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LAND USE. All lots in the subdivision shall be used as, known as and described as residential lots. No permanent structure shall be erected, altered, placed on or permitted to remain on any lot other than one single family dwelling, a private garage for not less than two nor more than three cars (which said garage shall conform to the architectural design of the house and which shall be a part thereof) and such other buildings and auxiliary structures as are consistent with or incidental to the residential use of the property.

No structure of a temporary character, no trailer, basement, tent, shack, garage, barn or other building shall be used on any lot at any time as a residence, either temporarily or permanently. No temporary building shall be permitted to remain on any lot except as may be necessary or incidental to the promotion and sale of the properties herein, or incidental to the construction of a permitted building.

LOT SIZE. No lot shall be reduced in size. Lots may be enlarged by consolidation of adjoining lots providing such lots are under one ownership. In the event consolidated lots are used for one dwelling, all restrictions herein contained shall apply to the consolidated lots as if a single lot.

FRONT AND SIDE BUILDING LINE. No home shall be located less than 35 feet from the front lot line nor less than 35 feet from the rear lot line (unless the rear lot line shall abut a part of the common area [Outlots]). The total to the two sideyard setbacks shall be at least 20 feet and no one side shall be less than 10 foot from the lot line. Setback restrictions other than as herein provided shall be governed by the Zoning Ordinance for the Township of Farmington.

MINIMUM TOTAL FLOOR AREA. No single story home shall have a total floor area at less 1,400 square feet. No home with more than one floor of living area shall have a total floor area of less than 1,800 square feet, with a

minimum of 1,000 square feet on the first floor. The term "floor area" as used herein shall mean finished living area and shall not include open porches or garages. The interpretation of the term "floor area" as used herein shall be vested in the grantor or its duly authorized representative.

TREES, SOIL AND FENCES. TREES, SOIL AND FENCES: No tree of a diameter of six inches or more at a point 18 inches above ground shall be removed or cut, except as may be incidental to the construction of a dwelling and appurtenances thereto, nor shall any surface soil be removed except for such purposes, without the prior written consent of the grantor or its duly authorized representative. No fence or wall may be erected on any lot line without the written consent of the grantors or its duly authorized representative except as follows: (a) Swimming pool fences or other fences required by law or ordinance. (b) Lot line fences (or walls) on such portion of the lot line that coincide with the perimeter line of the subdivision or the perimeter line of any common area (Outlots or entrances thereto).

EASEMENTS. Easements for public utility installation and maintenance are expressly reserved as recorded in the subdivision plat at Liber 112, Pages 14, 15 and 16 of Plats, Oakland County Records. Certain of said easements are also the subject of separate agreements with The Detroit Edison Company and The Michigan Bell Telephone Company and said agreements are also a matter of public record. Ownership of all lots within the subdivision shall be subject to the grant of said easements and the restriction upon use in said easement agreements contained.

No structures, apparatus of any kind (except line fences) excavations (except for public utility purposes) or changes of finished grade shall be allowed within public easements within the subdivision. Except as provided herein, the owner of any lot shall have the right to make use of the land subject to such easement which use is not inconsistent with the right of the utility, provided however, that no owner shall plant trees or large shrubs within any public utility easement. Any utility may require the removal of shrubs within the utility easement if in the opinion of the utility such shrubs

interfere with the maintenance or repair of such facilities or services.

If the property owner fails to remove the shrubs as requested, the utility may remove same without liability, and the property owner may be required to reimburse the utility for costs of removal. The utility shall have the right to trim or remove any tree, bush or plant which in the sole opinion of the utility interferes with its facilities or is deemed necessary for the installation, repair, maintenance or removal of such facilities and such may be done without liability to the utility and without the consent of the owner.

No shrubs or foliage shall be permitted within five feet of the transformer enclosures or secondary connection pedestals.

Excepting the grantor herein, the next or subsequent owner of each lot in the subdivision serviced by underground power and telephone facilities shall own, install, maintain and replace the required electric or telephone service facilities connecting the transformers or secondary connection pedestals located in the easements with the residence erected on the lot.

The provisions in this paragraph appearing are designed to familiarize lot owners with some of the requirements and restrictions pertaining to public utility easements and are not intended to limit or in any way abrogate the agreements of the grantors with the utilities in question and such agreements shall to and remain binding upon the several lot owners in the subdivision.

PLAN APPROVAL. No grading, clearing or building of any kind whatsoever shall be commenced, erected or maintained on any lot, nor shall my addition to or change or alteration to any existing building or grade be made until such time as proposed plans, specifications and elevation therefor are delivered to the grantor or its authorized agent for prior written approval. Such approval is hereby established as a necessary method of guiding the development of the subdivision as a planned and restricted community.

Within 10 days after submission of the foregoing, the grantor (or its authorized agent) will approve or disapprove. Failure to act within said period shall constitute approval as submitted.

The determination of the grantor in approving or rejecting proposed plans, specifications and elevation shall be, in the event of a dispute, final.

SUBDIVISION CONTROL COMMITTEE. As a preamble to this section it is to be understood that contiguous and adjacent to Olde Franklin Towne Subdivision there are two additional proposed subdivisions (to be known as Olde Franklin Towne Subdivision 2 and 3) wherein are Outlots whose use will be common to all residents of all of the Olde Franklin Towne Subdivisions. The following provisions govern the establishment of a subdivision control committee whose function will include, among other things, the control of the use and maintenance of the Outlots. The Building and Use Restrictions for Olde Franklin Towne Subdivisions 2 and 3 will contain provisions similar to those in this section appearing.

(1) A subdivision control committee shall consist of not less than seven nor more than fifteen individuals who shall be lot owners, shall be elected by a majority of the lot owners in the several Olde Franklin Towne Subdivisions.

(2) In all elections held in connection with the choosing of the subdivision control committee and in all elections held pursuant to the regulations and by-laws of said committee, each lot shall be entitled to a single vote.

(3) The subdivision control committee shall serve the general purpose of acting for the best interests of all lot owners insofar as concerns the several subdivisions and the use and maintenance thereof, and particularly, the several Outlets thereof.

(4) Subject only to the limitations herein appearing, the subdivision control committee shall be organized and shall carry out its functions in

accordance with the wishes of the majority vote of the lot owners.

(5) At such time as title to 92 lots (of a total of 183 in all of the Olde Franklin Towne Subdivisions) are vested in individual owner jurisdiction and control of the common areas (Outlots) will automatically vested in said committee. Prior to such time such jurisdiction and control will remain in the grantors.

(6) The Outlets shall be preserved for the exclusive use of the owners of lots within the subdivisions and their guests, and shall be used only for such recreational purposes as may be determined by the owners in accordance with majority decision, on condition however, that the natural resources of the Outlots shall be preserved and all uses thereof shall be limited to and subject to the provisions of a certain agreement between the grantor and the Township of Farmington, which said agreement is recorded at Liber 4575, Page 376, Oakland County Records, and the provisions thereof are incorporated hereby by reference.

NUISANCES. No noxious or offensive activity shall be carried on or permitted upon any lot or shall anything be done thereon which is or may be an annoyance or nuisance to adjacent or other owners. All appurtenances shall conform to any and all regulations of each governmental agency having jurisdiction thereover.

SIGNS. Other than signs used for promotional purposes during development and construction, no sign of any kind shall be displayed to the public view on any lot except one sign not more than 6 square feet used to advertise any property for sale or rent. Any sign displayed shall be maintained in good condition and shall be removed upon termination of use.

LIVESTOCK AND POULTRY. Other than dogs and cats as household pets, no animals, livestock or poultry of any kind whatsoever shall be raised, bred or kept on any lot.

REFUSE. No lot shall be used or maintained as a dumping ground for

rubbish or debris of any kind. Trash and other forms of waste shall not be kept on any lot except in sanitary containers properly concealed from public view. No outside incinerator shall be maintained for any purpose other than burning of leaves.

GENERAL CONDITIONS.

(a) Anything herein to the contrary notwithstanding or otherwise not herein provided for, any and all provisions of any local zoning ordinances or other ordinances, or regulations or public health laws, shall apply to the use of the premises and all requirements thereof shall be complied with.

(b) No trailer or commercial vehicle shall remain parked upon any street or side drive within the subdivision except when present on business and then for a limited period of time only.

(c) Any person protected by the provisions hereof may seek enforcement of such provisions against any person who shall violate or attempt to violate such provisions.

(d) In the event any court of competent jurisdiction shall declare void any covenant, or part thereof herein contained, such determination shall not affect the validity of the remaining covenants and provisions hereof, and the same shall remain in full force and effect.

TERM. The covenants and restrictions herein contained shall run with the land and shall be binding upon and shall inure to the benefit of all parties hereto and all parties claiming under them for a period of 25 years from the date upon which the within covenants and restrictions are recorded. At the end of said period, these covenants and restrictions, or any of them, may be changed by the recording of an appropriate written instrument executed by at least 2/3 of the owners of the several lots in the subdivision

IN WITNESS WHEREOF, FARMINGTON GENERAL CORPORATION, as grantor, has this 19th day of October, 1964 caused these restrictions to be executed.

In the Presence of:
Maurice A. Glasier
Irma C. Goldston

FARMINGTON GENERAL CORPORATION, a Michigan corporation
By: Norbert V. Sandler, Its President
By: Marvin R. Rollins, Its Secretary

13730 West Eight Mile Road, Oak Park 37, Michigan

STATE OF MICHIGAN COUNTY OF WAYNE

On this 19th day of October, 1964 before me a Notary Public personally appeared HERBERT V. SANDLER and MARVIN R. ROLLINS, who being first duly sworn did depose and say that they are respectively the President and Secretary of FARMINGTON GENERAL CORPORATION and that they did execute the foregoing on behalf of said corporation and pursuant to authority vested in them by the By-Laws of said corporation.

Irma C. Goldston
Notary Public
Wayne County, Michigan
My commission expires: Sept. 30, 1966

When recorded return to:
Marvin R. Rollins
1624 Guardian Building
Detroit, Michigan 48226

Instrument prepared by:
Marvin R. Rollins
1624 Guardian Building
Detroit, Michigan 48226

RECORDED
OAKLAND COUNTY MICHIGAN
REGISTER OF DEEDS RECORDS
1964 OCT 21 AM 9 37

DAVID P. CALHOUN
REGISTER OF DEEDS