

BUILDING & USE RESTRICTIONS OF EAST LINCOLNSHIRE SUBDIVISION #3.

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THIS DECLARATION, made this 1st day of April, 1968, by The Parkland Company, a Mich. corp., of 650 Livernois Avenue, Ferndale, Michigan, and The Detroit Bank and Trust Co., a Michigan Banking Corp., Trustee under Agreement dated June 6, 1962 and recorded in Liber 4339, Page 770, Oakland County Records,

WITNESSETH:

WHEREAS, THE DETROIT BANK AND TRUST CO., a Mich. Banking Corp., Trustee under Agreement dated June 6, 1962, recorded in Liber 4339, Page 770, Oakland County Records, is the titleholder and THE PARKLAND COMPANY, is the Land Contract Purchaser of all of the land hereinafter described, and

WHEREAS, the proprietor, hereinafter referred to as the grantors and the Vendee in a plat known as East Lincolnshire Subdivision No. 3, a subdivision of part of the Northwest 1/4 of Section 24, Town 1 North, Range 9 East, Farmington Township, Oakland County, Michigan, and

WHEREAS, the said plat of said subdivision, having been duly approved by proper governmental authorities, has been recorded in the Office of the Register of Deeds for Oakland County, in Liber 123, Pages 1 and 2, and

WHEREAS, it is the purpose and intention of this agreement that all of the lots in said subdivision, except as hereinafter provided, shall be conveyed by the Grantors, subject to reservations, easements, use and building restrictions provided to establish a general plan of uniform restrictions in respect to said subdivision, and to insure the purchasers of lots therein, use of the property for attractive residential purposes and to secure to each lot owner full benefit and enjoyment of his home and to preserve the general character of the neighborhood.

IT IS HEREBY DECLARED that the following general restrictions are covenants running with the land, binding on the heirs, personal representatives, successors and assigns of the Grantors, and the Grantees of all individual lots in said subdivision for the time limited to this instrument:

1. USES OF PROPERTY

(a) Each lot shall be used for providing residence purposes only and no building of any kind whatsoever shall be erected, re-erected, moved or maintained thereon, except, a private dwelling house. Such dwelling house shall be designed and erected for occupation by a single private family. A private attached garage or attached car-port, for the sole use of the respective owner or occupancy of the lot, may be provided. Only one dwelling may be erected on each lot, and no lot may be divided, unless, used in conjunction with the adjoining lot.

(b) Notwithstanding that which is contained hereinto the contrary, the Grantors, his agents or sales representatives may occupy and use any house built in the subdivision, or a temporary building, as a sales office for handling sales of lots and/or houses until all of the lots and/or houses built in this subdivision shall have been sold.

(c) The parking or storage of commercial vehicles, except, while making normal deliveries, shall not be permitted on any lot in this subdivision.

(d) 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. 021704 7.01

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(e) House trailers, boats or boat trailers or commercial vehicles (except while making normal deliveries) shall not be stored or parked on any lot except, within a private attached garage or carport.

2. CHARACTER AND SIZE OF BUILDING

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

(b) Fences, garden walls, and other devices used from time to time in separating properties, may be constructed or erected only after plans, details and materials of such proposed fence, wall or other device shall have first been submitted in writing, to the Grantors or Architectural Control Committee and the same shall have been approved by it or them. In any event, no fence shall extend on either side of the lot toward the front of the lot farther than the rear line of the house on each side.

(c) The Grantors and/or Architectural Control Committee shall have the right to refuse to approve any such plans or specifications or grading plan, 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 erect the same, and the harmony as planned, in view of the outlook from the adjacent or neighboring properties. It is understood and agreed that the purpose of this paragraph is to cause the platted lands to develop into a beautiful harmonious private residence section, and, if a disagreement on the points set forth in this paragraph should arise, the decision of the Grantors or the Architectural Control Committee shall control.

(d) However, in the event the Grantors or the Architectural Control Committee shall have failed to approve or disapprove such plans and location within 30 days after the same shall have been delivered to the Grantors or to such committee, then such approval will not be required, provided, the plans and locations on the lot conform to, or are in harmony with existing structures in the subdivision, these restrictions and any zoning law applicable thereto.

(e) In any case, with or without the approval of the Grantors, or the Architectural Control Committee, 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 be not less than 1,700 square feet; in the case of a one and one-half (1-1/2) story building, the ground floor living area shall not be less than 1,200 square feet; in the case of a multi-level building, the first and second level living area shall not be less than 1,000 square feet each; in the case of a two-story building, the total floor living area shall not be less than 2,000 square feet. All garages and/or carports, when constructed, must be attached to the building, either directly or by use of a covered breezeway or covered porch. The area of the garages, carports and open porches shall not be included in computing the above areas.

3. BUILDING LINES

No building on any of said lots shall be erected nearer than 35 feet to the front lot line or nearer than 8 feet to the side lot line or nearer than 10 feet to side line on any corner, or nearer than 20 feet to the rear lot line, except by written consent of the Grantors which consent the Grantors are empowered to give.

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4. ANIMALS

No chickens, other fowl or livestock shall be kept or harbored on any of the said lots. No animals shall be kept or maintained on any lot, excepting household pets for use by the owner(s) and members of his family. No animals shall be kept on the premises for any commercial purpose. 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 Grantors, and must be disposed of within 30 days, if so requested, in writing, by the Grantors or its authorized representative. At no time, shall any horses be kept on the land.

5. SIGNS

No sign or billboard shall be placed or maintained on any lot, except that one sign advertising the lot or house and lot for sale or lease and having not more than three (3) square feet of surface and the top of which shall be three (3) feet or less above the ground, may be erected and maintained on any of said lots; provided, however, such other signs may be erected and maintained on lots as are permitted, in writing by the Grantors.

6. EASEMENTS

Easements and rights-of-ways are hereby reserved as shown on the recorded plat. In addition to the above, easements and rights-of-ways are reserved in and over a strip of land six (6) feet in width along all rear and side lot lines, and five (5) feet in width along all front and street corner side lot lines to be used wherever it may be deemed necessary for the installation or maintenance of telephone or electric poles, lines, or conduits or sewer, gas lines or water mains for drainage purposes, for road maintenance, or for the use of any other public utility deemed necessary or advisable by Grantors. The use of all or part of such easements and rights-of-ways may be granted or assigned, at any time, hereafter, by the Grantors to any person (s), firm (s), governmental unit (s), or agency (ies) or corporation (s) furnishing any such services.

7. 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.

8. ARCHITECTURAL CONTROL COMMITTEE

The Grantors hereby name and constitute the following persons as members of the Architectural Control Committee: HARRY K. LIEBERMAN and MARILYN D. LIEBERMAN, whose methods and procedure (s) shall be as follows:

(a) A majority of the Architectural Control Committee may designate a representative from among its members to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed, pursuant to this covenant.

(b) The committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the committee or its designated representative fails to approve or disapprove, within 30 days after plans have been submitted to it, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with, except as provided in paragraph 2, sub-section (d).

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9. MAINTENANCE FUND

(a) All of the land included in said plat, whether owned by the Grantors or by others, except, streets and parks maintained for the general use of the owners of land included in said tract, and except, land taken or sold for public improvements or uses, shall be subject to an annual maintenance charge at the rate of \$5.00 per lot, commencing January 1, 1968, and at such a rate as may be determined by the Grantors of the East Lincolnshire Subdivision No. 3 Improvement Association, which may hereafter be formed as provided herein for each year thereafter for the purpose of creating a fund to be known as the Maintenance Fund, to be paid by the respective owners of the land included in said tract to the Grantors, annually, in advance, on the first day of January, in each year, commencing with January 1, 1968.

(b) Said annual charge may be adjusted from year to year, after 1967, by the Grantors or the East Lincolnshire Subdivision No. 3 Improvement Association, as the needs of the property may, in their judgment, require, but, in no event shall such a charge be raised above \$20.00 per lot, except, by the approval and consent, in writing, of the owners of 75% of the lots in said plat, which approval and consent, shall make any such additional assessment binding upon all of the owners of property in said plat.

(c) Said maintenance fund shall be used for such of the following purposes as the Grantors hereto or the Association shall determine necessary and advisable: For improving and maintaining roadways of said property; for planting trees and shrubbery and the care thereof; for collecting and disposing of garbage, ashes and rubbish; for employing night watchmen; for caring for vacant property; for removing grass and weeds; for constructing, purchasing, maintaining or operating any community service, or for doing any other thing necessary or advisable, in the opinion of the Grantors hereto for keeping the property neat or in good order; for those purposes incidental to the health or general welfare of the property owners; for expenses incidental to the examination of plans as herein provided, and to the enforcement of these building restrictions, conditions, obligations, reservations, rights, powers and charges.

(d) It is expressly agreed that the Maintenance Fund charge referred to herein, including any expenses incurred in removing or completing any building, in accordance with the preceding paragraph, shall be a lien and encumbrance on the land with respect to which said charges are made and it is expressly agreed that by the acceptance of title of any of said lots, the owner (not including thereby the mortgagee, as long as he is not the owner) from the time of acquiring title thereto, shall be held to have covenanted and agreed to pay to the first party hereto, 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 the ownership thereof. A certificate, in writing, signed by the Grantors hereto or its agent, shall be given on demand to any owner liable for said charges, which shall set forth the status of such charges. This certificate shall be binding on the said parties hereto.

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

10. LOT OWNERS ASSOCIATION

At any time after the sale by Grantors of nine-tenths in number of the lots in said subdivision (execution of a land contract constituting a sale for the purposes of this section) the Grantors may appoint and constitute an association of lot owners to be known as East Lincolnshire Subdivision No. 3 Improvement Association, to exercise all rights, privileges and duties of supervision and control, in connection with these restrictions, which are reserved hereon to the Grantors, and upon the execution and recording of

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appropriate instruments of appointment by the Grantors, the said Association shall thereupon have and exercise all rights reserved to the Grantors and the Grantors shall be fully released and discharged from further obligations and responsibilities in connection therewith.

11. VIOLATIONS

Violation of any restriction or condition or breach of any covenant or agreement herein contained shall give the grantors, 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 erection, sign, thing or condition that may be or exist contrary to the intent and meaning of the provision hereof, and the Grantors shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

12. TERM OF RESTRICTIONS

All of the restrictions, conditions, covenants, charges and agreements contained herein shall continue in force for a period of 25 years from the date of recording hereof and shall automatically be continued thereafter for successive periods of 10 years each, provided, however, that after 10 years from the date of recording hereof, the owners of the fee of two-thirds or more of the lots in said subdivision may release all or part of said lots from all or any portion of these restrictions by executing and acknowledging an appropriate agreement or agreements, in writing, for such purposes and recording the same in the Office of the Register of Deeds for Oakland County.

13. SEVERABILITY

Each restriction 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.

IN WITNESS WHEREOF the titleholder and land contract purchaser herein have set their hands and seals on the day and year first above written.

IN THE PRESENCE OF:

Mitchell Choukourian
Mitchell Choukourian

Lucille Spafrow
Lucille Spafrow

Mitchell Choukourian
Mitchell Choukourian

Lucille Spafrow
Lucille Spafrow

THE DETROIT BANK & TRUST CO.,
a Michigan Banking Corp., Trustee
under Agreement, dated June 6, 1962,
recorded in Liber 4339, Page 770,
Oakland County Records

BY: Carl W. Kersten
Carl W. Kersten, Trust Officer

BY: Robert W. Rees
Robert W. Rees, Ass't. Trust
Officer

THE PARKLAND COMPANY, a Mich.
corporation

BY: Harry Lieberman
Harry Lieberman, President

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