

ARTICLE V

BUILDING AND USE RESTRICTIONS FOR THE SUBDIVISION

Section 5.1 These restrictions are covenants which shall run with the land and shall be binding on all parties hereto and all parties claiming under or through them for a period of twenty five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless it is on the date or at the end of any such period agreed by a vote of the then Owners of a majority of the lots included in the above described land to change such restrictions in whole or in part or to cancel them, or at anytime upon the agreement of eighty percent (80%) of the fee title holders and with the agreement of the Township of Macomb and its duly adopted ordinances.

Section 5.2 No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two (2) stories in height and private attached garage for not more than three (3) vehicles.

Section 5.3 No dwelling on any lot in the Subdivision shall have an area of less than 1600 square feet for a one (1) story structure; 1800 square feet for a one and one half (*V/a*) story structure; and 2000 square feet for a two (2) story structure.

Section 5.4 Minimum Yard Requirements - No building on any lot in the Subdivision shall be erected nearer than:

- a. Twenty five (25') feet from the front line; nor
- b. Seven and one half ($7\frac{1}{2}$) feet minimum from any side lot line with the combined total of both side yards not less than fifteen (15') feet; nor
- c. Thirty five (35') feet from the rear lot line.

Approval of a variance by the Township of Macomb permitting yards smaller than the above minimums shall be deemed a valid waiver of this restriction.

Section 5.5 Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and no buildings are to be constructed within the easements.

Section 5.6 No structure of a temporary character, trailer, tent, shack, barn or other outbuildings shall be placed on any lot at any time, either temporarily or permanently, except a structure to be used by builders for storage of materials during the construction period. Outdoor storage sheds are permitted but must comply with the applicable ordinances and requirements.

Section 5.7 No fence, wall or other structure shall be located in the greenbelt/landscape easement except for a subdivision identification structure. Fences over two (2') feet in height within setbacks along public roads are strictly prohibited. Chain link and wooden fences are strictly prohibited.

Section 5.8 No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereupon which may be or may become an annoyance or nuisance to the neighborhood.

Section 5.9 No building, including any shed or swimming pool shall be constructed without the prior written approval of the Developer or Developer's assignee, i.e. Homeowners Association, as to the architectural design and materials to be used in the construction in order to insure reasonable uniformity in quality and appearance of each dwelling or other building in the Subdivision.

Section 5.10 No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except mat dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

Section 5.11 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. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. The use of any incinerator shall be a type which will not cause offensive odors when burning and must comply with all local, regional and state requirements.

Section 5.12 No business, trade, profession or commercial activity calling for home occupation of any kind shall be conducted in any building or on any portion of the property, except builders' sales offices may be used and maintained until all of the lots in the Subdivision have homes constructed thereon and occupied as a place of residence.

Section 5.13 If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said development to prosecute any proceedings at law or in equity against, the persons violating or attempting to violate any such covenants and either to prevent him or them doing so or to recover damages or other dues for such violations.

Section 5.14 All new public utilities such as water mains, sanitary sewer, storm sewers, gas mains, electric and telephone local Subdivision distribution lines, and all connections to same, either private or otherwise, shall be installed underground; provided, however, mat above ground transformers, pedestals and other above ground electric and telephone utility equipment associated with or necessary for underground utility installations and distributions systems and surface lighting stanchions shall be permitted. Lots 1 through 105, both inclusive, are, in addition, subject to the terms of a certain Restriction Agreement executed between the undersigned and the DTE Energy and SBC Communications, Inc., relating to the installation and maintenance of the underground electric and communication service and facilities, and which instruments are, by this reference, incorporated herein.

Section 5.15 No inoperative vehicles, commercial vehicles, house trailers or mobile trailers, boats or boat trailers shall be permitted to be parked or stored on any lot in said Subdivision unless such vehicles are parked or stored in a garage on said lot which conforms to the requirements pertaining to the construction of garages as set forth above.

Section 5.16 Each owner/occupant shall, within one (1) year after completion of the construction of a dwelling on any lot, cause lot to be finish graded, sodded and suitably landscaped. All landscaping in the subdivision shall be of an aesthetically pleasing nature and shall be continuously and properly well maintained at all times. No statues may be placed in the front yard of any dwelling. It is the purpose of this Section 5.16 to cause the subdivision to develop into a beautifully harmonious, private residential area. Landscaping, including but not limited to vegetable gardens, shall not in any way obstruct the drainage of the subdivision.

Section 5.17 Invalidation of any of these covenants by judgement or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

Section 5.18 Nothing herein provided shall constitute a waiver of, inapplicability of or invalidity of any current or future ordinance of the Township of Macomb or its successors, and to the extent and degree any such ordinance or any portions, terms or conditions are more restrictive than herein provided, such ordinance, or any portions thereof shall take precedence and be treated as having the full force and effect as being a part herein incorporated by reference in this instrument.

Section 5.19 Satellite receivers and dish antennae are permissible subject to Macomb Township Zoning Ordinance No. 10, Sections 10.0331 and 10.0336.

Section 5.20 Anything contained herein to the contrary notwithstanding, vehicular ingress and egress to and from Lots 1, 90 and 105 shall not be permitted from Twenty Five Mile Road, nor shall Lots 1, 90 or 105 have a driveway that intersects Twenty Five Mile Road.