

F & M ASSOCIATES, a Michigan Co-Partnership  
32910 W. Thirteen Mile Road  
Farmington Hills, Michigan 48018

Declaration of Restrictions  
Dated:  
Acknowledged:  
Recorded:  
Liber:  
Page:

Recorded in Liber: 166, Pg: 30 & 31 Recorded in Liber: 166, Pg: 32 & 33  
As to Hunter's Pointe Subdivision No. 1 and Hunter's Pointe Subdivision No. 2 /  
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This declaration made this 11th day of April, 1979, by  
F & M ASSOCIATES, a Michigan Co-Partnership, of 32910 W. Thirteen Mile Road,  
Farmington Hills, Michigan 48018, hereinafter referred to as the "Developer."

WITNESSETH:

WHEREAS, F & M ASSOCIATES is the owner of all of the land hereinafter  
described, and

WHEREAS, the said F & M ASSOCIATES has become the proprietor in two  
(2) plats of land known as Hunter's Pointe Subdivision No. 1 and Hunter's Pointe  
Subdivision No. 2, being subdivisions of part of the southeast 1/4 of Section 5,  
Town 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan,  
and

WHEREAS, the said plats of each subdivision, having been duly approved  
by the proper governmental authorities, have been recorded in the office of the  
Register of Deeds for Oakland County in Liber 166, Pages 30 & 31 of  
Plats, and \*\*\* 166 32 & 33

WHEREAS, the Grantors have entered into an Agreement for Planned Unit  
Development with the City of Farmington Hills, which is recorded in Liber 7527,  
Pages 120-128, Oakland County Records which is incorporated herein by  
reference, and hereinafter referred to as "Agreement," and

WHEREAS, it is the purpose and intention of this declaration that all  
of the lots in said subdivisions shall be conveyed by the Developer subject to  
reservations, easements, use and building restrictions provided to establish a  
general plan of uniform restrictions in respect to said subdivisions, and to  
insure the residential purposes, and to secure to each lot owner full benefits  
and enjoyment of his home, and to preserve the general character of the neighbor-  
hood.

IT IS HEREBY DECLARED THAT, the following general restrictions are  
covenants running with the land, binding on the heirs, personal representatives,  
successors and assigns of the Grantors, and the Grantees of all individual  
lots in said subdivisions, for the time limited in this agreement.

USES OF PROPERTY

1. Residential lots. All lots in said subdivision shall be known and  
described as residential lots. No structure shall be erected, altered, placed or  
permitted to remain on any residential lot other than one (1) single private  
family dwelling, with attached private garage for not less than two (2) cars,  
except as herein otherwise provided.

2. Building lines. No building on any of the said lots shall be erected  
nearer than thirty five (35) feet to the front lot line or nearer than eight (8)

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feet to side lot line, or nearer than ten (10) feet to side line on any corner, provided that the total of the two (2) side yards shall not be less than twenty (20) feet, or nearer than thirty (30) feet to the rear lot line, except by written consent of the Developer, which consent the Developer is empowered to give.

3. Minimum Floor Space. No dwelling shall be placed or erected for any lot, which has a livable floor space of less than eighteen hundred (1800) square feet for single story residence. Dwellings of two (2) stories or one and one-half (1½) stories shall have a minimum livable floor space of twenty-three hundred (2300) square feet and not less than one thousand (1,000) square feet on the first floor, not including porches or breezeways. Bi-level, tri-level and multi-level dwellings shall have a minimum livable floor space of twenty-three hundred (2300) square feet. Livable floor space as used herein shall include actual area within the outer surface of the outside walls, not including any garage, carport, basement, unheated porches, breezeways or entrances.

4. Lot Size. No lot shall be reduced in size by any method whatsoever without prior written consent of the Developer or its duly authorized representatives. Lots may be enlarged by consolidation with one (1) or more adjoining lots under one (1) ownership. In the event one (1) or more lots are developed as a unit, all restrictions herein contained shall apply as to a single lot. In any event, no dwelling shall be erected, altered, placed or permitted to remain on any site smaller than one (1) lot as shown on the recorded plat.

5. Trees and Soil. No trees which exceed six (6) inches in diameter shall be removed or cut, nor shall surface soil be dug or removed from any lot for purposes other than building and landscaping on said lot, without prior consent of the Developer or its authorized representatives.

6. Entrance Markers. Developer reserves the right to construct, maintain, repair and/or replace entrance markers within the following described areas: the southerly 25 feet of the easterly 25 feet of Lot 35, and the southerly 25 feet of the westerly 25 feet of Lot 36.

7. Easements. Easements are reserved for installation and maintenance of utilities, and/or storm drains in and over the side six (6) feet of all interior lot lines. After such utilities, entranceways and/or storm drains have been installed, plantings, fencing or other lot line improvements shall be allowed so long as access without charges or liability for damages be granted for the maintenance of utilities, entranceways and/or storm drains.

8. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

9. Temporary Structures. Trailers, boats or boat trailers, tents, shacks, barns or any temporary buildings of any design whatsoever are expressly prohibited within this subdivision and no temporary residence shall be permitted in an unfinished residential building. This shall not prevent the erection of a temporary storage building for materials and supplies to be used in the construction of a dwelling, and which shall be removed from the premises on completion of the building.

10. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than six (6) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. Such signs as are allowed must be maintained in good condition at all times and removed on the termination of their use.

11. **Livestock and Poultry.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs or cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.
12. **Refuse.** No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Such waste shall be kept in a sanitary container, properly concealed from public view.
13. **Swimming Pools and Belowground Structures.** Swimming pools or other permitted belowground structures may be installed only if a specific plan is approved in writing by the Developer as to size, location, materials, type of construction and must be maintained in a safe and sanitary condition.
14. **Landscaping.** Basic landscaping, including finish grading and seeding or sodding and installation of driveways, must be completed within six (6) months after date of occupancy.
15. **General conditions.** (a) No trailers, or commercial vehicles other than those present on business, may be parked in the Subdivisions. (b) No laundry should be hung for drying in such a way as to be readily visible from the street on which a lot fronts. (c) All homes shall be equipped with electric garbage disposal units. (d) All main boxes shall be uniform in size, color, and name design and shall be located uniformly with reference to the dwelling. (e) Garage doors which face the street on which the dwelling house fronts or side shall be kept closed except as necessary for normal garage maintenance and cleaning.
16. **Old buildings and materials.** No old buildings may be moved on any lot or lots in the subdivisions.
17. (a) **Architectural control.** No building or other structures shall be commenced, erected or maintained, nor shall any addition to, or change or alteration to any structure be made, except interior alterations, until the plans and specifications prepared by a competent architect showing the nature, kind, shape, heights and materials, color scheme, location on lots and approximate cost of such structure and the grading plan of the lot to be built upon, shall have been submitted to and approved in writing by the Developer, and a copy of said plans and specifications as finally approved lodged permanently with said Developer.
- (b) **Fences, garden walls and similar devices** may be constructed or erected only after plans and specifications of such proposed fence, wall or other device shall have been submitted in writing to the Developer and approved by him. In any event, no fence, other than an ornamental fence, not exceeding four (4') feet in height, shall be permitted and shall not extend on either side of the lot toward the front of the lot farther than the rear line of the house.
- (c) **The Developer shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable in its opinion for aesthetic or other reasons; and in so passing upon such plans, specifications and grading, it shall have the right to take into consideration the suitability of the proposed building or other structure to be built, to the site upon which it is proposed to erect same, and the harmony as planned in view of the outlook from the adjacent or neighboring properties. It is understood and agreed that the purpose of this paragraph is to cause the platted lands to develop into a beautiful, harmonious, private residential section and if a disagreement on the points set forth in this paragraph should arise, the decision of the Developer shall control.**

18. Lot owner association. There is hereby established the Hunter's Pointe Subdivision Nos. 1 & 2 Association, a lot owner association to consist of the owners of the residential lots in Hunter's Pointe Subdivision No. 1 and Hunter's Pointe Subdivision No. 2. Said Association shall be organized as a non-profit corporation for a perpetual term under the laws of the State of Michigan, and is the Association referred to in paragraph 4 of the Agreement. The Association Directors shall be appointed by the Developer until a minimum of eighty (80%) percent of the lots in said subdivisions have been sold by the Developer. Thereafter the Directors shall be elected by the members of the Association. The purpose of the Association shall be the maintenance of the Common Areas in accordance with the Agreement and such Association shall also have such powers and functions as shall be set forth in its By-Laws. The Developer shall appoint the Board of Directors within thirty (30) days following the recording of these Restrictions, and such Board shall proceed to adopt suitable By-Laws for the government of the Association. Subject to the limitations set forth in these restrictions, the owners of each residential lot in said Hunter's Pointe Subdivision No. 1 and Hunter's Pointe Subdivision No. 2 shall be entitled to two (2) votes in the Association.

19. Maintenance Fund. (a) All the land included in said plat, whether owned by the Developer or by others, except streets and parks maintained for the general use of the owners of the land included in said tract, shall be subject to an annual maintenance charge at the rate of Twenty Five (\$25.00) Dollars per lot, for the year, commencing July 1, 1979 and at such rate as may be determined by the Association for each year thereafter, for the purpose of creating a fund, to be known as the Maintenance Fund, to be paid by the respective owners of the land included in said subdivisions to the Association annually in advance, on the first day of July in each year commencing July 1, 1980. However, such annual maintenance charge shall be no less than Twenty Five (\$25.00) Dollars.

(b) Said annual charge may be adjusted from year to year, after 1980 by the Association, as the needs of the property may in the judgment of the Directors so require, but in no event shall such a charge be raised above Seventy Five (\$75.00) Dollars per lot, except by the approval and consent of 66-2/3% of the members of the Association, present and voting at any meeting thereof, which approval and consent shall make any such additional assessment binding upon all of the owners of the property in said subdivisions.

(c) Said maintenance fund shall be used for each of the following purposes as the Association shall determine necessary and advisable - For improving and maintaining Common Areas, including but not limited to, parks, storm and drainage easements where required, plus roadways, and entranceways of said property; for planting trees and shrubbery and the care thereof; for collecting and disposing of garbage, ashes and rubbish; for employing night watchmen; for caring for vacant property, for cutting and removing grass or weeds; for constructing, purchasing, maintaining or operating any community service facility, or for doing any other things necessary or advisable in the opinion of the Association for keeping the property neat and in good order; for expenses incident to the examination of plans as herein provided and to the enforcement of these building restrictions, conditions, obligations, reservations, rights, powers and changes.

(d) It is expressly agreed that the Maintenance Fund charge referred to herein, including any expenses incurred in removing or completing any building in accordance with the preceding paragraph, shall be a lien and encumbrance on the land with respect to which said charges are made, and it is expressly agreed that by the acceptance of title to any of said lots, the owner or his mortgagee subsequently succeeding to his interest shall be held to have covenanted and agreed to pay to the Association all charges provided for herein which were then due and unpaid to the time of his acquiring the title, and all charges thereafter falling due during the ownership thereof. A certificate in writing issued by the Association or its agent shall be given on demand to any owner liable for said charges, which shall set forth the status of such charges. This certificate shall be binding on the said parties hereto.

(e) By his acceptance of title, each owner shall be held to vest in the Association the right and power in its own name to take and prosecute all suits, legal, equitable or otherwise, which may be in the opinion of the Association necessary or advisable for the collection of all such charges.

20. **Abatement of Violation.** Violations of any conditions or restrictions or breach of any covenant herein contained shall give the parties hereto in addition to all other remedies, the right to enter upon the land as to which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any erection or other violation that may be or exist thereon contrary to the intent and provision hereof and the parties hereto shall not thereby become liable in any manner for trespassing, abatement or removal.

21. **Sales Agency.** Notwithstanding anything to the contrary herein contained, the parties hereto and the Developer may construct and maintain a sales agency office, together with a sign or signs of not more than two hundred (200) square feet of front surface, on lot or lots of their choosing in the subdivisions until such time as all of the lots in the subdivisions have been sold by them.

22. **Term of Restrictions.** All the restrictions, conditions, covenants, charges and agreements contained herein in Paragraphs 1 through 21, inclusive, shall continue in full force and effect for a period of twenty five (25) years from date of recording thereof and shall automatically be continued thereafter for successive periods of ten (10) years each; provided, however, that after ten (10) years from the date of recording hereof the owners of the fee of 2/3 or more of the lots in said subdivisions may release all or part of said lots from all or any portion of these restrictions by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and recording the same in the Office of the Register of Deeds for Oakland County. No change in or release from these restrictions shall be deemed to release any property from its obligation under the Agreement or from any provision of these restrictions designed to implement the Agreement, or from any provision of Paragraph 17 of these restrictions.

23. **Enforcement.** Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Failure to enforce any of the covenants herein contained shall in no event be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior to subsequent thereto.

24. **Assignment of Developer's Rights.** At any time after the sale by the Developer of eighty (80%) percent of the lots in the said subdivision and the constructions of homes has been completed on eighty (80%) percent of the lots in said subdivision, the Developer may assign or transfer any or all rights, privileges and duties of supervision and control in connection with these restrictions which are reserved herein to the Developer, to the Association, and upon execution and recording of appropriate instruments of appointment by the Developer, the said Association shall thereupon have and exercise all rights reserved to the Developer and the Developer shall be fully released and discharged from further obligations and responsibilities in connection therewith.

25. Buildings within a flood plain area. 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 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 Proof Regulations" EP 1165 2 314 prepared by the office of the Chief of Engineers, U. S. Army, Washington, DC, 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.

The restrictions provided in this paragraph 25(a) through (e) shall be observed in perpetuity, are thereby excluded from any time limitation and may not be amended.

26. Filling or occupation of flood plain area. No filling or occupation of the flood plain area will be allowed without the approval of the Department of Natural Resources.

27. Flood Plain Limits. Pertaining to "Hunter's Points No. 2," the elevations pertaining to the said Hunter's Points No. 2 Subdivision are hereby established at 871.7 (U.S.G.S. datum) at the upstream plat limit, to 871.0 (U.S.G.S. datum) at the downstream plat limit.

28. Severability. Invalidation of any one of these covenants by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Dated: April 11, 1979

Witness:

Daria L. Caksackkar  
Daria L. Caksackkar

Dennis J. Deagh  
Dennis J. Deagh

John R. Behr  
John R. Behr

Barbara A. Davis  
Barbara A. Davis

F & M ASSOCIATES, a Michigan Co-Partnership

By: A. J. MACKSEY COMPANY, a Michigan Corporation.  
Partner

Alfred J. Macksey, Jr.  
ALFRED J. MACKSEY, JR., President

William Phillip Pyke  
WILLIAM PHILLIP FYKE, Partner

STANDARD FEDERAL SAVINGS & LOAN ASSOCIATION  
2401 W. Big Beaver Road  
Troy, Michigan 48048

John P. Ray  
John P. Ray, Executive Vice President

Albert J. Marshall  
Albert J. Marshall  
Vice President

STATE OF MICHIGAN)  
                                  ) SS.  
COUNTY OF OAKLAND)

LIBER 7527 PAGE 135

On this 11th day of April, 1979 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 Y & M 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.

*Daria L. Caksackkar*  
Daria L. Caksackkar  
Notary Public, Oakland County, Michigan  
My commission expires 11-19-80

STATE OF MICHIGAN)  
                                  ) SS.  
COUNTY OF OAKLAND)

On this 17th day of April, 1979, before me personally appeared, Albert J. Marshall and John P. Ray, of the above named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Vice President and Executive Vice President of 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: 12/30/81

*Gregory J. Clark*  
Gregory J. Clark

Notary Public, Oakland County, Michigan

Drafted by and when recorded return to:

HAROLD A. LARSON  
29700 Orchard Lake Rd.  
Farmington Hills, Michigan 48018