

Declaration of Building and Use Restrictions for Lots 1 through 295, 300 through 304, and Lots 311 through 330 of Villa Capri Subdivision of Part of the N.E. 1/4 of Section 36, T. 1 N., R. 9 E., Farmington Township, Oakland County, Michigan, as Recorded in Liber 98, Pages 1, 2 and 3, Oakland County Records.

1. LAND USE AND BUILDING TYPE:

No structure shall be erected, altered, placed, or permitted on any building plot other than one (1) single-family detached dwelling, not to exceed two stories in height, and a private garage, and shall be predominantly constructed of brick, brick-veneer or stone; provided, however, that wood or like products may be used on the front, rear, or side elevations if the appearance of the dwelling is not materially altered from that of a brick, brick-veneer or stone dwelling.

2. DWELLING SIZE:

Any dwelling erected, altered, placed or permitted to remain on said property shall contain not less than 900 square feet within the building line, or no less than 750 square feet for a dwelling of more than one story.

Garages, whether or not an integral part of or connected to any dwellings open or enclosed porches, breezeways, arcades or other similar types of construction and steps shall not be considered a part of any such dwelling in computing ground or other floor area.

3. BUILDING LOCATION:

No building shall be located nearer than thirty (30) feet to the front lot line, nor nearer than thirty (30) feet to the rear lot lines, nor nearer than five (5) feet to the side lot line, nor nearer than twenty-five (25) feet to a side street line, except that no building shall be erected closer than fifteen (15) feet to a side street line on corner lots which are back to back. Garage locations on corner lots must conform to the building setback from the side street line. There shall be a minimum of fifteen (15) feet between buildings, except buildings with attached garages or carports, in which case the minimum distance between buildings shall be ten (10) feet. The driveway side of a building shall not be nearer than ten (10) feet to a side lot line.

4. LOT AREA AND WIDTH:

Nothing contained herein shall be so construed as to prevent any owner of property from erecting a permitted type of residential building on a parcel of land consisting of one or more full platted lots or fraction or fractions thereof, without reference to the platted lot line other than to observe the setback requirements hereinafter described from front and other property lines, provided only that no single residence building, and then only one of such permitted buildings shall be erected, placed or permitted to remain on any parcel of land which does not have at least an area of 8100 square feet and frontage at the setback line of at least 50 feet.

5. EASEMENTS:

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Easements for installation and maintenance of public utilities and draining facilities are reserved as shown on the recorded plat.

6. NUISANCES:

No noxious or offensive activity shall be carried on upon any lot, nor anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. TEMPORARY STRUCTURES:

No structure of temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

8. SIGNS:

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than 2 square feet, one sign of not more than 5 square feet advertising the property for sale or rent, signs used by a builder to advertise the property during the construction and sales period, or signs displayed in connection with any property owned by any group or association and used for recreational purposes.

9. LIVESTOCK AND POULTRY:

No animals, livestock, birds or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other common household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

10. 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 closed sanitary containers. All incinerators or other equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition.

11. SIGHT DISTANCE AT INTERSECTIONS:

No fence wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 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 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

All fences shall be of woven wire, painted wood, rail, sun-screen or colonial type construction. Fences on side lot lines shall not extend closer than thirty (30) feet to the front lot line. No fence shall exceed four (4) feet in height, except that fences used to enclose dogs, swimming pools, and sunscreens may be higher.

13. TERM OF RESTRICTIONS:

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 these covenants are recorded, 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.

14. 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.

15. 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.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this 8th day of June, 1959.

In the presence of:

KAUFMAN AND BROAD BUILDING COMPANY  
a Michigan Corporation

Rusty A. Fields  
Rusty A. Fields

BY: Eli Broad  
Eli Broad, President

Muriel (Trombly) Cazabon  
Muriel (Trombly) Cazabon

GREENFIELD CONSTRUCTION COMPANY  
a Michigan Corporation

Dorothy Dickson  
Dorothy Dickson

BY: Angelo Di Ponio  
Angelo Di Ponio, President

Warren V. Nielsen  
Warren V. Nielsen

State of Michigan)  
County of Wayne )<sup>ss</sup>

On this 8th day of June, 1959, before me personally appeared Eli Broad, to me personally known who being by me sworn, did say that he is the president of Kaufman and Broad Building Company, a Michigan Corporation, a corporation named in and which executed the within instrument, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and said Eli Broad acknowledged said instrument to be the free act and deed of said corporation.

Muriel Cazabon  
Muriel (Trombley) Cazabon  
Notary Public, Wayne County, Mich.  
My Commission expires 4/16/61

State of Michigan) ss  
County of Wayne )

On this 17<sup>th</sup> day of JUNE 1959, before me personally appeared Angelo Di Ponio, to me personally known who being by me sworn, did say that he is the president of Greenfield Construction Company, a Michigan Corporation, the corporation named in and which executed the within instrument, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and said Angelo De Ponio acknowledged said instrument to be the free act and deed of said corporation.

Margaret J. Thomas  
MARGARET J. THOMAS  
Notary Public, Wayne County, Mich.  
My Commission expires \_\_\_\_\_

*Angelo Di Ponio*

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MICHIGAN  
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