

RESTRICTIONS

DECLARATION OF RESTRICTIONS AND EASEMENTS OF OAKWOOD MEADOWS SUBDIVISION NO. 2

REVISION #1

WHEREAS, OAKWOOD MEADOWS NO.2 (the "Subdivision"), being a subdivision of part of the Southwest quarter of Section 24, Town 1 North, Range 6 East, Green Oak Township, Livingston County, Michigan as recorded in Liber 17 of Plats, pages 32 - 35, inclusive, of Livingston County Records; and

WHEREAS, the following covenants, conditions, restrictions, easements, reservations and agreements are hereby imposed on all lots in the Subdivision and shall be binding on the undersigned and upon all persons acquiring title to any one or more of the lots in the Subdivision through or under the undersigned, and upon the successors, assigns and grantees of the undersigned and upon their heirs, personal representatives, successors, assigns and grantees; to-wit:

1. **LAND USE AND BUILDING TYPE.** No lot in the Subdivision shall be used for other than one family residential purposes. No building or structure shall be erected, altered, placed, or permitted to remain upon any lot other than one detached one family dwelling not exceeding two stories in height. Each such dwelling must have one (1) private attached one story garage for not more than three cars. No outbuildings, sheds, detached garages or the like shall be erected, placed or permitted to remain upon any lot. No lot or dwelling thereon shall be used for a community or public meeting place for any purpose regardless of who holds legal title to said lot.

2. **WELLS.** All individual wells must be developed by a well driller duly licensed by the state of Michigan and must penetrate an impervious overburden sufficient to protect the water supply. In most cases this will be 75 feet or greater. There shall be no shallow wells installed anywhere in the Subdivision. Any on-site sewage absorption system must be located in accordance with plot plans on file at the Livingston County Health Department.

3. **SIZE AND HEIGHT.** No structure shall be erected, placed, altered or permitted to remain on any lot not in conformance with the following minimum size requirements as to living area, measurements to be made of external walls:

One story _____ 1400 square ft.

1st story of a 1-1/2 story _____ 1100 square ft.

Two story _____ 1800 square ft.

Tri-level total living area _____ 1800 square ft.

2nd level of a bi-level total living area _____ 1200 square ft.

No building shall exceed thirty-five (35) feet in height from ground level, measured from the lowest ground level adjacent to the home to the peak of the roof. On computing "square foot area" exterior walls may be included. Such items as porches, breezeways, garages or

carports shall not be included in computing such required floor area. No part of the residence that is more than 1/2 below ground level shall be included in computing such required floor area.

4. **TYPE OF CONSTRUCTION.** All construction work shall be done under the supervision of a licensed builder. Exterior walls of residential structures shall be constructed of brick veneer, stone veneer, wood, siding, exterior plywood or other standard exterior siding materials, except asbestos or asphalt siding or shingles, cement block or sand lime bricks. All structures shall have one or more offsets in the front wall line.

5. **TEMPORARY BUILDINGS.** No old or used structures of any kind shall be placed upon any lot or anywhere within the Subdivision. No temporary structure of any character, such as a tent, trailer, shack, barn, garage or other outbuilding shall be erected or placed upon any lot prior to construction.

6. **BUILDING LOCATION AND SET-BACK LINES.** No building or structure shall be erected, altered, placed or permitted to remain on any lot closer than forty (40) feet from any main residential right-of-way or platted roadway having a sixty (60) foot width nor closer than thirty-five (35) feet to the closest point of any cul-de-sac right-of-way as platted and the interior street as platted leading thereto and forming a part of said cul-de-sac, nor closer than ten (10) feet to the nearest point of any side lot line, nor closer than forty (40) feet to the nearest point of the rear lot line.

7. **DRIVEWAYS.** All driveways shall be constructed of two (2) inches of asphalt surface (or greater, where required by local codes), with a suitable gravel base and shall not be closer than fifty (50) feet from the sixty (60) foot right-of-way or platted sixty (60) foot roadway. There shall be no driveway access from Lot 70 onto the Larch Lane cul-de-sac nor from Lot 84 onto the Sumac Lane cul-de-sac.

8. **LOT AREA AND WIDTH.** No single family lot shall hereafter be reduced in area from its original platted area.

9. **EASEMENTS.** Easements for installation and maintenance of public utilities and drainage facilities as shown on the recorded plat and as may otherwise be placed upon the property, including a six (6) foot easement along and adjacent to all roadways, including each cul-de-sac, for installation of underground utilities, are reserved. Each owner shall maintain the surface area of easements within his property, shall keep grass and weeds cut, shall keep the area free of trash and debris and shall take such action as may be necessary to eliminate surface erosions. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement areas of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except those improvements for which public authorities or a utility company is responsible.

10. **UTILITIES.** No utilities other than underground utilities shall at any time be installed on any lot in the Subdivision. One gas yard light of the same design as existing in Oakwood Meadows Subdivision shall be installed on each lot at the time of the construction of the residence. The gas yard light shall be located the same distance back from the front property line as those existing in Oakwood Meadows Subdivision and close to center line of residence.

11. **FENCES**. No fences may be placed, erected or permitted to remain on any lot; provided, however, that a fence of the type commonly known as a screen fence may be erected at a patio. A decorative fence for security purposed shall be allowed around a swimming pool. If a pool is removed, the fence shall be removed. No chain link fences shall be allowed. All fences shall be kept in good condition and repair at ail times. No fences or other enclosures (including, without limitation, all coops, pens and runs) for housing or restraining animals of any kind may be placed, erected or permitted to remain on any lot.

12. **PARK AND LAKE AREAS**. Park and lake areas described in the Plat of the Subdivision as Green Lake Pond, Central Park, North Park, west Park, East Park and Oakwood Park shall be conveyed by the Declarant to the Oakwood Meadows Homeowners Association, hereinafter described, when seventy-five percent (75%) of the lots in the Subdivision have been conveyed by Declarant to third parties, and until that time, all such common areas shall be basically developed and maintained (excluding improvements) by and at the expense of Declarant. All park and lake areas shall be used only by property owners within the Subdivision and their guests. Access to Green Oak Pond, except for owners of property contiguous thereto, shall be from Ponderosa Drive. No outboard motor or other mechanical means of propulsion shall be used on said Pond. No picnics or similar events shall be held at any time on Ponderosa Drive or the vacant areas adjacent thereto. There shall be no water taken from any surface body of water by pumping or any other means at any time.

13. **PETS AND ANIMALS**. The number of dogs and cats per each residence in the Subdivision shall not exceed two (2) cats or two (2) dogs or two (2) of each. These animals shall not be allowed to roam freely nor to become a public nuisance. All other pets shall be kept within the residence at all times.

14. **HOMEOWNERS ASSOCIATION**.

a. All persons residing within the Subdivision and all persons owning any lot(s) within the Subdivision, regardless of where such owners may reside, shall automatically and mandatorily be members of Oakwood Meadows Homeowners Association, a Michigan non-profit corporation, (the "Association") existing for the benefit of its members. In the event that any lot within the Subdivision is sold on land contract, the land contract vendee shall be deemed to be the owner thereof and shall be a member of the Association.

b. There shall be two classes of membership in the Association, to-wit:

(1) **Active**. Active membership shall be limited to and shall include all persons owning one or more lot(s) within the Subdivision. Each active membership unit shall be entitled to cast one vote per lot owned for all purposes of the Association; provided, however, that only active membership units in good standing (i.e. units with respect to which Association dues or assessments are not in arrears) shall be entitled to vote as such.

(2) **Associate**. Associate membership shall be limited to and shall include all persons residing in the Subdivision but not owning any lot(s) therein and shall also include all active membership units with respect to which any Association dues or assessments are in arrears. Each person acquiring title to, or executing a land contract for the purchase of, any lot(s) within the Subdivision shall automatically become an associate member until all Association dues and assessments in respect of said lot(s) shall be paid in full, whereupon such membership shall become active. Any active membership unit which has become an associate unit by reason of the non-payment of Association dues or assessments shall be reinstated as a full active membership unit upon all such dues or assessments being fully paid and current.

15. DUES AND ASSESSMENTS.

a. **Purpose.** Dues and assessments shall be imposed in accordance with these Restrictions for the purposes of improving and maintaining common areas and real estate within the Subdivision owned by the Oakwood Meadows Homeowners Association, a Michigan non-profit corporation, (the "Association") as well as roadways, pathways and entranceways to the Subdivision; for planting grass, ground covers, trees and shrubbery and for the care thereof; for collecting and disposing of garbage, ashes, trash, litter and rubbish; for employing night watchman and guards or patrol services, for caring for vacant property; for removing grass or weeds; for constructing, purchasing, maintaining or operating any community service; for doing any other things necessary or advisable, in the opinion of the Board of Directors of the Association, for the general welfare of the members; and for expenses incident to the enforcement of these Building Restrictions.

b. **Dues.** The initial dues for each new active membership unit in the Association, as defined in the By-Laws thereof, shall be \$35.00. The annual dues for each member shall be determined by a majority vote of the active membership units at each annual meeting but shall, in any event, be not less than \$25.00 per active membership unit. All initial dues shall become payable forthwith upon the first to occur of (i) acquisition of title to any lot(s) within the aforesaid subdivisions by any person, natural or corporate, other than the Declarant, or (ii) the conveyance to the Association of the aforesaid common areas by the Declarant. Initial dues shall be pro-rated to the end of the fiscal year in which the same shall become due. -All annual dues shall be due and payable on the first day of each fiscal year of the Association. All dues shall be deemed to be in arrears if not paid in full within sixty (60) days after becoming due.

c. **Assessments.** By vote of two-thirds (2/3) of a quorum at any meeting of the membership of the Association assessments may be levied against or be imposed upon the active membership units for any valid purposes of the Association. All assessments shall be deemed to be in arrears if not paid, according to the terms of each such assessment, within sixty (60) days after the date(s) due.

d. **Remedies.** In the event that any dues or special assessment become in arrears, the Board of Directors of the Association may, at its option and in its discretion, enforce the payment thereof by a personal action against the owner(s) of each lot involved or by an action in rem, in the nature of a lien, against each such lot by recording an appropriate Notice and Statement of Lien with the Livingston County Register of Deeds within one (1) year after such dues or assessment become in arrears, which lien shall remain valid and enforceable for a period of ten (10) years after the date of recordation thereof. The Association shall notify the owners of each membership unit, with respect to which any arrearage exists, in writing of the amount and due date(s) thereof, and any such arrearage, not paid by any owner of any lot shall continue as a charge against the real estate and shall be enforceable against and collectible from all subsequent owners thereof.

16. **CONSTRUCTION TIME.** The construction time on any residence shall not exceed one (1) year.

17. **SITE WORK.** All unused building materials, other debris and temporary construction shall be removed from the Subdivision within sixty (60) days after substantial completion of the residence. The portion of the surface earth which is disturbed by excavation and other construction work shall be finished graded and seeded or covered by other landscaping as soon as the construction work and weather permits.

18. **LOT MAINTENANCE.** All lots in the Subdivision shall be kept trim and the grass mowed and free of debris. The Association shall notify a lot owner of any violation thereof and after a reasonable time may have debris removed at the cost of the lot owner.

19. **SIGNS.** No signs of any kind shall be displayed to the public view on any lot except one sign not more than five (5) square feet in area only for the purpose of advertising the property for sale or rent and except for house numbers and residence names.

20. **ANTENNAE.** No radio or television antennae or aerials shall be permitted other than the type commonly used for domestic residential use; provided, however, any radio or television antenna shall be installed on the house and not on a separate pole and shall not extend more than six (6) feet above the roof of the residence.

21. **GARBAGE AND REFUSE DISPOSAL.** No refuse shall be dumped or left on any lot, or any other -area in the Subdivision. Every residence shall be provided with an approved type of garbage disposal unit. No exterior incinerators or other equipment shall be maintained on the premises for disposal of rubbish or garbage. No rubbish or garbage containers may be left outside except for regular pick-up.

22. **TRAILERS, TRUCKS, COMMERCIAL VEHICLES.** No trailers, mobile homes, campers, trucks, buses, tractors, commercial vehicles of any kind and any kind of machine equipment or apparatus, except in use for construction or repairs within the Subdivision, shall be parked or left to stand on any street, driveway, lot or any other area within the Subdivision. Abandoned vehicles and passenger automobiles not in regular use as passenger vehicles shall not be parked or left on any street, lot or other area in the Subdivision.

23. **GRADE CHANGES.** There shall be no changes of grade of any lot as the same shall exist at the date of final plat approval and recording which in any way affect the flow of water to adjacent lots.

24. **REVIEW COMMITTEE.**

a. No new structure or addition to or remodeling of any existing structure shall be erected, placed or permitted to remain upon any lot until the plans (showing all room sizes and other relevant dimensions), specifications, design and proposed location on a given lot shall have been submitted to the Review Committee hereinafter described for approval nor until the grade line of the lot in question shall have been established in accordance with these Restrictions and any applicable local codes.

b. All such plans, specifications, design and proposed locations shall be deemed to be approved as submitted unless rejected or disapproved by said Review Committee within thirty (30) days after the same are submitted to any member of said Review Committee. All plans, specifications, designs and locations of structures to be erected shall conform to and be in harmony with the existing structures in said Subdivision and shall in all respects conform to the restrictions herein set forth and, further, shall blend aesthetically with the adjoining structures, in which regard the judgment of the Review Committee shall be conclusive. If any plans and drawings and/or building site plan are disapproved, said disapproval shall be evidenced by a writing signed by at least two (2) members of the Review Committee, which shall be sent to the applicant and which shall specify the reason for disapproval. No building or other improvements shall be started until approval of the Review Committee thereof is obtained. The approval or disapproval of the Review Committee shall not prevent subsequent enforcement of these Restrictions.

c. The Review Committee shall consist of three (3) persons. If any member or members of the Committee shall die, resign or otherwise become ineligible, then the remaining member or members shall appoint a successor or successors. All members shall be owner(s) of record or land contract purchaser(s) of a lot covered by these Restrictions. The Review Committee shall act by the agreement of any two of its three members, and any two members may hold a meeting in the absence of the third member.

25. CONTINUITY AND AMENDMENTS.

a. The Covenants and Restrictions hereof are to run with the land and shall be binding on the parties hereto and upon all persons now having or hereafter acquiring any interest in or to any lot(s) within the Subdivision, and upon their heirs, devisees, grantees, personal representatives, and assigns until January 1, 1990, and thereafter for successive periods of ten (10) years each unless canceled, altered, amended or modified by the owners of two-thirds (2/3) of the lots in the Subdivision by an instrument in writing recorded in the Office of the Register of Deeds for Livingston County, Michigan. These restrictions may be altered, amended, or modified at any time and from time to time as above provided, and shall thereupon continue in full force and effect as so changed.

b. Should any of the within Covenants and Restrictions be invalidated or be determined to be void and unenforceable, in whole or in part, by judgment, decree or order of any court of competent jurisdiction, then any such invalid or unenforceable Covenant or Restriction shall be deemed to be severable and to have been severed, and all other Covenants and Restrictions hereof shall continue in full force and effect.

26. ENFORCEMENT. In the event of any violation, whether existing, attempted, threatened or proposed, of any one or more of the Covenants and Restrictions hereof, the same shall be enforceable by action at equity or law or both by any one or more owners of lots in the Subdivision, by the Association or by any or all of them, to prevent or enjoin such violation thereof, to recover damages therefore or to recover expenses incurred on behalf of a lot owner or occupant or any or all of the foregoing.

27. SECTION HEADINGS. The Section headings or captions hereof are for convenience and reference only and shall have no other effect, nor shall they be deemed to construe, define, limit or otherwise affect the content of any Section hereof.

IN WITNESS WHEREOF, the OAKWOOD MEADOWS HOMEOWNERS ASSOCIATION have caused these presents to be executed this 26th day of October, 1993.

WITNESS: **OAKWOOD MEADOWS HOMEOWNERS ASSOCIATION:**

Gail Meloche Dennis Szawala, President

Ronald Suffolk Duane Novak, Vice President

Robert Nichols, Secretary

On this 6th day of December, 1993, before me, a Notary Public in and for said county, personally appeared

Robert Nichols
Secretary

Dennis Szawala
President

Duane Novak
Vice President

Gail Meloche

Ronald Suffolk

to me known to be the persons subscribe in and who executed the foregoing instrument and respectively acknowledged the execution thereof to be their free act and deed.

Evalene M. Shanks

Notary Public
State of Michigan
County of Livingston
My Commission Expires: 02-06-1994

STATE OF MICHIGAN) ss.
COUNTY OF LIVINGSTON) ss.

This Instrument Drafted By, And when Recorded, Return To:

Robert W. Nichols
P.O. Box 373
South Lyon, MI 48178