

CARRIAGE HILLS
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

Appurtenant to the following described property:

Beginning at the W 1/4 corner of Section 25, T1S, R4E, Dexter Township, Washtenaw County; thence N 2° 52' 40" W 580.81 feet along the west line of said Section 25; thence S 86° 48' 50" W 955.19 feet; thence S 2° 43' 55" E 580.82 feet; thence S 86° 48' 45" W 660.00 feet along the E-W 1/4 line of Section 26, T1S, R4E, Dexter Township, Washtenaw County, and the center line of Fleming Road; thence N 3° 11' 15" W 385.00 feet; thence N 36° 03' 20" W 707.60 feet; thence S 87° 28' 40" W 394.97 feet; thence N 2° 31' 15" W 1659.94 feet; thence N 86° 32' 30" E 2390.79 feet along the north line of said Section 26 to the NE corner of said Section 26; thence S 37° 54' 20" E 368.08 feet along the center line of Dexter-Pinckney Road; thence S 52° 05' 40" W 435.60 feet; thence S 37° 54' 20" E 400.00 feet; thence S 52° 05' 40" W 64.40 feet; thence S 37° 54' 20" E 522.72 feet; thence S 75° 33' 10" E 265.22 feet; thence N 52° 05' 40" E 60.33 feet; thence S 4° 12' 10" E 629.59 feet; thence N 52° 19' 45" E 625.54 feet; thence S 37° 40' 15" E 725.49 feet along the center line of Dexter-Pinckney Road; thence S 52° 19' 45" W 210.00 feet; thence S 25° 30' 40" E 181.60 feet; thence S 71° 49' W 300.08 feet; thence N 4° 12' 10" W 95.05 feet; thence S 85° 47' 50" W 135.40 feet; thence S 4° 12' 10" E 338.77 feet; thence N 81° 21' 30" W 1076.22 feet along the E-W 1/4 line of said Section 25 and the center line of Fleming Road to the Place of Beginning; being apart of the NE 1/4 of said Section 26 and the NW 1/4 of said Section 25, containing 156.7 acres of land more or less.

THIS INSTRUMENT is made June 16, 1976, by GUENTHER BUILDING COMPANY, INCORPORATED, a Michigan corporation, as Owner, whose address is 1200 Bardstown, Ann Arbor, Michigan; ANN ARBOR FEDERAL SAVINGS AND LOAN ASSOCIATION, as Mortgagee, whose address is 401 East Liberty, Ann Arbor, Michigan; JUNE S. WILSON and JAN L. TUCKER, as Mortgagee, whose address is 9250 Fleming Road, Dexter, Michigan; and RUTH DOLETZKY, as Mortgagee, whose address is 9575 Fleming Road, Dexter, Michigan. The parties are the owners of the above described property.

The following restrictive covenants and easements are hereby declared to be binding and effective on the above described property, including all lots in Carriage Hills Subdivision, a subdivision recorded in Liber 21 of Plats, Pages 25 through 28, Washtenaw County Records, and all lots in any sub-

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PATRICIA HEWKIRK HARDY
REGISTER OF DEEDS
WASHTENAW COUNTY, MICH.

division platted within the above description at any future date. Said covenants and restrictions shall run with the land. Each party hereafter accepting a deed, land contract or other conveyance of land in said subdivision, shall thereby be deemed to have become a party hereto and thereby agreeing to the restrictions and easements hereinafter set forth as to the land thereby acquired.

SECTION 1. BUILDING AND USE RESTRICTIONS RELATING TO USAGE OF LOTS.

1. All lots in the subdivision shall be residential lots. No more than one single family residence shall be erected, altered, placed or permitted to remain on any building lot. Single family dwellings shall not exceed one, one and one-half or two stories in height. No vehicles shall be stored in a garage or car-port or stored or parked overnight in any driveway or on any street except private passenger automobiles and pick-ups. A trailer or motor home being used by the family resident in such dwelling may be stored in the garage but not parked permanently or temporarily outdoors. No garage or outbuilding shall be permitted on any lot except those as approved by the Subdivision Review Committee which in any event must be permanently attached to and incorporated in the main dwelling house.
2. No temporary or unfinished structure may be occupied as a residence at any time prior to the completion according to approved plans.
3. No chain link fences may be installed in the subdivision.
4. Easements are reserved over the lots for utility installation and maintenance as set forth on the plat.
5. No livestock of any kind except household pets may be kept in said subdivision.
6. All lots on which houses are completed are to be kept trim and free of debris. Any lot on which a completed house is built not kept mowed by the owner shall be cut at the owner's expense, by arrangement made by the Subdivision Review Committee and the owner shall pay the expense thereof when billed.
7. The construction on any house shall not exceed one year. All buildings must be constructed by licensed builders.
8. All unused building materials and temporary construction shall be removed from the subdivision within 60 days after substantial completion of the structure. The portion of the surface of the earth which is disturbed by excavation and other construction work shall be finish-graded and seeded or covered with other landscaping as soon as the construction work and weather permits.

9. Every owner shall promptly dispose of all his refuse and garbage so that it will not be objectionable to neighboring property owners. No outside storage for refuse or garbage or outside incinerator shall be maintained or used. No garbage shall be burned at any time or place within the subdivision.
10. In order to insure the development of said subdivision into a desirable residential district and to control the landscaping, improvements and structures therein, it is agreed that no buildings, fence or other structure shall be erected, placed or altered on any building lot until the building plans, specifications and plot plan showing the location and placement of such building fence or structure on the lot have been approved in writing by the Subdivision Review Committee. If within 30 days the Committee fails to approve or disapprove any documents or matters submitted to it, approval will not be required and this covenant shall be deemed to have been fully complied with. Review by the Review Committee shall include review of architectural design and exterior materials. If plans are disapproved by the Review Committee, then said proposed building, fence or other structure shall not be erected.
11. No sign other than signs of no more than 5 square feet for the purposes of advertising the property for sale may be placed on any lot, except signs used by the initial developer or builder during construction or early development of any lot.
12. In order to protect against street corner traffic hazards, no trees, fences, bushes, or other obstruction whatsoever shall be placed within 20 feet of the intersecting property lines at the corner of any corner lot.
13. No antenna other than regular radio or TV antennas not exceeding 8 feet over the roof line shall be installed on any lot.
14. No business operation or profession of any kind may be conducted on any lot, except for the business and building operation of the developer of the subdivision.
15. These restrictions may be amended by the owners of the fee interest of three-fourths of the lots contained in CARRIAGE HILLS, by instrument signed by said owners and duly recorded, but said amendment shall not be effective until all of the lots in the subdivision have been conveyed to the first owner-occupant thereof. Prior thereto, these restrictions may be amended by the Subdivision Review Committee acting alone and as to all lots, whether then built upon or not.
16. In the event any part or provision of the restrictions contained in this instrument should be held ineffective or invalid for any reason by waiver, judgment, or decree or other court order or otherwise, all other parts and provisions of these restrictions shall nevertheless remain in full force and effect.
17. Violation of any restriction or breach of any covenant contained herein shall give any party benefited hereby, in addition to all other remedies, the right, but not the obligation, to enter upon the land as to which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any construction or other violation that may exist thereon contrary to the intent and provisions hereof and said party shall not thereby become liable for trespass. The Subdivision Review Committee shall be deemed to be benefited by these restrictions and have full standing to enforce any provision hereof, the same as a lot owner.

18. The ground floor area of the main structure of all dwellings exclusive of one-story open porches and garages or carports shall be not less than 1000 square feet in the case of a one story house, or less than 700 square feet in the case of a one and one-half story or two story house, nor shall the living area in the case of a tri-level dwelling be less than 1200 square feet. In special cases of plans with smaller floor areas than the above, an exception may be granted if done with the unanimous approval of the Subdivision Building Review Committee.

19. The Subdivision Review Committee shall be composed of those persons from time to time named by the Board of Directors of Guenther Building Company, Incorporated.

Witnesses:

Barbara T. Belle Isle GUENTHER BUILDING COMPANY, INCORPORATED
Barbara T. Belle Isle
Dolores R. Miklovich by Robert F. Guenther
Dolores R. Miklovich Robert F. Guenther, President

Debbie Beson ANN ARBOR FEDERAL SAVINGS AND LOAN ASSOCIATION
Debbie Beson

Paraskevi Piniatoglou by Harry L. Vance
Paraskevi Piniatoglou Harry L. Vance
Its Senior Vice President

Karl Frankena by Samuel B. Van Boven
Karl Frankena Samuel B. Van Boven
Its Vice President

Kathleen Lane June S. Wilson June S. Wilson
Kathleen Lane

Bowen J. Tucker Jan L. Tucker
Bowen J. Tucker Jan L. Tucker

Diane T. Kraft
Diane T. Kraft

J. R. Surratt Ruth Doletzky
J. R. Surratt Ruth Doletzky

Pamela M. Wagner
Pamela M. Wagner

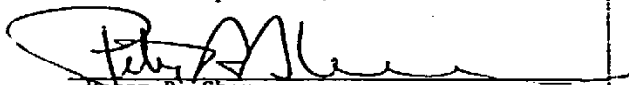
STATE OF MICHIGAN)
COUNTY OF WASHTENAW) ss.

On this 16th day of June, 1976, before me personally appeared ROBERT F. GUENTHER, to me personally known, who being by me duly sworn did say that he is the President of GUENTHER BUILDING COMPANY, INCORPORATED, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and Robert F. Guenther acknowledged said instrument to be the free act and deed of said corporation.

Barbara T. Belle Isle
Barbara T. Belle Isle
Notary Public, Washtenaw County, Michigan
My commission expires: September 30, 1978

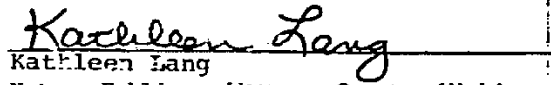
STATE OF MICHIGAN)
COUNTY OF WASHTENAW) ss.

On this 29th day of June, 1976, before me personally appeared Harry L. Vance and Samuel B. Van Boven, to me personally known, who being by me sworn, did each for himself say that they are respectively the Senior Vice President and Vice President of ANN ARBOR FEDERAL SAVINGS AND LOAN ASSOCIATION, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Harry L. Vance and Samuel B. Van Boven acknowledged said instrument to be the free act and deed of said corporation.


Peter R. Sherman
Notary Public, Washtenaw County, Michigan
My commission expires: March 20, 1979

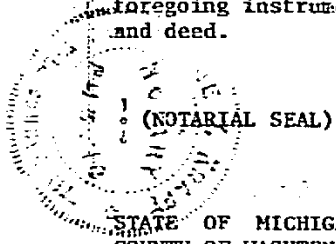
STATE OF MICHIGAN)
COUNTY OF WASHTENAW) ss.


On this 20th day of July, 1976, before me personally appeared JUNE S. WILSON, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.


Kathleen Lang
Notary Public, Wayne County, Michigan
My commission expires: 6/24/78
Acting in Washtenaw County

STATE OF ILLINOIS)
COUNTY OF Cook) ss.

On this 26th day of JULY, 1976, before me personally appeared JAN L. TUCKER, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.





Diane T. Kraft
Notary Public, Will County
Illinois
My commission expires: _____

My Commission Expires September 30, 1978

STATE OF MICHIGAN)
COUNTY OF WASHTENAW) ss.

On this 30th day of July, 1976, before me personally appeared RUTH DOLETZKY, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.


J. P. Gurratt
Notary Public, Washtenaw County, Michigan
My commission expires: July 8, 1980

Prepared by:
MARK W. GRIFFIN
DOBSON, GRIFFIN AND BARENSE, P.C.
500 City Center Building
Ann Arbor, Michigan 48108