

# GREENOCK HILLS - DECLARATION OF RESTRICTIONS

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## **DECLARATION OF RESTRICTIONS**

This DECLARATION, For Subdivision No. 1, made this 10th day of March, 1989, by GREENOCK HILLS DEVELOPMENT COMPANY INC., a Michigan Corporation, 10087 Colonial Industrial Dr., South Lyon, Mi 48178, and For Subdivision No. 2, made this 23rd day of March, 1990, by GREENOCK HILLS DEVELOPMENT COMPANY INC., a Michigan Corporation, 10166 Colonial Industrial Dr., South Lyon, Mi 48178, For Subdivision No. 3, made this 29th day of August, 1995, by PATHWAY BUILDERS & DEVELOPERS INC., a Michigan Corporation, 10166 Colonial Industrial Dr., South Lyon, Mi 48178, hereinafter referred to as the "Grantor".

WHEREAS, GRANTOR has become the proprietor in a plat of the premises known as GREENOCK HILLS SUBDIVISION NO.1, GREENOCK HILLS SUBDIVISION NO.2, AND GREENOCK HILLS SUBDIVISION NO. 3, of part of Northeast 1/4 Section 25 and part of the Southeast 1/4 Section 24, Town 1 North, Range 6 East, Green Oak Township, Livingston County, Michigan. An exact legal description of which is attached hereto as Exhibit A.

Whereas, the plat of said subdivision, having been duly approved by the proper governmental authorities, has been recorded in the office of the Register of Deeds for Livingston County in Liber 27 of Plats, Pages 1 to 6 inclusive for Subdivision No. 1, and Liber 28 of Plats, Pages 46 to 49 inclusive for Subdivision No. 2, and Liber 33 of Plats, Pages 38 to 40 inclusive for Subdivision No. 3, and

Whereas, the Grantor desires to provide for the preservation and enhancement of the property values and amenities in the Subdivision and for the maintenance of the Common Area, and to this end desires to subject the Subdivision and the Common Area to the covenants, restrictions, easements, charges and liens set forth herein, each and all of which is and are for the benefit of the Subdivision and each Owner of a Lot herein; and

Whereas, the Grantor has deemed it desirable for the efficient preservation of the values and amenities in the Subdivision to create a legal entity to own, maintain and administer the Common Area and any subdivision entrances, to collect and disburse the assessments and charges hereinafter created and to promote the recreation, health, safety and welfare of the residents; and

Whereas, the Grantor may, at some future time, plat additional subdivisions of land in Green Oak Township adjoining said Subdivision and subject the Lots and common area so platted to the covenants, restrictions, easements, charges and liens set forth herein by amendments made to this Declaration;

Now, therefore, in consideration of the mutual benefits to be derived by the Grantor, its successors and assigns, and all intending purchasers and future Owners of the various Lots comprising the Subdivision, the Grantor, for itself, its successors and assigns, does hereby publish, declare and make known to all intending purchasers and future owners of the Lots comprising the Subdivision, that the same will and shall be used, held, and/or sold expressly subject to the following conditions, covenants, restrictions, easements and agreements which shall be incorporated by reference in all deeds of conveyance and contracts for the sale of said Lots and shall run with the land and be binding upon all grantees of individual Lots in the Subdivision and on their respective heirs, personal representatives, successors and assigns.

# ARTICLE I - DEFINITIONS

## Section 1. Definition of Terms.

- a. "Association" shall mean and refer to Greenock Hills Subdivision Association Inc., a Michigan non-profit Corporation, its successors and assigns.
- b. "Builder" shall mean and refer to any person or entity who acquires a lot for the purpose of engaging in and does engage in the business of constructing residential buildings for the purpose of resale and not for their own use. In Subdivision 1 & 2, a builder who retains a lot for more than thirty-six (36) months, or who retains ownership of the lot for more than twelve (12) months after Certificate of Occupancy has been issued for any structure thereon shall be deemed to have become an owner. In Subdivision 3, a builder who retains a lot for more than thirty-six (36) months after Certificate of Occupancy has been issued for any structure thereon shall be deemed to have become an owner.
- c. "Greenock Hills" shall mean and refer to lands located in Section 24 and Section 25, in the Township of Green Oak, Livingston County, Michigan, includes that description on Exhibit A and such added land which becomes subject to these restrictions under the provisions of Article IX, Section 4.
- d. "Common Area" shall mean those areas of land within the subdivision (including the improvements thereto) now or hereafter owned by the Association for the common use and enjoyment of the owners, and not designated as a numbered lot.
- e. "Grantor" shall mean and refer to Greenock Hills Development Company, Inc., for Subdivision 1 & 2, and Pathway Builders & Developers Inc. for Subdivision 3, a Michigan Corporation, and its successors and assigns.
- f. "Declaration" shall mean and refer to this Declaration of Restrictions and any amendments as recorded in the office of the Livingston County Register or Deeds, State of Michigan.
- g. "Lot" shall mean and refer to any numbered lot shown on the recorded plat of the subdivision and any future subdivision hereafter annexed.
- h. "Member" shall mean and refer to those persons entitled to membership in the Association, as provided in this Declaration.
- i. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the subdivision and any future subdivisions hereafter annexed, or the land contract purchaser thereof, but excluding those having any interest to a lot merely as security for the performance of an obligation.
- j. "Subdivision" shall mean and refer to Lots 1 through 60 inclusive, of the proposed Greenock Hills Subdivision No. 1, Lots 61 through 112 and Outlots A and B inclusive, of the proposed Greenock Hills Subdivision No. 2, and Lots 108 through 141 inclusive of the proposed Greenock Hills subdivision No. 3, and subsequent subdivisions the Grantor may plat and make subject to these restrictions under the provisions of Article IX, Section 4.
- k. "Township of Green Oak" includes any successor political subdivision.

## **ARTICLE II - ESTABLISHMENT AND DEDICATION**

### **Section 1. Establishment of Non-Profit Corporation.**

There will be established an association of owners of lots 1 through 141 and Outlots A and B inclusive, Greenock Hills Subdivision 1, 2 and 3, to be known as the Greenock Hills Subdivision Association, Inc. Such Association shall be organized within thirty(30)days after the date the plat of Greenock Hills Subdivision has been recorded with the Livingston County Register of Deeds. The Association shall be organized as a non-profit corporation for a perpetual term under the laws of the State of Michigan and shall have such powers as are enumerated in this Declaration as well as those set forth in the Articles of Incorporation and By-Laws for the Association.

### **Section 2. Dedication of Common Area.**

The Grantor hereby dedicates and conveys to each owner of a lot in the subdivision a right and easement of enjoyment in and to the Common Area and hereby covenants that within one (1) year after the date the plat of the subdivision has been recorded, it will convey the Common Area to the Association free and clear of all liens and encumbrances except as set forth herein and reserving the oil, gas and mineral rights. Title to the Common Area shall vest in the Association subject to their rights and easements of enjoyment in and to such Common Area by the owners. Said easement of enjoyment shall not be personal, but shall be considered to be appurtenant to the lots and shall pass with the title to the lots whether or not specifically set forth in the Deeds of conveyance of the lots.

## **ARTICLE III - PROPERTY RIGHTS**

### **Section 1. Owner's Easement of Enjoyment.**

The right and easement of each owner in and to the Common Area shall be subject to the following prior rights of the Association:

- a. The right of the Association to levy assessments, as set forth in Article V below;
- b. The right of the Association to suspend the voting rights and right to use the Common Area by an owner for any period during which an assessment against his lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

### **Section 2. Delegation of Use.**

Any owner may delegate in accordance with the By-Laws, his right of enjoyment to the Common Area to the members of his family, his invitees, his tenants, land contract purchasers, or purchasers who reside on his lot.

## **ARTICLE IV - MEMBERSHIP AND VOTING RIGHTS**

### **Section 1. Membership.**

Every owner shall be a mandatory member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of a lot.

### **Section 2. Voting Rights.**

All members shall be entitled to one vote for each lot owned. When more than one person holds an interest in a lot, all such persons shall be members. The vote for such lot shall be exercised by designated representative of the co-owners as they shall determine. In no event shall more than one vote be cast with respect to any one lot.

## **ARTICLE V - COVENANT FOR MAINTENANCE ASSESSMENTS**

### **Section 1. Creation of the Lien and Personal Obligation of Assessments.**

Each owner of a lot, by acceptance of a Deed therefor, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association: (1) annual general assessments or charges and (2) special assessments for capital improvements. Such assessments shall be established and collected as hereinafter provided. The general and special assessments, together with interest thereon at the highest rate permitted by law and collection costs, including actual attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest thereon at the highest rate permitted by law and collection costs, including actual attorney's fees, shall also be the personal obligation of all persons who were the Owners of such Lot at the time such assessments are made shall not pass to the Owner's successors in title unless expressly assumed by them. The obligation of the Grantor and each Builder as to assessments is separately set forth in Section 6 of this Article.

### **Section 2. Purpose of Assessments.**

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Subdivision and future subdivisions hereafter annexed, and in particular of the improvement and maintenance of the Common Area now or hereafter owned by the Association, and facilities thereon and other property under the control of the Association, including any subdivision entrances, for planting and maintenance of trees, shrubs and grass; for construction, operation and maintenance of recreational facilities; for caring for vacant Lots; for providing community services and for the protection of the Owners.

### **Section 3. Maximum Annual Assessment.**

The annual assessments shall not exceed the following amounts:

- a. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Fifty (\$50.00) Dollars per Lot;
- b. From and after January 1 of the year immediately following the conveyance of the first Lot to any Owner, the maximum annual assessment may be increased each year without a vote of the Members by an amount of not more than five percent (5%) of the maximum assessment for the previous year; and
- c. From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased by an amount in excess of five (5%) percent by a vote of two thirds (2/3) of the Members who are voting in person or by proxy at a meeting of the Association duly called for that purpose.

### **Section 4. Special Assessments for Capital Improvements.**

In addition to the annual assessments authorized above, the Association may levy against each Owner in any assessment year, a special assessment for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of any Improvement upon the Common Area and other areas under the control of the Association, including subdivision entrances; provided, that any such

assessment shall have the consent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for that purpose.

### **Section 5. Notice and Quorum for Actions Authorized Under Sections 3 and 4.**

Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all Members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty (60%) percent of the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No subsequent meeting shall be held more than sixty (60) days following the date of the preceding meeting.

### **Section 6. Rate of Assessment.**

Both the general and special assessments shall be set by the Board of Directors at a uniform rate for the Owners of all Lots and may be collected on a monthly, quarterly, semi-annual or annual basis. However, notwithstanding anything to the contrary contained herein or elsewhere in this Declaration, no assessment levied against the Grantor or any Builder shall exceed the sum of fifty (\$.50) cents per month for each full month and Lot is owned by the Grantor or Builder who has not become an Owner.

### **Section 7. Date of Commencement of Annual Assessments Due Date.**

The annual assessments shall commence as to all Lots on the first day of the month following the conveyance of the first Lot to an Owner. A conveyance to a Builder shall not be deemed to be a conveyance to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association, shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

### **Section 8. Effect of Nonpayment of Assessments; Remedies of the Association.**

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate permitted by law. The Association may bring an action against the Owners personally obligated to pay the same or foreclose the lien against the Lot. No owner may waive or otherwise avoid liability for the assessments by non-use of the Common Area or abandonment of his Lot or otherwise.

### **Section 9. Exempt Property.**

All of the Common Area and all property exempt from taxation by state or local governments or dedicated for public use shall be exempt from assessment.

### **Section 10. Subordination of the Lien to Mortgages.**

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien but not the obligation for payment of such assessments as to payments which became due prior to such sale or

transfer. No sale or transfer shall relieve such Lot from liability for an assessment becoming due after such sale or from the lien thereof.

## **ARTICLE VI - ARCHITECTURAL CONTROL**

### **Section 1. Architectural Review Committee.**

No building, fence, wall, deck, swimming pool, outbuilding or other structure, landscaping or exterior improvement shall be commenced, erected or maintained on any Lot, nor shall any exterior addition to or change or alteration therein or change in the exterior appearance be made until the plans and specifications showing the kind, size, shape, height, colors, materials, topography and location of the same on the Lot shall have been submitted to and approved in writing by an architectural review committee (the "Committee"). The initial Committee shall be composed of three (3) persons appointed by the Grantor. Committee members are not required to be members of the Association. Each Member of the Committee shall serve until he resigns or is replaced by a subsequent appointee. After houses have been built on not less than eighty percent (80%) of the Lots, the Grantor may delegate or assign its power of appointment of Committee Members to the Association.

### **Section 2. Plans and Specifications.**

Plans and specifications for final approval by the Committee shall include the following; One set of blueprints to be left with the Committee until construction is completed.

- a. Complete plans and specifications sufficient to secure a building permit in the Township of Green Oak, including a dimensioned plot plan showing the Lot and placement of residence, garage and fences, if any, proposed finish grades, and all other improvements;
- b. Front elevation, side elevation and rear elevation of the building, plus elevations of any walls and fences;
- c. A perspective drawing, if deemed necessary by the Committee, to interpret adequately the exterior design;
- d. Data as to size, materials, colors and texture of all exteriors, including roof coverings and any fences and walls.
- e. Any other data, drawings or materials which the Committee requests in order to fulfill its function.

### **Section 3. Preliminary Plans.**

Plans may first be submitted to the Committee for preliminary approval.

### **Section 4. Compliance with Building and Use Restrictions.**

No approval by the Committee shall be valid if the structure or improvement violates any of the restrictions set forth in Articles VII or VIII of this Declaration, except in cases where waivers have been granted as provided for in the said Articles. No approval shall be valid if the plans do not conform to the zoning and building requirements of the Township of Green Oak.

### **Section 5. Disapproval of Plans or Improvements.**

The Committee may disapprove plans because of noncompliance with any of the restrictions set forth in Articles VII and VIII of this Declaration, or because of dissatisfaction with the grading and drainage plan, the location of the structure on the Lot, the materials used, the color scheme, the finish, design, proportion, shape, height, style or appropriateness of the proposed improvement or alteration or because



of any matter or thing, which, in the judgment of the Committee, would render the proposed improvement or alteration inharmonious with, or out of keeping with, the objectives of the Committee or with improvements erected or to be erected on other Lots in the Subdivision, including purely aesthetic conditions.

### **Section 6. Approval Time Schedule.**

In the event the Committee fails to approve or disapprove plans within thirty (30) days after proper submission, then such approval will not be required, but all other limitations, conditions and restrictions set forth in the Declarations shall apply and remain in force as to such plans.

### **Section 7. Committee Approval.**

Committee approval shall be deemed given if the plans and specifications submitted for approval are marked or stamped as having been finally approved by the Committee and are dated and signed by two (2) members of the Committee who were validly serving on the Committee on the date of such approval.

## **ARTICLE VII - BUILDING AND USE RESTRICTIONS FOR THE SUBDIVISION**

### **Section 1. Use of Lots.**

All Lots shall be used for single family residence purposes only and no building of any kind whatsoever shall be erected, re-erected, moved or maintained thereon except one single family dwelling house and appurtenant attached structures on each Lot as hereinafter provided. Each house shall be designed and erected for occupation by a single private family. A private attached garage for the sole use of the occupants of the Lot upon which the garage is erected must also be erected and maintained. All building shall be done under the supervision of a licensed Michigan builder.

### **Section 2. Character and Size of Buildings.**

No dwelling shall be permitted on any Lot unless; In the case of a one-story building, in Subdivision 1 the living area thereof shall be no less than Two Thousand (2,000) square feet, in Subdivision 2 & 3 the living area shall not be less than Eighteen Hundred (1800) square feet; In the case of a one and one half story (1-1/2) building, in Subdivision 2, the living area thereof shall be no less than Twenty-Four Hundred (2,400) square feet ; at least Sixteen Hundred (1600) square feet of the 2,400 square feet must be on the first floor; In the case of a one and one half story (1-1/2) building, in Subdivision 3, the living area thereof shall be no less than Twenty-Six Hundred (2,600) square feet ; at least Sixteen Hundred (1600) square feet of the 2,600 square feet must be on the first floor; In the case of a two-story building, the living area thereof shall be not less than Twenty-Six Hundred (2,600) square feet; and In the case of a quad or tri-level building, the living area thereof shall be not less than Twenty-Six Hundred (2,600) square feet. All computations of square footage for determination of the permissibility of erection of residences under this section shall be exclusive of basements, attics, garages, porches or similar areas which are not normally classified as living areas. All garages must be attached or architecturally related to the dwelling. Garage doors shall not face the street on which the residence fronts. The Committee will grant such exceptions to this restriction as it deems suitable. No garage shall provide space for less than two (2) automobiles. The Committee may grant such exceptions as it deems suitable to the above restrictions.

### **Section 3. Minimum Yard Requirements.**

No building on any Lot shall be erected nearer than:

- a. Fifty (50) feet (Sub 1 & 2), Forty (40) feet (Sub 3) from the front Lot line; nor
- b. Fifteen (15) feet from the side Lot line; nor

- c. Forty five (45) feet from the rear Lot line; nor
- d. Fifty (50) feet (Sub 1 & 2), Forty (40) feet (Sub 3) from the exterior side Lot line on corner Lots.
- e. Lot 14 must have a minimum Sixty-Five foot front yard setback.
- f. Lot 27 must have a minimum Sixty (60) foot front-yard setback.
- g. Lot 81 must have a minimum fifty-two (52) foot front yard setback.
- h. Lot 82 must have a minimum fifty-two (52) foot front yard setback. Approval of a variance by the Committee and the Township of Green Oak permitting front, rear or side yards smaller than the above minimums shall be deemed a valid waiver of this restriction.

#### **Section 4. Maintenance of Improvements.**

Each Owner shall keep all improvements on his Lot in good condition and in good repair at all times.

#### **Section 5. Animals.**

No farm animals, livestock or wild animals shall be kept, bred or harbored on any Lot, nor shall any animals be kept or bred for commercial purposes. Domestic animals commonly deemed to be household pets may be kept by the Owner and members of his household so long as such pets shall have such care so as not to be objectionable or offensive to others due to noise, odor or unsanitary conditions. Any dog kept by a resident on his premises shall be kept on a leash and shall not be allowed to run loose or unattended. No dog runs or pens shall be permitted.

#### **Section 6. Weapons.**

No Owner of a Lot shall use or discharge, nor shall he permit or suffer any occupant of any Lot which he owns, or his or their invitee or guests, to use or discharge within the Subdivision any firearms, rifles, shotguns, handguns, pellet guns or equipment.

#### **Section 7. Well and Septic.**

Livingston County Health Department restrictions are as follows:

Subdivision 1 & 2

- a. No Lot shall be used for other than a single family dwelling.
- b. All wells shall be drilled by a Michigan Licensed well driller and penetrate a protective clay barrier sufficient to protect the aquifer. In most cases this will be accomplished at depths between 50 to 100 feet.
- c. Septic locations for both active and reserve shall be placed in areas as indicated on the preliminary plat on file at the Livingston County Health Department, unless otherwise approved by the Department.
- d. Lots 1, 2, 3, 15, 19, 32, 37, 38, 39, 40, and 41 will require a shallow to surface-type septic system due to the seasonal high water table. A pump-type system may be necessary if gravity flow cannot be achieved. Lot 85 active and reserve septic areas have been prepared and certified by the engineer. The septic system is to be placed in the area as indicated on file at the Livingston County Health Department which will entail stripping the remaining organic top soil and laying the system on the existing sand fill base. Lots 61, 93, and 94 strip the organic top soil and lay the system on the existing sand fill. Lots 62, 64, and 71 the bottom of the septic system shall be deeper than 1 foot below the existing grade. Lots 73, 99, 100, 101 and 106, the bottom of the system shall be no deeper than 18 inches below the existing grade. Lot 105 shall be no deeper than 2 feet below the existing ground surface. Lot 102 shall be no deeper than 2.5 feet below the existing ground surface. Lot 63 shall be no deeper than 3 feet below existing ground surface. A 100 foot minimum isolation distance is required from the proposed active and

reserve septic locations to surface waters, this includes but may not be limited to Lot 63, 71, 72 and 86 through 88. Out Lots A and B located between 84 and 85 shall remain unbuildable until such time as acceptable means of sewage disposal, such as sanitary sewers are available or the lots are approved by the Michigan Department of Public Health in accordance with Act 288 P. A. 1967 of the Subdivision Control Act. Lot 104 active and reserve septic areas have been prepared by the developer and has been certified by the engineer. An as-built drawing is on file at the Livingston County Health Department which depicts the exact location of both active and reserve septic areas.

e. All restrictions placed on the preliminary plat by the Livingston County Health Department are not severable and shall not expire under any circumstances unless amended or approved by the Livingston County Health Department.

f. Greenock Hills Subdivision No. 2 has been approved for 47 building sites. These 47 lots cannot be further divided to create additional building sites within the development unless they are re-platted in accordance with Act 288 P. A. 1967 of the Subdivision Control Act.

### Subdivision 3

The water supply information has been provided to us by CTI and Associates, Inc. with an assessment of the aquifer proposed to serve the individual wells. As indicated in their report, one (1) test well was drilled on proposed Lot 135. Based on information obtained on the test well records, along with neighboring well logs, the wells will likely be completed at depths around 60 ft. in a strata identified as medium to coarse sand. The wells shall be drilled to a depth that will penetrate a minimum of 10 ft. thick protective clay layer or to a minimum depth of 100 ft. if adequate clay protection is not encountered. In addition, water samples have been received from the test well indicating no coliform bacteria present and nitrates were well below the acceptable State limits. The water analysis revealed a high conductivity of 2011 mmhos and high iron greater than 0.5 ppm. Due to high iron and high conductivity, serious consideration should be given to installing filtering and /or water softener systems. Therefore, pursuant to Act 288 of P. A. 1967, as amended, the proposed "Greenock Hills No.3" Subdivision located in Section 25, Green Oak Township is granted preliminary approval by the Environmental Health Division contingent upon the following restrictions:

1. No lot shall be used for other than a single family dwelling.
2. There shall be no future subdividing of the subdivision to create additional building sites utilizing onsite sewage disposal and water supply.
3. All wells shall be drilled by a licensed Michigan well driller and be drilled to a depth that will penetrate a minimum of a 10ft. protective clay barrier or be drilled to a depth of 100ft. if adequate clay protection is not encountered. The well shall be grouted the entire length of the casing.
4. Lots 108-125, 131, and 133-141 will be serviced by a community septic system. The community system has been designed to accommodate only the wastewater flows from the residences. Occupancy of any homes being constructed on these building lots shall not be approved until the central septic system and sanitary lines have been constructed and approved in accordance with engineer design specifications.
5. The central septic system must be installed in accordance with the design engineer specifications and certification must be given that the system was installed in accordance with the approved plans prior to the issuance of any permits. Also, written confirmation regarding which public entity will retain ownership after the community septic system is installed is required prior to final plat approval. This confirmation must state that quarterly waste water monitoring (based on the number of dwellings occupied) will be conducted and reported to the Livingston County Health Department.
6. An Act 98 permit must be obtained from the Michigan Department of Environmental Quality prior to final subdivision approval being given by the Department.
7. Each lot utilizing the central sanitary system will be required to obtain septic permits for the installation of the septic tank and pump chamber.

8. Individual septic systems are being proposed on Lots 126-130, and 132-137. The septic locations for both the active and reserve as well as the individual well locations throughout the project shall be placed in the areas as indicated on the preliminary plan which is on file at the Livingston County Health Department unless otherwise approved by this Department.
9. Individual engineered site plans have been developed in accordance with these plans which are on file at the Livingston County Health Department. Any proposed changes to the active and reserve septic locations shall be submitted by a certified engineer and all changes noted on a detailed site plan.
10. There shall be no underground utility lines located within the areas designated as active and reserve septic system areas.
11. The reserve septic locations as designated on the preliminary plan on file at the Livingston County Health Department must be maintained vacant and accessible for future sewage disposal uses.
12. The on site sewage disposal systems for Lots 126, 128, 129, 132, 122, 134, and 137 will require excavation of slow permeable soils to a more permeable soil ranging between 3ft. to 5.5ft. in depth. Do to the fact that unsuitable soils will be excavated in the area and replaced with clean sharp sand, the cost of the system may be higher than the conventional sewage disposal system.
13. Lot 127 will require that the bottom of the stone be no deeper than 18 inches below the original grade or 910.83.
14. Lot 128 will require the top soil and fill be cut down to +/- 3ft. to 7ft. and backfilled with a clean sharp sand to the original grade and/or 913.00. The bottom of the stone bed shall be no deeper than on the original grade.
15. Lot 129 will require 100% cutdown through fill and loam to +/- 4ft. then backfilled with a clean sharp sand to 12 inches above the original grade or 910.73. This site shall include a 10ft. basal area around the perimeter of the system prior to beginning a 4:1 slope to original grade.
16. Lot 130 will require that the bottom of the stone be no deeper than 18 inches below the original grade or 911.89.
17. Lot 132 will require that the bottom of the stone bed be no deeper than 24 inches below the original grade.
18. The engineer must give written certification that any additional grades, filling, and/or land balancing that has taken place as part of the construction of the development will not affect the placement for either the active or reserve sewage disposal systems. This certification must be given stating that there will be no changes on any lots affected prior to the final approval.
19. Prior to final plat approval, written engineer certification must be given which indicates that all storm drains which are within 25ft. to the proposed active or reserve septic shall be scaled with a watertight premium joint material.
20. A 2400 sq.ft. area has been designated on each lot for the active and reserve sewage disposal systems to accommodate a typical (3) bedroom single family home. Proposed homes exceeding three bedrooms must show that sufficient area exists for both active and reserve sewage systems which meet all acceptable isolation distances.
21. There shall be no activity within the regulated wetlands unless permits have been obtained from the Michigan Department of Environmental Quality.
22. All restrictions placed on "Greenock Hills No. 3" Subdivision by the Livingston County Health Department are not severable and shall not expire under any circumstances unless otherwise amended or approved by the Livingston County Health Department.

## **Section 8. Sight Distance.**

No fence, wall, hedge, or shrub planting which obstructs sight lines of elevations between three (3) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the lot lines and a line connecting them at points twenty-five (25) feet from the intersection of the lot lines, or in the case of a rounded property corner, from the intersection of the lot lines as though extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of the sight lines.

## **Section 9. Easements.**

Easements are provided for as follows:

- a. Easements for the installation, maintenance, repair, replacement, modification and/or removal of utilities, underground television cable, storm sewer lines, drainage lines, surface drainage swales and any other improvements which would serve the Greenock Hills Subdivision are shown on the recorded plat. The use of all or part of such easements are granted to any person, firm corporation, governmental unit or agency which furnishes such services or utilities.
- b. No buildings may be constructed or maintained over or on any easements; provided, however, that after the aforementioned utilities have been installed, planting, fencing (where permitted) or other lot line improvements shall be allowed, so long as they do not violate the provisions of this Article and do not interfere with, obstruct, hinder or impair the drainage plan of the Subdivision and so long as access be granted, without charge or liability for damages, for the installation, maintenance, repair replacement, modification and/or removal of the utilities, drainage lines and/or additional facilities.
- c. Private easements for public utilities are granted and reserved as shown on the plat of the Subdivision.

## **Section 10. Prohibited Structures.**

Trailers, shacks, barns, storage buildings, or any temporary buildings of any description whatsoever are expressly prohibited and no temporary occupancy shall be permitted in unfinished residential buildings. Tents for entertainment or recreational purposes are permitted for periods not to exceed forty-eight (48) hours. The erection of a temporary storage building by a Builder or his subcontractors for materials and supplies to be used in the construction of a dwelling is permitted during the period when new houses are under construction in the subdivision by the Builder.

## **Section 11. General Conditions.**

The following general conditions shall be in effect:

- a. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same shall not be kept except in sanitary containers properly concealed from public view. Garbage containers shall not be left at the road side for more than twenty-four (24) hours in any one week;
- b. No house trailers, commercial vehicles, boat trailers, boats, camping, recreational vehicles or camping trailers, horse trailers or other utility trailers or vehicles may be parked on or stored on any Lot, unless stored fully enclosed with an attached garage. Commercial vehicles and trucks shall not be parked in the Subdivision except while making normal deliveries or pick-ups in the normal course of business. However, a construction trailer may be maintained by each Builder during the period when new houses are under construction in the Subdivision by the Builder;
- c. No laundry shall be hung for drying in such a way as to be visible from the street on which the dwelling fronts and/or sides
- d. The grade of any Lot in the Subdivision may not be changed without the written consent of the Committee;

- e. No swimming pool may be built which is higher than one (1) foot above the final Lot grade. No swimming pool may be built unless some portion of the pool is within twenty (20) feet of the residence.
- f. No radio, satellite dishes or other communication antennas of any type will be installed on or outside of any residence. T.V. antennas may be installed not more than forty-eight (48) inches above the roof of any residence.
- g. Each owner shall install a coach light 25 feet from the edge of the curb next to the driveway for street light. The coach light must be on a photo cell and maintained by the resident.
- h. No exterior lighting shall be installed so as to disturb the occupants of neighboring Lots or impair the vision of traffic on any street.
- i. All utility lines including electric, gas, telephone and cable television must be installed underground.
- j. Mailboxes will be provided by the United States Postal Service or Association and placed in central locations. No other mailboxes or newspaper boxes will be allowed on any lot or road right of way.

### **Section 12. Sales Agency and/or Business Office.**

Notwithstanding anything to the contrary herein, the Grantor and/or any Builders may construct and maintain a sales agency on any Lots which they may select, or may use a model house only for such purposes. The Grantor and/or such Builders may continue to maintain such a model house for use as long as they have an ownership interest in such Lots for the sole use of marketing houses in Greenock Hills.

### **Section 13. Lease Restrictions.**

No Owner shall lease and/or sublet less than the whole of any dwelling on said Lot. No lease shall be for a period less than two (2) months.

### **Section 14. Exterior Surface of Dwellings.**

The visible exterior walls of all dwelling structures shall be made of at least forty per cent (40%) brick or brick veneer or any combination. Wood, fieldstone, ledge rock or stucco may also be used, so long as any of these materials alone, or in combination, do not exceed sixty per cent (60%) of the total of all visible exterior walls. Aluminum and vinyl siding is prohibited. The Committee may grant such exceptions to this restriction as it deems suitable. The use of asphalt, cement block, cinder, slag or plywood (unless finished in an approved imitation stucco or similar appearance), imitation brick and/or any type of commercial siding is prohibited. Windows and doors made of unpainted aluminum or non-factory painted aluminum as prohibited. Windows and doors shall not be included in calculating the total area of visible exterior walls.

### **Section 15. Fences and Walls.**

No fence, wall or solid hedge may be erected, grown or maintained in front of or along the front building line of any Lot; provided, however, that low ornamental fencing along the front lot line in architectural harmony with the design of the house, may be erected. The side lot line of each corner lot which faces a street shall be deemed to be a second front building lot line and shall be subject to the same restrictions as to the erection, growth or maintenance of fences, walls or hedges as is herein before provided for front building lines. No fence or wall may be erected or maintained on or along the side lines of any Lot, and/or on or along the rear line of any Lot, except fences which are required by local ordinance to enclose swimming pools or fences which are an integral part of a deck or patio design.

## **Section 16. Signs.**

No sign or billboard of any kind shall be placed, erected or maintained on any Lot. The provisions of this paragraph shall not apply to such signs as may be installed or erected for sales purposes.

## **Section 17. Driveways.**

All driveways, aprons and parking areas must be paved with asphalt or concrete. No gravel, slag or loose stone shall be permitted.

## **Section 18. Destruction of Building by Fire, etc.**

Any debris resulting from the destruction in whole or in part of any dwelling or building on any Lot shall be removed with all reasonable dispatch from such Lot in order to prevent an unsightly or unsafe condition.

## **Section 19. Landscaping.**

Upon the completion of a residence on any of the Lots, the Owner shall cause any area of the lot not left in its natural condition to be finish-graded and seeded or sodded and suitably landscaped as soon after the completion of construction as weather permits. The Lot and the right-of-way contiguous to each Lot shall be kept free of weeds by the Owner. All landscaping and lawns shall be well maintained at all times.

## **Section 20. Floodplains.**

Restrictions from the Michigan Department of Environmental Quality. Certain lots, as indicated on the Final Plat, are affected by floodplains established by the Department of Natural Resources. For Subdivision 3, the 100 year floodplain elevation varies along the un-named stream located in Cantaberry Park II and GREENOCK Park East from 898.5, N.G.V. Datum, at Nichwagh Lake to 904.5, N.G.V. Datum, at Dixboro Road, as established by the Michigan Department of Environmental Quality, and as delineated on the final plat, and that no filling or occupation of the floodplain shall take place without prior written approval from the Michigan Department of Environmental Quality. Construction of buildings used or capable of being used for residential purposes and occupancy within or affected by the floodplain shall comply with all the following requirements:

- a. Have lower floors, excluding basements, not lower than the elevation defining the floodplain limits.
- b. Have openings into the basement not lower than the elevation defining the floodplain limits.
- c. Have basement walls and floors, if below the elevation defining the floodplain limits, which are watertight and designed to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the floodplain limits following methods and procedures outlined in Chapter 5 for type A construction and Chapter 6 for class I loads found in the publication entitled "Flood Proofing Regulations," EP 1165 2 314, prepared by the office of the Chief Engineers, United States Army, Washington, DC, June 1972. Figure 5 on Page 14-5 of the regulations shows typical foundation drainage and waterproofing details. This document is adopted by reference in these rules and is available, at no cost, from the Michigan Department of Environmental Quality, Land and Water Management Division, Stevens T. Mason Building, P.O. Box 30028, Lansing, Michigan 48909, or Department of the Army, Corps of Engineers, Publications Depot, 890 S. Pickett, Alexandria, Virginia 22304.
- d. Be equipped with a positive means of preventing sewer backup from sewer lines and drains which serve the building.
- e. Be properly anchored to prevent flotation.

- f. No filling or occupation of the floodplain area will be allowed without approval of the Michigan Department of Environmental Quality.
- g. All restrictions placed on the floodplain lots by the Michigan Department of Environmental Quality shall continue in perpetuity, are not severable and shall not expire under any circumstance unless amended or approved by the Michigan Department of Environmental Quality.

**Section 21. Wetlands.**

Developer desires to preserve and protect certain lands within the subdivision designated as wetlands and accompanying vegetation therein as shown on the subdivision plan attached hereto as Exhibit "B". The fee simple estate to said lands shall be vested in the property owner within whose boundaries said lands shall lie. Said land shall remain substantially in its natural condition forever for the enjoyment of the owner thereof and the protection of the property values associated therewith. The designation of natural wetlands referred to herein and shown on the accompanying subdivision plan may only be altered by the decision or permission of the Michigan Department of Environmental Quality, and/or with a court judgment to revise the plat. No homeowner shall be allowed to change the natural conditions of those areas designated as wetlands by activities such as:

- 1. The placing of fill materials in a wetland.
- 2. Dredging or removing soil or minerals from a wetland.
- 3. Construction or development in a wetland other than a possible non-impact type activity or use as those enumerated hereinafter.
- 4. Drain surface water from a wetland.

Non-impact activities such as the construction of a deck or floating dock over the wetlands, bird houses, i.e. purple martin houses, may be allowed in said areas subject to the Goemaere-Anderson Wetland Protection Act, Act 203 of 1979, hereinafter referred to as the "Act", and that the obligation to fully comply with the terms of said Act are incorporated herein by reference. The restrictions enumerated herein shall apply only to those areas designated as wetlands under the terms of the Act. All residential building sites in Greenock Hills Subdivision No. 2 and 3 have sufficient lands which are not included in this restriction or the provision of the Act for the erection of a single family residence with attached garage after complying with the setback and sideyard requirements enumerated herein and established by Green Oak Township. The restriction enumerated herein is not severable and shall not expire under any circumstances unless amended or approved by the Michigan Department of Environmental Quality.

**Section 22. Drains and Retention Areas.**

All drains easements and retention areas are under the jurisdiction of the Livingston County Drain Commissioner.

**ARTICLE VIII - RESTRICTIONS OF THE USE OF COMMON AREA**

**Section 1. Pollution.**

No Owner shall throw or allow to accumulate on his or any other Lot or the Common Area trash, refuse, or rubbish of any kind. No Owner shall dump or otherwise dispose of chemicals, motor oil, paint, gasoline or petroleum distillates in, over or within the Subdivision or the sanitary or storm sewer drains serving the Subdivision.

**Section 2. Dogs.**

No Owner shall allow his dog to run loose in the Common Area.

**Section 3. Liability.**



The Association may maintain liability insurance in sufficient amounts for the purpose of protecting itself as well as the Owners, the Grantor and Builders from the burden of any liability resulting from accidents which may cause death or injury to anyone or damage or casualty to personal property while in the Common Area or on any property under the jurisdiction or control of the Association.

#### **Section 4. Published Rules.**

The Grantor reserves the right to publish from time to time reasonable rules and regulations consistent herewith governing the use of the Common Area as well as other matters relating thereto. After houses have been built on not less than eighty (80%) per cent of the Lots, the Grantor may delegate or assign this right to the Association.

### **ARTICLE IX - GENERAL PROVISIONS**

#### **Section 1. Enforcement.**

The Grantor, the Association or any Owner shall have the right to enforce all restrictions, conditions, covenants, reservations liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Grantor, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed estoppel or a waiver of the right to do so thereafter.

#### **Section 2. Severability.**

Invalidation of any one of these covenants, restrictions or conditions by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

#### **Section 3. Amendment.**

The covenants, restrictions and conditions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than eighty (80%) per cent of the Owners and thereafter by an instrument signed by not less than seventy (70%) per cent of the Owners, except that amendments made by the Grantor for the purpose of adding residential Lots and/or Common Area shall not require the vote or signature of any Owners, the Association or any members thereof. Any amendment must be recorded with the Livingston County Register of Deeds. All restrictions placed on the floodplain Lots and the wetlands by the Michigan Department of Environmental Quality shall continue in perpetuity, are not severable and shall not expire under any circumstances unless amended or approved by the Michigan Department of Environmental Quality.

#### **Section 4. Annexation of Additional Lots and/or Common Area.**

The Grantor reserves the right at any time, or times, in the future to amend this Declaration by adding to it one or more additional subdivisions of land in Greenock Hills hereafter developed and platted by Grantor or its assigns. Such additional subdivisions may or may not contain Common Areas. Any such amendment(s) to this Declaration shall provide that the owners of all residential Lots in future added subdivisions shall be required to be members of the Greenock Hills Subdivision Association and shall be subject to the covenants, restrictions, easements, charges and liens set forth herein. Such amendment(s) shall also provide that the Common Area contained within the Subdivision and all future subdivisions shall be for the use and benefit of all Owners of Lots in the Subdivision and all subdivisions added hereto. Additional Lots and Common Areas may be annexed to the Association by Grantor without the consent or approval of the Association or any of its members or any Owner. Annexation may also occur by action of the Association with consent of two-thirds (2/3) of its Members

## **Section 5. Reservation.**

The Grantor reserves the right to assign to the Association, in whole or in part, from time to time, any or all of the rights, powers, titles, and estates hereby reserved or given to the Grantor including the right and power to approve or disapprove any use, act, proposed action, or any other matter or thing. Any such assignment or transfer shall be made by appropriate instrument, in writing, and such assignee shall thereupon have the same rights and powers, and be subject to the same obligations and duties as herein given, reserved to and assumed by the Grantor in connection with the rights, powers and so assigned, and such instrument when executed by such assignee shall, without further act, release the Grantor from all obligations, duties and liabilities in connection therewith.