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RECORDED
OAKLAND COUNTY MICHIGAN
REGISTER OF DEEDS RECORDS

1968 JUL 7 PM 1 56

John D. Murphy
JOHN D. MURPHY
CLERK-REGISTER OF DEEDS

LIBER 5050 PAGE 860

3992

BUILDING AND USE RESTRICTIONS

The restrictions herein appearing shall apply to the following described property:

Lots 1 thru 162 inclusive of the Churchill Estates Subdivision, of the East 1/2 of the Northeast 1/4, Section 24, Town 1 North, Range 9 East, Farmington Township, Oakland County, Michigan, according to the plat thereof, recorded in Liber 121 Pages 33, 34, 35 Oakland County Records

and shall constitute a general plan for the improvement and development of said subdivision as a fine residential community. These restrictions are intended to fully protect each lot, being 162 in number, and these restrictions shall run with the land and shall be binding upon the grantors and all subsequent purchasers, their heirs, successors, administrators and assigns.

LAND USE: All lots in the subdivision shall be used as, known as and described as residential lots. No permanent structure shall be erected, altered, placed on or permitted to remain on any lot other than one single family dwellings, a private garage for not less than two or more than three cars (which said garage shall be a part thereof) and such other buildings and auxiliary structures as are consistent with or incidental to the residential use of the property. No structure of a temporary character, no trailer, basement, tent, shack, garage, barn or other building shall be used on any lot at any time as a residence, either temporarily or permanently. No temporary building shall be permitted to remain on any lot except as may be necessary or incidental to the promotion and sale of the properties herein, or incidental to the construction of a permitted building.

LOT SIZE: No lot shall be reduced in size. Lots may be enlarged by consolidation of adjoining lots providing such lots are under one ownership. In the event consolidated lots are used for one dwelling, all restrictions herein contained shall apply to the consolidated lots as if a single lot.

FRONT AND SIDE BUILDING LINE: No home shall be located less than 35 feet from the front lot line nor less than 35 feet from the rear lot line (unless the rear lot line shall abut a part of the common area [Outlots],). The total of the two sideyard setbacks shall be at least 20 feet and no one side shall be less than 10 feet from the lot line. Setback restrictions other than as herein provided shall be governed by the Zoning Ordinance for the Township of Farmington.

MINIMUM TOTAL FLOOR AREA: No single story home shall have a total floor area of less than 1,400 square feet. No home with more than one floor of living area shall have a total floor area of less than 1,800 square feet, with a minimum of 1,000 square feet on the first floor. The term "floor area" as used herein shall mean finished living area and shall not include open porches or garages. The interpretation of the term "floor area" as used herein shall be vested in the grantor or its duly authorized representative.

EXHIBIT

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TREES, SOIL AND FENCES: No tree of a diameter of six inches or more at a point of 18 inches above ground shall be removed or cut, except as may be incidental to the construction of a dwelling and appurtenances hereto, nor shall any surface soil be removed except for such purposes, without the prior written consent of the grantor or its duly authorized representative. No fence or wall may be erected on any lot line without the written consent of the grantors or its duly authorized representative except as follows:

- (a) Swimming pool fences or other fences required by law or ordinance.
- (b) Lot line fences (or walls) on such portion of the lot line that coincide with the perimeter line of the subdivision or the perimeter line of any common area (Outlots or entrances thereto).

EASEMENTS: Easements for public utility installation and maintenance are expressly reserved as recorded in the subdivision plat at *Liber 121, Pages 33, 34, 35*, Oakland County Records. Certain of said easements are also the subject to separate agreements with the Detroit Edison Company and the Michigan Bell Telephone Company and said agreements are also a matter of public record. Ownership of all lots within the subdivision shall be subject to the grant of said easements and the restriction upon use in said easement agreements contained.

No structures, apparatus of any kind (except line fences), excavations (except for public utility purposes) or changes of finished grade shall be allowed within public easements within the subdivision. Except as provided herein, the owner of any lot shall have the right to make use of the land subject to such easement which use is not inconsistent with the right of the utility, provided however, that no owner shall plant trees or large shrubs within any public utility easement. Any utility may require the removal of shrubs within the utility easement if in the opinion of the utility such shrubs interfere with the maintenance or repair of such facilities or services. If the property owners fail to remove the shrubs as requested, the utility may remove same without liability, and the property owner may be required to reimburse the utility for costs of removal. The utility shall have the right to trim or remove any tree, bush or plant which in the sole opinion of the utility interferes with its facilities or it is deemed necessary for the installation, repair, maintenance or removal of such facilities and such may be done without liability to the utility and without the consent of the owner.

No shrubs or foliage shall be permitted within five feet of the transformer enclosures or secondary connection pedestals.

Excepting the grantor herein, the next or subsequent owner of each lot in the subdivision serviced by underground power and telephone facilities shall own, install, maintain and replace the required electric or telephone service facilities connecting the transformers or secondary connection pedestals located in the easements with the residence erected on the lot.

The provisions in this paragraph appearing are designed to familiarize lot owners with some of the requirements and restrictions pertaining to public utility easements and are not intended to limit or in any way abrogate the agreements of the grantors with the utilities in question and such agreements shall be and remain binding upon the several lot owners in the subdivision.

PLAN APPROVAL: No grading, clearing or building of any kind whatsoever shall be commenced, erected or maintained on any lot, nor shall any addition to or change or alteration to any existing building or grade be made until such time as proposed plans, specifications and elevation therefore are delivered to the grantor or its authorized agent for prior written approval. Such approval is hereby established as a necessary method of guiding the development of the subdivision as a planned and restricted community.

Within 10 days after submission of the foregoing, the grantor (or its authorized agent) will approve or disapprove; failure to act within said period will constitute approval as submitted.

The determination of the grantor in approving or rejecting proposed plans, specifications and elevation shall be, in the event of a dispute, final.

SUBDIVISION CONTROL COMMITTEE: As a preamble to this section it is understood that contained in the subdivision are Outlots whose use will be common to all residents of the Churchill Estates Subdivision. The following provisions govern the establishment of a control committee whose function will include, among other things, control of the use and maintenance of the Outlots.

(1) A subdivision control committee shall consist of not less than *nine* nor more than *fifteen* individuals who shall be lot owners, shall be elected by a majority of the lot owners in the Churchill Estates Subdivision.

(2) In all elections held in connection with the choosing of the subdivision control committee and in all elections held pursuant to the regulations and by-laws of said committee, each lot shall be entitled to a single vote.

(3) The subdivision control committee shall serve the general purpose of acting for the best interests of all lot owners in this subdivision and the use and maintenance thereof, and particularly, the Outlots contained therein.

(4) Subject only to the limitations herein appearing, the subdivision control committee shall be organized and shall carry out its functions in accordance with the wishes of the majority vote of the lot owners.

(5) At such time as title to 82 lots are vested in individuals owners, jurisdiction and control of the common areas (Outlots) will be automatically vested in said committee. Prior to such time such jurisdiction and control will remain in the grantors.

(6) The Outlots contained in this subdivision shall be preserved for the exclusive use of the owners of lots within this subdivision and their guests, and shall be used only for such recreational purposes as may be determined by the owners in accordance with majority decision on condition however, that the natural resources of the Outlots shall be preserved and all uses thereof shall be limited to and subject to the provisions of a certain agreement between the grantor and the Township of Farmington, which said agreement is recorded in Liber 121 Pages, 33, 34, 35 Oakland County Records, and the provisions thereof are incorporated herein by reference.

NUISANCES: No noxious or offensive activity shall be carried on or permitted upon any lots or shall anything be done thereon which is or may be an annoyance or nuisance to adjacent or other owners. All appurtenances shall conform to any and all regulations or each governmental agency having jurisdiction thereover.

SIGNS: Other than signs used for promotional purposes during development and construction, no sign of any kind shall be displayed to the public view on any lot except on sign not more than 6 square feet used to advertise any property for sale or rent. Any sign displayed shall be maintained in good condition and shall be removed upon termination of use.

LIVESTOCK AND POULTRY: Other than dogs and cats kept as household pets, no animals, livestock or poultry of any kind whatsoever shall be raised, bred or kept on any lot.

REFUSE: No lot shall be used or maintained as a dumping ground for rubbish or debris of any kind. Trash and other forms of waste shall not be kept on any lot except in sanitary containers properly concealed from public view. No outside incinerator shall be maintained or used for any purpose other than burning of leaves.

GENERAL CONDITIONS:

- (a) Anything herein to the contrary notwithstanding or otherwise not herein provided for, any and all provisions of any local zoning ordinances or other ordinances, or regulations or public health laws, shall apply to the use of the premises and all requirements thereof shall be complied with.
- (b) No trailer or commercial vehicle shall remain parked upon any street or side drive within the subdivision except when present on business and then for a limited period of time only.

- (c) Any person protected by the provisions thereof may seek enforcement of such provisions against any person who shall violate or attempt to violate such provisions.
- (d) In the event any court of competent jurisdiction shall declare void any covenant, or part thereof herein contained, such determination shall not affect the validity of the remaining covenants and provisions hereof, and the same shall remain in full force and effect.

TERM: The covenants and restrictions herein contained shall run with the land and shall be binding upon and shall inure to the benefit of all parties hereto and all parties claiming under them for a period of 25 years and from the date upon which the within covenants and restrictions are recorded. At the end of said period, these covenants and restrictions, or any of them, may be changed by the recording of an appropriate written instrument executed by at least 2/3 of the owners of the several lots in the subdivision.

IN WITNESS WHEREOF, the parties hereto have this 17th day of JULY, 1966, as grantors, caused these restrictions to be executed.

WITNESSES:

Eli Friedman
ELI Friedman
FRANK D. RUTZINGER JR.

ATLEE DEVELOPMENT COMPANY,
 a Michigan corporation
 20841 Kenosha Avenue
 Oak Park, Michigan

BY: Nelson Dembs
 NELSON DEMBS, president

BY: Hilbert Sosin
 HILBERT SOSIN, treasurer

STATE OF MICHIGAN)SS
 COUNTY OF WAYNE)

On this 6th day of July, 1966, before me a notary public in and for said county personally appeared Nelson Dembs and Hilbert Sosin, who each by meduly sworn did say that they are the President and Treasurer, respectively, of the Atlee Development Company, a Michigan Corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and that Nelson Dembs and Hilbert Sosin acknowledged said instrument to be the free act and deed of said corporation.

Helen Jean Williams
 Notary Public, _____ County, Mich.
 My Commission Expires: _____
 HELEN JEAN WILLIAMS
 Notary Public - Wayne County, Mich.
 My Commission Expires Nov. 15, 1966

WITNESSES:

Ann P. Barton
Ann P. Barton
N. L. Enzor
N. L. Enzor

Allan J. Chamblin
ALLAN J. CHAMBLIN
2162 College Drive
Clearwater, Florida

Emily Chamblin
EMILY CHAMBLIN
2162 College Drive
Clearwater, Florida

STATE OF FLORIDA)
)SS
COUNTY OF Pinellas)

On this 16 day of August, 1966, before me a Notary Public in and for said county, personally appeared Allan J. Chamblin and Emily Chamblin, his wife, known to be the persons who executed the above instrument and acknowledge the same to be their free act and deed.

Jean Ray Kahrs
Jean Ray Kahrs
Notary Public, Pinellas County, Florida
My Commission Expires: July 6, 1967

WITNESSES:

Ann P. Barton
Ann P. Barton
N. L. Enzor
N. L. Enzor

Olive L. Mainzinger
OLIVE L. MAINZINGER
1307 Dorothy Drive
Clearwater, Florida

STATE OF FLORIDA)
)SS
COUNTY OF Pinellas)

On this 16 day of August, 1966, before me a Notary Public for and in said county, personally appeared Olive L. Mainzinger, known to me to be the person who executed the above instrument and acknowledged the same to be her free act and deed.

Jean Ray Kahrs
Jean Ray Kahrs
Notary Public, Pinellas County, Florida
My Commission Expires: July 6, 1967

WITNESSES:

Hetty M. Munroe
Hetty M. Munroe
Patricia Donahoe
Patricia Donahoe

JAYELL ASSOCIATES, a
 Registered Michigan General
 Partnership
 1672 North Renaud Road
 Grosse Pointe Woods, Michigan

BY: John W. Paynter
 JOHN W. PAYNTER, Partner

BY: Foster Winter
 FOSTER WINTER, Partner

STATE OF MICHIGAN)
) SS
 COUNTY OF WAYNE)

On this 12th day of August, 1966, before me a Notary Public in and for said county personally appeared John W. Paynter and Foster Winter who being each by me duly sworn did say that they are partners in Jayell Associates, a registered Michigan General Partnership, and that said instrument was signed in behalf of said general partnership by John W. Paynter and Foster Winter and that John W. Paynter and Foster Winter acknowledged said instrument to be the free act and deed of said general partnership.

Patricia A. Donahoe

Notary Public, _____ County, Michigan
 My Commission Expires: _____

WITNESSES:

Dean R. Riney
Dean R. Riney
Allan J. Cutler
Allan J. Cutler

Paul Zuckerman
PAUL ZUCKERMAN
30111 Schoolcraft Road
Livonia, Michigan

Helen Zuckerman
HELEN ZUCKERMAN
30111 Schoolcraft Road
Livonia, Michigan

STATE OF MICHIGAN)
COUNTY OF Wayne) SS

On this 13th day of July, 1966, before me a Notary Public in and for said county, personally appeared Paul Zuckerman and Helen Zuckerman, his wife, known to be the persons who executed the above instrument and acknowledged the same to be their free act and deed.

George G. Alder
Notary Public, Wayne County, Michigan
My Commission Expires: 8-4-69
George G. Alder

WITNESSES:

Eli Friedman
ELI FRIEDMAN
Frank J. Rivziny, Jr.
FRANK J. RIVZINY, JR.

Samuel Frankel
SAMUEL FRANKEL
885 Charrington Road
Birmingham, Michigan

Jean Frankel
JEAN FRANKEL
885 Charrington Road
Birmingham, Michigan

STATE OF MICHIGAN)
) SS
COUNTY OF)

On this 12th day of JULY, 1966, before me a Notary Public in and for said county, personally appeared Samuel Frankel and Jean Frankel, his wife, known to me to be the persons who executed the above instrument and acknowledged the same to be their free act and deed.

Helen Jean Williams

Notary Public, Wayne County, Michigan
My Commission Expires: HELEN JEAN WILLIAMS
Notary Public, Wayne County, Mich.
My Commission Expires Nov. 15, 1968

WITNESSES:

Eli Friedman
ELI FRIEDMAN
Frank J. Zivner, Jr.
FRANK J. ZIVNER, JR.

Bertha Sheldon
BERTHA SHELDON
11000 W. McNichols Road
Detroit, Michigan

STATE OF MICHIGAN)
COUNTY OF WAYNE) SS

On this 13th day of July, 1966, before me a Notary Public in and for said county, personally appeared Bertha Sheldon, known to me to be the person who executed the above instrument and acknowledged the same to be her free act and deed.

Helen Jean Williams

Notary Public, Wayne County, Michigan
My Commission Expires: HELEN JEAN WILLIAMS
Notary Public, Wayne County, Mich.
My Commission Expires Nov. 15, 1968

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WITNESSES:

Charlotte J. Peters
Charlotte J. Peters
Violet Turkal
Violet Turkal

NODLEHS COMPANY, a
Michigan Corporation
2290 First National Building
Detroit, Michigan

BY: [Signature]
AVERN COHN, President

BY: [Signature]
RICHARD SLOAN, Secretary

STATE OF MICHIGAN)
COUNTY OF WAYNE) SS

On this 19TH day of JULY, 1966, before me a Notary Public in and for said county personally appeared Avern Cohn and Richard Sloan, who being each by me duly sworn did say that they are the President and Secretary, respectively, of the Nodlehs Company, a Michigan corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and that Avern Cohn and Richard Sloan acknowledged said instrument to be the free act and deed of said corporation.

Charlotte J. Peters
Notary Public, _____ County, Michigan
My Commission Expires: _____

CHARLOTTE J. PETERS
Notary Public, Wayne County, Mich
My Commission Expires June 15, 1970

DRAFTED BY: Eli Friedman
2417 Cadillac Tower
Detroit, Michigan 48226

RETURN TO: Eli Friedman
2417 Cadillac Tower
Detroit, Michigan 48226