

LIBER 1468 PAGE 0717

IN THE COUNTY OF LIVINGSTON, STATE OF MICHIGAN

C.F. DEVELOPMENT INC.
608 W. Oldfield
Alpena, Michigan 49707

APR 24 9 29 AM '91
HARVEY HAVILAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI
48844

RECORDED

DECLARATION OF COVENANTS

AND RESTRICTIONS FOR PARCEL NUMBER TWO:

PROPOSED LOT NUMBER ONE (1) OF CRANBROOK ESTATES

NOW COMES C. F. Development Inc., a Michigan Corporation involved in the development of land, hereinafter referred to as Developer, and on this 11 day of April, 1991, hereby makes its declaration of covenants.

WITNESSETH:

WHEREAS, Developer is the owner in fee simple absolute of all the land hereinafter described,

PARCEL 2: (Proposed Lot 1 "Cranbrook Estates")

Part of the Northeast 1/4 of Section 35 and the Northwest 1/4 of Section 36, Town 2 North, Range 4 East, Michigan, more particularly described as follows: Commencing at the Northwest corner of said Section 36; thence North 89 degrees 35 minutes 31 seconds East, along the North line of said Section 36, 645.28 feet (previously recorded as 647.12 feet); thence South 00 degrees 17 minutes 23 seconds West, 1313.40 feet (previously recorded as South 00 degrees 20 minutes 40 seconds East, 1314.87 feet); thence South 89 degrees 40 minutes 13 seconds West, 761.32 feet; thence Southwesterly along the centerline of Pinckney Road (66 foot wide Right-Of-Way) on the arc of a curve right, 265.24 feet, said curve has a radius of 2180.24 feet, a central angle of 06 degrees 58 minutes 13 seconds and a long chord bearing South 01 degree 41 minutes 23 seconds West, 265.08 feet; thence along the centerline of a 66 Foot Wide Private Easement for Ingress, Egress, and Public Utilities South 85 degrees 41 minutes 33 seconds East, 231.26 feet; thence South 00 degrees 19 minutes 47 seconds East, 33.11 feet to the Point of Beginning of the Parcel to be described; thence continuing South 00 degrees 19 minutes 47 seconds East, 246.62 feet; thence North 66 degrees 29 minutes 18 seconds West, 104.86 feet; thence South 78 degrees 39 minutes 13 seconds West, 120.98 feet; thence Northwesterly along the arc of a curve to the left, a distance of 244.95 feet, said curve having a radius of 2240.24 feet, a central angle of 06 degrees 15 minutes 43 seconds and a long chord bearing North 09 degrees 07 minutes 41 seconds East, 244.83 feet; thence along the South line of said 66 Foot Wide Private Easement South 85 degrees 41 minutes 33 seconds East, 175.01 feet to the Point of Beginning; and subject to the rights of the public over the existing Pinckney Road; also including the use of a 66 foot wide Private Easement for Ingress, Egress and Public Utilities as described below.

DESCRIPTION OF THE CENTERLINE OF A 66 FOOT WIDE PRIVATE EASEMENT FOR INGRESS, EGRESS, AND PUBLIC UTILITIES;

Part of the Northeast 1/4 of Section 35 and the Northwest 1/4 of Section 36, Town 2 North, Range 4 East, Michigan, more particularly described as follows: Commencing at the Northwest corner of said Section 36; thence North 89 degrees 35 minutes 31 seconds East, along the North line of said Section 36, 645.28 feet (previously recorded as 647.12 feet); thence South 00 degrees 17 minutes 23 seconds West, 1313.40 feet (previously recorded as South 00 degrees 20 minutes 40 seconds East, 1314.87 feet); thence South 89 degrees 40 minutes 13 seconds West, 761.32 feet; thence along the centerline of Pinckney Road on the arc of a curve right, 265.24 feet, said curve has a radius of 2180.24 feet, a central angle of 06 degrees 58 minutes 13 seconds and a long chord bearing South 01 degree 41 minutes 23 seconds West, 265.08 feet to the Point of Beginning of the centerline of a 66 Foot Wide Private Easement for Ingress, Egress and Public Utilities; thence along the centerline of said 66 Foot Wide Private Easement for Ingress, Egress and Public Utilities, South 85 degrees 41 minutes 33 seconds East, 248.17 feet to the Terminus of said Easement.

1812 1468 MAR 0718

WHEREAS, it is the purpose and intention of this declaration that all of the lots in said subdivision shall be conveyed by the Grantors subject to reservations, easements, uses and building restrictions provided to establish a general plan of uniform restrictions in respect to said subdivision, and to insure the residential purposes, and to secure to each lot owner full benefits and enjoyment of his home, and to preserve the general character of the neighborhood, and

IT IS HEREBY DECLARED THAT the following general restrictions are covenants running with the land, binding on the heirs, personal representatives, successors and assigns of the Grantors, and the Grantees of all individual lots in said subdivision, for the time limited in this instrument, with the specific exception of those restrictions enumerated in paragraphs which shall run with the land in perpetuity.

USES OF PROPERTY

1. Single Residence Use.

Each lot in the subdivision shall be used and occupied for single family residence purposes only. No building or other structure shall be permitted on any lot other than one single private family dwelling with either an attached garage of not less than two car capacity nor larger than three car capacity; except that a swimming pool, tennis court, badminton court, or similar facility, walls or other auxiliary construction may be built in such manner and location deemed to be in harmony and conformance with these building and use restrictions, with the character of the subdivision as it develops and in conformance with all governmental regulations. Driveways must be paved with a hard fixed surface, such as concrete or asphalt, but not gravel nor dirt. Fences are expressly prohibited except as approved in the same manner as set forth in Paragraph Seven (7).

2. Easements.

Easements for installation and maintenance of utilities, entrances and / or storm drains or any other purpose are shown on the plat and after such utilities, entrances and / or storm drains or other utilities have been installed, planting, or other lot line improvements shall be allowed as long as access without charges or liability for damages be granted for the utilities, entrances and / or other improvements installed or for the installation of additional utilities, entrances and / or storm drains.

- a. Lot owners shall maintain easements in a neat and orderly manner including mowing and debris removal.

USE: 1465 PAGE 0720

- b. Prior to the installation of any driveway culverts located in any road right-of-way, the lot owner shall obtain from the Livingston County Road Commission the size and installation specifications for such culvert and shall install such culvert pursuant to such size and installation specifications all subject to the final approval of the Livingston County Road Commission.

3. Minimum Floor Space and Size.

No dwelling shall be built on any lot which has living area floor space of less than the following:

- a. One story dwelling - 1500 square feet.
- b. One and one-half story dwelling - 1200 square feet on the first floor and not less than a total of 1800 square feet.
- c. Two story dwelling - 1200 square feet on the first floor and not less than a total of 2000 square feet.
- d. Tri-level dwelling - a total of 1800 square feet.
- e. "Living Area" includes the actual area within the outer surfaces of the outside walls, including any finished living area which is above an enclosed porch or garage but excluding a garage, basement or unheated porch.
- f. No building shall exceed thirty-five feet (35') in height from the ground level measured from the lowest ground level adjacent to the home to the peak of the roof.

4. Exterior Construction.

Exterior walls of all residential structures and garages shall be constructed of brick or stone veneer, wood siding, vertical wooden tongue and groove siding, exterior plywood or other standard exterior siding material. No exterior finishes shall be built of asbestos or asphalt siding or shingles, cement block, or sand lime brick. No residential building shall be constructed with a flat roof.

- a. Notwithstanding the requirements listed in paragraph 4, there shall be an additional minimum requirement that the front exterior wall finishes of

all residential structures shall be constructed of brick, stone, or fieldstone which covers fifty percent (50%) of said wall by surface area. The front being understood to be the largest exterior wall of the home which directly faces the road.

5. No old or used structure shall be moved upon said lands and premises.

6. Trees and Soil.

No trees which exceed six (6) inches in diameter shall be removed or cut, nor shall surface soil be dug or removed from any lot for purposes other than building and landscaping of the lot, without prior consent of the Developer.

7. Building Approval.

No dwelling, structure, swimming pool, fence, TV disc, permanent sports type out door court or facility, out building, or other development shall be permitted upon any lot in the subdivision, nor shall any grade in the subdivision be changed or other construction work done, unless Developer's written approval is obtained in advance as follows: The proposed plot plan, construction plans and specifications shall be submitted in duplicate to the Developer, for approval and said written approval received prior to submittal to Marion Township for a Zoning Compliance Permit. The plot plans shall show the finished grade, the plot, the location of the dwelling and all other buildings and structures. The construction plan and specifications shall show the size, type and materials of exterior construction together with the grade and elevation of all buildings and structures and shall provide other pertinent construction details. One copy of these plans and specification shall be permanently kept by the Developer. Developer shall not give its approval to the proposal unless in its sole and absolute opinion such construction and development will comply in all respects with the building and use restrictions set forth in this document; nor shall Developer give its approval unless the external design, material and location of the construction proposal shall be in harmony with the character of the subdivision as it develops and with the topography and grade elevation both of the lot upon which the proposed construction is to take place, and the neighboring lots in the subdivision. Developer shall have the right to assign his responsibilities and authority hereunder to a third party. If anyone begins any such construction without the above stated approval, he hereby agrees to forthwith completely remove such construction upon being informed by the Developer,

regardless of the stage of completeness of such construction. If it is not appropriately removed, the Developer has the full right to enter upon such property and cause such construction to be removed; the cost of removal plus all appropriate legal expenses etc. shall be chargeable to the lot owner and the Developer may place a lien upon the subject lot for such charges plus interest.

- a. This Paragraph (7) shall not be changed or while Developer or its assigns retain ownership to any lots within the subdivision.

8. 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 subject plats.

9. No garage, trailer, basement, tent, shack, barn or other outbuildings shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence - without permission of the developers.

10. Construction Progress.

The building alteration or repair of any dwelling or structure in the subdivision, once commenced, shall be completed as soon as reasonably possible; and in the event construction progress ceases for a period of more than one hundred twenty (120) days, except due to strikes, acts of God, or other conditions beyond the control of the builder, Developer is authorized to demolish it and clear the property, or to complete it; and in either event the expense involved shall be charged against and be a lien upon the subject lot. All unused building materials and temporary construction shall be removed from the subdivision within ten (10) days after substantial completion of construction. The portion of the ground surfaces which is disturbed by excavation and other construction work, shall be final graded and seeded or covered with other landscaping as soon as the construction work and weather permits, but not more than eight (8) months after a Certificate of Occupancy is issued.

11. Unfinished and Temporary Structures.

No unfinished or temporary structures may be occupied as a residence at any time prior to completion in accordance with approved plans.

12. Signs and Billboards.

No signs, billboards, or other advertising devices or

LIBER 1468 PAGE 0723

symbols shall be displayed anywhere in the subdivision except "For Sale" signs of not more than six (6) square feet in area, advertising a single lot or dwelling. Developer or its assigns shall have the right to erect signs of larger size advertising the subdivision during its development, construction and sale. All such signs allowed must be maintained in good condition and must be removed promptly upon the termination of their use. Entrance signs are exempt from this provision and shall be maintained by the Lot owners Association.

13. Sales Locations.

Developer or its assigns may use model homes as an office or sales locations together with appropriate signs on lots of their choosing in this subdivision until such time as all of the lots in the subdivision have been improved with residential dwellings.

- a. This Paragraph 13 shall not be changed or amended while Developer or its assigns retain ownership to any lots within this subdivision.

14. Temporary Structures.

Trailers, tents, barns or any temporary building or any design are expressly prohibited within this subdivision, except those necessary for current construction and approved by the Developer.

15. Vehicle Storage and Miscellaneous.

No commercial vehicles or trailer of any nature other than those temporarily present on current business may be parked in the subdivision. Boats, motor homes, recreational vehicles, trailers and similar vehicles must be kept in the garage. No laundry shall be hung for drying in such a way as to be readily visible from any street. All mailboxes shall be located uniformly with reference to the dwelling and comply with U.S. Post Office requirements.

16. Animals.

The raising or keeping of animals, livestock, poultry, and the like is prohibited, except that dogs, cats, and pets of like character may be permitted as long as they shall be leashed or fenced in when outside and do not constitute a neighborhood nuisance.

17. Waste Materials.

Every resident in the subdivision shall promptly dispose of all refuse, garbage and waste materials. No outside storage exterior incinerators shall be used for such items.

18. Nuisances.

No obnoxious or offensive activity shall be conducted on any lot in the subdivision nor shall anything be done which may be an annoyance or a nuisance to the neighborhood.

19. Antennae.

No radio or television antennae or aerials shall be permitted other than the type commonly used for domestic T.V. residential use, and shall be installed on the house and not on a separate pole or tower. Radio and / or television disc antennae are permitted subject to the prior approval of Developer until the last residential home shall have been constructed and thereafter by the Association.

20. Lighting.

No lighting shall be so situated nor of such intensity as to create a nuisance to neighboring property.

21. Swimming Pools.

Only entirely below ground swimming pools shall be permitted and the location of the swimming pool shall be subject to existing easements, septic fields, water wells and governmental regulations.

22. Assignment by Developer.

The rights and obligations of the Developer with respect to approval, supervision, and control of these buildings and use restrictions involving discretionary decisions may be assigned by the Developer hereafter to a Lot Owners Association of the subdivision. Such transfer of rights and obligations may be made at any time Developer deems it appropriate but in any event shall be made when all of the lots in the subdivision have been improved with a residential dwelling.

23. Lot Owners Association.

There is hereby established the Cranbrook Estates Lot Owners Association, herein referred to as "Association". The Association is to consist of the owners of the residential lots in the Cranbrook Estates subdivision recorded or to be recorded. Association directors shall be appointed by the Developer after seventy percent (70%) of the lots or building sites of the finally approved subdivision plats have been sold. When ninety percent (90%) of said lots have been sold, the directors shall be elected by the members of the Association and the terms of the then existing Directors shall forthwith terminate. The purpose of the Association shall be the ownership and maintenance of the pond, park, entrance signs, etc. and such Association shall also exercise such powers and functions as may be set forth in its by-laws. The Developer shall appoint the board of directors within thirty (30) days following sale of seventy percent (70%) of said lots and said board shall

proceed to adopt suitable by-laws for the government of the Association. Each residential lot or building site in said subdivision shall be entitled to one vote in the Association.

24. Maintenance Fund.

- a. All lands included in any final plat approved and recorded within the entire development, whether owned by the Developer or by others, except streets and parks maintained for the general use of the owners of the land included in said tract, shall be subject to an annual maintenance charge at the rate of \$45.00 per lot, for the year, and at such rate as may be determined by the Association for each year thereafter, for the purpose of creating a fund to be known as the Maintenance Fund, to be paid by the respective owners of the lots or building sites included in plats finally approved and recorded within the entire development annually in advance, on the first day of January in each year, commencing with the _____ of _____, 19_____.
- b. Said annual charge may be adjusted from year to year, after 19_____ by the Association, as the needs of the property may in their judgement require, but in no event shall such a charge be raised above \$90.00 per lot, except by the approval and consent of sixty-six and two-thirds ($66 \frac{2}{3}$) percent of the members of the Association, present and voting at any meeting thereof, or represented by written proxy which approval and consent shall make any such additional assessment binding upon all of the owners of the property in said subdivision or subdivisions.
- c. Said maintenance fund shall be used for benefits and obligations of the Association and members thereof including liability insurance, taxes and for other things necessary or advisable in the opinion of the Association for the maintenance and improvement of the Association's property. This property includes, but is not limited to, the land, grounds, water in the ponds, entrance signs, landscaping, pond, fences, playground and park equipment, etc.
- d. It is expressly agreed that the maintenance fund charges referred to herein, including any expenses incurred, shall be a lien and encumbrance

LIBER 1468 PAGE 0726

on the land with respect to which said charges are made, and it is expressly agreed that by the acceptance of title to any of said lots, the owners from time of acquiring title thereto shall be held to covenant and agree to pay the Association all charges provided for herein which were then due and unpaid to the time of his acquiring the title, and all such charges thereafter falling due the ownership thereof. any mortgagee who subsequently becomes an owner of the lot shall be subject to payment of these charges the same as any other owner. A certificate in writing issued by the Association or its agent shall be given on demand to any owner liable for said charges. This Certificate shall be binding on said parties hereto.

- e. by his acceptance of title, each owner shall be held to vest in the Association, the right and power in its own name to take and prosecute all suits, legal equitable or otherwise, which may be in the opinion of the Association necessary or advisable for the collection of all such charges or for any other purpose deemed for the benefit of the Association members.

25. Wells and Septic Systems.

All of the wells and septic systems of all lots in the Cranbrook Estates subdivision shall be installed according to plans and specifications approved by the Livingston County Health Department.

- a. All wells are to be drilled into a protective aquifer which is at a minimum depth of approximately eighty feet (80') below ground surface.

26. Park and Recreation Area.

The Recreation area, including the lake, is for visual enjoyment by owners of all lots. The lake has approximately half of its shore in the park so that people may go as far as the edge of the water.

- a. The association has full control and authority regarding all the land, vegetation, trees, etc. in the recreation area. The park is for active enjoyment such as picnicking, sports, etc. No hunting is permitted in the parks or recreation area. The recreation area, specifically the lake area, is covered by a restriction that they are a "wetland" regulated under the authority of the Goemaere-Anderson Wetland Protection Act (203 P.A.

1979) and a permit is required from the Michigan Department of Natural Resources for any filling, dredging, or construction in the wetland.

27. Yard Requirements.

The front building set-back shall be thirty (30) feet minimum or as required by the location of the drain field. Side yards shall be fifteen (15) feet minimum each. Rear yards shall be forty (40) feet minimum. Corner lots shall have twenty (20) feet set-back on the sub / side street side.

a. Landscaping.

The front yard, the entire portion of the lot facing the road and extending back to a point which is even with the back wall of the house, must have existing sod or grass at the time of sale of said dwelling.

28. Abatement of Violations.

After notice by personal service or certified mail return receipt requested to an owner of violations of any conditions or restriction or breach of any covenant herein contained, shall give the Developer or Association, in addition to all other remedies, the right to enter upon the land as to which such violation that may be or exist thereon contrary to the intent and provisions hereof and such abating party shall not thereby become liable in any manner for trespass, abatement or removal.

29. Term of Restriction.

All the restrictions, conditions, covenants, charges and agreements contained herein shall continue in full force and effect and run with the land, provided however, that after fifteen (15) years from the date of recording hereof the owners of the two-thirds (2/3) or more of the lots in said subdivision may release all or part of said lots from all or any portion of these restrictions, except those restrictions contained in Paragraph 3.

30. Enforcement.

Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Failure to enforce any of the covenants herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto, except in the event the Association or lot owners violate the covenant, or any of these restrictions relating to said covenant.

31. Severability.

