

**AMENDED DECLARATION OF RESTRICTIONS
THE VINEYARD**

As to the Vineyard, a Subdivision in Deerfield Township
County of Lenawee and State of Michigan

WITNESSETH:

WHEREAS, it is the purpose and intention of this Declaration that all of the property subject to this agreement shall be conveyed by the Developer subject to reservations, easements, use and building restrictions provided to establish a general plan of uniform restrictions in respect to said property, and to ensure the purchasers of lots therein used on 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.

IT IS HEREBY DECLARED that the prior restrictions are hereby null and void and replaced with the following general restrictions which are covenants running with the land, binding on the heirs, personal representatives, successors and assigns of the Developer, and the Grantees of all individual lots on said property, for the time limited in this instrument.

The goal of the developer is to limit construction to traditional homes, however, contemporary interpretations of traditional homes will be encouraged. In general, homes readily distinguishable as "Tudor", "Mediterranean" and "ultra contemporary" are not felt to be compatible with homes designed for the property.

Section 1
Residential Use

No residence on the property shall be used for other than single-family residential purposes as defined by the Village of Deerfield Zoning Ordinance. All dwellings shall be designed and used only for purposes consistent with single-family residential use.

Use of lots shall also be restricted in the following manner:

- a) **Building Size and Height:** No building or structure shall exceed two stories in height. All buildings and structures shall be in conformity with the following minimum size standards as to living area measured by the external walls:

(1) One Story/Ranch:	1,400 sq. ft.
(2) Two Story:	1,700 sq. ft.

and shall be "stick built" on site. There shall not be any manufactured, modular, or similar style constructed homes allowed in the subdivision. The constructed homes shall be set back a minimum of fifty-five (55') feet from the front property line to the edge of the front of the house.

Garages, porches and breezeways shall not be included in computing minimum size requirements. No part of a single story or ranch structure that is below ground level shall be included in computing minimum size requirements. No part of any other structure that is more than one-half below ground level shall be included in computing minimum size requirements. All buildings shall be constructed by a licensed contractor and completed within nine months from the date of issuance of a building permit by the Deerfield Village Building Department or other appropriate governmental agency. All unused building materials and temporary construction shall be removed from the premises within sixty (60) days after substantial completion of the structure. The portion of the surface of the earth which is disturbed by excavation and other construction work shall be finish graded and seeded or covered with other landscaping as soon as the construction work and weather permit.

- b) **Garages:** All single family dwelling shall have a two-car minimum attached garage, and a maximum three-car garage. Carports and detached garages shall not be erected, placed or permitted to remain on any lot.

- c) **Temporary Structures:** No old or used structures, of any kind, shall be placed upon any unit as a temporary structure. No temporary structure of any character such as a tent, camper, trailer, shack, barn and/or other out-building of any design whatsoever shall be erected or placed upon any unit prior to construction of the main residence, nor shall any such structure be occupied as living quarters at any time. This provision shall not prevent the use of temporary structures incidental to and during construction of the main residence provided that such temporary structures shall be removed from the premises immediately upon completion of the main residence.
- d) **Swimming Pools:** All swimming pools shall be below ground, except children's play pools, hot tubs and Jacuzzi tubs.
- e) **Fences:** There shall be no perimeter fences erected, except electric invisible fence will be permitted. Privacy fences or fences to ensure safety around swimming pools will be allowed with Developer approval.
- f) **Antenna:** No radio, television or other antenna or aerial shall be permitted on any unit other than the type commonly used for domestic residential and not on a separate pole or tower. Dish type antennae shall be permitted (not to exceed 20" in diameter), nor shall any antenna or aerial exceed eight feet in height above the roof ridge line on any dwelling.
- g) **Exterior Lighting:** Individual exterior yard lights shall be prohibited in the front yards of residences (except as approved by Developer), unless less than three (3) feet in height.
- h) **Driveways:** All driveways and walks must be ready-mix concrete within 60 days of occupancy (weather permitting).
- i) **Basements:** Basements are required for all homes. All basements are below ground foundation shall utilize poured ready-mix concrete construction or cement block.

- j) **Occupancy;** No building shall be occupied prior to full completion with the exception of a 30 day temporary occupancy.

Section 2
Architectural Control

- a) No dwelling, structure or other improvement shall be constructed on a lot within the property, nor shall any exterior modification be made to any existing dwelling, structure or improvement, unless plans and specifications therefore containing such detail as the Developer may reasonably request have first been approved by the Developer.

The Developer shall have the right to refuse to approve any such plans or specifications or grading or landscaping plans which are not suitable or desirable in its option for aesthetic or other reasons; and in passing upon such plans and specifications, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, proposed exterior materials (which may include wood, brick, vinyl and stone) and exterior colors shall blend in with existing residences and the natural surroundings (stains or paints will be encouraged which accent interesting features of residence), the site upon which it is proposed to be constructed, the location of the dwelling within each unit, and the degree of harmony thereof with the Subdivision as a whole. No log or modular residences will be permitted. The purpose of this Section is to assure the continued maintenance of the property as a beautiful and harmonious residential development, and shall be binding upon both the Developer and Lots assigned to a Homeowner's Association, or other successor to the Developer. The Developer may construct any improvements upon the premises that it may, in its sole discretion, elect to make without the necessity of prior consent from any other person or entity, subject only to the express limitations contained in these documents.

- b) Any owner proposing construction of his lot must submit two complete sets of house plans to the Developer. Plans must include (1) all exterior

elevations specifying exterior construction materials, (2) floor plan, (3) foundation plan, and (4) site and landscape plan. House plans must have Developer approval before construction may begin. Such approval will be given or denied within one week of date plans are submitted to Developer. Once plans are approved, any changes that significantly alter the exterior of the house, the site or landscape as originally proposed, or conflict with any clause contained in these Restrictions, must be approved by the Developer.

- c) Construction of any dwelling or other improvements must also receive any necessary approvals from the local public authority.

Section 3 **Vehicles**

No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all terrain vehicles, snowmobiles, snowmobile trailers, or vehicles other than automobiles or vehicles used primarily for general personal transportation purposes may be parked or stored upon the premises, unless parked in the garage with the door closed. No inoperative vehicles of any type may be brought or stored upon the premises either temporarily or permanently. Commercial vehicles and trucks shall not be parked in or about the property except while making deliveries or pickups in the normal course of business. Use of motorized vehicles anywhere on the premises, other than passenger cars and snowmobiles, authorized maintenance vehicles and commercial vehicles as provided in this Section 3, is absolutely prohibited. Motorcycles may be used for access to and from residence.

Section 4 **Advertising**

No signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a unit or on the common elements, excluding "For Sale" signs, without written permission from the Developer.

Section 5
Activities

No noxious, unlawful acts or offensive activity shall be carried on any lot or upon the common areas, nor shall anything be done which may be or become an annoyance or a nuisance to the owners of the property. No unreasonably noisy activity shall occur on any lot at any time. Activities which are deemed offensive and are expressly prohibited include, but not limited to the following: Any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows, arrows or other similar dangerous weapons, projectiles or devises.

Section 6
Pets

Subject to the provisions of this Section, owners shall be entitled to keep pets of a domestic nature within their units. No animals such as chickens, pigs, cattle, or the like kind to be kept on premises. No pet or animal may be kept or bred for any commercial purpose. Pets shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. Each owner shall be responsible for collection and disposition of all fecal matter disposed by a pet maintained by such owner. No dog which barks and can be heard on any frequent or continuing basis shall be kept. No home shall have more than two cats or more than two dogs.

Section 7
Landscaping

No owner shall construct, or cause to be constructed, any fence of any nature upon his lot without the prior written approval of the Developer. No owner shall perform any landscaping or remove, trim or plant any trees, shrubs or flowers or place any ornamental materials within ten (10) feet of the exterior boundary line of his lot without prior written approval of the Developer. Basic landscaping, including finish grading, seeding or sodding, must be completed within one (1) year after date of occupancy. The owner of each unit shall develop a landscaping treatment, which will tend to enhance, compliment

and harmonize with adjacent property. New planting shall compliment and enhance the character of the existing vegetation, topography and structures. Each owner shall have the responsibility to maintain the grounds of his lot, including the mowing of grass, removal of weeds, and proper trimming of bushes and trees. If the Developer shall receive complaints from other owners regarding lack of maintenance of the grounds of a lot, then, and in that event, it shall have the right to have such maintenance of the grounds of the lot performed as the Developer shall determine as being reasonable, and the charge thereof shall become a lien upon the lot.

Section 8
Reserved Rights of Developer

- a) **Prior Approval by Developer:** During the construction and sales period, no hedges, trees or substantial plantings or landscaping shall be installed, removal or trimmed until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, grading or landscaping plan of the area to be affected shall have been submitted to and approval in writing by the Developer, and a copy of said plans and specifications, as finally approved, lodged permanently with the Developer. (Also, see Section 2(b).
- b) **Developer's Right in Furtherance of Development and Sales:** None of the restrictions contained in these restrictions shall apply to the commercial activities or signs or billboards, if any, of the Developer during the construction and sales period.
- c) **Enforcement by Restrictions:** The property shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private residential community for the benefit of the owners and all persons interested in the property. The Developer shall have the right to enforce these restrictions throughout the construction and sales period notwithstanding that it may no longer own a lot in the property. The restrictions may also be enforced by individual owners.

Section 9
Violations

In addition to other remedies set forth herein, violations of any restrictions or condition or breach of any covenant or agreement herein contained shall give the Developer and the Association, 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 Developer or the Association shall not hereby be deemed guilty of any manner of trespass for such entry abatement or removal.

Section 10
Term of Restrictions and Amendment

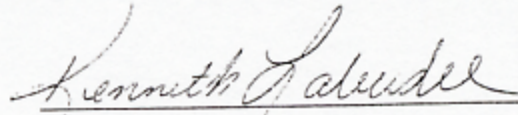
All provisions, restrictions, conditions, covenants, agreements and charges herein contained shall continue in force until January 1, 2029, and shall automatically be continued thereafter for successive periods of ten (10) year continuation period. The owners of the fee simple estates of two-thirds (2/3) or more of the lots 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 Lenawee County.

Section 11
Severability

Invalidation of any of the covenants, limitations or provisions of this Declaration by judgment or court order shall in no way affect any of the remaining provisions hereof, and the same shall continue in full force and effect.

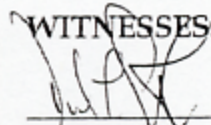
Section 12
Governing Law

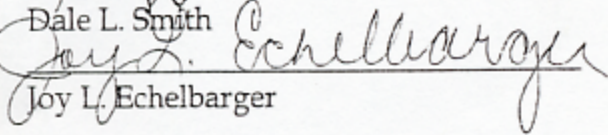
The parties agree that the terms of these restrictions are controlled by the laws of the State of Michigan.



The Vineyard, LLC.
By: Kenneth Laberde, Managing Member
Developer

WITNESSES:

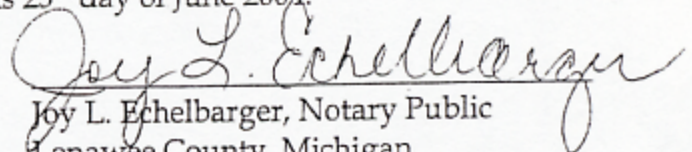


Dale L. Smith


Joy L. Echelbarger

STATE OF MICHIGAN)) ss
County of Lenawee)

Subscribed and sworn to before me this 25th day of June 2004.



Joy L. Echelbarger, Notary Public
Lenawee County, Michigan
My Commission Expires: 11/28/06