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RESTRICTION AGREEMENT

CHRISTIAN HILLS NO. 1, CHRISTIAN HILLS NO. 2, AND CHRISTIAN HILLS NO. 3,  
SUBDIVISIONS

RECORDED  
DATE AND COUNTY MICHIGAN  
REGISTER OF DEEDS RECORDS  
1984 MAY 18 AM 10 23  
D. J. R. GARDNER  
REGISTER OF DEEDS

LINCOLN 1-3388

MALCOLM M. HEBER  
ATTORNEY AT LAW

WASHINGTON SQUARE BLDG.  
ROYAL OAK, MICHIGAN

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1978-1980

RESTRICTION AGREEMENT

Christian Hills Subdivision No. 1, Christian Hills Subdivision No. 2, and Christian Hills Subdivision No. 3.

WHEREAS, "CHRISTIAN HILLS NO. 1", a subdivision of part of the Northwest 1/4 of the Northeast 1/4 and Southeast 1/4 of Section 20, Town 3 North, Range 11 East, Avon Township, Oakland County, Michigan, according to the plat thereof as recorded in Liber 77, Pages 2 and 3, Oakland County Records, and "CHRISTIAN HILLS NO. 2", a Subdivision of part of Section 20, T3N, R11E, Avon Township, Oakland County, Michigan, according to the plat thereof as recorded in Liber 78, Pages 32 and 33, Oakland County Records, and "CHRISTIAN HILLS NO. 3", a Subdivision of part of the East 1/2 of Section 20 and part of the Southwest 1/4 of Section 21, T3N, R11E, Avon Township, Oakland County, Michigan, as recorded in Liber 83, Pages 15 and 16 of Plats, Oakland County Records are each subject to certain restrictions upon their use as respectively set forth in Liber 3310, Page 155, O. C. R., Liber 3345, Page 107, O. C. R., and Liber 3471, Page 122, O. C. R., and,

WHEREAS, the restrictions upon the use of each of said Subdivisions vary, and it is the desire of the undersigned owners of lots in each of said Subdivisions that they be developed and maintained uniformly for the benefit and mutual protection of the owners of all lots in each of the three Subdivisions.

NOW, THEREFORE, the undersigned owners of lots in each of the above described Subdivisions, the number of which lots are set forth opposite all respective signatures hereto, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth and the mutual benefits to be derived therefrom, do each with the others hereby covenant and agree that all lots in each of said Subdivisions shall be, from the effective date hereof, subject to the following restrictions upon their use which restrictions shall run with the land and be binding upon and enforceable by the owners of all lots in each of said Subdivisions, their heirs, legal representatives, successors and assigns:

LAND USE AND BUILDING TYPE

(A) No building or structure shall be erected, altered, used, placed on, or permitted to remain on, any lot in said Subdivisions other than one detached single-family private dwelling, which dwelling shall not exceed one and one-half stories in height, and a private garage to be used for automobiles of the occupant of the dwelling or his guests, and for which no charge is made; provided, however, that a split-level or other multi-level and a two-story single family private dwelling may be permitted upon prior approval of the Architectural Control Committee hereinafter mentioned.

(B) No structure shall be erected, altered, placed on, or permitted to remain on other than existing lots as platted, or upon building sites composed of all or parts of adjoining lots in which latter event such site shall contain not less than 30,000 square feet.

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## ARCHITECTURAL CONTROL

No building, walls, water tank, or structure shall be commenced, erected, placed, or altered, on any lot until the construction plans and specifications and a plan showing the location of the structure on said lot or building plot have been approved by the Architectural Control Committee as to quality, construction and materials, harmony of external design with existing structures and as to location with respect to topographic finish, grade elevation and these restrictions. No fence shall be erected on any lot in the Subdivisions, except as the same be required by governmental authority for protection such as in the construction of private swimming pools, and then, however, only after first obtaining the written approval of the Architectural Control Committee as to the location, construction design and aesthetic appearance.

## RESIDENCE STRUCTURES

(A) On Lots 1 through 11, 71 through 79, 80 through 84, and 198 and 199 in Christian Hills No. 2, no residence structure shall be erected, altered, placed or permitted to remain on any lot unless the same shall have a square foot area at the first floor grade of at least 2,000 square feet, if a one story dwelling; nor less than 1,200 square feet on each level if a permitted two story dwelling; on the remaining lots in said subdivision, no residence structure shall be erected, altered, placed or permitted to remain on any lot unless the same shall have a square foot area at the first floor grade of at least 1,400 square feet, if a one-story dwelling; nor less than 1,200 square feet on each level if a permitted two story dwelling.

No split-level, one and one-half story, or other multi-level structure shall be erected, altered, placed or permitted to remain on any lot unless such structure shall have a square foot area of 2,200 square feet and at least 1,400 square feet at the grade level; provided, however, that for Lots 1 through 11, 71 through 79, 80 through 84, and Lots 198 and 199, Christian Hills No. 2, such split-level, one and one-half story, or multi-level structure shall have a total square foot area of not less than 3,000 square feet and not less than 1,500 square feet at the grade level.

(B) "SQUARE FOOT AREA" Shall be computed by including exterior walls and shall include partitions and interior walls, 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, basements and open or unheated porches and breezeways shall not be included in computing square foot area.

(C) Exterior walls of residence structures, garages and breezeways shall be constructed only of stone (Briar Hill, ledge rock or other stone of equal grade and quality), brick, or of cedar, white pine, or cypress siding with an exposure of not less than four (4) inches to the weather, or of cedar shakes. Vertical tongue and groove siding or ornamental plywood may be used if not less than 250 square feet of brick or not 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

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blocks may be used more than 8 inches above the grade line except in construction of a barbeque grill in rear of lot. No cement or asbestos siding may be used.

(D) No old, used, or other structure of any kind may be moved upon any lot. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other building, or out-building shall be constructed or placed upon the premises prior to the beginning of construction of the main residence structure, nor shall the same be used or occupied on any lot at any time as a residence either temporarily or permanently. In the event an owner or an occupant shall have a private trailer, truck, boat, or other vehicle not commonly used as part of normal residential activity, such vehicles shall not be stored in the open, but must be housed in a garage or other adequate permanent enclosed structure.

GARAGES AND BREEZEWAYS

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

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

(C) No structure shall extend nearer than 25 feet to any side street line nor nearer than 15 feet to any interior side lot line.

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

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

(F) No animals or livestock of any kind shall be raised, bred, or kept on any lot, except household pets of the occupant of the dwelling, and provided they are not kept, bred, or maintained for any commercial purpose, or become a nuisance. Kennels for the use of such pets may be built integral with the garage or barbeque upon obtaining prior approval of the Architectural Control Committee.

(G) No dwelling or garage shall be constructed, erected, or maintained on any lot unless the same be constructed by or under the direction, supervision, or control of a building company or builder registered under the laws of the State of Michigan. Builders may place temporary signs within the Subdivisions upon first obtaining the approval as to the size, design and type thereof from the Architectural Control Committee.

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.

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(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 15 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 restrictions, eaves, steps and open porches extending not more than five feet beyond the main residence structure shall not be considered as part of a building.

#### 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 plats.

#### MISCELLANEOUS

(A) The exterior of all residence structures 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 on any lot.

(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 firmly covered and in a clean and sanitary condition.

#### ARCHITECTURAL CONTROL COMMITTEE

(A) The Architectural Control Committee shall consist of four owners of lots in the Subdivisions, elected by the vote of the owners of lots in the three Subdivisions by ballot, or at a meeting called for that purpose. Notice of any such meeting shall be given by ordinary mail to the owners of said lots at their respective lot addresses or to the addresses appearing of record at the office of the County Treasurer. The four candidates receiving the highest number of votes shall be elected to serve for terms of one, two, three and four years, and until their successors are elected. Those elected with the higher number of votes to hold office for the longer terms. In case of death or resignation or disqualification of any member of the Committee, the surviving members may act, or may call a special election to fill the vacancy in the same manner as above provided or the surviving members may appoint a successor for the unexpired term.

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(B) The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated 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.

#### GENERAL PROVISIONS

(A) These Restrictions are covenants running with the land for the benefit of all the owners thereof and may be specifically enforced by the owner of any lot in said subdivisions and shall be binding upon all owners of said lands and all persons claiming by, under or through them for a period of 35 years from and after the date of recording of this Agreement with the Office of the Register of Deeds for Oakland County, Michigan, and shall be automatically extended for successive periods of 10 years each; provided, however, that the owners of record as shown in the Office of the Register of Deeds for Oakland County, Michigan, of the majority of the lots in each of the three Subdivisions, may terminate, modify, or amend these restrictions at any time and from time to time by an instrument in writing, signed by them and recorded in the Office of said Register of Deeds.

(B) Invalidation of any one of these Restrictions and covenants by judgment or decree shall in no wise affect any of the other provisions thereof which shall remain in full force and effect, and be enforceable as herein provided. Each restrictions herein contained is intended to be severable.

(C) These Restrictions are intended to be minimum restrictions and all lots in the Subdivisions must be used in full conformity with the zoning ordinances and with the laws of the Township of Avon, County of Oakland and State of Michigan.

#### EFFECTIVE DATE

Duplicates of this Agreement may be executed by various owners with the same legal effect as though all owners had executed the original, and this Agreement shall be effective when signed by the owners of a majority of lots in each of the above described Subdivisions and upon this instrument being recorded in the Office of the Register of Deeds for the County of Oakland, State of Michigan.

IN WITNESS WHEREOF, the parties hereinafter named have set their hands and seals opposite the number of the lots owned by them respectively on the date following their respective signatures.