

Building Restrictions

Know all men by these presence that Gar-Mar Inc., being the owner of Lots 1 – 51 inclusive, Hidden Hills, Cascade Township, Kent County, Michigan, according to the recorded plat thereof, do hereby covenant, agree, and impose the following building restrictions upon the following described premises,

1. Each lot is to be used for single-family residential dwellings only, together with accessory buildings or use in connection therewith.
 - A. Accessory building shall have the same exterior construction as the residence with which they are associated.
 - B. No previously used building shall be moved on to any lot and no used building materials shall be used in the construction of any residential dwelling on any lot.
 - C. There shall be only 1 single-family residence per platted lot.
2. Each one story house shall have a minimum of 1,300 square feet of floor area above grade level exclusive of porches, garages, breezeways, and/or any accessory building.
3. Each one and one-half story or two story house shall have at least 800 square feet of first floor area, and shall have at least 1,500 feet of floor area above grade level.
4. Any other type of residential dwelling shall have a minimum of 1,100 square feet of horizontal expanse as viewed from above and shall have at least 1,500 square feet of finishing living area.
5. Each residential dwelling shall have a garage or car-port of two or three car capacity.
6. All living trees now upon each lot shall be reserved as is reasonably consistent with residential use of and construction on the property
7. No residence, including attached garage, car-port, or accessory building, shall be located nearer than 35 feet to the front lot line nor within 15 feet and 15 feet on the other side property line, nor within 25 feet of the rear property line, except Lot #38, one side line shall be 5 feet. On corner lots, no building shall be within 25 feet of within 25 feet of the street the residential dwelling does not face upon.
8. Construction when started on any lot shall be completed within 9 months from the date construction is commenced, and the quality of construction shall be such as results in permanent architecturally sound structures. The basic landscaping shall be completed within 6 months from the date that the residential dwelling under construction is completed.

9. No trailer, tent, house with unfinished exterior, or structure other than a permanent residential dwelling shall be occupied or lived in at any time.
10. No noxious or offensive activity shall be carried on at any time and all premises shall be maintained in a neat, clean, and sightly condition.
11. No commercial vehicle over one-half ton shall be parked on any lot except as same is being used or required to be used during the course of construction on the premises.
12. No trucks, commercial vehicles, boats, boat trailers, house trailers, campers or similar type of vehicle shall be parked on any premises where same is exposed to view, and provided further no abandoned autos or used autos in a state of repair or disrepair shall be parked on any premises.
13. No more than 2 domestic animals as house pets shall be kept on any lot. One dog house or similar structure shall be permitted provided it is not unsightly. In addition there to, no animals, birds, fowl or otherwise shall be used for breeding purposes on the above described premises.
14. No fence shall be erected on any lot, which is higher than 6 feet from the ground and shall not be any closer to the front lot line of the premises than the setback from the front lot line as provided herein. Provided, however, that in the case of a swimming pool, if a higher fence is required to conform to State law, Township, or City ordinance, then such fence shall be permitted.
15. These covenants shall run with the lad and shall be binding on all parties claiming under them for a period of 25 years from the date hereof; after which said e covenants shall be automatically extended for periods of 10 successive years each unless an instrument signed by a majority of the property owners shall have been recorded agreeing to change said covenants.
16. Enforcement of the covenants contained herein shall be proceedings at law or in equity against those violating or attempting to violate any covenant herein or to restrain violation thereof or to recover damages for violation of a covenant.
17. Invalidation of any one or more of these covenants by judgment, court order, or otherwise shall in no way effect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF GAR-MAR, INC. has hereunto affixed its hand and seal by its President and Treasurer on its behalf and its authority the 18th day of September, 1968