

Declaration of Restrictions

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being the owners of the several lots indicated opposite their respective signatures annexed to this instrument, being lots located in:

Hannan's Dearborn Hills Subdivision No. 1 of part of Section 20 and part of West 1/2 of Fractional Section 21, T. 2 S., R. 10 E., Dearborn Township, Wayne County, Michigan, according to the plat thereof as recorded in Liber 42 of Plats on Page 2 Wayne County Records, or any replat thereof.

Hannan's Dearborn Hills Subdivision NO. 4 of part of the East 1/2 of Section 20, T. 2. S., R. 10 E., Dearborn Township, Wayne County, Michigan, according to the plat thereof as recorded in Liber 47 of Plats on Page 73, Wayne County Records, or any replat thereof,

do hereby declare that the following restrictions constitute a general plan for the development of said subdivisions, and that said subdivisions and all future conveyances of portions thereof shall be subject thereto. Such restrictions shall run with the land and be effective until December 31, 2049, and may be extended for additional periods thereafter in each case by recording, prior to said date or to the expiration of any extension, an agreement to that effect signed by the owners of at least 65% of the area of the land in said subdivisions.

ARTICLE 1. PREPARATION AND EXECUTION

All of the undersigned parties specifically agree that this declaration of restrictions may be prepared and executed in several counterparts and that the restrictions so prepared and executed shall be deemed to be one and the same restrictions and have the same force and effect as if every subscriber and executed one and the same agreement.

ARTICILE II. GENERAL

No building shall be erected, placed or altered on any building lot or parcel in said subdivisions until the building plans, specifications, and plot plan showing the location of such building have been approved in writing by the Dearborn Hills Civic Association or by a representative designated by said Association for conformity and harmony of external design with existing structures in said subdivisions and with the hereinafter mentioned restrictive covenants; and as to location of the building with respect to property and building set-back lines as hereinafter set forth. If the aforesaid Association or its designated representative fails to approve or disapprove such design and location within 30 days after the plans have been submitted to said Association or its designated representative, or if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required.

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ARTICLE III. BUILDING LINE

The building line of all lots on all streets in said subdivision, shall be twenty-five (25) feet from the front of street line of the lot.

Projections forming a part of the residence shall be considered as part of the residence, and shall be constructed within the building line. Bay windows, vestibules, sun parlors, enclosed porches, and other attached and enclosed structures and projections shall be considered as part of the residence, and shall be constructed within the building line. Steps and open porches shall not be construed as part of the residence. vestibules shall not be construed as part of an open porch, but shall be considered as an enclosed projection to be constructed within the building line.

ARTICLE IV. GRADE

The grade line of all residence buildings constructed on any of the streets in said subdivision shall be substantially not more, nor less, than twenty (20) inches above the established sidewalk grade opposite said premises, and a variation of more than two (2) inches from such grade line shall be considered a substantial variation. The grade line of all driveways shall conform at all points to the grade line of the residence and premises, and shall in no case be at an elevation greater than the grade line of residence buildings.

ARTICLE V. RESIDENTIAL AREA

All of the lots in said subdivisions shall be known and described as residential lots. In the residential area no building shall be erected on any piece of land which is not one entire residential lot as platted, or one entire residential lot as platted together with contiguous portions of adjacent residential lots. Where parcels of land have been enlarged by consolidation of one lot and contiguous portions of adjacent residential lots under a single ownership, all restrictions herein contained would apply in the same manner as to the one entire residential lot as platted.

ARTICLE VI. CHARACTER AND VALUE OF BUILDINGS

No structure shall be erected on any parcel as hereinbefore defined other than one single detached dwelling for the accommodation of one private family and a garage to accommodate private passenger automobiles only for the use of the family residing in such dwelling, and such parcels shall be used only for private dwelling purposes.

All residence buildings constructed on lots facing Rockford Avenue and on all lots on streets south of Rockford Avenue and north of the river bed shall cost not less than \$7,000.00 (computed on the basis of the building costs effective January 1921 as compiled by the Detroit Real Estate Board).

All residence buildings constructed on lots facing Marshall Avenue, and on all streets south of Marshall Avenue excepting however lots facing Rockford Avenue and South thereof, shall cost not less than \$6,000.00 (computed on the basis of the building costs effective January 1, 1921 as compiled by the Detroit Real Estate Board).

All residence buildings constructed on lots north of Marshall Avenue, excepting however lots facing Marshall Avenue, shall cost not less than \$5,000.00, (computed on the basis of the building costs effective January 1, 1921 as compiled by the Detroit Real Estate Board).

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All residence buildings shall have full brick, stone or cement basements for foundations. No residence building shall be constructed with a flat roof, and in no case shall a temporary residence structure, not complying with the within restrictions be erected. All buildings constructed on Fairmount Drive and Highland Drive, Trenton Terrace, Elmwood Court, Claremont Drive and Telegraph Road north of the river must be at least two full stories in their entirety in height. All buildings shall be constructed of stone, brick or stucco exterior. A wooden exterior may be used providing same has been approved in detail in writing by the Dearborn Hills Civic Association or its designated representative as provided for in Article II hereof. No used materials shall be employed in the construction of any building within the approval of the Dearborn Hills Civic Association or its designated representative given as provided in Article II hereof. Where part or all of the exterior walls are of brick the variety of brick used shall be uniform throughout.

The grade line of any lot or divided part thereof and the building thereon shall conform to the general contour of the land.

No livestock other than household pets shall be kept by any owner, lessee, or purchaser of any residence.

The construction of all buildings started in said subdivisions shall be carried forward to completion with reasonable promptness. In the event that any building in said subdivisions is damaged or destroyed by fire or other casualty, the said building shall either be repaired or removed within a period of four (4) months after such occurrence.

ARTICLE VII. GARAGES FOR RESIDENCE LOTS

There may be erected and maintained at the rear of each lot one (1) detached garage only, the same to conform in design and construction with the residence building.

A garage may be attached to a residence provided that such attached garage is set back from the street on which the residence faces, a minimum of 10 feet farther than the front wall line of the residence to which it is attached; and further provided that such attached garage must be at least 10 feet from the nearest adjoining side lot line.

No garage, except that when the same is a part of residence building shall be built until the residence or building on the same lot is two-thirds (2/3) completed. All garages which may be erected on corner lots shall be at a distance of not less than 15 feet from the side street line.

No commercial vehicle or trailer shall be kept parked or stored in any such garage, private driveway, lot or streets of the subdivision.

ARTICLE VIII. TEMPORARY BUILDINGS

Any temporary buildings as required for use of contractors or builders during the construction of any building must be removed upon completion of such building.

ARTICLE IX. FRONT YARD

All portions of lots referred to in these restrictions lying in front of the building line, as hereinbefore set forth, shall be used only for ornamental purposes, and nothing shall be planted therein other than trees and shrubs of such a character as not to obstruct the view.

ARTICLE X. FENCES

No fence shall be constructed in front of the building line as hereinbefore set forth. Fences in the rear or back of the building line on all lots shall be ornamental, not more than four (4) feet high, not constructed of solid board, and of such a character as not to obstruct the view.

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ARTICLE XI. SIGNS

No signs, posters, billboards, or other advertising devices or symbols of any kind or nature whatsoever shall be erected or displayed on any lots in said subdivisions, or on any building or buildings therein, without the written consent of the Dearborn Hills Civic Association, or its designated representative as provided for in Article II hereof.

ARTICLE XII. EFFECT OF VIOLATION

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivisions to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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