

## **DECLARATION OF RESTRICTIONS**

### **GENESEE OAKS SUBDIVISION NO. II**

**AS RECORDED IN GENESEE COUNTY RECORDS 2002-042-4005-1256**

**GENOAKS ASSOCIATES, L.L.C.**, a Michigan Limited Liability Company, whose address is P.O. Box 250 Davisburg, MI 48350 ("the "Declarant"), declares:

**Whereas**, the Declarant is the owner of Lots 42 through 86, inclusive, in the Genesee Oaks Subdivision No. 2, in Grand Blanc Township, Genesee County, Michigan, as more fully described on **Exhibit "A"** attached hereto, (the "Subdivision") and intends to construct single family residential dwellings thereon, and,

**Whereas**, the Declarant desires to provide for the preservation and enhancement of the property values and to this end desires to subject the Subdivision to the covenants, restrictions and easements hereinafter set forth.

**NOW, THEREFORE**, in consideration of the mutual benefits to be delivered by the undersigned, its successors and assigns and all intended purchasers, and future owners of the various lots comprising the Subdivision, the Declarant for itself, its successors and assigns does hereby publish, declare and make known to all purchasers and future owners in the Subdivision that such lots will and shall be subject to all of the provisions of the Declaration, which shall be incorporated by reference in all deeds of conveyance for the sale of said lots, and each of the provisions of this Declaration shall be deemed to be a covenant running with the Land, and shall be binding upon all parties who acquire an interest in any lot in the Subdivision, their heirs, personal representatives, successors and assigns.

## **ARTICLE I**

### **ARCHITECTURAL CONTROL**

No dwelling, structure, fencing, outbuilding, landscape structure, deck, pool, shed, playscape, communications antennae, satellite dishes, or exterior improvement shall be commenced, erected or maintained on any lot or elsewhere within the Subdivision, nor shall any exterior modification be made to any existing building, structure or improvement, unless architectural plans (including elevations) and specifications therefore together with site plans, grading plans and landscape plans, identifying height,

building materials, colors, topography and location of the same on the lot, and containing such other details as the Developer may require, have first been submitted to and approved in writing by the Declarant.

**Section 1.** Plans and specifications for the final approval by the Declarant shall include the following:

- a. Complete plans and specifications (for any building, deck, structure or pool) sufficient to secure a building permit in the Township of Grand Blanc, including a dimensional plot plan showing lot and placement of residence, garage, outbuildings, decks, exterior structures and fences, if any.
- b. Front elevation, side elevations and rear elevation of building (plus) elevations of walls and fences (if any).
- c. A perspective drawing if deemed necessary by the Declarant to interpret adequately the exterior design, which shall be of Traditional style.
- d. Data as to size, materials, colors, and texture of all exteriors including roof coverings, and fences (if any).
- e. Two sets of Blueprints shall be delivered to Declarant; one which shall remain on file with Declarant.

**Section 2.** No structure may be constructed or modified on a lot in the Subdivision that violates the Grand Blanc Township Zoning Ordinance, or violates any of the restrictions set forth in Article II and III of this Declaration, except in cases where variances or waivers have been granted.

**Section 3.** The Declarant may disapprove plans because of noncompliance with any of the restrictions set forth in Articles II and III of this Declaration, or because of reasonable dissatisfaction with the grading and drainage plan, the location of the structure on the lot, the materials used, the color scheme, the finish, design, proportions, shape, height, style or appropriateness of the proposed improvement or alteration because of any matter or thing, which in the reasonable judgement of the Declarant would render the proposed improvements or alteration inharmonious or out of keeping with the objective of the Declarant or with improvements erected on other lots in the Subdivision.

**Section 4.** In the event the Declarant fails to approve or disapprove plans within fifteen (15) days after submission, then such approval will not be required, but all other limitations, conditions and restrictions set forth in this Declaration shall apply and remain in force as to such plans.

**Section 5.** Declarant's approval shall be deemed given if the plans and specifications submitted for approval are marked or stamped as having been finally approved by the Declarant, and are dated and signed by the Declarant.

## ARTICLE II

### **BUILDING AND USE RESTRICTIONS FOR THE SUBDIVISION**

#### **Section 1.** Use of lots.

All lots shall be used for single family residence purposes only, and no building of any kind whatsoever shall be erected, re-erected, moved or maintained thereon except one family dwelling house and appurtenant buildings on each lot, as hereinafter provided. Such dwelling house shall be designed and erected for occupation by a single private family. A private attached garage for the sole use of the respective owner or occupant of the lot upon which said garage is erected may also be erected and maintained.

#### **Section 2.** Character and Size of Buildings.

No dwelling shall be permitted on any lot unless, in the case of a one-story building, the living area thereof shall be not less than 1,400 square feet; in the case of a one and one-half story building, the living area shall be not less than 1,500 square feet; and in the case of a two-story building, the living area shall be not less than 1,500 square feet. All computations of square footage for determination of the permissibility of erection of a residence shall be exclusive of garages, porches, or terraces. All garages must be attached. The Declarant may grant such exceptions to this restriction as it deems suitable. No garage shall provide space for less than two (2) and more than three (3) automobiles. Carports are specifically prohibited.

#### **Section 3.** Minimum Yard Requirements.

No building on any lot shall be erected nearer than thirty (30) feet from the front lot line and shall comply with all other set back line requirements as defined in the Grand Blanc Township Zoning Ordinance.

#### **Section 4.** Animals

No farm animals, livestock or wild animals shall be kept, bred or harbored on any lot, nor shall any animals be kept or bred for commercial purposes. Domestic animals commonly deemed to be household pets may be kept by the Owner and members of the household so long as such pets shall have such care as not to be objectionable or offensive to others. Any dog kept by a resident on his premises shall be kept either on a leash or in a fenced backyard that has been approved by the Declarant, and shall not be allowed to run loose or unattended. No dog runs or pens shall be permitted to be erected or maintained.

#### **Section 5.** Sight Distance at Intersections

No fence, wall, hedge, or shrub plantings which obstructs sight lines at elevations between three (3) and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended.

**Section 6. Easements.**

Easements for the installation and maintenance of utilities, underground television cable, sewer lines, water mains, drainage lines, surface drainage facilities, or any other improvements which would serve the residents of the Subdivision, are reserved to the Developer, its successors and assigns, as shown on the recorded plat. The use of all or a part of such easements may at any time or times hereafter be granted or assigned by Developer, its successors or assigns, to any person, firm, corporation, governmental unit or agency which furnished such services or utilities.

Private easements for the public utilities and other underground facilities have been granted and reserved on the plat of the Subdivision. No buildings may be constructed or maintained over or in any easements; however, after the aforementioned utilities have been installed, planting, fencing (where permitted) or other lot line improvements shall be allowed, so long as they do not violate the provisions of this Article and do not interfere with, obstruct, hinder or impair the drainage plan of the Subdivision or interfere with the purpose or function of which the easement has been reserved or is being utilized and as long as access be granted, without charge or liability for damages, for the installation and/or maintenance for the utilities, drainage lines and/or additional facilities.

**Section 7. Temporary Structures.**

Trailers, tents, shacks, barns, or any temporary buildings of any description whatsoever, are expressly prohibited and no temporary occupancy shall be permitted in unfinished residential buildings, except where allowed by a Temporary Certificate of Occupancy issued by Grand Blanc Township Building Department. However, the erection of a temporary building for materials and supplies to be used in the construction of a dwelling, and which shall be removed from the premises upon completion of the building is permitted.

**Section 8. General Conditions**

- a. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same shall not be kept except in sanitary containers properly concealed from view. Garbage containers shall not be left at the road for more than twenty-four (24) hours in any one week. Garbage containers shall not be set out prior to sunset of the day preceding garbage pickup. Waster containers ("Dumpsters") may be used for construction purposes.
- b. No house-trailers, commercial vehicles, trucks, boat trailers, boats, camping vehicles or camping trailers may be parked or stored on any lot, unless stored fully enclosed within an attached garage. Commercial vehicles and trucks shall not be parked in the Subdivision, or on any lot therein, except while making normal deliveries or pickups in the normal course of business. However, a construction trailer and construction vehicles may be maintained by each builder offering new houses for sale during the period when new houses are under construction in the Subdivision by that builder.

- c. No laundry shall be hung for drying in such a way as to be visible from any street, residence, or yard of adjacent lots.
- d. The grade of any lot or lots in the Subdivision may not be changed without the written consent of the Declarant. This restriction is intended to prevent interference with the master drainage plans for the Subdivision. The Declarant may grant such exceptions to this restriction as it deems suitable.
- e. No “through the wall” air-conditioners may be installed on the front or side wall or in any front or side window of any building.

**Section 9. Sales Agency and/or Business Office.**

Notwithstanding anything to the contrary elsewhere set forth herein, Declarant and/or any builders which it may designate may construct and maintain a sales agency and a business office on any lots which they may select, or may use a model house for such purposes, and Declarant and such designated builders may continue to do so until such time as all of the lots in which Declarant or such designated builders have an interest are sold by them.

**Section 10. Lease Restrictions**

No owner of any lot shall lease and/or sublet less than the whole of any dwelling on any lot without written consent of Declarant.

**Section 11. Exterior Surface on Dwellings**

The visible exterior walls of all dwelling structures shall be made of wood, brick, brick veneer, vinyl siding, and/or stone in any combination. Stucco and/or ledge rock, reverse board and batten, other wood siding, vinyl or aluminum siding may also be used. The use of cinder block, slag, cement block, imitation brick and imitation stone or asphalt, is expressly prohibited. The Declarant may grant such exceptions to this restriction as it deems suitable.

**Section 12. Fences.**

No fences, wood or solid hedge may be erected, grown or maintained in front of, or along the frontline, of any lot. The side lot line of each corner lot which faces a street shall be deemed to be a second front lot line and shall be subject to the same restrictions as to the erection, growth or maintenance of fences, walls or hedges as is hereinbefore provided for front building lines.

- a. No fence other than wood split-rail, wood privacy, ornate metal or vinyl, or other backyard enclosure approved by Declarant, shall be erected or maintained on or along the side of any lot, and/or on or along the rear line of any lot. Fences which are required by local ordinance to enclose swimming pools which comply with the requirements of Article II Section 4 of this Declaration, shall be permitted.

- b. No chain link fences will be allowed. Fences surrounding pool yards must be decorative black wrought iron or decorative wrought aluminum. No fence of any type may be erected without the Declarant's approval.

**Section 13. Signs.**

No sign or billboard shall be placed, erected, or maintained on any lot except one (1) sign advertising the lot, or the house and lot for sale, which sign shall have a surface of not more than six (6) square feet, and the top of which shall not be more than three (3) feet above the ground; provided, however, that such sign shall have been constructed and installed in a professional manner. Any such sign shall be kept clean in good repair during the period of its maintenance on the lot, and shall in no event be placed and maintained nearer than twenty (20) feet from the front lot line. The provisions of this paragraph shall not apply to such signs as may be installed or erected on any lot by Declarant, or any builder which it may designate, during the initial period of construction of houses and during such periods as any residence is used as a model or for display purposes.

**Section 14. Destruction of Building by Fire, etc.**

Any debris resulting from the destruction of whole or in part of any dwelling or building on any lot shall be removed with all reasonable dispatch from such lot in order to prevent any unsightly condition. Building permits for reconstruction must be secured within sixty (60) days after destruction in whole or in part of dwelling. Building must begin within thirty (30) days of permit being ready.

**Section 15. Landscaping.**

Upon the completion of a residence on any of the lots the owner thereof, (and the word "owner", as used in this connection, is intended to mean the person(s) who purchase a residence from the builder thereof, and each subsequent purchaser ), shall cause the lot owned to be finish-graded and seeded or sodded and suitably landscaped as soon after the completion of construction as weather permits. The lot and the drainage ditch, if any contiguous to each lot shall be kept free of weeds by the owner thereof. All landscaping and lawn shall be well-maintained at all times. Grass is not to exceed six (6) inches at any given time.

**Section 16. Outbuildings**

Any outbuilding hereafter constructed on any Lot shall be a minimum of 80 square feet of total area and a maximum of 320 square feet of total area for Lots 42 through 58, inclusive and 140 square feet of total area for all remaining Lots. Total Area shall be determined as calculated on exterior dimensions. Outbuildings are specifically prohibited from being erected on Lots 71 through 86, inclusive, Lot 59 and Lot 60 until September 1, 2007. All outbuildings shall be constructed with substantially the same architecture, type of construction, style, exterior building materials and roof pitch of the residential dwelling on that specific Lot. No outbuilding of any type may be erected without the Declarant's approval.

## ARTICLE III

### GENERAL PROVISIONS

#### **Section 1. Enforcement.**

The Declarant (or its assignee) and any Owners shall have the right to enforce by any proceeding at law or in equity the restrictions, conditions and covenants imposed by this Declaration. Failure of any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

#### **Section 2. Severability**

Invalidation of any one of these covenants or restrictions by judgement or court order in no way affects any other provision, which shall remain in full force and effect.

#### **Section 3. Amendment.**

The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by the parties owning seventy-five (75%) percent or more of the lots in the Subdivision except that amendments made by the Declarant during its ownership of lot(s) shall not require the vote, signature or approval of any other lot owners. Any amendment must be recorded with the Genesee County Register of Deeds. Utility service and conservation area provisions may not be amended.

#### **Section 4. Assignment or Transfer of Rights and Powers.**

Declarant hereby reserves the unequivocal right to assign to others in whole or in part, at any time and from time to time, any or all of the rights and powers, titles, easements and estates hereby reserved or given to Declarant herein, including the right and power to approve or disapprove any use, act, proposed action, or any other matter or thing. Any such assignment or transfer shall be made by appropriate instrument in writing and such assignee shall thereupon have the same rights and powers, and be subject to the same obligations and duties as herein given, reserved to, and assumed by Declarant in connection with the rights, power, and easements so assigned, and such instrument, when executed by such assignee shall, without further act, release said Declarant from all obligations, duties and liability in connection therewith.

## ARTICLE IV

### COMMON AREAS

It shall be unlawful for any person to deposit any material, including structures, into, within or upon any Common Area or Detention / Retention Ponds as show on the Plat, and/or to disturb, damage, modify or harm such areas and/or the habitats in or functions performed by such. It is the intent of this Article to preserve the Common Areas; and all structures inconsistent with such intent are prohibited.

**ARTICLE V**

**SUBDIVISION ASSOCIATION**

The rights and obligations of the Declarant with respect to approval, supervision, and control of these building and use restrictions involving discretionary decisions may be assigned by the Declarant hereafter to a homeowners association of the Subdivision. Such transfer of rights and obligations may be made at any time Declarant deems it appropriate but in any event shall be made when Declarant has sold all of the lots in the Subdivision or has no further interest herein. Declarant shall have the right to form a Michigan non-profit corporation, and each lot owner shall be required to be a member thereof and to accept it as an operative association, to which the rights and obligations may be transferred by Declarant. If a lot has been sold on Land Contract, the Land Contract Vendee(s) shall be deemed to be the owner for the purposes of this Declaration. The Declarant or the Homeowners' Association shall have the authority to impose such dues and assessments as are deemed necessary to pay the cost of owning, maintaining and/or improving Subdivision entrances, drainage facilities, common elements and providing appropriate services to the residents. Dues and assessments shall be due and payable within thirty (30) days after billing. In the event any lot owner shall fail to pay such dues or assessments when due, the Declarant or succeeding Homeowners Association may record a statement in the Office of the Register of Deeds for Genesee County against the lot showing the amount due which shall be a lien on the lot until fully paid. The Declarant or the Association shall have the right to bring an action in a court of competent jurisdiction to collect against said owner or foreclose the lien. Upon payment, an appropriate discharge of lien in the form eligible for recording shall be given to Declarant or its assignee.

IN WITNESS WHEREOF, this Declaration is executed this 1st day of March, 2005.

DECLARANT:

GENOAKS ASSOCIATES, L.L.C.,  
a Michigan Limited Liability Company

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by: Kevin M. Marsee, Member

STATE OF MICHIGAN

COUNTY OF GENESEE

The foregoing Declaration of Restrictions was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005 by Kevin M. Marsee, a Member of GENOAKS ASSOCIATES, L.L.C., a Michigan Limited Liability Company, on behalf of the L.L.C..

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Notary Public

Lots 42 through 86, both inclusive, GENESEE OAKS SUBDIVISION No. 2, according to the Plat thereof, as recorded in Plan 2002-042-4005-1256, Genesee County Records.

**INSTRUMENT DRAFTED BY:**

Kevin M. Marsee  
GenOaks Assoc., L.L.C.  
10500 Liberty Way  
Davisburg, MI 48350

**WHEN RECORDED RETURN TO:**

Kevin M. Marsee  
GenOaks Assoc., L.L.C.  
10500 Liberty Way  
Davisburg, MI 48350

## Exhibit "A"

Lot	Address	Street	Sidwell
42	5310	Bianca Drive	12-03-583-001
43	5320	Bianca Drive	12-03-583-002
44	5330	Bianca Drive	12-03-583-003
45	5340	Bianca Drive	12-03-583-004
46	5350	Bianca Drive	12-03-583-005
47	5360	Bianca Drive	12-03-583-006
48	4416	Daniel Drive	12-03-583-007
49	4420	Daniel Drive	12-03-583-008
50	4432	Daniel Drive	12-03-583-009
51	4442	Daniel Drive	12-03-583-010
52	4450	Daniel Drive	12-03-583-011
53	4460	Daniel Drive	12-03-583-012
54	4470	Daniel Drive	12-03-583-013
55	4480	Daniel Drive	12-03-583-014
56	4490	Daniel Drive	12-03-583-015
57	4494	Daniel Drive	12-03-583-016
58	5359	Peter Drive	12-03-583-017
59	5353	Peter Drive	12-03-583-018
60	5333	Peter Drive	12-03-583-019
61	5327	Peter Drive	12-03-583-020
62	4491	Kristina Drive	12-03-583-021
63	4487	Kristina Drive	12-03-583-022
64	4477	Kristina Drive	12-03-583-023
65	4469	Kristina Drive	12-03-583-024
66	4453	Kristina Drive	12-03-583-025
67	4445	Kristina Drive	12-03-583-026
68	4437	Kristina Drive	12-03-583-027
69	4429	Kristina Drive	12-03-583-028
70	4423	Kristina Drive	12-03-583-029
71	4424	Kristina Drive	12-03-583-030
72	4430	Kristina Drive	12-03-583-031
73	4440	Kristina Drive	12-03-583-032
74	4448	Kristina Drive	12-03-583-033
75	4456	Kristina Drive	12-03-583-034
76	4464	Kristina Drive	12-03-583-035
77	4472	Kristina Drive	12-03-583-036
78	4482	Kristina Drive	12-03-583-037
79	4483	Daniel Drive	12-03-583-038
80	4473	Daniel Drive	12-03-583-039
81	4465	Daniel Drive	12-03-583-040
82	4457	Daniel Drive	12-03-583-041
83	4449	Daniel Drive	12-03-583-042
84	4441	Daniel Drive	12-03-583-043
85	4431	Daniel Drive	12-03-583-044
86	4425	Daniel Drive	12-03-583-045