

FAWN MEADOWS NO. 3
Comstock Township, Kalamazoo County, Michigan

(17)

DECLARATION OF COVENANTS AND RESTRICTIONS

This declaration is made this 14 day of Dec, 2005 by Fawn Meadow Limited Liability Company, a Michigan limited liability company, hereinafter called "Developer," being the owner of all the real property identified as Lots number forty-six through seventy-three on a subdivision plat known as **FAWN MEADOWS NO. 3** (the "plat"), recorded in the Office of the Kalamazoo County Register of Deeds in Liber 42 of Plats, Page 20.

The Developer does hereby make and impose the following declarations, limitations, restrictions and uses to which each of the above-described lots may be put:

ARTICLE I - INTENDED USE AND CHARACTER. It is the intention of the Developer to create a residential neighborhood, which protects all of the lot owners and preserves the Developer's concept for the development of Fawn Meadows No. 1.

ARTICLE II - DEFINITIONS. When used in this Declaration, the following words and terms shall have the following:

- 2.1 "Fawn Meadows No. 3 or "Plat" shall mean and refer to the Plat recorded in Liber 42, Page 20 in the office of the Register of Deeds, Kalamazoo County, Michigan, on 1-13, 2005, and the real property described therein.
- 2.2 "Lot" shall mean and refer to a subdivided lot in the Plat, other than an outlot. "Lots" shall mean all such lots.
- 2.3 "Owner" shall mean and refer to the record owner, whether one or more persons, firms, associations, corporations or other legal entities, of the fee simple title to any Lot but shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner. In the event of a Land Contract covering a Lot, the holder of the Land Contract Vendee's interest shall, in the absence of an agreement between the Vendor and Vendee to the contrary, be considered the Owner and the Land Contract Vendor shall have the rights of a mortgagee under this Declaration.
- 2.4 "Improvement" shall mean every building or other structure of any kind or any fence, wall, pool, tennis court, stairways, decks, mail boxes or other structure or recreational facility which may be erected or placed on any Lot, any drainage system that may be established thereon, any driveway or landscaping thereon, or the water or septic systems or any part thereof on any Lot and shall include any site development and creation of view areas and any tree removal in connection therewith.

ARTICLE III - ARCHITECTURAL CONTROL COMMITTEE.

- 3.1 An Architectural Control Committee (the "Committee") is hereby established, the membership of which is composed of Mike and Jamie Roush. In the event of death or resignation of any member(s) of the Committee, the remaining member(s) shall have full authority to designate a successor. At any time, the Owners of Lots shall have the power to change the number of members and remove and appoint members of the Committee by a written agreement setting forth the change, removal or appointment in membership, as the

case may be, which is duly signed by Owners owning eighty percent (80%) or more of the Lots.

- 3.2 Except as otherwise provided herein, a majority of the members of the Committee shall have the power to act on behalf of the Committee without the necessity of a meeting and without the necessity of consulting the remaining members of the Committee. The Committee may act only by written instrument setting forth the action taken and signed by the members of the Committee consenting to such action.
- 3.3 The Committee may designate one of its members to act as its agent in performing inspections or otherwise carry out decisions or policies duly authorized by the Committee.
- 3.4 The Committee shall have no affirmative obligation to be certain that all the restrictions contained in this Declaration are fully complied with and no member of the Committee shall have any liability, responsibility, or obligation, whatsoever, for any decision or lack thereof, in the carrying out of duties as a member of the Committee. The sole responsibility for compliance with all of the terms of this Declaration shall rest with the Owner. Each Owner agrees to save, defend, and hold harmless the Committee and each of its members on account of any activities of the Committee relating to such Owner's Lot or other lots or Improvements to be constructed on such Lots.

ARTICLE IV - CONSTRUCTION LIMITATIONS.

- 4.1 Committee Approval. No Lot Owner shall construct, alter, or maintain any Improvements on a Lot until all of the following have been completed:
 - (a) The Lot Owner has submitted to the Committee a complete set of plans with dimensions satisfactory to the Committee, showing floor plans and exterior elevations, design and color schemes, including a site plan locating improvements on the lot, landscaping, etc. Also, an outline specification for materials and finishes or other plans detailing the nature of the Improvement including what site development and tree clearing needs to take place with respect to such Improvement.
 - (b) Such plans and specifications have been approved in writing by the Committee.
- 4.2 Approval of the plans and specifications may be withheld, not only because of their noncompliance with any of the restrictions and conditions contained herein, but also because of the reasonable dissatisfaction of the Committee as to the location of the Improvements on the Lot, color scheme, finish, design, proportions, shape, height, type or appropriateness of the proposed Improvement or alteration, the materials used therein, the kind, shape, or type of roof proposed to be placed thereon, the number, sizes, or kinds of trees that must be removed, the degree of terrain alteration involved which might, among other things, impair the natural drainage of any Lot or have the potential of causing erosion if not properly stabilized, or because of its reasonable dissatisfaction with any matters or things which, in the reasonable judgment of the Committee, would render the proposed Improvement inharmonious or out of keeping with the Development or with the Improvements erected in the immediate vicinity of the Lot. At its discretion, the Committee may retain for its records any sketches, plans and specifications submitted or copies thereof.
- 4.3 Time Limit. If at any time a Lot Owner shall have submitted to the Committee plans and specifications in accordance with this Article for a structure or alteration, and the Committee has neither approved such plans and specifications within thirty (30) days from the date of submission nor notified the Lot Owner of its objection within such 30-day period, then such plans and specifications shall be deemed to have been approved by the Committee. In the event that a Lot Owner shall file revised plans and specifications for a structure or alteration with the Committee after receiving objections from the Committee with respect to the original plans and specifications, and the Committee has neither approved them nor notified the Lot Owner of further objections within fifteen (15) days from the revised submission, then such revised plans and specifications shall be deemed to have been approved by the Committee.



- 4.4 Additions, Alteration, and Remodeling. Any addition to, or remodeling of an Improvement that is visible from the exterior shall be subject to the same restrictions and Committee approval requirements contained in Articles V and VI and in this Article IV as are applicable to the original construction of Improvements.
- 4.5 Replating. Replating or any use of Lots for other than a single family residence shall be subject to approval by the Committee.
- 4.6 Prior Approvals. Any approval previously granted or use existing on any Lot shall not be construed by another Lot Owner that the same will necessarily be granted or allowed on his or her Lot. Each Lot shall be evaluated and approved individually.
- 4.7 Additional Powers & Duties. The Committee shall have the power to levy assessments to Lot Owners for the purpose of maintaining the subdivision sign and maintaining drainage systems at the request of and in accordance with plans approved by the County Drain Commissioner. Each owner who accepts title in any way shall be deemed to have consented to pay the assessments levied by the Committee and that any such unpaid assessments shall become a lien against the property and the Owner shall be responsible for all costs associated for the collection thereof.

ARTICLE V - BUILDING RESTRICTIONS. The following building restrictions are general guidelines for the Committee, and, unless the Committee shall provide approval to the contrary or in the event that the Committee has failed to approve pursuant to Article 4.3, they shall specifically apply to each Lot and all other provisions of this Article shall be and remain in full force and effect:

- 5.1 Residential Purposes. Each Lot shall be used for single family residential purposes only and shall not be used for commercial or business purposes.
- 5.2 Soil/Dirt Removal. Any soil or dirt required to be removed from any Lot in said Plat, and all excess dirt shall be moved to another Lot in said Plat under the direction of the Committee unless the Committee directs that the excess dirt or soil be hauled away from the Plat.
- 5.3 Completion of Improvements. Each Improvement on a Lot must be completed within 12 months from the start of construction.
- 5.4 Exterior Siding. All exterior siding of Improvements shall have a natural appearance and be earth tone in color.
- 5.5 Exposure of Construction Materials. Roll roofing, tar paper or other building paper left exposed will not be permitted on any roof or exterior of any building.
- 5.6 Exposure of Foundation. If more than 1 1/2 feet of foundation is exposed, it shall be either sided or painted.
- 5.7 Floor and Roof Area of Residence. Each dwelling shall have a minimum ground floor plan of 1,400 square feet of living area, exclusive of basement, porches or garages, in a ranch style home, or 1,600 square feet of living area, exclusive of basement, porches or garages, in a Cape Cod home. If a 1 1/2 and 2 story dwelling, it shall have a minimum of 1,800 square feet of living area. No structure shall have a roof pitch of less than 7/12ths.
- 5.8 Basement. Each dwelling shall be constructed upon a basement, the size of which shall be an area not less than 3/4 of the main floor square footage, unless otherwise approved by the Committee for reasons that may be due to topographical problems or other considerations such as overall size and configuration of the proposed dwelling.
- 5.9 Garages. Each completed residence shall include a garage which shall be a two and one-half or three car standard size attached garage. Driveways shall be paved.



- 5.10 Setback and Side Yards. Each dwelling and any accessory building shall be set back at least 40 feet, measured at right angles from the nearest right-of-way line of any street bordering the lot, and at least 12 feet measured at right angles from all lot or side lines, unless otherwise restricted by the Committee or the township zoning ordinance.
- 5.11 Utilities. All utility lines including electric, gas, telephone and cable television must be installed underground. Each dwelling completed on a Lot shall be promptly connected to electrical and natural gas line serving the subdivision either before it is occupied or promptly after such services become thereafter available to the Lot.
- 5.12 Landscaping. All foundation landscaping must be completed according to the approved site plan within six (6) months after completion of the building and all yards must be seeded or sodded within six (6) months after completion of building and properly maintained thereafter. Unless otherwise approved by the Committee, all that land between the edge of the road and right of way line shall be planted in grass and maintained as a part of the on-site landscaping. Potential soil erosion problems should be given consideration in the plan and completion of the site.
- 5.13 Fences, etc. No ornamental trees shall be planted on any Lot, and no fences or hedges more than six feet in height shall be placed or maintained on any Lot which would interfere with the view of other Lot owners. Any fence, wall or planting shall be approved by the Committee. No fences are allowed in the front yard.
- 5.14 Antennas & Satellite Dishes. Antennas and Satellite dishes larger than twenty-four (24) inches in diameter are prohibited on any Lot, unless approved by the Committee.
- 5.15 Sewage Disposal Systems. (1) Sewage disposal systems will consist of septic tanks and tile trenches/drain beds. The maximum allowable stone below the sewer tile will be twelve (12) inches. (2) Due to the limited size of the lots in this subdivision, there will be no allowance to locate sewage disposal systems differently than designated on the plans dated March 14, 2002 and received by this office on June 22, 2005. No yard improvements such as storage buildings or pools will be acceptable. (3) All sewage disposal systems must be located a minimum of 100 feet from standing water, 25 feet from a storm drain and 100 feet from a storm water retention or detention area. Lot 73 sewage system will require 40 feet isolation to east property line, which may limit the size of home construction. (4) All water wells will be drilled to a minimum depth of one hundred seventy (170) feet ~~and~~ below ground with a minimum of 50 feet submergence and penetrating at least 30 feet of clay. Due to high iron concentrations and elevated hardness, water conditioning and iron removal equipment will be necessary for aesthetic quality of well water. (5) If, due to varying geological conditions, the specified well depth and/or screen submergence is not feasible, it is the responsibility of the well permit holder or licensed well drilling contractor to contact the health officer. The health officer may issue a variance provided the well constructed produces water with adequate quality and quantity and provides long term water quality protection.

All yard improvements such as swimming pools or storage buildings will not be constructed to interfere with the designated sewer disposal system locations.

If heavier soils are encountered in the absorption system area, they shall be removed and backfilled with appropriate materials. All sewage disposal systems, homes, driveways, and water wells for lots will be as described on the plans dated March 14, 2002.

ARTICLE VI - GENERAL RESTRICTIONS.

- 6.1 Outdoor Lighting. No outdoor night light of any kind shall be permitted to cast its direct rays or any indirect excessive glow, outward beyond any of the boundary lot lines or upward of the lot on which it is installed or maintained.
- 6.2 Clothes Lines. No clothes, sheets, blankets or other personal articles other than swimsuits shall be hung out or exposed on any part of a Lot except on a portable laundry dryer of the

APPROVED
 Kalamazoo County Human Services Department
 Date: 9-20-05
 Catherine



umbrella type or on a clothes line within a garage; and, in any event, such articles, when not being worn, shall be kept out of sight of passing road traffic and neighboring properties.

- 6.3 Other Structures. No structure of a temporary character, section type mobile home, pole building, trailer, camper, basement, tent except for a temporary tent for a party or special occasion with the approval of the Committee, shack, garage, barn, or other outbuilding shall be constructed or used on any Lot at any time.
- 6.4 Boats and Trailers. No boat or Trailer of any kind shall be stored either temporarily or permanently on any Lot unless it is situated within a garage or carport or a location not visible to adjacent Lot Owners.
- 6.5 Nuisance. No activity shall be carried on which constitutes a nuisance.
- 6.6 Debris & Hazardous Materials. Each lot must be kept in a neat and orderly manner and kept free from damaged machinery, unsightly junk, debris, and rubbish. Commercial vehicles, machinery and equipment and unlicensed or inoperable motor vehicles must be housed and out of view. No substance or material, other than common household materials, of any sort that is in any way harmful to the environment shall be used or stored on any lot. No hazardous material of any kind shall be disposed of on any Lot.
- 6.7 Signs. No signs of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.
- 6.8 Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial business purpose and do not become a nuisance to other lot owners.
- 6.9 Maintenance. All yards and landscaping shall be kept neat and well maintained at all times. Where feasible, yards shall be maintained to the edge of the road. Exterior siding, paint and driveways shall be kept in good repair at all times. If for any reason, residential or appurtenant structures shall fall in disrepair or become unsightly and the Owner is absent, unable or unwilling to perform the necessary repairs or remedy the situation, the Committee or its agents shall have the right to enter upon the property and cause repairs or maintenance to be performed and the cost of such shall accrue to the owner and any unpaid amounts shall become a lien against the property.
- 6.10 Compliance with Codes and Ordinances. All improvements shall be constructed and maintained in accordance with all federal, state and local laws, regulations, codes and ordinances, including the obtaining and posting of all necessary permits. Where such laws, regulations, codes, and ordinances impose greater restrictions than are required by this Declaration, now and as it may be amended from time to time, the provisions of such other laws, regulations, codes, and ordinances shall control.
- 6.11 Variances. The Committee may, upon written request of a Lot Owner and a satisfactory showing of hardship, grant a written variance from a restriction contained in this Article VI, but only to the extent and in such a manner as not to violate the spirit and intent of these restrictions and further that the requested variance can be accomplished without substantial damage to the natural environment or the harmony and character of the Development.

ARTICLE VII - GENERAL PROVISIONS.

- 7.1 Changes. The above covenants and restrictions shall be perpetual and shall run with the land and shall be binding upon all owners and occupants of said land or any lot and all assigns and persons claiming under or through any owner or occupant, provided, however, that those covenants and restrictions may be altered or amended by written instrument executed by the Owners of not less than three-quarters of the Lots of the Subdivision and duly recorded at the Kalamazoo County Register of Deeds office. Invalidation of one or more of the above



restrictions by judgment of a court of competent jurisdiction shall in no way affect the other provisions which shall remain in full force and effect.

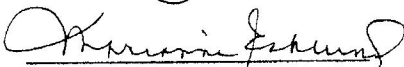
- 7.2 Each and every Lot Owner has the right to protest, and if necessary, use local legal and judicial processes to enforce any violation of these restrictions. The taxable costs of any such action, including reasonable attorney fees, may be recovered by the prevailing party in any such proceeding.
- 7.3 In the event an empowered agency imposes ordinances, which would seem to be in conflict with these restrictions, it is the intent of the developers to use whichever is the more restrictive.
- 7.4 In the event any one or more of the covenants herein contained shall be declared invalid by a court of competent jurisdiction, the remaining covenants shall remain in full force and effect as though no such decision or order had been entered or promulgated.
- 7.5 The Committee's review of plans and specifications shall be for the sole purpose of enforcing the provisions hereof and to control the aesthetics of improvements within the Plat. The Committee, by granting approval of plans and specifications, shall not be deemed to have judged the structural or mechanical integrity of any improvements or to have approved the architectural or engineering standards employed in developing the plans and specifications. The Committee shall not be liable to any person or entity with respect to the plans and specifications submitted to it.
- 7.6 If any dispute shall arise with respect to the action of the Committee, it shall be submitted to one-man arbitration in the City of Kalamazoo before an arbitrator selected by the American Arbitration Association and according to the rules of the said Association. The decision of the Arbitrator shall be binding upon all parties and a judgment thereon may be entered in any court of competent jurisdiction. The costs of arbitration shall be borne by the party who shall have demanded the same.

WITNESSES:

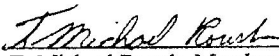


 John M. Crandall

**FAWN MEADOW LIMITED
 LIABILITY COMPANY,**
 a Michigan limited liability company
 117 West Cedar Street
 Kalamazoo, Michigan 49007-5286



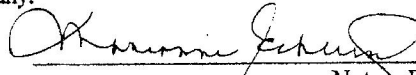
 MARIANNE ECKLUND

BY: 

 T. Michael Roush, Member

STATE OF MICHIGAN)
) ss.
 COUNTY OF Kalamazoo)

Acknowledged before me Kalamazoo County, Michigan on
DECEMBER 14, 2005 by T. Michael Roush, member of Fawn Meadow
 Limited Liability Company, for the Company.



 ,Notary Public

 County, State of Michigan

My commission expires:
 Acting in the County of MARIANNE ECKLUND
 Notary Public, Kalamazoo County, MI
 My Commission Expires Sep. 11, 2007



