

**Building and Use Restrictions
Kings Pointe Subdivision No. 6**

WHEREAS, Mayfair Village Land Company (herein sometimes designated the Grantor) is the owner of certain lands situated in the City of Farmington Hills, Oakland County, Michigan and more particularly described as:

Lots 116 through 145 both inclusive, Kings Pointe Subdivision No. 6 being a part of the Southwest 1/4 of Section 4, Town 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan according to the plat thereof as recorded in Liber 154, Pages 11, 12, and 13, Oakland County Records.

WHEREAS, the above described lots are subject to a certain Agreement for Planned Unit Development (PUD) entered into by and between Mayfair Village Land Company and the Township of Farmington under date of the 24th day of January, 1972 and recorded in Liber 5837, Pages 883, Oakland County records, and

WHEREAS, it is the intent and purpose of Mayfair Village Land Company to subject the above described lots to certain uniform building and use restrictions and certain other conditions, obligations, reservations, rights, powers and charges as are hereinafter set forth.

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

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

LOT SIZE. No lot shall be reduced in size. Lots may be enlarged by consolidation of adjoining lots providing consolidated lots are under single ownership. In the event lots are consolidated, the consolidated lot shall be used for a single family

residential dwelling and all of the restrictions herein contained shall apply to consolidated lots as if same had not been consolidated.

SET-BACK RESTRICTIONS. No portion of any residential building shall be located less than 35 feet back from the front lot line of any lot nor less than 35 feet forward from the rear lot line of any lot unless such rear lot line shall abut a park. The total of the two (2) side yard set-backs shall be at least 20 feet and no one side shall be less than eight (8) feet from the adjacent side lot line. Notwithstanding the foregoing and in the event of any dispute or ambiguity, set-back restrictions shall be determined by the applicable zoning ordinance of the Township of Farmington in effect at the time the building permit for the structure is applied for. The within set-back restrictions also may be modified, as to any given lot or lots, through official action taken by the City of Farmington Hills Board of Zoning Appeals.

MINIMUM TOTAL FLOOR AREA. No single story home shall have a total floor area of less than 1,400 square feet. No two-story home shall have a total floor area of less than 1,800 square feet and shall have a minimum of 1,000 square feet on the first or main floor. Any home which shall be architecturally classified as a "multi-level" home (other than a two-story home) shall have no single floor (1) as herein described, with an area of less than 650 square feet. The term "floor area" as herein used shall mean that area finished and intended for full year usage and shall not include open or screened porches, patios, breezeways or garages. Any variation between the areas herein established and any zoning ordinance adopted by the Township of Farmington shall be controlled by such ordinance. In all other instances the final interpretation of the term "floor area" shall, in the event of a dispute, be vested solely and irrevocably in the Grantor or its duly authorized representatives.

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

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

SPECIAL EASEMENTS. Private easements for public utilities (which include restrictions on the use of land) have been granted to Detroit Edison Company and

to Michigan Bell Telephone Company. Each lot in the subdivision will be conveyed subject to such restrictions, which appear as a matter of public record either on the recorded plat or as a part of recorded agreements or both.

PLAN APPROVAL. No lot may be graded or cleared nor any construction of any kind whatsoever commenced nor any building or other structure of any kind erected on any lot nor shall any addition, alteration or change be made affecting any exterior portion of any existing building or structure until the same is approved in writing by the Grantor or its duly authorized agent. Such approval may be obtained only by prior submission, in duplicate, of 1) the proposed grading plan, including the surface drainage plan, 2) complete building plans and specifications, and 3) the proposed elevation.

Within fifteen (15) days from and after receipt of all of the foregoing documentation, the Grantor will, in writing, approve or disapprove the submission in full or in part. The failure of the Grantor to take any action within said fifteen (15) day period may be considered by the applicant as the Grantor's approval of the submission. In the event of a dispute, the determination of the Grantor in approving or rejecting all or any part of the submitted material shall be absolute and final.

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

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

LIVESTOCK AND POULTRY. Other than dogs, cats or birds kept as household pets, no animals, livestock birds or poultry of any kind shall be raised, bred or kept on any lot or in any building or other structure erected on any lot.

REFUSE. No lot shall be used or maintained as a collection area or dumping ground for rubbish or debris of any kind. Trash and other forms of waste shall be kept in sanitary containers and concealed from public view.

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

HOMEOWNERS ASSOCIATION. Mayfair Village Land Company has caused to be incorporated under the laws of the State of Michigan, a non-profit corporation known as Kings Pointe Homeowners Association. Every person who shall, either jointly or severally, own any platted lot within Kings Pointe Subdivision No. 6 shall automatically and mandatorily become a member of said Association immediately upon acquisition of such interest and occupancy or rental of the residence constructed thereon and shall thereafter remain subject to the provisions of the by-laws governing the Association from time to time.

The principal purposes of the Association shall be the control, development and maintenance of the common areas, parks, cul-de-sacs and entranceways within the total development (being that portion of the area already platted and that portion to be platted hereafter) subject to and in accordance with the aforementioned general development plan between Mayfair Village Land Company and the Township of Farmington and subject also to such other and further limitations and restrictions as may be imposed, from time to time, by any governmental agency having jurisdiction over all or any part of any area within the several subdivisions, and to carry out such other functions as may be considered to be in the best interests of a majority of the members of the Association.

Association members shall be assessed an annual maintenance charge of not less than Twenty-Five (\$25.00) Dollars and not more than Seventy-Five (\$75.00) Dollars, the exact amount to be established by the Board of Directors of the Association in accordance with its by-laws. In the event any Association member fails to pay the established annual maintenance charge within sixty (60) days from and after due date for payment, the association shall have the power and authority, in its own name, to bring an action in any court of competent jurisdiction to recover the unpaid amount. Under no circumstances shall any lot be charged a greater or lesser maintenance charge than that established for all of the other lots in the subdivision and the number of owners of any given lot shall have no bearing on the maintenance charge assessed against any given lot and the owner or owners thereof. The established maintenance charge may be increased or decreased upon the affirmative voice of at least two-thirds of the members of the Association present and voting at any duly constituted meeting of the Association.

USE OF PARKS. All parks (common areas) appearing on any plat for any of the Kings Pointe Subdivisions shall be used exclusively for the benefit of the lot owners in the several Kings Pointe Subdivisions and shall be subject to their exclusive right of use. Such rights shall not be personal but shall be considered appurtenant to said lots and shall pass with title thereto whether so specified in the instrument of conveyance or otherwise. Parks shall be preserved for the exclusive use of the members of the association and their guests for recreational purposes and such other purposes as may be consistent with the development plan submitted by Mayfair Village Land Company and approved by the Township of Farmington. The natural resources of the parks shall be preserved by the members of the Association in as near a natural condition as is reasonably possible. The use of these areas may be changed as provided in the aforementioned Agreement for Planned Unit Development (PUD) and by the affirmative

vote of at least two-thirds of the members of the Association present and voting at any properly convened meeting of the Association (a single vote to be permitted each lot).

GENERAL CONDITIONS.

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

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

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

(4) These covenants shall run with the land and shall be binding on any party subject thereto and all persons claiming thereunder for a period of twenty-five (25) years from and after the date of the recording hereof.

Thereafter these covenants shall be extended automatically for successive periods of five (5) years unless altered, in whole or in part, by recording a written instrument executed by the then owners of a majority of the lots.

IN WITNESS WHEREOF, MAYFAIR VILLAGE LAND COMPANY, Grantor, has this Sixth day of February, 1978 caused these restrictions to be executed.

WITNESSED IN THE PRESENCE OF:
MAYFAIR VILLAGE LAND COMPANY
30233 Southfield Road, Suite 205
Southfield, Michigan 48074

Dorothy Joswiak

Irving A. Fader
President

Mary Lou Szott

Marvin R. Rollins
Secretary Treasurer

STATE OF MICHIGAN
COUNTY OF OAKLAND

On this 6th day of February, 1978 before me, a Notary Public in and for said county, personally appeared Irving A. Fader as President and Marvin R. Rollins as Secretary-Treasurer of Mayfair Village Land Company, a Michigan corporation, and acknowledged execution of the foregoing to be the free act and deed of said corporation.