

## **Declaration of Protective Covenants – Phase 3**

DECLARATION OF PROTECTIVE COVENANTS

PLYMOUTH LANDING SUBDIVISION NO. 3

THIS DECLARATION is made this 7<sup>th</sup> day of JUNE, 2001, by Pleasant Meadow Development L.L.C., having an address of 4340 Redbud Trail, Williamston, Michigan, 48895 hereinafter referred to as "Declarant".

RECITALS:

WHEREAS, Declarant is the Owner of the real property described in Article I of this Declaration, and

WHEREAS, Declarant is desirous of subjecting said real property to the conditions, covenants, restrictions, reservations, and grants hereinafter set forth, each and all of which is and are for the benefit of and pass with said property and each and every parcel thereof

NOW, THEREFORE, Declarant hereby declares that the real property described in Article I hereof is and shall be held, transferred, sold, conveyed, and occupied subject to the conditions, covenants, restrictions, reservations and grants (collectively referred to as "Covenants") hereinafter set forth, together with such other conditions, covenants, restrictions, reservations, and grants which have heretofore or which are hereafter recorded with respect to said real property.

## ARTICLE I

### PROPERTY SUBJECT TO THIS DECLARATION

The real estate which is and shall be held, transferred, sold, conveyed, and occupied subject to the Covenants set forth herein is located in the Wheatfield Township (conditional transfer to City of Williamston), Ingham County, Michigan, and is more particularly described as follows, to-wit:

PLYMOUTH LANDING a Subdivision of a part of the Southeast  $\frac{1}{4}$  of Section 2, T3N, R1E, Wheatfield Township (conditional transfer to City of Williamston), Ingham County, Michigan as recorded in Liber \_\_\_\_\_ Pages \_\_\_\_\_ of Ingham County Records, consisting of Lots of record numbered 49 through 74.

## ARTICLE II

### GENERAL PURPOSE OF THIS DECLARATION

2.1 The real property described in Article I hereof is subject to the Covenants hereby declared to promote proper use and appropriate development and improvements of PLYMOUTH LANDING, to guard against the erection thereon of structures built of improper or unsuitable materials, to promote adequate and reasonable development of said property, to encourage the erection of attractive improvements thereon with appropriate locations thereof, to prevent haphazard and inharmonious improvements, to secure and maintain proper setbacks from streets and adequate free spaces between structures, to assure the reasonable preservation of trees, to promote desired high standards of maintenance and operation of community facilities and services for the benefit and convenience of all Owners of property and all residents, and, in general, to provide adequately for a residential subdivision of the highest quality and character.

## ARTICLE III

### DEFINITIONS

3.0 *Accessory Structure.* An unattached subordinate structure which is incidental to that of the principal structure and customary in connection with that use. When the accessory structure is attached to the principal structure, it shall be considered part of the principal structure for purposes of determining architectural requirements and yard setbacks

3.1 *Architectural Review Board* The Architectural Review Board shall be composed of those two or more individuals so designated from time to time by the (i) Declarant until 80% of the lots are sold, then by (ii) a majority of lot owners. Initial members of the Architectural Review Board is Gary L. Theis

3.2 Association The PLYMOUTH LANDING HOMEOWNERS ASSOCIATION, as created by and described in Article V hereof, hereinafter referred to as the "Association".

3.3 Basement. A portion of a structure located partly or wholly underground.

3.4 Common Area. The area as depicted and described as parkland on the Plat, including Berkshire, Cambridge, Anna, East Linn and West Linn Parks and any others reserved for such purposes therein.

3.5 Common Area Maintenance Fund A fund or account established by the Declarant or the Homeowners Association to which monies will be deposited to pay for costs of maintenance of the Common Area

3.6 Declarant. Pleasant Meadow Development, LLC, its successors, assigns and other owners listed herein.

3.7 Dwelling. A residential building or portion thereof, but not including hotels, motels, rooming houses, nursing homes, or trailers

3.8 Family. Two or more persons each related to the others by blood, marriage, or legal adoption or a group of not more than three persons not all so related, together with his or their domestic employees, maintaining a common household in a principal structure.

3.9 Front Setback Line A line no less than Twenty Five (25) feet from the front lot line.

3.10 Living Area. That portion of the structure which includes the actual area within the outer surfaces of the exterior walls but shall not include any garage, carport, basement, chimney, deck, porch, breezeway, or attic

3.11 Lot A parcel of land numbered and described as a Lot on the platted Subdivision of PLYMOUTH LANDING

3.12 Lot Area. The total horizontal area within the lot lines of a Lot

3.13 Lot Line, Front. That boundary line of a Lot which is along an existing street line as shown on the recorded plat. On corner Lots, subject to the approval of the Architectural Review Board, the Owner may select either street lot line as the front lot line.

3.14 Lot Line, Rear That boundary of a Lot which is most distant from and is, or is approximately, parallel to the front lot line.

3.15 Lot Line, Side. Any boundary of a Lot which is not a front or rear lot line

3.16 Measuring Lot Width Lot width shall be measured Twenty Five (25) feet from front lot line.

3.17 Owner The record holder or holders (other than Declarant) of a fee interest in any Lot in PLYMOUTH LANDING, or if the holder or holders of the fee interest shall have entered upon a land contract to sell a Lot, the land contract vendee, or if a builder owning a Lot has entered upon an agreement of sale of such Lot upon completion of construction, the purchaser.

3.18 Side Strip. The unpaved strip of land within a street right-of-way which is parallel to and/or between the paved roadway and the sidewalk

3.19 Story That portion of a structure included between the surface of any floor and surface of the floor next above, or if there is no floor above, the space between the floor and the ceiling next above.

3.20 Structure Height The vertical distance measured from the established first floor grade to the highest ridge line of the roof Chimneys and ornamental architectural projections shall not be included in calculating the height

3.21 Land Division Act means Act 288 of 1967.

✓ 3.22 Drainage Easement Dedication Declarants hereby dedicate to the City of Williamston all private easements for storm water drainage and storm water detention shown on the recorded plat of Plymouth Landing No 3

3.23 Lot Grading Plan Approval. A lot grading plan shall be prepared by the Builder of each lot and shall be approved by the following

- Developer's Engineer (as required by Protective Covenants)
- Ingham County Drain Commission
- City of Williamston.

The lot grading plan shall include a minimum of the following information.

- Basement type (standard, lookout or walkout)
- Lot lines, curb and gutter and public sidewalk
- House and garage foot print, porches, driveway, sidewalks and retaining walls
- Bench mark location and elevation used as basis for grading plan
- Top of wall elevations at front and rear basement walls
- Garage floor elevation at front of garage
- Street gutter elevation at front of garage
- Driveway slope on each side of public sidewalk
- Top of curb elevations at front lot corners

- Proposed earth grades at major house and garage corners
- Rear lot corner earth grades
- Drainage swale earth grades where swale is not centered on real lot line
- Backyard slopes
- Inlet elevations of any nearby yard drains
- 100 year flood plain contour line (when present on lot)
- Detention basin 100 year flood elevation (when adjacent to lot)
- Proposed silt fence locations

Lots shall not be graded in a manner that blocks drainage of storm water from an adjacent lot or property at higher elevation.

Where a builder proposes to provide a basement type that differs from that shown on the Drainage Master Plan, the lot grading plan shall be sealed by Genesis Engineering. Genesis Engineering shall provide services for lot grading plan review, field inspection, and revisions to the Drainage Master Plan on a time and material basis. All fees shall be the responsibility of the builder and shall be paid prior to sealing of the lot grading plan.

## ARTICLE IV

### GENERAL RESTRICTIONS

4.1 Land Use. All Lots in PLYMOUTH LANDING shall be used for single family private residential purposes only.

4.2 Building Type. Each Lot shall be used, if at all, as a site for a Dwelling for private residential purposes only, by one Family, and a private garage containing no less than two nor more than four parking spaces for the sole use of the owners or occupants of the Dwelling. Said garages shall not be used for rental purposes, nor may garages be occupied as an apartment or residence. All other detached accessory buildings and outbuildings are prohibited.

4.3 Lot Size. No Lot shall be reduced in size by any method whatsoever. Lots may be enlarged by consolidation with one (1) or more adjoining Lots under one (1) ownership, subject to approval of Architectural Review Board.

4.4 Sewer and Water. All principal structures shall be connected to the City water and sewer.

4.5 Temporary Structures No trailer, basement of an uncompleted structure, tent, shack, garage, or barn and no temporary building or structure of any kind shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures used during the construction of a Dwelling shall be on the same Lot as the Dwelling and such buildings or structures shall be removed upon the completion of construction. Nothing contained in this Declaration shall require the removal, or limit the use by Declarant of temporary real estate sales offices for transacting the sale of Lots in PLYMOUTH LANDING.

4.6 Old Structures No structure previously situated elsewhere may be moved onto any Lot in PLYMOUTH LANDING

4.7 Casualty. The Owner of a Lot on which a Dwelling or other structure is substantially damaged or destroyed by fire, storm or other casualty shall promptly remove from such Lot all resultant debris and with reasonable dispatch shall either repair or rebuild such Dwelling or other structure or raze it and restore the Lot to its condition prior to the construction of such Dwelling

4.8 Sales Agency and/or Business Office Notwithstanding anything to the contrary herein contained, Declarant and any builder or real estate broker which it may designate, may construct and maintain model homes thereon, and Declarant and such designated builder or real estate broker may continue to do so until such time as all of the Lots in PLYMOUTH LANDING have been sold

4.9 Construction Period If a Lot Owner, other than a Builder fails to complete construction of an approved residence on any Lot within 180 days, then Owner shall pay a penalty of \$500 00 per day to Declarant

4.10 Open Space, Parks, and Detention Basins. All areas within the subdivision which are to be used exclusively by all Lot Owners for their private use and maintained by the PLYMOUTH LANDING Homeowners Association

4.11 Noises and Nuisances. No nuisance shall be maintained, allowed or permitted on any part of the property and no use thereof shall be made or permitted which may be noxious or detrimental to the health, safety or welfare of the owners of Lots or which may become an annoyance or nuisance to the neighborhood.

#### **YARD, SIDEWALK AND PARKING RESTRICTIONS**

4.12 Animals No animals may be kept, maintained or bred on any Lot, except no more than two (2) dogs, cats or similar domestic household pets may be kept on a Lot, provided they are not kept, bred or maintained for any commercial purpose and provided further that they are kept in such a manner as to avoid becoming a nuisance to neighbors or adjoining property owners. No animal shall be permitted outside of the Dwelling of an owner unless the animal is under the control of a responsible person

4.13 Burning No person shall burn any materials outside the Dwelling

4.14 Sidewalk Maintenance Lot owners are responsible for maintenance and snow removal for all sidewalks abutting the front of the Owner's Lot as required by local Ordinance. The Homeowner's Association is responsible for maintenance and snow removal for all sidewalks abutting any common area

4.15 Commercial Vehicles No trailers, boats, recreational vehicles, camping equipment or trucks in excess of one (1) ton or commercial vehicle shall be parked on any Lot or in the street adjacent to any Lot for more than seventy-two (72) hours except within an enclosed garage. The term "commercial vehicle" shall also include all automobiles, trucks and vehicular equipment bearing signs or printing referencing any commercial undertaking or enterprise, except for such vehicle or equipment from which a sign thereon may be removed, such as a magnetic sign No vehicle or equipment of any kind or nature shall be maintained, overhauled or repaired on any Lot or on any street adjacent thereto, unless the same be fully enclosed in a garage; provided, however, that necessary construction equipment may be stored on a Lot during such period when said equipment is actually necessary for construction processes occurring on the Lot

4.16 Refuse No Lot owner shall accumulate or permit the unsightly accumulation out of doors of any garbage or refuse

4.17 Composting Composting of organic waste material from each Lot is permitted on that Lot, provided the same is placed in the rear yard and is controlled within an approved container situated no closer than fifteen (15) feet to any lot line and subject to any applicable statutes or ordinances and approved by Architectural Review Board.

4.18 Firearms Discharging of firearms anywhere in the Subdivision for any reason is prohibited

4.19 Fuel Storage Tanks All fuel storage tanks, except for outdoor barbeque grills, is strictly prohibited.

#### PRINCIPAL STRUCTURE RESTRICTIONS

4.20 Construction Standards All Dwellings shall be constructed in accordance with the City of Williamston Zoning Ordinance, the local building code, and these Covenants Where these Covenants conflict with the City of Williamston Zoning Ordinance or local building code, the more stringent requirement shall apply

4.21 Dwelling Quality It is the intent and purpose of these Covenants to assure that all Dwellings in PLYMOUTH LANDING shall be of high quality design, workmanship, and materials, to be approved by the Architectural Review Board.

4.22 Dwelling Construction Approval No Dwelling may be erected in any manner or location except as approved in writing by Architectural Review Board.

4.23 Dwelling Size The minimum living area of the Dwelling shall be as follows:

- A Ranch of 1,600 square feet (including walkouts).
- B Two story of 1,850 square feet.
- C One and one half story of 1,850 square feet

4.24 Garages Garages must be attached to the principal structure and must accommodate a minimum of two (2) cars Any garage in excess of a 2-car shall be submitted to and approved by the Architectural Review Board in advance of construction

4.25 Location on Lot

- A. No person shall erect or maintain a structure in PLYMOUTH LANDING nearer than twenty-five (25) feet to any front lot line.
- B No person shall erect or maintain a structure within thirty- five (35) feet of a rear lot line
- C Set backs from side lot lines shall be total fifteen (15) feet, adding both sides together.
- D Each Lot shall be deemed to have one (1) rear lot line and at least one (1) side lot line

4.26 Twenty five percent (25%) of the front exterior elevation of the home shall be brick or stone

#### ACCESSORY STRUCTURE RESTRICTIONS

4.27 Construction Standards All Accessory Structures shall be constructed in accordance with the City of Williamston Zoning Ordinance, the local building code, and these Covenants Where these Covenants conflict with the City of Williamston Zoning Ordinance or local building code, the more stringent requirement shall apply

4.28 Accessory Structures Notwithstanding anything herein to the contrary, no accessory structure may be erected in any manner or location in PLYMOUTH LANDING.

4.29 Construction Standards All structures are subject to certain minimum requirements of the City of Williamston Zoning Ordinance, in addition thereto the following more strict requirements shall be met

4.30 Recreational Structures Swimming pools shall be screened from any street lying entirely within PLYMOUTH LANDING by a wall or fence as approved in writing by the Architectural Review Board and conforming to City Zoning Ordinance requirements. No person shall erect or maintain a recreational structure, including a swimming pool, nearer than fifty (50) feet from the front Lot line or a side Lot line adjoining a street, except as approved by Architectural Review Board

4.31 Driveways. Driveways and other paved areas for vehicular use on a Lot shall be concrete. The Owner or builder shall submit plans for driveways to the Architectural Review Board for prior approval

4.32 Nameplate There shall be no more than one nameplate on each Lot. A nameplate of the type described as "*metal address plate arch standard*" shall not be more than Eighty (80) square inches in area and shall contain only the address of the Dwelling

4.33 Mail Box The mailbox is to be located curbside, with style and location to be approved by Architectural Review Board

4.34 Television or Radio Antennae and Towers, Satellite Dish. No television, radio antennae or satellite dish having a diameter in excess of eighteen (18) inches shall be installed, placed, or erected on any Lot in the subdivision. No satellite dish having a diameter of eighteen (18) inches or less shall be installed, placed or erected on any Lot or on any Dwelling on any Lot without the owner first obtaining the approval of the Architectural Review Board as to location and without first contacting the appropriate utility companies or "Miss Dig" in order to place all utility lines and avoid interruption in service to any Lot

4.35 Laundry Drying Facilities No Lot owner shall hang or display any clothing or other personal property outside the Dwelling for drying or any other purpose.

4.36 Flag Poles Flag poles are permitted, provided the pole is not more than twenty-five (25) feet in height, unless otherwise approved by Architectural Review Board.

4.37 Hospitality Light Standards In order to preserve the natural quality and the aesthetic appearance of the existing areas within the subdivision, all yard lights must be approved by the Architectural Review Board as to size, location, height and materials prior to installation. Yard lights must be maintained in good working condition by the owner.

4.38 Signs. No person shall place, erect or maintain a sign or billboard on any Lot in the Subdivision except one sign advertising that the Lot or the house and Lot are for sale or lease, which said sign shall have a surface of not more than Sixteen (16) square feet and the top of which shall be three (3) feet or less above the ground, provided, however, that such signs shall have been constructed and installed in a professional manner and its design and color must have been previously approved by the Architectural Review Board. Such signs shall be kept clean and in good repair during the period of its maintenance on the said Lot and shall in no event be placed and maintained nearer than fifteen (15) feet from the front lot line. Such other signs may be erected and maintained as permitted in writing by the Architectural Review Board and the provisions of this section shall not apply to such signs as may be installed or erected on any Lot by the Declarant or any builder which it may designate during the construction period; or during such periods as any residence may be used as a model or for display purposes. Any sign shall conform with the City Zoning Ordinance.

4.39 Swimming Pools. All pools or other underground structures permitted and approved by the City of Williamston, to the extent that either or both may have jurisdiction thereof, may be installed when approved in writing by the Architectural Review Board as to size, shape, location, materials, type of construction, and must be maintained in a safe and sanitary condition. Subject to the foregoing, an underground swimming pool is permitted, but no freestanding or above ground swimming pool is permitted.

4.40 Fences. No person shall erect or maintain a fence, wall or solid hedge on any Lot without the express written consent of the Architectural Review Board which shall have the sole and absolute discretion in any event to determine the suitability of the location, design, shape, height, size and materials proposed for same.

4.41 Underground Wiring. No permanent overhead lines or wires for telephone or the distribution of electric current or power to the residence shall be constructed, placed or permitted to be placed anywhere in PLYMOUTH LANDING without the prior written consent of the Architectural Review Board.

#### GRADING & DRAINAGE RESTRICTIONS

4.42 Natural Drainage. Site plans and grading plans for each Lot shall be approved by the Architectural Review Board and the Ingham County Drain Commission to insure proper Lot drainage to the street or other drainage facility. No lot owner shall prevent or temporarily detain surface drainage of storm water from an adjacent lot of higher elevation.

#### LANDSCAPING RESTRICTIONS

4.44 Plant Diseases or Noxious Insects. No plants or seeds or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Lot.

4.45 Maintenance of Lots and Improvements. To preserve and enhance the natural beauty of the subdivision, the owner or each Lot shall at all times maintain the Lot and any improvements situated thereon in such a manner as to prevent the Lot or improvements from becoming unsightly. Specifically, each Lot owner shall do the following with respect to his/her Lot:

A. Mow the lawn at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds, and to maintain vegetation, other than trees, flowers and shrubs, at an average height of not more than six (6) inches.

B. Remove all debris and rubbish

C. Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the subdivision

D. Cut down and remove dead trees and other vegetation

E. Keep the exterior of all improvements in such state of repair or maintenance as to avoid their becoming unsightly

4.46 Grading and General Landscaping:

A. Upon the completion of any dwelling on any Lot, the Builder shall cause the Lot, as well as any unpaved portion of the right-of-way in front of the Lot (except that portion thereof used for driveways and walks) to be finish graded and planted as soon after the completion of construction as weather permits

B. Occupancy will not be permitted until completion of landscaping or if weather does not permit completion, then funds sufficient to complete landscaping, pursuant to the approved plan and a detailed cost estimate, shall be placed in escrow with Metropolitan Title Company or some other Escrow Company acceptable to Architectural Review Board

C. The grading and planting shall be completed in accordance with the construction plans, specifications and site plans approved by the Architectural Review Board.

D. If the Declarant or Association performs any of the grading or installs any plantings, the Lot Owner shall reimburse the Declarant or the Association for the cost thereof upon demand. In the event reimbursement is not promptly made, then the

Association shall be entitled to impose a lien against the subject premises, to secure the sums due, and may include a twenty percent (20%) administrative charge

E All Lots shall be required to have an underground irrigation system for the front yard.

4.47 Maintenance of Unpaved Surface of Right of Way (side strips). The Owners of Lots in PLYMOUTH LANDING shall be responsible for plantings and/or landscaping and maintenance of any side strips which abut their property. Exclusive of any common areas or parks which shall be maintained by the Plymouth Landing Homeowners Association Failure of an Owner to fulfill this obligation within thirty (30) days of written notice from the Association will result in the Association completing the work and charging back to the Owner the cost for same plus a twenty percent (20%) administrative charge The Association is entitled to a lien against the Lot of the defaulting Owner for such charges

4.48 Tree Removal No tree shall be removed from any Lot or Common Area without the approval of the Architectural Review Board

4.49 Common Area Maintenance. The common areas shall be maintained by the Plymouth Landing Homeowner's Association

#### **ARCHITECTURAL REVIEW BOARD**

4.50 Architectural Review Board

A. The initial Architectural Review Board shall consist of the Declarant

B. The construction of PLYMOUTH LANDING will be completed in phases At the completion of each phase of construction the rights assigned herein to the Declarant will pass to an Architectural Review Board The Declarant shall appoint the initial members of the Board Each member shall be a member of the Association or a person designated by the Association and shall serve a term of one (1) year and until his or her successor has been elected and has accepted such election. In the event that a member shall die, resign from the Board, be incapable of serving, or no longer be a member of the Association, the remaining members of the Board shall fill the vacancy so created by majority vote Members of the Board shall serve without compensation. The Architectural Review Board may adopt rules for the performance of its duties and the conduct of its meetings and may appoint one or more persons to act for it between meetings

#### **ARCHITECTURAL REVIEW REQUIREMENTS**

4 51 Design and Material for Principal Structures A complete working set of all construction plans, specifications, site & landscaping plans proposed for each Lot must be submitted for approval by the Architectural Review Board The Architectural Review Board shall have the absolute authority to approve or disapprove all plans or specifications including exterior materials, designs and colors

4 52 The houses on all Lots shall be subject to a grading plan and landscaping plan review by the Architectural Review Board for conformance to setbacks, elevations, etc Lot Owners of all Lots shall conform to the grading plan concept prepared by a licensed Engineer or Surveyor of the Architectural Review Board's choice, at Lot Owner's expense

4.53 Architectural Controls. The purpose of Architectural Controls is to promote an attractive, aesthetic and harmonious residential development. In furtherance of such purpose the following shall apply:

A Construction plans, specifications, site and landscaping plans shall be submitted in triplicate to the Architectural Review Board and approved in writing by the Architectural Review Board prior to the following:

- 1 Erection of any Dwelling, building, wall or other structure
- 2 Addition, change or alteration of the Dwelling exterior

B. The construction plans and specifications shall label and visually depict all proposed exterior construction materials Samples of all exterior construction materials (brick, stone, siding, shingles, etc ) shall be submitted to the Architectural Review Board in the proposed size, texture, and color

C. The site and landscaping plans shall show the location of the proposed structure, driveway, Lot corners and structure corners, along with grade elevations Said plans shall also be designed to the degree it is reasonable and practical to adapt the structure grades to the topographical characteristics of the Lot in order to minimize the impact of grading on existing trees

D. The Architectural Review Board shall have the right to refuse approval of any construction, specifications, site and/or landscaping plans which are not suitable or desirable, in the sole opinion of the Architectural Review Board, for aesthetic or other reasons; and in so passing upon such construction plans, specifications, site and landscaping plans, the Architectural Review Board shall have the right to take into consideration the suitability of the proposed Dwelling or structure with the surroundings, and the effect of the Dwelling or other structure on the view from adjacent or neighboring properties Natural landscape materials and trees shall be left in an undisturbed state as much as possible or practical, allowing for foundation plantings and lawn area

E All plans, specifications or other required material shall be filed in the office of the Architectural Review Board for approval or disapproval. The Architectural Review Board shall have the sole authority to conduct all reviews and to render its approval or disapproval according to the conditions, covenants, restrictions, reservations, and grants contained in this Declaration

1. A report in writing setting forth the decisions of the Architectural Review Board and the reasons therefore shall be transmitted to the applicant within ten (10) days after the date of filing complete plans, specifications and other submittals required of the applicant.

2. The Architectural Review Board will aid and collaborate with prospective builders in making suggestions from preliminary sketches. Owners and prospective builders are encouraged to submit preliminary sketches for informal comment prior to the submission of architectural drawings, specifications, site and landscaping plans for approval.

F All of the powers and authority granted or delegated to the Declarant or Architectural Review Board as described herein, or to the Association described in Article V below, shall be deemed to be rights and not obligations, and neither the Declarant, Architectural Review Board, nor the Association shall have any liability or obligation to any Owner or any other person or entity whatsoever for any action, approval, disapproval or failure to act in connection with any matter provided for in these restrictions

## ARTICLE V

### PLYMOUTH LANDING HOMEOWNERS ASSOCIATION

5.1 Creation and Purposes. There shall be formed by Declarant a Michigan nonprofit corporation to be known as the PLYMOUTH LANDING Homeowners Association ("Association"). The purpose of the Association shall be to promote high standards of maintenance and operation of all property in PLYMOUTH LANDING, said Association to be reserved and dedicated by Declarant for the common use of all residents and Owners of property therein and to arrange the provision of services and facilities of common benefit, and in general to maintain and promote the desired character of PLYMOUTH LANDING

5.2 The Private Parks (common open space) in the Subdivision are for the use and enjoyment of the Owners and their guests and shall always remain as open space and recreational space pursuant to the requirements of the common area conservation easement, which easement shall be perpetual. To insure that such private park open space remains common area and will not be developed for use as Lots, Declarant agrees that such private park

common area use shall be transferred to the Home Owners Association by *Warranty deed* on completion of the Subdivision

5 3 Membership and Voting Each Lot Owner shall be a member of the Association and shall be entitled to vote and required to pay dues in accordance with the *Articles of Incorporation and Bylaws*. The Association may adopt rules for the performance of its duties, for the election, power and terms of offices and directors and for the conduct of meetings and elections, except that there shall be a separate vote for each position to be filled for officers of the Association and members of the Architectural Review Board

5 4 Powers and Responsibilities of the Association.

A. To make such improvements to the entrance ways of PLYMOUTH LANDING and to ROW Vegetation Strips in PLYMOUTH LANDING and provide such other facilities and services as may be authorized from time to time by the affirmative vote of two-thirds of the votes cast, provided, however, that any such action so authorized shall always be for the express purpose of the highest quality and character

B The Association shall be responsible for improvements to and maintenance of the following Common Areas

1. All Boulevard and cul-de-sac islands located within the road right-of-way.
- 2 All Parks as identified on the final plat drawings for each phase of the Subdivision
3. Sidewalks that abut a Park along its road frontage
4. ROW Vegetation Strips abutting the front of each Lot.

C. Maintenance of Common Areas shall include

1. To care for, spray, trim, protect and replant trees on all streets and common areas, and to care for, protect and replant trees, shrubs, and grass in the ROW Vegetation Strips which are in the street and set aside for the use of residents and Owners of property in PLYMOUTH LANDING.

2 To mow, care for and maintain vacant and unimproved property and remove rubbish from same and to do any other things necessary or desirable in the judgment of the officers of the Association to keep any vacant and unimproved Lot and ROW Vegetation Strips in front of any Lot in PLYMOUTH LANDING neat in appearance and in good order and to make and collect reasonable charges thereof from Owners of such property

3 To provide for the maintenance of facilities in any Park

D. To improve and maintain common areas including retention basins located therein subject to any applicable local ordinances or state laws

E Snow removal from all sidewalks abutting a Common Area

#### 5.5 Dues Fund

A All Lots at Plymouth Landing Subdivision shall be subject to annual dues. The *Directors* of the Association shall set the amount of the dues and the due date for payment of the dues.

Each Lot Owner, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to agree to the Covenants and agree to pay to the Association

1 Annual General Assessments

2 Special Assessments

Such assessments shall be established and collected as hereafter provided

The general and special assessments, together with interest thereon at the highest rate permitted by law, collection costs, including reasonable attorney's fees, shall be a charge against 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, collection costs, including reasonable attorney's fees, shall also be the personal obligation of all persons who were the Owners of such Lot at the time such assessment fee became due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them, but shall remain a lien on the Lot until paid. The obligation of Declarant and Builders as to assessments is separately set forth in Section C of this Article.

B. Purpose of Assessments The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, welfare, common benefit and enjoyment of the Owners in the Subdivision, and in particular for the improvement and maintenance of the Common Areas owned by the Association, and facilities thereon, for planting of trees, shrubs, grass and other landscaping materials, for caring for vacant Lots, and for the protection of the Owners and to purchase insurance to protect the Association, its officers, directors and the Members, and for establishing and maintaining appropriate reserves for those purposes.

C. Limitation on Assessment to Declarant and Builder. The Declarant shall not be personally liable to pay any general assessment of the Association. If Declarant has sold a Lot to a builder in fee or on land contract, then such Builder shall pay the Association a portion of the actual, reasonable and necessary expenses of carrying out the Association's responsibilities (including, without limitation, taxes and insurance) not to exceed the amount of the general assessment. Nothing in this Section V shall exclude Declarant or any Builder from the obligation to pay special assessments.

D. Rate of Assessment. Both the general and special assessments shall be set by the Association Board of Directors at a uniform rate for all Lots.

E. First Assessment. Upon purchasing any Lot from a builder or the Declarant, an Owner other than a Builder shall be liable for the assessments for the year in which the Lot is purchased and payable upon closing.

1. Such Owner shall also be liable for a one-time assessment of Two Hundred Fifty (\$250) Dollars for working capital, which shall be payable to the Declarant upon closing. This shall be for the use and improvement of Common Areas.

2. There shall be an initial, one time assessment for street light construction of Three Hundred (\$300) Dollars. There shall also be an annual assessment for street lighting use to be determined by Detroit Edison.

3. All Builders shall deposit with Declarant at closing a one-time street and storm water catch basin cleaning fee of Two Hundred (\$200) Dollars.

F. Maximum Annual Assessment. The annual general assessments shall be due each January 1st and shall not exceed the following amounts.

1. The annual assessment as established by the Board of Directors.

2. The annual assessment may be increased by the Board of Directors each year without a vote of the Members by an amount of not more than twenty-five (25%) percent of the assessment for the previous year.

3. The annual assessment may be increased by an amount in excess of twenty-five (25%) percent only by a vote of fifty-one (51%) percent of the Members (or of proxies) present and voting at a meeting of the Association duly called for that purpose.

G. Annual Assessment Due Date. 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 and determine whether the annual assessment will be payable on a monthly, quarterly, semi-annual or annual basis. Written notice of the annual assessment shall be sent to every Owner subject thereto

The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has 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

H. Special Assessments for Acquisitions and Capital Improvements In addition to the annual assessments authorized above, the Association may levy a special assessment against each Owner, in any assessment year, applicable to that year only, for the purpose of defraying, in whole or in part, the construction, reconstruction, repair or replacement of any improvement upon the Common Areas. Any special assessment shall have the consent of fifty-one (51%) percent of the Members or of proxies present and voting at a meeting of the Association duly called for that purpose

I. Notice and Quorum for Actions Authorized Under Sections F and G Written notice shall be sent to all Members not less than fifteen (15) days nor more than thirty (30) days in advance of any meeting called for the purpose of taking any action authorized under Sections F or G. 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 at any meeting, another meeting may be called for the same purpose, subject to the same notice requirement, and the required quorum at the subsequent meetings 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 preceding meeting

J. Effect of Nonpayment of Assessments; Remedies of 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 in any manner provided for by statute for the foreclosure of liens. No Owner may waive or otherwise avoid liability for the assessment by non-use of the Common Areas or abandonment of his/her Lot

K. Exempt Property All Common Areas and all other property dedicated for public use shall be exempt from the assessments, charge, and lien created herein

L. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and to any other contractual lien as to Lots owned by Declarant. Sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien, but not the obligation of the Owner at the

time of the assessment for payment of such assessments, as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot Owner, including a mortgagee or purchaser at foreclosure sale from any liability for any assessment becoming due after such sale or from the lien thereof.

M. **Liability of Board Members.** Neither any member of the Association Board of Directors nor the Declarant shall be personally liable to any Owner or to any other party for the damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the Board of Directors, the Declarant or any other representatives or employees of the Association.

N **Right of City to Assess.**

1. **Specific Assessment for Lighting.** By agreement between Declarant and the City of Williamston, the City will establish a special assessment district for installation and maintenance of street lighting, the cost for which will be either paid at closing as provided herein or added to the Lot Owner's tax bill.

2. **Maintenance Assessment.** If the Association fails to levy and collect an assessment for maintenance, the City of Williamston shall have the authority to 1) be subrogated to the powers of the Association to levy and collect assessments, and/or, 2) seek court action to force the Association to collect assessments for maintenance; and/or 3) take immediate action to alleviate any conditions which poses an imminent threat to public health, safety, or welfare. Furthermore, the City shall have the authority to enforce liens to recover any and all costs incurred as a result of these actions. Nothing in this Section shall obligate the City to take such actions, nor shall the City incur any liability should it choose not to take action pursuant to this Section.

5.6 **Expenditures Limited to Assessment for Current Year.** The Association shall not expend more money within any one (1) year than the total amount of the assessments for that particular year, plus any surplus which it may have on hand from the previous assessments, nor shall said Association enter into any contract whatever binding the assessments of any future year, except for contracts for utilities, and no such contract shall be valid or enforceable against the Association.

## ARTICLE VI

### GENERAL PROVISIONS

6.1 **Term.** Each of the Covenants set forth in this Declaration shall continue and be binding as set forth in Section 6.2 in perpetuity.

6.2 Enforcement. The Covenants herein set forth shall run with the land and bind Declarant, its successors, grantees and assigns, and all parties claiming by, through, or under them. Declarant and each Owner or Owners of any Lot in PLYMOUTH LANDING from time to time shall have the right, jointly and separately, to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the Covenants above set forth, or any of them in addition to the right to bring an ordinary legal action for damages. Whenever there shall have been built on any Lot in PLYMOUTH LANDING any structure which is and remains in violation of the Covenants above set forth, or any of them for a period of thirty (30) days after actual receipt by the Owner of such Lot of written notice of such violation from the Association, then the Association shall have, in addition to the foregoing rights, the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the Owner, and such entry and abatement or removal shall not be deemed a trespass. In no event shall the failure of the Association and such Owners to enforce any of the Covenants herein set forth as to a particular violation be deemed to be a waiver of the right to do so as to any subsequent violation.

6.3 Amendment. The members of the Association may revoke, modify, amend, or supplement in whole or in part any or all of the Covenants and conditions contained in this Declaration and may release from any part of all of said Covenants all to any part of the real property subject thereto, but only at the following times and in the following manner:

A. Any such change or changes may be made effective at any time after fifteen (15) years from the date of recording of this Declaration following the affirmative vote thereon by a two-thirds majority of the total number of votes entitled to be cast by members of the Association pursuant to Section 5.2 hereof.

B. Any such consents shall be made effective only if expressed in a written instrument or instruments accepted and acknowledged by each of the consenting Owners and recorded in the office of the Register of Deeds of Ingham County, Michigan, provided, however, that Article V hereof may be amended at any time in the manner herein set forth. A recordable certificate by an accredited abstractor or title guaranty company doing business in Ingham County, Michigan, as to the record of ownership of said property shall be deemed conclusive evidence thereof with regard to compliance with the provisions of this section. Upon and after the effective date of any such change or changes, it or they shall be binding upon all persons then owning property in PLYMOUTH LANDING through or under any one or more of them.

C. The members of the Association may not revoke, modify, amend, or supplement and may not release real property subject thereto from the Covenants contained in Section 4.4, 4.31, 4.47, and 4.48 except upon the prior written approval of all local, county and state governmental authorities having jurisdiction.

D. At such time as additional abutting land is proposed to be added to PLYMOUTH LANDING as approved in the preliminary plat, for the platting of additional Lots to be governed by these same Covenants and Restrictions, this Declaration may be

amended by Declarant. The minimum square footage requirements shall not be changed. The amendment shall be recorded together with the legal description of the property to be added.

6.4 Severability Clause. If a Court of competent jurisdiction shall hold invalid or unenforceable any part of any Covenants or provisions contained in this Declaration, such holding shall not impair, invalidate, or otherwise affect the remainder of this Declaration which shall remain in full force and effect.

6.5 Discharge of Declarant. Declarant hereby reserves the right to vest the Association or any other nonprofit corporation with all or any of the rights, privileges, easements, powers, and duties retained or reserved by the Declarant by written instruments including but not limited to this Declaration of Protective Covenants in the form of an assignment to the Association which shall be effective when recorded in the office of the Register of Deeds for Ingham County, Michigan, upon receipt of such assignment by two or more Lot owners of PLYMOUTH LANDING. Declarant shall then be relieved and discharged from every duty so vested in the Association or in such other nonprofit corporation.

6.6 Successors and Assigns. When used in these Covenants, "successors" means any person, corporation, or other entity who succeeds to the position of Declarant as developer of Lots in PLYMOUTH LANDING No. 3 and "assigns" means any person, corporation, or other entity who takes by written assignment from Declarant.

6.7 Mailing Addresses. Each Owner of a Lot in PLYMOUTH LANDING shall file their correct mailing address with Declarant and shall notify Declarant promptly in writing of any subsequent change of address. Declarant shall maintain a file of such addresses and make the same available to the Association. A written or printed notice deposited in the United States Post Office, postage prepaid and addressed to any Owner at the last address filed by such Owner with Declarant, shall be sufficient and proper notice to such Owner wherever notices are required in this Declaration of Protective Covenants.

IN WITNESS WHEREOF Gary L. Theis, Member of Pleasant Meadow Development LLC, caused this instrument to be executed and attested the day and year first above written.

WITNESSES:

DECLARANT:

Ann McGuire  
Ann McGuire

Gary L. Theis  
Pleasant Meadow Development, LLC  
By: Gary L. Theis, Member

Jeffrey P. Ray  
Jeffrey P. Ray

STATE OF MICHIGAN )

COUNTY OF INGHAM )

On this 7<sup>th</sup> day of JUNE, 2001, before me, a Notary Public, appeared Gary L. Theis, to me personally known, who be me duly sworn, did say that he is a member of Pleasant Meadow Development, LLC, a Michigan Limited Liability Company and executed this instrument, and that said instrument was signed and sealed in behalf of Pleasant Meadow Development, LLC. Gary L. Theis acknowledged said instruments to be the free act and deed of said Limited Liability Company.

Jeffrey P. Ray, Notary Public  
Ingham County, Michigan  
My Commission Expires August 8, 2005

JEFFREY P RAY  
Notary Public, Ingham County, MI  
My Comm. Expires Aug 8, 2005

DRAFTED BY :

WHEN RECORDED RETURN TO

**JEFFREY P. RAY**  
**McGINTY, JAKUBIAK & HITCH, P.C.**  
**601 Abbott Road**  
**P.O. Box 2502**  
**East Lansing, MI 48826**  
**(517) 351-0280**

**GARY L. THEIS**  
**4340 Redbud Trail**  
**Williamston, MI 48895**