

TRINITY LAND LTD.  
a Michigan Corporation  
21570 Hall Road  
Mount Clemens, Michigan 48044  
as to  
AVON HOLLOW SUBDIVISION

Declaration of Restrictions  
Dated August 24, 1978  
Acknowledged August 24, 1978  
Recorded November 7, 1978  
Liber \_\_\_\_\_ Page \_\_\_\_\_

3/1/76

This Declaration of Restrictions made this 24th day of August, 1978, by Trinity Land Ltd., a Michigan Corporation, of 21570 Hall Road, Mount Clemens, Michigan, hereinafter referred to as the Grantor,

WITNESSETH

WHEREAS, the Grantor is the owner of property located in Section 16, Town 3 North, Range 11 East, Avon Township, Oakland County, Michigan, described on Exhibit-"A" hereto, which property is being developed by Grantor as a single family residential development to be known as Avon Hollow Subdivision, containing lots numbered 1 through 70 inclusive, and

WHEREAS, the said Plat of said subdivision having been duly approved by the proper governmental authorities has been recorded in the office of the Register of Deeds for Oakland County, in Liber 162, Pages 4, 5 & 6 on 11-7-78, and

WHEREAS, it is the purpose and intent of this Declaration that all properties included within the subdivision shall be held and conveyed subject to the restrictions and conditions contained within this Declaration, which restrictions and conditions shall be and constitute covenants running with the land binding upon the heirs, personal representatives, successors and assigns of the Grantor, the owners of individual lots within Avon Hollow Subdivision.

(A) HOMEOWNERS ASSOCIATION

(1) There shall be established the Avon Hollow Owners Association, Inc., a Michigan non-profit corporation, consisting of the owners of lots 1 through 70 within Avon Hollow Subdivision.

(2) Membership in the Association shall be mandatory for each owner of a lot in the subdivision.

2500

(3) A member of the Association shall be defined as every person or entity who or which is a record owner of a fee interest in any lot under the jurisdiction of the Association but not including any owners who have sold their interest under executory land contract. During such time as such a land contract is in force, the land contract vendee shall be considered to be a member of the Association.

(4) The members of the Association shall have equal voting rights and shall be those owners as defined above including the Grantor or its successors. All members shall be entitled to one vote for each lot in which they hold the interest required for membership. When more than one person holds any such interest in any lot, all such persons or entities shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one lot.

(B) MAINTENANCE CHARGE

(1) All of the lots of the members of the Association shall be subject to an annual charge, to be paid by the respective owners thereof to the Association in advance on the first day of September of each year commencing September 1, 1979, for the purpose of creating a Maintenance Fund.

(2) The initial amount of said annual charge shall be established at the first meeting of the Board of Directors of the Association, and may be adjusted from year to year by the Board of Directors of the Association as the needs of the property may in their judgment require, but in no event shall such

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a charge be more than Seventy-Five Dollars (\$75.00) per lot per year except by the approval and consent of members of the Association having not less than fifty-one percent (51%) of the lot owners which approval and consent shall make any such additional assessment binding upon all of the owners of property in said Avon Hollow Subdivision.

(3) The Maintenance Fund shall be used for such of the following purposes as the Association shall, from time to time, determine as necessary and advisable for improving and maintaining any property of the Association, roadways and entry-ways of the development; for planting trees and shrubbery and the care thereof; for collecting and disposing of garbage, ashes and rubbish; for employing night watchment; for caring for vacant property including the mowing of vacant lots within the subdivision irrespective of the ownership interests; for removing grass or weeds; for constructing, purchasing, maintaining or operating any community services, snow removal on the public streets; or for doing any other thing necessary or advisable in the opinion of the Association for the general welfare of the members; for expenses incident to the examination of plans, on site inspections, and the endorsement of these restrictions or any other building restrictions applicable to said properties or for any other purposes for which the Association is incorporated.

(4) All maintenance charges which shall remain due and unpaid on December first of the year in which said charges became due, shall thereafter be subject to interest at the rate of seven (7) percent per annum until paid.

(5) It is expressly understood and agreed that the annual maintenance charge shall be a lien and encumbrance on the land with respect to which said charge is made and it is expressly agreed that by the acceptance of title to any of said lots the owner (not including the mortgagee as long as it is not the 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 to the time of his acquiring the title, and all such charges thereafter falling due during this ownership thereof. A certificate in writing issued by the

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Association or its agent shall be given on demand to any owner or prospective purchaser liable for said charges, which shall set forth the status of such charges. This certificate shall be binding upon the parties.

(6) The lien provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any lot shall not affect the maintenance charge lien. The sale or transfer of any lot pursuant to a decree of foreclosure under mortgage or any proceeding in lieu of foreclosure thereof shall, however, extinguish the lien of such maintenance charges as to payments thereof which became due and prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any maintenance charges thereafter due or from the lien thereof.

(7) By his acceptance of title each owner shall be held to vest in the Association the right and power in its own name to take and prosecute all suits (legal, equitable, or otherwise) which may in the opinion of the Association be necessary or advisable for the collection of such charge or charges or the enforcement of this Declaration.

(C) GENERAL RESTRICTIONS

Use of Property:

(1) All lots in the subdivision shall be used for residential purposes and no building of any kind whatsoever shall be erected, re-erected, moved or maintained thereon except for occupation by one single family. A private attached garage for the sole use of the owner, purchaser or occupant may be provided. A family shall mean one person or a group of two or more persons, living together and related by consanguinity, marriage or legal adoption. Persons thus constituting a family may also include foster children, guests and domestic servants. The Grantor may permit the occupation of a dwelling by persons not constituting a family as defined herein provided it finds in the Grantor's opinion that such occupancy will not be detrimental to the purposes sought to be obtained by these Restrictions. Such permissions shall be obtained in writing from the Grantor prior to occupancy by persons not constituting a family as defined herein.

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(2) Notwithstanding that which may be contained herein to the contrary, the Grantor, its agents or sales representatives may occupy and use any house built in the subdivision or a temporary building or mobile trailer as an office for sales and/or administrative purposes.

(3) House trailers, mobile homes, motor homes, campers, boats or boat trailers, snowmobiles and snowmobile trailers and motorcycles and motorcycle trailers, trailers of any kind, or vehicles used for commercial purposes including, but not limited to, pickup trucks, (except while making normal deliveries) shall not be stored nor parked on any lot except within a private attached garage.

(4) No lot in said subdivision may be divided. However, Grantor may approve the division of a vacant lot where a portion of said vacant lot is to be combined with an adjoining lot which thereafter shall be considered to be a part of said adjoining lot for all purposes. Such Grantor approval must in order to be valid, be in writing.

(5) The Grantor reserves the right to construct, maintain, repair and/or replace entrance markers and related equipment and services adjacent to entrances to the subdivision.

Character Size and/or Locations of Buildings and Structures:

(1) No building or other structure including swimming pools shall be commenced, erected or maintained, nor shall any addition to or change or alteration to any structure be made, except interior alterations, until the plan and specifications prepared by a competent architect showing the nature, kind, shape, height, materials, color scheme, approximate cost of such structure, location on lots and the grading plan of the lot to be built upon shall have been submitted to and approved in writing by the Grantor, and a copy of said plans and specifications as finally approved shall, if required by Grantor, be lodged with said Grantor.

(2) No fence, garden wall, patio screen, dog run, pool enclosure, or other similar devices and/or structures shall be permitted until the plans and specifications thereof shall, prior to start of construction, have first been submitted in writing to the Grantor and approved by the Grantor. In approving any of the plans and specifications of the hereinabove mentioned devices and/or structures, the Grantor may require suitable screening with adequate shrubs, landscape materials or other modifications. In approving any of the above mentioned devices, the Grantor shall take into consideration the factors stated in the following paragraphs:

Yard Enclosures:

A dog run may be approved subject to all the above, provided said dog run is attached to the rear of the main structure, does not extend beyond the side yard building lines of the main structure, and does not exceed 54 inches in height.

Patio screens may be approved subject to all of the above, provided that said patio screen is attached to the rear of the main structure, does not exceed six feet in height, 16 feet in depth and 32 feet in width. In any event, no fence shall be permitted in the front yard or in the side yard except an ornamental fence not exceeding three feet in height. The front and side yards shall include all of that area from the front lot line back to the rear corner of the building thence perpendicular to the side of the house (or garage), to the lot line.

(3) The Grantor shall have the right to refuse to approve any such plans or specifications or grading plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in so passing upon such plans, specifications and grading, it shall have the right to take into consideration the suitability of the proposed building or other structure to be built to the site upon which it is proposed to be erected. It is understood and agreed that the

purpose of this paragraph is to cause the platted lands to develop into a beautiful, harmonious, private, residential area, and if a disagreement on the points set forth in this paragraph should arise, the decision of the Grantor shall control.

(4) In the event Grantor shall have failed to approve or disapprove such plans and location within thirty days after the same shall have been delivered to the Grantor, then such approval will not be required provided the plans and location on the lots conform to these restrictions and applicable zoning laws and provided that the plans and location on lot are harmonious with existing structures.

(5) In any event, with or without the approval of the Grantor, no dwelling shall be permitted on any lot in the subdivision unless: in the case of a one-story building the ground floor living area shall not be less than 1450 square feet; in the case of a one and one-half story building the ground floor living area shall not be less than 1000 square feet and second floor shall not be less than 600 square feet; in the case of a multi-level building the first and second level living area shall not be less than 750 square feet each; and in the case of a two-story building the ground floor area shall not be less than 750 square feet and the second floor shall not be less than 750 square feet. All garages must be fully enclosed and attached to the dwelling and shall not be included in computing square footage.

Building Lines:

No building on any of said lots shall be erected nearer than thirty feet to the front lot line; or nearer than ten (10) feet to a single side lot line with a total of twenty (20) feet to be allowed for both side lots; or nearer than thirty (30) feet to the side street lot line on any corner lot. No building on any of said lots shall be erected nearer than thirty five (35) feet to the rear lot line.

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Animals:

No chickens, other fowl, horses or livestock shall be kept or harbored on any of the said lots. No animals shall be kept or maintained on any lot except household pets for use by the occupants of the dwelling. No animals shall be kept on the premises for any commercial use. Household pets shall have such care as not to be objectionable or offensive on account of noise, odor or unsanitary conditions. Animals may be declared nuisances by Grantor and must be removed within thirty days if so requested in writing by the Grantor or its authorized representatives.

Signs:

No signs or billboards shall be placed or maintained on any lot except one sign advertising the lot, or house and lot, for sale or lease and having not more than six square feet of surface and the top of which shall be three feet or less above the ground; provided, however, such other signs may be erected and maintained on lots as are permitted by written consent of the Grantor.

Easements:

Easements and rights of way are hereby reserved as shown on the recorded plat. In addition, easements and rights of way are reserved in and over a strip of land six feet in width along all rear, front and side lot lines wherever it may be deemed necessary for the installation or maintenance of telephone or electric poles, lines or conduits; sewer; gas lines; water mains; for drainage purposes; or for the use of any other public utility deemed necessary or advisable by Grantor. The use of all or a part of such easements and rights of way may be granted or assigned at any time hereafter by the Grantor to any person, firm, governmental unit or agency or corporation furnishing any such services.



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Refuse:

No refuse pile or other unsightly or objectionable materials shall be allowed on any of said lots unless the same shall be properly concealed. Refuse, ashes, building materials, garbage and debris of any kind shall be cared for in such a manner as not to be offensive to neighboring property owners. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(D) ASSIGNMENT OF GRANTOR'S RIGHTS

Grantor, by appropriate instrument in writing may designate a person, firm, or corporation to perform such of its duties and obligations as it shall specify which designation shall be revocable at the will, whim or caprice of Grantor. Grantor may at any time assign all or part of its rights, privileges and duties of supervision and control in connection with these restrictions which are herein reserved to the Grantor, to the Association and upon the execution and recording of appropriate instruments of assignment by the Grantor, the said Association shall thereupon have and exercise all the rights relating to those parts of the restrictions which have been assigned by the Grantor and the Grantor shall be fully released and discharged from further obligations and responsibilities in connection therewith.

(E) VIOLATIONS

(1) With respect to said subdivisions, violation of any restrictions or condition or breach of any covenant or agreement herein contained shall give the Grantor, in addition to all other remedies provided by law, the right 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 item which has been erected, or any structure, sign, fence, thing or condition that may be or exist contrary to the intent and meaning of the provisions hereof, and the Grantor shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

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(2) Grantor, its successors or assigns, shall not be liable for damages to any person submitting plans for approval or to any owner or owners of land covered by this instrument by reason of mistake in judgment, negligence or nonfeasance of itself, its agents or employees arising out of or in connection with the approval or disapproval or failure to approve any plans or specifications, the enforcing or failure to enforce any of the restrictions herein contained, or the doing or failure to do any act which the Grantor is empowered to perform hereunder.

(F) TERM OF RESTRICTIONS

All the restrictions, conditions, covenants, charges and agreements contained herein shall continue in force until January 1998, and shall automatically be contained thereafter for successive periods of twenty years each, provided, however, that after January 1, 1998, the owners of property representing not less than two thirds of the total votes of the Association may amend these restrictions by written instrument executed by or on behalf of said owners and recorded in the office of the Register of Deeds for Oakland County.

(G) SEVERABILITY

Each restriction contained herein is intended to be severable and in the event that any one covenant is for any reason held void, it shall not affect the validity of the remaining covenants and restrictions.

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IN WITNESS WHEREOF, the Grantor has executed this Declaration on the date stated above.

WITNESSES

*William G. Diamond*

William G. Diamond

*Jeanie P. Catenacci*

Jeanie P. Catenacci

TRINITY LAND LTD., a Michigan corporation

BY *Salvatore Cottone*  
Salvatore Cottone, Treasurer

BY *Carlo J. Catenacci*  
Carlo J. Catenacci, President

STATE OF MICHIGAN)

(ss.

COUNTY OF MACOMB )

Personally came before me this 24<sup>th</sup> day of Aug., 1978, Salvatore Cottone, Treasurer and Carlo J. Catenacci, President, of TRINITY LAND LTD., a Michigan corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such Treasurer and 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.

*Jeanie P. Catenacci*

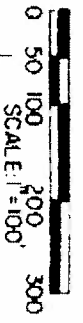
Jeanie P. Catenacci, Notary Public  
Macomb County, Michigan

My Commission Expires: 11/10/80

RECORDED  
DEKALB AND COUNTY MICHIGAN  
REGISTER OF DEEDS RECORDS  
1978 NOV -7 AM 8:30  
*Lynn S. Allen*  
LYNN S. ALLEN  
CLERK-REGISTER OF DEEDS

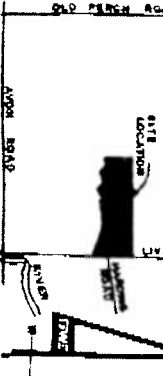
# AVON HOLLOW

A PART OF THE SE 1/4 OF SECTION 16, T-3-N-R-11-E  
AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN

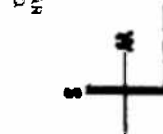


PLAT	SECTION	TOWNSHIP	RANGE	COUNTY	STATE	DATE	RECORD
1	16	T-3-N	R-11-E	OAKLAND	MICHIGAN	1988	1000000000
2	16	T-3-N	R-11-E	OAKLAND	MICHIGAN	1988	1000000000
3	16	T-3-N	R-11-E	OAKLAND	MICHIGAN	1988	1000000000
4	16	T-3-N	R-11-E	OAKLAND	MICHIGAN	1988	1000000000
5	16	T-3-N	R-11-E	OAKLAND	MICHIGAN	1988	1000000000
6	16	T-3-N	R-11-E	OAKLAND	MICHIGAN	1988	1000000000
7	16	T-3-N	R-11-E	OAKLAND	MICHIGAN	1988	1000000000
8	16	T-3-N	R-11-E	OAKLAND	MICHIGAN	1988	1000000000
9	16	T-3-N	R-11-E	OAKLAND	MICHIGAN	1988	1000000000
10	16	T-3-N	R-11-E	OAKLAND	MICHIGAN	1988	1000000000
11	16	T-3-N	R-11-E	OAKLAND	MICHIGAN	1988	1000000000
12	16	T-3-N	R-11-E	OAKLAND	MICHIGAN	1988	1000000000
13	16	T-3-N	R-11-E	OAKLAND	MICHIGAN	1988	1000000000
14	16	T-3-N	R-11-E	OAKLAND	MICHIGAN	1988	1000000000
15	16	T-3-N	R-11-E	OAKLAND	MICHIGAN	1988	1000000000
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17	16	T-3-N	R-11-E	OAKLAND	MICHIGAN	1988	1000000000
18	16	T-3-N	R-11-E	OAKLAND	MICHIGAN	1988	1000000000
19	16	T-3-N	R-11-E	OAKLAND	MICHIGAN	1988	1000000000
20	16	T-3-N	R-11-E	OAKLAND	MICHIGAN	1988	1000000000
21	16	T-3-N	R-11-E	OAKLAND	MICHIGAN	1988	1000000000
22	16	T-3-N	R-11-E	OAKLAND	MICHIGAN	1988	1000000000
23	16	T-3-N	R-11-E	OAKLAND	MICHIGAN	1988	1000000000
24	16	T-3-N	R-11-E	OAKLAND	MICHIGAN	1988	1000000000
25	16	T-3-N	R-11-E	OAKLAND	MICHIGAN	1988	1000000000

LEGEND:  
 ADJUSTING FOR THIS SUBDIVISION ESTABLISHED TO AGREE WITH THE SOUTHEAST CORNER OF SECTION 16, T-3-N-R-11-E, OAKLAND COUNTY RECORDS.  
 \* \* \* \* \*  
 \* \* \* \* \*  
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SOUTHEAST CORNER OF SECTION 16, T-3-N-R-11-E  
 NOTE LOTS 1, 2, 29, 60, AND 70 SHALL NOT HAVE VEHICULAR ACCESS TO LIVERNOIS ROAD



EXAMINED AND APPROVED  
 Date: 4/17/90  
 David E. Hopper  
 David E. Hopper  
 David E. Hopper



DAVID E. HOPPER  
 CIVIL ENGINEER  
 1715 NORTH ALBION ROAD  
 PORTLAND, MICHIGAN 48857

DATE: 4-17-90

DETRITTS-WALTER ENGINEERS, INC.  
 1715 NORTH ALBION ROAD  
 PORTLAND, MICHIGAN 48857

DAVID E. HOPPER  
 CIVIL ENGINEER  
 1715 NORTH ALBION ROAD  
 PORTLAND, MICHIGAN 48857



SUBDIVISION CERTIFICATE

I, DAVID PAWLACZYK, SURVEYOR, CERTIFY THAT I HAVE SURVEYED, DIVIDED AND MAPPED THE LAND SHOWN ON THIS PLAT, DESCRIBED AS FOLLOWS: "AVON HOLLOW", A PART OF THE SOUTHEAST 1/4 OF SECTION 16, T-3-N, R-11-E, AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 16; THENCE ONE NORTH 1755.69 FEET ALONG THE EAST LINE OF SAID SECTION 16 TO THE NORTHEAST CORNER OF "AVON HEIGHTS", AS RECORDED IN LIBER 91, PAGE 32 OF PLATS, OAKLAND COUNTY, MICHIGAN RECORDS, ALSO BEING THE POINT OF BEGINNING; THENCE THE FOLLOWING NINE COURSES ALONG THE NORTHERLY LINE OF SAID "AVON HEIGHTS": (1) ONE NORTH 60.00 FEET AND (2) N. 60° 29' 00" W., 319.19 FEET, AND (3) N. 88° 11' 44" W., 359.40 FEET, AND (4) S. 88° 11' 44" W., 458.73 FEET, AND (5) S. 76° 17' 50" W., 183.96 FEET, AND (6) N. 47° 57' 10" W., 249.61 FEET, AND (7) S. 74° 53' 43" W., 259.24 FEET, AND (8) ALONG A CURVE TO THE RIGHT 66.28 FEET, SAID CURVE HAVING A RADIUS OF 400.00 FEET, CENTRAL ANGLE OF 69° 29' 36" AND LONG CHORD BEARING N. 09° 16' 30" W., 56.38 FEET, AND (9) S. 09° 00' W., 437.92 FEET TO THE SOUTHWEST CORNER OF "ROCKHALL", AS RECORDED IN LIBER 67, PAGE 17 OF PLATS, OAKLAND COUNTY, MICHIGAN RECORDS; THENCE N. 87° 49' 57" E., 1251.34 FEET ALONG THE SOUTHWEST LINE OF SAID "ROCKHALL" TO THE SOUTHWEST CORNER OF SAID "ROCKHALL"; THENCE N. 68° 34' 13" E., 1028.35 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 16, ALSO BEING A POINT ON THE IMPROVED LINE OF "GOLDER HILLS SUB.", AS RECORDED IN LIBER 51, PAGE 28 OF PLATS, OAKLAND COUNTY, MICHIGAN RECORDS; THENCE S. 00° 01' 45" W., 845.00 FEET ALONG SAID EAST SECTION LINE AND WEST 808.12 FEET TO THE POINT OF BEGINNING, AND COMPRISING LOTS 1 THROUGH 16, INCLUSIVE, AND COMPRISING 31.31 ACRES.

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND PLAT BE THE DIRECTION OF THE OWNERS OF SUCH LAND.

THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION ABOVE IT.

THAT THE REQUIRED MONUMENTS AND LOT MARKERS HAVE BEEN LOCATED IN THE GROUND ON THAT SURVEY AND HAVE IDENTIFIED WITH THE MUNICIPALITY, AS REQUIRED BY SECTION 135 OF THE ACT.

THAT THE ACCURACY OF SURVEY IS WITHIN THE LIMITS REQUIRED BY SECTION 126 OF THE ACT.

THAT THE BEARING SHOWN ON THE PLAT ARE EXPRESSED AS REQUIRED BY SECTION 136 (3) OF THE ACT AND AS SET FORTH IN THE LEGEND.

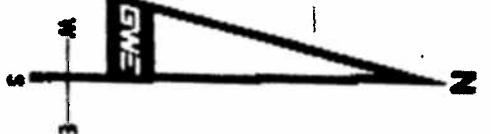
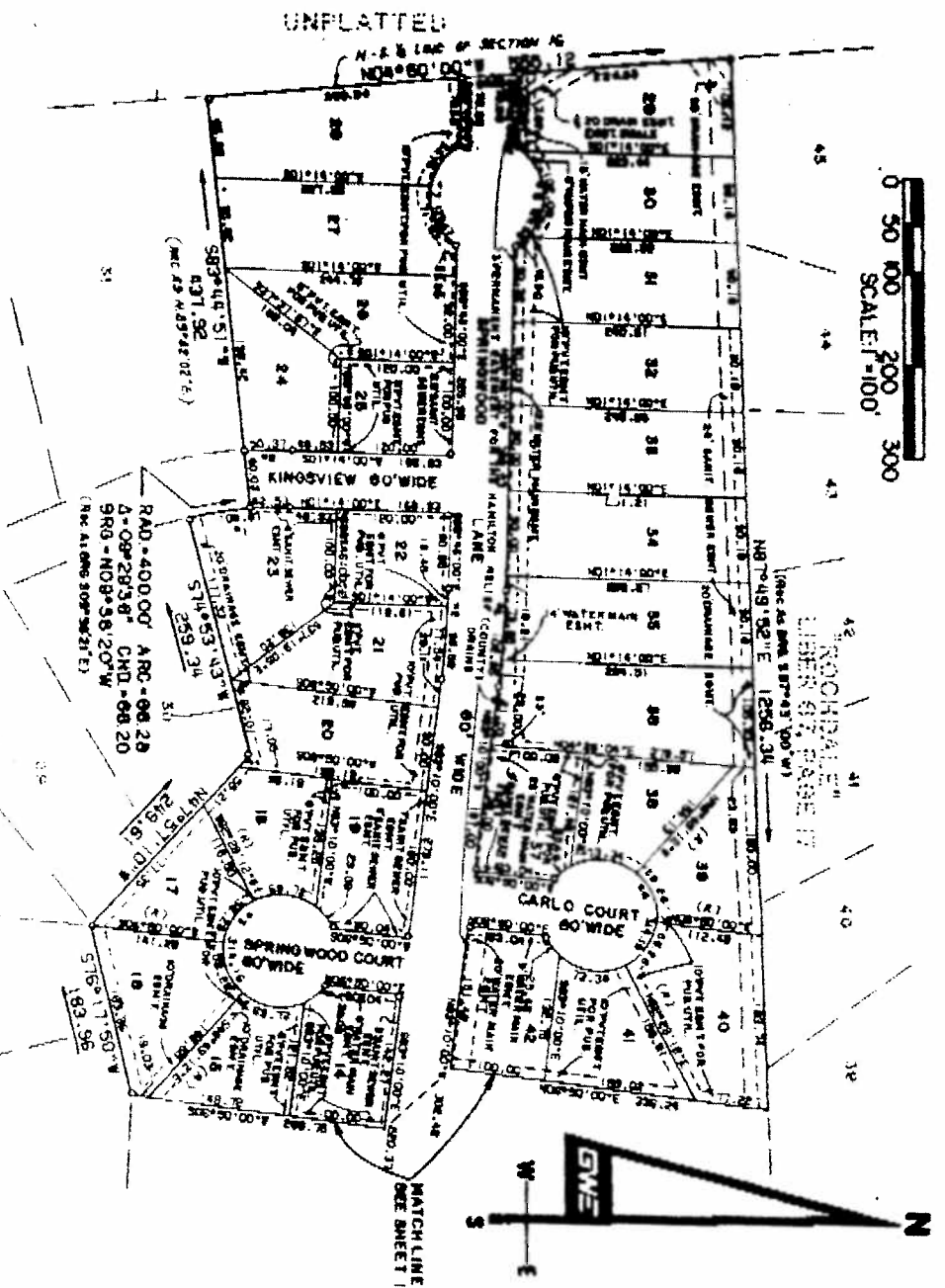
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**GWE**

Griffin-Webster Engineers, Inc.  
 7777 North Albion Road - Portland, Michigan 48857  
 Phone: (313) 335-1100  
 FAX: (313) 335-1101

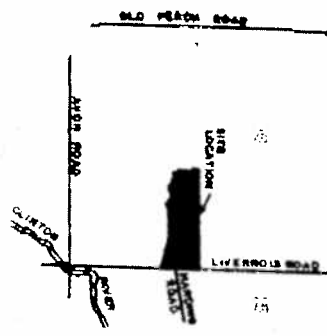
SHEET 1 OF 3 SHEETS  
 78 125589

**"AVON HOLLOW"**  
 A PART OF THE SE 1/4 OF SECTION 16, T-3-N, R-11-E  
 AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN



Lot No.	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
21	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
22	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
23	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
24	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
25	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
26	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
27	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
28	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
29	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
30	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
31	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
32	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
33	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
34	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
35	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
36	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
37	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
38	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
39	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
40	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
41	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
42	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00

AVON HOLLOW  
 SHEET 2 OF 3



**LEGEND:**  
 BEARINGS FOR THIS SUBDIVISION ESTABLISHED BY CORNER WITH THE NORTHERLY LINE OF AVON DELICIOUS SUBDIVISION LIEBER 91 PAGE 12 OF PLATS, CANTLAND CORNER RECORDS.  
 ALL DIMENSIONS ARE GIVEN IN FEET.  
 CURVE ESTABLISHMENTS SHOWN ARE MEASURED ALONG CURVE TO CORNER.  
 THE SYMBOL "C" INDICATES A CONCRETE CURBMENT.



**GWE**  
 GWE Engineering, Inc.  
 1995 West Avon Road, Avon, Michigan 48101  
 Phone: 313.436.1100  
 Fax: 313.436.1101  
**SHEET 2 OF 3 SHEETS**

# "AVON HOLLOW"

A PART OF THE SE 1/4 OF SECTION 16, T-3-N-R-11-E  
AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN

**GWE**  
SHEET 5 OF 3 SHEETS

### PROPRIETOR'S CERTIFICATE:

TRINITY LAND, LTD., A MICHIGAN CORPORATION, HAS ORIGINALLY AND EXISTING UNDER THE LAWS OF THE STATE OF MICHIGAN, BY CARLO J. CAENOCKI, PRESIDENT AND SAUL F. COOPER, TREASURER, AS PROPRIETORS, CERTIFY THAT WE HAVE THE LAND EMBOWED IN THIS PLAT WE SUBMIT, DIVIDED, MAPPED AND DESIGNATED AS EMBOWED ON THIS PLAT AND THAT THE STREETS INDICATED ARE PRIVATE EASEMENTS AND THAT ALL OTHER EASEMENTS ARE PRIVATE EASEMENTS ON THE PLAT, AND THAT THE EASEMENTS ARE FOR THE USES SHOWN ON THE PLAT, AND THAT THE EASEMENTS SHALL HAVE PREFERENTIAL ACCESS TO LAWRENCE ROAD.

### WITNESSES:

*[Signatures]*  
CARLO J. CAENOCKI, PRESIDENT  
SAUL F. COOPER, TREASURER

### ACKNOWLEDGEMENT:

STATE OF MICHIGAN  
J.S.B.  
OAKLAND COUNTY

PERSONALLY CAME BEFORE ME THIS 24th DAY OF JUNE 1978, CARLO J. CAENOCKI, PRESIDENT AND SAUL F. COOPER, TREASURER 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 TREASURER 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.

*[Signature]*  
NOTARY PUBLIC OAKLAND COUNTY, MICHIGAN  
MY COMMISSION EXPIRES 11-10-80

### PROPRIETOR'S CERTIFICATE:

MICHIGAN NATIONAL BANK OF DETROIT, A MICHIGAN BANK, HAS ORIGINALLY AND EXISTING UNDER THE LAWS OF THE STATE OF MICHIGAN, BY WILLIAM E. DIERMAN, PRESIDENT AND EDWARD J. LOPEZ, VICE PRESIDENT, AS PROPRIETORS, CERTIFY THAT WE HAVE THE LAND EMBOWED IN THIS PLAT WE SUBMIT, DIVIDED, MAPPED AND DESIGNATED AS EMBOWED ON THIS PLAT AND THAT THE STREETS AND LOTS ARE FOR THE USE OF THE PUBLIC, AND THAT ALL OTHER EASEMENTS ARE PRIVATE EASEMENTS ON THE PLAT, AND THAT THE EASEMENTS ARE FOR THE USES SHOWN ON THE PLAT, AND THAT THE EASEMENTS SHALL HAVE PREFERENTIAL ACCESS TO LAWRENCE ROAD.

### WITNESSES:

*[Signatures]*  
WILLIAM E. DIERMAN, PRESIDENT  
EDWARD J. LOPEZ, VICE PRESIDENT

### ACKNOWLEDGEMENT:

STATE OF MICHIGAN  
J.S.B.  
OAKLAND COUNTY

PERSONALLY CAME BEFORE ME THIS 28th DAY OF JUNE 1978, WILLIAM E. DIERMAN, PRESIDENT AND EDWARD J. LOPEZ, 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.

*[Signature]*  
NOTARY PUBLIC OAKLAND COUNTY, MICHIGAN  
MY COMMISSION EXPIRES 11-10-80

### COUNTY TREASURER'S CERTIFICATE:

THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR SPECIAL ASSESSMENTS FOR THE FIVE YEARS PRECEDING 11-15-1978 INVOLVING THE LANDS INCORPORATED IN THIS PLAT.

*[Signature]*  
AMY E. HALL, DEPUTY  
OAKLAND COUNTY TREASURER

### CITY HEALTH COMMISSION CERTIFICATE:

APPROVED ON July 6, 1978 AS COMPLYING WITH SECTION 192 OF ACT 288, P.A. 1967, AND THE APPLICABLE RULES AND REGULATIONS PUBLISHED BY MY OFFICE IN THE COUNTY OF OAKLAND.

*[Signature]*  
GEORGE W. OLSON  
OAKLAND COUNTY HEALTH COMMISSIONER

### CERTIFICATE OF COUNTY ROAD COMMISSIONERS:

APPROVED ON August 28, 1978 AS COMPLYING WITH SECTION 183 OF ACT 288, P.A. 1967, AND THE APPLICABLE RULES AND REGULATIONS OF THE BOARD OF ROAD COMMISSIONERS OF OAKLAND COUNTY.

*[Signatures]*  
WILLIAM E. DIERMAN, PRESIDENT  
EDWARD J. LOPEZ, VICE PRESIDENT

### CERTIFICATE OF MUNICIPAL APPROVAL:

I CERTIFY THAT THIS PLAT WAS APPROVED BY THE TOWNSHIP BOARD OF THE TOWNSHIP OF AVON AT A MEETING HELD ON July 10, 1978 AND WAS REVIEWED AND FOUND TO BE IN COMPLIANCE WITH THE P.A. 1967, ALSO KNOWN AS SUBDIVISION ACT, AND THE TOWNSHIP CLERK FOR THE PLAT OF THE TOWNSHIP OF AVON HAS DEPOSITED WITH A REASONABLE LEAD OF TIME, NOT TO EXCEED ONE YEAR FROM THE ABOVE DATE, THE MUNICIPALITY HAS ADOPTED A SUBDIVISION CONTROL ORDINANCE AND THAT ALL OTHER EASEMENTS ARE PRIVATE EASEMENTS ON THE PLAT, AND THAT THE EASEMENTS SHALL HAVE PREFERENTIAL ACCESS TO LAWRENCE ROAD.

*[Signature]*  
TOWNSHIP CLERK

### COUNTY PLAT BOARD CERTIFICATE:

THIS PLAT HAS BEEN REVIEWED AND IS APPROVED BY THE OAKLAND COUNTY PLAT BOARD AS BEING IN COMPLIANCE WITH ALL OF THE PROVISIONS OF ACT 288, P.A. 1967, AND THE PLAT BOARD'S APPLICABLE RULES AND REGULATIONS.

*[Signatures]*  
TOWNSHIP CLERK  
REGISTER OF DEEDS

### RECORDING CERTIFICATE:

STATE OF MICHIGAN  
OAKLAND COUNTY

THIS PLAT WAS RECEIVED FOR RECORD ON THE 28th DAY OF JUNE 1978, AT 11:15 A.M., AT THE OFFICE OF THE REGISTER OF DEEDS, OAKLAND COUNTY, MICHIGAN.

*[Signature]*