

RESTRICTION AGREEMENT

The following covenants, conditions, restrictions, easements, reservations and agreements are hereby imposed on all lots in:

Charnwood Hills #1 - (July 10, 1953)

Charnwood Hills #2 - (July 22, 1954)

Charnwood Hills #3 - (May 12, 1955)

and shall constitute a general plan of restrictions imposed on all lots in said subdivision and shall be binding upon the undersigned and upon their heirs, legal representatives, successors and assigns of the undersigned and upon all grantees, their heirs, legal representatives, successors and assignees.

LAND USE AND BUILDING TYPE

(A) No lots shall be used except for residential purposes. No structure shall be erected, placed or permitted to remain on any lot other than one detached single family private dwelling not to exceed one and one half stories in height, a private garage and only where and to the extent hereinafter provided, a private stable for the keeping of riding horses.

(B) No structure shall be erected, altered, placed or permitted to remain on any building plot containing less than one full lot as presently subdivided. In the event of construction of a residence structure as herein permitted on a building plot consisting of more than one full lot, then such plot shall be treated for the purposes of this agreement as a single lot.

ARCHITECTURAL CONTROL

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography, finish grade elevation and these restrictions. No tight board fence shall be erected and any fence to be erected must have approval of the Architectural Control Committee. Approval shall be as hereinafter provided.

RESIDENCE STRUCTURES

(A) No one story residence structure shall be erected, altered, placed or permitted to remain on any lot unless such structure shall have a square foot area at first floor level of at least 1,400 square feet, except lots 107, 109, 110, 117, 118, 119, 135, 141, 142, 143, 144, 146, 147, 152, 153 and 154 in Charnwood #3, which shall have a minimum of 1700 square feet heated floor area.

(B) No one and one-half story residence structure shall be erected, altered, placed or permitted to remain on any lot unless such structure shall have a square foot area at first floor level of at least 1,400 square feet.

(C) "Square foot area" may be computed by including exterior walls, partition, bay windows if the same reach to the floor and fully enclosed and heated porches and breezeways; but such porches and breezeways shall not be credited for more than 100 square feet in the aggregate. Garages and open or unheated porches and breezeways shall not be included in computing square foot area.

(D) Exterior walls of residence structures, garages and breezeways shall be constructed only of stone (Briar Hill, Ledge Rock or equal), brick or of cedar, white pine or cypress siding with an exposure of not less than six (6) inches to the weather or of cedar shales. Vertical tongue and groove siding or ornamental plywood may be used if not less than 250 square feet of brick and to less than 60 square feet of stone (Briar Hill, Ledge Rock or equal) is also used in exterior walls, exposed portion of chimney, or in window boxes. No cinder or concrete blocks may be used more than eight (8) inches above the grade line except in construction of a barbecue grill in rear of yard. No stucco, cement or asbestos siding nor imitation or used materials may be used.

(E) No old or used structure of any kind may be moved upon any lot. No structure of a temporary character, trailer, basement, tent, shack, garage, bar or other out building shall be constructed or placed prior to the beginning of construction of the main residence structure nor shall the same be used on any lot at any time as residence either temporarily or permanently. In the event an owner or an occupant shall have a private trailer, such trailer shall not be stored in the open but must be housed in a garage or adequate permanent structure.

GARAGES, BREEZEWAYS AND STABLES

(A) Garages, breezeways and stables shall have exterior walls only of materials permitted for exterior walls of residence structures.

(B) All garages must be built integral with the residence structure or connected thereto with a breezeway.

(C) No structure shall extend nearer than 25 feet to any side street line nor nearer than 25 feet to any interior side lot line.

(D) No private stable shall be erected or maintained on any lot having an area of less than two (2) full acres and stables shall be for the accommodation of not more than three horses. Such stables shall have exterior walls only of materials permitted for exterior wall of residence structures. Such stables shall not be nearer than 100 feet to any residence and shall be erected only on the rear half of the lot and in any case, the site of the stable must be approved by the Architectural Control Committee.

(E) No garage shall have a floor area of less than 400 square feet. All garages shall have a boxed cornice not less than six (6) inches in width.

(F) Breezeways shall have a roof pitch and cornice conforming with the architectural lines of the residence structure.

(G) All garages must be completed with doors and windows simultaneously with completion of the residence structure.

(H) No animals or livestock of any kind shall be raised, bred or kept on any lot except that not more than three (3) horses may be kept on lots having an area of not less than two full acres if an adequate stable is provided. Household pets may be kept on any lot provided they are not kept, bred or maintained for any commercial purpose, or provided they do not become a nuisance. Dog kennels for the use of such household pets may be built integral with garage, stable or barbecue grill.

(I) No structure shall be constructed, erected or maintained on any lot unless the same be constructed or erected under the direct supervision and control of a builder who is registered under the laws of the State of Michigan, unless the subdivider reserves the right to place a temporary sales office and signs on any lots in said subdivision.

BUILDING AND GRADE LINES

(A) The finish grade line shall be such as shall be established by the Architectural Control Committee, giving due consideration to the topography of each lot. No structure shall be erected, altered, placed or permitted to remain on any lot unless the finish grade thereof shall conform to the grade lines established by said Committee.

(B) No structure shall be erected, altered, placed or permitted to remain on any lots nearer than 75 feet to the front lot line or nearer than 25 feet to interior lot lines or nearer than 25 feet to any side street lines. A front building line greater or less than 75 feet from the front lot line may be established upon any lot by the Architectural Control Committee after giving due consideration to the topography of the lot and harmony with the building line of then existing structures.

(C) For the purpose of building line restructures, eaves, steps and open porches extending not more than five feet beyond the main residence structures shall not be considered as part of a building.

GENERAL PROVISIONS

(A) These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty-five (35) years from and after the date of recording of this agreement, after which date said covenants shall be automatically extended for successive periods of ten (10) years each. Unless an instrument signed by the owners of record of a majority of the lots in the subdivision has been recorded changing or modifying said restrictive covenants in whole or in part.

(B) Invalidation of any one of these covenants by judgment or decree shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

(C) These restrictions are intended to be minimum restrictions and all lots in the subdivision must be used in full conformity with the zoning ordinance of the Township of Troy, Oakland County, Michigan, or any other applicable zoning ordinances and with the laws of the Township of Troy, County of Oakland and State of Michigan.

(D) Charnwood Hills #2 - before a house is to be constructed on lots 91, 102, 103, the Troy Township Building Inspector must approve the lot as to drainage and sewage disposal. Charnwood Hills #3 - before a house is to be constructed on lots 148, 149, 158, 179 and 180, the Troy Township Building Inspector must approve the lot as to drainage and sewage disposal.

NUISANCES

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.

EASEMENTS

Easements for installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plan.

MISCELLANEOUS

(A) The exterior of all residence structures, stables and garages must be completed, including at least two coats of paint on all exterior woodwork, within six months from the date of commencement of construction.

(B) No lot shall be used or maintained as a dumping ground for rubbish. All incinerators or other equipment for the disposal of rubbish and garbage shall be kept in a clean and sanitary condition.

ARCHITECTURAL CONTROL COMMITTEE

(A) A majority of the Committee may appoint a designed representative to act for him. In case of death or resignation of any member of the Committee, the remaining members shall have full authority to appoint a successor. Neither the members of the Committee nor its designed representative shall be entitled to compensation for services performed pursuant to this covenant. At any time after five years after the date of recording of this agreement, the owners of record of 75 percent of the lots in the subdivision shall have the right through a duly recorded written instrument to change the membership of the Committee or to withdraw or to restore any of the powers herein granted to it.

(B) The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designed representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin construction has been commenced prior to completion thereof, approval will not be required and the related covenants shall be deemed to have been complied with, provided said plans and specifications on their face are in accordance with these restrictions.