

Laurelwood

# **Laurelwood Homeowner Association**

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*Issued July, 1997*



# **1. Description of Property**



LAURELWOOD SUBDIVISION  
METES AND BOUNDS DESCRIPTION OF LAND

Part of the E. 1/2 of the S.E. 1/4 of Section 11, T. 2N., R. 11 E., City of Troy, Oakland County, Michigan, described as beginning at the E. 1/4 corner of said Section 11; thence from said point of beginning S.00°22'40"E. 1776.16 feet along the East line of said Section 11 also being the center line of John R Road; thence S.89°34'30"W. 60.75 feet; thence S.78°34'23"W. 145.13 feet; thence 56.70 feet along the arc of the curve to the right, said curve having a radius of 310.00 feet; a central angle of 10°28'46", a chord length of 56.62 feet; and a chord bearing of S.05°40'55"E.; thence S.00°27'06"E. 102.31 feet; thence N. 89°34'30"E. 197.85 feet; thence S.00°22'40"E. 60.00 feet; along said East Section line also being the Centerline of John R Road; thence S.89°34'30"W. 257.78 feet; thence N.00°27'06"W. 162.29 feet; thence 56.58 feet along the arc of a curve to the left, said curve having a radius of 250.00 feet; a central angle of 12°58'01", a chord length of 56.46 feet, and a chord bearing of S.06°55'33"E.; thence S.89°34'30"W. 456.14 feet; thence S.00°22'40"E. 382.00 feet; thence N.89°34'30"E. 10.00 feet; S.00°22'40"E. 260.00 feet to a point on the South line of said Section 11 also being the Centerline of East Long Lake Road; thence along said line S.89°34'30"W. 620.00 feet; thence N.00°22'22"W. 2441.34 feet; thence N.89°22'00"E. 1326.55 feet along the East and West 1/4 line of Section 11, to the Point of Beginning and containing 64.41 acres more or less.

027529

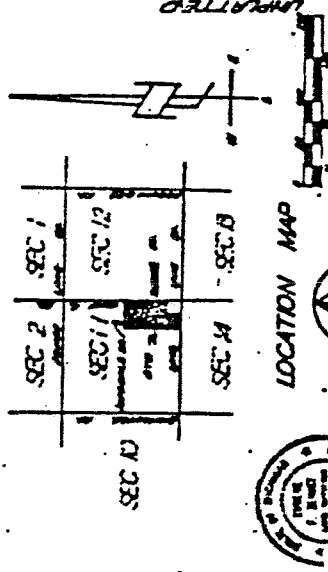
*Exhibit "A"*



# LAURELWOOD SUB.

PART OF THE E. 1/2 OF THE  
S.E. 1/4 OF SECTION 11, T.2N., R.  
11E, CITY OF TROY, OAKLAND  
COUNTY, MICHIGAN

**EXPLANATION**  
ALL DIMENSIONS ARE IN FEET. ALL DIMENSIONS ON THE CURVE ARE  
MEASURED ALONG THE ARC.  
(1) SHOWS RADIAL LOT LINE.  
ALL LOT NUMBERS ARE 1/2" FROM PLATS AND ARE 1/4" LONG. THE SYMBOL (a)  
INDICATES A CONCRETE MONUMENT.  
ALL BEARINGS ARE IN RELATION TO THE SAME LINE OF "TOWNERS" JOHN D.  
FARMY" SUBDIVISION AS RECORDED IN LIECH 42, PAGE 111 OF SULLIVAN  
COUNTY PLATS.  
ALL SIZES AND BEARINGS FROM RADIALS ARE 1/4" PLAINLY EASYMENT FOR PUBLIC  
UTILITIES AND DRAINAGE. EXCEPT WHERE OTHERWISE NOTED.



LOCATION MAP

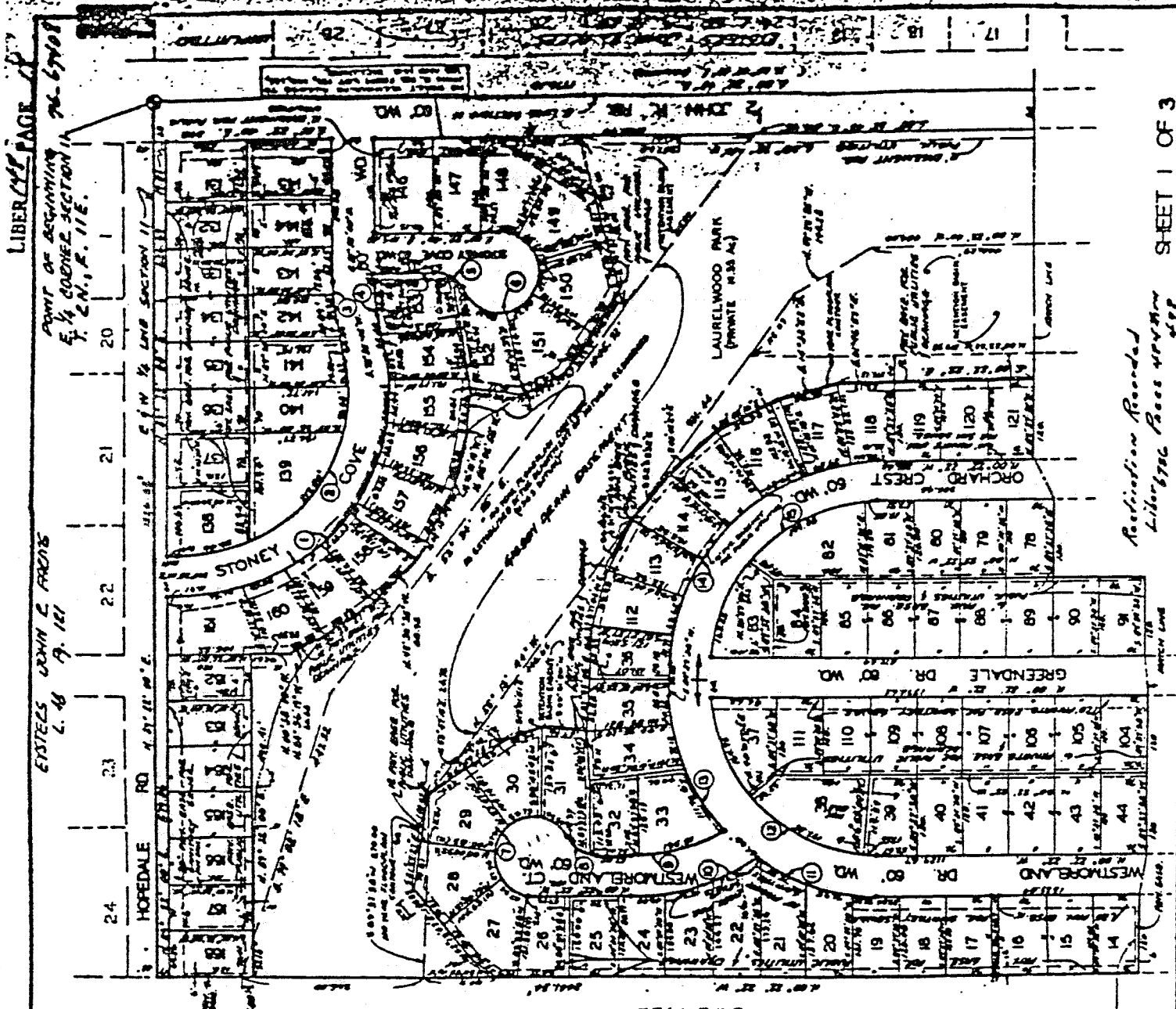


NO SCALE

CURVE DATA

LINE	POB	ARC	CHORD	BEARING	CHORD	LENGTH
1	445.48	100.00	100.00	0° 00' 00"	100.00	100.00
2	445.48	100.00	100.00	0° 00' 00"	100.00	100.00
3	445.48	100.00	100.00	0° 00' 00"	100.00	100.00
4	445.48	100.00	100.00	0° 00' 00"	100.00	100.00
5	445.48	100.00	100.00	0° 00' 00"	100.00	100.00
6	445.48	100.00	100.00	0° 00' 00"	100.00	100.00
7	445.48	100.00	100.00	0° 00' 00"	100.00	100.00
8	445.48	100.00	100.00	0° 00' 00"	100.00	100.00
9	445.48	100.00	100.00	0° 00' 00"	100.00	100.00
10	445.48	100.00	100.00	0° 00' 00"	100.00	100.00
11	445.48	100.00	100.00	0° 00' 00"	100.00	100.00
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14	445.48	100.00	100.00	0° 00' 00"	100.00	100.00
15	445.48	100.00	100.00	0° 00' 00"	100.00	100.00
16	445.48	100.00	100.00	0° 00' 00"	100.00	100.00
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39	445.48	100.00	100.00	0° 00' 00"	100.00	100.00
40	445.48	100.00	100.00	0° 00' 00"	100.00	100.00
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60	445.48	100.00	100.00	0° 00' 00"	100.00	100.00
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66	445.48	100.00	100.00	0° 00' 00"	100.00	100.00
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91	445.48	100.00	100.00	0° 00' 00"	100.00	100.00
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99	445.48	100.00	100.00	0° 00' 00"	100.00	100.00
100	445.48	100.00	100.00	0° 00' 00"	100.00	100.00

4.01' 31" 30' 00"



LIBER 48 PAGE 18  
POINT OF BEGINNING  
E. 1/4 CORNER SECTION 11  
T. 2N., R. 11E.

Reduction Recorded  
Libertine Press 4/24/1911  
SHEET 1 OF 3



PART OF THE E. 1/2 OF THE  
S.E. 1/4 OF SECTION 11 T.2 N.R.  
11 E. CITY OF TROY OAKLAND  
COUNTY, MICHIGAN

ALL TIME AND RENT TENDERS AND 6. PRIVATE TENDERS FOR PUBLIC UTILITIES AND RAILROADS. - EXCEPT WHERE OTHERWISE NOTED.



LINE	NO.	NO.	ARC	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH
1	7	112.00	42.71	27.01	6.22	122.31
2	7	112.00	42.71	27.01	6.22	122.31
3	7	112.00	42.71	27.01	6.22	122.31
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6	7	112.00	42.71	27.01	6.22	122.31
7	7	112.00	42.71	27.01	6.22	122.31
8	7	112.00	42.71	27.01	6.22	122.31
9	7	112.00	42.71	27.01	6.22	122.31
10	7	112.00	42.71	27.01	6.22	122.31
11	7	112.00	42.71	27.01	6.22	122.31
12	7	112.00	42.71	27.01	6.22	122.31
13	7	112.00	42.71	27.01	6.22	122.31
14	7	112.00	42.71	27.01	6.22	122.31
15	7	112.00	42.71	27.01	6.22	122.31
16	7	112.00	42.71	27.01	6.22	122.31
17	7	112.00	42.71	27.01	6.22	122.31
18	7	112.00	42.71	27.01	6.22	122.31
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20	7	112.00	42.71	27.01	6.22	122.31
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27	7	112.00	42.71	27.01	6.22	122.31
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29	7	112.00	42.71	27.01	6.22	122.31
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37	7	112.00	42.71	27.01	6.22	122.31
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39	7	112.00	42.71	27.01	6.22	122.31
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41	7	112.00	42.71	27.01	6.22	122.31
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53	7	112.00	42.71	27.01	6.22	122.31
54	7	112.00	42.71	27.01	6.22	122.31
55	7	112.00	42.71	27.01	6.22	122.31
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57	7	112.00	42.71	27.01	6.22	122.31
58	7	112.00	42.71	27.01	6.22	122.31

[illegible]

EXAMINED AND APPROVED  
Date Aug 18 1976

Benjamin  
Almon Smith  
Highway  
School

U. S. COMPANY OF THE UNITED STATES  
F. B. I. A. N. S.





## **2. Bylaws of Laurelwood Homeowner Association**



BYLAWS  
OF  
LAURELWOOD HOMEOWNER ASSOCIATION

ARTICLE I

NAME AND LOCATION: The name of the Corporation is LAURELWOOD HOMEOWNER ASSOCIATION, hereinafter referred to as the "Association". The principal office of the Corporation shall be located at 200 First Federal Building, 1001 Woodward Avenue, Detroit, Michigan 48226, but meetings of members and directors may be held at such places within the State of Michigan, as may be designated by the Board of Directors.

ARTICLE II

Section 1. "Association" shall mean and refer to LAURELWOOD HOMEOWNER ASSOCIATION, a Michigan nonprofit corporation, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions as stated below and such additions thereto as may hereafter be brought within the jurisdiction of the Association:

Lots 1 through 168 inclusive, and Laurelwood Park (Private Park) of Laurelwood Subdivision, Part of the East 1/2 of Section 11, T2N., R11E., City of Troy, Oakland County, Michigan, according to the plat thereof, as recorded in Liber 148, of Plats, Pages 18-20 inclusive, Oakland County Records.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners described as follows:

Laurelwood Park (Private Park) consisting of 14.5 acres and being part of Laurelwood Subdivision according to the plat thereof as recorded in Liber 148 of Plats, Pages 18-20, Oakland County Records.

Section 4. "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 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the 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 6. "Declarant" shall mean and refer to 1001 SERVICES, INC., 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.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Oakland County Register of Deeds.

Section 8. "Member" shall mean and refer to those persons entitled to membership according to the Declaration.

### ARTICLE III

#### MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the

members shall be held within one year from the date that 75% of the Lots in the Subdivision have been sold to Owners other than the Declarant or its Builder-Purchasers; and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of eight o'clock p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of one fourth of the Association members who are entitled to vote.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Each member shall register his address with the Secretary and Notices of Meetings shall be mailed to him at such address. Such Notice shall specify the place, day and hour of the meeting, and in the case of a Special Meeting, the purpose of the meeting. If the business of any meeting shall involve any change in the basis or maximum amount of assessments set forth in Article IV, Section 3 of the Declaration to which the subdivision is subject and recorded or any special assessments therein authorized, notice of such meeting shall be given or sent as therein provided.



Section 4. Quorum. The presence at the meeting of one-tenth (1/10) of the Association's members entitled to vote shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

#### ARTICLE IV DIRECTORS

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors (hereinafter "Board"), who need not be members of the Association. Prior to the first annual meeting of the members of the Association, the Board shall number three (3) Directors who shall hold office until the first annual meeting. After the first annual meeting the Board shall number nine (9) Directors.

Section 2. Term of Office. At the first annual meeting the members shall elect three Directors for a term of one year, and three Directors for a term of two years and at annual meetings thereafter the members shall elect three Directors for a term of three years.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Vacancies. Vacancies in the Board shall be filled by the majority of the remaining Directors, any such appointed Director to hold office until his successor is elected by the members, who may make such election at the next annual meeting of the members or at any special meeting duly called for that purpose.

Section 5. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 6. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

## ARTICLE V

### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations

may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or nonmembers.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VI DIRECTOR'S MEETINGS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President or any officer of the Association, or by any two Directors, after not less than three (3) days' notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) Adopt and publish rules and regulations governing the use of the Open Space Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days for infraction of the published rules and regulations.
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

- (d) Declare the Office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) Employ a manager, an independent contractor, professional contractors for maintenance, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors after the first annual meeting of members of the Association to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
  - (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; and
  - (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
  - (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has

been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificates shall be conclusive evidence of such payment;

- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) cause the Common Area to be improved, maintained, and preserved, as is more fully defined in the Declaration;
- (h) comply with the requirements of the Subdivision Open Space Agreement entered into with the City of Troy;
- (i) to exercise for the Association all powers, duties and authority vested in or delegated to the Association.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of the Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each Annual Meeting of the members and shall be by majority vote of the Directors.

Section 3. Term. The Officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he

shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment of the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Duties. The duties of the officers after the first annual meeting of members of the Association are as follows:

#### PRESIDENT

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and may sign all checks and promissory notes.

#### VICE PRESIDENT

(b) The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

#### SECRETARY

(c) The Secretary shall record the votes and keep the Minutes of all Meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

#### TREASURER

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors provided however, that a resolution of the Board of Directors shall not be necessary for disbursement made in the ordinary course of business activity conducted within the limits of a budget adopted by the Board; may sign all checks and promissory notes of the Association, keep proper books of account, cause an annual audit of the Association books to be made by a Certified Public Accountant at the completion of each fiscal year; and shall prepare



an annual budget and a statement at its regular annual meeting and deliver a copy of each to the members.

## ARTICLE IX

### COMMITTEES

The Association shall appoint a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

## ARTICLE X

### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

## ARTICLE XI

### PROXIES

Section 1. At all corporate meetings of members, each member may vote in person or by proxy.

Section 2. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon sale by the member of his Lot.

ARTICLE XII  
ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclosure the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XIII  
CORPORATE SEAL

The Association may have a seal in circular form having written in its circumference the word: LAURELWOOD.

ARTICLE XIV  
AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members

present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while the Declarant retains any shares in the Association.

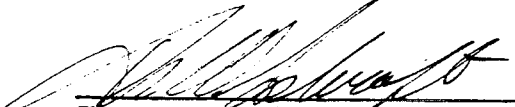
Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration applicable to the existing subdivision referred to in Section 1, and these By-Laws, the Declaration shall control.

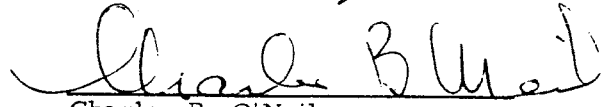
#### ARTICLE XV

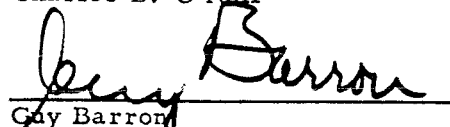
##### MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the thirty-first day of December, every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of the LAURELWOOD HOMEOWNER ASSOCIATION have hereunto set out hands this 17th day of February, 1977.

  
Thomas F. Ashcraft

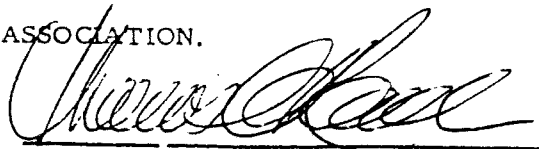
  
Charles B. O'Neil

  
Gay Barron

#### CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of the LAURELWOOD HOMEOWNER ASSOCIATION.

  
Thomas C. Rauch

**3. First  
Amendment to  
Declaration of  
Covenants,  
Conditions and  
Restrictions**



FEB 14 1976 037195

FIRST AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

WHEREAS, a document entitled "Declaration of Covenants, Conditions and Restrictions" dated June 15, 1976 and recorded August 23, 1976 in Liber 6736, pages 484 through 498 inclusive, imposes certain easements, restrictions, covenants, and conditions for the purpose of protecting the value and desirability of property situated in the City of Troy, County of Oakland, State of Michigan, which is more particularly described as:

Ent  
 Lots 1 through 168 inclusive and Laurelwood Subdivision, Park (Private Park) of Laurelwood Subdivision, part of the East 1/2 of Section 11, Township 11E, Range 18N, County of Oakland, City of Troy, Oakland County, Michigan

\$ 13.00 MISCELLANEOUS RECORDING  
 \$ 12.00 REMONUMENTATION  
 14 FEB 27 7:37 A.M. RECEIPT # 8A  
 PAID R11E RECORDED - OAKLAND COUNTY  
 18 FEB 27 1976, CLERK/REGISTER OF DEEDS

and

148018 20-11-476-000 ent

WHEREAS, said Declaration provides in Article VI, Section 3, in part as follows:

"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 the City of Troy, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners and the City of Troy. Any amendment changing or modifying this Declaration in whole or in part must be recorded."

and

WHEREAS, more than seventy-five percent (75%) of the Lot Owners are desirous of amending certain provisions of the aforesaid "Declaration of Covenants, Conditions and Restrictions".

NOW THEREFORE, it is agreed by and between the undersigned that the "Declaration of Covenants, Conditions and Restrictions" is amended as follows:

Article V, Section 10 is deleted and in lieu thereof is substituted the following:

Section 10. Fences. No fence of any kind shall be permitted to be erected, maintained or placed upon any Lot or Lot line between the front property line and the front building setback line, nor shall fences be constructed more than seventy-two (72") inches in height on any other lot line, except fences constructed on the boundary lines of any public owned properties; nor shall fences consisting of galvanized or vinyl coated metal weave fabric commonly known as chain link or Cyclone fences be erected, maintained or placed upon any lot or lot line for any purpose whatsoever, except portable dog kennel fences not to exceed 300 square feet and further excepting any such fences which have been erected, maintained, or placed upon any lot or lot line prior to the effective date of this amendment.

Article V is further amended to add Section 16, as follows:

Section 16. Above-ground Swimming Pools . No above-ground swimming pool shall be placed or erected on any lot or site at any time either temporarily or permanently. For purposes of this Section, above-ground swimming pools are defined as any artificially contained pool or body of water used for human recreational or therapeutical purposes wherein any portion of the water line is above the natural grade condition of the lot or site. Above-ground swimming pools do not include hot tubs with a capacity of less than 600 gallons.

LIBER 16989PG140

Except as amended herein, the Declaration of Covenants, Conditions and Restrictions remains in full force and effect.

Dated this 27th day of December, 1996.

CITY OF TROY

A Michigan Municipal Corporation

Paula Preston Bratto  
Witness - Paula Preston Bratto

By Laurence G. Keisling  
Laurence G. Keisling  
Its Planning Director

Susan M. Ariss  
Witness - Susan M. Ariss

STATE OF MICHIGAN )  
COUNTY OF OAKLAND ) ss:

The foregoing instrument was acknowledged before me this 27th day of December, 1996, by Laurence G. Keisling, the Planning Director, for the City of Troy, State of Michigan.

CECILIA A. BRUKWINSKI  
Notary Public, Oakland County, MI  
My Commission Expires June 19, 1998

Cecilia A. Brukwinski  
Notary Public  
Oakland County, Michigan  
My Commission expires 6-18-98

The undersigned certifies that he is the TREASURER Board Member of the Laurelwood Homeowners Association and further certifies that he has received an instrument signed by not less than Seventy-Five percent (75%) of the Lot Owners desirous of amending the provisions of the Declaration of



Covenants, Conditions and Restrictions as set forth in this First  
Amendment to Declaration of Covenants, Conditions and  
Restrictions.

Dated this <sup>THIRD RPH</sup> ~~FIRST~~ day of DECEMBER, 1996.

Paul M. Kolpasky  
Witness - PAUL M. KOLPASKY

Richard P. Hevelhorst  
RICHARD P. HEVELHORST

Darlene M. Kolpasky  
Witness - DARLENE M. KOLPASKY

STATE OF MICHIGAN )  
COUNTY OF OAKLAND ) ss:

The foregoing instrument was acknowledged before me  
this 3rd day of December, 1996, by  
Richard P Hevelhorst.

Cheryl Grenke  
CHERYL GRENKE Notary Public  
Oakland County, Michigan  
My Commission expires 7-8-00

WHEN RECORDED, RETURN TO:

GERALD J. RICHTER  
GRYLLS, FACCA, RICHTER & PREGLER, P.C.  
315 South Woodward Avenue, Suite 206  
Royal Oak, MI 48067  
(810) 398-9900

## **4. Declaration of Covenants, Conditions and Restrictions**



# August 23 76

LIBER 6736 PAGE 484

76 67409

## DECLARATION

### OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by 1001 SERVICES, INC., a Michigan Corporation, 1001 Woodward Avenue, Detroit, Michigan 48226, hereinafter referred to as "Declarant."

### W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property in the City of Troy, County of Oakland, State of Michigan, which is more particularly described as:

Lots 1 through 168 inclusive and Laurelwood Park (Private Park) of Laurelwood Subdivision, Part of the East 1/4 of Section 11, T2N., R11E., City of Troy, Oakland County, Michigan, according to the plat thereof as recorded in Liber \_\_\_\_\_, of Plats, Pages \_\_\_\_\_ inclusive, Oakland County Records. 64.5 acres, more or less.

NOW, THEREFORE, Declarant 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 on 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

Section 1. "Association" shall mean and refer to Laurelwood Homeowner's 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

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LIBER 6736 PAGE 485

security for the performance of an obligation. When more than one person or entity has an interest in the fee simple title to any Lot, the interest of all such persons collectively shall be that of a single Owner.

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:

Laurelwood Park (Private Park) consisting of 14.5 acres and being part of Laurelwood Subdivision according to the plat thereof as recorded in Liber \_\_\_\_\_ of Plats, Pages \_\_\_\_\_, Oakland County Records.

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. "Builder/Purchaser" shall mean Builders who purchase Lots from Owner for construction purposes.

Section 7. "Declarant" shall mean and refer to 1001 Services, Inc., a Michigan Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purposes of development.

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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 of 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 City of Troy by and through its City Council shall have first been obtained.

# August 23 76

138 5736 487

(d) Title to Common Area. The Declarant hereby covenants that it shall convey the Common Area 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 the conveyance of the first Lot within the Subdivision.

Section 2. Delegation of Use. Any owner may delegate in accordance with the By-Laws, his rights of enjoyment in and 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 its Builder/Purchasers, and 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 member(s) shall be the Declarant and/or its Builder/Purchasers, and shall be entitled to one vote for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When 75% of the Lots are sold, or
- (b) on April 30, 1979.

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ARTICLE IV  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot within the Properties by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay to the Association:

1. annual assessment or charges, and
2. special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.
3. interest at eight (8%) percent on late charges as levied by the Association.

The annual and special assessments, together with interest, costs of the action, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Property or Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable collection and attorney's fees, shall be the personal obligation of the person(s) 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.



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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 Income. 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 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 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 Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4

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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 incorporation of the Association. 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. Annual assessments shall be due prior to March 1 of each year, from all Owners of record on January 1 of each year. 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.

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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 assessment(s) 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. Residential Lots. All of the above Lots shall be used for residential purposes only, and for no other purpose whatsoever.

Section 2. Nuisances. 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.

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Section 3. Side Yards, Rear Yards, Setbacks and Attached

Garages. Two car garages shall be erected simultaneously with the houses and all garages must be attached to the house or connected thereto by a breezeway, and accordingly, for the purpose of complying with side yard and set back requirements, all attached garages shall be considered an integral part of the dwelling. Garages shall be erected and maintained only for the private use of the occupant of the dwelling.

Except as otherwise provided, lesser requirements may be permitted by the appropriate officials of the City of Troy. No building shall be located on any Lot nearer than twenty-five (25) feet to the front line or nearer than fifteen (15) feet to any side street lot line except where Lots at corners back into Lots facing a side street; in such events the side street side yard shall not be less than twenty-five (25) feet and all dwellings shall be erected so as to provide no less than fifteen (15) feet between dwellings. Garage location on corner Lots shall conform to dwelling setback.

Section 4. Reciprocal Negative Easements. No mutual or reciprocal negative easement shall be deemed to arise or be created hereunder with respect to any lands situated without the boundaries of said Laurelwood Subdivision.

Section 5. Floor Area Requirements. A one story building shall contain not less than 1,000 square feet of area on the first floor. In the case of two story buildings, bi-levels, split levels, tri-levels and one and one-half story homes, the building shall contain not less than 1,200 square feet of area for all floors combined other than the basement floor, and not less than 300 square feet of furnished area on the upper portion. Garages and open porches whether or not enclosed and heated, shall not be included in computing square foot areas.

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Section 5A. Building Material Requirements. The exterior front elevation wall of all one story (ranch) buildings including all enclosed heated areas and garages shall be constructed of a minimum of 70% Natural Stone, Pressed Brick, or other brick of equal quality, window area excluded. No single story (ranch) dwelling constructed entirely of frame or shingle will be permitted. In every dwelling type, one and two story alike, aside from that portion of the basement wall that remains exposed because of grade conditions, no unfinished cinder (without stucco, etc.), concrete blocks, or poured concrete wall may be used in the exposed portion of external walls. No asbestos siding may be used in the exterior walls of any dwelling or garage.

Section 6. Lot Size. In the event one or more Lots or parts of Lots are developed as a unit, all restrictions herein contained shall apply to such resulting unit as to any single Lot. In any event, no dwelling shall be erected, altered, placed or permitted to remain on any site having a width of less than 70 feet at the building line and an area of less than 8,400 square feet. The preceding Lot width and area requirements shall apply to all lots covered by these restrictions unless a Lot as originally platted is less than this prescribed width and area.

Section 7. Temporary Structures. No structure of a temporary character, trailer, tent, shack, barn or other out-building shall be placed or erected on any Lot at any time either temporarily or permanently, except a structure to be used by builders for storage of materials during construction period.

Section 8. Signs. No sign of any kind shall be displayed to the public on any Lot except one professional sign of not more than one square foot, or one sign of not more than five square feet advertising the property for sale or rent. Anything to the contrary notwithstanding this restriction shall not apply to signs

# August 23 76

USE 6736 PAGE 494

used by a builder to advertise the property for sale or rent during the construction and sales period. Said signs may be of any size.

Section 9. Inoperative Vehicles. No inoperative vehicles or commercial vehicles, house trailers or mobile homes, boats and 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 garages as set forth above.

~~Section 10. Fences. No fence of any kind shall be permitted to be erected, maintained or placed upon any Lot or Lot line between the front property line and the front building setback line, nor shall fences be constructed more than fifty-four (54) inches in height on any other lot line, except fences constructed on the boundary lines of any public owned properties.~~

Section 11. Livestock and Poultry. No livestock, animals or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not bred, kept or maintained for any commercial purpose.

Section 12. Sight Distances. No fence, wall, hedge or shrub planting which obstructs sight line at elevations between two and one half and six feet above the roadways 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 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

SEE  
FIRST  
AMENDMENT

# August 23 / 76

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Section 13. Easements and the Maintenance Thereof. Except as may be otherwise provided herein, each owner shall maintain the surface areas of easements within his property to keep grass and weeds cut, to keep the area free of trash and debris and to take such action as may be necessary to eliminate or minimize surface erosion. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

Section 14. Flood Plain. No filling or occupation of the flood plain area will be allowed without the approval of the Michigan Department of Natural Resources. The flood plain limits are defined as an elevation varying from 659.4 (U.S.C.S. Datum) at the upstream edge of the proposed subdivision to an elevation of 658.1 at the downstream edge of the proposed subdivision.

All buildings used or capable of being used for residential purposes and occupancy within or affected by the flood plain (between elevations 658.1 and 659.4) within Laurelwood Subdivision as established by the Department of Natural Resources of the State of Michigan, shall:

- (a) Have lower floors, excluding basements, a minimum of 1 foot higher than the elevation of the contour defining the flood plain limits.
- (b) Have openings into the basement not lower than the elevation of the contour defining the flood plain limits.
- (c) Have basement walls and floors, below the elevation of the contour defining the flood plain limits, watertight and reinforced to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the flood plain limits.
- (d) Be equipped with a positive means of preventing sewer backup from sewer lines and drains which serve the building.

# August 23 76

LEK 6736 PAGE 496

(e) Be properly anchored to prevent flotation.

The restrictions herein imposed upon the flood plain area Lots are hereby excluded from amendment and from the time limitation set for other restrictions and covenants herein contained and shall be observed in perpetuity.

Section 15. Model Homes and Sales Offices. Nothing herein contained shall be construed to prohibit the Declarant or its Builder/Purchasers or its Sales Agents from temporarily maintaining a real estate sales office in any model residence constructed on any Lot within the subdivision.

## 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 hereafter 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, conditions or restrictions by judgement or court order shall in no wise affect any other provisions hereof which shall remain in full force and effect.



# August 23 76

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Section 3. Amendment. The conditions, 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 the City of Troy, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners and the City of Troy. Any amendment changing or modifying this Declaration in whole or in part 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.

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 Declaration and all Lot Owners are also governed by the terms and conditions of an agreement entered into with the City of Troy dated November 13th, 1975, entitled Subdivision Open Space Agreement and recorded in Liber 6676, Pages 113-123 Oakland County Records.

# August 23 76

LIBER 6736 PAGE 498

IN WITNESS WHEREOF, the Declarant has hereunto affixed  
its hand and seal the day and year first above written.

WITNESSED:

1001 SERVICES, INC.,  
a Michigan Corporation

Isabel Lee Fletcher  
Isabel Lee Fletcher

By Thomas F. Ashcraft  
Thomas F. Ashcraft  
Executive Vice President

Judith M. Buzzelli  
Judith M. Buzzelli

By Thomas C. Rauch  
Thomas C. Rauch  
Assistant Vice President

STATE OF MICHIGAN)  
SS  
COUNTY OF WAYNE )

On this 15th day of June, 1976, before me the subscriber,  
a Notary Public in and for said County, appeared THOMAS F. ASHCRAFT  
and THOMAS C. RAUCH, who being by me duly sworn did say that they  
are respectively Executive Vice President and Assistant Vice President  
of 1001 SERVICES, INC., a Michigan Corporation, and that said instrument  
was signed in behalf of said Corporation, by authority of its Board of  
Directors, THOMAS F. ASHCRAFT and THOMAS C. RAUCH, acknowledged  
said instrument to be the free act and deed of said Corporation.

Isabel Lee Fletcher  
Notary Public

My Commission expires:

November 9, 1977

ISABEL LEE FLETCHER  
Notary Public, Wayne County, Michigan  
My Commission Expires November 9, 1977

DRAFTED BY AND WHEN RECORDED RETURN TO:

Guy Barron  
c/o 1001 Services, Inc.  
1621 Travelers Tower  
26555 Evergreen Road  
Southfield, Michigan 48076

- 15 -

1976 AUG 23 AM 11:12  
RECORDED  
INDEXED  
FILED  
CLERK OF COURT  
WAYNE COUNTY  
MICHIGAN



# **5. Subdivision Open Space Agreement**

1. The first part of the paper is devoted to the study of the properties of the function  $f(x)$  defined by the equation

$$f(x) = \int_0^x \frac{1}{1+t^2} dt$$

It is shown that the function  $f(x)$  is increasing and concave down.

SUBDIVISION OPEN SPACE AGREEMENT

THIS AGREEMENT is made this 13th day of November, 1975, by and between the CITY OF TROY, Oakland County, Michigan, 500 West Big Beaver Road, herein called the "City," and 1001 SERVICES, INC., a Michigan Corporation, of 1001 Woodward Avenue, Detroit, Michigan 48226, herein called the "Declarant."

## W I T N E S S E T H :

WHEREAS, the Declarant is the owner of land as is set forth in Exhibit A, hereto attached and made a part hereof.

WHEREAS, Section 35.20.00, Subdivision Open Space Plan of the Troy Zoning Ordinance provides an optional method for the development of a subdivision with areas to be set aside for the benefit of lot owners therein while maintaining the maximum density requirements of the Zoning Ordinance, and

WHEREAS, the Declarant wishes to develop the hereinabove described property under the provisions of said Section 35.20.00, such property to be subdivided and known as Laurelwood Subdivision; and

WHEREAS, the Declarant applied for approval under Section 35.20.00, for said Laurelwood Subdivision at the time of the submission of the proposed plat and tentative approval has been granted by the City Council of the City of Troy as to the tentative plat and general plan of development; and

WHEREAS, the Declarant wishes at this time to obtain final approval of the preliminary plat of Laurelwood Subdivision; and

WHEREAS, it is now desirable that the Declarant and the City enter into a binding contract relative to the details of development of said Subdivision and maintenance of the Open Space Area.

027529

NOW, THEREFORE, in consideration of the final approval by the City Counsel of the preliminary plat of Laurelwood Subdivision and of the mutual promises contained herein, the parties hereto agree as follows:

1. The Developer hereby dedicates and conveys to each of the Lot Owners of Lots 1 through 168, both inclusive, of Laurelwood Subdivision a right and easement of enjoyment in and to the area as shown and designated upon the preliminary plat of Laurelwood Subdivision as follows: Laurelwood Park (Private Park) 14.5 acres; hereinafter referred to as "Open Space Area" for park and recreation purposes, and for the storage of surface water, and hereby covenants for itself, its heirs and assigns that it will convey fee simple title to the Open Space Area to the Subdivision Association hereinafter described, free and clear of all encumbrances and liens, except easements of record, prior to the conveyance of the first Lot in Laurelwood Subdivision, or within ninety (90) days of the recording of the plat, whichever shall first occur, at which time any and all responsibility and liability with respect to the property conveyed, including by way of illustration and not limitation, payment of taxes, assessments and maintenance, shall cease and terminate as to the Declarant and shall pass to and rest upon and be assumed by the grantee Association and its members in accordance with the membership obligations as herein elsewhere set forth and in the Declaration of Covenants, Conditions and Restrictions, Association's By-Laws, rules and regulations provided therefore.

2. Declarant agrees to display an acknowledgement of this Agreement, containing the Subdivision Association's duties and responsibilities, with the Liber and Pages on which it is recorded in some conspicuous location in all places where said Lots are being sold.

3. Declarant agrees to supply each Lot Purchaser with a copy of this Agreement and a schematic of the development plans and requirements for maintenance of the Open Space Areas (copies of which are attached hereto and made a part hereof as Exhibit B) at the time of entering into a Purchase Agreement.

4. Title to the Open Space Area shall be vested in the Association hereinafter described for the benefit of the Owners and subject to the right and easement of enjoyment in and to such Open Space Area by the Owners. Such easements shall not be personal, but shall be considered to be appurtenant to said Lots, which easement shall pass with the title to said Lots whether specifically set forth in deeds to the Lots or not.

5. Control and jurisdiction over the Open Space Area shall be vested in the Association of said Owners to be known as the LAURELWOOD SUBDIVISION HOMEOWNER'S ASSOCIATION and referred to herein as the "Association."

6. Such Association shall be organized as a non-profit corporation for a perpetual term under the laws of the State of Michigan. Such Association shall be incorporated by the Declarant prior to the sale of any of the Lots in Laurelwood Subdivision but in any event within ninety (90) days following the recording of the final plat of Laurelwood Subdivision.

7. Membership in the Association shall be mandatory for each Owner and any successive Owner of residential Lots in Laurelwood Subdivision.

(a) For the purposes of this Agreement, "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.



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.

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 its Builder/Purchasers, and 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 member(s) shall be the Declarant and/or its Builder/Purchasers, and shall be entitled to one vote for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When 75% of the Lots are sold, or
- (b) on April 30, 1979.

8. The Association shall have the authority and responsibility 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 Area, which shall be binding upon the Lot Owners.

9. Assessments shall be levied by the Association and 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 open space, and common area, 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 open space area and the Association.

Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the following annual assessments per Lot shall apply:

(a) For Class A members the minimal annual assessment per Lot is Ten (\$10.00) Dollars and the maximum is Twenty-five (\$25.00) Dollars.

(b) For Class B members the minimal annual assessment per Lot is One (\$1.00) Dollar and the maximum is Ten (\$10.00) Dollars.

Thereafter, the above minimum annual assessments will continue to apply, but the maximum annual assessment may be increased pursuant to the provisions of the Declaration of Covenants, Conditions and Restrictions covering Laurelwood Subdivision. Said Declaration to be recorded with the Oakland County Register of Deeds. All assessments must be fixed at a uniform rate within each Membership Class. Annual assessments shall be payable by all Owners, beginning on the first day of the month following incorporation of the Association, as covered in Paragraph 6 of this Agreement. Thereafter, annual assessments shall be collected prior to March 1 of each year, from all Owners of record on January 1 of each year.

10. The Open Space Area heretofore referred to shall be equally available for the use and enjoyment of all residents and guests accompanying said residents of the Laurelwood Subdivision. No change shall be allowed in the Open Space Area which will alter the storm water retention facilities without approval of the City.

11. It is contemplated that the Declarant may at some future date amend this Agreement by adding more adjacent land and Open Space Area to the Laurelwood Subdivision, such additional area to be known as Laurelwood Subdivision No. 2.

Anything to the contrary notwithstanding, the Declarant may amend this Agreement as aforesaid without the Owner's consent by recording an appropriate instrument, signed by the Declarant and the City of Troy, and said instrument shall provide that all of the Open Space Areas in each of said subdivisions shall be for the use and enjoyment of all residents of Laurelwood Subdivision and Laurelwood Subdivision No. 2.

12. The Declarant hereby consents that taxes assessed against the Open Space Areas may be prorated among the Lot Owners and billed as a part of the taxes assessed to the individual Lots.

13. In the event that the Association shall at any time fail to maintain the Open Space Areas, including the storm water retention areas, in reasonable order and condition, the City may serve written notice upon the Association or upon said Lot Owners setting forth the manner in which the Association has failed to maintain the Open Space Areas in reasonable condition and said notice shall include a demand that deficiencies of maintenance shall be cured within ten (10) days thereof. However, should an emergency threatening the public health, safety and general welfare of the public be determined by the City to exist, the City shall have the right to take immediate corrective action.

14. If the deficiencies set forth in the notice or in the modifications thereof shall not be cured within ten (10) days or

any extension thereof, the City, in order to preserve the taxable values of the properties within Laurelwood Subdivision and to prevent the Open Space Areas from becoming a public nuisance may enter upon said Open Space Areas and maintain the same until the Association is able to do so. Said maintenance by the City shall not constitute a taking of the Open Space Areas nor vest in the public any right to use the same.

15. When it is determined that the Association is ready to maintain the Open Space Areas in reasonable condition, the City shall cease to maintain the same.

16. The cost of such maintenance by the City shall be charged to the Association, and if not paid, shall be assessed equally against all properties within Laurelwood Subdivision and shall become a lien on said properties, provided, however, said lien shall be subject to the provisions of Section 9 of Article IV of the Declaration of Covenants, Conditions and Restrictions covering said Subdivision and recorded with the Register of Deeds.

17. The City at the time of entering upon said Open Space Areas for the purpose of maintenance shall notify the Association of said act by registered letter, except where entry is made for inspection or corrective work on the storm water retention areas and facilities.

18. Notwithstanding any other provision of this Agreement, the Declarant reserves the right to grant easements within the Open Space Areas for the installation, repair and maintenance of water mains, sewers, drainage courses and other public utilities subject to the approval of the City, provided that such utilities shall be installed in such manner as to minimize damage to the natural features of the Open Space Area.

19. The Declarant will submit to the City a certain Declaration of Restrictions which will be subject to approval by the City and which will be recorded and will constitute restrictions running with the Land and applicable to said

Laurelwood Subdivision.

20. The parties hereto make this Agreement on behalf of themselves, their heirs, successors and assigns and hereby warrant that they have the authority and capacity to make this contract.

*change?*

21. These covenants are to run with the Land and shall be binding on the parties hereto, their heirs, devisees and representatives, until the City and seventy-five (75%) percent of the Owners of said Lots in this Subdivision by an instrument in writing recorded in the Office of the Register of Deeds for Oakland County, Michigan, agree to cancel, alter, amend, or modify this Agreement.

22. Invalidity of any one or more of these Covenants by judgement decree or order of any Court shall in no wise affect any of the other provisions which shall remain in full force and effect.

23. In the event of the violation or attempted violation of any of the Covenants herein, it shall be lawful for any person or persons owning any interest in said Land to prosecute any proceeding at law or in equity against the person or persons so violating or attempting to violate such Covenant and either prevent or enjoin such violation or recover damages therefore. City retains the right, but not the obligation, to enforce these covenants.

24. The Declarant agrees that at such time as any two Lots or more, are sold to a Builder, the Declarant will obtain from such Builder an acknowledgement that the latter will comply with the provisions of Paragraphs 2 and 3 of this Agreement. A notarized copy of said Acknowledgement shall be submitted to the City.

IN WITNESS WHEREOF, the respective parties have hereunto  
affixed their hands and seals the day and year first above written.

WITNESSED:

CITY OF TROY

Anna K. Snyder

By

Richard E. Doyle  
Richard E. Doyle, Mayor

Cathleen A. Dragich

By

Kenneth Courtney  
Kenneth Courtney, Clerk  
1001 SERVICES, INC.,  
a Michigan Corporation

Thomas Ascraft

By

Charles B. O'Neill  
Charles B. O'Neill, Vice President

Thomas Rauch

Guy Barron  
Guy Barron, Manager

STATE OF MICHIGAN )  
COUNTY OF OAKLAND ) SS

On this 24 day of November, 1975, before me the  
subscriber, a Notary Public in and for said County, appeared  
RICHARD E. DOYLE and KENNETH L. COURTNEY, who being by me duly  
sworn did say that they are the Mayor and City Clerk, respectively,  
of the CITY of TROY, a Municipal Corporation, and that said  
instrument was signed in behalf of the CITY of TROY, by authority  
of the City Council and RICHARD E. DOYLE and KENNETH L. COURTNEY,  
acknowledged said instrument to be the free act and deed of the  
CITY of TROY.

Irene Bailey  
Notary Public

My Commission expires:

Jan 18, 1978

IRENE BAILEY  
Notary Public in and County, Mich.  
My Commission Expires Nov. 21, 1978

STATE OF MICHIGAN )  
COUNTY OF WAYNE ) SS

On this 13th day of November, 1975, before me the subscriber,  
a Notary Public in and for said County, appeared CHARLES B. O'NEIL,  
who being by me duly sworn did say that he is the Vice President of  
and Guy Barron, manager of  
1001 SERVICES, INC., a Michigan Corporation, and that said instrument  
was signed in behalf of said Corporation, by authority of its Board of  
and Guy Barron  
Directors, and CHARLES B. O'NEIL, /acknowledged said instrument to  
be the free act and deed of said Corporation.

Isabel Lee Fletcher Notary Public

My Commission expires:

November 7, 1977

ISABEL LEE FLETCHER  
Notary Public, Wayne County, Michigan  
My Commission Expires

DRAFTED BY AND WHEN RECORDED RETURN TO:

Guy Barron

c/o 1001 Services, Inc.  
26555 Evergreen Road  
Suite 1621 Travelers Tower  
Southfield, Michigan 48076

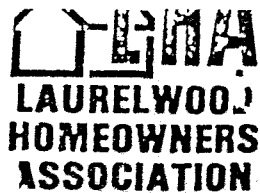
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# **6. Common Area Utilization and Beautification Specifications**







May 20, 1980

TO LAURELWOOD HOMEOWNERS:

To clarify any questions related to the Laurelwood Common Area, this letter and the attached information is being supplied to all homeowners in the subdivision.

In response to numerous comments, complaints and questions involving planting activity and the placement of privately owned items in the Common Area, the Association Officers and Directors have undertaken a number of activities. As a Survey Committee, the entire Board conducted a complete tour of the Common Area to observe first hand any problem situations. The Board then evaluated the results of the Survey and arrived at decisions regarding any planting infringement or private property problems in the Common Area.

During the same period the Board also developed the LHA Common Area Utilization and Beautification Specifications effective June 1, 1980. These Specifications, which apply to all residents equally, constitute the rules we are all expected to function with-in, in respect to the Common Area.

In a related move, the Board established the LHA Landscape Committee charged with the duty of overseeing the adherence to the Common Area Specifications. This Committee will provide direction, guidance and decisions on any future planting activity in the Common Area. The Committee will also undertake responsibility for developing the long range feasibility evaluation and long range utilization plan for the Common Area.

Based on the Board survey of the Common Area, any lot owner having situations in conflict with the Common Area Utilization and Beautification Specifications will be notified in writing and asked to correct the problems which exist. Anyone not receiving written notification, within thirty (30) days, of planting problems that need to be corrected can assume they have been granted a "Grandfather Clause" approval for these items. All lot owners with private property problems will receive written notification to correct the problem.

These specifications are the standards within which the Board and the LHA Landscape Committee will make any necessary determinations regarding planting, physical items, recreational and safety improvements in the Common Area.

Please take time to carefully read this material so that there will be no confusion or misunderstanding regarding the use and control of the Common Area. Please retain this information with your copy of the Laurelwood Covenants and Restrictions for future reference.

## AND BEAUTIFICATION SPECIFICATIONS

The Board under the authority granted in the Bylaws of the Laurelwood Homeowners Association, Article VII, Section I, and in compliance with Article VII, Section 2, items g and h, as well as in accordance with items 8 and 9 of the Open Space Agreement, have created and are implementing the LHA Common Area Utilization and Beautification Specifications, effective as of June 1, 1980.

Under the Open Space Agreement between the Developer of Laurelwood Subdivision and the City of Troy, the open space known as the Laurelwood Park and referred to as the Common Area was established and exists for the use and benefit of all Laurelwood property owners and their family members and guests.

The Common Area property exists as a privately owned residential park. This property is not, nor was ever intended to be, open land for bordering lot owners to extend their property. The extension of property boundary lines with tree or shrub plantings or the homesteading of land by placing unauthorized structures upon it infringes upon the rights of all Laurelwood property owners. Placing privately owned structures such as play ground equipment, sand boxes, swings, dog houses, patio extensions, etc., in the Common Area constitute encroachment unto the property reserved exclusively for the public use of all Laurelwood Subdivision property owners.

Additions to the Common Area in the form of dispersed grouping of trees or shrub plantings, within the LHA Specifications, are acceptable so long as they are not placed so as to create boundary line extensions or to form enclosures that restrict the comfortable entrance and egress of residents and guests in their utilization of the Common Park Area.

1. Rear property boundaries of all lots adjacent to the Common Area are generally defined by and located along the lines formed by the utility boxes. All public activities and functions are to be conducted between the creek and these boundary lines. Similarly the rear lot lines designate the limit of the abutting lot owners private property.
2. The placement of physical items or plantings in the form of trees, shrubs, flowers, in the Common Area by any lot owner is to be first presented to and approved by the LHA Landscape Committee.
3. Vegetable gardens are not permitted in the Common Area.

cont.

LHA Common Area Utilization and  
Beautification Specifications

4. The placement of plantings or physical items may not conflict with any present or future utilization plans of the Association for the Common Area.
5. Such placement may not conflict with tractor mowing space requirements.
6. Placements may not represent enclosure activity or boundary line extensions of individual lots.
7. Privately owned structures, dog houses, play ground equipment and yard furniture are to be confined to private property.
8. Day use recreation items and equipment are acceptable if placed in the Common Area for utilization by residents and guests for family or group activities. These items are to be removed at the conclusion of the event or activity.
9. The Common Area and creek are not to be utilized as a storage area or dumping ground.

The Association specifically reserves all rights to require the lot owner to remove or relocate the items in question. In the event of a requirement to remove or relocate problem items, the lot owner who placed the item in the Common Area will be given the opportunity to relocate it to their own property.

## Laurelwood Landscape Committee

### Appeal Process Elements

- position of adjacent neighbors
- alternate uses for area in question
- is the item a temporary or permanent one
- does proposed activity destroy or impair the purposes for which the specifications were created
- are there any liability considerations
- does homeowner accept responsibility for loss or damage
- will homeowner maintain in safe condition