

RECORDED March 13, 1979
1:36p.m.

SUBDIVISION BUILDING AND USE RESTRICTIONS

LAUREL PARK SOUTH SUBDIVISION _____ Plat, Liber 98, Pages 89,
90 and 91, Wayne County
Records.

LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. Except for temporary structures used in connection with the initial sale or construction of homes, no structure shall be erected, altered, placed or permitted to remain on any lot or building plot other than one detached single-family... Private dwelling not to exceed two stories in height and having an attached garage for not more than three cars. No homes with detached garages will be allowed.

No structure shall be erected, altered, placed or permitted to remain on any lot or building plot not having a minimum frontage at the building set-back line of at least eighty (80) feet and an area of at least Nine thousand six hundred feet (9,600). However, nothing herein contained shall be construed to prohibit the sale by an owner of land in excess of the minimum frontage or square foot area to an owner of adjoining lot or lots.

RESIDENTIAL STRUCTURE SIZE

No one-story residential structure having less than One thousand five hundred (1,500) square feet of livable area shall be erected or placed on any lot or building plot in this subdivision; nor shall any bi-level, one and one-half story, or two-story residences be permitted having less than One thousand seven hundred (1,700) square feet of livable area as measured at the foundation line; nor shall any tri-level residence be permitted having a total combined area on all three levels of less than One thousand eight hundred (1,800) square feet of livable area.

With reference to the term "livable area", this shall be exclusive of any garages, open porches or basements.

PROHIBITED STRUCTURES

No trailer, basement, tent, shack, garage or barn shall be used as a residence either temporarily or permanently. No trailer, tent, shack, storage shack, or other outbuildings other than a garage shall be erected or placed on any lot or building plot. In the event an owner or an occupant shall have a private trailer, truck, boat or commercial vehicle, the same shall be housed in a suitable private garage at all time. Nothing herein contained shall be construed to prohibit the use of temporary structures, shacks or trailers in connection with the initial construction and sale of homes.

BUILDING LOCATION AND SET-BACK LINES

No building shall be erected, altered, or placed on any lot or building plot nearer than Thirty-five (35) feet to the front lot line or nearer than Eighteen (18) feet to any side street lot line. All Lots or building plots having residences with attached garages or carports shall have two side yards of not less than Eight (8) feet each.

Provided further, that it is understood that with respect to side-yard, front-yard, or rear-yard set-backs, in the event that any of the foregoing requirements are not in compliance with the ordinances of the City of Livonia, the zoning ordinances of the City of Livonia shall control at the time of issuance of building permits.

EASEMENTS

Easements for installation of public utilities and drainage facilities are shown of the recorded plat. Within these easements, no structure, planting, built-up planting bed, or other material shall be placed or permitted to remain which may interfere with the installation or maintenance of utilities

or which may change the direction or flow of drainage water in the easements. The finish grade of a lot as established by the City of Livonia shall be maintained unchanged by the lot owner. Except as may otherwise be provided herein each owner shall maintain the surface area of easements on his property to keep grass and weeds out, to keep the area free of trash and debris, and to take such action as may be necessary to eliminate or minimize surface erosion.

FENCES

Only ornamental wire fences not exceeding Four (4) feet in height shall be erected, placed, altered, or permitted within Five (5) feet of any building plot or lot line, except ornamental posts not exceeding Six (6) feet in height may be used.

It is the intention to prohibit solid fences of boards, planks, or logs. masonry walls having footings not less than Forty-two (42) inches below soil line may, however, be erected with the written consent of the subdivision Community Association.

LOCATION OF FENCES, WALLS AND HEDGES

No fence, wall, or hedge shall be located on any lot or building plot nearer to any front street than from rear of house.

SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between Two (2) and Six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points Twenty-five (25) feet from the intersection of the street lines, or in the case if a rounded corner from the intersection of the street property lines extended. The same sight line limitation shall apply on any lot within Ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

SIGNS

No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot in area for the purpose of advertising the property for sale or rent. Signs used by a building to advertise the property for sale or model homes may be of any number and size.

ANIMALS LIVESTOCK AND POULTRY

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 not exceeding three (3) in number may be kept provided they are not kept, bred, or maintained for any commercial purpose. No dog houses to be permitted without the approval of the subdivision Community Association. Otherwise, pets to be kept in house.

GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Every residential structure shall be provided with an approved type garbage disposal unit. All incinerators or other equipment on premises for the disposal of rubbish or garbage shall be kept in a clean and sanitary condition.

PROHIBITED TRADES AND ACTIVITIES

No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance to the neighborhood. No auto repairing or overhauling of autos to be done on premises.

DOG KENNELS

Dog kennels or shelters for permitted animals shall be permitted, only with the approval of the subdivision association.

No radio or television antenna shall be permitted other than the type commonly used for domestic, residential use. Neither shall any radio or television antenna or aerial be permitted which exceeds Eight (8) feet in height above the roof of any structure of which is erected on any separate post, pole, or tower, of any sort, unless approved by the subdivision association and City of Livonia.

SUBDIVISION ASSOCIATION

The undersigned proprietor and developer, Ager Building Company, will form a Michigan Non-profit corporation, known as Laurel Park South Community Association, which shall be the Community Association for this subdivision.

1. The Community Association shall be governed by a Board of Directors appointed by the developer until a house has been built and occupied on 10% of the lots in this subdivision, thereafter, such Directors shall be elected by the members of the Community Association.

2. The Community Association shall consist of the owners of lots in this subdivision.

3. The Board of Directors of the Community Association shall adopt by-laws for the government of the Association as they deem suitable.

4. The primary purposes of the Association will be to raise funds, thru an annual maintenance charge to all lot owners, to maintain the subdivision entrances, markers, landscaping, etc.

Also, to enforce the conditions of these restrictions.

GENERAL PROVISIONS

These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of Thirty-five (35) years from and after the date of recording of this agreement, after which date said covenants shall be automatically extended for successive periods of Ten (10) years each, unless an instrument signed by the owners of record of a majority of the lots in the subdivision has been recorded changing or modifying said Restrictive Covenants in whole or in part.

ENFORCEMENT

Enforcement of these Restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages and may be brought by any person owning any lots or sites hereinabove described.

SEVERABILITY

Invalidation of any one of these covenants by judgement or decree shall in nowise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, AGER BUILDING COMPANY, a Michigan Corporation, has caused its hand and seal to be affixed hereto this 13th day of March, 1979.

IN THE PRESENCE OF:

Carolyn A. Danielak
Carolyn A. Danielak
Frederic C. [Signature]
Frederic C.

AGER BUILDING COMPANY
A Michigan Corporation

By: [Signature]
Irwin Ager, President

By: [Signature]
Martin Leschman, Secretary

DOING BUSINESS AT:
27620 Farmington Rd., Farmington Hills, MI
48018

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

On this 13th day of March, 1979, before me personally appeared Irwin Ager and Martin Leschman, to me personally known, who being by me sworn, did each for himself say that they are respectively the Vice President and Secretary of AGER BUILDING COMPANY, the corporation named in and which executed the within instrument, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said Irwin Ager and Martin Leschman acknowledged said instrument to be the free act and deed of said corporation, and that said corporation has no corporate seal.

My Commission expires:

Carolyn A. Danielak
Carolyn A. Danielak, Notary Public.

ADDENDUM TO
SUBDIVISION BUILDING AND USE RESTRICTIONS

LAUREL APRK SOUTH SUBDIVISION ----- Plat, Liber 98, Pages 89,
90, and 91, Wayne County
Records.

BUILDING AND USE RESTRICTIONS ----- Deed, Liber 20443,
Page 742
Register No. G389851
Recorded: March 13, 1979

Under the heading "Prohibited Structures" the Building and Use
Restrictions are ammended to read as follows:

PROHIBITED STRUCTURES

No trailer, basements, tent, shack, garage or barn shall be used as a
residence either temporarily or permanently. No trailer, tent, shack, storage
shack, or other outbuildings other than a garage shall be erected or placed
on any lot or building plot. In the event an owner or an occupant shall have
a private trailer, truck, boat or commercial vehicle, the same shall be housed
in a suitable private garage at all time. Nothing herein contained shall be
contrued to prohibit the use of temporary structures, schacks or trailers in
connection with the initial construction and sale of homes.

No residential structure shall be erected entirely on a concrete slab
for the sole purpose of elimination of a basement.

IN WITNESS HEREOF, the undersigned, AGER BUILDING COMPANY, a Michigan
Corporation, has caused its hand and seal to be affixed hereto this 12th
day of November, 1981.

IN THE PRESENCE OF:

AGER BUILDING COMPANY,
a Michigan Corporation

Carolyn A. Stanton
Carolyn A. Stanton

By: Irwin Ager
Irwin Ager, President

Fred Cox
Fred Cox

By: Martin Leshman
Martin Leshman, Secretary

DOING BUSINESS AT:
27620 Farmington Rd., Farmington Hills, MI
48018

STATE OF MICHIGAN)
) ss
County of Oakland)

6629280

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By-Laws, Laurel Park South Community Association

1. Legal operation shall be under Act 327, Public Acts of Michigan of 1931.
2. Geographical boundaries of the Association shall be as defined by the City of Livonia.
3. Objectives of the Association are to preserve or enhance property values in this sub-division.
4. Membership in this Association is limited to resident homeowners who have paid dues and special assessments (if any) during the current fiscal year which extends from July 1 to June 30 on an annual basis. Each dues and assessment paying household shall be entitled to one vote in Association matters.
5. The Association may be dissolved if residential membership drops to less than 50% (56 members) during any fiscal year.
6. The officers of the Association shall be the President and the Treasurer.
7. The Board of Directors of the Association shall consist of the President, the Treasurer, and two or three Directors depending upon the number of volunteers for these positions. Members of the Board shall be elected by majority vote of the membership who vote in Association elections, which shall be held annually. No two Board members can be from the same household.
8. The term of office of the members of the Board shall normally be one year unless volunteers cannot be found from the membership to run for the various office/offices. If volunteers cannot be found to run for the various office/offices, incumbent members of the Board may remain in office until they choose to do otherwise.
9. In case of one or more vacancies on the Board, the Board may call a special election to replace the vacant member(s) or continue with a smaller Board until the next annual election.
10. Dues normally will be ^{\$25 KZH} \$20 per year per resident household. Special assessments may be requested by the Board for appropriate situations. Local businesses and professional offices may be solicited for contributions.
11. Members of the Board shall be insured at the Association's expense to protect Board members from liability lawsuits associated with Association matters.
12. Expenditures of Association monies shall be determined by majority vote of the Board or upon majority vote of the membership at a General Membership meeting which may be called as appropriate.