

SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS  
(BRIARWOOD NO. 3)

This Declaration, made this 26th day of January, 1968, by BRIARWOOD DEVELOPMENT COMPANY, a Michigan corporation, herein-after called Developer.

Recorded: January 26, 1968  
Liber 960, Pages 12 - 29

WITNESSETH:

WHEREAS, Developer recorded on April 6, 1965, at Liber 891, Page 1058, Ingham County Register of Deeds Office, a Declaration of Covenants and Restrictions covering the Plat of Briarwood, recorded on February 9, 1965, Liber 26 of Plats, Pages 10-11, Ingham County Register of Deeds Office, which property was more specifically described in Article II, Section 1 of said Declaration of Covenants and Restrictions of April 6, 1965, and

WHEREAS, the said Declaration of Covenants and Restrictions of April 6, 1965, expressly provided for the Developer's right to bring within the scheme of said Declaration of April 6, 1965, additional properties in future stages of development, in accordance with a General Plan of Development; and

WHEREAS, Developer did, in accordance with said Declaration of Covenants and Restrictions of April 6, 1965, subject additional property to said Declaration and bring said additional properties within the over-all plan and scheme of said Declaration, which said additional properties were known as BRIARWOOD NO. 2, a subdivision of a part of the Northeast 1/4 of Section 33, T4N, R1W, Meridian Township, Ingham County, Michigan, which plat was recorded on March 6, 1967, at Liber 27 of Plats, Page 48, Ingham County Register of Deeds Office, by the recording of a SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS dated March 9, 1967, and recorded at Liber 938, Page 630-647, Ingham County Register of Deeds Office, which specifically pertained to the said Plat of Briarwood No. 2; and

WHEREAS, Developer does desire, in accordance with said Declarations of Covenants and Restrictions of April 6, 1965, and of March 9, 1967, to subject additional properties to said Declarations and bring said additional properties within the over-all plan and scheme of said Declarations, which said additional properties are known as BRIARWOOD NO. 2, more specifically described in Article II, Section 1, below; and

WHEREAS, the Bylaws of the Briarwood Home Owners Association of Okemos, a Michigan non-profit corporation, the corporation charged with the administration, enforcement and implementation of said Declaration of April 6, 1965, and said Supplementary Declaration of March 9, 1967, expressly provide, at Article VI, Section 2, that such additions to the properties to be subjected to said Declaration of April 6, 1965, and said Supplementary Declaration of March 9, 1967, as is here being made, shall automatically extend the jurisdiction, functions, duties, and membership of said corporation to such additional properties;

NOW THEREFORE, the Developer hereby declares that the real property described in Article II, below, and such additions thereto as may hereafter be made pursuant to Article II thereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the BRIARWOOD HOME OWNERS ASSOCIATION OF OKEMOS.

(continued)



(b) "The Properties" shall mean and refer to all such existing properties and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II, hereof.

(c) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties (which includes the properties described in Article II, Section 1 of the Declaration of Covenants and Restrictions of April 6, 1965, the properties described in Article II, Section 1 of the Supplementary Declaration of Covenants and Restrictions of March 9, 1967, pertaining to Briarwood No. 2, as well as the properties covered by this Supplementary Declaration of Covenants and Restrictions pertaining to Briarwood No. 3, or any other such areas covered by plats or parcels hereafter recorded and added to these properties in accordance with Section 2, Article II hereof) and intended to be devoted to the common use and enjoyment of the owners of The Properties (including the properties described in Article II, Section 1 of the Declaration of Covenants and Restrictions of April 6, 1965, the properties described in Article II, Section 1, of the Supplementary Declarations of Covenants and Restrictions of March 9, 1967, pertaining to Briarwood No. 2, as well as the properties covered by this Supplementary Declaration of Covenants and Restrictions, pertaining to Briarwood No. 3, or any other such areas covered by plats or parcels hereafter recorded and added to these properties in accordance with Section 2, Article II hereof).

(d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the Exception of Common Properties as Heretofore defined.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(f) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION: ADDITION THERETO

Section 1. EXISTING PROPERTY. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Briarwood No. 3, a subdivision of a part of the Northeast 1/4 of Section 33, T4N, R1W, Meridian Township, Ingham County, Michigan, recorded on January 15, 1968, at Liber 28 of Plats, pages 41-42, Ingham County Register of Deeds Office, specifically described as:

Beginning at a point which is 670.00 feet South along the North-South 1/4 line of Section 33, and 448.40 feet North 89°36'25" East along the North line of Briarwood from the North 1/4 corner of Section 33, T4N, R1W; thence North 340.00 feet; thence North 89°36'25" East 1053.60 feet; thence South 378.00 feet; thence West 75.07 feet; thence South 16°34'51" West 326.96 feet; thence South 27°58'14" West 537.45 feet; thence East 90.0 feet; thence South 320.00 feet; thence West 366.32 feet, and South 82°16'18" West 55.00 feet along the North line of Briarwood No. 2; thence North 22°51'06" West 80.00 feet; North 11°07'12" East 260.00 feet; North 17°49'26" East 303.52 feet; North 19°35'39" East 186.12 feet; West 395.00 feet; North 125.00 feet; North 42°02'23" West 80.79 feet; North 168.27 feet; and South 89°36'25" West 27.60 feet along the Easterly lines of Briarwood to point of beginning.

Said plat containing 56 lots, numbered 64 through 119 inclusive, all of which real property shall hereinafter be referred to as "existing property".



Section 2. ADDITIONS TO EXISTING PROPERTY. Additional lands may become subject to this Declaration in the following manner:

(a) ADDITIONS IN ACCORDANCE WITH A GENERAL PLAN OF DEVELOPMENT. The Developer, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties in future stages of the development, provided that such additions are in accord with a General Plan of Development prepared prior to the sale of any Lot and made known to every purchaser (which may be done by brochure delivered to each purchaser) prior to such sale.

Such General Plan of Development shall show the proposed additions to the Existing Property and contain: (1) a general indication of size and location of additional development stages and proposed land uses in each; (2) the approximate size and location of common properties proposed for each stage; (3) the general nature of proposed common facilities and improvements; (4) a statement that the proposed additions, if made, will become subject to assessment for their just share of Association expenses; and (5) a schedule for termination of the Developer's right under the provisions of this sub-section to bring additional development stages within the scheme. Unless otherwise stated therein, such General Plan shall not bind the Developer, its successors and assigns, to make the proposed additions or to adhere to the Plan in any subsequent development of the land shown thereon and the General Plan shall contain a conspicuous statement to this effect.

The additions authorized under this and the succeeding subsection, shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property.

Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration with the Existing Property.

(b) OTHER ADDITIONS. Upon approval in writing of the Association pursuant to a vote of its members as provided in its Articles of Incorporation, the owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants and Restrictions, as described in subsection (a) hereof.

(c) MERGERS. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Existing Property except as hereinafter provided.



ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. MEMBERSHIP. Every person or entity who is a record owner of a fee, or undivided fee, interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. Also members of the board of directors of the Association who are temporarily exempt from assessments by virtue of their office as provided in Article V, Section 11 hereafter are also members.

Section 2. VOTING RIGHTS. The association shall have two classes of voting membership:

CLASS A. Class A members shall be all those owners as defined in Section 1 with the exception of the Developer. Class A members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

CLASS B. Class B members shall be the Developer. The Class B member shall be entitled to one vote for each Lot in which it holds the interest required for membership by Section 1 provided that the Class B membership shall cease and become converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership (of all lots covered by the recorded covenants and restrictions, whether now included therein or added subsequently); or

(b) on January 1, 1980.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each Lot in which it holds the interests required for membership under Section 1.

ARTICLE IV  
PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. MEMBERS' EASEMENTS OF ENJOYMENT. Subject to the provisions of Section 3, every member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. TITLE TO COMMON PROPERTIES. The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the Developer, the Association is able to maintain the same but, notwithstanding any provision herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey the Common Properties to the Association not later than January 1, 1980.

Section 3. EXTENT OF MEMBERS' EASEMENTS. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Developer and of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage the lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and



- (b) The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and
- (c) The right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and
- (d) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and
- (e) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken.

#### ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

##### Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS

The Developer for each Lot owned by him within The Properties hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

Section 3. BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS. Until the year beginning January, 1970, the annual assessment shall be \$48.00 per lot unless the lot is vacant (and excavation has not been started for a home) thirty (30) days prior to the assessment due date, in which case the assessment shall be \$24.00. From and after January 1, 1970, the annual assessment may be increased by vote of the Members, as hereinafter provided, for the next succeeding three years and at the end of each such period of three years for each succeeding period of three years.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.



Section 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of three-fourths of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. CHANGE IN BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds of the votes of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 2 hereof.

Section 6. QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 4 & 5. The Quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:  
At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 4 and 5, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement.

The first annual assessment shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of January of said year.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.



The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. DUTIES OF THE BOARD OF DIRECTORS. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period of at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. EFFECT OF NON-PAYMENT: THE PERSONAL OBLIGATION OF THE OWNER: THE LIEN: REMEDIES OF ASSOCIATION. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eight (8) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing the filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 10. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 11. EXEMPT PROPERTY. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties as defined in Article I, Section 1 thereof; (c) all properties exempted from taxation by the laws of the State of Michigan upon the terms and to the extent of such legal exemption; (d) property owned by members of the Board of Directors of the Association if so voted by a two-thirds majority of each class of members who are voting in person or in proxy at the annual meeting prior to the particular assessment to be waived.

Except as provided in Section 11 (d) above, herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.



ARTICLE VI  
RESTRICTIVE COVENANTS

Section 1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling of new construction not to exceed two and one-half stories in height and a private garage for not more than three cars.

Section 2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external designs with existing structures, and as to location with respect to topography and finish grade elevations. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Article VII.

Section 3. DWELLING COST, QUALITY, AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$18,000 including lot, based upon cost levels on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,000 square feet for one-story dwelling, nor less than 768 square feet for a dwelling of more than one story.

Section 4. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback line as shown on the recorded plat. In any event, no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 25 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line, except that a 2 foot minimum side yard shall be permitted for a garage or other permitted accessory building located 60 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach on another lot. An eave or roof may not be nearer than 5 feet to any lot line.

Section 5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 65 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 9,000 square feet.

Section 6. EASEMENTS. Easements are reserved along and within 6 feet of the rear and side lines of each lot for the purpose of laying, maintaining, and operating pipes and pole lines for the transmission of water, gas, and electricity to carry telephone lines, and other public and quasi-public utilities, conduits, wires, sewer lines, and fixtures for the electric lights and to use and occupy said premises for said purpose, with the right to ingress to and egress from to repair the same when necessary and to trim and to cut trees which at any time may interfere with the operation or maintenance of said public and quasi-public utilities. It shall not be considered a violation of the provision herein contained if wires or cables carried by such pipes and poles over some portion of said premises not within this easement as long as the same do not hinder, interfere with or obstruct the construction of any dwelling.



Section 7. NUISANCES. 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.

Section 8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence wither temporarily or permanently.

Section 9. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more thzn six square feet advertising the property for sale or rent, or signs sued by a builder to advertise the property during the construction and sales period.

Section 10. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

Section 11. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

Section 12. GARBAGE AND REFUSE DISPOSAL. Any tank for the storage of fuel placed or maintained on said premises outside any building on any lot shall be located below the surface of the ground. No refuse pile or other unsightly or objectionable material or thing shall be allowed or maintained on any lot. No outdoor incinerator may be installed or permitted on any lot. Each dwelling must be equipped with an electric garbage disposer connected to the plumbing system or a gas fired indoor incinerator must be installed.

Section 13. SEWAGE DISPOSAL. No individual sewage disposal or septic system shall be installed or permitted on any lot.

Section 14. WATER SUPPLY. No individual water supply system shall be permitted on any lot unless such system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

Section 15. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting 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 case of a rounded property corner, from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within 10 feet from the intersection of street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless foliage line is maintained at sufficient height to prevent obstruction of such sightlines.

Section 16. DRIVEWAY APPROACH. No lot shall be used for residential purposes unless the driveway approach and driveway leading from the hard-surfaced street to the garage shall be made of asphaltic or concrete materials.



Section 17. PLANTING STRIP. No lot shall be used for residential purposes unless the planting strip situated between the lot line or sidewalk and the street or curb line shall be graded, covered with four inches of fertile friable top soil, and supplied with sufficient perennial grass seed to seed same. The remainder of the lot not occupied by dwellings, driveway, or garden shall be grass seeded or sodded within six months from date of completion of the dwelling and the lawn shall be properly kept and maintained. These obligations are the responsibility of the owner of such lot.

Note: Provided, however, that it shall not be necessary that either Section 16 or Section 17 of the above covenants be fulfilled for one year from the start of construction of a dwelling house on any lot; and provided further, that it shall be the responsibility and obligation of the Association to enforce the above covenants.

Section 18. GARAGES. Any dwelling built on any lot shall have at least a 440 square foot garage attached to, connected with, or built as a part of the dwelling.

Section 19. EXTERIOR STORAGE. All dwellings and garages constructed on the lots shall be of new construction. There shall be no outdoor storage of a mobile home or house trailer and the outdoor storage of boats, utility trailers and camping trailers is prohibited except in the rear yard and in such a manner as shall be approved by the Architectural Control Committee. No carport shall be erected or maintained on any lot.

Section 20. RESTORATION. Any dwelling and garage on any lot which may in whole or in part be destroyed by fire, windstorm, or other casualty must be rebuilt or all debris removed and the lot restored to a slightly condition with reasonable dispatch.

Section 21. EARTH REMOVAL. Any soil or earth removed in grading or excavating on any lot shall be deposited at such place as shall be designated by the Architectural Control Committee, provided the recipient of the dirt is willing to pay the truck time cost for hauling.

Section 22. LOT CONDITION AND MAINTENANCE. The owner of any lot 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 maintain the lot in a slightly condition. Should the owner refuse or neglect to maintain any lot in an orderly manner as herein provided after notice in writing is given him by the Architectural Control Committee of Violation of the requirements herein contained; the premises may be placed in an orderly manner and the owner shall be required to pay the cost thereof, collection to be made by the Association in the same manner as the annual assessment.

Section 23. YARD LIGHTS. Each dwelling shall have an electric or gas yard light that operates automatically when darkness approaches and owner or occupant shall keep same in good mechanical condition.

Section 24. MAILBOXES. Any mailbox installed in a post in front of the dwelling must be of a design approved by the Architectural Control Committee and maintained by the owner or occupant.

#### ARTICLE VII ARCHITECTURAL CONTROL COMMITTEE

Section 1. REVIEW BY COMMITTEE. No building, fence, wall or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external



design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

#### ARTICLE VIII GENERAL PROVISIONS

Section 1. DURATION. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by The Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of 25 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken. However, changes can be made in these Covenants at any time upon the recording of an instrument, signed by the then-Owners of 90 percent of the Lots, agreeing to said changes.

Section 2. NOTICES. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. ENFORCEMENT. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restrictions, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Briarwood Development Company

/S/ Victoria Murray  
Victoria Murray

By: /S/ Donald C. Hodney  
Donald C. Hodney, President

/S/ Larry D. Carsten  
Larry D. Carsten

By: /S. Vincent R. Hutton  
Vincent R. Hutton, Secretary-Treasurer

First Federal Savings and Loan  
Association,

By: /S/ J. L. Dingwall, Jr.  
J. L. Dingwall, Jr.  
Executive Vice President

No Seals. Corporate forms of acknowledgment.

/S/ Gregory S. Olekszak  
Gregory S. Olekszak

/S/ Doris G. Olekszak  
Doris G. Olekszak