

These are the original "Use and Occupancy Restrictions" from the Master Deed.

PLEASE NOTE: Amendments to the Master Deed can and do alter these covenants!

**ARTICLE VII
USE AND OCCUPANCY RESTRICTIONS; ENFORCEMENT**

Section 1. **Establishment of Restrictions.** In order to provide for congenial occupancy of the Condominium, and for the protection of the value of the Units, the use of Condominium property shall be subject to the limitations set forth below:

(a) **Property Subject To These Restrictions.**

i. **Fenner Glen.** All of the Units of Fenner Glen, except any Unit or portion of a Unit removed from the Condominium pursuant to Article IX of the Master Deed ("Contraction Property"), are and shall remain subject to these restrictions. Any such Contraction Property removed from the Condominium may remain subject to the terms and conditions of these Bylaws, or Developer may, at its option, record alternative or supplemental restrictions with respect to such property, or develop the property outside the Condominium.

ii. **Expansion Property.** Developer, or its successors or assigns, has the right to expand Fenner Glen by adding Expansion Property to the Condominium in the manner provided in the Master Deed. Any such property added may become subject to the terms and conditions of these Bylaws, or Developer may at its option record alternative or supplemental restrictions with respect to any such property added to the Condominium.

(b) **Building and Use Restrictions.**

i. **Residential Use.** Except for Units owned by the Developer and used for displaying model homes, all Units shall be used for single-family residential purposes only. For the purposes of these Bylaws, "single-family" means (a) not more than two persons, whether or not related by blood or marriage; or, alternatively, but not cumulatively, (b)(1) a man or a woman (or a man and woman living together as a husband and wife), (2) the children of either and of both of them, and/or (3) the parents of either but not both of them, and no other persons; or (c) such other definition as is required by applicable law. No more than one residential Unit may exist within any Unit. No business, commercial, manufacturing, service or rental enterprise shall be conducted within any Unit. No garage, recreational vehicle, basement, tent, shack, storage barn or similar type structure shall be used at any time as a residence, temporarily or permanently.

ii. **Home Occupations.** Although all Units are to be used only for single-family residential purposes, nonetheless home occupations will be considered part of a single-family residential use if, and only if, the home occupation is conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence, which use is clearly incidental and secondary to the use of the residence for dwelling purposes and does not change the character thereof. To qualify as a home occupation, there must be (a) no sign or display that indicates from the exterior that the residence is being utilized in whole or in part for any purpose other than that of a dwelling; (b) no commodities sold within the Unit; (c) no person employed other than a member of the immediate family residing within the Unit; and (d) no mechanical or electrical equipment used, other than personal computers and other office-type equipment.

iii. **Animals.** Except for household dogs, cats, small caged birds, and fish, an owner may not keep, raise, or breed animals, livestock or poultry of any kind on any Unit. Pit bull dogs and other dangerous animals are not permitted in the Condominium. No pets may be kept, raised or bred on any Unit for commercial purposes. Fenced dog runs adjacent to the rear of a garage will be allowed only upon approval in writing by the Developer or the Association.

iv. **Trash.** No trash, garbage or rubbish of any kind shall be placed within any Unit, except in sanitary containers for removal. All sanitary containers shall be kept in a clean and sanitary condition and shall be kept in an inconspicuous area of that Unit, as designated by Developer or the Association, except as necessary to allow for trash collection.

v. **Approval of Construction.** The Developer in designing Fenner Glen, including the location and contour of the streets, has taken into consideration the following criteria:

(1) Fenner Glen is designed for residential living on large sites.

(2) The construction site within each of the Units should be located so as to preserve the existing trees and contours where practicable. No tree may be removed nor any Unit excavated until a detailed excavation plan has been approved by the Developer. All trees that a Co-owner desires and intends to remove must be marked and shall not be removed until such removal is approved in writing by the Developer.

(3) The architecture of the residence located within any Unit should be compatible with the criteria as established by the developers and also should be compatible and harmonious to the external design and general quality of other dwellings constructed and to be constructed within Fenner Glen.

Consequently, the Developer reserves the power to control the buildings, structures and other improvements placed within each Unit, as well as to make such exceptions to these restrictions as the Developer may deem necessary and proper. No building, wall, swimming pool or other structure will be placed within a Unit or Frontage Area appurtenant to a Unit unless and until the builder or contractor and the plans and specifications therefor showing the nature, kind, shape, height, color, materials, and location of the improvements (including floor plan and exterior colors) and the plot plan (including elevations) have been approved by the Developer, and no changes in or deviations from such builder or contractor and plans and specifications as approved will be made without the prior written consent of the Developer. Two sets of complete plans and specifications must be submitted; one will be retained by the Developer and one will be returned to the applicant after approval by the Developer. Each such building, wall, swimming pool or structure will be placed within a Unit or Frontage Area only in accordance with the plans and specifications and plot plan as approved by the Developer. No modular homes shall be placed within any Unit. Refusal to approve a builder or contractor or plans and specifications by the Developer may be based on any grounds, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Developer seems sufficient. No alteration in the exterior appearance of any building, wall, swimming pool or other structures constructed with such approval will be made without like approval of the Developer. Approval of plans and specifications for reasonable modifications to provide handicap access pursuant to state or federal law shall not be unreasonably withheld. If the Developer fails to approve or disapprove any builder or contractor or plans and specifications within 90 days after written request therefor, then such approval will not be required; provided that any builder or contractor is properly licensed by the State of Michigan and that any building, wall, swimming pool or other structure will be erected entirely within the boundaries of a Unit and does not violate any of the covenants, restrictions or conditions set forth in these Bylaws or adopted by the Association. The Developer will not be responsible for any negligence or misconduct of the builder or

contractor or for any defects in any plans or specifications or in any building or structure erected by such builder or contractor according to such plans and specifications or in any changes in drainage resulting from such construction.

vi. **Size Requirements.** All residences must conform to the following size requirements:

(1) **Area Minimums.** Each residence in the Condominium must have a minimum of 1,500 square feet.

(2) **General.** All square footage determinations will exclude basements (including walk-out basements), garages and open porches. The Developer may specify the number of levels that residences within specific Units will be permitted to have to preserve the view from other Units or to maintain a harmonious pattern of development in the construction of residences within the Units. If any portion of a level or floor within a residence is below grade, all of the level or floor will be considered a basement level.

(3) **Garages.** Garages, which will be for use only by the occupants of the residence to which they are appurtenant, must be attached to the residences and constructed in accordance with the approved plans. Each residence must have one garage capable of garaging at least two and no more than four standard size automobiles. There may only be one garage within each Unit. No garage will be placed, erected or maintained within any Unit except for use in connection with a residence within that Unit or within an adjoining Unit already constructed or under construction at the time that such garage is placed or erected within the Unit.

(4) **Drainage.** The Developer shall construct a storm sewer system for the purpose of eliminating excess run off. Each Co-owner is encouraged to connect a water drainage system for his or her Unit to connect to the storm sewer system built by the Developer.

(5) **Storage Buildings.** A Co-owner may build storage buildings in his or her Unit subject to the following restrictions: (i) all storage buildings must be approved in advance in writing by the Developer under the procedure set forth in Article VII (b); (ii) only one storage building may be constructed in each Unit and (iii) all storage buildings must be built in a manner consistent with the primary residence.

vii. **Lawns.** Each owner shall properly maintain all lawn areas within his or her Unit and Frontage Area appurtenant to his or her Unit. All lawns shall be cut neatly, and kept free from weeds, underbrush, and other unsightly growths. The developer strongly encourages Co-owners to design and maintain their lawns and landscaping in a manner consistent with the natural setting of the Project.

viii. **Recreational and Commercial Vehicles.** No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all-terrain vehicles, snowmobile trailers or vehicles other than automobiles or vehicles used primarily for general personal transportation use may be parked or stored on the Condominium Premises unless parked in a garage or unless present for temporary loading or unloading purposes. No inoperable vehicles of any type may be brought or stored on the Condominium Premises, either temporarily or permanently, unless within a garage with the door completely closed. Commercial vehicles shall not be parked on the Condominium Premises (unless fully inside a garage with the door completely closed) except while making deliveries or pick-ups in the normal course of business or for construction purposes. No commercial vehicles of any nature will be parked overnight on the Condominium Premises, except in a completely closed garage, without the prior written

consent of the Developer. Any truck over 3/4-ton and any vehicle with a company name or other advertising or commercial designation will be considered a commercial vehicle. No vehicle may be parked overnight on any road or on any Frontage Area, except as permitted by the Association in accordance with any rules or regulations adopted by the Association.

ix. **Fences.** No owner may install within his or her Unit or Frontage Area appurtenant to his or her Unit a fence of any type unless approved in writing by the Developer or the Association. The Developer and/or the Association will develop an approved fence criteria that will apply to all Units within the Project. No fences will be permitted beyond the front of the primary residence, including the garage.

x. **Satellite Dishes.** No owner may install within his or her Unit a satellite dish larger than three feet in diameter unless approved in writing by the Developer or the Association.

xi. **Hunting.** No owner shall engage in or permit hunting in any form anywhere within the Condominium Premises.

xii. **Furniture; Equipment.** No item of equipment, furniture or any other large movable item shall be kept within any Unit outside a building, except lawn furniture or picnic tables, provided the same are kept in neat and good condition. All other items, such as lawn mowers, snowmobiles and dune buggies, shall be stored in a garage or in a permitted storage building.

xiii. **Nuisances.** No owner of any Unit will do or permit to be done any act or condition within his or her Unit or Frontage Area appurtenant to his or her Unit which may be or is or may become a nuisance. No Unit or Frontage Area will be used in whole or in part for the storage of rubbish of any character whatsoever (except normal household trash until the next trash collection day), nor for the storage of any property or thing that will cause the Unit or Frontage Area to appear in any unclean or untidy condition or that will be obnoxious to the eye; nor will any substance, thing or material be kept within any Unit or Frontage Area that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding Units. No unsightly objects will be allowed to be placed or suffered to remain anywhere within a Unit or Frontage Area. If any owner of any Unit fails or refuses to keep his or her Unit or Frontage Area appurtenant thereto free from refuse piles or other unsightly objects, then the Developer or the Association may enter the Unit or Frontage Area and remove the same and such entry will not be a trespass. The owner of the Unit will reimburse the Developer or Association for all costs of such removal.

xiv. **Completion of Construction and Stabilization of Soil.** Construction in any Unit must be commenced within 12 months from the date the first owner other than the Developer first acquires legal or equitable title to such Unit, unless such period is extended in writing by the Developer. Once commenced, construction within any Unit must be completed within 12 months from the date of commencement unless such period is extended in writing by the Developer. The Co-owner shall be charged a penalty of \$250 per month for each month that construction is not commenced and/or for each month that construction is not completed within the time limits set forth above.

During the construction period the soil within such Unit, and the Frontage Area appurtenant to such Unit, must be completely stabilized so as to prevent any soil blow area or soil erosion. Within six months from the date construction is completed, the soil within such Unit, and the Frontage Area appurtenant to such Unit, must be completely stabilized by grading and seeding of a lawn or other ground cover growth so as to prevent any soil blow area or soil erosion; provided that this provision shall neither prevent nor prohibit any owner from maintaining open areas for the planting of trees, shrubbery or a flower garden, but any such open area shall be controlled so as to prevent blowing or erosion of soil therefrom.

xv. **Compliance with Laws.** No owner shall take any action on or with respect to his or her Unit that violates any federal, state or local statute, regulation, rule or ordinance.

(c) **Developer's Rights and Responsibilities.** Developer may assign, in whole or in part, its rights and responsibilities under these Bylaws to the Association, and when the last Unit in the Condominium Project has been conveyed, this assignment shall occur automatically.

(d) **Enforcement of Restrictions.** The Association's costs of exercising its right and administering its responsibilities under these Bylaws shall be Expenses of Administration (as defined in Article V), provided that the Association shall be entitled to recover its costs including actual attorney fees of proceeding against a breach by a co-owner as provided in Article XII, subsection 1(b).

(e) **Developer's Option to Repurchase.** If construction of a residence within a Unit, by an approved builder and pursuant to approved plans and specifications, is not commenced within 12 months from the date the first owner other than the Developer first acquires legal or equitable title to such Unit, and such construction is not completed within 12 months from the date of commencement, unless such periods are extended in writing by the Developer, the Developer will have the option to purchase back the Unit from the then current owner. The Developer's option to purchase back the Unit will continue until such time as construction is commenced for a residence which has been approved as provided by these restrictions. The option will be exercised by written notice to the owner of record of the Unit, and the purchase price will be equal to the net cash proceeds (sale price less realtor's fee and closing costs, if any) received by the Developer from the original sale of the Unit, without increase for interest or any other charge. The Developer will also notify any mortgagee of the Unit, as reflected in the records of the Association pursuant to Article IX. If the option is exercised, Developer is to receive marketable title by warranty deed subject only to restrictions or encumbrances affecting the Unit on the earlier of the date of the land contract or date of conveyance by the Developer and with all taxes and assessments which are due and payable or a lien on the Unit, and any other amounts which are a lien against the Unit, paid as of the date of conveyance back to the Developer. The closing of the purchase back shall occur at a place and time specified by the Developer not later than 60 days after the date of exercise of the option. The then current owner of the Unit will take such actions and shall execute such documents, including a warranty deed to the Unit, as the attorney for the Developer will deem reasonably necessary to convey marketable title to the Unit to the Developer, free and clear of all liens and encumbrances as aforesaid.

(f) **General Provisions.**

i. **Zoning.** All restrictions imposed by the Township of Laketon Zoning Ordinance, as it applies to R-1 residential districts, shall apply to all Units in Fenner Glen, except that if the Developer or the Association has imposed more stringent restrictions, those restrictions shall apply in place of the Township of Laketon restrictions.

ii. **No Gift or Dedication.** Nothing contained in these Bylaws will be deemed to be a gift or dedication of any portion of the Units or other areas in Fenner Glen to the general public or for any public purposes whatsoever, it being the intention of the Developer that these restrictions will be strictly limited to the purposes specifically expressed in these Bylaws.

iii. **No Third-Party Beneficiaries.** No third party, except grantees, heirs, representatives, successors and assigns of the Developer will be a beneficiary of any provision set forth in these Bylaws.

iv. **Handicapped Persons.** Reasonable accommodations in the rules, policies and practices of the Condominium will be made as required by the Federal Fair Housing Act to accommodate handicapped persons.

Section 2. Persons Subject to Restrictions. All present and future co-owners, tenants and any other persons or occupants using the facilities of the Condominium in any manner are subject to and shall comply with the Act, the Master Deed, these Condominium Bylaws and the Articles of Incorporation, Bylaws, rules and regulations of the Association.

Section 3. Enforcement. Failure to comply with any of the terms of the Act, the Master Deed, these Condominium Bylaws, the Articles of Incorporation, Bylaws or Rules and Regulations of the Association, shall be grounds for relief, which may include, without limitation, an action to recover sums due for such damages, injunctive relief, and any other remedy that may be appropriate to the nature of the breach. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by the Act, the Master Deed, these Condominium Bylaws, the Articles of Incorporation, Bylaws or Rules and Regulations of the Association shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future.