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DECLARATION OF RESTRICTIONS

HUNTER'S POINTE THREE

This Declaration of Restrictions shall apply to each of the lots and North Hill Park constituting Hunter's Pointe Three, being a subdivision described as:

A part of the East one-half of Section 5, Town 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan according to the plat thereof as recorded in Liber 184, Pages 6 & 7, Oakland County Records.

These restrictions are designed to constitute a general plan for the improvement and development of this subdivision as a fine residential community.

It is declared that the following restrictions shall run with the land herein described and shall be binding upon the grantor and any and all subsequent purchasers from the grantor and their respective heirs, successors, administrators and assigns.

PLANNED UNIT DEVELOPMENT AGREEMENT. This subdivision has been developed and platted and is subject to the provisions of a Planned Unit Development Agreement with the City of Farmington Hills (agreement recorded L7527, P120, O.C.R.; amendment thereto recorded L7679, P360, O.C.R.) and no provision in this declaration is intended to or shall be construed as being contrary to any provision in said Planned Unit Development Agreement or amendment thereto provided.

LAND USE. All numbered lots in the subdivision shall be known, described and used as residential lots. No permanent structure shall be erected, placed or maintained or permitted to remain on any lot other than one single-family dwelling, a private garage for not less than two (2) nor more than three (3) cars (which said garage shall conform to the architectural design of the dwelling and shall be attached thereto and made a part thereof) and such other buildings and auxiliary structures as may be consistent with or incidental to the limited use of the property herein established. No structure of a temporary character nor trailer, basement, tent, shack, garage, barn or similar building shall be used as a residence either temporarily or permanently. No temporary building shall be permitted to remain on any lot except as may be necessary or incidental to the promotion and sale of the several lots or incidental to the construction of a permitted structure.

LOT SIZE. No lot shall be reduced in size. Lots may be enlarged by the consolidation of adjoining lots providing consolidated lots are under single ownership. In the event lots are consolidated, the consolidated lot shall be used for a single dwelling and all of the restrictions herein contained shall apply to the consolidated lots as if a single lot.

FRONT AND SIDE BUILDING SET-BACK RESTRICTIONS. No portion of any residential building shall be located less than 35 feet from the front lot line nor less than 35 feet from the rear lot line (unless the rear lot line shall abut a private park). The total of the two side yard set-backs shall be at least 20 feet and no one side shall be less than 8 feet from the lot line. Set-back restrictions other than as herein provided shall be governed by the Zoning Ordinance of the City of Farmington Hills in force at the time a building permit for the structure is used. The grantor or its successor in interest may change or modify any restriction in this paragraph appearing as to any given lot provided such change or modification is also approved by the appropriate agency for such purpose within the City of Farmington Hills.

MINIMUM TOTAL FLOOR AREA. No single-story home shall have a total floor area of less than 1,800 square feet. No home with more than one floor of living area shall have a total floor area of less than 2,400 square feet, and shall have a minimum of 1,400 square feet on the first or main floor. The term "floor area" where herein used shall mean that area that is finished for

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full-year use and shall not include open or screened porches, patios, breezeways or garages. The interpretation of the term "floor area" as herein used shall be, in the event of a dispute, vested solely in the grantor or its duly authorized representative.

GRADE AND DRAINAGE PLAN. The grade and drainage plan established by the grantor and approved by the City of Farmington Hills for each individual lot in the subdivision may not be altered, changed or modified in any way whatsoever. It is to be understood that this provision is established in these restrictions to prevent improper discharge of surface water from one lot or area to another lot or area, and any modification made in the grade and drainage plan as previously approved by the City of Farmington Hills constitutes a violation of law.

FENCES. No fence or wall of any kind whatsoever may be erected on any lot or any lot line except such fence or wall as may be required by City of Farmington Hills ordinance. Any fence or wall so constructed shall be built or erected strictly in conformity with the requirements of such ordinances, provided however, the grantor herein reserves the right to approve the erection or construction of a fence or wall when the grantor believes such erection or construction will be in the best interests of the general community. The grantor reserves the exclusive and unrestricted right to refuse permission for the construction of any fence or wall, not otherwise required by city ordinance.

EASEMENTS. Private easements for public utilities have been granted to Detroit Edison Company, Consumers Power Company and Michigan Bell Telephone Company. The owner of any lot in this subdivision is hereby put on notice that title to said lot will be taken subject to the aforementioned easements and to any Declaration of Restrictions entered into between the grantor and the sforesaid utility companies which may have as of the date hereof been duly recorded with the Office of the Register of Deeds, Oakland County, Michigan.

PLAN APPROVAL. No lot may be graded or cleared, nor may any structure or building of any kind whatsoever be commenced or erected on any land within this subdivision, nor shall any addition, alteration or change be made in any existing structure or building within this subdivision unless and until such shall be approved, in writing, by the grantor or its duly authorized agent. Such approval may be obtained only by prior submission of all plans, specifications and elevations for such construction, addition, alteration or change.

Within 14 calendar days from and after receipt of the foregoing information, the grantor will approve or disapprove of same. Grantor's failure to act within said 14 day period shall constitute approval as submitted. In determining the decision to approve or reject any submitted plans, specifications or elevations, the decision of the grantor shall be absolute and final.

NUISANCES. No noxious or offensive activity shall be carried on or permitted within the subdivision which is or may be an annoyance or a nuisance to adjacent or other owners, and all owners within the subdivision shall strictly conform to any and all regulations of each and every governmental agency having jurisdiction thereover.

SIGNS. Other than signs used for promotional purposes during development and construction, no sign shall be displayed to the public view on any lot except one sign not more than six square feet used to advertise property for sale or rent and such signs shall be maintained in good condition and shall be promptly removed upon termination of use.

LIVESTOCK AND POULTRY. Other than dogs or cats kept as household pets, no animals, livestock or poultry of any kind whatsoever shall be raised, bred or kept on any lot.

REFUSE. No lot shall be used or maintained as a collection area or dumping ground for rubbish or debris of any kind. Trash and other forms of waste shall be kept in sanitary containers and concealed from public view. No outside incinerator shall be maintained or used for any purpose other than the burning of leaves and dry paper.

TRAILERS AND COMMERCIAL VEHICLES. No commercial vehicle, trailer, camper or similar vehicle shall remain parked on any street, side drive or on any lot or other area within the subdivision except when present on business and then for a limited period of time only.

HOME OWNERS ASSOCIATION. An association of home owners has been previously formed and is now in existence. Such association has been created to serve all of the Hunter's Pointe Subdivisions, including such as may be hereafter platted.

Each owner of each lot within Hunter's Pointe Three shall, upon acquisition of title to the lot, automatically become a member of the association in accordance with and subject to the provisions of Paragraphs 18 and 19 appearing in the Declaration of Restrictions recorded in L7527, P132 & 133, O.C.R.

COMMONS AREA. The ownership of any lot in any of the Hunter's Pointe Subdivisions, including Hunter's Pointe Three, will entitle the owner or owners, and their guests, to use each and any park or commons area which has been platted or which may hereafter be platted with any Hunter's Pointe Subdivision. Such parks or commons areas have been, or will be, dedicated to, and are reserved, or will be reserved, for the exclusive use of the members of the Hunter's Pointe Home Owners Association.

FLOOD PLAIN AREA. North Hill Park, being a part of this subdivision, contains a flood plain area and the elevations thereof pertaining to this subdivision are hereby established at 873.0 (N.G.V. datum) at the upstream plat limits, and to 871.1 (N.G.V. datum) at the downstream plat limits.

Any building used or capable of being used for residential purposes and occupancy within or affected by a flood plain shall:

- (a) have lower floors, excluding basements, not lower than the elevation of the contour defining the flood plain limits.
- (b) have openings into the basement not 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 designed to withstand hydrostatic pressures from a water level 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 I loads found in "Flood Proof Regulations" EP 1165 2 314 prepared by the office of the Chief of Engineers, U. S. Army, Washington, D. C., June 1972.
- (d) be equipped with a positive means of preventing sewer backup from sewer lines and drains which serve the building.
- (e) be properly anchored to prevent flotation.

Without the written approval of the Department of Natural Resources (State of Michigan), no portion within the designated Flood Plain Area may be filled or occupied.

The foregoing restrictions with respect to the Flood Plain Area shall be observed in perpetuity and are thereby excluded from any time limitation in this declaration otherwise provided and may not be amended under any circumstances.

GENERAL CONDITIONS.

- (1) Anything herein to the contrary notwithstanding or otherwise not herein provided for, any and all provisions of any local zoning ordinances or other ordinance, or public health requirements established by law and relating to the use of the premises shall be complied with.
- (2) In the event any court of competent jurisdiction shall declare void any covenant or any part thereof herein contained, such determination

shall not affect the validity of the remaining covenants and provisions hereof, and the same shall remain in full force and effect.

(3) Any person protected by the provisions hereof may seek enforcement of such provisions in any court of competent jurisdiction against any person who shall violate or attempt to violate any provision hereof.

TERM. The covenants and restrictions herein contained shall run with the land and shall be binding upon and shall inure to the benefit of all the parties hereto and all parties hereafter claiming under them for a period of 25 years from and after date upon which these restrictions are recorded. At the end of said period these covenants or restrictions, or any part of them, except for the restriction FLOOD PLAIN AREA, may be changed by the recording of an appropriate written instrument executed by at least two-thirds (2/3) of the then owners of all of the lots of all the Hunter's Pointe Subdivisions.

LIMITATION. All rights and obligations resting with or pertaining to the "grantor" in this declaration appearing shall pertain only to Charter Land Corporation unless otherwise expressly provided.

IN WITNESS WHEREOF, CHARTER LAND CORPORATION, a Michigan corporation, and F & M ASSOCIATES, a Michigan Co-Partnership, have this 7th day of August, 1984 caused this Declaration of Restrictions to be executed.

In the Presence of:

Charlotte Percha
CHARLOTTE PERCHA
Sarah Mancuso
SARAH MANCUSO

CHARTER LAND CORPORATION
By: Marvin R. Rollins
Marvin R. Rollins, President
5600 W. Maple Road
W. Bloomfield, Michigan 48033

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

On this 7th day of August, 1984 before me a Notary Public in and for said county, personally appeared MARVIN R. ROLLINS, President of CHARTER LAND CORPORATION, who being first duly sworn, did depose and say that the foregoing is the free act indeed of CHARTER LAND CORPORATION, a Michigan corporation.

Charlotte H. Percha
CHARLOTTE H. PERCHA
Notary Public, Oakland County, MI
My Commission Expires May 17, 1988
Notary Public, OAKLAND County, Michigan
My Commission expires _____

In the Presence of:

Howard Light
HOWARD LIGHT
Dennis J. Balogh
DENNIS J. BALOGH

F & M ASSOCIATES, a Michigan Co-Partnership
By: A. J. MACKSEY COMPANY, a Michigan Corporation, Partner
By: Alfred J. Macksey, Jr.
ALFRED J. MACKSEY, JR., President
William Phillip Fyke
WILLIAM PHILLIP FYKE, Partner
32910 W. Thirteen Mile Road
Farmington Hills, Michigan 48018

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

On this 7th day of August, 1984 before me personally appeared ALFRED J. MACKSEY, JR., President of A. J. MACKSEY COMPANY, and WILLIAM PHILLIP FYKE, who being duly sworn by me, did say that they are partners of F & H ASSOCIATES, a Michigan Co-Partnership, and that said instrument was signed on behalf of said partnership by authority of its articles of agreement; and the said partners acknowledged the said instrument to be the free act and deed of said partnership.

Dennis J. Balogh
Dennis J. Balogh
Notary Public, Oakland County, Michigan
My commission expires: Feb. 5, 1986

In the Presence of:

MANUFACTURERS NATIONAL BANK OF DETROIT

Shirley L. Dickman
Shirley L. Dickman
Cynthia C. York
Cynthia C. York

Robert E. Field
Robert E. Field, Senior Vice President
By: Norbert G. Ratslsky
Norbert G. Ratslsky, Second Vice President
Manufacturers Bank Tower
Renaissance Center
Detroit, Michigan 48243

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

On this 14th day of August, 1984 before me personally appeared Robert E. Field and Norbert G. Ratslsky to be known to me as being the Senior Vice President and Second Vice President of MANUFACTURERS NATIONAL BANK OF DETROIT, a national banking association, and acknowledged that they executed the foregoing as the free act and deed of said association.

Theresa M. Wirick
Theresa M. Wirick
Notary Public Macomb County, Mich.
Acting In Wayne County, Mich.
My Commission Expires Jan. 5, 1986

Theresa M. Wirick
Notary Public, Wayne County, Michigan
My commission expires:

WHEN RECORDED
RETURN TO:

MARVIN R. ROLLINS
SUITE D416
5600 W. MAPLE
W. BLOOMFIELD, MICH. 48033

PREPARED BY:

MARVIN R. ROLLINS
SUITE D416
5600 W. MAPLE
W. BLOOMFIELD, MICH. 48033