

Suburban Estates, Inc.  
Fred E. German and Lela V.  
German, and Ray S. Marsh and  
Leon R. Marsh

RESTRICTIONS ON WOODBROOK SUBDIVISION

Declaration of Restrictions  
Dated January 7, 1957  
Acknowledged January 7, 1957  
Recorded January 8, 1957  
Liber 3641, Pages 335-339

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 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 upon heirs, personal representatives, successors and assigns of the Grantor, and upon the purchasers of each and every individual lot in said subdivision (except as hereinabove provided) and heirs, personal representative, successors and assigns of such purchaser 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 and appurtenant buildings as hereinafter provided. Such dwelling house shall be designed and erected for occupation by a single private family and a private attached garage for the sole use of the respective owner or occupant of the lot upon which such garage is erected. Such garage may have living quarters in connection therewith for use and occupancy by servants of the owner of the respective lot. Other buildings may be erected only if approved by the Grantor in such manner and location as the Grantor may in its sole discretion permit in writing.

2. CHARACTER AND SIZE OF BUILDINGS. No building, 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 its authorized agent, and a copy of said plans and specifications as finally approved lodged permanently with said Grantor, and unless all buildings or additions thereto are built by a licensed building contractor.

The Grantor 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 shall control.

However, in the event the Grantor or its agents have failed to approve or disapprove such plans and locations within thirty (30) days after the same delivered to the Grantor, 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.

In any case, with or without the approval of the Grantor, no dwelling shall be permitted on any lot in the subdivision unless it is built with an attached garage, and unless, in the case of a one story house, with full basement, the ground floor area thereof shall be not less than 1300 square feet; in the case of a one story house, with less than a full basement or no basement, the ground floor area thereof shall be not less than 1400 square feet; in the case of a one and a half story house, with full basement, the ground floor area thereof shall be not less than 1200 square feet; in the case of a one and a half story house, with less than a full basement or no basement, the ground floor area thereof shall be not less than 1300 feet; in the case of a tri-level house, the total area of the two top levels (which shall not be less than the entire house area within its walls) shall be not less than 1100 square feet if the garage is added to the main building as an addition, and 1400 square feet if the garage is in the lower level; in the case of a two story house, with or without basement, the ground floor area thereof shall be not less than 1100 square feet. The cubical content of any house shall be not less than 14,000 cubic feet, measured from the bottom of the first floor joists, and such cubical content shall include only the living area of such house. The area and volume of the garage may not be included in any of the above computations.

3. BUILDING LINES. No building on any of said lots shall be erected nearer than 50 feet to the front lot line or nearer than 15 feet to the side or rear lot line except by written consent of the Grantor, which consent the Grantor is empowered to give.

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 thirty (30) days if so requested in writing by the Grantor or its duly authorized representatives. At no time shall any horses be kept on the land.

5. SEWAGE. Septic tanks for the proper and sanitary disposal of sewage shall be installed for each residence building. No septic tank shall be constructed nearer than 10 feet to any boundary line or any lot. No septic tank or means of sewage disposal shall be installed until approved and permitted by the State Board of Health or by other lawfully constituted and authorized public health authority having jurisdiction.

6. SIGNS. No sign or billboard shall be placed or maintained on any residence lot, except that one sign advertising 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.

7. EASEMENTS. Easements and rights of way are hereby reserved in and over the rear six feet of each of the said lots and also over a strip of land six feet in width along the side lot lines wherever it may be deemed necessary by the Grantor for the installation or maintenance of telephone or electric poles, lines or conduits, or sewer, gas or water mains, for drainage, or any other service deemed necessary or advisable by the Grantor. Easements for over-hanging wires for Edison or telephone service are also reserved for any other location where deemed necessary by the Grantor.

8. REFUSE. No refuse pile or other unsightly or objectionable feature shall be allowed on any of said lots unless the same shall be properly concealed. Refuse, ashes, garbage and debris of any kind shall be cared for in such a manner as not to be offensive to neighboring property owners.

9. MAINTENANCE FUND. (a) All the land included in said plat, whether owned by the Grantor 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 used, shall be subject to an annual maintenance charge at the rate of \$10.00 per lot commencing January 1, 1958, and at such a rate as may be determined by the Grantor or the Woodbrook 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 Grantor annually, in advance on the first day of January in each year, commencing with January 1, 1958.

(b) Said annual charge may be adjusted from year to year, after 1958, by the Grantor or the Woodbrook Association, as the needs of the property may in their judgement 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 Grantor 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 or weeds; for constructing, purchasing, maintaining or operating any community service, or for doing any other things necessary or advisable in the opinion of the Grantor hereto for keeping the property neat or in good order; for expenses incident 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 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 Grantor 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 Grantor 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 Grantor be necessary or advisable for the collection of such charges.

10. LOT OWNERS ASSOCIATION. At any time after the sale by Grantor of nine tenths in number of the lots in the said subdivision (execution of a land contract constituting a sale for the purposes of this section) the Grantor may appoint and constitute an association of lot owners, to be known as the Woodbrook Association, to exercise all rights, privileges and duties of supervision and control in connection with these restrictions which are reserved herein to the Grantor and upon the execution and recording of appropriate instruments of appointment by the Grantor, the said Association shall thereupon have and exercise all rights reserved to the Grantor and the Grantor shall be fully released and discharged from further obligations and responsibilities in connection therewith.

11. VIOLATIONS. Violations 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 (upon or 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.

12. TERM OF RESTRICTIONS. All of the restrictions, conditions, covenants, charges and agreements contained herein shall be covenants running with the land and 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 25 years from the date of recording hereof the owners of the fee of two-thirds (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.

13. SEVERABILITY. Each restriction and clause here in intended to be severable and in the event that any one of such is for any reason held void, it shall not affect the validity of the remaining covenants and restrictions.

Recorded January 10, 1957, in the office of the Register of Deeds for Oakland County in Liber 3641, pages 335-339.