



BRIARCLIFF HOMEOWNERS  
ASSOCIATION

DEED  
RESTRICTIONS AND  
COVENANTS

**BRIARCLIFF HOMEOWNERS ASSOCIATION  
DEED RESTRICTIONS, COVENANTS, USE  
CONDITIONS, AGREEMENTS AND EASEMENTS**

Franklin Construction Company, a Michigan Corporation  
as to

FRANKLIN KNOLLS SUBDIVISION NO. 3

DECLARATION OF RESTRICTIONS

Dated June 21, 1954, Acknowledged June 21, 1954,

Recorded June 25, 1954, Liber 3159, Page 523

WHEREAS, the undersigned, FRANKLIN CONSTRUCTION COMPANY, a Michigan Corporation, is the owner of property situated in the Township of West Bloomfield, Oakland County, Michigan, described as follows:

Lots 162 through 354 inclusive of FRANKLIN KNOLLS SUBDIVISION NO. 3,  
part of Southeast one-quarter of Section 35, Town 2 North, Range 9 East, West  
Bloomfield, Township, Oakland County, Michigan.

WHEREAS, the undersigned owner is desirous of imposing certain building and use conditions, restrictions, covenants, agreements and easements upon above described property so as to preserve the value thereof in manner and form and for the period of time as hereinafter set forth:

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the undersigned, its successors and assigns, it does hereby declare:

DECLARATION

1. The undersigned, for itself, its successors and assigns, does here publish and declare and make known to all intending purchasers and future owners of the various lots comprising said above described Subdivision, to 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 the said Subdivision and which shall be incorporated by reference in all deeds of conveyance of and contracts for the sale of said lots and shall run with the land and be operative up to and until January 1, 2004, at which time the aforesaid conditions, restrictions, covenants, agreements and easements shall be automatically extended for successive period 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 approval of not less than 80% of the owners of the lots in said above described Subdivision.

## USE OF PROPERTY

2.A. Outlot "A" of the abovementioned Subdivision may be used for the construction, operation, and maintenance of a water system thereon which may supply water to all of the lots in said Subdivision and to property neighboring, adjoining, adjacent and/or contiguous thereto. Said Outlot "A" may also be used as a private park, subject to easement of Panhandle Eastern Pipeline company,

B. Lots 162 through 354, inclusive, shall be used for residence purpose only.

## BUILDING LINES

3. No residence shall be erected, altered, placed or permitted to remain on any of Lots 162 through 354, inclusive, closer to the front or side property lines thereof than as hereinafter is set forth, to wit:

A. Front building line NOT closer than 35 feet from the front lot line and NOT closer than 25 feet from the side street line.

B. Side building line NOT closer than 5 feet from the side lot line distance between dwellings in no case to less than 12 feet.

## CHARACTER OF BUILDINGS

4.A. No building shall be erected on any of said Lots 162 through 354, inclusive, except a single private dwelling to be occupied by not more than family for residence purposes only, with the necessary outbuildings, appurtenances thereto.

B. Garages or carports must be attached to each dwelling, and the same shall be used only for the purpose of housing automobiles.

C. No owner of any said Lots 162 through 354, inclusive, shall lease and/or sublet less than whole of any dwelling.

D. Temporary structures shall not be permitted on any Lot or Lots in said Subdivision without the written consent of the Franklin Hills Construction Company.

E. No stable may be erected on any of the lots in said Subdivision.

F. All dwellings erected on Lots 162 through 354, inclusive, shall contain a minimum of 1300 square feet of living area. Garages, carports, breezeways, and/or basements are not to be included in the determination of computation of living area.

G. All buildings shall be finished with masonry veneer or a combination of masonry veneer and other finish materials equivalent in durability and architectural appeal to wood siding. Not

less than 30% of the exterior surface shall be faced with masonry veneer unless authorized in writing by Franklin Hills Construction Company, through its authorized representatives.

#### ANIMALS

5. No animals shall be permitted to be kept or maintained on any lot in said Subdivision excepting, however, that cats or dogs as household pets may be maintained and kept in the residence of the owner of any such lots.

#### EASEMENTS AND ROADWAYS

6. The easements and roadways as set forth in the recorded plat of the above described Subdivision are incorporated herein by reference and made part thereof.

#### SEWERAGE

7. All sewage shall be disposed of by septic tank or other sanitary methods approved by the Michigan Department of Health or by such public body as may succeed to its duties and functions.

No well shall be dug, installed or constructed on any of the lots in above described Subdivision except with the written approval of Franklin Construction Company through its duly authorized representatives.

#### FENCES AND HEDGES

8. No fence, wall or solid hedge may be erected, grown or maintained in front of or along the front building line of any Lot, nor shall any fence or wall be erected on or between the side lines of any Lot be more than 4 feet in height or extended forward and beyond the front building line. No solid fence may be erected anywhere else in said Subdivision. No wire fences shall be permitted on any of the lots in the Subdivision. Permitted fences shall be of wood construction, such as split rail, picket, stake and rider or pole and rail type.

#### FRONT YARDS

9. All portions of the lots lying in front of the building line as hereinbefore set forth shall be used for ornamental purposes only.

#### SIGNS

10. No signs of any character or description may be erected or placed on any part of any lot in above named Subdivision without the written consent of Franklin Hills Construction Company.

#### GARBAGE AND REFUSE

11. Refuse, ashes, garbage and debris of any kind or nature shall be cared for in such a manner as not to be offensive to neighboring property owners.

#### SIGHT DISTANCING AT INTERSECTIONS

12. No fence, wall, hedge or shrub planting which obstructs sight line at elevations between 2 and 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 25 feet from the intersection of the street lines, or in the case of a rounded property from the intersection of the street property lines extended. The safe sight-line limitations shall apply on any lot within 10 feet from the intersection of street property line with the edge of a driveway or allied pavement. No tree shall be permitted to remain within such distances of said intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such lines.

13. No ingress or egress shall be permitted over rears of lots backing to 14 Mile Road and Middlebelt Road.

#### DESTRUCTION OF BUILDING BY FIRE, ETC.

14. Any dwelling or building on any lot in the within Subdivision which may in whole or in part be destroyed by fire, sandstorm 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 sight condition of the Subdivision.

#### CREEKS AND DRAINAGE DITCHES

15. Natural creeks and/or drainage ditches now located in said Subdivision shall not be drained, filtered, altered, changed, dammed or widened without the express written consent form the Franklin Construction Company.

#### SEVERABILITY OF PROVISIONS

16. Invalidation of any of the covenants, conditions, or limitations in the instrument contained, by judgment or Court order, shall in nowise affect any of the other covenants, conditions and limitations which shall remain in full force and effect.

#### ENFORCEMENT OF RESTRICTIONS

17. If any person shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any other person or persons either to prevent them from doing so or to recover damage or other dues for such violation.

Signed and acknowledged by  
Lester Taubman, Treasurer  
And  
Leslie R. Schmier, Secretary

Executed by authority of its Board of Directors.

FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS

Dated June 21, 1954, Acknowledged June 21, 1954,  
Recorded June 25, 1954, Liber 3159, page 523  
as executed by the Franklin Construction Co., Inc.  
A Michigan Corporation, as to

FRANKLIN KNOLLS SUBDIVISION NO. 3

WHEREAS, the undersigned, FRANKLIN CONSTRUCTION CO., INC., a Michigan Corporation, was the owner of property situated in the Township of West Bloomfield, Oakland County, Michigan, described as follows:

Lots 162 through 354, inclusive, of FRANKLIN KNOLLS SUBDIVISION NO. 3, part of Southeast one-quarter of Section 35, Town 2 North, Range 9 East, West Bloomfield Township, Oakland County, Michigan.

WHEREAS, the undersigned owner placed certain building and use conditions, restrictions, covenants, agreements and easements upon the above described property so as to preserve the value thereof.

WHEREAS, the undersigned owner is desirous of imposing certain additional conditions upon the following described property in FRANKLIN KNOLLS SUBDIVISION NO. 3, which it still holds title to:

Out-Lot "A" of "Franklin Knolls No. 3" part of the southeast one-quarter of Section 35, Town 2 North, Range 9 East, as recorded in Liber 74, pages 18 and 19 of Plats, Oakland County Records.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the undersigned, its successors and assigns, it does hereby make the following amendments in the Declaration of Restrictions aforementioned:

Item 2 of the original Declaration of Restrictions shall be amended to read as follows:

USE OF PROPERTY

2.A. Outlot "A" of the abovementioned Subdivision may be used for the construction, operation, and maintenance of a water system thereon which may supply water to all of the lots in said Subdivision and to property neighboring, adjoining, adjacent and/or contiguous thereto. Said Outlot "A" may also be used as a private park, subject to easement of Panhandle Eastern Pipeline Company.

In addition to the use of Outlot "A" as above described, the undersigned do hereby grant to the residents of Franklin Knolls Subdivision No 3 the right to use said outlot "A" for recreational purposes, but under the direction and control of the undersigned or the Briarcliff Knolls Homeowners Association, a Michigan non-profit corporation, its successors and assigns.

