

August 17, 1959 Westchester #3

**WESTCHESTER SUBDIVISION #3 DEED RESTRICTIONS**

1. The undersigned, for themselves, their successors and assigns, do hereby publish and declare and make known to all intending purchasers and future owners of the various lots comprising the said Westchester Village Subdivision #3,

a part of the N. ½ of section 34, T. 2 N., R. 10 E., Bloomfield Township, Oakland County, Michigan, according to the Plat thereof as recorded in Liber 90, Pages 25, 26, 27 of Plats, Oakland County Records,

that the same will and shall be used, held, and/or sold expressly subject to the following building and use conditions, restrictions, covenants, agreements and easements which comprise the general plan for the improvement of said subdivision, and which shall be incorporated by reference in all deeds of conveyance of the contracts for sale of said lots and run with the land and be operative to and until November 1, 1975, at which time the aforesaid conditions, restrictions, covenants, agreements and easements shall be automatically extended for successive periods of (5) years, unless by vote of the majority of the then owners of the lots, it is agreed to change said aforesaid conditions, restrictions, covenants, agreements and easements, in whole or in part; provided, however, that from and after the date hereof, any of the provisions hereof may be altered, changed and/or modified by the written consent and approval of the WESTCHESTER DEVELOPMENT COMPANY, and one of the undersigned.

**LOT AREA AND WIDTH**

2. The width, area, and minimum building setback line of the lots in this subdivision shall comply with all of the provisions of the Plat Act, as amended as of this date; Provided, however, that no lot shall contain less than 13,000 square feet area nor contain less than 100 feet width at the building line.

**USE OF PROPERTY**

3. (A) All lots in the above –described subdivision shall be used or residential purposes only.

(B) No dwelling shall be erected, altered, or placed on any lot that shall already contain a dwelling unit except in cases where a dwelling is constructed on one lot and part of another lot, in which case the remaining portion of the said other lot along with part or all of still a third lot may be used for the construction of a dwelling, Provided, however, that any such combination of lots be used for the erection of a dwelling shall contain not less than one hundred (100') feet of width at the building line..

(C) No residential building shall exceed two stories in height, Provided, however, that this restriction shall apply to height of structure only, and shall not be construed to exclude so-called 'tri-level', 'bi-level' and/or any other type of 'multi-level' dwellings so long as the greatest height of such dwelling does not exceed two (2) stories.

(D) Private garages and carports shall be permitted, Provided they shall be attached to the residences, and that they shall house not more than three cars.

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**BUILDING LOCATION**

4. No residence or garage shall be erected, altered, or placed on any of the above-described lots closer than forty (40) feet from any lot line bounding a street, nor twenty-five (25') from the rear lot line, nor seven (7') feet from and side lot line, provided further that the combined total of side yards shall not be less than thirty-two (32') feet and that the distance between buildings on adjacent lots shall be no less than thirty-two (32') feet.

**CHARACTER OF BUILDINGS**

5. No dwelling shall be erected or placed on any lot of said subdivision which shall contain less than fourteen hundred fifty (1450) square feet of living area. "Living area" as set forth herein is defined to mean the area enclosed by the exterior of the dwelling. Garages, carports, breezeways and/or basements are not to be included in the determination or computation of living area.

6. All buildings shall be constructed of materials in harmony with the established architectural character of the subdivision and of minimum standards of durability equivalent to wood siding.

7. No dwelling or other structure shall be commenced and/or erected on any lot until plans, specifications and other matters relating thereto shall be submitted for approval to the Architectural Control Committee hereinafter designated for its written approval. If such Committee shall not act upon the same within thirty (30) days from date of receipt thereof, then in such event, said plans, specifications or requests shall be considered to be approved as though approval thereto were given in writing.

**ANIMALS**

8. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be maintained and kept in the residence of the owner of any such lots. No dogs, cats, or other household pets may be kept or maintained for any commercial purpose.

**EASEMENTS AND ROADWAYS**

9. The easements and roadways as set forth in the recorded plat of the above described subdivision are provided for the installation and maintenance of utility and drainage facilities. No fence, building, earthwork, or landscaping shall be constructed in such manner as to interfere with construction, operation, alteration or maintenance of such facilities, or ingress thereto or egress therefrom.

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**GARBAGE AND REFUSE DISPOSAL**

10. 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 material shall be kept in a clean and sanitary condition.

**SIGNS**

11. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

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**FENCES**

12. No fence, wall, hedge, or shrub planting which obstructs site lines at elevations between two and six feet above the roadways shall be placed on any corner lot within the triangular area by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended., No fence or wall shall be erected, placed or altered on any lot nearer to the front lot line than the minimum building setback line. Further, all fences shall be no more than four (4) feet in height and shall be ornamental in character. Fences on corner lots shall not be closer to either street than the minimum building setback line applicable to house on such street.

**NUISANCES**

13. No noxious or offensive activity shall be carried on upon any lot, nor shall anything done thereon which may be or may become a nuisance to the neighborhood.

14. The Architectural Committee, hereinbefore referred to shall consist of-

Jack Winston  
Sidney Katzman  
Barney Katzman  
Leslie R. Schmier

Any submission of plans, specifications, drawings and other matters relating to the construction of homes in the subdivision shall be submitted to said Committee at the offices of WESTCHESTER DEVELOPMENT COMPANY, 124 West State Fair Avenue, Detroit 3, Michigan, or at such other address that it may hereafter be located at. Any vacancy in said Architectural Committee brought about through

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resignation, death, or incapacity to serve shall be immediately filled by WESTCHESTER DEVELOPMENT COMPANY.

15. It is expressly understood and agreed that the within Declaration of Restrictions shall not, in any manner or form, preclude and/or prevent the use, for parking of automobiles, commercial and/or multiple family residential building purposes, of the parcel of land situated in the Township of Bloomfield, Oakland County, Michigan, and described as follows, to-wit:

*A parcel of land in the Northwest corner of the Northwest ¼ of section 34, Town 2, Range 10 east described as : Commencing in the center of the intersection of Maple Road and Lahser Road, being the Northwest corner of said Section 34; thence Easterly along the center of Maple Road 575 feet; thence Southerly parallel to the center line of Lahser Road 575 feet; Thence Westerly parallel with the center line of Maple road 575 feet to the center line of Lahser road; thence Northerly along the center of Lahser Road 575 feet to the place of beginning, containing 7.59 acres, more or less.*

The provisions of this paragraph shall stand as consent to the above mentioned use of said property for the purposes above set forth and shall be binding upon all present and future owners of lots in the above described subdivision.

#### **SEVERABILITY**

16. Invalidation of any one of these covenants by amendment, judgment, or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

#### **ENFORCEMENT**

17. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

18. The terms, covenants and conditions hereof shall remain in full force and effect and be binding upon the undersigned, their respective successors and assigns and all present and future owners of lots insaid Westchester Village Subdivision #3, as is more particularly described above.