

(Recorded January 22, 1957)

Recorded January 23, 1957

Covenants and restrictions recorded in Liber 3647, Pages 468-472, Oakland County Records.

"ORCHARD HILLS SUBDIVISION"

1. The term "Residential Lot", as herein used, shall mean (a) a platted lot, or (b) all or portion of a platted lot plus the contiguous whole or portion of an adjoining platted lot, the combined total frontage of which shall be not less than 85 feet at the building line. No dwelling shall be erected upon a site of less than a lot as above defined, or (c) a portion of a platted lot the frontage of which shall be not less than 85 feet at the building line. All "Residential Lots" shall be a minimum of 11,400 square feet in area.

2. No structures other than single family dwellings shall be erected upon any of the "Residential Lots" in the subdivision "Outlot A" and "Outlot B" located at the South West corner of 10 Mile Road and Meadowbrook Road shall be restricted for business and commercial use.

3. No dwelling shall house more than one family. No garage or car port shall be of a size larger than required to accommodate two pleasure automobiles. No vehicle shall be permitted to remain on the streets in said subdivision overnight.

4. No dwelling or garage structure shall be more than one story in height, but this shall not exclude bi-level or tri-level homes. No dwelling shall be less than 1050 square feet in area excluding car ports, garages, porches or breezeways.

5. No dwelling shall be erected less than 30 feet from the front lot line or 25 feet from the rear lot line, nor less than 5 feet to the side lot line thereof, provided however, that the combined widths of both side lots shall be not less than 15 feet.

6. A Subdivision Control Committee is hereby established for the purpose of enforcing restrictions.

7. Fences may be erected only on the side and rear lot lines. They shall be ornamental, not solid, nor of brick or stone. They shall not exceed four feet in height and shall not extend closer than thirty feet in the front line.

8. Side drives shall be uniformly installed within the discretion of the Subdivision Control Committee, Concrete head walls shall be installed at each end of culvert under driveway approach, prior to final inspection of home.

9. No trailer, basement, tent, shack, shed, garage or structure other than a fully completed, inspected and approved dwelling shall be used or occupied temporarily or permanently for dwelling purposes, except, temporarily for construction purposes upon the lot on which placed.

10. No structure shall be erected or altered unless and until the plans and specifications and a plan showing the location of proposed structures upon the land shall have been submitted to and approved in writing by the Subdivision Control Committee, hereinafter provided for, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location of building on the lot.

11. The Subdivision Control Committee consisting of Max Dobrowitsky, Albert Rosenblum and Tillie Bloch all of Huntington Woods, Michigan, any two of whom are authorized to act for the Committee to January 1, 1960. Whenever there shall have been approved by the Committee, plans for 75% of the lots in the subdivision, the owners of the lots therein may, by majority vote, elect successors to the Committee members above named, each person voting being permitted to cast one ballot for each lot owned.

(continued)

Vacancies in the Committee at any time shall be filled by the other members thereof. Except for the three persons above named, no one may serve upon said Committee who is not an owner of a lot in the subdivision. The Committee shall promptly consider and pass upon plans and specifications presented to it. Failure of the Committee to approve, modify or reject proposed plans and specifications on or before the expiration of thirty days after presentation, shall stand in lieu of approval.

12. SIGNS - No sign of any kind shall be displayed to the public view on any "Residential Lot" except one "For Sale" or "For Rent" sign not more than 8 square feet or signs used by a builder to advertise property during the construction and sales period.

13. Garbage and Refuse Disposal - 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.

14. All sewage shall be disposed of by septic tank or other sanitary method approved by Michigan Department of Health or by such public body as may succeed to its duties and functions in the location of the restricted premises. Every septic tank and the appurtenant drainage field shall be approved in writing by the Subdivision Control Committee as to location, design and construction and shall conform to all requirements of the public health officers and bodies having control or jurisdiction in the matter and shall give due regard to any recommendations of the Michigan Department of Health or any public body which may succeed to its duties and functions in the location of the restricted premises. All garbage and other refuse shall be promptly disposed of so as not to be objectionable to neighboring property owners, and no sewage, garbage or other refuse shall be permitted to enter any lake, canal or connecting waterway within the restricted premises or bordering thereon.

15. Easements are hereby created in accordance with the recorded plat.

16. Waterway - Each property owner backing up to waterway easement will maintain and keep open said waterway.

\* 17. Term - These covenants are to be 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 hereof, after which time said covenants shall be automatically extended for successive periods of ten 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.

18. 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.

19. Severability - Invalidation of any one or more of these covenants by judgment or court order shall in no wise effect any of the other provisions hereof.

\* \* \*

JM

PRESIDENT