

THE MEADOWS AT WOODBRIDGE HILLS

DECLARATION OF CONDITIONS, COVENANTS, AND RESTRICTIONS

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The Moors Investment Group, a Michigan limited partnership, by and through Woodbridge Development Company, a Michigan corporation, its general partner ("Developer"), being the owner of all the Property described in Exhibit A attached hereto ("Property" or "Condominium"), and desiring to create and establish certain conditions, covenants and restrictions to govern and control the use, occupancy, ownership and title of any or all of said Property, does hereby impose upon and subject the title, use, occupancy, and ownership of said Property to the conditions, covenants and restrictions hereinafter set forth:

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1. The Property shall be used solely for single family dwellings.
2. An Architectural Control Committee ("ACC") shall review and evaluate all proposed improvements to any unit in the Condominium. The ACC shall consist of three persons who shall be designated from time to time by Joseph L. Gesmundo, Robert M. Brown and J. Craig DeNooyer. The initial ACC shall consist of: Joseph L. Gesmundo, Robert M. Brown, and J. Craig DeNooyer. Any death, removal, resignation or election herein set forth shall be evidenced by the recording of an appropriate instrument in the Office of Register of Deeds for Kalamazoo County, Michigan, disclosing such death, removal or the resignation of the above-named ACC members and shall name their successors. Joseph L. Gesmundo, Robert M. Brown, and J. Craig DeNooyer, or the survivor of them shall have the right to designate a replacement or in the event they fail or decline to so designate a replacement, then and in that event, a majority of the property co-owners in the above-described condominium may elect by a majority vote a replacement member to the ACC. Exclusive of each other, any member of the ACC may be removed by Joseph L. Gesmundo, Robert M. Brown or J. Craig DeNooyer or the survivor of them by executing a document of removal. The removal shall be effective upon recording of the document.
3. The ACC shall have the sole right to approve or disapprove any proposed improvements for any reason whatsoever, including purely aesthetic considerations. The location of any proposed structure must be staked and approved by the ACC before the commencement of site clearing or construction.
4. The ACC may publish guidelines from time to time setting forth the criteria it will consider in making its decisions. Presently, guidelines exist for storage sheds, fencing, mailboxes and sign designs. In addition, the ACC may, but is not bound to, consider the conformity and harmony of the proposed improvement with existing structures in "Woodbridge Hills," a planned development, the adequacy of its construction, the natural ecology of the area and the proposed improvement's, orientation and aesthetic appeal as viewed from the Moors Golf Course.
5. The ACC shall have discretion to allow variations from any of the conditions, covenants and restrictions contained in this Declaration by written approval of a majority of its members.

6. Any approval granted by the ACC shall be in writing and signed by any two of its members.

7. The ACC shall strive to stagger the position of all improvements to achieve maximum view, privacy and breeze and to ensure that all improvements are compatible with the natural topography of the land.

8. The ACC shall have the right to final approval of all site plans including the placement, setbacks and orientation of any structure to be constructed on a unit within the Condominium . The setback requirements for structures constructed within units shall be:

	<u>front</u>	<u>side</u>	<u>rear</u>
Phase I Structures (Units 1-38)	27	8	30
Phase II Structures (Units 39-59)	27	8	30

The ACC shall have the right to decrease, but not to increase, any of these setback requirements so long as proper City approvals are obtained.

9. All dwellings constructed on any unit on the Condominium must comply with certain square footage requirements. The particular requirement is dependent on the phase of the Condominium in which the unit is located. Units 1 through 38 as described in Exhibit B to the Master Deed constitute Phase I of the Condominium. Units 39 through 59 as described in Exhibit B of the Master Deed constitute Phase II of the Condominium. The following square footage requirements shall be determined by measuring the entire dwelling excluding porches, garages and breezeways:

	<u>Phase I</u>	<u>Phase II</u>
Single level	1600	2000
Two level	1600	2300

10. No unit shall be reconfigured, or its boundary lines changed, except by amendment to the Master Deed. However, the Developer hereby expressly reserves to itself its successors or assigns, the right to reconfigure any two (2) or more units shown on the Condominium Subdivision Plan to create a modified unit and to take such other actions as are reasonably necessary to make such reconfigured units suitable as a building site including the relocation of easements, walkways and rights of way, so long as no unit originally shown in the recorded Condominium is reduced by more than twenty (20) percent of its original size.

11. Developer shall have a right of first refusal on the sale of any unit, so long as construction of a building has not commenced on the unit. The unit co-owner shall notify Developer of its intent to convey the unit by providing a copy of the signed sales agreement specifying the terms and conditions upon which the unit Co-Owner has agreed to sell the unit. Developer shall then have the exclusive option to purchase the unit upon the same terms and conditions. Developer shall notify the Unit Co-Owner of its intent to purchase or refuse to purchase the unit in writing within ten (10) days after receiving notice from the unit Co-Owner.

If Developer rejects the opportunity to purchase the unit, then the unit Co-Owner shall be free to convey its unit to the prospective purchaser or any other person on the terms and conditions specified in said notice. If the sale is to be made on terms and conditions other than as originally specified, then the right to re-purchase shall again be offered to the Developer as set forth above. The rejection of any one or more such offers of sale shall not terminate this right of first refusal as to later offers. If, after expiration of the ten-day period, the Developer has not responded to the unit Co-Owner, then Developer shall be conclusively presumed to have rejected the offer. This right of first refusal shall run with the unit, and not expire until a building is constructed thereon.

12. The Developer may, within Developer's sole discretion, elect to re-purchase a unit at the original purchase price or the most recent purchase price as solely determined by Developer, where construction has not commenced on the unit within two (2) years after the date of closing of the original sale of the unit. Construction shall be deemed to have commenced on the date concrete footings are poured for construction of a residence on the unit. This provision applies to original unit purchasers and all resale unit purchasers within the stated time period.

13. Unit Co-Owners shall be responsible for maintaining improvements on their units and the grounds of such units in a neat and attractive manner, and in particular shall keep grass and weeds cut and shall remove dead trees, dead shrubbery and dead plants except in undeveloped wooded areas of the Property. The Co-Owner shall keep the exterior of improvements on the unit clean and in a good state of repair and appearance. Outside storage shall not be permitted. All fencing for screening, security or other purposes shall be attractive in appearance and be approved by the ACC. Where the ACC and the Moors of Portage Association determine, in their sole discretion, that a unit Co-Owner has failed to maintain its unit, then the ACC and the Moors of Portage Association shall notify the unit Co-Owner in writing of the required maintenance or repair. The Moors of Portage Association may levy a special assessment against the unit Co-Owner for the cost of the required maintenance or repair and cause such maintenance or repair to occur.

14. The Meadows at Woodbridge Hills Condominium Association shall be solely responsible for Maintenance of the General Common Elements and any entries, buffers or cul-de-sac islands. Unit Co-Owners shall not maintain or alter land beyond their unit boundary, unless so required in the Condominium Documents or elsewhere herein.

15. No Co-Owner may construct any improvement or place any refuse on any Common Element.

16. No Co-Owner shall at any time, keep or permit to be stored or kept outside a building on the Property or on any road or driveway, any goods, materials, motor homes, trucks having a capacity of one ton or more, housetrailer, truck campers, mobile home, boat or boat trailer.

17. No fuel tank shall be maintained on the Property.

18. Co-Owner shall not maintain any power, telephone or other utility wires or conduct serving the Property above ground without the prior written consent of the ACC.

19. No garbage, refuse, rubbish or cuttings shall be deposited upon or left on a unit or the Property unless packed in an attractive container suitably located and screened from view.

20. No domestic animals of any kind shall be raised, kept or permitted upon any part of the Condominium except dogs, cats and birds. Domestic animals that are permitted on the Condominium may not be bred, raised or kept for commercial purposes or in unreasonable numbers. Such animals shall be reasonably controlled to prevent their being a nuisance to other unit Co-Owners. The ACC may adopt regulations from time to time governing such domestic animals. Domestic animals shall not be permitted to run free and shall be restrained from other units, the golf course, and neighboring properties. Permitted domestic animals may be "walked", but may not be chained, stored or housed on Common Elements. Co-Owners of permitted domestic animals are responsible for and must repair any damages and any waste produced by their pet on a Common Element.

21. No activity that causes noise levels in excess of 65 decibels on the A scale, at the unit line shall be permitted on the unit between any Saturday noon and 12:01 a.m. the following Monday morning. This restriction shall be deemed to include but not limited to the use of power mowers, power saws and construction work.

22. No discharge of firearms, hunting for or taking of wildlife shall be permitted on the Property.

23. The Developer reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the Property to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities (including walkpaths and golf course access paths). Further, the Developer shall have easements to cut drainways for surface water and to construct storm and sanitary sewer systems wherever and whenever such action may appear to the Developer to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installations and to maintain reasonable standards of health, safety, and appearance. It further reserves the right to locate wells, pumping stations, and tanks within the Condominium upon sites designated for such uses on the applicable plat or plan or to locate same upon any unit with the permission of the unit Co-Owner. Such rights may be exercised by any licensee of the Developer, but this reservation shall not be considered an obligation of the Developer to provide or maintain any such utilities or service. The location of all easements granted hereto and the specifications of any such improvements shall not allow Developer to undertake any activities which would unreasonably interfere with the Co-Owner's improvements and activities or substantially diminish the value of the Co-Owner's improvements. The location of the easements granted shall be subject to the approval of the then Co-Owner which approval shall not be unreasonably withheld.

24. No Co-Owner shall permit any sign, including for sale signs, on a unit without written ACC approval of content, design and colors of building materials, and any approved sign shall conform with the Portage Planned Development Ordinance.

25. No live trees four (4) inches in width or more may be cut or trimmed on any unit without the written approval of the ACC and then only for the area necessary for construction and landscaping.

26. All stumps, trees and brush, cut or cleared to provide for construction must be promptly hauled away from the unit and the Property, except that timber may be saved and cut for fireplace firewood.

27. No selective or non-selective herbicides may be applied on woody stem plants or turf grass without ACC approval.

28. All site lighting shall be down lighting and no bulb post or spotlights with direct glare shall be permitted.

After 10:30 p.m. and before 6:00 a.m. site lighting shall only be used to the extent necessary for safety. Between 10:30 p.m. and 6:00 a.m., exterior lighting shall be used in the manner that has the least effect on adjoining units and the Property.

Any and all street lights to be erected on a unit or Property must be approved by the ACC as to type and location.

29. All construction on a unit or the Property shall be subject to and fully protected by erosion control measures in accordance with provisions of the State Erosion and Sediment Control Act, Act 347 of the Public Acts of 1972.

30. All landscaping plans must be approved by the ACC. The landscaping plan for the areas of any land adjacent to roads and golf course shall be in general conformity with the overall landscaping pattern for the roadway and golf course areas as established by the ACC.

31. Developer has expressly granted the owner of the golf course, its successors and assigns, a Golf Course Maintenance Easement Area ("Easement Area") on each unit contiguous with the Moors Golf Course property. This easement shall permit the owner of the golf course, its agents, successors and assigns at its election, to enter any unit adjoining the Moors Golf Course property at any reasonable hour to maintain or landscape the Easement Area. Such maintenance and landscaping may include removal of underbrush, trees, stumps, trash or debris, planting of grass, watering, application of fertilizer, and mowing the Easement Area. The Easement Area shall encompass the first 30 feet commencing from the golf course property boundary onto the bordering unit. The Easement Area shall encompass the entire unit prior to the commencement of construction on the unit. No structures of any kind may be constructed in the Easement Area.

32. Developer has granted the owner of the golf course, its agents, successors or assigns, an easement to permit and authorize registered golf course players and their caddies to enter upon a unit to recover a ball or play a ball, subject to the official rules of the course, without such entering and playing being deemed a trespass. After a dwelling is constructed, such easement shall be limited to that portion of the unit included in the Easement Area, and shall only allow for the recovery of balls. No play, shall be permitted in such Easement Area. Registered players or their caddies shall not be entitled to enter on any such unit with a golf cart or other vehicle, nor spend unreasonable time on such unit, or in any way commit a nuisance while on such unit. After the construction of a residence upon a unit bordering the golf course, "out of bounds" markers may be placed upon said unit at the expense of Developer.

33. Co-Owners of units on the golf course shall be obligated to refrain from any actions which would detract from the playing qualities of The Moors Golf Course or the development of an attractive overall landscaping plan for the entire golf course area. Such prohibited actions shall include, but are not limited to, burning trash, allowing dogs or other pets to be unfenced or allowing them to interfere with play due to their loud barking, running on the fairways, picking up balls or other interference with play.

34. The height of all structures shall be subject to the written approval of the ACC. The houses bordering the golf course shall have no more than a three story height as viewed from the golf course.

35. All improvements to be constructed on units bordering the golf course shall be designed and constructed so that the golf course sides of the improvements are aesthetically appealing. In this respect, the window treatment, detail, variety of the planes and angles and use of construction materials should be comparable to the street or front side of the improvements. In its discretion the ACC may waive or vary the requirements of this restriction.

36. All improvements to be constructed bordering adjacent roads and golf course shall be designed and constructed so that any sides visible from the adjacent streets are as aesthetically appealing as the street side or front of the improvements. In this respect, the window treatment, detail, variety of planes and angles and use of construction materials shall be comparable to street or front side of the improvements. In its discretion the ACC may waive or vary the requirements of these restrictions in writing.

37. No exterior aerials or antennas of any kind, including, but not limited to television aerials, satellite dish, and antennas shall be permitted on a unit or the Property without the prior approval of the ACC. Any permitted exterior aerials shall be removed at such time as a cable television system is available to the units in question.

38. All exteriors of any structure shall be constructed of solid wood, masonry, stone, vinyl or aluminum materials and the exterior colors and materials of any structure shall be natural or earthtone hues, unless otherwise approved by the ACC. The ACC must review and approve in writing all proposed roofing materials. No flat, gambrel or mansard roofs will be permitted unless a variation is granted by the ACC.

39. All doors, window frames, casings, sills and lintels shall be constructed from wood or wood clad materials and shall be of earthtone hues, unless a variation from same is permitted by the ACC.

40. No A-frames will be permitted within the Condominium.

41. Dwellings shall have an attached garage providing at least two enclosed parking spaces and at least two additional parking spaces in the driveway. Garage doors are to be deemphasized and shall be of one color and shall be approved by the ACC.

42. No signs or other forms of advertising shall be permitted to face or be visible from the Moors Golf Course.

43. If unit Co-Owners wish to remodel or add any structure or change the exterior color scheme of any improvement, they must first submit their plans and/or color sample, and then such changes shall be undertaken only after written approval is obtained from the ACC.

44. The exterior of any building to be constructed on any unit or the Property shall be completed within twelve (12) months from the date upon which construction of the building is commenced.

45. No building, structure or improvement may be occupied until the exterior is complete and interior plumbing, including flush-type toilets have been installed, are operational and are connected to a public sanitary sewer.

46. These covenants and restrictions shall run with the land and be binding upon all parties and persons hereinafter claiming any title to any of the Property or any unit contained therein, for a period of thirty-five (35) years and shall be extended for successive periods of ten (10) years each unless and prior to the expiration of any such ten (10) year period an instrument signed by fifty-one (51%) percent of the recorded title holders of units within the Property that terminates, changes or modifies the conditions, covenants, and restrictions set forth herein in whole or in part. The conditions, covenants and restrictions set forth herein may be amended, modified or changed at any time by an instrument in writing duly recorded and executed by all members of the ACC and fifty-one (51%) percent of the title holders of the units within the Property.

47. Should any individual, firm, corporation or other entity violate or attempt to violate any of the restrictions herein contained, any person, persons or entities owning any of the above described Property or The Moors Investment Group, a Michigan Limited Partnership, or Woodbridge Development Company, a Michigan Corporation, or Woodbridge Limited Partnership, a Michigan Limited Partnership so long as it has an ownership interest in a the Moors Golf Course which borders the Property or any person or group to whom it specifically assigns its rights, shall be permitted to prosecute any proceedings at law and equity against such violator or attempted violator to enjoin such violation and/or recover damages for same.

48. Invalidation of any one of these covenants and restrictions by Judgment or Court Order shall in no way affect any of the other provisions herein and they shall remain in full force and effect.

49. The Developer saves and reserves to itself, its successors and assigns, forever, all minerals, oil and gas (but not including sand, clay or gravel) within or under the surface of the Property, with full and free liberty and power to the said Developer, and to its successors and assigns, lessees, agents and workmen and all other persons by its or their authority or permission, whether already given or hereafter to be given at any time, and from time to time to take away the said oil and gas and other minerals in the subsurface strata underlying said Property; together with the right to remove the oil, gas or other non-metallic minerals at any time hereafter; and that in exercising its rights under this paragraph, the Developer shall at all times act in a reasonable manner and shall conduct itself in such a manner as to avoid interference with the Co-Owner's use of the surface of the Property. Notwithstanding the above, the Developer and its assigns shall neither drill, explore, nor in the exercise of its rights pursuant to this paragraph, disturb the Co-Owner's use of the surface of its unit or the Property.

50. All unit purchasers acknowledge that Developer has reserved the right and may, in its sole discretion, construct walk, bicycle, or golf cart paths throughout the Property and Woodbridge Hills Planned Development.

51. It is hereby acknowledged that the Developer is the Co-Owner of land adjoining the Property and has given valuable consideration for the rights it has acquired hereunder and these restrictions shall not be deemed to apply to other land owned by the Developer in the area or adjacent to the Property.

52. All unit purchasers in Woodbridge Hills Planned Development shall simultaneously become members of The Moors of Portage Association and be governed by its By-Laws and by its General Covenants, Conditions and Restrictions that are recorded in the Kalamazoo County Register of Deeds at Liber 1139, Page 1191 through 1210 and its First Amended and Restated General Covenants, Conditions and Restrictions recorded at Liber 1273, Page 126 through 148 in the Kalamazoo County Register of Deeds.

53. These restrictions, covenants and conditions shall not be deemed to create a negative reciprocal easement on other property the Developer owns in the area.

IN WITNESS WHEREOF, The Moors Investment Group, by its undersigned General Partners has hereunto set its hand and seal this _____ day of _____, 1995.

WITNESSES:

Terril S. Dorlag
Karin D. Schilling

THE MOORS INVESTMENT GROUP, By
Woodbridge Development Company,
Its General Partner

By: Joseph L. Gesmundo
Its: Vice-President