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M. FRANCES FULLER
REGISTER OF DEEDS
EATON COUNTY, MICH.

**DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
ASHFORD MANOR**

This Declaration is made this 2nd day of August 2001 by **MAGUIRE DEVELOPMENT GROUP, INC.**, a Michigan corporation, of 414 South Clinton Street, Grand Ledge, Michigan 48837, (hereinafter referred to as Declarant[s]), pertaining to real property now duly platted as Ashford Manor as such plat is recorded in Liber 13, Pages 75 and 78, Eaton County Records.

WHEREAS, Declarant is the owner of the certain real property known as Ashford Manor which is more particularly described on Exhibit A; (hereinafter referred to as the "Subdivision") and

WHEREAS, Declarant desires and intends that lands within the Subdivision be impressed and subjected to certain easements, covenants, conditions and restrictions in order to ensure its most beneficial development as a residential area, to prevent any use thereof which might tend to diminish its valuable or pleasurable enjoyment and to assure the harmony, attractiveness and utility thereof for the common benefit of lots within the Subdivision;

NOW, THEREFORE, Declarant hereby makes and establishes the following covenants, conditions, restrictions, reservations and easements upon all lands within the Subdivision, and upon them, and all present and future lot owners and occupants of the Subdivision.

SECTION 1
Definitions and Administration

"Declarant" shall mean Maguire Development Group, Inc. or its designee.

"Subdivision" shall mean the real property described in Exhibit A which is attached and incorporated by reference and all future phases of Ashford Manor as such time that a final plat is recorded.

"Open Areas" shall mean the areas established for the use of all property owners within the Subdivision.

"Approval of Declarant" or **"Acceptable to Declarant"** shall mean the affirmative prior written approval, in the sole and absolute discretion, of Declarant or their designee.

*Maguire Dev. Group, Inc.
414 S. Clinton
Grand Ledge, 48837*

*2-
1-
34*

"Final Plat" the plat recorded in Liber 13 Pages 75-78, Eaton County Records.

"Ashford Manor Commons" shall mean that area within the Subdivision set aside as a storm water retention site, which is more particularly described on Exhibit B.

Declarant hereby grants to and appoints Ron Maguire or his assignee the right, power and control for the enforcement and administration of these Restrictions. Successors of Declarant shall automatically accede to all rights of Declarant under these Restrictions.

ARTICLE II

Amendments, Supplements and Rescission of Restrictions

Except as provided for in Article XX, these Restrictions may be amended, supplemented or rescinded by Declarant only with the consent of all lot owners. Notwithstanding the provisions of this Article, no amendment, supplement to, or rescission of these Restrictions shall be made if same would violate an applicable federal law, state statute or local ordinance.

ARTICLE III

Application of Restrictions

These restrictions shall apply to lots only within the Subdivision, (Lots 1 through 40) and shall not apply to any property outside of the Subdivision whether or not owned by Declarant and/or adjacent or contiguous property.

ARTICLE IV

Variances, Determinations & Approvals

Upon the approval of Declarant, the Declarant may grant a variance from any of these Restrictions to the owner of any lot if, in the sole discretion of Declarant, such variance would not substantially impair the intent of these Restrictions, or rights of others then owning land within the Subdivision.

All determinations, approvals and variances shall be in writing, and shall be procured prior to any act being undertaken which requires such determinations, approvals or variances, or which would violate these Restrictions unless a variance was obtained.

The granting of any variance or approval or the making of any determination pursuant to this Article shall not be construed as a precedent binding Declarant to any other similar or identical variance, approval or determination, and no action or inaction of Declarant shall be deemed a waiver of any of their rights hereunder.

ARTICLE V

Occupancy

Prior to the issuance of occupancy permits by Delta Township or Eaton County, no dwelling shall be used for human habitation, either temporarily or permanently.

ARTICLE VI

Architectural Control

Complete architectural control over all dwellings to be erected and site amenities to be built within the Subdivision shall be subject to the approval of Declarant, whose approval must be obtained in writing prior to commencing any construction. The following is a list of documents to be submitted for consideration:

A. House Plans which must be a complete set of construction plans including, but not limited to, the following items:

1. Floor plans for each floor;
2. Garage plan with the type and size of garage doors;
3. Exterior elevations of each side of home;
4. Materials to be used on the exterior; and
5. Detail of porches and decks.

B. Construction Schedule. A construction schedule providing for the time frames for installation of foundation, completion of rough carpentry, plumbing, electrical, completion of finish carpentry and issuance of certificate of occupancy is to be furnished.

C. Refusal of proposed locations, plans, specifications or construction scheduling may be based by Declarant upon any grounds, including purely aesthetic considerations, which in the sole and uncontrolled discretion of Declarant shall be sufficient. In connection with the foregoing, the Declarant may require, as a condition of approval, dwellings of larger size, setbacks of greater distance or other requirements more stringent than minimums imposed by any local or state law. Declarant intends to take into account the preservation of trees and the natural setting in passing upon plans, specifications and the like. No alterations in the exterior materials or appearance including stain, paint or roofing colors of any building or structure nor any alteration in the landscaping plans may be made without written approval by Declarant. One (1) copy of all plans, specifications and related data shall be furnished to Declarant for its records.

ARTICLE VII

Landscape Control

Lot owners shall be required to complete landscaping within ninety (90) days of occupancy, with automatic extensions of one (1) month each for the months of November, December, January and February. Each landscape plan shall include at least three (3) trees, either coniferous trees with a minimum height of five (5) foot or deciduous trees with a minimum two (2) inch caliper. Each lot shall be entirely landscaped, except Declarant or his assignee may waive all or part of this requirement at its sole discretion. If a waiver is granted, the areas that are to be left in their natural state shall be kept clean and free of weed growth.

All lots shall be kept neatly groomed, noxious weed growth will not be permitted. Once the lot is sold, owners of unoccupied lots shall maintain them in a sightly condition, keeping weeds out.

ARTICLE VIII
Construction Trash Collection

During construction of each home, the owner/contractor shall provide "on-site" trash collection and keep the site free and clear of debris. All debris that strays from site shall be collected and removed by lot owner.

SECTION II
REQUIREMENTS FOR LOT DWELLINGS

ARTICLE IX
New Buildings

All buildings shall be of new construction completely built on site, and no building shall be removed from any other location to any lot in the Subdivision. Prefabricated, modular or panelized houses shall not be erected upon any lot in the Subdivision.

ARTICLE X
Type of Use

No lot in this Subdivision shall be used for any purpose other than single-family residential, and there shall not be constructed or maintained upon any lot in the Subdivision any building except a single-family residence, with garage attached and/or breezeway. Other uses of lots such as pools, equipment storage for pools, basketball and/or tennis courts on lots complying to Township Zoning and/or County Zoning may be acceptable, subject to those architectural standards set forth in Articles VI and XII of these Restrictions and further subject to the prior written approval of the Declarant.

ARTICLE XI
Building Sites and Square Footage

A. No one-story residence shall be erected in this Subdivision with less than one thousand six hundred (1,600) square feet of livable floor space. No one and one-half story residence shall be erected in the Subdivision with less than two thousand (2,000) square feet of livable floor space and a first floor minimum of one thousand (1,000) square feet of livable floor space. No two-story residence shall be erected in the Subdivision with less than two thousand (2,000) square feet of livable floor space and first floor minimum of one thousand (1,000) square feet of livable floor space. No tri-level or split level house shall be erected in said Subdivision with less than one thousand (1,000) square feet of livable floor space on the main floor and with no less than two thousand four hundred (2,400) square feet of total livable floor space. The term "livable space" shall include all area enclosed by and including exterior walls of the dwelling, but shall not include any space or area in garages, breezeways, decks, basements, porches and terraces or lower levels in tri-levels. Each residence must have a two-car attached garage (by breezeway acceptable); no carports will be allowed. Each residence

must have all roof lines with a minimum pitch of 6:12. Each garage shall have a minimum four hundred eighty (480) square feet for the parking and storage of motor vehicles. Each garage shall be finished with peg board or dry wall and painted or plastered. No fiberglass garage doors shall be permitted. Each driveway shall be paved with concrete. Except for railings and posts, all front porches, stoops or landings of homes shall be concrete.

B. All mailboxes shall be uniform in appearance and construction materials. There shall be no "gang" mailboxes or mailboxes consisting of plastic or composite-type materials. Furthermore, all mailboxes shall be supplied by Declarant.

ARTICLE XII **Building Setbacks**

All lots shall have a thirty (30) foot minimum setback requirement for the front yard. Sideyard setback requirements shall be eight (8) foot minimum. Rear yard requirement shall be as the Township and/or County ordinance for RB Zoning.

ARTICLE XIII **Exterior Walls**

The exterior walls of all dwellings and structures appurtenant to the dwelling shall be of material fabricated for such purpose and commonly used as such. Brick, stone, wood, and vinyl siding, exterior types of wood paneling, or a combination of any of the above materials, is acceptable. Cement or cinder block, hollow tile, and other similar types of structural building visible over eighteen (18) inches above ground or grades is prohibited, except daylight windows or walk-out basements are acceptable.

At least twenty (20%) percent of the exterior front wall (being all area between the sidewalls) of the dwelling shall be of brick or approved masonry.

ARTICLE XIV **Building Repair**

Any damaged or destroyed building shall be repaired, replaced or removed with reasonable promptness. Declarant may enter on any premises where an excavation, foundation, or uncompleted house has been left without substantial and continuing building progress for more than three (3) months and cause such excavation or foundation to be filled or removed, or such uncompleted house to be demolished. The expense thereof shall be immediately due and payable to Declarant by the lot owner, and shall become a lien on the property which may be foreclosed by Declarant as in the case of the foreclosure of a mortgage by advertisement under Michigan statutes.

ARTICLE XV

A. Sheds, Carports, Detached Garages, Etc. No sheds, pole buildings, barns, carports, detached garages, shacks, tree houses, swimming or bath house, or outbuildings of any kind shall be placed on any lot at any time, either temporarily or permanently.

B. Trailers. Trailers, boats, snowmobiles, aircraft, commercial vehicles, campers or other recreational vehicles, or any other vehicles, other than operable and currently licensed automobiles or vehicles used for general personal transportation purposes, shall not be parked or maintained on any lot unless in a suitable garage which is built in accordance with the restrictions set forth herein. This section shall not be construed, however, to prevent parking of recreational vehicles, trucks or commercial vehicles for such brief intervals as may be necessary to fulfill reasonable loading or unloading purposes.

C. Dog Kennels. Dog kennels or runs or other enclosed shelters for permitted animals must be an integral part of the approved dwelling and are subject to the approval of Declarant and the Township of Delta relative to the location and design of fencing. No dog kennel shall be allowed in the front yard, defined as forward of the rear wall of the house. Each lot owner must keep any such kennel or run in a clean and sanitary condition.

ARTICLE XVI **Street Lamps and Signs**

Each lot owner may maintain a street lamp. The design is subject to the approval of Declarant.

ARTICLE XVII **Fences and Hedges**

No fence or hedge more than five (5) feet high shall be erected or maintained. All fences must meet Township and/or County ordinances, and are subject to the approval of Declarant as to location, extent, material and style. No fencing will be allowed in the front yard defined as forward of the rear wall of the house.

SECTION III **PROHIBITED USES AND ACTIVITIES**

Article XIII **Nuisances**

The following shall be considered nuisances per se and shall not be permitted within the Subdivision, except as specifically set forth, as it is desirable and essential to maintain a high-quality aesthetic living community within the Subdivision:

A. No commercial signs, home business signs, billboards or signs of any type, except subdivision identification, traffic control, or signs advertising the sale of lots, provided, however, that Declarant reserves the right to install and maintain promotional signs and displays within the Subdivision during development;

B. On-site exploration or drilling of oil or gas;

C. On-site exploration or removal of sand, gravel or other subsurface minerals;

D. Outdoor clothes lines unless they are placed in the rear yard;

E. Vegetable gardens in the front or side yards, or any vegetable garden exceeding six hundred (600) square feet;

F. Operation of snowmobiles, off-road or dirt bike-type motorcycles, or other motorized or alternately powered recreational vehicles, except such other motorized or alternately powered vehicles as may lawfully be operated on public streets;

G. Airborne vehicles of any type;

H. Windmills;

I. Home businesses which cause excessive vehicular traffic in the Subdivision or which are conducted at a time of day or night or in a manner which causes a disturbance or annoyance to residents of the Subdivision;

J. Any above or underground tank for the storage of home heating, gasoline or other fuels;

K. Solar collectors or satellite dishes larger than 24" in diameter (located in rear yard only);

L. The burning of garbage, refuse or debris;

M. The construction and maintenance of any outdoor receptacle for ashes, garbage or refuse;

N. Causing or allowing any unsightly or objectionable matter to accumulate or remain on any land within the Subdivision;

O. Overhead electrical, telephone, cable television or other lines;

P. Depositing or discharging, or causing to be deposited or discharged, any substance into any pond, drain, stream or body of water within the Subdivision or adjacent to the Subdivision, the result or natural tendency of which would be to pollute or otherwise render same unfit, unhealthy or unsightly;

Q. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the Subdivision as a whole or the specific area. No lawn ornaments, sculptures or statues shall be placed or permitted to remain on any lot without the approval of Declarant;

R. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the Subdivisions. There shall not be maintained any animals or device or things of any sort whose normal activities or existence is in any way noxious, noisy, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the reasonable enjoyment of other property in the neighborhood;

S. Declarant reserves the right for itself and its agents the right to enter upon any residential lot for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weed or other unsightly growth, which in the opinion of the Declarant detracts from the overall beauty, setting and safety of the Subdivision. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed as trespass. Developer and its agents may likewise enter upon such land to remove any trash which has been collected on such lot without such entrance and removal being deemed as trespass. The provisions of this paragraph shall not be construed as an obligation on the part of Declarant to mow, clear, cut or prune any lot to provide garbage or trash removal services;

ARTICLE XIV
Prohibition Against Rentals

A. No rentals shall be allowed within the Subdivision on any lot or attached to any dwelling.

ARTICLE XV
Prohibition Against Subdivision of Lots and Access To or From St. Joseph Highway

No lot shall be subdivided, or its boundary lines changed, except with the written consent of Declarant. However, Declarant hereby expressly reserves to itself the right to replat any two (2) or more lots shown on the plat of the Subdivision in order to create a modified building lot and to take such other steps as are reasonably necessary to make such replatted lot suitable and fit as a building site to include, but not to be limited to, the relocation of easements, walkways and rights of way to conform to the new boundaries of said replatted lots. There shall be no driveways or other access to Lots 30, 31 or 32, to or from St. Joseph Highway. Any replatting and/or relocation of easements shall be in conformance with the Land Division Act, being 1967 PA, 288, MCL 560.101 et. Seq., as amended, and any applicable local ordinance.

ARTICLE XVI
Prohibition Against Hunting and Wildlife/Firearms

No hunting of any kind or discharge of firearms shall be allowed anywhere within the Subdivision.

ARTICLE XVII
Easements

The easements as shown on the Final Plat include the right to install, use, erect and maintain all utilities including, electric, telephone and television poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone, television, gas, sewer, surface waterways, water or other public conveniences or utilities on, in or over each lot at all easement locations as shown on the Final Plat. This includes an eight (8) foot easement on the rear yard lot line. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, to excavate and make any grading of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation, repair and replacement and to maintain reasonable

standards of health, safety and appearance. Such rights may be exercised by any licensee, assignee or delegee of Declarant, but this reservation shall not be considered an obligation of Declarant to provide or maintain any such utility or service. Specifically, Declarant also reserves an easement for a Subdivision sign on Lot #30, Lot #31 and Lot #32 as shown on Final Plat.

SECTION V
MISCELLANEOUS

ARTICLE XVIII
Flood Plain

[INTENTIONALLY DELETED]

ARTICLE XVIII
Option To Repurchase

At the sole discretion of Declarant, Declarant reserves an option to repurchase any lot not built upon within twelve (12) months of the date of the deed conveying it to the first owner. In such instance, the repurchase price shall be the original price paid to Declarant for said lot. First owners of said lot must obtain the written approval of Declarant, to sell the lot to a third party.

ARTICLE XIX
Partial Invalidity

Should any provision of these Restriction, or any portion thereof be deemed invalid or unenforceable, the validity of the remainder shall not be effected or impaired.

ARTICLE XX
Enforcement

A. The provisions hereof shall run and bind the land within the Subdivision for a period of twenty (20) years from the date hereof, after which time they shall be extended automatically for successive periods of ten (10) years unless seventy-five (75%) percent of the Lot Owners in the Subdivision vote to limit, amend or remove the restrictions set forth herein. Declarant, the homeowners association or the owners of two (2) lots in the Subdivision shall have the right at any time or times during said periods (1) to proceed at law or in equity against any person violating or attempting to violate any provision contained herein, to prevent or abate such violations, to compel compliance with the terms hereof; (2) to enter upon any land within the Subdivision and correct any condition in and remove any building, structure or improvements erected, installed or maintained in violation of the terms hereof at the lot owner's expense; and (3) to recover damages or other dues for any violation including attorney fees. Any such entry, prevention or abatement shall not constitute a trespass whether or not pursuant to court order. Declarant may recover against a lot owner violating the provisions of this Declaration all reasonable costs incurred by it in enforcing such provisions in any of the foregoing ways, including the costs of removing offending structures and actual attorneys fees and other litigation costs.

B. Failure to enforce any provision contained herein in any particular instance shall not be deemed a waiver of the right to do so as to any continuing, subsequent or other violation.

C. The violation by any lot owner, occupant or guest of any of the provisions of this Declaration, including the bylaws of the homeowners association or any duly adopted rules and regulation, shall be grounds for assessment of monetary fines against the involved lot owner. Such lot owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family or invitee.

Upon any such violation being alleged by the Declarant or the board of the homeowners association, the following procedures will be followed:

- 1) Notice of the violation, including the provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the lot owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the residence of said lot owner.
- 2) The offending lot owner shall have an opportunity to appear before the board of directors of the homeowners association, if established, or a specially constituted tribunal of five (5) lot owners (other than the Declarant but who may be appointed by Declarant) and offer evidence in defense of the alleged violation. The appearance before the board or such tribunal shall be a meeting scheduled no less than ten (10) days from the date of the notice.
- 3) Failure to respond to the notice of violation constitutes default.
- 4) Upon appearance by the lot owner before the board or tribunal and presentation of evidence of defense, or, in the event of the lot owner's default, the board or tribunal shall, by majority vote of a quorum of the board or tribunal, decide whether a violation has occurred. The decision of the board or such tribunal is final.

Upon violation of the provisions of this Declaration of Restrictions, the Bylaws of the Homeowners Association or any duly adopted rules and regulations and, after default of the offending lot owner or upon the decision of the board or tribunal as recited above, the following fines shall be levied in addition to costs, expenses and in attorney fees incurred by the Homeowners Association:

- A. **FIRST VIOLATION.** No fine shall be levied.
- B. **SECOND VIOLATION.** Twenty-five Dollar (\$25.00) fine.
- C. **THIRD VIOLATION.** Fifty Dollar (\$50.00) fine.
- D. **FOURTH VIOLATION AND SUBSEQUENT VIOLATIONS.** One Hundred Dollar (\$100.00) fine per day.

In addition to the levy of monetary fines, failure to comply with any of the terms this

Declaration of Restrictions or the Bylaws of the homeowners association shall be grounds for relief, which may include, without limitation, an action to recover sums due for such damages, injunctive relief, and any other remedy that may be appropriate to the nature of the breach. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by this Declarations of Restrictions or Bylaws of the Association, shall not constitute a waiver of the right of the Declarant or the Association to enforce such right, provision, covenant or condition in the future.

ARTICLE XXI

Assessments, Lien Rights, Homeowners Association

A. Any initiation, membership or user fees established by the homeowners association for the Subdivision, and any amounts or expenses incurred in enforcing these restrictions, together with all amounts assessed by the homeowners association to maintain the Open Areas shall constitute a lien on the lot of each lot owner responsible for fees or expenses. Declarant or the homeowners association, as the case may be, may enforce the lien by recording appropriate instruments confirming the existence of the lien and foreclosing the lien by appropriate legal action. In such legal action, a court of competent jurisdiction shall be empowered to order a sale of the lot subject to the lien in order to satisfy the lien. The lien shall be subordinate and junior to the lien of any first mortgage securing a loan for the acquisition or improvement of any lot in the Subdivision.

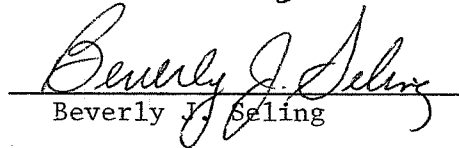
B. There shall be a homeowners association for the Subdivision, which shall be comprised of property owners (including land contract purchasers) of one or more lots in the Subdivision. The homeowners association shall be established by Declarant when seventy five (75%) percent of the lots in the Subdivision have occupied dwellings on them, or at such time thereafter as Declarant may elect. All voting in association affairs shall be on a one vote per lot basis. The association may levy fees, dues or assessments on each lot in the Subdivision, whether or not the lot is an active member of the association, except lots owned by Declarant or by a builder prior to occupancy. In no event shall Declarant or such a builder be obligated to pay fees, dues or assessments to the association. All such fees, dues or assessments shall be charged equally to each lot, and may be enforced through the lien provided in paragraph one (1) of this Article or by any other lawful means of collecting debts. The homeowners association shall have the obligation and authority, by way of example and not limitation, to administer and enforce the restrictions created hereunder, to administer and maintain the Open Areas and to administer and maintain the private storm drains which serve the Subdivision.

C. Any sale or purchase of a lot in the Subdivision shall be subject to such articles of incorporation and bylaws for the homeowners association as Declarant may hereafter establish, and each lot owner agrees to abide and observe such bylaws. Until the homeowners association is created, Declarant shall have the right to modify, amend or supplement the bylaws, and so long as they are reasonable, any such modifications, amendments or supplements shall have retroactive effect to the date of recording this instrument. When the homeowners association is created, it may amend or modify the bylaws upon the affirmative vote of seventy-five (75%) percent of the lot owners, but such amendment or modifications shall not have retroactive effect.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration of Restrictions on the day and date set forth below.

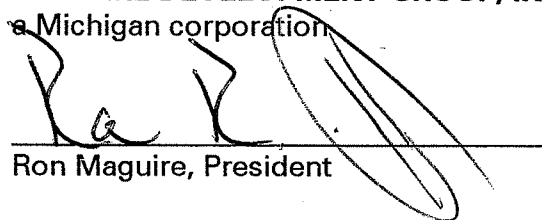
WITNESSES:


Leo H. Maguire


Beverly J. Selig

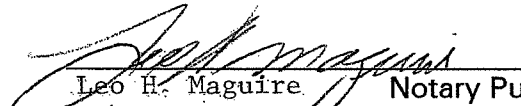
MAGUIRE DEVELOPMENT GROUP, INC.,
a Michigan corporation

By:


Ron Maguire, President

STATE OF MICHIGAN }
COUNTY OF EATON } ss.

The foregoing instrument was acknowledged before me this 3rd day of August 2001 by Ron Maguire, President of Maguire Development Group, Inc., on behalf of the corporation.


Leo H. Maguire Notary Public
Eaton County, Michigan
My commission expires: Sept 2 2004