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NANCY HAVILAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI
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LIBER 2034 PAGE 0820

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

CRANBROOK ESTATES #3

THIS DECLARATION is made this 1ST day of November 1995, by C.F. DEVELOPMENT, INC., a Michigan Corporation duly organized and existing under the laws of the State of Michigan, hereinafter called Developer, by JAMES D. BOLDREY, President, of 117 State Street, Alpena, Michigan 49707 and DENNIS A. WEST and NANCY J. WEST, of 5228 Cranberry Court, Howell, MI 48843 the owners of certain real property located in Marion Township, County of Livingston, State of Michigan known as CRANBROOK ESTATES No. 3, the plat of which is recorded in Liber 34, Pages 27-28-29 of Plats, Livingston County Records.

WHEREAS, the undersigned parties are the owners of all lots and other land contained within the subdivision, known as CRANBROOK ESTATES No. 3, and

WHEREAS, C.F. DEVELOPMENT, INC. is the Developer of the subdivision, and

WHEREAS, it is the intention of the undersigned parties hereto to provide restrictive and protective covenants, conditions, obligations, reservations, rights, and powers in order to assure the most beneficial development of said area into a residential community and to prevent any such use as might tend to diminish the pleasurable enjoyment thereof, and

WHEREAS, the protective restrictions herein shall be in addition to the restrictions imposed by the terms of the Marion Township Zoning Ordinance as presently adopted, and hereafter amended, and any other restrictions imposed by a governmental body having jurisdiction over the use and development of said property, and

WHEREAS, the land known as CRANBROOK ESTATES No. 3, is comprised of lots 63 to 84 inclusive is described as follows:

"CRANBROOK ESTATES No. 3", a subdivision of part of the Northeast 1/4 of Section 36, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan,

And a replat of Outlot "A" of Cranbrook Estates, Liber 29 of plats, pages 21 - 24, Livingston County Records,

Commencing at the North 1/4 Corner of Section 36, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan; thence S 89°35'31" W 610.01 feet along the North line of said section for a PLACE OF BEGINNING; thence S 15°30'49" W 944.06 feet along the westerly line of Cranbrook Estates No. 2, according to the plat thereof, as recorded in Liber 31 of plats, on pages 5-9, Livingston County Records; thence N 78°10'37" W 455.74 feet along the northerly line of Lots 29 and 30 of said Cranbrook Estates No. 2; thence S 07°55'52" W 508.20 feet along the westerly line of Lots 28 and 29 of said Cranbrook Estates No. 2; thence S 89°40'13" W 245.79 feet along the northerly line of Cranbrook Estates, according to the plat thereof, as recorded in Liber 29 of plats, on pages 21-24, Livingston County Records; thence S 00°34'12" E 301.82 feet along the easterly line of Outlot "A" of said Cranbrook Estates; thence S 89°25'38" W 66.00 feet along the southerly line of Outlot "A" and the northerly line of Cranbrook Drive of said Cranbrook Estates; thence N 00°34'12" W 302.10 feet along the westerly line of Outlot "A" of said Cranbrook Estates; thence S 89°40'13" W 284.41 feet along the northerly line of said Cranbrook Estates; thence N 00°17'23" E 1313.40 feet; thence N 89°35'31" E 1358.28 feet along the North line of said section to the Place of Beginning.

DECLARATION OF COVENANTS AND RESTRICTIONS

NOW THEREFORE, the undersigned parties hereby declare that the land as shown in the recorded plat of CRANBROOK ESTATES No.3 shall be held, sold, conveyed, and occupied subject to the following covenants, restrictions, charges, and assessment liens, which shall run with the land and each part thereof, including all lots, and which shall be binding on all parties having any right, title or interest in the land and their respective heirs, successors and assignees and shall inure to the benefit and be enforceable by the Developer, C. F. DEVELOPMENT, INC., its successors and assignees. The protective restrictions are as follows:

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 or detached garage of not less than two car capacity nor larger than three car capacity; except 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, and 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 or 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 within the easement 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.

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 - 1100 square feet on the first floor and not less than a total of 1800 square feet.
- c. Two story dwelling - 1000 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 (35) feet 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 line 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 (50) percent 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. Relocation of existing offsite structures.

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 outdoor 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 Land Use 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 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 while the Developer or its assigns retain ownership to any lots within the subdivision.

8. Excavation and/or fill.
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 and/or planned drainage conditions of Cranbrook Estates No. 3, Cranbrook Estates No. 2, Cranbrook Estates, and other adjacent properties.

9. Other Temporary/Permanent Residences.
No garage, trailer, mobile home, recreational vehicle, boat, 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 Developer.

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 by the Livingston County Building Department.

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 and/or issuance of a certificate of occupancy.

12. Signs and Billboards.

No signs, billboards, or other advertising devices or 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. These signs may only be located on the property which is "For Sale". 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 location 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 of 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 or 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 Lot Owners Association.
20. Lighting.
No lighting shall be so situated or 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 placed with regard to existing easements, septic fields, water wells and subject to governmental regulations.
22. Assignment by Developer.
The rights and obligations of the Developer with respect to approval, supervision, and control of these Building and Use Restrictions involving discretionary decisions may be assigned by the Developer hereafter to the Lot Owners Association. Such transfer of rights and obligations may be made at any time Developer deems it appropriate to do so 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.

A homeowners association shall be incorporated. The association shall be called the Cranbrook Estates Lot Owners Association. All lot owners of lots located in Cranbrook Estates Subdivision, Cranbrook Estates No. 2 Subdivision and lot owners of proposed Cranbrook Estates No. 3 Subdivision (after recording of such plat) shall become members of the Association. The 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, and enforcement of the covenants and restrictions. The 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. Lots in CRANBROOK ESTATES NO. 3 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 First day of June, 1997.

- b. Said annual charge may be adjusted from year to year, after 1999 by the Association 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 (66-2/3) 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 member 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.
- d. The maintenance fund charges referred to herein, including any expenses incurred, shall be a lien and encumbrance on the lot with respect to which said charges are made. That by the acceptance of title to any of said lots the owners from time of acquiring title thereto shall pay the Association all charges provided for herein which were then due and unpaid to the time of acquiring the title, and all such charges thereafter made during the continuance of ownership thereof.
- e. By acceptance of title, each owner shall vest in the Association, the right and power 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. Well and Septic Systems.

All of the well and septic systems of all lots in the Cranbrook Estates No. 3 Subdivision shall be installed according to plans and specifications approved by the Livingston County Health Department at the time of installation.

The following restrictions are incorporated into the DECLARATION of COVENANTS and RESTRICTIONS as required by the Livingston County Health Department (LCHD). All of the following restrictions are not severable and shall not expire under any circumstances unless amended or approved by the Livingston County Health Department.

- a. No lot shall be used for other than a single family dwelling.
- b. All wells shall be developed by a Michigan licensed well driller and penetrate a protective clay barrier. A minimum of 10 gpm per well is required for the entire development. It is required that all wells within this development be grouted along the entire depth of the casing.
- c. The test well located on Lot 75 of this development may be used for the potable water supply. If the well is not intended for use, it must be properly abandoned according to the Groundwater Quality Control Act.
- d. The septic locations for both the active and reserve, as well as the water supply systems shall be placed in the areas as indicated on the preliminary plan, which is on file at the Livingston County Health Department, unless otherwise approved by this Department.
- e. Lots 76 and 77 shall have been prepared in accordance with engineer specifications. "As-built" drawings as to the exact location of these areas are on file at the Livingston County Health Department.
- f. Lots 69, 73, 75, 78, and 79 will require a min. of a 4 to 10 ft. cutdown. Sandfill (clean, sharp sand) shall be required at time of installation of the field.

APPROVED
 Livingston County Health Department
 Name [Signature]
 Date 2/20/96

- g. Lot 67 will require the bottom of stone to be no deeper than 12 inches below grade (elevation 968).
- h. Lot 71 will require the bottom of stone to be laid on grade (elevation 973).
- i. Lot 72 will require the bottom of the system to be laid on the highest grade (elevation 970).
- j. Lot 73 will require the bottom of stone to be laid on grade (elevation 973).
- k. Lot 74 will require 100% cutdown to the permeable soils most likely to be encountered between 6-8 ft. Sandfill (clean sharp sand) shall be within 3 ft. of the original grade at time of installation of the field.
- m. Sandfill has been placed on Lots 76 & 77 and "As-built" drawings as to the exact location of these areas are on file at the Livingston County Health Department. The minimum elevation for the bottom of the stone is noted on the "As-built" drawings.
- n. Lot 82 will require the bottom of stone to be no deeper than 12 inches below grade (elevation 965).
- o. Lot 83 will require the bottom of stone to be laid on grade (elevation 970).
- p. The area designated for the placement of the reserve sewage system must be maintained vacant and free of obstacles which would restrict the placement of a sewage system for future needs. This includes, but is not limited to underground utility lines, driveways, garages, etc.
- q. There shall be no future subdividing in the subdivision to create additional building sites utilizing onsite sewage disposal and water supply.

APPROVED

Livingston County Health Department

Name

Date

Blair J. Craig
2/20/04

26. Park Area.

The Use of the Park Area is noted on the Plat and is for the benefit of all lot Owners in Cranbrook Estates Subdivision, Cranbrook Estates No. 2 Subdivision and Cranbrook Estates No. 3 Subdivision. The Park area is for the visual enjoyment of owners of all lots.

- a. The Association has full control and authority regarding all the land, vegetation, trees, etc. in the park area. The park is for active enjoyment such as picnicking, any playing games and sports. No hunting is permitted in the parks or recreation area. The Park area is covered by a restriction that it is a "wetland" regulated under the authority of the Goemaere-Anderson Wetland Protection Act (2003 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 minimum building setbacks required by any and all governmental agency shall be adhered to but in no event shall the front building set-back be less than thirty (30) feet minimum or as required by the location of the drain field; nor shall the side yards be less than fifteen (15) feet minimum each; nor shall the rear yards be less than ten (10) feet minimum. Corner lots shall have as a minimum twenty (20) feet set-back on the sub/side street side or as regulated by any and all governmental agencies.

- 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 rear wall of the house, must have existing sod or grass at the time of sale of said dwelling.

28. Abatement of Violations.

Upon notice by personal service or certified mail return receipt requested to an owner of violations of any condition or restriction or breach of any covenant herein contained, shall have the Developer or Association, in addition to all other remedies, the right to enter upon an owners premise and abate or correct the violation and such abating party shall not thereby become liable for damages or loss of any kind or nature resulting from such action.

29. Term of Restriction, Reservation of Right to Eliminate 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 modify the restrictions or release all or part of said lots from all or any portion of these restrictions, except those restrictions contained in Paragraphs 3, and 25. The Developer does hereby reserve the right, at any time hereafter and without permission of any other lot owner to eliminate any or all of the above stated covenants and restrictions herein imposed except restrictions pertaining to (a) on site sewage disposal and on site water supply, should Developer, in its judgment determine that a covenants or restriction herein made prohibits or impedes the sale of the various lots.

30. Enforcement.

Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any restriction either to restrain violation, remedy the violation or to recover damages. Failure to immediately enforce any of the restrictions 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 to or subsequent thereto.

31. Severability.

Invalidation of any one of these covenants by judgement of a court of competent jurisdiction shall in no way affect any of the other provisions and covenants which shall remain in full force and effect.

Greg O. Drais
Witness: Greg O. Drais

C.F. DEVELOPMENT INC.
A Michigan Corporation

Donalyn Scheuner
Witness: Donalyn Scheuner

James D. Boldrey
BY: JAMES D. BOLDREY
ITS: PRESIDENT

STATE OF MICHIGAN
COUNTY OF LIVINGSTON SS.

On this 1st day of NOVEMBER, 1995, before me personally appeared JAMES D. BOLDREY, to me personally known, who being by me sworn, did say that he is the President of C. F. DEVELOPMENT, INC., the corporation named in and which executed the within instrument, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said JAMES D. BOLDREY acknowledged said instrument to be the free act and deed of said corporation.

Debra E. Wilson
Notary Public
LIVINGSTON County, Michigan
Commission Expires:

DEBRA E WILSON
NOTARY PUBLIC STATE OF MICHIGAN
LIVINGSTON COUNTY
MY COM. EXPIRES JAN. 29, 1997

Drafted By: C.F. Development, Inc.
117 State Street
Alpena, Michigan 49707

Greg O. Drais
Witness: Greg O. Drais

Dennis A West
DENNIS A. WEST

Donalyn Scheuner
Witness: Donalyn Scheuner

Nancy J West
NANCY J. WEST

STATE OF MICHIGAN
COUNTY OF LIVINGSTON SS.

On this 1st day of NOVEMBER, 1995, before me personally appeared DENNIS A. WEST and NANCY J. WEST, his wife, to me known, to be the persons who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Debra E Wilson
Notary Public
LIVINGSTON County, Michigan
Commission Expires:

DEBRA E WILSON
NOTARY PUBLIC STATE OF MICHIGAN
LIVINGSTON COUNTY
M7 COMMISSION EXP. JAN. 29, 1997

Drafted By: C. F. Development, Inc.
117 State Street
Alpena, Michigan 49707