

**DIXBORO FARMS
DEED RESTRICTIONS
PROTECTIVE COVENANTS**

The undersigned, being owners of the property known as Dixboro Farms, as described on the attached exhibit known as Exhibit A do, this day of , 2001 ;

HEREBY DECLARE THAT the following general restrictions are covenants running with the land, binding on the heirs, personal representatives, successors and assigns of the Grantors, and the Grantees of all individual parcels in said development, for the time limited in this instrument, with the specific exception of those restrictions enumerated in paragraphs 1, 2, 7, 9, 10, 16 and 23 which shall run with the land in perpetuity.

DEVELOPER is Philip F. Conlin, who's principal address is 2455 S. Industrial, Ste. K, Ann Arbor, Michigan 48104. (734) 668-4600.

USES OF PROPERTY

1. **RESIDENTIAL USE**. Each lot in the development shall be used and occupied for single family residence purposes only. No building or other structure shall be permitted on any lot other than a single family dwelling with an attached garage of not less than three car capacity; except that a swimming pool, tennis court, or similar facility, walls or other accessory buildings may be built in such manner and location deemed to be in harmony with the character of the development, and in conformance with these building and use restrictions, and in conformance with all governmental regulations. Fences are expressly prohibited except as approved in the same manner as set forth in Paragraph 23.

2. **EASEMENTS**. Easements for installation and maintenance of utilities, entranceways and/or storm drains or any other purpose are shown on the grading plan (attached hereto Exhibit B). After such utilities, entranceways and/or storm drains or other utilities have been installed, planting, or other lot line improvements shall be allowed as long as access without charges be allowed for the utilities, entranceways and/or storm drains or other improvements installed or for the installation of additional utilities, entranceways and/or storm drains. Property shall be restored to its original condition.

- a) Every parcel owner shall maintain easements, located within their parcel, in a neat and orderly manner including mowing and debris removal.
- b) Prior to the installation of any driveway culverts located in road right of ways, the parcel owner shall obtain from the developer the size and installation specifications for such culvert and shall install such culvert pursuant to such size and installation specifications all subject to the final approval of the developer. Said culvert must be installed prior to any site preparation or construction.

3. **UTILITIES**. No utilities other than underground utilities, shall at any time be installed on any

property contained within that described in the above mentioned exhibits.

4. **OWNER**. Shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Parcel which is a part of the Properties, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

5. **PROPERTY OWNERS ASSOCIATION**.

a) There is hereby established the Dixboro Farms Property Owners Association, which shall be incorporated as a Michigan non-profit corporation, herein referred to as "ASSOCIATION". The Property Owners Association is to consist of the owners of the residential parcels in the Dixboro Farms Development recorded or to be recorded. Association directors shall be appointed by the Developer, or his assigns, after 50% of the parcels have been sold and developed.

The Developer shall appoint the Board of Directors within thirty (30) days following sale and development of 50% of said parcels and said Board shall proceed to adopt suitable By-Laws for the government of the Association. Each residential parcel shall be entitled to one (1) vote in the Association. When 90% of said parcels have been sold, the Directors shall be elected by the members of the Association and the terms of the then existing Directors shall forthwith terminate.

b) The Association shall have the right and power in its own name to take and prosecute all suits, legal, equitable or otherwise which may be, in the opinion of the Association, necessary or advisable for any purpose deemed for the benefit of the Association members.

6. **MAINTENANCE FUND**.

a) All lands included in the development, whether owned by the Developer, Association, or by others, shall be subject to an annual maintenance charge at the rate of \$350.00 per parcel, and at such rate as may be determined by the Association for each year thereafter, for the purpose of creating a fund to be known as the Maintenance Fund, to be paid by the respective property owners within the entire development, annually in advance, on the first day of January in each year, commencing with January 1, 2001.

b) Said annual charge may be adjusted from year to year by the Association, as the needs of the property may in their judgment require, but in no event shall such a charge be raised above \$700.00 per parcel, except by the approval and consent of 51% of the members of the Association, present and voting at any meeting thereof, or represented by written proxy which approval and consent shall make any such additional assessment binding upon all of the owners of the property in said development.

c) Said maintenance fund shall be used for benefits and obligations of the Association and

members thereof including liability insurance, taxes, road surface repair or replacement, snow removal, road sign maintenance, entrance sign maintenance, gatehouse maintenance, drainage easement maintenance, lawn mowing at entrance areas, etc., and for other needs necessary or advisable in the opinion of the Association for the maintenance and improvement of the Development.

- d) It is expressly agreed that the Maintenance Fund charges referred to herein shall be a lien, along with any and all expenses incurred for said lien, on the property to which said charges are made. It is further agreed that by the acceptance of title to any parcel, the owners from the time of acquiring title thereto, shall be held to these covenants and agree to pay the Association all charges provided for herein, which were then due and unpaid, to the time of their acquiring the title, and all such charges thereafter falling due the ownership thereof. Any mortgagee who subsequently becomes an owner of the parcel shall be subject to payment of these charges the same as any other owner. A Certificate in writing issued by the Association or its agent shall be given on demand to any owner liable for said charges. This Certificate shall be binding on said parties hereto.

7. DIXBORO FARMS ROADS AND ROAD MAINTENANCE.

- a) Dixboro Farms roads and road rights-of-way are to remain a permanent and private (or until such time as the roads become public) equal and exclusive vehicular and pedestrian ingress and egress benefit for the use and enjoyment of the property owners.
- b) Each property owner shall have equal undivided title and interest in the road and road rights-of-way of Dixboro Farms. This interest shall be mandatory for all property owners and any future property owners in perpetuity and shall run concurrent with the ownership of the property.
- c) An AGREEMENT AND COVENANTS FOR ROADWAY RIGHT OF WAY is recorded simultaneously herewith.

8. DRAINAGE DISTRICT.

- a) This entire development will be a drainage area, with specific drainage easements within this development, dedicated to Washtenaw County Drain Commission.
- b) No grading or berming shall be permitted that will impede the natural flow of surface water onto or off any parcel other than to direct water around drainfields or homes.
- c) There are additional surface drainage easements as shown on the grading plan (attached hereto Exhibit B) that specifically effect most parcels. Because these parcels are effected by surface drainage, which effects other parcels, extreme care should be used when grading, berming or diverting the natural flow of surface water on to or off of these parcels.
- d) It may be necessary, from time to time, for the general cleaning and maintenance of drainage

easements. The funds for these services shall be appropriated by the Property Owners Association from the Maintenance Fund.

9. **SUBDIVISION ENTRANCE SIGN**. Parcel number 34 shall have a maximum 3,000 square foot easement for development entrance signs and plantings and agree to allow duly authorized representatives of the Association access to this area for maintenance and repair.

10. **BUILDING AND USE RESTRICTIONS**.

a) **LAND USE AND BUILDING TYPE.** All land shall be used for single family residential purposes. No building or structure shall be erected, altered, placed, or permitted to remain on any parcel of the subject property other than one detached single family dwelling and accessory buildings appropriate to single family dwellings.

b) **MINIMUM SIZE.** No structure shall be erected, placed or altered on any parcel of property not in conformance with the following minimum size requirements as to living area, measurements to be made of external walls:

Living area shall contain a minimum of 3,000 square feet. A minimum of 1,500 square feet of living area is required on the first floor for multi-story homes.

Garages, carports, porches, and breezeways shall not be included in computing such required living area. No part of the residence more than 2/3 below ground level shall be included in computing such required living area.

c) **GARAGES.** Every home shall have an attached side entry garage of not less than three car capacity. No door of an attached garage may face subdivision roads.

d) **MAILBOXES.** If necessary the Developer shall install a uniform mailbox post for each parcel at a maximum charge to the parcel owner of \$100.00. All newspaper receptacles must be attached to mailbox post if applicable.

e) **TYPE OF CONSTRUCTION.** Exterior materials to be used must be approved by the Developer. All chimneys that are on the outside of the home must be masonry or similar approved material, all other chimneys must have a decorative or ornamental top approved by Developer. No T-III or plywood siding allowed. All construction work shall be done under the supervision of a licensed builder.

f) **ROAD, ROAD SHOULDER, ROAD SIDE DITCHES AND DRAINAGE WAYS.** During construction periods any damage to road, road shoulder, road side ditches and drainage ways shall be repaired at the sole cost and expense of the parcel owner for whom construction is being performed. Such damage, shall be defined by the Developer or the Association, and shall include, but is not limited to; broken pavement, squashed culverts, ruts in drainage ways, erosion sediment from parcel and regrading.

If damage occurs, the Developer or Association, shall give written notice to the parcel owner as to the extent of such damage. The parcel owner shall repair said damage within 30 days after receiving said notice. Time extensions may be granted due to adverse weather conditions. After 30 days plus any adverse weather extensions the Developer or Association may repair such damage and bill the parcel owner. If said costs are not paid within 30 days, Developer or Association may place a lien upon the subject parcel for such charges plus all appropriate legal expenses, or any other actions which may be permitted by law.

11. **BUILDING APPROVAL**. No dwelling, structure, swimming pool, fence, TV disc, permanent sports type outdoor court or facility, out building, or other development shall be permitted upon any parcel in the development, nor shall any grade in the development be changed or other construction work done, unless Developer's written approval is obtained in advance as follows: The proposed plot plan, construction plans and specifications shall be submitted in duplicate to the Developer, for approval and said written approval received prior to submission to Salem Township for a Zoning Compliance Permit or Building Permit. The plot plans shall show the finished grade, the plot, the location of the dwelling, mailbox post and all other buildings and structures. The construction plan and specifications shall show the size, square footage, type and materials of exterior construction together with the grade and elevation of all buildings and structures and shall provide other pertinent construction details. One copy of these plans and specifications shall be permanently retained by the Developer. Developer shall not give its approval to the proposal unless in its sole and absolute opinion such construction and development will comply in all respects with the building and use restrictions set forth in this document; nor shall Developer give its approval unless the external design, materials and location of the construction proposal shall be in harmony with the character of the development as it develops and with the topography and grade elevations both of the parcel upon which the proposed construction is to take place, and the neighboring parcels in the development. Developer shall have the right to assign his responsibilities and authority hereunder to a third party. If anyone begins any such construction without the above stated approval, he hereby agrees to forthwith completely remove such construction upon being informed by the Developer, regardless of the stage of completeness of such construction. If it is not appropriately removed, the Developer has the full right to enter upon such property and cause such construction to be removed; the cost of removal plus all appropriate legal expenses etc. shall be chargeable to the parcel owner and the Developer may place a lien upon the subject parcel for such charges plus applicable interest.

- a) This paragraph 11 shall not be changed or amended while Developer or his assigns retain ownership to any parcels within the development.
- b) Parcel owners should be aware that Salem Township may require the following information for application of a building permit:
 - 1) existing and proposed elevations at property corners.
 - 2) drainage arrows
 - 3) on-site benchmark clearly identified and visible and well secured
 - 4) first floor elevation
 - 5) site plan

12. **CONSTRUCTION PROGRESS**. The building alteration or repair of any dwelling or structure in the development, once commenced, shall be completed as soon as reasonably possible; and in the event construction progress ceases for a period of more than one hundred twenty (120) days, except due to strikes, acts of God, or other conditions beyond the control of the builder, Developer is authorized to demolish it and clear the property, or to complete it; and in either event the expense involved shall be charged against and be a lien upon the subject parcel. All unused building materials and temporary construction shall be removed from the development within ten (10) days after substantial completion of construction. The portion of the ground surfaces which is disturbed by excavation and other construction work, shall be final graded and seeded or covered with other landscaping as soon as the construction work and weather permits, but not more than eight (8) months after a Certificate of Occupancy is issued.

13. **UNFINISHED STRUCTURES**. No unfinished structure may be occupied as a residence at any time prior to completion in accordance with approved plans.

14. **SIGNS AND BILLBOARDS**. No signs, billboards, or other advertising devices or symbols shall be displayed anywhere in the development except "For Sale" signs of not more than six (6) square feet in area, advertising a single parcel or dwelling. Developer, Builder or their assigns shall have the right to erect signs of larger size advertising the development during its development, construction and sale. All such signs allowed must be maintained in good condition and must be removed promptly upon the termination of their use. Development entrance signs are exempt from this provision and shall be maintained by the Parcel Owners Association.

15. **SALES LOCATIONS**. Builders or their assigns may use model homes as an office or sales locations together with appropriate signs in this development until such time as all of their parcels in the development have been improved with residential dwellings.

16. **WASHTENAW COUNTY HEALTH DEPARTMENT REQUIREMENTS**. All of the septic systems of all parcels in Dixboro Farms shall be installed according to plans and specifications approved by the Washtenaw County Health Department.

- a) All wells must be drilled through a 10' thick clay protecting layer. All wells must be screened and drilled at least 50' below ground surface and grouted with bentonite to the top of the aquifer.
- b) Chemical analysis of the water from test wells in the development determined an iron content of 1.77 mg/l. The recommended secondary standard is 0.3 mg/l. iron may stain laundered goods, impart a bitter or astringent taste to the water, and adversely affect the taste of other beverages and food made from the water. It may be necessary to install iron removal equipment.
- c) Detention areas are for the sole purpose of slowing runoff during large storms and may not be used to pond water permanently.

17. Restrictions as noted in paragraph 16 cannot be changed without the written approval of the Washtenaw County Health Department.

18. **TEMPORARY STRUCTURES**. Trailers, tents, shacks, barns and any temporary building of any design are expressly prohibited within this development, except those necessary for current construction and approved by the Developer.

19. **VEHICLES**.

a) **MOTOR VEHICLES**. No motor vehicle of any kind shall be parked on the easement for ingress and egress or in any driveway or yard in a non-operating and/or non-licensed condition.

b) **COMMERCIAL VEHICLES**. No commercial motor vehicle over 24 feet in length, or semi-tractor and/or trailer shall be parked on any street, easement, driveway, or yard for more than 8 hours in a 24 hour period, except for commercial vehicles and machines and equipment required to perform construction or repair services to the dwelling for the period of time necessary for said construction or repair.

c) **RECREATIONAL VEHICLES**. No on-site storage of recreational vehicles such as camper, self-propelled motor homes, snowmobiles, all terrain vehicles, boats and boat trailers shall be allowed unless stored in an approved storage building.

20. **LIVESTOCK AND POULTRY**. No animals, livestock, birds or poultry of any kind shall be raised, bred or kept on any property, except that dogs, cats or other common household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes, and provided further that common household pets may not be kept if they become an annoyance or nuisance to the neighborhood.

21. **COMMERCIAL OR BUSINESS OPERATION**. No commercial operation, except as provided for in paragraph 15, or commercial business of any kind may be conducted on or from the property.

22. **GARBAGE AND REFUSE DISPOSAL**. No property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in closed sanitary containers, all incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition. An allowed exception is normal construction materials during the construction of a new home.

23. **FENCES**. Perimeter fences along parcel lines shall not be permitted, except the possibility of split rail fencing approved by the Developer. Ornamental or decorative fencing, including fencing around swimming pools, may be installed subject to approval by the Developer. Domestic pet fencing

is allowed only in the rear yard set back and attached to the rear of the house. No fencing is allowed in front of the front building line.

24. **ANTENNA**. No antenna other than regular radio or TV antennas not exceeding eight feet over the roof line shall be installed on any property. A 24" or smaller satellite dish may be attached to the structure.

25. **SWIMMING POOLS**. Only conventional in-ground swimming pools shall be allowed and they shall be fenced for safety purposes in accordance with applicable Salem Township Ordinances.

26. **MAINTENANCE OF UNIMPROVED PROPERTY**. No parcel shall be allowed to remain in an unkempt condition. All grass and other growth shall be maintained and cut to reasonable heights at reasonable intervals. In the event the parcels are not properly maintained, the Association or Developer are authorized to contract for the necessary maintenance and charge the property owner with the cost of performing the required maintenance.

27. **DRIVEWAY**. Every dwelling shall have a hard surface drive (asphalt, concrete, paving brick) within eighteen months of occupancy.

28. **SIGHT DISTANCES**. No wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the road way shall be placed or permitted to remain on any corner parcel within the triangular area formed by the street property lines and a line connecting them at points thirty (30) feet from the intersection of the street lines. No tree shall be permitted to remain within such distance of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines.

29. **ABATEMENT OF VIOLATIONS**. Notice, by personal service or certified mail return receipt requested, to a parcel owner for a violation of any condition or restriction or breach of any covenant herein contained, shall give the Developer or Association, in addition to all other remedies, the right to enter upon the land as to which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any erection or other violation that may be or exist thereon contrary to the intent and provisions hereof and such abating party shall not thereby become liable in any manner for trespass, abatement or removal.

Any costs or expenses incurred by the Developer or Association, in the process of any such removal shall be charged to the parcel owner. If said costs are not paid within 30 days of receipt of billing the Developer or Association may place a lien upon the subject parcel for such charges plus all appropriate legal expenses, or any other actions which may be permitted by law.

30. **TERM OF RESTRICTION**. All the restrictions, conditions, covenants, charges and agreements contained herein shall continue in full force and effect and run with the land, provided however, that after fifteen (15) years from the date of recording hereof the owners of the fee of two-thirds (2/3) or more of the parcels in said development may release all or part of said parcels from all or any portion of these restrictions, except those restrictions contained in Paragraphs 1, 2, 7, 9, 10, 16 and 23 by executing and acknowledging an appropriate agreement or agreements in writing for such purpose

and recording the same in the Office of Register of Deeds for Washtenaw County.

31. **ENFORCEMENT**. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Failure to enforce any of the covenants herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto, except in the event the Association or parcel owners violate the covenant, or any of these restrictions relating to said covenant.

32. **SEVERABILITY**. Invalidation of any one of these covenants by judgment of a court of competent jurisdiction shall in no way affect any of the other provisions which shall remain in full force and effect.

33. **WAIVER**. Waiver either in writing or by failure to act in the enforcement of any of any instance or violation hereof shall in no way act or serve as a waiver of any future violation of the same or similar covenant, whether by the same person or by other persons, and all the covenants herein shall be at any time fully enforceable as to any parcel of land contained in the property described herein.

AGREEMENT AND COVENANTS FOR ROADWAY RIGHT-OF-WAY

Assessment and maintenance agreement for Dixboro Farms Drive and Meadow Court, private drives being 66 foot wide rights-of-way for the use of the owners of all lots within Dixboro Farms as described in the attached Exhibit "A"

The undersigners of this agreement being owners of said lots, on this _____ day of _____, 2000, hereby place the following restrictions upon said lots described in said subdivision and declare the same to be binding upon all subsequent owners of said lots or divisions of said lots and the same shall run with the land and each person hereafter accepting a deed or other conveyance of any of the subject lots or divisions thereof shall take the same subject to these restrictions.

1. Dixboro Farms Drive and Meadow Court, described in the attached Exhibit "B", are dedicated to all present and future property owners for purposes of ingress and egress over the private roadways thus established and for installation and maintenance of public utilities.
2. Title to Dixboro Farms Drive and Meadow Court rights-of-way will be vested in the Dixboro Farms Property Owners Association.
3. Future improvements, maintenance and repairs, the cost of which shall be shared by the owners of the lots abutting said rights-of-way herein, in accordance with the terms of this agreement and covenants.
4. The necessity for improvements, maintenance and/or repair together with the method of assessment and the collection of funds, shall be determined as follows:
 - a) Whenever the owner of two or more lots shall determine that any part of the road right-of-way is in need of improvements, maintenance or repair, said owners may call a meeting of the other owners by sending a notice by certified mail to the residential address of such owner. The meeting notice shall set forth the date, time and location of the meeting, said notice to be mailed not less than ten (10) days nor more than thirty (30) days prior to said meeting. (The owner of purchaser's interest in a land contract for the purchase of said parcels shall be deemed, for purpose of this agreement, to be the owner of said parcel)
 - b) At the time and place of the meeting, a quorum shall be determined by the attendance of the owners of fifty (50%) percent of the parcels.
 - c) The person calling the meeting shall be deemed to the convener and

Chairperson of the meeting. The quorum shall thereafter designate a Secretary, whose job it shall be to transcribe the action of the meeting.

- d) All action of the property owners at said meeting shall be determined by the affirmative vote of the majority of those in attendance at said meeting.
- e) Each parcel shall be entitled to one vote.
- f) The Chairperson shall be authorized to contract for the improvement, maintenance and repairs as determined necessary by the vote of the meeting.
- g) The cost of all such improvements, maintenance and repair shall be shared equally by each parcel regardless of it's size, location or front footage on the right-of-way.
- h) The Secretary shall be authorized to determine the assessment for each parcel. Statements shall be mailed by the Secretary by regular mail to the residential addresses of the owners of the parcels. Said assessments shall be payable within thirty days from the date of mailing.
- i) If the owner of any parcel shall fail to make payment within the thirty (30) day period, said assessment shall thereafter accrue interest at the rate of one and one half (1-1/2%) percent per month and be retroactive to the date of mailing. Such unpaid payment shall become a lien on the property. The Secretary shall be authorized to institute suit in the name of and for benefit of the owners of all the parcels to collect the same in any court of law, including attorney's fees.

5. For the purpose of this declaration, the words, "improvements" "maintenance" and "repair" shall be deemed to include, but are not limited to, general repairs, grading, surfacing with gravel, bituminous, or cement surfacing, plowing, installation of curbs and/or gutters, installation of storm and/or sanitary sewers and any and all manner of things which may be established, erected and constructed on, over or under said private road right-of-way.

6. In the event that any governmental or quasi-governmental unit or agency shall benefit said road right-of-way with maintenance and/or repair or improvement the cost of the same shall be shared in the same manner set forth herein unless such benefits shall be subject to assessment and collection by the power of such governmental or quasi-governmental agency.

7. Any sale, subdivision, or resale of any of the parcels of property described herein, shall be made subject to the terms, conditions and covenants of this agreement. At all times the obligations and rights hereof, including the obligation to improve, repair and maintain the right-of-way shall run with the land and shall remain an encumbrance upon the property herein referred to and shall bind the parties, their executors, administrators, heirs and assigns. All of the agreements and covenants herein shall run with the title to each of the parcels described herein or any subdivision thereof.

This agreement shall bind the parties hereto, their heirs, legatees, executors, administrators, personal representatives, successors and assigns.

In witness whereof the parties hereunto (as owners of the parcels described in Exhibits following their names), set their hands this ____ day of _____, 2000.