

San Marino Meadows Subdivision  
Declaration of Restrictions\*

THIS DECLARATION of Restrictions made this 10<sup>th</sup> day of November, 1990, by SAN MARINO DEVELOPMENT, INC., a Michigan corporation, whose address is 40500 Grand River Avenue, Suite F, Novi, Michigan 48050, the Purchaser on Land Contract of the property now having been platted into the San Marino Meadows Subdivision as described in the attached Description Addendum, as DECLARANT / GRANTOR herein; and JOHN T. DUNLEVEY and MARGARET M. DUNLEAVY, his wife, whose address is 13390 Lone Tree Road, Highland, Michigan 48357, fee owners and the Sellers on Land Contract of said property, joining herein to consent to such restrictions.

WITNESSETH:

WHEREAS, the Declarant / Grantor is the proprietor in a certain plat of real property known as SAN MARINO MEADOWS SUBDIVISION, a subdivision in Hartland Township, Livingston County, Michigan, more particularly described herein; and

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

Lots one through ninety-eight (1 – 98), inclusive and all park areas, of SAN MARINO MEADOWS SUBDIVISION, of part of the northeast one-quarter (NE ¼) of Section Thirty (30), Town Three North (T 3 N), Range Six East (R 6 E), Hartland Township, Livingston County, Michigan, according to the plat thereof as recorded in Liber 29 of Plats, Pages 6-11, Livingston County Records.

And shall constitute a general plan for the improvement and development of said subdivision as a quality residential community. These restrictions are intended to fully protect each lot 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 lots and parks described above.

1. LAND USE: All lots in the subdivision shall be used, known and described as single family residential lots, and shall be subject to the following restrictions:

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

(b) No structure of a temporary character, no trailer, mobile home, basement, tent, shack, garage, barn, 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 representatives. No used houses or structures shall be erected on or moved to any lot in the subdivision.

(c) 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 commercial vehicles, shall be stored, parked, maintained or kept on any lot except within a private attached garage or approved outbuilding. No such vehicles shall be parked on any street in the subdivision, except for commercial vehicles then present on business and only then for a limited period of time. These provisions shall not apply to the Declarant / Grantor, or its authorized representatives, 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 house built in the subdivision, or a temporary building or mobile trailer, as a sales office for sales of lots and/or houses until all of the lots and/or houses built in the subdivision shall have been sold, and may erect such sign or signs identifying the subdivision and the lots for sale as the Declarant / Grantor, or its authorized representative may determine.

2. CHARACTER AND SIZE OF STRUCTURES:

(a) No house or other structure shall be connected, erected or maintained in the subdivision, nor shall any addition, change or alterations be made to any structure, except interior alterations, until the plans and specifications, as hereafter 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 in writing by the Declarant / Grantor, or its authorized representative, as hereafter specified. A copy of such 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. Any and all pools shall be further subject to any restrictions or regulations of Hartland Township, or its successor.

(c) If any portion of the floor of the main level or the first floor of any proposed house is more than two feet (2') 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.

(d) 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 house, out-building or other structure (including, but not limited to color and style) to be built on the proposed site, and whether such will blend harmoniously with the adjacent or neighboring properties.

(e) Fifty per cent (50%) of the surface area of all vertical exterior surfaces shall be of natural materials, such as stone, brick, or wood. Vinyl, aluminum or similar materials may be permitted on an area not to exceed more than fifty per cent (50%) of the surface area of vertical exterior surfaces. Vertical exterior surface shall not include roofs and overhangs. In addition to the vertical surface areas, vinyl, aluminum or similar materials may be permitted on gables, overhangs and downspouts.

(f) Satellite dish antennas (used to receive television broadcasts, television channels or radio channels), 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 representatives.

(g) All residences shall have the following minimum size:

- (i) One (1) story – one thousand, six hundred square feet (1,600 sq. ft.).
- (ii) One and one-half story – 1,200 square feet on the first floor, with a minimum of 1,800 square feet total.
- (iii) Two story – two thousand square feet (2,000 sq. ft..)
- (iv) bi-levels – one thousand, six hundred square feet (1,600 sq. ft.) per level.
- (v) tri-levels and quad levels – one thousand, six hundred square feet (1,600 sq. ft.) combined total for the two (2) main levels, with a minimum overall total of two thousand four hundred square feet (2,400 sq. ft.).

(h) 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 & ½) 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.

(i) 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 feet (55') in width. In calculating the width of a residential structure the attached garage may be used as part of its total width.

(j) All houses 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 the lot. All garages shall have side or rear entries for vehicular ingress and egress, provided, however, that corner lots may have the vehicular entry doors facing the road which does not face the front of the house as defined herein.

(k) All houses shall have hard surface driveways installed within eighteen (18) months after completion of the structure or after occupancy, whichever shall first occur. Hard surface driveways shall be defined as being concrete, asphalt, or brick, and shall include any area regularly used or intended to be used for vehicular traffic or vehicular parking. Surfaces of other similar hard materials shall be at the sole discretion of the Declarant / Grantor, or its successors.

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 gable height of fifteen feet (15') and maximum vertical wall / stud height of nine feet (9').
- (c) An outbuilding shall have exterior finish materials of the same quality and consistent with the dwelling 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.
- (e) An outbuilding shall be architecturally approved in the same manner as a dwelling and the design features of an outbuilding shall be similar and of the same quality as the dwelling on the lot.

4. LOT SIZE: No lots shall be reduced in size without the express prior written consent of the Declarant / Grantor. Lots may be enlarged by consolidation of adjoining lots, provided, however, that such lots are under single ownership. In the event that consolidated lots are used for one (1) single family dwelling, all restrictions herein contained shall apply to the consolidated lots as if such were a single lot. Any such changes in lot size shall further be pursuant to the requirements of the Subdivision Control Act of the State of Michigan, being MCLA 560.101 *et seq*, specifically but not limited to section 560.263 and to the requirements of any local ordinance.

5. FRONT, REAR AND SIDE BUILDING LINES: Minimum spacing between buildings and from all lot lines shall not be less than the minimum requirements established for the 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 feet (35') from the rear lot line. Side yard setbacks on corner lots shall be equal to the required front yard setback.

(a) Lots fifty-four (54) through fifty-seven (57) inclusive, and lots sixty-one (61) through sixty-eight (68) inclusive, and San Marino Park No. 4 shall maintain a setback of not less than forty-five feet (45') from the east lot line of said lots. In addition thereto, the equivalent of any required front yard setback shall be maintained commencing at a point forty-five feet (45') west of the east lot line of said lots and park.

(b) 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.

(c) All houses erected in the subdivision shall have the front building lines within twenty-five feet (25') of the average set back established by the house or houses 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 variances due to topographical, soil or other conditions. In the event that there are no houses constructed on the lots adjoining the proposed house, Declarant / Grantor, or its authorized representative, may, in its sole discretion, determine the proper location of the front building line for the proposed house.

(d) All yard areas of lots on which houses are constructed, or which form part of a building site upon which a house 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 height appropriate for such grass in a residential subdivision. Maintained yards shall mean all yard areas are kept regularly cut or mowed to an appropriate height for such vegetation in a residential subdivision. Lawns and other ground cover for yards shall be installed on a lot within

nine (9) months after completion of the structure or after occupancy, whichever shall first occur. Maintained yards and lawns shall include the area between any road right-of-way and the paving adjacent to any lot.

6. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, earth berm, hedge or shrub planting, or other barrier which obstructs sight lines at elevations between two feet (2') and six feet (6') above the grade of the roadways shall be laced or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points located twenty-five feet (25') from the intersection of the street lines. In the case of a rounded property 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 feet (10') from the intersection of a street property line with the side lines of a driveway pavement. No tree shall be permitted to remain within such distance of such intersections unless 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 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.

Declarant / Grantor, or its authorized representative, reserves the right to 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 its authorized representative, and shall be limited to one (1) per lot or building site.

8. EASEMENTS FOR UTILITIES: Private easements for public and private utility installation, and maintenance thereof are expressly reserved as recorded in the subdivision plat. Certain of said easements are also subject to separate agreements made or to be made by Declarant / Grantor with Michigan Bell Telephone Company, Detroit Edison, and / or Consumers Power Company, and such agreements are or shall be a matter of public record. Ownership of all lots within the subdivision are subject to the grants of such easements and to restrictions upon use of the property as contained in such easement agreements.

9. ARCHITECTURAL AND PLAN APPROVAL:

(a) No building permit shall be applied for, nor shall any grading, clearing or construction activity of any kind whatsoever be commenced, erected or maintained on any lot, nor shall any addition to or change or alteration to any existing building, structure or grade be made, until such time as the proposed plans, specifications and building elevations and finish grading proposals are delivered to the Declarant / Grantor, or its authorized representative, 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 subdivision as a planned and restricted community.

(b) Within thirty (30) days after submission of such plans, specifications, building elevations and finish grading plans, the Declarant / Grantor, or its authorized representative, shall approve or disapprove the request. Failure to act within the said period will constitute approval as submitted, except that failure to obtain approval because of lapse of time shall not give the lot owner the right to deviate from the requirements of these building and use restrictions, nor the right to deviate from the finish grade shown on the engineering plans filed with and approved by Hartland Township.

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

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

(e) The Declarant / Grantor may delegate to an agent of its choice the authority to approve all structures and fences on all lots in the subdivision. 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 hereinafter defined. At such time as the Declarant / Grantor no longer owns or has an interest in any lot in the subdivision, the Association, as hereinafter defined, shall automatically succeed to all of the rights and privileges of the Declarant / Grantor hereunder.



10. SUBDIVISION ASSOCIATION AND MEMBERSHIP:

(a) There is hereby established a lot owners association (herein referred to as “Association”) consisting of all of the owners of lots in the subdivision. Any and all parties who now have or hereafter acquire an interest in a lot in the subdivision shall automatically become members of the Association and shall be bound by all of the provisions of the by-laws of said Association, and shall be deemed to have consented to all of the prior acts of the Board of Directors of said Association.

(b) These restrictions shall not apply to any subsequent subdivisions of adjacent single family residential property developed by the Declarant / Grantor, or its successors and assigns, provided, however, that any parties having an interest in any such adjacent subsequent subdivisions may become members of said Association and may be bound by all of the provisions of the by-laws of said Association, and shall be deemed to have consented to all of the prior acts of the Board of Directors of said Association unless specific provisions are made for a separate association for any such adjacent subsequent subdivisions.

(c) A member of the Association shall be defined as every person or entity who or which may be a record owner of a fee or undivided fee interest in any lot included within the purview of the Association, but not including owners who have sold their interest under an executory land contract, the land contract vendee shall be considered to be the member of the Association, unless otherwise specifically stated in such land contract.

(d) The name of the Association shall be SAN MARINO MEADOWS SUBDIVISION ASSOCIATION, and shall be organized as a non-profit corporation under laws of the State of Michigan, and shall be incorporated prior to the time of the sale of the first lot. The association shall exercise the authority and assume the obligations as set forth in a certain agreement between the Declarant / Grantor and the Association, and shall also have such other powers as are granted to it by this Declaration of Restrictions and as shall be set forth in its by-laws.

(e) The Association shall have two (2) classes of voting membership:

(i) Class A: Class A members shall be all of those owners as defined above with the exception of Declarant / Grantor, or its successors. Class A members shall be entitled to one (1) vote for each lot in which they hold the interest required for membership. When more than one person or entity hold any such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as shall be agreed among the respective owners, but in no event shall more than one (1) vote be cast with respect to any one lot.

(ii) Class B: Class B members shall be the Declarant / Grantor, or its successors. Class B membership shall be entitled to five (5) votes for each lot in which the Declarant / Grantor, or its successors, hold the interest required membership.

11. MINIMUM ANNUAL MAINTENANCE CHARGE:

(a) The Association shall assess a minimum annual maintenance charge for the maintenance and upkeep of the common areas in the subdivision and for the entryways, signage, traffic islands, and / or berms and other landscaping, as shall be determined by the Association. The annual maintenance charge shall be Thirty-five Dollars (\$35.00) per lot, which shall be assessed beginning April 1, 1992.

(b) The Annual Maintenance Charge referred to herein shall be a lien and encumbrance on the lots with respect to which the charges are made, and it is expressly stated that by acceptance of title to any of the lots, the owner or owners (excluding any mortgage as long as it is not an owner) from the time of acquiring title thereto shall be held to have covenanted and agreed to pay to the Association all charges provided for herein which were then due and unpaid at the time of acquisition of such title, and for all such charges thereafter falling due during the ownership thereof. A statement in writing shall be issued by the Association or its agent and shall be given on demand to any Association or its agent and shall be given on demand to any owner liable for such charges which statement shall set forth the status of such charges. Any such lien shall attach upon the filing and recording of an affidavit by the Association, which affidavit shall set forth the description of the lot against which the lien is assessed, the total amount of the lien and the dates of the charges. Such liens shall be enforceable by the Association and may be foreclosed in accordance with the applicable laws of the State of Michigan.

12. NUISANCES: No noxious or offensive activity shall be carried on or permitted upon 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.

13. SIGNS: Other than signs used 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. The total surface area of any such for sale or lease sign shall not be greater than nine (9) square feet, and the top shall not be more than four feet (4') above the ground. Entryway signs or walls with signage thereon installed by the Declarant / Grantor or the Association to identify the subdivision are excluded from any such restrictions. Any sign displayed shall be maintained in good condition and shall be removed upon termination of use.

14. ANIMALS: No chicken 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 occupants of the house 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 two (2) animals per household.

15. 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.

16. DRAINAGE AND DRAINAGE EASEMENTS: All drainage easements as shown on the recorded plat 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 parking, 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 by the Livingston County Road Commission, or its successors or assigns. In no event shall any lot owner permit, or cause to be permitted, any impediment or obstruction in any such drainage areas.

17. STRUCTURES IN PARK AREAS: Within any of the private park 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. Any such structures shall be architecturally approved in the same manner as dwellings 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 subdivision.

18. EASEMENTS AND RIGHTS OF WAY: All easements and rights of way are hereby dedicated and reserved as shown on the plat. The use of all or part of such easements and / or rights of way may be granted or assigned at any time hereafter by the Declarant / Grantor, or its authorized representative, to any firm, governmental unit or agency or corporation furnishing any such services or for other reasons acceptable to the Declarant / Grantor, or its authorized representative.

19. WATER SUPPLY AND SEWAGE DISPOSAL (INSTALLATION AND MAINTENANCE): Any and all lots and lot owners shall be subject to the following requirements and restrictions:

(a) 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.

(b) All wells shall be drilled by a Michigan licensed well driller, and such wells shall penetrate a protective clay barrier sufficient to protect the aquifer (which, on most lots, will be accomplished at depths in excess of one hundred forty feet (140')).

(c) Test wells have been drilled to determining water supply adequacy for the development, and are located on Lots Nine (9), Twenty-Four (24) and Sixty-Two (62). These wells may be used for potable water supply for such lots. Any test wells drilled which are not intended for use or are not used, shall be properly abandoned according to the Groundwater Quality Control Act of the State of Michigan.

(d) All septic locations, including active and reserve, and water supply systems shall be located in the areas specified on the preliminary plat, which is on file at the Livingston County Health Department, unless otherwise approved by that Department or its successor. The owner or occupant of any lot shall not construct any improvements in the locations specified for active and reserve septic systems.

(e) As to Lots sixty (60) and seventy-five (75), the bottom of the stone bed for the sewage disposal system shall be no deeper than eighteen inches (18") below original grade.

(f) As to Lot eighty-two (82), the top soil thereon shall be stripped to the level of permeable sand encountered at approximately eighteen to twenty-four inches (18" to 24"), and shall be backfilled with a clean sharp sand, with the sewage disposal system installed on original grade.

(g) On all lots, the construction of the sewage disposal systems for both active and reserve require that one-hundred per cent (100%) of unsuitable soils be removed down to approximately four feet to eleven feet (4' to 11') to reach suitable permeable soil conditions. Unsuitable soils must be replaced with clean coarse sand. Due to the removal of unsuitable soils and replacement with clean, coarse sand on such lots, which are a majority throughout the subdivision, the cost of onsite sewage disposal systems may be greater than conventional on-site wastewater disposal systems.

(h) All septic locations for both active and reserve must maintain a minimum distance of fifty feet (50') from all storm drains and catch basins. This includes, but is not limited to, Lots thirty-two, thirty-three, thirty-four, seventy-six and seventy-seven (32, 33, 34, 76 and 77).

(i) There shall be no further divisions of any lots to create additional building sites utilizing on-site sewage disposal systems. No lot shall be used for other than a single family dwelling.

(j) 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. Any and all changes, modifications or amendments are subject to the approval of the Livingston County Health Department, or its successor. The Declarant / grantor makes no warranties nor any representations regarding any requirements of such Department, or its successor.

20. 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 vioate such provisions. Enforcement may be by proceedings at law or in equity, or both, and may be either to restrain violations or to recover damages, or both. The Association may also enforce the provisions hereof.

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

(c) 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.

21. 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 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.

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

WITNESSETH:

DECLARANT / GRANTOR  
SAN MARINO DEVELOPMENT, INC.  
A Michigan corporation

James Yokum, Jr.

by: John C. Malpeli, Jr.  
Its President

Janet L. Kinzinger

STATE OF MICHIGAN)  
) ss.  
COUNTY OF LIVINGSTON)

On this 10<sup>th</sup> day of November, 1990, before me, a Notary Public in and for said County, personally appeared John C. Malpeli, Jr., to me personally known, who being duly sworn, did say that he is the President of San Marino Development, Inc., the Michigan corporation named in the foregoing instrument and that he executed the same on behalf of said corporation by authority of its board of directors, and the said John C. Malpeli, Jr. acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires:  
August 24, 1992

James Yokum, Jr.  
Notary Public, Livingston  
County, Michigan

WITNESSETH:

FEE OWNERS / SELLERS

Daniel J. Callan

John T. Dunleavy

James Yokum, Jr.

Margaret M. Dunleavy

STATE OF MICHIGAN)  
 ) ss.  
COUNTY OF LIVINGSTON)

On this 10<sup>th</sup> day of November, 1990, before me, a Notary Public in and for said County, personally appeared JOHN T. DUNLEAVY and MARGARET M. DUNLEAVY, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged the same to be their free act and deed.

My Commission expires:  
August 24, 1992

James Yokum, Jr.

Instrument drafted by, and when recorded return to:  
Janet L. Kinzinger, Attorney at Law  
530 N. Main St., PO Box 413  
Milford, Michigan 48381-0413

Recording: \$

Transfer tax: Exempt, MCLA 207.505(a)



## SURVEYOR'S CERTIFICATE

I, Brad F. Thompson, surveyor, certify:

That I have surveyed, divided and mapped the land shown on this plat, described as follows:

“San Marino Meadows” a subdivision of part of the Northeast  $\frac{1}{4}$  of Section 30, T.3.N., R.6.E., Hartland Township, Livingston County, Michigan, being more particularly described as BEGINNING at the Northeast corner of said Section 30; thence S. 01 deg 09 min 26 sec E., along the East line of said Section, 2683.37 ft. to the East  $\frac{1}{4}$  corner of said Section; thence S. 88 deg 40 min 10 sec W., along the East – West  $\frac{1}{4}$  line of said Section, 2671.49 ft. to the Center of said Section; thence N. 01 deg 18 min 45 sec W., along the North – South  $\frac{1}{4}$  line of said Section, 2681.19 ft. to the North  $\frac{1}{4}$  corner of said Section; thence N. 88 deg 37 min 23 sec E., along the North line of said Section, 340.00 ft. thence S. 01 deg 18 min 45 sec E. 355.33 ft. to a point of curve; thence along a curve to the left, radius of 172.58 ft. through a central angle of 27 deg 55 min 31 sec, arc distance of 84 11 ft. chord bearing S. 15 deg 16 min 30 sec E. 83.28 ft. to a point of reverse curve; thence along a curve to the right, radius of 566.00 ft., through a central angle of 05 deg 36 min 08 sec, arc distance of 55.34 ft., chord bearing S. 26 deg 26 min 12 sec E. 55.32 ft.; thence N. 66 deg 21 min 51 sec E., 300.00 ft.; thence S. 12 deg 28 min 27 sec E., 335.28 ft.; thence S. 01 deg 18 min 45 sec E., 286.54 ft.; thence S. 07 deg 47 min 18 sec W., 348.20 ft.; thence N. 88 deg 41 min 15 sec E., 811.80 ft.; thence N. 70 deg 11 min 07 sec E., 468.18 ft.; thence N. 01 deg 48 min 36 sec W. 1184.82 ft. to the North line of said Section; thence N. 88 deg 37 min 23 sec E., along the North line of said Section, 762.34 ft. to the Northeast corner of said Section and Point of Beginning, containing 124.696 acres, containing 98 lots, numbered 1 through 98, inclusive, 4 parks and 2 Outlots.

*\*This is a computer - typed copy of the original document. The original document is located on Microfilm in the Register of Deeds – Howell, MI Liber 1445 page 0160.*

*Free copies of the microfilmed document are available from:  
The San Marino Meadows Subdivision Association Board Members.*

*Copy completed May 17, 2006  
By  
Sharon Grech and Mike Pestrige*