

Westwood Estates Subdivision By-Laws

Declaration of Restrictions, as recorded in Liber 4464, pages 727 to 733 for Westwood Estates Subdivision 1, and Liber 4630, pages 22 to 27 for Westwood Estates Subdivision 2, in Oakland County, Michigan.

DECLARATION

The undersigned, for themselves, their respective heirs, representatives, 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 Lots 1 – 66 inclusive of Westwood Estates Subdivision 1 recorded August 6, 1963, Liber 108, pages 31 and 32, and lots 67 – 92 inclusive of Westwood Estates Subdivision 2 recorded August 28, 1964, Liber 111 pages 37 and 38, so 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, and contracts for the sale of said lots and run with the land, and be operative up to and until April 1, 1988, at which time the aforesaid conditions, restrictions, covenants, agreements and easements shall be automatically extended for successive periods of ten (10) years each, unless, by an instrument signed by a majority of the then Owners of the lots, it is agreed to change the within conditions, restrictions, covenants, conditions 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 Coleman & Moss Land Company, its successors or assigns.

RESIDENTIAL LOTS

Lots in the subdivision shall be used for single family residential purposes only, and not more than one (1) such residence and one (1) garage shall be placed on each lot. Garages shall contain space for at least two (2) cars. All garages shall conform to the same architectural design of the residence and shall be a part thereof.

FRONT BUILDING LINE

No dwelling shall be located less than forty (40) feet from the front lot line, nor shall be located less than twenty (20) feet from any side street line. All lots shall be not less than fifteen (15) feet from any side lot line, with total side yards of thirty-five feet (35). Projections forming part of the body of the house are to be construed as part of the house and must be set within such established front building line, providing the steps, front porches, uncovered terraces, balconies and overhangs are not to be construed as part of the house for the purpose of the front building line.

MINIMUM FLOOR SPACE

The minimum floor space for a one floor house shall be 1600 square feet with at least 600 square feet of basement, 2000 square feet for one and one-half and two story homes with at least 600 square feet of basement; 2000 square feet for tri-levels.

LOT SIZE

All lots must contain 13000 square feet or more and no lot shall be reduced in size by any method whatsoever so as to circumvent the regulations herein. Lots may be enlarged by consolidation with any part of an adjoining lot or lots under one Ownership. In the event that one or more lots are developed as a single unit, all restrictions herein contained shall apply as to a single lot.

TREES AND SOIL

No trees over 8' in diameter 18' above ground shall be removed or cut nor shall surface soil be dug or removed from any lot without the prior consent of the Architectural Committee, hereinafter named. All fences, including ornamental fences, must be approved in writing by the said Architectural Committee, and must conform to any and all regulations of the local authorities.

EASEMENTS

Easements for installation and maintenance of utilities are reserved and set forth in the recorded Plat of the subdivision above described. After such utilities have been installed, planting, fencing, or other lot line

improvements shall be allowed so long as access, without charges or liability for damages be granted for the maintenance of utilities or drainage so installed or for the installation of additional utilities.

NUISANCES

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. No vehicle may be kept on premises outside of garage over night. Ham Radio Antennae are specifically prohibited. Swimming pools and buildings in conjunction therewith must be enclosed by a fence and approved by the Architectural Committee, and must conform to any and all regulations of local and state authorities.

TEMPORARY STRUCTURES

Trailers, tents, shacks, barns or any temporary building of any design whatsoever are expressly prohibited within this subdivision and no temporary residence shall be permitted in unfinished residential buildings. This shall not prevent the erection of a temporary storage building for materials and supplies to be used in the construction of a dwelling and which will be removed from the premises on completion of the building. (Real Estate Sales Offices are not included).

SIGNS

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than six (6) square feet advertising the property for sale or rent, or signs used by a builder or architect to identify the property during the construction and sales period. Such signs as are allowed must be maintained in good condition at all times and must be removed on the termination of their use. Developers may have promotional signs of any size while property is under development.

LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that cats, dogs or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purpose.

REFUSE

No lot shall be used or maintained as a dumping ground for rubbish. Trash or other waste shall not be kept except in sanitary containers properly concealed from public view. No outside incinerator shall be maintained or used.

GENERAL CONDITIONS

(a) No trailers or commercial vehicles other than those present on business, may be parked in the subdivision; (b) No laundry shall be hung for drying in such a way as to be readily visible from the street on which lots front; (c) All houses shall be equipped with electric or gas-fired garbage disposal units.

RAPID COMPLETION

The erection of any new building or repair of any building damaged by fire or otherwise shall be completed as rapidly as possible and should the owner leave such building in an incomplete condition for a period of more than six (6) months, then the Architectural Committee, or their authorized representatives, are authorized and empowered to tear down and clear from the premises the uncompleted portion of such structure, or to complete the same at their discretion, and in either event, the expense incurred shall be charged against the owner's interest therein, and shall be a lien upon the lands and premises.

OLD BUILDINGS

No old homes or buildings may be moved onto any lot or lots in this subdivision.

MATERIALS NOT PERMITTED

The following materials shall not be used in the finished exterior of any building on the restricted premises: stucco, log construction, concrete block or cinder block, or any material which the Architectural Committee may consider unsuitable for the use proposed.

ROOFS

The following type of roofs shall not be used on any building on the restricted premises: Flat or deal level, shed, butterfly or wing, or conventional roofs with less than 3/12 pitch or more than 12/12 pitch.

PLAN APPROVAL

The Architectural Committee shall have the authority to approve or disapprove plans and specifications and otherwise guide the development of the subdivision as planned and restricted herein.

- (a) No building, fence, wall or other structure or construction, grading, land clearing or work of any nature whatsoever, shall be commenced, erected or maintained on any lot nor shall any addition to or changes or alterations, until the plans and specifications shall have been submitted in triplicate and approved in writing by the Architectural Committee, and a copy thereof as finally approved, lodged permanently with said Architectural Committee.
- (b) The Architectural Committee shall have the right to refuse to approve any such plans and specifications or grading plans which are not suitable or desirable in their opinion for aesthetic or other reasons and which do not comply in every respect with restrictions. In so passing upon such plans, specifications and grading plans, they shall have the right to take into consideration suitability of the proposed buildings or other structure to be built on the site; they must harmonize with the surroundings and the effect on the building or other structure as planned on the outlook from adjacent or neighboring property.
- (c) Any change in construction after approval of original plans, whether made during construction or years later, and any later additions to a residence must be approved in writing by the Architectural Committee before work is commenced. Procedure for obtaining such approval is exactly the same as for the original plans, and the applicable restrictions and these restrictions must be complied with in full.
- (d) It is understood that the purpose is to cause the subdivision to develop into a beautiful, harmonious residential section.
- (e) The Architectural Committee may, in the exercise of their discretion as indicated above, permit the erection of such appurtenances as, for example, swimming pools, cabanas, greenhouse or tennis courts.

All changes in grade of lots, whether made during construction or any other time, must be approved in writing by the Architectural Committee. The procedure is the same as herein outlined, provided they are contained within the established building lines. Approval expires after six (6) months, unless construction has begun and prosecuted with reasonable diligence.

CONSTRUCTION CLEAN-UP

All unused building materials and temporary construction shall be removed from the subdivision within ten (10) days after substantial completion of the construction. The portion of the surface of the earth which is disturbed by excavation and other construction work shall be finish-graded and seeded or covered with other landscaping as soon as the construction work and weather permits. No storage of material and equipment on any lot will be permitted prior to two weeks of actual construction.

ABATEMENT OF VIOLATIONS

Violations of any condition or restriction or breach of any covenant herein contained, shall give the Architectural Committee, in addition to all other remedies, the right but not the obligation 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 or other violation that may be or exist thereon contrary to the intent and provisions hereof, and the Architectural Committee shall not thereby become liable in any manner for trespass, abatement or removal.

ARCHITECTURAL COMMITTEE

The Architectural Committee hereinbefore referred to shall consist of: Richard A. Coleman. Any submission of plans, specifications, drawings and other matters relating to the construction of homes in said subdivision and/or any other matters required to be approved by said Committee as provided for herein, shall be submitted to the said Committee at the office of Coleman and Moss Land Company, 4670 Brafferton Drive, Bloomfield Hills, Michigan, or at such other address that it may hereafter be located at. Any vacancy in said Architectural Committee brought about through resignation, death or incapacity to serve shall be immediately filled by the unanimous vote of Coleman and Moss Land Company.

ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any restrictions, either to restrain violations or to recover damages, or by any other complaint action or remedy permitted by law. The institution of any action shall not constitute a waiver or preclude or bar any other remedy or right of action.

SEVERABILITY

In the event any part or provision of the restrictions contained herein shall be held ineffective or invalid for any reason, by waiver, judgment, decree or other court order or otherwise, all other parts and provisions of these restrictions shall nevertheless continue to remain in full force and effect.

The provisions of the local zoning ordinance and public health laws, ordinances and regulations, shall also apply to the restricted premises. These requirements must be complied with in addition to the with restrictions. Compliance with the requirements of one is not necessarily compliance with all.

The terms, covenants and conditions hereof shall remain in full force and effect and be binding upon the undersigned, their respective heirs, representatives, successors and assigns, and all present and future owners of lots in said Westwood Estates Subdivision as is more particularly set forth above.