

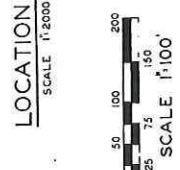
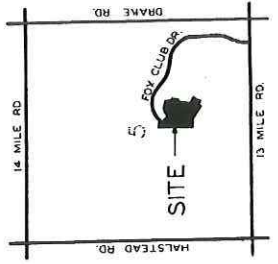
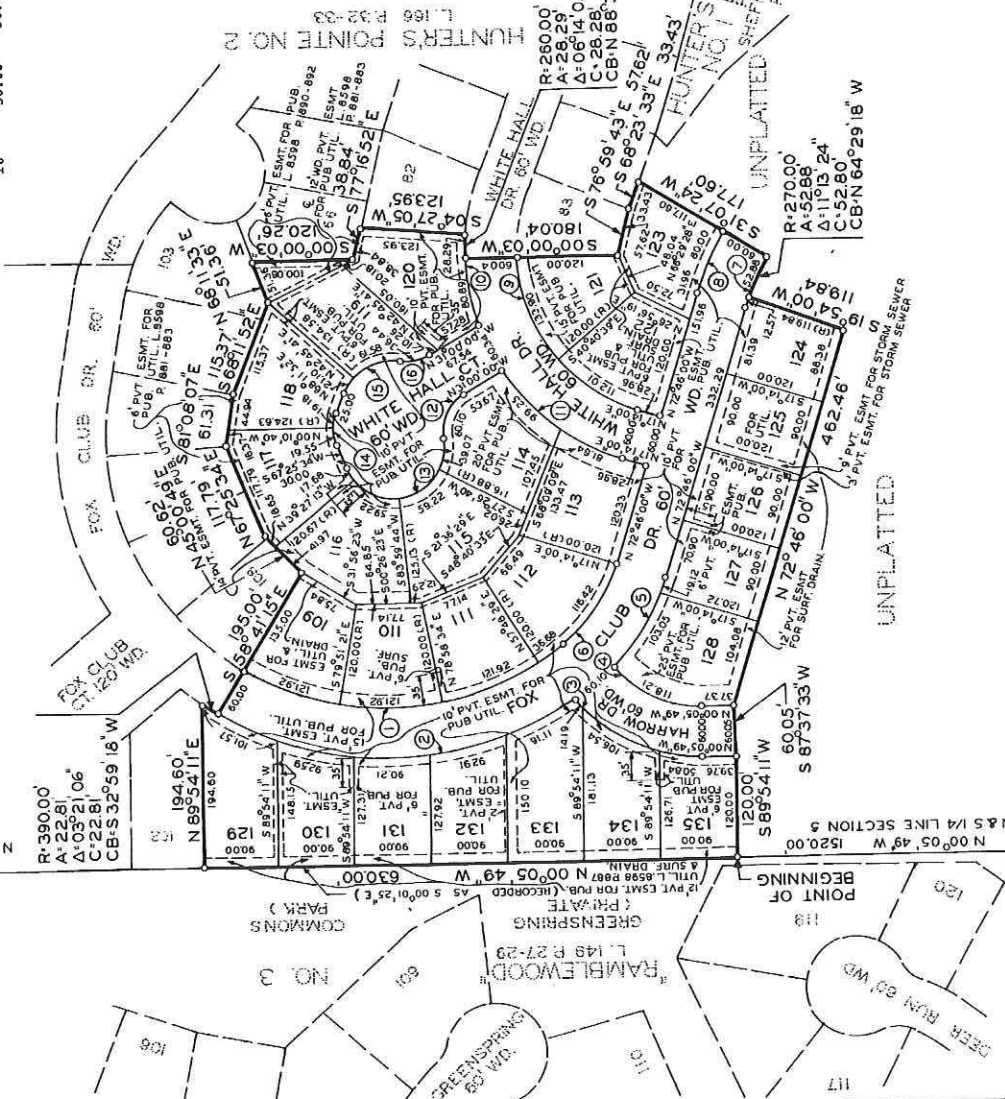
HUNTER'S POINTE NO. 4  
PART OF THE SE 1/4 OF SECTION 5  
T.1N., R.9E., CITY OF FARMINGTON HILLS,  
OAKLAND COUNTY, MICHIGAN

PLAT LEGEND  
ALL DIMENSIONS ARE IN FEET. ALL DIMENSIONS ON THE CURVE ARE MEASURED ALONG THE ARC.  
(R) DENOTES RADIAL LOT LINE.  
ALL LOT MARKERS ARE 3/8" IRON RODS AND ARE 18" LONG. THE SYMBOL (o) INDICATES A CONCRETE MONUMENT.  
ALL BEARINGS ARE IN RELATION TO HUNTER'S POINTE NO. 2 AS RECORDED IN LIBER 166 OF PLATS, PAGES 32 & 33, OAKLAND COUNTY RECORDS.

CURVE DATA table with columns: CURVE, RADIUS, ARC, CENTRAL ANGLE, CHORD, BEARING

CENTER SECTION 5 T.1N., R.9E.

HUNTER'S POINTE NO. 3  
L.104 P.6-7



SURVEYOR'S CERTIFICATE

I, Eugene F. Zeimet, surveyor certify, that I have surveyed, divided and mapped the land shown on this plat described as follows: Hunter's Pointe No. 4; part of the S.E. 1/4 of Section 5, T. 1 N., R. 9 E., City of Farmington Hills, Oakland County, Michigan, beginning at a point said point being distant N 00° 05' 49" W. 1520.00 feet along the N.E. 1/4 line of said Section 5 said line also being the easterly line of Rambledwood Commons in Liber 166, Page 32 of said Section 5; thence from said point of beginning continuing along said N. & S. 1/4 line and said Rambledwood No. 3 N. 00° 05' 49" W. 630.00 feet; thence the following eight courses along Hunter's Pointe No. 3 as recorded in Liber 184 Pages 6 & 7 of Plats, Oakland County records N. 89° 54' 11" E. 194.60 feet and 22.81 feet along an arc of a curve to the left, radius 390.00 feet, central angle 120° 21' 06", chord length 271.11 feet 195.00 feet and N. 45° 00' 49" E. 29.62 feet and N. 67° 25' 13" E. 117.79 feet and S. 81° 08' 10" E. 61.31 feet and S. 69° 11' 52" E. 115.37 feet and N. 68° 11' 13" E. 51.36 feet; thence the following seven courses along Hunter's Pointe No. 2 as recorded in Liber 166, Pages 32-33 of Plats, Oakland County records S. 00° 00' 03" W. 120.26 feet and S. 77° 16' 52" E. 38.84 feet and S. 04° 27' 05" W. 123.35 feet and 28.29 feet along an arc of a curve to the left, radius 250.00 feet, central angle 105° 05' 00", chord length 150.00 feet and S. 26° 28' 28" E. 180.04 feet and S. 65° 59' 43" E. 57.52 feet and S. 68° 23' 13" E. 23.43 feet; thence S. 31° 07' 24" W. 177.60 feet; thence 52.88 feet along an arc of a curve to the left, radius 270.00 feet, central angle 113° 24', chord length 52.80 feet and a chord bearing of N. 54° 29' 18" W.; thence S. 19° 54' 00" W. 119.84 feet; thence S. 72° 46' 00" W. 462.46 feet; thence S. 67° 37' 33" W. 87.37 feet; thence S. 89° 52' 11" E. 11.00 feet to the line of beginning, consisting of 27 lots, numbered 109-135 both inclusive and containing 40.608 acres.

That I have made such survey, land division and plat by the direction of the owners of such land.  
That such plat is a correct representation of all boundaries of the land surveyed and the subdivision of it.

That the required monuments and lot markers have been located in the ground of that surety has been deposited with the municipality, as required by Section 125 of the Act.

That the accuracy of survey is within the limits required by Section 126 of the Act.

That the bearings shown on the plat are expressed as required by Section 126 (3) of the Act and as explained in the legend.

DATE: Oct. 10, 1985 Zeimet-Wozniak & Associates, Inc.



Eugene F. Zeimet  
28150 Franklin Road  
Southfield, Michigan 48034

S.1/4 COR. SECTION 5 T.1N., R.9E. SOUTH LINE SECTION 5

HUNTER'S POINTE NO. 4  
PART OF THE S.E. 1/4 OF SECTION 5  
T.1N., R.9E., CITY OF FARMINGTON HILLS,  
OAKLAND COUNTY, MICHIGAN

PROPRIETOR'S CERTIFICATE

Charter Land Corporation, a Michigan Corporation, duly organized and existing under the laws of the State of Michigan by Marvin R. Rollins, President as proprietor has caused the land embraced in this plat to be surveyed, divided, mapped and dedicated as represented on this plat and that the streets are for the use of the public; that the utility easements are private easements and that all other easements are for uses shown on the plat.

WITNESSES:  
Charter Land Corporation  
5600 W. Maple Rd.  
West Bloomfield, Mich. 48033

Michael A. Bilyk  
Michael A. Bilyk

Marvin R. Rollins  
Marvin R. Rollins, President

Personally came before me this 21 day of NOVEMBER, 1985  
Marvin R. Rollins, President of the above named Corporation, to me known to be the said Corporation, and acknowledged that he executed the foregoing instrument as such officer as the free act and deed of said Corporation, by its authority.  
My Commission Expires: 1-18-87  
Notary Public Anthony P. Pulich  
Macomb County, Acting in Oakland County

PROPRIETOR'S CERTIFICATE

Manufacturers National Bank of Detroit, a National Banking Association, organized under the laws of the United States of America by Philip G. Stinson, 2nd Vice President and Donald W. Colwell, Vice President, as proprietors has caused the land embraced in this plat to be surveyed, divided, mapped and dedicated as represented on this plat and that the streets are for the use of the public; that the utility easements are private easements and that all other easements are for uses shown on the plat.

WITNESSES:  
Manufacturers National Bank of Detroit  
100 Renaissance Center  
Detroit, Michigan 48248

Daniel E. MacDougall  
Daniel E. MacDougall

Philip G. Stinson  
Philip G. Stinson, Vice President

Donald W. Colwell  
Donald W. Colwell, Second Vice President

Personally came before me this 21 day of November, 1985,  
Philip G. Stinson - Vice President and Donald W. Colwell - 2nd Vice President of the above named Association, to me known to be the persons who executed the foregoing instrument as such officers, and acknowledged that they executed the foregoing instrument as such officers as the free act and deed of said Association, by its authority.  
My Commission Expires: Jan. 5, 1986  
Notary Public Theresa M. Wirick  
Macomb County, Michigan (Acting in Wayne)

COUNTY TREASURER'S CERTIFICATE

The records in my office show no unpaid taxes or special assessments for the five years preceding Nov. 21, 1985, involving lands included in this plat.

C. Hugh Oakland  
C. Hugh Oakland, County Treasurer,  
Oakland County

DRAIN COMMISSIONER'S CERTIFICATE

Approved on NOVEMBER 21, 1985 as complying with Section 192, of Act 288, P.A., 1967 and the applicable rules and regulations published by my office in the County of Oakland.

George W. Kuhn  
George W. Kuhn, County Drain Commissioner

CERTIFICATE OF MUNICIPAL APPROVAL

I certify that this plat was approved by the City Council, of the City of Farmington Hills, Michigan, on NOVEMBER 21, 1985, as amended, and that the public sewer and water services are extended and ready for extension to the lot width and area required by Section 186, (d), Act 288 of P.A., 1967 has been waived and conforms with the zoning and subdivision control ordinances of the City of Farmington Hills and surety has been posted for placement of monuments and lot markers within a period of one year of the above date.

John R. Reynolds  
John R. Reynolds, Clerk

COUNTY PLAT BOARD CERTIFICATE

This plat has been reviewed and is approved by the Oakland County Plat Board on JANUARY 16, 1986 as being in compliance with all the provisions of Act 288, P.A. 1967 and the Plat Board's applicable rules and regulations.

Lynne S. Allen  
Lynne S. Allen, Register of Deeds  
County Clerk

C. Hugh Oakland  
C. Hugh Oakland, County Treasurer

Richard E. Wilcox  
Richard E. Wilcox, R.L.S.,  
County Plat Engineer

Richard R. Wilcox  
Richard R. Wilcox, Chairman of the  
Board of County Commissioners

RECORDING CERTIFICATE

State of Michigan) SS  
County of Oakland)

This plat was received for record on the 25th day of Feb. 1986  
at 2:37 P.M. and recorded in Liber 187 of Plats on Pages 18-19

Lynne S. Allen  
Lynne S. Allen, Register of Deeds,  
County Clerk

CERTIFIED TRUE COPY  
RECORDED PLAT  
BY DEPARTMENT OF COMMERCIAL SERVICE

Richard E. Stinson  
Richard E. Stinson, R.L.S.,  
Manager Plat Section

Date May 21, 1986



Eugene F. Zeimer  
Eugene F. Zeimer

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Abstract

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RECORDED  
REGISTERED

DECLARATION OF RESTRICTIONS  
HUNTER'S POINTE FOUR

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This Declaration of Restrictions shall apply to each of the 22 lots constituting Hunter's Pointe Four, being a subdivision described as:

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A part of the South East one-quarter 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 177, Pages 18 & 19, 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 L7879, 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.

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**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.

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**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 full-year use and shall not include

(Part of Tax Item # 23-05-400-020)

Ent 23-05-402-000

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open or screened porches, patios, breezeways or garages. The interpretation of the term "floor area" as herein used shall be, in the event of 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 the 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 aforesaid 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 in 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.

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LSR 9318 PAGE 768

**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 erected 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 Four 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 Four 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, will be reserved, for the exclusive use of the members of the Hunter's Pointe Home Owners Association.

**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, 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.

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LINE 9318 PAGE 769

IN WITNESS WHEREOF, CHARTER LAND CORPORATION, a Michigan Corporation, and MANUFACTURERS NATIONAL BANK OF DETROIT, a National Banking Association, have this 17 day of November, 1985, caused this Declaration of Restrictions to be executed.

In the Presence of:

Dorothy Bowdon  
Dorothy Bowdon

CHARTER LAND CORPORATION

By: Marvin R. Rollins  
Marvin R. Rollins, President  
5600 W. Maple Road  
W. Bloomfield, Mich. 48033

Patricia Cedena  
Patricia Cedena

STATE OF MICHIGAN )  
COUNTY OF OAKLAND ) SS

On this 17 day of November, 1985, 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.

DOROTHY BOWDON  
Notary Public, Wayne County, MI  
My Commission Expires Nov. 23, 1988

Dorothy Bowdon

In the Presence of:

David M. O'Neil  
David M. O'Neil

MANUFACTURERS NATIONAL BANK OF DETROIT

By: Phillip G. Stinson  
Phillip G. Stinson

Wayne E. Smith  
Wayne E. Smith

STATE OF MICHIGAN )  
COUNTY OF WAYNE ) SS

By: Donald W. Colwell  
Donald W. Colwell

On this 27th day of November, 1985, before me personally appeared Phillip G. Stinson and Donald W. Colwell to be known to me as being the 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.

WAYNE E. SMITH  
Notary Public, Wayne County, Michigan  
My Commission Expires February 19, 1989

Wayne E. Smith

When Retained Return To:

MARVIN R. ROLLINS  
SUITE D415  
5600 W. MAPLE  
W. BLOOMFIELD, MICH. 48033

Prepared By:

MARVIN R. ROLLINS  
SUITE D415  
5600 W. MAPLE  
W. BLOOMFIELD, MICH. 48033