

Deeds Restrictions Document - Shady Creek Subdivision-Troy, Michigan
Part of the Sylvan Glen Homeowners Association (SGHA)

It is hereby declared, that the following general restrictions are covenants running with the land, binding on the heirs, personal representatives, successors and assigns of the Grantor, and the Grantees or all individual lots in said subdivision, for the time limited in this instrument:

RESTRICTIONS

1. **RESIDENTIAL LOTS**: All lots in said Subdivision shall be known and described as residential lots. No structure shall be erected, placed or permitted to remain on any residential lot other than one single, private family dwelling with an attached private garage for not less than two cars. All attached garages shall conform to the same architectural design of house and be a part thereof.

2. **FRONT BUILDING LINE**: No dwelling shall be located less than 40 feet from the front lot line. On any lot having a curved front lot line, the dwelling shall be located not less than 40 feet from the middle point of the front lot line. No dwelling shall be located less than 40 feet from any side street line, nor less than 10 feet from any side lot line. All projections shall be construed as part of the dwelling and must be constructed within the building lines.

3. **MINIMUM FLOOR SPACE AND WIDTH**: 1700 square feet for ranch-type homes; 2200 square feet for multi-levels (i.e., 2-story, 1-1/2 story, and tri-level). Square footage is to be computed for living areas above grade levels only (except for tri-levels or quad-levels) and does not include conventional or walk-out basements.

4. **LOT SIZE**: No lot shall be reduced in size by any method whatsoever without the prior written consent of the developers or their duly authorized representatives. Lots may be enlarged by consolidation with one or more adjoining lots under ownership. In the event one or more lots are developed as a unit, all restrictions herein contained shall apply as to a single lot.

5. **TREES AND SOIL**: No trees which exceed four (4) inches in diameter shall be removed or cut nor shall surface soil be dug or removed from any lot for purposes other than building and landscaping on said lot without the prior consent of the developers or their duly authorized representatives. No fences, including ornamental fences, shall be constructed or maintained on or around any lot unless approved in writing by **SGHA** or their duly authorized representatives. Trees may be transplanted from one lot to another if owned by same party.

6. **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 along all rear, front 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 part of such easements and rights of way may be granted or assigned at any time hereafter by the Grantor to any person, firm, governmental unit or agency or corporation furnishing any such services. After such utilities have been installed, planting, or other lot line improvements shall be allowed so long as access, without charges or liability for damages, be granted for the maintenance of utilities or drainage so installed or for the installation of additional utilities.

7. NUISANCES: 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. Ham radio antennae are specifically prohibited. Swimming pools must be enclosed by a fence, other than chain link type, and must be approved by **SHGA** and must conform to any and all regulations of local and state authorities. All swimming pools must be constructed totally in ground and must be approved in writing by **SGHA**. Above ground pools will not be permitted.

8. TEMPORARY STRUCTURES: Trailers, tents, shacks, barns or any temporary building of any design whatsoever are expressly prohibited within this Subdivision and no temporary residence shall be permitted in unfinished residential buildings. A storage building or trailer may be erected for maintenance and protection of materials and supplies by a builder during the construction of a dwelling, provided, however, that it shall be removed upon completion of the dwelling. A builder having three or more dwellings under construction may install a trailer for a superintendent's construction office which shall be removed when the dwellings are completed. (Real Estate Sales Offices are not included.)

9. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one sign of not more than 6 square feet advertising the property for sale or rent, or signs used by a builder or architect to identify the property during the construction and sales period. Such signs as are allowed must be maintained in good condition at all times and must be removed on the termination of their use.

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

11. REFUSE: No lot shall be used or maintained as a dumping ground for rubbish. Trash or other waste shall not be kept except in sanitary containers properly concealed from public view. No outside incinerator shall be maintained or used.

12. GENERAL CONDITIONS: (a) No trailers or commercial vehicles other than those present on business, may be parked in the subdivision. (b) No laundry shall be hung for drying in such a way as to be readily visible from the street on which lots front. (c) All houses shall be equipped with electric disposal units. (d) No recreational vehicle shall be parked in the subdivision.

13. RAPID COMPLETION: The erection of any new buildings or repair of any building damaged by fire or otherwise shall be completed as rapidly as possible and should the owner leave such building in an incomplete condition for a period of more than six (6) months, then **SHGA** or their duly authorized representatives are authorized and empowered either to tear down and clear from the premises the uncompleted portion of such structure, or to complete the same at their discretion, and in either event, the expense incurred shall be charged against the owner's interest therein and shall be a lien upon said lands and premises.

14. OLD BUILDINGS: No old homes or buildings may be moved onto any lot or lots in this subdivision.

15. MATERIALS PERMITTED: Only brick must be used for the entire first level of all houses except for selected architectural decorative non-brick materials in selected areas, which are subject

to the approval of **SHGA**. The following materials shall not be used in the finished exterior of any building on the restricted premises: Stucco, log construction, concrete block or cinder block, or any material which the developers may consider unsuitable for the use proposed. All exterior chimneys are to be of brick construction.

16. **ROOFS**: The following type of roofs shall not be used on any buildings on the restricted premises: flat or dead level, shed, or conventional roofs with less than 8/12 pitch.

17. **PLAN APPROVAL**: **The SGHA** shall have the authority to approve or disapprove plans and specifications and otherwise guide the development of the subdivision as planned and restricted herein. Several days may be required for consideration and review by said **Association**.

No building, wall or other structure or construction, grading, land clearing or work of any nature whatsoever, shall be commenced, erected, or maintained on any lot nor shall any addition to or changes or alteration therein be made except interior alterations until the plans and specifications shall have been submitted in triplicate and approved in writing by **SHGA** or their authorized agent, and a copy thereof as finally approved lodged permanently with **SHGA**. The plans and specifications shall incorporate and clearly show the following items before consideration, including applicant's name and phone number: a topographic or contour survey plan of the lot showing existing topography and that of adjoining lots for a reasonable distance beyond lot lines, abutting roads, and stream; all proposed grade changes; location and final grade of proposed grading, buildings, drains, driveways and retaining and other walls; all trees over four (4) inches in diameter are to be identified and located on the site plan; and a tree preservation plan approved by the City of Troy Parks and Recreation Department. Plot plan may be combined with topographic or contour plan, showing name of owner, lot number and subdivision, lot dimensions, building sizes, set back, side lines, etc. Complete architectural plans drawn to a scale of 1/4 inch to the foot, including details of doors, windows, chimneys, cornices and other details and features. Full description of all exterior materials, including color, quality and/or grade of same. Samples of these materials may be required.

The **SHGA** shall have the right to refuse to approve any such plans and specifications or grading plans which are not suitable or desirable in their opinion for aesthetic or other reasons and which do not comply in every respect with restrictions. In so passing upon such plans, specifications and grading plans, they shall have the right to take into consideration suitability of the proposed buildings or other structure to be built on the site, they must harmonize with the surroundings and the effect of the building or other structure as planned on the outlook from adjacent or neighboring property.

Any change in construction after approval of original plans, whether made during construction or years later, and any later additions to a residence (including garage or porch) must be approved in writing by **SHGA** before work is commenced. Procedure for obtaining such approval is exactly the same as for the original plans, and the applicable restrictions and these restrictions must be complied with in full.

Said **SHGA** may in the exercise of their discretion as indicated above, permit the erection of such appurtenances as, for example, swimming pool, a cabana, a greenhouse or tennis court.

All changes in grade of lots and all changes of location of stream, whether made during construction or any other time, must be approved in writing by **SHGA**. The procedure is same as herein outlined, provided they are contained within the established building lines. Approval expires after 9 months, unless construction has begun and prosecuted [sic] with reasonable diligence. Extensions of time will be approved on the basis of reapplication and review.

18. CONSTRUCTION CLEAN-UP: All unused building materials and temporary construction shall be removed from the subdivision within 10 days after substantial completion of the construction. The portion of the surface of the earth which is disturbed by excavation and other construction work shall be finish-graded and seeded or covered with other landscaping as soon as the construction work and weather permits. No storage of materials and equipment on any lot will be permitted prior to two weeks of actual construction.

19. ABATEMENT OF VIOLATIONS: Violations of any condition or restriction or breach of any covenant herein contained, shall give **SHGA**, in addition to all other remedies, the right but not the obligation 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 or other violation that may be or exist thereon contrary to the intent and provision hereof, and **SHGA** shall not thereby become liable in any manner for trespass, abatement or removal.

20. SALES AGENCY: Notwithstanding anything to the contrary herein contained, the developers or their duly authorized agent, may construct and maintain a sales agency office, together with a sign or signs of not more than **(100)** square feet of front surface, on a lot of their choosing in the subdivision until such time as all of the lots in the subdivision have been sold by them.

21. DURATION: These restrictions are to run with the land and shall be binding on the Grantors, their heirs, successors, assigns, and upon any other person or persons or other entities owning or claiming any right, title or other interest in any of the land herein described, for a period of 25 years from the date this Declaration is recorded, after which time this Declaration and the restrictions herein shall be automatically extended for successive periods of 10 years each unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said restrictions in whole or in part.

22. ENFORCEMENT: Enforcement be by proceedings at law or in equity against any person or persons violating or attempting to violate any restrictions, either to restrain violation or to recover damages or by any other complaint action or remedy permitted by law. The institution of any action shall not constitute a waiver or preclude or bar any other remedy or right of action.

23. UNDERGROUND ELECTRIC AND TELEPHONE LINES: (a) Private easements for public utilities have been granted on the plat of **(Shady Creek)** Subdivision. (b) No excavations (except for public utility purposes), no changes of finished grade, and no structures of apparatus of any kind, shall be allowed within the public utility easements of the subdivision. Except as provided herein, the owner shall have the right to make any use of the land, subject to such easements, which is not inconsistent with the right of the utility. The public utilities shall have the right to trim or remove any trees, bushes, or other plants of any kind within said easements and also shall have the right to trim any trees, bushes, or other plants of any kind outside of said easements which, in the sole opinion of the utilities, interferes with the facilities thereto or is necessary for the installation, re-installation, repair, maintenance, or removal of their facilities in any public utility easement of the subdivision. The trimming or removal of such trees, shrubs, or plants of any kind by a public utility for the purposes set forth above shall be without liability to the utility. (c) No shrubs or foliage shall be permitted on owner's property within three (3) feet of the front doors of the transformer enclosures and no shrubs or foliage shall be permitted within three (3) feet of secondary connection pedestals.

24. SEVERABILITY: In the event any part of provision of the restrictions contained herein should be held ineffective or invalid for any reason, by waiver, judgment, decree or other court order or otherwise, all other parts and provisions of these restrictions shall nevertheless continue to remain in full force and effect.

25. WETLANDS MAINTENANCE: Outlot A shall remain in their natural state as long as these parcels are classified wetlands by the Michigan Department of Natural Resources/**(Department of Environmental Quality)**. Furthermore, these parcels shall be maintained free of debris by the owner of record. If the City of Troy, in its discretion, finds it necessary to come upon said parcels and perform operations necessary to keep them clear of debris, the cost of maintaining such parcels shall be billed to the owner of record. If the owner of record is the "Shady Creek Subdivision", said billing will be pro-rated equally among the lot owners in "Shady Creek Subdivision."

AMENDMENTS

These restrictions may be amended by the owners of eighty (80%) percent of the lots in the subdivision. To be more effective such amendment shall be reduced to writing, signed and acknowledged by the owners of eight[sic] (80%) percent of the lots in the subdivision and recorded with the Register of Deeds for said County.

IN WITNESS WHEREOF, the said (**Sylvan Glen Homeowners Association – SGHA**)

NAME: _____

WITNESS: _____

DATE: _____