

Declaration Relative to Tacoma Hills Subdivision #2
And the Tacoma Hills Home Owners Association

Date: March 21, 1957
Recorded: March 21, 1957
Liber 70, Pages 259 - 274

Relative to Lots # 126 – 139

This Declaration of restrictions, reservations, conditions, impositions, by-laws, rules and regulations, made this 21st day of March, 1957, by Matilda Kirkpatrick of Okemos, Michigan and Tacoma Hills Development Company, a co-partnership, its principal place of business at 203 Evergreen Avenue, East Lansing, Michigan, in the county of Ingham, owners of the subdivision known and platted as Tacoma Hills Subdivision #2, a part of NE ¼ of Section 28 Town 4 North, Range 1, West, Meridian Township, Ingham County, Michigan.

WITNESSETH: That whereas, the said Tacoma Hills Development Company, having subdivided the above tract of land, and designated the same as Tacoma Hills Subdivision #2, and being desirous of developing the same for high class residence purposes, and the creation and maintenance of a neighborhood possessing features of more than ordinary value to a residence community, in order to assist the grantees in providing the necessary means to better enable them and their assigns to bring this about.

Now, therefore, the said Matilda Kirkpatrick and Tacoma Hills Development Company does hereby subject all of the lots and lands in the said Tacoma Hills Subdivision #2 to the following covenants, conditions, restrictions, impositions and assessments, and does hereby set up Tacoma Hills Home Owners Association under the By-laws, Rules and Regulations hereinafter set forth.

I

There is hereby ordained and created a voluntary Association to be designated and known as the Tacoma Hills Home Owners Association, which said Association may become incorporated under the laws of the State of Michigan, if its members shall so determine.

Said Association shall be composed of the owners, grantees and assigns, owning the lots, lands and premises comprising said Tacoma Hills Subdivision #2, whether persons, firms, or corporations and shall be used jointly with the Tacoma Hills Home Owners Association in the plat of Tacoma Hills Subdivision and Tacoma Hills Subdivision #1 and such other lands as may in the future be platted as additional Tacoma Hills Subdivisions. Owners of the equitable title to any such lots, lands, and premises under contract of purchase shall be deemed to be owners for the purpose of membership. At all meetings of the Association each member, who shall not be in default in the payment of any assessments, shall be entitled to one vote for each lot owned by him, which is subject to the terms of this Declaration. The Board of Trustees of said Association shall consist of six members of whom at least three shall be residents of Tacoma Hills Subdivision. Such Board shall be elected as follows: two for a term of two years, two for a term of four years, and two for a term of six years; thereafter, two Trustees shall be elected every year to serve for a term of six years. All trustees shall serve until their successors are elected and accept their election.

*This is not a Certified copy

Election shall be held at such time and place as the Trustees may designate, during the month of November or December, preceding the expiration of the term of such Trustees. The Trustees shall give notice of such election at least ten days before date thereof by publishing in Lansing daily newspapers; or they may, at their option, mail a notice properly stamped and addressed to the last known address of each qualified member as listed in the records of the Secretary.

At the first meeting of the Trustees, after their election, and within ten days after such election, they shall elect from their number a President, a Secretary and a Treasurer, all of whom shall serve for two (2) years and until their successors are elected.

The Secretary shall keep a complete record of all actions and proceedings of said Trustees. Such records shall be kept in the custody of the Secretary, and shall be open to the inspection by the members of the Tacoma Hills Home Owners Association at any reasonable time.

The Trustees of the Tacoma Hills Home Owners Association are hereby authorized to act for and on behalf of the Association, in accordance with this Declaration, and as may be directed by the Association.

Vacancies in the Board of Trustees caused by death, resignation, inability, or refusal to act, may be filled by the remaining Trustees until the next meeting for election of Trustees.

The Trustees may call special meetings of the Association by giving ten (10) days notice.

The Association shall have the right to make such reasonable rules and regulations as do not conflict with this Declaration and may provide such means and employ such agents as will enable it to adequately and properly carry out the provisions of this Declaration; subject, however, to the limitation of its right to contract as herein provided.

II

The Tacoma Hills Home Owners Association shall have the following powers and duties, whenever, in the exercise of its discretion, it may deem them necessary or advisable;

FIRST: To keep the vacant, unused lots, platted streets and public places in Tacoma Hills Subdivision #2 in a clean and orderly condition; to cut and remove weeds and grass therefrom, to pick up loose materials, refuse, etc., and to do any other thing necessary, or desirable to keep the same neat in appearance and in good order.

SECOND: To provide and maintain such lighting for streets, parks, parkings, pedestrian ways, ornamental entrances, or other places now existing or hereafter to be created, in Tacoma Hills Subdivision #2, as shall be for the general use of the public, as the said Tacoma Hills Home Owners Association may deem necessary or essential.

THIRD: To exercise such control over streets as may be within its powers, and as it may deem necessary to desirable, subject at all times to such control of County, Township or other proper officers as may have jurisdiction over streets.

FOURTH: To care for, trim, protect, and re-plant trees, on all streets, where trees have been planted, except where otherwise provided for, and to care for, protect, and re-plant shrubbery, trees, ornamental planting, and sod in any parks, which are at the intersections of, or in other suitable places in the streets, or in the places set aside for general use of the public.

FIFTH: To provide for the erection and maintenance of gateways or entrances and other ornamental features now existing, or hereafter to be erected or created, and to establish, care for, and maintain any parks, playgrounds, or any other recreation facilities, which are now, or hereafter may be subject to this Declaration, intended for the general use of all owners and residents in Tacoma Hills Subdivision #2

SIXTH: To enforce, either in its own name, or in the name of any real estate owner or owners, as may be necessary, all building and other restrictions, which have been, are now, or may hereafter be imposed upon any of the real estate in Tacoma Hills Subdivision #2. It is stipulated and agreed that the said Tacoma Hills Home Owners Association shall have full power and authority to bring proceedings, in the name or names, of any of the real estate owners, to enforce such restrictions; the expense and costs of such proceedings, however, to be paid out of the general fund herein provided for.

SEVENTH: To provide such domestic or other service as may be deemed desirable by the Board of Trustees of the Tacoma Hills Home Association, such services to be rendered to the residents of Tacoma Hills Subdivision #2 at the expense of those receiving the service.

III

IT IS EXPRESSLY UNDERSTOOD THAT THE TACOMA HILLS HOME OWNERS ASSOCIATION shall not have the power to use the monies in the general fund for the original construction of street improvements, nor shall any part of the general fund be used for any purely private improvements, whatsoever.

IV

For the purpose of providing a general fund to enable the Tacoma Hills Home Owners Association, to perform the duties and maintain the improvements herein provided for, all real estate subject to this Declaration shall be subject to assessment to be paid to the Tacoma Hills Home Owners Association in advance by the respective owners of the real estate subject hereto.

The amount of such assessment shall be fixed by the said Tacoma Hills Home Owners Association from time to time, and shall be apportioned to the various owners in proportion to the number of square feet land owned, but the sum of such assessment of assessments for any one year shall at no time be in excess of one (1) mill per square foot of area, except that when one mill assessment is made, the minimum assessment on any lot shall not be less than \$5.00 per lot.

The maximum annual rate of assessment may be increased, however, by the Tacoma Hills Home Owners Association, by resolution stating the period of time for which such increase may be made, which resolution shall be adopted at a regular meeting of the members of the Tacoma Hills Home Owners Association by two-thirds majority of all votes subject to this Declaration; but this amount shall never exceed two (2) mills on each square foot of the lot area. This stipulation shall not be subject to change by any clause herein contained.

Assessments shall be levied annually at the meeting in November or December, but shall be payable on January 1st following such meeting. It shall be the duty of the Tacoma Hills Home Owners Association to notify all owners whose addresses are listed with the said Association, on or before that date, giving the amount of assessment, when due, and the amount due on each lot owned by them. In the event of the failure of any property owner to pay his assessment on or before thirty (30) days from the date when due, then such assessment shall bear interest at the rate of six percent (6%) per annum from the date when due, but if said assessment is paid before the thirty (30) days above provided for, no interest shall be charged.

Within sixty (60) days after the expiration of thirty (30) days from the date when due, it shall be the duty of the proper officers of the Tacoma Hills Home Owners Association to prepare and record in the office of the Register of Deeds for Ingham County, Michigan, a list containing a description of each parcel of real estate upon which the assessment has not been paid, the amount of unpaid assessment, and the name of the owner thereof. Upon the recording of such list, the amount assessed upon each parcel of real estate described therein shall become a lien on each parcel so described.

All delinquent assessments shall be due and payable with each subsequent assessment as it comes due and shall be added to and become a part thereof. Such delinquent assessments may be enforced at the discretion of the Tacoma Hills Home Owners Association. In such suits, such liens shall be enforced as mechanics' liens are enforced under the laws of the State of Michigan. The proper officers of said Tacoma Hills Home Owners Association shall be an instrument to be recorded in said Register of Deeds office release any parcel of land from such lien upon the payment by the owner of such parcel of land of the amount of such lien with interest and any costs and expenses that may have been incurred in connection therewith.

V

The Tacoma Hills Home Owners Association shall at no time contract any indebtedness or spend more money within any one year than the total amount of the assessment or assessments for that particular year, together with any surplus which it may have on hand from previous assessments.

VI

In the event it shall be deemed advisable to extend the application of this Declaration and the benefits to be had hereunder so as to take in additional contiguous territory not now made a part thereof, such territory may be brought within the terms of this Declaration provided the owners of such additional territory electing to come under the terms hereof shall in writing be filed in the office of the Register of Deeds of Ingham County impose upon said additional territory the same regulations and control as are exercised by the Tacoma Hills Home Owners Association in the lands covered by this Declaration, or any modification thereof.

VII

The Tacoma Hills Home Owners Association shall notify all owners of property included within the terms of the Declaration, insofar as the addresses of such owners are listed with the said Association, of the official address of said Association, and at what place and time regular meetings of the Association shall be held, designating the place where payments of money may be made, and any other business in connection with said Association may be transacted.

The terms of the Declaration, except as to maximum assessment or manner of termination may be modified at any time by written consent of two-thirds (2/3) of all lot owners, included within the terms of this Declaration, evidenced by agreement duly acknowledged, and recorded in the office of the Register of Deeds of Ingham County, Michigan.

VIII

The Tacoma Hills Home Owners Association shall have the power to make such agreement with the county and township officials in Ingham County, Michigan, or any other corporation, or individual, for, and in behalf of, the owners of real estate subject hereto, for the apportionment of the work upon the streets, or for any other work to be done, and shall, if possible, make such agreements as will enable it to cooperate with the county and township officials, so as to secure the greatest benefit that can be derived from the pro rata share of any county or township funds, that may be available for use in Tacoma Hills Subdivision #2.

IX

The Tacoma Hills Home Owners Association shall make such reasonable rules and regulations as will enable it to carry out the provisions and requirements herein set forth. It shall provide for a regular meeting place, and for the holding of regular meetings at reasonable intervals; it shall have the right to appoint such necessary agents and representatives, and to employ such persons as in its judgment may be necessary to properly carry out the provisions of this Declaration and may give such agents, employees or representatives such authority as may be proper and necessary for the proper discharge of such duties. The Tacoma Hills Home Owners Association shall have the power to pay all reasonable expenses incidental to the execution of the duties and exercising the powers given herein out of the funds derived from the assessments herein provided for.

X

This Declaration may be terminated, except as to the restrictions mentioned in Paragraph XIV in the following manner:

FIRST: Be written consent of the owners of two-thirds of the assessed value of the real estate subject to the terms hereof.

SECOND. By the written consent of the owners of two-thirds of the assessed value of the real estate subject to the terms hereof residing in Tacoma Hills Subdivision #2.

In either event, said written consent shall be evidenced by an agreement duly acknowledged, as deeds are required to be acknowledged, and recorded in the office of the Register of Deeds for Ingham County, Michigan.

XI

The owners who now, or may hereafter become, a party to this Declaration, and who are not delinquent in the payment of any assessments on real estate owned by them shall at all times have access to the books of the said Tacoma Hills Home Owners Association, during all reasonable hours of the day for the inspection thereof.

XII

In construing this Declaration the term "Real Estate" shall be deemed to mean not only the land itself, but all buildings and improvements. "Land" shall be interpreted to mean the land itself as furnished by nature and exclusive of buildings and improvements. "Assessed Value" shall be deemed to mean the latest value placed on the property by the public taxing authority.

XIII

All of the agreements and provision herein contained shall be deemed to be covenants running with the land and shall be binding upon the owners and grantees of such lands and their respective heirs, successors, and assigns.

XIV

RESIDENTIAL PROPERTY

All property included in the terms of this Declaration shall be subject to the following restrictions:

None of the lots in Tacoma Hills Subdivision #2 shall be used for any other purpose than residential, and there shall not be constructed or maintained upon any lot in the Subdivision any buildings except a one-family residence, garage, breezeway, or car port, and such other accessory buildings as the owners may require for his use of said premises; provided that the same are incidental to the use of said premises as a residence and are not used for any other purpose.

Residences built upon lots #133 to 139 inclusive, shall be so planned, constructed and situated so as to avoid any appearance of a rear yard.

Upon all lots in Tacoma Hills Subdivision #2 garages, breezeways and car ports may only be built if attached to or constructed as a part of the dwelling house and must be constructed at the same time as the dwelling and shall have the same building line restrictions as the dwelling proper.

Accessory building shall correspond in style of architecture with the residence and shall not be higher than sixteen (16) feet over all, and shall not be nearer the front lot line than a line drawn parallel to the front lot line at the rear of the residence.

Prefabricated houses shall not be erected upon any lot in the Subdivision.

No residence in the Subdivision shall be more than one and one-half (1 ½) stories in height, except split-level residences are permitted.

EXTERIOR WALL FINISHES: The exterior walls of all dwellings and structures appurtenant to the dwelling proper, shall be of a material fabricated for such purpose and commonly acceptable as such. Brick, stone, wood siding, exterior types of wood paneling (to include plywood), wood shingles and formed masonry products designed and fabricated specifically as a finished exterior wall material, or a combination thereof any of the above materials, is acceptable. Cement or cinder block, hollow tiles and other similar types of structural building block, whenever visible over sixteen inches (16") above the ground or grades, is not acceptable, unless covered with plaster or stucco or any of the above mentioned acceptable wall type finishes.

All building shall be of new construction and no building shall be moved from another location to any lot in this subdivision. Prior to completion of the construction thereof, no dwelling shall be used for human habitation, either temporarily or permanently. No garage or accessory building shall be used for human habitation.

MINIMUM LIMITATIONS ON DWELLINGS

No one-story residence shall be erected in Tacoma Hills Subdivision #2 on lots 126 to 139 inclusive, with less than 1400 square feet of livable first floor area.

No one and one-half story residence shall be erected on any lot in Tacoma Hills Subdivision #2 with less than one thousand (1000) square feet of livable first floor area and shall contain space for at least two finished rooms on the second floor.

No split-level residence shall be erected on any lot in Tacoma Hills Subdivision #2 with less than fifteen hundred (1500) square feet of livable floor space.

All residences to be constructed in accordance with the requirements on the Michigan State Housing Code.

The term "Livable Floor Space, or Area" shall include all the area enclosed by, and including, the exterior walls of the dwelling, but shall not include any space or area in garages, breezeways, car ports, porches and terraces.

No building shall be erected on any lot until and unless the plans for said building have been approved in writing by the Board of Trustees, of the Tacoma Hills Home Owners Association, or Tacoma Hills Development Company.

BUILDING LINES

The line of any building, or any part, erected in said Subdivision shall not be nearer to the street than the number of feet shown on the recorded Plat of Tacoma Hills Subdivision #2.

To enhance the value of your property it is recommended that a 50 foot or more set back from front street line be made whenever possible.

No part of any building, erected on any lot, shall be nearer than ten (10) feet to the side line of property owned by any other person. No dwelling shall be erected on any parcel of land in the said Subdivision with less frontage and less number of square feet than the originally platted lots, except lot #113 which shall not be less than 100 feet frontage and not less than 115 feet across the back lot line. However, it shall be permissible to build one residence on more than one lot – if the total area is thereby increased, in which case the side lot lines shall be deemed to be the boundary of the entire parcel upon which residences are constructed.

Each dwelling shall in general be placed that its front line is parallel as near as shall be practicable with the street on which it faces.

The owner of any corner lot shall have the optional choice as to which street line is considered the front lot line.

Open porches, steps and terraces may encroach over the front building line for a distance not to exceed eight (8) feet.

No fence or hedge, more than three (3) feet high, shall be erected or maintained between the building line and the street.

TREES AND SOIL REMOVAL

No trees shall be cut or removed from any lot before the complete payment of the purchase price specified, without the written consent of Tacoma Hills Development Company.

Should gravel be found on any lot, the same shall not be excavated and offered for sale – except that the same may be used for the purpose of constructing buildings to permanently remain on said lot.

All soil removed from any lot – either in grading, or excavating a basement thereon, shall at the option of the Tacoma Hills Development Company become its property, and when removed shall be dumped at such a place or places where the Tacoma Hills Development Company shall designate in the said Subdivision.

EASEMENTS

A six (6) foot easement is reserved on each side of the rear and side lot lines on every lot for the construction and perpetual maintenance of conduits, poles, wires, and mains for electricity, telephone, gas, water, sewage, drainage tile and any other utility with rights of ingress thereto and egress therefrom by employees and agents of utility companies and municipalities maintaining the same. It shall not be considered a violation of the premises if such utilities mentioned above shall pass upon, or above, some portion of any lots elsewhere than within the six (6) foot easement, but such poles shall be installed or moved in such a manner so as not to hinder the construction of buildings on any lot in this subdivision. Two or more adjacent lots may be consolidated for the purpose of building thereupon a single residence. In this case, the total area of the two or more adjacent lots so used shall be treated with regards to easements as a single lot. Except that no originally established easements shall be voided by the grouping of two or more lots, when such procedure creates an unreasonable barrier to the above stated use and purpose of the easement. Also a twenty (20) foot easement is reserved around the Lagoon, or any part thereof, for ingress and egress for the maintenance of same.

NUISANCES

There shall not be maintained nor permitted upon these premises any dangerous or vicious animals, poultry, horses, cattle, or other livestock, nor any buildings for the housing thereof, nor shall any livestock type of fencing be used.

No refuse pile or unsightly or objectionable object or feature shall be allowed or maintained upon said premises, except as a temporary measure in the act of cleaning or improving existing conditions.

No tank for storage of fuel may be maintained on any lot above the surface of the ground -- unless same is inside of a building. Buried tanks shall not be placed in areas reserved for easements.

All sewage shall be disposed of through a septic tank and system approved by the proper public official.

Receptacles for ashes, rubbish and garbage, unless inside a building, shall be underground. When receptacles are placed underground, they shall not encroach on areas reserved for easements nor be nearer the front lot line than sixty (60) feet.

No temporary building, house trailer, tent, shack, or other structures of similar nature shall be erected, moved to, or maintained upon said premises, except a Sales Office to be used for the promotion and sales of property in said Subdivision.

No billboards, or advertising boards, for posting, painting, or signs, or advertisements, shall be constructed or maintained on any of the land in this Plat, streets, roads, or public places – except signs and billboards for advertising lots and houses.

Any reasonable change, modification or addition to the within restrictions shall be considered by Tacoma Hills Development Company or Tacoma Hills Home Owners Association, and if so approved, they will then be submitted in writing, to the abutting lot owners, and if so consented to in writing, shall be recorded and when so recorded shall be binding as the original restrictions.

All the restrictions above set forth shall continue for a period of 25 years from March 21, 1957, and shall automatically be continued thereafter for periods of ten (10) years each, unless at least one (1) year prior to the expiration of this first, or any subsequent ten (10) year period, the owners of two-thirds (2/3) of the lots subject to the conditions of this Declaration, exclusive of streets and other public spaces, shall execute and acknowledge an agreement, or agreements, in writing; (1) Releasing the land subject hereto, or any part of the area thereof, from any, or all, of the above restrictions, or (2) Change any of the above restrictions, and file the same for recording in the office of the Register of Deeds for Ingham County, Michigan. The termination of any of the above restrictions in the manner provided shall in no way alter restrictions not so terminated.

All these conditions shall run with the land, and be a part of the consideration for the purchase thereof, and shall bind every subsequent vendee or owner thereof.

The purpose of the foregoing restrictions is to insure the use of the entire plat for attractive residential purposes to prevent nuisances, to prevent imperilment of the attractiveness of the property, to maintain the desired tone of the community and thereby to secure to each property owner the full benefits and enjoyments of his home with no greater restrictions upon the free and undisturbed use of his property than are necessary to insure the same advantages to other owners.

In the event that, at any time hereafter, any provision of this Declaration shall be found to be in conflict with the laws of Michigan as they exist, or may hereafter exist, then such provision of this Declaration shall on that account be held to be invalid; the remaining part, or parts, of said Declaration shall nevertheless, remain in full force, virtue, and effect.

All the provisions of this Declaration shall be deemed to be covenants running with the land, and shall be binding upon the owners and members of the Association and upon their successors, grantees, and assigns.

The undersigned Tacoma Hills Development Company joins in this Declaration for the [purpose of including their rights herein as contract purchaser hereby ratifying and confirming all the restrictions, reservations, conditions and impositions set forth.

In Witness Whereof: Matilda Kirkpatrick of Okemos, Michigan and Tacoma Hills Development Company a co-partnership of East Lansing, Michigan, by Albert L. Ehinger, a partner of East Lansing, Michigan, have hereunto set their hands and seals this 21st day of March, 1957, first above written.

Signed, Sealed and Delivered in the presence of:

/S/ Nema K. Stodard
Nema K. Stodard

/S/ Matilda Kirpatrick
Matilda Kirpatrick

/S/ Eleanor R. West
Eleanor R. West

Tacoma Hills Development Company

By /S/ Albert L. Ehinger
Albert L. Ehinger, partner.

STATE OF MICHIGAN
County of Ingham

On this 21st day of March, 1957, before me, Notary Public in and for said county, personally appeared Matilda Kirkpatrick, and Albert L. Ehinger, a partner of Tacoma Hills Development Company, to me known to be the same person described in and who executed the within and foregoing instrument, who had acknowledged the same to be his free act and deed, and that said Declaration is made for the intents and purposes therein stated.

/S/ Georgia Thaman
Georgia Thaman
Notary Public, Ingham County, Michigan
My Commission Expires: 6-25-58