

# Table of Contents

Declaration of Covenants, Conditions & Restrictions - No. 1 - Liber 2703, Page 682 .....	2
Declaration of Covenants, Conditions & Restrictions - No. 2 - Liber 2729, Page 734 .....	16
Declaration of Covenants, Conditions & Restrictions - No. 3 - Liber 2856, Page 868 .....	28
Declaration of Covenants, Conditions & Restrictions - No. 4 - Liber 2853, Page 632 .....	42
Declaration of Covenants, Conditions & Restrictions - No. 5 - Liber 3077, Page 403 .....	56
Declaration of Covenants, Conditions & Restrictions - No. 5 - Liber 3063, Page 573 .....	68
Declaration of Covenants, Conditions & Restrictions - No. 6 - Liber 3063, Page 585 .....	80
Declaration of Covenants, Conditions & Restrictions - No. 7 - Liber 3076, Page 961 .....	94
Declaration of Covenants, Conditions & Restrictions - No. 8 - Liber 3164, Page 198 .....	107

LIBER 2703 PAGE 682

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

STREAMWOOD SUB. NO. 1  
YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN  
(LOTS 1 THROUGH LOT 58)

RESTRICTIONS RE: STREAMWOOD SUB. NO. 1 (hereinafter called "subdivision"), Lots 1 through 58, part of the Northwest 1/4 and part of the Northeast 1/4 of Section 33 T. 3 S., R. 7 E., Township of Ypsilanti, Washtenaw County, Michigan, a plat recorded in Liber 28, Pages 87 through 91, Washtenaw County Records.

Dated: September 4, 1992.

These restrictions are covenants which shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless it is on that date or at the end of any such period agreed, by a vote of the then owners of a majority of the lots included in the above described land, to change such restrictive covenants in whole or in part or to cancel them. This paragraph shall not apply to the restrictions contained within Paragraph II. A. and B. and subparagraphs thereunder, which are to be observed in perpetuity and amended only upon the written consent of the Charter Township of Ypsilanti, its successors or assigns. This paragraph also shall not apply to the restrictions contained in Paragraph IV in reference to the floodplain which floodplain restrictions are to be observed in perpetuity.

If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant in order to prevent him or them from so doing.

Invalidation of any of these covenants by judgment or court order shall, in no wise affect any of the other provisions which shall remain in full force and effect.

RECORDED  
WASHTENAW COUNTY, MI

Nov 3 1 18 PM '92

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PEGGY M. HAINES  
COUNTY CLERK/REGISTER

LIBER 2703 PAGE 683

## I. DEFINITIONS

"Architectural Control Committee" shall mean and refer to a representative sub-group of the Association, appointed in accordance to the By-laws of the Association once created. Prior to the creation of the Association, the Architectural Control Committee shall be composed of three (3) representatives of the Developer, any of whom can act alone on behalf of said Committee and each of whom can resign, with a successor being appointed by the remaining two (2) members.

"Association" shall mean and refer to the Streamwood Sub. No. 1 Homeowners Association.

"Builder" shall mean and refer to any person or entity who acquires a lot for the purposes of engaging in and does engage in the business of constructing residential buildings for the purpose of resale and not for his own use.

"By-Laws" shall mean and refer to the By-Laws of the Association.

"Common Areas" shall mean and refer to those areas of land as set forth on the recorded plat of the subdivision and intended to be owned by the Association and devoted to the common use and enjoyment of the Owners of the lots and any improvements thereon, and said term shall include without limitation park areas, pathways and the storm water basin.

"Developer" shall mean and include Greenpoints Condominiums, Inc., a Michigan corporation or it's assigns.

"Lot" shall mean and refer to any numbered lot shown on the recorded plat of the subdivision and any future subdivision hereafter annexed.

"Members" shall mean and refer to all those Owners who are members of the Association as hereinafter set forth.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot/s, not including any land contract vendor or mortgages, unless and until such land contract vendor or mortgagee shall have acquired fee simple title pursuant to foreclosure or any proceedings of conveyance in lieu of foreclosure. When more than one person or entity has an interest in the fee simple title to any lot, the interest of all such persons collectively shall be that of a single owner.

LIBER 2703 PAGE 684

"Subdivision" shall mean and refer to Streamwood Sub. No. 1, Lots 1 through 56 as a plat recorded in Liber 23, Pages 87 through 91, Washtenaw County Records.

"Township" shall mean and refer to the Charter Township of Ypsilanti.

IX. STREAMWOOD SUB. NO. 1 HOMEOWNERS ASSOCIATION

A. CREATION, RESPONSIBILITIES, ASSESSMENTS, COLLECTIONS:

(1) The Developer shall establish a Michigan non-profit corporation for a perpetual term under the laws of the State of Michigan with the name "Streamwood Sub. No. 1 Homeowners Association", hereinafter referred to as the Association.

(2) The Developer shall deed whatever interest it may have in the Common Areas to the Association by quit claim deed. Upon execution and delivery of such deed, the Association shall have full responsibility for the ownership, control, improvement, operation, and maintenance thereof, and the Developer shall have no further responsibility or liability in that regard.

(3) The entire membership interest in the corporation shall be owned initially by the Developer who shall within thirty (30) days following recording of these Covenants, Conditions and Restrictions appoint the Directors of the Association and retain such membership interest until the Developer shall have sold and conveyed 95% of the platted lots in the Subdivision or such time prior thereto as shall be elected by the Developer.

(4) At the time provided in Subparagraph (3) immediately above, the membership interest in the said corporation shall be transferred to the Owners of the lots in the Subdivision, one (1) membership interest for each lot, and the lot Owners shall all succeed to the ownership of the Association, and the Directors of the Association shall thereafter be elected by the members of the Association. Membership shall be mandatory by each Owner.

(5) Immediately following appointment by the Developer of the Directors of the Association, said Directors shall proceed to adopt suitable By-Laws for the governance of the Association, which By-Laws shall also delineate the powers and functions of the Association not described herein. The Board of Directors of the Association shall adopt an annual budget which shall include an adequate allowance for any taxes, insurance and the maintenance of the Common Areas. The Board shall advise each member of the amount of the required contribution from each member which shall be necessary to defray the operating costs of the Association, including the costs of maintaining the Common Areas. The required contribution shall be an assessment on each lot and lot owner.

LIBER 2703 PAGE 685

(6) By accepting a deed to a lot in the subdivision, each Owner agrees that the annual assessment for operating costs of the Association, including maintenance as aforesaid, shall be a lien on the lot owned by each Owner from the date a notice of such lien is recorded as permitted pursuant to Paragraph II. A. (8) and that the payment of the amount of each annual assessment shall, in addition, be a personal obligation of each Owner.

(7) The annual assessment on each lot and Owner as established by the Board of Directors of the Association shall be paid to the Association within the time limited by resolution of the Board of Directors.

(8) In the event of non-payment of the assessment by any Owner, the Association may proceed to collect the assessment by action of law or by recording a notice of and foreclosing the lien granted to the Association by each Owner. The remedy of the Association in the event of nonpayment shall be cumulative and the Association shall not be deemed to have waived any other remedy by its proceeding in any form to effect collection.

(9) Lots owned by the Developer or Builder shall not be subject to assessment; provided, however, any lot owned by the Developer or Builder shall not be exempt from assessment by the Township.

(10) The lien arising from assessment/s as provided for herein shall be subordinate to the lien of any first mortgage issued by an institutional lender for land development purposes, builder's construction loans, or a first end mortgage loan. The sale or transfer of any lot pursuant to a first mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment/s due prior to such sale or transfer.

(11) Developer reserves the right to amend, modify, alter or waive, in whole or in part, these restrictions, with respect to their application to any portion of Streamwood Sub. No. 1 which it has not sold and conveyed. Such reservation of rights shall endure for the lesser of (i) the period during which Developer shall retain the fee title to more than 30% of the total assessed valuation of lots in Streamwood Sub. No. 1, or (ii) a period of twenty years from the date of this Declaration.

**B. OBLIGATIONS OF THE ASSOCIATION, COMMON AREAS, SUBDIVISION RESTRICTIONS, MAINTENANCE AND REPAIR:**

(1) The principal function of the Association shall be the enforcement of restrictions imposed on the lots and Owners in the subdivision as found in these Covenants, Conditions and Restrictions, the Landscape Maintenance Agreement, the Storm Drainage System Maintenance Agreement, the establishment of

LIB# 2703 PAGE 686

reasonable rules and regulations for the use of the Common Areas within the Subdivision, and maintenance of the Common Areas not addressed in the above referenced Maintenance Agreements.

(2) The Association may, in the discretion of its Board of Directors, promote and advance the interest of the Members, establish social programs, and establish programs and policies which will improve the Subdivision and assist Owners.

(3) Maintenance of the Common Areas shall include, but not be limited to:

- a. Periodic mowing of grass areas no less than three (3) times each growing season,
- b. removal of all debris from catchment areas, landscaped areas, including litter, branches and other objects which are unsightly,
- c. periodic inspection of the storm drainage system facilities and right of way improvements, to ensure outlet or control pipes are not clogged and remain clear, and that structures and related facilities in the right-of-way are in good repair and working condition,
- d. repair of erosion in banks, swales, berms, dams or general lawn areas,
- e. repair or replacement of any component part of the storm drainage system which has been broken, removed or otherwise not functioning as designed,
- f. repair and replacement of structures and related facilities within the right-of-way if non-functioning, damaged or removed,
- g. elimination of undesirable insects and animals,
- h. cutting, repair and replacement of overgrown, damaged or dead plant material, trees, shrub or sod.

(4) The Developer and/or the Association hereby grant an irrevocable license to the Township, its employees, agents, independent contractors, successors, and assigns to enter only to the extent necessary, the Subdivision as recorded, at any time for the purpose of inspecting, repairing, maintaining, removing, installing, reinstalling and constructing any improvements which are the subject of any agreement between the Developer and/or the Association and the Township, or the Developer and/or the Association and the Washtenaw County (hereinafter the County). Notwithstanding any of the foregoing, the license granted pursuant to this paragraph shall not entitle the Township, its employees,

LINES 2703 PAGE 687

agents, independent contractors, successors and assigns, to do any act or thing or exercise any power which would interfere with or disturb the use or enjoyment, future or otherwise, of the Developer, its successors, and assigns, Owners or the Association.

(5) The Developer and/or Association and Owners shall be responsible for the care, maintenance operation, inspection, repair, replacement, improvement, installation, construction and management of all of the Common Areas of the Subdivision. In the event the Developer and/or Association and Owners fail or refuse to provide the necessary care, maintenance, operation, inspection, repair, replacement, installation, construction or management, the Township shall have the right to assess all costs, expenses and charges for the same against the Association and the Owners according to such apportionment as is set forth in the By-laws of the Association. The Developer and/or Association and the Owners, their agents, representatives, successors and assigns shall be severally, and not jointly, liable for each such proportionate share of the cost and expenses incurred by the Township to discharge such responsibilities. Such costs, expenses and charges shall be due and owing upon written demand and notice by the Township to the Developer and/or Association at the last known address as filed with the Township Clerk, and to the address of the Owners as set forth in the existing tax rolls. Such notice shall be sent by first class mail, postage prepaid and a proof of service of such mailing shall be evidence of the Township's compliance with the notice requirement contained herein. In addition to the other methods of collection, the Township shall have the right to place such assessments on the Township tax rolls of the property or lot in question, and collect the same in the same manner as any property tax or assessment. The foregoing shall not be the exclusive right or remedy of the Township, and the rights and remedies provided to the Township by statute, ordinance, agreement or other provision of these restrictions shall be preserved.

(6) Entry upon the Subdivision by the Township, its agents employees or independent contractors pursuant to paragraph II. B. (4) shall not constitute a dedication to the Township or an acceptance of title by the Township. The Township does not by its exercise of any right under this license constitute directly or indirectly the Association or the Developer as the agents or beneficiaries of the Township and the Township shall in any event retain its full governmental immunity. Any act, right or obligation of the Township, either specifically or by implication, arising from or occurring as a result of these restrictions shall be done or omitted by the Township in its sole and exclusive discretion. Except for the actual negligence of the Township or its employees, agents, representatives and contracting parties, the Township shall not be liable for damages, by specific performance or otherwise through the Developer and/or Association of any Owner, by reason of or from any matter in connection with these restrictions.

LIBER 2703 PAGE 688

**III. ARCHITECTURAL REVIEW****A. CREATION, LIABILITY, RESPONSIBILITIES:**

(1) No building, fence, dog run, wall, deck, gazebo, shed, swimming pool, accessory structure or facility or other structure, landscaping or exterior improvement shall be commenced, erected, changed, revised or maintained on any lot, nor shall any exterior addition, or change or alteration in the exterior appearance of the dwelling unit be commenced until the plans and specifications have been submitted, reviewed and approved of in writing by the Architectural Control Committee (hereinafter the "Committee").

(2) The Committee shall be a representative sub-group of the Association, appointed in accordance to the By-laws of the Association once created. Prior to the creation of the Association, the Architectural Control Committee shall be composed of three (3) representatives of the Developer, any of whom can act alone on behalf of said Committee and each of whom can resign, with a successor being appointed by the remaining two (2) members.

(3) Neither the Developer nor the Committee shall have any liability whatsoever for the approval or disapproval of any plans or specifications.

**B. REVIEW PROCEDURE, APPROVALS, DISAPPROVALS, FEES:**

(1) All plans and specifications for buildings, fences, dog runs, walls, decks, gazebos, shed, swimming pools, accessory structures or facilities or other structures, landscaping or exterior additions and improvements shall be submitted to the Committee prior to commencement of any construction activity. Preliminary plans may be submitted to the Committee for receiving preliminary approvals.

(2) Plans and specifications shall include those items as deemed necessary by the Committee in order to adequately carry out their review. This may include, but is not limited to:

- a. complete plans and specifications as would be required by the Township in order to secure a building permit,
- b. a dimensioned plot plan of the lot indicating the placement of all proposed improvements,
- c. elevation drawings of the front, side and rear of the building, or elevations of any walls, fences or other structures,
- d. a perspective drawing if necessary to interpret the exterior design.

LIBER 2703 PAGE 689

- e. data as to size, materials, colors and textures of any exterior improvements and accessory structures, including roof coverings, fences and walls,
- f. landscape plan and data as to plant type, size and quantity,
- (3) During the review, the Committee may request additional information, data, drawings, or materials in order to fulfill its function of review.
- (4) No approval of the Committee shall be valid if the structure or improvement violates any of the restrictions set forth herein, except in cases where waivers have been granted in writing by the Association and/or Developer.
- (5) One set of blueprints, plans or data shall be left with the Committee until construction is completed.
- (6) The Committee may disapprove plans because of non-compliance with any of the restrictions set forth herein, or because of dissatisfaction with the grading and drainage plan, the location of the structure on the lot, the materials to be used, the color scheme, the finish, design, proportion, shape, height, style or appropriateness of the proposed improvement or alteration or any matter or thing, which, in the judgment of the Committee would not be in keeping with the character of the neighborhood of the Subdivision.
- (7) The Committee shall provide their approval or denial of the plans and specifications submitted in writing. The approval or denial shall be signed and dated by a member of the Committee.
- (8) The Committee may charge a review fee as established by the Association in its By-laws for the purpose of reimbursing actual expenses of the Committee, including but not limited to professional review fees of independent contractors.

#### IV. BUILDING AND USE RESTRICTIONS

**Lot Use.** No lot shall be used except for residential purposes. No building shall be erected, re-erected, moved, altered, placed, maintained, or permitted on any lot other than one (1) detached single family dwelling not to exceed two (2) stories in height (which height shall conform to the Township's requirements) plus an attached, private garage for not more than two (2) cars.

No business, trade profession or commercial activity of any kind shall be conducted in any building or on any portion of the property, except a builder's sales office and models may be used and maintained until all of the lots in the Subdivision have homes constructed thereon and have been sold. At such time that all the lots are constructed and sold, the sales office and models, if

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occupying a residential structure shall be converted and sold as a residence, and if located in a trailer, shall be removed from the subdivision. or selling homes in the subdivision.

**Grade Changes.** The final grade of any lot in the subdivision may not be changed after original construction without written consent of the Developer and or Association. It shall be the responsibility of each owner to maintain the surface drainage grades of his/her lot as established by the Developer. Each owner covenants that he will not change the surface grade of his/her lot in a manner which will materially increase or decrease the storm water flowing onto or off of his lot and will not block, pond or obstruct surface water. The Board of Directors of the Association shall enforce this covenant and may enter upon the lots in the subdivision to correct any violation of this covenant and shall charge the cost of the correction to the owner who has violated this covenant.

**Signs.** No sign of any kind shall be displayed to public view on any lot except one (1) professional sign of not more than nine (9) square foot advertising the property for sale, or signs used by the builder to advertise the property during the construction and sales period. Such signs as are allowed must be maintained in good condition at all times and removed upon completion of their use.

**Nuisances.** No noxious or offensive activity or trade shall be conducted on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, except the construction of new houses on vacant lots.

**Animals.** No animals, livestock, or poultry of any kind shall be raised, bred, harbored or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. Household pets shall have such care as to not be objectionable or offensive to others due to noise, odor or unsanitary conditions. All domestic animals kept by a lot owner shall be kept either on a leash or in a run or pen, and shall not be allowed to run loose or unattended.

**Sight Distance Obstruction.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the lot lines and a line connecting them at points 25 feet from the intersection of the lot lines. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

LIBER 2703 PAGE 691

**Litter and Pollution.** No lot owner shall throw or allow to accumulate on his/her or any other lot or any open space areas, trash, refuse or rubbish of any kind. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same shall not be kept except in sanitary containers properly concealed from public view. Garbage containers shall not be left at the curbside for more than twenty-four (24) hours in any one week.

No lot owner, builder, sub-contractor or resident shall dump or otherwise dispose of chemicals, motor oil, paint, gasoline or petroleum distillates in, over or within the subdivision or the sanitary or storm sewer drains serving the subdivision.

**Weapons.** No lot owner, builder, sub-contractor or resident shall use or discharge within the subdivision, nor shall he/she permit any invites or guests to use or discharge within the subdivision, any A-B guns, firearms, rifles, shotguns, handguns, pellet guns, crossbows or archery equipment.

**Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting or other material shall be placed or be permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easements. Except as may be otherwise provided herein, each resident shall maintain the surface areas of easements within his property to keep grass and weeds cut, to keep the area free of trash and debris and to take such action as may be necessary to eliminate or minimize surface erosion.

**Lot Stabilization.** The lot owner shall install or have installed within one year from date of purchase sod or seed and mulch covering the exposed earth of the lot. From said date of purchase the lot shall be kept mowed, free of weeds and well maintained at all times by the lot owner.

**Floodplain.** The 100-year flood elevation of the West Branch of Paint Creek varies within the subdivision as defined on the recorded Streamwood Sub. No. 1 Plat. There shall be no filling or occupation of the 100-year floodplain area without prior written approval of the Michigan Department of Natural Resources. Furthermore, any building used or capable of being used for residential purposes and occupancy within or affected by the floodplain shall comply with the following requirements:

- (1) Have lower floors, excluding basements, not lower than the elevation defining the floodplain limits,

LIBER 2703 PAGE 692

- (ii) Have openings into the basement, not lower than the elevation defining the floodplain limits,
- (iii) Have basement walls and floors, if below the elevation defining the floodplain limits, which are watertight and designed to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the floodplain limits following methods and procedures outlined in chapter 5 for type A construction and chapter 6 for class 1 loads found in the publication entitled "Flood Proofing Regulations," EP 1165 2314, prepared by the office of the chief of engineers, United States Army, Washington, DC, June 1972,
- (iv) Be equipped with a positive means of preventing sewer lines and drains which serve the building,
- (v) Be properly anchored to prevent flotation.

The floodplain restrictions contained herein are to be observed in perpetuity, excluded from any time limitations set forth in this declaration, and may not be amended.

**B. STRUCTURAL RESTRICTIONS:**

**Building set-backs.** All building set-backs and sideyards must conform to the requirements set by the Township.

**Dwelling size.** No one story dwelling shall be erected or placed on any residential lot in the subdivision which has a floor area of the main structure, exclusive of open porches, decks and garages, of less than that permitted by the pertinent zoning ordinances of the Township of Ypsilanti.

**Fences, Dog Runs.** No fence or wall shall be erected, placed or altered on any lot nearer to any front street than the front building set back line.

**Dog runs** shall be permitted at the rear of the house only. All approved fences or dog runs must meet the building and zoning codes of the Township and have received the necessary permits and inspections as may be required.

**Temporary Structures.** No inoperative vehicles, commercial vehicles, house trailers or mobile trailers, boats or boat trailers, campers, snowmobiles or snowmobile trailers, motorcycles or motorcycle trailers or trailers of any kind shall be permitted to be parked or stored on any lot in said Subdivision unless such vehicle/s are parked or stored in a garage on said lot which conforms to the requirements pertaining to the construction of garages.

LIBER 2703 PAGE 693

Commercial vehicles and trucks shall not be parked in the Subdivision except while making normal deliveries or pickups in the normal course of business.

Tents for entertainment or recreational purposes are permitted for periods not to exceed forty-eight (48) hours. The Developer and/or Association, or its authorized representatives, may grant exceptions to this restriction as it is deemed suitable.

A construction trailer or temporary storage building for the storage of materials and supplies, may be maintained by each Builder or independent contractor contracting with any lot Owner or Builder during the period when new houses are under construction in the Subdivision by the Builders.

Temporary residence. No trailer, tent, camper, boat, basement, shack, shed, garage, barn or other building erected in the Subdivision, except a completed single family residence, shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary nature be used as a residence.

No temporary occupancy shall be permitted in unfinished buildings.

Accessory Structures, Gazebos, Sheds. Gazebos, Sheds and other accessory structures or features may be installed in the rear yard only when approved by the Developer and/or Architectural Control Committee of the Association. All approved gazebos, sheds or other necessary structures or features must meet the building and zoning codes of the Township and have received the necessary permits and inspections as may be required.

Antennas. No radio, television or other communication antenna or structure of any type will be installed on or outside of any residence. Antennas may be installed or placed in the interior or on a residence only. The Developer and or Architectural Control Committee of the Association, may grant exceptions to this restriction as it is deemed suitable.

Maintenance of Structural Improvements. Each Owner shall keep all structural improvements on their lot in good condition and in good repair at all times.

Swimming Pools. Swimming pools and fencing incidental thereto may be installed only when approved by the Developer and/or the Architectural Control Committee of the Association. Any permitted swimming pools and fencing incidental thereto shall be constructed to the rear of the house and maintained in a safe and sanitary condition. All approved swimming pools and fencing incidental thereto must meet the building and zoning codes of the Township and have received the necessary permits and inspections as may be required.

LIBER 2703 PAGE 694

IN WITNESS WHEREOF, the owners of said lots have hereunto set their hand and seal this 27th day of October, A.D., 1992.

WITNESSES: MERRITT-WHITTAKER COMMUNITY, LTD.,  
a Michigan Limited Partnership

Michael A. Bilyk  
Michael A. Bilyk

By: Guy Barron  
Guy Barron

Thomas E. Zeitmet  
Thomas E. Zeitmet

Address: 20439 Mack Avenue  
Grosse Pointe Woods, MI 48236

Phone: (313) 357-1995

STATE OF MICHIGAN )  
                          ) ss.  
COUNTY OF OAKLAND )

On this 27th day of October, 1992 before me personally appeared GUY BARRON, who being by me duly sworn did say that he is the General Partner of MERRITT-WHITTAKER COMMUNITY, LTD., a Michigan Limited Partnership and that the said instrument was signed in behalf of said partnership by authority of its partnership agreement; and the said GUY BARRON acknowledged the said instrument to be the free act and deed of said partnership.

Anthony R. Pulich  
Anthony R. Pulich  
Notary Public of Macomb County, MI  
Acting in Oakland County, MI

My Commission Expires: January 18, 1993

Drafted by: Crosswinds  
7300 Meadowridge Circle  
West Bloomfield, Michigan 48302

LIBER 2703 PAGE 695

WITNESSES:

STREAMWOOD INVESTMENT LIMITED PARTNERSHIP, a Michigan Limited Partnership

Michael A. Bilyk  
Michael A. Bilyk

Thomas E. Zeimet  
Thomas E. Zeimet

By Hal Rosin  
Hal Rosin, President of Streamco, a Michigan Corporation, General Partner

Address: 24442 Michigan Avenue  
Dearborn, Michigan 48124

Phone: (313) 565-2800

STATE OF MICHIGAN )  
COUNTY OF OAKLAND ) ss.

On this 27th day of October, 1992 before me personally appeared HAL ROSIN, who being by me duly sworn did say that he is the President of Streamco, a Michigan Corporation, whom is the General Partner of STREAMWOOD INVESTMENT LIMITED PARTNERSHIP, a Michigan Limited Partnership and that the said HAL ROSIN acknowledged the said instrument to be the free act and deed of said corporation.

Anthony R. Pulich  
Anthony R. Pulich  
Notary Public Of Macomb County, MI  
Acting in Oakland County, MI

My Commission Expires: January 18, 1995

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LISTR 2729 PAGE 734

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

STREAMWOOD SUB. NO. 2  
YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN  
(LOTS 59 THROUGH LOT 103)

RESTRICTIONS RE: STREAMWOOD SUB. NO. 2 (hereinafter called "subdivision"), Lots 59 through Lot 103, part of the Northwest 1/4 of Section 33 T. 3 S., R. 7 E., Township of Ypsilanti, Washtenaw County, Michigan, a plat recorded in Liber 28, Pages 95 through 97, Washtenaw County Records.

Dated: September 4, 1992.

These restrictions are covenants which shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless it is on that date or at the end of any such period agreed, by a vote of the then owners of a majority of the lots included in the above described land, to change such restrictive covenants in whole or in part or to cancel them. This paragraph shall not apply to the restrictions contained within Paragraph II. A. and B. and subparagraphs thereunder, which are to be observed in perpetuity and amended only upon the written consent of the Charter Township of Ypsilanti, its successors or assigns.

If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant in order to prevent him or them from so doing.

Invalidation of any of these covenants by judgment or court order shall, in no wise affect any of the other provisions which shall remain in full force and effect.

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RECORDED  
WASHTENAW COUNTY, MI  
DEC 29 9 28 AM '92  
PEGGY A. JAMES  
COUNTY CLERK/RECORDER

LIBER 2729 PAGE 735

## I. DEFINITIONS

"Architectural Control Committee" shall mean and refer to a representative sub-group of the Association, appointed in accordance to the By-laws of the Association once created. Prior to the creation of the Association, the Architectural Control Committee shall be composed of three (3) representatives of the Developer, any of whom can act alone on behalf of said Committee and each of whom can resign, with a successor being appointed by the remaining two (2) members.

"Association" shall mean and refer to the Streamwood Sub. No. 2 Homeowners Association.

"Builder" shall mean and refer to any person or entity who acquires a lot for the purposes of engaging in and does engage in the business of constructing residential buildings for the purpose of resale and not for his own use.

"By-Laws" shall mean and refer to the By-Laws of the Association.

"Developer" shall mean and include Greenpointe Condominiums, Inc., a Michigan corporation or its assigns.

"Lot" shall mean and refer to any numbered lot shown on the recorded plat of the Subdivision and any future subdivision hereafter annexed.

"Members" shall mean and refer to all those Owners who are members of the Association as hereinafter set forth.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot/s, not including any land contract vendor or mortgagee, unless and until such land contract vendor or mortgagee shall have acquired fee simple title pursuant to foreclosure or any proceedings of conveyance in lieu of foreclosure. When more than one person or entity has an interest in the fee simple title to any lot, the interest of all such persons collectively shall be that of a single owner.

"Subdivision" shall mean and refer to Streamwood Sub. No. 2, lots 59 through 103 as a plat recorded in Liber 28, Pages 95 through 97, Washtenaw County Records.

"Township" shall mean and refer to the Charter Township of Ypsilanti.

LIBER 2729 PAGE 736

## II. STREAMWOOD SUB. NO. 2 HOMEOWNERS ASSOCIATION

## A. CREATION, RESPONSIBILITIES, ASSESSMENTS, COLLECTIONS:

(1) The Developer shall establish a Michigan non-profit corporation for a perpetual term under the laws of the State of Michigan with the name "Streamwood Sub. No. 2 Homeowners Association", hereinafter referred to as the Association.

(2) The entire membership interest in the corporation shall be owned initially by the Developer who shall within thirty (30) days following recording of these Covenants, Conditions and Restrictions appoint the Directors of the Association and retain such membership interest until the Developer shall have sold and conveyed 95% of the platted lots in the Subdivision or such time prior thereto as shall be elected by the Developer.

(3) At the time provided in Subparagraph (3) immediately above, the membership interest in the said corporation shall be transferred to the Owners of the lots in the Subdivision, one (1) membership interest for each lot, and the lot Owners shall all succeed to the ownership of the Association, and the Directors of the Association shall thereafter be elected by the members of the Association. Membership shall be mandatory by each Owner.

(4) Immediately following appointment by the Developer of the Directors of the Association, said Directors shall proceed to adopt suitable By-Laws for the governance of the Association, which By-Laws shall also delineate the powers and functions of the Association not described herein. The Board of Directors of the Association shall adopt an annual budget which shall include an adequate allowance for any taxes and insurance. The Board shall advise each member of the amount of the required contribution from each member which shall be necessary to defray the operating costs of the Association. The required contribution shall be an assessment on each lot and lot owner.

(5) By accepting a deed to a lot in the Subdivision, each Owner agrees that the annual assessment for operating costs of the Association, including maintenance as aforesaid, shall be a lien on the lot owned by each Owner from the date a notice of such lien is recorded as permitted pursuant to Paragraph II. A. (7) and that the payment of the amount of each annual assessment shall, in addition, be a personal obligation of each Owner.

(6) The annual assessment on each lot and Owner as established by the Board of Directors of the Association shall be paid to the Association within the time limited by resolution of the Board of Directors.

LISER 2729 PAGE 737

(7) In the event of non-payment of the assessment by any owner, the Association may proceed to collect the assessment by action of law or by recording a notice of and foreclosing the lien granted to the Association by each owner. The remedy of the Association in the event of nonpayment shall be cumulative and the Association shall not be deemed to have waived any other remedy by its proceeding in any form to effect collection.

(8) Lots owned by the Developer or Builder shall not be subject to assessment; provided, however, any lot owned by the Developer or Builder shall not be exempt from assessment by the Township.

(9) The lien arising from assessment/s as provided for herein shall be subordinate to the lien of any first mortgage issued by an institutional lender for land development purposes, builder's construction loans, or a first end mortgage loan. The sale or transfer of any lot pursuant to a first mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment/s due prior to such sale or transfer.

(10) Developer reserves the right to amend, modify, alter or waive, in whole or in part, these restrictions, with respect to their application to any portion of Streamwood Sub. No. 2 which it has not sold and conveyed. Such reservation of rights shall endure for the lesser of (i) the period during which Developer shall retain the fee title to more than 50% of the total assessed valuation of lots in Streamwood Sub. No. 2, or (ii) a period of twenty years from the date of this Declaration.

**B. OBLIGATIONS OF THE ASSOCIATION, SUBDIVISION RESTRICTIONS, MAINTENANCE AND REPAIR:**

(1) The principal function of the Association shall be the enforcement of restrictions imposed on the lots and owners in the Subdivision as found in these Covenants, Conditions and Restrictions, the Landscape Maintenance Agreement and the Storm Drainage System Maintenance Agreement.

(2) The Association may, in the discretion of its Board of Directors, promote and advance the interest of the Members, establish social programs, and establish programs and policies which will improve the Subdivision and assist owners.

(3) The Developer and/or the Association hereby grant an irrevocable license to the Township, its employees, agents, independent contractors, successors, and assigns to enter only to the extent necessary, the Subdivision as recorded, at any time for the purpose of inspecting, repairing, maintaining, removing, installing, reinstalling and constructing any improvements which are the subject of any agreement between the Developer and/or the

LIBER 2729 PAGE 738

Association and the Township, or the Developer and/or the Association and the Washtenaw County (hereinafter the County). Notwithstanding any of the foregoing, the license granted pursuant to this paragraph shall not entitle the Township, its employees, agents, independent contractors, successors and assigns, to do any act or thing or exercise any power which would interfere with or disturb the use or enjoyment, future or otherwise, of the Developer, its successors, and assigns, owners or the Association.

(4) Entry upon the subdivision by the Township, its agents employees or independent contractors pursuant to paragraph II. B. (3) shall not constitute a dedication to the Township or an acceptance of title by the Township. The Township does not by its exercise of any right under this license constitute directly or indirectly the Association or the Developer as the agents or beneficiaries of the Township and the Township shall in any event retain its full governmental immunity. Any act, right or obligation of the Township, either specifically or by implication, arising from or occurring as a result of these restrictions shall be done or omitted by the Township in its sole and exclusive discretion. Except for the actual negligence of the Township or its employees, agents, representatives and contracting parties, the Township shall not be liable for damages, by specific performance or otherwise through the Developer and/or Association of any Owner, by reason of or from any matter in connection with these restrictions.

### III. ARCHITECTURAL REVIEW

#### A. CREATION, LIABILITY, RESPONSIBILITIES:

(1) No building, fence, dog run, wall, deck, gazebo, shed, swimming pool, accessory structure or facility or other structure, landscaping or exterior improvement shall be commenced, erected, changed, revised or maintained on any lot, nor shall any exterior addition, or change or alteration in the exterior appearance of the dwelling unit be commenced until the plans and specifications have been submitted, reviewed and approved of in writing by the Architectural Control Committee (hereinafter the "Committee").

(2) The Committee shall be a representative sub-group of the Association, appointed in accordance to the By-laws of the Association once created. Prior to the creation of the Association, the Architectural Control Committee shall be composed of three (3) representatives of the Developer, any of whom can act alone on behalf of said Committee and each of whom can resign, with a successor being appointed by the remaining two (2) members.

(3) Neither the Developer nor the Committee shall have any liability whatsoever for the approval or disapproval of any plans or specifications.

LINER 2729 PAGE 739

**B. REVIEW PROCEDURE, APPROVALS, DISAPPROVALS, FEES:**

- (1) All plans and specifications for buildings, fences, dog runs, walls, decks, gazebos, shed, swimming pools, accessory structures or facilities or other structures, landscaping or exterior additions and improvements shall be submitted to the Committee prior to commencement of any construction activity. Preliminary plans may be submitted to the Committee for receiving preliminary approvals.
- (2) Plans and specifications shall include those items as deemed necessary by the Committee in order to adequately carry out their review. This may include, but is not limited to:
  - a. complete plans and specifications as would be required by the Township in order to secure a building permit,
  - b. a dimensioned plot plan of the lot indicating the placement of all proposed improvements,
  - c. elevation drawings of the front, side and rear of the building, or elevations of any walls, fences or other structures,
  - d. a perspective drawing if necessary to interpret the exterior design,
  - e. data as to size, materials, colors and textures of any exterior improvements and accessory structures, including roof coverings, fences and walls,
  - f. landscape plan and data as to plant type, size and quantity,
- (3) During the review, the Committee may request additional information, data, drawings, or materials in order to fulfill its function of review.
- (4) No approval of the Committee shall be valid if the structure or improvement violates any of the restrictions set forth herein, except in cases where waivers have been granted in writing by the Association and/or Developer.
- (5) One set of blueprints, plans or data shall be left with the Committee until construction is completed.
- (6) The Committee may disapprove plans because of non-compliance with any of the restrictions set forth herein, or because of dissatisfaction with the grading and drainage plan, the location of the structure on the lot, the materials to be used, the color scheme, the finish, design, proportion, shape, height, style or appropriateness of the proposed improvement or alteration or any matter or thing, which, in the judgment of the Committee would not

LIBER 2729 PAGE 740

be in keeping with the character of the neighborhood of the Subdivision.

(7) The Committee shall provide their approval or denial of the plans and specifications submitted in writing. The approval or denial shall be signed and dated by a member of the Committee.

(8) The Committee may charge a review fee as established by the Association in its By-laws for the purpose of reimbursing actual expenses of the Committee, including but not limited to professional review fees of independent contractors.

#### IV. BUILDING AND USE RESTRICTIONS

**Lot Use.** No lot shall be used except for residential purposes. No building shall be erected, re-erected, moved, altered, placed, maintained, or permitted on any lot other than one (1) detached single family dwelling not to exceed two (2) stories in height (which height shall conform to the Township's requirements) plus an attached, private garage for not more than two (2) cars.

No business, trade profession or commercial activity of any kind shall be conducted in any building or on any portion of the property, except a builder's sales office and models may be used and maintained until all of the lots in the Subdivision have homes constructed thereon and have been sold. At such time that all the lots are constructed and sold, the sales office and models, if occupying a residential structure shall be converted and sold as a residence, and if located in a trailer, shall be removed from the Subdivision. of selling homes in the Subdivision.

**Grade Changes.** The final grade of any lot in the Subdivision may not be changed after original construction without written consent of the Developer and or Association. It shall be the responsibility of each Owner to maintain the surface drainage grades of his/her lot as established by the Developer. Each Owner covenants that he will not change the surface grade of his/her lot in a manner which will materially increase or decrease the storm water flowing onto or off of his lot and will not block, pond or obstruct surface water. The Board of Directors of the Association shall enforce this covenant and may enter upon the lots in the Subdivision to correct any violation of this covenant and shall charge the cost of the correction to the Owner who has violated this covenant.

**Signs.** No sign of any kind shall be displayed to public view on any lot except one (1) professional sign of not more than nine (9) square foot advertising the property for sale, or signs used by the builder to advertise the property during the construction and sales period. Such signs as are allowed must be maintained in good condition at all times and removed upon completion of their use.

LIBCR 2729 PAGE 741

**Nuisances.** No noxious or offensive activity or trade shall be conducted on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, except the construction of new houses on vacant lots.

**Animals.** No animals, livestock, or poultry of any kind shall be raised, bred, harbored or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. Household pets shall have such care as to not be objectionable or offensive to others due to noise, odor or unsanitary conditions. All domestic animals kept by a lot Owner shall be kept either on a leash or in a run or pen, and shall not be allowed to run loose or unattended.

**Sight Distance Obstruction.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the lot lines and a line connecting them at points 25 feet from the intersection of the lot lines. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

**Litter and Pollution.** No lot owner shall throw or allow to accumulate on his/her or any other lot or any open space areas, trash, refuse or rubbish of any kind. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same shall not be kept except in sanitary containers properly concealed from public view. Garbage containers shall not be left at the curbside for more than twenty-four (24) hours in any one week.

No lot Owner, builder, sub-contractor or resident shall dump or otherwise dispose of chemicals, motor oil, paint, gasoline or petroleum distillates in, over or within the Subdivision or the sanitary or storm sewer drains serving the Subdivision.

**Weapons.** No lot Owner, builder, sub-contractor or resident shall use or discharge within the Subdivision, nor shall he/she permit any invites or guests to use or discharge within the Subdivision, any B-B guns, firearms, rifles, shotguns, handguns, pellet guns, crossbows or archery equipment.

**Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats. Within these easements no structure, planting or other material shall be placed or be permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the

LIBER 2729 PAGE 742

esement, or which may obstruct or retard the flow of water through drainage channels in the easements. Except as may be otherwise provided herein, each resident shall maintain the surface areas of easements within his property to keep grass and weeds cut, to keep the area free of trash and debris and to take such action as may be necessary to eliminate or minimize surface erosion.

**Lot Stabilization.** The lot Owner shall install or have installed within one year from date of purchase sod or seed and mulch covering the exposed earth of the lot. From said date of purchase the lot shall be kept mowed, free of weeds and well maintained at all times by the lot owner.

**B. STRUCTURAL RESTRICTIONS:**

**Building set-backs.** All building set-backs and sideyards must conform to the requirements set by the Township.

**Dwelling size.** No one story dwelling shall be erected or placed on any residential lot in the subdivision which has a floor area of the main structure, exclusive of open porches, decks and garages, of less than that permitted by the pertinent zoning ordinances of the Township of Ypsilanti.

**Fences, Dog Runs.** No fence or wall shall be erected, placed or altered on any lot nearer to any front street than the front building set back line.

Dog runs shall be permitted at the rear of the house only. All approved fences or dog runs must meet the building and zoning codes of the Township and have received the necessary permits and inspections as may be required.

**Temporary Structures.** No inoperative vehicles, commercial vehicles, house trailers or mobile trailers, boats or boat trailers, campers, snowmobiles or snowmobile trailers, motorcycles or motorcycle trailers or trailers of any kind shall be permitted to be parked or stored on any lot in said Subdivision unless such vehicle/s are parked or stored in a garage on said lot which conforms to the requirements pertaining to the construction of garages.

Commercial vehicles and trucks shall not be parked in the Subdivision except while making normal deliveries or pickups in the normal course of business.

Pools for entertainment or recreational purposes are permitted for periods not to exceed forty-eight (48) hours. The Developer and/or Association, or its authorized representatives, may grant exceptions to this restriction as it is deemed suitable.

LIBER 2729 PAGE 743

A construction trailer or temporary storage building for the storage of materials and supplies, may be maintained by each Builder or independent contractor contracting with any lot Owner or Builder during the period when new houses are under construction in the Subdivision by the Builders.

**Temporary residence.** No trailer, tent, camper, boat, basement, shack, shed, garage, barn or other building erected in the Subdivision, except a completed single family residence, shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary nature be used as a residence.

No temporary occupancy shall be permitted in unfinished buildings.

**Accessory Structures, Gazebos, Sheds.** Gazebos, Sheds and other accessory structures or features may be installed in the rear yard only when approved by the Developer and/or Architectural Control Committee of the Association. All approved gazebos, sheds or other accessory structures or features must meet the building and zoning codes of the Township and have received the necessary permits and inspections as may be required.

**Antennas.** No radio, television or other communication antenna or structure of any type will be installed on or outside of any residence. Antennas may be installed or placed in the interior or on a residence only. The Developer and or Architectural Control Committee of the Association, may grant exceptions to this restriction as it is deemed suitable.

**Maintenance of Structural Improvements.** Each Owner shall keep all structural improvements on their lot in good condition and in good repair at all times.

**Swimming Pools.** Swimming pools and fencing incidental thereto may be installed only when approved by the Developer and/or the Architectural Control committee of the Association. Any permitted swimming pools and fencing incidental thereto shall be constructed to the rear of the house and maintained in a safe and sanitary condition. All approved swimming pools and fencing incidental thereto must meet the building and zoning codes of the Township and have received the necessary permits and inspections as may be required.

LIBR 2729 PAGE 744

IN WITNESS WHEREOF, the owners of said lots have hereunto set their hand and seal this 27th day of October, A.D., 1992.

WITNESSES: MERRITT-WHITTAKER COMMUNITY, LTD., a Michigan Limited Partnership

Michael A. Bilyk  
Michael A. Bilyk

By: Guy Barron  
Guy Barron

Thomas E. Zehmet  
Thomas E. Zehmet

Address: 20439 Mack Avenue  
Grosse Pointe Woods, MI 48236

Phone: (313) 357-1995

STATE OF MICHIGAN )  
COUNTY OF OAKLAND ) ss.

On this 27th day of October, 1992 before me personally appeared GUY BARRON, who being by me duly sworn did say the he is the General Partner of MERRITT-WHITTAKER COMMUNITY, LTD., a Michigan Limited Partnership and that the said instrument was signed in behalf of said partnership by authority of its partnership agreement; and the said GUY BARRON acknowledged the said instrument to be the free act and deed of said partnership.

Anthony M. Pulich  
Anthony M. Pulich  
Notary Public of Macomb County, MI  
Acting in Oakland County, MI

My Commission Expires: January 18, 1995

Drafted by: Crosswinds  
7000 Woodward Circle  
Westland, Michigan 48122

LIBER 2729 PAGE 745

WITNESSES:

STREAMWOOD INVESTMENT LIMITED PARTNERSHIP, a Michigan Limited Partnership

Michael A. Bilyk  
Michael A. Bilyk

By: Hal Rosin  
Hal Rosin, President of Streamco, a Michigan Corporation, General Partner

Thomas E. Zedmet  
Thomas E. Zedmet

Address: 24442 Michigan Avenue  
Dearborn, Michigan 48124

Phone: (313) 565-2800

STATE OF MICHIGAN )  
COUNTY OF OAKLAND ) ss.

On this 27th day of October, 1992 before me personally appeared HAL ROSIN, who being by me duly sworn did say that he is the President of Streamco, a Michigan Corporation, whom is the General Partner of STREAMWOOD INVESTMENT LIMITED PARTNERSHIP, a Michigan Limited Partnership and that the said HAL ROSIN acknowledged the said instrument to be the free act and deed of said corporation.

Anthony B. Pulich  
Anthony B. Pulich  
Notary Public Of Macomb County, MI  
Acting in Oakland County, MI

My Commission Expires: January 18, 1995

102608C

Printed by me. When Recorded Return to:  
Greenpoint Condominiums, Inc.  
7380 Meadowridge Circle  
West Bloomfield, MI 48322

REF 2856 PAGE 868

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

STREAMWOOD SUB. NO. 3  
YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN  
(LOTS 104 THROUGH LOT 194)

RESTRICTIONS RE: STREAMWOOD SUB. NO. 3 (hereinafter called "Subdivision"), lots 104 through Lot 194, part of the Northwest 1/4 of Section 33 T. 3 S., R. 7 E., Township of Ypsilanti, Washtenaw County, Michigan, a plat recorded in Liber 28, Pages 95 through 97, Washtenaw County Records.

Dated: July 28<sup>th</sup>, 1993.

These restrictions are covenants which shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless it is on that date or at the end of any such period agreed, by a vote of the then owners of a majority of the lots included in the above described land, to change such restrictive covenants in whole or in part or to cancel them. This paragraph shall not apply to the restrictions contained within Paragraph II. A. and B. and subparagraphs thereunder, which are to be observed in perpetuity and amended only upon the written consent of the Charter Township of Ypsilanti, its successors or assigns.

If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant in order to prevent him or them from so doing.

Invalidation of any of these covenants by judgment or court order shall, in no wise affect any of the other provisions which shall remain in full force and effect.

LIT# 2856 PAGE 869

**I. DEFINITIONS**

"Architectural Control Committee" shall mean and refer to a representative sub-group of the Association, appointed in accordance to the By-laws of the Association once created. Prior to the creation of the Association, the Architectural Control Committee shall be composed of three (3) representatives of the Developer, any of whom can act alone on behalf of said Committee and each of whom can resign, with a successor being appointed by the remaining two (2) members.

"Association" shall mean and refer to the Streamwood Subdivision Homeowners Association.

"Builder" shall mean and refer to any person or entity who acquires a lot for the purposes of engaging in and does engage in the business of constructing residential buildings for the purpose of resale and not for his own use.

"By-Laws" shall mean and refer to the By-Laws of the Association.

"Common Areas" shall mean and refer to those areas of land as set forth on the recorded plat of the Subdivision and intended to be owned by the Association and devoted to the common use and enjoyment of the Owners of the lots and any improvements thereon, and said term shall include without limitation park areas, pathways and the storm water basin.

"Developer" shall mean and include Greenpointe Condominiums, Inc., a Michigan corporation or its assigns.

"Lot" shall mean and refer to any numbered lot shown on the recorded plat of the Subdivision and any future subdivision hereafter annexed.

"Members" shall mean and refer to all those Owners who are members of the Association as hereinafter set forth.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot/s, not including any land contract vendor or mortgagee, unless and until such land contract vendor or mortgagee shall have acquired fee simple title pursuant to foreclosure or any proceedings of conveyance in lieu of foreclosure. When more than one person or entity has an interest in the fee simple title to any lot, the interest of all such persons collectively shall be that of a single owner.

"Subdivision" shall mean and refer to Streamwood Sub. No. 3, Lots 104 through 194 as a plat recorded in Liber 29, Pages 10 through 13, Washtenaw County Records.

11:28:50 PAGE 870

"Township" shall mean and refer to the Charter Township of Ypsilanti.

II. STREAMWOOD SUBDIVISION HOMEOWNERS ASSOCIATION

A. CREATION, RESPONSIBILITIES, ASSESSMENTS, COLLECTIONS:

(1) The Developer shall establish a Michigan non-profit corporation for a perpetual term under the laws of the State of Michigan with the name "Streamwood Subdivision Homeowners Association", hereinafter referred to as the Association.

(2) The Developer shall deed whatever interest it may have in the Common Areas to the Association by quit claim deed. Upon execution and delivery of such deed, the Association shall have full responsibility for the ownership, control, improvement, operation, and maintenance thereof, and the Developer shall have no further responsibility or liability in that regard.

(3) The entire membership interest in the corporation shall be owned initially by the Developer who shall within thirty (30) days following recording of these Covenants, Conditions and Restrictions appoint the Directors of the Association and retain such membership interest until the Developer shall have sold and conveyed 95% of the platted lots in the Subdivision or such time prior thereto as shall be elected by the Developer.

(4) At the time provided in Subparagraph (3) immediately above, the membership interest in the said corporation shall be transferred to the Owners of the lots in the Subdivision, one (1) membership interest for each lot, and the lot Owners shall all succeed to the ownership of the Association, and the Directors of the Association shall thereafter be elected by the members of the Association. Membership shall be mandatory by each Owner.

(5) Immediately following appointment by the Developer of the Directors of the Association, said Directors shall proceed to adopt suitable By-Laws for the governance of the Association, which By-Laws shall also delineate the powers and functions of the Association not described herein. The Board of Directors of the Association shall adopt an annual budget which shall include an adequate allowance for any taxes, insurance and the maintenance of the Common Areas. The Board shall advise each member of the amount of the required contribution from each member which shall be necessary to defray the operating costs of the Association, including the costs of maintaining the Common Areas. The required contribution shall be an assessment on each lot and lot owner.

LW 22856 PAGE 871

(6) By accepting a deed to a lot in the Subdivision, each Owner agrees that the annual assessment for operating costs of the Association, including maintenance as aforesaid, shall be a lien on the lot owned by each Owner from the date a notice of such lien is recorded as permitted pursuant to Paragraph II. A. (9) and that the payment of the amount of each annual assessment shall, in addition, be a personal obligation of each Owner.

(7) The annual assessment on each lot and Owner as established by the Board of Directors of the Association shall be paid to the Association within the time limited by resolution of the Board of Directors.

(8) In the event of non-payment of the assessment by any Owner, the Association may proceed to collect the assessment by action of law or by recording a notice of and foreclosing the lien granted to the Association by each Owner. The remedy of the Association in the event of nonpayment shall be cumulative and the Association shall not be deemed to have waived any other remedy by its proceeding in any form to effect collection.

(9) Lots owned by the Developer or Builder shall not be subject to assessment; provided, however, any lot owned by the Developer or Builder shall not be exempt from assessment by the Township.

(10) The lien arising from assessment/s as provided for herein shall be subordinate to the lien of any first mortgage issued by an institutional lender for land development purposes, builder's construction loans, or a first end mortgage loan. The sale or transfer of any lot pursuant to a first mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment/s due prior to such sale or transfer.

(11) Developer reserves the right to amend, modify, alter or waive, in whole or in part, these restrictions, with respect to their application to any portion of Streamwood Sub. No. 3 which it has not sold and conveyed. Such reservation of rights shall endure for the lesser of (i) the period during which Developer shall retain the fee title to more than 30% of the total assessed valuation of lots in Streamwood Sub. No. 3, or (ii) a period of twenty years from the date of this Declaration.

**B. OBLIGATIONS OF THE ASSOCIATION, COMMON AREAS, SUBDIVISION RESTRICTIONS, MAINTENANCE AND REPAIR:**

(1) The principal function of the Association shall be the enforcement of restrictions imposed on the lots and Owners in the Subdivision as found in these Covenants, Conditions and Restrictions, the Landscape Maintenance Agreement, the Storm Drainage System Maintenance Agreement, the establishment of

LRA 2856 PAGE 872

reasonable rules and regulations for the use of the Common Areas within the Subdivision, and maintenance of the Common Areas not addressed in the above referenced Maintenance Agreements.

(2) The Association may, in the discretion of its Board of Directors, promote and advance the interest of the Members, establish social programs, and establish programs and policies which will improve the Subdivision and assist Owners.

(3) Maintenance of the Common Areas shall include, but not be limited to:

- a. Periodic mowing of grass areas no less than three (3) times each growing season,
- b. removal of all debris from catchment areas, landscaped areas, including litter, branches and other objects which are unsightly,
- c. periodic inspection of the storm drainage system facilities and right of way improvements, to ensure outlet or control pipes are not clogged and remain clear, and that structures and related facilities in the right-of-way are in good repair and working condition,
- d. repair of erosion in banks, swales, berms, dams or general lawn areas,
- e. repair or replacement of any component part of the storm drainage system which has been broken, removed or otherwise not functioning as designed,
- f. repair and replacement of structures and related facilities within the right-of-way if non-functioning, damaged or removed,
- g. elimination of undesirable insects and animals,
- h. cutting, repair and replacement of overgrown, damaged or dead plant material, trees, shrub or sod.

(4) The Developer and/or the Association hereby grant an irrevocable license to the Township, its employees, agents, independent contractors, successors, and assigns to enter only to the extent necessary, the Subdivision as recorded, at any time for the purpose of inspecting, repairing, maintaining, removing, installing, reinstalling and constructing any improvements which are the subject of any agreement between the Developer and/or the

LIC 2856 PAGE 873

Association and the Township, or the Developer and/or the Association and the Washtenaw County (hereinafter the County). Notwithstanding any of the foregoing, the license granted pursuant to this paragraph shall not entitle the Township, its employees, agents, independent contractors, successors and assigns, to do any act or thing or exercise any power which would interfere with or disturb the use or enjoyment, future or otherwise, of the Developer, its successors, and assigns, Owners or the Association.

(5) The Developer and/or Association and Owners shall be responsible for the care, maintenance operation, inspection, repair, replacement, improvement, installation, construction and management of all of the Common Areas of the Subdivision. In the event the Developer and/or Association and Owners fail or refuse to provide the necessary care, maintenance, operation, inspection, repair, replacement, installation, construction or management, the Township shall have the right to assess all costs, expenses and charges for the same against the Association and the Owners according to such apportionment as is set forth in the By-laws of the Association. The Developer and/or Association and the Owners, their agents, representatives, successors and assigns shall be severally, and not jointly, liable for each such proportionate share of the cost and expenses incurred by the Township to discharge such responsibilities. Such costs, expenses and charges shall be due and owing upon written demand and notice by the Township to the Developer and/or Association at the last known address as filed with the Township Clerk, and to the address of the Owners as set forth in the existing tax rolls. Such notice shall be sent by first class mail, postage prepaid and a proof of service of such mailing shall be evidence of the Township's compliance with the notice requirement contained herein. In addition to the other methods of collection, the Township shall have the right to place such assessments on the Township tax rolls of the property or lot in question, and collect the same in the same manner as any property tax or assessment. The foregoing shall not be the exclusive right or remedy of the Township, and the rights and remedies provided to the Township by statute, ordinance, agreement or other provision of these restrictions shall be preserved.

(6) Entry upon the Subdivision by the Township, its agents employees or independent contractors pursuant to paragraph II. B. (4) shall not constitute a dedication to the Township or an acceptance of title by the Township. The Township does not by its exercise of any right under this license constitute directly or indirectly the Association or the Developer as the agents or beneficiaries of the Township and the Township shall in any event retain its full governmental immunity. Any act, right or obligation of the Township, either specifically or by implication, arising from or occurring as a result of these restrictions shall

L.S. 2856 PAGE 874

be done or omitted by the Township in its sole and exclusive discretion. Except for the actual negligence of the Township or its employees, agents, representatives and contracting parties, the Township shall not be liable for damages, by specific performance or otherwise through the Developer and/or Association of any Owner, by reason of or from any matter in connection with these restrictions.

### III. ARCHITECTURAL REVIEW

#### A. CREATION, LIABILITY, RESPONSIBILITIES:

(1) No building, fence, dog run, wall, dock, gazebo, shed, swimming pool, accessory structure or facility or other structure, landscaping or exterior improvement shall be commenced, erected, changed, revised or maintained on any lot, nor shall any exterior addition, or change or alteration in the exterior appearance of the dwelling unit be commenced until the plans and specifications have been submitted, reviewed and approved of in writing by the Architectural Control Committee (hereinafter the "Committee").

(2) The Committee shall be a representative sub-group of the Association, appointed in accordance to the By-laws of the Association once created. Prior to the creation of the Association, the Architectural Control Committee shall be composed of three (3) representatives of the Developer, any of whom can act alone on behalf of said Committee and each of whom can resign, with a successor being appointed by the remaining two (2) members.

(3) Neither the Developer nor the Committee shall have any liability whatsoever for the approval or disapproval of any plans or specifications.

#### B. REVIEW PROCEDURE, APPROVALS, DISAPPROVALS, FEES:

(1) All plans and specifications for buildings, fences, dog runs, walls, decks, gazebos, shed, swimming pools, accessory structures or facilities or other structures, landscaping or exterior additions and improvements shall be submitted to the Committee prior to commencement of any construction activity. Preliminary plans may be submitted to the Committee for receiving preliminary approvals.

(2) Plans and specifications shall include those items as deemed necessary by the Committee in order to adequately carry out their review. This may include, but is not limited to:

- a. complete plans and specifications as would be required by the Township in order to secure a building permit,

L132350 PAGE 875

- b. a dimensioned plot plan of the lot indicating the placement of all proposed improvements,
- c. elevation drawings of the front, side and rear of the building, or elevations of any walls, fences or other structures,
- d. a perspective drawing if necessary to interpret the exterior design,
- e. data as to size, materials, colors and textures of any exterior improvements and accessory structures, including roof coverings, fences and walls,
- f. landscape plan and data as to plant type, size and quantity.

(3) During the review, the Committee may request additional information, data, drawings, or materials in order to fulfill its function of review.

(4) No approval of the Committee shall be valid if the structure or improvement violates any of the restrictions set forth herein, except in cases where waivers have been granted in writing by the Association and/or Developer.

(5) One set of blueprints, plans or data shall be left with the Committee until construction is completed.

(6) The Committee may disapprove plans because of non-compliance with any of the restrictions set forth herein, or because of dissatisfaction with the grading and drainage plan, the location of the structure on the lot, the materials to be used, the color scheme, the finish, design, proportion, shape, height, style or appropriateness of the proposed improvement or alteration or any matter or thing, which, in the judgment of the Committee would not be in keeping with the character of the neighborhood of the Subdivision.

(7) The Committee shall provide their approval or denial of the plans and specifications submitted in writing. The approval or denial shall be signed and dated by a member of the Committee.

(8) The Committee may charge a review fee as established by the Association in its By-laws for the purpose of reimbursing actual expenses of the Committee, including but not limited to professional review fees of independent contractors.

1-28-56 PAGE 876

**IV. BUILDING AND USE RESTRICTIONS**

**Lot Use.** No lot shall be used except for residential purposes. No building shall be erected, re-erected, moved, altered, placed, maintained, or permitted on any lot other than one (1) detached single family dwelling not to exceed two (2) stories in height (which height shall conform to the Township's requirements) plus an attached, private garage for not more than two (2) cars.

No business, trade profession or commercial activity of any kind shall be conducted in any building or on any portion of the property, except a builder's sales office and models may be used and maintained until all of the lots in the subdivision have homes constructed thereon and have been sold. At such time that all the lots are constructed and sold, the sales office and models, if occupying a residential structure shall be converted and sold as a residence, and if located in a trailer, shall be removed from the subdivision.

**Grade Changes.** The final grade of any lot in the subdivision may not be changed after original construction without written consent of the Developer and or Association. It shall be the responsibility of each Owner to maintain the surface drainage grades of his/her lot as established by the Developer. Each Owner covenants that he will not change the surface grade of his/her lot in a manner which will materially increase or decrease the storm water flowing onto or off of his lot and will not block, pond or obstruct surface water. The Board of Directors of the Association shall enforce this covenant and may enter upon the lots in the subdivision to correct any violation of this covenant and shall charge the cost of the correction to the Owner who has violated this covenant.

**Signs.** No sign of any kind shall be displayed to public view on any lot except one (1) professional sign of not more than nine (9) square foot advertising the property for sale, or signs used by the builder to advertise the property during the construction and sales period. Such signs as are allowed must be maintained in good condition at all times and removed upon completion of their use.

**Nuisances.** No noxious or offensive activity or trade shall be conducted on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, except the construction of new houses on vacant lots.

**Animals.** No animals, livestock, or poultry of any kind shall be raised, bred, harbored or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. Household pets

USE 2856 PREL 877

shall have such care as to not be objectionable or offensive to others due to noise, odor or unsanitary conditions. All domestic animals kept by a lot Owner shall be kept either on a leash or in a run or pen, and shall not be allowed to run loose or unattended.

**Sight Distance Obstruction.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the lot lines and a line connecting them at points 25 feet from the intersection of the lot lines. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

**Litter and Pollution.** No lot owner shall throw or allow to accumulate on his/her or any other lot or any open space areas, trash, refuse or rubbish of any kind. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same shall not be kept except in sanitary containers properly concealed from public view. Garbage containers shall not be left at the curbside for more than twenty-four (24) hours in any one week.

No lot Owner, builder, sub-contractor or resident shall dump or otherwise dispose of chemicals, motor oil, paint, gasoline or petroleum distillates in, over or within the Subdivision or the sanitary or storm sewer drains serving the Subdivision.

**Weapons.** No lot Owner, builder, sub-contractor or resident shall use or discharge within the Subdivision, nor shall he/she permit any invites or guests to use or discharge within the Subdivision, any B-B guns, firearms, rifles, shotguns, handguns, pellet guns, crossbows or archery equipment.

**Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats. Within these easements no structure, planting or other material shall be placed or be permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels, in the easement, or which may obstruct or retard the flow of water through drainage channels in the easements. Except as may be otherwise provided herein, each resident shall maintain the surface areas of easements within his property to keep grass and weeds cut, to keep the area free of trash and debris and to take such action as may be necessary to eliminate or minimize surface erosion.

CASE 2356 PAGE 878

**Lot Stabilization.** The lot Owner shall install or have installed within one year from date of purchase sod or seed and mulch covering the exposed earth of the lot and one tree to be located near the street (unless one tree already exists at that location). From said date of purchase the lot shall be kept mowed, free of weeds and well maintained at all times by the lot owner.

**B. STRUCTURAL RESTRICTIONS:**

**Building set-backs.** All building set-backs and sideyards must conform to the requirements set by the Township.

**Dwelling size.** No one story dwelling shall be erected or placed on any residential lot in the subdivision which has a floor area of the main structure, exclusive of open porches, decks and garages, of less than that permitted by the pertinent zoning ordinances of the Township of Ypsilanti.

**Fences, Dog Runs.** No fence or wall shall be erected, placed or altered on any lot nearer to any front street than the front building set back line.

**Dog runs** shall be permitted at the rear of the house only. All approved fences or dog runs must meet the building and zoning codes of the Township and have received the necessary permits and inspections as may be required.

**Temporary Structures.** No inoperative vehicles, commercial vehicles, house trailers or mobile trailers, boats or boat trailers, campers, snowmobiles or snowmobile trailers, motorcycles or motorcycle trailers or trailers of any kind shall be permitted to be parked or stored on any lot in said Subdivision unless such vehicle/s are parked or stored in a garage on said lot which conforms to the requirements pertaining to the construction of garages.

**Commercial vehicles and trucks** shall not be parked in the Subdivision except while making normal deliveries or pickups in the normal course of business.

**Tents for entertainment or recreational purposes** are permitted for periods not to exceed forty-eight (48) hours. The Developer and/or Association, or its authorized representatives, may grant exceptions to this restriction as it is deemed suitable.

**A construction trailer or temporary storage building** for the storage of materials and supplies, may be maintained by each Builder or independent contractor contracting with any lot Owner or Builder during the period when new houses are under construction in the Subdivision by the Builders.

2856 PAGE 879

Temporary residence. No trailer, tent, camper, boat, basement, shack, shed, garage, barn or other building erected in the Subdivision, except a completed single family residence, shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary nature be used as a residence.

No temporary occupancy shall be permitted in unfinished buildings.

Accessory Structures, Gazebos, Sheds. Gazebos, Sheds and other accessory structures or features may be installed in the rear yard only when approved by the Developer and/or Architectural Control Committee of the Association. All approved gazebos, sheds or other accessory structures or features must meet the building and zoning codes of the Township and have received the necessary permits and inspections as may be required.

Antennas. No radio, television or other communication antenna or structure of any type will be installed on or outside of any residence. Antennas may be installed or placed in the interior or on a residence only. The Developer and or Architectural Control Committee of the Association, may grant exceptions to this restriction as it is deemed suitable.

Maintenance of Structural Improvements. Each Owner shall keep all structural improvements on their lot in good condition and in good repair at all times.

Swimming Pools. Swimming pools and fencing incidental thereto may be installed only when approved by the Developer and/or the Architectural Control Committee of the Association. Any permitted swimming pools and fencing incidental thereto shall be constructed to the rear of the house and maintained in a safe and sanitary condition. All approved swimming pools and fencing incidental thereto must meet the building and zoning codes of the Township and have received the necessary permits and inspections as may be required.

103 2856 PAGE 880

IN WITNESS WHEREOF, the owners of said lots have hereunto set their hands and seal this 28<sup>th</sup> day of July, A.D., 1993.

WITNESSES: MERRITT-WHITTAKER COMMUNITY, LTD, a Michigan Limited Partnership

Michael A. Bilyk  
Michael A. Bilyk  
Anthony J. Pulich  
Anthony J. Pulich

By: Guy Barron  
Guy Barron, General Partner

Address: 26555 Evergreen, Ste. #1508  
Southfield, Michigan 48075

Phone: (313) 357-1995

STATE OF MICHIGAN )  
COUNTY OF OAKLAND ) SS.

On this 28<sup>th</sup> day of July, 1993 before me personally appeared GUY BARRON, who being by me duly sworn did say that he is the General Partner of MERRITT-WHITTAKER COMMUNITY, LTD., a Michigan Limited Partnership and that the said instrument was signed in behalf of said partnership by authority of its partnership agreement; and the said GUY BARRON acknowledged the said instrument to be the free act and deed of said partnership.

Anthony J. Pulich  
Anthony J. Pulich  
Notary Public of Macomb County, MI  
Acting in Oakland County, MI

My Commission Expires: 1/18/95

10022856 PAGE 881

WITNESSES:

Paul M. Stone  
Paul M. Stone  
Jean Wolfe  
Jean Wolfe

STREAMWOOD INVESTMENT LIMITED PART-  
NERSHIP, a Michigan Limited Partner-  
ship

By: Hal Rosin  
Hal Rosin, President of Streamco,  
a Michigan Corporation, General  
Partner

Address: 24442 Michigan Avenue  
Dearborn, Michigan 48124

Phone: (313) 565-2800

STATE OF MICHIGAN }  
COUNTY OF Wayne } SS.

On this 13th day of July, 1993 before me personally appeared HAL  
ROSIN, who being by me duly sworn did say that he is the President  
of Streamco, a Michigan Corporation, whom is the General Partner of  
STREAMWOOD INVESTMENT LIMITED PARTNERSHIP, a Michigan Limited  
Partnership and that the said HAL ROSIN acknowledged the said  
instrument to be the free act and deed of said corporation.

Paul M. Stone  
Paul M. Stone  
Notary Public of Wayne County, MI

My Commission Expires: Aug. 27, 1995

Drafted by:  
Millpointe West, Ltd.  
7380 Meadowridge Circle  
West Bloomfield, MI 48322

When Recorded Return to:  
Ms. Mary Beth Sanderson  
Millpointe West, Ltd.  
7380 Meadowridge Circle  
West Bloomfield, MI 48322

14

11:26 AM  
SEP 22 1993  
PEGGY M. HAINES

RECORDED  
WAYNE COUNTY, MI  
SEP 22 11 26 AM '93  
COUNTY CLERK'S OFFICE

2853-632

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

STREAMWOOD SUB. NO. 4  
YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN  
(LOTS 195 THROUGH LOT 222)

RESTRICTIONS RE: STREAMWOOD SUB. NO. 4 (hereinafter called "Subdivision"), Lots 195 through 222, part of the Northwest 1/4 and part of the Northeast 1/4 of Section 33 T. 3 S., R. 7 E., Township of Ypsilanti, Washtenaw County, Michigan, a plat recorded in Liber 29, Pages 16 through 18, Washtenaw County Records.

Dated: July 13, 1993.

These restrictions are covenants which shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless it is on that date or at the end of any such period agreed, by a vote of the then owners of a majority of the lots included in the above described land, to change such restrictive covenants in whole or in part or to cancel them. This paragraph shall not apply to the restrictions contained within Paragraph II. A. and B. and subparagraphs thereunder, which are to be observed in perpetuity and amended only upon the written consent of the Charter Township of Ypsilanti, its successors or assigns. This paragraph also shall not apply to the restrictions contained in Paragraph IV in reference to the floodplain which floodplain restrictions are to be observed in perpetuity.

If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant in order to prevent him or them from so doing.

Invalidation of any of these covenants by judgment or court order shall, in no wise affect any of the other provisions which shall remain in full force and effect.

RECORDED  
WASHTENAW COUNTY, MI  
SEP 17 9 51 AM 1993  
FROM H. H. JONES  
COUNTY CLERK/REGISTER

REF 2853 PAGE 633

**I. DEFINITIONS**

"Architectural Control Committee" shall mean and refer to a representative sub-group of the Association, appointed in accordance to the By-laws of the Association once created. Prior to the creation of the Association, the Architectural Control Committee shall be composed of three (3) representatives of the Developer, any of whom can act alone on behalf of said Committee and each of whom can resign, with a successor being appointed by the remaining two (2) members.

"Association" shall mean and refer to the Streamwood Subdivision Homeowners Association.

"Builder" shall mean and refer to any person or entity who acquires a lot for the purposes of engaging in and does engage in the business of constructing residential buildings for the purpose of resale and not for his own use.

"By-Laws" shall mean and refer to the By-Laws of the Association.

"Common Areas" shall mean and refer to those areas of land as set forth on the recorded plat of the Subdivision and intended to be owned by the Association and devoted to the common use and enjoyment of the Owners of the lots and any improvements thereon, and said term shall include without limitation park areas, pathways and the storm water basin.

"Developer" shall mean and include Greenpointe Condominiums, Inc., a Michigan corporation or it's assigns.

"Lot" shall mean and refer to any numbered lot shown on the recorded plat of the Subdivision and any future subdivision hereafter annexed.

"Members" shall mean and refer to all those Owners who are members of the Association as hereinafter set forth.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot/s, not including any land contract vendor or mortgagee, unless and until such land contract vendor or mortgagee shall have acquired fee simple title pursuant to foreclosure or any proceedings of conveyance in lieu of foreclosure. When more than one person or entity has an interest in the fee simple title to any lot, the interest of all such persons collectively shall be that of a single owner.

117-2853-634

"Subdivision" shall mean and refer to Streamwood Sub. No. 4, Lots 195 through 222 as a plat recorded in Liber 29, Pages 16 through 18, Washtenaw County Records.

"Township" shall mean and refer to the Charter Township of Ypsilanti.

## II. STREAMWOOD SUBDIVISION HOMEOWNERS ASSOCIATION

### A. CREATION, RESPONSIBILITIES, ASSESSMENTS, COLLECTIONS:

(1) The Developer shall establish a Michigan non-profit corporation for a perpetual term under the laws of the State of Michigan with the name "Streamwood Subdivision Homeowners Association", hereinafter referred to as the Association.

(2) The Developer shall deed whatever interest it may have in the Common Areas to the Association by quit claim deed. Upon execution and delivery of such deed, the Association shall have full responsibility for the ownership, control, improvement, operation, and maintenance thereof, and the Developer shall have no further responsibility or liability in that regard.

(3) The entire membership interest in the corporation shall be owned initially by the Developer who shall within thirty (30) days following recording of these Covenants, Conditions and Restrictions appoint the Directors of the Association and retain such membership interest until the Developer shall have sold and conveyed 95% of the platted lots in the Subdivision or such time prior thereto as shall be elected by the Developer.

(4) At the time provided in Subparagraph (3) immediately above, the membership interest in the said corporation shall be transferred to the Owners of the lots in the Subdivision, one (1) membership interest for each lot, and the lot Owners shall all succeed to the ownership of the Association, and the Directors of the Association shall thereafter be elected by the members of the Association. Membership shall be mandatory by each Owner.

(5) Immediately following appointment by the Developer of the Directors of the Association, said Directors shall proceed to adopt suitable By-Laws for the governance of the Association, which By-Laws shall also delineate the powers and functions of the Association not described herein. The Board of Directors of the Association shall adopt an annual budget which shall include an adequate allowance for any taxes, insurance and the maintenance of the Common Areas. The Board shall advise each member of the amount of the required contribution from each member which shall be necessary to defray the operating costs of the Association, including the costs of maintaining the Common Areas. The required contribution shall be an assessment on each lot and lot owner.

100-2853 PAGE 035

(6) By accepting a deed to a lot in the Subdivision, each Owner agrees that the annual assessment for operating costs of the Association, including maintenance as aforesaid, shall be a lien on the lot owned by each Owner from the date a notice of such lien is recorded as permitted pursuant to Paragraph II. A. (8) and that the payment of the amount of each annual assessment shall, in addition, be a personal obligation of each Owner.

(7) The annual assessment on each lot and Owner as established by the Board of Directors of the Association shall be paid to the Association within the time limited by resolution of the Board of Directors.

(8) In the event of non-payment of the assessment by any Owner, the Association may proceed to collect the assessment by action of law or by recording a notice of and foreclosing the lien granted to the Association by each Owner. The remedy of the Association in the event of nonpayment shall be cumulative and the Association shall not be deemed to have waived any other remedy by its proceeding in any form to effect collection.

(9) Lots owned by the Developer or Builder shall not be subject to assessment; provided, however, any lot owned by the Developer or Builder shall not be exempt from assessment by the Township.

(10) The lien arising from assessment/s as provided for herein shall be subordinate to the lien of any first mortgage issued by an institutional lender for land development purposes, builder's construction loans, or a first end mortgage loan. The sale or transfer of any lot pursuant to a first mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment/s due prior to such sale or transfer.

(11) Developer reserves the right to amend, modify, alter or waive, in whole or in part, these restrictions, with respect to their application to any portion of Streamwood Sub. No. 4 which it has not sold and conveyed. Such reservation of rights shall endure for the lesser of (i) the period during which Developer shall retain the fee title to more than 30% of the total assessed valuation of lots in Streamwood Sub. No. 4, or (ii) a period of twenty years from the date of this Declaration.

**B. OBLIGATIONS OF THE ASSOCIATION, COMMON AREAS, SUBDIVISION RESTRICTIONS, MAINTENANCE AND REPAIR:**

(1) The principal function of the Association shall be the enforcement of restrictions imposed on the lots and Owners in the Subdivision as found in these Covenants, Conditions and Restrictions, the Landscape Maintenance Agreement, the Storm Drainage System Maintenance Agreement, the establishment of

2853-636

reasonable rules and regulations for the use of the Common Areas within the Subdivision, and maintenance of the Common Areas not addressed in the above referenced Maintenance Agreements.

(2) The Association may, in the discretion of its Board of Directors, promote and advance the interest of the Members, establish social programs, and establish programs and policies which will improve the Subdivision and assist Owners.

(3) Maintenance of the Common Areas shall include, but not be limited to:

- a. Periodic mowing of grass areas no less than three (3) times each growing season,
- b. removal of all debris from catchment areas, landscaped areas, including litter, branches and other objects which are unsightly,
- c. periodic inspection of the storm drainage system facilities and right of way improvements, to ensure outlet or control pipes are not clogged and remain clear, and that structures and related facilities in the right-of-way are in good repair and working condition,
- d. repair of erosion in banks, swales, berms, dams or general lawn areas,
- e. repair or replacement of any component part of the storm drainage system which has been broken, removed or otherwise not functioning as designed.
- f. repair and replacement of structures and related facilities within the right-of-way if non-functioning, damaged or removed,
- g. elimination of undesirable insects and animals,
- h. cutting, repair and replacement of overgrown, damaged or dead plant material, s, shrub or sod.

(4) The Developer and/or the Association hereby grant an irrevocable license to the Township, its employees, agents, independent contractors, successors, and assigns to enter only to the extent necessary, the Subdivision as recorded, at any time for the purpose of inspecting, repairing, maintaining, removing, installing, reinstalling and constructing any improvements which are the subject of any agreement between the Developer and/or the Association and the Township, or the Developer and/or the Association and the Washtenaw County (hereinafter the County). Notwithstanding any of the foregoing, the license granted pursuant to this paragraph shall not entitle the Township, its employees,

2853-637

agents, independent contractors, successors and assigns, to do any act or thing or exercise any power which would interfere with or disturb the use or enjoyment, future or otherwise, of the Developer, its successors, and assigns, Owners or the Association.

(5) The Developer and/or Association and Owners shall be responsible for the care, maintenance operation, inspection, repair, replacement, improvement, installation, construction and management of all of the Common Areas of the Subdivision. In the event the Developer and/or Association and Owners fail or refuse to provide the necessary care, maintenance, operation, inspection, repair, replacement, installation, construction or management, the Township shall have the right to assess all costs, expenses and charges for the same against the Association and the Owners according to such apportionment as is set forth in the By-Laws of the Association. The Developer and/or Association and the Owners, their agents, representatives, successors and assigns shall be severally, and not jointly, liable for each such proportionate share of the cost and expenses incurred by the Township to discharge such responsibilities. Such costs, expenses and charges shall be due and owing upon written demand and notice by the Township to the Developer and/or Association at the last known address as filed with the Township Clerk, and to the address of the Owners as set forth in the existing tax rolls. Such notice shall be sent by first class mail, postage prepaid and a proof of service of such mailing shall be evidence of the Township's compliance with the notice requirement contained herein. In addition to the other methods of collection, the Township shall have the right to place such assessments on the Township tax rolls of the property or lot in question, and collect the same in the same manner as any property tax or assessment. The foregoing shall not be the exclusive right or remedy of the Township, and the rights and remedies provided to the Township by statute, ordinance, agreement or other provision of these restrictions shall be preserved.

(6) Entry upon the Subdivision by the Township, its agents employees or independent contractors pursuant to paragraph II. B. (4) shall not constitute a dedication to the Township or an acceptance of title by the Township. The Township does not by its exercise of any right under this license constitute directly or indirectly the Association or the Developer as the agents or beneficiaries of the Township and the Township shall in any event retain its full governmental immunity. Any act, right or obligation of the Township, either specifically or by implication, arising from or occurring as a result of these restrictions shall be done or omitted by the Township in its sole and exclusive discretion. Except for the actual negligence of the Township or its employees, agents, representatives and contracting parties, the Township shall not be liable for damages, by specific performance or otherwise through the Developer and/or Association of any Owner, by reason of or from any matter in connection with these restrictions.

11-2853 PAGE 638

**III. ARCHITECTURAL REVIEW****A. CREATION, LIABILITY, RESPONSIBILITIES:**

(1) No building, fence, dog run, wall, deck, gazebo, shed, swimming pool, accessory structure or facility or other structure, landscaping or exterior improvement shall be commenced, erected, changed, revised or maintained on any lot, nor shall any exterior addition, or change or alteration in the exterior appearance of the dwelling unit be commenced until the plans and specifications have been submitted, reviewed and approved of in writing by the Architectural Control Committee (hereinafter the "Committee").

(2) The Committee shall be a representative sub-group of the Association, appointed in accordance to the By-laws of the Association once created. Prior to the creation of the Association, the Architectural Control Committee shall be composed of three (3) representatives of the Developer, any of whom can act alone on behalf of said Committee and each of whom can resign, with a successor being appointed by the remaining two (2) members.

(3) Neither the Developer nor the Committee shall have any liability whatsoever for the approval or disapproval of any plans or specifications.

**B. REVIEW PROCEDURE, APPROVALS, DISAPPROVALS, FEES:**

(1) All plans and specifications for buildings, fences, dog runs, walls, decks, gazebos, shed, swimming pools, accessory structures or facilities or other structures, landscaping or exterior additions and improvements shall be submitted to the Committee prior to commencement of any construction activity. Preliminary plans may be submitted to the Committee for receiving preliminary approvals.

(2) Plans and specifications shall include those items as deemed necessary by the Committee in order to adequately carry out their review. This may include, but is not limited to:

- a. complete plans and specifications as would be required by the Township in order to secure a building permit,
- b. a dimensioned plot plan of the lot indicating the placement of all proposed improvements,
- c. elevation drawings of the front, side and rear of the building, or elevations of any walls, fences or other structures,
- d. a perspective drawing if necessary to interpret the exterior design,

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- e. data as to size, materials, colors and textures of any exterior improvements and accessory structures, including roof coverings, fences and walls,
  - f. landscape plan and data as to plant type, size and quantity.
- (3) During the review, the Committee may request additional information, data, drawings, or materials in order to fulfill its function of review.
- (4) No approval of the Committee shall be valid if the structure or improvement violates any of the restrictions set forth herein, except in cases where waivers have been granted in writing by the Association and/or Developer.
- (5) One set of blueprints, plans or data shall be left with the Committee until construction is completed.
- (6) The Committee may disapprove plans because of non-compliance with any of the restrictions set forth herein, or because of dissatisfaction with the grading and drainage plan, the location of the structure on the lot, the materials to be used, the color scheme, the finish, design, proportion, shape, height, style or appropriateness of the proposed improvement or alteration or any matter or thing, which, in the judgment of the Committee would not be in keeping with the character of the neighborhood of the Subdivision.
- (7) The Committee shall provide their approval or denial of the plans and specifications submitted in writing. The approval or denial shall be signed and dated by a member of the Committee.
- (8) The Committee may charge a review fee as established by the Association in its By-laws for the purpose of reimbursing actual expenses of the Committee, including but not limited to professional review fees of independent contractors.

IV. BUILDING AND USE RESTRICTIONS

Lot Use. No lot shall be used except for residential purposes. No building shall be erected, re-erected, moved, altered, placed, maintained, or permitted on any lot other than one (1) detached single family dwelling not to exceed two (2) stories in height (which height shall conform to the Township's requirements) plus an attached, private garage for not more than two (2) cars.

No business, trade profession or commercial activity of any kind shall be conducted in any building or on any portion of the property, except a builder's sales office and models may be used and maintained until all of the lots in the Subdivision have homes constructed thereon and have been sold. At such time that all the lots are constructed and sold, the sales office and models, if

1172853 PAGE 640

occupying a residential structure shall be converted and sold as a residence, and if located in a trailer, shall be removed from the subdivision.

**Grade Changes.** The final grade of any lot in the subdivision may not be changed after original construction without written consent of the Developer and or Association. It shall be the responsibility of each Owner to maintain the surface drainage grades of his/her lot as established by the Developer. Each Owner covenants that he will not change the surface grade of his/her lot in a manner which will materially increase or decrease the storm water flowing onto or off of his lot and will not block, pond or obstruct surface water. The Board of Directors of the Association shall enforce this covenant and may enter upon the lots in the subdivision to correct any violation of this covenant and shall charge the cost of the correction to the Owner who has violated this covenant.

**Signs.** No sign of any kind shall be displayed to public view on any lot except one (1) professional sign of not more than nine (9) square foot advertising the property for sale, or signs used by the builder to advertise the property during the construction and sales period. Such signs as are allowed must be maintained in good condition at all times and removed upon completion of their use.

**Nuisances.** No noxious or offensive activity or trade shall be conducted on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, except the construction of new houses on vacant lots.

**Animals.** No animals, livestock, or poultry of any kind shall be raised, bred, harbored or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. Household pets shall have such care as to not be objectionable or offensive to others due to noise, odor or unsanitary conditions. All domestic animals kept by a lot Owner shall be kept either on a leash or in a run or pen, and shall not be allowed to run loose or unattended.

**Sight Distance Obstruction.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the lot lines and a line connecting them at points 25 feet from the intersection of the lot lines. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a st property line with the edge of a driveway. No shall be permitted to remain within such distances unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

2853 641

**Litter and Pollution.** No lot owner shall throw or allow to accumulate on his/her or any other lot or any open space areas, trash, refuse or rubbish of any kind. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same shall not be kept except in sanitary containers properly concealed from public view. Garbage containers shall not be left at the curbside for more than twenty-four (24) hours in any one week.

No lot Owner, builder, sub-contractor or resident shall dump or otherwise dispose of chemicals, motor oil, paint, gasoline or petroleum distillates in, over or within the Subdivision or the sanitary or storm sewer drains serving the Subdivision.

**Weapons.** No lot Owner, builder, sub-contractor or resident shall use or discharge within the Subdivision, nor shall he/she permit any invites or guests to use or discharge within the Subdivision, any B-B guns, firearms, rifles, shotguns, handguns, pellet guns, crossbows or archery equipment.

**Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats. Within these easements no structure, planting or other material shall be placed or be permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easements. Except as may be otherwise provided herein, each resident shall maintain the surface areas of easements within his property to keep grass and weeds cut, to keep the area free of trash and debris and to take such action as may be necessary to eliminate or minimize surface erosion.

**Lot Stabilization.** The lot Owner shall install or have installed within one year from date of purchase sod or seed and mulch covering the exposed earth of the lot and one tree to be located near the street (unless one already exists at that location). From said date of purchase the lot shall be kept mowed, free of weeds and well maintained at all times by the lot owner.

**Floodplain.** The 100-year flood elevation of the West Branch of Paint Creek varies within the Subdivision as defined on the recorded Streamwood Sub. No. 4 Plat. There shall be no filling or occupation of the 100-year floodplain area without prior written approval of the Michigan Department of Natural Resources. Furthermore, any building used or capable of being used for residential purposes and occupancy within or affected by the floodplain shall comply with the following requirements:

- (i) Have lower floors, excluding basements, not lower than the elevation defining the floodplain limits,

1017 2853 PAGE 642

(ii) Have openings into the basement, not lower than the elevation defining the floodplain limits.

(iii) Have basement walls and floors, if below the elevation defining the floodplain limits, which are watertight and designed to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the floodplain limits following methods and procedures outlined in chapter 5 for type A construction and chapter 6 for class 1 loads found in the publication entitled "Flood Proofing Regulations," EP 1165 2314, prepared by the office of the chief of engineers, United States Army, Washington, DC, June 1972.

(iv) Be equipped with a positive means of preventing sewer backups from sewer lines and drains which serve the building;

(v) Be properly anchored to prevent flotation.

The floodplain restrictions contained herein are to be observed in perpetuity, excluded from any time limitations set forth in this declaration, and may not be amended.

#### B. STRUCTURAL RESTRICTIONS:

**Building set-backs.** All building set-backs and sideyards must conform to the requirements set by the Township.

**Dwelling size.** No one story dwelling shall be erected or placed on any residential lot in the subdivision which has a floor area of the main structure, exclusive of open porches, decks and garages, of less than that permitted by the pertinent zoning ordinances of the Township of Ypsilanti.

**Fences, Dog Runs.** No fence or wall shall be erected, placed or altered on any lot nearer to any front st than the front building set back line.

**Dog runs** shall be permitted at the rear of the house only. All approved fences or dog runs must meet the building and zoning codes of the Township and have received the necessary permits and inspections as may be required.

**Temporary Structures.** No inoperative vehicles, commercial vehicles, house trailers or mobile trailers, boats or boat trailers, campers, snowmobiles or snowmobile trailers, motorcycles or motorcycle trailers or trailers of any kind shall be permitted to be parked or stored on any lot in said Subdivision unless such vehicle/s are parked or stored in a garage on said lot which conforms to the requirements pertaining to the construction of garages.

UNIT 2853 PAGE 643

Commercial vehicles and trucks shall not be parked in the Subdivision except while making normal deliveries or pickups in the normal course of business.

Tents for entertainment or recreational purposes are permitted for periods not to exceed forty-eight (48) hours. The Developer and/or Association, or its authorized representatives, may grant exceptions to this restriction as it is deemed suitable.

A construction trailer or temporary storage building for the storage of materials and supplies, may be maintained by each Builder or independent contractor contracting with any lot Owner or Builder during the period when new houses are under construction in the Subdivision by the Builders.

Temporary residence. No trailer, tent, camper, boat, basement, shack, shed, garage, barn or other building erected in the Subdivision, except a completed single family residence, shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary nature be used as a residence.

No temporary occupancy shall be permitted in unfinished buildings.

Accessory Structures, Gazebos, Sheds. Gazebos, Sheds and other accessory structures or features may be installed in the rear yard only when approved by the Developer and/or Architectural Control Committee of the Association. All approved gazebos, sheds or other accessory structures or features must meet the building and zoning codes of the Township and have received the necessary permits and inspections as may be required.

Antennas. No radio, television or other communication antenna or structure of any type will be installed on or outside of any residence. Antennas may be installed or placed in the interior or on a residence only. The Developer and or Architectural Control Committee of the Association, may grant exceptions to this restriction as it is deemed suitable.

Maintenance of Structural Improvements. Each Owner shall keep all structural improvements on their lot in good condition and in good repair at all times.

Swimming Pools. Swimming pools and fencing incidental thereto may be installed only when approved by the Developer and/or the Architectural Control Committee of the Association. Any permitted swimming pools and fencing incidental thereto shall be constructed to the rear of the house and maintained in a safe and sanitary condition. All approved swimming pools and fencing incidental thereto must meet the building and zoning codes of the Township and have received the necessary permits and inspections as may be required.

(REV. 2853) PAGE 644

IN WITNESS WHEREOF, the owners of said lots have hereunto set their hands and seal this 28th day of July, A.D., 1993.

WITNESSES:

MERRITT-WHITTAKER COMMUNITY, LTD.  
a Michigan Limited Partnership

Michael A. Bilyk  
Michael A. Bilyk

By: Guy Barron  
Guy Barron, General Partner

Anthony R. Pulich  
Anthony R. Pulich

Address: 26555 Evergreen, Ste. #1508  
Southfield, Michigan 48076

Phone: (313) 357-1995

STATE OF MICHIGAN )  
COUNTY OF OAKLAND ) SS.

On this 28th day of July, 1993 before me personally appeared GUY BARRON, who being by me duly sworn did say that he is the General Partner of MERRITT-WHITTAKER COMMUNITY, LTD., a Michigan Limited Partnership and that the said instrument was signed in behalf of said partnership by authority of its partnership agreement; and the said GUY BARRON acknowledged the said instrument to be the free act and deed of said partnership.

Anthony R. Pulich  
Anthony R. Pulich  
Notary Public of Macomb County, MI  
Acting in Oakland County, MI

My Commission Expires: 2/18/95

112285376645

WITNESSES:

Carl M. Stone  
Carl M. Stone  
John Wolfe  
John Wolfe

STREAMWOOD INVESTMENT LIMITED PART-  
NERSHIP, a Michigan Limited Partner-  
ship

By: Hal Rosin  
Hal Rosin, President of Streamco,  
a Michigan Corporation. General  
Partner

Address: 24442 Michigan Avenue  
Dearborn, Michigan 48124

Phone: (313) 565-2800

STATE OF MICHIGAN )  
COUNTY OF Wayne ) ss.

On this 13<sup>th</sup> day of July, 1993 before me personally appeared HAL  
ROBIN, who being by me duly sworn did say that he is the President  
of Streamco, a Michigan Corporation, whom is the General Partner of  
STREAMWOOD INVESTMENT LIMITED PARTNERSHIP, a Michigan Limited  
Partnership and that the said HAL ROSIN acknowledged the said  
instrument to be the free act and deed of said corporation.

Carl M. Stone  
Carl M. Stone  
Notary Public of Wayne County, MI

My Commission Expires: Aug. 2, 1995

Drafted by:  
Millpointe West, Ltd.  
7380 Meadowridge Circle  
West Bloomfield, MI 48322

When Recorded Return to:  
Millpointe West, Ltd.  
7380 Meadowridge Circle  
West Bloomfield, MI 48322

LIBER 3077 PAGE 403

RECORDED  
WASHTENAW COUNTY, MI

FEB 6 9 17 AM '95

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
PEGGY H. HANES  
REG. REGISTER

FOR

STREAMWOOD SUB. NO. 5  
YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN  
(LOTS 223 THROUGH LOT 286)

**RESTRICTIONS RE:** STREAMWOOD SUB. NO. 5 (hereinafter called "Subdivision"), Lots 223 through Lot 286, part of the Northwest 1/4 of Section 33 T. 3 S., R. 7 E., Township of Ypsilanti, Washtenaw County, Michigan, a plat recorded in Liber 29, Pages 30 through 32, Washtenaw County Records.

Dated: November 21, 1994

These restrictions are covenants which shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless it is on that date or at the end of any such period agreed, by a vote of the then owners of a majority of the lots included in the above described land, to change such restrictive covenants in whole or in part or to cancel them. This paragraph shall not apply to the restrictions contained within Paragraph II. A. and B. and subparagraphs thereunder, which are to be observed in perpetuity and amended only upon the written consent of the Charter Township of Ypsilanti, its successors or assigns.

If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant in order to prevent him or them from so doing.

Invalidation of any of these covenants by judgment or court order shall, in no wise affect any of the other provisions which shall remain in full force and effect.

LIBER 3077 PAGE 404

## I. DEFINITIONS

"Architectural Control Committee" shall mean and refer to a representative sub-group of the Association, appointed in accordance to the By-laws of the Association once created. Prior to the creation of the Association, the Architectural Control Committee shall be composed of three (3) representatives of the Developer, any of whom can act alone on behalf of said Committee and each of whom can resign, with a successor being appointed by the remaining two (2) members.

"Association" shall mean and refer to the Streamwood Subdivision Homeowners Association.

"Builder" shall mean and refer to any person or entity who acquires a lot for the purposes of engaging in and does engage in the business of constructing residential buildings for the purpose of resale and not for his own use.

"By-Laws" shall mean and refer to the By-Laws of the Association.

"Common Areas" shall mean and refer to those areas of land as set forth on the recorded plat of the Subdivision and intended to be owned by the Association and devoted to the common use and enjoyment of the Owners of the lots and any improvements thereon, and said term shall include without limitation park areas, pathways and the storm water basin.

"Developer" shall mean and include Greenpointe Condominiums, Inc., a Michigan corporation or it's assigns.

"Lot" shall mean and refer to any numbered lot shown on the recorded plat of the Subdivision and any future subdivision hereafter annexed.

"Members" shall mean and refer to all those Owners who are members of the Association as hereinafter set forth.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lots, not including any land contract vendor or mortgagee, unless and until such land contract vendor or mortgagee shall have acquired fee simple title pursuant to foreclosure or any proceedings of conveyance in lieu of foreclosure. When more than one person or entity has an interest in the fee simple title to any lot, the interest of all such persons collectively shall be that of a single owner.

"Subdivision" shall mean and refer to Streamwood Sub. No. 5, Lots 223 through 286 as a plat recorded in Liber 29, Pages 30 through 32, Washtenaw County Records.

"Township" shall mean and refer to the Charter Township of Ypsilanti.

LIEF 3063 PAGE 575

LIEF 3077 PAGE 405  
RE-RECORDED

"Township" shall mean and refer to the Charter Township of Ypsilanti.

## II. STREAMWOOD SUBDIVISION HOMEOWNERS ASSOCIATION

### A. CREATION, RESPONSIBILITIES, ASSESSMENTS, COLLECTIONS:

(1) The Developer shall establish a Michigan non-profit corporation for a perpetual term under the laws of the State of Michigan with the name "Streamwood Subdivision Homeowners Association", hereinafter referred to as the Association.

(2) The Developer shall deed whatever interest it may have in the Common Areas to the Association by quit claim deed. Upon execution and delivery of such deed, the Association shall have full responsibility for the ownership, control, improvement, operation, and maintenance thereof, and the Developer shall have no further responsibility or liability in that regard.

(3) The entire membership interest in the corporation shall be owned initially by the Developer who shall within thirty (30) days following recording of these Covenants, Conditions and Restrictions appoint the Directors of the Association and retain such membership interest until the Developer shall have sold and conveyed 95% of the platted lots in the Subdivision or such time prior thereto as shall be elected by the Developer.

(4) At the time provided in Subparagraph (3) immediately above, the membership interest in the said corporation shall be transferred to the Owners of the lots in the Subdivision, one (1) membership interest for each lot, and the lot Owners shall all succeed to the ownership of the Association, and the Directors of the Association shall thereafter be elected by the members of the Association. Membership shall be mandatory by each Owner.

(5) Immediately following appointment by the Developer of the Directors of the Association, said Directors shall proceed to adopt suitable By-Laws for the governance of the Association, which By-Laws shall also delineate the powers and functions of the Association not described herein. The Board of Directors of the Association shall adopt an annual budget which shall include an adequate allowance for any taxes, insurance and the maintenance of the Common Areas. The Board shall advise each member of the amount of the required contribution from each member which shall be necessary to defray the operating costs of the Association, including the costs of maintaining the Common Areas. The required contribution shall be an assessment on each lot and lot owner.

3063 PAGE 576

LIBER 3077 PAGE 406  
RECORDED

(6) By accepting a deed to a lot in the Subdivision, each Owner agrees that the annual assessment for operating costs of the Association, including maintenance as aforesaid, shall be a lien on the lot owned by each Owner from the date a notice of such lien is recorded as permitted pursuant to Paragraph II. A. (8) and that the payment of the amount of each annual assessment shall, in addition, be a personal obligation of each Owner.

(7) The annual assessment on each lot and Owner as established by the Board of Directors of the Association shall be paid to the Association within the time limited by resolution of the Board of Directors.

(8) In the event of non-payment of the assessment by any Owner, the Association may proceed to collect the assessment by action of law or by recording a notice of and foreclosing the lien granted to the Association by each Owner. The remedy of the Association in the event of nonpayment shall be cumulative and the Association shall not be deemed to have waived any other remedy by its proceeding in any form to effect collection.

(9) Lots owned by the Developer or Builder shall not be subject to assessment; provided, however, any lot owned by the Developer or Builder shall not be exempt from assessment by the Township.

(10) The lien arising from assessment/s as provided for herein shall be subordinate to the lien of any first mortgage issued by an institutional lender for land development purposes, builder's construction loans, or a first end mortgage loan. The sale or transfer of any lot pursuant to a first mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment/s due prior to such sale or transfer.

(11) Developer reserves the right to amend, modify, alter or waive, in whole or in part, these restrictions, with respect to their application to any portion of Streamwood Sub. No. 5 which it has not sold and conveyed. Such reservation of rights shall endure for the lesser of (i) the period during which Developer shall retain the fee title to more than 30% of the total assessed valuation of lots in Streamwood Sub. No. 5, or (ii) a period of twenty years from the date of this Declaration.

**B. OBLIGATIONS OF THE ASSOCIATION, COMMON AREAS, SUBDIVISION RESTRICTIONS, MAINTENANCE AND REPAIR:**

(1) The principal function of the Association shall be the enforcement of restrictions imposed on the lots and Owners in the Subdivision as found in these Covenants, Conditions and Restrictions, the Landscape Maintenance Agreement, the Storm Drainage System Maintenance Agreement, the establishment of reasonable rules and regulations for the use of the Common Areas within the Subdivision, and maintenance of the Common Areas not addressed in the above referenced Maintenance Agreements.

LIBER 3063 PAGE 577

LIBER 3077 PAGE 407  
RE-RECORDED

(2) The Association may, in the discretion of its Board of Directors, promote and advance the interest of the Members, establish social programs, and establish programs and policies which will improve the Subdivision and assist Owners.

(3) Maintenance of the Common Areas shall include, but not be limited to:

- a. Periodic mowing of grass areas no less than three (3) times each growing season,
- b. removal of all debris from catchment areas, landscaped areas, including litter, branches and other objects which are unsightly,
- c. periodic inspection of the storm drainage system facilities and right of way improvements, to ensure outlet or control pipes are not clogged and remain clear, and that structures and related facilities in the right-of-way are in good repair and working condition,
- d. repair of erosion in banks, swales, berms, dams or general lawn areas,
- e. repair or replacement of any component part of the storm drainage system which has been broken, removed or otherwise not functioning as designed,
- f. repair and replacement of structures and related facilities within the right-of-way if non-functioning, damaged or removed,
- g. elimination of undesirable insects and animals,
- h. cutting, repair and replacement of overgrown, damaged or dead plant material, trees, shrub or sod.

(4) The Developer and/or the Association hereby grant an irrevocable license to the Township, its employees, agents, independent contractors, successors, and assigns to enter only to the extent necessary, the Subdivision as recorded, at any time for the purpose of inspecting, repairing, maintaining, removing, installing, reinstalling and constructing any improvements which are the subject of any agreement between the Developer and/or the Association and the Township, or the Developer and/or the Association and the Washtenaw County (hereinafter the County). Notwithstanding any of the foregoing, the license granted pursuant to this paragraph shall not entitle the Township, its employees, agents, independent contractors, successors and assigns, to do any act or thing or exercise any power which would interfere with or disturb the use or enjoyment, future or otherwise, of the Developer, its successors, and assigns, Owners or the Association.

LISEE 3063 PAGE 578

LISEE 3077 PAGE 408  
RE-RECORDED

(5) The Developer and/or Association and Owners shall be responsible for the care, maintenance operation, inspection, repair, replacement, improvement, installation, construction and management of all of the Common Areas of the Subdivision. In the event the Developer and/or Association and Owners fail or refuse to provide the necessary care, maintenance, operation, inspection, repair, replacement, installation, construction or management, the Township shall have the right to assess all costs, expenses and charges for the same against the Association and the Owners according to such apportionment as is set forth in the By-Laws of the Association. The Developer and/or Association and the Owners, their agents, representatives, successors and assigns shall be severally, and not jointly, liable for each such proportionate share of the cost and expenses incurred by the Township to discharge such responsibilities. Such costs, expenses and charges shall be due and owing upon written demand and notice by the Township to the Developer and/or Association at the last known address as filed with the Township Clerk, and to the address of the Owners as set forth in the existing tax rolls. Such notice shall be sent by first class mail, postage prepaid and a proof of service of such mailing shall be evidence of the Township's compliance with the notice requirement contained herein. In addition to the other methods of collection, the Township shall have the right to place such assessments on the Township tax rolls of the property or lot in question, and collect the same in the same manner as any property tax or assessment. The foregoing shall not be the exclusive right or remedy of the Township, and the rights and remedies provided to the Township by statute, ordinance, agreement or other provision of these restrictions shall be preserved.

(6) Entry upon the Subdivision by the Township, its agents employees or independent contractors pursuant to paragraph II. B. (4) shall not constitute a dedication to the Township or an acceptance of title by the Township. The Township does not by its exercise of any right under this license constitute directly or indirectly the Association or the Developer as the agents or beneficiaries of the Township and the Township shall in any event retain its full governmental immunity. Any act, right or obligation of the Township, either specifically or by implication, arising from or occurring as a result of these restrictions shall be done or omitted by the Township in its sole and exclusive discretion. Except for the actual negligence of the Township or its employees, agents, representatives and contracting parties, the Township shall not be liable for damages, by specific performance or otherwise through the Developer and/or Association of any Owner, by reason of or from any matter in connection with these restrictions.

### III. ARCHITECTURAL REVIEW

#### A. CREATION, LIABILITY, RESPONSIBILITIES:

(1) No building, fence, dog run, wall, deck, gazebo, shed, swimming pool, accessory structure or facility or other structure, landscaping or exterior improvement shall be commenced, erected, changed, revised or maintained on any lot, nor shall any exterior addition, or change or alteration in the exterior appearance of the dwelling unit be commenced until the plans and specifications have

LIBER 3063 PAGE 579

LIBER 3077 PAGE 409  
RECORDED

been submitted, reviewed and approved of in writing by the Architectural Control Committee (hereinafter the "Committee").

(2) The Committee shall be a representative sub-group of the Association, appointed in accordance to the By-laws of the Association once created. Prior to the creation of the Association, the Architectural Control Committee shall be composed of three (3) representatives of the Developer, any of whom can act alone on behalf of said Committee and each of whom can resign, with a successor being appointed by the remaining two (2) members.

(3) Neither the Developer nor the Committee shall have any liability whatsoever for the approval or disapproval of any plans or specifications.

**B. REVIEW PROCEDURE, APPROVALS, DISAPPROVALS, FEES:**

(1) All plans and specifications for buildings, fences, dog runs, walls, decks, gazebos, shed, swimming pools, accessory structures or facilities or other structures, landscaping or exterior additions and improvements shall be submitted to the Committee prior to commencement of any construction activity. Preliminary plans may be submitted to the Committee for receiving preliminary approvals.

(2) Plans and specifications shall include those items as deemed necessary by the Committee in order to adequately carry out their review. This may include, but is not limited to:

- a. complete plans and specifications as would be required by the Township in order to secure a building permit,
- b. a dimensioned plot plan of the lot indicating the placement of all proposed improvements,
- c. elevation drawings of the front, side and rear of the building, or elevations of any walls, fences or other structures,
- d. a perspective drawing if necessary to interpret the exterior design,
- e. data as to size, materials, colors and textures of any exterior improvements and accessory structures, including roof coverings, fences and walls,
- f. landscape plan and data as to plant type, size and quantity.

(3) During the review, the Committee may request additional information, data, drawings, or materials in order to fulfill its function of review.

LIBER 3063 PAGE 580

LIBER 3077 PAGE 410  
RECORDED

- (4) No approval of the Committee shall be valid if the structure or improvement violates any of the restrictions set forth herein, except in cases where waivers have been granted in writing by the Association and/or Developer.
- (5) One set of blueprints, plans or data shall be left with the Committee until construction is completed.
- (6) The Committee may disapprove plans because of non-compliance with any of the restrictions set forth herein, or because of dissatisfaction with the grading and drainage plan, the location of the structure on the lot, the materials to be used, the color scheme, the finish, design, proportion, shape, height, style or appropriateness of the proposed improvement or alteration or any matter or thing, which, in the judgment of the Committee would not be in keeping with the character of the neighborhood of the Subdivision.
- (7) The Committee shall provide their approval or denial of the plans and specifications submitted in writing. The approval or denial shall be signed and dated by a member of the Committee.
- (8) The Committee may charge a review fee as established by the Association in its By-laws for the purpose of reimbursing actual expenses of the Committee, including but not limited to professional review fees of independent contractors.

#### IV. BUILDING AND USE RESTRICTIONS

**Lot Use.** No lot shall be used except for residential purposes. No building shall be erected, re-erected, moved, altered, placed, maintained, or permitted on any lot other than one (1) detached single family dwelling not to exceed two (2) stories in height (which height shall conform to the Township's requirements) plus an attached, private garage for not more than two (2) cars.

No business, trade profession or commercial activity of any kind shall be conducted in any building or on any portion of the property, except a builder's sales office and models may be used and maintained until all of the lots in the Subdivision have homes constructed thereon and have been sold. At such time that all the lots are constructed and sold, the sales office and models, if occupying a residential structure shall be converted and sold as a residence, and if located in a trailer, shall be removed from the Subdivision.

**Grade Changes.** The final grade of any lot in the Subdivision may not be changed after original construction without written consent of the Developer and or Association. It shall be the responsibility of each Owner to maintain the surface drainage grades of his/her lot as established by the Developer. Each Owner covenants that he will not change the surface grade of his/her lot in a manner which will materially increase or decrease the storm water flowing onto or off of his lot and will not block, pond or obstruct surface water. The Board of Directors of the Association shall

LSE# 3063 PAGE 581

LSE# 3077 PAGE 411  
RE-RECORDED

enforce this covenant and may enter upon the lots in the Subdivision to correct any violation of this covenant and shall charge the cost of the correction to the Owner who has violated this covenant.

**Signs.** No sign of any kind shall be displayed to public view on any lot except one (1) professional sign of not more than nine (9) square foot advertising the property for sale, or signs used by the builder to advertise the property during the construction and sales period. Such signs as are allowed must be maintained in good condition at all times and removed upon completion of their use.

**Nuisances.** No noxious or offensive activity or trade shall be conducted on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, except the construction of new houses on vacant lots.

**Animals.** No animals, livestock, or poultry of any kind shall be raised, bred, harbored or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. Household pets shall have such care as to not be objectionable or offensive to others due to noise, odor or unsanitary conditions. All domestic animals kept by a lot Owner shall be kept either on a leash or in a run or pen, and shall not be allowed to run loose or unattended.

**Sight Distance Obstruction.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the lot lines and a line connecting them at points 25 feet from the intersection of the lot lines. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

**Litter and Pollution.** No lot owner shall throw or allow to accumulate on his/her or any other lot or any open space areas, trash, refuse or rubbish of any kind. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same shall not be kept except in sanitary containers properly concealed from public view. Garbage containers shall not be left at the curbside for more than twenty-four (24) hours in any one week.

No lot Owner, builder, sub-contractor or resident shall dump or otherwise dispose of chemicals, motor oil, paint, gasoline or petroleum distillates in, over or within the Subdivision or the sanitary or storm sewer drains serving the Subdivision.

**Weapons.** No lot Owner, builder, sub-contractor or resident shall use or discharge within the Subdivision, nor shall he/she permit any invites or guests to use or discharge within the Subdivision, any B-B guns, firearms, rifles, shotguns, handguns, pellet guns, crossbows or archery equipment.

LIER 3063 PAGE 582

LIER 3077 PAGE 412  
RE-RECORDED

**Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats. Within these easements no structure, planting or other material shall be placed or be permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easements. Except as may be otherwise provided herein, each resident shall maintain the surface areas of easements within his property to keep grass and weeds cut, to keep the area free of trash and debris and to take such action as may be necessary to eliminate or minimize surface erosion.

**Lot Stabilization.** The lot Owner shall install or have installed within one year from date of purchase sod or seed and mulch covering the exposed earth of the lot and one tree to be located near the street (unless one tree already exists at that location). From said date of purchase the lot shall be kept mowed, free of weeds and well maintained at all times by the lot owner.

**B. STRUCTURAL RESTRICTIONS:**

**Building set-backs.** All building set-backs and sideyards must conform to the requirements set by the Township.

**Dwelling size.** No one story dwelling shall be erected or placed on any residential lot in the subdivision which has a floor area of the main structure, exclusive of open porches, decks and garages, of less than that permitted by the pertinent zoning ordinances of the Township of Ypsilanti.

**Fences, Dog Runs.** No fence or wall shall be erected, placed or altered on any lot nearer to any front street than the front building set back line.

**Dog runs** shall be permitted at the rear of the house only. All approved fences or dog runs must meet the building and zoning codes of the Township and have received the necessary permits and inspections as may be required.

**Temporary Structures.** No inoperative vehicles, commercial vehicles, horse trailers or mobile trailers, boats or boat trailers, campers, snowmobiles or snowmobile trailers, motorcycles or motorcycle trailers or trailers of any kind shall be permitted to be parked or stored on any lot in said Subdivision unless such vehicle/s are parked or stored in a garage on said lot which conforms to the requirements pertaining to the construction of garages.

Commercial vehicles and trucks shall not be parked in the Subdivision except while making normal deliveries or pickups in the normal course of business.

LIBER 3063 PAGE 583

LIBER 3077 PAGE 413  
RE RECORDED

Tents for entertainment or recreational purposes are permitted for periods not to exceed forty-eight (48) hours. The Developer and/or Association, or its authorized representatives, may grant exceptions to this restriction as it is deemed suitable.

A construction trailer or temporary storage building for the storage of materials and supplies, may be maintained by each Builder or independent contractor contracting with any lot Owner or Builder during the period when new houses are under construction in the Subdivision by the Builders.

**Temporary residence.** No trailer, tent, camper, boat, basement, shack, shed, garage, barn or other building erected in the Subdivision, except a completed single family residence, shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary nature be used as a residence.

No temporary occupancy shall be permitted in unfinished buildings.

**Accessory Structures, Gazebos, Sheds.** Gazebos, Sheds and other accessory structures or features may be installed in the rear yard only when approved by the Developer and/or Architectural Control Committee of the Association. All approved gazebos, sheds or other accessory structures or features must meet the building and zoning codes of the Township and have received the necessary permits and inspections as may be required.

**Antennas.** No radio, television or other communication antenna or structure of any type will be installed on or outside of any residence. Antennas may be installed or placed in the interior or on a residence only. The Developer and or Architectural Control Committee of the Association, may grant exceptions to this restriction as it is deemed suitable.

**Maintenance of Structural Improvements.** Each Owner shall keep all structural improvements on their lot in good condition and in good repair at all times.

**Swimming Pools:** Swimming pools and fencing incidental thereto may be installed only when approved by the Developer and/or the Architectural Control Committee of the Association. Any permitted swimming pools and fencing incidental thereto shall be constructed to the rear of the house and maintained in a safe and sanitary condition. All approved swimming pools and fencing incidental thereto must meet the building and zoning codes of the Township and have received the necessary permits and inspections as may be required.



LIBER 3063 PAGE 573

606143

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

STREAMWOOD SUB. NO. 5  
YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN  
(LOTS 223 THROUGH LOT 286)

RESTRICTIONS RE: STREAMWOOD SUB. NO. 5 (hereinafter called "Subdivision"), Lots 223 through Lot 286, part of the Northwest 1/4 of Section 33 T. 3 S., R. 7 E., Township of Ypsilanti, Washtenaw County, Michigan, a plat recorded in Liber 28, Pages 95 through 97, Washtenaw County Records.

Dated: November 21, 1994

These restrictions are covenants which shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless it is on that date or at the end of any such period agreed, by a vote of the then owners of a majority of the lots included in the above described land, to change such restrictive covenants in whole or in part or to cancel them. This paragraph shall not apply to the restrictions contained within Paragraph II. A. and B. and subparagraphs thereunder, which are to be observed in perpetuity and amended only upon the written consent of the Charter Township of Ypsilanti, its successors or assigns.

If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant in order to prevent him or them from so doing.

Invalidation of any of these covenants by judgment or court order shall, in no wise affect any of the other provisions which shall remain in full force and effect.

RECORDED  
WASHTENAW COUNTY, MI  
DEC 29 9 26 AM '94  
TERESA H. WILNER  
COUNTY CLERK/WASHTENAW

LIBER 3063 PAGE 574

**I. DEFINITIONS**

"Architectural Control Committee" shall mean and refer to a representative sub-group of the Association, appointed in accordance to the By-laws of the Association once created. Prior to the creation of the Association, the Architectural Control Committee shall be composed of three (3) representatives of the Developer, any of whom can act alone on behalf of said Committee and each of whom can resign, with a successor being appointed by the remaining two (2) members.

"Association" shall mean and refer to the Streamwood Subdivision Homeowners Association.

"Builder" shall mean and refer to any person or entity who acquires a lot for the purposes of engaging in and does engage in the business of constructing residential buildings for the purpose of resale and not for his own use.

"By-Laws" shall mean and refer to the By-Laws of the Association.

"Common Areas" shall mean and refer to those areas of land as set forth on the recorded plat of the Subdivision and intended to be owned by the Association and devoted to the common use and enjoyment of the Owners of the lots and any improvements thereon, and said term shall include without limitation park areas, pathways and the storm water basin.

"Developer" shall mean and include Greenpointe Condominiums, Inc., a Michigan corporation or its assigns.

"Lot" shall mean and refer to any numbered lot shown on the recorded plat of the Subdivision and any future subdivision hereafter annexed.

"Members" shall mean and refer to all those Owners who are members of the Association as hereinafter set forth.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot/s, not including any land contract vendor or mortgagee, unless and until such land contract vendor or mortgagee shall have acquired fee simple title pursuant to foreclosure or any proceedings of conveyance in lieu of foreclosure. When more than one person or entity has an interest in the fee simple title to any lot, the interest of all such persons collectively shall be that of a single owner.

"Subdivision" shall mean and refer to Streamwood Sub. No. 5, Lots 223 through 286 as a plat recorded in Liber 29, Pages 33 through 35, Washtenaw County Records.

3063 PAGE 575

"Township" shall mean and refer to the Charter Township of Ypsilanti.

**II. STREAMWOOD SUBDIVISION HOMEOWNERS ASSOCIATION**

**A. CREATION, RESPONSIBILITIES, ASSESSMENTS, COLLECTIONS:**

(1) The Developer shall establish a Michigan non-profit corporation for a perpetual term under the laws of the State of Michigan with the name "Streamwood Subdivision Homeowners Association", hereinafter referred to as the Association.

(2) The Developer shall deed whatever interest it may have in the Common Areas to the Association by quit claim deed. Upon execution and delivery of such deed, the Association shall have full responsibility for the ownership, control, improvement, operation, and maintenance thereof, and the Developer shall have no further responsibility or liability in that regard.

(3) The entire membership interest in the corporation shall be owned initially by the Developer who shall within thirty (30) days following recording of these Covenants, Conditions and Restrictions appoint the Directors of the Association and retain such membership interest until the Developer shall have sold and conveyed 95% of the platted lots in the Subdivision or such time prior thereto as shall be elected by the Developer.

(4) At the time provided in Subparagraph (3) immediately above, the membership interest in the said corporation shall be transferred to the Owners of the lots in the Subdivision, one (1) membership interest for each lot, and the lot Owners shall all succeed to the ownership of the Association, and the Directors of the Association shall thereafter be elected by the members of the Association. Membership shall be mandatory by each Owner.

(5) Immediately following appointment by the Developer of the Directors of the Association, said Directors shall proceed to adopt suitable By-Laws for the governance of the Association, which By-Laws shall also delineate the powers and functions of the Association not described herein. The Board of Directors of the Association shall adopt an annual budget which shall include an adequate allowance for any taxes, insurance and the maintenance of the Common Areas. The Board shall advise each member of the amount of the required contribution from each member which shall be necessary to defray the operating costs of the Association, including the costs of maintaining the Common Areas. The required contribution shall be an assessment on each lot and lot owner.

3063-576

(6) By accepting a deed to a lot in the Subdivision, each Owner agrees that the annual assessment for operating costs of the Association, including maintenance as aforesaid, shall be a lien on the lot owned by each Owner from the date a notice of such lien is recorded as permitted pursuant to Paragraph 11. A. (8) and that the payment of the amount of each annual assessment shall, in addition, be a personal obligation of each Owner.

(7) The annual assessment on each lot and Owner as established by the Board of Directors of the Association shall be paid to the Association within the time limited by resolution of the Board of Directors.

(8) In the event of non-payment of the assessment by any Owner, the Association may proceed to collect the assessment by action of law or by recording a notice of and foreclosing the lien granted to the Association by each Owner. The remedy of the Association in the event of nonpayment shall be cumulative and the Association shall not be deemed to have waived any other remedy by its proceeding in any form to effect collection.

(9) Lots owned by the Developer or Builder shall not be subject to assessment; provided, however, any lot owned by the Developer or Builder shall not be exempt from assessment by the Township.

(10) The lien arising from assessment/s as provided for herein shall be subordinate to the lien of any first mortgage issued by an institutional lender for land development purposes, builder's construction loans, or a first end mortgage loan. The sale or transfer of any lot pursuant to a first mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment/s due prior to such sale or transfer.

(11) Developer reserves the right to amend, modify, alter or waive, in whole or in part, these restrictions, with respect to their application to any portion of Streamwood Sub. No. 5 which it has not sold and conveyed. Such reservation of rights shall endure for the lesser of (i) the period during which Developer shall retain the fee title to more than 30% of the total assessed valuation of lots in Streamwood Sub. No. 5, or (ii) a period of twenty years from the date of this Declaration.

**B. OBLIGATIONS OF THE ASSOCIATION, COMMON AREAS, SUBDIVISION RESTRICTIONS, MAINTENANCE AND REPAIR:**

(1) The principal function of the Association shall be the enforcement of restrictions imposed on the lots and Owners in the Subdivision as found in these Covenants, Conditions and Restrictions, the Landscape Maintenance Agreement, the Storm Drainage System Maintenance Agreement, the establishment of reasonable rules and regulations for the use of the Common Areas within the Subdivision, and maintenance of the Common Areas not addressed in the above referenced Maintenance Agreements.

LIB# 3063 PAGE 577

(2) The Association may, in the discretion of its Board of Directors, promote and advance the interest of the Members, establish social programs, and establish programs and policies which will improve the Subdivision and assist Owners.

(3) Maintenance of the Common Areas shall include, but not be limited to:

- a. Periodic mowing of grass areas no less than three (3) times each growing season,
- b. removal of all debris from catchment areas, landscaped areas, including litter, branches and other objects which are unsightly,
- c. periodic inspection of the storm drainage system facilities and right of way improvements, to ensure outlet or control pipes are not clogged and remain clear, and that structures and related facilities in the right-of-way are in good repair and working condition,
- d. repair of erosion in banks, swales, berms, dams or general lawn areas,
- e. repair or replacement of any component part of the storm drainage system which has been broken, removed or otherwise not functioning as designed,
- f. repair and replacement of structures and related facilities within the right-of-way if non-functioning, damaged or removed,
- g. elimination of undesirable insects and animals,
- h. cutting, repair and replacement of overgrown, damaged or dead plant material, trees, shrub or sod.

(4) The Developer and/or the Association hereby grant an irrevocable license to the Township, its employees, agents, independent contractors, successors, and assigns to enter only to the extent necessary, the Subdivision as recorded, at any time for the purpose of inspecting, repairing, maintaining, removing, installing, reinstalling and constructing any improvements which are the subject of any agreement between the Developer and/or the Association and the Township, or the Developer and/or the Association and the Washtenaw County (hereinafter the County). Notwithstanding any of the foregoing, the license granted pursuant to this paragraph shall not entitle the Township, its employees, agents, independent contractors, successors and assigns, to do any act or thing or exercise any power which would interfere with or disturb the use or enjoyment, future or otherwise, of the Developer, its successors, and assigns, Owners or the Association.

LISEE 3063 PAGE 578

(5) The Developer and/or Association and Owners shall be responsible for the care, maintenance operation, inspection, repair, replacement, improvement, installation, construction and management of all of the Common Areas of the Subdivision. In the event the Developer and/or Association and Owners fail or refuse to provide the necessary care, maintenance, operation, inspection, repair, replacement, installation, construction or management, the Township shall have the right to assess all costs, expenses and charges for the same against the Association and the Owners according to such apportionment as is set forth in the By-Laws of the Association. The Developer and/or Association and the Owners, their agents, representatives, successors and assigns shall be severally, and not jointly, liable for each such proportionate share of the cost and expenses incurred by the Township to discharge such responsibilities. Such costs, expenses and charges shall be due and owing upon written demand and notice by the Township to the Developer and/or Association at the last known address as filed with the Township Clerk, and to the address of the Owners as set forth in the existing tax rolls. Such notice shall be sent by first class mail, postage prepaid and a proof of service of such mailing shall be evidence of the Township's compliance with the notice requirement contained herein. In addition to the other methods of collection, the Township shall have the right to place such assessments on the Township tax rolls of the property or lot in question, and collect the same in the same manner as any property tax or assessment. The foregoing shall not be the exclusive right or remedy of the Township, and the rights and remedies provided to the Township by statute, ordinance, agreement or other provision of these restrictions shall be preserved.

(6) Entry upon the Subdivision by the Township, its agents employees or independent contractors pursuant to paragraph II. B. (4) shall not constitute a dedication to the Township or an acceptance of title by the Township. The Township does not by its exercise of any right under this license constitute directly or indirectly the Association or the Developer as the agents or beneficiaries of the Township and the Township shall in any event retain its full governmental immunity. Any act, right or obligation of the Township, either specifically or by implication, arising from or occurring as a result of these restrictions shall be done or omitted by the Township in its sole and exclusive discretion. Except for the actual negligence of the Township or its employees, agents, representatives and contracting parties, the Township shall not be liable for damages, by specific performance or otherwise through the Developer and/or Association of any Owner, by reason of or from any matter in connection with these restrictions.

### III. ARCHITECTURAL REVIEW

#### A. CREATION, LIABILITY, RESPONSIBILITIES:

(1) No building, fence, dog run, wall, deck, gazebo, shed, swimming pool, accessory structure or facility or other structure, landscaping or exterior improvement shall be commenced, erected, changed, revised or maintained on any lot, nor shall any exterior addition, or change or alteration in the exterior appearance of the dwelling unit be commenced until the plans and specifications have

3063 PAGE 579

been submitted, reviewed and approved of in writing by the Architectural Control Committee (hereinafter the "Committee").

(2) The Committee shall be a representative sub-group of the Association, appointed in accordance to the By-laws of the Association once created. Prior to the creation of the Association, the Architectural Control Committee shall be composed of three (3) representatives of the Developer, any of whom can act alone on behalf of said Committee and each of whom can resign, with a successor being appointed by the remaining two (2) members.

(3) Neither the Developer nor the Committee shall have any liability whatsoever for the approval or disapproval of any plans or specifications.

**B. REVIEW PROCEDURE, APPROVALS, DISAPPROVALS, FEES:**

(1) All plans and specifications for buildings, fences, dog runs, walls, decks, gazebos, shed, swimming pools, accessory structures or facilities or other structures, landscaping or exterior additions and improvements shall be submitted to the Committee prior to commencement of any construction activity. Preliminary plans may be submitted to the Committee for receiving preliminary approvals.

(2) Plans and specifications shall include those items as deemed necessary by the Committee in order to adequately carry out their review. This may include, but is not limited to:

- a. complete plans and specifications as would be required by the Township in order to secure a building permit,
- b. a dimensioned plot plan of the lot indicating the placement of all proposed improvements,
- c. elevation drawings of the front, side and rear of the building, or elevations of any walls, fences or other structures,
- d. a perspective drawing if necessary to interpret the exterior design,
- e. data as to size, materials, colors and textures of any exterior improvements and accessory structures, including roof coverings, fences and walls,
- f. landscape plan and data as to plant type, size and quantity,

(3) During the review, the Committee may request additional information, data, drawings, or materials in order to fulfill its function of review.

11593063 PAGE 550

(4) No approval of the Committee shall be valid if the structure or improvement violates any of the restrictions set forth herein, except in cases where waivers have been granted in writing by the Association and/or Developer.

(5) One set of blueprints, plans or data shall be left with the Committee until construction is completed.

(6) The Committee may disapprove plans because of non-compliance with any of the restrictions set forth herein, or because of dissatisfaction with the grading and drainage plan, the location of the structure on the lot, the materials to be used, the color scheme, the finish, design, proportion, shape, height, style or appropriateness of the proposed improvement or alteration or any matter or thing, which, in the judgment of the Committee would not be in keeping with the character of the neighborhood of the Subdivision.

(7) The Committee shall provide their approval or denial of the plans and specifications submitted in writing. The approval or denial shall be signed and dated by a member of the Committee.

(8) The Committee may charge a review fee as established by the Association in its By-laws for the purpose of reimbursing actual expenses of the Committee, including but not limited to professional review fees of independent contractors.

#### IV. BUILDING AND USE RESTRICTIONS

**Lot Use.** No lot shall be used except for residential purposes. No building shall be erected, re-erected, moved, altered, placed, maintained, or permitted on any lot other than one (1) detached single family dwelling not to exceed two (2) stories in height (which height shall conform to the Township's requirements) plus an attached, private garage for not more than two (2) cars.

No business, trade profession or commercial activity of any kind shall be conducted in any building or on any portion of the property, except a builder's sales office and models may be used and maintained until all of the lots in the Subdivision have homes constructed thereon and have been sold. At such time that all the lots are constructed and sold, the sales office and models, if occupying a residential structure shall be converted and sold as a residence, and if located in a trailer, shall be removed from the Subdivision.

**Grade Changes.** The final grade of any lot in the Subdivision may not be changed after original construction without written consent of the Developer and or Association. It shall be the responsibility of each Owner to maintain the surface drainage grades of his/her lot as established by the Developer. Each Owner covenants that he will not change the surface grade of his/her lot in a manner which will materially increase or decrease the storm water flowing onto or off of his lot and will not block, pond or obstruct surface water. The Board of Directors of the Association shall

LISE 3063 PAGE 581

enforce this covenant and may enter upon the lots in the Subdivision to correct any violation of this covenant and shall charge the cost of the correction to the Owner who has violated this covenant.

**Signs.** No sign of any kind shall be displayed to public view on any lot except one (1) professional sign of not more than nine (9) square foot advertising the property for sale, or signs used by the builder to advertise the property during the construction and sales period. Such signs as are allowed must be maintained in good condition at all times and removed upon completion of their use.

**Nuisances.** No noxious or offensive activity or trade shall be conducted on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, except the construction of new houses on vacant lots.

**Animals.** No animals, livestock, or poultry of any kind shall be raised, bred, harbored or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. Household pets shall have such care as to not be objectionable or offensive to others due to noise, odor or unsanitary conditions. All domestic animals kept by a lot Owner shall be kept either on a leash or in a run or pen, and shall not be allowed to run loose or unattended.

**Sight Distance Obstruction.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the lot lines and a line connecting them at points 25 feet from the intersection of the lot lines. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

**Litter and Pollution.** No lot owner shall throw or allow to accumulate on his/her or any other lot or any open space areas, trash, refuse or rubbish of any kind. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same shall not be kept except in sanitary containers properly concealed from public view. Garbage containers shall not be left at the curbside for more than twenty-four (24) hours in any one week.

No lot Owner, builder, sub-contractor or resident shall dump or otherwise dispose of chemicals, motor oil, paint, gasoline or petroleum distillates in, over or within the Subdivision or the sanitary or storm sewer drains serving the Subdivision.

**Weapons.** No lot Owner, builder, sub-contractor or resident shall use or discharge within the Subdivision, nor shall he/she permit any invites or guests to use or discharge within the Subdivision, any B-B guns, firearms, rifles, shotguns, handguns, pellet guns, crossbows or archery equipment.

3063 552

**Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats. Within these easements no structure, planting or other material shall be placed or be permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easements. Except as may be otherwise provided herein, each resident shall maintain the surface areas of easements within his property to keep grass and weeds cut, to keep the area free of trash and debris and to take such action as may be necessary to eliminate or minimize surface erosion.

**Lot Stabilization.** The lot Owner shall install or have installed within one year from date of purchase sod or seed and mulch covering the exposed earth of the lot and one tree to be located near the street (unless one tree already exists at that location). From said date of purchase the lot shall be kept mowed, free of weeds and well maintained at all times by the lot owner.

**B. STRUCTURAL RESTRICTIONS:**

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**Dwelling size.** No one story dwelling shall be erected or placed on any residential lot in the subdivision which has a floor area of the main structure, exclusive of open porches, decks and garages, of less than that permitted by the pertinent zoning ordinances of the Township of Ypsilanti.

**Fences, Dog Runs.** No fence or wall shall be erected, placed or altered on any lot nearer to any front street than the front building set back line.

Dog runs shall be permitted at the rear of the house only. All approved fences or dog runs must meet the building and zoning codes of the Township and have received the necessary permits and inspections as may be required.

**Temporary Structures.** No inoperative vehicles, commercial vehicles, house trailers or mobile trailers, boats or boat trailers, campers, snowmobiles or snowmobile trailers, motorcycles or motorcycle trailers or trailers of any kind shall be permitted to be parked or stored on any lot in said Subdivision unless such vehicle/s are parked or stored in a garage on said lot which conforms to the requirements pertaining to the construction of garages.

Commercial vehicles and trucks shall not be parked in the Subdivision except while making normal deliveries or pickups in the normal course of business.

3063 PAGE 583

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A construction trailer or temporary storage building for the storage of materials and supplies, may be maintained by each Builder or independent contractor contracting with any lot Owner or Builder during the period when new houses are under construction in the Subdivision by the Builders.

Temporary residence. No trailer, tent, camper, boat, basement, shack, shed, garage, barn or other building erected in the Subdivision, except a completed single family residence, shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary nature be used as a residence.

No temporary occupancy shall be permitted in unfinished buildings.

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Maintenance of Structural Improvements. Each Owner shall keep all structural improvements on their lot in good condition and in good repair at all times.

Swimming Pools. Swimming pools and fencing incidental thereto may be installed only when approved by the Developer and/or the Architectural Control Committee of the Association. Any permitted swimming pools and fencing incidental thereto shall be constructed to the rear of the house and maintained in a safe and sanitary condition. All approved swimming pools and fencing incidental thereto must meet the building and zoning codes of the Township and have received the necessary permits and inspections as may be required.

REF 3063 page 584

IN WITNESS WHEREOF, the owners of said lots have herunto set their hands and seal this 21 day of November, A.D., 1994.

WITNESSES:

MILLPOINTE WEST, LTD.  
A Michigan Corporation

*Hannah L. Purcell*  
HANNAH L. PURCELL  
*Susan A. Arabed*  
SUSAN A. ARABED

By: *[Signature]*  
Bernard Gliebberman, President

Address: 41050 Vincenti Ct  
Novi, MI 48375

Phone: (810) 615-1313

STATE OF MICHIGAN )  
                                  ) ss.  
COUNTY OF OAKLAND )

On this 21<sup>st</sup> day of November, 1994 before me personally appeared BERNARD GLIEBERMAN, who being by me duly sworn did say that he is the President of MILLPOINTE WEST, LTD. and that the said instrument was signed in behalf of said corporation by authority of its partnership agreement; and the said BERNARD GLIEBERMAN acknowledged the said instrument to be the free act and deed of said partnership.

*Hannah L. Purcell*  
Hannah L. Purcell  
Notary Public of Oakland County, MI  
HANNAH L. PURCELL  
NOTARY PUBLIC - OAKLAND COUNTY, MICHIGAN  
MY COMMISSION EXPIRES 3-25-95

My Commission Expires: 3/25/95

Drafted By:  
Millpointe West, Ltd.  
41050 Vincenti Ct  
Novi, MI 48375

When recorded return to:  
Millpointe West, Ltd.  
41050 Vincenti Ct  
Novi, MI 48375

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3063 555

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

STREAMWOOD SUB. NO. 6  
YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN  
(LOTS 287 THROUGH LOT 353)

RESTRICTIONS RE: STREAMWOOD SUB. NO. 6 (hereinafter called "Subdivision"), Lots 287 through Lot 353, part of the Northwest 1/4 of Section 33 T. 3 S., R. 7 E., Township of Ypsilanti, Washtenaw County, Michigan, a plat recorded in Liber 28, Pages 95 through 97, Washtenaw County Records.

Dated: October 16th, 1993.

These restrictions are covenants which shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless it is on that date or at the end of any such period agreed, by a vote of the then owners of a majority of the lots included in the above described land, to change such restrictive covenants in whole or in part or to cancel them. This paragraph shall not apply to the restrictions contained within Paragraph II. A. and B. and subparagraphs thereunder, which are to be observed in perpetuity and amended only upon the written consent of the Charter Township of Ypsilanti, its successors or assigns.

If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant in order to prevent him or them from so doing.

Invalidation of any of these covenants by judgment or court order shall, in no wise affect any of the other provisions which shall remain in full force and effect.

RECORDED  
WASHTENAW COUNTY, MI  
Dec 29 9 28 AM '94  
DEPT. OF CLERK & REGISTER

3063 and 586

## I. DEFINITIONS

"Architectural Control Committee" shall mean and refer to a representative sub-group of the Association, appointed in accordance to the By-laws of the Association once created. Prior to the creation of the Association, the Architectural Control Committee shall be composed of three (3) representatives of the Developer, any of whom can act alone on behalf of said Committee and each of whom can resign, with a successor being appointed by the remaining two (2) members.

"Association" shall mean and refer to the Streamwood Subdivision Homeowners Association.

"Builder" shall mean and refer to any person or entity who acquires a lot for the purposes of engaging in and does engage in the business of constructing residential buildings for the purpose of resale and not for his own use.

"By-Laws" shall mean and refer to the By-Laws of the Association.

"Common Areas" shall mean and refer to those areas of land as set forth on the recorded plat of the Subdivision and intended to be owned by the Association and devoted to the common use and enjoyment of the Owners of the lots and any improvements thereon, and said term shall include without limitation park areas, pathways and the storm water basin.

"Developer" shall mean and include Greenpointe Condominiums, Inc., a Michigan corporation or its assigns.

"Lot" shall mean and refer to any numbered lot shown on the recorded plat of the Subdivision and any future subdivision hereafter annexed.

"Members" shall mean and refer to all those Owners who are members of the Association as hereinafter set forth.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot/s, not including any land contract vendor or mortgagee, unless and until such land contract vendor or mortgagee shall have acquired fee simple title pursuant to foreclosure or any proceedings of conveyance in lieu of foreclosure. When more than one person or entity has an interest in the fee simple title to any lot, the interest of all such persons collectively shall be that of a single owner.

"Subdivision" shall mean and refer to Streamwood Sub. No. 6, Lots 287 through 353 as a plat recorded in Liber 29, Pages 66 through 68, Washtenaw County Records.

IN 3063 FILE 587

"Township" shall mean and refer to the Charter Township of Ypsilanti.

II. STREAMWOOD SUBDIVISION HOMEOWNERS ASSOCIATION

A. CREATION, RESPONSIBILITIES, ASSESSMENTS, COLLECTIONS:

(1) The Developer shall establish a Michigan non-profit corporation for a perpetual term under the laws of the State of Michigan with the name "Streamwood Subdivision Homeowners Association", hereinafter referred to as the Association.

(2) The Developer shall deed whatever interest it may have in the Common Areas to the Association by quit claim deed. Upon execution and delivery of such deed, the Association shall have full responsibility for the ownership, control, improvement, operation, and maintenance thereof, and the Developer shall have no further responsibility or liability in that regard.

(3) The entire membership interest in the corporation shall be owned initially by the Developer who shall within thirty (30) days following recording of these Covenants, Conditions and Restrictions appoint the Directors of the Association and retain such membership interest until the Developer shall have sold and conveyed 95% of the platted lots in the Subdivision or such time prior thereto as shall be elected by the Developer.

(4) At the time provided in Subparagraph (3) immediately above, the membership interest in the said corporation shall be transferred to the Owners of the lots in the Subdivision, one (1) membership interest for each lot, and the lot Owners shall all succeed to the ownership of the Association, and the Directors of the Association shall thereafter be elected by the members of the Association. Membership shall be mandatory by each Owner.

(5) Immediately following appointment by the Developer of the Directors of the Association, said Directors shall proceed to adopt suitable By-Laws for the governance of the Association, which By-Laws shall also delineate the powers and functions of the Association not described herein. The Board of Directors of the Association shall adopt an annual budget which shall include an adequate allowance for any taxes, insurance and the maintenance of the Common Areas. The Board shall advise each member of the amount of the required contribution from each member which shall be necessary to defray the operating costs of the Association, including the costs of maintaining the Common Areas. The required contribution shall be an assessment on each lot and lot owner.

3063-588

(6) By accepting a deed to a lot in the Subdivision, each Owner agrees that the annual assessment for operating costs of the Association, including maintenance as aforesaid, shall be a lien on the lot owned by each Owner from the date a notice of such lien is recorded as permitted pursuant to Paragraph II. A. (8) and that the payment of the amount of each annual assessment shall, in addition, be a personal obligation of each Owner.

(7) The annual assessment on each lot and Owner as established by the Board of Directors of the Association shall be paid to the Association within the time limited by resolution of the Board of Directors.

(8) In the event of non-payment of the assessment by any Owner, the Association may proceed to collect the assessment by action of law or by recording a notice of and foreclosing the lien granted to the Association by each Owner. The remedy of the Association in the event of nonpayment shall be cumulative and the Association shall not be deemed to have waived any other remedy by its proceeding in any form to effect collection.

(9) Lots owned by the Developer or Builder shall not be subject to assessment; provided, however, any lot owned by the Developer or Builder shall not be exempt from assessment by the Township.

(10) The lien arising from assessment/s as provided for herein shall be subordinate to the lien of any first mortgage issued by an institutional lender for land development purposes, builder's construction loans, or a first and mortgage loan. The sale or transfer of any lot pursuant to a first mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment/s due prior to such sale or transfer.

(11) Developer reserves the right to amend, modify, alter or waive, in whole or in part, these restrictions, with respect to their application to any portion of Streamwood Sub. No. 6 which it has not sold and conveyed. Such reservation of rights shall endure for the lesser of (i) the period during which Developer shall retain the fee title to more than 30% of the total assessed valuation of lots in Streamwood Sub. No. 6, or (ii) a period of twenty years from the date of this Declaration.

**B. OBLIGATIONS OF THE ASSOCIATION, COMMON AREAS, SUBDIVISION RESTRICTIONS, MAINTENANCE AND REPAIR:**

(1) The principal function of the Association shall be the enforcement of restrictions imposed on the lots and Owners in the Subdivision as found in these Covenants, Conditions and Restrictions, the Landscape Maintenance Agreement, the Storm Drainage System Maintenance Agreement, the establishment of

3063 PART 589

reasonable rules and regulations for the use of the Common Areas within the Subdivision, and maintenance of the Common Areas not addressed in the above referenced Maintenance Agreements.

(2) The Association may, in the discretion of its Board of Directors, promote and advance the interest of the Members, establish social programs, and establish programs and policies which will improve the Subdivision and assist Owners.

(3) Maintenance of the Common Areas shall include, but not be limited to:

- a. Periodic mowing of grass areas no less than three (3) times each growing season,
- b. removal of all debris from catchment areas, landscaped areas, including litter, branches and other objects which are unsightly,
- c. periodic inspection of the storm drainage system facilities and right of way improvements, to ensure outlet or control pipes are not clogged and remain clear, and that structures and related facilities in the right-of-way are in good repair and working condition,
- d. repair of erosion in banks, swales, berms, dams or general lawn areas,
- e. repair or replacement of any component part of the storm drainage system which has been broken, removed or otherwise not functioning as designed,
- f. repair and replacement of structures and related facilities within the right-of-way if non-functioning, damaged or removed,
- g. elimination of undesirable insects and animals,
- h. cutting, repair and replacement of overgrown, damaged or dead plant material, trees, shrub or sod.

(4) The Developer and/or the Association hereby grant an irrevocable license to the Township, its employees, agents, independent contractors, successors, and assigns to enter only to the extent necessary, the Subdivision as recorded, at any time for the purpose of inspecting, repairing, maintaining, removing, installing, reinstalling and constructing any improvements which are the subject of any agreement between the Developer and/or the

3063 590

Association and the Township, or the Developer and/or the Association and the Washtenaw County (hereinafter the County). Notwithstanding any of the foregoing, the license granted pursuant to this paragraph shall not entitle the Township, its employees, agents, independent contractors, successors and assigns, to do any act or thing or exercise any power which would interfere with or disturb the use or enjoyment, future or otherwise, of the Developer, its successors, and assigns, Owners or the Association.

(5) The Developer and/or Association and Owners shall be responsible for the care, maintenance operation, inspection, repair, replacement, improvement, installation, construction and management of all of the Common Areas of the Subdivision. In the event the Developer and/or Association and Owners fail or refuse to provide the necessary care, maintenance, operation, inspection, repair, replacement, installation, construction or management, the Township shall have the right to assess all costs, expenses and charges for the same against the Association and the Owners according to such apportionment as is set forth in the By-Laws of the Association. The Developer and/or Association and the Owners, their agents, representatives, successors and assigns shall be severally, and not jointly, liable for each such proportionate share of the cost and expenses incurred by the Township to discharge such responsibilities. Such costs, expenses and charges shall be due and owing upon written demand and notice by the Township to the Developer and/or Association at the last known address as filed with the Township Clerk, and to the address of the Owners as set forth in the existing tax rolls. Such notice shall be sent by first class mail, postage prepaid and a proof of service of such mailing shall be evidence of the Township's compliance with the notice requirement contained herein. In addition to the other methods of collection, the Township shall have the right to place such assessments on the Township tax rolls of the property or lot in question, and collect the same in the same manner as any property tax or assessment. The foregoing shall not be the exclusive right or remedy of the Township, and the rights and remedies provided to the Township by statute, ordinance, agreement or other provision of these restrictions shall be preserved.

(6) Entry upon the Subdivision by the Township, its agents employees or independent contractors pursuant to paragraph II. B. (4) shall not constitute a dedication to the Township or an acceptance of title by the Township. The Township does not by its exercise of any right under this license constitute directly or indirectly the Association or the Developer as the agents or beneficiaries of the Township and the Township shall in any event retain its full governmental immunity. Any act, right or obligation of the Township, either specifically or by implication, arising from or occurring as a result of these restrictions shall

3003 PAGE 591

be done or omitted by the Township in its sole and exclusive discretion. Except for the actual negligence of the Township or its employees, agents, representatives and contracting parties, the Township shall not be liable for damages, by specific performance or otherwise through the Developer and/or Association of any Owner, by reason of or from any matter in connection with these restrictions.

### III. ARCHITECTURAL REVIEW

#### A. CREATION, LIABILITY, RESPONSIBILITIES:

(1) No building, fence, dog run, wall, deck, gazebo, shed, swimming pool, accessory structure or facility or other structure, landscaping or exterior improvement shall be commenced, erected, changed, revised or maintained on any lot, nor shall any exterior addition, or change or alteration in the exterior appearance of the dwelling unit be commenced until the plans and specifications have been submitted, reviewed and approved of in writing by the Architectural Control Committee (hereinafter the "Committee").

(2) The Committee shall be a representative sub-group of the Association, appointed in accordance to the By-laws of the Association once created. Prior to the creation of the Association, the Architectural Control Committee shall be composed of three (3) representatives of the Developer, any of whom can act alone on behalf of said Committee and each of whom can resign, with a successor being appointed by the remaining two (2) members.

(3) Neither the Developer nor the Committee shall have any liability whatsoever for the approval or disapproval of any plans or specifications.

#### B. REVIEW PROCEDURE, APPROVALS, DISAPPROVALS, FEES:

(1) All plans and specifications for buildings, fences, dog runs, walls, decks, gazebos, shed, swimming pools, accessory structures or facilities or other structures, landscaping or exterior additions and improvements shall be submitted to the Committee prior to commencement of any construction activity. Preliminary plans may be submitted to the Committee for receiving preliminary approvals.

(2) Plans and specifications shall include those items as deemed necessary by the Committee in order to adequately carry out their review. This may include, but is not limited to:

- a. complete plans and specifications as would be required by the Township in order to secure a building permit,

LSP-3063 PAGE 592

- b. a dimensioned plot plan of the lot indicating the placement of all proposed improvements,
- c. elevation drawings of the front, side and rear of the building, or elevations of any walls, fences or other structures,
- d. a perspective drawing if necessary to interpret the exterior design,
- e. data as to size, materials, colors and textures of any exterior improvements and accessory structures, including roof coverings, fences and walls,
- f. landscape plan and data as to plant type, size and quantity,

(3) During the review, the Committee may request additional information, data, drawings, or materials in order to fulfill its function of review.

(4) No approval of the Committee shall be valid if the structure or improvement violates any of the restrictions set forth herein, except in cases where waivers have been granted in writing by the Association and/or Developer.

(5) One set of blueprints, plans or data shall be left with the Committee until construction is completed.

(6) The Committee may disapprove plans because of non-compliance with any of the restrictions set forth herein, or because of dissatisfaction with the grading and drainage plan, the location of the structure on the lot, the materials to be used, the color scheme, the finish, design, proportion, shape, height, style or appropriateness of the proposed improvement or alteration or any matter or thing, which, in the judgment of the Committee would not be in keeping with the character of the neighborhood of the subdivision.

(7) The Committee shall provide their approval or denial of the plans and specifications submitted in writing. The approval or denial shall be signed and dated by a member of the Committee.

(8) The Committee may charge a review fee as established by the Association in its By-laws for the purpose of reimbursing actual expenses of the Committee, including but not limited to professional review fees of independent contractors.

L.L.C. 3063 PAGE 593

## IV. BUILDING AND USE RESTRICTIONS

**Lot Use.** No lot shall be used except for residential purposes. No building shall be erected, re-erected, moved, altered, placed, maintained, or permitted on any lot other than one (1) detached single family dwelling not to exceed two (2) stories in height (which height shall conform to the Township's requirements) plus an attached, private garage for not more than two (2) cars.

No business, trade profession or commercial activity of any kind shall be conducted in any building or on any portion of the property, except a builder's sales office and models may be used and maintained until all of the lots in the Subdivision have homes constructed thereon and have been sold. At such time that all the lots are constructed and sold, the sales office and models, if occupying a residential structure shall be converted and sold as a residence, and if located in a trailer, shall be removed from the Subdivision.

**Grade Changes.** The final grade of any lot in the Subdivision may not be changed after original construction without written consent of the Developer and or Association. It shall be the responsibility of each Owner to maintain the surface drainage grades of his/her lot as established by the Developer. Each Owner covenants that he will not change the surface grade of his/her lot in a manner which will materially increase or decrease the storm water flowing onto or off of his lot and will not block, pond or obstruct surface water. The Board of Directors of the Association shall enforce this covenant and may enter upon the lots in the Subdivision to correct any violation of this covenant and shall charge the cost of the correction to the Owner who has violated this covenant.

**Signs.** No sign of any kind shall be displayed to public view on any lot except one (1) professional sign of not more than nine (9) square foot advertising the property for sale, or signs used by the builder to advertise the property during the construction and sales period. Such signs as are allowed must be maintained in good condition at all times and removed upon completion of their use.

**Nuisances.** No noxious or offensive activity or trade shall be conducted on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, except the construction of new houses on vacant lots.

**Animals.** No animals, livestock, or poultry of any kind shall be raised, bred, harbored or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. Household pets

3063 PAGE 594

shall have such care as to not be objectionable or offensive to others due to noise, odor or unsanitary conditions. All domestic animals kept by a lot Owner shall be kept either on a leash or in a run or pen, and shall not be allowed to run loose or unattended.

**Sight Distance Obstruction.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the lot lines and a line connecting them at points 25 feet from the intersection of the lot lines. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

**Litter and Pollution.** No lot owner shall throw or allow to accumulate on his/her or any other lot or any open space areas, trash, refuse or rubbish of any kind. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same shall not be kept except in sanitary containers properly concealed from public view. Garbage containers shall not be left at the curbside for more than twenty-four (24) hours in any one week.

No lot Owner, builder, sub-contractor or resident shall dump or otherwise dispose of chemicals, motor oil, paint, gasoline or petroleum distillates in, over or within the Subdivision or the sanitary or storm sewer drains serving the Subdivision.

**Weapons.** No lot Owner, builder, sub-contractor or resident shall use or discharge within the Subdivision, nor shall he/she permit any invites or guests to use or discharge within the Subdivision, any B-B guns, firearms, rifles, shotguns, handguns, pellet guns, crossbows or archery equipment.

**Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats. Within these easements no structure, planting or other material shall be placed or be permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easements. Except as may be otherwise provided herein, each resident shall maintain the surface areas of easements within his property to keep grass and weeds cut, to keep the area free of trash and debris and to take such action as may be necessary to eliminate or minimize surface erosion.

3063 PAGE 595

**Lot Stabilization.** The lot Owner shall install or have installed within one year from date of purchase sod or seed and mulch covering the exposed earth, of the lot and one tree to be located near the street (unless one tree already exists at that location). From said date of purchase the lot shall be kept mowed, free of weeds and well maintained at all times by the lot owner.

**B. STRUCTURAL RESTRICTIONS:**

**Building set-backs.** All building set-backs and sideyards must conform to the requirements set by the Township.

**Dwelling size.** No one story dwelling shall be erected or placed on any residential lot in the subdivision which has a floor area of the main structure, exclusive of open porches, decks and garages, of less than that permitted by the pertinent zoning ordinances of the Township of Ypsilanti.

**Fences, Dog Runs.** No fence or wall shall be erected, placed or altered on any lot nearer to any front street than the front building set back line.

**Dog runs** shall be permitted at the rear of the house only. All approved fences or dog runs must meet the building and zoning codes of the Township and have received the necessary permits and inspections as may be required.

**Temporary Structures.** No inoperative vehicles, commercial vehicles, house trailers or mobile trailers, boats or boat trailers, campers, snowmobiles or snowmobile trailers, motorcycles or motorcycle trailers or trailers of any kind shall be permitted to be parked or stored on any lot in said subdivision unless such vehicle/s are parked or stored in a garage on said lot which conforms to the requirements pertaining to the construction of garages.

**Commercial vehicles and trucks** shall not be parked in the subdivision except while making normal deliveries or pickups in the normal course of business.

**Tents for entertainment or recreational purposes** are permitted for periods not to exceed forty-eight (48) hours. The Developer and/or Association, or its authorized representatives, may grant exceptions to this restriction as it is deemed suitable.

A construction trailer or temporary storage building for the storage of materials and supplies, may be maintained by each Builder or independent contractor contracting with any lot Owner or Builder during the period when new houses are under construction in the subdivision by the Builders.

L.L. 3063 PAGE 596

Temporary residence. No trailer, tent, camper, boat, basement, shack, shed, garage, barn or other building erected in the Subdivision, except a completed single family residence, shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary nature be used as a residence.

No temporary occupancy shall be permitted in unfinished buildings.

Accessory Structures, Gazebos, Sheds. Gazebos, Sheds and other accessory structures or features may be installed in the rear yard only when approved by the Developer and/or Architectural Control Committee of the Association. All approved gazebos, sheds or other accessory structures or features must meet the building and zoning codes of the Township and have received the necessary permits and inspections as may be required.

Antennas. No radio, television or other communication antenna or structure of any type will be installed on or outside of any residence. Antennas may be installed or placed in the interior or on a residence only. The Developer and or Architectural Control Committee of the Association, may grant exceptions to this restriction as it is deemed suitable.

Maintenance of Structural Improvements. Each Owner shall keep all structural improvements on their lot in good condition and in good repair at all times.

Swimming Pools. Swimming pools and fencing incidental thereto may be installed only when approved by the Developer and/or the Architectural Control Committee of the Association. Any permitted swimming pools and fencing incidental thereto shall be constructed to the rear of the house and maintained in a safe and sanitary condition. All approved swimming pools and fencing incidental thereto must meet the building and zoning codes of the Township and have received the necessary permits and inspections as may be required.

REF 3003 PAGE 597

IN WITNESS WHEREOF, the owners of said lots have hereunto set their hands and seal this 27 day of October, A.D., 1993.

WITNESSES:

MERRITT-WHITTAKER COMMUNITY, LTD,  
a Michigan Limited Partnership

Michael A. Bilyk  
Michael A. Bilyk

By: Guy Barron  
Guy Barron, General Partner

Anthony R. Pulich  
Anthony R. Pulich

Address: 26555 Evergreen, Ste. #1508  
Southfield, Michigan 48076

Phone: (313) 357-1995

STATE OF MICHIGAN )  
COUNTY OF OAKLAND ) ss.

On this 27 day of October, 1993 before me personally appeared GUY BARRON, who being by me duly sworn did say that he is the General Partner of MERRITT-WHITTAKER COMMUNITY, LTD., a Michigan Limited Partnership and that the said instrument was signed in behalf of said partnership by authority of its partnership agreement; and the said GUY BARRON acknowledged the said instrument to be the free act and deed of said partnership.

Anthony R. Pulich  
Anthony R. Pulich  
Notary Public of Macomb County, MI  
Acting in Oakland County, MI

My Commission Expires: 1/18/95

REF: 3063 PAGE 598

WITNESSES:

*Michael A. Bilgic*  
Michael A. Bilgic  
*Anthony R. Pulich*  
Anthony R. Pulich

STREAMWOOD INVESTMENT LIMITED PART-  
NERSHIP, a Michigan Limited Partner-  
ship

By: *Hal Rosin*  
Hal Rosin, President of Streamco,  
a Michigan Corporation, General  
Partner

Address: 24442 Michigan Avenue  
Dearborn, Michigan 48124

Phone: (313) 565-2800

STATE OF MICHIGAN )  
                          ) SS.  
COUNTY OF OAKLAND )

On this 13<sup>th</sup> day of October, 1993 before me personally appeared HAL  
ROSIN, who being by me duly sworn did say that he is the President  
of Streamco, a Michigan Corporation, whom is the General Partner of  
STREAMWOOD INVESTMENT LIMITED PARTNERSHIP, a Michigan Limited  
Partnership and that the said HAL ROSIN acknowledged the said  
instrument to be the free act and deed of said corporation.

*Anthony R. Pulich*  
Anthony R. Pulich  
Notary Public of ADAMS County, MI  
ACTING IN OAKLAND CO. MICH.

My Commission Expires: JAN 18, 1995

Drafted by:  
Millpointe West, Ltd.  
7380 Meadowridge Circle  
West Bloomfield, MI 48322

When Recorded Return to:  
Millpointe West, Ltd.  
7380 Meadowridge Circle  
West Bloomfield, MI 48322

LIBER 3076 PAGE 961

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

STREAMWOOD SUB. NO. 7  
YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN  
(LOTS 354 THROUGH LOT 458)

RESTRICTIONS RE: STREAMWOOD SUB. NO. 7 (hereinafter called "Subdivision"), Lots 354 through Lot 458, part of the Northwest 1/4 of Section 33 T. 3 S., R. 7 E., Township of Ypsilanti, Washtenaw County, Michigan, a plat recorded in Liber 29, Pages 85 through 90, Washtenaw County Records.

Dated: December 12, 1994

These restrictions are covenants which shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless it is on that date or at the end of any such period agreed, by a vote of the then owners of a majority of the lots included in the above described land, to change such restrictive covenants in whole or in part or to cancel them. This paragraph shall not apply to the restrictions contained within Paragraph II. A. and B. and subparagraphs thereunder, which are to be observed in perpetuity and amended only upon the written consent of the Charter Township of Ypsilanti, its successors or assigns. This paragraph also shall not apply to the restrictions contained in Paragraph IV in reference to the floodplain which floodplain restrictions are to be observed in perpetuity.

If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant in order to prevent him or them from so doing.

Invalidation of any of these covenants by judgment or court order shall, in no wise affect any of the other provisions which shall remain in full force and effect.

RECORDED  
WASHTENAW COUNTY, MI

FEB 2 11 14 AM '95

PERCY H. HAINES  
COUNTY CLERK/REGISTER

LIDER 3076 PAGE 962

## I. DEFINITIONS

"Architectural Control Committee" shall mean and refer to a representative sub-group of the Association, appointed in accordance to the By-laws of the Association once created. Prior to the creation of the Association, the Architectural Control Committee shall be composed of three (3) representatives of the Developer, any of whom can act alone on behalf of said Committee and each of whom can resign, with a successor being appointed by the remaining two (2) members.

"Association" shall mean and refer to the Streamwood Subdivision Homeowners Association.

"Builder" shall mean and refer to any person or entity who acquires a lot for the purposes of engaging in and does engage in the business of constructing residential buildings for the purpose of resale and not for his own use.

"By-Laws" shall mean and refer to the By-Laws of the Association.

"Common Areas" shall mean and refer to those areas of land as set forth on the recorded plat of the Subdivision and intended to be owned by the Association and devoted to the common use and enjoyment of the Owners of the lots and any improvements thereon, and said term shall include without limitation park areas, pathways and the storm water basin.

"Developer" shall mean and include Millpointe West, Ltd., a Michigan corporation or its assigns.

"Lot" shall mean and refer to any numbered lot shown on the recorded plat of the Subdivision and any future subdivision hereafter annexed.

"Members" shall mean and refer to all those Owners who are members of the Association as hereinafter set forth.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot/s, not including any land contract vendor or mortgagee, unless and until such land contract vendor or mortgagee shall have acquired fee simple title pursuant to foreclosure or any proceedings of conveyance in lieu of foreclosure. When more than one person or entity has an interest in the fee simple title to any lot, the interest of all such persons collectively shall be that of a single owner.

LIBER 3076 PAGE 963

"Subdivision" shall mean and refer to Streamwood Sub. No. 7, Lots 354 through 458 as a plat recorded in Liber 29, Pages 85 through 90, Washtenaw County Records.

"Township" shall mean and refer to the Charter Township of Ypsilanti.

## II. STREAMWOOD SUBDIVISION HOMEOWNERS ASSOCIATION

### A. CREATION, RESPONSIBILITIES, ASSESSMENTS, COLLECTIONS:

(1) The Developer shall establish a Michigan non-profit corporation for a perpetual term under the laws of the State of Michigan with the name "Streamwood Subdivision Homeowners Association", hereinafter referred to as the Association.

(2) The Developer shall deed whatever interest it may have in the Common Areas to the Association by quit claim deed. Upon execution and delivery of such deed, the Association shall have full responsibility for the ownership, control, improvement, operation, and maintenance thereof, and the Developer shall have no further responsibility or liability in that regard.

(3) The entire membership interest in the corporation shall be owned initially by the Developer who shall within thirty (30) days following recording of these Covenants, Conditions and Restrictions appoint the Directors of the Association and retain such membership interest until the Developer shall have sold and conveyed 95% of the platted lots in the Subdivision or such time prior thereto as shall be elected by the Developer.

(4) At the time provided in Subparagraph (3) immediately above, the membership interest in the said corporation shall be transferred to the Owners of the lots in the Subdivision, one (1) membership interest for each lot, and the lot Owners shall all succeed to the ownership of the Association, and the Directors of the Association shall thereafter be elected by the members of the Association. Membership shall be mandatory by each Owner.

(5) Immediately following appointment by the Developer of the Directors of the Association, said Directors shall proceed to adopt suitable By-Laws for the governance of the Association, which By-Laws shall also delineate the powers and functions of the Association not described herein. The Board of Directors of the Association shall adopt an annual budget which shall include an adequate allowance for any taxes, insurance and the maintenance of the Common Areas. The Board shall advise each member of the amount of the required contribution from each member which shall be necessary to defray the operating costs of the Association, including the costs of maintaining the

LIBER 3076 PAGE 964

Common Areas. The required contribution shall be an assessment on each lot and lot owner.

(6) By accepting a deed to a lot in the Subdivision, each Owner agrees that the annual assessment for operating costs of the Association, including maintenance as aforesaid, shall be a lien on the lot owned by each Owner from the date a notice of such lien is recorded as permitted pursuant to Paragraph 11. A, (8) and that the payment of the amount of each annual assessment shall, in addition, be a personal obligation of each Owner.

(7) The annual assessment on each lot and Owner as established by the Board of Directors of the Association shall be paid to the Association within the time limited by resolution of the Board of Directors.

(8) In the event of non-payment of the assessment by any Owner, the Association may proceed to collect the assessment by action of law or by recording a notice of and foreclosing the lien granted to the Association by each Owner. The remedy of the Association in the event of nonpayment shall be cumulative and the Association shall not be deemed to have waived any other remedy by its proceeding in any form to effect collection.

(9) Lots owned by the Developer or Builder shall not be subject to assessment; provided, however, any lot owned by the Developer or Builder shall not be exempt from assessment by the Township.

(10) The lien arising from assessment/s as provided for herein shall be subordinate to the lien of any first mortgage issued by an institutional lender for land development purposes, builder's construction loans, or a first end mortgage loan. The sale or transfer of any lot pursuant to a first mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment/s due prior to such sale or transfer.

(11) Developer reserves the right to amend, modify, alter or waive, in whole or in part, these restrictions, with respect to their application to any portion of Streamwood Sub. No. 7 which it has not sold and conveyed. Such reservation of rights shall endure for the lesser of (i) the period during which Developer shall retain the fee title to more than 30% of the total assessed valuation of lots in Streamwood Sub. No. 7, or (ii) a period of twenty years from the date of this Declaration.

**B. OBLIGATIONS OF THE ASSOCIATION, COMMON AREAS, SUBDIVISION RESTRICTIONS, MAINTENANCE AND REPAIR:**

LIDER 3076 PAGE 965

(1) The principal function of the Association shall be the enforcement of restrictions imposed on the lots and Owners in the Subdivision as found in these Covenants, Conditions and Restrictions, the Landscape Maintenance Agreement, the Storm Drainage System Maintenance Agreement, the establishment of reasonable rules and regulations for the use of the Common Areas within the Subdivision, and maintenance of the Common Areas not addressed in the above referenced Maintenance Agreements.

(2) The Association may, in the discretion of its Board of Directors, promote and advance the interest of the Members, establish social programs, and establish programs and policies which will improve the Subdivision and assist Owners.

(3) Maintenance of the Common Areas shall include, but not be limited to:

- a. Periodic mowing of grass areas no less than three (3) times each growing season,
- b. removal of all debris from catchment areas, landscaped areas, including litter, branches and other objects which are unsightly,
- c. periodic inspection of the storm drainage system facilities and right of way improvements, to ensure outlet or control pipes are not clogged and remain clear, and that structures and related facilities in the right-of-way are in good repair and working condition,
- d. repair of erosion in banks, swales, berms, dams or general lawn areas,
- e. repair or replacement of any component part of the storm drainage system which has been broken, removed or otherwise not functioning as designed,
- f. repair and replacement of structures and related facilities within the right-of-way if non-functioning, damaged or removed,
- g. elimination of undesirable insects and animals,
- h. cutting, repair and replacement of overgrown, damaged or dead plant material, trees, shrub or sod.

(4) The Developer and/or the Association hereby grant an irrevocable license to the Township, its employees, agents, independent contractors, successors, and assigns to enter only to the extent necessary, the Subdivision as recorded, at any time for the purpose of inspecting, repairing, maintaining, removing, installing, reinstalling and

LIBER 3076 PAGE 966

constructing any improvements which are the subject of any agreement between the Developer and/or the Association and the Township, or the Developer and/or the Association and the Washtenaw County (hereinafter the County). Notwithstanding any of the foregoing, the license granted pursuant to this paragraph shall not entitle the Township, its employees, agents, independent contractors, successors and assigns, to do any act or thing or exercise any power which would interfere with or disturb the use or enjoyment, future or otherwise, of the Developer, its successors, and assigns, Owners or the Association.

(5) The Developer and/or Association and Owners shall be responsible for the care, maintenance operation, inspection, repair, replacement, improvement, installation, construction and management of all of the Common Areas of the Subdivision. In the event the Developer and/or Association and Owners fail or refuse to provide the necessary care, maintenance, operation, inspection, repair, replacement, installation, construction or management, the Township shall have the right to assess all costs, expenses and charges for the same against the Association and the Owners according to such apportionment as is set forth in the By-Laws of the Association. The Developer and/or Association and the Owners, their agents, representatives, successors and assigns shall be severally, and not jointly, liable for each such proportionate share of the cost and expenses incurred by the Township to discharge such responsibilities. Such costs, expenses and charges shall be due and owing upon written demand and notice by the Township to the Developer and/or Association at the last known address as filed with the Township Clerk, and to the address of the Owners as set forth in the existing tax rolls. Such notice shall be sent by first class mail, postage prepaid and a proof of service of such mailing shall be evidence of the Township's compliance with the notice requirement contained herein. In addition to the other methods of collection, the Township shall have the right to place such assessments on the Township tax rolls of the property or lot in question, and collect the same in the same manner as any property tax or assessment. The foregoing shall not be the exclusive right or remedy of the Township, and the rights and remedies provided to the Township by statute, ordinance, agreement or other provision of these restrictions shall be preserved.

(B) Entry upon the Subdivision by the Township, its agents employees or independent contractors pursuant to paragraph II. B. (4) shall not constitute a dedication to the Township or an acceptance of title by the Township. The Township does not by its exercise of any right under this license constitute directly or indirectly the Association or the Developer as the agents or beneficiaries of the Township and the Township shall in any event retain its full governmental immunity. Any act, right or obligation of the Township, either specifically or by implication, arising from or occurring as a result of these restrictions shall be done or omitted by the Township in its sole and exclusive discretion. Except for the actual negligence of the Township or its employees, agents, representatives and contracting parties, the Township shall not be

LIBER 3076 PAGE 967

liable for damages, by specific performance or otherwise through the Developer and/or Association of any Owner, by reason of or from any matter in connection with these restrictions.

### III. ARCHITECTURAL REVIEW

#### A. CREATION, LIABILITY, RESPONSIBILITIES:

(1) No building, fence, dog run, wall, deck, gazebo, shed, swimming pool, accessory structure or facility or other structure, landscaping or exterior improvement shall be commenced, erected, changed, revised or maintained on any lot, nor shall any exterior addition, or change or alteration in the exterior appearance of the dwelling unit be commenced until the plans and specifications have been submitted, reviewed and approved of in writing by the Architectural Control Committee (hereinafter the "Committee").

(2) The Committee shall be a representative sub-group of the Association, appointed in accordance to the By-Laws of the Association once created. Prior to the creation of the Association, the Architectural Control Committee shall be composed of three (3) representatives of the Developer, any of whom can act alone on behalf of said Committee and each of whom can resign, with a successor being appointed by the remaining two (2) members.

(3) Neither the Developer nor the Committee shall have any liability whatsoever for the approval or disapproval of any plans or specifications.

#### B. REVIEW PROCEDURE, APPROVALS, DISAPPROVALS, FEES:

(1) All plans and specifications for buildings, fences, dog runs, walls, decks, gazebos, shed, swimming pools, accessory structures or facilities or other structures, landscaping or exterior additions and improvements shall be submitted to the Committee prior to commencement of any construction activity. Preliminary plans may be submitted to the Committee for receiving preliminary approvals.

(2) Plans and specifications shall include those items as deemed necessary by the Committee in order to adequately carry out their review. This may include, but is not limited to:

- a. complete plans and specifications as would be required by the Township in order to secure a building permit.

LIBER 3076 PAGE 968

- b. a dimensioned plot plan of the lot indicating the placement of all proposed improvements,
  - c. elevation drawings of the front, side and rear of the building, or elevations of any walls, fences or other structures,
  - d. a perspective drawing if necessary to interpret the exterior design,
  - e. data as to size, materials, colors and textures of any exterior improvements and accessory structures, including roof coverings, fences and walls,
  - f. landscape plan and data as to plant type, size and quantity,
- (3) During the review, the Committee may request additional information, data, drawings, or materials in order to fulfill its function of review.
- (4) No approval of the Committee shall be valid if the structure or improvement violates any of the restrictions set forth herein, except in cases where waivers have been granted in writing by the Association and/or Developer.
- (5) One set of blueprints, plans or data shall be left with the Committee until construction is completed.
- (6) The Committee may disapprove plans because of non-compliance with any of the restrictions set forth herein, or because of dissatisfaction with the grading and drainage plan, the location of the structure on the lot, the materials to be used, the color scheme, the finish, design, proportion, shape, height, style or appropriateness of the proposed improvement or alteration or any matter or thing, which, in the judgment of the Committee would not be in keeping with the character of the neighborhood of the Subdivision.
- (7) The Committee shall provide their approval or denial of the plans and specifications submitted in writing. The approval or denial shall be signed and dated by a member of the Committee.
- (8) The Committee may charge a review fee as established by the Association in its By-Laws for the purpose of reimbursing actual expenses of the Committee, including but not limited to professional review fees of independent contractors.

#### IV. BUILDING AND USE RESTRICTIONS

LIBER 3076 PAGE 869

**Lot Use.** No lot shall be used except for residential purposes. No building shall be erected, re-erected, moved, altered, placed, maintained, or permitted on any lot other than one (1) detached single family dwelling not to exceed two (2) stories in height (which height shall conform to the Township's requirements) plus an attached, private garage for not more than two (2) cars.

No business, trade profession or commercial activity of any kind shall be conducted in any building or on any portion of the property, except a builder's sales office and models may be used and maintained until all of the lots in the Subdivision have homes constructed (hereon and have been sold. At such time that all the lots are constructed and sold, the sales office and models, if occupying a residential structure shall be converted and sold as a residence, and if located in a trailer, shall be removed from the Subdivision.

**Grade Changes.** The final grade of any lot in the Subdivision may not be changed after original construction without written consent of the Developer and or Association. It shall be the responsibility of each Owner to maintain the surface drainage grades of his/her lot as established by the Developer. Each Owner covenants that he will not change the surface grade of his/her lot in a manner which will materially increase or decrease the storm water flowing onto or off of his lot and will not block, pond or obstruct surface water. The Board of Directors of the Association shall enforce this covenant and may enter upon the lots in the Subdivision to correct any violation of this covenant and shall charge the cost of the correction to the Owner who has violated this covenant.

**Signs.** No sign of any kind shall be displayed to public view on any lot except one (1) professional sign of not more than nine (9) square foot advertising the property for sale, or signs used by the builder to advertise the property during the construction and sales period. Such signs as are allowed must be maintained in good condition at all times and removed upon completion of their use.

**Nuisances.** No noxious or offensive activity or trade shall be conducted on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, except the construction of new houses on vacant lots.

**Animals.** No animals, livestock, or poultry of any kind shall be raised, bred, harbored or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. Household pets shall have such care as to not be objectionable or offensive to others due to noise, odor or unsanitary conditions. All domestic animals kept by a lot Owner shall be kept either on a leash or in a run or pen, and shall not be allowed to run loose or unattended.

LIBER 3076 PAGE 970

**Sight Distance Obstruction.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the lot lines and a line connecting them at points 25 feet from the intersection of the lot lines. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

**Litter and Pollution.** No lot owner shall throw or allow to accumulate on his/her or any other lot or any open space areas, trash, refuse or rubbish of any kind. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same shall not be kept except in sanitary containers properly concealed from public view. Garbage containers shall not be left at the curbside for more than twenty-four (24) hours in any one week.

No lot Owner, builder, sub-contractor or resident shall dump or otherwise dispose of chemicals, motor oil, paint, gasoline or petroleum distillates in, over or within the Subdivision or the sanitary or storm sewer drains serving the Subdivision.

**Weapons.** No lot Owner, builder, sub-contractor or resident shall use or discharge within the Subdivision, nor shall he/she permit any invites or guests to use or discharge within the Subdivision, any B-B guns, firearms, rifles, shotguns, handguns, pellet guns, crossbows or archery equipment.

**Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats. Within these easements no structure, planting or other material shall be placed or be permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easements. Except as may be otherwise provided herein, each resident shall maintain the surface areas of easements within his property to keep grass and weeds cut, to keep the area free of trash and debris and to take such action as may be necessary to eliminate or minimize surface erosion.

**Lot Stabilization.** The lot Owner shall install or have installed within one year from date of purchase sod or seed and mulch covering the exposed earth of the lot. From said date of purchase the lot shall be kept mowed, free of weeds and well maintained at all times by the lot owner.

LIBER 3076 PAGE 971

**Floodplain.** Floodplain. The 100-year flood elevation of the West Branch of Paint Creek varies within the Subdivision as defined on the recorded Streamwood Sub. No. 1 Plat. There shall be no filling or occupation of the 100-year floodplain area without prior written approval of the Michigan Department of Natural Resources. Furthermore, any building used or capable of being used for residential purposes and occupancy within or affected by the floodplain shall comply with the following requirements:

- (i) Have lower floors, excluding basements, not lower than the elevation defining the floodplain limits,
- (ii) Have openings into the basement, not lower than the elevation defining the floodplain limits,
- (iii) Have basement walls and floors, if below the elevation defining the floodplain limits, which are watertight and designed to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the floodplain limits following methods and procedures outlined in chapter 5 for type A construction and chapter 6 for class 1 loads found in the publication entitled "Flood Proofing Regulations," EP 1165 2314, prepared by the office of the chief of engineers, United States Army, Washington, DC, June 1972.
- (iv) Be equipped with a positive means of preventing sewer lines and drains which serve the building.
- (v) Be properly anchored to prevent flotation.

The floodplain restrictions contained herein are to be observed in perpetuity, excluded from any time limitations set forth in this declaration, and may not be amended.

#### **B. STRUCTURAL RESTRICTIONS:**

**Building set-backs.** All building set-backs and sideyards must conform to the requirements set by the Township.

**Dwelling size.** No one story dwelling shall be erected or placed on any residential lot in the subdivision which has a floor area of the main structure, exclusive of open porches, decks and garages, of less than that permitted by the pertinent zoning ordinances of the Township of Ypsilanti.

**Fences, Dog Runs.** No fence or wall shall be erected, placed or altered on any lot nearer to any front street than the front building set back line.

LIBER 3076 PAGE 972

Dog runs shall be permitted at the rear of the house only. All approved fences or dog runs must meet the building and zoning codes of the Township and have received the necessary permits and inspections as may be required.

**Temporary Structures.** No inoperative vehicles, commercial vehicles, house trailers or mobile trailers, boats or boat trailers, campers, snowmobiles or snowmobile trailers, motorcycles or motorcycle trailers or trailers of any kind shall be permitted to be parked or stored on any lot in said Subdivision unless such vehicle/s are parked or stored in a garage on said lot which conforms to the requirements pertaining to the construction of garages.

Commercial vehicles and trucks shall not be parked in the Subdivision except while making normal deliveries or pickups in the normal course of business.

Tents for entertainment or recreational purposes are permitted for periods not to exceed forty-eight (48) hours. The Developer and/or Association, or its authorized representatives, may grant exceptions to this restriction as it is deemed suitable.

A construction trailer or temporary storage building for the storage of materials and supplies, may be maintained by each Builder or independent contractor contracting with any lot Owner or Builder during the period when new houses are under construction in the Subdivision by the Builders.

**Temporary residence.** No trailer, tent, camper, boat, basement, shack, shed, garage, barn or other building erected in the Subdivision, except a completed single family residence, shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary nature be used as a residence.

No temporary occupancy shall be permitted in unfinished buildings.

**Accessory Structures, Gazebos, Sheds.** Gazebos, Sheds and other accessory structures or features may be installed in the rear yard only when approved by the Developer and/or Architectural Control Committee of the Association. All approved gazebos, sheds or other accessory structures or features must meet the building and zoning codes of the Township and have received the necessary permits and inspections as may be required.

**Antennas.** No radio, television or other communication antenna or structure of any type will be installed on or outside of any residence. Antennas may be installed or placed in the interior or on a residence only. The Developer and or Architectural

LIBER 3076 PAGE 973

Control Committee of the Association, may grant exceptions to this restriction as it is deemed suitable.

Maintenance of Structural Improvements. Each Owner shall keep all structural improvements on their lot in good condition and in good repair at all times.

Swimming Pools. Swimming pools and fencing incidental thereto may be installed only when approved by the Developer and/or the Architectural Control Committee of the Association. Any permitted swimming pools and fencing incidental thereto shall be constructed to the rear of the house and maintained in a safe and sanitary condition. All approved swimming pools and fencing incidental thereto must meet the building and zoning codes of the Township and have received the necessary permits and inspections as may be required.

WITNESSES:

*Mary Ann Dalalish*  
MARY ANN DALALISH  
*Rosemary S. Wilson*  
ROSEMARY S. WILSON

STREAMWOOD INVESTMENT LIMITED PARTNERSHIP,  
a Michigan Limited Partnership

By: *Hal Rosin*  
Hal Rosin, President of Streamco  
a Michigan Corporation,  
General Partner

Address: 24442 Michigan Avenue  
Dearborn, Michigan 48124  
Phone: (313) 555-2800

STATE OF MICHIGAN )  
                          )ss.  
COUNTY OF Oakland

On this 02 day of November, 1994 before me personally appeared HAL ROSIN, who being by me duly sworn did say that he is the President of Streamco, a Michigan Corporation, whom is the General Partner of STREAMWOOD INVESTMENT LIMITED PARTNERSHIP, a Michigan Limited Partnership and that the said HAL ROSIN acknowledged the said instrument to be the free act and deed of said corporation.

*Rosemary S. Wilson*  
Rosemary S. Wilson  
Notary Public of Oakland County, MI

My Commission Expires: 11/12/96

Drafted by:  
Millpointe West, Ltd.  
41050 Vincennes Court  
Novi, MI 48375

When Recorded Return to:  
Millpointe West, Ltd.  
41050 Vincennes Court  
Novi, MI 48375

Liber 03164 Page 0198

SCANNED

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

STREAMWOOD SUB. NO. 8  
YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN  
Lots 459 through Lot 608

RESTRICTIONS RE: STREAMWOOD SUB. NO. 8 (hereinafter called "Subdivision"), Lots 459 through Lot 608, part of the Northwest 1/4 of Section 33 T. 3 S., R. 7 E., Township of Ypsilanti, Washtenaw County, Michigan, a plat recorded in Liber 30, Pages 10, through 15, Washtenaw County Records.

Dated: June 9, 1995

These restrictions are covenants which shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless it is on that date or at the end of any such period agreed, by a vote of the then owners of a majority of the lots included in the above described land, to change such restrictive covenants in whole or in part or to cancel them. This paragraph shall not apply to the restrictions contained within Paragraph II. A. and B. and subparagraphs thereunder, which are to be observed in perpetuity and amended only upon the written consent of the Charter Township of Ypsilanti, its successors or assigns.

If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant in order to prevent him or them from so doing.

Invalidation of any of these covenants by judgment or court order shall, in no wise affect any of the other provisions which shall remain in full force and effect.

1

606143

Liber 03164 Page 0199

**I. DEFINITIONS**

"Architectural Control Committee" shall mean and refer to a representative subgroup of the Association, appointed in accordance to the By-laws of the Association once created. Prior to the creation of the Association, the Architectural Control Committee shall be composed of three (3) representatives of the Developer, any of whom can act alone on behalf of said Committee and each of whom can resign, with a successor being appointed by the remaining two (2) members.

"Association" shall mean and refer to the Streamwood Subdivision Homeowners Association.

"Builder" shall mean and refer to any person or entity who acquires a lot for the purposes of engaging in and does engage in the business of constructing residential buildings for the purpose of resale and not for his own use.

"By-Laws" shall mean and refer to the By-Laws of the Association.

"Common Areas" shall mean and refer to those areas of land as set forth on the recorded plat of the Subdivision and intended to be owned by the Association and devoted to the common use and enjoyment of the Owners of the lots and any improvements thereon, and said term shall include without limitation park areas, pathways and the storm water basins.

"Developer" shall mean and include Millpointe West, Ltd., a Michigan corporation or its assigns.

"Lot" shall mean and refer to any numbered lot shown on the recorded plat of the Subdivision and any future subdivision hereafter annexed.

"Members" shall mean and refer to all those Owners who are members of the Association as hereinafter set forth.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lots, not including any land contract vendor or mortgagee, unless and until

2

Liber 03164 Page 0200

such land contract vendor or mortgagee shall have acquired fee simple title pursuant to foreclosure or any proceedings of conveyance in lieu of foreclosure. When more than one person or entity has an interest in the fee simple title to any lot, the interest of all such persons collectively shall be that of a single owner.

"Subdivision" shall mean and refer to Streamwood Sub. No. 8, Lots 459 through 608 as a plat recorded in Liber 30, Pages 11 through 15, Washtenaw County Records.

"Township" shall mean and refer to the Charter Township of Ypsilanti.

## II. STREAMWOOD SUBDIVISION HOMEOWNERS ASSOCIATION

### A. CREATION, RESPONSIBILITIES, ASSESSMENTS, COLLECTIONS:

(1) The Developer shall establish a Michigan non-profit corporation for a perpetual term under the laws of the State of Michigan with the name "Streamwood Subdivision Homeowners Association", hereinafter referred to as the Association.

(2) The Developer shall deed whatever interest it may have in the Common Areas to the Association by quit claim deed. Upon execution and delivery of such deed, the Association shall have full responsibility for the ownership, control, improvement, operation, and maintenance thereof, and the Developer shall have no further responsibility or liability in that regard. If the Developer should choose not to construct a home on any lot within the subdivision, he may deed it to the Association by Quit Claim Deed and upon execution and delivery of such deed, the Association shall have full responsibility for the ownership, payment of ad valorem taxes, control, improvement, operation, and maintenance thereof, and the Developer shall have no further responsibility or liability in that regard.

(3) The entire membership interest in the corporation shall be owned initially by the Developer who shall within thirty (30) days following recording of these Covenants, Conditions and

3

Liber 03164 Page 0201

Restrictions appoint the Directors of the Association and retain such membership interest until the Developer shall have sold and conveyed 95% of the platted lots in the Subdivision or such time prior thereto as shall be elected by the Developer.

(4) At the time provided in Subparagraph (3) immediately above, the membership interest in the said corporation shall be transferred to the Owners of the lots in the Subdivision, one (1) membership interest for each lot, and the lot Owners shall all succeed to the ownership of the Association, and the Directors of the Association shall thereafter be elected by the members of the Association. Membership shall be mandatory by each Owner.

(5) Immediately following appointment by the Developer of the Directors of the Association, said Directors shall proceed to adopt suitable By-Laws for the governance of the Association, which By-Laws shall also delineate the powers and functions of the Association not described herein. The Board of Directors of the Association shall adopt an annual budget which shall include an adequate allowance for any taxes, insurance and the maintenance of the Common Areas. The Board shall advise each member of the amount of the required contribution from each member which shall be necessary to defray the operating costs of the Association, including the costs of maintaining the Common Areas. The required contribution shall be an assessment on each lot and lot owner.

(6) By accepting a deed to a lot in the Subdivision, each Owner agrees that the annual assessment for operating costs of the Association, including maintenance as aforesaid, shall be a lien on the lot owned by each Owner from the date a notice of such lien is recorded as permitted pursuant to Paragraph II. A. (8) and that the payment of the amount of each annual assessment shall, in addition, be a personal obligation of each Owner.

(7) The annual assessment on each lot and Owner as established by the Board of Directors of the Association shall be paid to the Association within the time limited by resolution of the Board of Directors.

(8) In the event of non-payment of the assessment by any Owner, the Association may proceed to collect the assessment by action of law or by recording a notice of and foreclosing the lien granted

4

Liber 03164 Page 0202

to the Association by each Owner. The remedy of the Association in the event of nonpayment shall be cumulative and the Association shall not be deemed to have waived any other remedy by its proceeding in any form to effect collection.

(9) Lots owned by the Developer or Builder shall not be subject to assessment; provided, however, any lot owned by the Developer or Builder shall not be exempt from assessment by the Township.

(10) The lien arising from assessments as provided for herein shall be subordinate to the lien of any first mortgage issued by an institutional lender for land development purposes, builder's construction loans, or a first and mortgage loan. The sale or transfer of any lot pursuant to a first mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments due prior to such sale or transfer.

(11) Developer reserves the right to amend, modify, alter or waive, in whole or in part, these restrictions, with respect to their application to any portion of Streamwood Sub. No. 8 which it has not sold and conveyed. Such reservation of rights shall endure for the lessor of (i) the period during which Developer shall retain the fee title to more than 30% of the total assessed valuation of lots in Streamwood Sub. No. 8, or (ii) a period of twenty years from the date of this Declaration.

**B. OBLIGATIONS OF THE ASSOCIATION, COMMON AREAS, SUBDIVISION RESTRICTIONS, MAINTENANCE AND REPAIR AND LITIGATION:**

(1) The principal function of the Association shall be the enforcement of restrictions imposed on the lots and Owners in the Subdivision as found in these Covenants, Conditions and Restrictions, the Landscape Maintenance Agreement, the Storm Drainage System Maintenance Agreement, the establishment of reasonable rules and regulations for the use of the Common Areas within the Subdivision, and maintenance of the Common Areas not addressed in the above referenced Maintenance Agreements.

(2) The Association may, in the discretion of its Board of Directors, promote and advance the interest of the Members,

5

Liber 03164 Page 0203

establish social programs, and establish programs and policies which will improve the Subdivision and assist Owners.

(3) Maintenance of the Common Areas shall include, but not be limited to:

- a. Periodic mowing of grass areas no less than three (3) times each growing season,
- b. removal of all debris from catchment areas, landscaped areas, including litter, branches and other objects which are unsightly,
- c. periodic inspection of the storm drainage system facilities and right-of-way improvements, to ensure outlet or control pipes are not clogged and remain clear, and that structures and related facilities in the right-of-way are in good repair and working condition,
- d. repair of erosion in banks, swales, berms, dams or general lawn areas,
- e. repair or replacement of any component part of the storm drainage system which has been broken, removed or otherwise not functioning as designed,
- f. repair and replacement of structures and related facilities within the right-of-way if non functioning, damaged or removed,
- g. elimination of undesirable insects and animals,
- h. cutting, repair and replacement of overgrown, damaged or dead plant material, trees, shrub or sod.

(4) The By-Laws of the Association shall establish a procedure governing the initiation, maintenance and monitoring of litigation, except for actions to enforce the By Laws of the Association and to collect delinquent assessments. The By-Laws shall provide that such procedure may be amended, altered or repealed only by a vote of not less than two thirds of all members of the Association.

6

Liber 03164 Page 0204

(5) The Developer and/or the Association hereby grant an irrevocable license to the Township, its employees, agents, independent contractors, successors, and assigns to enter only to the extent necessary, the Subdivision as recorded, at any time for the purpose of inspecting, repairing, maintaining, removing, installing, reinstalling and constructing any improvements which are the subject of any agreement between the Developer and/or the Association and the Township, or the Developer and/or the Association and the Washtenaw County (hereinafter the County). Notwithstanding any of the foregoing, the license granted pursuant to this paragraph shall not entitle the Township, its employees, agents, independent contractors, successors and assigns, to do any act or thing or exercise any power which would interfere with or disturb the use or enjoyment, future or otherwise, of the Developer, its successors, and assigns, Owners or the Association.

(6) The Developer and/or Association and Owners shall be responsible for the care, maintenance operation, inspection, repair, replacement, improvement, installation, construction and management of all of the Common Areas of the Subdivision. In the event the Developer and/or Association and Owners fail or refuse to provide the necessary care, maintenance, operation, inspection, repair, replacement, installation, construction or management, the Township shall have the right to assess all costs, expenses and charges for the same against the Association and the Owners according to such apportionment as is set forth in the By-Laws of the Association. The Developer and/or Association and the Owners, their agents, representatives, successors and assigns shall be severally, and not jointly, liable for each such proportionate share of the cost and expenses incurred by the Township to discharge such responsibilities. Such costs, expenses and charges shall be due and owing upon written demand and notice by the Township to the Developer and/or Association at the last known address as filed with the Township Clerk, and to the address of the Owners as set forth in the existing tax rolls. Such notice shall be sent by first class mail, postage prepaid and a proof of service of such mailing shall be evidence of the Township's compliance with the notice requirement contained herein. In addition to the other methods of collection, the Township shall have the right to place such assessments on the Township tax rolls of the property or lot in question, and collect the same in the

7

Liber 03164 Page 0205

same manner as any property tax or assessment. The foregoing shall not be the exclusive right or remedy of the Township, and the rights and remedies provided to the Township by statute, ordinance, agreement or other provision of these restrictions shall be preserved.

(7) Entry upon the Subdivision by the Township, its agents employees or independent contractors pursuant to Paragraph II. B. (4) shall not constitute a dedication to the Township or an acceptance of title by the Township. The township does not by its exercise of any right under this license constitute directly or indirectly the Association or the Developer as the agents or beneficiaries of the Township and the Township shall in any event retain its full governmental immunity. Any act, right or obligation of the township, either specifically or by implication, arising from or occurring as a result of these restrictions shall be done or omitted by the Township in its sole and exclusive discretion. Except for the actual negligence of the Township or its employees, agents, representatives and contracting parties, the Township shall not be liable for damages, by specific performance or otherwise through the Developer and/or Association of any Owner, by reason of or from any matter in connection with these restrictions.

### III. ARCHITECTURAL REVIEW

#### A. CREATION, LIABILITY, RESPONSIBILITIES:

(1) No building, fence, dog run, wall, deck, gazebo, shed, swimming pool, accessory structure or facility or other structure, landscaping or exterior improvement shall be commenced, erected, changed, revised or maintained on any lot, nor shall any exterior addition, or change or alteration in the exterior appearance of the dwelling unit be commenced until the plans and specifications have been submitted, reviewed and approved of in writing by the Architectural Control Committee (hereinafter the "Committee").

(2) The Committee shall be a representative sub-group of the Association, appointed in accordance to the By-Laws of the Association once created. Prior to the creation of the Association, the Architectural Control Committee shall be composed

8

Liber 03164 Page 0206

of three (3) representatives of the Developer, any of whom can act alone on behalf of said Committee and each of whom can resign, with a successor being appointed by the remaining two (2) members.

(3) Neither the Developer nor the Committee shall have any liability whatsoever for the approval or disapproval of any plans or specifications.

**B. REVIEW PROCEDURE, APPROVALS, DISAPPROVALS, FEES:**

(1) All plans and specifications for buildings, fences, dog runs, walls, decks, gazebos, shed, swimming pools, accessory structures or facilities or other structures, landscaping or exterior additions and improvements shall be submitted to the Committee prior to commencement of any construction activity. Preliminary plans may be submitted to the Committee for receiving preliminary approvals.

(2) Plans and specifications shall include those items as deemed necessary by the Committee in order to adequately carry out their review. This may include, but is not limited to:

- a. Complete plans and specifications as would be required by the Township in order to secure a building permit,
- b. a dimensioned plot plan of the lot indicating the placement of all proposed improvements,
- c. elevation drawings of the front, side and rear of the building, or elevations of any walls, fences or other structures,
- d. a perspective drawing if necessary to interpret the exterior design,
- e. data as to size, materials, colors and textures of any exterior improvements and accessory structures, including roof coverings, fences and walls,
- f. landscape plan and data as to plant type, size and quantity:

9

Liber 03164 Page 0207

(3) During the review, the Committee may request additional information, data, drawings, or materials in order to fulfill its function of review.

(4) No approval of the Committee shall be valid if the structure or improvement violates any of the restrictions set forth herein, except in cases where waivers have been granted in writing by the Association and/or Developer.

(5) One set of blueprints, plans or data shall be left with the Committee until construction is completed.

(6) The Committee may disapprove plans because of non-compliance with any of the restrictions set forth herein, or because of dissatisfaction with the grading and drainage plan, the location of the structure on the lot, the materials to be used, the color scheme, the finish, design, proportion, shape, height, style or appropriateness of the proposed improvement or alteration or any matter or thing, which, in the judgment of the Committee would not be in keeping with the character of the neighborhood of the Subdivision.

(7) The Committee shall provide their approval or denial of the plans and specifications submitted in writing. The approval or denial shall be signed and dated by a member of the Committee.

(8) The Committee may charge a review fee as established by the Association in its By-Laws for the purpose of reimbursing actual expenses of the Committee, including but not limited to professional review fees of independent contractors.

IV. BUILDING AND USE RESTRICTIONS

Lot Use. No lot shall be used except for residential purposes. No building shall be erected, re-erected, moved, altered, placed, maintained, or permitted on any lot other than one (1) detached single family dwelling not to exceed two (2) stories in height (which height shall conform to the Township's requirements) plus an attached, private garage for not more than two (2) cars.

10

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Liber 03164 Page 0208

No business, trade profession or commercial activity of any kind shall be conducted in any building or on any portion of the property, except a builder's sales office and models may be used and maintained until all of the lots in the Subdivision have homes constructed thereon and have been sold. At such time that all the lots are constructed and sold, the sales office and models, if occupying a residential structure shall be converted and sold as a residence, and if located in a trailer, shall be removed from the Subdivision.

Grade Changes. The final grade of any lot in the Subdivision may not be changed after original construction without written consent of the Developer and or Association. It shall be the responsibility of each Owner to maintain the surface drainage grades of his/her lot as established by the Developer. Each Owner covenants that he will not change the surface grade of his/her lot in a manner which will materially increase or decrease the storm water flowing onto or off of his lot and will not block, pond or obstruct surface water. The Board of Directors of the Association shall enforce this covenant and may enter upon the lots in the Subdivision to correct any violation of this covenant and shall charge the cost of the correction to the Owner who has violated this covenant.

Signs. No sign of any kind shall be displayed to public view on any lot except one (1) professional sign of not more than nine (9) square foot advertising the property for sale, or signs used by the builder to advertise the property during the construction and sales period. Such signs as are allowed must be maintained in good condition at all times and removed upon completion of their use.

Nuisances. No noxious or offensive activity or trade shall be conducted on any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood, except the construction of new houses on vacant lots.

Animals. No animals, livestock, or poultry of any kind shall be raised, bred, harbored or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. Household pets shall have such care as to not be objectionable or offensive

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Liber 03164 Page 0209

to others due to noise, odor or unsanitary conditions. All domestic animals kept by a lot Owner shall be kept either on a leash or in a run or pen, and shall not be allowed to run loose or unattended.

**Sight Distance Obstruction.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the lot lines and a line connecting them at points 25 feet from the intersection of the lot lines. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

**Litter and Pollution.** No lot owner shall throw or allow to accumulate on his/her or any other lot or any open space areas, trash, refuse or rubbish of any kind. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same shall not be kept except in sanitary containers properly concealed from public view. Garbage containers shall not be left at the curbside for more than twenty-four (24) hours in any one week.

No lot Owner, builder, sub-contractor or resident shall dump or otherwise dispose of chemicals, motor oil, paint, gasoline or petroleum distillates in, over or within the Subdivision or the sanitary or storm sewer drains serving the Subdivision.

**Weapons.** No lot Owner, builder, sub-contractor or resident shall use or discharge within the Subdivision, nor shall he/she permit any invites or guests to use or discharge within the Subdivision, any B-B guns, firearms, rifles, shotguns, handguns, pellet guns, crossbows or archery equipment.

**Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats. Within these easements no structure, planting or other material shall be placed or be permitted to remain which may

12

Liber 03164 Page 0210

damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easements. Except as may be otherwise provided herein, each resident shall maintain the surface areas of easements within his property to keep grass and weeds cut, to keep the area free of trash and debris and to take such action as may be necessary to eliminate or minimize surface erosion.

**Lot Stabilization.** The lot Owner shall install or have installed within one year from date of purchase sod or seed and mulch covering the exposed earth of the lot. From said date of purchase the lot shall be kept mowed, free of weeds and well maintained at all times by the lot Owner.

**B. STRUCTURAL RESTRICTIONS:**

**Building Set-backs.** All building set-backs and side yards must conform to the requirements set by the Township.

**Dwelling Size.** No one story dwelling shall be erected or placed on any residential lot in the subdivision which has a floor area of the main structure, exclusive of open porches, decks and garages, of less than that permitted by the pertinent zoning ordinances of the Township of Ypsilanti.

**Fences, Dog Runs.** No fence or wall shall be erected, placed or altered on any lot nearer to any front street than the front building set-back line.

**Dog runs** shall be permitted at the rear of the house only. All approved fences or dog runs must meet the building and zoning codes of the Township and have received the necessary permits and inspections as may be required

**Temporary Structures.** No inoperative vehicles, commercial vehicles, house trailers or mobile trailers, boats or boat trailers, campers, snowmobiles or snowmobile trailers, motorcycles or motorcycle trailers or trailers of any kind shall be permitted to be parked or stored on any lot in said subdivision unless such

13

Liber 03164 Page 0211

vehicles are parked or stored in a garage on said lot which conforms to the requirements pertaining to the construction of garages.

Commercial vehicles and trucks shall not be parked in the Subdivision except while making normal deliveries or pickups in the normal course of business.

Tents for entertainment or recreational purposes are permitted for periods not to exceed forty-eight (48) hours. The Developer and/or Association, or its authorized representatives, may grant exceptions to this restriction as it is deemed suitable.

A construction trailer or temporary storage building for the storage of materials and supplies, may be maintained by each Builder or independent contractor contracting with any lot Owner or Builder during the period when new houses are under construction in the Subdivision by the Builders.

Temporary Residence. No trailer, tent, camper, boat, basement, shack, shed, garage, barn or other building erected in the Subdivision, except a completed single family residence, shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary nature be used as a residence.

No temporary occupancy shall be permitted in unfinished buildings.

Accessory Structures, Gazebos, Sheds. Gazebos, sheds and other accessory structures or features may be installed in the rear yard only when approved by the Developer and/or Architectural Control Committee of the Association. All approved gazebos, sheds or other accessory structures or features must meet the building and zoning codes of the Township and have received the necessary permits and inspections as may be required.

Antennas. No radio, television or other communication antenna or structure of any type will be installed on or outside of any residence. Antennas may be installed or placed in the interior or on a residence only. The Developer and/or Architectural Control Committee of the Association, may grant exceptions to this restriction as it is deemed suitable.

14

Liber 03164 Page 0212

Maintenance of Structural Improvements. Each Owner shall keep all structural improvements on their lot in good condition and in good repair at all time.

Swimming Pools. Swimming pools and fencing incidental thereto may be installed only when approved by the Developer and/or the Architectural Control Committee of the Association. Any permitted swimming pools and fencing incidental thereto shall be constructed to the rear of the house and maintained in a safe and sanitary condition. All approved swimming pools and fencing incidental thereto must meet the building and zoning codes of the Township and have received the necessary permits and inspections as may be required.

15