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Return

WATERFORD HILL DEVELOPMENT CO.
(A Joint Venture)
3000 Cadillac Tower
Detroit, Michigan

Declaration of Restrictions
Dated: April 22, 1966.
Acknowledged:
Recorded:
Liber _____ Pages _____

As To

WATERFORD HILL MANOR #4

Declaration of building and use restrictions upon "Waterford Hill Manor #4, part of the South $\frac{1}{2}$ of Section 32, Town 4 North, Range 9 East, Independence Township, Oakland County, Michigan, as recorded in office of Register of Deeds for Oakland County, Michigan in Liber _____ on Page _____

WATERFORD HILL DEVELOPMENT CO., a Joint Venture, of 3000 Cadillac Tower, Detroit, Michigan as owner and proprietor, has joined in the execution and recording of above described Subdivision plat; and it is the purpose and desire of first party to create and develop the lots within said subdivision as a residential community of high quality, devoted to the construction and maintenance of residence buildings and improvements permitted hereunder of harmonious designs and proportions, and to perpetuate such uses and developments to the end that the area within the said Subdivision shall be perpetually maintained by the residential occupants thereof as a desirable living community. To attain such purpose, the undersigned Waterford Hill Development Co. does hereby declare, state and impose the following building and use restrictions upon the lots within the said Subdivision as follows:

1. AREA OF APPLICATION

The residential area covenants hereinafter set forth shall apply in their entirety to all of the lots shown on the recorded plat of Waterford Hill Manor No. 4.

2. LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single-family dwelling not to exceed two and one-half stories in heights and a private garage for not more than 4 cars. There shall be no boat houses erected on any lot or water's edge.

3. ARCHITECTURAL CONTROL

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been submitted to and be 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 and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided hereinafter.

4. The architectural control committee is composed of Donald E. White, 2891 Dixie Highway, Pontiac, Michigan, Meyer W. Leib, 3000 Cadillac Tower, Detroit, Michigan, and Samuel W. Leib, 3000 Cadillac Tower, Detroit, Michigan. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of two-thirds of the lots shall have the power

6.00

through a duly recorded written instrument to change the membership of the committee or to restore to it any of its powers and duties. 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 the construction thereof is instituted, approval will not be required and the related covenants shall be deemed to have been fully complied with.

5. DWELLING SIZE

Only one single residence building shall be erected, placed, or permitted on each lot and it shall have a ground floor area of the main building of not less than 1400 square feet for a one-story or bi-level dwelling; not less than 900 square feet for a two-story dwelling with not less than 600 square feet on the second floor, and not less than 1300 square feet in total area of the ground or main level and the upper level combined for a tri-level or a quad-level dwelling. All square footage shall be exclusive of open porches, garage and basement.

6. BUILDING LOCATION

No building shall be located on any lot nearer to the front lot line than 40' nor nearer than 25' to any side street line having no abutting frontage. Buildings may be located on the rear portions of corner lots 202, 208, 213 and 234 if necessary or desirable, subject to approval of the Architectural Control Committee. No building shall be located nearer than 10' to an interior lot line, except that no more than 5' sideyard shall be required for a garage or other permitted accessory building located 30' or more from the minimum setback line of an adjoining lot. No dwelling shall be located on any interior lot nearer than 35' to the rear lot line. For the purposes of this covenant, eaves shall be considered a part of a building, but steps and unroofed porches shall not be considered a part of a building, provided, however, that this shall not be construed to permit any portion of a building on one lot to encroach upon another lot.

7. LOT AREA AND WIDTH

No dwelling shall be erected or placed on any lot having a width of less than 100' at the street line nor shall any dwelling be erected or placed on any lot having an area of less than 15,000 square feet. No lot shall be divided into two or more parcels for use as separate lots, except that an interior lot may be divided between the owners of the two adjacent lots in which case the aggregate parcel shall be thereafter considered as one lot for the purpose of these covenants.

8. The exterior of each front and side elevation of every dwelling, exclusive of door areas, windows and other glassed-in areas, shall be constructed of at least 40% of brick, stone, ledge rock or other similar materials; provided, however, that in connection with any proposed residential construction, if written application shall be made to it by the owner of the building site involved, first party may in writing waive the said percentage of the said required materials on either the front or side elevations or both, if in the opinion of first party such deviation from such percentage of required materials will not result in impairment or destruction of aesthetic and architectural values with respect to the proper development of the lands within said subdivision as deemed a waiver with respect to any other building site. In no case, however, shall the exterior of any residential buildings be constructed of concrete, cinder or other aggregate block or of asbestos siding.

9. EASEMENTS

Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Permission to cut trees where necessary for said public utility purposes is hereby granted. No building or structure shall be erected or maintained upon any

portion of any lot to which an easement with respect to utilities or drainage is dedicated or reserved as shown on the recorded plat.

10. NUISANCES

No noxious or offensive activities 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. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. No oil drilling, oil development operations, oil refining, quarrying, mining, or topsoil stripping operations shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

11. SIGNS

No sign of any kind shall be displayed to public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period. No lighted sign or neon sign of any kind shall be permitted.

12. GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Any dumping carried on upon any lot shall be strictly for the purpose of filling and grading and shall be composed of clean earth or mineral aggregate. Trash, garbage, or other waste shall be kept in sanitary containers which shall be screened from the public view. No lot shall be used for the storage of building materials or other materials and equipment, except as part of a bona fide building operation.

13. WATER SUPPLY AND SEWAGE DISPOSAL

No individual water supply or sewage disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards, and recommendations of Oakland County Department of Health. No effluent from any individual sewage disposal system shall at any time be permitted upon the surface of the ground or discharged into any stream or watercourse located either on or off these premises.

14. TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, barn, garage, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No dwelling on any lot shall be occupied as a residence until the exterior is finished, the interior wall finish completed, and utilities installed and in good working order. All lawns on the street side of the building setback line shall be graded and seeded within six months after the residence is occupied.

15. WALLS AND FENCES

No fences or walls shall be erected, added to, altered, or maintained upon any lot until the plans and specifications, showing nature, kind, shape, heights of materials, color, and location have been submitted to and approved in writing by the architectural control committee.

16. SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six 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 50 feet from the intersection of street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended.

17. LAND NEAR PARKS AND WATER COURSES

No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any park or edge of the flood plain of any open water course, except that clean fill may be placed nearer, provided that the natural water course is not altered or blocked by such fill.

18. EROSION CONTROL

It shall be the responsibility of the owner of each lot to prevent erosion of any part of his lot. Such erosion control shall be by maintenance of grass or tree and shrub plantings, or construction of walls, cribbing or rip-rapping and shall not be undertaken prior to approval of the architectural control committee as heretofore set forth.

19. DEVIATIONS

Notwithstanding anything herein otherwise provided, first party, in connection with any requested approval of construction or improvement of any site in the Subdivision, shall have the right to authorize deviation from technical and exact requirements of the restrictions herein set forth, but only in cases where, in its opinion, there has been substantial compliance with the spirit, intention and objective of these restrictions, and where, in its opinion, such waiver will not result in any adverse effects on the desirable development of the lands within said subdivision.

20. TERM

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 25 years from the date of recordation, 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.

21. ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

22. SEVERABILITY

Invalidation of any of the provisions hereof by final judgment of any Court of competent jurisdiction shall in no way affect any of the other provisions which shall remain in full force and effect.

In Presence of;

Mildred P. Partacz
MILDRED P. PARTACZ
Milton D. Hubert
MILTON D. HUBERT

WATERFORD HILL DEVELOPMENT CO.,
a Joint Venture

Samuel W. Leib
SAMUEL W. LEIB
Meyer W. Leib
MEYER W. LEIB

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

On this 22nd day of April, 1966, before me personally appeared SAMUEL W. LEIB and MEYER W. LEIB, for Waterford Hill Development Co., a Joint Venture, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed, as Trustees for Waterford Hill Development Co., a Joint Venture.

Darlene A. Goldman
DARLENE A. GOLDMAN, Notary Public
County of Wayne, State of Michigan
My commission expires: November 22, 1969.

Drafted By:

SAMUEL W. LEIB
3000 Cadillac Tower
Detroit, Michigan 48226

RECORDED
REGISTER OF DEEDS - MICHIGAN
1966 APR 26 AM 11 35
John P. Murphy
CLERK - REGISTER OF DEEDS

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LAB, Inc., a Michigan Corporation

as to

WATERFORD HILL GOLF ESTATES No. 1

RESTRICTIONS

WHEREAS, the undersigned have caused to be placed upon record a subdivision known as:

Land in the Township of Independence, County of Oakland, State of Michigan, to-wit:

Waterford Hill Golf Estates #1, being a subdivision of part of the NW $\frac{1}{4}$ of Section 36 and part of the S $\frac{1}{2}$ of Section 29, T4N, R9E, Independence Township, Oakland County, Michigan as recorded in Liber 110, Pages 29 and 30.

WHEREAS, it is the intention of the undersigned to develop said subdivision and the undersigned desires to establish restrictions upon the lots contained in the said subdivision,

NOW THEREFORE, Lots 1 to 24 shall be subject to the following restrictive covenants, same to bind all parties in interest in and to said tract, their heirs, assigns and administrators forever and to run with the land.

1 - Said lots shall be known as residential lots and shall be used exclusively for the erection of one detached, single-family residence, and no lot shall be used for any commercial or manufacturing purposes.

2 - All one story dwellings erected on any lot in the tract shall contain not less than 1400 square feet of habitable floor area, two story dwellings shall contain not less than 1000 square feet at the first floor level and not less than 1400 square feet of habitable floor area. Tri-level dwellings shall contain not less than 750 square feet at the first floor level and not less than 1400 square feet of habitable floor area.

3 - All garages erected shall be attached to the dwelling.

4 - The exterior of each front and side elevation of every dwelling, exclusive of door areas, windows and other glassed-in areas, shall be constructed of at least 40% of brick, stone, ledge rock or other similar materials; provided, however, that in connection with any proposed residential construction, if written application shall be made to it by the owner to the

RECORDED
OAKLAND COUNTY REGISTER OF DEEDS
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D. R. Collins
REGISTER OF DEEDS

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building site involved, first party may in writing waive the said percentage of the said required materials on either the front or side elevations or both, if in the opinion of first party such deviation from such percentage of required materials will not result in impairment or destruction of aesthetic and architectural values with respect to the proper development of the lands within said subdivision as deemed a waiver with respect to any other building site. In no case, however, shall the exterior of any residential buildings be constructed of concrete, cinder or other aggregate block, or of asbestos siding.

5 - No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been submitted to and be 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 and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided hereinafter.

6 - The architectural control committee is composed of officers of LRB, Inc.. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or to restore to it any of its powers and duties. 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 the construction thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

7 - All dwellings or garages shall be set back at least 40 feet



Ord 4585 art 176

from the roadway. All dwellings and garages on all lots shall be set at least 10 feet from each side lot line.

8 - All garage doors shall be ornamental and no flat sheet steel, wood, aluminum or other material shall be used, not having superimposed thereon ornamental devices.

9 - No owners or occupants of lots in the tract shall allow refuse or debris to accumulate on any lot under his control, and all garbage and refuse containers must be sunk into the ground until not more than 2 inches of such container shall appear above the ground.

10 - No animals or poultry shall be kept on any lot with the exception of household pets.

11 - No signs or billboards excepting those of the owner of the tract shall be erected, except "for sale" signs not to exceed 8 square feet in size.

12 - No fences shall be erected exceeding 4 feet in height.

13 - No used material shall be used in the construction of any dwellings with the exception of reclaimed brick.

14 - All structures shall be completed on the outside within 6 months of the date work was started and all outside paintable surfaces shall have two coats of paint applied prior to said completion date, and no houses shall be occupied until finished in all respects.

15 - No tar paper or roll-roofing shall be used.

16 - All residences shall be permanent in nature and no summer cottages shall be erected.

17 - All buildings or structures erected shall have stone or concrete foundations and no buildings or structures shall be erected on blocks or pillars.

18 - No temporary garages or other buildings shall be erected on any lot, nor shall any trailer, tent, or shack be erected, maintained or allowed on any lot in the tract, nor shall any person live or occupy any of the foregoing in the tract.

19 - All chimneys located on the side, front or rear of a building or structure shall extend to the ground and have a concrete foundation below grade.

20 - If any provision of these restrictions or the application



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thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of these restrictions which can be given effect without the invalid provision or application and to that end the provisions of these restrictions are hereby declared to be severable.

21 - No commercial vehicle, with the exception of $\frac{1}{2}$ ton pickups or passenger type automobiles shall be stored, garaged, or allowed to remain on the premises. However, this restriction shall not apply to the vehicles of third persons when making deliveries or while performing work and labor on the premises.

22 - No ornamental animals or bird baths or similar devices shall be placed or maintained on any premises.

23 - No aluminum awnings shall be placed on or maintained on any premises.

Lots 25 to 27 shall be subject to the following restrictive covenants, same to bind all parties in interest in and to said tract, their heirs, assigns and administrators forever and to run with the land:

Said lots shall be known as multiple dwelling lots and shall be used exclusively for multiple family residence and no lot shall be used for any commercial or manufacturing purposes.

Signed, Sealed & Delivered
In Presence of:

Love E. Moulton
Love E. Moulton
Carola Liebisch
Carola Liebisch

LRB, INC., a Michigan Corporation
906 Pontiac State Bank Bldg. Pontiac, Mich.
X By: Bernard L. Lytoll
Bernard L. Lytoll - President

and Glenn Rogers
Glenn Rogers - Secretary

STATE OF MICHIGAN
COUNTY OF OAKLAND

On this 27th day of April, A.D. 1964 before me personally appeared Bernard L. Lytoll and Glenn Rogers, to me personally known, who being by me sworn did each for himself say that they are respectively the President and Secretary of LRB, Inc., the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and



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sealed in behalf of said corporation by authority of its board of directors
and said Bernard L. Lytell and Glenn Rogers acknowledged said instrument to
be the free act and deed of said corporation.

of said

of said

Tove E. Houlton
Tove E. Houlton
Notary Public - Oakland County - Michigan
My commission expires *June 1, 1964*

PREPARED BY: David C. Hertler - Attorney at Law
906 Pontiac State Bank Bldg.
Pontiac, Michigan - 48058



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WATERFORD HILL DEVELOPMENT CO.
(A Joint Venture)
3000 Cadillac Tower
Detroit, Michigan

Declaration of Restrictions.
Dated April 8, 1965.
Acknowledged April 8, 1965.
Recorded April 10, 1965.
Liber _____ Pages _____

As To

WATERFORD HILL MANOR #2

Declaration of building and use restrictions upon Lots 158 through 165, both inclusive, of "Waterford Hill Manor No. 2", a subdivision of part of the SE 1/4 of SW 1/4 of Section 32 Town 4 North, Range 9 East, Independence Township, Oakland County, Michigan, as recorded in office of Register of Deeds for Oakland County, Michigan in Liber 113 on Page 14 of Plats.

WATERFORD HILL DEVELOPMENT CO., a Joint Venture, of 3000 Cadillac Tower, Detroit, Michigan as owner and proprietor, has joined in the execution and recording of above described Subdivision plat; and it is the purpose and desire of first party to create and develop the lots within said subdivision as a residential community of high quality, devoted to the construction and maintenance of residence buildings and improvements permitted hereunder of harmonious designs and proportions, and to perpetuate such uses and developments to the end that the area within the said Subdivision shall be perpetually maintained by the residential occupants thereof as a desirable living community. To attain such purpose, the undersigned Waterford Hill Development Co. does hereby declare, state and impose the following building and use restrictions upon the lots within the said Subdivision as follows:

1. AREA OF APPLICATION

The residential area covenants hereinafter set forth shall apply in their entirety to all of the lots shown on the recorded plat of Waterford Hill Manor No. 2.

2. LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than 4 cars. There shall be no boat houses erected on any lot or water's edge.

3. ARCHITECTURAL CONTROL

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been submitted to and be 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 and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided hereinafter.

4. The architectural control committee is composed of Donald E. White, 2891 Dixie Highway, Pontiac, Michigan, Meyer W. Leib, 3000 Cadillac Tower, Detroit, Michigan, and Samuel W. Leib, 3000 Cadillac Tower, Detroit, Michigan. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of two-thirds of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to restore to it any of its powers and duties. 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 the construction thereof is instituted, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Plat: Dow White Soc
2891 Dixie Highway
Pontiac

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5. DWELLING SIZE

Only one single residence building shall be erected, placed, or permitted on each lot and it shall have a ground floor area of the main building of not less than 1400 square feet for a one-story or bi-level dwelling; not less than 900 square feet for a two-story dwelling with not less than 600 square feet on the second floor, and not less than 1300 square feet in total area of the ground or main level and the upper level combined for a tri-level or a quad-level dwelling. All square footage shall be exclusive of open porches, garage and basement.

6. BUILDING LOCATION

No building shall be located on any lot nearer to the front lot line than 40 nor nearer than 25 feet to any side street line having no abutting frontage. No building shall be located nearer than ten feet to an interior lot line, except that no more than five foot sideyard shall be required for a garage or other permitted accessory building located 30 feet or more from the minimum setback line of an adjoining lot. No dwelling shall be located on any interior lot nearer than 35 feet to the rear lot line. For the purposes of this covenant, eaves shall be considered a part of a building, but steps and unroofed porches shall not be considered a part of a building, provided, however, that this shall not be construed to permit any portion of a building on one lot to encroach upon another lot.

7. LOT AREA AND WIDTH

No dwelling shall be erected or placed on any lot having a width of less than 100 feet at the street line nor shall any dwelling be erected or placed on any lot having an area of less than 15,000 square feet. No lot shall be divided into two or more parcels for use as separate lots, except that an interior lot may be divided between the owners of the two adjacent lots in which case the aggregate parcel shall be thereafter considered as one lot for the purpose of these covenants.

8. The exterior of each front and side elevation of every dwelling, exclusive of door areas, windows and other glassed-in areas, shall be constructed of at least 40% of brick, stone, ledge rock or other similar materials; provided, however, that in connection with any proposed residential construction, if written application shall be made to it by the owner of the building site involved, first party may in writing waive the said percentage of the said required materials on either the front or side elevations or both, if in the opinion of first party such deviation from such percentage of required materials will not result in impairment or destruction of aesthetic and architectural values with respect to the proper development of the lands within said Subdivision as deemed a waiver with respect to any other building site. In no case, however, shall the exterior of any residential buildings be constructed of concrete, cinder or other aggregate block, or of asbestos siding.

9. EASEMENTS

Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Permission to cut trees where necessary for said public utility purposes is hereby granted. No building or structure shall be erected or maintained upon any portion of any lot to which an easement with respect to utilities or drainage is dedicated or reserved as shown on the recorded plat.

10. NUISANCES

No noxious or offensive activities 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. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. No oil drilling, oil development operations, oil refining, quarrying, mining, or topsoil stripping operations shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained

or permitted upon any lot.

11. SIGNS

No sign of any kind shall be displayed to public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period. No lighted sign or neon sign of any kind shall be permitted.

12. GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Any dumping carried on upon any lot shall be strictly for the purpose of filling and grading and shall be composed of clean earth or mineral aggregate. Trash, garbage, or other waste shall be kept in sanitary containers which shall be screened from the public view. No lot shall be used for the storage of building materials or other materials and equipment, except as part of a bona fide building operation.

13. WATER SUPPLY AND SEWAGE DISPOSAL

No individual water supply or sewage disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards, and recommendations of Oakland County Department of Health. No effluent from any individual sewage disposal system shall at any time be permitted upon the surface of the ground or discharged into any stream or watercourse located either on or off these premises.

14. TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, barn, garage, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No dwelling on any lot shall be occupied as a residence until the exterior is finished, the interior wall finish completed, and utilities installed and in good working order. All lawns on the street side of the building setback line shall be graded and seeded within six months after the residence is occupied.

15. WALLS AND FENCES

No fences or walls shall be erected, added to, altered, or maintained upon any lot until the plans and specifications, showing nature, kind, shape, height of materials, color, and location have been submitted to and approved in writing by the architectural control committee.

16. SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six 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 50 feet from the intersection of street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended.

17. LAND NEAR PARKS AND WATER COURSES

No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any park or edge of the flood plain of any open water course, except that clean fill may be placed nearer, provided that the natural water course is not altered or blocked by such fill.

18. EROSION CONTROL

It shall be the responsibility of the owner of each lot to prevent erosion of any part of his lot. Such erosion control shall be by maintenance of grass or tree and shrub plantings, or construction of walls, cribbing or rip-rapping and shall not be undertaken prior to approval of the Architectural

Control Committee as heretofore set forth.

19. DEVIATIONS

Notwithstanding anything herein otherwise provided, first party, in connection with any requested approval of construction or improvement of any site in the Subdivision, shall have the right to authorize deviation from technical and exact requirements of the restrictions herein set forth, but only in cases where, in its opinion, there has been substantial compliance with the spirit, intention and objective of these restrictions, and where, in its opinion, such waiver will not result in any adverse effects on the desirable development of the lands within said subdivision.

20. TERM

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 25 years from the date of recordation, 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.

21. ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

22. SEVERABILITY

Invalidation of any of the provisions hereof by final judgment of any Court of competent jurisdiction shall in no way affect any of the other provisions which shall remain in full force and effect.

In Presence of:

Mildred P. Partacz
Mildred P. Partacz

Milton D. Hubert
Milton D. Hubert

WATERFORD HILL DEVELOPMENT CO
a Joint Venture

Samuel W. Leib
SAMUEL W. LEIB

Meyer W. Leib
MEYER W. LEIB

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REGISTER OF DEEDS
WAYNE COUNTY
MICHIGAN

STATE OF MICHIGAN)
) SS:
COUNTY OF WAYNE)

On this 8th day of April, 1966, before me personally appeared SAMUEL W. LEIB and MEYER W. LEIB, for Waterford Hill Development Co., a joint venture and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Mildred P. Partacz
Notary Public, Wayne County, Michigan

Drafted By:
Samuel W. Leib
3000 Cadillac Tower
Detroit, Michigan 48226

My commission expires: _____

MILDRED P. PARTACZ
Notary Public, Wayne County, Michigan
Commission Expires Nov. 25, 1967