

RESTRICTIONS AND REGULATIONS  
FOR  
JAYNO HEIGHTS SUBDIVISION NO. 1  
(And Subsequent Jayno Heights Subdivisions)

A. Pursuant to the provisions of Public Act 69 of the Public Acts of Michigan, 1887, (Michigan Statutes Annotated, 21.751 and Subsequent), under the provisions of which act, Jayno Heights Landowner's Association is incorporated; the owner or owners of any lot or lots in Jayno Heights Subdivision No. 1, or other Jayno Heights Subdivision, by virtue of this ownership becomes and shall be entitled to the rights and privileges attendant with ownership, and subject to the rules and regulations adopted by the association, pursuant to the authority of this act.

1. ORIGINAL ASSOCIATION.

(A) The original association shall consist of the property owners and/or companies, associations, or corporations owning lots in this subdivision as of the date of the recording of these Restrictions. Each property owner shall be entitled to One (1) share of stock in the Corporation for each lot he, she, it owns in this subdivision. As each lot in the subdivision is sold to the ultimate purchaser (homeowner), then the number of shares herein granted to each property owner, company, association, or corporation is reduced by the number of lots sold and each purchaser shall receive One (1) vote for each lot purchased.

2. ORIGINAL BOARD OF TRUSTEES.

(A) The original Board of Trustees for this corporation shall consist of the first Ten (10) property owners in the subdivision and it shall be the duty of said Ten (10) property owners to incorporate under the provisions of Public Act 139, of 1921 and to file the Articles of Association setting forth the following items:

1. The corporate name chosen.
2. The names and residences of the members of the association.
3. The legal description of Jayno Heights No. 1 and thereunder, the legal description of the land owned by each of the original members of the association
4. The purpose of the association, the same being to preserve all of the rights and privileges attendant to the property in Jayno Heights Subdivision No. 1 and subsequent Jayno Heights Subdivisions, and to adopt such rules and regulations as shall preserve all of the rights, privileges, and opportunities devolving upon and becoming a part of the ownership of property in this subdivision.

3. CHAIRMAN.

(A) The members of the association shall elect a Chairman whose responsibility it shall be to record the original Articles of Association to provide for the adoption of the original rules and regulations of the association and to enforce the rules, restrictions, and regulations of the association during the interim period between the original associations dating and the adaptation of the Articles of Association as herein provided.

4. AUTHORITY.

(A) The association will be governed by all the rules, and regulations of Section 21.751 and subsequent of Michigan Statutes Annotated.

5. EXPECTED PARCELS JOINING IN THIS ASSOCIATION

(A) Those properties owned by Clark J. Adams and Donald E. Adams who have indicated a desire to join in this association and permission is hereby granted for their joining in the said association and for their participation in the association and for their enjoying all the rights and privileges attendant to ownership in the association and subject to all of the rules and regulations of the subdivision.

B. EASEMENTS AND PARK AND BEACH AREA RESERVATIONS

1. Reserved by the Association

(A) An easement is reserved for public travel on Adlake Drive, Shawnee Lane, and St. Jude Drive as a method of ingress and egress to and from the lots in this Subdivision, and, in addition thereto, a private easement is retained on Shawnee Lane to the point where it joins Francesca Drive and thence along said drive westerly to the point where Francesca Drive joins St. Jude Court, and the Association reserves an area of land lying between Lot 132 and Lot 133 of said proposed subdivision which area is referred to as the Subdivision Beach and Picnic Area. Said area being generally referred to as a peninsula of land extending into Loon Lake containing approximately .50 acres of land, more or less. This easement and private beach is retained only for the members of the association, their guests, and invitees.

(B) An easement for the purpose of installing, replacing, and maintaining public utility lines, poles, conduits, and other similar service utility deemed necessary for the benefit of all the lots described as follows:

1. A Six (6) foot easement along the rear of lots 1 through 28, 29 through 34, 35, 36, 38, 39, and, a Six (6) foot easement along the rear of lots 43 through 47, and 49 through 52, 56, 57, 59, and 60, and a Twelve (12) foot easement across the extreme Southerly side of Lot 43

2. Granted by the Association

(A) An easement for the purpose of recreational and associated uses is hereby reserved over outlots A, B, and C, for the use of and benefit of several members, their guests, and invitees.

C. RESTRICTIONS: To ensure the best use and most appropriate development and improvement of Jayno Heights Subdivision No. 1; to protect the owners of lots therein against the use or uses of other lots in such a manner as might depreciate the value of the property; to preserve, as far as practical, the natural beauty of Jayno Heights Subdivision No. 1; to guard against the erection of poorly designed or poorly proportioned structures, and, structures built of improper or unsuitable materials in Jayno Heights Subdivision No.1, and thus to insure the highest and best development of said property; to encourage and secure the erections of attractive homes and appropriate location thereof on the several lots; and in general, to provide adequately for a high-type and quality of improvement of said property, and thereby to enhance the value of investments made by purchasers of building sites therein; the following restrictions are imposed upon all lots (but excepting therefrom Lots 43, 44, 45, 46, and 47) in Jayno Heights Subdivision No. 1.

1. MEANING OF THE TERMS USED HEREIN:
  - (A) "Grantor" and "Association", as herein used, are synonymous and shall mean Jayno Heights Subdivision No. 1, a Michigan Corporation, its successors and assigns;
  - (B) "Granted" as herein used, means the person, persons, firms, or corporations to whom the Association first conveys the lands herein described, and his, her, their, heirs, executors, administrators, personal representatives, or their or its successors, and assigns, and all persons, firms or corporations claiming by, through, or under such grantee; and wherever in this instrument the masculine is used it shall include the feminine and neuter as the context may require;
  - (C) "Subdivision", as herein used, means the Plat of Jayno Heights Subdivision No. 1, a subdivision of parts of sections 11 and 12, Town 3 North, Range 4 East, Waterford Township, Oakland County, Michigan, as recorded in Liber 90 of Plate, pages 20 and 21, Oakland County Records.
  - (D) "Plat" means plat of Jayno Heights Subdivision No. 1, recorded as foresaid.
  
2. USE: Jayno Heights Subdivision No. 1, shall be used for residential purposes exclusively, and no more than one single family dwelling house, with usual outbuilding for use in connection therewith, shall be erected or constructed on any lot in said subdivision and any residence so constructed shall be occupied by not more than one single family unit. No outbuilding that is susceptible of being occupied for residential purposes shall be allowed on any lot and no outbuilding shall be used except in connection with the main residence erected on any lot.
  
3. BUILDING PLANS: For the purpose of further insuring the development of Jayno Heights Subdivision No. 1, as a residential area of high standards, the Association reserves the right and power to control the quality, minimum size, height, design, material, location, and character of all building, structures, walls, retaining walls, fences (including hedges) and other improvements placed on each lot. No building wall, retaining wall, fence (including hedges) or other structure shall be erected or placed upon any lot unless and until plans and specifications (2 copies) thereof, and the plot plan (2 copies) have been approved in writing by the Board of Trustees, and each such building, wall, retaining wall, fence (including hedges) or other structure shall be erected or placed on the premises strictly in accordance with the plans and specifications, and plot plan approved. Refusal of approval of the plans and specifications by the Association may be based on any grounds, including purely aesthetic grounds, which is the sole and uncontrolled discretion of the Association shall seem sufficient. No alteration to the exterior appearance of any building, wall, retaining wall, fence (including hedges) or other structure shall be made without like approval.

Should the Association fail to approve or disapprove the plans and specification submitted to it by the owner of a lot or lots in the subdivision within thirty (30) days after the written request was placed before the Board of Trustees, then such approval shall not be required, provided, however, that the building, wall, retaining wall, fence (including hedges), or other structure shall be erected or placed on the premises strictly in accordance with the plans, specifications and plot plan submitted, and shall be homogenous with the motif of the area and environment; provided further, however, that no plans of building, walls, retaining walls, fences (including hedges), or other structure or structures shall be erected or shall be allowed to remain on any lot which violates any of the covenants or restrictions herein contained, in addition to the building and use restrictions of the State of Michigan, County of Oakland, Township of Waterford, then and there in effect

- (A) The minimum square foot floor area (area within the interior walls of a room) on the main floor of a residential dwelling, excluding porches, garages, and breezeways, shall not be less than:
  - 1. 1250 square feet with a full basement and one and one-half (1 ½) stories; or
  - 2. 1350 square feet with a full basement and one (1) story or no basement and one and one-half (1 ½) stories; or
  - 3. 1400 square feet with no basement and one (1) story. Including utility room; or
  - 4. Colonials with attached garage, 750 square feet on the first floor and 750 square feet on the second floor, with a full basement; or
  - 5. Tri-levels 1450 square feet including basement
  
- (B) All exterior walls of residential dwellings must be constructed of brick or stone with the exception of gables, bays, overhangs, trim or dormers, which may be constructed of wood specifically excluding, however, any brick or similar blocks exceeding the height of three (3) inches each.
  
- (C) The height of any building or dwelling shall not exceed one and one-half (1 ½) stories.
  
- (D) No fence (including hedges) shall be constructed to a height exceeding four (4) feet and shall not extend beyond the front building line or any lot or enter into any of the designated easements or outlots. No barbed wire fences shall be allowed anywhere in the subdivision.
  
- (E) All garages must be attached directly to the dwelling or connected thereto by a breezeway
  
- (F) All building shall be completed entirely, as considered to be livable, by the Waterford Township building inspectors, before occupancy.
  
- (G) No accessory building may be built until the main building (structure) is completed.
  
- (H) Any building or structure that is under construction must be completed within nine (9) month from the day that said construction was begun.
  
- (I) No storage tank will be permitted on any lot or lots unless such tank is either buried in the ground or is concealed within the residential dwelling by some other suitable structure that shall be approved by the Board of Trustees.

4. Maintenance: To finance its maintenance work, the Association is empowered to levy an annual maintenance charge upon each lot of the subdivision for said lot's proportionate share of the following expenses:

- (A) The maintenance, lighting, improving, and repairing of any and all ways, park areas, beach area, ways, or other means of ingress or egress and passage, including the various roadways in the subdivision and paths, fences, and all of the property owned by the Association, whether within or without the plat of Jayno Heights Subdivision No. 1, whether real property or personal property, and whether improved or unimproved, which is retained, owned, rented, leased, or used by the Association for park, athletic, recreational, beach, or other community purposes or uses commensurate with the enjoyment occupancy, and use thereof by the owners of the lots in Jayno Heights Subdivision No. 1, and the members of the said Association, including among other things, the planting of or caring for trees, shrubbery, flowers, and grass, the cutting of and removing of grass and weeds from vacant lots and the land owned by the Association as necessary, advisable or proper to keep and maintain the Association's property and the Subdivision as a whole, neat and in good order, and to promote the convenience, attractiveness and usefulness of the Association's property to the owners of lots in Jayno Heights Subdivision No. 1, and such other Jayno Heights Subdivisions as may be joined into the Association.
- (B) The paying of expenses incidental the enforcement of, or the compliance with, restrictions, condition, covenants, charges, and agreements, including fees, salaries or wages of such employees or agents as may be necessary in connection therewith.
- (C) The paying of taxes and other assessments, if any, upon which may be levied by the proper authority upon any roads, parks, beaches, paths, or other property of the Association, whether the same be taxed separately or as a part of some other tax.

All such charges or assessments shall be used solely for one or more of the aforesaid purposes, but the Association shall not be required to do any of the things, for which such charges or assessments are permitted to be used, unless and until there be sufficient funds available therefore, and then only out of assessments that have been levied and collected.

Any such annual maintenance charges shall be levied equally against each individual lot in Jayno Heights Subdivision No. 1.

The grantee of each lot for himself, his heirs, personal representatives, devisees and assigns, as part of the consideration for the conveyance of the title to such lot in said subdivision or of any interest therein, covenants and agrees with the Association to pay all charges and assessments levied as herein above provided at such time, or times, as the said Trustees from time to time determine. All charges or assessments, after becoming due, shall be and shall remain a lien upon the land and shall bear interest at six (6%) percent per annum until paid, and said lien may be foreclosed by the Association in a manner provided by law for the foreclosure of mortgages.

5. BOATS AND BOATHOUSES: No boathouse, boat landing, pier, or dock shall be constructed unless and until the plans and specifications therefore shall have been approved in writing by the Board of Trustees of the Association.
6. FILLING IN: No lot shall be increased in size by filling in the waters on which it abuts.
7. RE-SUBDIVISION: No re-subdivision of any lot as platted shall be permitted
8. TREES AND SHRUBS: No trees, shrubs, or other woody plants shall be cut down or removed on any easement or outlot without the written consent of the association acting by and through its Board of Trustees of the Association.
9. TEMPORARY BUILDINGS: No tent, house trailer, temporary building or structure shall be erected or placed on any lot without the written consent of the Association.
10. NUISANCES: Nothing shall be done on any lot which may be or might become an annoyance or nuisance to the neighborhood. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or might become, an annoyance or nuisance to the Association and its members. No animals, other than household pets, shall be kept or lodged on the premises without the written permission of the Association; and all household pets or animals shall be kept on a leash or within the structure or fence of its owner.
  - (A) No sign of any character shall be displayed except a "for sale" or "for rent" sign referring only to the premises on which displayed, provided the form and the size of each such sign is first approved in writing by the Association.
  - (B) No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain on any lot. No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain on any lot; and in the event that the lot owner after 20 days of notice in writing from the Association shall fail or refuse to keep his premises free of weeds, underbrush, or refuse piles, or other unsightly growths, or objects, the Association may enter upon said lands and remove the same at the expense of the owner, and such entry shall not be deemed a trespass, and the expense thereof may be recorded as a lien against the premises.
  - (C) All lots owners are required to landscape and maintain that portion of the land from their front or side lot lines to the edge of the road.
  - (D) No lot shall be used as a dumping ground for rubbish or garbage. All homes must have incinerators for the disposal of garbage or other combustible materials and must keep incinerators indoors.

11. LOT AND BUILDING LINES: Placement or location of any building upon any lot at all times shall be governed by the provisions of Section 3 thereof, contained in this agreement, (Building Plans) subject, however, to the following:
  - (A) The front lot lines of all lots (lot 1 through 60 inclusive) shall be the lot line abutting the roadway, and on corner lots the front lot line shall be the lot line abutting the roadway with the smallest linear footage; all building lines shall be thirty-five (35) feet minimum from the front lot line, and lots 35, 48, and 58 shall have no structure within thirty-five (35) feet of the curving line which abuts the roadway.
  - (B) No structure or building shall be erected nearer than five (5) feet on any one side line or rear lot line, but where erected within five (5) feet of a side lot line, the structure shall be no closer than ten (10) feet from the opposite lot line. All residential structures must be no closer than fifteen (15) feet from the residential structure on the adjacent lot.
  
12. REMEDIES FOR VIOLATIONS: in the event of a violation or breach of any restrictions by any persons claiming by, through or under the association, or by virtue of any judicial proceedings, the Association and the owners of the lots in the subdivision, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach thereof.
  
13. SEWAGE SYSTEMS: In the event a central sewage hereafter is installed in the Jayno Heights Subdivision No.1, no individual sewage disposal systems thereafter shall be permitted on any lot, or if one exists, its use shall not be permitted. No individual sewage system shall be installed before the plan and location thereof has been submitted to and approved in writing by the Association. No sewage disposal system shall be permitted to drain into the lake or river. And, in the event a central sewage is later installed in the subdivision, all property owners must connect to the same within nine (9) months after the same becomes available to the individual lot.
  
14. WATER SYSTEMS: In the event a central water system hereafter is installed in the Jayno Heights Subdivision No.1, no individual water systems thereafter shall be permitted. No individual water system shall be installed before the plan and location thereof has been submitted to and approved in writing by the Association. And, in the event a central water is later installed in the subdivision, all property owners must connect to the same within nine (9) months after the same becomes available to the individual lot.

- D. ASSOCIATION'S OPTION TO RE-PURCHASE: The grantee of each lot, for himself, his heirs, personal representatives, devisees and assigns, as part of the consideration for conveyance of title to such lot in said subdivision, or any interest therein, covenants with the Association the he will not sell, assign, or convey the above described premises at any time prior to August 1<sup>st</sup>, 1980, without first notifying the Association in writing of the price and terms upon which grantee proposes to sell; and the said grantee, for himself, his heirs, personal representatives, devisees and assigns, hereby gives and grants the Association an irrevocable option during the said period to repurchase said premises at the price and upon the terms stated in the said notice at any time within thirty (30) days next following the receipt of said notice by the Association and should said grantee at any time vary the price, terms, or conditions of sale from the price, terms, or conditions as set forth in said notice, the grantee shall again notify the Association of said changes in price, terms, or conditions of sale and the option to purchase herein granted to the Association shall continue in full force and effect for thirty (30) days following receipt by the Association of said subsequent notice.
- E. ADDITIONAL RESTRICTIONS: The Association may include in any contract or deed hereafter made, any additional restrictive covenants not inconsistent with those herein contained.
- F. RESTRICTIONS SEPERABLE: The restrictions and restrictive covenants herein contained shall be deemed and are separable and the invalidation of any restriction, or restrictive covenant herein contained, by any court, shall not invalidate the remaining restrictions and restrictive covenants, but each of them shall remain in full force and effect.

- G. DURATION OF RESTRICTIONS: The foregoing agreements, covenants, restrictions, and conditions shall constitute and easement and servitude in and upon each lot in Jayno Heights Subdivision No. 1, and shall run with the land; shall be deemed in full force and effect for twenty-five (25) years from and after the date of recording of this Instrument, thereafter the foregoing agreements, covenants, restrictions, and conditions shall continue for successive periods of five (5) years each, unless prior to June 23<sup>rd</sup>, 1981, or at the end of any such successive period, by majority vote of the members of Jayno Heights Subdivision No. 1, the said agreements, covenants, restrictions, and conditions are relinquished, or otherwise changed either in whole or in part, and such relinquishment or changes, is or are, duly recorded in the office of the Register of Deed for Oakland County.
- H. ASSIGNABILITY: The Association may assign any or all of its rights, obligations, and privileges under this instrument to any other corporation or person having an interest in said subdivision, or the lands held for the common use and benefit of the owners of lots in said subdivision, and such assignee shall have every right, power, and authority reserved or given to said assignor by this instrument.

By accepting this deed, the grantee agrees the foregoing restrictions, limitations, and conditions are made as part of the consideration for this conveyance and as part of the purchase price of the above described lands, and that they are covenants running with the land and shall be binding upon the grantee and all subsequent owners.

All of the rights and benefits contained in these Restriction and Regulations inure to the heirs, successors, and assigns of the parties hereto.