

LEXINGTON COMMONS ASSOCIATION

P.O. Box 223

Northville, Michigan 48167

TO THE RESIDENTS OF LEXINGTON COMMONS

Your Board of Directors has committed itself to a firm but fair enforcement of the Declaration of Restrictions that apply to the residents of Lexington Commons.

It is our intent to control development so we will maintain an attractive neighborhood. Should any section of the Declaration of Restrictions need clarification, we cordially invite you to contact the Board or any member of the Restrictions Committee.

Lexington Commons Association Board

LEXINGTON COMMONS

Building restrictions as contained in

Liber 16883, Page 47, Register No. F-348144

Recorded December 26, 1968

Plat recorded March 20, 1969

A. Uses of Property

1. Lots shall be used for providing residence purposes only and no building of any kind whatsoever shall be erected, reerected, moved or maintained except private dwellings. Such dwellings shall be designed and erected for occupation by, and occupied by, only one single-family. A private attached garage for the sole use of the owner or occupant may be provided. A family shall mean one person or a group of two or more persons living together and inter-related by bonds of consanguinity, marriage, or legal adoption. The persons thus constituting a family may also include foster children, gratuitous guests and domestic servants. The Grantor may permit the occupation of a dwelling by persons not constituting a family as defined herein provided it finds that such occupancy will not be detrimental to the purpose sought to be obtained by these restrictions.
2. Notwithstanding that which is contained herein to the contrary, the Grantor, his agents or sales representatives may occupy and use any house built in the subdivision or a temporary building or mobile trailer as a sales office for sales of lots and/or houses until all of the lots and/or houses built in this subdivision have been sold.
3. House trailers, boats or boat trailers, motor homes, or commercial vehicles including pick-up trucks (except while making normal deliveries) shall not be stored or parked on any lot except within a private attached garage.
4. No lot in said subdivision may be divided; provided, however, that the Grantor may approve the division of a lot where a portion of said lot is to be combined with an adjoining lot for and which thereafter shall be considered to be a part of said adjoining lot for all purposes.
5. Entrance markers may be constructed on lots specified by the Grantor.

B. Character and Size of Building

1. No building or other structure shall be commenced, erected or maintained nor shall any addition to or change or alteration to any structure be made, except interior alterations, until the plans and specifications, prepared by a competent architect showing the nature, kind, shape, height and materials, color scheme, location on lot and approximate cost of such structure and the grading plan of the lot to be built upon shall have been submitted to and approved in writing by the Grantor and a copy of said plans and specifications as finally approved, lodged permanently with said Grantor.
2. Fences, garden walls and similar devices shall be permitted within Lexington Commons.

Such fences, garden walls, and similar devices shall be constructed, however, only after plans and specifications thereof shall first have been submitted in writing to Grantor and approved by him. In any event, no fences shall be permitted in the front yard or in either side yard except an ornamental fence not exceeding 3 feet in height. The front and side yard shall include all of that area from the front lot line back to the rear corner of the building closest to each side lot line. In approving any fence, garden wall or similar device the Grantor shall take into consideration the factors stated in the following paragraph. A fence will be permitted to be erected around any privately owned swimming pool as a safety precaution or in accordance with ordinances regulating the construction and use of swimming pools.

3. The Grantor shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable in its opinion for aesthetic or other reasons; and in so passing upon such plans, specifications and grading, it shall have the right to take into consideration the suitability of the proposed building or other structure to be built to the site upon which it is proposed to erect the same, and the harmony as planned in view of the outlook from the adjacent or neighboring properties. It is understood and agreed that the purpose of this paragraph is to cause the platted lands to develop into a beautiful, harmonious, private residence section, and if a disagreement on the points set forth in this paragraph should arise, the decision of the Grantor shall control.
4. In the event that Grantor shall have failed to approve or disapprove such plans and location within 30 days after the same shall have been delivered to the Grantor, however, then such approval will not be required provided the plans and location on the lots conform to, or are in harmony with, existing structures in the subdivisions, these restrictions, and any zoning law applicable thereto.
5. In any case, with or without the approval of the Grantor, no dwelling shall be permitted on any lot in the subdivision unless, in the case of a one story building, the ground floor living area shall not be less than 1,000 square feet; in the case of a one and a half story building, the ground floor living area shall not be less than 800 square feet; in the case of a multi-level building, the first and second level living area shall not be less than 800 square feet; and in the case of a two story building, the ground floor area shall not be less than 700 square feet. All garages, when constructed, must be attached to the dwellings, either directly or by use of a covered breezeway and shall not be included in computing square feet.

C. Building Lines

No building on any of said lots shall be erected nearer than 30 feet to the front lot line or nearer than 8 feet to the side lot line with a combined sideyard width of not less than 20 feet or nearer than 30 feet to the side line on any corner or nearer than 20 feet to the rear lot line as provided for under the Residential Unit Development Plan Ordinance, Section XIII B.08(E), City of Northville, or except by written consent of the Grantor which consent of the Grantor is empowered to give.

D. Animals

No chickens, other fowl, horses or livestock, shall be kept or harbored on any of the said lots. No animals shall be kept or maintained on any lot excepting household pets for use by the occupants of the dwelling. No animals shall be kept on the premises for any commercial use. Household pets shall have such care as not to be objectionable or offensive on account of noise, odor, or unsanitary conditions. Animals may be declared nuisances by Grantor and must be removed within 30 days if so requested in writing by Grantor or its authorized representatives.

E. Signs

No sign or billboard shall be placed or maintained on any lot except one sign advertising the lot or house and lot for sale or lease, and having not more than three square feet of surface and the top of which shall be three feet or less above the ground; provided, however, such other signs may be erected and maintained on lots as are permitted under the current zoning ordinance or by written consent of the Grantor.

F. Easements

Easements and rights of way are hereby reserved as shown on the recorded plat. In addition to the above, easements and rights of way are reserved in and over a strip of land six feet in width along all rear and side lot lines wherever it may be deemed necessary for the installation or maintenance of telephone or electric poles, lines or conduits or sewer, gas lines or water mains, for drainage purposes, or for the use of any other public utility deemed necessary or advisable by Grantor. The use of all or a part of such easements and rights of way may be granted or assigned at any time hereafter by the Grantor to any persons, firm, governmental unit or agency or corporation furnishing any such services.

G. Refuse

No refuse or other unsightly or objectionable materials shall be allowed on any of said lots unless the same shall be properly concealed. Refuse, ashes, building materials, garbage and debris of any kind shall be cared for in such a manner as not to be offensive to neighboring property owners. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Violation of any restriction or conditions or breach of any covenant or agreement herein contained shall give the Grantor, in addition to all other remedies provided by law, the right to enter upon the land as to which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, sign, thing or condition that may be or exist contrary to the intent and meaning of the provision hereof, and the Grantor shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal. All the restrictions, conditions, covenants, charges and agreements contained herein shall continue in force until January 1, 1990 and shall automatically be continued thereafter for successive periods of twenty (20) years each, provided, however, that after January 1, 1990 owners of property representing not less than of the total votes applicable of the City amend these restrictions by written instrument executed by said owners and recorded in the Oakland County Records, and the Wayne County Records.

LEXINGTON COMMONS, INC.

BY-LAWS

ARTICLE I NAME

The name of this Corporation is Lexington Commons Association, herein called the "Association".

ARTICLE II

The purpose or purposes for which the association is formed are as follows:

1. To exercise all of the powers of the Lot Owners Association as described and set forth in all certain Declarations of Restrictions dated December 23, 1968, and recorded in Liber 5298, Page 771, Oakland County Records and Liber 16883, Page 47, Wayne County Records.
2. To promote the welfare of its members by maintaining and beautifying the several subdivisions in which its members are located, by enforcing building and use restrictions, by representing its members before governmental boards or bodies, by promoting social and recreational activities and by engaging in such other activities as are incidental thereto, and not forbidden by the laws of the State of Michigan.

ARTICLE III

Section 1. Definition of membership: The owners of lots in Lexington Commons North Subdivision and Lexington Commons South Subdivision, and lots in additional subdivisions to which the scope of the restrictions described in Article II, paragraph 1 above, shall be extended as provided in said restrictions, are eligible to be members.

Membership in the Association shall be mandatory for each lot owner in Lexington Commons North Subdivision and Lexington Commons South Subdivision, and for each lot owner in such additional subdivisions to which the restrictions may be extended in accordance with said restrictions, and/or their successors and assigns. A member shall be defined as every person or entity who or which is a record owner of a fee or undivided fee interest in any lot included within the purview of this Association, but not including owners who have sold their interest under executory land contract. During such time as such a land contract is in force, the land contract vendee shall be considered to be the member of the Association.

Section 2. Classes of Membership: The association shall have two classes of voting membership.

Class A. Class A members shall be all those owners as defined above with the exception of the Hickory Grove Land Company or its successors. Class A members shall be entitled to two votes for each lot in which they hold the interest required for membership. When more than one person holds any such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than two votes be cast with respect to any one lot. Notwithstanding the foregoing, the grantor shall be entitled to six votes for each single residential lot in which it holds the interest required for membership in order to assure the orderly initial development of Lexington Commons.

Class B. Class B members shall be the owners of all parcels to be used for multiple residential purposes. Class B members shall be entitled to one vote for each dwelling unit included within the parcel or parcels owned by the Class B members. Class B members owning vacant multiple residential parcels shall be entitled to a vote equal to that to which they would be entitled were said properties developed with the maximum number of dwellings permitted under the Zoning Ordinance of the City.

ARTICLE IV FINANCES

Section 1. Maintenance Fund: Each member shall pay to the Association the annual maintenance charge required by the restrictions applicable to the lot owned by the member.

Each year the Board of Directors of the Association shall, prior to November 1, determine the total amount to be raised by the annual maintenance charge for the next succeeding year. This sum so determined shall be divided by the total number of votes to which the Class A and Class B members are entitled collectively, such fraction to be known as "assessment unit". The annual charge applicable to the owners of each residential lot or multiple residential parcel shall be computed by multiplying the "assessment unit" by the number of votes to which the Class A or Class B member is entitled; provided, however, that for the purpose of computing the annual charge, single residential lots owned by the Grantor and for which the Grantor may be entitled to additional votes under the provisions of Paragraph 6, shall be assessed the same as other single residential lots, that is, on the basis of two votes per single residential lot.

Anything in the foregoing to the contrary notwithstanding, however, the "assessment unit" for any one year shall not exceed \$65.00, except by approval and consent of members entitled to not less than fifty-one (51%) percent of the total number of the votes to which Class A and Class B members are entitled voting in person or by proxy at any meeting of the Association. Such approval and consent shall make any such additional limitation binding upon all members of the Association.

The maintenance fund shall be used for such of the following purposes as the Association shall determine necessary and advisable: for improving and maintaining the Common Area and any other property of the Association, roadways and entryways of the development; for planting trees and shrubbery and the care thereof; for expenses incident to the proper operation and maintenance of swimming pools, tennis courts or similar recreational facilities located within the Common Area; for collecting and disposing of garbage, ashes and rubbish; for employing night watchmen; for caring for vacant property; for removing grass or weeds; for constructing, purchasing, maintaining or operating any community service, or for doing any other thing necessary or advisable in the opinion of the Association for the general welfare of the members; for expenses incident to the examination of plans and the enforcement of these restrictions or any other building restrictions applicable to said property, or for any other purpose within the purposes for which the Association is incorporated.

The annual maintenance shall be a lien and encumbrance on the land with respect to which the charges are made. A Certificate in writing issued by the Treasurer of the Association shall be given on demand to any member liable for said charges setting forth the status of the charges. The Association shall have the power and right in its own name to take and prosecute all suits, legal, equitable, or otherwise, which may, in the opinion of the Board of Directors, be necessary or advisable for the collection of such charges and to take such other steps as it deems expedient to impose said lien upon said land.

Section 2. Special Assessments: Special assessments may be levied by the Board of Directors for the purposes of activities within the general powers of the Association but not within the specific purposes for which the maintenance fund may be used. No special assessment shall be levied against the members of the Association without having the approval of at least two-thirds (2/3) of the members in person or by proxy at a regular meeting or at a special meeting of the Association called for that purpose. In no case shall special assessments exceed twenty (\$20.00) dollars in any one fiscal year.

Section 3. Failure to Pay Fees or Assessments: Any member who shall be thirty (30) days or more in default in the payment of the

annual maintenance charge, or in the payment of any special assessment shall not be in good standing and shall not be entitled to vote at any meeting of the Association nor to hold office in the Association until all such delinquencies have been paid.

ARTICLE V MEMBERS' MEETINGS

Section 1. Annual Meeting: The annual meeting of the Association shall be held during the month of November each year beginning with the year 1989 on such date and time and at such place as shall be determined by the Board of Directors and specified in the notice thereof.

Section 2. Order of Business of Annual Meeting: The order of business at the annual meeting of the members shall be as follows:

- (a) Roll Call
- (b) Reading of notice and proof of mailing
- (c) Reading of minutes of last preceding
- (d) Report of President
- (e) Report of Secretary
- (f) Report of Treasurer
- (g) Election of Directors
- (h) Transaction of other business
- (i) Adjournment

Provided that, in the absence of any objection, the presiding officer may vary the order of business at his discretion.

Section 3. Special Members' Meetings: A special meeting of the members may be called at any time by the President or by a majority of the Board of Directors or upon the written request of twenty-five (25%) percent of the members when submitted in writing to the Secretary.

Section 4. Notice of Meetings of Members: At least five (5) days prior to the date of any meeting, written notice of the time and place of such meeting shall be mailed by first class mail to each member entitled to vote at such meeting as his address shown on the records of the Association. The notice of a special meeting shall state the matters to be considered and no action may be taken on any matter not set forth in the notice of special meeting.

Section 5. Quorum: Twenty-five (25) voting memberships shall constitute a quorum for the transaction of business at any members' meeting.

ARTICLE VI BOARD OF DIRECTORS

Section 1. Number and Terms of Directors: The business property and affairs of the Association shall be managed by a Board of Directors composed of seven (7) persons. Seven (7) Directors shall be elected at the organizational meeting to serve until the annual meeting to be held in August 1970. At this meeting, four (4) directors shall be elected for a two (2) year term and three (3) directors shall be elected for a one (1) year term. At each sub-

sequent annual meeting, directors shall be elected to fill the expiring places on the Board for full two (2) year terms.

Section 2. Vacancies: Vacancies on the Board of Directors shall be filled by appointment made by the remaining directors. Each person so appointed to fill a vacancy shall serve for the remainder of the term of the director whom he replaced.

Section 3. Action by Unanimous Written Consent: If and when the directors shall severally or collectively unanimously consent in writing to any action to be taken by the Association, such action shall be as valid corporate action as though it had been authorized at a meeting of the Board of Directors.

Section 4. Power to Elect Officers: The Board of Directors shall select a President, a Vice President, a Secretary and a Treasurer, who shall be members of the Board of Directors. Officers shall hold office for the term of one (1) year or until their successors are elected and qualify.

Section 5. Power to Appoint Other Officers and Agents: The Board shall have the power to appoint such other officers and agents as the Board may deem necessary for the transaction of business of the Association.

Section 6. Meetings of the Board of Directors: Regular meetings of the Board of Directors shall be held at such times and places as the majority of the Board of Directors may from time to time determine. Special meetings of the Board of Directors may be called at any time by the President or Secretary or by a majority of the Board of Directors. Directors shall be notified in writing of the time, place and purpose of special meetings of the Board at least three (3) days prior thereto. Any Director shall, however, be deemed to have waived such notice by his attendance at any meeting.

Section 7. Quorum: A majority of the Board of Directors shall constitute a quorum for the transaction of business.

Section 8. Compensation: No director or officer shall receive any salary or compensation for his services to the Association unless otherwise specially ordered by the Board of Directors or by By-Law.

ARTICLE VII OFFICERS

Section 1. President: The President shall be the chief executive officer of the Association. He shall preside over all meetings of the Board and of the members. He shall have general and active supervision of the business of the Association, subject, however, to the right of the Board of Directors to delegate any specific power except such as may be by statute exclusively conferred upon the President, to any other officer or Director of the Association. He shall be ex-officio a member of all committees.

Section 2. Vice President: In case the office of President shall become vacant by death, resignation, or otherwise, or in case of the ab-

sence of the President or his disability to discharge the duties of his office, such duties shall, for the time being, devolve upon the Vice President, who shall do and perform such other acts as the Board of Directors may, from time to time, authorize him to do.

Section 3. Secretary: The Secretary shall attend all meetings of the members and the Board of Directors and shall preserve in books of the Association, true minutes of the proceedings of all such meetings. He shall give all notices required by statute, by-law or resolution. He shall perform such other duties as may be delegated to him by the Board of Directors.

Section 4. Treasurer: The Treasurer shall have custody of all corporate funds and shall keep in books belonging to the Association, full and accurate accounts of all receipts and disbursements. He shall deposit all monies in the name of the Association in such depositories as may be designated for that purpose by the Board of Directors. He shall disburse the funds of the Association as may be ordered by the Board, taking proper vouchers for such disbursements and shall render to the Board of Directors at the regular meetings of the Board and at the annual meeting of the members an account of all his transactions as Treasurer, and of the financial condition of the Association. The Board of Directors may require the Treasurer to give bond for the faithful performance of his duties.

AMENDMENTS

These By-Laws may be amended, altered, changed, added to, or repealed by the affirmative vote of a majority of the members entitled to vote at any regular or special meeting of the members, if notice of the proposed amendment, alteration, change, addition or repeal be contained in the notice of the meeting; provided, however, that no amendments may be made to these By-Laws which would contradict, restrict, or otherwise conflict with any of the restrictions recorded for the Subdivisions included within the jurisdiction of this Association.

AMENDMENT

ARTICLE V. Section 1. Annual Meeting: The annual meeting of the Association shall be held during the month of November each year on such date and time and at such place as shall be determined by the Board of Directors and specified in the notice thereof.