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Restrictions Receipt # 149098
Diane Zuker, Clinton Co



2019 APR 25 P 3: 26



**DECLARATION OF RESTRICTIONS
WOODRIDGE SUBDIVISION - PHASE I**

THIS DECLARATION OF RESTRICTIONS is made as of this 30 day of January, 2019 by Motz Development, Inc., a Michigan corporation, whose address is 11920 Murano Drive, DeWitt, MI 48820 ("Declarant"), pertaining to the plat of the Woodridge Subdivision.

WITNESSETH:

WHEREAS, Declarant is the owner of the Woodridge Subdivision – Phase I legally described as follows:

A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 27 T7N, R2W, BINGHAM TOWNSHIP, CLINTON COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 27 SOUTH 00 DEGREES 03 MINUTES 09 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 931.05 FOR A PLACE OF BEGINNING; THENCE SOUTH 89 DEGREES 29 MINUTES 39 SECONDS EAST 386.00 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 09 SECONDS WEST 600.00 FEET TO THE SOUTH LINE OF THE NORTH 20 ACRES OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE ALONG SAID SOUTH LINE SOUTH 89 DEGREES 29 MINUTES 39 SECONDS EAST 211.58 FEET TO THE SOUTH WEST CORNER OF WIN-MIL FARMS SUBDIVISION (PER RECORD PLAT RECORDED IN LIBER 8 OF PLATS PAGES 67-68); THENCE ALONG THE SOUTH LINE OF WIN-MIL FARMS SUBDIVISION SOUTH 89 DEGREES 29 MINUTES 39 SECONDS EAST 539.41 FEET TO THE SOUTH WEST CORNER OF WIN-MIL FARMS PHASE II (PER RECORD PLAT AS RECORDED IN LIBER 9 OF PLATS PAGES 12-13); THENCE ALONG THE SOUTH LINE OF WIN-MIL FARMS PHASE II SOUTH 89 DEGREES 29 MINUTES 39 SECONDS EAST 446.01 FEET TO WEST LINE OF THE



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SPERRY-IRISH AND STEVENS 100 FOOT WIDE DRAIN EASEMENT; THENCE ALONG THE WEST LINE OF SAID EASEMENT SOUTH 06 DEGREES 47 MINUTES 08 SECONDS EAST 115.64 FEET; THENCE CONTINUING ALONG THE WEST LINE OF SAID EASEMENT SOUTH 01 DEGREES 35 MINUTES 49 SECONDS WEST 63.14 FEET TO THE NORTH RIGHT OF WAY LINE OF SUMMERFIELD LANE (66 FEET WIDE); THENCE CONTINUING ALONG THE WEST LINE OF SAID EASEMENT SOUTH 01 DEGREES 35 MINUTES 49 SECONDS WEST 62.36 FEET; THENCE SOUTH 18 DEGREES 41 MINUTES 40 SECONDS WEST 7.67 FEET TO THE SOUTH RIGHT OF WAY LINE OF SUMMERFIELD LANE (66 FEET WIDE); THENCE 53.93 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1033.00 FEET, A DELTA ANGLE OF 02 DEGREES 59 MINUTES 29 SECONDS AND A CHORD BEARING OF SOUTH 76 DEGREES 44 MINUTES 26 SECONDS WEST AND A CHORD DISTANCE OF 53.92 FEET; THENCE SOUTH 04 DEGREES 15 MINUTES 56 SECONDS WEST 169.99 FEET; THENCE SOUTH 24 DEGREES 33 MINUTES 19 SECONDS WEST 133.19 FEET; THENCE NORTH 67 DEGREES 24 MINUTES 30 SECONDS WEST 258.93 FEET; THENCE NORTH 84 DEGREES 36 MINUTES 01 SECONDS WEST 97.88 FEET; THENCE SOUTH 74 DEGREES 59 MINUTES 05 SECONDS WEST 263.71 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 03 SECONDS WEST 117.00 FEET; THENCE SOUTH 00 DEGREES 34 MINUTES 57 SECONDS WEST 233.11 FEET TO THE NORTH RIGHT OF WAY LINE OF WOODRIDGE DRIVE (66 FEET WIDE); THENCE SOUTH 13 DEGREES 03 MINUTES 22 SECONDS WEST 67.61 FEET TO THE SOUTH RIGHT OF WAY LINE OF WOODRIDGE DRIVE (66 FEET WIDE); THENCE SOUTH 00 DEGREES 31 MINUTES 14 SECONDS WEST 183.95 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 46 SECONDS WEST 110.97 FEET; THENCE NORTH 00 DEGREES 31 MINUTES 14 SECONDS EAST 183.95 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 46 SECONDS WEST 96.40 FEET; THENCE SOUTH 00 DEGREES 31 MINUTES 14 SECONDS WEST 183.95 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 46 SECONDS WEST 534.39 FEET TO THE WEST LINE OF SAID SECTION; THENCE ALONG THE WEST LINE OF SAID SECTION NORTH 00 DEGREES 03 MINUTES 09 SECONDS WEST 399.18 FEET TO THE PLACE OF BEGINNING, CONTAINING 899,618 SQUARE FEET (20.65 ACRES) AND 35 LOTS NUMBERED 1-35, INCLUSIVE AND ONE PRIVATE PARK NAMED WOODRIDGE NORTH PARK.

WHEREAS, Declarant desires all lands within Woodridge Subdivision to be subject to certain land and building use restrictions as hereinafter set forth for the common benefit of all owners of lots within Woodridge Subdivision.

NOW THEREFORE, Declarant hereby declares and establishes the following covenants, conditions, restrictions, easements, and reservations upon all lots within Woodridge Subdivision, Phase I, and upon all present and future owners and occupants of such lots, as well as lots in any Contiguous Plat(s) (as described below) that Declarant chooses to develop within twenty (20) years from the date these Restrictions are recorded.



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ARTICLE I DEFINITIONS

As used in these Declaration of Restrictions, the following terms shall have the meanings designated:

1. "Declarant" means Motz Development, Inc., a Michigan corporation, its successors and assigns.
2. "Homeowners' Association" means the Michigan non-profit corporation known as "Woodridge Homeowners' Association," which is a membership corporation established by Declarant.
3. "Architectural Control Committee" means the committee of the Homeowners' Association established by the Bylaws of the Homeowners' Association to implement and approve the architectural control provisions under Article V of these Restrictions.
4. "Architectural Plans" mean:
 - (a) Complete building plans including detailed architectural exterior design of a residential dwelling, garages, decks and porches and any buildings to be detached from the residence;
 - (b) A plot plan showing the location of all building(s), driveways, sidewalks, patios, decks, porches, bays and chimneys, the elevations of top of foundations and existing and proposed grade elevations for the entire lot; and
 - (c) Complete specifications covering the type and quality of exterior (including foundation) materials and color of exterior walls, trim, porches, patios, decks and roofs.
5. "Landscaping" or "Landscaped" means trees, shrubs, hedges, fences, retaining walls, rock gardens or other vegetation or landscaping structures or devices.
6. "Common Property" means the common areas, common facilities and equipment within the Plat, including the following common areas:
 - (a) All open space and natural areas designated on the Plat, including the storm water easement areas and other easement areas and any improvements contained within these open space areas;
 - (b) Any lighting, fences, entrance landscaping and signs installed by Declarant within the common areas shown on the Plat; and
 - (c) Any other property, facility, apparatus or equipment hereafter designated by Declarant to be Common Property.



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7. "Contiguous Lands" means

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 27 T7N, R2E, BINGHAM TOWNSHIP, CLINTON COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 27 SOUTH 00 DEGREES 03 MINUTES 09 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 931.05 FOR A PLACE OF BEGINNING; THENCE SOUTH 89 DEGREES 29 MINUTES 39 SECONDS EAST 386.00 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 09 SECONDS WEST 600.00 FEET TO THE SOUTH LINE OF THE NORTH 20 ACRES OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE ALONG SAID SOUTH LINE SOUTH 89 DEGREES 29 MINUTES 39 SECONDS EAST 2245.02 FEET; THENCE ALONG THE NORTH AND SOUTH 1/4 LINE SOUTH 00 DEGREES 09 MINUTES 58 SECONDS WEST 999.83 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 46 SECONDS WEST 1996.39 FEET; THENCE NORTH 00 DEGREES 31 MINUTES 14 SECONDS EAST 183.95 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 46 SECONDS WEST 96.40 FEET; THENCE SOUTH 00 DEGREES 31 MINUTES 14 SECONDS WEST 183.95 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 46 SECONDS WEST 534.39 FEET TO THE WEST LINE OF SAID SECTION; THENCE NORTH 00 DEGREES 03 MINUTES 09 SECONDS WEST 399.18 FEET TO THE PLACE OF BEGINNING, CONTAINING 2,378,398 SQUARE FEET (54.60 ACRES).

EXCEPT THE FOLLOWING PARCEL:

A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 27 T7N, R2W, BINGHAM TOWNSHIP, CLINTON COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 27 SOUTH 00 DEGREES 03 MINUTES 09 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 931.05 FOR A PLACE OF BEGINNING; THENCE SOUTH 89 DEGREES 29 MINUTES 39 SECONDS EAST 386.00 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 09 SECONDS WEST 600.00 FEET TO THE SOUTH LINE OF THE NORTH 20 ACRES OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE ALONG SAID SOUTH LINE



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SOUTH 89 DEGREES 29 MINUTES 39 SECONDS EAST 211.58 FEET TO THE SOUTH WEST CORNER OF WIN-MIL FARMS SUBDIVISION (PER RECORD PLAT RECORDED IN LIBER 8 OF PLATS PAGES 67-68); THENCE ALONG THE SOUTH LINE OF WIN-MIL FARMS SUBDIVISION SOUTH 89 DEGREES 29 MINUTES 39 SECONDS EAST 539.41 FEET TO THE SOUTH WEST CORNER OF WIN-MIL FARMS PHASE II (PER RECORD PLAT AS RECORDED IN LIBER 9 OF PLATS PAGES 12-13); THENCE ALONG THE SOUTH LINE OF WIN-MIL FARMS PHASE II SOUTH 89 DEGREES 29 MINUTES 39 SECONDS EAST 446.01 FEET TO WEST LINE OF THE SPERRY-IRISH AND STEVENS 100 FOOT WIDE DRAIN EASEMENT; THENCE ALONG THE WEST LINE OF SAID EASEMENT SOUTH 06 DEGREES 47 MINUTES 08 SECONDS EAST 115.64 FEET; THENCE CONTINUING ALONG THE WEST LINE OF SAID EASEMENT SOUTH 01 DEGREES 35 MINUTES 49 SECONDS WEST 63.14 FEET TO THE NORTH RIGHT OF WAY LINE OF SUMMERFIELD LANE (66 FEET WIDE); THENCE CONTINUING ALONG THE WEST LINE OF SAID EASEMENT SOUTH 01 DEGREES 35 MINUTES 49 SECONDS WEST 62.36 FEET; THENCE SOUTH 18 DEGREES 41 MINUTES 40 SECONDS WEST 7.67 FEET TO THE SOUTH RIGHT OF WAY LINE OF SUMMERFIELD LANE (66 FEET WIDE); THENCE 53.93 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1033.00 FEET, A DELTA ANGLE OF 02 DEGREES 59 MINUTES 29 SECONDS AND A CHORD BEARING OF SOUTH 76 DEGREES 44 MINUTES 26 SECONDS WEST AND A CHORD DISTANCE OF 53.92 FEET; THENCE SOUTH 04 DEGREES 15 MINUTES 56 SECONDS WEST 169.99 FEET; THENCE SOUTH 24 DEGREES 33 MINUTES 19 SECONDS WEST 133.19 FEET; THENCE NORTH 67 DEGREES 24 MINUTES 30 SECONDS WEST 258.93 FEET; THENCE NORTH 84 DEGREES 36 MINUTES 01 SECONDS WEST 97.88 FEET; THENCE SOUTH 74 DEGREES 59 MINUTES 05 SECONDS WEST 263.71 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 03 SECONDS WEST 117.00 FEET; THENCE SOUTH 00 DEGREES 34 MINUTES 57 SECONDS WEST 233.11 FEET TO THE NORTH RIGHT OF WAY LINE OF WOODRIDGE DRIVE (66 FEET WIDE); THENCE SOUTH 13 DEGREES 03 MINUTES 22 SECONDS WEST 67.61 FEET TO THE SOUTH RIGHT OF WAY LINE OF WOODRIDGE DRIVE (66 FEET WIDE); THENCE SOUTH 00 DEGREES 31 MINUTES 14 SECONDS WEST 183.95 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 46 SECONDS WEST 110.97 FEET; THENCE NORTH 00 DEGREES 31 MINUTES 14 SECONDS EAST 183.95 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 46 SECONDS WEST 96.40



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8. "Contiguous Plat" means any plat or plats developed by the Declarant within the Contiguous Lands and made subject to these Restrictions.

9. "Homeowners' Association Fund" means the monies deposited in a bank account established by the Homeowners' Association to pay for the costs of maintenance of the Common Property and other costs as detailed in these Restrictions.

10. "Cost of maintenance" means all costs associated with maintaining the Common Property, including but not limited to, costs of insurance, taxes, utilities, upkeep and repair.

11. "Plat" means the plat of Woodridge Subdivision, Phase I, according to the plat thereof recorded on 4-25-2019, Document No. 5278368, at Liber 11 of Plats, Page 31, Clinton County Records.

**ARTICLE II
SAFETY PRECAUTIONS**

Forty-eight (48) hours before any grading or digging in the ground, all lot owners must call Miss Dig at (800) 482-7171, and the underground wires, cables and pipes will be located and marked. There are natural gas pipes, high voltage electrical wires, phone wires and cables buried on lots, street right of ways and the Common Property.

**ARTICLE III
ADMINISTRATION OF RESTRICTIONS**

1. During the development stage of the Plat and Contiguous Lands, Declarant intends to retain control of the administration of these Restrictions. Once development of the Plat and the Contiguous Lands is completed, or substantially completed, Declarant intends to transfer administration of these Restrictions to the Homeowners' Association. However, Declarant reserves the right to transfer administration to the Homeowner's Association at any time and Declarant further reserves the right to retain administration of any portion of these



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Restrictions indefinitely. Prior to any transfer to the Homeowners' Association, Declarant reserves the right to transfer or assign its rights hereunder, in whole or in part, to any other person. Successors of Declarant shall automatically accede to all rights of Declarant under these Restrictions.

2. Should an owner of any lot within the Plat violate any of these Restrictions, Declarant shall have the right to undertake correction of the violation and the costs incurred by Declarant in doing so shall be immediately due and payable by the lot owner to the Declarant. In addition, a lien may be imposed on the owner's lot until payment is made, and the lien may be foreclosed in the manner of the foreclosure of a mortgage under Michigan statutes.

ARTICLE IV VARIANCE DETERMINATIONS AND APPROVALS

1. Declarant shall have the right, in its sole discretion, to grant a variance from any of these Restrictions to the owner of any lot.

2. Once the transfer of the administration of any Restriction has been made by Declarant to the Homeowners' Association, all determinations and approvals required of Declarant under such Restrictions, and all variances therefrom obtainable from Declarant, shall be obtained from the Architectural Control Committee.

3. All determinations, approvals and variances, whether from Declarant or the Architectural Control Committee, shall be in writing and shall be obtained prior to any act being undertaken which requires such determination, approval or variance.

4. The granting of any variance or approval, or the making of any determination, shall not be construed as a precedent binding Declarant or the Architectural Control Committee to any other similar or identical variance, approval or determination, and no action or inaction of Declarant or the Architectural Control Committee shall be deemed a waiver of any of their rights hereunder.

5. In addition to the determinations and approvals required under this Declaration, improvements to, and the use and enjoyment of, lots within the Plat must be in conformance with applicable Township of Bingham ordinances.

ARTICLE V ARCHITECTURAL PLANS

1. No home or other structure shall be erected, located or altered upon any lot within the Plat unless and until the architectural features of such improvement as revealed by the Architectural Plans have been approved by Declarant; provided, however, that this Article shall not be construed to create any liability whatsoever on the part of the Declarant to any lot owner.



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2. Architectural Plans and Landscape Plans shall be submitted to Declarant, who shall have thirty (30) days following submission to either approve or reject them. If Declarant does not approve or reject any plans within the thirty (30) day period, they shall be deemed approved. If Declarant rejects all or any portion of any plans, the owner shall resubmit them or portions of them, and Declarant shall have thirty (30) days after resubmission within which to accept or reject them.

3. The extent of discretion reserved to Declarant in approving and rejecting any plans is broad and will cover not only matters treated elsewhere in these Restrictions, but other matters deemed by Declarant to be appropriate from time-to-time, including considerations that are aesthetic and subjective, to assure a proper mix, coordination and blending of building design, exterior material and color treatments, and placements of houses on lots within the Plat.

ARTICLE VI BUILDING RESTRICTIONS

1. Each of the above described lots shall be used and occupied for residential purposes exclusively. No building shall be erected, substantially altered, placed or permitted to remain on any lots, other than one single family dwelling and attached garage. A single-family dwelling is defined to be a building that is designed for the exclusive purpose of being permanently affixed to the land and to be used exclusively by one family for residential purposes only.

2. Any one-story residential building shall have no less than 1400 square feet of livable first floor area and shall have an attached 2 car (or more) garage.

3. Any two-story residential building shall have no less than 1600 total square feet floor area on first and second floor. (Finished basements shall never be included in square footage requirements) and shall have an attached 2 car (or more) garage.

4. Any one and one-half story residential building shall have no less than 1600 square feet total living area on first and second levels and shall have an attached 2 car (or more) garage.

5. Any residence shall be constructed in accordance with the requirements of the Michigan State Housing Code.

6. The term "Livable Floor Space, or Area" shall include all the area enclosed by, and including, the exterior walls of the dwelling, but shall not include any space or area in garages, breezeways, carports, porches and terraces. "Livable floor space or area" is defined as living area with finished walls and ceilings and approved floor finish.

7. All basements in dwellings shall have at least 7-1/2 feet height from finish basement floor to bottom of floor joists of first floor.



8. All dwellings shall be built with a garage of at least 400 square feet and shall be attached to, connected with or built as a part of the dwelling. No playhouse, treehouse, greenhouse, pool-house, gazebo, or outbuilding or structure of any type detached from a dwelling, or children's play equipment or recreational equipment shall be constructed or placed on any lot within the Plat without the approval of Declarant as to size, design, materials and location. Declarant reserves the right to prohibit any of the same if, in the opinion of Declarant, it would constitute a nuisance to owners of other lots within the Plat. Garage interiors to be finish drywalled and shall have a finish paint applied and windows and doors to be finish trimmed.

9. No dwellings, including garage, shall be erected, substantially altered or placed on any lot in this subdivision unless and until the building plans, exterior design, exterior materials, including color, kind and type thereof, specifications and lot plan showing the location, topography, height and foundation and retaining walls and elevation of the dwelling on the lot have first been approved in writing by the grantor herein, its designated representatives or by a committee, to be selected by the grantor, or three members who shall be owners of record of at least one lot in this subdivision. Provided further, however, in the event the grantor fails to give their written approval or disapproval within (30) thirty days of the proposed dwelling plan, exterior design, specifications and lot plan, etc., which have been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with. The grantor, its designated representatives, or committee shall be the sole judge or judges of what is compliance with the covenants and restrictions and its decision shall be final.

10. All dwellings and garages erected in said subdivision shall be of new construction. No dwelling or appurtenances heretofore constructed or built shall be moved from any other location to or placed on any lot in this subdivision. All structures shall be completed on the exterior within six (6) months from commencement of construction. All structures must be completed and sites graded, sodded or seeded, and reasonably landscaped within one (1) year from date of commencement of construction. A concrete sidewalk is to be constructed the full width of lot on the right of way in front of the lot according to the location and specifications established by Bingham Township, Clinton County.

11. During the period of construction, the premises shall be kept and maintained in a sightly and orderly manner.

12. All dwelling and garage and any lot in this subdivision which may in whole or in part be destroyed by fire, windstorm or for any reason, must be rebuilt and all the debris removed and the lot restored to a sightly condition with reasonable promptness which, under no circumstances, shall exceed six (6) months from the date of such catastrophe.

13. No swimming or wading pool with a water surface of more than 50 square feet shall be erected on any lot unless the proposed water level is below the average elevation of the ground around the pool.

14. Any homeowner requesting approval of a swimming pool and fencing agrees to comply with any applicable ordinance or permit requirements of Bingham Township, Clinton County.



15. No satellite dishes allowed in excess of 18" in diameter. Any approved dishes are to be installed so as not to distract the view from the street or adjoining properties.

16. No solar collector or any other device or equipment erected either on the exterior of a dwelling or detached therefrom and designed for the production of energy for heating or cooling or for any other purpose shall be permitted without approval from Declarant.

17. No refuse pile or other unsightly or objectionable material or thing shall be allowed or maintained on any lot in this subdivision. There shall be no outside incinerators for the burning of trash, papers, etc.

18. The owners of unoccupied lots within this subdivision shall at all times keep and maintain the same in an orderly manner, causing weeds and other growth to be seasonably cut, prevent accumulations of rubbish and debris and, in general, to maintain such lots in a slightly condition consistent with the high standards of this subdivision. Should any owner or owners violate the provision herein contained, the grantor shall have the right to cause the lot or lots to be placed in an orderly manner by causing weeds and other growth to be seasonably cut, etc., and charge the actual and reasonable costs thereof to the owner or owners of record who, it is agreed, shall promptly pay the same upon being therefore billed.

19. No fence, wall or hedge is to be constructed or grown on any lot in the subdivision, except as follows:

(a) Fences or hedges of a decorative nature and a minimum of 8' from any lot line shared in common with another Woodridge lot may be constructed.

(b) Fences required by law or ordinances may be constructed around a swimming pool and shall be constructed of materials and in a manner that is not unsightly from neighboring lots. See Item (c).

(c) Fences must be of wood construction or approved metal wrought iron or vinyl and must be approved in writing by the grantor herein; its designated representatives or by a committee, to be selected by the Grantor, or three members who shall be owners of record of at least one lot in this subdivision. In an event, chain link fencing will not be permitted.

(d) Fences, walls and hedges, shall be of open construction not more than (5) feet height and shall not extend in front of the front dwelling line.

(e) No permitted fence, wall or hedge, nor any shrub, planting of tree which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same shall apply on any lot within 10 feet from the intersection of a street property to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.



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20. Driveway approach. No lot shall be used for residential purposes unless the driveway approach and driveway leading from the hard surface street to the garage shall be made of paving brick or concrete materials.

21. No temporary building, trailer, tent, shack, or other structures of similar nature shall be erected, moved to, or maintained upon any lot, except a Sales Office may be maintained in the subdivision by the Developers for the promotion and sales of property in said subdivision.

22. Soil removed from any lot in excavation, grading or other alteration, shall, at the option of Developer, become the property of Developer and shall be removed by the owner of the lot to such place as Developer may designate. Gravel, sand and other materials shall not be removed for sale from the lot by any owner or contractor, but the same may be used for the purpose of constructing buildings or structures upon such lot to remain therein.

23. The final grade of a lot may not be changed from the grading plan without the approval of the Declarant. No structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the drainage plan of the subdivision or which may obstruct or retard the natural flow of water over any lot or prevent the proper grading and blending of adjoining lots to further the drainage plan.

24. The owners of subject lots shall be responsible for a minimum of (2) street trees per lot with a maximum spacing of 60' on center. Said trees shall be deciduous type and minimum 3" caliper.

25. No poultry, livestock, commercial kennel of any kind, type or description shall be maintained or permitted within the subdivision. No domestic pets shall be allowed to become a nuisance.

26. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot for home businesses and/or one sign of not more than six (6) square feet advertising the property for sale or rent. However, Declarant may erect larger signs to promote the sales of lots.

27. No crops except kitchen gardens, orchard and small fruit trees and shrubs of reasonable size and numbers shall be grown on any lot. There shall be no outdoor storage of a mobile home, motor home, house trailer or other recreational vehicle or trailer, and the outdoor storage of boats, snow mobiles, utility trailers, camping trailers, or any other kind of trailer is prohibited. No carport shall be erected or maintained on any lot. "Storage" is considered anything over 48 hours in any one week. No commercial vehicle or trailer shall be parked or stored on any lot in this subdivision unless the same shall be placed wholly within an enclosed garage.

28. No business, trade or commercial enterprise of any kind or nature whatsoever shall be constructed or carried on upon any lot or lots in said subdivision.



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29. Property owners shall be responsible for connecting sump pump outlets to the storm drain stub provided for each lot.

ARTICLE VII SUBDIVISION OF PLATTED LOT

No lot shall be subdivided without the prior written approval of Declarant and Township of Bingham.

ARTICLE VIII DAMAGED OR DESTROYED BUILDINGS

Any dwelling on any lot within the Plat which may be damaged or destroyed by fire, windstorm or from any other cause, shall be repaired, rebuilt, or torn down and all debris removed and the lot restored to a sightly condition with reasonable promptness. Declarant may enter on any lot where an excavation, foundation, or uncompleted house has been left without substantial and continuing building progress for more than three (3) months and cause such excavation or foundation to be filled or removed, or such uncompleted house to be demolished, the expense thereof shall be immediately due and payable to Declarant by the lot owner and shall become a lien on the property, which liens may be foreclosed in the manner of the foreclosure of a mortgage under Michigan statutes.

ARTICLE IX APPEARANCE OF LOTS AND BUILDINGS

The owners of all occupied lots within the Plat shall keep their lot Landscaped and maintain their structures in good repair, consistent with the high standards of the development in the Plat. Prior to construction of a dwelling on any lot, the owner shall keep and maintain the lot in a sightly condition consistent with the high standards of the development in the Plat, causing weeds and other growth to be cut. Notwithstanding the foregoing, it shall be the obligation of every lot owner to prevent the accumulation of rubbish and debris on his or her lot at all times, including periods of construction.

ARTICLE X HOMEOWNERS' ASSOCIATION

Declarant has established the Homeowners' Association. Copies of the Articles of Incorporation and Bylaws of the corporation, which specify the powers and obligations of the



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Diane Zuker, Clinton County

corporation, voting rights of its members and administrative structure of the corporation, shall be given to each lot owner by Declarant prior to or at closing on the sale of each lot by Declarant.

ARTICLE XI OWNERSHIP AND MAINTENANCE OF COMMON PROPERTY

1. Ownership of the Common Property as of the date hereof is vested in Declarant. Declarant shall retain ownership and control of the Common Property until such time as Declarant determines it advisable to transfer ownership to the Homeowners' Association.

2. The costs of maintenance of all Common Property shall be spread equally among lot owners in this Plat and any Contiguous Plat(s) under the assessment procedures and formulas established under Article XII.

3. The costs of maintenance of any Common Property in any Contiguous Plat(s) designated by Declarant shall be spread equally among lot owners within this Plat, as well as owners within the Contiguous Plat(s), under the assessment procedures and formulas established under Article XII.

4. Costs of maintenance of the Common Property shall include, but not be limited to, the cost of maintenance of signs, lighting and fences installed by the Declarant, the cost of maintenance of any islands within dedicated streets, the cost of all insurance carried by the Association and all related administrative expenses.

ARTICLE XII ASSESSMENT PROCEDURES

1. Regular annual assessments shall be based on the total estimated cost of items covered by Article XI, together with all Association expenses. If during any year the total accumulations from the regular annual assessments are not sufficient to pay the costs to be assessed under this paragraph, supplemental special assessments may be made.

2. Regular annual assessments and supplemental assessments within this Article shall be determined by the Declarant until such time as it shall assign such responsibility to the Homeowners' Association, in which case, said amount shall be determined by the Homeowners' Association's Board of Directors. Notice of the annual assessment shall be sent to owners of the lots by mailing said notice to their last known address.

3. All assessments under this Article shall be due in full within thirty (30) days of mailing. Any assessment not paid when due shall accrue interest from the due date at such lawful rate as established from time to time by Declarant, and shall become a lien on the lot in question until paid. Such lien may be foreclosed by Declarant in the manner prescribed for the foreclosure of mortgages under Michigan statutes.

4. Declarant reserves the right to transfer any part or all of the responsibility for maintenance of the Common Property to the Homeowners' Association and upon such transfer, the Homeowners' Association shall be bound to assume the responsibility for maintenance of such items. Upon transfer, assessments for these items shall be made by the Homeowners' Association, on the bases described in this article, and the Homeowners' Association shall make determinations reserved to Declarant in this article as to the same.

**ARTICLE XIII
HOMEOWNERS' ASSOCIATION FUND**

- 1. The Homeowners' Association shall establish and maintain the Homeowners' Association Fund.
- 2. Contributions to the Homeowners' Association Fund shall be made by each lot owner within the Plat based on the assessment procedures established under Article XII.
- 3. The Homeowners' Association shall account annually to all lot owners within the Plat for receipts and expenditures from the Homeowners' Association Fund, and shall make the books and records of these funds available for inspection at reasonable times upon request.
- 4. Nothing herein shall be construed to prohibit the Homeowners' Association from investing fund monies in certificates of deposit, treasury bills or like instruments, and all interest from such investments, and any interest from any bank account into which assessments are deposited, shall inure to the benefit of the Homeowners' Association Fund.

**ARTICLE XIV
DURATION, TERMINATION AND AMENDMENT**

These Restrictions shall remain in effect for a term of twenty-five (25) years from the date these Restrictions are recorded and thereafter, these Restrictions shall be automatically extended for successive terms of ten (10) years each unless at least one (1) year prior to the expiration of the original term or of any renewal term they are terminated. Termination shall be accomplished by recording with the Clinton County Register of Deeds an Agreement of Termination executed by the owners of two-thirds (2/3) of the lots in the Plat.

These Restrictions may be amended by Declarant at any time until it transfers all of its rights hereunder to the Homeowners' Association. When such event occurs, or if prior to that time by recorded instrument, Declarant grants amendment powers to the Homeowners' Association, these Restrictions may then be amended by the Homeowners' Association as then constituted, by at least eighty percent (80%) of the voting members of the Homeowners' Association. The term "amend" means the modification or deletion of any restriction, or the



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imposition of any additional restriction. PROVIDED, HOWEVER, the Restrictions shall not be amended by the Homeowners' Association in any manner to alter any rights or obligations of the Declarant.

ARTICLE XV PARTIAL INVALIDITY

Should any provision of these Restrictions, or portion thereof be deemed invalid, the validity of the remainder shall not be impaired.

ARTICLE XVI EASEMENTS

In addition to all easements shown on the Plat, Declarant hereby retains, for the benefit of the Homeowners' Association, easements on Lots 1 and 35 for the installation, maintenance and replacement of entrance landscaping and signage. The Homeowners' Association shall be solely responsible for all costs involved in the installation, maintenance and replacement of the entrance landscaping and signage. The owners of Lots 1 and 35 shall not construct any improvements which interfere with, or block the view of, the entrance landscaping or signage.

ARTICLE XVII ENFORCEMENT

These Restrictions may be enforced and any violation thereof enjoined by Declarant as long as Declarant retains any rights hereunder, and by the Homeowners' Association after such time as Declarant transfers all of its rights hereunder to the Homeowner's Association.



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Diane Zuker, Clinton County

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Restrictions as of the day and year first written above.

Motz Development, Inc.
By: [Signature]
Thomas C. Motz
Its: President

STATE OF MICHIGAN)
) ss.
COUNTY OF Clinton)

The foregoing instrument was acknowledged before me on January 30, 2019 by Thomas C. Motz, the President of Motz Development, Inc., a Michigan corporation, on behalf of the corporation.

[Signature]
Notary Public
Clinton County, MI
My Commission Expires: 1-2-2025
Acting in Clinton County, MI

Drafted by and after recording return to:

R. Gail A. Anderson, Esq.
McClelland & Anderson, L.L.P.
1305 South Washington Avenue
Suite 102
Lansing, Michigan 48910
(517) 482-4890

BECKY REED
Notary Public, State of Michigan
County of Clinton
My Commission Expires 01-02-2025
Acting in the County of Clinton

7
(2)

RECEIVED
REGISTER OF DEEDS
CLINTON COUNTY, MI

2019 APR 25 P 3: 26

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Declaration (Of Restrictions) Receipt # 149096
Diane Zuker, Clinton Co



**DECLARATION OF FLOODPLAIN RESTRICTIONS
WOODRIDGE SUBDIVISION (PHASE I)**

THIS DECLARATION OF FLOODPLAIN RESTRICTIONS is made as of this 30 day of January, 2019 by Motz Development, Inc., a Michigan corporation, whose address is 11920 Murano Drive, DeWitt, MI 48820 (“Declarant”), pertaining to the plat of the Woodridge Subdivision.

WITNESSETH:

WHEREAS, Declarant is the owner of the Woodridge Subdivision legally described as follows:

**WOODRIDGE,
A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER
OF SECTION 27 T7N, R2W, BINGHAM TOWNSHIP,
CLINTON COUNTY, MICHIGAN, MORE PARTICULARLY
DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST
QUARTER CORNER OF SAID SECTION 27, THENCE SOUTH
00 DEGREES 03 MINUTES 09 SECONDS EAST ALONG THE
WEST LINE OF SAID SECTION A DISTANCE OF 931.05 FOR
A PLACE OF BEGINNING; THENCE SOUTH 89 DEGREES 29
MINUTES 39 SECONDS EAST 386.00 FEET; THENCE
NORTH 00 DEGREES 03 MINUTES 09 SECONDS WEST
600.00 FEET TO THE SOUTH LINE OF THE NORTH 20
ACRES OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF
SAID SECTION; THENCE ALONG SAID SOUTH LINE
SOUTH 89 DEGREES 29 MINUTES 39 SECONDS EAST
211.58 FEET TO THE SOUTH WEST CORNER OF WIN-MIL
FARMS SUBDIVISION (PER RECORD PLAT RECORDED IN
LIBER 8 OF PLATS PAGES 67-68); THENCE ALONG THE
SOUTH LINE OF WIN-MIL FARMS SUBDIVISION SOUTH 89
DEGREES 29 MINUTES 39 SECONDS EAST 539.41 FEET TO
THE SOUTH WEST CORNER OF WIN-MIL FARMS PHASE II
(PER RECORD PLAT AS RECORDED IN LIBER 9 OF PLATS
PAGES 12-13); THENCE ALONG THE SOUTH LINE OF WIN-
MIL FARMS PHASE II SOUTH 89 DEGREES 29 MINUTES 39**



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Diane Zuker, Clinton County

SECONDS EAST 446.01 FEET TO WEST LINE OF THE SPERRY-IRISH AND STEVENS 100 FOOT WIDE DRAIN EASEMENT; AS RECORDED IN INSTRUMENT NO. 5123874; THENCE ALONG THE WEST LINE OF SAID EASEMENT THENCE SOUTH 06 DEGREES 47 MINUTES 08 SECONDS EAST 115.64 FEET; THENCE CONTINUING ALONG THE WEST LINE OF SAID EASEMENT SOUTH 01 DEGREES 35 MINUTES 49 SECONDS WEST 63.14 FEET; THENCE CONTINUING ALONG THE WEST LINE OF SAID EASEMENT SOUTH 01 DEGREES 35 MINUTES 49 SECONDS WEST 62.36 FEET; THENCE SOUTH 18 DEGREES 41 MINUTES 40 SECONDS WEST 7.67 FEET; THENCE 53.93 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1033.00 FEET, A DELTA ANGLE OF 02 DEGREES 59 MINUTES 29 SECONDS AND A CHORD BEARING OF SOUTH 76 DEGREES 44 MINUTES 26 SECONDS WEST AND A CHORD DISTANCE OF 53.92 FEET; THENCE SOUTH 04 DEGREES 15 MINUTES 56 SECONDS WEST 169.99 FEET; THENCE SOUTH 24 DEGREES 33 MINUTES 19 SECONDS WEST 133.19 FEET; THENCE NORTH 67 DEGREES 24 MINUTES 30 SECONDS WEST 258.93 FEET; THENCE NORTH 84 DEGREES 36 MINUTES 01 SECONDS WEST 97.88 FEET; THENCE SOUTH 74 DEGREES 59 MINUTES 05 SECONDS WEST 263.71 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 03 SECONDS WEST 117.00 FEET; THENCE SOUTH 00 DEGREES 34 MINUTES 57 SECONDS WEST 233.11 FEET; THENCE SOUTH 13 DEGREES 03 MINUTES 22 SECONDS WEST 67.61 FEET; THENCE SOUTH 00 DEGREES 31 MINUTES 14 SECONDS WEST 183.95 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 46 SECONDS WEST 110.97 FEET; THENCE NORTH 00 DEGREES 31 MINUTES 14 SECONDS EAST 183.95 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 46 SECONDS WEST 96.40 FEET; THENCE SOUTH 00 DEGREES 31 MINUTES 14 SECONDS WEST 183.95 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 46 SECONDS WEST 534.39 FEET TO THE WEST LINE OF SAID SECTION; THENCE ALONG THE WEST LINE OF SAID SECTION NORTH 00 DEGREES 03 MINUTES 09 SECONDS WEST 399.18 FEET TO THE PLACE OF BEGINNING, CONTAINING 899,618 SQUARE FEET (20.65 ACRES) AND 35 LOTS NUMBERED 1-35, INCLUSIVE AND ONE PRIVATE PARK NAMED WOODRIDGE NORTH PARK.

WHEREAS, Declarant desires all lands within Woodridge Subdivision to be subject to certain land and building use restrictions as hereinafter set forth.



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NOW THEREFORE, Declarant hereby declares and establishes the following restrictions upon all lots within Woodridge Subdivision and upon all present and future owners and occupants of such lots.

DEFINITIONS

1. "Plat" means the plat of Woodridge Subdivision, according to the plat thereof recorded on 4-25-19 at Liber 11 of Plats, Pages 32 to 36, Clinton County records.

2. "Floodplain Area" means the area of the Plat at or below 742.7 N.G.V. Datum as shown on the Plat, and labeled "FLOODPLAIN AREA." The elevation of the contour defining the floodplain limits is shown on the Plat and labeled "100 YEAR FLOODPLAIN CONTOUR ESTABLISHED BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY FLOODPLAIN ELEV. 742.7 (NCVD 29)."

FLOODPLAIN RESTRICTIONS

3. No filling or occupation of the Floodplain Area will be allowed without prior written approval from the Michigan Department of Environmental Quality. Any building used or capable of being used for residential purposes or occupancy on Lots 12, 13, 20, 27, 28, 29 and 31 shall comply with all of the following requirements:

(a) Have lower floors, excluding basements, not lower than the elevation defining the floodplain limits.

(b) Have openings into the basement not lower than the elevation defining the floodplain limits.

(c) Have basement walls and floors, if below the elevation defining the floodplain limits, which are watertight and designed to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the floodplain limits following methods and procedures outlined in chapter 5 for type A construction and chapter 6 for class 1 loads found in the publication entitled, "Flood Proofing Regulations," EP 1165 2 314, prepared by the office of chief of engineers, United States Army, Washington, D.C., March 1992. Figure 6 on page 14-5 of the regulations shows typical foundation drainage and waterproofing details. This document is adopted by reference and is available, at no cost, from the Department of Environmental Quality, Land and Water Management Division, P.O. Box 30458, Lansing, Michigan 48909-7958, or Department of the Army, Corps of Engineers, Publications Depot, 890 S. Pickett, Alexandria, Virginia 22304.

(d) Be equipped with a positive means of preventing sewer backup from sewer lines and drains which serve the building.

(e) Be properly anchored to prevent floatation.



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4. These Restrictions shall run with the land, in perpetuity, and may not be amended without approval of the Michigan Department of Environmental Quality.

IN WITNESS WHEREOF, the undersigned have executed this Declaration of Floodplain Restrictions as of the day and year first written above.

Motz Development, Inc.

By: [Signature]
Thomas C. Motz
Its: President

STATE OF MICHIGAN)
COUNTY OF Clinton) ss.

The foregoing instrument was acknowledged before me on January 31,
20 19 by Thomas C. Motz, the President of Motz Development, Inc., a Michigan corporation,
on behalf of the corporation.

[Signature]
Notary Public
Clinton County, MI
My Commission Expires: 1-2-2025
Acting in Clinton County, MI

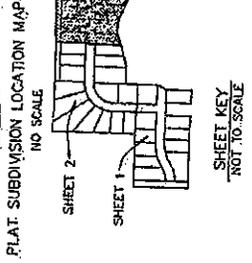
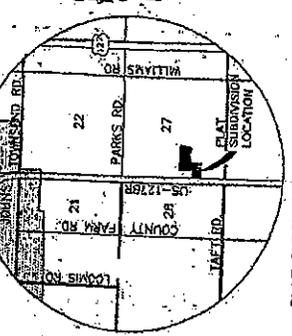
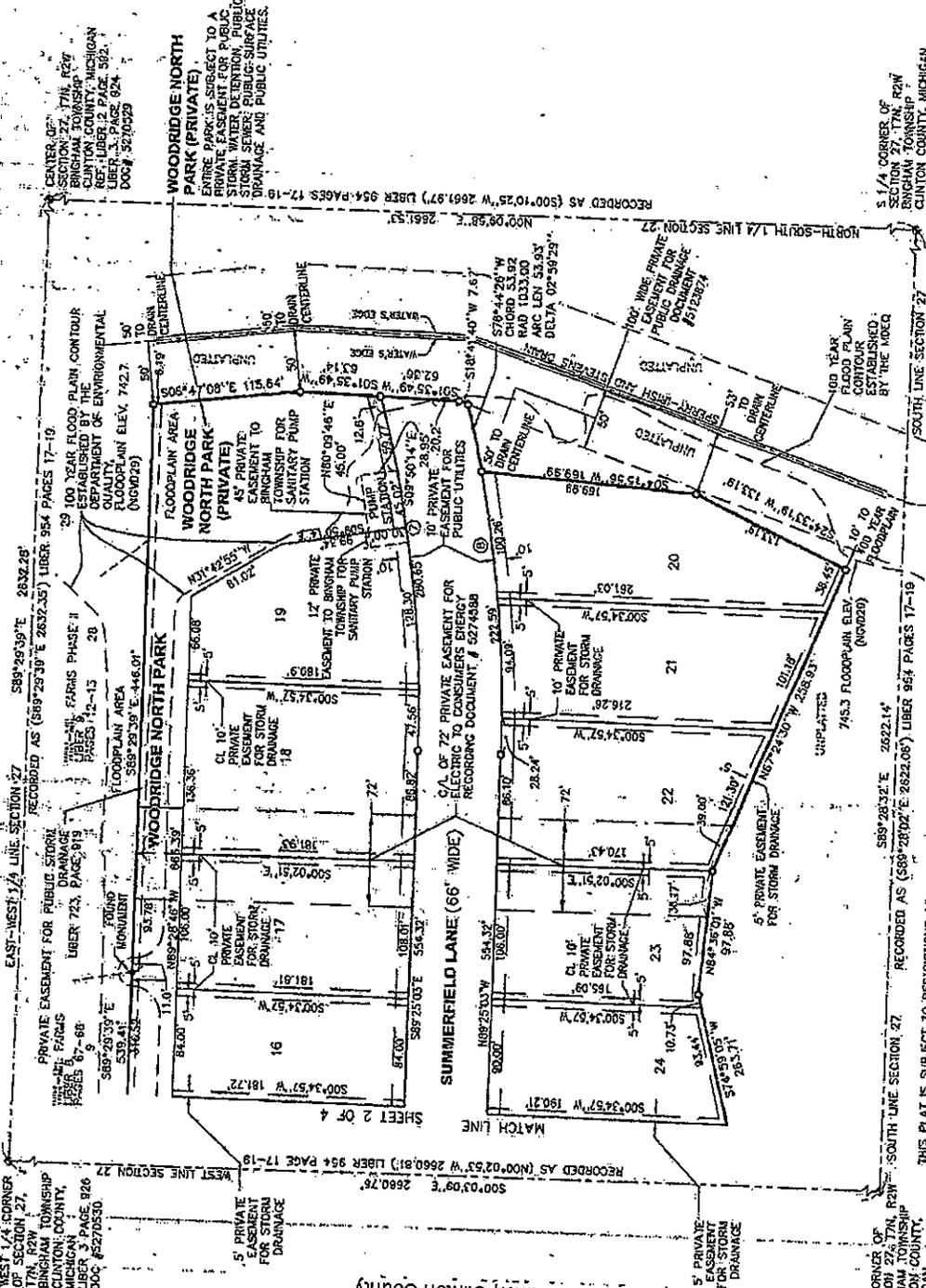
Drafted by and after
recording return to:

R Gail A. Anderson, Esq.
McClelland & Anderson, L.L.P.
1305 South Washington Avenue, Suite 102
Lansing, Michigan 48910
(517) 482-4890

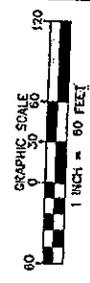
BECKY REED
Notary Public, State of Michigan
County of Clinton
My Commission Expires 01-02-2025
Acting in the County of Clinton

WOODRIDGE

A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 27, T7N, R2W, BINGHAM TOWNSHIP, CLINTON COUNTY, MICHIGAN



SIGNATURE
CURT R. MARROW
LICENSE NO. 47297



WEST 1/4 CORNER OF SECTION 27, BINGHAM TOWNSHIP, CLINTON COUNTY, MICHIGAN. LIBER 3, PAGE 926 DOC # 25270530

EAST-WEST 1/4 LINE SECTION 27. RECORDED AS (S89°29'39\"E 2832.28' LIBER 954, PAGES 17-19.

PRIVATE EASEMENT FOR PUBLIC STORM DRAINAGE LIBER 723, PAGE 919 PAGES 67-68

WOODRIDGE NORTH PARK (PRIVATE) FLOODPLAIN AREA

WOODRIDGE NORTH PARK (PRIVATE) FLOODPLAIN AREA

SUMMERFIELD LANE (66' WIDE) C.A. OF 72' PRIVATE EASEMENT FOR ELECTRIC TO CONSUMERS' RECORDING DOCUMENT # 5274636

WOODRIDGE NORTH PARK (PRIVATE) FLOODPLAIN AREA

5 1/4 CORNER OF SECTION 27, T7N, R2W, BINGHAM TOWNSHIP, CLINTON COUNTY, MICHIGAN. LIBER 3, PAGE 926 DOC # 25270530

RECORDED AS (S00°02'57\"W 2660.81') LIBER 954, PAGE 17-19.

RECORDED AS (S89°29'39\"E 2832.28' LIBER 954, PAGES 17-19.

THIS PLAN IS SUBJECT TO RESTRICTIONS AS REQUIRED BY ACT 288 OF 1967, AS AMENDED, AND TO THE REQUIREMENTS OF THE DEPARTMENT OF ENVIRONMENTAL QUALITY WHICH ARE RECORDED IN BERRIDGE'S PLAT, PAGES 67-68, RECORDS OF CLINTON COUNTY, MICHIGAN. DOC# 5120422

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CURVE TABLE:

CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING LENGTH	CHORD LENGTH	PERCENT
C7	280.65	387.00	018° 37' 43\"	N82° 16' 08\" E	279.69	141.32
C8	222.59	1033.00	012° 20' 46\"	N89° 24' 33\" E	222.18	111.73

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WOODRIDGE

A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 27,
T7N, R2W, BINGHAM TOWNSHIP, CLINTON COUNTY, MICHIGAN

PROPRIETOR'S CERTIFICATE

CHEMICAL FINANCIAL CORPORATION, COMMONLY KNOWN AS CHEMICAL BANK, A MICHIGAN BANKING CORPORATION HAS ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MICHIGAN AS A CORPORATION BEING CURRENTLY ORGANIZED, HAVING ASSESSED THE LAND DESCRIBED IN THIS PLAT, AND HAVING THE PLAT MAPPED AND DEDICATED AS REPRESENTED ON THIS PLAT, AND THAT THE STREETS ARE DEDICATED TO THE USE OF THE PUBLIC, THAT THE PUBLIC UTILITY EASEMENTS ARE PRIVATE EASEMENTS, AND THAT ALL OTHER EASEMENTS ARE FOR THE USES SHOWN ON THE PLAT. THAT WOODRIDGE NORTH PARK, A PRIVATE PARK FOR THE USE OF THE LOT OWNERS IN THIS SUBDIVISION AND FUTURE CONTIGUOUS SUBDIVISIONS WHERE TITLE IS TRACEABLE TO THIS PROPRIETOR, THAT LOT 1 AND LOT 35 SHALL NOT ACCESS US-1276R, ACCESS LIMITED TO WOODRIDGE DRIVE.

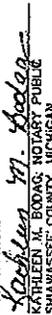
CHEMICAL BANK
100 E. MAIN STREET
OWOSSO, MI 48867


GRANT A. BISHOP
COMMUNITY BANK, PRESIDENT

ACKNOWLEDGEMENT

STATE OF MICHIGAN
CLINTON COUNTY

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 22nd DAY OF July, 2019 BY GRANT A. BISHOP ON BEHALF OF THE CORPORATION.


KATHLEEN M. BODAS, NOTARY PUBLIC
SHAWASSEE COUNTY, MICHIGAN
ACTING IN CLINTON COUNTY
MY COMMISSION EXPIRES JUNE 21, 2019

Notary Public, Shawassee County, Michigan
My Commission Expires June 21, 2019
Kathleen M. Bodas, Notary Public

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Plat Receipt #
Diane Zuker, Clinton County



SIGNATURE

KURT R. MERROW
LICENSE NO. 47697