for Chilson Hills.

14. Landscape plantings are to be installed by Artisan at the entrance of the subdivision in the boulevard island at Columbine Court, within the Columbine Nature Reserve Area and also in the boulevard island at the end of Columbine Court. Sidewalks are to be installed by Artisan along Columbine Court from the Springwell Commons area to the end of Columbine Court. Responsibility for these areas and for the subdivision entry sign which shall be located within the Columbine Nature Reserve Area shall be the responsibility of the Homeowners' Association for the subdivision.

15. The property designated as the Chilson Hills Park on the plat recorded for Chilson Hills is for the active use and enjoyment of the residents of Chilson Hills subject to the easements designated on the plat for the subdivision. Responsibility for the park will be transferred and deeded to the Homeowners' Association for Chilson Hills.

16. The property designated as the Storm Water Detention lot on the plat is to be reserved for the storm water detention and drainage of Chilson Hills. Responsibility for the lot will be transferred and deeded to the Homeowners' Association for Chilson Hills Subdivision. The entire area of the lot is subject to the easement of the Livingston County Drain
Commission which shall perform maintenance within its easement areas in accordance with the Commission's internal policies and regulations.

17. The property designated as the Pump Station lot on the plat is to be reserved for the construction and operation of a pump station for sanitary sewer service. Responsibility for the lot will initially be transferred and deeded to the Homeowners' Association for Chilson Hills Subdivision. The entire area of the lot is subject to the easement of the Genoa-Oceola Sanitary Sewer District Authority, and if required, may ultimately be deeded to the Authority. The Genoa-Oceola Sanitary Sewer District will be responsible for and will maintain the pump station in accordance with the District's internal policies and regulations.

Clear Vision, Utility Maintenance and Panhandle Eastern Pipe Line Easements

18. The plat recorded for Chilson Hills identifies a clear vision easement along Columbine Court across the Columbine Nature Reserve Area, the Pump Station Lot, Lot 58, and the Montclair Commons. This easement is required by the Livingston County Road Commission. The easement area must remain open and unobstructed. No structures or plantings of any sort may be constructed or placed within the clear vision easement area except as permitted by the Livingston County Road Commission.

19. The plat recorded for Chilson Hills identifies private easements for public utilities across the frontage of each lot on the Springwell, Chalmers, Montclair, Ventnor and Waverly Commons areas and through the sideyards of the lots along Columbine Court. These easements are private easements for the maintenance of public utilities. The easement areas should remain open and accessible for utility maintenance.

20. The plat recorded for Chilson Hills identifies easement areas for the Panhandle Eastern gas well and for Panhandle Eastern ingress and egress to the gas well from Columbine Court. Responsibility for the well head and the access drive shall be the responsibility of the Panhandle Eastern Pipe Line Company.

Homeowners' Association

21. The developer shall establish a Homeowners' Association for Chilson Hills Subdivision. All rights and obligations with respect to Chilson Hills will ultimately be transferred to the Association. Each lot owner shall be required to be a member of the Association and every sale or purchase of a lot in Chilson
Hills is to be subject to the Articles of Incorporation and the Bylaws of the Association. All voting in Association affairs shall be on a one vote per lot basis.

22. The Association is to have the authority to impose such dues and assessments, if any, as are necessary to pay its expenses and costs with regard to the Commons Areas, the Nature Reserve Areas, the Park, the Storm Water Detention lot, the Pump Station lot, the boulevard islands in Columbine Court, the sidewalks along Columbine Court and any other commonly maintained areas. Any dues and assessments that are made shall be due and payable within 30 days of billing. In the event any lot owners fail to pay dues or assessments when due, the Association may record a statement in the Office of the Register of Deeds against the lot showing the amount due which shall be a lien against the property. In addition, the Association shall have the right to enter upon any land within the subdivision to correct and remove any violation of this Declaration and to charge the costs of correction and removal against the offending lot as a lien. The Association shall have the right to bring an action in a court of competent jurisdiction to collect unpaid dues, assessments or charges and to foreclose liens levied. Any and all such liens shall be subordinate to any first mortgage.

General Provisions

23. The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of 20 years from the date that this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten years unless 75% of the lot owners in the subdivision vote to limit or remove the restrictions set forth herein. This Declaration may be amended at any time by an instrument signed by not less than 75% of the lot owners except that amendments made by the developer during its ownership of lot(s) shall not require the vote, signature or approval of any lot owners. Any amendments to this Declaration which alter the permitted construction within, or the use of, the common open spaces of the subdivision, including splitting, replatting or sale, shall be subject to approval by the Genoa Township Board, with a recommendation from the Township Planning Commission. All amendments must be recorded with the Livingston County Register of Deeds.

24. The covenants, conditions and restrictions of this Declaration shall not be binding upon property outside this subdivision. The developer reserves the right to create one or more subdivisions adjacent to or in the vicinity of this
subdivision. The restrictions for adjacent or nearby subdivisions may be more or less stringent than those set forth herein.

25. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no wise affect any of the other provisions herein, which shall remain in full force and effect.

Date: 12/29/94

WITNESSES:

[Signatures]

ARTISAN BUILDING COMPANY,
a Michigan corporation

By: George J. Bacalis
George J. Bacalis, President

ROBERT G. SMITH
ELEANOR C. SMITH

STATE OF MICHIGAN ) ss.
COUNTY OF Livingston ) ss.

The foregoing instrument was acknowledged before me this 29th day of December, 1994 by George J. Bacalis, the President of Artisan Building Company, on behalf of said corporation.

DIANE L. HEINIG
Notary Public
County, Michigan
My Commission Expires:

STATE OF MICHIGAN ) ss.
COUNTY OF Livingston ) ss.

The foregoing instrument was acknowledged before me this 29th day of December, 1994 by Robert G. Smith and Eleanor C. Smith, husband and wife.

DIANE L. HEINIG
Notary Public
County, Michigan
My Commission Expires:
WITNESSES:

Karen Deering

Gayle L. Esbrook

John M. Hulyk

John M. Hulyk, Assistant Vice President
First National Bank in Howell
101 East Grand River
Howell, Michigan 48843

STATE OF MICHIGAN )
COUNTY OF LIVINGSTON ) ss.

The foregoing instrument was acknowledged before me this 17TH day of SEPTEMBER, 1993 by John M. Hulyk, the Assistant Vice President of First National Bank in Howell, on behalf of said corporation.

[Signature]

Notary Public
Livingston County, Michigan
My Commission Expires: 7-7-98

DRAFTED BY AND WHEN RECORDED RETURN TO:

ATHENA BACALIS-WILLETTS, ESQ.
ARTISAN BUILDING COMPANY
7077 FIELDCREST ROAD
BRIGHTON, MICHIGAN 48116
DESCRIPTION OF REAL ESTATE

Situated in the Township of Genoa, Livingston County, Michigan

PARCEL 1:
Part of the Northeast fractional 1/4 and Northwest fractional 1/4 of Section 6, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the East 1/4 corner of said Section 6; thence South 87° 46' 48" West, 1616.94 feet to the point of beginning of the parcel to be described; thence continuing South 87° 46' 48" West 221.41 feet; thence North 49° 16' 45" West 590.20 feet; thence North 41° 35' 47" West 106.20 feet; thence South 44° 55' 55" West 155.34 feet; thence along the centerline of Chilson Road (66 foot wide right-of-way), North 45° 07' 14" West 323.53 feet; thence North 17° 57' 20" East 371.66 feet; thence North 75° 31' 29" West 264.00 feet; thence North 45° 02' 42" East 241.82 feet; thence South 75° 00' 51" East 537.15 feet; thence South 64° 49' 34" East 530.84 feet; thence South 03° 12' 48" East, 796.67 feet to the point of beginning.