

# GUIDE TO AMENDED AND RESTATED DEED RESTRICTIONS COMPARED TO 1958 RESTRICTIONS

## RECITALS

- A. *Updates the legal description of the Subdivision and where the description is filed.*
- B. *Establishes that the supervision of the subdivision is now in the hands of the Association. See also the first paragraph of Article 8; Association Assessments and Lien rights.*
- C. *Restates that two-thirds of the homeowners need to approve these Revised and Restated Restrictions.*
1. **Definitions.** *Section added.*
2. **Intent.** *Restates that the purpose of the Restrictions is to provide each homeowner the opportunity to fully enjoy their home and to preserve the general character of the neighborhood.*
3. **Lot 1.** *Added to clarify potential uses of the Pump House Lot.*
4. **Outlot A.** *and...*
5. **Outlots B, C and D.** *Updates the language regarding ownership of the Outlots. No content changes.*  
*(Note: Outlot A is the beach, B is the lake adjacent to the beach, C is the main y-shaped lake and D is the small pond at the entrance to the sub. See map in the center of the directory.)*
6. **Use of Outlots A, B, C and D.** *Minor revisions to language in lead paragraph. No changes to items A, B, C, D and F.*

### Revised Restrictions

E. No dock shall be constructed along the lake edge **without the prior written approval of the Association.** *Language in bold added.*

G. Pumping of water from Outlots B, C and D for any purpose is prohibited.  
*Was covered in Article Sixteenth in 1958 Restrictions.*

H. Discharge of fireworks is not permitted from the Outlots. *New rule added.*

## 7. General Restrictions

**First – Type of Building.** *Format change only. No revisions to content.*

**Second – Size of Building.** *Eliminates prohibition on two story houses and the cubic feet requirement, and brings the new restriction into conformance with the Townships' ordinances.*

### Revised Restrictions

The residence size must conform to the applicable regulations and ordinances of the Township of West Bloomfield and the Township of Bloomfield (“Townships”).

### Replaces

#### Fifth – Size of Building

It shall be construed that the following square foot limits affecting all lots in Shorewood Hills shall be the measurement of the livable floor space and the main residence only, and shall not include any basement, porch or garage.

A. One and one half story houses one thousand seven hundred fifty square feet (1750) of floor area at the first floor level.

B. Two story houses shall not be erected in the subdivision

C. All dwellings shall provide at least twenty thousand (20,000) cubic feet content in the main residence, not including basement, breezement or garage.

**Third – Approval of Grades and Floor Levels** *Continues to give the Association authority to approve grades and floor levels and references Townships’ regulations and ordinances limiting dwellings to two stories from the existing nominal ground line.*

Revised Restrictions

The Association shall have jurisdiction over the grades and floor levels of the dwellings and garage proposed to be erected by an owner of a Lot, and the owner shall indicate, upon submitting plans for building and development of the Lot, the relative levels at which such improvements are to be placed.

Dwellings on Lots are limited to a maximum of two stories as defined in the Townships’ regulations and ordinances, as measured from the existing nominal ground line. Backfilling to provide a “walk out” at the existing nominal ground line is prohibited.

Replaces

Seventh – Approval of Grades and Floor Levels

The grantor or its authorized representative shall have jurisdiction over the grades and floor levels of the house and grounds proposed to be erected by the purchaser, and said purchaser shall indicate, upon submitting plans for building or development of the grounds, the relative levels at which such improvements are to be placed.

**Fourth – Approval of Plans** *Added.*

Revised Restrictions

Prior to submission to the Township, the Association must approve plans for the following:

- A. New dwelling or alterations that affect the exterior appearance to an existing dwelling.
- B. Additions or modifications to major structures on a Lot, including by way of example only, swimming pools, decks, gazebos and large play structures.

**Fifth – Building Line** *Brings Restrictions into conformance with Townships’ ordinances.*

Revised Restrictions

Building lines must be in conformance with the Townships’ regulations and ordinances.

Replaces

Third – Building Line

The aforesaid building lines shall extend as follows:

- A. A minimum setback of 40 feet from all street lines.
- B. A minimum of 16 feet from the interior or side lot lines.
- C. It is further specified that the Main residence, including all porches or other projections thereof, shall be set within lines to be approved in writing by the grantors or their duly authorized representative.

**Sixth – Easements** *Brings Restrictions into conformance with Townships’ ordinances.*

Revised Restrictions

The easements for public utility purposes, drainage and sewers are depicted on the Subdivision’s Plat and usage of the easements must conform with the Townships’ regulations and ordinances.

Replaces

Fourth – Easements

The Easements for public utility purposes, drainage and sewers are read by the grantor as shown on the plat. No lot owner shall reserve or grant any easement, right of way in, upon, under or over his lot for conduits, poles, driveways, pathways or for any other purpose without the consent in writing of the granters or their duly authorized representative.

**Seventh – Lot Boundary Treatment** *Simplifies language.*

Revised Restrictions

Fences, hedges, landscape planting or stone walls may be used to outline, protect or designate individual Lots. All boundary treatments, including fences, must be approved by the Association. No fence or wall of any type or character shall be permitted on the side Lot lines or water line of Lots fronting on Outlots B and C which shall be nearer than 40 feet to the water line.

Replaces

Eighth - Lot Boundary Treatment

Approved fences, hedges, landscape planting or stone walls may be used to outline, protect or designate individual lots, provided, however, that such boundary indications must be of a given character throughout a sufficiently large section of the subdivision to prevent excessive variety. All fence designs must be approved and no fence or addition thereto, vertical or horizontal, shall be erected or maintained without the consent of Shorewood Hills developers. Fences of metal in any forms shall not be permitted. No fence or wall of any type or character shall be permitted on the side lot lines or water line of lots fronting on Outlot B and C which shall be nearer than 40 feet to the water line.

**Eighth – Trees and Surface Soil** *Brings Restrictions into conformance with Townships' ordinances.*

Revised Restrictions

Tree removal must conform to the Township's regulations and ordinances. Surface soil shall not be dug and removed from any Lot for purposes other than building and landscaping on said Lot without the prior written approval of the Association.

Replaces

Ninth – Trees and Surface Soil

No trees six (6") or more inches in diameter shall be removed or cut nor shall surface soil be dug and removed from any lot for purposes other than building and landscaping on said lot without consent of developer or its duly authorized representative.

**Ninth – Signs** *Removes language regarding size of signs and addresses temporary signs.*

Revised Restrictions

No permanent signs, posters, billboards or advertising of any sort shall be erected or displayed within the Subdivision or upon any building or fence thereof. One "for sale" or one "for rent" sign may be posted on a single Lot as appropriate. Other temporary signs, such as those for elections or yard sales, are permitted but must be removed as soon as possible after the event.

Replaces

Tenth - Signs

No signs, posters, billboards or advertising of any sort shall be erected or displayed within the subdivision or upon any building or fence thereof except one for sale, or for rent sign which may not exceed three square feet in size to be erected on any one parcel or lot; provided however, that the subdivision sales signs of larger size may be erected and displayed by the grantors or their duly authorized representatives.

**Tenth – Garbage and Refuge** *Brings Restrictions into conformance with Townships’ ordinances.*

Revised Restrictions

Refuse, garbage and debris of any kind shall be cared for in such manner as not to be offensive to neighboring property and curb placement must comply with the Townships’ regulations and ordinances.

Replaces

Eleventh – Garbage and Refuge

Refuse, ashes, garbage and debris of any kind shall be cared for in such manner as not to be offensive to neighboring property.

[Note: the Townships’ ordinances are:

“No solid waste, recyclable material or yard clippings shall be placed at curbside for collection prior to 6:00 p.m. on the day immediately preceding a scheduled collection day. All storage containers and any waste not removed by the designated waste hauler shall be removed from curbside by 7:00 p.m. on the scheduled collection day.” WB

“Items for weekly collection such as trash, compost, recycling, and large items may be placed at curbside anytime after noon the day before your regular collection. All containers must be removed from curbside or doorside within 12 hours following collection. All items must be out by 7:00 AM on the scheduled collection day.” BT]

**Eleventh – Sewage** *Revises language on who manages the sewer/septic system and brings Restrictions into conformance with Townships’ ordinances.*

Revised Restrictions

All sewage shall be disposed of by septic tank or other sanitary methods approved by the Oakland County Health Division or by such other public body as may succeed to its duties and functions. The design of every septic tank and its appurtenant drainage system must also comply with the Townships’ regulations and ordinances. No sewage effluent from septic tanks, garbage or other refuse shall be permitted to enter any lake, canal or connecting waterway within the Subdivision or bordering thereon.

Replaces

Twelfth – Sewage

All sewage shall be disposed of by septic tank or other sanitary methods approved by Michigan Department of Health or by such public body as may succeed to its duties and functions. The design of every septic tank and its appurtenant drainage system shall be approved in writing by the grantors or their duly authorized representative as to location, design and construction. When a central sewage system (interceptor) shall come into being, each grantee will be required to tie in at his own expense and abandon the use of the septic tank. No sewage effluent from septic tanks, garbage or other refuse shall be permitted to enter any lake, canal or connecting waterway within the subdivision or bordering thereon.

**Twelfth – Building and Repairs** *Adds requirement to keep property properly maintained and simplifies language regarding need to complete construction or repairs to damaged home in a reasonable time*

Revised Restrictions

All structures and Lots, including vacant Lots, must be maintained in a clean, safe and sanitary condition in compliance with the Townships’ regulations and ordinances, with the general purpose of maintaining an attractive residential community. An owner of a Lot, who at any time commences the erection of a building or repair of any existing building that has been damaged by fire or casualty on the Lot, must complete the work within a reasonable time, or, failing in that, the building will not be allowed to remain in an unfurnished and unsightly condition.

Replaces

Thirteenth – Building and Repairs

Grantee further covenants, that, should he at any time commence the erection of a building or repair of any such structure damaged by fire or casualty upon said site, he will press the work to completion within a reasonable time, or, failing in that, will remove the partially finished structure and not allow same to remain in an unfurnished and unsightly condition for any unreasonable time; and in case Grantee shall fail to keep the above covenants, or either of them, and shall such default continue for sixty (60) days after Grantor shall by writing notify the Grantee of his violation of the provisions of this covenant and demand compliance therewith, then and thenceforth, that is to say, after the lapse of sixty (60) days, the unsightly condition of Grantee's premises shall, as between the parties hereto, their heirs, successors, representatives and assigns, and as between the grantee and other site owners, their heirs, successors, representatives and assigns, constitute a "Nuisance" and shall be subject to all remedies provided by the law of nuisances, the provisions of this covenant being intended to be in the nature of a future general restriction upon the use of the said site in line with the general purpose of maintaining an attractive residential community.

**Thirteenth – Altering size of Lots** *Continues to prohibit subdividing Lots and to allow consolidation of Lots. Removes reference to Lots 23 and 27.*

Revised Restrictions

No Lot shall be subdivided or in any respect reduced in size by any method whatsoever. Lots may be enlarged by the consolidation of two or more Lots for single ownership and, if developed as combined, all restrictions herein contained shall apply as though the combined Lots are a single Lot.

Replaces

Fourteenth – Altering size of lots

No lots, with the exception of Lot 23 and Lot 27, shall be subdivided or in any respect reduced in size by method whatsoever, excepting that any lot may be divided in not more than two fractional parts, and each fractional part together with the whole lot on which it abuts shall be used as one unit, and all restrictions herein contained shall apply thereto as to a single lot. Lots may be enlarged by the consolidation of two or more lots in their entirety under single ownership and if developed as a unit all restrictions herein contained shall apply as to a single lot. Lots 23 and 27 cannot be reduced in size to any more than three equal parts and all restrictions herein contained shall apply.

**Fourteenth – Animals etc.** *Language change only. No content change.*

Revised Restrictions

The raising, keeping or maintaining of livestock, poultry and the like on a Lot or Outlot in the Subdivision is strictly prohibited, except that domesticated dogs, cats or pets can be kept and maintained on any Lot provided that the dogs, cats or pets being maintained do not constitute a neighborhood nuisance or are akin to the maintaining of a kennel.

Replaces

Second – Animals etc.

The raising, keeping or maintaining of livestock, poultry and the like on a lot or Outlot is strictly prohibited, except that dogs, cats or pets of such can be kept and maintained on any lot when such keeping or maintaining does not constitute a neighborhood nuisance or amount to the maintaining of a kennel.

**Fifteenth – Vehicles** *Expands and clarifies requirements to park vehicles on property.*

Revised Restrictions

No trailers, RVs, campers, watercraft or commercial vehicles may be parked in the Subdivision without special approval from the Association. Parking of unlicensed or un-operative vehicles of any kind is not permitted in accordance with the Townships' regulations and ordinances.

Replaces

Sixteenth – General Conditions

A. No trailers or commercial vehicles may be parked in Shorewood Hills without special approval from developers

**8. Association Assessments and Lien Rights.** *Establishes that all owners are automatically members of the Association and defines how the Association is governed. Restates in modern language the right of the Association to collect penalties and place liens on homeowners who are delinquent in authorized payments.*

Revised Restrictions

All owners of Lots in the Subdivision are automatically members of the Association, which is governed by separate Association bylaws and a duly elected Board of Directors who exercises all rights, privileges and duties of supervision and control in connection with these Amended and Restated Restrictions.

The Association shall maintain the Common Areas. The Association shall have the right to assess fees in connection with the upkeep, insurance and maintenance of the Common Areas including, without limitation, the pump house and the lakes, any taxes, and the management and administration of the Association. In addition, the Association shall be entitled to assess fees in connection with water provided by or through the Association and for the maintenance, repair, upkeep and replacement of the distribution facilities providing water, including without limitation electrical usage, landscaping and Subdivision entry signs, if any, and lighting.

In addition to the annual assessments authorized above, the Association may levy against each Owner, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, replacement, or maintenance of any improvement upon the Common Areas, including, without limitation, those identified above, provided that any such special assessment shall have the approval of two-thirds (2/3) of the votes of Lot owners who are voting in person or by proxy at a meeting duly called for that purpose.

Both the general and the special assessments shall be set by the Board of Directors at a uniform rate for the owners of all Lots and may be collected on a monthly, quarterly or annual basis as the Board of Directors of the Association shall determine. Any assessment not paid in full within thirty (30) days following its due date shall bear interest from the due date at a rate of seven percent (7%) per annum and shall be subject to a late payment fee equal to fifteen percent (15%) of the amount of the assessment to cover the cost of collection by the Association. In the event that the cost of collection, including attorneys' fees, exceeds fifteen percent (15%) of the amount of the assessment, the Association shall be entitled to collect the deficiency. The aggregate amount of the unpaid assessment, interest, late payment fee, and deficiency shall be a lien against the Lot corresponding to the unpaid assessment.

The Association may bring an action at law against the owner personally obligated to pay the assessment, interest, late payment fee, and deficiency, and may foreclose the lien against the Lot in the same manner that real estate mortgages may be foreclosed by action under Michigan law. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot. The lien of the assessments provided for herein on any Lot shall be subordinate to the lien of any first mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of the assessments, but shall not extinguish the owner's personal obligation for payment of assessments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment becoming due after such sale or from the lien thereof.

Replaces and adds to:

Fifteenth – Maintenance

The Grantees, purchasing from the developer, agree and such agreement is made a covenant running with the land, that they will annually, on or before the 1st day of July in each year, pay to the Developer or his assigns, as the owner of Outlot A the sum of twenty (20) dollars for supervision maintenance of community parks and recreation. Such annual payments shall be enforceable as a lien against said lot if not paid within thirty days after maturity. All unimproved lots will have the weeds out twice yearly, on or about June 1st and September 1st. Failure or omission of the grantee, his heirs, legal representative or assigns to maintain said lot will hereby authorize the Developer to go upon and cut the weeds for reasonable compensation.

**9. Violations.** *Restates Restriction in modern language. Adds paragraph allowing the Association to be reimbursed for expenses related to violations.*

Revised Restrictions

In case any Lot, or any part thereof, shall cease to be used or maintained for the purposes permitted by these Amended Restrictions, or to be used for any purposes inconsistent therewith, or if the Amended Restrictions are violated in any manner whatsoever, then the Association shall have the right to specifically enforce these Amended Restrictions.

The Association shall be reimbursed for all of its out-of-pocket costs expenses as and when incurred, including attorneys' fees, in connection with any violation or alleged violation of these Restrictions, including its cost to remedy such violations. Such costs and expenses shall be enforceable as a lien against such a lot if not paid within thirty (30) days after the same is due

The first paragraph replaces

Seventeenth – Violations

In case the said premises or any part thereof shall be the acts, consent or neglect of the Purchaser, his heirs, personal representatives, or assigns, cease to be used or maintained for the purposes permitted by these restrictions, or to be used for any purposes inconsistent therewith, or if the restrictions herein contained are violated in any manner whatsoever, then the grantors, their heirs, personal representatives, or assigns, shall have the right to enter upon the above described land and to remove therefrom all objectionable structures occupying the same in violation of these restrictions.

Revised Restrictions

*Articles 10 through 14 are new and describe the execution of the Amended Restrictions.*

**10. Effective Date.** The forgoing shall be effective upon obtaining the signatures of at least two thirds of the owners of the Lots in the Subdivision and when these Restated Restrictions are recorded. These Restated Restrictions, as amended hereby, are covenants running with the Lots and binding upon all successor owners of Lots within the Subdivision.

**11. Notices.** Notices shall be sent to the Association at the address set forth at the start of this document as same may be changed from time to time.

**12. Full Force and Effect.** Except as modified by this Amendment, all of the terms, conditions, and covenants contained in the Restated Restrictions remain in full force and effect. In the event of any conflict between the terms and conditions of these Restated Restrictions and conditions of the original Restrictions, the terms and conditions of these Restated Restrictions shall prevail.

**13. Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

**14. Severability.** If any provision of these Restated Restrictions or the application thereof to any person or circumstance is or shall be deemed illegal, invalid or unenforceable, the remaining provisions hereof shall

remain in full force and effect and the Amendment shall be interpreted as if such legal, invalid or unenforceable provision did not exist herein.

### Revised Restrictions

*The following were eliminated completely:*

#### Sixth

Sand, lime, brick-poured concrete, blocks or cinder block or bricks shall not be used in any structure or wall on the subdivision unless properly covered with paint to give a slightly appearance.

#### Sixteenth - General Conditions

B. All mail boxes are to be of standard size, color and name design