



**DEED RESTRICTIONS
CONSTITUTION
BY-LAWS**

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Section 1

1. (a) No lot in the subdivision shall be used except for residential purposes. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family private dwelling, not to exceed 1 1/2 stories in height at the front building line, and a private garage not to exceed 3 cars, excepting therefrom Lots 24, 25, 26, 27 and 28.

1. (b) Lots 24, 25 and 28 may be used for either a detached single-family private dwelling or as a two-family, 1 1/2 story dwelling. Lots 26 and 27 may be used as a detached single-family private dwelling or may be used as a four-family multiple dwelling, not to exceed two stories in height.

1. (c) No structure shall be erected, altered, placed or permitted to remain on any lot or building plot containing less than one full lot as presently subdivided. However, nothing herein contained shall be construed to prohibit the sale by an owner of land in excess of a minimum required frontage of 100 feet to the owner of adjoining lot or lots in order to increase the size of an adjoining building plot but nothing herein contained shall be construed as to permit the division of the lots into building sites or building plots in excess of the number of lots in said subdivision. In the event of construction of a resident structure as herein permitted on a building plot consisting of more than one full lot, then such plot shall be treated for the purpose of this agreement as a single lot.

Architectural Control.

Section 2

2. (a) No structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure, and septic system, have been 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, finish grade elevations and these restrictions. No light board fence shall be erected, and any fence to be erected must have approval of the Architectural Control Committee, as hereinafter provided.

Residence Structures.

Section 3

3. (a) No residence structures exceeding 1 1/2 stories in height will be permitted. Bi-level or tri-level residence structures, so called, if approved by the Architectural Control Committee, shall not constitute a violation of this paragraph.

3. (b) No residential structure shall be erected, altered, placed or permitted to remain on any lot, unless such structure shall have a square foot floor area of at least 1,000 square feet, at first level.

3. (c) "Square foot area" may be computed only on the first floor area by including exterior walls, partitions, bay windows, if the same reach to the floor, and fully enclosed heated porches and breezeways.

(continued)

Page 2

such porches and breezeways shall not be credited for more than 100 square feet in the aggregate. Garages and open or unheated porches and breezeways shall not be included in computing square foot area.

3. (d) Exterior walls of residence structures, garages and breezeways shall be constructed only of stone (Briar Hill, Ledgerock or equal), brick or of Cedar, Redwood, White Pine, Cypress or aluminum siding with an exposure of not less than 6 inches to the weather or of Cedar Shakes, Vertical tongue and groove siding or ornamental plywood may be used if not less than 250 square feet of brick and not less than 60 square feet of stone, (Briar Hill, Ledgerock or equal), is also used in exterior walls, exposed portion of chimney, or in window boxes. No cinder or concrete blocks may be exposed more than 16 inches above the grade line, except in construction of a barbeque grill in rear of yard. No stucco, cement or asbestos siding nor imitation siding or exterior covering of used materials may be used.

3. (e) No old or used structure of any kind may be moved upon any lot. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-buildings shall be constructed or placed prior to the beginning of construction of the main residence structure nor shall the same be used on any lot, at any time, as a residence either temporarily or permanently. In the event an owner or an occupant shall have a private trailer, such trailer shall not be stored in the open, but must be housed in a garage or adequate permanent structure.

3. (f) On Lots 26 and 27, which may be used for either single detached family private dwelling or as multiple dwelling, not to exceed 4 units, no single dwelling shall be erected, altered, placed or permitted to remain, unless such structure shall have a square foot area of 900 square feet on the first floor level. If used as multiple dwelling, such structure shall have a square foot area of not less than 1,600 square feet, on the first floor level and a minimum depth of 30 feet. Each dwelling unit of such structure shall have at least 600 square feet of livable floor area.

3. (g) On Lots 24, 25 and 28, which may be used for two-family dwellings, no residence structure shall be erected, altered, placed or permitted to remain, unless such structure shall have a square foot area at the first floor level, of at least 960 square feet, if used as single family residence. Provided, however, any structure to be used as a two-family dwelling shall have a square foot area of 1,600 square feet on the ground floor area.

3. (h) No double or multiple dwellings shall be erected, altered placed or permitted to remain on any lot, unless each unit shall be heated with permanent heating system, either individual or central, and each unit shall have full sanitary facilities and septic system as approved by the Oakland County Board of Health and the Township of Orion.

6. (b) No lot shall be used or maintained as a dumping ground for rubbish. All incinerators or other equipment for the disposal of rubbish and garbage shall be kept in a clean and sanitary condition. No refuse or other unsightly or objectionable features, shall be allowed, unless the same shall be properly concealed.

6. (c) Basic landscaping including finish grading and seeding or sodding and installation of driveways must be completed with 9 months after date of occupancy.

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

6. (e) Easements. Easements for installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat, with full right and authority to Detroit Edison Company and Michigan Bell Telephone Company, to enter, at all times, upon said premises for the purpose of construction, repairing, maintaining or reconstructing their lines and equipment and to trim or cut down any trees, which, at any time, interfere or threaten to interfere with the operation of their lines and equipment. No permanent structure shall be built within such easements, except permissible fences.

6. (f) Nothing herein contained shall be construed to prohibit the erection and maintenance of a sales office on said premises and suitable subdivision sale signs by the subdivider. Any owner desiring to sell may erect and maintain the usual display "For Sale" sign, provided the same is not larger than 2 feet by 3 feet. No other posted signs or advertising devices of any kind may be erected, installed, displayed or permitted to remain on any lot.

6. (g) No cesspool, septic tank or drain from septic tank, shall be installed nearer than 15 feet to any lot line of any lot.

6. (h) No fences, except picket, post and rail, new woven wire lattice fences, shall be erected upon the property. No fence shall be higher than 5 feet from the ground. Nor shall any fence be constructed within 50 feet of front lot line.

6. (i) No livestock of any kind, shall be raised, bred or kept on any lot, except household pets may be kept on any lot, provided they are not kept, bred or maintained for any commercial purposes, nor provided they do not become a nuisance.

Architectural Control Committee

Section 7

7. (a) No building or fence shall be erected, placed or altered on any plot or lot until the building plans, specification and plot plan showing the location of such building or fences, have been approved in writing by the Architectural Control Committee, comprised of the President and the Secretary of Alhi Development Company and Gordon G. Ladd. A majority of the Committee may appoint a designated representative to act for it. In case of death or resignation of any member of the Committee, the remaining members of the Committee shall have full authority to appoint a successor. Neither the members of the Committee nor its successors shall be entitled to compensation for services performed pursuant to this covenant. At any time, at its sole discretion the Committee may turn its functions and duties over to a Committee of duly organized Subdivision Association, provided that such Subdivision Association represents at least 75% of the owners of record of lots in the Subdivision.

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Garages and Breezeways

Section 4

4. (a) Garages and breezeways shall have exterior walls and roofing only of materials permitted for exterior walls and roofing of residence structures.

4. (b) All garages must be built integral with a residential structure or connected thereto with a breezeway.

4. (c) No garage shall have a floor area of less than 400 square feet. All garages shall have a boxed cornice not less than 5 inches in width.

4. (d) Garages and breezeways shall have a roof pitch and cornice conforming with the architectural lines of the residence structure.

4. (e) All garages must be completed with the doors and windows simultaneously with completion of residence structure.

Building and Grade Lines

Section 5

5. (a) No structure shall be erected, altered, placed or permitted to remain on any lot nearer than 50 feet to the front lot line, nor shall the residential side of any structure be nearer than 20 feet and the garage side nearer than 10 feet to interior lot lines, nor nearer than 40 feet to any side street lines. A front or side building line greater or less than footage specified may be established upon any lot by the Architectural Control Committee after giving due consideration to the topography of the lot and harmony with the building line of the then existing structures. However, any change in front building line, must be made prior to sale by Subdivider or with consent of purchaser, if sold.

5. (b) No structure shall be erected, altered, placed or permitted to remain on any lot unless the finish grade level shall be at least 6 inches higher than the grade level of the road in front of said dwelling or structure, except on certain lots as may be established by the Architectural Control Committee, prior to the sale of same and included in the purchase agreement.

5. (c) For the purpose of building line restrictions, eaves, steps and open porches extending not more than 5 feet beyond the main residence structure shall not be considered as part of a building.

5. (d) All culverts, installed on roads to give access to dwelling or garage, shall be approved by the Oakland County Road Commission, both to size and installation. Same to be installed prior to commencement of any construction.

Miscellaneous

Section 6

6. (a) The exterior of all residence structures and garages must be completed, including at least two coats of paint on all exterior woodwork, within 6 months from the date of commencement of construction.

Page 5

7. (b) Plans and specifications of all structures, as submitted to the Architectural Control Committee, shall be prepared by an Architect and blue printed copies of same to be submitted in triplicate. One set shall be kept by the Committee, one set shall be for the City or Township to be kept with application for the Building Permit, and one set shall be returned to the applicant.

7. (c) No plans or specifications shall be altered and used except with written consent of the Architectural Control Committee, and application for such consent shall be submitted in the same manner as new plans and specifications.

7. (d) The Committee's approval or disapproval as required in these restrictions, shall be in writing, as soon as may be possible. 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 construction has been commenced prior to completion thereof, approval will not be required, and the related covenants shall be deemed to have been complied with, provided said plans and specifications on their face are in accordance with these restrictions.

7. (e) Approval of all plans and specifications shall be rescinded by the Architectural Control Committee, unless building in accordance with such plans shall have been started within 6 months from date of such approval.

General Provisions

Section 8

8. (a) These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from and after the date of recording of this agreement, after which date, said covenants shall be automatically extended for successive periods of 10 years each, unless an instrument signed by the owners of record of a majority of the lots in the subdivision has been recorded, changing or modifying said restrictive covenants in whole or in part.

8. (b) The use of all lots shall be subject to all effective provisions of existing zoning and restrictive ordinances and such as may hereafter be enacted by governmental authority.

8. (c) If the parties hereto, or the survivors of any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants and conditions herein, it shall be lawful for any other person or persons having title to any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or conditions and to prevent him or them from such violations or to recover damages for same.

8. (d) Invalidity of any one of these restrictions by judgment or decree, shall in no wise affect any of the other provisions hereof, which shall remain in full force and effect.