

Building restrictions as contained in
Liber 15035 Page 911, Register #E-777241
Recorded May 20, 1963

SHAD BROOK SUBDIVISION

1. DEVELOPERS. For the purpose of this Agreement, JOHN N. NORTHRUP COMPANY, a Michigan corporation, whose principal place of business is located at 47000 West Main Street, Northville, Michigan, or its successors and assigns, is hereby appointed, designated and hereinafter referred to as the "Developers".
2. RESIDENTIAL LOTS. All lots in said Subdivision shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential lots other than the one single private family dwelling with attached private garage for not less than two (2) cars, except hereinafter otherwise provided. All attached garages shall be designated and constructed so that the garage doors do not face the street on which the lot fronts or abuts, provided, however, that the Architectural Control Committee may, in its discretion, waive this restriction.
3. BUILDING LINES. No dwelling shall be located less than thirty-five (35) feet from the front lot line. On any lot having a curved front lot line, the dwelling shall be located not less than thirty-five (35) feet from the middle point of the front lot line. No dwelling shall be located less than thirty (30) feet from any side street line, nor fifteen (15) feet from any side lot line, except that when two (2) or more lots are developed as a single lot, these side lot line restrictions shall apply only to the exterior lot lines. All projections shall be construed as part of the dwelling and must be constructed within the building lines.
4. MINIMUM FLOOR SPACE. No dwelling shall be placed or erected on any lot which has a livable floor space of less than fifteen hundred (1500) square feet in a ranch, twenty-one hundred (2100) square feet in a two-story, story and a half, or tri-level.
5. LOT SIZE. No lot shall be reduced in size by any method whatsoever without the prior written consent of the Developers or their duly authorized representatives. Lots may be enlarged by consolidation with one or more adjoining lots under one ownership. In the event one or more lots are developed as a unit, all restrictions herein contained shall apply as to a single lot. In any event, no dwelling shall be erected, altered, placed nor permitted to remain on any site smaller than one (1) lot as shown on the recorded plat.
6. TREES AND SOIL. No trees which exceed six (6) inches in diameter shall be removed or cut nor shall surface soil be dug or removed from any lot for purposes other than building and landscaping on said lot without the prior consent of the Developers or their duly authorized representatives.
7. EASEMENTS. Whereas, it is the intent and purpose of the parties hereto to have electric distribution lines for single phase, 120/240 volt, three wire, 60 cycle service and telephone lines installed underground instead of overhead, except lot #46 which shall be served overhead, and to provide certain rights and benefits to the utilities furnishing said service ground.

Therefore, the said JOHN N. NORTHRUP COMPANY, a Michigan corporation, DETROIT MORTGAGE AND REALTY COMPANY, a Michigan corporation, and HAROLD B. PUTNAM and BEATRICE M. PUTNAM, his wife, hereby declare that said premises shall be held, transferred, sold and conveyed subject to the restrictions, covenants, reservations, easements, charges, obligations, and powers as follows:

1. Private easements for public utilities have been granted on the plat of Shad Brook Subdivision.
2. No excavations (except for public utility purposes), no changes of finished made, and no structures or apparatus of any kind, except line fences, shall be allowed within the public utility easements of the Subdivision. Except as provided herein, the owner shall have the right to make any use of the land, subject to such easement, which is not inconsistent with the right of the utility; provided, however, that the owner shall plant trees or large shrubs within the public utility easements. The public utilities shall have the right to trim or remove any trees, bushes, or other plants of any kind within said easement, and also shall have the right to trim any trees, bushes, or other plants of any kind outside of said easement, which, in the sole opinion of the utilities, interferes with the facilities thereto or is necessary for installation, reinstallation, repair, maintenance, or removal of their facilities in any public utility easement of the Subdivision. The trimming or removal of such trees, shrubs, or plants of any kind by a public utility for the purpose set forth above shall be without liability to the utility.
3. No shrubs or foliage shall be permitted on owner's property within five (5) feet of the transformer enclosures or secondary connection pedestals.
4. The original or subsequent owners of lots in this Subdivision shall own, install, maintain and replace, at their own expense, the single phase electric service conductors, connecting the transformers or secondary connection pedestals located in said easements with the residences erected on said lots.
5. The installation of all underground electric service conductors shall comply and conform to the National Electric Code and to the specifications of the public utility concerned.
6. All property in the Subdivision which will receive telephone service by connection with underground telephone facilities, except lot #46 which shall be served overhead, located in the easements of the Subdivision, shall also be subject to the following additional restrictions:
 - A. Every owner of property in the Subdivision for whose property telephone service is requested shall be responsible for furnishing, at no cost to the utility, the trenching and backfilling necessary for the installation, reinstallation, maintenance, or repair of telephone facilities from the public utility easement to the residence or business establishment, as required by the utility. The property owner and not the utility shall be responsible for injury or damage to the persons or property caused by the trenching, existence, or backfilling of the trench.
 - B. No property owner shall make any change in grade in or near easements when the change in grade, in the opinion of the utility, interferes with the facilities already installed or which may be installed in the future.
7. The foregoing restrictions (1) through (6) shall be covenants running with the land and shall be subject to termination without the consent of the utilities therein concerned.
8. Enforcement shall be proceeding at law or equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.
9. Invalidation of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

8. 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.

9. TEMPORARY STRUCTURES. Trailers, tents, shacks, barns or any temporary building or any design whatsoever are expressly prohibited within this Subdivision and no temporary residence shall be permitted in unfinished residential buildings. This shall not prevent the erection of a temporary storage building for materials and supplies to be used in the construction of a dwelling, and which shall be removed from the premises on completion of the building.

10. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. Such signs as are allowed must be maintained in good condition at all times and must be removed on the termination of their use.

11. LIVESTOCK AND POULTRY. 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 purposes.

12. REFUSE. 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 properly sealed from public view.

13. GENERAL CONDITIONS. (A) No trailers or commercial vehicles, other than those present on business, may be parked in the Subdivision. (B) No laundry shall be hung up for drying in such a way as to be readily visible from the street on which lot fronts. (C) All homes shall be equipped with electric garbage disposal units or approved type incinerator. (D) All rural mail boxes shall be uniform size, color and name design and shall be located uniformly with reference to the dwellings.

14. RAPID COMPLETION. The erection of any new building or repair of any building damaged by fire or otherwise shall be completed as rapidly as possible, and should the owner leave such building in any incomplete condition for a period of more than six (6) months, to tear down and clear from the premises the uncompleted portion of such structure, or to complete the same at their discretion, and in either event, the expense incurred shall be charged against the owners interest therein and shall be a lien upon said land and premises.

15. OLD BUILDING AND MATERIALS. No old buildings may be moved onto any lot or lots in this Subdivision.

16. ARCHITECTURAL CONTROL COMMITTEE. The Developers heretofore designated, their successors and assigns, shall constitute the Architectural Control Committee. The Architectural Control Committee shall have authority to pass on plans and specifications and otherwise guide development of the Subdivision as planned and restricted herein. The Architectural Control Committee shall prepare rules and regulations for the conduct of its duties.

17. COMMITTEE APPROVAL. No building, fence, wall or other structure shall be commenced, erected or maintained on any lot nor shall any addition to or change or alteration therein be made, except interior alterations, until the plans and specifications showing the nature, kind, shape height, materials, color scheme, location and lot and approximate cost of such structure and the grading plan on the lot, including grade elevations of buildings to be built upon shall have been submitted to and approved in writing by the Architectural Control Committee or its authorized agent, and a copy thereof as finally approved, lodged permanently with the Committee. The Committee shall have the right to refuse to approve any such plans or specifications or grading plans which are not suitable or desirable in its opinion for aesthetic or other reasons. In so passing upon such plans, specifications and grading plans, it shall have the right to take into consideration suitability of the proposed buildings or other structure to be built on the side upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the

building or other structure as planned on the outlook from adjacent or neighboring property. It is understood that the purpose of this paragraph is to cause the Subdivision to develop into a beautiful, harmonious, private residence section and that the Architectural Control Committee shall not be arbitrary in its decision. If a disagreement on the points set forth in this paragraph should arise, the parties shall submit the same to arbitration by competent architects in the usual manner. The Committee may, in the exercise of its discretion as indicated above, permit the erection of such appurtenances as, for example, swimming pools or greenhouses.

18. **ABATEMENT OF VIOLATIONS.** Violation of any condition or restriction or breach of any covenant herein contained shall give the parties hereto, in addition to all other remedies, the right to enter upon the land as to which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any erection or other violation that may be or exist thereon contrary to the intent and provision thereof, and the parties hereto shall not thereby become liable in any manner for trespass, abatement or removal.

19. **SALES AGENCY.** Notwithstanding anything to the contrary herein contained, the parties hereto and the Developers may construct and maintain a sales agency office together with a sign or signs of not more than two hundred (200) square feet of front surface on lot or lots of their choosing in the Subdivision until such time as all of the lots in the Subdivision have been sold by them.

20. **DURATION.** 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 twenty-five (25) years from the date these covenants are recorded, after which said covenants shall be automatically extended for a successive period of ten (10) years, unless an instrument signed by a majority of the then owners of 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. Failure to enforce any of the covenants herein contained shall in no event be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto.

22. **ASSIGNMENT.** Any or all of the rights, powers, obligations, title, easements and estates reserved or given to the parties in this Agreement, the Developer or the Architectural Control Committee, may be assigned to any corporation or association, composed of one-half (1/2) or more of the owners property in said plat, that will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance or such rights and powers, and such assignees, or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the parties hereto, and parties hereto thereupon being released there from. When all of the lots in said plat have been sold by the parties hereto, upon demand by parties hereto, a corporation or association of the owners of lots in said plan shall be formed which shall assume said rights, powers, duties and obligations and carry out and perform the same, and the parties hereto thereupon shall be released. Such corporation or association, when formed, may, by a majority vote, combine with any other corporation or association of owners of lots in any portion of "Shad Brook" and the resultant corporation or association shall have all of the rights, powers, duties and obligations hereby given to the corporation first described in this paragraph.

23. **SEVERABILITY.** Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

MAY 19 1998

1998 MAY 19 1998

AMENDMENT TO BUILDING RESTRICTIONS OF SHAD BROOK SUBDIVISION
AS SUCH BUILDING RESTRICTIONS ARE CONTAINED IN LIBER 15035, PAGE 911,
REGISTER #E-777241, WAYNE COUNTY RECORDS, RECORDED MAY 29, 1963.

The undersigned, the owners of a majority of the lots in Shad Brook Subdivision, of part of the East 1/2 of Section 9, Town 1 South, Range 8 East, Northville Township, Wayne County, Michigan, according to the plat thereof as recorded in Liber 86, Pages 90 and 91 of Plats, Wayne County Records, hereby change the covenants set forth in the building restrictions as follows:

Covenant 20, "Duration" is deleted and the following substituted therefor:

A-27-98
CPH

"20. DURATION. 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 twenty-five (25) years from the date these covenants are recorded, after which said covenants shall be automatically extended for successive periods of ten (10) years each, 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."

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date indicated with regard to the owner(s) of each lot.

In the Presence of:

Dawn M. Michniak
DAWN M. MICHNIAK
Carrie L. Path
CARRIE L. PATH

Lot #43 Owner(s)

C. Richard Millgard
C. RICHARD MILLGARD
Sharon J. Millgard
SHARON J. MILLGARD

STATE OF MICHIGAN)
COUNTY OF WAYNE) ss.

\$1.00 COPY 660
\$4.00 REMONUMENTATION

The foregoing instrument was acknowledged before me this 29th day of April, 1998
by C. Richard Millgard & Sharon J. Millgard

CRW

Dawn M. Michniak
Notary Public, Oakland County, MI Acting in Wayne
My Commission Expires:

DAWN M MICHNIAK
NOTARY PUBLIC STATE OF MICHIGAN
OAKLAND COUNTY
MY COMMISSION EXP. APR. 14.2001

CRM:DMW/SHADBROK.FRM

DRAFTED BY
C. RICHARD MILLGARD
18333 PINEBROOK
NORTHVILLE TWP. MI.

RETURN TO

DESFTER

RECORDED
FOREST E. YOUNGBLOOD, REGISTER OF DEEDS
WAYNE COUNTY, MI
Receipt #66544
\$7.00 MORTGAGE

48167 R ABR 7 4R 1/2 UW

