

Property Restrictions

COLONY PARK WEST SUBDIVISION 1 and 2

1. USE OF PROPERTY

All lots in said subdivision shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential lot other than one single, private family dwelling with attached private garage for not less than two cars except as herein otherwise provided.

2. BUILDING LINES

No building on any of said lots shall be erected nearer than 35 feet to the front line or nearer than 8 feet to the side lot line, or nearer than 10 feet to the side lot lines on any corner, or nearer than 20 feet to the rear lot line, except by the written consent of the Board of Directors, which consent the Board of Directors are empowered to give.

2. MINIMUM FLOOR SPACE

No dwelling shall be placed or erected on any lot, which has a livable floor space of less than 1700 square feet. Dwellings of two stories or story and a half shall have a minimum livable space of 1000 square feet in the first floor not including porches and breezeways. Tri-level dwellings shall have a minimum livable floor

space of 2100 square feet. Livable floor space as used herein shall include actual area within the outer surfaces of the outside walls, not including any garage, carport, basement, unheated porches, breezeways or entranceway.

4. LOT SIZE

No lot shall be reduced in size by any method whatsoever without the prior written consent of the Board of Directors or their duly authorized representatives. Lots may be enlarged by combination with one or more adjoining lots under one ownership. In the event one or more lots are developed as a unit, all restrictions herein contained shall apply as to a single lot. In any event, no dwelling shall be erected, altered, placed or permitted to remain on any site smaller than one (1) lot as shown on the recorded plat.

5. TREES AND SOIL

No trees which exceed six (6) inches in diameter shall be removed or cut nor shall soil be removed from any lot for purposes other than: (a) initial grading for construction of dwelling, (b) landscaping, (c) grading for construction of an in ground swimming, (d) construction of attached patio or decking, (e) disease or infestation, without the prior consent of the Board of Directors or their duly authorized representatives.

6. EASEMENTS

Easements for installation or maintenance of utilities, entranceways and/or storm drains are in and over the rear six (6) feet of each of the said lots and in and over the side six (6) feet of all interior lot lines. After such utilities, entranceways and/or storm drains have been installed, planting or other lot line improvements are allowed so long as access without charges or liability for damages is granted for the maintenance of entranceways, utilities, and/or storm drains installed or for the installation of additional utilities entranceway and/or storm drains.

7. NUISANCES

No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

8. TEMPORARY STRUCTURES

Trailer, boats on trailers. House trailers and motor homes are not permitted to be stored within the subdivision except to load and unload for a period not to exceed 48 hours unless the unit can be stored in the garage with the door closed. Tents, shacks barns, accessory building of and design whatsoever are expressly prohibited within the subdivision.

This shall not prevent the erection of a temporary storage building for any materials and supplies to be used in the construction of a dwelling, provided, however, that said structure be removed from the premises immediately upon completion of construction.

9. SIGNS

No sign of any kind shall be displayed to the public view I on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent or a sign(s) at the entrance(s) to the subdivision to identify Colony Park West Subdivision to the public. Such signs as are allowed must be maintained in good condition at all times and removed on the termination of their use.

10. LIVESTOCK AND POULTRY

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

11. REFUSE

No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Other waste shall not be kept except in a sanitary container, properly concealed from public view.

12. SWIMMING POOLS, DECKING, PATIOS

Attached decking or patios or swimming pools (in-ground type only) or other permitted underground structures may be constructed or installed only when approved in writing by the Architectural Control Committee as to size, location, materials, and the type of construction and must be maintained in a safe and sanitary condition. Above ground pools are not permitted.

13. LANDSCAPING

Basic Landscaping, including finish grading and seeding or sodding, and installation of driveways must be complete within (6) month, weather permitting, after date of occupancy.

14. GENERAL CONDITIONS

(A) No trailers or commercial vehicles other than those present on business may be parked in the subdivision.

(B) No laundry should be hung for drying in such a way as to readily be visible from the street on which the lot fronts.

(C) All homes shall be equipped with electrical garbage disposal units.

(D) Garage doors which face the street on which the dwelling fronts or sides shall be kept closed, except as

necessary for normal garage maintenance and cleanings.

15. OLD BUILDINGS AND MATERIALS

No old buildings may be moved onto any lot or lots in this subdivision.

16. ARCHITECTURAL CONTROL

No building or other structure shall be commenced, erected or maintained, nor shall any addition to, or change or alteration to any structure be made, except interior alterations, until the plans and specifications, showing the nature, kind, shape, height and materials, color scheme, location on lots of such structure and the grading plan of the lot to be built upon shall have been submitted to and approved in writing by the Architectural Control Committee, and a copy of said plans and specifications, as finally approved, lodged permanently with the Board of Directors.

(A) Fences, garden walls and similar devices may be constructed or erected only after plans and specifications of such proposed fence, wall or other device shall have been submitted in writing to the Architectural Control Committee and approved in writing by them. In any event, no fence, other than an ornamental fence, shall be permitted.

A fence shall be defined as any permanent or temporary structure, constructed of any material (i.e. wood, brick, stone, block, etc.) which sets or is anchored in the ground and/or attached to any permanent or temporary structure, which serves to enclose and/or restrict the open view from any direction and shall be subject to the following restrictions.

(1)Height. No portion of any fence may extend beyond vertically than three and one-half (3 1/2) feet from the final grade of the lot prior to construction of the dwelling.

(2)Location. No portion of any fence may extend beyond either side-most portion of the dwelling or more

(3)Color and Finish. Fences constructed of wood or other fabricated material must be painted, stained or coated to match the color of the wood or metal trim on the dwelling and must be maintained, and/or repaired as necessary.

4) Exceptions.

(a)Swimming Pools. The height limitation in 16.A.1 shall be changed to:"...not less than four (4) feet or greater than five (5) feet ..." No fence may be constructed any closer than one (1) foot from any side or rear lot line.

(b)Decking. The height of a fence attached to any decking shall be measured from the floor of the deck to the vertical most portion of the fence and may not exceed three and one-half (3 1/2) feet.

(c) Pet Enclosures. Fencing for the, purpose of providing an enclosed area for pets must have the longest dimension running parallel and attached to the rear of the dwelling and may not exceed four and one-half (4 1/2) feet in height measured from the final grade prior to construction of the dwelling

The preceding restrictions are meant to be used as guidelines by the Architectural Control Committee in determining whether to approve or disapprove any plans or specifications submitted to them for consideration. The Architectural Control Committee shall have the right to refuse to approve any such plans or specifications or grading plan which in their opinion are not suitable or desirable for aesthetic or other reasons, and in so passing upon such plans, specifications, or grading it shall have the right to take into consideration the suitability of the proposed building or other structure to be built on the site and the harmony as planned in view of the outlook from the adjacent or neighboring properties. It is

understood and agreed that the purpose of these restrictions is to cause the subdivision to develop into a beautiful harmonious private residential section and if a disagreement on the points set forth in these restrictions should arise, the decision of the Board of Directors shall control.

However, in the event the Architectural Control Committee shall fail to approve or disapprove such plans and location within thirty (30) days after the same have been delivered to the Committee, then such approval will not be required provided the plans and location on the lots conform to or are in harmony with existing structures in the subdivision, these restrictions, and any zoning law applicable thereto.

17. LOT OWNER ASSOCIATION

There is hereby established the Colony Park West Subdivision Association, a lot owner association to consist of the owners of the residential lots in Colony Park West Subdivisions Nos. 1 and 2. Said Association shall be organized as a non-profit corporation for a perpetual term under the laws of the State of Michigan. Said Association shall be the association referred to in Paragraph 4 of the "Agreement". The Association directors shall be elected by the members of the Association. The purpose of the

Association shall be the maintenance of the "commons areas", roadways, parks, and lake in accordance with the "Agreement" and such Association shall also have such powers and functions as shall be set forth in these restrictions. The owners of each residential lot in said Colony Park West Subdivisions Nos. 1 and 2 shall be entitled to two (2) votes in the Association.

18. MAINTENANCE FUND

(A) All the land included in said plat, except streets and parks maintained for the general use of the owners of the land included in said tract, shall be subject to an annual maintenance charge at a rate of \$50/lot for the year, commencing January 1, 1977 and at such a rate thereafter as may be determined by the Association for the purpose of creating a fund, to be known as the Maintenance Fund, to be paid by the respective owners of the land included in said tract to the Association normally in advance, on the first day January in each year, commencing January 1, 1977.

(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 \$125.00 per lot, except by the approval and consent of 66 2/3 percent of the

Association members, present and voting at the meeting thereof, which approval and consent shall make any additional assessment binding upon all the owners of the property in said subdivision.

(C) Said Maintenance Fund shall be used for each of the following purposes as the Association shall determine necessary and advisable: For improving and maintaining "common areas", roadways, and entrance-ways of said property; for planting trees and shrubbery and the care thereof; for collecting and disposing of garbage, ashes and rubbish; for employing night watchmen; for caring for vacant property; for removing grass or weeds; for constructing, purchasing, maintaining or operating any community service, or for doing any other things necessary or advisable in the opinions of the Association for keeping the property neat and in good order; for expenses incidental to the examination of plans as herein provided and to the enforcement of these building restrictions, conditions, obligations, reservations, rights, powers and charges.

(D) It is expressly agreed that the Maintenance Fund charge referred to herein, including any expenses incurred in removing or completing any building in accordance with the preceding paragraph, shall be a lien

and encumbrance on the land with respect to which said charges are made, and it is expressly agreed that by the acceptance of these restrictions by the Association, the members and those from time to time acquiring title to property in the subdivision shall be held to have covenanted and agreed to pay the Association all charges thereafter falling due during the ownership thereof. A certificate in writing issued by the Association or its agent shall be given on demand to any owner liable for said charges, which shall be binding on the said parties hereto.

(E) By his acceptance of title, each owner shall be held to vest in the Association 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 the collection of all such charges. '

19. ABATEMENT OF VIOLATIONS

Violations of any conditions or restrictions or breach of any covenant herein contained shall give the parties hereto, 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 provision hereof and the parties hereto shall not thereby become liable in any manner for trespass, abatement or removal.

20. 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 hereafter as to the same breach or as to a breach occurring prior or subsequent.

21. SEVERABILITY

Invalidation of anyone of these covenants by judgment of court order shall in no way affect the other provisions, which shall remain in full force and effect

COMMON PROPERTY RULES

1. No swimming/no ice-skating.
2. No motorized vehicles or motorized boats are to be used in the park or lake area.
3. Boats and Inflatable Rafts: Life preservers must be used for each occupant.
4. Leash Law: All dogs are to be kept on a leash at all times and owners are responsible for cleaning up their own dog's deposits.
5. Guests: Must be accompanied in the park by their host member.
6. Rules of Conduct For Health and Safety Purposes:
 - A. No running, pushing, wrestling or causing undue disturbance in or around the lake.
 - B. All persons using the lake do so at their own risk. The Association will not be responsible for any accident or injury in connection with such use.
 - C. The cost of any property damage will be charged to the responsible resident member.
 - D. No abusive language.
 - E. All bicycle riders shall allow pedestrians the right-of-way on all paths.
 - F. The Association will not be responsible for loss or damage to personal property.

