

STATEMENT OF RESTRICTION ON LOTS IN THE PLAT OF WOODLAN LAKE ESTAS No.1, a Part of the Southwest Fractional Quarter of section 18 and a part of the Northwest Fractional Quarter of section 19, in Township 2 North of Range 6 East, Brighton Township, Livingston county, Michigan.

KNOWN ALL MEN BY THESE PRESENTS, That we, George Almashy, David Richard and Wallace F. Meyer, being severally duly sworn, each for himself, deposes and says: That said George Almashy is President and said David Richards is Secretary of the Woodland Lake Development Company, a Michigan corporation, and are authorized and empowered by said corporation to make this affidavit, that said Wallace F. Meyer is the owner of the lands and lots in said Plat of Woodland Lake Estates No.1 referred to in the caption hereof, that said Wallace F. Meyer has heretofore sold on land contract all the lands in said plat and now owns the vendor's interest therein, and said corporation, by duly executed assignment, now owns the vendees' contract interest therein.

Said restrictions hereinafter designated shall attach to and be a part of each and every conveyance or contract for the conveyance of a lot or lots in said subdivision the same as if expressly written therein and this statement is made and recorded for the purpose of avoiding the necessity for such restrictions to be set forth in detail in such instruments and so that the same result may be obtained by reference to the Liber and page number of this Statement.

The said land above described is a subdivision platted into lots for lake resort purposes and said proprietors have concluded and do conclude that it will be beneficial to the entire plat and all lots therein and the value thereof and to the owners thereof if restrictions are imposed upon and attached to the entire subdivision and all lots therein. Therefore, we, the owners, hereby declare that any and all lots or parcels sold in said plat shall have attached thereto, either specifically or by reference hereto, and as a condition of the sale or purchase thereof, restrictions as follows:

#### RESTRICTIONS ON BUILDINGS

1. No dwellings shall be erected with any first-floor ceiling of less than 7.5 feet in height or area of less than 500 square feet on the first floor. There shall be no window area of less than that provided for by the codes or statutes relating thereto. Foundations shall be of building cement blocks, concrete or brick.
2. All dwellings except where the lots are less than 100 feet in depth shall be built on a line 25 feet from the front lot line and shall be built not nearer than four feet to the north side line; and no porch shall extend out more than 10 feet from the front of the building.
3. No outside toilet or vault shall be installed and no drain or sewer shall be constructed on any lot or lots except that the same shall be connected

- with a Septic Tank, and that such Septic Tank shall be in size, capacity and in conformity with the requirements of the Michigan Department of Health.
4. Not more than one private garage housing not more than two motor vehicles for the sole use of the occupant of the dwelling unit on such lot shall be erected, and such garage shall be built and attached to the dwelling unit as a part thereof and of like construction as the building and built according to the plans and specification submitted theretofore, and that said garage shall not be completed prior to the erection of the dwelling unit on such lot. Servant's quarters, however, may be erected over such garages and occupied by domestic employees of the occupants of such dwelling. (We have over 20 detached garages)
  5. No dwelling, structure, addition or alteration shall be made on any lot or lots, unless plans and specifications relating thereto shall be submitted to the party of the first part of its duly authorized agents, or its trustees, for its approval and be approved by it or them, and such plans and specifications shall also specify the grade plan of the lot or lots upon which such work is intended. One copy of the plans, drawings, specifications and grade plan shall remain permanently in the files and records of the said party of the first part, its agents or trustees in charge thereof.

#### GENERAL RESTRICTIONS

1. That all of the lots on said plat, except all of that section hereinafter referred to as the recreation center, and any subsequent reservations likewise made, shall be used for private dwelling purposes only. This restriction shall not apply to the erection of community buildings for the use of the members.
2. That each private dwelling is to be planned, designed and erected for occupancy by a single private family and shall have its front facing the lake; and the same shall not be occupied by others than members of the Caucasian race nor shall the same be used by others than members of the Caucasian race.
3. That not more than one private dwelling shall be erected on any one of said lots and no lot shall hereafter be sold impart or with less than the number of feet as shown on the plat hereof.
4. No other buildings or structures, sign board advertising, symbol or device of any nature or character whatever shall be placed or erected on said lots except with the written permission of the grantor, party of the first part herein referred to.
5. No building, house trailer, or other structure, temporary or otherwise, shall be used for dwelling purposes previous to the erection and completion of the dwelling house on any such lot.
6. All buildings and constructions upon erection shall be painted or stained every three years by the owners thereof if the material used to be other than brick.

7. No sewage, drainage or waste matter of any nature whatsoever shall be dumped, thrown, or placed in any outlet, estuaries, lagoons, canals, coves, bays, or other waters in any way connected with any outlet as now shown or that may be later shown as part of the plat of the development of said plat or any extension or enlargement thereof.
8. No garbage, refuse, littering, or otherwise objectionable, unsightly matters or substances shall be allowed to remain on any of the premises and the same shall be disposed of as soon as possible. In event such garbage or other refuse shall accumulate thereon, the owners shall be liable to the grantors, their duly authorized agents or trustees for the cost of the removal thereof. Each dwelling or community house hereafter erected shall contain an incinerator.
9. No poultry, fowl, livestock or other animals of any kind or nature shall be bought or kept or harbored in any manner whatsoever on said premises.
10. No docks, gangways, steps, landings or other constructions of any nature or character whatsoever shall be built or erected on the shore or edge of or into, over, or upon any outlet, or any of the estuaries, coves, lagoons, bays, arms or other waters in any way connected with an outlet or any extension or enlargement either now or in the future and all mooring stake heads on all water lots shall be set flush with the ground and shall have a suitable ring in the head thereof, fastened with a suitable staple; Provided, However, that the grantor herein, its agents or trustees may erect and maintain one or more docks, steps or piers on or over any outlet, or upon the shore or edge of the aforementioned estuaries, etc.
11. All owners or occupants of dwellings shall have the right to keep such watercraft on the water subject to the regulations of the grantor, its duly authorized agents or trustees.
12. No bathing shall be permitted except in such parts of Woodland Lake as shall be designated by the grantor, its duly authorized agent or trustee. No owner or occupant of any lot bordering and adjacent to any estuaries, lagoons, canals, coves, arms, or other waters in any way connected with said plat or any extension or enlargement thereof, shall have any exclusive right to the use of the said waters, and their rights therein shall be in common with all other lot owners or occupants in said subdivision.
13. No fence, wall, railing or other division device or construction shall be erected on any of the said lots on said plat, except as may hereinafter be provided for. Verdant hedges may be planted or grown on all division and other lot or property lines, provided they are not allowed to exceed 2.5 feet in height.
14. Subject to mutual easement at the user's risk, for the purpose of ingress and egress from the lots on said plat to the public highway, first party expressly reserves the ownership of all the streets, avenues, drives, roads and parkways as shown on the plat; also expressly reserves ownership of all canals, estuaries, lagoons, coves, bays, arms, and all other waters in any way connected with Woodland Lake, or any extension or enlargement thereof which may now exist or may be provided or that may exist

hereafter, subject to an easement therein by the lot owners. The recreation center shall at all times remain the sole and separate property of the grantor, its duly authorized agent, or its duly constituted trustee.

15. All and singular, the covenants, conditions and restrictions hereinbefore expressed shall attach to and run with each and every of said lots of land, and all titles to an estates in the same, shall be binding upon each and every owner and occupant of the same during the period of time hereafter set forth; and neither the parties of the part nor the party or parties of the second part, or any of them, or their heirs or assigns, shall or may convey, devise or demise any or either of said lots or any part of the same at any time hereafter, except as being subject to the said covenants, conditions, and restrictions, both applying to the building and general restrictions and the obligations to observe and perform the same, and whether or not it be expressed in the deeds or other conveyance of said premises, the same shall be absolutely subject to the said covenants, conditions, and restrictions which shall run with the land and be appurtenant to the said land and every part thereof as fully as if expressly contained in proper and obligatory covenants or conditions in each and every contract and conveyance of or concerning any part of the said land or the improvements to be made thereon.
16. All of the restrictions, conditions, covenants, charges and agreements shall be operative for a period of twenty-five (25) years from and after July 1, 1945, and shall be automatically continued for successive periods of twenty-five (25) years each, unless released in writing duly filed with the Register of Deeds of Livingston county, Michigan, at least five (5) years prior to the expiration of the first twenty-five (25) year period or any renewal period thereafter by at least 75% of all lot owners on said plat.
17. Violation of any restriction or breach of any condition or covenant or charge herein contained shall give the grantor herein named or referred to, its successor, its duly authorized agent or trustee, or any association or club hereinafter designated with the rights, powers and duties of the party of the first part, to take proceedings at law or in equity against the persons infringing or attempting to infringe, or omitting to perform such covenant, condition or restriction, and either to prevent him or them from doing so, or to recover damages from such infringement or omissions. In addition thereto, ??party of the first part, its successor, agents, etc., empowered to carry out the terms hereof, shall have the right to enter upon the lots or lot and summarily abate and remove at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof, without any liability to such owner for trespass, entry abatement or removal thereof.
18. any and all of the rights, powers, titles, easement and estate reserved or given to the party of the first part in this agreement may at its option be assigned to any other corporation, association, partnership, club, trustee or duly authorized agents, that will agree to assume said rights, powers, duties and obligations and carry out and perform the same. That in all of

the portions wherein the words "first party", "grantor", "subdividor", "trustee", "duly authorized agent" shall be used, the same are hereby declared to be synonymous with and all refer to said Woodland Lake Development Company, a Michigan corporation.