



(C) Snowmobile trailers, recreational vehicles, pickup trucks, house trailers, boats, boat trailers, all terrain vehicles, motorcycles (except while making normal deliveries) shall not be stored or parked on lots except within private attached garages.

(2) CHARACTER AND SIZE OF BUILDING.

(A) No building or other structure shall be commenced, erected or maintained, nor shall any addition to or change or alteration to any structure be made, except interior alterations, until the plans and specifications, prepared by a competent architect showing the nature, kind, shape, height and materials, color scheme, location on lots and approximate cost of such structure and the grading plan of the lot to be built upon shall have been submitted to a approved in writing by the Grantor, and a copy of said plans and specifications as finally approved, lodged permanently with said Grantor.

(B) Fences, garden walls and similar devices shall not be permitted within the Fox Run Subdivision. A fence will be permitted to be erected around any privately used swimming pool as a safety precaution or in accordance with all rules and ordinances regulating the construction and use of said swimming pools. Plans and specifications of fences around swimming pools must be submitted in writing to the Grantor and approved by it. The Grantor and/or its appointees shall have the right to specify materials used in the construction of swimming pool. No above ground pools are permitted.

(C) The Grantor shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable in this sole opinion for aesthetic or other reasons; and in so passing upon such plans, specifications and grading, it shall have the right to take into consideration the suitability of the proposed building or other structure to be built to the site upon which it its proposed to erect the same, and the harmony as planned in view of the outlook from the adjacent or neighboring properties. It is understood and agreed that the purpose of this paragraph is to cause the platted lands to develop into a beautiful, harmonious private residence section, and if a disagreement on the points set forth in this paragraph should arise, the decision of the Grantor shall control.

(D) However, in the event the Grantor shall have failed to approve or disapprove such plans and location within thirty (30) days after the same shall have been delivered to the Grantor, then such approval will not be required provided the plans and location on the lots conform to, or are in harmony with existing structures in the subdivisions, these restrictions, and any zoning law applicable thereto.

(E) In any case, but subject to the codes and ordinances of Canton Township or any other government authority having jurisdiction thereof, whether with or without the approval of the Grantor, no dwelling shall be permitted on any lot in the subdivision unless in the case of a one-story dwelling, the ground story living area shall not be less than 1,750 square feet; in the case of a none and on-half story building, the ground floor living area shall not e less than 1,750 square feet; in the case of a multi-level building, the first and second level living area shall not be less than 2,400 square feet; and in the case of a two-story building, total square feel shall not be less than 2,400 square feet. All garages, when constructed, must be attached to the dwelling either directly or by use of a covered breezeway and shall not be included in computing square footage.

(3) BUILDING LINES.



No refuse pile or other unsightly or objectionable materials shall be allowed on any of said lots unless the same shall be properly concealed. Refuse, ashes, building materials, garbage and debris of any kind shall be cared for in such a manner as not to be offensive to neighboring property owners. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(9) GENERAL CONDITIONS.

(A) No free-standing structures (i.e. sheds, barns, or temporary building) shall be constructed without prior approval.

(B) No clothes lines or outside drying of laundry shall be permitted.

(C) No solar panel, solar collector, satellite dish, or similar device shall be placed, constructed, altered or maintained on any lot.

(10) LOT OWNERS ASSOCIATION.

There is hereby established the Fox Run Homeowners Association, a lot owners association consisting of the owners of the lots in Fox Run Subdivision, a subdivision of part of the southeast quarter of Section 8 Town 2 South, Range 8 East, and part of Section 17, Town 2 South Range 8 East Canton Township, Wayne County Records, and consisting of lots numbered 1 through 67 inclusive, and including certain open space or park areas and water retention facilities, and the owners of lots in additional subdivisions to which the scope of these restrictions shall be extended as provided in paragraph (15) hereof.

Membership in the Fox Run Homeowners Association shall be mandatory for each lot owner in Fox Run Subdivision and for each lot owner in such additional subdivisions to which these restrictions shall be extended as provided in paragraph (15) and/or their successors and assigns.

A member shall be defined as every person or entity who or which is a record owner of a fee or undivided fee interest in any lot included within the purview of the Association, but not including owners who have sold their interest under executory land contract. During such time as such a land contract is force, the land contract vendee shall be considered to be the member of the Association.

The Fox Run Homeowners Association is organized as a non-profit corporation under the laws of the State of Michigan, and shall be so incorporated. The Association shall exercise the authority and assume the obligations as set forth in the Agreement for Storm Water Retention and Discharge Restriction System, and Agreement for Open Space Plat as more specifically described in the foregoing paragraph (7). In addition, the Association shall be responsible for the care and maintenance of all subdivision entrance signs or monuments and the easements upon which they are constructed. The Association shall have such other powers as are granted to it by these restrictions and as set forth in its By-Laws.

The Association shall have two classes of voting membership:

Class A. Class A members shall be all those owners as defined above with the exception of the Grantor or its successors. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership. When more than one person holds any such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised

as they among themselves determine with written notice to Grantor, but in no event shall more than one vote be cast with respect to any one lot.

Class B. Class B members shall be the Grantor or its successors. The Class B memberships shall be entitled to three votes for each lot in which the Grantor or its successors hold the interest required for membership. However, notwithstanding the foregoing, the Grantor may appoint the Board of Directors only until such time as not more than eighty (80) percent of the residential lots in the subdivision shall have been sold by the Grantor. Thereafter, the Board of Directors shall be elected by the Class A members.

(11) MAINTENANCE FUND.

(A) All of the land included in said plat, whether owned by the Grantor or by others, including streets and parks maintained for the general use of the owners of the land shall be subject to an annual maintenance charge to be paid by the respective owners of the land included in said tract to the Fox Run Homeowners Association annually. Dues of the Association shall be collected prior to April 1, from all lot owners of record as of January 1 of each year. There shall be no pro-ration of dues for the first lot owner. First lot owners shall pay the full assessment due for that year in which they become lot owners.

(B) The amount of said annual charge is established at a minimum of Seventy-Five (\$75.00) Dollars per lot plus any taxes assessed for streets, open space or park areas averaged over all lots. Said annual charge may be adjusted from year to year by the Fox Run Homeowners Association, as the needs of the property may in their judgment require, but in no event shall such a charge be more than Two Hundred (\$200.00) Dollars per lot, plus said taxes except by the approval and consent in writing of fifty-one (51%) percent of the members of the Fox Run Homeowners Association, which approval and consent shall make any such additional assessment binding upon all of the owners of property in said Fox Run Homeowners Association.

(C) Said maintenance fund shall be used for such of the following purposes as the Fox Run Homeowners Association shall determine necessary and advisable:

(I) for improving and maintaining common areas and property of the Association, roadways and entrance ways of the Fox Run Subdivision;

(II) for the care and Maintenance of all subdivision entrance signs or monuments and the easements upon which they are constructed;

(III) for planting trees and shrubbery and the care thereof;

(IV) for collecting and disposing of garbage, ashes and rubbish;

(V) for employing night watchmen;

(VI) for caring for vacant property;

(VII) for cutting or removing grass or weed;

(VIII) for obtaining snow plowing services for the subdivision roads where deemed necessary or appropriate;

(IX) for constructing, purchasing, maintaining or operating any community service, or for doing any other things necessary or advisable in the opinion of the Fox Run Homeowners Association for the general welfare of the members;

(X) for expenses incident to the examination of plans as herein provided, and to the enforcement of these building restrictions, conditions, obligations, reservations, rights, powers, and charges;

(XI) and for filling the requirements and obligations of the Agreement for Storm Water Retention and Discharge Restriction System, and Agreement for Open Space Plat as described in paragraph (7).

(D) It is hereby expressly agreed that the maintenance fund charge referred to herein, including any expenses incurred in removing or completing any building in accordance with the preceding paragraph, shall be a lien and encumbrance on the land with respect to which said charges are made, and it is expressly agreed that by the acceptance of title to any of said lots, the owner (not including thereby the mortgagee as long as he is not the owner) from the time of acquiring title thereto, shall be held to have covenanted and agreed to pay to the Fox Run Homeowners Association all charges provided for herein which were then due and unpaid to the time of his acquiring the title, and all such charges thereafter falling due during the ownership thereof. A certificate in writing shall be issued by the Fox Run Homeowners Association or its agent and shall be given on demand to any owner liable for said charges, which shall set forth the status of such charges. This certificate shall be binding on the said parties hereto.

(E) By his acceptance of title, each owner shall be held to vest in the Fox Run Homeowners Association, the right and power in its own name to take and prosecute all suits, legal, equitable or otherwise, which may be in the opinion of the Fox Run Homeowners Association necessary or advisable for the collection of such charges and enforcement of all portions of this Declaration of Restrictions. ***Any costs of collection, including but not limited to the filing of liens, title searches, legal proceedings, and any other collection or enforcement actions, and the corresponding costs of the same, including attorney fees, shall be an additional assessment against the lot owner(s) who necessitated such action.***

(12) ASSIGNMENT OF GRANTOR'S RIGHTS.

Grantor may at any time assign all or part of its rights, privileges and duties of supervision and control in connection with these restrictions which are herein reserved to the Grantor, to the Fox Run Homeowners Association and upon the execution and recording fo the appropriate instruments of appointment by the Grantor, and said Association shall there upon have and exercise all the rights so assigned and the Grantor shall be fully released and discharged from further obligations and responsibilities in connection therewith. At such time as they Grantor or its successors no longer has an interest in any property contained within Fox Run Subdivision or the property described in paragraph (15) hereof, Grantor and/or its successor shall make such assignment of all such rights still held by the Grantor to the Fox Run Homeowners Association who must accept same.

(13) VIOLATIONS.

Violations of any restriction or condition or breach of any covenant or agreement herein contained shall give the Grantor, in addition to all remedies provided by law, the right to enter upon the land as to which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, sign, thing or condition that may be or exist contrary to

the intent and meaning of the provision hereof, and the Grantor shall not hereby be deemed guilty of any manner of trespass for such entry abatement or removal.

(14) TERMS OR RESTRICTIONS.

All of the restrictions, conditions, covenants, charges, and agreements contained herein shall continue in force until January 1, 2019, and shall automatically be continued thereafter for successive periods of ten years each, provided, however, that within 120 days from the beginning of any ten year continuation period, the owners of the fee or two-thirds or more of the lots in said subdivision may release all or part of said lots from all or any portion of these restrictions, or otherwise amend these restrictions, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes, and recording the same in the office of the Register of Deeds for Wayne County.

(15) EXTENSION TO ADDITIONAL SUBDIVISIONS AND ASSOCIATED RESPONSIBILITIES AND OBLIGATIONS.

Should the Grantor from time to time develop and subdivide additional land within the Southeast quarter of Section 8 Town 2 South Range East and part of Section 17, Town 2 South Range 8 East, Canton Township, Wayne County, Michigan, containing any number of lots numbered from 68 up to 200 as many as may be permitted, and including certain open space or park areas and water retention facilities, whether or not required by the Canton Township or any other governmental agency, or develop and/or subdivide in its own name or in cooperation with any other persons, any land adjacent or contiguous thereto, the following conditions shall thereupon apply, with or without further declaration;

(A) Each new subdivision or subdivisions shall be subject to these restrictions in the form herein imposed upon Fox Run Subdivision.

(B) Ownership of a lot in any additional subdivision or subdivisions shall result in mandatory membership in the Fox Run Homeowners Association.

(C) Said additional subdivision or subdivisions shall automatically be incorporated with Fox Run Subdivision and any other associated subdivisions for the purpose of interpretation and enforcement of these restrictions.

(D) That these restrictions and the Declaration and Agreements referred to in Paragraph 7 "Easements", being applicable to the new development or subdivisions shall be considered to be reciprocal negative easements, thus making the restrictions applicable herein enforceable by property owners in the new subdivision of subdivisions as well as being enforceable by property owners in the Fox Run Subdivision.

That all of the foregoing is intended to assure an integrated and comprehensive development and maintenance of Fox Run and the subdivisions thereof as additional development occurs and to prevent the separation and isolation of any one or more of the additional said subdivisions from the responsibilities, obligations or privileges associated with the extension by further development of the subject lands into an additional subdivision or subdivisions.

(16) REQUIRED APPROVAL FOR MODIFICATIONS WITHIN PRIVATE PARKS.

No filling, grading, alteration or occupation of the 100 year flood plain limits within Fox Run Park as shown on the recorded plat will be allowed without the approval of the Michigan Department of Natural Resources and Canton Township. The 100 year flood plain limits varies from elevation at the upstream limits to elevation at the downstream limits.

(17) ENFORCEMENT.

The Grantor, the Association or any individual lot owner shall be entitled to enforce any of the provisions hereof. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Failure to enforce any of the covenants herein contained shall in no event be deemed a waiver of the right to do so hereafter as to the same breach on as to a breach occurring prior or subsequent thereto.

IN WITNESS WHEREOF, the Grantor has executed this Declaration of Restrictions on the date stated above.

WITNESSES:

FOX RUN DEVELOPMENT CORPORATION  
A MICHIGAN CORPORATION

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\_\_\_\_\_  
Salvatore Cottone, President

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\_\_\_\_\_  
Michael Chirco, Vice-President

STATE OF MICHIGAN)

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COUNTY OF

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Personally come before me this \_\_\_\_\_ day of \_\_\_\_\_, 1989, \_\_\_\_\_ of Fox Run Development Corporation, a Michigan Corporation, to me known to be the person who executed the foregoing instrument and to me known to be such \_\_\_\_\_ of said corporation and acknowledged that they executed the foregoing instrument as such officer as the free act and deed of said corporation.

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