

LIBER 109220274

BUILDING AND USE RESTRICTIONS

HERITAGE HILLS ESTATES SUBDIVISION ^{BASE} REG/DEEDS PAID
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0249 MISC 21.00

WHEREAS, White Lake Heritage Hills, a Michigan Co-Partnership (herein sometimes designated the Grantor) is the owner of certain lands situated in the Township of White Lake, Oakland County, Michigan, and more particularly described as:

HERITAGE HILLS ESTATES. A subdivision of part of the S.W. 1/4 of Section 25 and part of the N.W. 1/4 of Section 36, White Lake Township, T.3 N., R. 8 E., Oakland County, Michigan.

Described as beginning at the S 1/4 corner of said Section 25 thence S 00 deg. 03' 44", E 805.00 feet thence N 62 deg. 40' 55", W 455.08 feet; thence S 56 deg. 01' 45" W 280.00 feet thence N 87 deg. 27' 55" W 462.35 feet; thence S 00 deg. 01' 36" E 95.52 feet thence on a curve to the right (Radius = 260.01 feet, long chord bears S 26 deg. 33' 35" W 232.73 feet) a distance of 241.30 feet thence S 53 deg. 08' 46" W 102.65 feet to the centerline of Union Lake Road thence N 43 deg. 16' 29" W 71.15 feet along said centerline thence N 00 deg. 01' 36" W 1061.95 feet to the S.E. corner of the S.W. 1/4 of the S.W. 1/4 of said Section 25 thence N 00 deg. 23' 34" W 1949.99 feet thence N 00 deg. 23' 18" W 320.32 feet to the S.W. corner of Sierra Heights No. 2 Subdivision as recorded in Liber 204 on Pages 31-35 of Oakland County Records thence N 89 deg. 47' 26" E 1333.67 feet along the south line of said Sierra Heights No. 2 and the south line of Colony Heights No. 3 subdivision as recorded in Liber 141 on Pages 4 and 5, Oakland County Records, thence S 00 deg. 08' 59" E 2286.89 feet to the point of beginning.

Containing 93.172 acres more or less.

This plat contains 160 lots numbered 1 thru 160 both inclusive.

The plat hereof having heretofore been recorded in Liber 207, Page (s) 23,24,25 & 26, Oakland County Records; and

12-25-376-001-Sub 1/4 Sec 25
-326-0035 White Lake
12-36-126-001-Sub 1/4 Sec 36
White Lake

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WHEREAS it is the intent and purpose of White Lake Heritage Hills and all other parties of interest to subject the above described lots to certain uniform building and use restrictions and certain other conditions, obligations, reservations, rights, powers and charges as are hereinafter set forth.

NOW, THEREFORE: It is declared that to the end that the above described lots may develop into a fine residential community, the following restrictions shall constitute the general plan for the improvement and development of said subdivision and same shall become, be and remain binding on all of said lots and upon all present and future owners and occupants of said lots and their respective heirs, successors, administrators, personal representatives and assigns.

1. LAND USE. All numbered lots in the subdivision shall be known, described and used as residential lots. No permanent structure shall be erected, placed or

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maintained or permitted to remain on any lot except when same shall be a single family dwelling and a private garage for not less than two (2) nor more than three (3) automobiles, which said garage shall conform to the architectural design of the residence and attached thereto with a concrete drive to service the size garage to be constructed (minimum of 2 car widths) and such other buildings and auxiliary structures as may be consistent with or incidental to the specific use of the lots as herein established. No structure of a temporary character, no trailer, basement, tent, shack, garage, barn or similar building shall be used as a residence either temporarily or permanently. No temporary building shall be permitted to remain on any lot except insofar as same may be necessary or incidental to the promotion and sale of the several lots or necessary or incidental to the construction of a permitted structure.

2. LOT SIZE. No lot shall be reduced in size. Lots may be enlarged by consolidation of adjoining lots providing consolidated lots are under single ownership. In the event lots are consolidated, the consolidated lot shall be used for a single family residential dwelling and all of the restrictions herein contained shall apply to consolidated lots as if same had not been consolidated.

3. SET-BACK RESTRICTIONS. No portion of any residential building shall be located less than 35 feet back from the front lot line of any lot nor less than 35 feet forward from the rear lot line of any lot unless such rear lot line shall abut an outlet. The total of the two (2) side yard set-backs shall be at least 30 feet and no one side shall be less than 15 feet from the adjacent side lot line. Notwithstanding the foregoing and in the event of any dispute or ambiguity, set-back restrictions shall be determined by the applicable zoning ordinance of the Township of White Lake in effect at the time the building permit for the structure is applied for. The within set-back restrictions also may be modified, as to any given lot or lots, through official action taken by the White Lake Township Board of Zoning Appeals.

4. MINIMUM TOTAL FLOOR AREA. No single story home shall have a total floor area of less than 1,600 square feet. No two story home shall have a total floor area of less than 2,000 square feet and shall have a minimum of 1,050 square feet on the first or main floor. Any home which shall be architecturally classified as a "Multi level" home (other than a two story home) shall have no single (1) floor as herein described, with an area of less than 500 square feet, provided, however, that Multi level homes shall have no less than 2,000 total square feet. The term "floor area" as herein used shall mean that area finished and intended for full year usage and shall not include open or screened porches, patios, breezeways or garages. In all other instances the final interpretation of the term "floor area" shall, in the event of a dispute, be vested solely and irrevocably in the Grantor or its duly authorized representative.

5. PLAN APPROVAL. No lot may be graded or cleared nor any construction of any kind whatsoever commenced nor any building or other structure of any kind erected on any lot nor shall any addition, alternation, or change be made affecting any exterior portion of any existing building or structure until the same is approved in writing by the Grantor or its duly authorized agent. Such approval may be obtained only by prior submission, in duplicate, of 1) the proposed grading plan,

including the surface drainage plan, 2) complete building plans and specifications, and 3) the proposed elevation.

Within fifteen (15) days from and after receipt of all of the foregoing documentation, the Grantor will, in writing, approve or disapprove the submission in full or in part. In the event of a dispute, the determination of the Grantor in approving or rejecting all or any part of the submitted material shall be absolute and final.

6. Any or all of the rights, powers and obligations, title, easements and estates reserved or given in this agreement may be assigned to a corporation or association to be known as "Heritage Hills Estates Subdivision Association" and referred to hereinafter as the Association. Such Association, if a corporation, shall be organized as a non-profit corporation for a perpetual term under the laws of the State of Michigan. Such Association shall be incorporated prior to the sale of any of the lots in "Heritage Hills Estates Subdivision", but in any event, within ninety (90) days following the recording of the final plat of "Heritage Hills Estates Subdivision". The By-Laws of the Association shall provide for a Board of Directors of not less than three (3) members nor more than eight (8) members, provided that such Board of Directors may be appointed by the signatories until such time as ninety (90%) percent of the residential lots in said "Heritage Hills Estates Subdivision" shall have been sold. Thereafter the Board of Directors shall be elected by the lot owners.

The Association shall agree to assume all the rights, powers, duties and obligations set forth herein and carry out and perform the same, and assignment or transfer of such rights, powers, duties and obligations shall be made by appropriate instrument in writing, which the assignee or transferee shall join for the purpose of evidencing its consent to acceptance thereof, and such assignee or transferee shall thereupon have such rights, powers, duties and obligations and be subject to the obligations and duties herein described. Such corporation or association, when formed, may, by a majority vote, combine with any other corporation or association of owners of lots in any other adjacent subdivision, and the resultant corporation or association shall have all of the rights, powers, duties and obligations hereby given to the corporation or association first described in this paragraph.

The Association shall be subject to and comply with, the terms of a certain agreement heretofore entered into by and between Grantor, as Developer, and the Township of White Lake, a Municipal corporation, of the State of Michigan on the 14th day of February, 1989, entitled "Agreement for Maintenance of Water Retention Basin", which agreement was heretofore recorded on August 4, 1989, in Liber 11008, /Oakland County Records, such recording constituting notice thereof to all purchasers.

The Association shall provide a policy of Liability Insurance coverage for an amount of One Million (\$1,000,000.00) Dollars, or more, and said policy shall name the White Lake Heritage Hills, a Michigan Co-Partnership, as an additional named insured.

7. MAINTENANCE FUNDS. All lots in this subdivision unless owned by the Grantor, shall be subject to an annual maintenance charge in an amount of not less than Twenty Five and no/100ths (\$25.00) Dollars and not more than Seventy Five and

no/100ths (\$75.00) Dollars, the exact amount and method of payment to be determined by Grantor, or its successor or assigns, and continuing thereafter for the purpose of creating a fund to be used for the following purposes.

- (a) For planting trees and shrubbery and caring for same.
- (b) For weed control, cutting, spraying, etc.
- (c) For constructing, purchasing or maintaining any community service.
- (d) For any other purpose necessary or advisable in the opinion of the Grantor, or its successors or assigns, for keeping the property of the subdivision in good order.
- (e) For expenses necessary or incident to the examination of plans as herein provided.
- (f) For the enforcement of the building restrictions, conditions, obligations, reservations, rights, power and/or charges contained herein.
- (g) For the property maintenance, care and beautification of the water retention basin in such subdivision all of which shall be in accordance with the "Agreement for Maintenance of Water Retention Basin", hereinbefore identified. A separate designation of funds may be stated for this purpose and will be payable to Grantor until such time as the responsibility therefor has been other designated. The payments herein provided and as from time charged shall be binding commitments relative to each and every landowner in Heritage Hill Estates Subdivision and as to any amount unpaid within a period designated for said payment, such amount shall become a lien on the properties of the delinquent party recordable as such and such liens shall have the rights and limitations as provided by the laws of the State of Michigan relative to enforcement of lien rights. Payments to the maintenance fund and other funds as hereinbefore provided, shall be made to Grantor, or its successors or assigns, according to the intentions above specifically designated, in the amounts from time to time determined within such time as may be designated by said organizations.
- (h) Payments to the maintenance fund shall be made to the Heritage Hills Estates Subdivision Association at such time as the authority and responsibility is bestowed in said Association.
- (i) Adjustments in the charges may be made from year to year by the responsible organization to whom said rights have been assigned by the Grantor, as the needs of the property in their judgment may require, but in no event shall such charge be raised over ten (10%) percent per year per lot except by the approval and written consent of the owners of seventy-five (75%) percent of the lots in the subdivision, which approval and written consent shall make any and all such additional assessments binding upon all of the owners of all lots in said subdivision.
- (j) It is expressly agreed that the maintenance fund charges referred to herein, which will be liens if not paid, include any expenses incurred in removing or completing any building in accordance with the preceding paragraphs and apply to vacant or improved property. Any such lien shall be enforceable by the Grantor, the Association or their successors or assigns and if not so enforced may be enforced by

the Township of White Lake, or its successors. The provisions relative to the maintenance fund insofar as they relate to the annual charge and obligations of the lot owner to make payment therefor shall at all times be subordinate to any mortgage that might be placed upon the property owned by any property owner in the subdivision.

(k) It is expressly agreed that by the acceptance of title of any of the lots from the owner (mortgagee excepted as long as he is not the owner) from the time of acquiring title thereto shall be held to have covenanted and agreed to pay the Grantor, or those to whom said rights have been assigned by the Grantor, all charges provided for herein which were then due and unpaid to the times of his acquiring the title and all charges thereafter coming due during the ownership of the property. A certificate in writing signed by the Grantor, or the successors or assigns, shall be given upon demand to the owner liable for said charges. This certificate shall set forth the status of such charges and shall be binding upon the said parties.

8. BASEMENTS. All single or two story dwellings erected in the subdivision shall be erected on a basement which meets the state, county, city and municipal requirements. All Multi level homes need not be erected on a basement, but would require a subterranean floor (one level below or partially below grade level).

9. LANDSCAPING. Every dwelling is required to complete their landscaping by seeding or sodding an established lawn and other vegetation within six (6) months after the date of occupancy. Each owner is left to their own design for landscaping, but, the landscaping design must be in keeping with the aesthetic appearance of the subdivision as a whole.

10. TRASH REMOVAL. There shall be only one company servicing the removal of trash/rubbish within the subdivision. The company shall be designated each year by the Association and each occupied lot shall pay the established charge under the contract. In the alternative, the Township of White Lake may establish a special assessment tax district for the purpose of providing trash/rubbish removal. The charge assessed per lot by the Township shall, when not paid, become a lien on the property. PROVIDED, HOWEVER, that the Association can, if allowed by law, retain or re-gain the right to establish the contract for the removal of trash/rubbish provided it shall be done by only one company.

11. SEWAGE. All dwellings shall be served by a sewage disposal system. During the initial development of the subdivision, private septic tanks and drainfields constructed in compliance with the regulations of the Oakland County Health Department and with applicable Michigan Department of Public Health regulations may be installed. All toilet facilities must be located inside a dwelling. pal
3-7-89

12. WATER. All dwellings shall be served by the community water system now installed. All charges for connecting to the system and water usage charges, as from time to time established, are to be paid by each lot owner. Further, it may be necessary and Residents may install water softening or treatment systems if they shall deem it desirable, due to aesthetic quality as demonstrated by iron and hardness parameters. pal
3-7-89

OAKLAND COUNTY HEALTH DIVISION

1200 N. Telegraph Road

Pontiac, MI 48052

13. FUTURE SEWAGE SYSTEMS. At such time subsequent to the initial development, it may be necessary to construct a sewage disposal system. The construction of such public system may be financed, in whole or in part, by the creation of a special assessment district or districts which may include all original lots. The acceptance of a conveyance or the execution of a land contract by any owner or purchaser shall constitute the agreement by such owner or purchaser, his heirs, executors, administrators and assigns that such owner or purchaser will execute any petition circulated for the purpose of creating such a special assessment district. Further, each owner will pay such special assessments as may be levied against his lot by such special assessment district and shall take the necessary steps as required by the appropriate state, county and township agencies to connect, at his expense, the owner's sewage discharge facilities to such community system within ninety (90) days following the completion of said system.

14. GRADE AND DRAINAGE PLAN. The grade and drainage plan established and approved by the Grantor for each individual lot in the subdivision may not be altered, changed or modified in any way whatsoever without the prior written consent of the Grantor or its duly authorized representative. It is to be understood that this provision is established not only for the purpose of maintaining a physically attractive and aesthetically pleasing area but also to prevent improper or damaging flow or discharge of surface water from one area within the subdivision to another.

15. FENCES. No fence or wall of any kind whatsoever may be erected, built or constructed on any lot or on any lot line without the prior written approval of Grantor or its designated agent. The withholding of permission to construct fences shall be the absolute right of Grantor or its designated agent, subject only to overriding fencing requirements established by the Township of White Lake. The erection, construction or building of any wall or fence without such prior written approval shall in no circumstances be deemed a waiver or abrogation of the restrictions by this paragraph provided.

16. SPECIAL EASEMENTS. Private easements for public utilities (which include restrictions on the use of land) have been granted to the private and public utility companies servicing the area. Each lot in the subdivision will be conveyed subject to such restrictions, which appear as a matter of public record either on the recorded plat or as a part of recorded agreements or both.

17. NUISANCES. No noxious or offensive activity shall be carried on or permitted upon any lot or upon the outlot, nor shall any act be done or permitted within the subdivision which is or may be an annoyance or a nuisance to adjacent or other owners, and all owners within the subdivision shall strictly conform to any and all regulations of each and every governmental agency having jurisdiction thereover.

18. SIGNS. Other than signs used for promotional purposes during development and construction, no sign shall be displayed to the public view on any lot except one sign not more than six (6) square feet used to advertise property for sale or rent and such signs shall be maintained in good condition and shall be promptly removed upon termination of use.

19. ANIMALS. No animals shall be kept or maintained on any lot, excepting household pets for use by the owners, his lessee or guests, and members of his family in residence. No animals shall be kept on the premises for any commercial purpose. Household pets shall have such care and tending by their owners as will prevent them from being obnoxious or offensive on account of noise, odor, or unsanitary conditions.

20. REFUSE. No lot shall be used or maintained as a collection area or dumping ground for rubbish or debris of any kind, except for such materials as are necessary for and used in the course of construction. Trash and other forms of waste shall be kept in sanitary containers and concealed from public view.

21. TRAILERS AND COMMERCIAL VEHICLES. No trailer, camper, truck or commercial vehicle shall remain parked on any street or side drive within the subdivision except when present on business, and then only for such period of time as is reasonably necessary.

22. SANITARY SEWERS. No structure shall be erected, placed or maintained or permitted to remain on any lot except when same shall be connected to the sanitary sewer system servicing the lots in the platted subdivision (if available).

OAKLAND COUNTY HEALTH DIVISION

1200 N. Telegraph Road
Pontiac, MI 48053

23. GENERAL CONDITIONS.

(a) Anything herein to the contrary notwithstanding or otherwise not herein provided for, any and all provisions of any local zoning ordinance or other ordinance, or public health law, or regulation shall apply to the use of the premises and all requirements established by law and relating to the use of the premises shall be complied with.

(b) In the event any court of competent jurisdiction shall declare void any covenant or any part thereof herein contained, such determination shall not affect the validity of the remaining covenants and provisions hereof, and the same shall remain in full force and effect.

(c) Any person protected by the provisions hereof may seek enforcement of such provisions in any court of competent jurisdiction against any person who shall violate or attempt to violate any provision hereof.

(d) These covenants shall run with the land and shall be binding on any party subject thereto and all persons claiming thereunder for a period of twenty-five (25) years from and after the date of the recording hereof. Thereafter these covenants shall be extended automatically for successive periods of five (5) years unless altered, in whole or in part, by recording of a written instrument executed by the then owners of a majority of the lots.

said Co-partnership by authority of its articles of agreement; and the said partner acknowledged the said instrument to be the free act and deed of said Co-partnership.

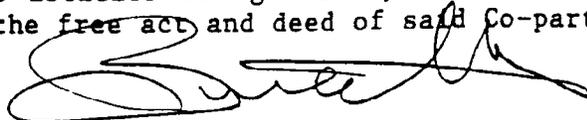


BRIAN H. HERSCHIUS Notary Public
OAKLAND County, Michigan

My Commission expires: 3/28/89

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 14th day of February, A.D., 1989, before me personally appeared William M. Fahl, who, being by me duly sworn did say that he is a partner of White Lake Heritage Hills, and that the said instrument was signed in behalf of said Co-partnership by authority of its articles of agreement; and the said partner acknowledged the said instrument to be the free act and deed of said Co-partnership.



BRIAN H. HERSCHIUS Notary Public
OAKLAND County, Michigan

My Commission expires: 3/28/89

Drafted by: David J. Wood
37000 Grand River Avenue, Suite 190
Farmington Hills, MI 48024

WHEN RECORDED, RETURN TO:

DAVID J. WOOD
37000 GRAND RIVER AVE. STE 190
FARMINGTON HILLS MI 48024