

RESTRICTIONS ON KIMBERLEY SUBDIVISION

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THIS DECLARATION, made this 17th day of August, 1958, by HOME LAND SUBURBAN COMPANY, a Michigan corporation, of 19426 Grand River Avenue, Detroit, Michigan, hereinafter referred to as the Grantor,

W I T N E S S E T H:

WHEREAS, Home Land Suburban Company is the assignee of vendee's interest in a certain land contract dated April 30, 1955, which covers all of the land hereinafter described, and

WHEREAS, Rose Badalament is the vendor under the above mentioned land contract, and

WHEREAS, the said Home Land Suburban Company has become the assignee of the proprietor's interest in a plat of the premises covered by said aforementioned land contract, known as Kimberley Subdivision, a subdivision of part of the Southeast 1/4 of Section 14, 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 99 of Plats, Pages 1 to 5 inclusive, and

WHEREAS, said recorded plat covers Lots numbered 1 to 330 inclusive, and Outlot A, 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 Grantor 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, and

WHEREAS, the Grantor hereby reserves to itself, its successors and assigns in interest, Outlot A, upon the express conditions, however, that said Outlot A shall be used only for single residence purposes when its use as a well site for a community water system shall be no longer necessary; that when divided shall provide for not more than two lots and that each lot shall be subjected to restrictions identical with those covering the remainder of such subdivision,

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 Grantor, and the Grantees of all individual lots in said subdivision, for the time limited in 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, 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 lot.

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1. USES OF PROPERTY (cont.)

(b) Notwithstanding that which is contained in the paragraph directly above, and subject to the approval of any proper governmental body having authority therein, it is expressly provided that lots numbered 1, 70 to 85 inclusive; 258; 259 to 265 inclusive; 272 to 285 inclusive, may be used for the practice of medicine or dentistry by the occupant thereof, provided that the practice of such professions shall be limited to the individual practice of the occupant, and may not be extended to include the practice of either of these two professions by any person not the occupant and resident of the house from which such practice is maintained, and provided further, that a single sign only, unobtrusive and unlighted, may be placed on the front lawn or in the front window of the house, limited in lettering to the name of the physician or dentist, and the name of his profession, such sign to be not larger than 8" x 30".

(c) Notwithstanding that which is contained in the paragraphs above, and subject to the approval of any proper governmental body having authority therein, it is expressly provided that lots numbered 257 to 261 inclusive may be used for commercial business purposes.

(d) Notwithstanding that which is contained herein to the contrary, the Grantor, his agents or sales representatives may occupy and use any house built in the subdivision 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.

(e) Notwithstanding that which is contained in the paragraphs above, in the event additional water supply may be needed to comply with the requirements of the Department of Health of the State of Michigan, or the Department of Public Works of the County of Oakland, the use of such additional lots as may be necessary to provide additional water shall be permitted on such lots as may be found to be necessary.

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 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.

(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 Grantor 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 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, cinder block or asbestos siding on exterior walls.

(d) 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 subdivision, these restrictions, and any zoning law applicable thereto.

(e) 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, the ground floor living area shall be not less than 1000 square feet; in the case of a one and a half story building, the ground floor living area shall not be less than 800 square feet; in the case of a multi-level building the first and second level living area shall not be less than 800 square feet; in the case of a two story building, the ground floor living area shall be not less than 800 square feet. The cubical content of any dwelling, exclusive of garage or car-port, when constructed, shall be not less than 11,000 cubic feet measured from the bottom of the first floor joists. All garages and/or car-ports ~~must be attached~~ must be attached to the dwelling, either directly or by use of a covered breezeway or covered porch.

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 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 by Grantor, 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 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, provided, however, such other signs may be erected and maintained on lots as are permitted in writing by the Grantor.

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, lines, 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, provided, however, that an easement is specifically reserved over the north twelve feet of Lot 26 and the rear twelve feet of Lots 27 to 40 inclusive; 42 to 44 inclusive; 46 to 48 inclusive; 50 to 54 inclusive; and Lot 85, for any or all of the purposes enumerated above. 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, governmental unit or agency, 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 and Cyril J. Fleming, whose methods and procedure 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).

9. 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 Kimberley 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.

10. 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, sign, 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.

11. TERM OF RESTRICTIONS

All 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.

12. 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 Grantor herein has set its hand and seal on the day and year first above written.

In presence of:

S.T. Koss
S.T. Koss

Gladys A. Cooper
Gladys A. Cooper

HOME LAND SUBURBAN COMPANY

By Chas. F. Brown
Chas. F. Brown, Its President

By C. J. Fleming
C. J. Fleming, Its Secretary

In the STATE OF MICHIGAN, COUNTY OF WAYNE

On this 17th day of August, 1959 A.D., before me personally appeared CHAS. F. BROWN and C.J. FLEMING, to me personally known, who being by me sworn did each for himself say that they are respectively the President and Secretary of Home Land Suburban Company, the corporation named in and which executed the within instrument and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said Chas. F. Brown and C.J. Fleming acknowledged said instrument to be the free act and deed of said corporation.

My commission expires
July 25, 1961

Gladys A. Cooper
Gladys A. Cooper
Notary Public, Wayne County, Michigan

Rose Badalament hereby consents to the reservations, conditions, prohibitions and restrictions contained in this instrument as applied to said subdivision.

Rose Badalament
Rose Badalament

Dated:

STATE OF MICHIGAN) ss
COUNTY OF WAYNE)

On this 17th day of August, A.D. 1959 before me personally appeared ROSE BADALAMENT to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

My commission expires 2/16/60 Jeanette A. Roslinski
JEANETTE A. ROSLINSKI
Notary Public, Wayne County, Michigan

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