

Novel Estates

PLANNED UNIT DEVELOPMENT AGREEMENT

This Agreement, made this 12 day of October , by and between ("Developer"), and the TOWNSHIP OF GENOA, a Michigan municipal corporation, whose address is 2980 Dorr Road, Brighton, Michigan 48116 (hereafter "Township").

W I T N E S S E T H :

WHEREAS, Developer is the owner of certain real property located in the Township of Genoa, Livingston County, Michigan, which is more particularly described on Exhibit A attached hereto and incorporated by reference; and

WHEREAS, Developer desires to develop the property with various land uses under a comprehensive development plan as a planned unit development ("PUD" or Planned Unit Development"); and

WHEREAS, the Township's Planning Commission, after giving proper notice, held public hearing on **November 4, 1992 and February 3, 1993**, at which Developer's Preliminary Application for a PUD was considered, comments and recommendations of the public were heard, and the Planning Commission recommendations were made to the Township Board; and

WHEREAS, on **March 1, 1993**, the Township Board reviewed the Preliminary Application and made recommendations to Developer concerning the Preliminary Application; and

WHEREAS, on **June 4, 1993**, Developer submitted to the Planning Commission an Application for Final Approval of the PUD (hereafter "Final Application"), pursuant to the provisions of Article 10 of the Township's Zoning Ordinance (the "Zoning Ordinance")' and

WHEREAS, the Planning Commission, after giving proper notice, held a public hearing on **July 7, 1993**, as required by P.A. 184 of 1983, as amended, at which the Final Application was considered, comments and recommendations of the public were heard, and recommendations were made by the Planning Commission to the Township Board concerning the Final Application; and

WHEREAS, the uses to be permitted within a PUD may allow clustering of single-family residential units to preserve common open space and natural features; and

WHEREAS, the Township Planning Commission and the Township Board have reviewed the Final Site Development Plan, attached hereto as Exhibit B,, and have approved the Final Site Development Plan as to total acreage under consideration for planned unit development; the general location, acreage and acres therein for specified zoning district being single-family residential use; the number and general location of lots; the general location of the various land uses; and the general layout and types of street patterns; and

WHEREAS, the approved Final Site Development Plan for the PUD is consistent with the purposes and objectives of the Township; and further, is consistent with the Township's Zoning Ordinance pertaining to permitted land uses, the intensity of such uses, the size and location of open space areas and the manner of use thereof; and

WHEREAS, the Developer recognizes that the success of the development of the PUD depends upon several important factors, including ease of access by hard surface road, approved individual water supply and individual on-site sewage disposal; and

WHEREAS, Developer has made its application for final approval of the PUD to the Township Board pursuant to and in accordance with the provisions of Article X of the Township's Zoning Ordinance; and

WHEREAS, at a regular public meeting of the Township Board on August 2, 1993 , the Township Board approved the Final Application submitted by the Developer and rezoned the property to a PUD Zoning District; and

WHEREAS, the Township;s Zoning Ordinance requires the execution of a Planned Unit Development Agreement in connection with the approval of a PUD, which Agreement shall be binding on Township and Developer;

NOW, THEREFORE, the Developer and the Township, in consideration of the mutual covenants of the parties described herein, and with the express understanding that this Agreement contains important and essential terms as part of Final Approval of the final Application of the PUD, agree as follows:

1. GENERAL TERMS OF AGREEMENT

- A. Township and Developer acknowledge and represent that the foregoing recitals are true and accurate and binding on the respective parties.
- B. Township acknowledges and represents that the property has been rezoned to a PUD Zoning District.

C. The PUD shown and described in Exhibits A and B, is hereby approved in accordance with the authority granted to and vested in Township under and pursuant to Act No. 184, Public Acts of 1943, the Township Rural Zoning Act; Act No. 185, Public Acts of 1931 and Act No. 168, Public Acts of 1945, relating to Municipal Planning; and in accordance with the Zoning Ordinance of Genoa Township, enacted October 7, 1991, as amended, except as modified herein; subject to the terms of this Agreement and in compliance with Exhibit B, and in compliance with Subdivision Control Act of 1967 and Ordinance NO. 74-00 of Genoa Township (hereafter "Subdivision Regulations"), according to the terms thereof as of the date of approval of the PUD. Further, the approval of the Final Site Development Plan, attached as Exhibit B hereto and/or this Agreement, shall neither relieve Developer from full compliance with applicable provisions of the Subdivision Control Act of 1967, the Subdivision Regulations, the Condominium Act and the Zoning Ordinance, except as requirements of the Zoning Ordinance are approved and modified herein, nor shall it be deemed to confer any approval otherwise required by law.

D. The Approved Plan for the PUD includes Exhibit A, Property Description, and Exhibit B, the Final Site Development Plan. The Approved Plan was formulated by Developer and approved by Township based upon the material terms of the following documents, which were presented to the Township by the Developer:

1. Environmental Impact Statement, dated
2. Soils Boring Information

Developer and Township acknowledge that the Approved Plan takes precedence over the terms of the foregoing documents.

E. Developer and Township acknowledge and agree that rezoning to PUD of the property described in Exhibit A constitutes approval of Exhibit B as it sets forth the number of permitted dwelling units and the general configuration of permitted land use clusters to be submitted for specific preliminary plat or site plan approval. Site plan review and plat review for the PUD described in Exhibits A and B are not subject to any subsequent enactments or amendments to the Zoning ordinance or the Subdivision Regulations and will be reviewed and approved in light of this Agreement, the Zoning Ordinance and Subdivision Regulations as they exist at the date of this Agreement. Developer shall comply with Section 22.400 Article 13 of the Zoning Ordinance, as modified herein, with respect to each preliminary plat and site plan approved by Township at Developer's request. Any subsequent zoning action by Township shall be in accordance with applicable constitutional law, the Township Rural Zoning Act and the Zoning Ordinance.

F. The approval of the PUD described herein and in Exhibit B, and the terms, provisions and conditions of this Agreement are and shall be deemed to be of benefit to the land described on Exhibit A and shall run with and bind such land, and shall bind an inure to the benefit of the successors and assigns of the parties hereto.

II. SPECIFIC TERMS OF AGREEMENT REGARDING  
LAND USE AND LAND DEVELOPMENT

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- A. In all districts designated for single-family residential use, the only permitted principal use shall be single-family dwelling; provided that accessory uses, buildings and structures customarily incidental to single-family residential use as allowed by the Genoa Township Zoning Ordinance shall be permitted uses.
- B. Developer represents that Developer presently intends to develop the property under the Subdivision Control Act of 1967.
- C. At the time of filing a preliminary plat application, Developer shall indicate, for each lot, the proposed location for each building area, with attention to preservation of natural features, such as trees, views, vistas and topography. Final approval of the plat shall constitute the Township's approval of the building area for the residence within each lot, and no residence shall be erected or placed other than within the confines of the approved building area.
- D. Where not otherwise specified herein, all lots and structures shall conform, as a minimum, with the following area and bulk requirements:

MIN LOT SIZE		MAX BLDG HGHT		MIN. YARD SETBACK			MIN LIVING AREA
Area	Width	Stories	Feet	Front	Side	Rear	Sq. ft. per unit
43,560	130	2	35	50	30	80	1200

The Township Board, after review by the Planning Commission, may modify the foregoing minimum requirements at Developer's request on an individual lot basis, which request for modification shall not be unreasonably delayed.

Developer acknowledges that Township, in evaluating preliminary plats and site plans, may consider the effect of the plan on the natural environment and resources, the health, safety and welfare of the ultimate owners of the homes in the PUD and the plan's compatibility with adjacent uses of land with regard to promoting the use of land in a socially and economically desirable manner. In considering all such items, Township shall act reasonably to effectuate the purposes of the Zoning Ordinance.

- E. Covenants and deed restrictions governing the use and enjoyment of the land described in Exhibit A shall be submitted for review and approval by the Township Board before any final approval of permission to start residential construction within the PUD. The covenants and restrictions shall be binding on all successors in interest of the property. The covenants and deed restrictions shall not reduce minimum area and bulk requirements as stated in paragraph II.D, unless otherwise agreed upon in writing between Township and Developer.
- F. In no event shall the number of total dwelling units permitted with the PUD exceed the number as shown on Exhibit B without reapplication and the execution of a new PUD Agreement by the parties after proceedings in accordance with the procedures specified in the PUD Zoning District of the Zoning Ordinance. In no event shall the total number of dwelling units permitted within the PUD be less than the number of dwelling units provided for in Exhibit B without Developer's prior written consent.
- G. In accordance with Section 10.06.2e of the Genoa Township Zoning Ordinance, the Genoa Township Planning Commission on July 7, 1993 has determined that the development, as presented, may be served by on-site septic systems. Furthermore, the use of on-site septic systems shall meet the requirements of the Livingston County Health Department and shall be subject to all applicable laws and regulations.
- H. In accordance with Section 10.06.2e of the Genoa Township Ordinance, the Genoa Township Planning Commission on July 7, 1993 has determined that the development, as presented, may be served by individual wells. Furthermore, the use of individual wells shall meet the requirements of the Livingston County Health Department and shall be subject to all applicable laws and regulations.

- I. The stormwater retention/detention system shall meet the requirements of the Livingston County Drain Commission and all applicable laws and regulations. An emphasis on reducing the flow (cubic feet per second) from the south portion of the site into the existing drainage course across Coon Lake Road shall be made by the Developer.
- J. Common areas committed to the use of residents of the Property pursuant to the PUD Ordinance are designated as open space as located on Exhibit B. The open space may be used for stormwater management. Maintenance and supervision of all common areas shall be the responsibility of the Subdivision Association.
- K. All roads shall be public roads and shall be constricted to the current Livingston County Road Commission Specifications. All Roads shall be hard surfaced and shall be curbed and guttered.
- L. Developer presently intends to develop the project as a platted subdivision, not as a site condominium. In the event that the Developer decides to develop the property as a site condominium, Developer agrees to abide by Township requirements for the review of site condominiums as such requirements may exist at the time of Developer's application for approval of a site condominium.
- M. Should Developer be aggrieved by Township's denial of a site plan, preliminary plat or other approval required for the development, an arbitration panel shall be appointed, at the request of Developer, to determine whether Township's decision was reasonable. The arbitrators shall make a finding of whether or not the denial is reasonable based upon the specific terms of this Agreement and the applicable provisions of the Zoning Ordinance. The arbitration shall be governed by the Uniform Arbitration Act, Michigan Compiled Law Sections 600.5001 through 600.5035, or its successor enactment,, if replaced. The decision of the arbitrators shall be binding on Township and Developer. If the arbitrators determine that the denial was unreasonable, Township shall promptly grant its approval of the application in question .

The parties may agree upon a single arbitrator, but in the event they cannot so agree, there shall be three (3) arbitrators, one (1) named in writing by each of the parties within thirty (30) days after demand for arbitration is made, and a third party chosen by the two (2) arbitrators so appointed. Should either party refuse or neglect to join in the appointment of the arbitrators within thirty (30) days after a demand, the arbitrator to be designated by that party shall be appointed in accordance with the provisions of the Uniform Arbitration Act.

All arbitration hearings conducted hereunder shall take place at the Genoa Township Hall. All judicial proceedings to enforce any of the provisions hereof shall take place in Livingston County, Michigan. Notice of hearing shall be given and the hearing conducted in accordance with the Uniform Arbitration Act.

If there are three (3) arbitrators, the decision of any two (2) reached during consultation by all three (3) shall be binding and conclusive.

If the arbitrators shall fail to reach an agreement within thirty (30) days of their appointment, they shall be discharged and three (3) new arbitrators shall be appointed who shall proceed as provided in this paragraph 11.T. The process described in this paragraph 11.T shall be repeated until a decision is reached by at least two (2) of the three (3) arbitrators selected.

The cost and expenses of arbitration, including the fees of the arbitrators, shall be borne by the losing party. The successful party shall recover, as expenses, all reasonable attorneys fees incurred by it in connection with the arbitration proceeding or any appeals therefrom.

- N. Any violation of the terms of this Agreement shall be a violation of the Zoning Ordinance. The remedies of Township for a violation shall be such remedies are provided by and for violation of a zoning ordinance.





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DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
NOVEL ESTATES

THIS DECLARATION is made this \_\_\_\_ day of \_\_\_\_\_, 1994, by NOVEL DEVELOPMENT, INC., a Michigan Corporation duly organized and existing under the laws of the State of Michigan, hereinafter called Developer, by JAMES D. BOLDREY, President, of 117 State Street, Alpena, Michigan 49707, the owners of certain real property located in Genoa Township, County of Livingston, State of Michigan known as NOVEL ESTATES, the plat of which is recorded in Liber \_\_\_\_\_, Pages \_\_\_\_\_ of Plats, Livingston County Records.

WHEREAS, the undersigned parties are the owners of all lots and other land contained within the subdivision, known as NOVEL ESTATES, and

WHEREAS, NOVEL DEVELOPMENT, INC. is the Developer of the subdivision, and

WHEREAS, it is the intention of the undersigned parties hereto to provide restrictive and protective covenants, conditions, obligations, reservations, rights, and powers in order to assure the most beneficial development of said area into a residential community and to prevent any such use as might tend to diminish the pleasurable enjoyment thereof, and

WHEREAS, the protective restrictions herein shall be in addition to the restrictions imposed by the terms of the Genoa Township Zoning Ordinance as presently adopted, and hereafter amended, and any other restrictions imposed by a governmental body having jurisdiction over the use and development of said property, and

WHEREAS, the land known as NOVEL ESTATES, is comprised of lots 1 to 39 inclusive is described as follows:

NOVEL ESTATES:

**BEGINNING** at the Southwest Corner of Section 19, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan, thence N00°22'31"W 2459.08 feet along the West line of said Section 19; thence continuing along said West line N00°03'23"W 222.13 feet; thence S89°35'53"E 1578.03 feet along the East-West 1/4 line of said Section 19, as monumented; thence S00°22'28"E 1706.04 feet along the East line of the West 1/2 of the Southwest fractional 1/4 of said Section 19; thence N78°36'45"W 256.43 feet; thence non-tangentially 10.92 feet along the arc of a 533.00 foot radius circular curve to the right, through a central angle of 01°10'26" and having a chord bearing S11°58'33"W 10.92 feet; thence S12°33'45"W 349.10 feet; thence 561.65 feet along the arc of a 2599.91 foot radius circular curve to the left, through a central angle of 12°22'39" and having a chord bearing S06°22'25"W 560.56 feet; thence S00°11'06"W 110.00 feet; thence N89°48'54"W 1180.65 feet along the South line of said Section 19 to the Place of Beginning.

**DECLARATION OF COVENANTS AND RESTRICTIONS**

NOW THEREFORE, the undersigned parties hereby declare that the land as shown in the recorded plat of NOVEL ESTATES shall be held, sold, conveyed, and occupied subject to the following covenants, restrictions, charges, and assessment liens, which shall run with the land and each part thereof, including all lots, and which shall be binding on all parties having any right, title or interest in the land and their respective heirs, successors and assignees and shall inure to the benefit and be enforceable by the Developer, NOVEL DEVELOPMENT, INC., its successors and assignees. The protective restrictions are as follows:

**USES OF PROPERTY**

1. Single Residence 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 one single private family dwelling with either an attached or detached garage of not less than two car capacity nor larger than three car capacity; except a swimming pool, tennis court, badminton court, or similar facility, walls or other auxiliary construction may be built in such manner and location deemed to be in harmony and conformance with these building and use restrictions, and with the character of the subdivision as it develops and in conformance with all governmental regulations.

Driveways must be paved with a hard fixed surface, such as concrete or asphalt, but not gravel or dirt. Fences are expressly prohibited except as approved in the same manner as set forth in Paragraph Seven (7).

- a. Storage buildings shall be a minimum of 12'x12' and a maximum of 30'x40'. May be built in such manner and location deemed to be in harmony and conformance with these building and use restrictions, and with the character of the subdivision as it develops and in conformance with all governmental regulations.

2. Easements.

Easements for installation and maintenance of utilities, entrances and/or storm drains or any other purpose are shown on the plat and after such utilities, entrances and/or storm drains or other utilities have been installed, planting, or other lot line improvements shall be allowed within the easement as long as access without charges or liability for damages be granted for the utilities, entrances and/or other improvements installed or for the installation of additional utilities, entrances and/or storm drains.

- a. Lot owners shall maintain easements in a neat and orderly manner including mowing and debris removal.

3. Minimum Floor Space and Size.

No dwelling shall be built on any lot which has living area floor space of less than the following:

- a. One story dwelling - 2000 square feet.
- b. One and one-half story dwelling - 1400 square feet on the first floor and not less than a total of 2200 square feet.
- c. Two story dwelling - 1200 square feet on the first floor and not less than a total of 2400 square feet.
- d. Tri-level dwelling - a total of 2200 square feet.
- e. "Living Area" includes the actual area within the outer surfaces of the outside walls, including any finished living area which is above an enclosed porch or garage but excluding a garage, basement or unheated porch.
- f. No building shall exceed thirty-five (35) feet in height from the ground level measured from the lowest ground level adjacent to the home to the peak of the roof.

4. Exterior Construction.

Exterior walls of all residential structures and garages shall be constructed of brick or stone veneer, wood siding, vertical wooden tongue and groove siding, exterior plywood or other standard exterior siding material. No exterior finishes shall be built of asbestos or asphalt siding or shingles, cement block, or sand line brick. No residential building shall be constructed with a flat roof.

5. No old or used structure shall be moved upon said lands and premises.

6. Trees and Soil.

No trees which exceed six (6) inches in diameter shall be removed or cut, nor shall surface soil be dug or removed from any lot for purposes other than building and landscaping of the lot, without prior consent of the Developer.

7. Building Approval.

No dwelling, structure, swimming pool, fence, TV disc, permanent sports type outdoor court or facility, out building, 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 Developer's written approval is obtained in advance as follows: the proposed plot plan, construction plans and specifications shall be submitted in duplicate to the Developer, for approval and said written approval received prior to submittal to Genoa Township for a Zoning Compliance Permit. The plot plans shall show 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 and materials of exterior construction together with the grade and elevation of all buildings and structures and shall provide other pertinent construction details. One copy of these plans and specification shall be kept by the Developer. Developer shall not give its approval to the proposal 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 Developer give its approval unless the external design, material and location of the construction proposal shall be in harmony with the character of the subdivision as it develops and with the topography and grade elevation both of the lot upon which the proposed construction is to take place, and the neighboring lots in the subdivision. Developer shall have the right to assign his responsibilities and authority hereunder to a third party.

If anyone begins any such construction with the above stated approval, he hereby agrees to forthwith completely remove such construction upon being informed by the Developer, regardless of the stage of completeness of such construction. If it is not appropriately removed, the Developer has the full right to enter upon such property and cause such construction to be removed; the cost of removal plus all appropriate legal expenses, etc. shall be chargeable to the lot owner and the Developer may place a lien upon the subject lot for such charges plus interest.

- a. This Paragraph (7) shall not be changed while the Developer or its assigns retain ownership to any lots within the subdivision.

8. No excavation or fill shall be made which shall be considered detrimental to the property or adjacent properties in the opinion of the Developers. No building site owner shall alter his building site to interfere with or obstruct existing and/or planned drainage conditions of Novel Estates and other adjacent properties.

9. No garage trailer, mobile home, recreational vehicle, boat, basement, tent, shack, barn or other outbuildings shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence without permission of the Developer.

10. 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 one hundred twenty (120) days except due to strikes, acts of God, or other conditions beyond the control of the builder, Developer is authorized to demolish it and clear the property, or to complete it; and in either event the expense involved shall be charged against and be a lien upon the subject lot. All unused building materials and temporary construction shall be removed from the subdivision within ten (10) days after substantial completion of construction. The portion of the ground surfaces which is disturbed by excavation and other construction work, shall be final graded and seeded or covered with other landscaping as soon as the construction work and weather permits, but not more than eight (8) months after a Certificate of Occupancy is issued by the Livingston County Building Department.

11. Unfinished and Temporary Structures.

No unfinished or temporary structures may be occupied as a residence at any time prior to completion in accordance with approved plans and/or issuance of a certificate of occupancy.

12. Signs and Billboards.

No signs, billboards, or other advertising devices or symbols shall be displayed anywhere in the subdivision except "For Sale" signs of not more than six (6) square feet in area advertising a single lot or dwelling. These signs may only be located on the property which is "For Sale". Developer or its assigns shall have the right to erect signs of larger size advertising the subdivision during its development, construction and sale. All such signs allowed must be maintained in good condition and must be removed promptly upon the termination of their use. Entrance signs are exempt from this provision and shall be maintained by the Lot Owners Association.

13. Sales Locations.

Developer or its assigns may use model homes as an office or sales location together with appropriate signs on lots of their choosing in this subdivision until such time as all of the lots in the subdivision have been improved with residential dwellings.

- a. This Paragraph (13) shall not be changed or amended while Developer or its assigns retain ownership to any lots within this subdivision.

14. Temporary Structures.

Trailers, tents, barns or any temporary building of any design are expressly prohibited within this subdivision, except those necessary for current construction and approved by the Developer.

15. Vehicle Storage and Miscellaneous.

No commercial vehicles or trailer of any nature other than those temporarily present on current business may be parked in the subdivision. Boats, motor homes, recreational vehicles, trailers and similar vehicles must be kept in the garage. No laundry shall be hung for drying in such a way as to be readily visible from any street. All mailboxes shall be located uniformly with reference to the dwelling and comply with U.S. Post Office requirements.

16. Animals.

The raising or keeping of animals, livestock, poultry, and the like is prohibited, except that dogs, cats, and pets of like character may be permitted as long as they shall be leashed or fenced in when outside and do not constitute a neighborhood nuisance.

17. Waste Materials.

Every resident in the subdivision shall promptly dispose of all refuse, garbage and waste materials. No outside storage or exterior incinerators shall be used for such items.

18. Nuisances.

No obnoxious or offensive activity shall be conducted on any lot in the subdivision nor shall anything be done which may be an annoyance or a nuisance to the neighborhood.

19. Antennae.

No radio or television antennae or aerials shall be permitted other than the type commonly used for domestic T.V. residential use, and shall be installed on the house and not on a separate pole or tower. Radio and/or television disc antennae are permitted subject to the prior approval of Developer until the last residential home shall have been constructed and thereafter by the Lot Owners Association.

20. Lighting.

No lighting shall be so situated or of such intensity as to create a nuisance to neighboring property.

21. Swimming Pools.

Only entirely below ground swimming pools shall be permitted and the location of the swimming pool shall be placed with regard to existing easements, septic fields, water wells and subject to governmental regulations.

22. Assignment by Developer.

The rights and obligations of the Developer with respect to approval, supervision, and control of these Building and Use Restrictions involving discretionary decisions may be assigned by the Developer hereafter to the Lot Owners Association. Such transfer of rights and obligations may be made at any time Developer deems it appropriate to do so but in any event shall be made when all of the lots in the subdivision have been improved with a residential dwelling.

23. Lot Owners Association.

A homeowners association shall be incorporated. The association shall be called the Novel Estates Lot Owners Association. All lot owners of lots located in Novel Estates Subdivision, shall become members of the Association. The Association Directors shall be appointed by the Developer after seventy percent (70%) of the lots or building sites of the finally approved subdivision plats have been sold. When ninety percent (90%) of said lots have been sold, the Directors shall be elected by the members of the Association and the terms of the then existing Directors shall forthwith terminate. The purpose of the Association shall be the ownership and maintenance of the pond, park, entrance signs, and enforcement of the covenants and restrictions. The Association shall also exercise such powers and functions as may be set forth in its by-laws.

The Developer shall appoint the Board of Directors within thirty (30) days following sale of seventy percent (70%) of said lots and said Board shall proceed to adopt suitable by-laws for the government of the Association. Each residential lot or building site in said subdivision shall be entitled to one vote in the Association.

24. Maintenance Fund.

- a. All lands included in any final plat approved and recorded within the entire development, whether owned by the Developer or by others, except streets and parks maintained for the general use of the owners of the land included in said tract, shall be subject to an annual maintenance charge at the rate of \$45.00 per lot, for the year, and at such rate as may be determined by the Association for each year thereafter, for the purpose of creating a fund to be known as the Maintenance Fund, to be paid by the respective owners of the lots or building sites included in plats finally approved and recorded within the entire development annually in advance, on the first day of January in each year, commencing with the First day of January, 1996.
- b. Said annual charge may be adjusted from year to year, after 1996 by the Association but in no event shall such a charge be raised above \$90.00 per lot, except by the approval and consent of sixty-six and two-thirds (66-2/3) percent of the members of the Association, present and voting at any meeting thereof, or represented by written proxy which approval and consent shall make any such additional assessment binding upon all of the owners of the property in said subdivision or subdivisions.
- c. Said maintenance fund shall be used for benefits and obligations of the Association and member thereof including liability insurance, taxes and for other things necessary or advisable in the opinion of the Association for the maintenance and improvement of the Association's property. This property includes, but is no limited to, the land, grounds, water in the ponds, entrance signs, landscaping, pond fences, playground and park equipment.



- d. The maintenance fund charges referred to herein, including any expenses incurred, shall be a lien and encumbrance on the lot with respect to which said charges are made. That by the acceptance of title to any of said lots the owners from time of acquiring title thereto shall pay the Association all charges provided for herein which were then due and unpaid to the time of acquiring the title, and all such charges thereafter made during the continuance of ownership thereof.
- e. By acceptance of title, each owner shall vest in the Association, the right and power to take and prosecute all suits, legal, equitable or otherwise, which may be in the opinion of the Association necessary or advisable for the collection of all such charges or for any other purpose deemed for the benefit of the Association members.

25. Park Area.

The Park area, is for visual enjoyment of owners of all lots.

- a. The Association has full control and authority regarding all the land, vegetation, trees, etc. in the park area. The park is for active enjoyment such as picnicking, any playing games and sports. No hunting is permitted in the parks or recreation area.

26. Yard Requirements.

The front building set-back shall be fifty (50) feet minimum side yards shall be thirty (30) feet minimum each; rear yards shall be eighty (80) feet minimum. Corner lots shall have fifty (50) feet set-back on the sub/side street side. Yard requirements may be greater due to location of the drainfield. In addition the building shall be placed within the confines of the approved building area as shown on the approved preliminary plat on file with Genoa Township or as approved by the Township.

- a. Landscaping.

The front yard, the entire portion of the lot facing the road and extending back to a point which is even with the rear wall of the house, must have existing sod or grass at the time of sale of said dwelling.

27. Abatement of Violations.

Upon notice by personal service or certified mail return receipt requested to an owner of violations of any condition or restriction or breach of any covenant herein contained, shall have the Developer or Association, in addition to all other remedies, the right to enter upon an owners premise and abate or correct the violation and such abating party shall not thereby become liable for damages or loss of any kind or nature resulting from such action.

28. Term of Restriction, Reservation of Right to Eliminate Restriction.

All the restrictions, conditions, covenants, charges and agreements contained herein shall continue in full force and effect and run with the land, provided however, that after fifteen (15) years from the date of recording hereof the owners of the two-thirds (2/3) or more of the lots in said subdivision may modify the restrictions or release all or part of said lots from all or any portion of these restrictions, except those restrictions contained in Paragraphs 3, and 32. The Developer does hereby reserve the right, at any time hereafter and without permission of any other lot owner to eliminate any or all of the above stated covenants and restrictions herein imposed except restrictions pertaining to (a) on site sewage disposal and on site water supply, should Developer, in its judgment determine that a covenants or restriction herein made prohibits or impedes the sale of the various lots.

29. Enforcement.

Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any restriction either to restrain violation, remedy the violation or to recover damages. Failure to immediately enforce any of the restrictions 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 to or subsequent thereto.

30. Severability.

Invalidation of any one of these covenants by judgement of a court of competent jurisdiction shall in no way affect any of the other provisions and covenants which shall remain in full force and effect.

31. Well and Septic Systems.

All of the well and septic systems of all lots in the Novel Estates Subdivision shall be installed according to plans and specifications approved by the Livingston County Health Department.

32. Livingston County Health Department Restriction.

1. No lot shall be used for other than a single family dwelling.
2. All wells shall be developed by a Michigan licensed well driller and penetrate a protective clay barrier. It is also recommended that all wells within this development be grouted along the entire depth of the casing.
3. The test wells are located on Lots 3, 15, and 36 of this development may be used for the potable water supply. If the wells are not intended for use, they must be properly abandoned according to the Groundwater Quality Control Act.
4. The septic locations for both the active and reserve, as well as the water supply systems shall be placed into the areas as indicated on the preliminary plan, which is on file at the LCHD, unless otherwise approved by this Department.
5. Once engineer certification has been given, the deed restrictions for Lots 20, 21 and 22 shall stipulate that they have been prepared in accordance with engineer specifications. "As-built" drawings as to the exact location of these areas are on file at the LCHD.
6. Lot 15 will require the bottom of the stone bed to be no deeper than an elevation of 991.
7. Lots 23, 28 will require the bottom of the stone bed to be no deeper than an elevation of 992.
8. Lot 24 will require the bottom of the stone bed to be no deeper than an elevation of 996.
9. Lot 30, 31 will require the bottom of the stone bed to be no deeper than an elevation of 993.
10. Lot 37 will require the bottom of the stone bed to be no deeper than an elevation of 986.
11. Lot 1, 11, 14 and 29 will require a 4.0 ft. to 8.5 ft. cutdown to more permeable soils.

12. The area designated for the placement of the reserve sewage system must be maintained vacant and free of obstacles which would restrict the placement of a sewage system for future needs. This includes, but is not limited to underground utility lines, driveways, garages, etc.

13. There shall be no future subdividing in the subdivision to create additional building sites utilizing onsite sewage disposal and water supply.

All restrictions placed here by the Livingston County Health Department are not severable and shall not expire under any circumstances unless amended or approved by the LCHD.

33. Livingston County Road Commission driveway restriction. The driveway approach for Lot 28 is restricted to the north 140 feet. All restrictions placed by the Livingston County Road Commission are not severable and shall not expire under any circumstances unless amended or approved by the LCRC.

\_\_\_\_\_  
Witness:

NOVEL DEVELOPMENT INC.  
A Michigan Corporation

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
BY: JAMES D. BOLDREY  
ITS: PRESIDENT

STATE OF MICHIGAN  
COUNTY OF LIVINGSTON            SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, 1994, before me personally appeared JAMES D. BOLDREY, to me personally known, who being by me sworn, did say that he is the President of NOVEL DEVELOPMENT, INC., the corporation named in and which executed the within instrument, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said JAMES D. BOLDREY acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public  
LIVINGSTON County, Michigan  
Commission Expires:

\_\_\_\_\_  
Witness:

FIRST NATIONAL BANK IN HOWELL  
A Michigan Corporation

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
BY: DENNIS P. GEHRINGER  
ITS: VICE PRESIDENT

STATE OF MICHIGAN  
COUNTY OF LIVINGSTON           SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_, before me  
personally appeared \_\_\_\_\_ of FIRST NATIONAL BANK  
IN HOWELL, A MICHIGAN CORPORATION, who to me is known to be the  
person who executed the foregoing instrument, acknowledged that he  
executed the foregoing instrument as such officer, as the free act  
and deed of said Corporation and by its authority.

\_\_\_\_\_  
Notary Public  
LIVINGSTON County, Michigan  
Commission Expires: