

BUILDING AND USE RESTRICTIONS
"PARKWOODE SHORES SUBDIVISION NO.1"

The Building and Use Restrictions and other restrictions and covenants hereinafter set forth shall be applicable to all lands situated in the Township of Waterford, Oakland County, Michigan, described as:

Lots 1 through 78 inclusive, Parkwoode Shores Subdivision No. 1, part of the N.W. 1/4 of Sec. 3 and part of the N.E. 1/4 of Sec. 4, T. 3 N., R. 9 E., Township of Waterford, Oakland County, Michigan, as recorded in Liber 158, Pages 22 & 23, Oakland County Records.

The building and use and other restrictions and covenants hereinafter set forth constitute a general plan for the development and improvement of the above described property as a desirable residential development, which shall run with the land and which shall be binding on the parties hereto and all parties and all the persons claiming under them as provided hereafter.

By inference or otherwise, these restrictions and covenants are not to be construed as covering any lands other than the lots mentioned herein.

1. LAND USE AND BUILDING TYPE. No lot shall be used for other than residential purposes, and no building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage or carport, which garage or carport may be attached to the dwelling.

2. DWELLING SIZE. Any dwelling erected, altered, placed or permitted to remain on said property shall contain a ground floor area of not less than 1,100 square feet in the case of a one-story structure; nor less than 780 square feet on the first floor in the case of a 1-1/2 story structure with a total aggregate livable floor area of the entire building being not less than 1,100 square feet; nor less than 600 square feet on the first floor area of a two-story or bi-level structure with a total aggregate livable floor area of the entire building being not less than 1,100 square feet; nor less than 1,100 square feet in the case of a tri-level or multi-level structure, of which the total of all levels may be combined in arriving at such 1,100 square foot requirement.

3. GARAGES. Whether or not an integral part of, or connected to any dwelling, open or enclosed porches, breezeways, arcades or other similar types of construction and steps shall not be considered a part of any such dwelling in computing ground or other floor area.

4. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line than 25 feet. No building on any corner lot shall be located nearer to the side street line than 25 feet, except on corner lots which are back to back on which a minimum

distance of 15 feet from side street may be permitted; garage location on corner lots shall conform to dwelling setbacks. There shall be a minimum distance of 17 feet between dwellings with a minimum side yard of 8 1/2 feet on each side. No owner of any lot which abuts either Woodhull or Eagle Lake may alter the contour of the land abutting either lake without receiving written approval from the Michigan Department of Natural Resources.

5. HOMEOWNERS ASSOCIATION. The owners of all lots shall be members of the Parkwoode Shores Homeowners Association and be bound by the conditions set forth in the recorded Declaration o Covenants, Conditions and Restrictions and any Amendments thereto.

6. LOT AREA AND WIDTH. Nothing contained herein shall be so construed as to prevent any owner of property from erecting a permitted type of residential building on a parcel of land consisting of one or more full platted lots or fractions thereof, without references to the platted lot lines other than to observe the set-back requirements hereinabove described from front and other property lines, provided that no single residence building and then only one such permitted building, shall be erected, place or permitted to remain on any parcel of land which does not have at least an area of 7,800 square feet and 65 foot frontage at the front building setback line excepting however, that a single residence dwelling may be constructed on any of the subject lots as platted.

7. EASEMENTS. The areas designated as easements for public utilities on the recorded plat are also drainage easements and are dedicated to the use of the abutting lot owner for the passage of surface water. No structure or earth till or obstruction is to be placed on said area that would interfere with the free passage of said drainage waters. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except those improvements for which a public authority or utility company is responsible.

8. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

9. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

10. FENCING. No fence or wall shall be erected, placed or altered on any lots nearer to any front street than the minimum building setback line excepting houses used as models or former models.

11. SIGNS. Only the following signs may be displayed to the public view on any lot in the Subdivision: (1) One professional sign of not more than two square feet, (2) One sign of not more than five feet square advertising the property for sale or rent by an

individual property owner desiring to sell or rent, (3) Those signs used by a builder to advertise the property during the construction and sales period.

12. LIVESTOCK AND POULTRY. No animals, livestock, birds or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other common household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.

13. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in closed sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

14. SIGHT DISTANCE AT INTERSECTIONS. 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 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same 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 distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. ARCHITECTURAL CONTROL.

A. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the proposed location of the structure on the lot or building plot 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, existing shade trees, building lines and these restrictions. The Architectural Control Committee expressly reserves the right to reject any plan submitted because of lack of harmony or external design with existing structures; or any plans that, respecting front building line, do not harmonize with nearby existing structures or do not permit the preservation of existing shade trees. Approval shall be as hereinafter provided.

B. The maximum finish grade line and the minimum grade line of each lot shall be individually established by the Architectural Control Committee, topography of the lot being considered. No structure shall be erected, altered, placed or permitted to remain on any lot unless the finish grade thereof shall conform to the line established by said the Architectural Control Committee upon presentation of proposed plans and specifications covering proposed construction on such lot. Such determination of the Architectural Control Committee must be through written memoranda.

C. The Architectural Control Committee is composed of the officers from time to time of Republic Development Corporation, a Michigan corporation, and anyone else so designated by them by written memoranda. A majority of the Committee may designate a representative to act for it by written memoranda. In the event of the death or

resignation of any member of the Committee, the remaining members shall have full authority to designate a successor by written memoranda. Neither the members of the Committee nor its designated representative shall be entitled to compensations for services performed pursuant to this covenant. In the event of the termination of the charter of Republic Development Corporation for any reason, a majority of the last Board of Directors shall constitute the Architectural Control Committee, which Committee shall have the same rights, duties and powers as is otherwise in this paragraph provided.

D. All requests of lot owners as well as the Committee's approval or disapproval as required in these covenants shall be in writing and dated. In the event the Committee or its designated representative fails to approve or to disapprove within thirty (30) days after submission to it of plans, specifications and written request for the approval thereof signed by the owner, 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 the same shall not be in violation of the limitations expressly elsewhere herein incorporated. It is the intent and purpose of this provision to require the lot owner to obtain approval of the Committee and that a failure to obtain such approval because of lapse of time shall not give lot owner a right to deviate from the minimum requirements herein specified. Written approval of proposed plans and plot plans must be obtained from the Architectural Control Committee before application is made to the Township to issue a building permit, and the issuance of a building permit shall in no way operate as a waiver of any of the requirements of the provisions of these Building and Use Restrictions.

16. BASEMENT FLOOR ELEVATION. Any building used or capable of being used for residential purposes and occupancy within or affected by the 100 year flood plain shall not have any basement floors constructed below the elevation of 962 USGS Datum.

17. TERMS OF RESTRICTIONS. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part except for paragraph 16 which may no be changed, and shall be observed in perpetuity.

18. ENFORCEMENT. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages.

19. SEVERABILITY. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

