

The Deed Restrictions for Deer Creek Subdivision, a/k/a Windridge Village Subdivision No. 4, 5 and 6, are filed in the Wayne County Register of Deeds as three separate documents. For the convenience of the users of this web site, the following document is a combination of all three official documents.

**DECLARATION OF COVENANTS AND RESTRICTIONS FOR WINDRIDGE VILLAGE  
SUBDIVISION NUMBERS 4, 5 & 6**

Deed Restrictions For Deercreek Subdivision Are Provided Below.

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THIS DECLARATION Is made this 12th day of June 1986, by WINDRIDGE VILLAGE NO.4 DEVELOPMENT COMPANY, a Michigan Joint Venture, whose address is 2900 West Maple Road, Troy, Michigan 48084 hereinafter called "Declarant", the owner of the lands comprising WINDRIDGE VILLAGE SUBDIVISION NO. 4 being more particularly described as:

Lots 497 through 535 inclusive, of Windridge Village Subdivision No. 4, of part of the West ½ of Section 4, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan, according to the plat thereof as recorded in Liber101, pages 35 and 36 inclusive, Wayne County Records;

THIS DECLARATION Is made this 9th day of January 1987, by WINDRIDGE VILLAGE NO.5 DEVELOPMENT COMPANY, a Michigan Joint Venture, whose address is 2900 West Maple Road, Troy, Michigan 48084 hereinafter called "Declarant", the owner of the lands comprising WINDRIDGE VILLAGE SUBDIVISION NO. 5 being more particularly described as

Lots 536 through 646 inclusive, of Windridge Village Subdivision No. 5, of part of the West ½ of Section 4, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan, according to the plat thereof as recorded in Liber101, pages 57 through 60 inclusive, Wayne County Records;

THIS DECLARATION Is made this 1st day of October 1987, by WINDRIDGE VILLAGE NO.6 DEVELOPMENT COMPANY, a Michigan Joint Venture, whose address is 2900 West Maple Road, Troy, Michigan 48084 hereinafter called "Declarant", the owner of the lands comprising WINDRIDGE VILLAGE SUBDIVISION NO. 6 being more particularly described as:

Lots 647 through 705 inclusive, of Windridge Village Subdivision No. 6, of part of the West ½ of Section 4, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan, according to the plat thereof as recorded in Liber102, pages 14 through 15 inclusive, Wayne County Records;

WHEREAS, in order to provide for the preservation and enhancement of the property values and amenities and for the maintenance of the improvements in the above described subdivision, Declarant desires to subject the said subdivision to the covenants, restrictions, easements, and charges hereinafter set forth, each and all of which is and are for the benefit of the subdivision and each owner of a lot therein.

NOW THEREFORE, in consideration of the mutual, benefits to be derived by the undersigned, its successors and assigns and all intending purchasers and future owners of each of the lots in the subdivision, the undersigned Declarant, for itself, as well as its successors and assigns, does hereby publish declare and make known to all intending purchasers and future owners of each of the lots in the subdivision that the lots shall be used, held and/or sold expressly subject to the following conditions, restrictions, covenants and agreements which shall run with the land and be binding upon all grantees of individual lots in the subdivision and on each of their respective heirs, personal representatives, successors and assigns.

### **1. Residential Use [\[Return to TOP\]](#)**

All lots shall be used, improved and devoted exclusively to single-family residential purposes. No more than one dwelling house may be erected on any one lot.

### **2. Nuisances [\[Return to TOP\]](#)**

No activity shall be permitted to exist or operate on any lot which may be or become detrimental to the occupant of any other lot or which may be or become an annoyance or nuisance to residents in the neighborhood.

### **3. Maintenance [\[Return to TOP\]](#)**

Each owner of each vacant lot, and each occupant of a residence on each improved lot shall keep his lot and all improvements thereon in good order and repair and free of debris, Good order and repair shall include but not be limited to the seeding or sodding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting or other appropriate external care of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property maintenance. In addition, the owners of lots 497 and 535 shall keep and maintain the greenbelt area located on the easterly twenty (20') feet of their lot as well as the area between the easterly lot line of their lot and the paved portion of Gill Road in good order; and the owners of lots 536, 537, and 646 shall keep and maintain the greenbelt area located on the northerly twenty (20') feet of their lot as well as the area between the northerly lot line of their lot and the paved portion of Eight Mile Road in good order. In this context, maintenance of good order shall include, but shall not be limited to keeping the said areas free of debris and litter, mowing the grass, controlling weeds, pruning the trees and shrubs and otherwise maintaining such areas in a manner and with such frequency as is consistent with good property management.

### **4. Utility Easements [\[Return to TOP\]](#)**

There is hereby reserved to Declarant, Its successors and assigns, a six (6') foot wide easement in, under, on and along the sides and rear of each lot in the subdivision for installation, replacement, repair and maintenance of all utility wires, conduit, pipes and systems servicing each lot, including but not limited to water sanitary sewer, storm sewer, gas, telephone, electricity and television cable. By virtue of this easement it shall be permissible for the providing utility or service company, or its authorized agent, to enter upon any lot in the subdivision during appropriate daylight hours for the specific purpose of servicing the existing utility lines including excavating for such purposes, provided all disturbed areas are restored to the condition in which they were found. This easement shall in no way affect other recorded easements in the subdivision and shall be limited to improvements as originally installed.

### **5. Minimum Setback and Yard Requirements [\[Return to TOP\]](#)**

As to lots 497 through 535 inclusive, no building shall be erected or maintained on any lot in this subdivision which has a front yard setback of less than thirty five (35') feet from the front lot line, nor shall any building be erected or maintained on any of such lots which is nearer than eight (8') feet from any side lot line on one side, nor shall the total of both side yards be less than eighteen (18') feet in width, with regard to interior lots, and in the case of a side yard abutting a street, such side yard shall be not less than nineteen (19') feet in width. None of such lots shall have a rear yard setback of less than thirty (30') feet from the rear lot line.

As to lots 640 to 666 inclusive, no building shall be erected or maintained on any lot in this subdivision which has a front yard setback of less than fifty (50') feet from the front lot line, nor shall any building be erected or maintained on any of such lots which is nearer than twelve (12') feet from any side lot line on one side, nor shall the total of both side yards be less than twenty-four (24') feet in width, with regard to interior lots, and in the case of a side yard abutting a street, such side yard shall be not less than twenty-three (23') feet in width. None of such lots shall have a rear yard setback of less than forty-five (45') feet from the rear lot line.

As to lots 536 to 639 inclusive and lots 667 to 705 inclusive, no building shall be erected or maintained on any lot in this subdivision which has a front yard setback of less than forty (40') feet from the front lot line, nor shall any building be erected or maintained on any of such lots which is nearer than ten (10') feet from any side lot line on one side, nor shall the total of both side yards be less than twenty-two (22') feet in width, with regard to interior lots, and in the case of a side yard abutting a street, such side yard shall be not less than twenty-one (21') feet in width. None of such lots shall have a rear yard setback of less than thirty-five (35') feet from the rear lot line.

### **6. Building Height [\[Return to TOP\]](#)**

No building shall be erected or maintained on any lot which is more than two (2) stories in height or exceeds thirty-five (35) feet in height.

### **7. Lot Coverage Limitations [\[Return to TOP\]](#)**

No dwelling house and accessory buildings erected or maintained on any lot shall together cover a total of more than twenty-five (25%) percent of the area of such lot.

## **8. Minimum Lot Size [\[Return to TOP\]](#)**

In the event that one or more lots or parts of lots are developed for use as a site for a single residence, all restrictions set forth herein shall apply to such resulting site. In any event, no dwelling shall be erected, altered, placed on, or permitted to remain of any lot in this subdivision unless such lot or site has a width at the front building setback line of at least ninety (90') feet and a lot area of at least ten thousand eight hundred (10,800) square feet as to lots 497 to 535 inclusive and a width at the front building setback line of at least one hundred (100') feet and a lot area of at least fifteen thousand (15,000) square feet as to lots 640 to 666 inclusive and a width at the front building setback line of at least ninety (90') feet and a lot area of at least eleven thousand seven hundred (11,700) square feet as to lots 536 to 639 inclusive and lots 667 to 705 inclusive.

## **9. Garages [\[Return to TOP\]](#)**

A garage capable of housing at least two (2) but no more than three (3) automobiles shall be erected simultaneously with the construction of each house. All garages shall be attached to the principal dwelling or architecturally related thereto by breezeway or other means. For yard and setback purposes, all garages shall be deemed to be an integral part of the dwelling. Garages shall be only for the private use of the occupant of the related dwelling.

## **10. Minimum Floor Area of Dwelling [\[Return to TOP\]](#)**

No dwelling shall be built or maintained on any lot in the subdivision unless the interior usable floor area of a one story unit shall contain not less than one thousand four hundred (1,400) square feet; and in the case of a bi-level, split level or one and one-half (1 1/2) story unit the interior usable floor area of the ground floor shall contain not less than one thousand (1,000) square feet, with an aggregate of not less than one thousand five hundred (1,500) square feet of usable floor area; and in the case of a tri-level, quad-level or two story unit, the interior usable floor area of the ground floor shall contain not less than nine hundred (900) square feet, with an aggregate of not less than one thousand six hundred (1,600) square feet of usable floor area. All computations of square footage shall exclude garages, porches, terraces, basements, breezeways and other unenclosed or unheated areas of the unit.

## **11. Temporary Structures [\[Return to TOP\]](#)**

No trailer, basement, tent, shack, garage, barn, outbuilding or other structure of a temporary character shall at any time be used as a residence or dwelling either permanently or on a temporary basis in the subdivision. No unfinished dwelling shall be occupied as a temporary residence. Storage buildings may be maintained to house building materials and supplies during the period of construction of permitted dwellings, which storage buildings shall be removed upon completion of the dwelling units, and a temporary sales office may be maintained by each builder or builders in the subdivision during the period of construction and sales of new houses.

## **12. Signs [\[Return to TOP\]](#)**

No sign for any business or commercial purpose shall be displayed on any lot except one sign of not more than five (5) square feet in area advertising the property for sale or rent. This restriction shall not apply to signs used by builders for which permits have been granted by the City of Livonia during the period of construction of houses on the lots, for advertising, model and display purposes.

## **13. Site Distances at Street Intersections [\[Return to TOP\]](#)**

No fence, wall, hedge, shrub, planting or tree shall be permitted to remain on any corner lot which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway within the triangular area formed by lines from the curb of the intersecting streets and a line connecting them at points twenty-five (25) feet from the intersection of the streets, or in the case of rounded corners, from the intersection of the lines as extended. Trees shall be permitted adjacent to such triangular areas only so long as their foliage is maintained at sufficient height as to prevent obstruction of such site lines.

## **14. Animals [\[Return to TOP\]](#)**

No farm animals, wild animals or poultry shall be kept, bred, raised or harbored on any lot; except that household pets may be kept for the personal enjoyment of residents, and not for any commercial purpose, so long as they have such care as not to be objectionable or offensive due to noise, odor or unsanitary conditions.

## **15. Fences [\[Return to TOP\]](#)**

- a. No fence, wall or solid hedge may be erected, grown or maintained in front of or along the front building line of any lot unless it is ornamental in nature, is esthetically pleasing and is in architectural harmony with the design of the house.
- b. No fence or wall may be erected or maintained on or along the side or rear lot lines of any lot except, as follows:
  - (1) Fences required by local ordinance to enclose swimming pools.

- (2) Fences erected on the southerly edge of the greenbelt easement located on the northerly twenty (20') feet of lots 536, 537 and 646, and fences erected on the westerly edge of the greenbelt easement located on the easterly twenty (20') feet of lots 497 and 535 so long as such fences are aesthetically pleasing, are uniform each with the other in color, height and material used, and have been approved, in writing, by Declarant, prior to their construction. Each such fence shall be required to have a gate, in order to facilitate access by the lot owner to the area behind the fence for maintenance of the greenbelt and the area between the adjacent road pavement and the nearest lot line thereto.

- c. A fence may be erected to enclose a dog run or pen so long as it is located only in the rear yard adjacent to a wall of the main dwelling or garage and faces the rear or the interior of the lot.

#### **16. General Conditions [\[Return to TOP\]](#)**

- a. No lot shall be used or maintained as a dumping ground for trash, rubbish, dirt, garbage or waste. All rubbish and garbage shall be kept in sanitary containers properly concealed from public view, Garbage containers shall not be left at the street for more than 24 hours in any one-week.
- b. No commercial vehicles, boats, travel trailers, mobile homes, campers, snowmobiles or trailers used to store or transport any of these vehicles shall be permitted to be parked or stored on the driveway, or in the front, side or rear yard of any house or on any vacant lot in the subdivision for more than twelve (12) hours. Such vehicles may be parked or stored for in excess of twelve (12) hours only within a garage which conforms to the garage requirements as hereinabove set forth.
- c. No lot grade may be altered so as to interfere with the proper surface drainage of such lot, unless proper alternative provision is made for such drainage.
- d. No above ground swimming pool shall be installed, maintained or permitted on any lot in the Subdivision.

#### **17. Duration [\[Return to TOP\]](#)**

The 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 unless an instrument agreeing to change these restrictions signed by sixty. (60%) percent of the then owners of the lots or sites has been recorded.

#### **18. Enforcement [\[Return to TOP\]](#)**

These covenants and restrictions may be enforced by the institution of proceedings at law for damages or a restraining order brought by either an association of homeowners composed of owners of lots in this subdivision or this and another one or more subdivisions, by any person owning a lot in this subdivision, by the City of Livonia or by this Declarant, either singly or by legal proceedings brought by any one or more of the above jointly against any person violating or attempting to violate any covenant or restriction imposed by the provisions hereof. Failure of any one or more of the above parties to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

#### **19. Architectural Review [\[Return to TOP\]](#)**

Declarant shall have the right to approve the basic architectural plans and specifications for the houses and Subdivision entrance improvements to be constructed in the Subdivision. Declarant shall have ten (10) days to approve the basic plans, elevations and alternates provided, and in the event Declarant fails to comment on or reject said plans within the aforesaid time period, the plans shall be deemed accepted by Declarant. Any subsequent material or substantial change to the architectural plans as previously presented to and approved by Declarant shall be submitted to Declarant for its approval under the same terms and conditions as stated in this paragraph.

#### **20. Severability [\[Return to TOP\]](#)**

Invalidation of any one or more of these covenants or restrictions by judgment or court order shall in no way affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect.