

RECORDED

DEC 11 8 12 AM '79

NANCY HAYLAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MICH.

BUILDING AND USE RESTRICTIONS
ON STRAWBERRY HILL ESTATES
NO. IV. 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 not be 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 or 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

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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.

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 subdivision. 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 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 all

subsequent purchasers, irrespective of from whomsoever 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.

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. IV 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, Town 1 North, Range 5 East, Hamburg Township, Livingston County, Michigan, being more particularly described as follows:

Commencing at the South 1/4 corner of Section 27; thence North 86°41'34" West, 1338.34 feet;
 Thence North 86°20'45" West, 415.71 feet to a point;
 Thence North 01°35'15" East, 266.78 feet to the Southeasterly corner of Lot 8 of STRAWBERRY HILL ESTATES NO. 1 as recorded in Liber 19 of Plats, pages 19 thru 22, Livingston County Records, being the Point of Beginning;
 Thence North 60°46'21" East, 522.89 feet to a point;
 Thence North 23°21'47" West, 318.00 feet along the Westerly line of STRAWBERRY POINT BLUFFS SUBDIVISION as recorded in Liber 2 of Plats, page 26, Livingston County Records;
 Thence continuing along the Westerly and Southerly border of STRAWBERRY POINT BLUFFS, the following courses:
 Thence North 20°32'42" West, 186.88 feet to a point;
 Thence North 03°03'13" West, 284.67 feet to a point;
 Thence North 22°37'34" West, 200.81 feet to a point;

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APPROVED
 NOV 29 1979
 Barry R. B...
 LIVINGSTON COUNTY HEALTH DEPT.

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Thence North $53^{\circ}54'23''$ West, 259.59 feet to the Southerly line of Owen Ave. as platted in STRAWBERRY POINT BLUFFS;

Thence North $01^{\circ}28'36''$ West, 63.04 feet to a point;
Thence South $74^{\circ}38'00''$ West, 200.14 feet to a point;

Thence South $29^{\circ}36'30''$ West, 226.12 feet to a point on the Northerly line of Lot 13 of the before-mentioned STRAWBERRY HILL ESTATES NO. 1.

Continuing along the Easterly border of STRAWBERRY HILL ESTATES NO. 1, the following courses:

Thence North $73^{\circ}19'00''$ East, 44.00 feet to a point;

Thence South $15^{\circ}40'00''$ East, 168.45 feet to a point;

Thence South $19^{\circ}36'05''$ East, 459.42 feet to a point;

Thence South $70^{\circ}23'55''$ West, 75.24 feet to a point;

Thence South $19^{\circ}36'05''$ East, 264.48 feet to a point;

Thence 132.76 feet along a curve to the right whose central angle is $25^{\circ}08'06''$, whose radius is 302.63 feet and whose chord bears South $68^{\circ}56'14''$ West, 131.70 feet;

Thence 66.04 feet along a curve to right whose central angle is $06^{\circ}25'17''$, whose radius is 589.30 feet, and whose chord bears South $07^{\circ}46'16''$ East, 66.01 feet;

Thence 103.63 feet along a curve to the left, whose central angle is $16^{\circ}06'25''$, whose radius is 368.63 feet and whose chord bears North $73^{\circ}34'52''$ East, 103.29 feet;

Thence South $24^{\circ}28'23''$ East, 239.38 feet along the Easterly line of the before-mentioned Lot 8 of STRAWBERRY HILL ESTATES NO. 1 to the Point of Beginning.

Dated: November 13, 1979

NANCY HAYLAND
REGISTER OF DEEDS
LIVONOSTON CO. MI. 48150

Dec 11 8 12 AM '79

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In the Presence of:

Sema Dakesian Roger C. Towne
Roger C. Towne

Sema Dakesian

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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