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DECLARATION

LI19070 PA831

OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by DOVER HOMES COMPANY, a Michigan Corporation, 2900 West Maple Road, Troy, Michigan 48084 hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the Township, of Plymouth, County of Wayne, State of Michigan, which is more particularly described as:

Lots 186 through 371 inclusive, and Trailwood Park "A" (Private Park) and Trailwood Park "B" (Private Park) of Trailwood Subdivision No. 2, part of Section 27, 33 and 34, Town 1, South, Range 8 East, Plymouth Township, Wayne County, Michigan, according to the plat thereof as recorded in Liber 95 of Plats, Pages 52 to 54 inclusive, Wayne County Records.

WHEREAS, Declarant executed a certain Declaration of Restrictions dated June 25, 1974 covering the above described properties and

WHEREAS, the Declarant desires to make certain modifications to said Declaration of Restrictions, and

WHEREAS, the Declarant is the Owner of seventy five percent (75%) or more of the lots in said properties and in accordance with Section 25 of the Declaration of Restrictions dated June 25, 1974 is entitled to cancel, alter, amend or modify said Restrictions.

NOW THEREFORE, Declarant hereby cancels and terminates the above referred to Declaration of Restrictions and substitutes in place of same the subject Declaration of Covenants, Conditions and Restrictions and hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding upon all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

RECORDED APR 14 1975 AT 1206 O'CLOCK  
BERNARD J. YOUNGBLOOD, Register of Deeds  
WAYNE COUNTY, MICHIGAN 48226

Section 1. "Association" shall mean and refer to Trailwood Homeowners Association, a Michigan Non-Profit Corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Trailwood Park "A" 9.3779 acres (Private Park)

Trailwood Park "B" 0.4304 acres (Private Park)  
of Trailwood Subdivision No. 2, part of Sections 27, 33 and 34, Town 1, South, Range 8 East, Plymouth Township, Wayne County, Mich. according to the plat thereof recorded in Liber 95 of Plats, Pages 52 to 54 inclusive, Wayne County Records.

The "Common Area" is also referred to as "Open Space Area" in the Subdivision Open Space Agreement with Plymouth Township hereinafter referred to in Article VI, Section 6.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Dover Homes Company, a Michigan Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of each class of members has been recorded and provided further, that no such dedication or transfer or determination as to the conditions thereof shall be effective unless the prior consent thereto of the Township of Plymouth by and through it's Township Board of Trustees shall have first been obtained.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners, with the exception of the Declarant, and it's builder/purchasers and shall have no voting rights until the happening of either of the following events, whichever occurs earlier:

A. At such time as the number of Class A members is equal to seventy five percent or more of the number of votes of the original Class B members as hereinafter defined.

B. On November 1, 1979

Upon the happening of the first to occur of said events then and in that event the Class A members shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B members shall be the Declarant and/or it's builder/purchasers entitled to one vote for each lot owned.

## COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Lot owned with the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Twenty Five Dollars (\$25.00) per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 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

ly for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement 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.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate within each membership class for all lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

BUILDING AND USE RESTRICTIONS

Section 1. No structure shall be erected, altered or permitted to remain on any lot in TRAILWOOD SUBDIVISION NO. 2 other than one detached, single family dwelling, and occupied by a single family for residential purposes only. Out-buildings are prohibited. All residences shall be constructed with two car or three car attached garages which garages shall be erected simultaneously with the residences. For the purposes of complying with side yard and set back requirements all attached garages shall be considered an integral part of the residence.

No commercial vehicles in excess of one ton capacity shall be stored upon any lot at any time. Commercial vehicles of one ton capacity or less shall be stored in enclosed garages. Vehicles or parts of vehicles presenting an objectionable appearance because of conditions or state of disrepair shall be prohibited.

Section 2. All dwellings erected or placed in the subdivision shall have a ground floor area of the main structure, exclusive of one-story porches, open or enclosed breezeways and garages, of not less than 1300 square feet in the case of a one-story structure with a basement; not less than 900 square feet in the case of a story-and-a-half structure; not less than 800 square feet in the case of a two-story structure. Tri-level homes shall have not less than 1000 square feet on one level; one-story homes without basements shall have not less than 1500 square feet of ground floor area. Rear-facing basements shall not be considered as part of the living area.

Section 3. For the purpose of these restrictions a one-story dwelling shall be considered a dwelling in which the entire useable living area is on one floor; a story-and-a-half dwelling shall be considered a dwelling in which substantially one-third of the useable living area is on the second floor; a two-story dwelling shall be considered a dwelling in which the useable living area is substantially equally divided between the first and second floors; a tri-level dwelling shall be considered a dwelling having three separate distinct levels of living area, excluding basements; a bi-level dwelling shall be considered a dwelling having two separate levels of living area, the lower level having at least one-half of its height above the front grade level.

Section 4. All residences shall have finished exteriors of brick, stone, wood, or aluminum siding, or a combination thereof. Visible exteriors of cement, slag or cinder bloc, asbestos siding stucco, concrete or imitation brick are prohibited.

Section 5. No structure shall be erected within ten (10) feet of any side lot line unless the total of both side yards is a minimum of twenty (20) feet and one of the side yards is a minimum of 10 feet. A rear yard of not less than fifty (50) feet shall be maintained on each lot except that rear yards may be reduced to not less than forty (40) feet when rear yards border on common area dedicated to the common use of the Subdivision. Anything to the contrary notwithstanding the aforementioned yard requirements shall apply unless the Township of Plymouth will permit a lesser requirement.

Section 6. All dwellings shall be located not less than thirty (30) feet from the front lot line. On any lot having a curved front lot line the dwelling shall be located thirty (30) feet from the middle point of the front lot line. Any enclosed projection forming a part of the residence shall be construed as part of the residence and must be constructed within the building line. Dwellings on corner lots shall be located thirty (30) feet from both the front and the side streets.

Section 7. All vehicular ingress and egress to any lot which is located on a cul-de-sac and which also adjoins a side street shall be permitted only from the cul-de-sac and not from the side street.

Section 8. No animals, livestock or poultry of any kind shall be bred or kept on any lot, except that a dog, cat or other household pet may be kept, provided that said pets shall not become an annoyance or nuisance to the neighborhood.

Section 9. An easement is reserved as shown on the recorded plat over each of the said lots for the installation and maintenance of public utilities, and no structure of any kind shall be erected or maintained upon the easements.

Section 10. Residence in any temporary building of any description is prohibited, and no temporary building shall be erected except a storage building for materials and supplies to be used in the construction of a dwelling which shall be removed upon completion of the dwelling. Boats and trailers of any type including mobile-housing units must be stored in an enclosed garage. Temporary sales offices and storage sheds are allowed for the period of construction and sales in the subdivision.

Section 11. No fence, wall or screen shall be permitted on any lot in the subdivision unless required by an agency of government having jurisdiction in the premises.

Section 12. Old buildings may not be moved on to any lot in the subdivision, and no used materials except reclaimed brick may be used in construction.



Section 13. No signs of any kind shall be erected or maintained in the subdivision except one sign not to exceed five square feet advertising the property for sale or for rent or signs used by a builder to advertise the property during the construction and sales period. All signs must be maintained in good condition at all times and must be removed upon the termination of the use.

Section 14. Dumping of rubbish, trash, garbage or other waste is strictly prohibited. All trash and waste shall be kept in sanitary containers and all such containers and all incinerators and similar equipment shall be kept in a clean and sanitary condition.

Section 15. No noxious or offensive activity shall be carried on upon any of the lots in said subdivision nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 16. The development plan approved by the Township Engineer and filed with the Township Clerk is hereby made a part of these restrictions, and yard drainage and grading shall be maintained in accordance with the grades indicated on the said plan.

## ARTICLE VI

### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or thereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less

than ninety percent (90%) of the Lot Owners and PLYMOUTH TOWNSHIP, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners and PLYMOUTH TWP. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the properties with the consent of two thirds (2/3) of each class of members.

It is contemplated that the Declarant will at some future date amend this Declaration of Covenants, Conditions and Restrictions by adding a Common Area or Areas which are to be part of the proposed TRAILWOOD SUBDIVISION NO. 3 and subjecting the lots in said proposed subdivision in addition to the lots in TRAILWOOD SUBDIVISION NO. 2 to the within Declaration.

Anything to the contrary notwithstanding, the Declarant may amend this Declaration as aforesaid without the Lot Owners consent by recording an appropriate instrument signed by the Declarant and said instrument shall provide that all of the Common Areas in each of said Subdivisions shall be for the use and benefit of all residents of both TRAILWOOD SUBDIVISION NO. 2 and TRAILWOOD SUBDIVISION NO. 3.

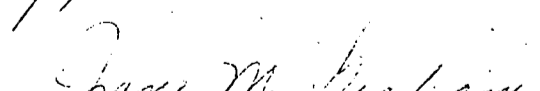
Section 5. FHA/VA Approval. As long as there is a Class B Membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 6. Subdivision Open Space Agreement. The Declarant and all lot owners are also governed by the terms and conditions of an agreement entered into with the Plymouth Twp., dated April 9, 1975, entitled Subdivision Open Space Agreement, as recorded in Liber 19070, Pages 814, Wayne County Records.

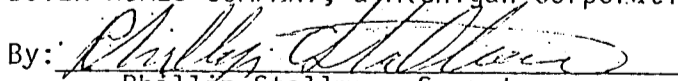
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this ninth day of April, 1975

WITNESSES:

  
Richard L. Komer

  
Jane M. Graham

DOVER HOMES COMPANY, a Michigan Corporation

By:   
Phillip Stollman, Secretary

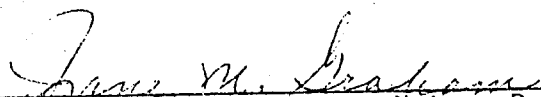
STATE OF MICHIGAN

COUNTY OF WAYNE

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} SS  
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On this ninth day of April, 1975 before me personally appeared PHILLIP STOLLMAN to me personally known, who being by me duly sworn did say that he is the Secretary of DOVER HOMES COMPANY, the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said PHILLIP STOLLMAN acknowledged said instrument to be the free act and deed of said corporation.

My commission expires:  
October 13, 1975

  
Jane M. Graham Notary Public  
Oakland County, Michigan  
Acting in Wayne County

DRAFTED AND WHEN RECORDED RETURN TO:

Richard L. Komer  
2900 W. Maple Road  
Troy, Michigan 48084