

# Covenants and Restrictions, Page 1

## DECLARATION OF COVENANTS AND RESTRICTIONS

### FOR SUMPTER FOREST SUBDIVISION

THIS DECLARATION made the 24<sup>th</sup> day of October, 1998, by Antonio Evangelista, General Manager of Sumpter Forest, L.L.C., a Michigan limited liability company, whose address is 37642 Fiore Trail, Mt. Clemens, Michigan, being the owner of lands comprising Sumpter Forest Subdivision, and Macomb Community Bank, a Michigan corporation, and Huntington Banks of Michigan, a Michigan corporation, who have proprietary interest in the land comprising Sumpter Forest Subdivision, being more particularly described as EXHIBIT A

### STATEMENT OF INTENT AND PURPOSE

WHEREAS, the undersigned owner of the real property hereinabove described desires to provide for the preservation and enhancement of the property values, amenities, aesthetics and opportunities in each subdivision, and for the maintenance of the improvements therein, and to this end desires to subject the real property to the covenants, restrictions, easements, and charges hereinafter set forth, each and all of which is and are for the benefit of said property and owner thereof;

WHEREAS, the Township of Macomb has given tentative approval to the proposed plat and general plan of development for said land known as Sumpter Forest Subdivision, and

WHEREAS, Developer is desirous of obtaining approval of the final plat of Sumpter Forest Subdivision and for that purpose and as part of the necessary and appropriate requirements of planning and development of said land, enters into this Covenant to be placed on record with the Macomb County Register of Deeds, as part of the recording of the final plat, or prior thereto, to run with the land encompassed in said plat, and

WHEREAS, It is the intent of the Developer that the Owners of all real property benefited by the creation of the Stormwater Settling Basin share the costs of maintaining the basin proportionately by the number of Lots benefited, and

WHEREAS, the Developer has constructed a Stormwater Settling Basin, as well as a Stormwater Settling Basin/Outlet, for purposes of providing adequate storm water drainage for the subdivision and for other real property in the general area surrounding the basin, and

WHEREAS, it is the intent of the Developer that the Lot Owners, SUMPTER FOREST SUBDIVISION, shall share proportionately in the maintenance of the Stormwater Settling Basin/Outlet to ensure adequate storm water drainage for this subdivision.

NOW, THEREFORE, the said Owner declares that the real property hereinabove described is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements and charges (hereinafter referred to as "covenants and restrictions") hereinafter set forth; further, said Owner declares that these covenants and restrictions shall run with and bind the lands hereinabove described, and shall ensure to the benefit of, and be enforceable by, the owner of any lands subject thereto, their legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date these covenants and restrictions are recorded, after which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by at least seventy (70%) percent of the then Owners of the Lots in the said subdivisions, each Lot having one (1) vote taken prior to the expiration of said twenty (20) year period or any subsequent ten (10) year period and filed of record in said county, agreeing to change these covenants and restrictions in whole or in part.

#### LAND COVERED BY THIS DECLARATION OF COVENANTS AND RESTRICTIONS

Lots 1 through 289 inclusive, Sumpter Forest Subdivision, Macomb Township, Macomb County, Michigan, according to the plat thereof recorded in Liber 135, Page 1-17 of Plats, Macomb County Records.

#### COVENANTS AND RESTRICTIONS APPLICABLE TO LOTS 1 THROUGH 289 INCLUSIVE

- 1. Residential Use:** All Lots shall be used, improved and devoted exclusively to single-family residential purposes. No professional, commercial or industrial uses of any kind shall be permitted in, or upon, any portion of such property. No more than one (1) dwelling house may be erected on any one Lot. No building shall be erected, altered, placed or permitted to remain on any Lot or building site other than one (1) detached single family dwelling not to exceed two (2) stories in height, and one (1) private, architecturally related, attached garage, both for the sole use of the owner or occupant of the Lot upon which such single family dwelling and garage shall have been erected.
- 2. Mobile Home Prohibition:** No mobile home of any kind or size shall be permitted to be placed on any Lot, for any purpose, within the

Subdivision. For purposes of this Declaration, the term "mobile home" shall mean any structure, transportable in one (1) or more sections which is built on a chassis and designed to be used as a dwelling with or without permanent foundation, when connected to the required utilities.

3. Temporary Structures: No trailer, mobile home, basement, recreational motor vehicle, tent, shack, garage, barn, outbuilding or other temporary structure of any kind shall at any time be used as a residence or dwelling/ either permanently or on a temporary basis in the Subdivision. No unfinished dwelling shall be occupied as a temporary residence. This paragraph shall not, however, be deemed or construed to prevent the use of one temporary construction shed during the period of actual construction of any structure on such property, nor the use of adequate sanitary toilet facilities for workmen which may be provided during such construction. Such a temporary construction shed shall be maintained to house building material and supplies only during the period of construction of permitted residential dwellings and shall be removed immediately upon completion of the residence.

4. Construction and Removal of Construction Materials: Grading. Any and all construction of the structures shall be diligently completed. All structures must be completed within six (6) months from the date of the issuance of a building permit. Any partially completed structure shall constitute a nuisance six (6) months after the date of issuance of the building permit. All unused building materials shall be removed from the Subdivision within sixty (60) days after substantial completion of the construction. The portion of the surface of the earth which is disturbed by excavation and other construction work shall be finished and graded as soon as possible after the completion of construction.

5. Construction Materials: The character of the dwellings to be erected within the Subdivision shall be of new construction comparable to brick or clapboard. Aluminum siding may be used on second stories and rear of homes. These requirements shall also apply to the attached garage.

6. Minimum Floor Area of Dwelling: No dwelling shall be built or maintained on any Lot in the Subdivision unless the interior floor area conforms to the requirements set forth below, exclusive of the areas of basements, unfinished attics, attached garages, breezeways, enclosed and unenclosed porches and accessory structures: (A) every one (1) story building or structure used as a one (1) family dwelling shall have a minimum floor area of not less than one thousand seven hundred (1,700) square feet; (B) every two (2) story building or structure used as a one (1) family dwelling shall have a minimum floor area of not less than two thousand one hundred (2,100) square feet.

7. Utility Easements: Easements for the construction, installation and maintenance of public utilities and surface drainage facilities, and for the installation and maintenance of sanitary sewer, storm sewer, and water supply facilities, are reserved as shown on the recorded plat. The use of such easements or part thereof may be assigned by the undersigned, at any time, to any person, firm, corporation, governmental agency or municipal authority or department furnishing such public utility services. Within all of the foregoing easements, no structures, sheds, plantings, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change, obstruct or retard the flow or direction of water in and through drainage channels in the easements, nor shall any change be made by the occupant in the finished grade of any Lot once established by the builder upon completion of the house thereon. The easement area of each Lot and all improvements in it shall be maintained by the Owner of the Lot and all Improvements in it shall be maintained, by the Owner of the Lot except for those improvements for which a public authority or utility company is responsible. The Owner and/or occupant of each Lot shall maintain the service area of easements within his property to keep grass and weeds cut, to keep the area free of trash and debris and, further/shall take such action as may be necessary to eliminate or minimize surface erosion, and the Owner of the Lot shall be liable for all damage to surface facilities and utilities thereon, including damage to electric, gas and telephone distribution lines and facilities therein. The Owner of the Lot shall adhere to the landscaping plan filed with the Macomb Township Planning Commission prior to final plat approval.

8. Garages: All garages must be attached and shall be constructed to conform with minimum set back requirements established herein. Garages shall be only for the private use of the occupant of the related dwelling.

9. Signs: No sign for any personal, business or commercial purpose shall be displayed on any Lot, except that, one sign of not more than three (3) square feet in area advertising the property for sale or rent, or a sign of any size used by the builder or developer to advertise the property during the construction and sale above described is permitted.

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

11. Landscaping: All Lots shall have a lawn Installed and shrubbery planted by the Owner within one (1) year after completion of a dwelling structure in order to eliminate or minimize surface erosion and to enhance the general appearance of the entire subdivision. The Owner/Builder of the property within one (1) year after completion of the lawn structure and/or after final grade has been approved, shall plant a maple tree excluding any silver maple tree In the front of the dwelling structure and in the back of the dwelling structure in order to eliminate and minimize surface erosion and to enhance the general appearance of the entire subdivision and in conformance with the ordinances of the Township of Macomb.

12. Nuisances: No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

13. Fences: No fence of any type or size may be constructed on any Lots within the subdivision except in conformity with the local ordinance.

14. Easement for Subdivision Landscaping: The Association, if applicable, or Lot Owners, shall be permitted to enter upon those portions of the plat of the subdivision as may be necessary to install, repair, replace, and maintain such lighting, sprinkling systems, and planting, if any, hereinafter collectively referred to as the "Landscape Easement" as indicated in the plat in accordance with the landscaping plan approved by Macomb Township. The easement for the subdivision landscaping located on Lots 1 through 9, Lots 92 and 93, Lots 121 through 124, Lots 151 through 154, Lots 200 through 202 and Lots 267 through 289, inclusive in Sumpter Forest Subdivision as recorded in Liber \_\_, Page \_\_, Macomb County Records, whose legal description is shown on the final plat. Sumpter Forest Subdivision Lot Owners shall be responsible for installation, repair, replacement and maintenance of the Landscape Easement on a pro rata basis, i.e., each lot shall be responsible for 1/289th costs of any of the above mentioned items that shall be performed on the Landscape Easement. In the event the Association shall, at any time, fail to maintain the Landscape Easement, in accordance with the approved landscape plan, then, Macomb Township ("Township") is authorized to enter the Landscape Easement to maintain the same. The Township shall serve notice by first class mail to the owner(s), appearing on the Township tax rolls, of each lot in the subdivision. The notice shall include a demand that deficiencies in the maintenance be cured within thirty (30) days thereof and notify the owners of the date, time, and place of a public hearing before the Township Board of Trustees or such other boards or body of officials to whom the Township may delegate such responsibility. The hearing shall be held within fifteen (15) days of the notice. At the hearing the Township may modify the terms of the original

notice of deficiencies in maintenance and may grant an extension of time within which the deficiencies shall be cured. If the deficiencies, set forth in the original notice or in the modification thereof, are not cured within thirty (30) days or by any extensions of time granted at the hearing, the Township, in order to eliminate and cure the deficiencies in the operation and maintenance of the Landscape Easement, may enter upon the property and maintain the Landscape Easement for a period of up to one (1) year. Maintenance of the Landscape Easement by the Township shall not constitute a taking of the Landscape Easement nor vest in the public any additional right to use the same. Within sixty (60) days prior to the expiration of the aforesaid one (1) year period that the Landscape Easement is under the control and jurisdiction of the Township, a majority of the Lot Owners or the Association may request another public hearing be held or the Township may call another public hearing upon notice in the same manner as set forth above. At the hearing the Association or Lot Owners shall show cause why maintenance by the Township shall not continue for a succeeding one (1) year period. If the Township shall, reasonably, determine that the Association and/or Lot Owners are ready, willing, and able to maintain the Landscape Easement, the Township shall cease to operate and maintain the Landscape Easement at the end of said year. If the Township shall reasonably determine that the Association or Lot Owners are not ready, willing and able to maintain the Landscape Easement during the next succeeding year, then subject to a similar public hearing and determination in each successive year thereafter, the Township may continue to enter upon and maintain said Landscape Easement. Should deficiencies in the maintenance of the Landscape Easement be determined by the Township to constitute an Impending danger to health, safety, and welfare of the public, or a public or private nuisance, the Township shall have the right to take immediate correction action and summarily abate such danger or nuisance. The Association and/or Lot Owners shall hold harmless, defend and indemnify the Township from any and all claims, demands, costs, expenses, including attorney fees, and judgments, whatsoever, which may arise from the Township's maintenance of the Landscape Easement. The actual costs and expenditures, including administration expenses and attorney fees, incurred by the Township as a result of its maintenance of the Landscape Easement or the immediate abatement of an impending danger or nuisance in relation thereto, shall be at the expense of the Association or the Lot Owners and such costs and expenditures shall be assessed against the lots in the subdivision and become due, collected, and returned for non-payment in the same manner and at the same time as ad valorem property tax levies of the Township. The Township, at its option, shall be subrogated to any rights the Association may have in this Declaration for the imposition of assessments and the collection thereof in relation to the Landscape Easement. The maintenance provisions contained in this Article, or section, shall not be amended in any way

without the prior written consent of the Macomb Township Board of Trustees. The maintenance provisions contained in this Article, or section, shall not be amended in any way without the prior written consent of the Macomb Township Board of Trustees.

15. Public Enforcement: Developer agrees that notwithstanding the private ownership of the subdivision, it may be deemed to be subject to public enforcement of all of the Ordinances of the Township of Macomb and the State of Michigan, respectively, to the same extent as if it were lands open to the public.

16. Intention of Developer: It is the purpose and intention of this Declaration that all of the Lots in said subdivision shall be conveyed by the Grantor subject to reservations, easements use and building restrictions provided to establish a general plan of uniform restrictions in respect to said subdivision, and to insure the residential purposes, and to secure to each Lot Owner full benefits and enjoyment of his home, and to preserve the general character of the neighborhood.

17. IT IS HEREBY DECLARED that the following general restrictions are covenants running with the land, binding on the heirs, personal representative, successors and assigns of the Grantor, and the Grantees of all individual lots in said subdivision, which are to be observed in perpetuity and may not be amended.

18. Taxes and Assessments: Developer hereby consents and agrees that taxes and assessments. If any, assessed against the subdivision may be prorated by the Township of Macomb among the Lot Owners and of any such taxes and assessments billed to each Owner of record as a part of the taxes assessed to the individual lots, to constitute a lien on the Individual lots to be collected and enforced in the same manner as the taxes and assessments directly applicable to said lots.

19. Boats and Recreational Vehicles: No boats and/or recreational vehicles shall be parked in the driveway of any home of each detached single family dwelling.