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SUBDIVISION OPEN SPACE AGREEMENT

THIS AGREEMENT is made this 9th day of April 1975 by and between the PLYMOUTH TOWNSHIP, Wayne County, Michigan, 42350 Ann Arbor Trail, Plymouth, hereinafter called the "Township" and DOVER HOMES COMPANY, a Michigan Corporation, of 2900 West Maple Road, Troy, Michigan 48064 herein called the "Declarant".

WITNESSETH:

WHEREAS, The "Declarant" is the owner of seventy-five percent (75%) or more of the lots in the following described subdivisions:

Lots 186 through 371 inclusive, Trailwood Subdivision No. 2, Part of Sections 27, 33, and 34, Town 1 South, Range 8 East, Plymouth Township, Wayne County, Michigan according to the Plat thereof as recorded in Liber 95 of Plats, Pages 52 to 54 inclusive, Wayne County Records

WHEREAS, Article XX, Residential Unit Development Plan of the Plymouth Township 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 has developed the hereinabove described property under the provisions of said Article XX and

WHEREAS, the Declarant applied for approval under Article XX for said Subdivision at the time of the submission of the proposed plat and tentative approval, final preliminary plat approval, and final plat approval has been granted by the Township Board of Trustees of Plymouth Township, and

WHEREAS, in consideration of said plat approvals the Declarant entered into a Subdivision Open Space Agreement for said subdivision described above.

AND WHEREAS, the Declarant desires to modify said Subdivision Open Space Agreement and Plymouth Township is in accord with same and,

WHEREAS, Section 21 of the Subdivision Open Space Agreement provides that said Agreement may be cancelled, altered, amended or modified by an instrument in writing recorded in the Office of the Register of Deeds for Wayne County by seventy-five (75%) of the owners of the lots and the Plymouth Township.

RECORDED APR 14 1975 AT 10:56 AM
BERNARD J. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY, MICHIGAN 48226

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NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree that the Subdivision Open Space Agreement referred to above covering Trailwood Subdivision No. 2., Plymouth Township, Michigan is hereby terminated. Further that the subject Subdivision Open Space Agreement is hereby substituted in place of said terminated Agreement and shall be considered a binding contract and govern maintenance of the Open Space Areas contained therein. The parties hereto agree as follows:

1. The Declarant hereby dedicates and conveys to each of the lot owners of:

Lots 186 through 371 inclusive, Trailwood Subdivision a right and easement of enjoyment in and to the areas shown and designated upon the recorded plat of said subdivision as follows:

Trailwood Park "A" 9.3779 acres (Private Park)

Trailwood Park "B" 0.4304 acres (Private Park)

and hereby covenants for itself, its heirs and assigns that it has conveyed fee simple title to the Subdivision Association hereinafter described, free and clear of all encumbrances and liens except easements of record, the Subdivision Open Space Agreement and Declaration of Restrictions referred to herein and that all responsibility, and liability with respect to the property conveyed, including by way of illustration and not limitation, payment of taxes, assessments, and maintenance, rests upon and has been 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 By-laws, Rules and Regulations provided therefor.

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

3. Declarant agrees to supply each owner with a copy of this Agreement and a schematic of the development plans for the Open Space Areas (a copy of which is attached hereto and made a part hereof as Exhibit A) at the time of entering into a Purchase Agreement.

4. Title to the Open Space Areas is 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 Areas 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 Areas is vested in the Association of said Owners to be known as the TRAILWOOD HOMEOWNERS ASSOCIATION and referred to herein as the "Association".

6. Such Association has been organized and incorporated as a non-profit corporation for a perpetual term under the laws of the State of Michigan.

7. Membership in the Association shall be mandatory for each lot owner and any successive owner of residential lots in TRAILWOOD SUB. NO. 2

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 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 have no voting rights until the happening or either of the following events, whichever occurs earlier:

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

B. On November 1, 1979

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

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

8. The Association shall have the authority 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 to be used exclusively to promote the recreation, health, safety, and welfare of residents in the properties and for the improvement and maintenance of the Open Space Areas. Until January 1 of the year immediately following the conveyance of the first lot to an owner the following annual assessments 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).

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

10. All of the Open Space Areas heretofore referred to shall be equally available for the use and enjoyment of all residents and guests accompanying said residents of the Trailwood Subdivision No. 2. It is contemplated that the Declarant will at some future date amend this Agreement by adding an Open Space Area which is part of the proposed TRAILWOOD SUBDIVISION NO. 3.

Anything to the contrary notwithstanding, the Declarant may amend this Agreement as aforesaid without the lot owners consent by recording an appropriate instrument, signed by the Declarant and the Township of Plymouth 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 TRAILWOOD SUBDIVISION No. 2 and TRAILWOOD SUBDIVISION No. 3.

11. 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.

12. In the event that the Association shall at any time fail to maintain the Open Space Areas in reasonable order and condition, the Township 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 be cured within ten (10) days thereof.

13. 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 Township, in order to preserve the taxable values of the properties within TRAILWOOD SUBDIVISION NO. 2 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 Township shall not constitute a taking of the Open Space Areas nor vest in the public any right to use the same.

14. When the Township determines that the Association is ready to maintain the Open Space Areas in a reasonable condition the Township shall cease to maintain the same. LI19070 PA818

15. The cost of such maintenance by the Township shall be charged to the Association, and if not paid, shall be assessed equally against all properties within TRAILWOOD SUBDIVISION NO. 2 and shall become a lien on said properties, subject to the provisions of Article IV, Section 7 of the Declaration of Covenants, Conditions and Restrictions recorded with the Wayne County Register of Deeds.

16. The Township 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.

17. 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 Township, provided that such utilities shall be installed in such manner as to minimize damage to the natural features of the Open Space Areas.

18. The Declarant will submit to the Township a certain Declaration of Covenants, Conditions and Restrictions which will be subject to approval by the Township and which will be recorded and will constitute restrictions running with the land and applicable to said TRAILWOOD SUBDIVISION NO. 2.

19. 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.

20. These covenants are to run with the land and shall be binding on the parties hereto, their heirs, devisees, and representatives until the Township and seventy-five (75%) of the owners of said lots in this Subdivision by an instrument in writing recorded in the Office of the Register of Deeds for Wayne County, Michigan agree to cancel, alter, amend, or modify this Agreement.

21. Invalidation of any one or more of these covenants by judgment decree or order of any Court shall in no wise affect any of the other provisions which shall maintain in full force and effect.

22. 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 therefor. The Township retains the right, but not the obligation, to enforce these covenant

23. 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 Township.

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

WITNESSED:

PLYMOUTH TOWNSHIP

Barbara S. Pray
Barbara S. Pray

By: J. D. McLaren
J. D. McLaren Supervisor

Janice E. Birckelbaw
Janice E. Birckelbaw

By: Helen I. Richardson
Helen I. Richardson Clerk

DOVER HOMES COMPANY,
a Michigan Corporation

Richard L. Komer
Richard L. Komer

By: Phillip Stollman
Phillip Stollman, Secretary

Jane M. Graham
Jane M. Graham

STATE OF MICHIGAN
COUNTY OF WAYNE

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On this 9th day of April, 197⁵ before me the subscriber, a Notary Public in and for said County, appeared

J. D. McLaren and Helen I. Richardson who being by me duly

sworn did say that they are the Supervisor and Clerk respectively, of the Township of Plymouth, a Municipal Corporation, and that said instrument was signed in behalf of the Township of Plymouth, by authority of the Township Board of Trustees, acknowledged said instrument to be the free act and deed of the Township.

My commission expires:

March 6, 1976

Barbara S. Pray
Barbara S. Pray Notary Public
WAYNE County, Michigan

STATE OF MICHIGAN
COUNTY OF WAYNE

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On this 9th day of April, 197⁵ before me the subscriber, a Notary Public in and for said County, appeared Phillip

Stollman who being by me duly sworn did say that he is the Secretary of DOVER HOMES COMPANY, a Michigan Corporation, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors, and Phillip Stollman acknowledged said instrument to be the free act and deed of said Corporation.

My commission expires:

October 13, 1975

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

DRAFTED BY AND WHEN RECORDED RETURN TO:

Richard L. Komer

2900 W. Maple Road
Troy, Michigan 48064

