

the Kendallwood Corporation

as to

Kendallwood Subdivision No. 2

Declaration of Restrictions

Dated December 9, 1955

Acknowledged December 9, 1955

Recorded December 23, 1955

Liber 3459, Pages 317-320

WHEREAS, The Kendallwood Corporation is the assignee of vendee's interest in and to four certain land contracts dated November 15, 1955, June 1, 1955, and June 1, 1955, which together cover all of the land hereinafter described, and

WHEREAS, Samuel Davis, Mark D. Bachelor and Edna E. Bachelor, his wife, Ernest F. Esch and Minnie Esch, his wife, are vendors under the above mentioned land contracts, and

WHEREAS, the said Kendallwood Corporation has become proprietor in a plat of part of the premises covered by said aforementioned land contracts, known as Kendallwood Subdivision No. 2, a subdivision of part of the W. 1/2 of Section 10, 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 82 of Plats, Pages 19 and 20, and

WHEREAS, said recorded plat covers Lots numbered 312 to 473 inclusive, and

WHEREAS, it is the purpose and intention of this agreement that all of the lots in said subdivision shall be conveyed by the Grantor subject to identical reservations, easements, use and building restrictions in order 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 only, 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 heirs, personal representatives, successors and assigns of the Grantor, and the Grantees of all individual lots in said subdivision, and heirs, personal representatives, successors and assigns of such Grantees for the time limited in this instrument:

#### 1. USES OF PROPERTY

Each lot shall be used for providing residence purposes only and no building of any kind whatsoever shall be erected, reerected, 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 occupant 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 full lot.

#### 2. CHARACTER AND SIZE OF BUILDINGS

No building, septic tank, or septic field, fence wall or other structure 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 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 to and approved in writing by the Grantor or the Architectural Control Committee, and a copy of said plans and specifications as finally approved, lodged permanently with said Grantor, or said committee.

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Any covenant, condition or restriction in this document indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, age, familial status or national origin is omitted as provided in 42 U.S.C. § 3607, unless and only to the extent that the restriction (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. § 3607, or (c) relates to a handicap, but does not discriminate against handicapped people.

The Grantor and/or the 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 Grantor, or the Architectural Control Committee shall control. No building or structure shall be built using cement or cinder block, asbestos siding, or stucco on exterior walls.

However, in the event the Grantor 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 Grantor, or to such committee, then such approval will not be required provided the plans and location on the lot conform to, or are in harmony with existing structures in the tract and these restrictions, and any zoning law applicable thereto.

In any case, with or without the approval of the Grantor, 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, or a one and a half story building, the ground floor living area shall be not less than 1100 square feet. The cubical content of any dwelling, exclusive of garage or car-port, shall be not less than 13,000 cubic feet measured from the bottom of the first floor joists. All garage and/or car-ports must be attached to the dwelling, either directly, or by use of a covered breezeway or covered porch. Only a one or a one and a half story house may be built on any lot.

### 3. BUILDING LINES

No building on any of said lots shall be erected nearer than 40 feet, or more than 50 feet, to the front lot line or nearer than 10 feet to the side or rear lot line, or nearer than 25 feet to side line on any corner. The Grantor, or the Architectural Control Committee shall determine front line and side line setbacks on each house, within above limits.

### 4. ANIMALS

No chickens, other fowl or live stock 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 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 and must be disposed of within 30 days if so requested in writing by the Grantor or its authorized representatives. At no time shall any horses be kept on the land.

### 5. SIGNS

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

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#### 6. EASEMENTS

Easements and rights of way are hereby reserved as shown on the recorded plat. In addition to the above, easements and rights of way are reserved in and over a strip of land six feet in width along all rear and side lot lines wherever it may be deemed necessary for the installation or maintenance of telephone or electric poles, line, or conduits, or sewer, gas lines or 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 or corporation furnishing any such service.

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

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.

#### 8. ARCHITECTURAL CONTROL COMMITTEE

The Grantor hereby names and constitutes the following persons as members of the Architectural Control Committee: Charles F. Brown, Ross S. Campbell, Samuel Hoffman, Ernest F. Scherer, and Gordon Williamson, whose methods and procedure shall be as follows:

a. Membership: 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. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

b. Procedure: 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, or in the event, 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.

#### 9. VIOLATIONS

Violation of any restriction 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 erection, thing or condition that may be or exist contrary to the intent and meaning of the provision 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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10. 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 2/3 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, Michigan.

11. 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.

The Kendallwood Corporation signed and acknowledged by Ross D. Campbell, Vice President and C. J. Fleming, Secretary.

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J.T.