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WOODBIDGE LAKE ESTATES SUBDIVISION NO. 3
ADDITIONAL BUILDING AND USE RESTRICTIONS

The undersigned Declarant, whose address is 31886 Northwestern Highway, Farmington Hills, MI 48334, hereby establishes that the restrictions herein appearing shall apply to the following described property:

234003
Lots 40 through 58, inclusive, of Woodbridge Lake Estates Subdivision No. 3 of part of the Southeast 1/4 of Section 15 Town 2 North, Range 8 East, Commerce Township, Oakland County, Michigan, according to the plat thereof as recorded in Liber 234, Pages 345-6 of plats, Oakland County Records.

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and shall constitute a general plan for the improvement and development of said subdivision as a fine residential community. These restrictions are intended to fully protect each lot and these restrictions shall run with the land and shall be binding upon the grantors and all subsequent purchasers, their heirs, successors, administrators and assigns. By inference or otherwise, these restrictions are not to be construed as applying to any lands other than the lots described above.

1. **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, or portion of any lot, other than one single family dwelling, a private garage for not less than two cars (which said garage shall be attached to said dwelling) and such other buildings and auxiliary structures and public utility structures as are consistent with or incidental to the residential use of the property, including a community septic field on Lots 55 and/or 56 which for the purposes of these Restrictions shall be deemed consistent with or incidental to the residential use of the property. Declarant, in its discretion, may also permit on any lot or lots or portions thereof uses and structures consistent, in Developer's interpretation, with recreational or park or common area uses. 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 used building shall be moved onto a lot. 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 lots herein or adjacent property, or incidental to the construction of a permitted building. Outdoor above ground swimming pools and any structures detached from the house shall not be permitted unless express written consent is obtained from the Declarant, which consent may be withheld for any reason.

2. **LOT SIZE:** Lots may be enlarged by consolidation of all or part of adjoining lots or property, and in the event that consolidated lots (which includes for purposes herein enlargement of lots by attachment of all or part of adjoining property as well as by attachment of all or part of adjoining platted lots) are used for a dwelling, all restrictions herein contained shall apply to the consolidated lots as if it were a single lot. Also, if lots shall be split or reduced in size, then each remaining portion of the lot, provided it contains at least twelve thousand (12,000) square feet, shall be deemed to be a separate lot hereunder and may be used for a dwelling and all other purposes for which a lot may be used, and all restrictions herein contained shall apply to the split or reduced portion of the lot as if it were a single lot. Lots may also be split or reduced in size with portions of the lot less than twelve thousand (12,000) square feet being consolidated with all or part of adjoining lots or property. Anything herein to the contrary notwithstanding, no lots shall be split, increased or reduced in size without the express prior written consent of the Declarant, which consent may be withheld for any reason.

3. FRONT AND SIDE BUILDING LINE: Each side yard shall be a minimum of five (5) feet and the combined total of the width of the two side yards on any lot must not be less than fourteen (14) feet. Dwellings shall not be constructed less than ten (10) feet from a dwelling on an adjacent lot. Front yards shall be a minimum of twenty-five (25) feet from the right-of-way line of the street. Side yard setbacks on the street side of corner lots shall be a minimum of twenty-five (25) feet from the right of way line of the street. Rear yards shall be a minimum of thirty-five (35) feet.

Anything herein to the contrary notwithstanding, the minimum distances in this Paragraph No. 3 may be reduced to the extent permitted or waived by Commerce Township and provided the Declarant has specifically consented to such reduction in writing.

4. FENCES: No fence, freestanding wall, shrub wall or hedgerow or any other similar purpose barrier may be erected on any lot without the written consent of the Declarant, which approval may be withheld for any reason, except for fences required by law or ordinance.

5. PLAN APPROVAL: No building permit shall be applied for and no grading, clearing or building of any kind whatsoever shall be commenced, erected or maintained on any lot, nor shall any addition to, including without limitation any decks, dog pens or trash receptacle enclosures, or change or alteration to any existing building or change of grade or installation of any structure be made, until such time as two copies of the proposed plans and specifications, building or structure location, well location, septic (on-site sewage disposal) system location, building elevations and exterior colors and finish grading proposals are delivered to the Declarant for prior written approval of same and such approval is obtained or there is a failure of Declarant to act upon same as provided herein. Such approval may contain conditions as may be required by Declarant. Such approval procedure is hereby established as a desirable method of guiding the development of the subdivision as a planned and restricted community.

Within thirty (30) days after submission of the foregoing, the Declarant will approve or disapprove the request; failure to act within the said period will constitute approval as submitted, except that failure to obtain approval because of lapse of time shall not give the lot owner the right to deviate from the requirements of the building and use restrictions elsewhere set forth in this instrument nor the right to deviate from the finish grade shown on the engineering plans filed with and approved by Commerce Township. Further, without express written consent of Declarant, no structure, earth fill, landscaping or other obstruction is to be placed within a drainage easement area shown on the plat that would interfere with the free passage of drainage waters as contemplated by said engineering plans. An approval by Declarant shall not be taken to mean that the proposed plans, specifications, building elevations and grades satisfy the requirements of any governmental laws, ordinances or requirements, but merely means that Declarant has no objection thereto.

6. NUISANCES: No noxious or offensive activity shall be carried on or permitted upon any lots, as interpreted by the Declarant, nor shall anything be done thereon which is or may be an annoyance or nuisance to adjacent or other lot owners in the Subdivision as interpreted by the Declarant. This Paragraph is not, and is not meant to be, applicable to activities of Declarant, builders and/or sellers of new homes within the Subdivision or on property adjacent to the Subdivision.

7. SIGNS: Other than signs used for promotional purposes during sale, development and/or construction of new homes built or to be built on the lot or property adjacent to the subdivision, no sign of any kind shall be displayed to the public view on any lot except a sign not more than six square feet used to advertise the lots or adjacent property for sale or rent and except for entryway signs or walls with signage thereon installed by Declarant or the Woodbridge Lake Homeowner's Association to

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identify the subdivision. Any sign advertising the property for sale or rent shall be maintained in good condition and shall be removed upon termination of use.

8. **LIVESTOCK AND POULTRY:** No animals, livestock, birds or poultry of any kind shall be raised, bred, or kept on any lot, except that two domesticated household pets may be kept provided they are not kept, bred or maintained for any commercial purposes. In special circumstances, Declarant has the right to allow more than the two domesticated household pets on a lot. Pets causing a nuisance or destruction shall be restrained so as to prevent a re-occurrence of same.

9. **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 closed sanitary containers and which containers shall be concealed from public view except on the day before, the day of or the day after commercial refuse pickup.

10. **DETACHED STRUCTURES, TELEVISION ANTENNAE, ETC:** No exterior television antennae or any other type of exterior antennae, nor any outside satellite dish or similar exterior instrument for the reception of communication signals, nor any flagpoles, laundry poles or freestanding basket ball hoops nor any buildings or structures detached from the dwelling built or to be built shall be permitted to be placed or remain on any lot within the subdivision without the express written consent of Declarant, which consent may be withheld for any reason. Further, outdoor drying of laundry is prohibited

11. **SUBSTITUTION OF APPROVING PARTY:** Declarant has the right at any time or times hereafter to substitute (and re-substitute) for itself as to all or a portion of the property, and/or as to all or a portion of the provisions under these Building and Use Restrictions, the Woodbridge Lake Homeowners Association and/or a builder or builders as the party from whom approval or consent must be obtained under any portion of, or all of, the provisions of these Building and Use Restrictions requiring the approval of Declarant.

12. **LAMPPOSTS:** In the event that on or before March 15, 1994 the Declarant shall record its determination that there should be standardized individual electric or gas lampposts installed at the front of lot, along with a picture or description of the design, size and/or other specifications of the lamppost, then the owner of each home within the Subdivision shall cause to be installed such lamppost at the time of the completing of the house on such lot, and the lamppost shall be installed in the front yard within the public utility easement area located in the front yard as shown on the Plat of the Subdivision. If the lamppost is so installed, then the homeowner of such lot shall continuously maintain same.

13. **MAILBOXES:** In the event that on or before March 15, 1994 the Declarant shall record its determination that each home in the Subdivision shall have standardized mail box posts and/or holders installed for each lot, along with a picture or description of the design, size and/or other specifications of the mailbox post and/or holder, then the owner of each home within the Subdivision shall cause to be installed such mailbox post and/or holder at such location along the street right of way or at such other location as designated by the United States Post Office and which location may possibly be in front of the lot, in front of a different lot or across the street or at a central place or other locations as so designated by the United States Post Office. If the mailbox post and/or holder is so installed, then the homeowner for whom the mailbox post and/or holder was installed shall continuously maintain same.

14. **GENERAL CONDITIONS:**

(a) No inoperative vehicles, and no operative vehicles parked and unmoved for more than seven consecutive days, and no commercial vehicles, camper vehicles, house trailers, mobile homes, boats, boat trailers or trailers of any kind shall be permitted to be parked or stored on any lot in the subdivision unless such vehicles, trailers, mobile homes and boats are parked or stored in an enclosed garage on said lot with the garage door closed, nor shall any of the same be parked upon any street within the subdivision except for commercial vehicles when present on business and then only for a limited period of time reasonably necessary to conduct the business. These restrictions

shall not apply to the Declarant during development or to builders during construction on a lot or property adjacent to the Subdivision.

(b) No "through the wall", including "through the window" air conditioners may be installed in any dwelling or structure on any lot without the prior written permission of Declarant.

(c) It shall be the sole responsibility of each homeowner to take all steps necessary to prevent his/her lot and any dwelling, improvements or structures located thereon from becoming unsightly or unkempt or from falling into a state of disrepair so as to materially decrease the beauty of the Subdivision. These provisions shall not apply to Lots 55 and 56 so long as the lot is owned by Developer and until there is a house built on the lot.

(d) No lawn ornaments, sculptures or statues shall be placed or permitted to remain on any lot without the prior written permission of Declarant, which consent may be withheld for any reason.

15. ENFORCEMENT: Any person or entity protected by the provisions of this instrument, and/or the Woodbridge Lake Homeowners Association referred to in this instrument and/or the Declarant may seek enforcement of such provisions against any person or entity, except the Declarant, who shall violate or attempt to violate such provisions. Enforcement may be by proceeding at law and/or in equity either to restrain violations or to recover damages, or both, and/or to obtain any other remedy as provided by the Court, and the successful party in any lawsuit over enforcement of these restrictions shall be entitled to recover reasonable costs in enforcing the restrictions, including without limitation reasonable attorney fees and costs of litigation, from the losing party.

16. LAWNS: The homeowner of each lot shall install a lawn, or otherwise landscape with ground cover approved by Declarant, on the front, sides and rear of its lot within six (6) months after taking residential occupancy of the house built on such lot, except no lawn or landscaping is required hereunder for the tree canopy area (the end of the branch drip line area) for such areas of the lot that are left treed and which area has natural ground cover or for which area ground cover of a type approved by Declarant has been installed.

17. FAILURE TO EXERCISE RIGHTS: It is specifically acknowledged that should Declarant or its assigns fail or refuse to exercise a right or duty, or abandon a right or duty, granted to Declarant in this instrument either expressly or impliedly, Declarant and its assigns shall have no responsibilities, duties, liabilities or obligations, express or implied, of any kind or nature whatsoever to anyone as to such right or duty which it or its assigns failed or refused to exercise or abandoned.

18. NO WAIVER: Failure to enforce any rights or provisions contained herein in any particular instance shall not be deemed a waiver of the right to do so as to any continuing, subsequent or other violation of the provisions contained herein.

19. CAPTION HEADINGS: The caption headings to paragraphs herein are for ease of reference only, and shall in no way serve to limit or interpret the provisions of any Paragraph.

20. MEMBERSHIP IN HOMEOWNERS ASSOCIATION: Each lot owner in the subdivision shall be and is required to be a member of the Woodbridge Lake Homeowners Association. It is possible that other owners of property adjacent to the existing or future Woodbridge Lake Estates Subdivisions, or owners of property elsewhere in the Southeast 1/4 of Section 15 of Commerce Township may also be members of this Subdivision Association. Each member shall have the rights, obligations and duties as may be established in the Articles of Incorporation and the By-laws of said Homeowners Association as may be established by the Declarant, and as said Articles and By-laws may be amended from time to time.

21. COMMUNITY SEPTIC SYSTEM: Lots 40 through 54, inclusive, and Lots 57 and 58 will be served by a community septic system until and unless a public sanitary sewer system is available and used for sanitary sewage disposal for such lots, or until and unless other sanitary sewage disposal is provided for such lots with the approval of the Oakland County Health Division of the Oakland County Department of Institutional

and Human Services. If and at such time as said Oakland County Health Division no longer requires Lot 55 to be used as part of the community septic field or its reserve area, as a result of new technology or otherwise, then in such event Lot 55 shall be considered served by the community septic system until and unless a public sanitary sewer system is available and used for sanitary sewage disposal for such lot or until or unless other sanitary sewage disposal is provided for such lot with the approval of said Oakland County Health Division. The community septic system shall be operated, maintained, and if necessary replaced by the Charter Township of Commerce or its designated representative. Prorata costs of operation shall be billed to each lot owner of the lots served by the community septic system in accordance with applicable township ordinances. All costs related to the maintenance and replacement of the community septic system shall be borne by the owners of the lots served by the system on a prorata basis. The Charter Township of Commerce is granted a lien on lots served by the community septic system for which billed costs remain unpaid for more than thirty days after becoming due. The provisions of this Paragraph 21 shall not be modified without the approval of the Charter Township of Commerce.

22. **USE OF WOODBRIDGE LAKE:** Restrictions may be created from time to time, and recorded with the Oakland County Register of Deeds by Declarant or its assigns or the Woodbridge Lake Homeowner's Association, which restrict the use of, or impact upon, all or a portion of Woodbridge Lake, and such restrictions shall be adhered to by all owners and occupants of the lots in the subdivision. These restrictions may include, but are not limited to, establishing a maximum number of boats, boat slips or docks permitted for use on Woodbridge Lake by owners of lots not adjacent to Woodbridge Lake (except that restrictions shall not be created and recorded by said Declarant or its assigns or the Woodbridge Lake Homeowner's Association which prohibit at least one boat and one seasonal boat slip or dock for each lot adjacent to Woodbridge Lake), establishing a maximum boat length, restricting motors to only electric motors, prohibiting gas motors, prohibiting boats launched in Woodbridge Lake from entering any other lake, requiring all docks to be seasonal and removed each fall and prohibiting the excavation or filling of any designated wetland area without the approval of the Michigan Department of Natural Resources or its successor agency.

23. **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 thirty (30) years from the date hereof, and thereafter until the within covenants and restrictions, or any of them, may be changed by the recording of an appropriate written instrument executed by the then owners of at least 2/3 of the lots in the subdivision.

24. **PARTIAL VALIDITY:** In the event any court of competent jurisdiction shall declare void any provision or restriction, or part thereof, herein contained, such determination shall not affect the validity of the remaining provisions and restrictions hereof, and the same shall remain in full force and effect.

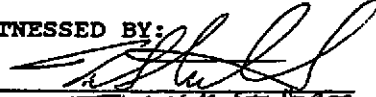
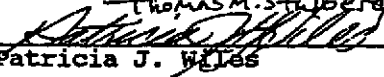
25. **WOODBRIDGE PARK:** The development of Woodbridge Park West and Sutton Park shall be permitted only as provided in the Commerce Township Zoning Ordinance and only upon prior approval of the Commerce Township Planning Commission if required by law, and these restrictions upon development of said Parks shall only be removed upon prior approval of the Commerce Township Board of Trustees.

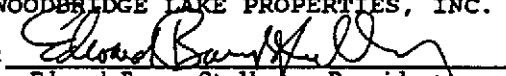
26. **PRIVACY FENCES ALONG SOUTH COMMERCE ROAD AND OAKLEY PARK ROAD:** Privacy fences exceeding thirty (30") inches in height are prohibited from being placed on Woodbridge Park West and on Outlot A within eighty-five (85') feet of the centerline of Oakley Park Road; and any privacy fences installed within said eighty-five (85') feet shall be identical. This restriction shall not be removed except upon approval of the Commerce Township Board of Trustees.

27. **CONSERVATION EASEMENT ALONG SOUTH COMMERCE ROAD AND OAKLEY PARK ROAD:** A one (1') foot conservation easement is hereby established upon the southerly one (1') foot of Woodbridge Park West and Outlot A along Oakley Park Road to prohibit the cutting of the natural vegetation except cutting in connection with any relocation of the Detroit Edison

power lines which may be relocated closer to, or within, the Oakley Park Road right-of-way from their current location. This restriction shall not be removed except upon approval of the Commerce Township Board of Trustees.


IN WITNESS WHEREOF, the Declarant has this 28th day of July, 1994, as Declarant, caused these building and use restrictions to be executed.

WITNESSED BY:

Thomas M. Stulberg

Patricia J. Wiles

DECLARANT:
WOODBIDGE LAKE PROPERTIES, INC.
By: 
Edward Barry Stulberg, President

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was subscribed and sworn to before me this 28th day of July, 1994 by Edward Barry Stulberg, President of Woodbridge Lake Properties, Inc., a Michigan corporation, on behalf of said corporation.


Patricia J. Lambert, Notary Public
Macomb County, Michigan acting in
Oakland County, Michigan
My commission expires: 11-21-95

Drafted by and After
Recording Return to:

Edward Barry Stulberg
31886 Northwestern Highway
Farmington Hills, MI 48334

CONSENT BY LAND CONTRACT SELLER
TO ADDITIONAL BUILDING AND USE RESTRICTIONS

The undersigned, Marie Julia Vanderpool, as Trustee, whose address is 63 Webber Place, Grosse Pointe, MI 48236, and Elise H. McGough, also known as Elise Hosten McGough, as Trustee, whose address is 18199 Blue Heron Drive, Northville, MI 48167, the Land Contract Sellers to Woodbridge Lake Properties, Inc., as set forth in Notice of Land Contract recorded in Liber 13412, Pages 345 - 347, Oakland County Records, of property, a portion of which is to become Woodbridge Lake Estates Subdivision No. 3, hereby consent to the Additional Building and Use Restrictions for Woodbridge Lake Estates Subdivision No. 3, attached hereto and executed or to be executed by Woodbridge Lake Properties, Inc., and agrees that the subject property shall be subject to the terms and conditions of said Additional Building and Use Restrictions. This Consent may be signed by the parties in counterparts and with the same effect as if the signatures were on the same instrument.

Dated: ~~2004~~ ^{August} 4, 1994

Witnessed:

Elaine Grand Stulberg
Elaine Grand Stulberg
Patricia J. Wiles
Patricia J. Wiles

Marie Julia Vanderpool
Marie Julia Vanderpool, as
Trustee under the Marie Julia
Vanderpool Revocable Trust
Agreement dated December 30, 1992

STATE OF MICHIGAN)
COUNTY OF OAKLAND) ss.

Subscribed and sworn to before me this 4th day of ~~2004~~ ^{August}, 1994, by Marie Julia Vanderpool, as Trustee under the Marie Julia Vanderpool Revocable Trust Agreement dated December 30, 1992, on behalf of said Trust.

Patricia J. Lambert
Patricia J. Lambert
Notary Public
Macomb* County, Michigan.
My Commission Expires: 11-21-95
*acting in Oakland County, Michigan

Witnessed:

Steven Singer
Steven Singer
Patricia J. Wiles
Patricia J. Wiles

Elise H. McGough
Elise H. McGough, also known as
Elise Hosten McGough, as Trustee
under the Elise H. McGough
Revocable Trust Agreement dated
November 3, 1971

STATE OF MICHIGAN)
COUNTY OF Oakland) ss.

Subscribed and sworn to before me this 5th day of ~~July~~ ^{August}, 1994, by Elise H. McGough, also known as Elise Hosten McGough, as Trustee under the Elise H. McGough Revocable Trust Agreement dated November 3, 1971, on behalf of said Trust.

Patricia J. Lambert
Notary Public Patricia J. Lambert
Macomb* County, Michigan.
*acting in Oakland County, Michigan.
My Commission Expires: 11-21-95