

WOODBINE SUBDIVISION  
RESTATED BUILDING AND USE RESTRICTIONS  
REVISED 1976

1. USES OF PROPERTY

(a) Lots and improvements thereon shall be used for private residence purposes only, and no building of any kind whatsoever shall be erected, re-erected, moved or maintained thereon except private dwelling houses, each dwelling being designed and erected for occupation as a single family residence, and private garages for the sole use of the owner or occupant of the respective residence. Such other outbuildings may be erected in a manner and location as approved and permitted in writing by the Restrictions Association, appointed by the Woodbine Subdivision, (the “Subdivision”), Board of Directors, (the “Board”).

(b) Only one dwelling shall be built on each lot. No building shall be erected closer than sixty (60) feet to the front lot line nor closer than fifteen (15) feet to the side of rear lot lines except by express written consent of the Committee. When two (2) or more lots are held in a single ownership and residence is built thereon in compliance with the restrictions as set forth in this Agreement, and the said owner desires to build said residence upon the lot line between said lots, or closer to the lot line than these restrictions allow, then the sideline building restrictions as to the lot line between the two or more lots may be ignored; however, in such instance, the said lots shall be considered one lot for the purpose of these building restrictions.

## 2. CHARACTER AND SIZE OF BUILDING

(a) No building or other structure shall be commenced, erected or maintained, nor shall any addition to or change or alteration to any structure be made, except interior alterations, until the plans and specifications, adequately drawn and designed showing the nature, kind, shape, height and materials, color scheme, location on lot(s) and approximate cost of such structure and the grading plan of the lot to be built upon shall have been submitted to and approved in writing by the Committee, and a copy of said plans and specifications as finally approved shall be filed permanently with the Committee.

(b) Fences, garden walls and similar devices may be constructed or erected only after plans and specifications of such proposed fence, wall or other device shall have first been submitted to and approved by the Committee.

(c) The Committee shall have the right to refuse to approve any such plans or specifications or grading plan, which are deemed unsuitable or undesirable in its sole opinion for aesthetic or other reasons; and in so passing upon such plans, specifications and grading, it shall have the right to take into consideration the suitability of the proposed building or other structure to be built on the site in relation to the adjacent or neighboring properties. It is understood and agreed that the purpose of this paragraph is to cause the platted lots to be developed and maintained as a compatible, harmonious private residence section. If a disagreement on the points set forth in this paragraph should arise, the decision of the Committee shall control.

(d) In the event the Committee shall have failed to approve or disapprove such plans or specifications and location within thirty (30) days

after the same shall have been delivered to the Committee, then such approval shall be presumed, providing they conform to or are in harmony with existing structures in the subdivision, these restrictions, and any zoning law applicable thereto.

(e) No dwelling, under any circumstances, shall be permitted on any lot in the Subdivision unless the ground floor area thereof exceeds twelve hundred (1,200) square feet in a one-story building, eight hundred (800) square feet in a one and one-half or two-story building. Further, the cubical content of any proposed dwelling shall be not less than twelve thousand five hundred (12,500) cubic feet measured from the base of the first floor joists.

### 3. ANIMALS

No chickens, other fowl, horses or livestock shall be kept on or harbored on any of the said lots. No animals shall be permitted on any lot except household pets. No animals shall be kept on the premises for any commercial purpose. House pets shall require suitable care so as not to be objectionable or offensive due to noise, order of sanitary conditions.

### 4. SIGNS

No sign or billboard shall be placed or maintained on any lot except a single sign advertising the lot, or dwelling and lot, for sale or lease. Any such sign shall contain not more than three (3) square feet of surface and the top of such sign shall be three (3) feet or less above the ground; provided, however, such other signs may be erected and maintained on lots as are permitted in writing by the Committee.

## 5. REFUSE

No refuse pile or other unsightly or objectionable materials shall be allowed on any of said lots unless the same shall be properly concealed from view in the judgment of the Committee. Refuse, ashes, building materials, garbage and debris of any kind shall be cared for in such a manner as not to be offensive to neighboring property owners. No noxious or offensive activity shall be carried on any lot, nor shall any activity be permitted thereon which is or may become an annoyance or nuisance to the neighborhood in the judgment of the Committee.

## 6. EASEMENTS

Easements and rights-of-way are hereby reserved in and over the rear six (6) feet of each of the said lots and over a strip of land five (5) feet in width along the side lot line, wherever deemed necessary of the Committee for the installation or maintenance of telephone or electric poles and equipment, lines or conduits, sewer, gas or water mains, or any other service deemed necessary or advisable by the Committee. Any damage to trees, shrubs, lawns or fences resulting from such installation or maintenance shall be repaired to such condition as existed prior to the damage by the parties performing such service, installation or maintenance. The responsibility for enforcing this provision shall be that of the owner.

## 7. VIOLATIONS

Violations of any restriction or condition or breach of any covenant or agreement herein contained shall give the Committee, in addition to all other remedies, the right to enter upon the land where such

violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Committee shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

#### 8. TERM OF RESTRICTIONS

All of the restrictions, conditions, covenants, charges, easements and agreements contained herein shall be for a period of twenty-five (25) years from January 1<sup>st</sup>, 1946 and shall automatically be continued thereafter for successive periods of twenty-five (25) years each; provided, however, that the owners of the fee simple title of seventy-five (75%) or more of the lots in the said plat may release all or part of said lots from all or any part of these restrictions, at the end of this first twenty-five (25) year period, or any successive twenty-five (25) year period thereafter by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing the same for record in the Office of the Register of Deeds for Oakland County, Michigan, at least five (5) years prior to the expiration of this first twenty-five (25) year period or of any continuance period thereafter.

#### 9. ASSIGNMENT

Any or all of the rights and powers, titles, easements and estates reserved or given to the parties hereunder may be assigned to any corporation or association composed of the owners of property in said plat. Any such assignment or transfer shall be made by an appropriate instrument in writing in which the assignee or transferee shall join for the purpose of

evidencing its consent to the acceptance of such rights and powers, and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as herein given to and assumed by the parties, the parties hereunder thereupon being released therefrom.

10. Each restriction and covenant herein is intended to be severable and in the event that any one restriction or covenant is for any reason held void, it shall not affect the validity of the remaining restrictions and covenants.

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