

Franklin Woods, Inc., a  
Michigan corporation, and  
Russell Pickering and  
Helen B. Pickering  
as to  
"Franklin Woods Manor No. 1"  
a subdivision of part of the  
south half of Section 31,  
town 2 north, range 10 east,  
Bloomfield Township, Oakland  
County, Michigan.

Declaration of Restrictions  
Liber 3549, page 692, O.C.R.  
Dated June --, 1956.  
Acknowledged June 29, 1956.  
Recorded July 2, 1956.  
Register No. 39825.

Whereas, the undersigned owners are desirous of imposing certain building and use conditions, restrictions, covenants, agreements and easements upon the above described property so as to preserve the value thereof in manner and form and for the period of time as hereinafter set forth;

Now, Therefore, in consideration of the mutual benefits to be derived by the undersigned, its successors and assigns, it does hereby declare:

### 1. Declaration

The undersigned, for themselves, their successors and assigns, do hereby publish and declare and make known to all intending purchasers and future owners of the various lots comprising the above described subdivision, that the same will and shall be used, held and/or sold expressly subject to the following building and use conditions, restrictions, covenants, agreements and easements which comprise the general plan for the improvement of the said subdivision and which shall be incorporated by reference in all deeds of conveyance and contracts for the sale of said lots and run with the land and be operative up to and until January 1, 1981, at which time the aforesaid conditions, restrictions, covenants, agreements and easements shall be automatically extended for successive periods of ten years, unless by vote of two-thirds of the owners of the lots it is agreed to change said conditions, restrictions, covenants, agreements and easements in whole or in part.

### 2. Use of Property

(a) Lot #60 and any other vacant lots owned by Franklin Woods, Inc. in the above mentioned subdivision may be used for the construction, operation, and maintenance of a water system thereon which may supply water to all of the lots in said subdivision and to property neighboring, adjoining, adjacent and/or contiguous thereto. Said lots may also be used as a private park(s).

(b) All remaining lots shall be used for residence purposes only and no building of any kind whatsoever shall be erected, re-erected, moved or maintained thereon except a private dwelling house and appurtenant buildings as hereinafter provided. Such dwelling house shall be designed and erected for occupation by a single private family and a private attached garage for the sole use of the respective owner or occupant of the lot upon which said garage is erected. Such garage may have living quarters in connection therewith for use and occupancy by servants of the owner in the respective lots. Other buildings may be erected only if approved by Franklin Woods, Inc. in such manner and location as Franklin Woods, Inc. may in its sole discretion permit in writing.

### 3. Character and Size of Buildings

No buildings, septic tank, or septic field, fence, wall 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 registered architect showing the nature, kind, shape, height and materials, color scheme, location on lot and approximate cost of such

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structure and the grading plan of the lot to be built upon shall have been submitted to and approved in writing by Franklin Woods, Inc. or its authorized agent, and a copy of said plans and specifications as finally approved, lodged permanently with said Franklin Woods, Inc.

Franklin Woods, Inc. 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 residential section and if a disagreement on the points set forth in this paragraph should arise, the decision of Franklin Woods, Inc. shall control.

However, in the event Franklin Woods, Inc. or its agents have failed to approve or disapprove such plans and location within 30 days after the same shall have been delivered to Franklin Woods, Inc., 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 tract and these restrictions.

In any case, with or without the approval of Franklin Woods, Inc., no dwelling shall be permitted on any lot in the subdivision unless, in the case of a one-story building, the ground floor area thereof shall be not less than 1500 square feet, and in the case of a one and one-half story building, the ground floor area shall be not less than 1200 square feet. No dwelling shall exceed one and one-half stories in height, except that tri-level homes may be allowed in the discretion of Franklin Woods, Inc. All restrictions on square footage shall be exclusive of garages, porches or terraces. All garages must be attached or architecturally related to the dwelling, and no garage shall provide space for less than 2 automobiles. Car ports may be approved by Franklin Woods, Inc., at their discretion, providing they do not face the street.

#### 4. Building Lines

No building on any of said lots shall be erected nearer than 50 feet to the front lot line, or nearer than 15 feet to the side or rear lot line, except by written consent of Franklin Woods, Inc.

#### 5. Animals

No chickens, other fowl or livestock 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. At no time shall any horses be kept on the land.

#### 6. Sewage

All sewage shall be disposed of by septic tank or other sanitary methods approved by the Michigan Department of Health or by such public body as may succeed to its duties and functions. The design of any septic tank and its appurtenant drainage system shall be approved in writing by Franklin Woods, Inc., through its representatives as to location, design and construction. No sewage effluent from septic tanks or garbage or other refuse shall be permitted to enter any lake, canal or waterway within the subdivision or bordering thereon.

7. Wells

No well shall be dug, installed or constructed on any of the lots in the above described subdivision except with the written approval of Franklin Woods, Inc., through its duly authorized representatives

8. Trees and Soil

No trees which exceed six inches in diameter shall be removed or cut, nor shall surface soil be dug or removed from any lot for purposes other than building and landscaping on said lot without the prior consent of Franklin Woods, Inc. or its duly authorized representative

9. Care of Fruit Trees

As long as the Pickering apple orchard is being maintained, all fruit trees upon the lots in said subdivision shall be sprayed and properly cared for.

10. Easements

Easements for installation and maintenance of utilities and underground sewerage and drainage lines are reserved in and over the rear 20 feet of lots 28 through 31 and the northerly 20 feet of lot 32, and over the rear 12 feet of lots 32 through 38 and lot 60, and over the rear 6 feet of all other lots, and also in and over a strip of land 6 feet in width along all other interior lot lines. After such utilities have been installed, planting, fencing or other lot line improvements shall be allowed so long as access without charge or liability for damages be granted for the maintenance of utilities or underground drainage lines so installed or for the installation of additional facilities. No lot owner shall reserve or grant any easement, right of way in, upon, under or over his lot for conduits, poles, driveways, pathways, or for any other purpose without the consent in writing of Franklin Woods, Inc., or its duly authorized agent.

11. Temporary Structures

Trailers, tents, shacks, barns or any temporary building of any description whatsoever are expressly prohibited within this subdivision and no temporary residence shall be permitted in unfinished residential buildings. The erection of a temporary storage building for materials and supplies to be used in the construction of a dwelling, and which shall be removed from the premises on completion of the building, may be allowed with the written consent of Franklin Woods, Inc.

12. General Conditions

(a) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers properly concealed from public view. A specifically designated area may be temporarily used by designated builders if permission is given them by Franklin Woods, Inc. for the purpose only of burying allowable building waste in a manner which will not be objectionable to adjacent properties.

(b) No trailers or commercial vehicles, other than those present on business, may be parked in the subdivision.

(c) No laundry shall be hung for drying in such a way as to be readily visible from the street on which lot fronts.

(d) All homes shall be equipped with electric garbage disposal units in the kitchen.

13. Sales Agency

Notwithstanding anything to the contrary herein contained, the parties hereto and Franklin Woods, Inc. may construct and maintain a sales agency office on a lot or lots of their choosing in the Subdivision until such time as all of the lots in the Subdivision and adjoining subdivision have been sold by them.

14. Lease Restrictions

No owner of any of said lots shall lease and/or sublet less than the whole of any dwelling.

15. Exterior Surface of Dwellings

All dwellings shall be of brick or brick veneer. Poured concrete brick, cinder brick or cinder block shall not be used as an exterior surface in any of said dwellings; provided, however, Kragstone shall be permitted. Wood, stone, glass or ledge rock may be used in combination with brick, provided that the same does not exceed 50% of the exterior surface, unless authorized in writing by Franklin Woods, Inc. through its duly authorized agents.

16. Fences

(a) No fence, wall or solid hedge may be erected, grown or maintained in front of or along the front building line of any lot, nor shall any fence or wall be erected on or between the sidelines of any lot which is more than four feet in height or extended forward or beyond the front building line. No wire fences shall be permitted on any of the lots in said subdivision, but rather permitted fences shall be of permitted masonry materials or of wood construction of a ranch type split rail or picket design. If a particular condition arises in which fencing beyond the four foot height or of a material other than designated is desirable and in no way affects the contiguous lot, a request for such permission may be submitted to the Franklin Woods, Inc. and they may have the right to grant such permission notwithstanding.

(b) No fence shall be permitted within 25 feet of any stream or natural water course in the subdivision, except with the written approval of Franklin Woods, Inc., through its duly authorized agents.

(c) All portions of the lots lying in front of the building line as hereinbefore set forth shall be used for ornamental purposes only.

17. Signs

No sign or billboard shall be placed or maintained on any residence lot, except that one sign advertising the lot or house or house and lot for sale or lease, and having not more than 5 square feet in surface and the top of which shall be 3 feet or less above the ground, may be erected and maintained on any of said lots. Such other signs may be erected and maintained as are permitted in writing by Franklin Woods, Inc.

18. Destruction of Building by Fire, etc.

Any dwelling or building on any lot in the within subdivision which may be in whole or in part destroyed by fire, windstorm or otherwise, must be rebuilt with all reasonable dispatch and, pending such rebuilding, all debris shall be removed from such lot and property in order to preserve the sightly condition of the subdivision.

19. Altering Size of Lots

With the exception of lots made smaller to accommodate water pumping facilities, no lots in said subdivision shall be subdivided or in any respect reduced in size in any manner whatever. Lots may be enlarged by the consolidation of 2 or more of the same in their entirety under a single ownership and must be developed as a unit and all restrictions provided for hereunder shall apply to such consolidated lots as the same apply to any single lot.

20. Creeks and Drainage Ditches

Natural creeks and/or drainage ditches now located in said subdivision shall not be drained, filled, altered, changed, dammed or widened without the express written consent of Franklin Woods, Inc.

21. Community Services

The owners or occupants of any lot in said subdivision shall be subject to all reasonable and equitable rules, regulations and rates adopted by the Franklin Woods Development Association, a Michigan non-profit corporation, for the maintenance and operation of a water and drainage system; and also the maintenance and operation of a subdivision entrance.

22. Severability of Provisions

Invalidation of any of the covenants, conditions or limitations in this instrument contained by judgment or court order, shall in no wise affect any of the other covenants, conditions and limitations which shall remain in full force and effect.

23. Lot Owners' Association

Any or all of the rights and powers, titles, easements and estates reserved or given to Franklin Woods, Inc. hereby may be assigned to any corporation or to any association composed of the owners of the property in said subdivision. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignees or transferees shall join for the purpose of evidencing its consent to the acceptance of such powers and rights, and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as herein given and reserved to and assumed by Franklin Woods, Inc., and such instrument when executed by such assignee or transferee shall without further act release Franklin Woods, Inc. from such obligations and duties.

24. Violations

Violation of any restriction or condition or breach of any covenant or agreement herein contained shall give Franklin Woods, Inc., in addition to all other remedies provided by law, the right to enter upon the land upon which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist contrary to the intent and meaning of the provisions hereof, and Franklin Woods, Inc., shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

Franklin Woods, Inc. signed and acknowledged by Herman Frankel, President and Ivan Frankel, Vice President.

Executed by authority of its Board of Directors.