

**Restrictive Covenants
For
Carriage Hills #6**

This Declaration is made this 6th day of September 1979, by the Wells Development Company, a Michigan Corporation, of 49636 Van Dyke, Utica, Michigan, hereinafter referred to as the Developer, or First Party.

WITNESSETH:

WHEREAS, the Developer is the owner of the following described property located in the Township of Washington, Macomb County, Michigan:

Part of the West ½ of the Southeast ¼ of Section 21, Town 4 North, Range 12 East, Washington Township, Macomb County, Michigan, is more particularly described as: Commencing at the South ¼ corner of Section 21, Town 4 North, Range 12 East, Washington Township, Macomb County, Michigan; Thence North 89 degrees 46 minutes 46 seconds East 978.51 feet along the South line of said Section 21 which is the centerline of 28 Mile Road to the point of beginning; thence North 00 degrees 26 minutes 56 seconds West 462.00 feet; thence South 89 degrees 46 minutes 46 seconds West 978.51 feet to a point on the North/South ¼ line of said Section 21; thence North 00 degrees 26 minutes 56 seconds West 2121.51 feet along the North/South 1/4 line to the center post of said Section 21; thence North 89 degrees 36 minutes 48 seconds East 1339.00 feet along the East/West ¼ of said Section 21; thence South 00 degrees 34 minutes 14 seconds East 2587.42 feet to a point on the South line of said Section 21, which is the centerline of 28 Mile Road; thence South 89 degrees 46 minutes 46 seconds West 366.00 feet along the South line of said Section 21 to the point of beginning and containing 69.26 acres of land, more or less. Subject to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

WHEREAS, this property is being developed by the Developer into a residential subdivision, in accordance with a common plan of development, and

WHEREAS, there are to be included within this development certain parks and common areas which are to be available for the common use and enjoyment of owners and residents of residential properties included within the development, such common areas being described as follows:

**PROPERTY DESCRIPTION
"PARK"**

A parcel of land located in and being a part of the West 1/2 of the S.E. ¼ of Section 21, T. 4 N., R. 12 E., Washington Township, Macomb County, Michigan is described as:

Commencing at the South ¼ Corner of Section 21, T. 4 N., R. 12 E., ' Washington Township, Macomb County, Michigan; thence N. 00 degrees 26 minutes 56 seconds W., 2118.51 feet along the N/S ¼ line of Section 21 to the Point of Beginning; thence continuing N. 00 degrees 26 minutes 56 seconds W., 435.00, feet along the N/S 1/4 line; thence S. 56 degrees 23 minutes 31 seconds E., 319.87 feet to a point on a curve; thence on a curve to the left of radius 60.00 feet, a central angle of 69 degrees 17 minutes 21 seconds, whose chord bears S. 01 degrees 02 minutes 11 seconds E., 68.22 feet, an arc distance of 72.56 feet; thence S. 54

degrees 19 minutes 08 seconds W., 325.29 feet to the Point of Beginning and containing 1.521 acres.

Subject to all easements of record, if any.

PRIVATE ROAD DESCRIPTION

A parcel of land located in: and being a part of the West 1/2 of the S.E. 1/4 of Section 21, T. 4 N., R. 12 E., Washington Township, Macomb County, Michigan is described as:

Commencing at the South 1/4 Corner of Section 21, T. 4 N., R. 12 E., Washington Township, Macomb County, Michigan; thence N. 00 degrees 26 minutes 56 seconds W., 1958.51 feet along the N/S 1/4 line of Section 21; thence S. 73 degrees 56 minutes 46 seconds E., 130.00 feet; thence N. 43 degrees 58 minutes 34 seconds E., 300.75 feet; thence N. 00 degrees 23 minutes 12 seconds W., 148.06 feet to a point on the southerly line of Red Fox Run Drive (60 feet wide) and the Point of Beginning; thence on a curve to the right of radius 60 feet, a central angle of 275 degrees 27 minutes 54 seconds, whose chord bears N. 27 degrees 11 minutes 30 seconds E., a distance of 80.71 feet, an arc distance of 288.47 feet; thence on a curve to the left of radius 315.00 feet, a central angle of, 10 degrees 55 minutes 48 seconds, whose chord bears S. 74 degrees 55 minutes 27 seconds W., a distance of 60.00 feet, an arc distance of 60.09 feet to the center of the cul-de-sac on Red Fox Run Drive; thence S. 20 degrees 32 minutes 29 seconds E., 60.00 feet to a point on the southerly line of Red Fox Run Drive and the Point of Beginning.

WHEREAS, it is necessary to establish binding conditions and restrictions applicable to all property within the development to insure the proper maintenance and government of said common area, and the rights or property owners and residents therein, and

WHEREAS, it is the purpose and intention of this Declaration that all properties included within this development shall be held, transferred, sold, and conveyed subject to the restrictions, covenants, reservations, easement, charges, obligations, conditions and powers contained in this Declaration,

IT IS HEREBY DECLARED that the following restrictions and conditions are covenants running with the land, binding upon the heirs, personal representatives, successors and assigns of the grantors and the grantees of all individual lots and other parcels contained within the description first above written.

1. Thereafter 2/3 of the lots included within the sub are occupied shall be established the Carriage Hills #6 Association consisting of the owners of all occupied lots included within the subdivisions above described. The Carriage Hills #6 Association shall be hereinafter referred to as "The Association".
2. Such Association shall be organized as a non-profit corporation for a perpetual term under the laws of the State of Michigan.
3. Membership in the Association shall be mandatory for each lot owner.
4. A lot owner shall be defined as every person or entity who or which is a record owner of a fee or undivided fee interest in any residential lot, but not including any owners who have sold their

interest under executory land contract. During such time as such a land contract is in force, the land contract vendee shall be considered to be the member of the Association.

5. Each member shall be entitled to one vote for each lot in which they hold the interest required for membership. When more than one person holds any such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine. Provided however, that Developer shall have the right to exercise 120 votes until all lots in said subdivision have been conveyed by Developer.

6. The Developer shall dedicate and convey to The Association right and easement of enjoyment in and to the Parkways and common areas described above, hereinafter collectively referred to as "Common Area". and hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area to the Association above described, free and clear of all encumbrances and liens, upon formation of The Association.

7. The restrictive covenants contained herein shall not be personal, but shall be considered to be appurtenant to said lots and parcels, and shall pass with the title to said lots and parcels, whether specifically set forth in deeds to the lots and parcels or not.

8. The Association shall have the authority to make and enforce regulations pertaining to the use and maintenance of the Common Area, which regulations shall be binding upon the members of the Association and all residents of development.

9. The Common Area may be used for recreation, hiking, nature study, picnicking, or other uses for the benefit of its members which may be determined by the Association. No motor vehicles of any kind or type, including, but not limited to, snowmobiles and motorcycles, shall ever be allowed on "Common Area".

10. Notwithstanding any other provisions of the Declaration, the Developer reserves the right to grant easements within the Common Area for the installation, repair and maintenance of water mains, sewers, drainage courses, and other public utilities, provided that such utilities shall be installed in such manner as to minimize damage to the natural features of the Common Area.

11. All of the lots of the members of the Association shall be subject to an annual maintenance charge, to be paid by the respective owners of the land included in the said tract, to the Association annually in advance with the first payment being due on the first day of the first full month following incorporation of the Association and thereafter annually on the first day of that same month.

12. Each year the Board of Directors of the Association shall, prior to November 1, determine the total amount to be raised by the annual maintenance charge for the next succeeding year.

13. The maintenance fund shall be used for such of the following purposes as the Association shall determine necessary and advisable; for improving and maintaining the Common Area and any other property of the Association, roadways and entryways of the development; for planting trees and shrubbery and the care thereof for collecting and disposing of garbage, ashes and rubbish; for employing night watchmen; for caring for vacant property; for removing grass or weeds; for constructing, purchasing, maintaining or operating any community service, or for doing any other thing necessary or advisable in the opinion of the Association for the general welfare of the members; for expenses incident to the examination of plans and enforcement of these restrictions or any other building restrictions applicable to said property, or for any other purpose within the purposes for which the, Association is incorporated.

14. It is expressly understood and agreed that the annual maintenance charge shall be a lien and encumbrance on the land with respect to which said charge is made, and it is expressly agreed that by the acceptance of title to any of said lots or parcels the owner (not including thereby the mortgagee as long as he is not the owner) from the time of acquiring title thereto shall be held to have covenanted and agreed to pay to the Association, all charges provided for herein which were then due and unpaid to the time of his acquiring the title, and all such charges thereafter falling due during his ownership thereof. The lien of the assessment provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessments and running to a bank, savings and loan association, insurance company or other institutional lender; provided, however, such subordination shall apply only to the assessments which have become due and payable prior to a foreclosure sale or transfer of such property in lieu of foreclosure. Such sale or transfer shall not relieve such property from , liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

15. By his acceptance of title each owner shall be held to vest in the Association the right and power in its own name to take and prosecute all suits, legal, equitable, for the collection of such charge or charges.

USES OF PROPERTY

16. No building or other structure shall be erected, altered, moved onto or permitted on any lot in Carriage Hills Subdivision No.6 other than one single family dwelling with an attached or integral garage provided further that a garden-tool shed, swimming pool (no above ground pool shall be permitted), tennis court, badminton court; walls or fences and such other auxiliary construction, as in the opinion of First Party are in harmony and in conformance with the character and aesthetics of Carriage Hills Subdivision No.6 All attached or integral garages shall be designed and constructed of the same materials as the dwelling and shall conform to the same architectural design. Such single family dwelling house shall be designed and erected for occupancy by, and occupied by one (1) single family. A family shall mean one person or a group of two or more persons, living together and inter-related by bonds of consanguinity, marriage or legal adoption. These persons thus constituting a family may also include foster children, gratuitous guests and domestic servants. First Party may permit in writing the occupation of a dwelling by persons not constituting a family as defined herein provided it finds that such occupancy will not be detrimental to the purpose sought to be obtained by these restrictions.

17. In addition to the general restrictions contained herein, no building or structure shall be erected, altered or permitted on any part of Carriage Hills Subdivision No.6, except it shall also conform to the provisions of any zoning ordinance enacted by any township, village, city or county wherein such part of Carriage Hills Subdivision No. 6 may be situated which may be applicable and in effect at the time of actual construction; provided, that any departure or deviation from the provisions of such zoning ordinance permitted as provided by and in accordance with said ordinance may be made with the approval in writing of First Party but not otherwise, and provided further, that no approval of any such departure or deviation shall constitute approval of departure or deviation from any provision of these restrictions other than the requirements of this paragraph.

18. Only one such single family dwelling house shall be built on each lot.

19. No temporary or unfinished structures, trailers, tents, barns or shacks may be used or occupied as temporary residences at any time prior to completion of the single family dwelling house.

20. No single family dwelling house shall be permitted, erected or altered on any lot in Carriage Hills Subdivision No.6 unless it shall have such area and be of such size as hereinafter set forth:

A. A one-floor dwelling (one which has 85% or more of its livable heated and enclosed area on the main or ground floor) shall have not less than 2000 square feet of finished living area on such main or ground floor level.

B. A one-and-one-half story dwelling (one which has its principal living, dining and service areas and, optionally, a portion of its sleeping areas on the main or ground floor and additional sleeping or living areas on a level directly above such main floor) shall not have less than 1800 square feet of finished living area on said main floor and not less than 600 square feet on the level directly above such main floor.

C. A two-story dwelling (one which has its principal living, dining and service areas on the main or ground floor and additional living or sleeping areas on a level directly above such main floor) shall have not less than 1400 square feet of finished living area on said main floor and not less than 900 square feet on the level directly above such main floor. But no less than 2400 total.

D. A bi-level dwelling (one which has its principal entrance and its principal living, dining, sleeping areas at or on the main or ground floor level and additional living or sleeping areas on a level directly below such main floor) shall not have less than 1800 square feet of finished living area on such main floor level.

E. A tri-level or multi-level dwelling (one which has its principal living, dining and service areas on the main or ground floor level and additional living and sleeping areas adjacent to and above or below such main floor level) shall have not less than a total of 1400 square feet of finished living area on the main or ground floor combined with the square foot area of the first level above such main floor or ground floor area. Said 800 square feet shall not include areas below such main or ground floor area and not fully visible from the road or street upon which such residence faces its front elevation.

F. "Service Areas", as used herein, shall mean the area utilized for preparation, storage, refrigeration and cooking of food or drink, for laundry purposes and similar domestic activities.

G. "Main or ground floor level", as used herein, shall mean the floor or level which is at substantially grade level of the entrance facing the road or street on which such dwelling fronts.

H. "Living Area", as used herein, shall include the actual area within the outer surfaces of the outside walls, excluding areas in any garage, basement, unheated porch, breezeway or entrance way, but may include any finished and heated living area which is above such enclosed or unheated porch, basement, breezeway or garage.

21. No dwelling or structure shall be erected, altered, or permitted-nor any grade changed-upon any lot unless it shall have been designed by a registered architect or a recognized residential designer and First Party's written approval thereof first obtained in the manner herein set forth. Before any work shall be commenced on any grading, dwelling, drainage system, fence, wall, entrance drive or other structure or construction. The plot plan (including necessary topographical details) and construction plans and specifications (including color scheme) shall be submitted in triplicate and written approval thereof obtained. Such plot plan shall be signed by the designer and shall show the finished grade or grades of the plot, of other drainage facilities, and location of the dwellings, fences, walls, entrance drives, and of all other structures and construction. The construction plans and specifications for the dwelling shall show the size, type, materials and color of construction thereof, the grade and elevation of the dwellings and of the fences and walls, if any. Two copies of both such plans shall be lodged permanently with First Party, who shall not

give its approval of any such proposed dwelling or other construction unless in its opinion, upon being completed in accordance with such plans and specifications, such dwelling or construction shown thereby will comply in all respects with the restrictions set forth herein and the external design and materials and location thereof will be in harmony with the character and aesthetics of the topography and grade elevations not only of the lot upon which the proposed construction is to take place, but of the neighboring lots and structures. It is understood and agreed that the purpose of this paragraph is to cause the platted lands develop into a beautiful, harmonious high quality private residential section, and if a disagreement on the points set forth in this paragraph should arise, the decision of First Party shall control.

22. The erection of any new building structures authorized as provided herein and the re-erection, re-building or repair of any such structures damaged by fire or casualty shall be pushed to completion as rapidly as possible, and should the owner fail to make substantial progress for a period of four (4) months, then First Party is hereby authorized and empowered either to tear down and clear from the premises the uncompleted portion of such structures, or to complete the same, at there discretion, and in either event all reasonable expenses incurred shall be charged against the land against the owner's interest therein and shall be a lien upon said land, premises and interest and enforced as provided herein.

23. All unused building materials and temporary construction shall be removed within sixty (60) days after substantial completion of the construction. The portion of the surface of the earth which is disturbed by excavation and other construction work shall be finished, graded and seeded, sodded or covered with other landscaping as soon as construction work and weather permits. The surface shoulders, ditches, and back slopes of all roads shall be restored to the same condition as when construction commenced and any repair or remedial work required by First Party of the Public Road authorities shall be done promptly and enter at the expense of the lot owner.

24. All lot splitting must be approved by First Party and the Township.

25. (a) Easements and rights-of-way for drainage purposes are hereby reserved as shown on the recorded plat. (b) The Township governing body shall have the right to assess all of the lots in the Subdivision on an equal basis for necessary maintenance and repair costs and expenses related to such easements. (c) The easements and restrictions concerning such drainage shall continue in full force and effect and shall in no way be deleted or diminished except upon approval of the Macomb County Drain Commission.

26. No part of any building or structure erected on any lot shall be nearer to front street line than 30 feet. Side setback shall be minimum of 10 feet and rear yards a minimum of 50 feet. In the event the owner of two adjoining lots shall desire to use and occupy such entire parcel owned by him as a single lot he may do so and disregard the interior side line restrictions where the two lots abut.

27. Steep topography on the rear of lots shall not be disturbed, nor lawns be installed. Judicious clearing and pruning may occur. Indigenous plant material may be planted. The intent is to leave the steep slopes natural to prevent erosion and maintain the character of the property. The character of these natural areas shall not be disturbed specifically:

A. There shall be no excavation, dredging, or removal of loam, gravel, rock, sand or other significant change in the general topography of the land. Designated engineered site plan shall be submitted to the township prior to issuance of building permits on all subdivision lots.

B. There shall be no removal, destruction or cutting of trees, shrubs or other vegetation except as may be necessary for the prevention of treatment of disease or other good husbandry practices approved by the developer or its successor in interest.

C. There shall be no activities, actions or uses detrimental or adverse to water conservation, erosion control, soil conservation and fish and wildlife or habitat preservation. The native trees, shrubs and ground cover vegetation are to be left intact. Drainage or clearing of such areas, except for necessary installations for utilities and roadway is prohibited.

28. Every lot owner shall promptly dispose of all his refuse and garbage so that it will not be objectionable to neighboring lot owners. No outside storage for refuse or garbage or outside incinerator shall be built, maintained or used. No household trash, paper, boxes, garbage or other refuse shall be burned, collected or permanently accumulated or stored on any lot. Any temporary storage prior to pick up shall be placed in containers or receptacles specifically provided for that purpose and concealed from public view. Such containers may be made accessible to private and public collection and disposal agencies and if such containers are set out for public pickup, they must be contained within the property line.

29. Roadside mail boxes, package and/or newspaper boxes, if any, shall be neatly painted and maintained and when two or more such receptacles are erected in a single location, they shall be attractively grouped in a multi-box installation.

30. No television or radio antennas, other or larger than the conventional type usually attached to dwelling, shall be erected on to any structure or installed in or upon any land without the prior consent of the First Party, as hereinafter referred to.

31. No boat(s), mobile home(s), camper(s), automobile(s), trailer(s), or other such bulky vehicles, tools or mechanical equipment of like kind shall be for more than 24 hours parked, stored, repaired, reconditioned, sold or manufactured on any lot in Carriage Hills Subdivision No. 6, except for small or minor repairs to be completed on the same day as when started. In no event shall any such activity be conducted in a commercial manner.

32. No signs, porters, billboards, or other advertising devices or symbols shall be erected or displayed on any lot, structure or fences therein, except one (and no more) "For Sale" or "For Lease" sign not to exceed 24 x 32 in area, advertising a single lot or dwelling for sale or lease; provided, that signs of large size may be erected and displayed by developer advertising the initial sale of lots, or homes. Such signs as may be permitted must be maintained in good condition at all times.

33. No chickens, fowl, livestock or other animals shall be kept or maintained, except dogs and cats and domesticated household pets by an owner of a lot and members of his immediate family in residence, but not for commercial or breeding purposes. Any such animals shall have such care as not be obnoxious or offensive on account of noise, odor, or unsanitary conditions. No savage or dangerous animals shall be kept or maintained on said premises at any time.

34. There are hereby reserved unto developer, his heirs, successors, personal representatives and assigns, easements and right-of-way as shown on the recorded plat of survey for the installation and maintenance of drains, wires, pipes, poles, guy wires, or conduits for supplying drainage, electricity, light, gas, water, heat or any public or quasi-public utility deemed necessary by developer or any governmental authority having jurisdiction. The use of said easements or rights-of-way may be licensed or allowed to any firm or corporation which shall furnish such service. It is the intent and purpose of First Party to have all utilities, electric distribution lines, and telephone lines installed underground instead of overhead and to provide certain rights and benefits to the utilities furnishing said service underground.

ASSIGNMENT OF DEVELOPER'S RIGHTS

35. Developer may at any time assign all or part of its rights, privileges and duties of supervision and control in connection with these restrictions which are herein reserved to the Developer, to the Association and upon the execution and recording of appropriate instruments of appointment by the Developer the said Association shall thereupon have the exercise all the rights so assigned and the Developer shall be fully released and discharged from further obligations and responsibilities in connection therewith.

VIOLATIONS

36. Violations of any restriction or condition or breach of any covenant or agreement herein contained shall give the Developer, in addition to all other remedies provided by law, the right to enter upon the land as to which such violation or breach exists, and summarily to abate and remove at the expense of ,the owner thereof, any erection, sign, thing or condition that may be or exist contrary to the intent and meaning of the provision hereof, and the Grantor shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

TERMS OF RESTRICTIONS

37. All the restrictions, conditions, covenants, charges and agreements contained herein shall continue in force perpetually, except as amended by the Developer or by the Association.

SEVERABILITY

38. Each restriction herein is intended to be severable and in the event that anyone covenant is for any reason held invalid it shall not affect the validity of the remaining covenants and restrictions. Which shall remain binding and in full force and effect.

39. All purchasers or owners of lots within this subdivision agree as to consideration of said ownership to join and subscribe to and become a part of the Association and to be governed by said Association's Constitution, By-Laws, and Articles, upon formation of the Association.