

OCT. 13 78

LIBER 7339 PAGE 671

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DECLARATION OF PROTECTIVE COVENANTS
DEER LAKE FARMS No 2

RECORDED IN LIBER 161, PAGES 4, 5, 6, 7, 8, 9 & 10 OCR
Conditions, Covenants, Restrictions, and Reservations,
and Grants affecting the property of Declarant

THIS DECLARATION is made this 2nd day of August, 1978,

by and between WINCHESTER REAL ESTATE INVESTMENT LTD., and HUBERT S.
GARNER AND ELSIE J. GARNER, his wife, having an Address of P. O. Box 137
Clarkston, Michigan, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described
in Article I of this Declaration; and

WHEREAS, Declarant is desirous of subjecting said real property
to the conditions, covenants, restrictions, reservations, and grants hereinafter
set forth, each and all of which is and are for the benefit of and pass with said
property and each and every parcel thereof; and

WHEREAS, a Declaration of Protective Covenants was recorded in
Liber 7030 pages 284-312, Oakland County Register of Deeds covering land in
Deer Lake Farms No. 1, and

WHEREAS, it is the intention of Declarant to continue and effect
a continuity of development and provide for one association;

NOW THEREFORE, Declarant, hereby declares that the real
property described in and referred to in Article I hereof is, and shall be held,
transferred, sold, conveyed and occupied subject to the conditions, covenants,
restrictions, reservations and grants (sometimes hereinafter collectively referred
to as "Covenants") hereinafter set forth, together with such other conditions,
covenants, restrictions, reservations and grants which have heretofore or which
are hereafter recorded with respect to said real property, including the Consent
Judgment in Oakland County Circuit Court case No: 75 131266.

ARTICLE I.

Property Subject to this Declaration

The real estate which is, and shall be held, transferred, sold,
conveyed and occupied subject to the Covenants set forth herein is located in
Independence Township, Oakland County, Michigan, and is more particularly

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5/19/78

Winchester Real Estate Invest. Co.
Box 137
Clarkston, Michigan

OCT. 13 78

LIBER 7339 PAGE 672

described as follows, to-wit:

(See attached description)

ARTICLE II.

General Purposes of this Declaration

The real property described in Article I hereof is subject to the Covenants hereby declared to promote proper use and appropriate development and improvement of Deer Lake Farms No. 2, to protect the owners of the property therein against such improper use of surrounding lots as may depreciate the value of their property; to guard against the erection thereon of buildings built of improper or unsuitable materials; to promote adequate and reasonable development of said property; to encourage the erection of attractive improvements thereon, with appropriate locations thereof; to prevent haphazard and inharmonious improvements; to secure and maintain proper setbacks from streets and adequate free spaces between structures; to promote desired high standards of maintenance and operation of community facilities and services for the benefit and convenience of all property owners and all residents and in general to provide adequately for a residential subdivision of the highest quality and character.

That the Declaration of Protective Covenants as recorded in Liber 7030 pages 284-312, inclusive, are hereby declared to be and the same shall hereby apply to the land described in Article I known as Deer Lake Farms No. 2 as if set forth in detail herein.

That any and all provisions of the said Declaration pertaining to the Deer Lake Farms Association as set forth in Article V shall be deemed to include Deer Lake Farms No. 2.

ARTICLE III.

Anything to the contrary notwithstanding Article IV of said prior Declaration shall be expanded and changed as hereinafter set forth:

21 B (f) Anything to the contrary notwithstanding the Flood Plain contour as established by the Michigan Department of Natural Resources, as shown on the final plat hereof at elevation 973.0, U.S.G.S. Datus shall be and the same is hereby declared to the "Flood Plain Area". Also, that the building restrictions imposed by Sections (c) through (g) of R.560.304 of the

OCT. 13 78

LIBER 7339 PAGE 673

Department of Natural Resources' rules governing residential development and buildings used or capable of being used for residential purposes and occupancy within or affected by the Flood plain as hereafter set forth are hereby declared to be restrictive covenants on the described property and shall:

(1) Have lower floors, excluding basements, not lower than the elevation of the contour defining the flood plain limits.

(2) Have openings into the basement not lower than the elevation of the contour defining the flood plain limits.

(3) Have basement walls and floors, below the elevation of the contour defining the flood plain limits, watertight and designed to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the flood plain limits following methods and procedures outlined in Chapter 5 type A construction and Chapter 6 for class 1 loads found in "Flood Proofing Regulations" EP 1165 2 314 prepared by the Office of the Chief of Engineers, U.S. Army, Washington, D.C., June, 1972. Figure 5, Page 14.5 of the regulations show typical foundations drainage and water-proofing details. This document is available, at no cost, from the Department of Natural Resources' Water Management Division, Steven T. Mason Building, Lansing, Michigan, 48909, or Department of the Army, Corps of Engineers, Publications Depot, 890 S Pickett, Alexandria, Virginia 22304.

(d) Be equipped with a positive means of preventing sewer backup from sewer lines and drains which serve the building.

(e) Be properly anchored to prevent flotation.

That no filling or occupation of the flood plain area will be allowed without the approval of the Department of Natural Resources.

22. B. That any and all restrictions established herein regarding the Flood Plain area are declared to be in perpetuity and may not be amended.

C. Anything to the contrary notwithstanding.

OCT. 13

78

LIBER 7339 PAGE 674

Article IV, paragraph 19, contained in Declaration of Protective Covenants Deer Lake Farms No. 1 is declared to be as follows, to-wit:

Public Water/Sewer

(a) All dwellings shall be served by a sewage disposal system. All toilet facilities must be located inside a dwelling. *ORB*

(b) All dwellings shall be served by a potable water supply system. All wells on individual lots shall be drilled by a well driller licensed by the State of Michigan to a depth of not less than 40 feet, and a complete well log form for each such potable water well shall be submitted to the County or District Health Department within 60 days following completion of such well. *ORB*

(c) At some time subsequent to the initial development, it may be necessary to construct a community water supply. The construction of such public system may be financed, in whole or in part, by the creation of a special assessment district or districts which may include all original lots. The acceptance of a conveyance or the execution of a land contract by any owner or purchaser shall constitute the agreement by such owner or purchaser, his heirs, executors, administrators and assigns that such owner or purchaser will execute any petition circulated for the purpose of creating such a special assessment district. Further, each owner will pay such special assessment as may be levied against his lot by such special assessment district and shall take the necessary steps as required by the appropriate state, county and township agencies to connect, at his own expense, his water intake to such community system within ninety (90) days following the completion of said system or systems. *ORB.*

OCT. 13 78

LIBER 7339 PAGE 675

23. Enforceability.

Any person or persons having an interest in any lot in the Subdivision and the Department of Natural Resources shall have the right to enforce these restrictions. In the event that any part or portion of these restrictions should be held invalid or unenforceable for any reason whatsoever, such determination shall in no manner affect the enforceability of any other provision. Failure to enforce any provision hereof as to any lot shall not constitute a waiver of the right to enforce such provision as to other lots or of the right to enforce all other provisions as to the offending lot. Declarant shall not be liable for refusal or failure to enforce this Declaration of Protective Covenants.

IN WITNESS WHEREOF, Winchester Real Estate Investment Ltd., and Hubert S. Garner and Elsie J. Garner, his wife, have, as Declarants, caused this instrument to be executed and attested and its respective's seal, if any, to be hereto affixed, the day and year first above written.

WITNESSETH:

WINCHESTER REAL ESTATE INVESTMENTS LTD.,

P. O. Box 137, Clarkston, Mich 48016

[Signature]
Gary W. Sanders

BY: [Signature]
Hubert S. Garner-President

[Signature]
Joyce E. Thompson

BY: [Signature]
Elsie J. Garner, Secretary

[Signature]
Gary W. Sanders

[Signature]
HUBERT S. GARNER

[Signature]
Joyce E. Thompson

[Signature]
ELSIE J. GARNER

OCT. 13

78

LIBER 7339 PAGE 676

STATE OF MICHIGAN)
COUNTY OF OAKLAND) SS:

On this 2 day of August, A.D., 1978, before me personally appeared Hubert S. Garner, President and Elsie J. Garner, Secretary of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such president and secretary of said corporation, and acknowledge that they executed the foregoing instrument as such officers as the free act and deed of said corporation, by its authority.

Joyce E. Thompson
Joyce E. Thompson
Notary Public
Oakland County, Michigan
Comm. Expires: April 5, 1982

STATE OF MICHIGAN)
COUNTY OF OAKLAND) SS:

On this 2 day of August, A.D., 1978, before me personally appeared Hubert S. Garner and Elsie J. Garner, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged that they executed the foregoing instrument as their free act and deed.

Joyce E. Thompson
Joyce E. Thompson
Notary Public
Oakland County, Michigan
Comm. Expires: April 5, 1982

WITNESSES:

Warren D. Newton
Warren D. Newton
Hubert S. Garner
Hubert S. Garner

FIRST FEDERAL SAVINGS & LOAN ASSN
OF OAKLAND, 761 West Huron Street,
Pontiac, Michigan 48053

BY: James Clarkon
James Clarkon President

BY: James H. Rohl
James H. Rohl Executive V-P

ACKNOWLEDGEMENT

STATE OF MICHIGAN)
COUNTY OF OAKLAND) SS:

Personally came before me this 2nd day of August, 1978, James Clarkon, as President, and James H. Rohl, Executive, Vice President, of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such president and vice president of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the free act and deed of said corporation, by its authority.

Warren D. Newton
Notary Public Warren D. Newton
County, Michigan
Comm. Expires: Oct 4, 1979

Drafted BY:
Jack L. Banyoky
Attorney at Law
2893 Dixie Hwy
Pontiac, MI 48055
674 4676

OCT. 13

78

LIBER 7339 PAGE 677

WITNESS:

Community National Bank
of Pontiac
30 North Saginaw
Pontiac, Michigan 48056

Sharon A. Watson
SHARON A. WATSON

A.R. Reising, Jr.
A.R. REISING, JR.
Vice President

Mary A. Adams
MARY A. ADAMS

John W. Graham
JOHN W. GRAHAM
Assistant Vice President

STATE OF MICHIGAN }
COUNTY OF OAKLAND } SS

On this 3rd day of AUGUST, A.D., 1978, before me personally appeared A.R. Reising, Jr., Vice President and John W. Graham, Assistant Vice President, to me known to be the persons who executed the foregoing instrument and acknowledged that they executed the foregoing instrument as their free act and deed.

Mary A. Adams
MARY A. ADAMS
Notary Public
Oakland County, Michigan
Comm. Expires: July 21, 1979

Oscar B. Boyer
OAKLAND COUNTY DEPARTMENT OF HEALTH
1200 North Telegraph Road
Pontiac, Michigan 48066

Aug. 3, 1978

RECORDED
OAKLAND COUNTY HEALTH
REGISTERED RECORDS
678 OCT 13 PM 8:40
S. G. G. G.
L. W. G. G. G.
CLEAN RECORDS