

**THE RULES AND
REGULATIONS AS THEY APPLY
TO THE
ARCHITECTURAL CONTROL
POLICIES AND PROCEDURES**

Lexington Place Architectural Control Policies and Procedures

Table of Contents

General

Specifics

1. Approved Alterations-Limited Common Elements
2. Approved Alterations-Neighbor's Enjoyment
3. Approved Alterations-Association Maintenance
4. Approved Alterations-Architectural Standards
5. Exterior Front Door Speakers
6. Patio or Rear Deck Speakers
7. Exterior Remote Keyboards
8. Garage Door Remote Switches
9. Alarm Decals
10. Interior Window Treatment
11. Window and Door Screens
12. Flower Planting
13. Flower Pots
14. Hanging Flowers and Suspended Flower Boxes
15. Wind Chimes
16. Bird Feeders
17. Porch Furniture
18. Deck Furniture
19. Flags
20. Exterior Doors and Storm Doors
21. Door Knockers and Kick Plates
22. Solar Lights and Exterior Light Fixtures
23. Decorative Objects
24. Vehicles
25. Holiday Decorations
26. December Holiday Decorations
27. Autumn Decorations
28. Inflatable Figures
29. Awnings

Appendix A - Form of Modification for Awning Installation

LEXINGTON PLACE CONDOMINIUM ASSOCIATION

THE RULES AND REGULATIONS AS THEY APPLY TO ARCHITECTURAL CONTROL POLICIES AND PROCEDURES

POLICIES

To promote the aesthetic harmony and continuing attractiveness of Lexington Place and to facilitate the beneficial operation of the residential areas thereof, Lexington Place Association Board has adopted the following Architectural Control Policies and Procedures. These policies provide for community appearance standards and coordinated administration of those items related to community appearance throughout the community.

The Board of Directors is responsible for the approval of alterations and modifications to all Limited Common Elements. The Condominium Bylaws stated in Article VI, Section 9, contain the general requirements. They are:

Section 9. Alterations and Modifications of the Common Elements. No Co-owner shall make changes in any of the Common Elements, limited or general (including, without limitation, the addition or removal of any plants, trees, shrubs or flowers), without the express written approval of the Board of Directors (and the Developer during the Development and Sales Period). Notwithstanding the foregoing, the Co-owners of a Unit may construct a deck within the Limited Common Element located at the rear of the Unit as shown on the Condominium Subdivision Plan so long as the deck is constructed in conformance with plans and specifications approved in writing prior to construction by the Developer; provided that, after the Development and Sales Period, the required approval of plans and specifications to construct a deck may be granted by the Association. The Board of Directors may adopt reasonable rules permitting the addition and maintenance of plants and flowers to limited common element decks and courtyards situated within the Condominium and for the planting of flowers around the exterior perimeter of Units; provided that in no event shall any Co-owner plant or cause any vegetable garden, tree or bush to be planted on any General Common Element, including the grounds immediately adjacent to his or her Unit. No Co-owner shall construct or maintain any improvement of any sort upon any General or Limited Common Elements or cause or permit any alteration or damage to any natural area that might be included in the Condominium.

General

1. The Board may appoint representatives to a Covenants Committee to enforce these policies and review applications for alterations and modifications.
2. Alteration and modification requests will be considered only if submitted in accordance with procedures established by Lexington Place Association.
3. These requests shall be acted on in writing, within 45 days of receipt.
4. The initial approval granted by the Board shall constitute only as authority to construct. Any construction so approved shall be in accordance with the approved request, the municipality building code and shall be subject to their permits and final inspections.
5. The Board reserves the right to use any authorities granted to it under the Master Deed and Condominium Bylaws as well as any other rights available to enforce these policies and related procedures.
6. Once approved, alterations/modifications made by a Co-owner and/or contractor shall be done without expense or liability to the Association. Co-owners shall be responsible for the following but not limited to:
 - 6.1 Damage to sod, landscaping, final building grades, fences, irrigation system, utilities and building exteriors during construction;
 - 6.2 Damage to neighboring units, both interior and exterior during construction;
 - 6.3 Injury to themselves, members of the public and workmen;
 - 6.4 Damage to their unit or neighboring units caused during or after construction as a result of improper construction or a change in drainage;
 - 6.5 Maintenance of decks or landscaping installed in accordance with Article VI, Section 9 of the Bylaws;
 - 6.6 Removal and/or relocation of any existing structures, landscaping, etc., in connection with said installations;

6.7 The subsequent removal of decks, patios or landscaping, as required to allow access to the Association, municipality or utility companies for the purpose of carrying on necessary repairs or maintenance;

6.8 Removal of construction debris/trash shall be within two days of alterations/modification completion.

7. Alterations/modifications once started shall be completed in a timely manner, without delay;
8. The property management company shall act as receiving agent for all alteration and modification problems, concerns, applications, correspondence and refunds of deposit;
9. The Association reserves the right to periodically inspect alterations/modification for adequate maintenance and if in the Association's opinion adequate maintenance has not been performed, request the same from the Co-owner. Should the Co-owner fail to comply, the Association reserves the right to arrange for needed maintenance and charge the Co-owner for same plus a 10% service charge for arrangements made.

Specifics

1. Approved alterations shall be constructed only within the limited common elements as defined in Exhibit "B" to the Master Deed, as limited common areas.
2. Approved alterations shall not impair the view, privacy and/or enjoyment of neighboring units. It will be generally required that:
 - 2.1 Decks shall not be attached to or in contact with adjoining condominium units;
 - 2.2 Privacy fences shall be attached to the surface of the deck;
 - 2.3 Existing grade shall not be changed to result in impaired water drainage for the building (or neighboring building);
 - 2.4 Access shall be provided to enable outside utility meters to be read;
 - 2.5 The property management company shall be contacted when existing irrigation lines or sprinkler heads are to be moved. The Co-owner is responsible for moving heads and costs related thereto;

2.6 The Co-owner is responsible for locating all underground utility lines including the building's sump lines.

2.7 A Co-owner may, at his or her own expense, elect to replace dead or dying shrubbery in the mulch beds in front of the unit with the same size currently in place and may select from the following three options: Yew, Boxwood, Holly. The Co-owner will be responsible for all expenses and any damage that may occur to the irrigation system, lawn or any common element. The Co-owner is responsible for relocating irrigation lines if necessary. The replacement shrubbery will become the property and maintenance responsibility of the Association. Prior approval of the Board of Directors is required in the form of an approved modification request.

2.8. A Co-owner may, at his or her own expense, install shrubbery or arborvitaes in the limited common element area behind their unit. Purchase, installation and maintenance of the shrubbery will be the responsibility of the Co-owner. The Co-owner will be responsible for any damage that may occur to the irrigation system, lawn or any common element. The Co-owner shall maintain arborvitaes at height not to exceed six feet and shall remove and/or replace any dead or dying items that the Co-owner installed. A detailed plan that includes placement, size and type of shrubbery must be submitted to the Board of Directors for approval via a modification request. With respect to arborvitaes that have been previously installed at the rear of units within the development and that have been allowed to grow to a height in excess of the six-foot standard imposed above, in no event shall such arborvitaes be allowed to grow to a height in excess of the height of the gutter on the adjacent dwelling. In no event shall shrubbery, including arborvitaes, be installed to the rear of such decks or patios as may be installed within the limited common element area at the rear of a unit.

2.9 A Co-owner doing an approved installation shall be held to the following restrictions:

- Call Miss Dig to identify utility lines;
- Electrical or plumbing lines of any type may not be moved;
- Irrigation lines may be moved, if necessary, by the Association's contractor at the Co-owner's expense;
- All of the above shall be listed in the submitted modification.

- 2.10 The Board reserves the right to require a Co-owner to remove, repair or replace any area or planting in question, at the Co-owners expense, if in the Board's opinion such area or plantings have become unattractive, overgrown, unattended or otherwise not in conformance with the condominiums documents.
3. The installation of approved alterations shall not prevent the Association from performing normal maintenance and repair work.
4. Approved alterations shall be in conformance with the architectural standards of the Association. (See attachments):
- 4.1 Patios shall be concrete, stamped concrete or approved pavers. Other patio finish materials must be approved first, by the Board of Directors
- 4.2 Where decks or patios are being installed, existing sod will be removed and replaced with 2" of crushed or float stone (pea stone or gravel shall not be acceptable) on visqueen;
- 4.3 Deck railings, privacy fences and skirt or fascia boards will be stained the appropriate color as designated by the Association. The Association may elect to perform the staining and bill the Co-owner to ensure uniformity;
- 4.4 Deck floors may be sealed using a clear sealer (non color tinted), as a protective measure. It is the Co-owner's responsibility to maintain his/her deck system whether it be Co-owner or developer installed.
5. Exterior front door speakers may only be installed on the side walls, adjacent to the door on the front entry porch. Speakers shall be finished with a neutral color to match the building trim color.
6. Rear deck speakers shall be prohibited.
7. Exterior remote keyboards for Co-owner's security system shall be prohibited as well as any exterior sirens, emergency warning lights except as required by the Fire Marshall.
- “8. Exterior key or keyless garage door remote switches shall match the building trim color, and be installed on the garage door side jamb. Pad covers (if available) shall match the building trim color. The plate shall be 2 3/4" x 6 1/2" or smaller.

9. No more than four alarm decals per home shall be allowed. The decals' size shall not exceed 4 ½ " by 3". The recommended location for decals is the lower corner of an operating door or window.

10. Interior window treatment (blinds, drapes, curtains, shutters, etc.) backing shall be white or off white in color. Wood window treatments shall be white or off white or the natural color of the wood exclusive of Ebony (Black) or Mahogany. Clear leaded glass window treatments shall be allowed. "Sun catchers" are excluded.

10.1 No objects or items whatsoever visible from the outside shall be displayed in windows or on window sills.

10.2 All temporary window coverings must be replaced with permanent window treatments within 8 weeks of the closing date on the home.

11. Window and door screens shall be the same color as originally installed on the units.

12. Annual flower plantings shall be allowed in the general common elements if:

12.1 Annual plantings may be located in existing mulch beds, including mulched areas around the trees;

12.2 Plantings are compact annual flowers or spring-flowering bulbs, not exceeding 15" in height at maturity;

12.3 Annual plantings do not interfere with shrub maintenance;

12.4 Annual plantings are Co-owner maintained and must be removed by November 1st each year;

12.5 No other plantings or landscaping additions shall be allowed, nor shall any shrubbery or mulch be removed from the beds; provided that perennial plantings may be installed within existing mulch beds (but not mulched area around trees) so long as they conform to the limitations set out in 12.1, 12.2 and 12.3 above and they are trimmed back and properly thinned out by November 1st of each year.

13. Flower pots and porch rail planters shall be allowed to be placed on limited common elements (but not driveways, walks, sidewalks or mulch beds) as follows:

13.1 No more than four pots or porch rail planters may be placed on the front porch. The pots may be cylindrical, square or multiple sided in shape only;¹

13.2 Pots shall be neutral, terra-cotta or black colored, and made of clay, (glazed or unglazed), wood, concrete, plastic or any other weather resistant material;

13.3 Pots shall be no larger than 15" in diameter or 17" high, with a plant stand, the height must not exceed 30 inches;

13.4 Pots shall be well maintained and in good repair by Co-owner;

13.5 Pots shall be removed by November 1st each year by Co-owner. Evergreen potted plants may be left out year around. The Association shall not be responsible for damage to pots due to snow removal activities.

13.6 Shepherd's hook with hanging pots are allowed in the mulch area immediately adjacent to each unit as follows: Not more than one Shepard hook per unit. They may be up to 86" in overall height, with not more than two plant hangers on the hook. The hooks shall be made of wrought iron in black, dark green, or dark brown color throughout. Design must be simple, without decorative scrollwork, designs or insignias. Pot color, material, roping or wire shall be consistent with those for hanging pots. Their placement in the mulch must not interfere with underground lines, shrubs, trees or maintenance of the area. They must be used for hanging flowers only.

14. Hanging flowers and suspended flower boxes shall be allowed on rear decks (but not on front porches) as follows:²

14.1 No more than two hanging flower pots shall be allowed on rear decks per sliding glass door wall, so long as it is not attached to the siding and no more than four pots or porch rail planters may be placed on the front porch.

14.2 Hanging pots shall be simple cylinder, standard clay pot or standard hanging pot shape;

14.3 Hanging pots shall be white, neutral or terra-cotta colored, and made of clay, plastic, moss or other weather resistant material;

¹ Revised per Architectural Control Policies and Procedures Revision dated September 28, 2015.

² See paragraph 13 and included subparagraphs for rules regarding front porches.

- 14.4 Hanging pots shall be hung by natural or white colored roping or wire, using rust-resistant brackets and screws fastened to trim facing or joists. Please note: fastening to vinyl siding or shingles is not allowed.
- 14.5 Suspended flower boxes shall be neutral, natural, or terra-cotta colored, and made of clay, plastic, wood, or other weather resistant material;
- 14.6 Suspended flower boxes are to be hung from the top of the deck railing, using removable brackets (with no screws or nails) made of a rust-resistant material;
- 14.7 Hanging pots and suspended flower boxes shall be well maintained and in good repair by Co-owner;
- 14.8 Hanging pots and suspended flower boxes are to be removed by November 1st each year by Co-owner.
15. Wind chimes, wind socks, thermometers or any other item shall not be hung outside the home. Exception - a wreath may be hung on or near the front door, provided it is not attached to the siding or door.
16. Bird feeders shall be allowed on the rear decks or privacy areas where they will not infringe on neighbors privacy of enjoyment of their deck or privacy area.
17. Front porch (limited common element area) may have furniture placed on it, this furniture shall be functional (as opposed to decorative) and well maintained. Collapsible style furniture shall be stored inside.
18. Deck Furniture: It is recommended that rear deck furniture be stored indoors during the winter season. If it remains outdoors during the winter months it should be secured against movement to prevent damage to the common elements and it must not exceed the height of the railing. If the furniture is covered it must be with a neutral colored material. Only furniture and gas grills may be kept on the deck during the winter months, with the exception of flower pots (see exclusion under flower pots 13.5), and nothing may be stored beneath decks, (except grills on patios of walk-out homes, or the stone ground cover of walk-out, and daylight basement homes which have sufficient ground to deck structure clearance to store a grill) at any time. Any damage caused by items contained on or grills stored below a deck will be the responsibility of the respective Co-owner.
19. Flags may be displayed by Co-owners on their units garage door jamb.

- 19.1 Flags shall not exceed 3' by 5' in size;
- 19.2 Flag pole holders shall match the building trim color;
- 19.3 Flag holder must be mounted on the 1" x 6" garage door jamb trim board (or mount on brick if no 1" x 6" is used on the garage door jamb trim, no further than 6" from garage door jamb) at 65" above the garage floor slab;
- 19.4 Flag poles shall not exceed 72" in length or 3/4" in diameter;
- 19.5 Flags shall be well maintained and in good repair by Co-owner.
- 20. The following regulations shall apply to exterior doors and storm doors.³
 - 20.1 The color of the exterior door to a home shall not be changed from its original color in the absence of the prior written approval of the Board of Directors and the Board's determination that the change maintains the aesthetic appearance of the development.
 - 20.2 Storm doors may be installed with the prior written approval of the Board of Directors, provided that installed storm doors shall be limited to model P-100 storm doors by Fox and model 100 storm doors by Trapp in Herringbone and model #HD2500 full view storm doors by Anderson in Almond with brass hardware or equivalent items as determined by the Board of Directors. Options such as corner grills or insignias shall not be permitted. Screens supplied with the above identified model storm doors may be installed in place of the glass during the months of May through September so long as the screen has not more than one cross piece.
- 21. Door knockers and kick plates shall be permitted as follows:
 - 21.1 Door knockers and kick plates shall be solid polished brass;
 - 21.2 Door knockers shall be IVES C2 3125-605 Solid Polished Brass or an equivalent item as determined by the Board of Directors;
 - 21.3 Kick plates shall be 6" high and 34" wide manufactured by IVES: C8400 B3 or CB400 B605 Rg (Magnetic) or equivalent items as determined by the Board of Directors.

³ Revised pursuant to revisions adopted by Board of Directors pursuant to July 2021 resolution.

21.4 Door knockers and kick plates shall be well maintained and kept in good repair by Co-owner.

22. The following regulations shall apply to the installation of outdoor solar lights and replacement of exterior light fixtures.⁴

22.1 Solar lights are to be no more than 12” out of the ground, and no more than 7” in diameter and are only to be placed in landscaped beds no closer than 4 feet apart. So they will not interfere with mowing or edging, they are not permitted to be placed in the lawns. The lights may emit only white light (no colored bulbs or lenses) and the finish fixtures may be black or bronze only.

22.2 Exterior light fixtures located on the exterior of units, including those located near garage entrances, shall be maintained as appropriate to preserve the overall appearance of the community. Replacement light fixtures shall be limited to a Project Source Henfield 11.81-inch Matte Black lantern shaped fixture or an equivalent item as determined by the Board of Directors.

23. Decorative objects, such as statuary or bird baths, are not allowed on the front porch or in any of the shrub or mulch beds, in the driveways or in the general common Elements.

24. Vehicles parked outside of garages shall not be covered by a tarp, car cover or any other materials.

25. Holiday decoration may be displayed one week prior to the holiday and must be removed the day after the holiday. Except as permitted in Section 26 and the included subsections below, no lights may be placed on the outside of the home or displayed inside the windows.

26. DECEMBER HOLIDAY DECORATIONS: These guidelines have been designed to allow flexibility for each individual Co-owner and yet still maintain aesthetic harmony within the community:

26.1 One wreath or decoration is permitted on or near the front door. Please do not nail or screw into the door. The wreath may be fastened to the trim but not the siding;

26.2 One green wreath or red bow is allowed on each garage light;

⁴ Revised pursuant to Board approval at April 28, 2025 meeting.

- 26.3 Non-blinking, non-running, non-projecting or non-oscillating lights are allowed on front and rear trees and shrubs. Lights must be clear, white or colored. No audio elements may be added.⁵
- 26.4 Non-blinking lights and/or rope garland is permitted on deck rails;
- 26.5 Lights around the interior or exterior of the windows are not permitted;
- 26.6 A maximum of three exterior lighted or unlighted figures are allowed on the front porch or in the mulch bed. Each figure shall stand no taller than three feet and shall not have any moving parts or associated audio elements.
- 26.7 Please do not nail or screw into any part of the siding. All December holiday decorations should not be installed or operated prior to Thanksgiving and must be removed no later than January 15th.
- 26.8 Cords must be placed in a safe manner on the exterior lights, being properly grounded and not crossing any sidewalks. Cords may be placed so as to cross porches provided they do not cause a tripping hazard.
27. Autumn Decorations - Between October 1 and November 30, Co-owners may place a maximum of three natural pumpkins on their front porch, porch steps or in the mulch beds. Hay bales, corn stalks or other autumn decorations are not permitted. Autumn plants such as mums are allowed under the same guidelines as flower pots.⁶
28. Inflatable figures of any size are not permitted.
29. No awning may be installed on any unit in the Condominium in the absence of the prior completion and submission by the Co-owner of the unit of a modification agreement in the form adopted by the Board of Directors in October 2016 and the Board's approval of the submitted modification agreement.⁷ See form of Modification for installing awnings attached as Appendix A.

⁵ Revised per Architectural Control Policies and Procedures Revision dated September 28, 2015. The same revisions revised Sections 26.6 and 28.8 and deleted what was Section 26.7.

⁶ Sections 27 and 28 on this page added by Architectural Control Policies and Procedures Revision dated September 28, 2015.

⁷ Awning provisions added pursuant to Board of Directors Resolution dated October 25, 2016.

29.1 The awning is ONLY allowed to be installed on the rear of the unit and is intended only to cover the patio or deck; the awning cannot extend beyond the patio or deck. Window awnings are not permitted.

29.2 Awning maintenance, repair and/or structural damage (including damages to any other unit, General or Limited Common Element) is the responsibility of the unit to which the awning is being installed.

29.3 Removal and reinstallation of the awning by the Co-owner, at the Co-owner's expense, may be required by the Association to accommodate scheduled exterior maintenance.

29.4 The Association reserves the right, at its discretion, to have any work completed on awnings at the Co-owner's expense, if necessary maintenance, repair and/or requested removal is not performed.

29.5 The retractable awnings approved by the Board of Directors are exclusively manufactured by and are available only through MARYGROVE AWNING. Each system includes a 10-year warranty and the fabric is warranted for five years. The approved color for all awnings will be Linen, #037 by Sunbrella. No other color will be approved. The awning mounting brackets, hardware and frame are to be beige in color. For further information, please contact Marygrove Awning. (See contact information below.)

Marygrove Awning: 12700 Merriman Rd., Livonia, MI 48150

Contact Scott Hannah @ 419.870.7392 or 734.422.7110

29.6 Approved modification requests must be recorded at the County Register of Deeds and associated costs will be billed to the Co-owner.

29.7 The Board maintains the right to update this policy as needed to meet the needs of the community.

APPENDIX A

Lexington Place Condominium Association

INSTALLATION OF AWNING SYSTEM ALTERATION / MODIFICATION AGREEMENT

As adopted October 2016

It is hereby mutually agreed and understood between the Co-owner(s) _____, residing at _____,

Owners of unit _____ and Lexington Place Condominiums Association that Owner shall be permitted to make certain exterior modifications (i.e. installation of an awning system on rear of unit) to the above unit subject to the following conditions:

1. The ASSOCIATION shall not incur any expense, whatsoever and at any time, as a consequence of the OWNERS plans to modify the exterior of the above unit.
2. The only exterior modification authorized by this agreement is the installation of an awning system approved and in the color selected by the board of directors.
3. OWNER shall assume all responsibility for completion of the modifications in a timely and workmanlike fashion.
4. OWNER shall assume responsibility for all expenses incurred in the approved awning systems and no contractor, subcontractor or workman shall be entitled to claim or recover any expenses for completion of installation and/ or any other claim from the ASSOCIATION.
5. In the event of any damage caused by contractors during the installation of the awning system, or later from the awning systems itself, regardless of fault, the OWNER shall be responsible for the expense of any repair work and/or damage to the Common Elements, Limited or General, of the ASSOCIATION, with the understanding that the necessity for such repair work shall be determined at the sole discretion of the ASSOCIATION Board of Directors, that such repairs will be accomplished at the sole discretion of such Board of Directors, and that the payment of the expenses for any such repair borne by the ASSOCIATION shall be billed to OWNER, as described below.
6. In the event of failure of OWNER to complete or maintain the awning in an aesthetically pleasing manner, or if the awning becomes damaged, unsightly, or falls into a state of disrepair, at any time, at the sole discretion of Board of Directors of the ASSOCIATION, the Board may:
 - a.) Require the exterior dock awning to be removed.
 - b.) Repair, Maintain or complete the modification to its satisfaction and assess the expenses incurred in the completion of the installation or repair to the owner.
 - c.) Assess fines against the OWNER pursuant to the established Rule and Regulations until such installation or repair is completed to the Board's satisfaction.
7. OWNER specifically agrees that expenses (or fines) incurred by the ASSOCIATION, as described in this document, may be charged to the OWNER as outlined in the Bylaws in accordance with assessment and collection fees. OWNER expressly agrees that the application provisions of the Bylaws regarding the assessment and collection of fees may be consequences of the exterior modification herein and any problems as described in this Agreement including the right of the

ASSOCIATION to file suit against the OWNER for recovery of expenses, including attorneys fees and the filing of a lien against the property for recovery of expenses.

8. OWNER specifically acknowledges the obligation to notify any prospective and /or future purchaser(s) of the above unit that the AGREEMENT:
 - a. Has been signed and is in full force and effect with regards to the unit listed above.
 - b. That purchaser must sign a new agreement with the ASSOCIATION prior to possession or OWNER hereby agrees to remove the awning, at OWNERS expense, and repair any damage to the Buildings. Prior to closing.
9. The OWNER shall indemnify and hold harmless the ASSOCIATION from any and all expenses, damages, liability, claims and fees incurred as a consequence of the exterior modification herein.
10. The parties agree that the covenants and conditions herein shall be binding upon and inure to the benefit of the parties successors, assigns heirs and all parties subsequently obtaining an interest in Unit _____.

WITNESS:

OWNER:

Co-owner Signature

Date

Co-owner Signature

Date

ASSOCIATION:

Board President

Date

Lexington Place Condominium Association