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DECLARATION OF RESTRICTIONS  
AND EASEMENTS OF OAKWOOD  
MEADOWS SUBDIVISION

CLARENCE BLACKBURN  
REGISTER OF DEEDS  
LIVINGSTON COUNTY, MICH.

WHEREAS, ANTHONY S. GELARDI and BEATRICE M. GELARDI, his wife; LEO J. ROGERS and V. JOAN ROGERS, his wife, and FRANCIS J. WEINBURGER and DOROTHY L. WEINBURGER, his wife, owners in fee of lots and lands in OAKWOOD MEADOWS, a subdivision of part of the Southwest quarter of Section 24, Town 1 North, Range 6 East, Green Oak Township, Livingston County, Michigan as recorded in Liber 14 of Plats, pages 24 and 25, Livingston County Records.

The following covenants, conditions, restrictions, easements, reservations and agreements are hereby imposed on all lots in OAKWOOD MEADOWS SUBDIVISION and shall be binding on the undersigned and upon all persons acquiring title to any of said lots through or under the undersigned and upon the heirs, legal representatives, successors and assigns of the undersigned and of all grantees.

1. Land use and building type: No lot in the subdivision shall be used for other than one family residential purposes. No building or structure shall be erected, altered, placed, or permitted to remain upon any lot other than one detached one family dwelling, not exceeding two stories in height, or what is commonly known as a tri-level, one private attached one story garage for not more than three cars, and accessory buildings appropriate to single family dwellings such as a play house. Accessory buildings shall be of the same architectural design and exterior material as the main residence.

2. Size and height: No structure shall be erected, placed or altered on any lot not in conformance with the following minimum size requirements as to living area, measurements to be made of external walls: ion of the main residence and the period of construction.

One story-----1200 square ft  
 1st story of a 1 1/2 story-----1100 square ft  
 Two story-----1800 square ft  
 Tri-level total living area-----1600 square ft

No building shall exceed thirty-five (35) feet in height from ground level, measured from the lowest ground level adjacent to the home to the peak of the roof. On computing "square foot area" exterior wall may be included. Such items as porches, breezeways, garages or carports shall not be included in computing such required floor area. No part of the residence that is more than 1/2 below ground level shall be included in computing such required floor area.

3. Type of construction: Exterior walls of residential structures shall be constructed of brick veneer, stone veneer, cedar, redwood, cypress, vertical center matched, siding, exterior plywood or other standard exterior siding materials, except asbestos or asphalt siding or shingles, cement block, and sand lime bricks. All structures shall have one or more offsets in the front wall line.

The general architectural design of the proposed residence or alterations to any existing residence shall be approved by the "Review Committee" before any construction or excavation is begun.

4. Garages: All homes shall have not less than a two car attached garage with or without a breezeway.

5. Temporary Buildings: No old or used structures of any kind shall be placed upon any lot or anywhere within the subdivision. No temporary structure of any character, such as a tent, trailer, shack, barn, garage or other outbuilding shall be erected or placed upon any lot prior to construction of the main residence. This shall not prevent the use of temporary buildings incidental to the construction of the main residence during the period of construction.

6. Building Location and Set-Back Lines: No building or structure shall be erected, altered or placed on any lot closer than fifty (50) feet from any main residential right-of-way or platted roadway having a sixty (60) foot width nor closer than thirty-five (35) feet to the closest point of any cul-de-sac right-of-way as platted and the interior street as platted leading thereto and forming a part of said cul-de-sac, nor closer than ten (10) feet to the nearest point of any side lot line, nor closer than forty (40) feet to the nearest point of the rear lot line.

7. Driveways: All driveways shall be constructed of two (2) inches of asphalt surface with a suitable gravel base, and shall not be closer than fifty (50) feet from the sixty (60) foot right-of-way or platted sixty (60) foot roadway.

8. Lot area and width: No single family lot shall hereafter be reduced in area from its original platted area.

9. Easements: Easements for installation and maintenance of Public utilities and drainage facilities as shown on the recorded plat and as may otherwise be placed upon the property, including a six (6) foot easement along and adjacent to all roadways, including cul-de-sac for installation of underground utilities, are reserved. Each owner shall maintain the surface area of easements within his property, to keep grass and weeds cut, to keep the area free of trash and debris and to take such action as may be necessary to eliminate surface erosions. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage in the easements, or which may obstruct or retard the flow of water through drainage channels in

the easements. The easement areas of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except those improvements for which public authorities or utility company is responsible.

10. Utilities: No utilities other than underground utilities shall at any time be installed on any lot in the subdivision. One gas yard light (model No. 1800C) shall be installed on each lot at the time of the construction of the residence. The gas yard light shall be located twenty (20) feet back from the front property line, and close to center line of residence.

11. Fences: Fences may be placed at the perimeter lot line of the rear yard, but shall not extend forward of the rear line of the house. All fences shall not exceed five (5) feet in height except around swimming pools. All fences shall be kept in good condition and repair at all times.

12. Park and Lake Area: Park areas and lake access shall be used only by property owners within the subdivision and their guests. Access to the lake, except for owners of property contiguous thereto, shall be from Ponderosa Drive, however, no outboard motor or other mechanical means of propulsion shall be used on the lake in the subdivision. No picnics or similar events shall be held at any time on Ponderosa Drive or the vacant areas adjacent thereto. There shall be no water taken from the lake by pumping or any other means at any time.

13. Lot Owners Association: Purchasers agree to become members of the OAKWOOD MEADOWS CIVIC COMMITTEE.

14. Management Committee: When seven (7) or more lots have been sold the owners thereof shall meet and select at least three (3) from among them to act as the management committee. Each anniversary of the appointment of the said committee the then present members shall call a meeting of the owners of lots

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in the subdivision at which meeting there shall be at least three (3) selected from among them to act as the management committee for the ensuing year.

14. Management Committee duties: It shall be the duty of the management committee to maintain and care for the park areas and the area on the lake adjacent to Ponderosa Drive in a proper manner, such as mowing lawns, proper care of shrubbery, etc., and subdivision entrance structures and gas lamps.

15. Financing: The owner of each lot in the subdivision covenants and agrees to pay a proportionate share of taxes assessed against the park and lake areas and of the fees and costs incurred by the management committee in performing their duties.

16. Construction time: The construction time on any residence shall not exceed one (1) year.

17. Site Work: All unused building materials, other debris and temporary construction shall be removed from the subdivision within sixty (60) days after substantial completion of the residence. The portion of the surface earth which is disturbed by excavation and other construction work shall be finish graded and seeded or covered by other landscaping as soon as the construction work and weather permits.

18. Lot maintenance: All lots in the subdivision shall be kept trim and the grass mowed and free of debris. The management committee shall notify a lot owner of a violation thereof and after a reasonable time may have debris removed at the cost of the lot owner.

19. Signs: No signs of any kind shall be displayed to the public view on any lot except one professional sign not more than five (5) square feet in area only for the purpose of advertising the property for sale or rent, and except for house numbers and residence names.

20. Antennas: No radio or television antenna or aerial shall be permitted other than the type commonly used for domestic residential use, provided however, any radio or television antenna shall be installed on the house and not on a separate pole and shall not extend more than six (6) feet above the roof of the residence.

21. Garbage and Refuse Disposal: No refuse shall be dumped or left on any lot, or any other area in the subdivision. Every residence shall be provided with an approved type of garbage disposal unit. No exterior incinerators or other equipment shall be maintained on the premises for disposal of rubbish or garbage. No rubbish or garbage containers may be left outside except for regular pick-up.

22. Trailers, trucks, commercial vehicles: Trailers, mobile homes, campers, trucks, buses, tractors, other commercial vehicles, or any kind of machine equipment or apparatus, except in use for construction or repairs within the subdivision, shall not be parked or left to stand on any street, driveway, lot or any other area within the subdivision.

Abandoned or passenger automobiles not in regular use as passenger vehicles shall not be parked or left on any street, lot or other area in the subdivision.

23. Grade Changes: There shall be no changes of grade of any lot as the same shall exist at the date of final plat approval and recording which in any way effect the flow of water to adjacent lots.

24. General Provisions & Amendments: These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty-five (35) years from and after the recording of this agreement, after which date covenants shall be periodically extended for successive periods of ten (10) years each, unless, and prior to the expiration of such ten (10) years period, 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.

Invalidation of any one of these covenants by judgments or decree shall in no wise effect any of the other provisions hereof which shall remain in full force and effect.

25. Enforcement: Enforcement of these restrictions shall be by proceedings in a Court of Law against any person or persons violating or attempting to violate any covenant either to restrain violation or recover damages and may be brought by any person owning any lot in the subdivision, any member of the Review Committee or any member of the Management Committee.

26. Review Committee: An architectural plan and drawing showing dimensionally all rooms and the total square footage of the house or alterations to an existing house and the exterior elevations, together with a building site plan showing all property lines, the locations of the proposed residence, the location of any fences or walls, and any other proposed improvements with all dimensions including all set back dimensions and driveway for any building to be constructed on any of the lots covered by these restrictions shall, prior to any construction or excavation therefore, be submitted for approval to the Review Committee. The Review Committee in its discretion shall have full authority to approve or disapprove the plans and drawings and building site plans as to its compliance with these restrictions. If the plans and drawings and/or building site plan is disapproved, said disapproval shall be evidenced by a writing signed by two (2) members

of the Review Committee sent to the applicant specifying the reason for disapproval, and the building or other improvements shall not be started until approval of the committee thereof is obtained. The committee shall have fifteen (15) days after personal delivery to any of its members of the plans, drawings, and building site plans herein specified to give it's approval or disapproval, with the writing evidencing same to be sent to the address of the applicant provided on the application. The approval or disapproval of the committee shall not prevent subsequent enforcement of these restrictions based on a violation thereof.

The Review Committee shall consist of three (3) persons who initially shall be FRANCIS J. WEINBURGER, whose address is 7249 Angle Road, Northville, Michigan; JOSEPH F. WEINBURGER, whose address is 5955 Alan Drive, Brighton, Michigan; and DOROTHY L. WEINBURGER, whose address is 7249 Angle Road, Northville, Michigan. If any member or members of the Committee shall die, resign, or otherwise become ineligible, then the remaining member or members shall appoint a successor or successors and a writing shall be recorded as an amendment to these restrictions giving the name and address of every new member of the committee. Failure to so record, however, shall in no way invalidate these provisions or any part thereof, or relieve in any way full compliance with this or any other paragraph. Except for the initial members of the Committee, all subsequent members shall be owners of record or land contract purchasers of a lot covered by these restrictions. The committee shall act by the agreement of two of its three members, and two members may hold a meeting in the absence of the third member.

IN WITNESS WHEREOF, the parties hereto have executed these restrictions as set forth herein and have caused their hands and seals to be affixed this 21 day of July, 1971.



IN PRESENCE OF:

SIGNED AND SEALED:

Joseph F. Weinburger  
Joseph F. Weinburger  
C. H. Letzring  
C. H. Letzring

Joseph F. Weinburger  
Joseph F. Weinburger  
C. H. Letzring  
C. H. Letzring

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James R. Whelan  
James R. Whelan  
C. H. Letzring  
C. H. Letzring

Joseph F. Weinburger  
Joseph F. Weinburger  
C. H. Letzring  
C. H. Letzring

Anthony S. Gelardi  
ANTHONY S. GELARDI  
Sequoia Drive  
South Lyon, Michigan 48178

Beatrice M. Gelardi  
BEATRICE M. GELARDI  
Sequoia Drive  
South Lyon, Michigan 48178

Leo J. Rogers  
LEO J. ROGERS  
9829 Ponderosa Drive  
South Lyon, Michigan 48178

V. Joan Rogers  
V. JOAN ROGERS  
9829 Ponderosa Drive  
South Lyon, Michigan 48178

Francis J. Weinburger  
FRANCIS J. WEINBURGER  
7249 Angle Road  
Northville, Michigan 48167

Dorothy L. Weinburger  
DOROTHY L. WEINBURGER  
7249 Angle Road  
Northville, Michigan 48167

STATE OF MICHIGAN)  
)ss  
COUNTY OF OAKLAND)

On this 21<sup>st</sup> day of July, 1971,  
before me, a Notary Public in and for said County, personally  
appeared, ANTHONY S. GELARDI, and BEATRICE M. GELARDI, his wife,  
and LEO J. ROGERS and V. JOAN ROGERS, his wife, and FRANCIS J.  
WEINBURGER and DOROTHY L. WEINBURGER, his wife, to me known to be  
the persons subscribed in and who executed the foregoing instru-  
ment and respectively acknowledged the execution thereof to be  
their free act and deed and who have sworn to me that they are  
over 21 year of age.

C. H. Letzring  
C. H. Letzring, Notary Public  
Oakland County, Michigan

My commission expires: April 15, 1972.

Prepared by: C. H. Letzring, Attorney  
121 E. Lake Street  
South Lyon, Michigan

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RECORDED