

condemnation awards for losses to or a taking of units and/or common elements.

ARTICLE VI

RESTRICTIONS

All of the units in the Project shall be held, used and enjoyed subject to the ordinances of the Township of Augusta, applicable law and the following limitations and restrictions:

Section 1. Residential Use. No unit in the Project shall be used for other than single-family residential purposes as defined by the Township of Augusta Zoning Ordinance, and the common elements shall be used only for purposes consistent with single-family residential use. The operation of a family or group day care home within the Project is prohibited.

Use of units shall also be restricted in the following manner:

(a) Building Size and Height. No building or structure shall exceed two stories above grade or thirty-five (35) feet in height and all buildings or structures shall be constructed within the perimeter of a unit. All buildings and structures shall be in conformity with the following minimum size standards as to living area above ground level measured by the external walls:

- (1) One Story/Ranch: 1,800 square feet.
- (2) One and One-Half Story: 2,200 square feet with a minimum of 1,400 square feet on first floor.
- (3) Multi-Story: 2,400 square feet.

The Developer reserves the right, within its sole discretion, to lower the required minimum square footage for specific residences. Garages, porches and breezeways shall not be included in computing minimum size requirements. All buildings shall be constructed by a licensed contractor and completed within one (1) year from the date of issuance of a building permit by the Washtenaw County Building Department. All unused building materials and temporary construction shall be removed from the premises within thirty (30) days after substantial completion of the structure. The portion of the surface of the earth which is disturbed by excavation and other construction work shall be finish graded, seeded, sodded and/or covered with other approved landscaping as soon as the construction work and weather permit. No burial of construction debris will be permitted. All soil to be removed from any of the units either in grading or excavating will, at the option of the Developer, become the property of the Developer and when removed will be placed by the owner of the unit in such place or places within the Project as the Developer will designate at the owner's expense. All driveways shall be roughed in with a gravel base and culvert before the basement is dug. Owners may not interrupt the surface flow of storm water across their units and any driveway



constructed thereon must contain sufficient culverts to allow the passage of storm water under it.

(b) Garages. Each single family dwelling shall have a minimum of a two car attached garage, unless prevented by topography and with written approval from the Developer, or the Association as hereinafter provided in Section 3, may have a three or four car attached garage. Carports and detached garages shall not be erected, placed or permitted to remain on any unit. All driveways shall be surfaced with asphalt, concrete or paving bricks, at the time of construction of the dwelling served thereby, weather permitting. For security and aesthetic reasons, garage doors will be kept closed at all times except as may be reasonably necessary to gain access to and from any garage.

(c) Temporary Structures. No old or used structure, of any kind, shall be placed upon any unit. No temporary structure of any character such as a tent, camper, mobile home, trailer, shack, barn, and/or other out-building of any design whatsoever shall be erected or placed upon any unit prior to construction of the main residence, nor shall any such structure be occupied as living quarters at any time. This provision shall not prevent the use of temporary structures incidental to and during construction of the main residence provided that such temporary structures shall be removed from the premises immediately upon completion of the main residence.

(d) Accessory Buildings. No accessory building or other out-building shall be permitted on any unit unless it is approved by the Developer, or the Association, as hereinafter provided in Section 3. The Developer, or the Association, in the exercise of its discretion, may permit the erection of structures such as swimming pool accessory buildings, greenhouses or lawn/garden storage sheds. Notwithstanding the Developer's, or the Association's approval, such structures shall be architecturally compatible with the main residence, be constructed of similar materials on a concrete slab with a rat wall, and shall not exceed 200 square feet in size. No oil or fuel storage tanks may be installed on any unit.

(e) Swimming Pools and Other Structures. All swimming pools shall be below ground, except children's play pools, hot tubs and jacuzzi tubs, and may be installed only with prior written consent from the Developer, or the Association, if applicable, and subject to such restrictions as it may place upon their use and location. Basketball hoops and backboards may not be installed without prior written consent from the Developer, or the Association, if applicable, and subject to such restrictions as it may place upon their use and location.

(f) Fences. No owner shall construct, or cause to be constructed, any fence of any nature upon his unit or the common elements without the prior written approval of the Developer, or the Association, if applicable. Perimeter fences along the exterior lines of the Project shall be permitted, however, perimeter fences along the exterior lines between units shall not be permitted. Perimeter fences

around swimming pools shall be required to be constructed in accordance with all applicable building codes. Fences shall not be located within the front or side set-backs in front of the rear building line of the dwelling to be located on each unit and shall not exceed four feet in height except around swimming pools and tennis courts. Fences erected to screen patios, enclose child play areas and fenced dog runs may be permitted only with advance written approval of the Association as to size, location and fencing materials. No dog runs may be constructed in front of the rear line of the dwelling constructed within a unit or within the side yard set back line, and any such dog run must be attached to the rear of the dwelling to allow direct access from the house, deck or patio. Fences shall be used primarily for limited enclosure purposes. All fencing and/or screening shall be made of materials which are architecturally compatible with the main residence, specifically excluding cyclone fencing, snow fencing and plywood, but including split rail construction, which may have a green wire liner on the inner side of the fence.

(g) Exterior Lighting. No owner shall install exterior lighting that causes excessive illumination so as to constitute a nuisance to other owners. Prohibited lighting shall include, but not be limited to, mercury vapor and halogen lighting. All exterior lighting shall be mounted on the dwellings, except for low wattage lighting adjacent to driveways, decks, patios, walkways, and swimming pools.

(h) Mailboxes. The size, color, style, location and other attributes of the mailbox for each residence shall be as specified by the U.S. Postal Service and the Developer, in order to insure consistency and uniformity within the Project.

(i) Antenna. No radio, television or other antenna or aerial shall be permitted on any unit other than the type commonly used for domestic residential purposes. Any antenna or aerial shall be installed on the main residence and not on a separate pole or tower. Dish-type antennae in excess of one (1) meter in diameter shall not be permitted nor shall any antenna or aerial exceeding twelve (12) feet in height above the roof ridge line on any dwelling.

(j) Maintenance of Unimproved Units. Units which have not been improved shall remain in their natural state, but shall be maintained in a presentable condition by the owner. Grassy areas shall be mowed a minimum of twice each summer to control weeds. No dumping shall be allowed on unimproved units. The Association shall enforce this paragraph pursuant to Article XIX, below.

(k) Refuse and Garbage. Each owner shall promptly dispose of all refuse and garbage so that it will not be objectionable or visible to adjacent owners. No outside storage of refuse or garbage or outside incinerator shall be permitted. Each residence shall be equipped with an interior garbage disposal. No disposal of garbage, rubbish, leaves or debris shall be allowed on vacant units. Owners shall arrange for weekly pick-up of garbage by only one private garbage/refuse contractor. The Association may elect to take over



selection of a garbage/refuse contractor. Garden composting shall be allowed provided that it shall not result in a violation of any other restriction in these By-Laws.

(l) Drainage Easement. Some units are subject to storm water drainage easements granted to the Washtenaw County Drain Commissioner, as shown on Exhibit "B" hereto. Notwithstanding anything else contained in the condominium documents to the contrary, each unit owner shall maintain the surface area of such easements within his unit, shall keep the grass cut to a reasonable height, shall keep the area free of trash and debris and shall take such action as may be necessary to eliminate surface erosion. The unit owner shall not contour the land or install any structure or landscaping within said easements that would interfere with the flow of storm water through them. The Association shall have access to such units to maintain, repair and replace such easements.

(m) Trees. In the absence of an existing adequate number of deciduous trees, the initial owner of each unit who shall construct a dwelling thereon shall provide a minimum of two (2) trees (two inch minimum diameter five feet from ground level) in the front setback (the area between the interior side of the utility easement and the front of the dwelling) of each adjacent street. Said trees shall be placed at a minimum distance apart of fifty (50) feet. Only large deciduous trees may be installed in street margins and several acceptable examples are oak, hard maple, green ash, linden, locust, hackberry, or sycamore.

(n) Lawn Fertilizing. No lawn fertilizing shall be permitted on units within storm water drainage easements granted to the Washtenaw County Drain Commissioner in order to preserve the detention basins.

Section 2. Leasing and Rental.

(a) Right to Lease. An owner may lease his unit and the improvements thereon for single family residential purposes as defined by the Township of Augusta. No owner shall lease less than an entire unit and the improvements thereon. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Project documents. An owner, including the Developer, desiring to rent or lease a unit shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease or otherwise agreeing to grant possession of a unit to potential lessees or occupants and, at the same time, shall supply the Association with a copy of the exact lease for its review for its compliance with the condominium documents. The owner or Developer shall also provide the Association with a copy of the executed lease. If no lease is to be used, then the owner or the Developer shall supply the Association with the name and address of the lessees or occupants, along with the rental amount and due dates of any rental or compensation payable to an owner or the Developer, the due dates of that rental and compensation, and the term of the proposed arrangement. The Developer may lease any number of units and the improvements thereon in its discretion.

(b) Leasing Procedures. The leasing of units and improvements thereon shall conform to the following provisions: