

Declaration of Restrictions

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HARTLAND ESTATES SITE CONDOMINIUM PLANNED UNIT DEVELOPMENT

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS is made this 8. day of FEBRUARY. 1998, by

**HARTLAND ESTATES DEVELOPMENT, L.L.C., a Michigan Limited Liability Company,
whose address**

is 20793 Farmington Road, Suite 5, Farmington, Michigan 48336 (hereinafter "Declarant" or "Grantor"), the owner of the property as described in the attached Addendum, Exhibit "A."

WITNESSETH:

WHEREAS, the Declarant/ Grantor is the Developer as that term is used and defined in the Bylaws of the Hartland Estates Association, a Michigan non-profit corporation (hereinafter the "Association" of certain real property known as HARTLAND ESTATES, a site condominium planned unit development in Hartland Township, Livingston County, Michigan, more particularly described herein; and

NOW THEREFORE, IT IS DECLARED that the general restrictions herein appearing shall apply to the following described property:

Lots one through eighty-six (1-86), inclusive, and all easements, appurtenances common elements or areas, of HARTLAND ESTATES SITE CONDOMINIUM PLANNED UNIT DEVELOPMENT, of part of the southeast one-quarter Section 19, Town Three North (I 3 N), Range Six East (R 6 E), Harland Township, Livingston County, Michigan, according to the description thereof in attached Exhibit "A."

and shall constitute a general plan for the improvement and development of said property as a quality residential community. These restrictions are intended to fully protect each unit and these restrictions shall run with the land and shall be binding upon the Declarant/Grantor herein, and all subsequent purchasers and grantees, their heirs, successors, administrators, personal representatives and assigns. By inference or otherwise, these restrictions are not to be construed as applying to any other lands than the property described above.

LAND USE: All units in the development shall be used, known and described as single family residential "lots" and shall be subject to the following restrictions:

No permanent structure shall be erected, altered, placed on or permitted to remain on any lot other than one (1) single family dwelling, a private garage for not less than two (2) cars (which garage shall

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be attached to said dwelling), and such other outbuilding and auxiliary structures as are consistent with or incidental to the residential use of the property as hereinafter permitted.

No structure of a temporary character, no trailer, mobile home, basement, tent, shack, garage, am, or other building shall be used on any lot at any time as a residence, either temporarily, or permanently. No temporary building shall be permitted to remain on any lot except as may be necessary or incidental to the promotion and sale of the properties as provided herein, or which is incidental to the construction of a permitted building as permitted by the Declarant/Grantor, or its authorized representative. No used houses or structures shall be erected on or moved to any lot in the subdivision.

No inoperable vehicle or vehicles, or any house trailers, boat or boat trailers, recreational vehicles or recreational equipment or trailers, construction vehicles or construction equipment, or

posted. These provisions shall not apply to the Declarant/Grantor, or its authorized representative, during development, or to builders or contractors during construction.

d) Notwithstanding any provision herein to the contrary, the Declarant/Grantor, its agents or :

sales representatives, may occupy and use any residence built in the development, or a temporary building or mobile trailer, as a sales office for sales of lots and/or residences until all of the lots and/or residences built in the development shall have been sold, and may erect such sign or signs identifying the development and the lots for sale as the Declarant/Grantor, or its authorized representative, may determine.

2. CHARACTER AND SIZE OF STRUCTURES:

a) No residence/lot or other structure shall be commenced, erected or maintained in the development, nor shall any addition, change or alterations be made to any structure, except interior alterations, until the plans and specifications, as hereinafter specified, showing the nature, kind, shape, height, materials, color scheme, location on lots and approximate cost of such structure, shall have been submitted and approved. Plans and specifications shall be filed permanently with the Declarant/Grantor, or its authorized representative.

b) Above-ground pools shall be permitted in the sole discretion of the Declarant/Grantor, or its authorized representative. Written authorization from Declarant/Grantor or its authorized representative or Association shall be obtained prior to installation of any such pool. Any and all pools shall be further subject to any restrictions or regulations of Hartland Township, or its successor, or public entity with jurisdiction.

If any portion of the floor of the main level or the floor of any proposed residence is more than two (2) feet above natural grade of the land immediately in front of such house, the Declarant/Grantor, or its authorized representative, shall have the right, in its sole discretion, to require the submission of a grading plan for approval. Upon such request, a satisfactory grading plan shall be submitted to it and no construction upon the lot shall proceed until the written approval for the same is given. Any foundations exposed above grade shall be covered with the same materials as the exterior vertical surfaces as hereinafter provided.

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The Declarant/Grantor, or its authorized representative, shall have the right to refuse to approve any such plans or specifications which are not suitable or desirable in its opinion, for aesthetic or other reasons. In evaluating such plans and specifications, the Declarant/Grantor, or its successors, shall have the right to take into consideration the suitability of any proposed residence, out-building or other structure (including, but not limited to color and style) to be built on the proposed lot, and whether such will blend harmoniously with the adjacent or neighboring properties or lots.

All the vertical exterior surfaces of all first floor and lower levels must be of natural masonry or brick. Other suitable materials may be permitted on vertical areas above said levels. Vertical exterior surfaces shall not include roofs and overhangs or downspouts. All exposed areas from the first floor down (basement level) shall be covered by natural masonry or brick. Vinyl, aluminum or similar materials may be permitted on gables, overhangs and downspouts.

1) Satellite dish antennas (used to receive television, radio, or other broadcast) not to exceed eighteen (18) inches in diameter, not visible from the street, and located where least visible to neighbors are allowed. Satellite dish antennas, solar collectors, or other mechanisms or apparatus in connection therewith, shall not be permitted on any portion of any lot or structure thereon if the same is visible from any road or from any lot within the subdivision. Abnormally tall radio or television antennas, including but not limited to, ham radio towers, shall not be permitted. Determination as to what constitutes an abnormal height for:

such apparatus shall be in the sole discretion of the Declarant/Grantor, or its authorized representative, or the Association.

All residences shall have the following minimum size:

i) One (1) story - one thousand eight hundred (1,800) square feet;

One and one-half story - one thousand five hundred (1,500) square feet on the first floor, with a minimum of two thousand one hundred (2,100) square feet total;

■■■) Two story - two thousand two hundred (2,200) square feet;

iv) All roofs shall have a minimum pitch of 6/12 and an overhang of twelve (12) inches minimum.

Garages, basements and any rooms, finished or unfinished, in a walk-out lower level shall not be included in computing square footage of floor areas. In no event shall any structure be more than two and one-half (2-1/2) stories above ground level. No story or floor above the first floor level shall be larger in size than any floor or story on a lower level. Bi-level, tri-level or multi-level residential structures are prohibited.

Minimum width for residential structures shall be established by the Declarant/ Grantor, or its authorized representative, but in no case shall any residential structure be less than fifty-five (55) feet in width. In calculating the width of a residential structure the attached garage may be used as part of its total

All residences shall have at least a two (2) car attached garage, and no house shall have more than a four (4) car attached garage. No garage shall have its vehicular entry doors facing or primarily facing the front of a lot. All garages shall have side or rear entries for vehicular ingress and egress, provided 3

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however, that corner lots may have the vehicular entry doors facing the road which does not face the front of the residence as defined herein upon receipt of written authorization from Declarant/Grantor, its authorized representative or the Association.

All residences shall have hard surface driveways installed at completion of the structure and before occupancy, weather permitting, whichever shall first occur. Hard surface driveways shall be defined as being a minimum of 4" thick concrete or brick pavers, and shall include any area regularly used or intended to be used for vehicular traffic or vehicular parking provided same is allowed or permitted. Any concrete installation which will be traversed by motorized vehicles, or which is intended for same as any such vehicle accesses a lot or residence from a road or street, and which installation traverses any curb and/or easement, shall be no less than 6" in thickness for all surfaces which traverse the curb and/or easement.

Surfaces of other similar hard materials shall be at the sole discretion of the Declarant/Grantor, or its successors and/or assigns.

Play structures such as sand boxes, swings, forts the like, shall be located in rear yards only, and shall not exceed twelve (12) feet in height.

m) All residences shall have side entryways.

3.

OUTBUILDINGS: One (1) outbuilding may be permitted to be built on any lot, provided, however, that the outbuilding has the following characteristics:

a) No outbuilding shall exceed twelve feet by twelve feet (12' x 12') in size.

b) No outbuilding shall exceed one (1) story, with a maximum gables height of fifteen (15) feet and maximum vertical wall/stud height of nine (9) feet.

An outbuilding shall have exterior finish materials of the same color quality as and consistent with the residence on that lot.

d) An outbuilding shall be located only in the rear yard of a lot, and shall meet or exceed the minimum set back requirements established herein.

An outbuilding shall be architecturally approved in the same manner as a residence and the design features of an outbuilding shall be similar and of the same quality as the residence on the lot. The location of all outbuildings must be approved in writing by Declarant/Grantor, its authorized representative, or the Association prior to construction.

LOT SIZE: No lots shall be reduced or enlarged in size without the express permission of the Declarant/Grantor or its assignee. Any such changes in lot size shall further be pursuant to the requirements of the laws of the State of Michigan, and to the requirements of any local ordinance.

FRONT, REAR AND SIDE BUILDING LINES AND YARD AREAS: Minimum spacing

between buildings and from all lot lines shall not be less than the minimum requirements established for the applicable zoning district by the applicable zoning ordinance, as may be amended from time to time, provided, however, that all rear yard setbacks shall not be less than thirty-five (35) feet from the rear lot line.

Rear lot line shall be defined as the narrow width of the of the lot not fronting the street. The other lot line 4

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nes fronting the street shall be considered a side yard. Side yard setbacks on corner lots shall be equal to the required front yard setback. Location of all dwellings must be set by a Registered Land Surveyor and final location must be approved in writing by the Declarant/Grantor, its authorized representative, or the

Anything herein to the contrary notwithstanding, the minimum distances established herein may be reduced or varied to the extent permitted or waived by the Zoning Board of Appeals for Hartland Township, or its successor, provided, however, that such reduction, variance or waiver has the prior written consent of the Declarant/Grantor, or its authorized representative.

All residences shall have front building lines within twenty-five (25) feet of the average set.

back established by the residence or residences on the adjoining lots. These requirements may be waived by the Declarant/Grantor, or its authorized representative, and the Declarant/Grantor, or its authorized representative may grant or permit deviations or variances due to topographical, soil or other conditions. In the event that there are no residences constructed on the lots adjoining the proposed residence, the Declarant/Grantor, or its authorized representative, may, in its sole discretion, determine the proper location of the front building lines for the proposed residence.

All yard areas of lots on which residences are constructed, or which form part of a building site upon which a residence or other approved outbuilding is constructed, shall be maintained, and all front:

yards shall have maintained lawns, except upon those lots upon which the presence of existing trees make such lawns impractical. Front yards are defined as the area of land whose perimeters are any road right-of-way, the side lot lines, and a line paralleling the road right-of-way which line intersects with the rear of the residence or home on such lot. Any corner lots (meaning any lot which has frontage on more than one road) shall be deemed to have two (2) front yards, each of which face the adjoining roads. Maintained lawns shall mean lawns of a uniform recognized grass type for lawns, regularly cut to a uniform height appropriate for such grass in a residential development. Maintained yards shall mean all yard areas are kept regularly cut or mowed to an appropriate height for such vegetation in a residential development. Lawns and other ground cover for yards and adequate landscaping to be determined within the sole discretion of the Grantor or its authorized representative or the Association shall be installed on a lot within five (5) months after completion of the structure or after occupancy, whichever shall first occur. All front and side yards shall be adequately irrigated to assure a consistent well cared for appearance and shall include the area between any road right-of-way and the paving adjacent to any lot. Gardens not exceeding one thousand two hundred (1,200) square feet may be located in rear yard areas only. Clotheslines are allowed but shall not be visible from the street. Each lot fronting road or street must have and maintain at least one roadside tree per every forty feet of road or street frontage on the lot and each such tree must be no more than 5' back from the street edge abutting the lot or to the middle of any easement, whichever distance is less. Trees pursuant to this provision must be a minimum of two and one-half (2.5") inch caliper and of one or more of the following kinds: maples, red maples or oaks, or any combination thereof

SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, earth berm, hedge, or shrub planting, or other barrier which obstructs sight lines at elevations between two (2) feet and six (6) feet above the grade of the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the roadway property lines and a line connecting them at points located no less than twenty-five (25) feet back from the intersection of the roadway lines. In the case of a rounded roadway corner, such measurement shall be from the intersection of the property lines as extended. Such sight line limitations shall apply to any lot within ten (10) feet from the intersection of a roadway property line with the side lines

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of a driveway pavement No tree shall be permitted to remain within such distance of such intersections waleless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

7.

FENCES, BERMS AND OTHER BARRIERS: No fence, hedgerow, wall, earth berm, hedge or shrub planting, or other barrier, may be erected on any lot without the written approval of the Declarant/ Grantor, or its authorized representative, which approval may be withheld for any reason, except swimming pool fences or other fences required by law or ordinance. No chain link fences shall be allowed.

The Declarant/Grantor, or its authorized representative, reserves the right io approve the location, design and materials for all fences or other such barriers, including required fencing. Dog runs may be permitted, at the sole discretion of the Declarant/Grantor or the Association, and shall be limited to one (1) • per lot or residence. Consent in writing shall be obtained prior to construction.

EASEMENTS FOR UTILITIES: Private easements for public and private utility installation.

and maintenance thereof, are expressly reserved as recorded and certain of said easements are also or may also be subject to separate agreements made or to be made by Declarant/Grantor but such agreements are or shall be a matter of public record. Ownership of lots within the development are subject to the grant of such easements and to restrictions upon use of the property as contained in such easement agreements.

SIDEWALKS: All residences/lots must have installed sidewalks running along the length of their property lines which run along any roadway. Installation must be of a material approved by Declarant/Grantor, or its authorized representative. All sidewalks must be approved by Declarant/ Grantor or its authorized representative, in writing, upon installation. Installation of sidewalks must be completed and approved before the issuance of the Certificate of Occupancy for the residence and thereafter maintained by whoever is responsible for same. Any part of any sidewalk which constitutes a concrete installation for motorized, vehicular traffic must conform to the requirements set forth in paragraph 2.k), above.

10. ARCHITECTURAL AND PLAN APPROVAL:

a) No building permit shall be a applied for, nor shall any grading, clearing or construction activity of any kind whatsoever be commenced, erected or maintained on any lot, nor shail any addition to or change or alteration to any existing building, structure or grade be made, until such time as the proposed plans, specifications, proposals for building elevations, and finish grading and proposals for who will be performing the work are delivered to the Declarant/Grantor, or its authorized representative or assignee, for prior written approval of the same, and such approval is obtained, or there is a failure to act upon the same as provided herein. Such approval is hereby established as a necessary method of guiding the development of the property as a planned and restricted, residential community.

Within thirty (30) days after submission of such plans, specifications, building elevations and finish grading plans, the Declarant/Grantor, or its authorized representative or assignee, shall approve or disapprove the request. Failure to act within the said period will constitute approval as submitted, except that ailure to obtain approval because of lapse of time shall not give the lot owner the right to deviate from th inish grade shown on the engineering plans filed with and approved by Hartland Township or any specifi requirements set forth herein.

No structure, earth fill, landscaping or other obstruction which would interfere with the free passage of drainage waters is to be placed on or adjacent to a drainage area.

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The determination of the Declarant/Grantor, or its authorized representative or assignee, in approving or rejecting proposed plans, specifications, elevations and grading shall be final.

) The Declarant/Grantor may delegate to an agent of its choice the authority to approve all structures and fences on all lots in the development. Such authority shall be given in written form only. The Declarant/Grantor, in its sole discretion, may assign at any time all of its rights and privileges hereunder to the Association, as herein defined or identified. At such time as the Declarant/Grantor no longer owns or has an interest in any lot in the development or as when may otherwise be provided in the Association's Bylaws, of the Declarant/Grantor hereunder. the Association, as herein defined or identified, shall automatically succeed to all of the rights and privileges All building permits must be applied for and obtained by a licensed builder and in accordance with Michigan law. All other permits shall be applied for and obtained by licensed contractors. Lot owners shall obtain written approval of any proposed builder from Declarant/Grantor, its authorized representative, or Association prior to commencement of construction. Such approval shall not be unreasonably withheld.

Lot owners and Association agree to indemnify and hold Declarant/Grantor or its authorized representative harmless of and from any and all claims and the expenses and damages attributable thereto which result or are claimed to be a result of a denial pursuant hereto.

11. ASSOCIATION AND MEMBERSHIP: The Bylaws of the Hartland Estates Association as hereinbefore identified shall govern and are incorporated by reference herein. In addition, the term "Developer" as used therein means Declarant/Grantor as used herein and vice versa. In addition, said terms always include their authorized agents or assigns or representatives.

12. MINIMUM ANNUAL MAINTENANCE CHARGE: The aforesaid Bylaws shall control.

13.

NUISANCES: No noxious or offensive activity shall be carried on or permitted upon a any of the lots or in any of the common areas, nor shall anything be done, thereon which is or may be an annoyance or nuisance to adjacent or other lot owners. All appurtenances shall conform to any and all regulations of every governmental agency having jurisdiction for the same.

14. SIGNS: Other than signs used by Declarant/Grantor or its authorized representative for promotional purposes during development and construction, no sign of any kind shall be displayed to the public view on any lot except one sign used to advertise the property for sale or rent. No such sign may feature the name of any entity which is a builder or contractor. Approved builders and contractors shall not be allowed any sign during construction and/or sale unless same shall have been approved in writing by Declarant/Grantor or its authorized representative which approval may be denied for any reason including that any such sign, in the opinion of Declarant/Grantor or its authorized representative, will or might confuse the public into believing that some affiliation, association or relationship exists between an entity or person featured on the sign and Declarant/Grantor or its authorized representative. The total surface area of any such sign shall not be greater than nine (9) square feet, and the top shall not be more than five (5) feet above the ground. Entryway signs or walls with signage thereon installed by the Declarant/Grantor or the Association to identify the development are excluded from any such restrictions. Any sign displayed shall be maintained in good condition and shall be removed upon termination of use. Any unauthorized sign shall be named upon it. subject to immediate removal and disposal at the sole expense of whoever erected it and/or was featured or

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Until all of the lots owned by the Declarant/Grantor, or its successor, are sold, no individual "for sale" signs shall be allowed on any vacant lot unless a house is under construction thereon, unless otherwise permitted in writing by the Declarant/Grantor, or its authorized representative.

Each permanent dwelling shall have its permanent address affixed in a manner approved by Declarant/Grantor, its authorized representative, or the Association.

ANIMALS: No chickens or other fowl, nor livestock, horses or any other animals except customary domestic household pets shall be kept or harbored on any of the lots. No animals shall be kept or maintained on any lot except customary domestic household pets for use of the lawful occupants of the residence thereon. Any such household pets shall have such care and be kept so as to not be objectionable or offensive due to noise, odor or unsanitary conditions. Household pets shall be limited to not more than three (3) animals per household unless approval otherwise is granted, in writing, by the Association. Any such disposal of feces. pets shall be leashed when outside the owner's lot. Owner's shall be responsible for immediate removal and 18. **REFUSE:** Refuse, ashes, building materials, garbage or debris of any kind shall be cared for and stored in such a manner so as not to be offensive or visible to neighboring property owners. Trash containers shall be promptly removed from the roadside after collection has occurred.

DRAINAGE AND DRAINAGE EASEMENTS: All drainage easements if any are dedicated to the use of the abutting lot owners for the passage of surface drainage water. No structures, fill or obstructions are to be placed in or on said easement areas which would interfere with the free passage of such drainage water. All drainage of surface water on any lot shall be directed toward drainage easements and areas, or toward roadside drainage.

Each owner of a lot shall be responsible for maintenance of the area abutting such lot which is within the road right of way between the lot line and the edge of any gravel surface or paving, as set forth herein. In the event that such area contains ditching, culverts or other systems for surface water drainage, each owner shall maintain such drainage area to the extent necessary for the free passage of surface water, or as required jurisdiction. by the Livingston County Road Commission, its successors or assigns or the appropriate public entity with any such drainage areas. In no event shall any lot owner permit, or cause to be permitted, any impediment or obstruction in

STRUCTURES IN COMMON AREAS: Within any of the common areas, detention basins or drainage easements, no structures shall be constructed or permitted, without the express written approval of Hartland Township, the Livingston County Drain Commission, or any other governmental authority having jurisdiction, or their respective successors, nor without the express written approval of the Declarant/Grantor, or its successors or assigns. Any such structure shall be architecturally approved in the same manner as a residence and the design features of any such structure shall be similar and of the same quality as the general character of the residences in the development.

19.

EASEMENTS AND RIGHT OF WAY: All easements and rights of way are hereby dedicated and reserved as described in any documents recorded granting same. Tha use of all or part of such 8

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easements and/or rights of way may be granted or assigned at any time hereafter by the Declarant/Grantor, or its authorized representative or assigns, to any firm, governmental unit or agency or corporation furnishing, services or for other reasons acceptable to the Declarant/Grantor, or its authorized representative or assign.

WATER SUPPLY**SEWAGE DISPOSAL (INSTALLATION AND**

restrictions:

MAINTENANCE): Any and all lots and lot owners shall be subject to the following requirements and The installation and maintenance of the particular water supply and sewage disposal systems located on any lot shall be the responsibility of the lot owner. All wells and septs shall be located in the exact area as indicated on the Desine, Inc. site plan Job #7492 dated September 8, 1997. No unit shall be used for other than a single family dwelling and there shall be no future subdividing of any building units which would utilize individual on-site sewage disposal and/or water supply systems.

If a test well has been drilled on a lot to determine water supply adequacy for the development, that well may be used for potable water supply for such lot. Any test wells drilled which are not intended for use or are not used, shall be properly abandoned according to Part 127, Act 368, P.A. 1976 of the Groundwater Quality Control Act of the State of Michigan.

All septic locations, including active and reserve, and water supply systems shall be located in the areas specified as per paragraph 20a) above and the owner or occupant of any lot shall not construct any improvements in the locations specified for active and reserve septic systems.

All wells, if permitted, shall be drilled by a licensed Michigan well driller and be drilled to a depth that will penetrate a minimum of a ten (10) foot protective clay barrier. In most cases, this will be accomplished at depths ranging from ninety (90) to two hundred (200) feet.

A partial chemical water sample must be submitted from the supply which reflects less than ten (10) ppma nitrate. It is the responsibility of the owner to submit bacteria water results which reflect a safe supply prior to occupancy approval being given.

There shall be no underground utility lines located within any area designated for an active and/or reserve septic system area.

The reserve septic locations as designated on the Plan referenced in paragraph 20a) above must be maintained vacant and accessible for future sewage disposal uses.

All lots must maintain a minimum of fifty (50) feet from any portion of the storm drainage system with both active and reserve on-site sewage disposal systems.

i) soils.

Declarant/Grantor may and can designate lots which will require a cutdown to the permeable soils.

Declarant/Grantor may and can designate lots which will require a cutdown to the permeable

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Due to the fact that unsuitable soils may be excavated in areas and possibly replaced with conventional sewage system. clean sharp sand, the cost of an on-site sewage disposal system for the lots affected may be higher than a Three (3) bedroom homes will require a two thousand four hundred (2,400) square foot area designated for active and reserve septic area, while four (4) bedroom homes will require a two thousand eight hundred (2,800) square foot area. In any event, proposed homes exceeding three bedrooms must show that sufficient area exists for both active and reserve sewage systems which meet all acceptable isolation There shall be no activity within the regulated wetlands unless permits have been obtained from the Michigan Department of Environmental Quality or its successor in authority and jurisdiction, if any.

All of the foregoing restrictions regarding water supply and sewage disposal are not severable and shall not expire, even if the term for these building and use restrictions shall expire, unless otherwise authority and jurisdiction, if any. amended by or changed by approval of the Livingston County Health Department or its successor in MISCELLANEOUS PROVISIONS: Roads within the Development will be paved, have:

concrete curbs and gutters and will be sidewalked as per the specifications of the Declarant/Grantor, its representative or assign and any applicable provisions elsewhere herein. Roads and storm drainage systems within the Development will remain private.

Unit areas will be a minimum of twenty thousand (20,000) square feet, and one hundred (100) feet electric service.

wide with an on-site well, on-site septic tank/subsurface disposal field systems, phone, cable, natural gas, and The development shall include open space areas (park) located along the west portion of the site.

This park shall consist of primarily open fields with walking trails and paths for use by the residents of the installed before the last lot is developed and sold. development, a softball field, a tennis court and other amenities. The softball field and tennis court shall be The development will be a restricted access, gated community. The development shall be gated as Road and there restricted.

provided herein. Access gates shall be provided at both the North and South entrance locations on Cullen Gate access shall be controlled to residents or their guests exclusively through use of a keycard or PIN to activate the entry gate controller. A remote access combination system shall be provided to allow an arriving non-resident, guest a phone line connection with any residence within the development. Remote gate activation by the resident shall be required for a guest to gain entry.

exit location.

Exit gate activation shall be provided by automatic proximity sensors located in the pavement at each activate the pedestrian gate latch. Any pedestrian gate, if any, shall be activation controlled through use of the same keycard or PIN 10 The remote access communication system shall provide any arriving non10

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resident, guest a phone line connection with any residence within the development. Remote pedestrian gate latch activation by the resident shall be required for a guest to gain entry.

Pedestrian gate exit shall be through use of a manual latch operator. Each pedestrian gate will be provided with a spring return to close.

The Association shall contract with subcontractors to provide waste collection and landscape maintenance services for all residents within the development. Access for these vehicles shall be provided by keycards provided to the service providers by the Association.

All gate systems shall be able to track for some memory period the identify of the authorized keycard or PIN holder whose keycard or PIN was used to gain passage through any gate.

Mail pickup and delivery locations shall be provided at both entrances. Each entrance shall have mail delivery for approximately fifty percent (50%) of the residents. Residents located in the southerly part of the development shall have mail delivery at the South entrance and those located in the northerly part shall have mail delivery at the North entrance.

A covered bus waiting area shall be provided at each entrance for school children. School bus service will not need to enter the development, unless arrangements are made between the Association and the school system or district involved.

means as are acceptable to the responding agencies. Emergency vehicle access shall be provided through the use of a hand latch/release system or other 22. GENERAL CONDITIONS:

a) Any person protected by the provisions of this Declaration may seek enforcement of such provisions against any person who shall violate or attempt to violate such provisions in accordance with the Association Bylaws, if applicable, or by enforcement by proceedings at law or in equity, or both, and to restrain violations or to recover damages, or both. The Association may also enforce the provisions hereof.

In the event that a court of competent jurisdiction shall declare void any covenant, conditio or restriction contained herein, or any part thereof, such determination shall not affect the validity of any remaining covenants, conditions or and the same shall remain in full force and effect.

The caption headings to paragraphs herein are for reference only, and shall in no way serve to limit or interpret the provisions of any paragraph.

This Declaration will not be interpreted or construed as constituting a variance from or approval of any violation of any provision of any ordinance of Hartland Township and any amendment hereof or approved pursuant hereto relating to any matter subject to the provisions of any ordinance of Hartland Township may require the approval of Hartland Township.

TERM. The covenants, conditions and restrictions contained herein shall run with the land and shall be binding upon and shall inure to the benefit of all parties hereto and all parties claiming under them for a period of thirty (30) years from the date hereof, and shall automatically continue thereafter for 11

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successive periods of ten (10) years each, provided, however, that the owners of the fee of at least two-thirds (2/3) of the lots in the subdivision may release all or part of the lots from all or any portion of these restrictions, or may change or modify the same, by executing, acknowledging and recording an appropriate agreement or other written instrument for such purpose. Until Declarant/Grantor, or its successor no longer owns or has an interest in any lot in the development or has assigned its rights and privileges hereunder to the Association or until as may otherwise be provided in the Association's Bylaws, Declarant/Grantor or its successor shall be deemed to be exempted from this paragraph and shall have the authority to unilaterally release all or part of the lots from all or any portion of these restrictions or to change or modify the same, by executing, acknowledging and recording an appropriate agreement or other written instrument for such

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth below.

WITNESSETH:

DECLARANT/GRANTOR:

HARTLAND ESTATES DEVELOPMENT, L.L.C.

Elizabeth D. Jamieson By:

Elizabeth D. Jamieson Joseph R. Rotondo, Agent and President of

FARRUGA

J. Rotondo Construction, Inc., Member

By:

Karen Mackey Frank Arciero, President of Falling Star Homes, Inc., Member

STATE OF MICHIGAN

COUNTY OF WAYNE

personally appeared Juscia RoToNDe On this 6th day of FEBRUARY 1998, before me, a Notary Public in and for said County, to me personally known, who being duly sworn, did say that he/they is/are the members)/agent of Hartland Estates Development, L.L.C., the company named in the foregoing instrument and that he/they executed the same on behalf of said company and he/they acknowledged said instrument to be the free act and deed of said company.

pour Jang.

_ Notary Public -TONY FARRUG county, Michigan Notary Public, Wayne County, MI My Commission Expires Oct 3, 1998

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STATE OF CALIFORNIA ISS.

COUNTY OF _arange

On Feb, 2 1998 _ before me, Karen Mackey personally appeared Frank Arciero

- personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

KAREN MACKEY Comm. # 1056191 NOTARY PUBLIC - CALFORMA Orange County My Comm. Expires
Apr. 27,1999 + (This area for official notarial seal

Title of Document Date of Document _No. of Pages Other signatures not acknowledged

3008(1.94) (Gunerally) Firsi Antercan Tille Insurance Company

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4882295 PAGE 8 4 7**Master Deed drafted by:**

George P. Butler, III, Esq ABBOTT, NICHOLSON, QUILTER,

ESSHAKI & YOUNGBLOOD, P.C.

19th Floor, One Woodward Avenue Detroit, Michigan 48226-2416 (313) 963-2500

When recorded, return to drafter.

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