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DECLARATION OF BUILDING AND USE RESTRICTIONS

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FOR

BLOOMFIELD'S FOX HILLS SUBDIVISION NO. 5

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WHEREAS, PULTE LAND COMPANY, a Michigan Corporation of 3100 Penobscot Building, Detroit, Michigan, are owners and hereinafter referred to as FIRST PARTY, and CITY NATIONAL BANK of DETROIT, a National Banking Association, Penobscot Building, Detroit, Michigan, are mortgagees of land which has been platted into a subdivision known and described as follows, to wit:

"BLOOMFIELD'S FOX HILLS SUBDIVISION NO. 5", a subdivision of part of the North 1/2 of Section 2, Town 2 North, Range 10 East, Bloomfield Township, Oakland County, Michigan as recorded in Liber 124, pages 29, 30, 31 and 32, Oakland County Records.

WHEREAS, the parties hereto desire to subject all said lots, except Outlot "B", in said subdivision to certain mutual and uniform building and use restrictions, conditions, obligations, reservations, rights, powers and charges as hereinafter set forth.

NOW THEREFORE, in order to provide for the development of said lots as a residential community of the highest type, and in obligations, reservations, rights, powers and charges, as binding and of full force and effect upon, and enforceable in behalf of and against all of said lots, except Outlot "B", and the present and future owners and occupants thereof, the parties hereto hereby declare that each and every one of said lots shall be subject to and charged with all the following building and use restrictions, conditions, obligations, reservations, rights, powers and charges to which all future conveyances of any of said lots shall be subject, and as to which the recording of this declaration in the office of the Register of Deeds for the County of Oakland, State of Michigan, shall be notice to all purchasers.

1. The said subdivision known as "Bloomfield's Fox Hills Subdivision No. 5", shall be used and occupied for single residence purposes only, and nothing shall be done or permitted thereof which shall or may interfere with or detract from such use and occupation thereof.
2. No building or other structures shall be erected, altered, moved onto or permitted on any lot in "Bloomfield's Fox Hills Subdivision No. 5", other than one single family dwelling house with an attached garage; except that a garden tool house, swimming pool, tennis court, badminton court, walls, or fences and such other auxiliary construction, as in the opinion of First Party are in harmony and in conformance with the character of said subdivision and these restrictions, may be erected in such manner and location as First Party may permit in writing.
3. No temporary or unfinished structures may be occupied as residences at any time prior to completion according to approved plans.
4. No dwelling shall be erected, altered or permitted on any lot in the said subdivision which provides less than one thousand (1,000) square feet of floor area at the first floor level for two-story houses; or one thousand six hundred fifty (1,650) square feet of floor area at the first floor level for one and one-half (1-1/2) story houses. As used herein, "first floor" shall

Witness

Pulte Land Co.
P.O. Box 266, Bloom. Mich.

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mean the floor which is at substantial grade level of the entrance facing the street on which such dwelling house fronts. "2nd floor" shall mean the floor above such 1st floor. "Living area" as used herein, shall include the actual area within the outer surfaces of the outside walls, except any garage, basement, unheated porch, breezeway or entrance-way, but may include any finished living area which is above such enclosed or heated porch, breezeway or garage.

- 5. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 30 feet from the intersection of the street lines. The said sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance or such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
- 6. No dwelling shall be erected or altered in this said subdivision which provides less than twenty thousand (20,000) cubic feet of content.
- 7. The following materials shall not be used in the finished exterior of any building on the restricted premises; Stucco unless on masonry or expanded metal lath, log construction, unpainted cinder block, or any materials which First Party under Paragraph 8 hereof may consider unsuitable for the use proposed.
- 8. No dwelling shall be erected, altered, or permitted upon any lot in the subdivision unless such dwelling shall have the First Party's written approval thereof first obtained in the manner herein set forth. No grade in said subdivision shall be changed, no structure erected or other construction done in said subdivision unless First Party's written approval thereof is obtained in the manner herein set forth. Before any work shall be commenced on any grading, building, fence, wall or other structure or other construction in said subdivision, the plot plan and construction plans and specifications shall be submitted in duplicate to First Party and its written approval thereof obtained. Such plot plan shall show the finished grade, the plot, the location of the dwelling and of all other structures and constructions. The construction plan and specifications shall also show the size, type, materials of the construction, the grade and elevation of the building and structures. One copy of such plans shall be lodged permanently with the First Party. First Party shall not give its approval of such proposed construction unless in its opinion, upon completion in accordance with such plans and specifications, such dwelling, grades and any other structures or construction shown thereby will comply in all respects with the restrictions set forth therein, and the external design and materials and locations thereof will be in harmony with the character of the subdivision and with the topography and grade elevations both of the lot upon which the proposed construction is to take place, and with the neighboring lots in the subdivision.

- 9. The erection of any new building and the re-erection, rebuilding or repair of any such structures shall be pushed to completion as rapidly as practical.
- 10. All unused building and materials and temporary construction shall be removed from the subdivision within 60 days after substantial completion of the construction. The portion of the surface of the earth which is disturbed by excavation and other construction work shall be finish graded and seeded or covered with other landscaping as soon as the construction work and weather permits.
- 11. Every owner shall promptly dispose of all of his refuse and garbage so that it will not be objectionable to neighboring property owners. No outside storage for refuse or garbage or outside incinerator shall be maintained or used. Each residence shall be equipped with a garbage disposal unit installed inside the dwelling house and operated by electricity, gas or similar power or fuel.
- 12. No signs, posters, billboards or other advertising devices or symbols shall be erected or displayed in the subdivision or on any buildings or fences therein, except "For Sale" signs not more than 6 feet in area, advertising a single lot or house, and except that signs of larger size may be erected and displayed by First Party advertising the subdivision.
- 13. WHEREAS, it is the intent and purpose of the parties hereto to have telephone lines installed underground and to have electric power distribution lines placed underground to supply single phase 120 volt, three-wire, 60 cycle service for lots 262 through 370, and to provide for certain rights and benefits to the utilities placing their lines underground. All other lots in this subdivision are to be served from overhead lines.
 - A. Private easements for public utilities have been granted on the plat of "Bloomfield's Fox Hills Subdivision No. 5".
 - B. No excavations (except for public utility purposes), no changes of finished grade, and no structures or apparatus of any kind, except line fences, shall be allowed within the public utility easement of the subdivision. Except as provided herein, the owner shall have the right to make any use of the land, subject to such easements, which is not inconsistent with the right of the utility; provided, however, that the owner shall not plant trees or large shrubs within the public utility easements. The public utilities shall have the right to trim or remove any trees, bushes, or other plants of any kind within said easements and also shall have the right to trim any trees, bushes, or other plants of any kind outside of said easements which, in the sole opinion of the utilities, interferes with the facilities hereto or is necessary for the installation, re-installation, repair, maintenance, or removal of their facilities in any public utility easement of the subdivision. The trimming or removal of such trees, shrubs, or plants of any kind by a public utility for the purposes set forth above shall be without liability to the utility.
 - C. No shrubs or foliage shall be permitted on owner's property within five (5) feet of the front doors of the transformer enclosures and no shrubs or foliage shall be permitted within five (5) feet of secondary connection pedestals.

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- D. The original or subsequent owners of Lots 262 through 370 shall install underground, own, maintain and replace at their own expense, the single phase electric service conductors laying between the transformers or secondary connection pedestals located in said easements and the residences erected on said lots.
 - E. The installation of all underground electric service conductors shall be twenty-four (24") inches below finished grade and said conductors shall be at least 2 - #1/0 AWG and 1 - #2 AWG copper; or 2 - #2/0 AWG and 1 - 1 AWG aluminum conductors with RHW-USE insulation or with cross linked polyethylene insulation.
 - F. The original or subsequent owners of Lot 262 through 370, to whom telephone service is now or hereafter furnished, shall be responsible for furnishing at no cost to the utility, the trenching and the backfilling necessary for the installation, maintenance or repair of telephone facilities from the public utility easement to the residence as required by the utility. The property owners and not the utility shall be responsible for injury or damage to persons or property caused by the trenching, existence or backfilling of the trench.
 - G. The grade established by the developer at the time the utilities place their underground facilities in the easements shall be considered final or finished grade.
 - H. No property owner shall make any change in such grade in or near easements or alter any ground conditions, including drainage, when the change in grade or alteration of ground conditions, in the opinion of the utility concerned, interferes with the facilities already installed.
 - I. The foregoing restrictions A. through H. shall be covenants running with the land and shall not be subject to termination without the consent of the utilities herein concerned.
 - J. Enforcement shall be by proceeding in civil action against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.
- 14. No more than one dwelling per lot as originally platted shall be constructed in said subdivision.
 - 15. No lot may be divided or any part of any given lot be sold separately except by the First Party.
 - 16. Lots 1 and 2, "Bloomfield's Fox Hills Subdivision" as recorded in Liber 109, pages 28, 29 and 30, shall be used for recreational and decorative purposes for the benefit of all of the residents of "Bloomfield's Fox Hills Subdivision No. 5". In order to assure adequate funds and support for the control, operation and maintenance of Lots 1 and 2 described above, each and every owner of Lots in the Subdivision shall maintain Class "A" (active) membership within the Fox Hills Community Association, a Michigan non-profit corporation, and shall fully enjoy the privileges and fulfill the obligations of such membership as such may be defined by the By-Laws of said Association. Each and every member shall

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pay an annual membership fee to the Association of \$35.00. Without in any manner limiting the foregoing, each lot owner shall pay such additional dues and assessments as may, from time to time, be fixed by the Association. All such payments shall be made within the time allotted therefore by the Association. All sums remaining due and owing after the fixed date for payment thereof shall be deemed to constitute a lien in favor of the Association against the lot or lots with respect to which sums are owing.

17. In the event any part of provision of the restrictions contained in this indenture should be held ineffective or invalid for any reason, by waiver, judgment, decree or other court order or otherwise, all other parts and provisions of these restrictions shall, nevertheless, remain in full force and effect.

18. The restrictions, easements, and covenants set forth herein are, for the benefit of all present and future owners of lots in said subdivision. First Party and each party who accepts title to any part of said subdivision binds himself, his heirs, legal representatives, successors and assigns, to the covenants and agreements on his part herein contained. It is understood and agreed that all the covenants, easements, and restrictions herein set forth run with the land and shall bind and inure to the benefit of First Party and all parties acquiring an interest in said subdivision, their respective heirs, successors, and assigns.

19. Any or all rights, and duties relative to easements, supervision, control and approval of building restriction lines or adjustment, thereof, grading, buildings, and other construction and plans therefore reserved or given to First Party under these restrictions may be assigned, transferred and conveyed by First Party to any corporation or association in which the owners of 100 or more of the lots in said plat are stockholders or member and thereupon First Party shall be released of any obligation hereunder. Such transfer shall be made not later than receipt of written demand therefor signed by the owners of 100 or more of such lots. Said corporation or association shall thereupon at its own expense and without further authorization be entitled in behalf of First Party and of all owners of lots in said subdivision to exercise all such rights and perform all such duties.

20. Violation of any restriction or breach of any covenant herein contained, shall give First Party, in addition to all other remedies, the right but not the obligation 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 construction or other violation that may be or exist thereon contrary to the intent and provisions hereof and First Party shall not thereby become liable for trespass, abatement, removal or in any other manner.

21. All of the restriction, conditions, covenants, charges, easements, and agreements, except those contained in Paragraph 13, Sections A. through J. shall exist until December 31, 1985, and shall automatically be continued thereafter for successive periods of 15 years each, provided, however, that the owners of the fee simple title of 80 or more of the lots in said subdivision may release all or part of said lots from all or any portion of these restrictions on December 31, 1990, by executing

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and acknowledging an appropriate agreement or agreements in writing for such purposes and filing the same in the Office of Register of Deeds for Oakland County, Michigan on or before December 31, 1985; and provided further than the owners of the fee simple title of 80 or more of the lots in said subdivision may release all or part of said lots from all or any portion of these restrictions at the end of such successive 15 year periods by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing the same in Office of Register of Deeds for Oakland County at least five (5) years prior to the expiration of any such 15 year period.

22. As used herein, the word "he" shall be used as synonymous with the words "she", "its", and "they", and the words "this" synonymous with the words "her", "its" and "their".

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this 21st day of October, 1968.

In the presence of:

PULTE LAND COMPANY

Dorothy L. Walker
Dorothy L. Walker

By: William J. Pulte
William J. Pulte

William E. Klochny
William E. Klochny

and Robert M. Meek
Robert M. Meek

In the presence of:

CITY NATIONAL BANK OF DETROIT

Joanne E. Spencer
Joanne E. Spencer

By: James R. Antikammer
James R. Antikammer

Cheryl A. Roberts
Cheryl A. Roberts

and Leo J. Meyer
Leo J. Meyer

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

On this 21st day of October, 1968, before me personally appeared William J. Pulte and Robert M. Meek, to me personally known, who, being by me sworn did each for himself say that they are, respectively, the President Vice President Secretary of PULTE LAND COMPANY, the Corporation names 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 William J. Pulte and Robert M. Meek, acknowledge said instrument to be the free act and deed of said corporation.

My commission expires
Jan. 14, 1972

Dorothy L. Walker
Notary Public
Oakland County, Michigan
Dorothy L. Walker

STATE OF MICHIGAN }
COUNTY OF OAKLAND } SS.

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On this 12th day of November 1968, before me personally appeared James R. Dutkiewicz and Leo G. Malner, to me personally known, who being each by me duly sworn did say that they are the Vice Presidents and Asst. Cashier of City National Bank of Detroit, a National Banking Association, and that the seal affixed to said instrument is the Corporation Seal of said association and that said instrument was signed and sealed in behalf of said association by authority of its Board of Directors and the said James R. Dutkiewicz and Leo G. Malner acknowledged said instrument to be the free act and deed of said Association.

My commission expires
Notary Public
Notary Public - Grand Juror, 1968
Acting as Vice Cashier
My Commission Expires Nov. 6, 1972

Notary Public
County, Michigan
Jeanne E. Spencer

Return To: PULTE LAND CO.
P.O. Box 266
Birmingham, Mich.
48012

Prepared by: Jacob J. Goll
P.O. Box 266
Birmingham, Michigan 48012

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COMMERCIAL RECORDS
1000 N. ALBANY ST.
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