

Robert J. Rucci and  
Margaret J. Rucci, his wife et al

as to

MILLER ESTATES SUBDIVISION  
MILLER ESTATES SUBDIVISION #1  
MILLER ESTATES SUBDIVISION #2  
MILLER ESTATES SUBDIVISION #3

Restriction Agreement  
Dated June 12, 1956  
Acknowledged June 12, 14, 1956  
Recorded November 8, 1956  
Liber 3615, Pages 116-119

WHEREAS, the undersigned are owners in fee and/or land contract vendees of lots situated in Miller Estates Subdivision, according to plat recorded in Liber 63, Page 5 of Plats, Oakland County Records; Miller Estates Subdivision No. 1, according to plat recorded in Liber 65, Page 15 of Plats, Oakland County Records; Miller Estates Subdivision No. 2, according to plat recorded in Liber 68, Page 12 of Plats, Oakland County Records; and Miller Estates Subdivision No. 3, according to plat recorded in Liber 74, Page 26 of Plats, Oakland County Records, all in the Township of Bloomfield, Oakland County, Michigan, and

WHEREAS, it is the intention and purposes of the undersigned to subject the property owned by them to certain building and use restrictions, covenants, conditions, obligations, reservations, rights, powers and charges, as hereinafter set forth, and

WHEREAS, the power to enforce certain of the said building and use restrictions, covenants, conditions, obligations, reservations, rights, powers and charges, and to grant certain exceptions thereto, is to reside in North Hills Improvement Association, a non-profit corporation organized under the laws of the State of Michigan, hereinafter referred to as the "Association", whose members are owners of property in the aforementioned subdivisions.

NOW THEREFORE, for a valuable consideration and in consideration of the agreements of the others and of the plan and purpose of said subdivision and to the end that said subdivision may be restricted in its use by the parties so that said subdivision will be maintained as a residential community of the highest type, and in order to make said building and use restrictions, covenants, conditions, obligations, reservations, rights, powers and charges, binding and of full force and effect on all of the lots owned by the undersigned hereby certify and declare that all of the lots owned by them are, and that each of the lots in said subdivision, if and when conveyed, shall be conveyed subject to and charged with all of the building and use restrictions, covenants, conditions, obligations, reservations, rights, powers and charges hereinafter set forth in this instrument, and that the recording of this instrument in the office of the Register of Deeds for Oakland County, Michigan, shall be notice to all purchasers of said premises.

1. No residential building shall be erected, altered, placed or permitted to remain on any lot other than one single front entrance single family private dwelling, except as herein otherwise provided.
2. No structure shall be located less than forty (40) feet from the front lot line, less than sixteen (16) feet from a side lot line, nor less than twenty (20) feet from the rear lot line. On any lot having a curved front lot line, no structure shall be located less than forty (40) feet from the middle point of the front lot line.
3. No building shall be moved onto any lot. No advertising signs, banners, posters, billboards, or the like, shall be erected or displayed on any lot or building other than one

sign of not more than five (5) square feet advertising the property for sale or rent, which must be maintained in good condition at all times and must be removed on termination of its use.

4. No temporary building of any kind shall be erected on any lot without the written consent of the Board of Trustees of the Association.
5. The grade line of any lot and the building or buildings thereon shall conform to the general contour of the land and shall, in cases of lots of like level, conform to the grade line first established.
6. Bay windows, chimneys, and all roofed, railed, closed or screened porches and other projections, except steps and open porch platforms of reasonable size, shall be construed as part of the residence building and shall be set within the building lines as herein established.
7. No fence shall be erected in front of the front building line. Fences erected on the rear or side lot lines shall be not more than 3 and one-half (3 ½) feet in height and shall not be constructed of plain boards, but shall be of such character as to permit a clear, unobstructed view. Latticed fences or the like, or ornamental fences of brick, stone, iron, iron and wire, or other combinations thereof, shall not exceed three (3) feet in height. The planting of ornamental trees or shrubbery will be permitted along side lot lines and on all portions of lots, but nothing shall be planted or placed in front of the front building line other than trees or shrubbery, or the like, of such character as not to obstruct the view. All swimming pools must have a fence enclosing them not less than three and one-half (3 ½) feet and not more than four (4) feet in height.
8. All residence buildings and additions thereto, erected, changed, altered, or maintained upon any lot or lots shall be of brick veneer, stone, cinder block, or stucco and wood beam construction, or combinations of the same.
9. All garbage and other refuse shall be properly disposed of and no receptacle containing same shall remain exposed on any lot.
10. 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 for the private, non-commercial use of the owner or occupant may be kept.
11. No structure, other than fences permitted under paragraph 7 herein, shall be commenced, erected or maintained on any lot, nor shall any addition to or change or alteration therein be made, except interior alterations, until the plans and specifications showing the nature, kind, shape, height, materials, color scheme, location on lot and approximate cost of such structure and the grading plan on the lot, including grade elevations of buildings to be built upon the lot, shall have been submitted to and approved by the Board of Trustees of the Association, and a copy thereof as finally approved delivered to said Board of Trustees. The said Board of Trustees shall have the right to refuse to approve any such plans, specification locations or grading plans which, in its opinion, are not suitable or desirable, or which do not conform to these restrictions, or which do not conform to the

general plan of development of these subdivisions. The Board of Trustees shall not be unreasonable, capricious or arbitrary in the exercise of the discretions herein reserved.

12. 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. Failure to enforce any of the covenants herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach occurring prior or subsequent thereto.
13. No lot shall be reduced in size by any method whatsoever without the prior written consent of the Board of Trustees of the Association. Lots may be enlarged by consolidation with one or more adjoining lots under one ownership; In the event one or more lots are developed as a unit, all restrictions herein contained shall apply as to a single lot. In any event, no dwelling shall be erected, altered, placed or permitted to remain on any site smaller than one lot as shown on the recorded plats of the subdivisions herein before referred to.
14. These covenants shall run with the land and shall be binding upon all parties hereto, their heirs and assigns, and all parties claiming under them until December 31, 1975, and shall automatically be continued thereafter for successive periods of five (5) years each provided, however, that the owners of the free simple title of not less than two-thirds (2/3) of the lots in the said subdivision may release all or any part of said lots from all or any portion of these restrictions at the end of the said twenty year period, or of any said successive five year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and recording the same in the office of the Registrar of Deeds for Oakland County, Michigan, at least two years prior to the expiration of said twenty year period, or of any said successive five year period.
15. This agreement may be executed in counterpart and such executed counterparts shall be deemed to be duplicate originals of this Agreement.
16. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other covenants, and such other covenants shall remain in full force and effect.