

11748384

Lots 151 through 175, both inclusive, Long Lake Meadows Subdivision No. 4

5932 REG. FEE
6002 FEE. 20.00
6930 MISC

BUILDING AND USE RESTRICTIONS

RESTRICTIONS RE: Lots 151 through 175, both inclusive, Long Lake Meadows Subdivision No. 4, part of the southwest 1/4 of Section 12, T2N, R11E, City of Troy, Oakland County, Michigan. A plat recorded in Liber 215, Pages 26, 27, 28, inclusive, Oakland County Records.

20-12-332-215026
5932 REG. FEE
6002 FEE. 20.00
6930 RMT FEE

DATED: February 14, 1991

W.C.

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, except that no building on Tucker Street shall be erected nearer than forty (40') 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.

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.

15.00
2.00 RMT

OK - TS

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.
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.
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 151 through 175, 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. Storm water drainage and retention has been made available to Long Lake Meadows Subdivision No. 4 through piping now owned by the City of Troy that drains into the storm retention basin located in the parcel known as "Meadow Lake Park" within Long Lake Meadows Subdivision. This retention basin is controlled by the Spring Meadows/Long Lake Meadows Homeowners' Association (hereafter "SM/LLMHA"). Maintenance is governed by the Agreement for Maintenance of Open Space/Lake Area Spring Meadows Subdivision Long Lake Meadows Subdivisions (hereafter "Maintenance Agreement") dated July 13, 1987 and recorded in Liber 10707, Pages 208 et. seq. and the recorded Building and Use Restrictions for Long Lake Meadows Subdivision recorded in Liber 10260, Pages 140 et. seq. and Building and Use Restrictions for Long Lake Meadows Subdivision No. 2 recorded in Liber 10494, Pages 311 et. seq. for Lots 1 through 135 both inclusive and Building and Use Restrictions for Spring Meadows Subdivision recorded in Liber 10337, Pages 350 et. seq. for lots 1 through 55, inclusive. Each lot owner of Long Lake Meadows Subdivision No. 4 is declared bound by said Maintenance Agreement and Building and Use Restrictions limited to the extent of maintenance, repair and replacement of the storm water retention function of the pond and as may be required by the City of Troy. The proportionate share of the maintenance expense obligation for each lot shall be determined by the total actual cost of the City of Troy required maintenance, repair and replacement of the storm water retention function divided by the number of lots served by the retention pond. Payment shall be demanded when the work shall be completed and shall be due upon billing by the SM/LLMHA or City of Troy, as provided in the Maintenance Agreement.

The procedures outlined and remedies specified in the Covenant for Maintenance provisions recited in Paragraph 19 of said

Building and Use Restrictions are declared adopted by this reference and shall apply to each of the lots in Long Lake Meadows Subdivision No. 4 in favor of said SM/LLMHA.

No rights to any use of Meadow Lake Park within Long Lake Meadows Subdivision, other than the storm water drainage and retention function indicated above, may be claimed by the owners of lots in Lake Lake Meadows Subdivision No. 4 under this Agreement.

20. Tree Preservation Area:

a. Areas Defined -

All of that portion of the lot lying between a line eighty five (85') feet from and parallel to the front lot line of each of the lots and the rear lot line of each lot shall be deemed to be "tree preservation areas".

b. Tree Protection -

No standing, living deciduous or evergreen tree within the tree preservation areas shall be removed or deliberately damaged or destroyed, nor shall any person do any act or fail to do any act the result of which could reasonably be expected to cause damage to or destruction of any of said trees.

c. Development -

No building, outbuilding, addition, deck, patio, swimming or wading pool or other improvement or development of any kind, including the installation of underground utility or service lines, shall be permitted within the tree preservation areas if that improvement would require the removal or destruction of any such tree, or if such improvement could reasonably cause injury to or destruction of or inhibit the continued natural growth of any such tree.

d. Maintenance -

Nothing contained in this Article shall be construed to limit or prohibit within the tree preservation areas the removal of brush and scrub growth, the regular trimming, pruning and maintenance of the trees, the removal of diseased or dying trees or the trimming or removal of trees which could or might reasonably be expected to cause injury to persons or property if left untended.

e. Waiver -

The restrictions and limitations of this Article may be waived in whole or in part by the Architectural Control Committee in appropriate cases, in the sole judgement of the Committee, so long as the granting of such waiver does not substantially change the character of the tree preservation area.


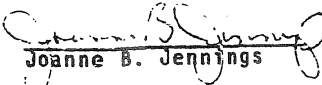
21. Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

22. Nothing herein provided shall constitute a waiver of, inapplicability of or invalidity of any current or future

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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.

WITNESSES:

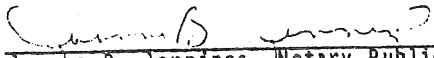

Richard A. Schoenherr

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 14th day of February, 1991, 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: January 9, 1995

DRAFTED BY AND WHEN RECORDED RETURN TO: _____
Harry F. Terbrueggen
201 W. Big Beaver Road, Suite 720
Troy, Michigan 48084-5297

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