

RECORDED

Dec 11 8 11 AM '79

NANCY HAYLAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MICH

BUILDING AND USE RESTRICTIONS
ON STRAWBERRY HILL ESTATES
NO. III SUBDIVISION

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1. A "building site" shall be defined as a complete lot as platted, or a combination of two or more such lots or portions thereof.
2. Not more than one detached single family dwelling, not to exceed two stories in height and a private two car garage, as well, as other buildings incidental to residential use, shall be built or maintained on said building site. Said premises to be used for single, private residence purposes only.
3. No building or buildings shall be erected of second hand material (re-claimed brick excluded) nor shall any old buildings or portion thereof be moved to or placed on said building site.
4. No garage or basement dwelling by themselves may be used as living quarters in any event, and no house trailer, mobile home or temporary facilities may be used as living quarters without permission of the Developer.
5. Any building plans and specifications must be submitted to and approved in writing by Developers or their authorized agent. Developers shall have the right to

refuse to approve any such plans, specifications or grading plans which are not suitable to the site, in their opinion, or harmonious with the outlook from adjacent or neighboring property. It is understood and agreed that the purpose of this paragraph is to cause the platted lands to be developed into a beautiful, harmonious private residential area and if a disagreement on the points set forth in this paragraph should arise, the decision of the Developer shall control.

However, in the event that the Developer or his agent have failed to approve or disapprove such plans and location within thirty (30) days after the same shall have been delivered to the Developer, then such approval will not be required.

6. Front and side building lines shall be in conformance with the requirements of Hamburg Township or its successor municipality. When two or more adjacent building sites are held by one owner and the side building lines are not complied with, then those building sites shall be considered as one site for the purposes of these restrictions.
7. The ground floor area of the main structure of any dwelling, exclusive of enclosed porches, garage and overhanging bays, shall be not less than one thousand (1,000) square feet for a one story structure, and not

less than eight hundred (800) square feet for a story and one-half or two story structure. Each such residential dwelling shall have an attached two car garage.

8. Exteriors of residences must be completed prior to occupancy and within one year from the date of commencement of construction, in accordance with the plans and specifications submitted to and approved by the Developer. Completion shall include final grading and seeding of lawns.
9. No excavation of fill shall be made without prior approval, in writing, by the Developer. Nothing shall be done which will interfere with or obstruct existing or planned drainage conditions of the subdivision.
10. Owners of unoccupied building sites shall at all times keep and maintain their property in an orderly manner causing weeds and other growth to be cut when needed and prevent the accumulation of rubbish and debris on the property.
11. Each residence shall have a septic tank and water well installed in accordance to all applicable governmental requirements and specifications. Water wells shall be at least ninety (90) feet deep.
12. No business, trade or enterprise of any kind or nature whatsoever shall be conducted or carried on upon any building site in this subdivision. No animals, birds,

fowl or poultry, except common household pets, shall be kept in such numbers so as to become a public nuisance.

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13. No trash shall be burned outside. All outside rubbish and garbage containers shall be of the underground type.
14. All of these restrictions, conditions, covenants, charges and agreements contained herein shall continue in force for a period of twenty five (25) years from the date of recording hereof and shall be automatically continued thereafter for successive periods of twenty five (25) years each, provided, however, that after five (5) years from the date of recording hereof, the owners of two-thirds ($2/3$) or more of the building sites in this subdivision may revoke or amend all or any part of these restrictions by proper agreement in recordable form and by recording said agreement in the Office of the Register of Deeds of Livingston County, Michigan.
15. Any building on any lot in this subdivision which may in whole or in part be destroyed by fire or other causes must be rebuilt or all debris removed and the site be restored to a sightly condition with reasonable promptness.
16. Any or all of the rights and powers, titles, easements and estates reserved or given to the Developers hereby may be assigned to any corporation or to an association composed of the owners of the property in this sub-

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division. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignees or transferees shall join for the purpose of evidencing its consent to the acceptance of such powers and rights, and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same duties and obligations as herein given and reserved to and assumed by the Developer and such instrument when executed by such assignee or transferee shall without further act release the Developer from such obligations and duties.

17. All owners of lots in this subdivision must become and remain members of Strawberry Hill Estates Property Owners Association, when it is formed. Furthermore, as a condition of future sales or conveyances, the new owner or owners must become and remain members of said association. The association, whether incorporated or otherwise, will be empowered to carry on the affairs of Strawberry Hill Estates in general and such acts as are proper. It will be empowered to levy dues and assessments to cover the cost of any work done and also operating expenses. The association will be designated by Developer, at such time as Developer desires, as the successor of Developer. At such time the association shall have the rights, powers and duties of Developer as

set forth in these restrictions. Such designation by Developer shall be by an appropriate written instrument and the association shall assume Developer's duties and powers by executing said instrument. Upon the execution of said instrument Developer's duties, obligations, powers and rights hereunder shall cease. In cases in which members of the association may vote, members shall have one vote for each building site held by such owner. Developer shall be a member of the association for as long as it owns building sites in this subdivision.

18. Various building sites in Strawberry Point Bluffs

Subdivision and adjacent land described as:

The Southwest fractional 1/4 of Section 27, Town 1 North, Range 5 East and the Southeast fractional part of fractional Section 28, Town 1 North, Range 5 East; and also that part of the West 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 34, Town 1 North, Range 5 East, lying and being north of the highway, described as: Commencing at the Northwest corner of said Section; then South 88° 01' 40" East along North line of Section 34, 1293 feet; then South 00° 26' 20" East, 401.40 feet; thence South 73° 22' 10" West, 1370.50 feet to West line of said Section; thence North 00° 33' 25" East along said West line of said Section, 834.90 feet to the place of beginning. Also that part of Strawberry Hill Estates

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No. 1 not included in above description will not abut Strawberry Lake. Lots numbered 121, 120, 119, 118 and 117 of Strawberry Point Bluffs Subdivision are reserved as an access area to Strawberry Lake for the benefit of the owners of the above described land, their successors and assigns, without limitation of their rights to subdivide, plot, assign or sell said land. The foregoing paragraph is not intended to limit the right of Developer or its assigns to construct improvements upon the said access lots or impose reasonable rules, regulations or conditions upon the use of said lots so long as such improvements, rules or regulations are consistent with the right of access reserved to Strawberry Lake.

19. Prior to issuance of an on site sewage disposal permit, a copy of a completed well log for each respective lot must be submitted for review to the Livingston County Health Department. This will be required to review depth and protection. All wells must be greater than ninety (90) feet deep.
20. If any of these restrictions are found not enforceable or severed, the remainder shall remain in full force and effect.
21. The restrictions set forth above shall run with the land and the said restrictions herein shall be binding upon

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all subsequent purchasers, irrespective of from whom-soever they shall purchase.

Developer, their successors and assigns and any owner of a building site in this subdivision, may enforce all of the foregoing restrictions at their own expense in a suit filed in a court of competent jurisdiction.

APPROVED
NOV 29 1979
LIVINGSTON COUNTY S.U.P. DEPT.

22. Prior to issuance of an on-site sewage disposal permit, a copy of completed well log for each respective lot must be submitted for review to the Livingston County Health Department. This will be required to review depth and protection. All wells must be greater than 90 feet deep. Strawberry Hill Estates No. III lands are in the County of Livingston, Township of Hamburg, State of Michigan, described as follows:

Part of the Southwest 1/4 of Section 27 and part of the Southeast 1/4 of Section 28, Town 1 North, Range 5 East, Hamburg Township, Livingston County, Michigan, more particularly described as:

Commencing at the Southwest corner of said Section 27; thence South 86°20'45" East, 42.54 feet to a point;
Thence North 01°35'15" East, 148.28 feet to the Point of Beginning;
Thence South 68°29'40" East, 50.00 feet to a point;
Thence North 86°22'27" East, 225.20 feet to a point;
Thence North 81°23'33" East, 168.00 feet to the Southwest corner of Lot 19 of STRAWBERRY HILL ESTATES NO. 1 as recorded in Liber 19 of Plats, pages 19 thru 22, Livingston County Records;
Thence following the Westerly boundary of said STRAWBERRY HILL ESTATES NO. 1, North 08°36'27" West, 200.00 feet to a point;
Thence North 81°23'33" East, 168.00 to a point;
Thence along a curve to the left whose radius is 523.30 feet, central angle is 07°13'53" and whose long chord bears North 07°39'52" West, 66.00 feet to a point;

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Thence South 81°23'33" West, 172.41 feet to a point;
 Thence North 08°36'27" West, 200.00 feet to a point;
 Thence South 81°23'33" West, 150.00 feet to a point;
 Thence North 08°36'27" West, 206.53 feet to a point;
 Thence North 16°00'00" East, 42.77 feet to a point;
 Thence North 81°23'33" East, 36.68 feet to a point;
 Thence North 08°36'27" West, 168.85 feet to a point;
 Thence North 76°22'47" East, 156.77 feet to a point;
 Thence along the arc of a curve to the right whose radius is
 1394.96 feet, central angle of 02°42'40" and whose long
 chord bears North 13°37'47" West, 66.00 feet to a point;
 Thence South 76°22'47" West, 154.47 feet to a point;
 Thence North 13°37'13" West, 225.43 feet to the Northwesterly
 corner of Lot 14 of said STRAWBERRY HILL ESTATES NO. 1;
 Thence South 85°06'48" West, 73.41 feet to a point;
 Thence South 72°55'17" West, 85.00 feet to a point;
 Thence South 47°35'40" West, 229.26 feet to a point;
 Thence South 27°42'32" West, 238.54 feet to a point;
 Thence South 12°52'47" West, 150.00 feet to a point;
 Thence South 08°34'07" West, 185.78 feet to a point;
 Thence South 14°38'44" East, 216.97 feet to a point;
 Thence South 41°34'12" East, 216.97 feet to a point;
 Thence South 68°29'40" East, 166.97 feet to the Point of
 Beginning.

Dated: November 13, 1979

NANCY HAYLAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MICH.

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In the Presence of:

Sema Dakessian

Sema Dakessian

Roger C. Towne

Roger C. Towne

Attila A. Huth

Attila A. Huth

Gary D. Stern

Gary D. Stern

State of Michigan)
County of WASHTENAW ss

The foregoing instrument was acknowledged before me this 13 day of November, 1979 by Roger C. Towne and Gary D. Stern, Co-Partners.

Attila A. Huth

Notary Public in and for the
County of WASHTENAW ACTING IN OAKLAND
My Commission expires: 4-11-83

ATTILA A. HUTH
Notary Public, Washtenaw County, Michigan
My Commission Expires 4-11-83

Prepared by:
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Attorney at Law
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