

CAMBRIDGE VILLAGE ASSOCIATION DEED RESTRICTIONS

Rodney M. Lockwood and Muriel H. Lockwood, his wife
to
The Builders Association of Metropolitan Detroit
a Michigan non-profit corporation
1401 Dime Building, Detroit, 26, Michigan

Warranty Deed, \$1.00 etc.
Liber 2939, Page 470, O.C.R.
Dated September 16, 1952
Acknowledged September 16, 1952
Recorded November 24, 1952
Register No. 50183

Conveys land in Township of Southfield, Oakland County, Michigan as lot 11 of Cambridge Village being a subdivision of east half of southwest quarter of section 13, town 1 north, range 10 east, Southfield Township, Oakland County, Michigan according to plat recorded in Liber 65 of Plats, Pages 25, 26, and 27, Oakland County Records.

Subject to zoning ordinances and the following building and use restrictions: The grantee or grantees covenant for himself or themselves, his heir or heirs, and assigns that the real property conveyed shall be owned, possessed, conveyed, transferred, and sold subject to the following restrictions, covenants, reservations, easements, and other limitations upon the use and occupancy of the property conveyed, particularly, with respect to the use of the land and buildings erected or to be erected thereon. The property conveyed shall be used for residential purposes only, and for no other purpose.

No building shall be erected, altered, placed, or permitted to remain on the property conveyed other than 1 detached single family dwelling not to exceed 2 stories in height, together with 1 private garage with capacity for not more than 2 passenger automobiles. No such building if 1 or 1 and 1/2 story construction shall contain less than 900 square feet of foundation area, provided that if such building be 2 stories in height it shall contain not less than 700 square feet of foundation area.

The exterior walls of all buildings constructed or to be constructed on the property conveyed herein shall be of brick, brick veneer, concrete, stone, wood siding, or wood shingles or shakes, and of no other materials.

No fence shall be erected on any part of the property conveyed which shall be of a height greater than 36 inches above the finish grade of a lot at point of erection. All fences shall be limited in style to decorative wooden rail fences or wooden picket fences, with pickets not wider than 4 inches and space between not less than twice the width of the pickets from center to center. Decorative fence posts may be erected provided they shall not be of a height greater than 48 inches above the finish grade at point of erection. This restriction shall not apply to ornamental lamp posts.

No shade trees shall be removed from the property conveyed except dead trees, provided that any trees may be removed provided the consent of the Architectural and Plan Control Committee hereinafter referred to is obtained in advance of the removal. No business, trade, profession, or commercial activity or calling of any kind shall be conducted in any building or on any portion of the property conveyed. No poultry, birds, livestock, or animals of any kind other than house pets shall be kept or maintained on any part of the property. Dogs or cats may be kept upon said property as pets provided they are not kept, bred, or maintained for sale or any other commercial use or purpose. No signs, advertisements, billboards or advertising structures of any kind shall be erected or maintained on this property except upon consent in writing of the Architectural and Plan Control Committee as

hereinafter created and maintained; provided, that no such permission shall be required for the erection and maintenance of not more than 1 advertising board, which advertising board shall be not more than 6 square feet in size and used for the sole and exclusive purposes of advertising for sale or rent the property upon which it is erected.

No temporary building, trailer, basement, tent, shack, garage, barn or any other type of temporary of partly finished building or structure shall be erected or placed upon this property.

No dwelling or garage shall be located on this property nearer to the front lot line than 35 feet nor nearer to either side lot line than 5 feet nor nearer to any structure on an adjacent lot or building site than 15 feet: provided however that any dwelling located on a corner lot shall not be located nearer to the side street than 30 feet if there are other lots which front on such side street in the same block. No dwelling shall be located nearer than 30 feet to the rear lot line, provided, however, that a detached garage may be located not less than 2 feet from the side lot line and not less than 6 feet from the rear lot line; for the purpose of this provision, covered porches or terraces, attached garages and bays shall be construed to be a part of the dwelling, but eaves, steps, and open porches shall not be considered as a part of the dwelling, but nothing contained in this paragraph shall be construed to permit any portion of a building to encroach upon an adjacent lot or building site. For the purposes of these restrictions, a parcel consisting of all or part of each of 2 or more lots may be designated as a "Building site", in which event the side line restrictions herein shall be construed to apply to the "designated building site", provided however, that no such "building site" shall contain less than 7500 square feet of land.

No building or structure of any kind shall be erected, placed or altered upon this property until the plans and specifications for such construction or alteration, together with a plot plan showing the location of the structure or alteration have been approved by the Architectural and Plan Control Committee as to proposed workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to lot lines and finish grade elevation; no fence or walls shall be erected, placed, or altered on this property until the plans and specifications and plot plan showing the location at which it is to be erected shall have been approved by the Architectural and Plan Control Committee before construction or alteration has been commenced.

The Architectural and Plan Control Committee shall consist of 1 or more persons appointed by the grantor herein, his heirs, successors, and assigns, and the grantor herein shall have the right to assign this power of appointment to any person or corporation which he may designate by an instrument in writing.

The grantee covenants and agrees for himself, his heirs and assigns, that he will become and remain a member of the Cambridge Village Association so long as the grantee retains any interest in the property conveyed and by accepting the conveyance the grantee becomes a member of said association and binds himself to abide by the Articles of Association, By-laws and Reasonable Rules and Regulations of the association which may be adopted by the Board of Directors from time to time, and the grantee agrees to pay to the association such annual dues and assessments as its Board of Directors shall fix and determine, and said dues and assessments shall be paid at such time or times as the directors shall determine.

The grantee covenants and agrees to participate in the manner prescribed by the By-laws of the Cambridge Village Association and the resolutions of its Board of Directors in the maintenance of all community improvements such as common planting areas, street corner improvements, such as decorative fences, posts, street lamps, parks and playgrounds and in general, he or they agree to participate in all improvements which the Board of Directors of said association shall create for the benefit of the community.

No part of this property shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other wastes. If the public authorities do not provide for the removal of such trash, garbage, or other waste, the grantee hereby covenants to dispose of such items at regular intervals, either by approved incinerator, mechanical disposer, or by arranging for the removal thereof from the premises to a public dump or other point of disposal. If such disposition is by removal from the premises, such removal shall take place at least twice each month. Trash, garbage or other waste pending removal shall not be kept except in sanitary containers, and shall not be kept in front of the dwelling unit or in any other place which the Architectural and Plan Control Committee deems detrimental to the appearance or health of the community.

The grantor reserves and excepts from this conveyance an easement over the rear 6 feet of this property as shown by the recorded plat for the installation and maintenance of utilities and drainage facilities and the grantor, his agents, successors and assigns are permitted to use the easement for the purpose aforementioned.

The undersigned has installed or will install sewers and water mains in Cambridge Village Subdivision and no grantee shall have authority to permit tapping into the sewer or water mains, and only the grantor herein or such person or persons as he may hereafter authorize may grant a permit to tap or use the sewer and water mains installed in Cambridge Village Subdivision.

The restrictions herein contained shall run with the land and shall continue in effect until December 31, 1982, after which time these covenants shall be automatically extended for successive periods of 15 years each, unless an instrument in writing executed by a majority of the then owners of the lots in Cambridge Village Subdivision has been recorded, modifying or terminating these covenants in whole or in part; it being understood that a majority of the property owners may continue the existence of the restrictions as hereinbefore provided. The covenants may be enforced by proceeding at law or in equity against any person, firm, or corporation, violating, attempting to violate, or jurisdiction may restrain violation of the restrictions, and award damages, and these restrictions may be enforced by the judicial proceeding aforementioned by the owners of any property in the subdivision subject to the restrictions or the owner or owners of property in Cambridge Village Subdivision which may be hereafter subjected to the restrictions, or by any association of such owners, and such association may prosecute appropriate judicial proceedings to prevent violation of these restrictions and recover damages. In the event that any Court shall invalidate any 1 or more of these covenants, such invalidation shall in no way effect the remaining covenants and restrictions which shall remain in full force and effect.

\$1.00 Revenue.