

STATE OF MICHIGAN  
LENAWEE COUNTY  
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10 AUG 1999 1:33:57 PM

VICTORIA J. DANIELS  
REGISTER OF DEEDS

**DECLARATION OF RESTRICTIONS**  
**RED MAPLE HEIGHTS**  
**Tecumseh, Michigan**

This Declaration is made this 10th day of August, 1999, by Red Maple Development, L.L.C., a Michigan Limited Liability Company, of 3312 Bent Oak Hwy., Adrian, Michigan 49221.

WHEREAS, Red Maple Development, L.L.C., is the owner of the property and has become the proprietor in a plat of premises known as Red Maple Heights, a subdivision located within the City of Tecumseh, County of Lenawee, Michigan, containing Lots 1 through 30 inclusive.

WHEREAS, it is the purpose and intention of this Declaration that all of the lots in said subdivision shall be conveyed by the Developer subject to reservations, easements, use and building restrictions provided to establish a general plan of uniform restrictions in respect to said subdivision, and to ensure the purchasers of lots therein that the property will be preserved for attractive residential purposes, and to secure to each lot owner full benefit and enjoyment of his home, and to preserve the general character and promote a sense of neighborhood.

IT IS HEREBY DECLARED that the following general restrictions are covenants running with the land, binding on the heirs, personal representatives, successors and assigns of the Developer, and the Grantees of all individual lots or said subdivision for the time limited in this instrument.

**SECTION 1**  
**Residential Use**

No residence in the subdivision shall be used for other than single-family residential purposes as defined by the City of Tecumseh Zoning Ordinance. All dwellings shall be designed and used only for purposes consistent with single-family residential use as defined by the City of Tecumseh. No dwelling may occupy any more than one (1) lot.

Home occupations as allowed and restricted by the City of Tecumseh Zoning Ordinance are allowed in Red Maple Heights.

(a) **Building Size and Height:** Use of lots shall also be restricted in the following manner:

- (1) **One Story/Ranch:** 1,500 square feet minimum
- (2) **One and a Half Story:** 1650 square feet minimum  
(1,000 square feet minimum on first floor)
- (3) **Two Story:** 1,850 square feet minimum  
(1,000 square feet minimum on first floor)

Garages, porches and breezeways shall not be included in computing minimum size requirements. No deck-type front porches. No part of a single-story or ranch structure that is below ground level shall be included in computing minimum size requirements. No part of any other structure that is more than one-half below ground level (measured from floor to ceiling and averaged) shall be included in computing minimum size requirements. All buildings shall be constructed by a licensed contractor and the exterior shall be completed within six (6) months from the date of issuance of a building permit by the City of Tecumseh Building Department. All unused building materials, window

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stickers, and temporary constructions shall be removed from the premises within thirty (30) days after substantial completion of the structure, but in no case more than six (6) months as mentioned above. The portion of the surface of the earth which is disturbed by excavation and other construction work shall be finish graded and seeded or covered with other landscaping as soon as the construction work and weather permit. The exterior must be completed prior to occupancy.

- (b) **Garages:** All single family dwelling shall have a two-car attached garage 20' x 22' minimum and , with written approval from the ACC, as hereinafter provided in Section 2, may have three or four-car garages. Carports and detached garages shall not be erected, placed or permitted to remain on any lot.
- (c) **Temporary Structures:** No old or used structure, of any kind, shall be placed upon any lot as a temporary structure. No temporary structure of any character such as a tent, camper, trailer, shed, shack, barn, and/or other out-building of any design whatsoever shall be erected or placed upon any lot prior to or subsequent to construction of the main residence, unless it is kept within the garage with the garage door shut, 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 Building:** No accessory building or other out-building shall be permitted on any lot unless it is approved by the Architectural Control Committee ("ACC"), as hereinafter provided in Section 2. The ACC, in the exercise of its discretion, may permit the erection of structures such as swimming pool accessory buildings, greenhouses, gazebos or lawn/garage storage sheds. Notwithstanding the ACC's approval, such structures shall be architecturally compatible with the main residence, be constructed of similar materials, and shall not exceed 160 square feet in size.
- (e) **Fences:** No fence shall exceed six feet in height. All fencing and/or screening shall be made of materials which are architecturally compatible with the main residence, specifically excluding cyclone fencing (chain link fencing), snow fencing and plywood (all of which are unacceptable). All fences must be approved, in writing, in advance by the ACC.
- (f) **Swimming Pools:** Inground swimming pools are allowed providing the entire pool area is enclosed by a 6' high fence approved by the ACC.
- (g) **Antenna:** No radio, television or other antenna or aerial shall be permitted on any lot, 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 antenna shall not be permitted unless it is smaller than 2' in diameter and cannot be seen from the front of the house, nor shall any antenna or aerial exceeding eight feet in height above the roof ridge line on any dwelling be permitted.
- (h) **Trees:** Developer will provide one tree in the front of each lot; the cost to be charged to the first resident owner of said lot. Said tree will be placed between the sidewalk and the curb to blend with other trees, to provide, as close as possible, a uniform spacing and appearance. Each tree shall have a trunk diameter of at least two and one-half (2 1/2) inches. Only large deciduous trees will be installed.
- (i) **Driveway:** All driveways must be a minimum of 16' wide from the street to garage and must be hard surfaced concrete. Public sidewalks must be hard surfaced concrete. Driveways and sidewalks to be completed within 60 days of occupancy (weather permitting)
- (j) **Mailboxes:** Developer will provide one mailbox for each lot.

- (k) **Basements:** Basements are required for all homes. All basements and below-ground foundations shall utilize poured ready-mix concrete construction. No block or wood basements will be allowed.
- (l) **Drainage:** No improvements or alteration shall cause water to drain on a neighbor's property. All water shall be directed towards public right-of-way. During and after construction, each homeowner shall be responsible to keep storm water from his property doing damage to his neighbor's except within 5' of property line which should be maintained as a swale by each owner, allowing water to drain towards the public right-of way.
- (m) **Construction Site Maintenance:** During the construction period, a dumpster or approved trash container will be kept on site. No construction debris may be kept on site except in approved containers.

## SECTION 2

### Architectural Control

- (a) The ACC, currently the Developer/Owner, shall have the right to refuse to approve any such plans or specifications or grading or landscaping plans which are not suitable or desirable in its sole opinion for aesthetic or other reasons. In passing upon such plans and specifications, the ACC shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, proposed exterior materials (which shall include a minimum of 200 square feet of brick or stone) and exterior colors, (which shall blend in with existing residences and the natural surroundings--stains or paints will be encouraged which accent interesting features of residences), the site upon which it is proposed to be construction, the location of the dwelling within each unit, and the degree of harmony thereof with the Subdivision as a whole. All homes must have a minimum of 6/12 roof pitch and the roof must be shingled with architectural shingles (no 3 in 1 shingles will be allowed). No log homes, log exterior homes, modular homes, mobile homes, prefabricated homes or homes delivered in sections will be allowed.

The purpose of this Section is to assure the continued integrity of the property as a beautiful and harmonious residential development, and shall be binding upon both the Developer and all lot owners. The ACC's rights under the Architectural Control Section may, in the ACC's discretion, be assigned to a Homeowner's Association, or other successor to the Developer. The Developer may construct any improvements upon the premises without the necessity of prior consent from ACC.

- (b) An owner proposing construction of his lot must submit two complete sets of house plans to the ACC. Plans must include (1) all exterior elevations specifying exterior construction materials, (2) floor plan, (3) foundation plan, and (4) site and landscape plans. House plans must have ACC approval before construction may begin. Such approval will be given or denied within ten (10) days of date plans are submitted to ACC. Once plans are approved, any changes that significantly alter the exterior of the house, the site or landscape as originally proposed, or conflict with any clause contained in these Restrictions, must be approved by the ACC.
- (c) Construction of any dwelling or other improvements must also receive any necessary approvals from the local public authority.

## SECTION 3

### Activities

No noxious, unlawful acts or offensive activity shall be carried on any lot or upon the common areas, nor shall anything be done which may be or become an annoyance or a nuisance to the owners of the property. No unreasonably noisy activity shall occur on

any lot at any time. Activities which are deemed offensive and are expressly prohibited include, but not limited to, the following: Any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows, arrows or other similar dangerous weapons, projectiles or devices.

#### SECTION 4

##### Pets

Subject to the provisions of this Section, owners shall be entitled to keep pets of a domestic nature within their units. Pets shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. Each owner shall be responsible for collection and disposition of all fecal matter disposed by a pet. No dog which barks and can be heard on any frequent or continuing basis shall be kept.

#### SECTION 5

##### Vehicles

No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all-terrain vehicles, snowmobiles, snowmobile trailers, or vehicles other than automobiles or vehicles used primarily for general personal transportation purposes may be parked or stored upon the premises, unless parked in the garage with the door closed. No inoperative 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 property except while making deliveries or pickups in the normal course of business. Use of motorized vehicles anywhere on the premises, other than passenger cars, licensed motorcycles, authorized maintenance vehicles and commercial vehicles as provided in this Section, is absolutely prohibited. Overnight parking on any street in Red Maple Heights is prohibited.

#### SECTION 6

##### Advertising

No signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a unit or on the common elements, excluding "For Sale" signs, and during construction and sales period, signs placed by the Developer. Political and election signs may be displayed only 10 days before and after the election date and as regulated by the City of Tecumseh.

#### SECTION 7

##### Landscaping

No owner shall perform any landscaping or remove, trim or plant any trees, shrubs or flowers, or place any ornamental materials, within two (2) feet of the exterior boundary line of his lot without the prior written approval of the ACC. Initial landscaping, including finish grading, seeding or sodding, must be completed within four (4) months after date of occupancy. The owner of each unit shall develop a landscape treatment which will tend to enhance, compliment and harmonize with adjacent properties. New planting shall compliment and enhance the character of the existing vegetation, topography and structures. Each owner shall have the responsibility to maintain the grounds of his lot, including the mowing of grass, removal of weeds, and proper trimming of bushes and trees.

#### SECTION 8

##### Reserved Rights of Developer

**Developer's Rights in Furtherance of Development and Sales:** None of the restrictions contained in these restrictions shall apply to the commercial activities or signs or billboards, if any, of the Developer during the construction and sales period or of the Subdivision in furtherance of its powers and purposes set forth herein and in its Articles of Organization, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, the Developer shall have the right

throughout the entire construction and sales period to maintain a sales office, a construction office, model units, storage areas, and reasonable parking incident to the foregoing and such access to, from and over the project as may be reasonable to enable development and sale of the entire project by the Developer. Such rights shall also extend to licensed builders with model or speculative homes. The Developer shall restore the areas so utilized to habitable status upon termination of use and sale of lot.

**SECTION 9**  
**Assignment of Developers' Rights**

The Developer/Owner may at any time assign all or part of its rights, privileges and duties of supervision and control in connection with these restrictions which are herein reserved to the Developer/Owner, including ACC, to the Red Maple Heights Homeowners Association, and upon execution and recording of the appropriate instruments of appointment by the Developer/Owner, the said Homeowner's Association shall thereupon have and exercise all of the rights so assigned and the Developer/Owner shall be fully released and discharged from further obligations and responsibilities in connection therewith. At such time as the Developer/Owner or its successors no longer have an interest in any property contained within Red Maple Heights, Developer/Owner and/or its successors shall make such assignment of all such rights still held by the Developer/Owner to the Red Maple Heights Homeowner's Association, who must accept same.

**SECTION 10**  
**Term of Restrictions and Amendment**

All the provisions, restrictions, conditions, covenants, agreements and charges herein contained shall continue in force until January 1, 2018 and shall automatically be continued thereafter for successive periods of ten (10) years each, provided, however, that within 120 days from the beginning of each ten (10) year continuation period, the owners of two-thirds (2/3) or more of the lots in the Subdivision may release all or part of said lots from all or any portion of these restrictions, or otherwise amend these restrictions, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes, and recording the same in the office of the Register of Deeds for Lenawee County.

Unless specifically prohibited herein, this Declaration may be amended by an instrument signed by members holding not less than eighty (80.00%) percent of the votes of the membership. Any amendment must be properly recorded to be effective.

**SECTION 11**  
**Enforcement of Restrictions**

If any lot owner or persons in possession of any of said lots shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development, or the Homeowner's Association, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, either to prevent him or them from so doing or to recover damages or other relief for such violation.

If injunctive or other proceedings are employed to enforce these restrictions, the offending lot owner(s) shall pay all costs and attorney fees so incurred.

The failure by any land owner or the Homeowner's Association to enforce any restrictions, conditions, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

**SECTION 12**  
**Lot Owners Association.**

There is hereby established the Red Maple Heights Subdivision Homeowner's Association, a lot owners association consisting of the owners of the lots numbered 1 through 30 inclusive, in the Red Maple Heights Subdivision, a subdivision of part of Sections 21 and 28, Town 5 South Range 4 East, City of Tecumseh, Lenawee County, Michigan, including certain open space or park areas, and the owners of 41 lots adjacent to this subdivision to which the scope of these restrictions shall be extended.

Membership in the Red Maple Heights Subdivision Homeowners Association shall be mandatory for each lot owner in the Red Maple Heights Subdivision as aforementioned and for each lot owner in such additional subdivisions to which these restrictions may be extended and/or their successors and assigns.

A member shall be defined as every person or entity who or which is a record owner of a fee or undivided fee interest in any lot included within the purview of the Association, but not including owners who have sold their interest under executory land contract. During such time as such a land contract is in force, the land contract vendee shall be considered to be the member of the Association.

The Red Maple Heights Subdivision Homeowners Association is organized as a non-profit corporation under the laws of the State of Michigan, and shall be so incorporated within thirty (30) days following the recording of these restrictions. The Association shall be responsible for the care and maintenance of any park, parks or traffic islands in said subdivision, weed control and any other such uses as the corporation may find necessary from time to time for the beautification and maintenance of the subdivision and which is not the responsibility of any governmental agency, and the easement upon which they are constructed. The Association shall have such other powers as are granted to it by these restrictions and as set forth in its Bylaws.

The Association shall have two classes of voting membership:

CLASS A - Class A members shall be all those owners as defined above with the exception of the Developer or its successors. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership. When more than one person holds any such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine with written notice to the Corporation but in no event shall more than one vote be cast with respect to any one lot.

CLASS B - Class B members shall be the Developer or its successors. The Class B memberships shall be entitled to three votes for each lot in which the Developer or its successors hold the interest required for membership. However, notwithstanding the foregoing, the Developer may appoint the Board of Directors only until such time as not more than eighty (80%) percent of the residential lots in the subdivision shall have been sold by the Developer. Thereafter, the Board of Directors shall be elected by the Class A members.

### **SECTION 13** **Maintenance Fund**

- (a) All of the land included in said plat, or those properties included by deed or by being subject to these restrictions, whether owned by the Association or by others, including parks maintained for the general use of the owners of the land included in said tract, shall be subject to an annual maintenance charge to be paid by the respective owners of the land to the Red Maple Heights Homeowners Association annually, in advance, on the 15th of January in each year commencing with January 15, 2000.
- (b) The amount of said annual charge is established at a minimum of Twenty-five (\$25.00) Dollars per lot. Said annual charge may be adjusted from year to year by the Red Maple Heights Homeowners Association, as the needs of the property may in their judgment require, but in no event shall such a charge be more than Fifty (\$50.00) Dollars per lot, except by the approval and consent in writing of

fifty-one (51%) percent of the members of Red Maple Heights Homeowners Association, which approval and consent shall make any such additional assessment binding upon all of the owners of property in said the Red Maple Heights Homeowners Association.

- (c) Said maintenance fund shall be used for such of the following purposes as the Red Maple Heights Homeowners Association shall determine necessary and advisable:
- (i.) For improving and maintaining common areas in the Red Maple Heights Subdivision;
  - (ii.) For caring for vacant property;
  - (iii.) For cutting or removing grass or weeds;
  - (iv.) For constructing, purchasing, maintaining or operating any community service, or for doing any other things necessary or advisable in the opinion of the Red Maple Heights Homeowners Association for the general welfare of the members;
  - (v.) For expenses incident to the examination of plans as herein provided, and to the enforcement of these building restrictions, conditions, obligations, reservations, rights, powers and charges.
- (d) It is hereby expressly agreed that the maintenance fund charge referred to herein, including any expenses incurred in removing or completing any building in accordance with the preceding paragraph, shall be a lien and encumbrance on the land with respect to which said charges are made, and it is expressly agreed that by the acceptance of title to any of said lots, the owner (not including thereby the mortgagee as long as he is not the owner) from the time of acquiring title thereto, shall be held to have covenanted and agreed to pay to the Red Maple Heights Homeowners Association all charges provided for herein which were then due and unpaid at the time of his acquiring the title, and all such charges thereafter falling due during the ownership thereof. A certificate in writing shall be issued by the Red Maple Heights Homeowners Association or its agent and shall be given on demand to any owner liable for said charges, which shall set forth the status of such charges. This certificate shall be binding on the said parties hereto.
- (e) By his acceptance of title, each owner shall be held to vest in the Red Maple Heights Homeowners Association, the right and power in its own name to take and prosecute all suits, legal, equitable or otherwise, which may be in the opinion of the Red Maple Heights Homeowners Association necessary or advisable for the collection of such charges and enforcement of all portions of this Declaration of Restrictions.

#### SECTION 14

##### Disposition of Assets Upon Dissolution of Association

Upon dissolution of the Association, its real and personal assets, including the Common Properties, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. No such disposition of the Association properties shall be effective to divest or diminish any right or title of any Member vested in him under the covenants and easements of this Declaration, or under any subsequently recorded covenants and deeds applicable to the Properties, unless made in accordance with the provisions of this Declaration or said covenants or deeds.

**SECTION 15**  
**Notices**

Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

**SECTION 16**  
**Administration**

The administration of the Association shall be in accordance with the provisions of the Association Bylaws.

**SECTION 17**  
**Severability**

Invalidation of any of the covenants, limitations or provisions of this Declaration by judgment or court order shall in no way affect any of the remaining provisions hereof, and the same shall continue in full force and effect.

IN WITNESS WHEREOF, RED MAPLE DEVELOPMENT, L.L.C., a Michigan Limited Liability Company, have set their hand this 10th day of August, 1999.

WITNESSED BY:  
(As to all signatures)

Charles H. Gross  
Charles H. Gross

Ashley L. Rhoades  
Witness - Ashley L. Rhoades

Charles H. Gross  
Witness - Charles H. Gross

Ashley L. Rhoades  
Ashley L. Rhoades  
STATE OF MICHIGAN )

RED MAPLE DEVELOPMENT, L.L.C.  
3312 Bent Oak Hwy.  
Adrian, MI 49221

MEMBERS:

Richard A. Gritzmaker  
Richard A. Gritzmaker, Trustee of the  
Richard A. Gritzmaker Trust

Robert A. Briskey  
Robert A. Briskey

ss.

COUNTY OF LENA WEE)

On this 10th day of August, 1999, before me, a Notary Public, in and for said county, personally appeared RICHARD A. GRITZMAKER, Trustee, and ROBERT A. BRISKEY, Members, respectively, of RED MAPLE DEVELOPMENT, L.L.C., a Michigan Limited Liability Company, known to me to be the persons who executed the foregoing instrument on behalf of the company.

Ashley L. Rhoades  
Ashley L. Rhoades, Notary Public  
Lenawee County, Michigan  
My Commission Expires: 08/09/02

Prepared by:  
CHARLES H. GROSS  
Attorney at Law  
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Tecumseh, MI 49286  
Telephone: 517/423-8344