

restrict

Lots 1 through 91, both inclusive, Long Lake Meadows Subdivision

76-17 327110

BUILDING AND USE RESTRICTIONS

RESTRICTIONS RE: Lots 1 through 91, both inclusive, part of the southwest 1/4 of SECTION 12, T2N, R11E, City of Troy, Oakland County, Michigan. A Plat recorded in Liber 197, Pages 25, 26, 27, 28 & 29, Oakland County Records.

DATED: October 28, 1987

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1. These restrictions are covenants which shall run with the land and shall be binding on all parties hereto and all parties claiming under or through them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless it is on that date or at the end of any such period agreed by a vote of the then owners of a majority of the lots included in the above described land, to change such restrictions in whole or in part or to cancel them, or at anytime upon the agreement of eighty (80%) percent of the fee title holders and with agreement of the City of Troy.

2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed two (2) stories in height and a private garage for not more than three (3) cars.

3. No dwelling shall be permitted on any lot having an area of less than fifteen hundred (1500) square feet, exclusive of open porches and garages for a one story structure; one thousand (1000) square feet on the first floor for a one and one half story; and one thousand (1000) square feet on the first floor for a two story structure.

4. Minimum Yard Requirements - No building on any lot in the Subdivision shall be erected nearer than:

- a. thirty (30) feet from the front line; nor
- b. ten (10) feet from the side lot line with the total of the side yards to be not less than twenty (20) feet; nor
- c. Forty (40) feet from the rear lot line or thirty (30) feet from the rear lot line only when it abutts platted Open Space.

Approval of a variance by the City of Troy Board of Appeals permitting yards smaller than the above minimums shall be deemed a valid waiver of this restriction.

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and no buildings are to be constructed within the easements.

6. No structure of a temporary character, trailer, tent, shack, barn or other outbuildings shall be placed on any lot at any time either temporarily or permanently, except a structure to be used by builders for storage of materials during the construction period.

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7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereupon which may be or may become an annoyance or nuisance to the neighborhood.
8. No sign of any kind shall be displayed to the public view on any lot except for advertising the property for sale or rent; except that signs of any size may be used by a builder to advertise the property during the construction period.
9. No television or radio antennas of any kind shall be installed on the exterior of any dwelling or other building without the prior written approval of the Board of Directors of the Association. The directors shall not grant approval for such installation unless it determines, in its sole discretion, that the installation and maintenance of such antenna will not adversely affect the orderly development and use and enjoyment of each of the lots in the Subdivision.
10. No building shall be constructed without the prior written approval of the Developer as to the architectural design and materials to be used in the construction in order to insure reasonable uniformity in quality and appearance of each dwelling or other building in the Subdivision.
11. 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 may be, provided that they are not kept, bred or maintained for any commercial purpose.
12. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. The use of any incinerator shall be a type which will not discharge offensive odors or ash when burning.
13. No fence or wall shall be constructed except as required by the City of Troy.
14. No business, trade, profession or commercial activity of calling for home occupation, of any kind shall be conducted in any building or on any portion of the property, except a builder's sales office may be used and maintained until all of the lots in the Subdivision have homes constructed thereon and shall be occupied as a place of residence.
15. 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 person or persons owning any real property situated in said development to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such covenants and either to prevent him or them doing so or to recover damages or other dues for such violations.
16. All public utilities such as water mains, sanitary sewer, storm sewers, gas mains, electric and telephone local Subdivision distribution lines and all connections to same, either private or otherwise, shall be installed underground; provided, however, that above ground transformers, pedestals and other above ground electric and telephone utility equipment associated with or necessary for underground utility installations and distribution systems and surface and

off-site drainage channels and facilities, as well as street lighting stanchions, shall be permitted. The said lots 1 through 91, both inclusive, are, in addition, subject to the terms of a Restriction Agreement between the undersigned and the Detroit Edison Company and Michigan Bell Telephone Company, relating to the installation and maintenance of underground electric and communication service and facilities, and which instruments are, by this reference incorporated herein.

17. No inoperative vehicles or commercial vehicles, house trailers or mobile trailers, boats or boat trailers shall be permitted to be parked or stored on any lot in said subdivision unless such vehicles are parked or stored in a garage on said lot which conforms to the requirements pertaining to the construction of garage as set above.

18. Each owner/occupant shall, within sixty (60) days of receipt of fee simple title, install or cause to have installed seed and mulch or sod or other vegetative growth covering all exposed earth; provided, however, if such fee simple title shall be received between October 1 in any year and April 15 of the next succeeding year, the obligations as above set forth shall be completed no later than May 15 of the succeeding year.

19. Common Areas:

a) Definitions

1) "Developer" shall mean and include Elro Corporation or its assigns.

2) "Association" shall mean and refer to the Spring Meadows/Long Lake Meadows Homeowners' Association.

3) "Properties" shall mean and include lots 1 through 91, both inclusive, of Long Lake Meadows Subdivision described above.

4) "Common Areas" shall mean and refer to those areas of land denoted on the recorded plat of Long Lake Meadows Subdivision as Meadow Lake Park, as set forth on the recorded plat, Oakland County Records, Liber 197, Pages 25, 26, 27, 28 & 29, and all intended to be owned by the Association and to be devoted to the common use and enjoyment of the owners of the property and any improvements thereon as set forth in the "Agreement for Maintenance of Open Space/Lake Area Spring Meadows Subdivision, Long Lake Meadows Subdivision" recorded Oakland County Records Liber 10107, Pages 208 through 215, incl., Oakland County Records.

5) "Owners" shall mean and refer to the record owner whether one or more persons or entity of the fee simple title to any lots above described including land contract vendors, but not including any mortgagee, unless and until such mortgagee shall have acquired fee simple title pursuant to foreclosure or any proceeding of conveyance in lieu of foreclosure. When more than one person or entity has an interest in the fee simple title of any lot, the interest of all such persons collectively shall be that of a single owner.

6) "Owner/Occupant" shall mean the same as "Owner" only at such time as a certificate of occupancy shall be issued by the City of Troy for a dwelling upon a lot and not

prior thereto.

7) "Member" shall mean and refer to all those owners who are or qualify as members of the Association as hereinafter set forth.

b) Membership and voting rights in the Association.

1) Membership - Every person or entity who is the owner of a lot shall be a member of the Association and membership shall become effective when the transfer becomes of record. Membership in the Association is and shall be appurtenant to and may not be separated from ownership to any lot.

2) Voting Rights - The Association shall have two (2) classes of members - Class A and Class B members.

(a) Class B members shall be only the Developer or its agents and the Developer or its agents shall be entitled to one (1) vote as a Class B member for each lot within the properties of which it is an owner. Upon transfer by the Developer of any lot to a new owner, the Class B membership of the Developer with respect to such lot shall be terminated. Each Class B member shall be entitled to one (1) vote for each lot within the properties of which it is an owner.

(b) Class A members shall be the owner/occupant of any lot(s). Class A members shall have no voting rights until the event described in the next succeeding paragraph shall occur.

(c) At such time as the number of Class A members are eighty (80%) percent or more of the number of votes of original Class B members, or at such other time prior thereto as the Class B members shall so declare, in their sole discretion, all Class A and Class B members then outstanding, and all subsequent members of the Association, shall be and be deemed to be Class A members and entitled to one (1) vote per lot.

c) Property rights in the Common Areas.

1) Members' Easements of Enjoyment - Subject to the provisions of Section 3 hereof, following, every member shall have right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every lot.

2) Title to Common Areas - The Developer hereby covenants that it shall convey the Common Areas to the Association, free and clear of all liens and encumbrances, except easements and rights-of-way of record not later than the time of conveyance of the first lot within the subdivision. The Developer shall retain the right to enter upon the Common Areas for the purposes of completing any and all necessary improvements to the Common Areas.

3) Extent of Members' Easements - The rights and easements of enjoyment of the members created herein are, and shall be, subject to the following:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common areas, and

(b) The right of the Association to suspend the voting and enjoyment rights of any member for any period during which any assessment against his lot remains unpaid, and for a period not to exceed thirty (30) days, for any infraction by such member of its published rules and regulations; and

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes, and subject to such conditions, as may be agreed to by the members provided that no such dedication or transfer, or determination as to the conditions thereof, shall be effective unless an instrument signed by the holders of two thirds (2/3) of all outstanding Class A stock has been recorded, agreeing to such dedication or transfer and as to the conditions thereof.

4) Delegation of Use - Any owner may delegate, in accordance with the by-laws of the Association, his right of enjoyment in and to the Common Areas to the members of his family or his tenants who reside on the property, or to land contract vendees.

d) Covenant for maintenance assessment.

1) Creation of the Lien and Personal Obligation of Assessments - The Developer, for each lot owned by it within the properties, hereby covenants and each owner of any lot within the properties, by acceptance of any lot within the properties, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments or charges and the annual assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be charged on the lot and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be the personal obligation of the person(s) who was the owner of such lot at the time when the assessment fell due.

2) Purpose of Assessments - The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the properties and in particular, for the operation, maintenance, management and improvement of the Common Areas, including but not limited to, the payment of taxes and insurance thereon, the repair and replacement thereof, for additions thereto and improvements thereof, and for the cost of labor, equipment, materials, management and supervision for and in connection with the Common Areas and the Association.

3) Basis and Maximum of Annual Assessments - There shall be no assessment against the properties until the calendar year of 1989, however, the Developer shall make such initial improvements to the Common Areas in accordance with its agreement with the City of Troy. From and after January 1, 1989, the annual assessment shall be no less than \$10.00 per year and not more than \$75.00 per year for a lot owner and no less than \$25.00 per year nor more than \$150.00 per year for lot owner/occupant. The amount of dues shall be fixed at such an amount so that the total revenue of the Association

shall be sufficient to pay for all costs of operating and maintaining the properties owned by said Association including by way of illustration and not limitation, capital improvements, additions or replacements.

4) Special Assessments for Capital Improvements - In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

5) Notice and Quorum for Action Authorized Under Sections 3 and 4 - Notice of the annual or special meeting of the membership shall be mailed to all members entitled to vote at least ten (10) days prior to the date of such meeting. At any annual or special meeting of the members, one quarter (1/4) of the members entitled to vote shall constitute a quorum and shall be empowered to transact business. If at any meeting of the members no quorum shall be present, the meeting shall be adjourned to a subsequent date and the secretary shall notify the members thereof in writing at least ten (10) days prior to such subsequent date and at such adjourned meeting, the members shall constitute and be a quorum, even if there are present less than one quarter (1/4) of the members entitled to vote.

6) Duties of Board of Directors - The Board of Directors of the Association, subject to the limitations set forth in Section 3 hereof, shall fix the amount of the assessment against each lot for each assessment period and shall, at that time, prepare a roster of the lots and the assessments applicable thereto which shall be kept in the office of the Association and shall be upon to inspection by any owner. Written notice of the assessments shall thereupon be sent to every owner subject thereto. The Association shall, upon demand and payment of a reasonable charge, furnish to any owner liable for such assessment(s) a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid.

7) Effect of Non-Payment of Assessment: The Personal Obligation of the Owner: The Lien: Remedies of the Association - If any assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection thereof as hereinafter provided, thereupon become a continuing lien on such lot which shall bind such lot in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then owner to pay such assessment(s), however, shall remain his personal obligation for the statutory period and shall not pass as a personal obligation to his successors in title unless expressly assumed by them but shall run with the land. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of nine (9%) percent per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the lot, and there shall be added to the

amount of such assessment the costs of preparing and filing the complaint in such action, or in connection with such foreclosure, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fee to be fixed by the court together with the costs of the action.

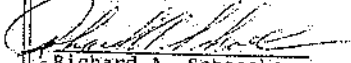
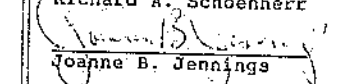
8) Subordination of the Lien to Mortgages - The lien of the assessment(s) provided for herein is and shall be subordinate to the lien(s) of any mortgage or mortgages now or hereafter placed upon any lot subject to assessment hereunder; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to sale or transfer of such lot pursuant to foreclosure of such mortgage(s) or prior to any other proceeding or conveyance in lieu of foreclosure. Such sale transfer or conveyance shall not, however, relieve such lot from liability for any assessment thereafter coming due, or from the lien of any such subsequent assessment.

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

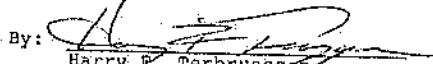
21. Nothing herein provided shall constitute a waiver of, inapplicability of or invalidity of any current or future ordinance of the City of Troy, or its successors, and to the extent and degree any such ordinance or any portions, terms or conditions are more restrictive than herein provided, such ordinance, or any portions thereof, shall take precedence and be treated as having the full force and effect as being a part herein incorporated by reference in this instrument.

22. The document entitled "Agreement for Maintenance of Open Space/Lake Area Spring Meadows Subdivision, Long Lake Meadows Subdivision is a restriction upon the land and nothing in these Building and Use Restrictions shall be read or interpreted to abrogate, amend or in any way contradict the provision of said "Agreement for Maintenance of Open Space/Lake Area Spring Meadows Subdivision, Long Lake Meadows Subdivision.

WITNESSES:

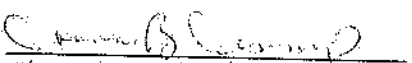

Richard A. Schoenherr

Joanne B. Jennings

Elro Corporation, a
Michigan corporation.

By: 
Harry F. Terbrueggen,
Executive Vice President

STATE OF MICHIGAN) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 28th day of October, 1987, by Harry F. Terbrueggen, Executive Vice President of Elro Corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged the execution thereof to be on behalf of Elro Corporation.


Joanne B. Jennings, Notary Public
Oakland County, Michigan

My Commission expires: February 9, 1991