Lexington Square Subdivision Declaration of Restrictions Summary

(Contact the Board of Directors for an OFFICIAL copy of these Restrictions)

Lexington Square Subdivision Declaration of Restrictions

1001 Service, Inc.
A Michigan Corporation
2001 First Federal Building
1001 Woodward Avenue
Detroit, Michigan 48226

Dated:
Acknowledged:
Recorded:
Liber:

THIS DECLARATION made on this 27th day of March, 1989, by 1001 Services, Inc., a Michigan Corporation, 1001 Woodward Ave., Detroit, Michigan 48226 herinafter referred to as the "GRANTOR".

WHEREAS, GRANTOR has become the proprietor of the premises known as Lexington Square Subdivision, of part of the northeast ¼ of Section 22, T.2.S., R.8.E., Canton Township, Wayne County, Michigan, an exact legal description of which is attached hereto as Exhibit A, and

WHEREAS, the plat of said Subdivision, having been duly approved by the proper governmental authorities, has been recorded in the office of the Register of Deeds for Wayne County in Liber 102 of Plats, Pages 93 to 96 inclusive, and

WHEREAS, it is the purpose and intention of this Declaration that all of the lots in said Subdivision shall be conveyed by the GRANTOR, subject to reservations, easements and building and use restrictions in respect to said Subdivision, and to insure the residential purposes, and to secure to each lot owner full benefits and enjoyment of his home, and to preserve the general character of the neighborhood.

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 by this instrument.

1. RESIDENTIAL LOTS: All lots in said Subdivision shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one (1)_single-private-family dwelling, with attached private garage for not less than two (2) cars, except as herein otherwise provided.

2. BUILDING LINES: No building, on any of said lots, shall be erected nearer than twenty five (25) feet to the front lot line, or nearer than seven (7) feet to a side lot line or nearer than twenty five (25) feet to the side-line of any corner, provided that the total of the two side yards shall not be less than fifteen (15) feet, or nearer than thirty five (35) feet to the rear lot line, except by written consent of the GRANTOR, which consent the GRANTOR is empowered to give. No dwelling shall be placed or erected on any lot having a width of less than sixty (60) feet at the minimum front building setback line.

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3. MINIMUM FLOOR SPACE: No dwelling shall be placed or erected on any lot which has a livable floor space of less than one thousand two hundred (1,200) square feet for single-story residences. Dwellings of one-and-one-half stories or two stories shall have a minimum livable floor space of one thousand four hundred (1,400) square feet with not less than one thousand (1,000) square feet on the first floor, not including porches or breezeways. Bi-level, tri-level and multi-level dwellings shall have a minimum livable floor space of one thousand four hundred (1,400) square feet. All single-story, one-and-one-half story and two story dwellings placed or erected on any lot shall have a full basement underneath all floor areas excluding those areas beneath family rooms, breezeways, utility rooms and garages. Livable floor space as used herein shall include actual area within the outer surface of the outside walls, not including any garage, carport, basement, unheated porches, breezeways or entrances.

4. LOT SIZE: No lot shall be reduced in size by any method whatsoever, without prior written consent of the GRANTOR or its authorized representatives. Lots may be enlarged by consolidation with one or more adjoining lots under one (1) ownership. In the event one or more lots are developed as a unit, all restrictions herein contained shall apply as to a single lot. In any event, no dwelling shall be erected, altered, placed or permitted to remain on any site smaller than one (1) lot as shown on the recorded plat.

5. TREES AND SOIL: No trees exceeding six (6) inches in diameter shall be removed or cut, nor shall surface soil be dug or removed from any lot for purposes other than building and landscaping of said lot, without prior consent of the GRANTOR or its authorized representatives.

6. EASEMENTS: Easements and rights of way for installation and maintenance of utilities and drainage facilities are hereby reserved as shown on the recorded plat. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of drainage of water through drainage channels in the easements. Planting or other lot improvements shall be allowed so long as access without charges or liability for damages will be granted (1) for the maintenance of utilities and storm drains installed or (2) for the installation of additional utilities and storm drains. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

The Planting Easement as shown on the plat of the Lexington Square Subdivision and the bermed area of each lot backing to Sheldon and Cherry Hill Roads shall be maintained by the owner of the lot. Each lot owner shall be responsible for keeping the grass mowed and any trees or shrubs trimmed.

7. NUISANCES: No noxious or offensive activity shall be conducted upon any lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood.

8. DRIVEWAYS: All driveways shall be padded with asphalt or concrete and shall be completed, weather permitting, prior to occupancy.

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9. TEMPORARY STRUCTURES: Trailers, tents, shacks, tool sheds, barns or any temporary buildings of any design whatsoever are expressly prohibited within this Subdivision and no temporary residence shall be permitted in an unfinished residential building. This shall not prevent the erection of a temporary storage building for materials and supplies to be used in the construction of a dwelling, which shall be removed from the premises on completion of the building, and shall not prevent the use by any builder or contractor of trailers for material storage or model offices during the period of construction in the Subdivision, provided the same shall be removed at the time of completion of such construction.

10. ANTENNA: No outside television antenna or other antenna, aerial, saucer or similar device shall be placed, constructed, altered or maintained on any lot, unless GRANTOR determined in its sole discretion that the absence of an outside antenna creates substantial hardship with respect to a particular lot.

11. SOLAR PANEL: No solar panel, solar collector or similar device shall be placed, constructed, altered or maintained on any lot.

12. SIGNS: No signs of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. Such signs as are allowed must be maintained in good condition at all times and removed on the termination of their use.

13. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets which may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

14. REFUSE AND STORED MATERIALS: No lot shall be used or maintained as a dumping ground or for outside storage of rubbish, trash, garbage or other materials. Other waste shall be kept in a sanitary container, properly concealed from public view.

15. FENCES: No fence of any kind shall be permitted to be erected, maintained or placed upon any lot lines between the front property line and the front building set back line, and no fence shall be more than four (4) feet in height, except that during the construction and sales period and in accordance with the display of model homes such provisions shall not apply; provided, however, that at the conclusion of the sales and construction periods, that provisions hereof shall thereupon be in full force and effect. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevation between 2 and 6 feet above the roadways shall be permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 25 feet from the intersection of a street property line with the edge of a driveway. No trees shall be permitted to remain at such distances of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines.

16. LANDSCAPING: Basic landscaping, including finish grading and seeding or sodding, must be completed within nine (9) months after date of occupancy.

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17. GENERAL CONDITIONS:

(a) No trailers, boats, boat trailers, campers, junk cars, motorcycles, motor homes or commercial vehicles other than those present on business may be parked in the Subdivision except within a private attached garage.

(b) No clotheslines or outside drying of laundry shall be permitted.

(c) All homes shall be equipped with an electric garbage disposal unit.

(d) All mailboxes shall be located uniformly with reference to the dwellings in accordance with post office requirements.

18. ARCHITECTURAL CONTROL:

(a) No building or other structure shall be constructed, erected or maintained, nor shall any addition, change or alteration to any structure be made (except interior alterations), until plans and specifications prepared by a competent architect showing the nature, kind, shape, elevation, façade, height, materials, color scheme, location on lot, proposed grading and drainage, and the approximate cost of such structure has been submitted to and approved in writing by the GRANTOR, and a copy of said plans and specifications as finally approved shall be kept permanently on file with GRANTOR.

(b) GRANTOR shall have the right to refuse to approve any such plans and specifications which are not suitable or desirable in its opinion for aesthetic or other reasons; and in so passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed building to the site upon which it is proposed, and the harmony as planned in 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, residential section; and if a disagreement on the points set forth in the paragraph should arise, the decision of the GRANTOR shall control.

(c) However, in the event the GRANTOR shall have failed to approve or disapprove such plans and location within thirty (30) days after the same shall have been delivered to the GRANTOR, 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.

19. HOMEOWNERS ASSOCIATION: There shall be created the Lexington Square Homeowners Association, a Michigan non-profit corporation organized for a perpetual term (hereinafter "ASSOCIATION"). Membership in the ASSOCIATION shall be mandatory. The ASSOCIATION shall consist of each original and any successive owner of a residential lot in Lexington Square Subdivision. After GRANTOR has transferred any and all rights, privileges and duties of supervision and control of the ASSOCIATION to the successive owner in accordance with Paragraph 25 herein, the owners of each lot shall be entitled to one (1) vote in the election of the ASSOCIATION'S officers and directors as well as the conduct of other ASSOCIATION business in accordance with its By-laws. The purpose of the ASSOCIATION shall be the maintenance and beautification of the common areas within the Subdivision including but not limited to the drainage retention area, and the conducting of such other ASSOCIATION business as shall be permitted by its By-laws.

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20. ANNEXATION OF ADDITIONAL LAND: GRANTOR reserves the right to, at any time in the future, amend this Declaration by making it applicable to one or more additional Subdivisions of land hereafter developed and platted by GRANTOR or its successor in the area described in Exhibit B, attached hereto. Any such Amendment to this Declaration shall require all Lot owners in the Homeowners Association subject to all covenants, restrictions, easements, charges and liens set forth herein. Such Amendment shall also provide the common area contained within the Lexington Square Subdivision and all future, added Subdivisions shall be reserved available for the use and benefit of all Lot owners in the Lexington Square Subdivision and all Subdivisions added pursuant to this paragraph. Additional Lots and common areas may be annexed to the Lexington Square Homeowners Association by GRANTOR without the consent or approval of the ASSOCIATION or its members. Annexation initiated by action of the ASSOCIATION shall require the consent of two-thirds of its members.

20. DUES FUND:

(a) All the land included in said plat, except streets and parks maintained for the general use of the owners of the land included in said tract and any land owned by the GRANTOR, shall be subject to an annual dues charged at a rate to be established from year-to-year. For purposes of this paragraph a "lot-owner" shall be defined as the fee owner or land contract purchaser of record of a lot. Dues shall not be increased more than then percent (10%) in any twelve (12) month period without the approval of two-thirds (2/3) of the lot-owners in the subdivision.

(b) Dues of the ASSOCIATION shall be collected prior to April 1, from all lot-owners on record as of January 1 of each year. There shall be no proration of dues for the first lot-owner. First lot-owners shall pay the full assessment due for that year in which they become lot-owners and the assessment shall become due within 30 days of their becoming lot-owners.

(c) In the event of emergencies, the ASSOCIATION shall have the authority to levy, without the need of obtaining lot-owner approval, such additional assessment or assessments as it shall deem necessary, notwithstanding what is in Paragraph 21 (a).

(a) The ASSOCIATION shall have the authority to establish rules, regulations and policies for the betterment of the ASSOCIATION, including the authority to make and enforce regulations pertaining to the use and maintenance of the open space and common areas in the Subdivision which shall be binding upon the lot owners. The ASSOCIATION shall have a lien against the lots to enforce the collection of dues not paid by April 1 of each year. Any such sums assessed against the owner by the ASSOCIATION shall constitute a lien on the property. Notice of the lien shall be recorded in the Office of Register of Deeds for Wayne County and served on the owner at least ten (10) days in advance of commencement of any foreclosure proceedings. Said lien shall contain a power-of-sale and shall be foreclosed in accordance with the laws regulating the foreclosure by advertisement of real estate mortgages.

22. SALES AGENCY: Notwithstanding anything to the contrary herein contained, the GRANTOR or any builder or builder's sales representative authorized by GRANTOR may construct and maintain a sales agency office, together with a sign of not more than fifty (50) square feet of front surface, on a lot of their choosing in the Subdivision until such time as all of the lots in the Subdivision have been sold by them.

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23. TERM OF RESTRICTIONS: All the restrictions, conditions, covenants, charges and agreements contained herein shall continue in full-force and effect for a period of twenty-five (25) years from the date of recording hereof and shall automatically be continued thereafter for successive periods of ten (10) years each, provided however, that after ten (10) years from the date of recording hereof, the owner of the fee of two-thirds (2/3) 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 purpose and recording the same in the Office of the Register of Deeds for Wayne County.

24. ENFORCEMENT: The GRANTOR, the ASSOCIATION, or any individual lot-owner shall be entitled to enforce any of the provisions hereof. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Failure to enforce any of the covenants herein contained shall in no event be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto.

25. ASSIGNMENT OF GRANTOR'S RIGHTS: At any time after the GRANTOR has sold fifty percent (50%) of the lots in said Subdivision and the construction of homes has been completed on fifty percent (50%) of the lots in said Subdivision, the GRANTOR may, and after eighty percent (80%) of such lots have been sold to homeowners, GRANTOR shall, assign or transfer any and all rights, privileges and duties of supervision and control in connection with these restrictions which are reserved herein to the GRANTOR to the ASSOCIATION, provided, however, that the GRANTOR reserves the right of ARCHITECTURAL CONTROL granted to them under paragraph 18(a), 18(b) and 18(c) until such time as construction has been completed on one-hundred percent (100%) of the lots in said Subdivision. Upon the execution and recording of appropriate instruments of appointment by the GRANTOR, said ASSOCIATION shall thereupon have and exercise all rights reserved to the GRANTOR in the Declaration, and the GRANTOR shall be fully released and discharged from further obligations and responsibilities in connection therewith.

26. GRANTOR reserves the right (by written instrument signed, acknowledged and recorded with the Wayne County Register of Deeds) to modify, amend restate, waive or repeal any or all of the provisions herein contained with respect to all or any particular lot within the Subdivision. Any such modification, amendment, restatement, waiver or repeal may be made retroactive to the date hereof.

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