

The Harmack Company

as to

Lake Charnwood

Restriction Agreement

Dated May 31, 1960

Acknowledged May 31, 1960

Recorded June 6, 1960

Liber 4080, Pages 703-709

The following covenants, conditions, restrictions, easements, reservations and agreements are hereby imposed on all lots in:

Lots numbered 1 through 131 inclusive of Lake Charnwood Subdivision, a subdivision of part of the northwest fractional 1/4 of Section 6, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, according to the plat thereof, recorded in Liber 101, Pages 5 and 6, Oakland County Records.

and shall constitute a general plan of uniform restrictions imposed on all lots in said subdivision and shall be binding upon the undersigned and upon their heirs, legal representatives, successors and assigns and upon all grantees, 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 subdivision other than one detached single family private dwelling not to exceed two stories in height, a private garage to be used to house automobiles of the purchaser, his leasee or guests, and for the use of which no charge is made and a private stable for the keeping of riding horses, as hereinafter provided. Two story houses can be built only on the approval of the Architectural Control Committee.

(B) No structure shall be erected, altered, placed or permitted to remain on any building plot containing less than 20,000 square feet. In event of construction of a residence structure as herein permitted on a building plot consisting of more or less than one full lot, then such plot shall be treated for the purposes of this agreement as a single lot, but in any event no lot shall contain less than 20,000 square feet of land.

ARCHITECTURAL CONTROL

No building, fence, 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 tight board fence shall be erected and any fence to be erected must first have approval of the Architectural Control Committee. Approval shall be as hereinafter provided.

RESIDENCE STRUCTURES

(A) No one-story residence structure shall be erected, altered, placed on, or permitted to remain on any lot unless such structure shall have a square foot area at first floor level of at least 1400 square feet.

(B) No one and one-half story or tri-level residence structure shall be erected, altered, placed or permitted to remain on any lot unless such structure shall have a square foot area of 1700 square feet of living area. No two story structure shall be erected unless the first floor area shall be 900 square feet.

(C) "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 and open or unheated porches and breezeways shall not be included in computing square foot area.

(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 outbuilding or outbuildings 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 such trailer shall not be stored in the open but must be housed in a garage or other adequate permanent enclosed structure.

GARAGES, BREEZEWAYS AND STABLES

(A) Garages, breezeways and stables to house horses shall have exterior walls only of materials 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 or connecting privacy wall.

(C) No private stable shall be erected or maintained on any lot having an area of less than two full acres and stables shall be for the accommodation of not more than 3 horses. Such stables shall have exterior walls only of materials permitted for exterior walls of residence structures. Such stables shall not be nearer than 100 feet to any residence building and shall be erected only on the rear half of the lot and in any case the site of the stable must first be approved by the Architectural Control Committee. The stable shall be used only to house horses for the private use of the owner, his guests or tenant, and for which no charge is made.

(D) No garage shall have a floor area of less than 300 square feet. All garages shall have a boxed cornice not less than six inches in width.

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

(F) No animals or livestock of any kind shall be raised, bred, or kept on any lot except that not more than 3 horses may be kept on lots having an area of not less than two full acres if an adequate stable is provided. Household pets may be kept on any lot for use by the owner and members of his family or a tenant of the owner provided they are not kept, bred or maintained for any commercial purpose, or provided they do not become a nuisance. Dog kennel for the use of such household pets may be built integral with garage, stable or barbeque.

(G) No structure shall be constructed, erected, or maintained on any lot unless the same is constructed or erected under the direct supervision and control of a builder who is registered under the laws of the State of Michigan, except that the subdividor reserves the right to place a temporary sales office and signs on any lots in said subdivision and maintain storage and necessary shops during construction of homes.

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. No structure shall be altered, erected, placed or permitted to remain on any lot unless the finish grade thereof shall conform to the grade lines established by said committee.

(B) No structure shall be erected, altered, placed or permitted to remain on any lots nearer than 60 feet to the front lot line or nearer than 15 feet to interior lot lines or nearer than 20 feet to any side street lines. A front building line greater or less than 60 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 5 feet beyond the main residence structure shall not be considered as part of a building.

LAKE USES

(A) All lot owners in "LAKE CHARNWOOD SUBDIVISION" shall be permitted equal privileges to the lake except that lot owners of lake front property shall have full rights of land ownership to their shore line.

(B) No motor boats or other crafts that create loud noises will be permitted.

RECREATION AREA (Known as Outlot A)

(A) In "LAKE CHARNWOOD SUBDIVISION NO. 1, NO. 2, NO. 3 and future adjacent subdivisions, all lot owners shall be permitted equal privileges and use of the recreation area.

(B) Users shall be held responsible for damage to any equipment, i.e. barbeques, picnic tables, buildings and debris left at area.

(C) Outlot A cannot be used for public or private use.

(D) The Architectural Control Committee shall have jurisdiction over the recreation area and its use and shall have the right of assigning its authority and/or duties to the owners or parties of its selection.

NUISANCES

(A) 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

(A) Easements for installation and maintenance or utility and drainage facilities are reserved as shown on the recorded plat.

MISCELLANEOUS

(A) The exterior of all residence structures, stables 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 of 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 in a clean and sanitary condition.

ARCHITECTURAL CONTROL COMMITTEE

(A) The Architectural Control Committee is composed of a majority of the owners of the Harmack Co., D.B.A. The majority of the committee may appoint a designated representative to act for it. Members of the committee or its designated representatives shall not be entitled to compensation for services performed pursuant to this covenant.

(B) The 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 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 and shall run with the land and shall be binding on all parties 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 of Oakland County, Michigan, after which date said covenants shall be automatically extended for successive periods of 10 years each.

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

(C) These restrictions are intended to be minimum restrictions and all lots in the subdivision must be used in full conformity with the zoning ordinances of the City of Troy, Oakland County, Michigan, or any other applicable zoning ordinances and with the laws of the City of Troy, County of Oakland, and the State of Michigan.

The Harmack Company, signed and acknowledged by Harry Macksey, Margaret F. Macksey, Edwin P. Beach and Ethel Beach.

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PLEASE NOTE: A restriction agreement for Lake Charnwood Subdivision No. 4 was filed at a later date. The restriction agreement reads identically to the above agreement with the exception of:

Between
Harry Macksey and
Margaret F. Macksey, his wife
and
Edwin P. Beach and
Ethel Beach, his wife
as to
LAKE CHARNWOOD SUBDIVISION NO. 4

RESTRICTION AGREEMENT
Dated February 5, 1965
Acknowledged February 5, 1965
Recorded February 15, 1965
Liber 4689, Page 517