

BUILDING AND USE RESTRICTIONS ON STRAWBERRY
POINT BLUFFS SUBDIVISION

1. A "building site" shall be defined as a complete lot as originally platted, or a combination of two or more such lots or portions thereof.
2. The front of any building site shall be defined as the portion of the land fronting or, the dedicated roadway as platted, or if a building site has lake frontage then the front shall be considered on the lake side.
3. Parcels sold shall be used for private single residence purposes only, and no building of any kind whatsoever shall be erected, re-erected, moved or maintained thereon except for private dwelling house by single family and a private garage for sole use of respective owner or occupant. No old structure of any nature shall be moved onto a building site by purchasers, and other buildings may be erected only if approved by developers in such manner and location as developers may in their sole discretion permit in writing.
4. No garage or basement dwelling by themselves may be utilized 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 developers.
5. Any building plans and specifications must be submitted to and approved in writing by developers or authorized agents. 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 section and if a disagreement on the points set forth in this paragraph should arise, the decision of the Developers shall control.

However, in the event the Developers or their agents have failed to approve or disapprove such plans and location within thirty (30) days after the same shall have been delivered to Developers, then such approval will not be required provided the plans and location on the building site conform to or are in harmony with existing structures in the tract and these restrictions.

6. No building on any said building sites shall be erected nearer than sixty (60) feet to the center of the road. No building can be erected nearer than ten (10) feet to the side line or rear line of a building site except by written consents of the developers.

When two or more adjacent building sites are held by one owner and only one residence is built thereon, such owner need not comply with the ten foot side line restriction in relation to the side line between such two building sites, provided that, if such side line restriction is not complied with, such two building sites shall be considered as one building site for the purpose of these restrictions.

No building site, after original sale, may be subsequently divided less than its original size except for granting of easement for approved road right of way or utility purposes, or by a special written agreement with Developers.

7. No dwelling shall be permitted on any building site in the subdivision unless the enclosed ground floor area thereof shall be 1,000 square feet or more. All houses shall be one (1) story fronting on the road, or story and one-half or two- story where suitable to the site. No fences shall be erected without prior written consent of Developers. All dwellings shall have solid masonry foundations unless otherwise approved by Developers.
8. Exterior of residence must be completed before occupancy and shall be complete within one year of date starting construction and shall include final grading and seeding of lawn areas surrounding residence, and shall agree with the original plans as submitted to and approved by Developers. Any deviation in plans shall be submitted to and approved in writing by Developers prior to such changes.
9. No excavation or fill shall be made which shall be considered detrimental to the property or adjacent properties in the opinion of the Developers. No building site owner shall alter his building site to interfere with or obstruct existing planned drainage conditions of the subdivision.
10. Owners of unoccupied building sites shall at all times keep and maintain their property in this subdivision in an orderly manner causing weeds and other growth to be seasonably cut and prevent accumulation of rubbish and debris on the premises.

11. All construction material shall be new unless approved by developers.
12. Septic tanks for the proper and sanitary disposal of sewage shall be installed for each residence building. Septic tank and water well construction shall conform to all applicable governmental requirements and specifications.
13. No business, trade or enterprise of any kind or nature whatsoever shall be conducted or carried on upon any building site in said subdivision, nor shall any animals, birds, fowl or poultry, except common household pets, be kept at any time thereon. No dog kennels nor any pets kept in such numbers as to become a public nuisance shall be allowed on any building site.
14. No trash shall be burned outside except in portable trash burners which shall be stored inside when not in use. All rubbish and garbage containers shall be of the underground type as approved by the developers.
15. Violation of any restriction or condition or breach of any covenant or agreement, herein contained shall give the Developers, in addition to all other remedies provided by law, the right to enter upon the land upon or as to which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist contrary to the intent and meaning of the provision thereof, and the Developers shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.
16. No dock may be erected without approval of the developers.
17. All of the restrictions, conditions, covenants, charges and agreements contained, herein shall continue in forced for a period of twenty-five (25) years from the date of recording hereof and shall automatically be continued thereafter for successive periods-of twenty-five (25) years each or such other shorter periods as may be permitted by applicable law, provided, however, that after twenty-five (25) years from the date-of recording hereof, the owners in fee of two-thirds (2/3) or more of the building sites in said Subdivision may release or amend all or part of said building sites from all or any portion of these restrictions by executing and acknowledging any appropriate agreement or agreements in writing for such purposes and recording the same in the office of the Register of Deeds for Livingston County. Michigan.

18. Any dwelling and garage on any lot in this subdivision which may in whole or in part be destroyed by fire, windstorm or for any other reason, must be rebuilt or all debris removed and the building site restored to a sightly condition with reasonable promptness.
19. Any or all of the rights, and powers, titles, casements 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 said 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 obligations and duties as herein given and reserved to and assumed by the Developers and such instrument when executed by such assignee or transferee shall without further act release the Developers from such obligations and duties.
20. The parties hereto note that this subdivision abuts a street or streets which have not been accepted by the Board of County Road Commissioners and are not required to be maintained by the county.
21. It is contemplated that a Property Owners Association will be formed and all property owners in this subdivision will be obligated to become a member and maintain said membership. The association, whether incorporated or otherwise, will be empowered to maintain roads and streets and such other acts that are proper. It will be empowered to levy dues and assessments to cover the cost of operation and work done. The association will be designated by developers, at such time as developers desire, as the successor of developers. At such time the association shall have the rights, powers and duties of developers as set forth in these restrictions. Such designation by Developers shall be an appropriate written instrument and the association shall assume Developers' duties and powers by executing such instrument. Upon the execution of such instrument, Developers' obligations, powers, duties and rights hereunder shall cease. It is agreed that all owners will become members of the association and furthermore, that as a condition of future sales or conveyance, the new owner or owners must become members.

In cases in which members of the association may vote, members shall have one vote for each building site (without regard to paragraphs 6 hereof) held by such owner. Developers shall be members of the associations for as long they own building sites in the subdivision.

22. Various building sites in this subdivision and adjacent land described as:

The Southwest fractional 1/4 of Section 27, Town 1 North, Range 5 East and the Southwest 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 degrees 01' 40" East along North line of Section 34, 1293 feet; then South 00 degrees 26' 20" East, 401.40 feet; thence South 73 degrees 22' 10" West, 1370. 50 feet to West line of said Section; thence North 00 degrees 33' 25" East along said West line of said Section 834. 90 feet to place of beginning

will not abut Strawberry Lake. Lots numbered 121, 120, 119, 118, 117 of this subdivision hereby are reserved as an access area to Strawberry Lake for the benefit of the owners of the above described parcels, their successors and assigns, without limitation of their rights to subdivide, plat, assign or sell said parcels. Said lots shall not be subject to these restrictions to the extents that they are inconsistent with the reserved access rights. The foregoing paragraph is not intended to limit the right of developers or their assigns to construct improvements upon the said reserved lots or impose reasonable rules, regulations or conditions upon the use of such lots so long as such improvements or rules, regulations or conditions are consistent with the right of access reserved to Strawberry Lake.

In the event that structural improvements are constructed upon said five lots (whether by developers or their assigns), reasonable conditions, rules and regulations may be imposed upon the use of such improvements, but residents of this subdivision or of any of the above described parcels may not be prohibit from enjoyment or use of such improvements.

23. A five foot easement for road and utility purposes is reserved over any part of this property abutting or adjacent to a road or street presently shown on the subdivision plat. A condition of this conveyance is that a mutual easement for such purposes is hereby given to all property owners and the public.

24. The taxes for 1971 are not assessed by individual building site, but as a single assessment covering a larger parcel of ground than this subdivision. It is agreed that the grantee or vendee of developer will pay the developer the pro rata shares of the 1971 taxes for the property he purchases.
25. Lots 116 thru Lots 92 and all unplatted acreage as described in paragraph K2 above are excluded from the restrictions.
26. That property between building site boundary lines and the water line will be conveyed to the association when formed, reserving to abutting property owners the exclusive use and access to the land immediately abutting such owner's parcel and Strawberry Lake.
27. Developers are land contract purchasers of this subdivision property and some parcels of the Subdivision have been conveyed to them by the owners. Reference to Developers herein shall mean the persons designated as developer both in their capacity as land contract purchasers and as owners.

Persons designated as "land contract purchasers" hereunder are purchasers from Developers and not from owner and these restrictions shall be binding upon such land contract purchasers as shall sign hereunder and their successors.

28. Description of the above Plat and Subdivision, recorded in Liber 2. Page 76, Livingstone County, Hamburg Township.
29. The restrictions set forth above shall run with the land and the said restriction herein shall be binding upon all subsequent Purchasers, irrespective of from whomsoever they shall purchase.

Developers, their successors or 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.

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