

# MORAVIAN FOREST SUBDIVISION NO. 1

Building and use restrictions as recorded in Liber 1560, Page 547, Macomb County Records.

## 1. USE OF PROPERTY.

A) Lots shall be used for providing residence purposes only and no building of any kind whatsoever shall be erected, re-erected, moved or maintained except private dwellings. Such dwelling shall be designed and erected for occupation by a single family. A private attached garage or attached carport, for the sole use of the respective owner or occupant, may be provided.

B) Notwithstanding that which is contained herein to the contrary, the Grantor, his agents or sales representative may occupy and use any house built in the subdivision or a temporary building as a sales office for sales of lots and/or houses until all of the lots and/or houses built in this subdivision have been sold.

C) House trailers, boats or boat trailers or commercial vehicles (except while making normal deliveries) shall not be stored or parked on any lot except within a private attached garage or car-port.

D) The Grantor preserves the right to use or to dedicate to the use of the public any lot or portions thereof for roadway purposes.

## 2. CHARACTER AND SIZE OF BUILDINGS.

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, prepared by a competent architect showing the nature, kind, shape, height and materials, color scheme, location on the lot 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 Grantor, and a copy of said plans and specifications as finally approved, lodged permanently with said Grantor.

B) Fences, garden walls, and other devices used from time to time in separating properties, may be constructed or erected only after plans, details and materials of such proposed fence, wall or other device shall have first been submitted in writing to the Grantor and approved by it. In any event, other than an ornamental fence not exceeding three (3) feet in height, shall extend on either side of the lot toward the front of the lot rather than the rear line of the house on each side.

C) The Grantor shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable in its opinion for aesthetic or other reasons; 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 harmony as planned in view of the outlook from the adjacent or neighboring properties. It is understood and agreed that the purpose of this paragraph is to cause the platted lands to develop into a beautiful harmonious private residence section, and if a disagreement on the points set forth in this paragraph should arise, the decisions of the Grantor shall control.

D) However, in the event the Grantor shall have failed to approve or disapprove such plans and location within thirty (30) days after the same shall have been delivered to the Grantor, then such approval will not be required provided the plans and location on the lot conform to, or are in harmony with, existing structures in the subdivision, these restrictions, and any zoning law applicable thereto.

E) In any case, with or without the approval of the Grantor, no dwelling shall be permitted on any lot in the subdivision unless in the case of a one story building the ground floor living area shall be not less than 1,000 square feet; in the case of a one and a half story building, the ground floor living area shall not be less than 800 square feet; in the case of a multi-level building the first and second level living area shall not be less than 800 square feet; in the case of a two story building the ground floor living area shall be not less than 700 square feet. All garages and/or car-ports, when constructed must be attached to the dwelling, either directly or by use of a covered breezeway or covered porch. The area of garages, car-ports and open porches shall not be included in computing square footage.

### 3. BUILDING LINES.

A) No building on any of said lots shall be erected nearer than 25 feet to the front or rear lot line. On all lots in subdivision used for one story dwellings, a minimum side yard of five (5) feet shall be required on each side of every lot, and the combined width of both side yards shall not be less than fifteen (15) feet. In no case shall dwellings, if more than one story, be located closer than ten (10) feet to the side lot line adjacent to that portion of the building exceeding one story. In no case shall dwelling be closer than fifteen (15) feet apart.

B) Notwithstanding anything contained hereinabove to the contrary, in all cases an exception may be made by written consent to the Grantor, which consent the Grantor is empowered to give.

### 4. ANIMALS.

No chickens, other fowl, horses or live stock shall be kept or harbored on any of the said lots. No animals shall be kept or maintained on any lot excepting, household pets for use by the owner and members of his family. No animals shall be kept on the premises for any commercial purpose. Household pets shall have such care as not to be objectionable or offensive on account of noise, odor or unsanitary conditions. Animals may be declared nuisances by Grantor and must be disposed of within 30 days if so requested in writing by the Grantor or its authorized representatives.

### 5. SIGNS.

No sign or billboard shall be placed or maintained on any lot except one sign advertising the lot or house and lot for sale or lease, and having not more than three square feet of surface and the top of which shall be three 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 Grantor.

**6. EASEMENTS.**

Easements and rights of way are hereby reserved as shown on the recorded plat. In addition to the above, easements and rights of way are reserved in and over a strip of land six feet in width along all rear and side lot lines wherever it may be deemed necessary for the installation or maintenance of telephone or electric poles, lines or conduits, or sewer, gas lines or water mains, for drainage purposes, or for the use of any other public utility deemed necessary or advisable by the Grantor. The use of all or a part of such easements and rights of way may be granted or assigned any time hereafter by the Grantor to any person, firm, governmental unit or agency, or corporation furnishing any such service.

A) An easement is reserved over and on the North 50 feet, parallel to the North line of Lot 91, and over and on the North 25 feet, parallel to the North line of Lot 90, for a "Clear Vision Area". The intent for this easement is to provide clear, unobstructed vision for vehicular traffic on Millar Road, and no trees, shrubs or other vegetation shall be planted or permitted to grow which will defeat the intent of this easement.

**7. 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. 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 upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

**8. MAINTENANCE.**

A) All the land included in said plat, whether owned by the Grantor or by others, except streets and parks maintained for the general use of the owners of the land included in said tract, and except land taken or sold for public improvements or uses, shall be subject to an annual maintenance charge at the rate of \$5.00 per lot commencing January 1, 1967, and at such a rate as may be determined by the Grantor or the Moravian Forest Association which may hereafter be formed as provided herein for each year thereafter for the purpose of creating a fund, to be known as the Maintenance Fund, to be paid by the respective owner of the land included in said tract to the Grantor annually in advance on the first day of January in each year, commencing with January 1, 1967.

B) Said annual charge may be adjusted from year to year, after 1967, by the Grantor of the Moravian Forest Association, as the needs of the property may in their judgment required, but in no event shall such a charge be raised above \$20.00 per lot, except by the approval and consent in writing of the owners of 75% of the lots in said plat, which approval and consent shall make any such additional assessment binding upon all of the owners of property in said plat.

C) Said Maintenance Fund shall be used for such of the following purposes as the Grantor hereto or the Association shall determine necessary and advisable for improving and maintaining roadways of said property; for planting trees and shrubbery and the care thereof; for collecting and disposing of garbage, ashes and rubbish; for employing night watchmen; for caring for vacant property; for removing grass or weeds; for constructing, purchasing maintaining or operating any community

service, or for doing nay other things necessary or advisable in the opinion of the Grantor hereto for keeping the property neat or in good order; for expenses incident to the examination of plans as herein provided and to the enforcement of these building restrictions, conditions, obligations, reservations, rights, powers and charges.

**9. LOT OWNERS ASSOCIATION.**

At any time after the sale by Grantor of nine-tenths in number of the lots in the said subdivision (execution of a land contract constituting a sale for the purposes of the section) the Grantor may assign or transfer any or all rights, privileges, and duties of supervision and control in connection with these restrictions which are reserved herein to the Grantor, to the Moravian Forest Association, and upon the execution and recording of the appropriate instruments of appointment by the Grantor, the said Association shall thereupon have and exercise all rights reserved to the Grantor, and the Grantor shall be fully released and discharged from further obligations and responsibilities in connection therewith.

**10. VIOLATIONS.**

Violation of any restriction or condition or breach of any covenant or agreement herein contained shall give the Grantor, in addition to all other remedies provided by law, the right to enter upon the land as to which such violation or breach exists, and summarily to abate and remove at the expense of the owner thereof, any erection, sign, thing or condition that may be or exist contrary to the intent and meaning of the provision hereof, and the Grantor shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

**11. TERM OF RESTRICTIONS.**

All the restrictions, conditions, covenants, charges and agreement contained herein shall continue in force for a period of 25 years from the date of recording hereof an shall automatically be continued thereafter for successive period of 10 years each, provided, however, that after 10 years fro the date of recording hereof the owners of the fee of two-thirds or more of the lots in said subdivision may release all or part of said lots from all or any portion of these restrictions by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and recording the same in the Office of the Register of Deeds for Macomb County.

**12. SEVERABILITY.**

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