



KIRKWOOD

Improvement Association

www.kirkwoodsub.com

*Facebook: Neighbors of Kirkwood Bloomfield
Township, MI*

2023

Neighborhood Directory

KIRKWOOD IMPROVEMENT ASSOCIATION

Dear Neighbors:

We are pleased to provide you with the latest edition of the Kirkwood Improvement Association Neighborhood Directory. This guide includes the following items:

- Information about the subdivision and homeowners' association
- A neighborhood directory with residents names and contact information
- Deed restrictions
- By-laws of the association
- Committees and opportunities to get involved
- Contact information for association officers and committee chairs
- Phone numbers for Emergency Services and Bloomfield Township offices
- A subdivision map

The Deed Restrictions and By-Laws contain important information about homeowners' responsibilities, rights and restrictions related to their properties. These documents were established when Kirkwood was developed around 60 years ago to ensure consistent standards that promote strong property values, good quality of life, and a flourishing community. Please reach out if you have any questions about their contents.

Kirkwood continues to be one of the most desirable subdivisions in Bloomfield Township in terms of sustained real estate value and the strength of our Homeowners Association. Over the years, hundreds of families from far and wide have made their homes here. Our amazing community includes residents who grew up in the neighborhood and neighbors who came from other parts of Michigan, the US and across the globe. If you have lived here for many years or just a few weeks, we hope you enjoy the beauty of our neighborhood and the wonderful people who live here.

Throughout the years, countless residents have contributed their time and energy to help make Kirkwood a welcoming, safe and fun place to live. That sense of community stewardship is alive and well today through the efforts of many outstanding individuals who volunteer their time and talent on our board and committees.

We encourage you to get involved and consider joining a committee! Your commitment will help Kirkwood thrive for many years to come!

Thank you

DIRECTORY OF ADVERTISERS

Below will be found the names of our business and professional friends, whose interest and support has made this book available to us. We thank them for their support and ask you to consider using their fine products and services.

IFC - Inside Front Cover IBC - Inside Back Cover OBC - Outside Back Cover

Many of our Advertisers are also our neighbors. They have helped offset the costs associated with the production of this Directory. They would appreciate your patronage.

*This directory is produced to the best of the board's knowledge,
if there are changes, please email
KirkwoodImprovementAssoc@gmail.com*

KIRKWOOD IMPROVEMENT ASSOCIATION

www.kirkwoodsub.com

ABOUT YOUR ASSOCIATION

Kirkwood Improvement Association, Inc. promotes the best interests of its members by the active work of the elected officers and appointed committee chairpersons who, together, make up the Kirkwood Improvement Association Leadership Team. Duties of the various committees are outlined below:

RESTRICTIONS AND PLAN APPROVAL

This committee is responsible for ensuring that property owner requests to make architectural changes to either homes or lots satisfy and adhere to the general use and architectural guidelines as defined in the Kirkwood Deed Restrictions. The enforcement of these parameters is intended to ensure that all property owners: a) use their property for attractive residential purposes, b) have full benefit and enjoyment of their homes, and c) have confidence regarding the preservation of the general character of the neighborhood. This Committee meets on an as needed basis to review submitted requests and must approve all changes prior to work commencing.

MAINTENANCE & UTILITIES

This committee is responsible for managing the maintenance and development of all common areas within the subdivision including the entryways, islands & cul-de-sacs. Responsibilities include entryway landscaping, lighting, lawn mowing, fertilizing, weeding, and tree trimming. Committee members also serve as the subdivision liaison for Township and/or County matters.

SOCIAL

This committee is responsible for the planning and coordination of the neighborhood social events scheduled throughout the year. These events provide residents a means to become better acquainted with their fellow neighbors while enjoying good times together. Traditional events have included but are not limited to a Summer Block Party, Octoberfest, Halloween Parade/Dog Play date, Progressive Dinner and Winter Holiday Party. New and varied events are periodically introduced as funds, resources and interests prevail.

MEMBERSHIP & WELCOMING

Members of this committee help welcome new residents into our Kirkwood community by greeting them with a welcome package that includes, among other items, a copy of the neighborhood directory. A brief introduction and overview of Kirkwood is provided along with other area information pertaining to schools, post offices, local merchants, etc. The Committee's aim is to help ease the new resident's transition and help them feel a part of a great neighborhood rather than just a subdivision. Committee members also help maintain current resident information to be included in new neighborhood directories.

COMMUNICATIONS

This committee is responsible for the update and support of the neighborhood web site (www.kirkwoodsub.com) and the administration of the private Facebook account (Neighbors of Kirkwood Bloomfield Township, MI). This website and Facebook page are a great way to communicate within our neighborhood community

KIRKWOOD IMPROVEMENT ASSOCIATION

2023 LEADERSHIP TEAM

www.kirkwoodsub.com

email: KirkwoodImprovementAssoc@gmail.com

Facebook: Neighbors of Kirkwood Bloomfield Township, MI

OFFICERS

President: Teresa Roscoe (248) 842-5642
Troscoe03@gmail.com

Vice President: Jon Adler (734) 717-8717
Nonfungible.jon@gmail.com

Secretary: Jean Fay (248) 737-0359
Jeanfay4@gmail.com

Treasurer(s): Regina Schardt (248) 907-3713
Debbie Klezek (248) 626-3991
Kirkwoodimprovementassoc@gmail.com

Liens: Lisa Adler (248) 705-4436
Lisa-Levine@hotmail.com

COMMITTEE CHAIRPERSONS

Restrictions & Plan Approval: Bill Fay (248) 737-0359
Wmcfay@gmail.com

Maintenance & Utilities. Jean Fay (248) 737-0359
Jeanfay4@gmail.com

Social: Janelle Barnes 248-755-9779
janellenmansourbarnes@gmail.com

Katarzyna Patra (248) 631-9721
praniewicz.k@gmail.com

Membership & Welcoming Lisa Katzman (248) 855-4942
lkatzman@aol.com

Communications:Lendon Crosby (313) 443-5485
lendonc@gmail.com Social:
Janelle Barnes 248-755-9779

janellemansourbarnes@gmail.com

Katarzyna Patra (248) 631-9721
praniewicz.k@gmail.com

Membership & Welcoming Lisa Katzman (248) 855-4942
lkatzman@aol.com

Communications:Lendon Crosby (313) 443-5485
lendonc@gmail.com

**Kirkwood Lake Association
(separate HOA specific to lakeside properties)**

Lake President Tom & Rhonda Burns (248) 895-1703

Lake Treasurer. Greg Niedermaier (248) 752-3912
kirkwoodlaketreasurer@gmail.com

MEDICAL FACILITIES

Beaumont Hospital, Royal Oak	(248) 898-5000
Henry Ford Medical Center, West Bloomfield	(248) 661-4100
North Oakland Medical Center, Pontiac.	(248) 857-7200
POH Medical Center, Pontiac	(248) 338-5000
St. Joseph Mercy Oakland, Pontiac.	(248) 858-3000
Children’s Hospital of Michigan	(313) 745-5437

UTILITIES

Comcast Cablevision (Customer Service) (248) 855-6971 or (800) 684-4600	
Consumers Energy (Emergencies & Customer Service).	(800) 477-5050
DTE Energy (Emergencies & Customer Service)	(800) 477-4747
ATT Customer Service	(800) 244-4444
Repair Service	(800) 515-7272

**BY-LAWS OF THE KIRKWOOD IMPROVEMENT ASSOCIATION
Amended 6/23/19**

**Article I
Title**

SECTION I. The name of this association shall be the Kirkwood Improvement Association, Inc.

**Article II
Purpose**

SECTION I. The purpose of this Association shall be to promote the best Interests of the property owners within the subdivision and to implement the restrictions as recorded for properties in Kirkwood No.1 & No. 2 subdivisions.

**Article III
Membership & Voting Rights**

SECTION I. Owners of properties within Kirkwood No. 1 & No. 2 subdivisions are members.

SECTION II. Each property is assigned one membership for voting purposes. Voting rights are limited to members that are current with all annual maintenance charges, late fees and any duly authorized special assessment passed by the Association.

SECTION III. Tenants residing in Kirkwood No. 1 & No. 2 subdivisions may participate in Association activities and meetings but shall have no voting rights.

**Article IV
Charges and Assessments**

SECTION I. The annual maintenance charge of one hundred fifty dollars (\$150.00) (Approved 09/2018) is payable from each property in the Kirkwood No. 1 & No. 2 subdivisions in January of each calendar year.

SECTION II. Property owners who fail to pay their mandatory maintenance charges by March 1 shall be assessed a late fee of fifty dollars (\$50.00). Those who continue in their failure to pay the mandatory maintenance charges and any assessed late fees after April 1 shall subject their property to placement of a lien.

SECTION III. Special assessments may be provided for at any meeting by a majority vote of the members present. Special assessments are not for the purpose of increasing the maintenance funds. Property owners who fail to pay special assessments within 60 days of the due date shall subject their property to placement of a lien.

SECTION V. Property owners whose mandatory maintenance charges are in arrears after March 1 or who have failed to pay late fees or special assessments within sixty days (60) shall be considered not in good standing and shall not have a vote upon any Association matter at any meeting. Reinstatement may be accomplished by payment of all delinquent maintenance charges, late fees and assessments.

SECTION VI. Invoices for annual maintenance charges are mailed as a courtesy. Failure to receive an invoice for the annual maintenance charges or late fees described above does not exempt a property owner from their obligations to pay.

SECTION VII. Property owners who do not reside at their Association property are responsible for notifying the Association Secretary of a current mailing address to be used for official communications. Failure to provide such notification does not exempt a property owner from any obligations.

SECTION VIII. Annual social charges of twenty dollars (\$20.00) are entirely optional. Funds collected for social charges will be used to support Association social activities and will be accounted for separately from maintenance charges.

Article V Meetings

SECTION I. The annual meeting of the Association shall be held on a date selected by the Executive Committee. At the annual meeting, officers are to be elected and such other matters that are pertinent to the Association shall be presented.

SECTION II. Other meetings can be scheduled at the discretion of the Executive Committee.

SECTION III. Special meetings may be called by demand of ten (10%) percent of the members in good standing.

SECTION IV. The place of holding any meeting of the Association shall be determined by the Executive Committee.

In the case of inability or unwillingness of any other Executive Committee member, or any officer, to complete their elected term, the President will call a meeting of the Executive Committee, for the purpose of appointing an Association member in good standing to succeed such officer or Executive Committee member, who shall serve until the next annual meeting.

SECTION V. The Executive Committee shall participate in any and all meetings of this Association.

SECTION VI. Not less than ten (10%) percent of the members of the Association in good standing shall constitute a quorum for the transaction of business at any meeting providing written notice of the time and place of meeting has been to all members ten (10) days or more in advance of the meeting.

Article VI Officers and Duties

SECTION I. The Officers and Directors of said Association shall consist of a President, VicePresident, Secretary and Treasurer. The Executive Committee shall consist of the above named officers, the immediate past president of the Association and the chairpersons of all standing committees.

SECTION II. The duties of the officers shall be as follows:

- The President shall preside at the meetings. In the President's absence, the Vice-President shall preside. In the absence of both the President and Vice-President, a chairperson for the meeting shall be chosen by the members present.
- The Secretary shall make and keep accurate records of the acts and doings at the meetings and give a report of the same at the next meeting. In the absence of the Secretary at any meeting, a Secretary pro-tem shall be chosen by the members present.
- The Treasurer shall collect the monies as levied by the Association from time to time and also those funds required pursuant to the subdivision deeds. All funds of the Association shall be deposited in a federally insured account unless an alternative depository is approved by a majority of the Executive Committee.
- The Treasurer shall have the custody of all funds of the Association, and shall make reports of the amount of money collected, paid out, and on hand at the annual meeting. The Treasurer shall also pay expenses and accounts of the Association as shall be decided upon from time to time. In the temporary absence of the Treasurer, the Vice-President may pay expenses and accounts.
- All operating expenses in excess of two hundred fifty dollars (\$250.00) shall require authorization by the Vice-President and Treasurer. In the temporary absence of the Vice-President and at any time when the Vice-President is paying expenses and accounts in the Treasurer's stead, the President shall provide such authorization.
- The Treasurer's account may be audited from time to time by the Executive Committee or by a competent auditor selected by the Executive Committee.
- Each year, the Association shall purchase a Deeds and Omissions Policy covering the elected members of the Executive Committee.

SECTION III. Five (5) members of the Executive Committee shall constitute a quorum.

SECTION IV. In the case of the President's inability or unwillingness to complete a term, the VicePresident shall succeed to the office of the President, until the next annual meeting. It shall be the first duty of the new President to call a meeting of the Executive Committee for the purpose of appointing a new Vice-President.

Article VII Chairpersons of Standing Committees, Tenure and Authority

SECTION I. The Chairpersons of the following standing committees shall be elected at the annual meeting or appointed by the President with the approval of the majority of the Executive Committee for a term of one (1) year. Chairpersons shall in turn appoint members of their committees.

- Communications
- Maintenance & Utilities
- Membership & Welcoming
- Restrictions & Plan Approval
- Social

SECTION II. Additional, ad hoc committees may be created from time to time at the discretion of the Executive Committee. Chairpersons of such ad hoc committees shall not be considered members of the Executive Committee.

Article VIII
Amendments

SECTION I. An amendment to these By-Laws may be made at any Annual or Special Meeting of this Association, if passed upon by a two-thirds majority of the members present at the meeting. Notice of proposed changes shall be submitted in writing to the entire membership at least ten (10) days prior to such meeting.

Article IX
Indemnification

SECTION I. THIRD PARTY ACTIONS: The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal (other than an action by or in the right of the Association) by reason of the fact that he or she is or was a director, officer or agent of the Association, against expenses (including attorneys' fees), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding provided the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, if the person had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

SECTION II. ACTIONS BY OR IN RIGHT OF THE ASSOCIATION: The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, or agent of the Association, against expenses (including attorneys' fees) and amounts paid in settlement actually and reasonably incurred by the person in connection with the action or suit provided the person acted in good faith and in a manner the person reasonably believed to be in, or not opposed, to the best interest of the Association. Indemnification shall not be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Association for any negligence or misconduct in the performance of his or her duty to the Association unless and only to the extent that the court in which such action or suit was brought or such other court having competent jurisdiction shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expense which such court shall deem proper.

SECTION III. EXPENSES. To the extent that a director, officer or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section I or II, or in defense of any claim, issue or matter in such action, suit or proceeding, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith and any action, suit or proceeding brought to enforce the indemnification provided in this Section III.

SECTION IV. DETERMINATION AND EVALUATION. Any indemnification under Section I or II (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Sections I and II and upon an evaluation of the reasonableness of expenses and amounts paid in settlement. Such determination and evaluation shall be made in any of the following ways:

- (a) By a majority vote of a quorum of the Board of Directors who are not parties to or threatened to be made parties to the action, suit or proceeding.
- (b) If a quorum cannot be obtained under subsection (a), by a majority vote of a committee duly designated by the Board and consisting solely of two or more directors not at the time parties or threatened to be made parties to the action, suit or proceeding.
- (c) By independent legal counsel in a written opinion, which counsel shall be selected in one of the following ways:
 - (i) By the Board of Directors or its committee in the manner prescribed in subsection (a) or (b).
 - (ii) If a quorum of the Board cannot be obtained under subsection (a) and a committee cannot be designated under subdivision (b) by the Board of Directors.
 - (iii) By all independent directors who are not parties or threatened to be made parties to the action, suit or proceeding.

In the designation of a committee under subsection (a) above or in the selection of independent legal counsel under subsection (c)(ii) above, all directors may participate.

If a person is entitled to indemnification under Section I or II for a portion of expenses, including reasonable attorneys' fees, judgment, penalties, fines and amounts paid in settlement, but not for the total amount, the Association may indemnify the person for the portion of the expenses, judgments, penalties, fines or amounts paid in settlement for which the person is entitled to be indemnified.

SECTION V. ADVANCE PAYMENT OR REIMBURSEMENT: The Association may pay or reimburse the reasonable expenses incurred by a director, officer, or agent who is a party or threatened to be made a party to an action, suit, or proceeding in advance of final disposition of the proceeding if all of the following apply:

- (a) The person furnishes the Association a written affirmation of his or her good faith belief that he or she has met the applicable standard of conduct set forth in Sections I and II.
- (b) The person furnishes the Association a written undertaking, executed personally or on his or her behalf, to repay the advance if it is ultimately determined that he or she did not meet such applicable standard of conduct.
- (c) A determination is made that the facts then known to those making the determination would not preclude indemnification under this act.

The undertaking required by subsection (b) must be an unlimited general obligation of the person but needs to be secured.

Determinations and evaluations under this Section V shall be made in the manner specified in Section IV.

SECTION VI. INSURANCE: The Association may purchase and maintain insurance on behalf of any person who is or was a Director, officer, or agent of the Association, against any liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have power to indemnify him or her against such liability under Sections I through V.

SECTION VII. CONTINUATION OF INDEMNIFICATION. The indemnification provided in this Article IX continues as to a person who has ceased to be a Director or officer and shall inure to the benefit of the heirs, personal representatives and administrators of such person.

- FINIS -

DEED RESTRICTIONS

Orchard Lane Land Company,
a Michigan Corporation
as to
Kirkwood No. 1 Subdivision

Declaration of Restrictions Liber
4081, page 303-309, O.C.R.
Dated June 3, 1960.
Acknowledged June 1 & 3, 1960
Recorded June 7, 1960
Register No. 25602

This declaration made this 3rd day of June, 1960, by Orchard Lane Land Company, a Michigan corporation on 19426 Grand River Avenue, Detroit, Michigan; hereinafter referred to as the Grantor.

WITNESSETH:

WHEREAS, the Orchard Lane Land Company is the purchaser under a certain land contact of the premises hereinafter described, and

WHEREAS, Blanche E. Broughton is the seller under such above mentioned land contract, and

WHEREAS, the said parties have joined together as proprietors in plat of said lands known as 'Kirkwood No. 1 Subdivision', a subdivision of part of the north half of Section 30, town 2 north, range 10 east, Bloomfield Township, Oakland County, Michigan, and

WHEREAS, the said plat of said subdivision, having been duly approved by proper governmental authorities, has been recorded in the office of the Register of Deeds for Oakland County in liber 101, pages 11 and 12, and

WHEREAS, said recorded plat covers Lots numbered 1 to 120 inclusive, and Outlot A, and

WHEREAS, it is the purpose and intention of this agreement that all of the lots in said subdivision, except as hereinafter provided, shall be conveyed by the Grantor subject to reservations, easements, use and building restrictions provided to establish a general plan of uniform restrictions in respect to said subdivision, and to insure the purchasers of lots therein use of the property for attractive residential purposes, and to secure to each lot owner full benefit and enjoyment of his home, and to preserve the general character of the neighborhood, and

WHEREAS, the Grantor hereby reserves to itself, its successors and assigns in interest Outlot A upon the express conditions, however, that said Outlot A shall be used only for single residence purposes when its use as well site for a community water system shall no longer be necessary; that when divided shall provided for not more than two lots and that each lot shall be subjected to restrictions identical with those covering the remainder of such subdivision,

IT IS HEREBY DECLARED that the following general restrictions are covenants running with the land, binding on the heirs, personal representatives, successors and assigns of the Grantor, and the Grantees of all individual lots in said subdivision, for the time limited in this instrument:

1. USES OF PROPERTY

(a) Each lot shall be used for providing residence purposes only and no building of any kind shall be erected, re-erected, moved or maintained thereon except a private dwelling house and apartment buildings as hereinafter provided. Such dwelling house shall be designed and erected for occupation of a single private family and a private attached garage for the sole use of the respective owner or occupant of the lot upon which such garage is erected. Such garage may have living quarters in connection therewith for use and occupancy by servants of the owner of the respective lot. Other buildings may be erected only if approved by the Grantor in such manner and location as the Grantor may in its sole discretion permit in writing.

(b) Notwithstanding that which is contained in the paragraph directly above, and subject to the approval of any proper governmental body, having authority therein, it is expressly provided that lots numbered 1 to 4 inclusive; 109 to 120 inclusive, may be for the practice of medicine or dentistry by the occupancy thereof, provided that the practice of such professions shall be limited to the individual practice of occupant, and may not be extended to include the practice of either of these two professions by any person not the occupant and resident of the house from which such practice is maintained, and provided further, that a single sign only, unobtrusive and unlighted, may be placed on the front lawn or in the front window of the house, limited in lettering to the name of the physician or dentist, and the name of his profession, such sign to be not larger than 8 inches by 30 inches.

(c) Notwithstanding that which is contained herein to the contrary, the Grantor, his agents or sales representatives may occupy and use any house built in the subdivision as a sales office for handling sales of lots and/or houses until all of the lots and/or houses built in this subdivision shall have been sold.

2. CHARACTER AND SIZE OF BUILDING

(a) No building or other structure shall be commenced, erected or maintained, nor shall any addition or change or alteration to any structure be made, except interior alterations, until the plans and specifications, prepared by a competent architect showing the nature, kind, shape, height and materials, color scheme, location on lot and approximate cost of such structure and the grading plan of the lot to be build upon shall have been submitted to and approved in writing by the Grantor or the Architectural Control Committee, and a copy of said plans and specifications as finally approved, lodged permanently with said Grantor, or said Committee.

(b) Fences, garden walls, and other devices used from time to time in separating properties, may be constructed or erected only after plans, details and materials of such proposed fence, wall or other device shall have first been submitted in writing to the Grantor or Architectural Control Committee, and the same shall have been approved by it or them. In any event, no fence separating properties shall extend on either side of the lot toward the front of the lot farther than the rear line of the house.

(c) The Grantor and/or the Architectural Control Committee shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable in its opinion for aesthetic or other reasons; and in so passing upon such plans, specifications and grading, it shall have the right to take into considerations the suitability of the proposed building or other structure to be built to the site upon which it is proposed to erect the same, and the harmony as planned in the view of the outlook from the adjacent or neighboring properties. It is understood and agreed that the purpose of this paragraph is to cause the platted lands to develop into a beautiful harmonious private residence section, and if a disagreement on the points set forth in this paragraph should arise, the decision of the Grantor, or the Architectural Control Committee shall control. No building or structure shall be built using cement, cinder block or asbestos siding on exterior walls.

(d) However, in the event the Grantor or the Architectural Control Committee shall have failed to approve or disapprove such plans and location within 30 days after the same shall have been delivered to the Grantor, or to such committee, then such approval will not be required provided the plans and location on the lot conform to, or are in harmony with, existing structures in the subdivision, these restrictions, and any zoning law applicable thereto.

(e) In any case, with or without the approval of the Grantor, no dwelling shall be permitted on any lot in the subdivision unless, in the case of a one Story house, with full basement, the ground floor area thereof shall not be less than 1300 square feet; in the case of a one story house, with less than a full basement or no basement, the ground floor area thereof shall not be less than 1400 square feet; in the case of a one and a half story house, with or without basement, the ground floor area thereof shall not be less than 1250 square feet; in the case of a tri-level house, the total area of the top two levels (which shall not be less than the entire house area within its walls) shall be not less than 1250 square feet if the garage is added to the main building as an addition, and 1450 square feet if the garage is in the lower level; in the case of a two-story house, with full basement, the ground floor area thereof shall be not less than 1000 square feet; in the case of a two-story house, with less than a full basement or no basement, the ground floor area thereof shall be not less than 1100 square feet. The cubical content of any house shall be not less than 14,000 cubic feet, and the area and volume of the garage may not be included in any of the above computations.

3. BUILDING LINES

No building on any of said lots shall be erected nearer than 40 feet to the front lot line or nearer than 13 feet to the side or rear lot line, or nearer than 25 feet to side line on any corner. The Grantor, or the Architectural Control Committee, shall determine front and side line setbacks on each house, within above limits.

4. ANIMALS

No chickens, other fowl or live stock shall be kept or harbored on any of the said lots. No animals shall be kept or maintained on any lot excepting household pets for use by the owner and members of his family. No animals shall be kept on the premises for any commercial purpose. Household pets shall have such care as not to be objectionable or offensive on account of noise, odor or unsanitary conditions. Animals may be declared nuisances by Grantor, and must be disposed of within 30 days if so requested in writing by the Grantor or its authorized representative. At no time shall any horses be kept on the land.

5. SIGNS

No sign or billboard shall be placed or maintained on any lot except that one sign advertising the lot or house and lot for sale or lease, and having not more than three feet or less above the ground, may be erected and maintained on lots as are permitted in writing by the Grantor.

6. EASEMENTS

Easements and rights of way are hereby reserved as shown on the recorded plat. In Addition to the above, easements and rights of way are reserved in and over a strip of six feet in width, along all rear and side lot lines wherever it may deemed necessary for the installation or maintenance of telephone or electric poles, lines, or conduits, or sewer, gas lines or water mains, for drainage purposes, or for use of any other public utility deemed necessary or advisable by Grantor. The use of all or a part of such easements and rights of way may be granted or assigned at any time hereafter by the Grantor to any person, firm, governmental unit or agency, or corporation furnishing any such service.

7. REFUSE

No refuse pile or other unsightly or objectionable materials shall be allowed on any of said lots unless the same shall be properly concealed. Refuse, ashes, building materials, garbage or debris of any kind shall be cared for in such a manner as not to be offensive to neighboring property owners. The parking or storage of commercial vehicles, except while making normal deliveries, shall not be permitted on any lot in this subdivision.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may or may become an annoyance or nuisance to the neighborhood.

8. ARCHITECTURAL CONTROL COMMITTEE

The Grantor hereby names and constitutes the following persons as members of the Architectural Control Committee: Charles F. Brown, Ross S. Campbell, Jr., and Cyril J. Fleming, whose methods and procedure shall be as follows:

(a) A majority of the Architectural Control Committee may designate a representative from among its members to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to the covenant.

(b) The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans have been submitted to it, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with, except as provided in Paragraph 2, subsection (d).

9. MAINTENANCE FUND

(a) All the land included in said plat, whether owned by the Grantor or by others, except streets and parks maintained for the general use of the owners of land included in said tract, and except land taken or sold for public improvements or uses, shall be subject to an annual maintenance charge at the rate of \$5.00 per lot commencing January 1, 1963, and at such rate may be determined by the Grantor or the Kirkwood Improvement Association which may hereafter be formed as provided herein for each year thereafter for the purpose of creating a fund, to be known as the Maintenance Fund, to be paid by the respective owners of the land included in said tract to the Grantor annually, in advance on the first day of January in each year, commencing with January 1, 1963.

(b) Said annual charge may be adjusted from year to year, after 1963 by the Grantor or the Kirkwood Improvement Association, as the needs of the property may in their judgment required, but in no event shall such a charge be raised above \$20.00 per lot, except by the approval and consent in writing of the owners of 75% of the lot in said plat which approval and consent shall make any such additional assessment binding upon all of the owners of the property in said plat **[(Amended 6/24/19 from \$75.00 to \$150.00)]**

(c) Said maintenance fund shall be used for such of the following purposes as the Grantor hereto or the Association shall determine necessary and advisable: For improving and maintaining roadways of said property; for planting trees and shrubbery and the care thereof; for collecting and disposing of garbage, ashes and rubbish; for employing night watchmen; for caring for vacant property; for removing grass or weeds; for constructing, purchasing, maintaining or operating any community service, or for doing any other things necessary or advisable in the opinion of the Grantor hereto for keeping the

property neat or in good order; for expenses incident to the examination of the plans as herein provided and to the enforcement of these building restrictions, conditions, obligations, reservations, rights, powers and charges.

- (d) It is expressly agreed that the Maintenance Fund charge referred to herein, including any expenses incurred in removing or completing any building in accordance with the preceding paragraph, shall be a lien and encumbrance on the land with respect to which said charges are made, and it is expressly agreed that by the acceptance of title of any said lots, the owner (not including thereby the mortgagee as long as he is not the owner) from the time of acquiring title thereto shall be held to have covenanted and agreed to pay to the first party thereof all charges provided for herein which were then due and unpaid to the time of acquiring the title, and all such charges thereafter falling due during the ownership thereof. A certificate in writing signed by the Grantor hereto or its agent shall be given on demand to any owner liable for said charges, which shall set forth the status of such charges. This certificate shall be binding on the said parties hereto.
- (e) By acceptance of title, each owner shall be held to vest in the Grantor the right and the power in its own name to take and prosecute all suits, legal, equitable or otherwise, which may in the opinion of the Grantor, be necessary or advisable for the collection of such charges.

10. LOT OWNERS ASSOCIATION

At any time after the sales by the Grantor of nine-tenths in number of the lots in the said subdivision (execution of a land contract constituting a sale for the purposes of this section) the Grantor may appoint and constitute an association of owners, to be known as the Kirkwood Improvement Association, to exercise all rights, privileges and duties of supervision and control in connection with these restrictions which are reserved herein to the Grantor, and upon the execution and recording of appropriate instruments of appointment by the Grantor, the said Association shall thereupon have and exercise all rights reserved to the Grantor and the Grantor shall be fully released and discharged from further obligations and responsibilities in connection therewith.

11. VIOLATIONS

Violation of any restriction or condition or breach of any covenant or agreement herein contained shall give the Grantor, in addition to all other remedies provided by law, the right 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, sign, thing or condition that may be or exist contrary to the intent and meaning of the provision hereof, and the Grantor shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

12. TERM OF RESTRICTION

All the restrictions, conditions, covenants, charges and agreements contained herein shall continue in force for a period of 25 years from the date of recording hereof and shall automatically be continued thereafter for successive periods of 10 years each, provided, however, that after 10 years from the date of recording hereof the ownership of the fee of two-thirds or more of the lots in said subdivision may release all or part of said lots from all or any portion of these restrictions by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and recording the same in the Office of the Register of Deeds for Oakland County.

13. SEVERABILITY

Each restriction herein is intended to be severable and in the event that any one covenant is for any reason held void, it shall not affect the validity of the remaining covenants and restrictions.

Orchard Lane Land Company signed and acknowledged by Chas. F. Brown, President and C.J. Fleming, Secretary.

Executed by authority of its Board of Directors.

Blanche E. Broughton hereby consents to the reservations, conditions, prohibitions and restrictions contained in; this instrument dated June 1, 1960.

Signed, Blanche E. Broughton

NOTE: Deed Restrictions for Kirkwood No. 2 Subdivision (Lots 121 to 195 inclusive) are similar wording. Please contact a membership of the Leadership Team for a copy.

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