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Peggy M. Haines - Washtenaw Co. REST

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**GREENFIELDS SUBDIVISION
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
GREENFIELDS CO., L.L.C.**

which is Recorded in Liber 32 of Plat Pages 48, 49, 50 and 51 of Washtenaw County Records

This Declaration of Covenants, Conditions and Restrictions is made this 12th day of November, 1999, by GREENFIELDS CO., L.L.C., whose address is 50120 West Pontiac Trail, Wixom, Michigan 48393 (hereinafter referred to as "Developer").

RECITALS

- A. Developer is the owner of certain real property located in the Township of Ypsilanti, County of Washtenaw, State of Michigan, which is described on Exhibit A, attached hereto and made a part thereof.
- B. Developer desires to: promote the proper use and appropriate development and improvement of the above-referenced property known as GREENFIELDS SUBDIVISION, (hereinafter referred to as GREENFIELDS) protect the owners of the property therein against improper use of surrounding lots as may depreciate the value of the property; guard against the construction of buildings with improper or unsuitable materials; promote adequate and reasonable development of said property; encourage the construction of attractive improvements hereon and establish appropriate locations thereof to secure and maintain proper set backs from the streets and adequate free spaces between structures; and in general provide for a residential subdivision of the highest quality and character.

NOW, THEREFORE, Developer hereby declares that the real property described on Exhibit A attached hereto is, and any parcels and/or lots into which said property may be divided is, and shall be, held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations and grants which are hereafter recorded with respect to said property; all of which conditions, covenants, restrictions, reservations and grants are for the benefit of and shall run with and bind the property and all parties having any right, title or interest in the property or any part thereof, or improvements thereon, as well as their heirs, successors and assigns.



ARTICLE I

DEFINITIONS

1. "Association" shall mean GREENFIELDS Homeowners Association, a Michigan non-profit corporation to be formed by Developer for the purposes described herein, and its successors and assigns.
2. "Common Areas" shall mean those portions, if any, of the Property (including any improvements thereon) for the common use and enjoyment of the Owners, which are designated as Greenfield Park, Greenbelt West, Greenbelt East, Greenfield Park #2, Open Space #3, Open Space #4, storm sewer system and other common areas on the recorded plat.
3. "Developer" shall mean Greenfields Co., L. L. C., its successors and assigns.
4. "Lot" shall mean each unit of land designated for residential use and the construction thereon of a single family dwelling unit, as identified on the recorded plat of subdivision.
5. "Member" shall mean a lot owner who by reason of ownership becomes a member of the Greenfields Homeowners Association.
6. "Owner" shall mean the holder or holders of the record fee simple title to, and/or the land contract purchaser of, a Lot, whether one or more persons or entities. The term "Owner" shall not include any mortgagee or any other person or entity having an interest in a Lot merely as security for the performance of an obligation, unless and until such mortgagee or other person or entity shall acquire fee simple title to such Lot by foreclosure or other proceeding or conveyance thereof, in lieu of foreclosure. In the event that more than one person or entity owns an interest in the fee simple title to a Lot, or in the event any Lot is subject to a land contract, then the interest of all such persons or entities, and the interest of the land contract seller and purchaser, collectively shall be that of one Owner.
7. "PHASE I" Shall mean that portion of the property which is described in Exhibit A attached hereto and made a part hereof, together with all Lots and Common Areas, if any as described on the final plat of the subdivision which is now or hereafter recorded by Developer with the respect to said portion of the property. (Lots 1-73)
8. "PHASE II AND SUBSEQUENT PHASES" Shall mean that portions of the property which is described in Exhibit B (Preliminary Plat) attached hereto and made a part hereof and any adjacent property Developer may choose to add by amendment, together with all Lots and Common Areas, if any as described on the plat of the subdivision which is now or hereafter recorded by Developer with the respect to said portions of the property.



ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The real Property which is subject to and which shall be held, transformed, sold, conveyed and occupied pursuant to this Declaration is more particularly described on Exhibit A, attached hereto and previously made a part thereof which is the final plat of Phase I (Lots 1-73 and attached common areas). This declaration may be amended by Developer to add additional lots or phases from future contiguous subdivision whose title is transferable to Developer, pursuant to Article 10.01 (a) of this declaration.

ARTICLE III

GREENFIELDS HOMEOWNERS ASSOCIATION

Section 3.01, Creation and Purposes. Developer shall, within six (6) months from the date this Declaration is recorded with the Washtenaw County Register of Deeds, form a non-profit corporation in accordance with the Michigan Non-Profit Corporation Act, Act No. 162 of the Public Acts of 1982, which shall be known as the Greenfields Homeowners Association, hereinafter referred to as the Association, or such other name as may be designated by Developer. The Association and its Members shall have those rights and obligations which are set forth in this Declaration and in the Articles of Incorporation and By-Laws of the Association.

The purposes of the Association shall be to maintain all common areas for the common use of all residents and owners of platted and unplatted Lots therein, and to arrange for the provision of services and facilities of common benefits, and in general to maintain and promote the desired character of Greenfields Subdivision.

Section 3.02, Membership. Developer and every Owner of a Lot shall be a Member of the Association. Every Lot Owner shall become a Member commencing on the date on which said Owner is conveyed fee simple title to said Lot or, if applicable, the date on which a land contract purchaser enters into a land contract to purchase said Lot. All membership rights and obligations shall be appurtenant to and may not be separated from ownership of any Lot. Developer may amend this declaration to include into the Association every lot owner of any future contiguous subdivision or phase whose title is transferable to Developer.

Section 3.03, Voting Rights. The Association shall have two (2) classes of Voting Members, which are as follows:

- (a) Class A Members shall consist of all Owners of Lots other than Developer. Each Class A Member shall be entitled to one vote on each matter submitted to a vote of Members for each Lot owned by the Class A Member. Where title to a Lot is in more than one person or entity, all such persons or entities shall be Members and jointly shall be entitled to only one vote per Lot. Where a Lot has been sold pursuant to as land contract, the purchaser under said land contract



shall be entitled to the vote for said Lot. Such multiple Owners (including co-purchasers under a land contract) may exercise said one vote per Lot as they may mutually agree, and such co-owners or co-purchasers shall notify the Association, in writing, or the person entitled to exercise such vote. In the event any multiple Owners fail to provide such notice the Association within thirty (30) days prior to the date set for a meeting, the name first appears on record title shall be deemed to be the Member authorized to vote on behalf of all the multiple Owners and any vote cast in person or by proxy by said Owner, or the failure of said Owner to vote, shall be binding upon all such multiple Owners.

- (b) Developer shall be a Class B Member. In order to assure the orderly development and maintenance of the Property and the Common Areas, the Class B Member shall be entitled to three (3) votes for each Lot owned. Class B membership shall terminate as to any Lots owned by Developer at the time any such Lot is sold or conveyed to an Owner other than Developer, which Owner shall thereafter be a Class A Member.

Section 3.04. Articles and By-Laws. The Association shall be organized, governed and operated in accordance with its Articles of Incorporation and By-Laws, which shall be consistent with the provisions and purposes of this Declaration. In the event there exists any conflict between the provisions contained within the Association Articles of Incorporation and By-Laws and the provisions contained within this Declaration, the provisions of this Declaration shall control.

Section 3.05. Directors. The right to manage the affairs of the Association shall be exclusively vested in the Association Board of Directors. The Developer shall be the sole Director until such time as ninety (90%) percent of the Lots within all Phases have been sold and conveyed by Developer, or until such earlier time as Developer may elect, in its discretion's. Thereafter, the Board of Directors shall consist of three (3) members, who shall be elected by the Members of the Association in accordance with the provision of the Articles of Incorporation and By-Laws of the Association.

ARTICLE IV

COMMON AREAS

Section 4.01. Right of Members to Use Common Areas. Each lot owner of Greenfields Subdivision and lot owner in every future contiguous subdivision or phase who's title is transferable to Developer; that Developer decides to amend this declaration for, shall have the right and non-exclusive easement to use the Common Areas. Such right and easement shall be appurtenant to, and shall pass with title to, every Lot and unplatted portion of the Property.



The Common Areas include:

1. Greenbelt East, Greenbelt West, Greenfield Park #2, Open Space #3, Open Space #4 and Greenfield Park.
2. The detention basin, landscaping, fencing and surrounding area situated around the detention basin easement area.

Section 4.02. Title to Common Areas. At such time as the Association has been formed and organized the Developer may, in its discretion, convey title to the Common Areas to the Association. In any event, Developer shall convey all of the Common Areas within the Association at or before such time as the fee simple interest in ninety (90%) percent of the Lots have been conveyed by Developer. The conveyance of the Common Areas shall be subject to any easements reserved, dedicated or granted by Developer.

Section 4.03 Common Area Easements. Developer, the Association and the Township of Ypsilanti, their agents and representatives, shall have reasonable access to the Open Spaces and other common Areas at all reasonable times for purposes of maintenance, repair, inspection, operation and improvement thereof.

Upon conveyance by Developer to the Association of title to the Common Areas, the Association shall have the right to dedicate or transfer all or any part of the Common Areas to the public use and the right to reserve, dedicate or grant public or private easements for such purposes and subject to such conditions as may be agreed upon by the Members; provided, however, that any dedication, transfer or determination as to the conditions thereof shall be effective only upon execution of an instrument signed by the holders of two-thirds of each Class of all outstanding Class A votes and Class B votes and provided further than any dedication, transfer or determination as to the conditions thereof shall be effective only upon the prior consent of the Township of Ypsilanti.

Section 4.04 The Association shall be responsible for preserving, retaining, maintaining and upkeep of all the common areas within Greenfields.

Section 4.05 Open Space #3 and #4: Open Space 3 and Open Space #4 are designated on the final plat "for future road expansion" Private Park. Any lot owner in Greenfields Subdivision or any future phase understands and accepts that the intent and purpose of Open Space #3 and #4 is to leave enough room for possible future roads, which would benefit the health, welfare and safety of all people of Ypsilanti Township and Washtenaw County. Open space #3 and Open Space #4 shall remain Open Spaces and common areas and be maintained and repaired by the Association until Washtenaw County or Ypsilanti Township decide they need one or both of these Open Spaces for future roads at which time the Open Space or Spaces would revert to the Washtenaw County Road Commission or any other governmental unit having jurisdiction. By purchasing a lot in Greenfields or any adjacent phase or subdivision, all lot owners hereby waive and discharge any rights or control they may have in Open Space #3 or #4 if either or both of these parks are needed or wanted for a future road.



If any lot owner or owners attempts to prevent either Open Space #3 or #4 from becoming a road at a future date, that lot owner and their lot shall be responsible for any additional legal expenses, court cost, inconveniences and lost time incurred by the developer, adjacent land owners, Ypsilanti Township, Washtenaw County Road Commission, or the Association to defend this paragraph 4.05 of the declarations and the final plat.

ARTICLE V

COVENANTS FOR MAINTENANCE AND CAPITAL CHARGES

Section 5.01. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot, other than Developer, by accepting conveyance of such Lot, or by entering into a land contract for the purchase of such Lot, shall be deemed to covenant and agree to pay to the Association when due the assessments described below, regardless of whether or not such covenant shall be express in such instrument of conveyance or land contract.

- (a) annual assessments to meet regular Association expenses, which shall include such assessment required to maintain any easement; and
- (b) special assessments for capital improvements to be established and collected as set forth below; and
- (c) special assessments for maintenance of Owner's premises, to be established and collected as set forth below; and
- (d) all other assessments for taxes, levies, assessments or other charges lawfully imposed or charged to the Association with respect to the Common Areas.

The foregoing assessments, together with such interest thereon and costs of collection thereof (including court costs and reasonable attorneys' fees) which are described below, shall be a lien on the Lot against which they are made and all improvements thereon. Each such assessment, together with interest thereon at the greater of seven (7%) percent per annum and the cost of collection thereof, in addition to constituting a lien on such Lot and improvements, shall also constitute a personal obligation of the person who was the Owner of the Lot on the date the assessment was established.

Section 5.02. Purpose of Annual Assessments. The annual assessments levied under this Article V shall be used by the Association for the purpose of;

- (a) promoting the recreation, health, welfare and safety of the residents of the property;
- (b) improving, landscaping and maintaining the Common Areas;
- (c) providing services and facilities for the benefit of residents of the Property;
- (d) maintaining, beautifying and improving the streets, parkways, rights-of-way and entrance ways within the Property; and
- (e) discharging any taxes, insurance premiums and mortgage installments relating on the Common Areas and improvements thereon.



Section 5.03. Annual Assessments. Commencing in the year the Association is formed, and for each fiscal year of the Association thereafter, annual assessments shall be levied and paid in the following manner:

- (a) The Board of Directors of the Association shall levy against each Lot an assessment, based upon the projected costs, expenses and obligations of the Association for the ensuing fiscal year, which assessment shall be a specified amount per Lot.
- (b) For the first year in which the Association is formed, the annual assessment shall be in the amount of \$130.00 per Lot. Within thirty (30) days from the beginning of each fiscal year of the Association thereafter, the Board of Directors shall send a written notice of assessment to each Owner stating the amount of the assessment established by the Board of Directors for the ensuing year. Each Owner shall pay said assessment within thirty (30) days from the date said written statement is mailed. Assessments not paid within said thirty (30) day period shall be deemed delinquent and interest shall accrue on delinquent assessments at the rate of seven (7%) percent per annum.
- (c) Any owner who acquires a Lot from Developer or from a person or entity exempt from the payment of assessments under Section 5.07 below, shall pay to the Association, on the date said Lot is conveyed to the Owner: (i) the amount of \$200.00, which constitutes a one-time, non-refundable contribution to the Association's working capital account (and not a prepayment of any annual or special assessment); and (ii) an amount equal to the prorated balance of any annual assessment and special assessment, if any, established for the then current assessment period, based upon the number of days remaining in the then current assessment period from the date of conveyance. For each fiscal year thereafter, such Owner shall be liable for any and all assessments levied in accordance with this Article V.
- (d) The fiscal year of the Association shall be established in the manner set forth in the Association's By-Laws.
- (e) the Board of Directors, in its discretion, may establish an installment program for the payment of any regular, special or deficit assessment and may charge interest in connection therewith.

Section 5.04. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 5.03 above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any improvements on the Common Areas, including any fixtures, equipment and other personal property relating thereto, provided, however, that no such special assessment shall be levied unless first approved by sixty (60%) percent of the total combined Class A and Class B votes, cast in person or by proxy at a meeting of the



Association Members duly called for such purpose. Written notice of such meeting shall be sent to all Members at least thirty (30) days in advance of the meeting, which notice shall set forth the purpose of the meeting. Any such special assessments shall be due and payable according to the terms and conditions and in the manner specified in the resolution of the Association. Any special assessment not paid when due shall be deemed delinquent and interest shall accrue on such delinquent assessment at the rate of seven (7%) percent per annum.

The quorum required for the first meeting called for the purpose of voting on a special assessment shall be at least (30%) percent of all the then authorized votes present, either in person or by proxy. If the required quorum is not present at the first meeting called for the purpose of considering the special assessment, another meeting may be called for said purpose, notice thereof to be given as provided for in this Section 5.04 and the required quorum at any such subsequent meeting shall be two-thirds of the required quorum for the first meeting, provided that such second meeting is held within sixty (60) days from the date of the first meeting.

Section 5.05 Uniform Assessment Rate: Assessments Against Specific Properties.

- (a) Subject to Section 5.05(b) below, all annual, special and deficit assessments shall be fixed and established at the same rate for all Lots within the Property.
- (b) Notwithstanding Section 5.05(a) above, and in addition to the assessments otherwise authorized in this Article V, the Association may levy a special assessment against one or more specific Lots, for the purpose of maintaining and caring for the surface thereof and any plantings, landscaping or other vegetation located thereon. A special assessment for such purposes shall not be levied except in compliance with the following procedures:
 - (i) The Associations shall determine that the appearance of a Lot, or a portion thereof, significantly detracts from the appearance and attractiveness of the remainder of the Property or otherwise constitutes a violation of the restrictions set forth in Article VI herein below. Such determination shall be made by the Board of Directors. (ii) Written notice of such determination which specified the nature of the unsatisfactory condition and the actions required to remedy the unsatisfactory condition, shall be delivered to the Owner of the offending Lot. (iii) The Owner shall have a period of not less than ten (10) days from the date said Owner receives the above-referenced notice to commence the required work. (iv) If the Owner has not commenced the required work within said ten (10) day period, or, if having commenced such work, it is not completed within a reasonable time after commencement, the Association shall have the right to enter upon the Owner's property, complete the required work and assess the cost against such Lot; provided, however, such cost shall not exceed the reasonable cost for performing such work. (v) Any assessment levied under this Section 5.05(b) shall be due and payable thirty (30) days from the date the Owner receives a statement. Any such assessment not paid when due shall be deemed delinquent and interest



shall accrue on such delinquent assessment at the rate of seven (7%) percent per annum, plus a \$25.00 late fee for each month in which the assessment is not paid.

Section 5.06 Certificate With Respect to Assessments. Upon the written request of any Owner, the Association shall furnish, within a reasonable time, a written certificate regarding the status of any assessments levied against such Owner's Lot(s). Any such certificate, when properly issued by the Association, shall be conclusive and binding with regard to the status of the assessment as between the Association and any benefit purchaser of said Lot(s) described in the certificate and the lender who has taken a lien on said Property as security for the repayment of a loan.

Section 5.07 Exemptions from Assessments. (a) All Lots owned by Developer shall be exempt from all regular, special and deficiency assessments. Upon conveyance of any Lot by Developer to a Class A Member, the exemption for each such Lot shall thereupon cease and such Lot shall then be liable for the prorated balance of that year's established annual assessment and special assessment, if any. Notwithstanding the foregoing, however, any Lots owned by Developer shall not be exempt from assessments by the Township of Ypsilanti for real property taxes and other charges. (b) Builders, developers and real estate companies who own or hold any Lot(s) for resale to customers in the ordinary course of business shall not be liable for the payment of any regular, special or deficit assessments imposed by the terms of this Article V: provided, however, that any exemption established by this Section 5.07(b) shall cease and terminate as to any Lot contained in any Phases in the event construction is not commenced within two (2) years from the date the plat of subdivision for the applicable Phase has been recorded.

Section 5.08. Subordination of Liens to Mortgages. The lien for assessments provided for in this Article V shall be subordinate to the lien of any mortgage or mortgages held by any institution existing of record at the time the lien for assessments shall be imposed. Sale or transfer of a Lot, or any portion thereof, shall not affect the assessment lien. However, the sale or transfer of any Lot in connection with a mortgage foreclosure proceeding, or any proceeding in lieu thereof, shall extinguish the lien of the assessments, interest and charges, which became due prior to such sale or transfer, but in no such event shall the prior owner of said Lot be relieved of any liability for such obligations and debts. No sale or transfer pursuant to any foreclosure proceeding, or any proceeding in lieu thereof, shall relieve any Lot from any assessments thereafter levied or from the lien accruing from such assessments, and not subsequent sale or transfer shall release such Lot from liability for any assessment, interest or charges which thereafter become due or from any lien therefore.

Section 5.09. Collection of Assessment and Creation of Lien. If any assessment shall not be paid within thirty (30) days from the date payment is due, the Association may sue the Owner and obtain a personal judgment against said Owner and/or may enforce the lien in the Circuit Court for Washtenaw County, Michigan, in the same manner as, and by following similar procedures which are required for, the foreclosure of mortgages, whether by advertisement or judicial action, including the allowance of such costs and reasonable attorney's fees as would be taxable in the foreclosure of a mortgage.



Section 5.10. Action by the Township of Ypsilanti. In the event the Association falls at any time to maintain the Common Areas in reasonable order and condition, the Township of Ypsilanti may serve written notice upon the Association setting forth the manner in which the Association has failed to maintain the Open Spaces or other Common Areas and such notice shall include a demand that deficiencies of maintenance be cured within thirty (30) days thereof and shall further state the date and place of a hearing thereof before the Township Board or such other board, body or official to whom the Township Board shall delegate such responsibility, which shall be held within fourteen (14) days of such notice.

If deficiencies set forth in the original notice, or any modification thereof, shall not be cured within such thirty (30) day period or any extension thereof, the Township of Ypsilanti, in order to prevent the Common Areas from becoming a nuisance, may maintain the same and the costs of maintenance shall be assessed against the Owners of the Lots and their respective successors and assigns, which assessment shall be payable in the manner required by the Township of Ypsilanti. In addition to other methods of collection, the Township of Ypsilanti shall have the right to place such assessment of the Township Tax Rolls on the assessed property.

ARTICLE VI

GENERAL RESTRICTIONS

Section 6.01. Land and Building Use Restrictions. All lots in Greenfields Subdivision shall be used for private residential purposes only and not building, except an existing building or as specifically authorized elsewhere in this Declaration, shall be erected, re-erected, placed or maintained or permitted to remain thereon, except one (1) single family private dwelling or model home and an attached private garage containing not less than two (2), nor more than four (4) parking spaces for the sole use of the Owner or occupants of the dwelling. No other accessory building or structure may be erected in any manner or location without the prior written consent of the Association.

Section 6.02. Dwelling Quality and Size. It is the intention and purpose of this Declaration to insure that all dwellings in Greenfields Subdivision shall be of quality design, workmanship and materials approved by Developer. All dwellings shall be constructed in accordance with the applicable governmental building codes, ordinances and/or regulations and with such further standards as may be required by this Declaration or by Developer, its successors and/or assigns or Architectural Control Committee. The minimum square footage of floor area of a dwelling, exclusive of attached garages, steps, open and/or closed porches, breezeways and similar facilities, shall be (1) one story dwellings, not less than one thousand three hundred (1,300) square feet; (2) for two story dwellings (including, but not limited to, bi-levels and tri-levels), not less than one thousand four hundred (1,400) square feet.

Section 6.03. Building Location. Except as provided in Section 6.04, all buildings and structures shall be located on each Lot at least twenty-five (25) feet from the front lot line. Dwellings and garages shall be located at least thirty-five (35) feet from the rear lot line



and at least five (5) feet from one side lot line and the total of two side lot lines must be at least sixteen (16) feet. For purposes of these set back and side yard provisions, eaves, steps and open porches shall not be considered as part of any building or structure. If the applicable governmental laws or ordinances require greater lot line distances, the laws or ordinances shall apply.

Section 6.04. Lot Size. The minimum lot size for each Lot shall be the lot size established for said Lot in the applicable recorded plat of subdivision. In the event more than one (1) Lot, or portions thereof, are developed as a single unit (and except as to the obligation of each Lot Owner for any assessments made against each separate Lot), all Restrictions set forth in this Declaration shall apply to such resulting unit in the same manner as to any single Lot.

Section 6.05. Driveways. Access driveways and other paved areas for vehicular use on a Lot shall have a base of compacted sand, gravel, crushed stone or other approved base material and shall have a wearing surface of concrete. Plans for driveways, pavement edging or markers must be approved by Developer, in writing, prior to commencing any construction in accordance with such plans.

Section 6.06. Natural Drainage Ways. Where there exists on any Lot(s) a condition of accumulation of storm water remaining over an extended period of time, the owner may, with the written approval of Developer and the Township of Ypsilanti, take such steps as shall be necessary to remedy such conditions, subject to the provisions of Section 6.26 below and provided that no obstructions or diversions of existing storm drain swales and channels, over and through which storm water naturally flows upon or across any Lot, shall be made by an Owner in such manner as to cause damage to other property.

Section 6.07. Building Materials. Exterior building materials may be stone, brick, wood, vinyl or aluminum siding or any other material blending with the architecture and natural landscape which is approved by Developer.

Section 6.08. Home Occupations, Nuisances and Livestock. No home occupation, profession or commercial activity shall be conducted in any dwelling located in Greenfields Subdivision, with the exception of model homes owned by, or the sales activities of, Developer or builders, developers and real estate companies who own or hold any Lots for resale to customers in the ordinary course of business. No noxious or offensive activity shall be carried on in which may be, or may become, an annoyance or nuisance to the neighborhood, other than normal construction activity. No chickens or other fowl or livestock shall be kept or harbored on any Lot. No animals or birds shall be maintained on any Lot, except customary house pets for domestic purposes only. All animal life maintained on any Lot shall have such provisions and care so as not to become offensive to neighbors or to the community on account of noise, odor, unsightliness and no household pets shall be bred, kept or maintained for any commercial purposes whatsoever. No burning of refuse shall be permitted outside the dwelling, except that the burning of leaves shall be permitted if allowed



by ordinance of the Township of Ypsilanti. No Lot shall be used or maintained as a dumping ground for rubbish or trash, whether occupied or not.

Section 6.09. Plant Diseases or Noxious Insects. No plants, seeds or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Lot.

Section 6.10. Temporary Buildings, Damaged Dwellings and Reconstruction. No trailer, mobile home, van, tent, shack, garage, bar, out-building or structure of a temporary character shall be used at any time as a temporary or permanent residence, nor shall any basement be used for such purposes; provided however, that the foregoing restriction shall not apply to any activities by Developer or any builder, developer or real estate company during any sales and/or construction periods. All permanent dwellings shall be completed during any sales and/or construction periods. All permanent dwellings shall be completed within two (2) years from the commencement of the construction. Any building which is not completed within two (2) years from commencement of construction or any damage or destruction not promptly remedied shall be deemed a nuisance and may be abated as provided by law. Any and all property within any public or private road or right-of-way which is disturbed by reason of any work performed by an Owner, or said Owner's agents, servants, employees or independent contractors, in erecting any building or structure on said Owner's Lot shall be restored by said Owner, at Owner's sole expense, to its condition immediately prior to the commencement of such work. Said restoration shall be performed immediately following the completion of said work, or if such work is not completed, within a reasonable time following the date the work stopped.

Section 6.11. Soil Removal. Soil removal from Lots shall not be permitted, except as required for building construction and/or as permitted by Developer. In addition, all construction shall be subject to requirements of the Michigan Soil Erosion & Sedimentation Control Act.

Section 6.12. Underground Wiring. No permanent lines or wires for communication or other transmission of electrical or power (except transmission lines located on existing or proposed easements) shall be construction, placed or permitted to be placed anywhere above ground on a Lot other than within buildings or structures.

Section 6.13. Maintenance of Side Strips. Each lot owner shall be responsible for the maintenance of parkways or public rights-of-way located between their lot lines and edges of street pavements on which said Lots abut.

Section 6.14. Tree Removal. Clear-cutting or removal of trees greater than eight (8) inch caliper at breast height shall not be permitted unless such clear-cutting or tree removal is in compliance with all applicable municipal ordinances. It shall be the responsibility of each Lot Owner to maintain and preserve all large trees on its Lot, which responsibility includes welling trees, if necessary. Initial development activity by builder/developer is exempt from this Section 6.14.



Section 6.15. Performance of Construction. No building shall be erected on any Lot except by a contractor licensed by the State of Michigan for such purpose.

Section 6.16. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, motor homes, camping trailers, motorcycles, all terrain vehicles, snowmobile, snowmobile trailers, or vehicles, other than automobiles or vehicles used primarily for general personal transportation use, may be parked or stored upon the Premises, unless parked in the garage with the door closed. No inoperable vehicles of any type may be brought or stored upon the Premises either temporarily or permanently. **Commercial vehicles and trucks shall not be parked in or about the Premises (unless parked in garage with door closed) except while making deliveries or pickups in the normal course of business.** Each owner shall park their car or cars in the garage spaces provided therefor and shall park any additional car which they own in their driveway. Owners shall, if the Association shall require, register with the Association all cars maintained on the Premises. Use of motorized vehicles anywhere on the Premises, other than passenger cars, authorized maintenance vehicles and commercial vehicles as provided in this Section 6.16, is absolutely prohibited. Parking on any street in the Association is prohibited, except as the Association may make reasonable exceptions thereto from time-to-time. If the temporarily or permanently prohibit the maintenance of more than two cars by a Owner. Owners shall, if the Association shall require, register with the Association all cars maintained on the Premises.

Section 6.17. Garbage and Refuse. Trash, garbage or other waste shall be kept only in closed, sanitary containers and other waste shall be kept only in closed, sanitary containers and shall be promptly disposed of so that it will not be objectionable to neighboring property owners. No outside storage for refuse or garbage shall be maintained or used unless the same shall be properly concealed. The burning or incineration of rubbish, trash, construction materials or other waste outside of any residential dwelling is strictly prohibited.

Section 6.18. Fences and Obstructions. No perimeter fences, walls or similar structures shall be erected on any Lot. No other fences, walls or similar structures shall be erected on any Lot without the prior written approval of the Association. Such approval shall be granted for enclosing swimming pools permitted under Section 6.21. All fences must be in compliance with Ypsilanti Township's fence regulations. Swimming pools shall not be used as an excuse to enclose an entire rear yard of a lot with a fence. The Association shall have complete discretion in determining how much rear yard may be enclosed due to a swimming pool. No fences or walls, are allowed in front or side yards except simple decorative structures approved by Association. Dog runs up to 150 square feet and attached to the rear of the house are allowed.

Section 6.19. Landscaping and Grass Cutting. Upon completion of a residential dwelling on any Lot, the Owner thereof shall cause such Lot to be finish graded and sodded and suitably landscaped as soon after such completion as weather permits, and in any event within eight (8) months from the date of completion. When weeds or grass located on any Lot exceed six (6) inches in height, the Owner of said Lot shall mow or cut said weeds and grass over the entire Lot except in wooded areas, Woodlands and Wetlands. If said Owner



fails to mow or cut weeds or grass within ten (10) days after being notified, in writing, the Developer may perform such work and the cost thereof shall be come a lien upon the Lot(s) involved until paid. All Lots owned by Developer or a builder who owns Lots for resale in the ordinary course of business shall be exempt from the foregoing restrictions contained in this Section 6.19. Upon conveyance of any Lot by Developer or a builder to an Owner other than Developer or a builder, the exemption for said Lot shall thereupon cease and such Lot shall be subject to all the restrictions contained in this Section 6.19.

Section 6.20. Motorized Vehicles. No bikes, motorcycles, snowmobiles or other motorized recreational vehicles shall be operated on any Lot or in any drain easement, side strip, Common Areas, or retention area of the subdivision.

Section 6.21. Swimming Pools, Tennis Courts and Other Structures. No swimming pools, tennis courts, outdoor whirlpools, hot tubs, wood decks or other recreational structures shall be constructed on any Lot without the proper written approval of the Association and the Architectural Control Committee. The construction of any swimming pool or other recreational structure which has been approved, in writing, by the Association and/or the Architectural Control Committee shall be constructed in accordance with this Declaration and with all applicable local ordinances and/or state laws. Above ground pools are not permitted.

Recreational structures, including swimming pools, tennis courts, whirlpools, hot tubs and the like, if permitted in writing by the Association, shall be screened from any street lying entirely within the Property, by wall, solid fence, evergreen hedge or other visual barrier as approved in writing by the Association and in compliance with all laws and governmental regulations and ordinances pertaining thereto.

Section 6.22. Signs: Illumination. No signs of any kind shall be placed upon any Lot or any building or structure located on a Lot, or any portion thereof, unless the plans and specification showing the design, size, materials, message and proposed location(s) have been submitted to, and approved in writing by Developer, with the exception of: (I) non-illuminated signs which are not more than four (4) square feet in area pertaining only to the sale of the premises upon which it is maintained; and (ii) non-illuminated signs which are not more than two (2) square feet in area pertaining only to a garage sale conducted on the premises, which garage sale and sign placement shall not exceed three (3) days. The foregoing restrictions shall not exceed three (3) days. The foregoing restrictions contained in this Section 6.22 shall not apply to such signs as may be installed or erected on any Lot by Developer or any builder who owns Lots for resale in the ordinary course of business, during any construction period or during such periods as any residence may be used as a model or for display purposes.

No exterior illumination of any kind shall be placed or allowed on any portion of a Lot other than on a residential dwelling, unless first approved by Developer. Developer shall approve such illumination only if the type, intensity and style thereof are compatible with the style and character of the development of the Lot. All signs must be in compliance with any current Ypsilanti Township ordinance or regulation.