

Group

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61*

DECLARATION OF RESTRICTIONS

UPPER LONG LAKE ESTATES NO. 1

The undersigned being the owners of all of the land contained in Upper Long Lake Estates No. 1, a subdivision of part of the Northwest fractional 1/4 of Section 7, Town 2 North, Range 10 East, and part of the Southwest fractional 1/4 of Section 6, Town 2 North, Range 10 East, Bloomfield Township, Oakland County, Michigan, according to the Plat thereof recorded October 4, 1955, in Liber 81, at Pages 8 and 9, Oakland County Records, do hereby make and establish the following restrictions upon the use and occupation of lots in said subdivision.

I. GENERAL

(a) The following restrictions upon the use and occupation of lots in Upper Long Lake Estates No. 1 are imposed for the benefit of all who may from time to time become owners of the land therein, and all sales of land within said subdivision are made subject to such restrictions, whether the same shall be expressly set forth in the conveyance evidencing such sales or not.

(b) These restrictions, being part of the general plan for the development of the subdivision, are covenants which shall run with the land and shall be binding upon the undersigned, being the owners of all the land in said subdivision, and shall also be binding upon all persons claiming under or through the undersigned until January 1, 1985, at which time said covenants shall be automatically extended for successive periods of ten years each, unless on that date or at the end of any such ten year period it shall be agreed by the vote of a majority of the owners of lots included in the subdivision to alter such covenants or to cancel them. In taking such vote the owner or owners of each lot shall be entitled to cast one vote.

(c) If any person shall violate or commence to violate any of these restrictions, any person having any claim to or right or interest in any real property situated in this subdivision shall have all of the rights provided by law, at law, or in equity, or in any other manner whatsoever against the persons so violating or commencing to violate.

(d) Invalidation of any one of these covenants by any court shall in no wise affect any of the provisions which are not so invalidated, but such other provisions shall remain in full force and effect.

(e) The zoning ordinance of any municipality in which each respective lot in this subdivision shall be situated, including townships, as the same now exist or as they may from time to time hereafter be amended, shall be complied with by all persons, and failure to comply therewith shall constitute a violation of these restrictions. The standard established by these restrictions shall govern over any such ordinance, except that if in any instance compliance with these restrictions shall permit violation of such ordinance, the ordinance shall govern over these restrictions.

II. RESTRICTIONS RELATING TO LOCATION OF STRUCTURES ON LOTS

(a) All plot plans must show accurately the location of all structures to be placed thereon and must be approved by a duly authorized

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officer of Houseman-Spitzley Corporation, 406 Washington Blvd. Bldg., Detroit 26, Michigan, or its successors or assigns or by such person or corporation as it may designate, which approval must be obtained before construction is commenced.

(b) No structure of any sort, excluding fences and hedges, shall be constructed on lots 53 through 63, inclusive, any portion of which shall be less than 40 feet from the road lot line or which shall be less than 60 feet from the center line of the canal. No structure of any sort, excluding fences and hedges, shall be constructed on any lot other than said lots 53 through 63, inclusive, any of which shall be less than 40 feet from any road lot line or which shall be less than 40 feet from any rear lot line. For the purpose of this paragraph, the term "structure" shall include all garages attached to residences, but shall not include garages separate from residences located on the same lot.

(c) No structure of any sort, excluding fences and hedges shall be erected on any lot, any portion of which shall be closer to the side lot line than 16 feet.

(d) Garages shall be attached to the house unless permission shall have been obtained as provided in subparagraph (a) hereof, for construction of a separate garage.

(e) Fences which comply in all other respects with the requirements hereof may be constructed upon any side lot line or any road line except that on lots 53 through 63, inclusive, no fence shall be permitted upon the rear lot line and any fence located upon the side lot line shall not extend nearer than 60 feet to the center line of the canal.

III. RESTRICTIONS RELATING TO SIZE AND CONSTRUCTION OF STRUCTURES

(a) All residences constructed in this subdivision shall be limited to two stories in height and shall be constructed for occupancy by one family, except that a finished basement opening at grade level to Upper Long Lake, will be permitted in addition to said two stories, but only on lots 53 through 63, inclusive.

(b) Garages, whether attached to a residence or not, shall not exceed a size reasonably necessary to house three automobiles and shall not exceed two stories in height.

(c) The exterior construction of all residences and garages shall be of new materials, except that select reclaimed brick may be used, and shall be of brick, stone or finished, painted or stained wood, and no yellow brick shall be permitted. Foundations of residences to grade line may be of cinder block or concrete construction.

(d) Every two-story residence constructed on lots 53 through 63, inclusive, shall have a ground floor square foot area of not less than 1,000 square feet and shall have also a cubic content of not less than 16,000 cubic feet. Every one-story or one and one-half story residence constructed on lots 53 through 63, inclusive, shall have a ground floor square foot area of not less than 1,600 square feet and shall have a cubic content of not less than 18,000 cubic feet.

(e) Every two-story residence constructed on any lot other than lots 53 through 63, inclusive, shall have a ground floor square foot area of not less than 900 square feet and shall have also a cubic content of not less than 16,000 cubic feet. Every one-story or one-and-one-half story residence constructed on said lots shall have a ground floor square foot area of not less than 1,400 square feet and shall have a cubic content of at least 16,000 cubic feet.

(f) In computing ground floor area, the method of computation shall be that established by the zoning ordinance which may from time to time govern this subdivision. In the absence of a computation so established, ground floor area shall include all bas, vestibules, or other room permanently enclosed but shall not include garages, open porches or terraces.

(g) The maximum roof pitch of all structures shall be one-half pitch, and no flat roofs shall be permitted except with the express approval provided for in Paragraph III (j) hereof. All roofs shall be of asphalt shingle, weighing not less than 210 lbs. per square, or of wood, tile or slate construction and no other type of roofing, including, but not by way of limitation, rolled or diamond shaped roofing, shall be permitted. A 3-ply built-up roof with a minimum pitch of 3/12, with topping approved as provided in Paragraph III (j) hereof may be permitted.

(h) The height of finished first floor in all structures shall be sufficient to insure a dry floor regardless of weather or drainage conditions.

(i) All chimneys shall be of stone, brick or concrete provided, however, that at the time of submission of plans for approval another type of construction may be approved.

(j) Before construction shall be commenced or ground broken, building plans and specifications for all structures, including docks, must be approved in writing by a duly authorized officer of Houseman-Spitzley Corporation or its successors or assigns, or by such person or corporation as it may designate.

(k) All exterior masonry walls of cement block or cinder block shall be painted with two coats of Peerless Cement Paint or its equivalent and the color thereof shall be limited to white, Ivory, cream, grey, stone or brown tones which match stained wood. Preparation of surface, mixing and application of the paint shall comply strictly with the manufacturer's recommendations.

(l) All fences shall be of woven wire, painted wood, rail, or colonial type construction. Solid fences are prohibited.

(m) No docks shall be permitted in this subdivision unless approved as to size and location, in writing by a duly authorized officer of Houseman-Spitzley Corporation, or its successors or assigns or by such person or corporation as it may designate.

IV. RESTRICTIONS RELATING TO THE USE OF THE PROPERTY

(a) All lots in this subdivision, with the exception of Lot 64, shall be used for residential purposes only and not more than one residence and one garage shall be placed on each lot.

(b) No outbuildings, with the sole exception of a garage, shall be permitted on any lot.

(c) No structure of any sort shall be moved into any lot, and no unfinished garage or residence shall be used as a residence temporarily or permanently. The second story only of two-story garages may be used for living quarters of persons employed by the owner of the residence located on the same lot and members of the immediate family of such employees.

(d) No trailer, basement, tent, or other movable or temporary type of housing shall at any time be used as a residence.

(e) No animals, birds or reptiles shall be kept on any lot in this subdivision except that dogs, cats, and small birds generally kept in cages, kept as domestic pets, shall be permitted in this subdivision.

(f) Hedges and fences shall be permitted in this subdivision provided the same do not exceed four (4) feet in height measured from the ground level, provided however, that such hedges and fences shall be subject to the limitations on extent hereinabove established in Paragraph II.

(g) All sewage shall be disposed of through a septic tank or sewage disposal system, but such tank or system must comply in all respects with the requirements of the State of Michigan and every department thereof, and the rules and regulations of any municipality having jurisdiction as the same may now be in effect or hereafter amended.

(h) Garbage and rubbish shall be placed in separate sanitary cans or concrete receptacles and must comply with all requirements of the State of Michigan and every department thereof, and of any municipality having jurisdiction. In the event there shall at any time be no system for removing all garbage or rubbish or both, established by a municipality, the same shall be disposed of in a manner to be determined by the owners of a majority of the lots in this subdivision. The cost of disposing of garbage and rubbish in the latter event shall be borne equally by the owners of residences in this subdivision.

(i) The owner of each lot shall keep the weeds cut on his lot or lots, and shall keep such lot or lots in a neat appearance at all times.

(j) Any boats which may be used on Upper Long Lake shall be used only by (1) the owner or owners of lots in Upper Long Lake Estates and of lots in Upper Long Lake Estates No. 1, (2) the immediate family of such owner or owners, and (3) the domestic servants and invited guests of such owner or owners and the immediate family of such guests.

(k) Rafts shall be permitted on Upper Long Lake but only when approved as to size and location in writing by a duly authorized officer of Houseman-Spitzley Corporation or its successors or assigns or by such person or corporation as it may designate.

(l) No lots shall be used to provide or permit access to Upper Long Lake by any person or persons other than (1) the owner or owners of lots in Upper Long Lake Estates No. 1, (2) the immediate family of owner or owners, and (3) the domestic servants and the invited guests of such owner or owners and the immediate family of such guests.

(m) Lot 64 shall be used solely for the purpose set forth in subparagraph (p) hereof and also for the purpose of providing access to Upper Long Lake for (1) the owner or owners of lots in Upper Long Lake Estates No. 1, but not for the owner or owners of lots in Upper Long Lake Estates, (2) the immediate family of said owner or owners and (3) the domestic servants and the invited guests of such owner or owners and the immediate family of such guests.

(n) It is the intent that except as provided in paragraph (p) hereof, no boats, rafts, or boating or swimming accessories of any kind shall be stored or permitted upon lot 64, or on any dock erected on or from lot 64.

(o) No intoxicating beverages shall be used or permitted upon said lot 64 at any time.

(p) It is the intent of Hammond Lake Realty Company to foster the formation of a club or association composed of bona fide owners of residential lots in Upper Long Lake Estates No. 1, which club or association shall be formed to regulate, control and be responsible for the use of said lot 64, by those entitled thereto. Such club or association may store not more than one raft and five boats of a kind and type to be determined by the club or association on said lot 64.

V. EASEMENTS AND DEFINITIONS

(a) The term "Owner" as used in these restrictions shall mean the person or persons who shall be in possession of any lot at any given time and who shall at the same time be either (1) the holder of record title, (2) the vendee under a land contract from the holder of record title, or (3) a tenant under a lease, written or verbal, from the holder of record title.

(b) As used in these restrictions the term "road lot line" shall mean the common line between a lot and a road; the term "side lot line" shall mean any line which is not a road lot line or center line of the proposed canal as shown on the plat or a rear lot line. In determining any question in connection with the definition of any lot line, if the definition herein contained shall not be applicable, the definitions and provisions of the zoning ordinance of Bloomfield Township shall apply. Any lot may have either one or two but not more than two road lot lines. When two or more adjacent lots are owned and occupied by the same owner, the foregoing definition on said lot line shall not include the lines common to such two or more lots owned by the same owner.

(c) Any easement shown on the plat of this subdivision which at any time shall be used for public or private utilities, shall include the right of any public or private utility to cut and trim from time to time, as the same may be necessary in the sole discretion of the utility, any and all trees and brush which may interfere with the use of such easement by such utility.

IN WITNESS WHEREOF the undersigned, being the owners of all lots contained in said subdivision, have executed this instrument this 31st day of October, 1955.

HAMMOND LAKE REALTY COMPANY -
A Limited partnership

D. E. Korth
D. E. Korth

S. Martin
S. Martin

D. F. Korth
D. F. Korth

R. J. Chapp
R. J. Chapp

By Francis H. Phelps
Francis H. Phelps
General Partner

Edward A. Skae
Edward A. Skae

Jean D. Skae, wife of Edward
A. Skae, Ellen Skae Phelan,
Janet Skae Gallaudet and Florence
Skae Smith

By Edward A. Skae atty.
Edward A. Skae
Their attorney in fact.

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 31st day of October A.D., 1955, before me a Notary Public in and for said County appeared Francis H. Phelps, to me personally known, who being by me sworn, did say that he is General Partner of Hammond Lake Realty Company, the Limited Partnership which executed the within instrument, and that said instrument was signed and sealed in behalf of said Limited Partnership and that he was authorized so to do, and said Francis H. Phelps acknowledged said instrument to be the free act and deed of said Limited Partnership.

Sylvia Martin
Sylvia Martin
Notary Public, Wayne County,
Michigan

My commission expires: 3/31/59

STATE OF MICHIGAN)
) SS.
COUNTY OF Wayne)

On this 31st day of October A.D., 1955, personally appeared Edward A. Skae and Jean D. Skae, wife of Edward A. Skae, Ellen Skae Phelan, Janet Skae Gallaudet and Florence Skae Smith, by Edward A. Skae, their attorney in fact, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Louise A. Scherer
Louise A. Scherer
Notary Public, Wayne County,
Michigan

My commission expires: Nov. 17 - 1957

1955 NOV 2 PM 1 52
MICHIGAN
Notary Public

When recorded- Return to
Houseman Spitzley Corporation
406 Washington Blvd. Bldg.
Detroit, 26, Michigan