

LIBER

COUNTY TREASURER'S CERTIFICATE

PAGE

The records in my office show no umpaid taxes or special assessments for the five years preceding him 18. M.S., involving land infuluded in this plat.

Cr. Hogh Bohessy, County Treasurer, Carles County Treasurer, Carles County Treasurer, James H. Van Leuren, Jr., Deputy

PART OF THE S.E. 1/4 OF SECTION 5, T. I N., R.9 E., CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN POINTE HUNTER'S

- N00'41'02"W 275.02 feet and SURVEYOR'S CERTIFICATE

L. Eugene F. Zelmet, eurveyor, certify: That I have surveyed, chard divided and mapped the land shown on this plat, described as existed divided and mapped the land shown on this plat, described as collows: Hunter's Pointe No. 7 part of the S.E. 14, 40 Section 5 this collower. With the S.E. 111.76 feet along the South line of said Section 5 and and courty engine to be south line of said Section 5 and and courty Recorded in Liber 180 of Plate. Pages 22 along and courty Recorded in Liber 180 of Plate. Pages 22 along the south line of said Section 5 and No. 10 as recorded in Liber 180 of Plate. Pages 22 along the south line of said Section 5 and No. 10 as recorded in Liber 180 of Plate. Pages 22 along own No. 10 as recorded in Liber 180 of Plate. 210 oakland county Recorded in Liber 180 of Plate. 210 oakland county Recorded in Liber 180 of Plate. 210 oakland county Recorded in Liber 180 of Section 5 there from the South 14 conner of said Section 5 there from the South 14 conner of said Section 5 there from the South 14 conner of said Section 5 there from the South 14 conner of said Section 5 there from the South 14 conner of said Section 5 there from the South 14 conner of said Section 5 there from the South 14 conner of said Foath South South

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 the exterior boundaries of the land surveyed and the subdivision of it.

That the required monuments and lot markers have been located in the ground or that surerly has been deposited with the municipal-ity, as required by section 125 of the act.

à That the accuracy of survey is within the limits required section 126 of the act. that the berrings shown on the plat are expressed as required by section 126 (1) of the act and as explained in the legend.

Date: June 14, 1988

Zeimet-Wozniak & Associates, Inc.



Engine F. Zeniste, Fresident R.L.S. \$2209 28450 Franklin Roed SouthArfeld, M. 48034

PROPRIETOR'S CERTIFICATE

charter Land Corporation, a Corporation duly organized and skisting under the lass of the State of Whishigan by Marvin R. Bollins, Fresident 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 public that the public assembles are private the plat and that all other easements are of the use of the plat and that all other easements are of the uses about on the plat and that ling the RIM PERK Mo. 2 is dedicated to the lot owners in Banter's Pointe Mo. 2 is dedicated to the lot inclusive and this fauter's Pointe No. 7.

WITNESSES:

Charter Land Corporation 5600 W. Maple Road West Bloomfield, Michigan 48033 MUMICAN (M. M. President

George W. Kulm George W. Kulm County Drain Commissioner

Approved on $\frac{(LLV)(3)}{2}$ /98.8 as complying with Section 192 of Act 289, P.A. 1967 and the applicable rules and regulations published by my office in the County of Joakland.

DRAIN COMMISSIONER'S CERTIFICATE

Willian O. Kiff James M. Bammel

I cortify that this plat was approved by the City Council, of the City of Parallagon fills at a neeting head Angulate 1.777... and was reviewed and found to be in compliance with Act 289. P.A. services have been fast the public sever and public writer services have been installed and are ready for connection, that the minimum lot width and area ready for connection, that the minimum lot width and area ready for connection, that the minimum lot width and area ready for connection, that also of a house of the City of Parallagon Mills and conforms with the coning and abuddyision control retinance of the City of Parallagon Mills and that equety has been posted for the placement of amountain and lot markers within a period of one year of the above date.

CERTIFICATE OF MUNICIPAL APPROVAL

Acknowledgement

State of Michigan) SS County of Gakland)

Personally came before me this MrM day of OWNE 19_M Harvin R. Rollins, President of the above named corporation, to me known to be the person who exceuted the foregoing instrument, and to ms known to be such President of instrument, as and corporation, and schooledged that he executed the foregoing instrument as such officer as the free act and deed of said corporation, by its authority.

My Commission Expires: March 31, 1991

Notary Public Matter R. Reink Anthony R. Pulich Macomb County Acting in Cakland

COUNTY PLAT BOARD CERTIFICATE

Kashryn A. Dornan , Clork

This plat has been reviewed and is approved by the Oakland County Stat Board or Difference with all the provisions of Act 288, P.A. 1967 and the Flat Board's applicable rules of provisions.

Lymb. Allan, Register of Deeds, Arry E. Triga, R.L.S. County Plat Engineer

Roy Revold, Chairman the Board of County Commissioners

RECORDING CERTIFICATE

State of Michigan) County of Oakland)

This plat was received for record on the 300 day of the 19 20 at 2:21 6. M. and recorded in ther 205 of Plats on Pages 17.26.

Lynn C. Allen, Engister of Deeds, County Clerk

Richard E. damak July 4, 1985

Ø SHEET 2 OF

W0378

HUNTER'S POINTE SEVEN

.This Declaration of Restrictions shall apply to each of the 16 lots constituting Hunter's Pointe Seven, being a Subdivision described as:

A part of the Southeast One-QuanterFall 53 0913685 Section 5. Town I North, Range 1978 Mast, 11.06 City of Farmington Hills, County of Oakland, State of Michigan, according to the plat thereof as recorded in Liber 205 of Plats, Pages 19710 , 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 described and shall be binding upon the grantor and any and all subsequent purchases 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 (recorded L 7527, P 120, C.C.R.; amendment thereto recorded L 7879, P 360, O.C.R.) and no provision in this declaration is intended to or shall be construed as being contrary to any provision of said Planned Unit Development Agreement or the amendment thereto.

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 shall conform to the architectural design of the dwelling and shall be attached thereto) and such other auxiliary structures as may be consistent with or incidental to the use of the property as herein established. No structure of a temporary character, no 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 continued 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 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

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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 city agency for such purpose.

MINIMUM TOTAL FLOOR AREA. No single-story home shall have a total floor area of less than 2,000 square feet. No home with more than one floor of living area shall have a total floor area of less than 2,600 square feet, and must have a minimum of 1,600 square feet on the first or main floor. Square foot floor area may be modified by written consent of the grantor. The term "floor area" shall mean that area that is furnished for 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 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 without the written approval of the grantor and the City of Farmington Hills. This provision is established to prevent the improper discharge of surface water from one lot or area to another lot or area, and any modifications made in the grade and drainage plan as approved by the City of Farmington Hills constitutes a violation of law and of these restrictions.

FENCES. No fence or wall of any kind may be erected on any lot or any lot line without the written consent of the grantor, except such 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, and the written approval of the grantor, provided, however, the grantor 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.

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within 14 calendar days from and after receipt of the foregoing information, the grantor will approve or disapprove of same. Grantors' 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 noxicus 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 purposed 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.

HOMEOWNERS ASSOCIATION. An association of home owners has been formed and is now in existence. Such association has been created to serve all of the Hunter's Pointe Subdivision.

The owner of each lot platted of record as part of Hunter's Pointe Seven shall automatically become a member of the association in accordance with and subject to the provisions of Paragraph 18 and 19 appearing in the Declaration of Restrictions recorded in L 7527, P 132 and 133, O.R.C.

COMMONS AREA. The ownership (as herein defined) of any lot in any of the Hunter's Pointe Subdivisions, including Hunter's Pointe Seven, will entitle the owner and their guests, to use any park or commons area which has been platted within any Hunter's Pointe Subdivision. Such parks or commons area have been dedicated to, and are reserved for, the exclusive use of the members of the Hunter's Pointe Home Owners Association.

- (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 thereof.

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 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 them connects of all of the lots of all the Hunter's Pointe Subdivisions.

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

IN WITNESS WHEREOF, CHARTER LAND CORPORATION, a Michigan Corporation, has the 3/57 day of October, 1988 caused this Declaration of Restriction to be executed.

In the Presence of:

CHARTER LAND CORPORATION

Nancy C. Schleicher

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TATE OF MICHIGAN)

Marvin R. Rollins, President 5600 West Maple Road W. Bloomfield, MI 48322

STATE OF MICHIGAN)

COUNTY OF OAKLAND)

On the 3/47 day of October, 1988, before me 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 and deed of CHARTER LAND CORPORATION, a Michigan Corporation.

NANCY C. SCHLEICHER
Notary Public, Oakland County, Michigan
My Commission Expires August 11, 1992

RETURN TO:

PREMAKED DY:

MARVIN R. BOLLINS SUITE D415 5600 W MAPLE ROAD W. BLOOMFIELD, MICH, 48322

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MARVIN R. ROLLINS SUITE DA15 5600 W MAPLE ROAD W. DLOOMFIELD, MICH. 48322