

BUILDING AND USE RESTRICTIONS

The Building and Use Restrictions and other restrictions and covenants hereinafter set forth shall be applicable to all lands situated in the Township of West Bloomfield, Oakland County, Michigan described as:

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Lots 1 through 127 inclusive, West Bloomfield Woods, of part of the east 1/2 of Section 32, T. 2 N., R. 9 E., West Bloomfield Township, Oakland County, Michigan as recorded in Liber 154 Pages 33, 34 and 35, Oakland County Records.

The building and use and other restrictions and covenants hereinafter set forth constitute a general plan for the development and improvement of the above described property as a desirable residential development, which shall run with the land and which shall be binding on the parties hereto and all parties and all the persons claiming under them as provided hereafter.

By inference or otherwise, these restrictions and covenants are not to be construed as covering any lands other than the lots mentioned herein.

1. LAND USE AND BUILDING TYPE. No lot shall be used for other than residential purposes, and no building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage or carport, which garage or carport may be attached to the dwelling.

2. DWELLING SIZE. Any dwelling erected, altered, placed or permitted to remain on said property shall contain a ground floor area of not less than 1,300 square feet in the case of a one story structure; nor less than 1,100 square feet on the first floor in the case of a 1-1/2 story structure; nor less than 900 square feet on the first floor area of a two story or bi-level structure; nor less than 1,300 square feet in the case of a tri-level or multi-level structure, of which the total of all levels may be combined in arriving at such 1,300 square foot requirement. Every home must have a minimum of a two car attached garage.

Garages shall not be considered a part of any such dwelling in computing ground or other floor area.

3. BUILDING LOCATION. Minimum spacing between houses is to be ten (10) feet except that this may be reduced to six (6) feet between garages or between a garage and a living area. The combined total of the width of the two side yards on any lot must not be less than twenty (20) feet. No house may be constructed closer than five (5) feet from any side lot line unless an easement in a form satisfactory to West Bloomfield Township has been recorded which guarantees the right of the home owner to go onto the adjacent lot solely for maintenance purposes. This easement shall be limited to the number of feet necessary to total five feet of maintenance access. Example: If a house is constructed two (2) feet from its lot line, easement shall be over only three (3) feet of the adjacent lot. All buildings shall be set back at least fifty (50) feet from the edge of any internal private street providing general circulation through the site. All buildings shall be set back at least thirty-five (35) feet from the right-of-way of any internal public street. Any building fronting on an existing street shall be set back from the street as required in Article XIII of Ordinance No. 56 Schedule of Regulations of West Bloomfield Township. In those parcels where the topographic conditions set forth in Paragraph 'b' of Qualification of Parcel, Sub-Paragraph 2, are utilized and on lands having slopes in excess of fifteen (15%) percent between the street and front building line, for each one (1%) percent over fifteen (15%) percent, the setback may be reduced by five (5) feet, but in no instance shall a structure be closer than twenty (20) feet. Rear yards shall be a minimum of thirty-five (35) feet unless the rear of a lot is adjacent to a dedicated park in which event the rear yard shall be at least twenty-five (25) feet.

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4. LOT AREA AND WIDTH. Nothing contained herein shall be so construed as to prevent any owner of property from erecting a permitted type of residential building on a parcel of land consisting of one or more full platted lots or fractions thereof, without references to the platted lot lines other than to observe the setback requirements hereinabove described from front and other property lines, provided that no single residence building and then only one such permitted building, shall be erected, placed or permitted to remain on any parcel of land which does not have at least an area of 10,000 square feet and 80 foot frontage at the front building setback line excepting however, that a single residence dwelling may be constructed on any of the subject lots as platted.

5. HOMEOWNERS ASSOCIATION. The owners of all lots shall be members of the West Bloomfield Woods Homeowners Association and be bound by the conditions set forth in the recorded Declaration of Covenants, Conditions and Restrictions and any Amendments thereto.

6. EASEMENTS. The areas designated as easements for public utilities on the recorded plat are also drainage easements and are dedicated to the use of the abutting lot owners for the passage of surface water. No structure or earth fill or obstruction is to be placed on said area that would interfere with the free passage of said drainage waters. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except those improvements for which a public authority or utility company is responsible.

7. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

9. FENCING. No fence or wall shall be erected, placed or altered on any lots nearer to any front street than the minimum building setback line except houses used as models or former models.

10. SIGNS. Only the following signs may be displayed to the public view on any lot in the Subdivision: (1) One professional sign of not more than two square feet, (2) One sign of not more than five feet square advertising the property for sale or rent by an individual property owner desiring to sell or rent, (3) Those signs used by a builder to advertise the property during the construction and sales period.

11. LIVESTOCK AND POULTRY. No animals, livestock, birds or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other common household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.

12. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in closed sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. TREES. At least two (2) deciduous or evergreen trees having at least a three (3) inch caliper measured one (1) foot above the ground shall be planted in the front yard of each lot in addition to existing vegetation.

14. ARCHITECTURAL CONTROL

A. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the proposed location of the structure on the lot or building plot have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography, finish grade elevation, existing shade trees, building lines and these restrictions. The Architectural Control Committee expressly reserves the right to reject any plan submitted because of lack of harmony or external design with existing structures; or any plans that, respecting front building line, do not harmonize with nearby existing structures or do not permit the preservation of existing shade trees. Approval shall be as hereinafter provided.

B. The maximum finish grade line and the minimum grade line of each lot shall be individually established by the Architectural Control Committee, topography of the lot being considered. No structure shall be erected, altered, placed or permitted to remain on any lot unless the finish grade thereof shall conform to the line established by said Architectural Control Committee upon presentation of proposed plans and specifications covering proposed construction on such lot. Such determination of the Architectural Control Committee must be through written memoranda.

C. The Architectural Control Committee is composed of the officers from time to time of Republic Development Corporation, a Michigan corporation, and anyone else so designated by them by written memoranda. A majority of the Committee may designate a representative to act for it by written memoranda. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor by written memoranda. Neither the members of the Committee nor its designated representative shall be entitled to compensation for services performed pursuant to this covenant. In the event of the termination of the charter of Republic Development Corporation for any reason, a majority of the last Board of Directors shall constitute the Architectural Control Committee, which Committee shall have the same rights, duties and powers as is otherwise in this paragraph provided.

D. All requests of lot owners as well as the Committee's approval or disapproval as required in these covenants shall be in writing and dated. In the event the Committee or its designated representative fails to approve or to disapprove within thirty (30) days after submission to it of plans, specifications and written request for the approval thereof signed by the owner, or in any event, if no suit to enjoin construction has been commenced prior to completion thereof, approval will not be required and the related covenants shall be deemed to have been complied with, provided the same shall not be in violation of the limitations expressly elsewhere herein incorporated. It is the intent and purpose of this provision to require the lot owner to obtain approval of the Committee and that a failure to obtain such approval because of lapse of time shall not give lot owner a right to deviate from the minimum requirements herein specified. Written approval of proposed plans and plot plans must be obtained from the Architectural Control Committee before application is made to the Township to issue a building permit, and the issuance of a building permit shall in no way operate as a waiver of any of the requirements of the provisions of these Building and Use Restrictions.

15. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed 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 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

16. TERMS OF RESTRICTIONS. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

17. ENFORCEMENT. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages.

18. SEVERABILITY. Invalidity of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seals this
2nd day of December, 1977

Signed in the presence of:

Mary Sue Streit
 Mary Sue Streit

Loretta Carroll
 Loretta Carroll

REPUBLIC DEVELOPMENT CORPORATION
 a Michigan corporation

By Howard M. Binkow
 Howard M. Binkow
 Executive Vice President

RECORDED
 1977 DEC-5 PM 1:51
 CLERK OF DEEDS
 OAKLAND COUNTY, MICHIGAN

STATE OF MICHIGAN)
 COUNTY OF OAKLAND) ss

On this 2nd day of December, 1977, before me personally appeared Howard M. Binkow, to me personally known, who being by me duly sworn, did say that he is the Executive Vice President of REPUBLIC DEVELOPMENT CORPORATION, a Michigan corporation, the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and Howard M. Binkow acknowledged said instrument to be the free act and deed of said corporation.

Mary Sue Streit
 Mary Sue Streit, Notary Public
 Oakland County, Michigan

My commission expires 5/31/81
 Prepared by:
 Howard M. Binkow
 31275 Northwestern Highway, Suite 100
 Farmington Hills, Michigan 48018

When recorded return to:
 Republic Development Corporation
 31275 Northwestern Highway, Suite 100
 Farmington Hills, Michigan 48018