

ADACROFT COMMONS BUILDING RESTRICTIONS

(copy of original document as recorded w/ Kent Co. Register of Deeds, Liber 2274, pages 1182-1187)

WHEREAS, Maryland Development Company, a Michigan corporation, 6300 Fulton Road, East, Ada, Michigan, hereinafter called "Company" owns the land hereinafter described and it is the desire of the Company as owner to impose the building restrictions and other provisions contained herein upon the following described premises situated in the township of Ada, County of Kent, State of Michigan

Lots 214 to 250, both inclusive, Adacroft Commons No. 8 Section 32, Town 7North, Range 10 West, Ada Township, Kent County, Michigan, as recorded in Liber 77 of Plats, page 3, Kent County Records; and

WHEREAS, it is the purpose and intention of this Agreement that all of the above described lots shall be conveyed by the Company subject to reservations, easements, use and building restrictions contained herein to establish a general plan of uniform restrictions in respect to said subdivision, and to insure the purchaser of lots, use of the property for attractive residential purposes and to secure to each lot owner full benefit and enjoyment of his home and to preserve the general character of the neighborhood; and WHEREAS, the restrictions and reservations contained in this agreement shall apply only to the above described lots and shall not be applicable to any other lands which are now owned or hereafter acquired by the Company.

NOW, THEREFORE, it is hereby declared that the above described lots shall be subject to the following building restrictions and other provisions which shall be covenants running with the land, binding on the heirs, personal representatives, successors and assigns of the Company and of each individual lot owner and their grantees, for the time limited in this instrument:

1. All lots shall be used for residence purposes only, and only one (1) single family residence shall be erected on each lot. Any garage or carport erected on any lot shall be attached to the dwelling house either directly or by use of a covered breezeway. No lot shall be used, nor shall any structure be erected thereon, unless the use and location thereof satisfies the requirements of the zoning ordinance of the Township of Ada, Kent County, Michigan, and particularly the provisions of Chapter X, which is in effect at the time of the contemplated use or construction of any structure, unless the approval thereof is obtained by a variance from the Township of Ada and written consent thereto from the immediately adjoining lot owners.
2. Notwithstanding anything contained herein to the contrary, the Company, its agents or sales representatives, may occupy and use any house built on any lot in the subdivision as a sales office for sales of lots and/or houses until all the lots and/or houses built in this plat shall have been sold by the Company.
3. The Company and its successor and assigns, reserves the right to approve the design and location of any structures upon said lots. Prior to the commencement of any construction, a plot plan and architectural drawing shall be submitted to the Company, which shall have fifteen (15) days to approve or reject said plans. Said plan and plot plan shall conform to and be harmonious with the external design and general quality of the than existing standards of the area, and as to location of the structure with respect to the topography and ground elevations. No one other than the Company and its successor and assigns, shall have a right to enforce this paragraph, and approval of said plans and plot plan shall be in the sole discretion of the Company and its successors and assigns.
4. No prefabricated structure, nor any other structure, including, but not by way of limitation, tool sheds, dog houses, children's playhouse or other accessory buildings, shall be erected on any lot, without the specific written approval of the Company, unless they are attached to the side or rear of the house or garage located on said lot. No fences of any kind shall be erected or placed on any lot, without the written approval of the Company. No swimming or wading pool shall be erected or placed on any lot, without the written approval of the Company.
5. No noxious or offensive trade or activity shall be carried on upon any of said premises, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
6. No existing structure shall be moved onto any part of the premises within this plat.
7. No commercial vehicle, except unmarked passenger automobiles, shall be parked outside of a garage on a lot, except when it being used for delivery or service to a residence in the plat and no house trailer, trailer or boat shall be parked outside of a garage.

8. All soil to be removed from any of said lots either in grading or excavating shall, at the option of the Company, become its property and when removed shall be placed by the owner of said lot in such place or places as the Company shall designate, at the lot owner's expense.
9. No lot shall be used for residential purposes unless the driveway approach leading from the hard surface street to the lot line shall be made of asphaltic or concrete material and no lot shall be used for residential purposes unless the lawn and the planting strip started between the lot line or sidewalk and street or curb line, shall be graded, covered with four inches of fertile friable top soil and provided with sufficient perennial grass seed to see the same; provided, however, each occupant of a residence will cause the fulfillment of said covenants within one (1) year from the date of occupancy of a dwelling house on any lot.
10. No chickens, other fowl, horses or livestock of any kind shall be kept or harbored on any of said lots. No animals shall be kept or maintained on any lot excepting household pets for the use of the owner and members of his family. No animals shall be kept on the premises for any commercial use. Household pets shall have such care as not to be objectionable or offensive on account of noise, odor or unsanitary conditions.
11. No sign or billboard shall be placed or maintained on any lot except one sign advertising the lot or house and lot for sale or lease and having not more than three (3) square feet of surface and the top of which shall be three (3) feet or less above the ground. Provided, however, such other signs may be erected and maintained on lots as are approved in writing by the Company.
12. The Company will initially install uniform mailbox poles and holders for use of all lot owners, each of which will hold four mailboxes. Each lot owner shall, at his own expense, install on one said racks, his own mailbox, which shall be of uniform size and design to other mailboxes in the area and which shall be approved by the Company. The Company shall be responsible for maintaining the poles and racks until all of the lots in said plat are sold, after which the individual lot owners shall maintain said poles and racks in their original style and color.
13. Each owner shall, at the time of the completion of the construction of a dwelling upon said lots, agree to install and maintain underground electric service conductors between the dwelling and the Consumers Power Company's power terminal pedestals or transformers, which conductors shall consist of a three-conductor cable for direct burial or single conductors in conduit and with installation of type approved by the National Electrical Code and all State and Municipal Codes. Further, an entrance switch shall be installed in the dwelling having a capacity of not less than 100 Amperes.
14. Each owner for whose property telephone service is requested shall be responsible for furnishing at no cost to the telephone utility, the trenching and backfilling necessary for the installation, reinstallation, maintenance, or repair of telephone facilities from the public utility easement to the residence, as required by the telephone utility. Each owner and not the utility shall be responsible for injury or damage to persons or property caused by the digging, existence, or backfilling of the trench. No trees, structure, or apparatus of any kind or nature, except driveways, shall be allowed within the telephone utility easements. Small shrubs shall be allowed within the telephone utility easement, but the telephone utility may require removal of the shrubs by the property owner at any time if in the opinion of the utility the interfere with the maintenance or repair of telephone utility facilities or service. If the property owner fails to remove the shrubs when requested, the telephone utility may remove the shrubs without liability and the property owner shall reimburse the telephone utility for the cost of removal.
15. By the acceptance of a deed to any lots, subject to a utility easement, the owner, his successor, assigns and grantees, agrees to maintain the average ground elevation, within the limits of said easements, at a level not to exceed 12 inches above or 6 inches below the level established at the time of installation of the underground public utility facilities. Said lot owner, their successor, assigns and grantees shall further maintain the underground surface elevation in an area 4 feet wide surrounding any transformer pad, at an elevation of not less than 3 inches above and not more than 6 inches below the top of any such transformer pad constructed on said utility easement.
16. There has been established the Adacroft Commons Association, a lot owner' association, consisting of the owner of lots in:

the plat of Adacroft Commons No. 1, as recorded in Liber 68 of Plats, pages 4 and 5,
the plat of Adacroft Commons No. 2, as recorded in Liber 68 of Plats, page 36,
the plat of Adacroft Commons No. 3, as recorded in Liber 69 of Plats, page 13,
the plat of Adacroft Commons No. 4, as recorded in Liber 69 of Plats, page 36,
the plat of Adacroft Commons No. 5, as recorded in Liber 71 of Plats, page 10,

the plat of Adacroft Commons No. 6, as recorded in Liber 74 of Plats, page 18,
the plat of Adacroft Commons No. 7, as recorded in Liber 76 of Plats, page 5,
the plat of Adacroft Commons No. 8, as recorded in Liber 77 of Plats, page 3,
and owners of any other lands in the vicinity of Adacroft Commons No. 1, No. 2, No. 3, No. 4, No. 5, No. 6, No. 7, and
No. 8 to be platted by the Maryland Development Company.

The purpose of the Adacroft Commons Association shall be to hold legal title to and maintain such real estate as may be conveyed to it, in developing recreational facilities for its members.

The Association shall also have such other powers as are granted to it by these restrictions and shall also exercise such powers and functions as shall be set forth by its By-Laws. The Adacroft Commons Association is a non-profit corporation organized under the laws of the State of Michigan. Subject to the limitations set forth in these restrictions and the By-Laws of the Association, the owner of each lot in said Adacroft Commons No.'s 1-8 shall be a member of said Association and shall be entitled to one vote in the Association.

17. Every purchaser of a lot in Adacroft Commons No's 1-8 by the payment of the purchase price acceptance of a deed or a land contract for a deed therefore, shall thereby automatically become a member of the Adacroft Commons Association, a Michigan non-profit corporation. Said Association shall hold title to all the real estate which is conveyed to it by the Company for the benefit of its members. Membership in said association is subject to the following terms and conditions:
 - a) All of the individual lot owners and members of their immediate families or their tenants or quests shall be entitled to have the right to use the facilities owned by the Association subject, however, to such rules and regulations covering the use thereof as may be set forth in the Articles of Incorporation and By-Laws of the Association.
 - b) In consideration of the lot owner having the right in common with other members to use the facilities of the Association, each lot owner in paying the purchase price and accepting a deed or land contract for a deed of any land in Adacroft Commons No's 1-8 further agrees for himself, his heirs, successors and assigns to pay the Association annual dues and any special assessments levied by the Association, for the purpose or purposes for which it was organized in such amount as may be determined by the Adacroft Commons Association for each year, for the purpose of creating a fund, to be known as the maintenance fund.
 - c) Notice of the amount of the annual dues and any assessments shall be given to each lot owner by first class mail, addressed to the last know address of the member of said Association who owns said lot, as it appears on the rolls of said Association, in accordance with the By-Laws of the Association.
 - d) Any annual dues or assessments which are not paid by the due date shall be considered as being in default.
 - e) All such annual dues or assessments together with interest thereon at the rate of 6% per annum from the due date and costs of collection thereof including reasonable attorney fees shall be a charge and continuing lien upon the property of the member. Each such annual dues or assessments, together with such interest costs and reasonable attorney fees shall also be the personal obligation of the member who owned such property at the time when the dues assessments became due. Such personal obligation shall not pass to the successor in title unless expressly assumed by them.
 - f) In the event of default in payment of any of the aforesaid annual dues or assessments every such purchaser and/or lot owner further agrees that the Association, its successors and assigns, may file a notice of claim lien in the office of the Register of Deeds, Kent County, Michigan, for the amount of said annual dues or assessments.
 - g) Said notice of lien shall contain the amount of the dues or assessment, the balance owing thereon, the legal description of the property affected thereby in the name of the delinquent member of the Association.
 - h) Said lien may be foreclosed against the property of the member by an action in law or equity or by any other legal proceedings which are or may be permitted by law, and in addition to the foreclosure of said lien, a personal decree for deficiency may be obtained against a member of the Association who is delinquent in the payment of such dues or assessments or any part thereof.
 - i) No such lien shall have priority over a mortgage upon the property of the purchaser unless the notice of lien has

been filed with the Register of Deeds Office prior to the date of recording of said mortgage. The sale or transfer of any lot shall not affect said lien. However, the foreclosure of any such mortgage as permitted by the laws of the State of Michigan or the acceptance of a deed in lieu of foreclosure of said mortgage shall extinguish the lien as to payments thereof which become due prior to the expiration of the redemption period under said foreclosure of by the acceptance of a deed in lieu of foreclosure. The foreclosure of said mortgage or the acceptance of a deed in lieu of foreclosure of said mortgage shall not relive such lot for liability for any assessment thereafter becoming due for from the lien thereof.

j) The following property subject to this agreement shall be exempt from the dues and assessments and lien created herein:

I. all property dedicated to and accepted by a local public authority,

II. the properties of the Association, and

III. all property owned by charitable or non-profit organizations exempt from taxation by the laws of the State of Michigan. However, no land or improvements devoted to dwelling use shall be exempt from said dues, assessments or lien.

18. Said Association shall accept as the property of the Association any and all lands which are conveyed to it by the Company. The Association in consideration for such conveyances shall pay all taxes and assessments levied by an governmental authority against said property

19. Invalidation of any one of the covenants contained in this agreement by any judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

20. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots in Adacroft Commons No. 8 has been recorded, agreeing to change said covenants in whole or in part.

21. The Association, or any owner, shall have the right to enforce by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this agreement. Failure by the Association or by the owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

22. Invalidation of any one of these covenants or restrictions by any judgment or court order shall in no way affect any other of these provisions, which shall remain in full force and effect.

23. At such time as the Company has sold by deed or land contract all of the lots 214 to 250 both inclusive, then whenever in this agreement approval is required from the Company, such approval shall be obtained from Adacroft Commons Association, a non-profit corporation.

24. So long as Maryland Development Company is a member of Adacroft Commons Association, the following will require prior approval of the Federal Housing Administration and the Veterans Administration: The addition of other lands within the vicinity of Adacroft Commons No's 1-8, whereby there will be added additional members to the Association in accordance with Paragraph 16 of this agreement, the conveyance to and the acceptance by Adacroft Commons Association of more than Outlots A, B, and C of said recorded plat of Adacroft Commons No. 1, Outlots D, E, F, and G of said recorded plat of Adacroft Commons No. 2, Outlots G and H of said recorded plat of Adacroft Commons No. 3, Outlots I, J, and K of said recorded plat of Adacroft Commons No. 4, Outlots L and M of said recorded plat of Adacroft Commons No. 5, Adacroft Park No. 1 and Adacroft Park No. 2 of said recorded plat of Adacroft Commons No.6, Adacroft Park No. 3, Adacroft Park No. 4, Adacroft Park No. 5, and Adacroft Park No. 6 of said recorded plat of Adacroft Commons No. 7, Adacroft Park No. 7 and Adacroft Park No. 8 of said recorded plat of Adacroft Commons No. 8, and the amendment of this agreement.

IN WITNESS WHEREOF, this instrument is executed the 14th day of July 1978.

STATE OF MICHIGAN

County of Kent

on this, the 14th day of July, 1978 before me a Notary Public, in and for said county, appeared JAMIE C. LADD to me personally known, who being by me duly sworn, did say that he is the Vice President of MARYLAND DEVELOPMENT COMPANY, the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said JAMIE C. LADD acknowledged said instrument to be the free act and deed of said corporation.