

The following is a reprint of our Association's Deed Restrictions They are NOT legal copies and may not be considered such. They are for reference purposes ONLY. The publisher of this website assumes no responsibility for the accuracy of this document.

In particular, the Deed Restrictions as reprinted here, apply to all of the Parks with minor differences in the descriptions appearing in the first two paragraphs.

DECLARATION OF RESTRICTIONS

BLOOMFIELD ON THE LAKE PARK NO. 5

THIS DECLARATION made this 7th day of February, 1979, by SUBURBAN COMMUNITIES, INC., a Michigan corporation, of 3475 Lone Pine Road, West Bloomfield, Michigan, hereinafter referred to as "The Developer".

WITNESSETH:

WHEREAS, The Developer is the owner of certain property located in Part of the N. E. of Section 23, Town 2 North, Range 9 East, West Bloomfield Township, Oakland County, Michigan, subdivided and known as BLOOMFIELD ON THE LAKE PARK NO. 5, the plat of which is recorded in Liber 164 , Pages 3 and 4 of plats, Oakland County Records, which is an enlargement of the Phase of a certain development on said property known as BLOOMFIELD ON THE LAKE PARK, the plat of which is recorded in Liber 141, Pages 20 and 21, Oakland County Records, BLOOMFIELD ON THE LAKE PARK NO. 2, the plat of which is recorded in Liber 146, Pages 5 and 6, Oakland County Records, and BLOOMFIELD ON THE LAKE PARK NO. 3, the plat of which is recorded in Liber 149, Pages 8 and 9 of Plats, Oakland County Records, and BLOOMFIELD ON THE LAKE PARK NO. 4 the plat of which is recorded in Liber 153, Pates 19 and 20 of Plats, Oakland County Records. Said BLOOMFIELD ON THE LAKE PARK NO. 5 is hereinafter referred to as "The Subdivision";

WHEREAS, there are included within BLOOMFIELD ON THE LAKE PARK, BLOOMFIELD ON THE LAKE PARK NO. 2, BLOOMFIELD ON THE LAKE PARK NO. 3, and BLOOMFIELD ON THE LAKE PARK NO. 4, certain parks and Common Areas which are to be available for the common use and enjoyment of the Residents in BLOOMFIELD ON THE LAKE PARK, BLOOMFIELD ON THE LAKE PARK NO. 2, BLOOMFIELD ON THE LAKE PARK NO. 3, BLOOMFIELD ON THE LAKE PARK NO. 4, and the Residents in The Subdivision, and for those Residents of such other properties to whom The Developer may grant the right to use said parks and Common Areas, as provided in the Agreement with the Township described in ARTICLE III hereof; and

WHEREAS, The Subdivision is being developed under and in accordance with the One Family Residential Cluster Option of the West Bloomfield Township Zoning Ordinances; and

WHEREAS, it is necessary to establish binding conditions and restrictions applicable to all property within The Subdivision to preserve the value thereof, and to insure the proper maintenance and government of the parks and Common Areas within BLOOMFIELD ON THE LAKE PARK, BLOOMFIELD ON THE LAKE PARK NO. 2, BLOOMFIELD ON THE LAKE PARK NO. 3, BLOOMFIELD ON THE LAKE PARK NO. 4 and within The Subdivision as it and they may presently exist, and is it and they may subsequently be enlarged by the Developer; and

WHEREAS, it is the purpose and intention of this Declaration that all properties included within The Subdivision shall be held and/or conveyed subject to the restrictions and conditions contained in this Declaration;

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the undersigned, its successors and assigns, and all intending purchasers, and future owners of the various lots comprising The Subdivision, and the other properties above-mentioned, it does hereby declare:

ARTICLE I

DECLARATION

The undersigned, for itself, its successors and as does here publish and declare and make known to all intending purchasers and future owners of the various Residential Sites (as the term “Residential Sites” is hereinafter defined) comprising The Subdivision, that the same will and shall be used, held and/or sold expressly subject to the following easements which shall run with the land, and shall also be used, held and/or sold expressly subject to the following building and use conditions, restrictions, covenants and agreements which comprise the general plan for the improvement of The Subdivision, and which shall be incorporated by reference in all deeds of

conveyance and contracts for the sale of said Residential Sites and shall run with the land and be binding upon all grantees of Residential Sites in The Subdivision, and on their respective heirs, personal representatives, successors and assigns, and shall be operative up to and until January 1, 2004, and shall automatically be continued thereafter for successive periods of ten (10) years each; provided, however, that after January 1, 1994, the Residents representing not less than two-thirds (2/3) of the total votes of the "Association" may amend these restrictions by written instrument executed by said owners and recorded in the Oakland County Records.

ARTICLE II

DEFINITIONS

The following definitions shall apply to the following terms when used in this Declaration;

1. The "Association" shall mean the BLOOMFIELD ON THE LAKE PARK ASSOCIATION, a Michigan non-profit corporation.

2. "Common Area" shall mean the park area as shown on the plat of BLOOMFIELD ON THE LAKE PARK as "BLOOMFIELD ON THE LAKE PARK (PARK)", and the park area shown on the plat of BLOOMFIELD ON THE LAKE PARK NO. 2, as "PRIVATE PARK", or as either or both of said park areas may be enlarged by The Developer in the future. "Common Areas" also include any park areas in additional BLOOMFIELD ON THE LAKE PARK Subdivisions platted as enlargements of the Development, and any other additional Park Areas, entrances and other areas which are reserved for common uses, which The Developer may, at its option, under the provisions of the Cluster Agreement with the Township of West Bloomfield mentioned in ARTICLE III hereof, designate to be governed and maintained by the Association.

3. "Residential Site" is defined as a site on which a Residence is to be constructed on a platted lot, on part of a platted lot, on unplatted land, or in a condominium or cooperative development in THE SUBDIVISION as THE SUBDIVISION is hereinafter defined, but not on Common Areas.

4. The word “Residence” is defined as any residential unit constructed on a Residential Site as hereinabove defined.

5. “Residential Site Owner” shall be defined as every person or entity who or which is a record owner of a Residence or Residences as hereinabove defined in The Subdivision, but not including any such owners who have sold their interest under Executory Land Contract. During such time as a Land Contract is in force, the Land Contract Vendee shall be considered to be the Residential Site Owner.

6. “Township” shall refer to the Township of West Bloomfield, Oakland County, Michigan.

7. The words “THE SUBDIVISION” as herein used shall be deemed to include not only BLOOMFIELD ON THE LAKE PARK, BLOOMFIELD ON THE LAKE PARK NO. 2, BLOOMFIELD ON THE LAKE PARK NO. 3, and BLOOMFIELD ON THE LAKE PARK NO. 4, BLOOMFIELD ON THE LAKE PARK NO. 5, but all additional BLOOMFIELD ON THE LAKE PARK Subdivisions and also any other developments of Residential Sites permitted as enlargements or Phases of the BLOOMFIELD ON THE LAKE PARK development under the Agreement with the Township mentioned in ARTICLE III hereof, the occupants of which have been given the right to use the same Common Area or Areas as the Residents of BLOOMFIELD ON THE LAKE PARK, BLOOMFIELD ON THE LAKE PARK NO. 2, BLOOMFIELD ON THE LAKE PARK NO. 3, BLOOMFIELD ON THE LAKE PARK NO. 4, BLOOMFIELD ON THE LAKE PARK NO. 5, and additional BLOOMFIELD ON THE LAKE PARK subdivisions.

ARTICLE III

PLANS FOR DEVELOPMENT AND AGREEMENT WITH THE TOWNSHIP

That certain Agreement between the DEVELOPER and the Township of West Bloomfield, Michigan, dated the 5th of November, 1973, and recorded in Liber 6259, Pages 635 through 645, inclusive for the development of the land described in Exhibit A attached to said Agreement under Section 1303, One Family Clustering Option of the Zoning Ordinance of West Bloomfield

Township, and which governs the use of the Park Areas is hereby incorporated herein and made a part of this Declaration. The plan for development of, and Improvements to, the Park Areas and any subsequent enlargements thereof, and/or the creation of additional park areas to be governed and maintained by the Association, and the right to grant rights of user of Parks and Common Areas to the Residents of THE SUBDIVISION and to the occupants of any other development, are and shall be within the sole discretion of The Developer, but subject to the provisions of the above-mentioned Agreement with the Township. The above Agreement may be modified or changed at any time by The Developer or its assigns, with the agreement of the Township, for any properties that are not included in the recorded plat of The Subdivision. The proposed design of any park area improvements is to be determined solely in the discretion of The Developer but requires the approval of West Bloomfield Township. Any park design plans approved by West Bloomfield Township are tentative and may be changed by The Developer as provided above at any time until the park has been finally constructed.

ARTICLE IV **ASSOCIATION**

1. BLOOMFIELD ON THE LAKE PARK ASSOCIATION, hereinafter referred to as the “Association”, is an association of the Residential Site Owners in THE SUBDIVISION, organized as a Michigan non-profit corporation, to take and hold title to the Common and Park Areas in THE SUBDIVISION and to be responsible for the removal of snow from all roads and streets in THE SUBDIVISION, and shall be responsible for the management, maintenance, operation and administration of Park and Common Areas, in accordance with this Declaration and the Articles of Incorporation and By-Laws of the Association, and the Agreement with the Township to which reference is made in ARTICLE III hereof.

Each Residential Site Owner, simultaneously with the acquisition of title to a Residence or Residences in THE SUBDIVISION shall automatically become and be a member of this Association and shall remain a member thereof until he ceases to be a Residential Site Owner, and by such acquisition of title shall be deemed to have covenanted with The Developer and the Association to pay such assessments as the Association may lawfully and validly levy, which shall be a lien upon his Residential Site as provided in the By-Laws of the Association.

2. The share of a Residential Site Owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner.

3. The Association shall adopt and maintain By-Laws, which By-Laws shall be binding upon the Residential Site Owners in the same manner and to the same extent as this Declaration is binding upon the Residential Site Owners. No occupants of any residential units in The Subdivision upon whom The Developer has conferred the right to use the Common Areas situated in THE SUBDIVISION shall be deprived of such right of use, except for the violation of Rules and Regulations promulgated by the Association governing the use of such Common Areas which are equally applicable to all persons entitled to use said Common Areas, or except by reason of the non-payment by the person or entity obligated to pay the same under this Declaration of Restrictions and/or the Association's By-Laws, of a pro rata share of any assessment levied by the Association against all Residential Site Owners.

4. The Association shall have the authority to make and enforce regulations pertaining to the use and maintenance of the Common Areas under its jurisdiction, which regulations shall be binding upon the Residential Site Owners in The Subdivision and on all Residential Owners in THE SUBDIVISION. The Association shall be obligated to maintain the Common Areas, and such obligation may be enforced by the Residential Site Owners or any one of them. Any or all of the rights and powers, titles, easements and estates in this instrument reserved or given to The Developer, including the right and power to approve or disapprove any use, act, proposed action, or any other act or thing, may be assigned by The Developer to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing. Upon the delivery of an executed copy of such instrument to the Association, the Association shall thereupon have the same rights and powers as herein given and reserved to The Developer in connection with the rights, powers and easements so assigned. Forthwith upon receipt of the instrument of assignment, the Association shall thereupon cause the same to be recorded in the Office of the Register of Deeds for Oakland County, Michigan.

5. The Association shall enforce the restrictive covenants contained in this Declaration of Restrictions, and shall levy assessments against all Residential Site Owners in THE SUBDIVISION to provide the funds required to defray the cost and expense of such enforcement.

ARTICLE V

ASSESSMENTS

1. All of the Residential Sites within THE SUBDIVISION shall be subject to assessments to be paid by the respective Residential Site Owners to the Association in accordance with its By-Laws.

2. The Developer shall pay a proportionate share of the following maintenance expenses actually incurred based upon the number of completed Residences owned by it at the time the expense is incurred Maintenance of Common Areas; utility bills for lighting and watering Common Areas; plowing snow from roads. In no event shall The Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacements, for capital improvements or other special assessments, except with its concurrence.

ARTICLE VI

RESTRICTIONS ON USE OF PROPERTY

1. **Applicability**

The restrictions hereinafter contained shall apply only to BLOOMFIELD ON THE LAKE PARK NO. 5 the plat of which is recorded in Liber 164 of Plats, Pages 3 and 4 , Oakland County Records.

2. **Use of Property**

(a) Any Residential Sites in The Subdivision owned by The Developer, its successors and assigns, may be used for the erection and maintenance of model homes for sales and display purposes, and for Developer's and Builders' offices, if such use is approved in writing by The Developer.

(b) All remaining Residential Sites in The Subdivision shall be used for residence purposes only, and no building of any kind whatsoever shall be erected, re-erected, moved, or maintained thereon except for residential purposes and appurtenant buildings as hereinafter provided. Each residential unit shall be designed and erected for occupation by a single private family. A family shall mean one person or group of two or more persons living together and inter-related by bonds of consanguinity, marriage or legal adoption, and their gratuitous guests and domestic servants. A private attached garage for the sole use of the respective owner or occupant of the Residential Site upon which said garage is erected may also be erected and maintained. Other buildings may be erected only if approved by The Developer, in such manner and location as The Developer may, in its sole discretion, permit in writing.

3. Character and Size of Buildings

(a) No buildings, fence, wall, retaining wall, drive, walk or other structure or improvement shall be commenced, erected, installed or maintained in The Subdivision, nor shall any addition to, or change or alteration to any structure thereon be made, except interior alterations, until plans and specifications, acceptable to The Developer, showing the nature, kind, shape, height and materials, location on the Residential Site of such structure or improvement and the grading plan of the Residential Site to be built upon, shall have been submitted to and approved in writing by The Developer, or its authorized agent, and a copy of said plans and specifications, as finally approved, lodged permanently with The Developer.

(b) The Developer shall have the right to refuse to approve any such plans and specifications or grading plan which are not suitable or desirable in its 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 or improvement to be built or constructed, on the Residential Site upon which it is proposed to erect the same, and the harmony as planned in view of the outlook from the adjacent or neighboring properties. The purpose of this ARTICLE VI is to develop The Subdivision into a beautiful, harmonious, private residential section. If disagreement on any of the points set forth in this Paragraph should arise, the decision of The Developer shall control.

(c) However, in the event The Developer, or its agents, have failed to approve or disapprove such plans and location within sixty (60) days after the same shall have been

delivered to said Developer, then such approval will not be required, provided the plans and location on the Residential Site conform to, or are in harmony with, existing structures or improvements in The Subdivision, and with these Restrictions.

(d) In any case, with or without the approval of The Developer, no dwelling shall be permitted on any Residential Site in The Subdivision unless, in the case of a one-story building, the ground area thereof shall be not less than 1400 square feet; in the case of a one and one-half story building, the ground floor area shall be not less than 1000 square feet; and in the case of a two-story building, such two-story building shall have a minimum of 2000 square feet of finished area with at least 1000 square feet on the ground floor. Other types of buildings may be built only with the written permission of The Developer. All computations of square footage for determination of the permissibility of erection of a residence shall be exclusive of garages, porches, or terraces. All garages must be attached or architecturally related to the dwelling, and no garage shall provide space for less than two (2) automobiles. Carports may be erected and maintained on Residential Sites in The Subdivision only if approved in writing by The Developer, prior to the commencement of their erection.

4. Animals

No chickens, other fowl, or livestock, shall be kept or harbored on any of the said Residential Sites. No animals shall be kept or maintained on any Residential Site excepting household pets for the 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.

(a) Any dog kept by any Resident on his premises shall be kept either on a leash or in a pen and shall not be allowed to run loose or unattended. In the event that any dog belonging to a Resident is not kept on a leash or in a pen, as above set forth, upon the demand by any owner of a home in The Subdivision, and upon the concurrence in such demand by The Developer or its assign, such dog shall be removed from the premises.

(b) No owner of any premises in The Subdivision shall use, nor shall he permit or suffer any occupant of the premises which he owns, or his or their invitees or guests, to use any B-B guns, firearms, air rifles or pellet guns anywhere other than on his own premises. No owner or occupant of any premises in The Subdivision shall use or permit or suffer his or their invitees or

guests to harm or kill any wild fowl in The Subdivision at any time without prior written permission of The Developer.

5. Sight Distance at Intersections

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between three (3) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (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 tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

6. Easements

(a) Easements for the installation and maintenance of utilities, underground television master antenna line, and underground sewage, water and drainage lines, and surface drainage swales, and are reserved to The Developer, its successors and assigns, as shown on the recorded plat, and also in, on, under and over a strip of land 6 feet in width on each aide of, and along all rear and side lot lines of the lots shown in the recorded plat of the Subdivision. The use of all or a part of any easements may at any time or times hereafter be granted or assigned by The Developer, its successors or assigns, to any person, firm, corporation, governmental unit or agency which furnishes such services or utilities.

No buildings may be constructed or maintained over or on any easements; however after the aforementioned utilities have been installed, planting, fencing, or other lot line improvements shall be allowed, so long as they are not inconsistent with the provisions of Sub-paragraph (b) of this Paragraph 6, and so long as they do not interfere with, obstruct, hinder, or impair the drainage plan of The Subdivision and/or of THE SUBDIVISION, and so long as access be granted, without charge or liability for damages, for the maintenance of the utilities or the underground drainage lines so installed, and/or for the installation of additional facilities.

(b) Private easements for public utilities have been granted and reserved on the plat of The Subdivision. All Residential Sites in The Subdivision are subject to the Easements and the Restriction Agreement between The Developer and the Detroit Edison Company and Michigan Bell Telephone Company, recorded in the Liber 7384, Page 689 thru 693 Oakland County Records.

(c) No Residential Site Owner shall reserve or grant an easement, right-of-way, upon, under, or over his lot for conduits, poles, driveways, pathways, or for any other purpose, without the consent, in writing, of The Developer, or its duly authorized agent.

7. Temporary Structures

Trailers, tents, shacks, barns, or any temporary building of any description whatsoever, are expressly prohibited within The Subdivision, and no temporary residence shall be permitted in unfinished residential buildings. The erection of a temporary storage building for materials and supplies to be used in the construction of a dwelling, and which shall be removed from the premises upon completion of the building, may be allowed with the written consent of The Developer.

8. General Conditions

(a) No lot or Residential Site shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same shall not be kept except in sanitary containers properly concealed from public view. Garbage cans shall not be left at the road for more than twenty-four (24) hours in any one week. A specifically designated area may be temporarily used by designated builders if permission is given them by The Developer for the purpose only of burying allowable building waste in a manner which will not be objectionable to adjacent properties.

(b) No housetrainers, mobile homes, commercial vehicles, boat trailers, boats, snowmobiles, camping vehicles or camping trailers may be placed, kept, and/or parked on or stored on any lot in The Subdivision, unless stored fully enclosed within an attached garage. Commercial vehicles and trucks shall not be parked in The Subdivision, or on any lot therein, except while making normal deliveries or pickups in the normal course of business.

(c) No laundry shall be hung for drying in such a way as to be visible from the street on which the lot fronts, and in the case of corner lots, such laundry shall not be hung so that it will be visible from the streets on which the lot fronts and sides.

(d) No exterior aerials or antenna may be erected, installed, or maintained in said Subdivision without the written approval of The Developer.

(e) The grade of any lot or lots in The Subdivision may not be changed without the written consent of The Developer. This restriction is intended to prevent interference with the master drainage plans for The Subdivision.

(f) All driveways shall be constructed with bituminous asphalt surfacing, unless the use of another type of surfacing shall be specifically approved by The Developer.

(g) No “through the wall” air conditioners may be installed on the front of any building in The Subdivision. The installation of “through the wall” air conditioners on any other walls of any building must be specifically approved in writing by The Developer prior to installation.

(h) No outside compressor for central air conditioning units may be installed and/or maintained on any lot in The Subdivision unless the location on the lot of such compressor is previously approved in writing by The Developer.

(i) No swimming pool may be higher than one (1) foot above the existing lot grade unless specifically approved in writing by The Developer.

(j) No basketball boards or baskets may be installed on the front of any house in The Subdivision or on any other structure situated in front of any such house, unless prior written specific approval thereof is obtained from The Developer.

(k) Sump pumps may not be outletted through underground pipes onto the road right-of-way or an adjacent lot. No impervious channel may be constructed on the surface of the ground whose purpose is to cause the flow from the sump pump to outlet directly onto the road or adjacent property without first assuring reasonable ground percolation.

The purpose of this Paragraph is to cause as much of the sump pump drainage, if any, to percolate into the ground rather than outlet directly onto the road right-of-way or onto a neighboring lot. A Residence on a Residential Site adjacent to a drainage swale on a recorded drainage easement may have the sump pump piped directly to that drainage swale. If there is an underground drain line adjacent to the lot, the sump pump line may be connected directly to that drain line if a connection permit has been obtained from the applicable governmental authority.

9. Sales Agency and/or Business Office

Notwithstanding anything to the contrary herein contained, The Developer and/or any builder or builders which it may designate, may construct and maintain a sales agency and a business office on any Residential Site or Sites in The Subdivision which it or they may select, or may use a model house for such purposes, and The Developer and such designated builder or builders may continue to do so until such time as all of the lots in The Subdivision and in any other subdivision or subdivisions or developments, any boundary line of which is located within a distance of a half mile from any boundary line of The Subdivision and in which The Developer or such other designated builder or builders have an interest, are sold by them.

10. Lease Restrictions

No owners of any of said residential units shall lease and/or sublet less than the whole of any dwelling.

11. Fences

(a) No fence, wall, or solid hedge may be erected, grown or maintained in front of or along the front building line of any Residential Site; provided, however, that with the prior written permission of The Developer a low ornamental fence along the front line of a Residential Site, in architectural harmony with the design of the structure, may be erected, if, in the opinion of The Developer, the same is aesthetically desirable. The side lot line of each corner lot in The Subdivision which face a street shall be deemed to be a second front Residential Site line and shall be subject to the same restrictions as to the erection, growth or maintenance of fences, walls or hedges as is hereinbefore provided for front building lines.

(b) No fence, wall, or solid hedge may be erected, grown or maintained which is more than four (4) feet in height, without the prior written permission of The Developer.

(c) No wire fence shall be permitted on any of the lots in The Subdivision. Permanent fences shall be of such masonry materials as are approved by The Developer, or of wood construction, and the design of all fences must be approved by The Developer, prior to installation.

(d) If a particular condition arises in which fencing beyond the four (4) foot height, or of a material other than those herein specified is desirable, a request for permission to increase the height or to use such other material shall be submitted to The Developer, and it shall

have the right to grant such permission, if, in its opinion, a variance from the provisions of Sub-paragraphs (a), (b) and/or (c) of this Paragraph 11 is desirable.

(e) All portions of the sites lying in front of the building as hereinbefore set forth shall be used for ornamental purposes only.

12. Signs

No sign or billboard shall be placed, erected, or maintained in The Subdivision, except that one sign advertising that the residential unit is for sale or lease, which said sign shall have a surface of not more than five (5) square feet, and the top of which shall be three (3) feet or less above the ground, may be erected and maintained on any of said Residential Sites; provided, however, that such sign shall have been constructed and installed in a professional manner, and its design and color must have previously been approved by The Developer. Such sign shall be kept clean and in good repair during the period of its maintenance on the said Residential Site, and shall in no event be placed and maintained nearer than twenty-five (25) feet from its front line. Such other signs may be erected and maintained as permitted in writing by The Developer, and the provisions of this Paragraph shall not apply to such signs as may be installed or erected on any lot by The Developer, or any builder which it may designate during the construction period, or during such periods as any residence may be used as a model or for display purposes.

13. Mailboxes and Newspaper Holders

The design, material, color and construction of all mailboxes, newspaper holders and their stands must be approved by The Developer prior to their erection. They must also be properly maintained and kept in sightly appearance.

14. Destruction of Building by Fire, etc

Any dwelling or building on any lot in The Subdivision which

may be in whole or in part destroyed by fire, windstorm, or otherwise, must be rebuilt with all reasonable dispatch, and, pending such rebuilding, all debris shall be removed from such lot and property, in order to preserve the sightly condition of The Subdivision.

15. Drainage Ditches

Drainage ditches now located in The Subdivision shall not be drained, filled, altered, changed, dammed or widened without the express written consent of The Developer.

16. Landscaping and Exterior Maintenance

Upon the completion of a Residence in The Subdivision, the owner thereof (and the word “owner”, as used in this connection, is intended to mean the party who purchases a Residence from the builder thereof and each subsequent purchaser) shall cause the Residential Site owned by him, and the road ditch in front or to the curb, if such curb is installed, except such portion thereof used for driveways and walks, to be finish-graded and seeded or sodded and suitably planted as soon after the completion of construction as weather permits. The Residential Site and the drainage ditch, if any, contiguous thereto, or to the curb, if any, shall be kept free of weeds by the owner thereof. All landscaping and lawns shall be well maintained at all times. No trees whose caliber shall exceed two (2”) inches shall be removed from any Residential Site without the prior written consent of The Developer. The exterior of each Residence shall be repainted or restained and renewed as often as necessary to maintain a sightly appearance commensurate with the preservation of values in The Subdivision. Failure of a Residential Site Owner to comply with these provisions shall confer upon the Association the right to do so at the expense of the Residential Site owner, and to charge the same against him and obtain a lien therefore, as provided in the By-Laws of the Association.

16. Parks and Common Areas

The design, color, construction, type of material, of any entranceways, gates, walls, fences, lights, and any other ornamental structures which The Developer has installed or may hereafter install in The Subdivision at its own expense, and the design and materials used in any landscaping installed on or around any of the aforementioned improvements which have been provided by The Developer, and/or on or in any park shall not be changed without the express

prior written consent of The Developer, nor shall any additions be made thereto without its prior written consent. No assignment or transfer of The Developer's rights or powers made pursuant to the provisions of Paragraph 4 of ARTICLE IV hereof shall give any other entity the right to approve such changes or additions, such right being expressly reserved to The Developer, unless it shall expressly and specifically assign and transfer the same. The maintenance of such gates, entranceways, wall, fences, lights and other ornamental structures shall be the responsibility of the Association.

17. Violations

Violation of any restriction or condition or breach of any covenant or agreement herein contained shall give The Developer, its successors and assigns, and each Residential Site Owner, all remedies for enforcement provided by law. In addition, The Developer, its successors or assigns, shall have the right in the event of such Violations to enter upon the land upon which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any structure, building, thing, or condition that may be, or exist contrary to the intent and meaning of the provisions thereof, and The Developer shall not thereby be deemed guilty of any manner of trespass for such entry, abatement, or removal.

18. Severability of Provisions

Invalidation of any of the covenants, conditions, or limitations in this instrument contained, by judgment or court order, shall in no wise affect any of the other covenants, conditions, and limitations which shall remain in full force and effect.

19. Non-Waiver

The failure of The Developer, or the Association to which it may have assigned or transferred its rights and powers hereunder to enforce any of the terms, provisions, covenants and restrictions of this Declaration of Restrictions, shall not constitute a waiver by The Developer, or the Association, of such terms, provisions, covenants and restrictions, and shall not affect or impair the right of The Developer and/or the Association at any time thereafter to enforce the same.

ARTICLE VII
ADDITIONAL EASEMENTS

1. In the event that any portion of a residence or a structure appurtenant thereto constructed on any Residential Site encroaches upon another Residential Site due to shifting, settling, or moving of the building, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists.

2. Bloomfield on the Lake Park Association or its duly authorized agents shall have an easement over and access to each Residential Site in The Subdivision from time to time, during reasonable working hours, upon notice to the owner thereof, as may be necessary for the Association to carry out its right of exterior building and lawn maintenance.

ARTICLE VIII
BINDING EFFECT

The covenants herein contained shall be binding upon the heirs, devisees, legatees, executors, administrators, assigns and successors of the respective parties hereto, and upon all intending purchasers and future owners of Residential Sites in The Subdivision, and shall inure to the benefit of The Developer, its successors and such entities to which it may assign any or all of the rights, privileges and powers hereby reserved and granted to The Developer.

IN WITNESS WHEREOF, SUBURBAN COMMUNITIES, INC., a Michigan corporation, Titleholder, has caused these presents to be executed by its Officers thereunto duly authorized, on the day and year first above written.

STATE OF MICHIGAN)

COUNTY OF OAKLAND) ss.
)

On this 7th day of February, 1979, before me, a Notary Public in and for said county, personally appeared Herman Frankel, to me personally known, who being by me duly sworn, did say that he is the President of SUBURBAN COMMUNITIES, INC., a Michigan Corporation, the Corporation named in and which executed the within instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said Corporation; and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors; and said HERMAN FRANKEL acknowledged said instrument to be the free act and deed of said Corporation.

Jane Yanitz
Notary Public, Oakland County, Michigan
My commission expires: 8/23/81