

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF KINGSWOOD ESTATES SUBDIVISION

(as recorded on 8/28/1995 in the Macomb County Register of Deeds - Liber 06743 Pages 72-92)

THIS DECLARATION made this 11th day of August, 1995, by KINGSWOOD DEVELOPMENT, COMPANY, LTD., a Michigan Corporation of 42850 Garfield, Clinton Township, Michigan 48038, hereinafter referred to as “Declarant.”

WITNESSETH:

WHEREAS, Declarant is the Owner of land described in Exhibit “A,” attached hereto and made a part hereof, hereinafter referred to as “Property”;

WHEREAS, Declarant has obtained final preliminary plat approval from the Charter Township of Shelby, Macomb County, MI., for the Kingswood Estates Subdivision.

WHEREAS, Declarant desires to provide for the preservation and enhancement of property values, benefits, amenities and opportunities in said Development and for the ownership, maintenance and use of the common areas, and improvements thereon, and to this end desires to subject the Property to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said Property and each owner thereof.

NOW, THEREFORE, the Declarant declares that the Property is and shall be sold, transferred, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as “Covenants and Restrictions”) hereinafter set forth which shall run with the Property, or any part thereof, and shall be binding upon **DECLARANT**, its successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. “Declaration” shall mean the covenants, conditions and restrictions and all other provisions herein set forth in this entire document, and any subsequent amendments.

Section 2. “Declarant” shall mean and refer to **KINGSWOOD DEVELOPMENT, COMPANY, LTD.**, a Michigan Corporation, its successors or assigns.

Section 3. “Property” shall mean and refer to all property described in Exhibit “A” which becomes subject to this Declaration, and any subsequent property which becomes subject to this Declaration by reference.

Section 4. “Dwelling House” shall mean and refer to any portion of a structure situated upon the Property designed and intended for use and occupancy as a residence by a single family.

Section 5. “Lot” shall mean and refer to any separately numbered plot of land shown upon any recorded subdivision plat of the Property.

Section 6. “Entrance Way” shall mean and refer to that area of land within twenty-five (25’) foot private easement for landscaping over lots one (1) and sixty-four (64’) foot of the subdivision, including the entrance, monuments/signs, lighting, landscaping, trees, and center median located within the road right of way of Kings Drive.

Section 7. “Owner” shall mean and refer to the record owners, whether one or more persons or entities, of the fee simple title to any lot, but excluding those persons having such interest merely as security for the performance of an obligation, and except Owners and/or optionees who have entered into a land contract or option for the purchase of any lot when the land contract, option or a memorandum thereof has been recorded in the office of the Macomb County Register of Deeds. In such cases, the land contract purchaser or optionee shall be the Owner instead of the land contract seller or optionor.

Section 8. “Occupant” shall mean and refer to the occupant of a dwelling house who shall be the Owner.

Section 9. “Supplement Declaration” shall mean and refer to any declaration of covenants, conditions and restrictions which may be recorded by the Declarant, which extends the provisions of this Declaration to a Parcel and contains such complementary provisions for such Parcel as, are set forth by this Declaration.

Section 10. “Retention Basin Agreement” shall mean and refer to the **KINGSWOOD ESTATES SUBDIVISION RETENTION BASIN OPERATION & MAINTENANCE AGREEMENT** dated January 25, 1995, and recorded in Liber 6599, Pages 932 through pages 940 all-inclusive, Macomb County Records.

Section 11. “Special Assessment District” shall mean and refer to the Special Assessment District SAD 11-RB-94 established by the Charter Township of Shelby on or about January 17, 1995, pursuant to Section 192a of the Subdivision Control Act being Act 288 of the Public Acts of 1967, as amended. The notice of this Special Assessment District being recorded in Liber 6564, Pages 126 through 127, both inclusive, Macomb County Records.

Section 12. “Lake Lots” shall mean and refer to Lots 65 through 89, both inclusive of **KINGSWOOD ESTATES SUBDIVISION**.

Section 13. “Lake” shall mean and refer to Royal Lake as set forth in the plat **KINGSWOOD ESTATES SUBDIVISION**.

Section 14. “Storm Water Facilities” shall mean and refer to the Lake, its’ appurtenant devices and structures.

Section 15. "[Association](#)" shall refer to the [Kingswood Estates Subdivision Association](#) to be organized as a non-profit corporation for a perpetual term under the Laws of the State of Michigan and required to be incorporated within ninety (90) days following the recording of the final plat.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The existing property which is and shall be held, sold, old, transferred, conveyed, and occupied subject to this Declaration is located in the Township of Shelby, County of Macomb, State of Michigan, and more particularly described in Exhibit A, and recorded under the plat for **KINGSWOOD ESTATES SUBDIVISION**.

ARTICLE III

ENTRANCE WAY AND LAKE EASEMENT PRESERVATION

Section 1a. Landscaping of Entrance Way. The landscaping of the Entrance Way shall be maintained by the Association.

Section 1b. Rights of Declarant.

A. The right of Declarant to make and enforce reasonable rules and regulations to carry out the terms of this Declaration and to fulfill its purposes.

B. The right of Declarant to fix and levy reasonable assessments with respect to the Lake, and Storm Water Facilities located on the Property which serves this Property and other property through storm drainage facilities located within this Property and other property in accordance with the Retention Basin Agreement, which assessments shall be utilized solely for the operation, use, maintenance, repair, replacement and administration of the Lake, and the Storm Water Facilities and the Association.

C. The right of Declarant to construct, maintain, repair, replace, use and administer improvements on the Lake, and Storm Water Facilities for the benefit of the Owners.

D. The right of the Declarant to grant a similar non-exclusive right at easement of enjoyment in and to the Lake, and Storm Water Facilities to others that are not Owners in **KINGSWOOD ESTATES SUBDIVISION**.

Section 2. Control and Jurisdiction of the Lake, and Storm Water Facilities.

Control and jurisdiction over the Lake, and Storm Water Facilities shall be vested in the Association known as **KINGSWOOD ESTATES SUBDIVISION ASSOCIATION** hereinafter referred to as the "Association", subject to the control of the Charter Township of Shelby and the Macomb County Road and Drain Commissions or other appropriate governmental agencies.

Section 3. Organization of the Association. The Association shall be organized as a non-profit corporation, on a non-stock basis, for a perpetual term under the laws of the State of Michigan.

Section 4. Membership in the Association. Membership in the Association shall be mandatory for each Owner and any subsequent Owner of lots in **KINGSWOOD ESTATES SUBDIVISION**. Every Owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. When more than one person holds an interest in any lot, all such persons shall exercise their vote as they among themselves determine. Notwithstanding the foregoing, the Declarant shall be entitled to six (6) votes for each lot in which it holds fee simple title in order to assure the orderly development of the subdivision and the Lake, and Storm Water Facilities, provided, however, that upon the happening of either of the following events, whichever occurs first:

A. When the total votes of the members, excluding the Declarant, equal the total votes held by the Declarant; or

B. On December 31, 1999; the Declarant shall be entitled to only one (1) vote for each lot in which it holds the fee simple title.

Section 5. Authority and Responsibility of the Association. The Association has the authority and responsibility to establish by-laws, rules, regulations, and policies for the Association, including the authority to make and enforce stringent rules and regulation pertaining to the ownership, maintenance and use of the Lake, and Storm Water Facilities, which shall be binding upon the Owners. The Association in conjunction with all lots using the Storm Water Facilities shall proportionately assume the Owner's responsibility and liability as set forth in the Retention Basin Agreement and the Special Assessment District identified in Article I, Sections 10 and 11 herein and hold all previous Owners harmless therefore.

Section 6. Assessments by the Association. Assessments shall be levied by the Association and shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the owners, and in particular, for the operation, maintenance, management and improvement of the Lake, and Storm Water Facilities, including but not limited to, the payment of taxes, and insurance thereon, for additions thereto, and for the cost of labor, equipment, materials, utilities, management and supervision for or in connection with the Lake, and Storm Water Facilities and the Association; and to cover the cost of maintenance, placement and improvements of the cost of maintenance, placement and improvements of the entrance way landscaping.

A. Until December 31, 1995, the maximum annual assessment per lot shall be One Hundred Fifty and no/100 (\$150.00) Dollars.

B. From and after January 1, 1996, the maximum annual assessment may be increased each year not more than five (5%) percent above the maximum assessment for the previous year, without a vote of the membership.

C. From and after January 1, 1996, the maximum annual assessment may be increased above five (5%) percent by a vote of more than fifty (50%) percent of the members, excluding the Declarant, who are voting in person or by proxy, at a meeting duly called for this vote and the affirmative vote of the Declarant.

D. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum, anything to the contrary notwithstanding. The initial assessment of \$150.00 shall be paid at the time Declarant transfers a lot to any third party and in the case a lot is sold by the Declarant to a residential builder by option or on land contract, the obligation for the assessments shall be that of the builder prior to a sale to an Owner. Further, that until the lot is occupied by the Owner; the annual assessment charge applicable thereto may be fixed at a reduced amount as uniformly determined by the Board of Directors of the Association.

E. In addition to the annual assessments authorized above, the Association may levy, in any calendar year beginning January 1, 1996, a special assessment applicable to such year only for the purposes of defraying in whole or in part the cost of construction of any capital improvement upon the Lake, and Storm Water Facilities, including fixture and personal property relating thereto, or the cost of establishing or adding to a reserve therefore, provided that any such assessment shall have the assent, at a meeting duly called for such purpose, of more than fifty (50%) percent of all members.

F. In addition to the assessments authorized above, the Association may levy a special annual assessment against the Owners of Lots in **KINGSWOOD ESTATES SUBDIVISION** which assessment shall be used exclusively for the operation, use, maintenance, management and improvement of the Storm Water Facilities located on the Property, which services this Property and other property through storm water drainage facilities located within the Property, including but not limited to the payment insurance thereon, the maintenance and repair thereof and the replacement of improvements thereon, for additions thereto, and for the cost of labor, equipment, materials management and supervision thereof or in connection therewith.

G. In addition to the assessments authorized above, the Association may levy as special assessment against Owners of Lake Lots for the operation and maintenance and replacement of well pump, aeration apparatus (either by fountain or other equipment), weed control and chemical treatment as necessary to maintain the aesthetic and recreational value of the Lake.

Section 7. Notice of Meetings. Written notice of any meeting called for the purpose of taking any action authorized under this Declaration shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting.

Section 8. Reserve Fund. An adequate reserve fund for maintenance, repairs and replacement of the Entrance Way, the Lake, and Storm Water Facilities must be maintained or replaced on a periodic basis, such amounts as are necessary to maintain said fund shall be included in the annual assessment. Written notice of annual assessment shall be sent to every Owner immediately after action assessing the same; provided,

however, that where there is more than one Owner of a Lot, only one notice need be sent. Such annual assessments shall be payable within thirty (30) days of such notice.

Section 9. Assessment Delinquency. Any assessments levied hereunder against any lot which are not paid within ten (10) days after the due date (together with expenses of collection set forth below) shall bear interest from the due date at the rate of seven (7%) percent per annum, and the Association may, pursuant to duly promulgated rules and regulations, establish charges for late payment of such assessments. The expenses incurred in collecting any such delinquent assessments, including interest, costs and reasonable attorney fees (not limited to statutory fees), shall be chargeable to the Owner in default and shall be secured by a lien on his lot. No owner may waive or otherwise escape liability for assessments provided for herein by non-use of the Entrance Way or Lake, or by abandonment of his lot.

Section 10. Subordination of Assessment Lien. The lien for the assessments provided for herein shall be subordinate to the lien of any first mortgage on the Property. Sale or transfer of any lot shall not accept the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment as to payments, which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereon.

Section 11. Use, Enjoyment, Maintenance, Restrictions, or Alteration of the Lake, and Storm Water Facilities.

A. The recreational and surface area of the Lake shall be available exclusively for the use of the Lake Lot Owners.

B. Except as initially improved by the Declarant, the Lake, and Storm Water Facilities shall not be altered in any way, except as required for maintenance without approval of the appropriate governmental agencies.

C. The Association shall be responsible for the maintenance of the Entrance Way, the Lake, and the Storm Water Facilities and the costs thereof as is more for set forth herein.

D. The Association shall carry and maintain in full force and effect with such company or companies as it shall select, comprehensive general liability insurance for bodily injury and property damage in relation to the Entrance Way, the Lake, and Storm Water Facilities providing a minimum coverage of One Million and 00/100 (\$1,000,000.00) Dollars for each occurrence. Such policy of insurance shall name the Macomb County Road Commission and the Charter Township of Shelby as an additional insured by appropriate endorsement thereon. Further, the Association shall indemnify and hold the Macomb County Road Commission and the Charter Township of Shelby harmless from any loss, claim or damage to persons or property arising out of the design, placement, repair, maintenance, or replacement of the Lake, provided, such loss, claim or damage was not caused by the fault or negligence of the Macomb County Road Commission and/or the Charter Township of Shelby.

Section 12. Taxes and Assessments on the Lake. Any taxes or assessments assessed against or levied on the Lake shall be prorated among the Lake Lot Owners, and billed as part of the assessment to those lots.

Section 13. Assessments on Lots owned by Declarant. All lots owned by Declarant shall not be subject to assessment until transferred to a residential builder or other party in the ordinary course of business.

Section 14. Control and Jurisdiction by Charter Township of Shelby of the Lake, and Storm Water Facilities. In the event that the Association shall at any time fail to maintain the Lake, or Storm Water Facilities in reasonable condition and order, the Township may serve written notice upon the Association or upon the owners setting forth the manner in which the Association has failed to maintain the Lake, or Storm Water Facilities in reasonable condition and said notice shall include a demand that deficiencies of maintenance

be cured within thirty (30) days thereof, and further, shall state the date and place of hearing thereon before the Township Board of Trustees or such other boards or body of officials to whom the Township shall delegate such responsibility, which shall be held within fifteen (15) days of the notice. At such hearing, the Township may modify terms of the original notice as to the deficiencies and may be given an extension of the time within which they shall be cured. If the deficiencies set forth in the original notice or in the modification thereof shall not be cured within said thirty (30) days or any extension thereof, the Township, in order to prevent the Lake, or Storm Water Facilities from becoming, public nuisance, may enter upon said Lake or Storm Water Facilities and maintain the same for a period of one (1) year. Said maintenance by the Township shall not constitute a taking of the Lake or Storm Water Facilities nor vest in the public any additional right to use the same. Before the expiration of the said year, the Township shall upon its own initiative, or upon the request of the Association, call a public hearing upon notice to the Association and the members thereof, at which hearing the Association or the members shall show cause why such maintenance by the Township shall not, at the election of the Township, continue for a succeeding year. If the Township shall reasonably determine that the Association is ready, willing and able to maintain the Lake, and Storm Water Facilities in reasonable condition, the Township shall cease to maintain the Lake and Storm Water Facilities at the end of said year. If the Township shall reasonably determine that the Association is not ready, willing and able to maintain the Lake or Storm Water Facilities during the next succeeding year, and subject to a similar hearing and determination, in each year thereafter, the Township may continue to enter upon said Lake or Storm Water Facilities and maintain the same. However, should an emergency threatening the public health, safety and general welfare of the public be determined by the Township to exist, the Township shall have the right to take immediate corrective action. The reasonable cost of such maintenance by the Township shall be charged to the Association, and, if not paid, shall be assessed equally against all Owners within **KINGSWOOD ESTATES SUBDIVISION**, and shall become a lien on said Owners' lots. In addition, the township shall be subrogated, at its option to the Association as to all of its rights of collection for any lien as may be herein provided. With regards, to the Lake and Storm Water Facilities, any assessment levied pursuant to this Section 15 may, at the election of the Charter Township of Shelby, be levied pursuant to the Special Assessment District as defined herein.

ARTICLE IV

BUILDING AND USE RESTRICTIONS

Section 1. Residential Lots. No building or other structure shall be erected, altered moved into or permitted on any lots in **KINGSWOOD ESTATES SUBDIVISION** other than one (1) single family Dwelling House with an attached or enclosed integral garage (not to exceed three (3) car capacity, provided, however, that a belowground swimming pool tennis court, walls and such other auxiliary construction, as in the written opinion of Declarant are in harmony and in conformance with the character and aesthetics of **KINGSWOOD ESTATES SUBDIVISION**, and these restrictions, may be erected in such manner and location as Declarant in its sole and absolute discretion may permit in writing. All attached or integral garages shall be designed and constructed of the same materials as the dwelling and shall conform to the same architectural design. Such single family Dwelling House shall be designed and erected for occupation by, and occupied by, one (1) single family. Dwellings must be constructed prior to construction of any other structure. Multiple Dwellings shall not be erected or permitted on any Lot.

Section 2. Zoning Ordinance. In addition to the general restrictions contained herein, no building or structure shall be erected, altered or permitted on any part of **KINGSWOOD ESTATES SUBDIVISION** unless it shall also conform to the provisions of the zoning ordinances enacted by Charter Township of Shelby, Macomb County, Michigan, and the Building Codes thereof, which may be applicable and in effect at the time of actual construction; provided, however, that any departure or deviation from the provision of the zoning ordinance permitted by and in accordance with said ordinance shall not be made without the prior written approval of Declarant, and provided further, that no approval of any such departure shall constitute approval of departure or deviation from any provision of these restrictions other than the requirement of this paragraph.

Section 3. Temporary Structures. No Owner shall, either before or after the completion of the residential structure, live in any temporary of detached structure or vehicle of any kind or in any manner.

Section 4. Floor Area Requirements. Each single-family residential structure shall have not less than 2,000 square feet in a ranch style home, or less than 2,300 square feet in a split level or Cape Cod type home, nor less than 2,400 square feet in a Colonial type home. Garage and basement area shall not be included in square foot calculations; plans for residential structures shall be submitted to the Declarant, its successors or assign for its written approval or disapproval at its sole discretion.

Section 5. Site and Building Plans.

A. The site and building plans for all structures and finished grades shall be submitted to the Township for its inspection and written approval prior to beginning any construction. Additionally all building plans for all structures shall be submitted to the Declarant, its successor, or assigns, which shall not give its written approval of any such proposed structure, or other construction unless in its sole opinion, upon being completed in accordance with the plan and specifications, such structure or construction shown on the plans will comply in all respects with the restrictions set forth herein and the external design, color and materials and location thereof will be in harmony with the character, aesthetics, topography and grade elevations, not only of the Lot upon which the proposed construction is to take place, but also of neighboring lots & structures. It is understood that the purpose of this paragraph is to cause the Property to develop into a beautiful harmonious high quality private residential neighborhood, and if a disagreement on the points set forth in this paragraph should arise, the decision of Declarant, its successors of assigns, shall control. Construction shall not be commenced unless and until the Declarant, by its authorized representative, shall have approved the site and buildings plans and grade elevations by its written endorsement thereon. A copy of the approved plans shall be filed permanently with the Declarant, its successor or assigns.

B. Sidewalks. The Owner of a lot shall install a sidewalk for pedestrian travel within the adjoining public right-of-way in accordance with the Ordinances of the Charter Township of Shelby.

Section 6. Easement and the Maintenance Thereof.

A. Easements and right-of-ways for drainage maintenance purposes are hereby reserved as shown on the recorded plat.

B. All easements and right-of-ways shall be made available Declarant for extension of the use of said easement and/or right-of-way for future development.

C. The appropriate governmental agency shall have the right to access all of the Lots in the subdivision on an equal basis for necessary maintenance and repair on easements and right-of-ways.

D. The easements and restrictions concerning drainage shall continue in full force and effect and shall in no way be deleted or diminished except upon approval of the appropriate governmental agencies.

E. No fences, pools or structures shall be allowed within the Dunn Drain Easement.

Section 7. Utility Easements. Easements and right-of-ways as shown on the recorded plat are for the installation and maintenance of sanitary and storm sewers, drains, wires, pipes, poles, guy wires, conduits, fixtures and appurtenances for supplying drainage, electricity, light, gas, water, heat, cable TV., or any public or quasi-public utility deemed necessary by Declarant or any governmental authority having jurisdiction. The use of said easements or right-of-ways may be licensed or allowed to any firm or corporation who shall furnish such service. It is the intent and purpose of Declarant to have all utilities, electric distribution lines, telephone and cable TV. lines installed underground instead of overhead, and to provide for certain rights and benefits to the utilities furnishing said service underground. Declarant hereby declares that said premises shall be held,

transferred, sold and conveyed subject to the restrictions, covenants, reservations, easements, charges obligations and powers as follows:

A. Private easements for public utilities have been granted as shown on the plat of **KINGSWOOD ESTATES SUBDIVISION**.

B. No excavations (except for public utility purposes), no changes of finished grade, and no building or structures of any kind (other than utilities equipment) shall be allowed within the private utility easements of the subdivision without the approval of the utility company concerned. Except as provided herein, the Owner should have the right to make any use of the land, subject to such easement, which is not inconsistent with the right of the utility. The public utilities shall have the rights to trim or remove any trees, bushes, or other plants of any kind within said easements which in the opinion of the utilities, interferes with the facilities thereto or is necessary for the installation, reinstallation, repair, maintenance, or removal of their facilities in any private utility easement of the subdivision. The trimming or removal of such trees, shrubs, or plants of any kind by a public utility for the purpose set forth above shall be without liability to the utility.

C. No shrubs or foliage shall be permitted on any Lot within five (5) feet of the front door of transformer enclosures or switching cabinet enclosures.

D. The original or subsequent Owners of Lots in this subdivision shall, own, install, maintain, and replace, at their own expense, the single-phase electric service conductors connecting the transformers or secondary connection pedestals located in said easements with the residence erected on said Lots.

E. The installation of all underground electric service conductors shall comply and conform to the National Electric Code or other similar electrical code as may be imposed by law and to the specifications of the public utility concerned.

F. Each lot in the Subdivision which will receive telephone service by connection with underground telephone facilities located in the easements of the subdivision shall also be subject to the following additional restriction:

(1). Every Owner for whose property telephone service is requested shall be responsible for furnishing, at no cost to the utility, the trenching and back-filling necessary for the installation, reinstallation, maintenance, or repair of telephone facilities from the public utility easement to the residence, as required by the utility. The Owner and not the utility shall be responsible for injury or damage to persons or property caused by the trenching, existence of back-filling of the trench.

(2). No owner shall make any change in grade in or near such utilities easements when the changes in grade, in the opinion of the utility, interfere with the facilities already installed or which may be installed in the future.

G. The foregoing restrictions, (A) through (F), shall be covenant running with the land and not be subject to termination without the consent of the utility concerned.

Section 8. Set Back, Side Yard and Final Grade Requirements. No part of building or structure erected on any Lot shall be nearer to the front lot line than twenty- five (25) feet, except lots which may be twenty-five (25) feet, with a combined side yard of not less than eighteen (18) feet. All building on corner lots shall have a street side yard set back of not less than twenty-five (25) feet.

Bay windows with foundations, vestibules, sun porches, enclosed porches and all other attached and enclosed structures and projections shall be considered as part of the building or structure. Side yard set back and finish grade requirements shall conform to the provision of the Building Codes enacted by the Charter Township of Shelby for variation from the code provision shall not be made without the prior written approval of Declarant. Garages shall not be allowed to encroach on the side yard requirements.

All dwellings shall face the street abutting the Lot upon which it is constructed which shall be the front line for each Lot, and the grade line for all Dwellings shall not be less than twelve (12) inches above established street grades.

Section 9. Trash Disposal. Every Owner shall promptly dispose of all his refuse and trash so it will not be objectionable to neighboring Lot Owners. No outside storage for refuse or garbage or outside incinerator shall be built, maintained or used. No household trash, paper, boxes, garbage or other refuse shall be burned, collected, or permanently accumulated or stored on any Lot. Any temporary storage prior to pickup shall be placed in individual containers or receptacles specifically designed for that purpose and concealed from public view. Such containers shall not be placed by the roadside for collection for more than twelve (12) hours prior to pickup and shall be removed from public view within twelve (12) hours after pickup. All trash, garbage and other refuse shall be disposed of in accordance with the statutes of the State of Michigan, and the applicable ordinances, rules and regulations of the Charter Township of Shelby and the State and County Public Health Department, as now in effect or hereafter in force.

Section 10. Antennas. No television, satellite dishes or radio antennas, larger than 18 inches in diameter, shall be erected on or attached to any structure or installed in or upon the Property without the prior written consent of the Declarant, its successors or assigns.

Section 11. Parking and Vehicles. No motor vehicles shall be parked except upon the driveways and such parking shall only consist of personal vehicles. Any motor vehicle displaying or designing a business or any type of truck, van, motor home, travel trailer, boat or trailer, shall be parked within the enclosed garage. No more than four (4) motor vehicles shall be parked consistently on any Lot. No truck, van, motor home, mobile home, pick-up, camper, travel trailer, boat, tractor, or other mechanical equipment of the like kind, shall be repaired, reconditioned, manufactured or sold on any lot, nor shall they be parked thereon for more than twelve (12) consecutive hours.

Section 12. Signs No signs, posters, billboards or other advertising devices or symbols shall be erected, or displayed on any Lot, structure or fences therein, except one (and no more than one) "For Sale" painted sign not to exceed six (6) square feet in area, advertising a single Lot or Dwelling for sale; provided, however, that signs of larger size may be erected and displayed by Declarant's models advertising the sale of lots. Such signs as may be permitted must be maintained in good condition at all times. No sign may be displayed at the common entrance, boulevard, on brick walls or at any common area for a consecutive period exceeding 24 hours. ([See amendment in the bylaws](#))

Section 13. Livestock and Poultry. No chickens, fowl, livestock, bees, snakes or other reptiles, or other animals shall be kept or maintained in **KINGSWOOD ESTATES SUBDIVISION**, except domestic pets kept by a lot owner and members of his immediate family in residence, as personal pets, but not for commercial or breeding purposes. A snake or reptile over one foot long shall not be deemed a domestic pet. No household shall maintain more than three (3) personal pets as limited herein. Any such pets shall have such care as not to be noxious or offensive on account of noise, odor or unsanitary conditions and if kept out of doors shall always be confined within the rear and never allowed loose to roam free. No savage or dangerous animals shall be kept or maintained within the subdivision at any time.

Section 14. Fences. No fences of any kind or description shall be constructed or allowed on any lot except such fencing for the enclosure of swimming pools as shall be required by the ordinances of the Charter Township of Shelby, Macomb County, Michigan. Notwithstanding, excepting for the south 33.8 feet of lot 27, all lots bordering the M-53 Freeway shall be allowed to construct a privacy fence along the back lot line, provided same is approved by Declarant.

Section 15. Landscaping.

A. All portions of a lot not occupied by physical structures shall be finished, graded, seeded, sodded, or covered with other landscaping by the Owner within eight (8) months after the residence is substantially completed and has had a final inspection for occupancy by the Shelby Township Building Department. All unused building materials and temporary construction shall be removed within sixty (60) days after substantial completion of the residence.

B. Natural Features. The Owner of each lot shall preserve and maintain the natural features of the lot and its character whenever possible. Existing trees measuring six (6) inches or more in diameter, having a height of four feet above ground level, existing trees near the public right-of-way, and/or natural groves shall be preserved and maintained by dwelling, if necessary. All water courses and similar features and assets shall be preserved and maintained. Provided, however, the Owner of a lot, upon the issuance of a building permit, shall be allowed to remove trees, which are located within the area to be used by the residential structure and within ten (10) feet of the outer walls thereof and from any driveway or utility easement area.

C. Trees. The Owner of each lot shall provide street trees in accordance with the ordinances of the Charter Township of Shelby.

Section 16. Roofing Materials and Exterior Finish. All roofs shall be of asphalt shingle weighing not less than 235 pounds per roofing square or of such other roofing materials as shall be approved by the Declarant, its successors and assigns. All exteriors must be finished with brick at first floor level. All second floor levels and all overhangs must be finished with brick, natural stone, or other siding approved by the Declarant. All exteriors except brick or natural stone shall be finished with two (2) coats of paint, stain, or varnish, unless otherwise approved in writing by Declarant. All siding shall be of high quality and shall have the appearance of wood siding to keep in harmony with the aesthetics of neighboring homes. Color will be natural/earth tone in appearance. ([See the amendment in the bylaws](#))

Section 17. Use of Motor Vehicles, Motorcycles, Snowmobiles and All Terrain Vehicles. Motorcycles, Motor Bikes, Snowmobiles, and All Terrain Vehicles shall be operated or allowed to be operated only upon public streets and private drive-ways and should not be operated nor allowed to be operated on any Lot or drain easements or in any annoying, obnoxious, unlawful or otherwise disturbing manner, and shall be operated on in accordance with the statutes of the State of Michigan and applicable ordinances of the Township of Shelby.

Section 18. Nuisances and Residential Lots. No noxious or offensive activity shall be carried on upon any of the Lots in said subdivision nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. All of the Lots shall be used for residential purposes only, and for no other purpose whatsoever.

Section 19. Occupancy. The exterior, including all sewage disposal facilities and the interior of all residences shall be completed prior to occupancy.

Section 20. Lake Lots. The Owner of each Lake Lot shall landscape and maintain both the area between their respective Dwelling House and the rear property line and the area between the rear property line and water edge, as soon as practical.

A. The Owner of each Lake Lot is precluded from filling in or changing the course of any water upon their respective lot or adjacent thereto.

B. No motorized boat shall be permitted upon the Lake.

C. No dock or deck shall be constructed which extends into the Lake more than two (2) feet, and if built, shall be parallel to the shoreline of the Lake.

D. No pump for sprinkling systems shall be placed nearer to the Lake than the Dwelling House on the Lot.

E. No debris or landscape clippings shall be dumped upon or in the Lake.

F. Lawn fertilizing and weed control placed upon the Lake Lot shall be of a type to not produce, induce or generate signs or weeds within the Lake.

G. Any dock or deck near the shoreline shall require prior written approval from Declarant, its successors or assigns, prior to construction.

Section 21. Flood Plain Restrictions.

A. No filling or occupation of the flood plain area as shown on the recorded plat shall be allowed without the approval of the Michigan Department of Natural Resources, the Charter Township of Shelby and other appropriate governmental agencies.

B. The flood plain restrictions as set forth herein shall be adhered to in perpetuity and excluded from any time limitations set forth in this declaration and shall not be amended without the approval of the Michigan Department of Natural Resources, the Charter Township of Shelby and other appropriate governmental agencies.

C. All buildings used or capable of being used for residential purposes and occupancy on lots, which are affected by the 100-year, flood plain elevation 631.00 (N.G.V. DATUM), as established, shall:

- (1). Have lower floors, excluding Basements, not lower than the contour defining the flood plain elevation.
- (2). Not have openings into the Basements lower than the elevation of the contour defining the flood plain elevation.
- (3). Be equipped with positive means of preventing sewer and storm water back-up from sewer lines and drains, which serve the structure, and be constructed with foundation drains and sump pumps.
- (4). Have basement walls and floors, if below the elevation defining the flood plain elevation, which are water tight and designed to withstand hydrostatic pressures from water level equal to the elevation of the contour defining the flood plain elevation.
- (5). Are properly anchored to prevent floatation.

Section 22. Model Homes and Sales Offices. Nothing herein contained shall be construed to prohibit the Declarant, its successor and assigns, or residential builders designated by Declarant or their Sales Agent from temporarily maintaining a real estate sales office in any model residence constructed on any Lot within the subdivision.

GENERAL PROVISION

Section 1. Enforcement. The Declarant, its successors and assigns, and any Owner shall have the right to enforce, by any proceeding at law or equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, its successors and assigns, or 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. By his acceptance of title each lot owner shall be held to vest in Declarant, its successors and assigns, and it shall be deemed to have the right and power in its own name to take, prosecute, and enforce pursuant to Act 288 of Public Acts of 1967, as amended, all suits legal, equitable or otherwise, which they may deem necessary or advisable. Upon violation of any restriction or breach of any covenant, Declarant, its successors and assigns, may enforce them by a suit for money judgment, or by an action in equity seeking a mandatory injunction and the exercise of any one or more of them shall not be deemed to

constitute an election of remedies. In addition to all other remedies, the Declarant, its successors and assigns, may enter upon the land as to which such violation or breach exists, and summarily abate and remove at the expenses of the Owner thereof any construction or other violation that may be or exists thereon contrary to the intent and provision hereof, and Declarant, its successors and assigns, shall not thereby become liable for trespass, abatement, removal or in any other manner. Any and all rights and remedies which Declarant, its successors and assigns, may have under this Declaration or by operation of law, either at law or in equity, upon any violation or breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other; and no one of them, whether exercised by Declarant and/or any Owner of their heirs, successors or assigns, or not, shall be deemed to be in exclusion of any other and any two or more or all of such rights and remedies may be exercised at the same time.

Section 2. Severability, In the event any provision of the restrictions contained in this Declaration should be held ineffective or invalid for any reason by waiver, judgment, decree or other court order or otherwise all other parts and provisions of these restrictions shall nevertheless remain in full force and effect.

Section 3. Amendments. Except for Section 21 of Article IV which shall remain in effect in perpetuity and may not be amended, the conditions, covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) 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 during the first twenty-five (25) year period and during each successive ten (10) year period thereafter by an instrument signed by not less than fifty-one (51%) percent of the Owners, and the Charter Township of Shelby, or its successor. Any amendment changing or modifying this Declarant in whole or in part must be recorded in the Office of the Register of Deeds of Macomb County, Michigan.

Section 4. The masculine pronouns and relative words used in this agreement shall be read as though written in masculine, feminine, neuter or plural forms respectively as the context requires or permits.

Section 5. Declarant may at any time assign and convey all or part of its reserved rights, power, privileges, and duties, which are herein, reserved to the **KINGSWOOD ESTATES SUBDIVISION ASSOCIATION**, upon the execution and recording of the appropriate instrument, the Association shall thereupon have and exercise all the rights, powers, privileges and duties so assigned and Declarant shall be fully released and discharged from further obligations, responsibilities and liabilities in connection therewith.

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