

**LAKE FOREST HIGHLANDS
FIRST AMENDED DEED RESTRICTIONS
AND PROTECTIVE COVENANTS**

The undersigned, being the Developer of the property constituting a subdivision known as "Lake Forest Highlands," as more fully described in the Lake Forest Highlands Deed Restrictions and Protective Covenants as recorded in Liber 3053 pages 161 through 172 Washtenaw County Records ("Original Restrictions"), acting pursuant to Paragraph 30 of the Original Restrictions, hereby adopts these Lake Forest Highlands First Amended Deed Restrictions and Protective Covenants, effective on the date set forth below, to replace the Original Restrictions and to affect the property located within the Township of Pittsfield, County of Washtenaw, State of Michigan and more particularly described on Exhibit A, which is attached hereto.

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 lots in said subdivision, for the time limited in this instrument, with the specific exception of those restrictions enumerated in paragraphs 2, 7, and 8 which shall run with the land in perpetuity.

DEVELOPER is Lake Forest Partners 2, Inc., whose principal address is 4111 Timber Ridge Dr., Ann Arbor, MI, 48108, 734.996.9456.

USES OF THE PROPERTY

1. **RESIDENTIAL USE.** Each lot in the subdivision 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 two car capacity; except that an in-ground swimming pool, tennis court, tool and garden shed or similar facility may be permitted provided that such facility be built in a manner and location deemed by the Lot Owners Association, in its sole discretion, to be in harmony with the character of the subdivision, and in conformance with these deed restrictions and protective covenants and in conformance with all applicable governmental regulations. Fences are expressly prohibited except as approved in the same manner as set forth in Paragraph 8.
2. **EASEMENTS AND DRAINAGE.** Easements on individual lots for installation and maintenance of utilities and/or storm drains or any other purpose are shown on the plats for each phase of the subdivision as recorded in Liber 29 of plats, pages 71, 72, and 73, Liber 30 of plats, pages 34, 35 and 36, and Liber 31 of plats, pages 49 and 50. Access without charge shall be allowed to the Association for the purposes of maintenance, repairs and/or the installation of additional utilities and/or storm drains.
 - a. All lot Owners shall maintain easements, located within their lot, in a neat and orderly manner including mowing and debris removal.
 - b. Pittsfield Charter Township is a beneficiary hereunder and, at its discretion, has or will have the right, but not the obligation, to compel the Association and individual lot Owners to maintain all storm drains and related systems shown on the plats and to charge to and require reimbursement from the Association, as further described herein, for any expenses incurred in exercising its rights hereunder.

- c. No grading or berming shall be permitted within drainage easements, without the express written consent of the Association and Pittsfield Charter Township.
- d. The property within the subdivision is a Planned Unit Development, developed pursuant to certain requirements of Pittsfield Charter Township and for the benefit of all property Owners within the subdivision, with respect to the preservation of certain natural features within the subdivision. Easements for the preservation of natural features have or will affect certain lots within the subdivision. With respect to the lots so affected no construction, cutting of trees, application of pesticides, nor other activity tending to disturb the natural condition of the area subject to said preservation easements shall be permitted. Pittsfield Charter Township shall have the right to compel the Association and/or lot Owner to desist from any activity in violation of this provision.

3. **UTILITIES.** No utilities other than underground utilities shall be installed on any property contained within the subdivision.

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

5. **LOT OWNERS ASSOCIATION.** There is hereby established the Lake Forest Highlands Lot Owners Association, which shall be incorporated as a Michigan non-profit corporation, herein referred to as "the Association". The purpose of the Lot Owners Association shall be to own and maintain the parks, open space, wetlands, cul-de-sac islands, and common elements within all phases of the subdivision for the use and benefit of all lot Owners, and for such other purposes as it shall deem reasonable and necessary.

The Lot Owners Association shall consist of the Owners of the residential lots in Lake Forest Highlands Subdivision, recorded or to be recorded. Directors shall be elected by the members of the Association. Each residential lot in the subdivision shall be entitled to one (1) vote in the Association.

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 to be for benefit of the Association members.

6. **MAINTENANCE FUND.** All lots included in any final plat approved and recorded within the subdivision shall be subject to an initial charge of \$100 per lot, at the time of acceptance of title to such lot(s), and annual charges of such amounts as the Association shall from time to time, deem reasonable and necessary, for purposes of creating and maintaining a "Maintenance Fund," Annual charges shall be assessed and payable in advance, beginning on January 1, 1995.

The maintenance fund shall be used to pay for benefits and obligations of the Association and the members thereof including liability insurance, taxes, and entryway maintenance, lawn mowing, ordinary expenses of administering the Association and such other items as shall be reasonable and necessary for the benefit of the members of the Association.

It is expressly acknowledged that the Association shall be responsible for the maintenance and landscaping of medians in public streets and the islands in the turning circles of the cul de sac streets, which shall be regularly maintained in a nuisance free, aesthetic condition; and also for the maintenance of drains outside the Washtenaw County Road Commission right of way. In the event that the Association fails to satisfy its obligations hereunder, Pittsfield Charter Township shall have the right, but not the obligation, to compel the Association and/or individual lot owners to satisfy said obligations through a suit in equity in a Court of appropriate jurisdiction and to back charge the Association for any expenses incurred in so doing.

It is expressly acknowledged that the Maintenance Fund charges referred to herein shall be a lien on the property to which said charges are made. By acceptance of title to any lot within the subdivision the Owner thereof, from the date that it acquires said title, shall be held to covenant and agree to pay the Association all charges provided for herein. Any mortgagee who subsequently becomes an Owner of the lot shall be subject to payment of these charges. Any mortgagee who subsequently becomes an Owner of the lot shall be subject to payment of these charges, provided that, any such charges discussed herein shall be subordinate to Mortgagee's interest.

7. **BUILDING RESTRICTIONS.** All structures to be erected on any lot in the subdivision shall be strictly

subject to the requirements of this section. Any change, alteration or replacement of an existing structure shall be subject to the restrictions set forth in this section.

All homes to be constructed in the subdivision shall include no less than 1,600 square feet of floor area; provided that, garages, carports, porches and breezeways shall not be included in computing such required floor area and no part of a residence below ground level shall be included in computing such required floor area.

Every home shall have an attached garage of not less than two car capacity; provided that the location of said garage shall be subject to the review of the Association hereunder. The Owner shall be responsible for the construction and maintenance of concrete sidewalks in accordance with the requirements of Pittsfield Township, pursuant to site plans as approved by the Township. The Owner shall be responsible for final grading of its lot and seed all front and side yards upon completion of Construction of a home thereon.

All plans, elevations, exterior materials and colors to be used must be approved by the Association as further provided herein. Only exterior materials made from wood or wood products, stone, or brick shall be permitted. Roofs shall be covered with asphalt shingles or other suitable materials as approved in writing by the Association.

Uniform mailbox posts, as approved by the Association, shall be maintained by the lot Owner. Any newspaper receptacles must be attached to the post below the mailbox.

During construction, landscaping or any work or usage of a lot Owner's property ("work"), any damage to the road, road shoulder and curbs, drainage systems or any common elements shall be repaired at the sole cost and expense of the lot Owner for whom work is being performed. If damage occurs, the Association shall give written notice to the lot Owner as to the extent of such damage. The lot Owner shall repair said damage within 30 days after receiving said notice. If repairs have not been completed within 30 days, then the Association may repair the damage and bill the lot Owner. If the costs are not paid within 30 days after the date of the bill, the Association may place a lien upon the subject lot for such costs, together with expenses and/or take any other action permitted by law. The Association shall be entitled to recover interest and costs, including attorneys' fees, in any proceeding to recover the amount owed from the lot Owner or to place or enforce a lien upon the subject lot.

All construction approved by the Developer under the Original Restrictions shall be deemed approved hereunder.

There shall be no dumping or placing of any material, landscaping, or structure in a common area without the express written consent of the Association. Any approved item placed in a common area shall become the property of the Association, provided, however, that the lot Owner, and any subsequent lot Owner, shall bear sole responsibility for its maintenance and upkeep.

8. **BUILDING APPROVAL.** No dwelling, structure, swimming pool, fence, or other development shall be permitted upon any lot in the subdivision, nor shall any grade in the subdivision be changed or other construction work done unless the express written approval of the Association is obtained in advance as follows:

- a. The Owner shall submit a preliminary elevation for each proposed house showing, at least, the proposed front elevation and sufficient detail to demonstrate the architectural concept and character, including placement of doors and windows, porch and garage details and a basic layout of the proposed house on the lot.
- b. After the Association has approved the preliminary plan described above, and prior to submittal to Pittsfield Township for building permits, the Owner shall submit final plans showing the finished grade, the plot, the location of the dwelling and all other buildings and structures. The construction plan and specifications shall show the size, type, materials and colors of all exterior elevation and shall provide other pertinent construction details.
- c. The Association shall not give its approval to the proposals 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 the Association give its approval unless the external design, material, and location of the construction proposal shall be in harmony with the character of the subdivision and with the topography and grade elevations both of the lot upon which the proposed construction is to take place, and the neighboring lots in the subdivision. The Association shall have the right to assign its responsibilities and authority hereunder to a third party.

- d. If anyone shall begin construction without the above referenced approvals from the Association, s/he shall forthwith completely remove such construction upon being informed to do so by the Association regardless of the stage of completeness of such construction. If not removed forthwith upon such notice, the Association shall have the full right to enter upon the lot and cause such construction to be removed; provided that, the cost of removal plus all expenses shall be chargeable to the lot Owner, and the Association may place a lien upon the subject lot for such charges, together with appropriate interest.
- e. Lot Owners should be aware that Pittsfield Township may require the following information for application of a build permit including, but not limited to: i) existing and proposed elevations at property corners; ii) finished floor elevations iii) drainage arrows; iv) on-site benchmark clearly identified, visible and well secured and v) height between finished floor and footing.
- f. Individual building permit plot plans will be reviewed by Pittsfield Township for conformance with the Lake Forest Highlands overall grading plan.

9. **CONSTRUCTION PROGRESS.** The building, alteration, or repair of any dwelling or structure in the subdivision, once commenced, shall be completed as soon as reasonably possible; and in the event construction progress ceases for a period of more than ninety (90) days, except due to strikes, acts of God, or other conditions beyond the control of the builder, the Association is authorized to demolish it and clear the property, or to complete it; and in either case, charge the cost as a lien against the lot. All unused building materials and temporary construction shall be removed from the subdivision within ten (10) days after substantial completion of construction. The entirety of all lots (front, rear and side yards) shall be final graded and seeded or covered with other landscaping as soon as the construction work and weather permits.

10. **SIGNS.** No signs or other advertising devices or symbols shall be displayed anywhere in the subdivision except "For Sale" signs of not more than six square feet in area, advertising a single dwelling. All such signs allowed must be maintained in good condition and must be removed promptly upon the sale of the dwelling. Subdivision entrance signs are exempt from this provision and shall be maintained by the Association.

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

12. **VEHICLES.** No unlicensed or unregistered motor vehicle nor any vehicle that is not in operating condition shall be parked on any street, the easement for ingress and egress or in any driveway or yard within the subdivision.

No commercial motor vehicle or trailer shall be parked on any street, easement, driveway or yard for more than 8 hours in any 24 hour period. Notwithstanding the foregoing, commercial vehicles and machines and equipment required to perform construction or repairs to any dwelling for the period of time necessary for said construction or repairs are permitted.

13. **LIVESTOCK AND PETS.** No animals, livestock, birds or poultry of any kind shall be raised, bred or kept on any property within the subdivision, except that common household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. Common household pets shall be on a leash or otherwise confined to the Owner's property and may not be kept if they become an annoyance or nuisance to the neighborhood. The pet's owner shall be responsible for the prompt removal of any pet waste or fecal matter deposited by the pet. Fencing for common household pets may be permissible, provided that the Association shall review and approve in advance the design of such fencing in accordance with the terms hereof.

14. **COMMERCIAL OPERATION.** No commercial operation or commercial business of any kind may be conducted on or from any property in the subdivision; provided that home offices may be permissible subject to the approval of the Association.

15. **GARBAGE AND REFUSE.** No property, including without limitation, any common area, 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. No incinerators or burning shall be permitted. Trash and garbage shall not be put out for pick up more than twenty-four (24) hours prior to the scheduled time for pick up.

16. **FENCES.** Fences along lot lines shall generally not be permitted, except split rail fencing. Ornamental or decorative fencing, including fencing around swimming pools and for pets, may be allowable but not without the express written approval of the Association.
17. **ANTENNA.** No antenna or satellite dish shall be installed on any property without the express written approval of the Association.
18. **SWIMMING POOLS.** No swimming pools shall be erected or placed on any lot other than an in-ground pool, and such in-ground pools shall require appropriate fencing for safety purposes in accordance with applicable Pittsfield Township Ordinances.
19. **MAINTENANCE OF PROPERTY.** No parcel of property 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. Snow and ice must be removed from sidewalks within a reasonable time. In the event that the Owner does not properly maintain any lot, The Association is authorized to contract for the necessary maintenance and charge the Owner with the cost of performing the required maintenance.
20. **DRIVEWAYS.** Every dwelling shall have a concrete surface drive at the time of initial occupancy. Any change or alteration to the existing driveways must be approved in advance by the Association. Notwithstanding the foregoing, a lot Owner may perform routine maintenance such as sealing or crack-filling, without the prior approval of the Association.
21. **YARD REQUIREMENTS.** The front and back yard building set-backs shall be no less than 35 feet; The side yard set back shall be no less than 5 feet on one side and 15 feet for both sides, provided however, that the Association may require additional set backs which shall be considered at the time that the Owner submits its final plot plan. The Owner shall submit and the Association shall approve landscaping plans for each lot in the subdivision. Any material changes in landscaping shall be submitted to the Association for approval before implementation.
22. **SIGHT DISTANCES.** No fence, wall, tree, hedge or shrub planting which obstructs reasonable sight lines shall be permitted.
23. **ABATEMENT OF VIOLATIONS.** Notice, by personal service or certified mail return receipt requested, to a lot Owner for a violation of any condition or restriction or for breach of any covenant herein contained, shall give the Association, in addition to all other remedies, the right to enter upon the land on which such violation or breach shall exist and summarily abate and remove same, at the expense of the Owner thereof. Such abating party shall not thereby become liable in any manner for trespass, abatement nor removal. Any costs incurred by the Association in enforcing said abatement, if not promptly reimbursed by the Owner, shall constitute a lien against the Owner's lot(s).
24. **FINAL PLAT APPROVAL.** Every Owner or any other person or entity having an interest in the property of such nature so as to require such person or entity, pursuant to the Michigan Plat Act, to approve the final plat, of any phase of the subdivision, agrees to sign any and all documents necessary for the recording of the final plat for any such phase.
25. **TERM OF RESTRICTION.** All restrictions, conditions, covenants, charges and agreements contained herein shall continue in full force and effect and shall run with the land, provided however that, after fifteen (15) years from the date of the recording of the Original Restrictions, the Owners of the fee of two-thirds (2/3) or more of the lots in said subdivision may release all or part of said lots from all or some portion of these restrictions, except those restrictions contained in paragraphs 2, 7, 8 and 10, 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.
26. **ENFORCEMENT.** Enforcement shall be by proceeding at law or in equity, whether to retain or recover damages, against any person or persons violating or attempting to violate any covenant herein contained. 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 lot Owners violate the covenant, or any of these restrictions relating to said covenant.

27. **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.

28. **WAIVER.** Waiver either in writing or by failure to act in the enforcement of any instance of violation hereof shall in no way act 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.

29. **AMENDMENT.** The Association may amend these First Amended Deed Restrictions and Protective Covenants from time to time to promote the efficient development and administration of the subdivision, provided that any amendments hereto are first approved by the Owners of not less than two-thirds 2/3 of the lots in the subdivision. In no event shall the Association amend the terms hereof to require contributions from lot Owners in excess of the amounts described in paragraph 6 hereof.

IN WITNESS WHEREOF, the Developer has executed this amendment on the _____ day of _____ 2001.

WITNESS:

DEVELOPER:
LAKE FOREST PARTNERS 2, INC.

Witness

by _____
Louis R. Johnson

Witness

its President

STATE OF MICHIGAN)
)
COUNTY OF WASHTENAW)

The foregoing document was acknowledged before me this _____ day of _____ 2001, by Louis R. Johnson, as President of Lake Forest Partners 2, Inc., a Michigan corporation.

Notary Public
State of Michigan
County of Washtenaw
My commission expires: _____

This instrument drafted by:
Andrew M. Eggan (P 25257)
1349 South Huron Street
Ypsilanti, MI 48197

When recorded return to:
Andrew M. Eggan
1349 South Huron Street
Ypsilanti, MI 48197

EXHIBIT A

Total Boundary (rotated to Lake Forest No. 3 bearings for platting)
 That part of the SW 1/4 of Section 7, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan described as:
 Beginning at the S 1/4 corner of said Section 7; thence N88° 33'51" W 1344.20 feet along the S line of said
 Section 7 and the centerline of Ellsworth Road; thence N01° 14' 19" E2663.82 feet along the W line of the E 1/2 of
 said SW 1/4; thence S88° 44'21"E 701.21 feet along the E-W 1/4 line of said Section 7; thence S01° 19'39"W
 655.59 feet; thence S88° 44'21"E 662.40 (rec. as 662.05) feet; thence S01° 45'45"W 2012.42 feet along the N-S
 1/4 line of said Section 7 to The point of beginning; containing 73.00 acres more or less and subject to the rights
 of the public in Ellsworth Road. Now known as Lake Forest Highlands containing 105 lots numbered 1-75, and
 110-139, inclusive and 8 private parks (Big Sky Park, Highlander Park #1, Highlander Park #2, Highlander Park
 #3, Highlander Park #4, Intersection Park, Northridge Park, and Vail Park).

Parcel Id. Nos.

Lot #	Parcel	Lot #	Parcel	Lot #	Parcel	Lot #	Parcel
1	L-12-07-301-001	31	L-12-07-303-031	61	L-12-07-307-061	125	L-12-07-312-125
2	L-12-07-301-002	32	L-12-07-303-032	62	L-12-07-307-062	126	L-12-07-313-126
3	L-12-07-301-003	33	L-12-07-303-033	63	L-12-07-307-063	127	L-12-07-313-127
4	L-12-07-301-004	34	L-12-07-303-034	64	L-12-07-307-064	128	L-12-07-313-128
5	L-12-07-301-005	35	L-12-07-303-035	65	L-12-07-308-065	129	L-12-07-313-129
6	L-12-07-302-006	36	L-12-07-303-036	66	L-12-07-308-066	130	L-12-07-313-130
7	L-12-07-302-007	37	L-12-07-303-037	67	L-12-07-308-067	131	L-12-07-313-131
8	L-12-07-302-008	38	L-12-07-303-038	68	L-12-07-308-068	132	L-12-07-313-132
9	L-12-07-302-009	39	L-12-07-303-039	69	L-12-07-308-069	133	L-12-07-313-133
10	L-12-07-302-010	40	L-12-07-303-040	70	L-12-07-308-070	134	L-12-07-313-134
11	L-12-07-302-011	41	L-12-07-303-041	71	L-12-07-308-071	135	L-12-07-313-135
12	L-12-07-302-012	42	L-12-07-303-042	72	L-12-07-308-072	136	L-12-07-313-136
13	L-12-07-304-013	43	L-12-07-303-043	73	L-12-07-308-073	137	L-12-07-313-137
14	L-12-07-304-014	44	L-12-07-303-044	74	L-12-07-308-074	138	L-12-07-313-138
15	L-12-07-304-015	45	L-12-07-303-045	75	L-12-07-308-075	139	L-12-07-313-139
16	L-12-07-304-016	46	L-12-07-303-046	110	L-12-07-312-110		
17	L-12-07-304-017	47	L-12-07-303-047	111	L-12-07-312-111		
18	L-12-07-304-018	48	L-12-07-303-048	112	L-12-07-312-112		COMMON AREAS
19	L-12-07-303-019	49	L-12-07-305-049	113	L-12-07-312-113	L-12-07-301-800	Big Sky Park
20	L-12-07-303-020	50	L-12-07-305-050	114	L-12-07-312-114	L-12-07-313-800	Highlander Park #1
21	L-12-07-303-021	51	L-12-07-305-051	115	L-12-07-312-115	L-12-07-312-800	Highlander Park #2
22	L-12-07-303-022	52	L-12-07-305-052	116	L-12-07-312-116	L-12-07-313-801	Highlander Park #3
23	L-12-07-303-023	53	L-12-07-305-053	117	L-12-07-312-117	L-12-07-313-802	Highlander Park #4
24	L-12-07-303-024	54	L-12-07-305-054	118	L-12-07-312-118	L-12-07-304-800	Intersection Park
25	L-12-07-303-025	55	L-12-07-305-055	119	L-12-07-312-119	L-12-07-308-800	Northridge Park
26	L-12-07-303-026	56	L-12-07-306-056	120	L-12-07-312-120	L-12-07-303-800	Vail Park
27	L-12-07-303-027	57	L-12-07-306-057	121	L-12-07-312-121		
28	L-12-07-303-028	58	L-12-07-306-058	122	L-12-07-312-122		
29	L-12-07-303-029	59	L-12-07-306-059	123	L-12-07-312-123		
30	L-12-07-303-030	60	L-12-07-306-060	124	L-12-07-312-124		