

CONDITIONS, COVENANTS AND RESTRICTIONS
of
HUNTER'S RUN NO 3

DONALD F. WATTS Living Trust, and WATTS CONSTRUCTION CO., INC., a Michigan Corporation, are proprietors of all the premises and lots contained in HUNTER'S RUN NO. 3, a recorded plat filed and of record in the office of the Register of Deeds for the County of Kalamazoo, Michigan, recorded in Liber ____ of Plats, Page _____. The Proprietors, herein collectively referred to as "Declarant", desiring to create and establish certain conditions, covenants and restrictions to govern and control the use, occupancy, ownership and title to each and all of the lots contained in the plat as recorded, do impose upon and subject the title, use, occupancy and ownership of all of the lots contained in the plat to the conditions, covenants and restrictions stated in this document. References to the "Board" and "Architectural Committee" refer to HUNTER'S RUN ASSOCIATION, Inc., a Michigan Non-profit Corporation, provided for in the Declaration recorded in Liber 1548 of deeds, Pages 149 thru 161 of the Kalamazoo County Records, which declaration is incorporated in this document by reference. Whereas defined in the Declaration have the same meaning in this document.

1. ARCHITECTURAL CONTROL

- A. No building, fence, wall, screen or other structure, and no private road, driveway or parking surface, severally and collectively referred to as "improvements", shall be erected or placed upon any lot nor shall any exterior addition or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of it shall have been submitted to and have been approved in writing by Watts Construction Company, Inc. ("Company") nominee as to construction of a residence or dwelling unit, or by the Committee as to all other improvements. Except for the authority reserved to Company the Architectural Committee ("Committee") shall have all of the authority and shall be subject to all of the obligations given to and imposed upon it by the Declaration, this document, and the bylaws of the Association. Approval of the plans and specifications of residences or dwelling units by Company and approval by the Committee of other improvements shall be evidenced by written endorsement by Company or the Committee, whichever shall be authorized to grant such approval, on the plans and specifications and a copy shall be delivered to the Owner or Owners of the Lot upon which the prospective improvement is to be built before the beginning of any construction. No change or deviation from the plans or specifications shall be made without the written consent by Company or the Committee, respectively. Neither Watts nor the Association shall be responsible for any structural or other defect in the plans or specifications or improvements

erected according to those plans and specifications.

In the event Company, as to a new residence or dwelling unit, or the Committee, as to additions or modifications of completed residences or dwelling units or as to other improvements fail to approve or to disapprove any plans or specifications within thirty (30) days after the plans and specifications have been submitted to it, approval shall be conclusively deemed to have been given and this article shall be deemed to have been fully complied with, except that this shall not be deemed to grant approval to any change or alteration in the plans and specifications submitted. In the event the Committee does not exist at the time and the Owner wishes to construct any improvement reference in this Document to Committee shall be deemed to refer to the Board.

So long as an the Committee shall exist, whenever reference is made to "the Board or the Committee", it shall be deemed to refer to the Committee, but should the Committee cease to exist references to Committee shall be deemed to refer to the Board.

- B. In the event the Owner of a lot on which an improvement is commenced does not, for a period of six months, make reasonable progress in the completion of the project or does not complete it within one year from commencement, the Board of Directors may, at its option, and in addition to all other remedies available to it, enter the premises and complete the improvement or remove it and restore the premises to a condition approved by the Committee. Before taking such action the Board shall give notice of its intended action to the Owner by ordinary mail to the address shown on the records of the Association. Upon the completion or removal of the improvement the reasonable cost of it shall be the obligation of the Owner and shall be collected in the same manner as provided for the collection of annual assessments.

2. **SETBACK LINES**

Since the establishment of standard and inflexible building setback lines for locating houses, hedges or other improvements tends to force construction of homes both directly behind and directly to the side of other homes with detrimental effects on privacy, view, preservation of natural features, etc., no specific setback lines are established by these Covenants and Restrictions.

Whenever it is proposed to construct an improvement within ten (10) feet of the line of an abutting lot, the Committee shall give written notice to the abutting Owner, shall afford a reasonable opportunity for the abutting Owner to examine the plans and specifications for the proposed improvement and shall afford the abutting Owner reasonable opportunity to

be heard. The decision of the Committee, after the hearing, shall be final and binding on the parties.

3. **RESIDENTIAL USES**

All lots shall be used solely for residential purposes, except that the use by the Declarant of a dwelling unit as a display model or sales office for HUNTER'S RUN shall not be deemed a violation of this provision.

- (a) Not more than one detached dwelling unit shall be built on any lot.
- (b) No structure such as a trailer, basement, garage or the like shall be used at any time as a residence, either temporarily or permanently.
- (c) Any improvement commenced on any lot shall be completed within twelve months of its commencement.
- (d) No detached building, including utility shed, greenhouse, and the like, shall be constructed on any lot.
- (e) Subject to rules adopted by the Board no swimming or wading pool which projects more than eighteen (18) inches above lot grade on any side shall be permitted on any lot. A wading pool may be maintained during the period June 1 through October 1 provided it shall not exceed 125 square feet, uses no filtering equipment and can be readily emptied.

4. **FREEBOARD**

Any building used or capable of being used for residential purposes and occupancy shall be constructed above and landward from the "freeboard line" and openings will not be permitted into basements below the Elevation of the freeboard line. The "freeboard line" in this Plat is 840.0 (N.G.V. datum) as shown on the final Plat. The restrictions set forth in this paragraph are to be observed in perpetuity and excluded from any time limitation. There shall be no filling or occupation below the freeboard line or within adjacent or contiguous wetland areas, without prior written approval from the DEQ.

5. **STORAGE OF VEHICLES**

All dwelling units shall be provided with a garage or covered carport for at least two automobiles, unless other wise specifically allowed by the Committee, except that as to multiple family dwelling units, garages and carports shall be provided in accordance with applicable laws. No motor vehicle, trailer of any kind, including housetrailer, boat, or the like shall be placed or stored on any lot except within an enclosed garage or carport

totally concealed from view from all portions of the properties in all seasons of the year and when in conformity with reasonable regulations established by the Board. No truck or commercial vehicle shall be stored or parked on any lot except temporarily during construction or repair of the improvements on said lot, except in a garage. No vehicle shall be allowed to remain on any lawn, yard, or other area not constructed for vehicular use after approval by the Committee.

6. **PRESERVATION OF NATURAL FEATURES**

In furtherance of the purposes stated in the Declaration and in this document, no tree measuring (4) inches or more in diameter three (3) feet above ground may, after construction of the house, be removed without the written approval of Company, as to new residences or dwelling units, or of the Committee, after completion of the residence or dwelling unit. It shall be the duty of each property owner to prevent erosion of Owner's property. Excavating and dirt moving and landscaping or importation of vegetation shall be accomplished in accordance with reasonable regulations by the Board so as to inflict a minimum of damage to vegetation or to the contour of a lot. Should any Owner fail to prevent erosion, then the Association may, after notice to the Owner, enter upon that property to remedy the condition and the reasonable cost of it shall be the obligation of the Owner and shall be collected in the same manner as provided for the collection of annual assessments.

7. **PETS**

No horse, cow, swine, goats, poultry or fowl, except caged birds, and no wild animals shall be kept on any lot except household pets which shall be confined or be on a leash.

8. **CLOTHESLINES**

No clothing or other fabrics shall be hung in the open on any lot unless hung from a retractable clothes hanging device which is removed from view when not in use unless the device is enclosed by fence or other enclosure according to rules established by the Board.

9. **ANTENNAS, SATELLITE DISHES, AND THE LIKE**

Television or radio and radio antennas, satellite dish receivers, pumps, compressors, and the like shall not be visible on any lot without the approval of the Committee. Any approval granted shall be on a case by case basis and shall not constitute approval as to other similar devices.

10. **RUBBISH**

As determined by the Committee no rubbish, trash, garbage, or any other offensive or obnoxious thing shall be permitted to remain on any property nor shall any property be used for the storage of any property or thing which will cause the property to appear to be in an unclean or untidy condition or that will be obnoxious to the eye. No substance, thing or material may be kept on any property which will emit foul or obnoxious odors.

11. **UTILITIES AND STORAGE TANKS**

All cables, wires, conduits, pipes, storage tanks, and similar objects and devices shall be placed underground, except with the approval of the Committee for good cause shown.

12. **SIGNS**

No sign shall be placed on any property except that one advertising the premises for sale or lease and one giving the name and address of the occupant may be installed subject to the rules of the Board. No such sign shall exceed five (5) square feet in area nor extend more than three (3) feet above the ground. This paragraph shall not apply to a sign on a lot during construction of an improvement or during the period in which the residence may be used as a display model or sales office.

13. **HEALTH DEPARTMENT REQUIREMENTS**

- (a) No construction shall commence on any lot until a site report for that lot is approved by the Kalamazoo County Health Department.
- (b) The individual sewage systems shall be of the septic tank and soil absorption bed or trench type.
- (c) Where heavy soils are encountered below the elevation at the bottom of the soil absorption system, such soils shall be removed to reach a well drained sand with the soil removed being replaced by a clean, well graded sand.

14. **UTILITY EASEMENTS**

Declarant reserves an easement over the front ten feet of each lot for utilities purposes including, but not limited to gas, electric, television, sewer, water and the like including the installation and maintenance of poles, wires, cables, conduits, pipes, mains and the like and of equipment for utility purposes. The easement includes the right to cut trees, bushes or

shrubby, to dig or trench or to take other similar action for installation and maintenance of the utility.

15. **EASEMENTS FOR STORM DRAINAGE**

Declarant hereby declares that the property described below shall be known as storm water discharge areas and on each of them is imposed an easement for the purpose of receiving storm water drainage from the plat of Hunter's Run NO. 3. Declarant reserves the right, subject to the approval of the Township of Comstock, to alter, restrict, or to relocate either of the storm water discharge areas.

STORM WATER DISCHARGE AREA for HUNTER'S RUN NO.

DESCRIPTION

That part of the Northeast 1/4 of Section 8, Town 2 South, Range 10 West, Comstock Township, Kalamazoo County, Michigan described as: Commencing at the north 1/4 corner of said Section 8: thence S 00 05' 26"E along the North and South 1/4 line of said Section 1315.00 feet to the Point of Beginning of this description; thence N 73 02'05"E 599.74 feet to the Northwestern corner of Hunters Run No.3; thence the following six courses along the Westerly boundary of said subdivision: S 18 05'51"W 211.99 feet; S 21 36'02"E 221.53 feet; S 26 30'00"W 375.14 feet; S 90 00'00"W 165.57 feet; S 73 51'28"W 191.12 feet; and S 15 42' 25"W 200.79 feet; thence S 89 54'34"W 17.17 feet to the North and South 1/4 line of said Section 8; thence N 00 05'26"W along said 1/4 line 814.66 feet to the point of beginning, containing 8.2313 acres.

DRAINAGE EASEMENT FOR HUNTER'S RUN NO.

DESCRIPTION

An easement for drainage purposes being part of the Northeast 1/4 of Section 8, Town 2 South, Range 10 West, Comstock Township, Kalamazoo County, Michigan, the centerline of which is described as: Commencing at the Southeast corner of Lot 28 of "Hunter's Run" subdivision, as recorded in Liber 33 of Plats on Page 20; thence Southerly along the Westerly line of Hunter's Run (roadway) 34.61 feet on the arc of a 335.54 feet radius curve to the right with a central angle of 05 54'37" and a chord bearing S 14 10'57"W 34.60 feet; thence S 72 51'45"E 33.00 feet to the centerline of said roadway; thence S 17 08'15"W along said centerline 338.32 feet; thence Southerly along said centerline 275.01 feet on the arc of a 406.18 feet radius curve to the left with a central angle of 38 47'34" and a chord bearing S 02 15'32"E 269.78 feet to the Point of Beginning of the centerline of a

66.00 feet wide easement for drainage purposes; thence Southeasterly along said centerline 188.16 feet on the arc of a 406.18 feet radius curve to the left with a central angle of 26 32'29" and a chord bearing S 34 55'34"E 186.48 feet to the point of ending of said 66 feet wide easement and the point of beginning of a 20.00 feet wide drainage easement; thence N 41 48'12"E 226.08 feet to the point of ending of said 20 feet wide easement.

STORM WATER DISCHARGE AREA for HUNTER'S RUN

DESCRIPTION

That part of the NE 1/4 of Section 8, T2S, R10W, Comstock Township, Kalamazoo County, Michigan, described as:

Commencing at the North 1/4 corner said Section 8, thence N 89 50'40"E along the North line of said Section 1314.38 feet to the NE corner, W 1/2, NE 1/4, said Section 8; thence S O 09'31"E along the E line, W 1/2, NE 1/4, said Section 1142.38 feet to the Point of Beginning of this description; Thence S O 09'31"E 507.91 feet, thence N 73 51'40"W 125.25 feet, thence N O 19'15"W 250.41 feet, thence N 21 00'00"E 238.43 feet, thence N 89 50'40"E 34.86 feet to the point of beginning, containing 1.1392 acres.

16. REMEDIES FOR VIOLATION; INVALIDATIONS

For a violation or breach of any of these reservations, covenants and restrictions, the Association and any owner, or either of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms of this document or to prevent or obtain damages for the violation or breach of any provision of it and may, in addition, exercise any sanction permitted under the rules of the Association. The failure of the Association or of any owner to enforce or the failure to enforce promptly any of the reservations, covenants or restrictions shall not bar other or subsequent enforcement. The invalidation of any one or more by any court of competent jurisdiction shall not effect any other reservation, covenant or restriction but shall remain in full force and effect.

17. DURATION; AMENDMENT

The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this document is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This declaration may be amended during the first twenty (20) years by an instrument signed by owners of at least 90% of the dwelling units within the plat constructed within the plat and thereafter by an instrument signed by owners of at least 75% of the dwelling units within the plat.

Executed at Kalamazoo, Michigan _____, 1999

Witnesses as to Donald F. Watts
and Joyce I. Watts and as to Watts
Construction Company, Inc.

DONALD F. WATTS, Trustee for
Donald F. Watts Living Trust

WATTS CONSTRUCTION COMPANY, INC.

By: _____
DONALD F. WATTS, President

By: _____
JOYCE I. WATTS, Secretary

STATE OF MICHIGAN)
) SS.
COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged before me this ____ day of _____,
199 , by DONALD F. WATTS, Trustee for Donald F. Watts Living Trust.

Notary Public, Kalamazoo County, Michigan
My commission expires: _____

STATE OF MICHIGAN)
) SS.
COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged before me this__ day of _____,
1999, by DONALD F. WATTS, and JOYCE I. WATTS, President and Secretary of
WATTS CONSTRUCTION COMPANY, INC. on behalf of the Corporation.

NotaryPublic,KalamazooCounty,Michigan
My commission expires